

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

In the Matter of:

Forcey Coal, Inc.	:	SMP No. 17990112 (Buterbaugh No. 1 Mine)
475 Banian Road	:	SMP No. 17010109 (Buterbaugh No. 2 Mine)
Madera, PA 16661	:	SMP No. 17050109 (Delarme Mine)
	:	SMP No. 17080116 (Porter Operation)
	:	Bigler and Bloom Townships, Clearfield County
	:	
	:	Alternative Financial Assurance Mechanism

**SECOND AMENDMENT TO POST-MINING TREATMENT TRUST  
CONSENT ORDER AND AGREEMENT**

This Second Amendment to Post-Mining Treatment Trust Consent Order and Agreement ("Second COA Amendment") is entered into this 7<sup>th</sup> day of December, 2023, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department"), and Forcey Coal, Inc. ("Forcey Coal"). As set forth below, this Second Amendment amends the Post-Mining Treatment Trust Consent Order and Agreement dated August 18, 2009, between the Department and Forcey Coal.

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. Forcey Coal is a Pennsylvania corporation whose business includes the surface mining of coal in the Commonwealth of Pennsylvania. Forcey Coal has a mailing address of P.O. Box 225, Madera, PA. 16661 and a business address at 475 Banian Road, Madera PA. 16661.

C. Forcey Coal is authorized to conduct surface mining activities in Pennsylvania pursuant to Surface Mine Operator’s License No. 1436, which expires on December 31, 2023.

D. Forcey Coal is the permittee and operator of the following formerly active surface mines that are associated with post-mining discharge liability:

NAME	SURFACE MINING PERMIT NO.	NPDES PERMIT NO.	TOWNSHIP	COUNTY
Buterbaugh No. 1 Mine	17990112	PA0238350	Bigler	Clearfield
Buterbaugh No. 2 Mine	17010109	PA0243116	Bigler	Clearfield
Delarme Mine	17050109	PA0256293	Bloom	Clearfield
Porter Operation	17080116	PA0256978	Bigler	Clearfield

E. On August 18, 2009, the Department and Forcey Coal entered into a Post-Mining Treatment Trust Consent Order and Agreement (“2009 Trust COA”). Under the terms of the 2009 Trust COA, Forcey Coal agreed to establish, as an alternative financial assurance mechanism, an irrevocable postmining treatment trust with Northwest Savings Bank to provide for its long-term postmining discharge treatment obligations for post-mining discharges associated with the Buterbaugh No. 1 Mine and Buterbaugh No. 2 Mine surface mine permits. A

copy of the first page of the 2009 Trust COA is attached as Exhibit A, and the document in its entirety is maintained in the Department's Moshannon District Mining Office and posted on the Department's website.

F. On August 18, 2009, the Department, Forcey Coal, and Northwest Savings Bank executed a Post-Mining Discharge Treatment Trust Agreement ("2009 Trust Agreement") which established a post-mining treatment trust with Northwest Savings Bank, as Trustee, known as the Forcey Coal Post-Mining Treatment Trust ("Forcey Coal Trust") for the purpose of securing Forcey Coal's long-term financial obligation to operate and maintain the mine drainage treatment systems for which Forcey Coal is responsible at the Buterbaugh No. 1 and Buterbaugh No. 2 Mines. A copy of the first page of the 2009 Trust Agreement is attached to the 2009 Trust COA as Exhibit E and the document in its entirety is maintained in the Department's Moshannon District Mining Office and posted on the Department's website.

G. The Department joined in the 2009 Trust Agreement to indicate its acceptance of the terms and conditions set forth therein, as well as the powers and authorities granted by the Forcey Coal Trust.

H. On December 4, 2014, the Department and Forcey Coal entered into a First Amendment to the 2009 Trust COA ("First COA Amendment") which added a new permitted mine, the Delarme Mine and the post-mining discharge associated with that mine site, to the 2009 Trust COA and the Forcey Coal Trust. A copy of the first page of the First COA Amendment is attached as Exhibit B, and the document in its entirety is maintained in the Department's Moshannon District Mining Office and posted on the Department's website.

I. Since the execution of the 2009 Trust COA and the First COA Amendment, Forcey Coal's liability for treatment of the post-mining discharges associated with the

Buterbaugh No. 1 Mine and Buterbaugh No. 2 Mine sites have been released and Forcey Coal is no longer responsible for water treatment with respect to those discharges.

J. Additionally, new post-mining discharges have appeared associated with the Delarme Mine and the Porter Operation, and the Department has determined that Forcey Coal is responsible for treating these discharges in perpetuity or until water treatment is no longer necessary.

### **Corporate Dissolution**

K. Forcey Coal is no longer doing business in the Commonwealth, and the officers of the corporation have informed the Department that they intend to dissolve the corporation in accordance with the Pennsylvania Business Corporations Law, 15 P.S. Chapter 19, Subchapter F regarding corporate dissolution, winding up of corporation business, and discharging corporate liabilities.

L. The officers of Forcey Coal have recently informed the Department that the corporation no longer has the ability to continue to operate and maintain the treatment systems that are the subject of the 2009 Trust COA, the First COA Amendment, and this Second COA Amendment, and that Forcey Coal intends to discontinue treatment of the discharges because Forcey Coal no longer has any income, technical staff, administrative staff, or employees on a going-forward basis and is unable to perform its obligations under the 2009 Trust COA, the First COA Amendment, and this Second COA Amendment other than meeting the alternative financial assurance requirements as described in the Surface Mining Act, 52 P.S. § 1396.4(d.2), the 2009 Trust COA, the First COA Amendment, and this Second COA Amendment.

M. The officers of Forcey Coal have informed the Department that they wish to relinquish the corporation's operation and maintenance responsibilities associated with the



treatment systems pursuant to the 2009 Trust COA, the First COA Amendment, and this Second COA Amendment.

N. Forcey Coal has met all of the land reclamation requirements under the surface mining permits for the Buterbaugh No. 1 Mine, the Buterbaugh No. 2 Mine, the Delarme Mine, and the Porter Operation issued pursuant to the Surface Mining Act and the regulations promulgated thereunder. Other than as described herein regarding Forcey Coal's responsibility to treat long-term post-mining pollutional discharges associated with the Delarme Mine and Porter Operation, all reclamation obligations under the Buterbaugh No. 1 Mine, the Buterbaugh No. 2 Mine, the Delarme Mine, and the Porter Operation surface mining permits have been met and the remaining reclamation surety bonds issued to the Department on behalf of Forcey Coal are eligible to be released.

O. The Department and Forcey Coal are entering into this Second COA Amendment to the 2009 Trust COA in order to: 1) remove the Buterbaugh No. 1 Mine and Buterbaugh No. 2 Mine permits from the Forcey Coal Trust as water treatment is no longer required for the discharges associated with those permits; 2) add an additional treatment system for discharges associated with the Delarme Mine permit to the Forcey Coal Trust; 3) include revised operation, maintenance, and recapitalization costs for modifications made to the D-14 Treatment System located on the Delarme Mine SMP; 4) add associated post-mining discharges on the Porter Operation surface mining permit to the Forcey Coal Trust; 5) wind up Forcey Coal's mining operation obligations, including responsibility for operating and maintaining the treatment systems associated with the Forcey Coal Trust; 6) address the continued and uninterrupted operation of the treatment systems under the Forcey Coal Trust; and, 7) transfer ownership of

equipment and other items of personal property associated with maintenance and operation of the treatment systems to the Forcey Coal Trust.

### **Post-Mining Discharges**

P. As a result of its mining activities, Forcey Coal has 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.

Q. **Buterbaugh No. 1 Mine (SMP No. 17990112)**

1. In August 2002, Forcey Coal completed coal removal operations at the Buterbaugh No. 1 Mine, backfilled, and reclaimed the mine site. Subsequently, the Department determined that treatment was required for a pre-existing acid mine drainage (“AMD”) discharge identified as BC-3 that was further degraded by Forcey Coal as a result of its mining activities on the Buterbaugh No. 1 Mine site.

2. In October 2007, Forcey Coal completed construction of a passive treatment system to treat the BC-3 Discharge (“Buterbaugh No. 1 Treatment System”).

3. After the Forcey Coal Trust was established and fully funded, the Department determined that the Buterbaugh No. 1 Mine site met Stage 3 reclamation standards, and as of August 18, 2009, all the reclamation bonds posted for the mine site were released.

4. The only activity that remained on the Buterbaugh No. 1 Mine site was the operation and maintenance of the Buterbaugh No. 1 Treatment System to treat the post-mining discharge identified as the BC-3 Discharge.

5. In an email dated April 8, 2021, Forcey Coal, through Todd Coleman, P.E., requested that the Department review the current raw water quality monitoring data

for the BC-3 Discharge to determine if the water quality had returned to pre-mining conditions to the point that water treatment is no longer required.

6. The Department conducted a hydrologic investigation in response to Forcey Coal's request to cease treatment of the BC-3 Discharge.

7. In order to approve cessation of treatment and monitoring at mining operations, the Department requires at least two (2) consecutive years of water monitoring data which indicate that the parameters of concern no longer exceed the effluent limits.

8. In a Hydrologic Investigation Report dated August 4, 2021, the Department determined, based on statistical analysis and evaluation of the past six years of water quality concentration and loading data through March 2021, that the water quality of the BC-3 Discharge had returned to its pre-mining condition and treatment was no longer required. As a result of its review, the Department concluded that Forcey Coal could be relieved of its water treatment liability and its obligation to operate and maintain the Buterbaugh No. 1 Treatment System.

9. In a letter dated August 4, 2021, the Department informed Forcey Coal that it was no longer required to treat the BC-3 Discharge as the water quality of the discharge had returned to its pre-mining condition. As a result, it was determined that Surface Mining Permit ("SMP") No. 17990112 and associated National Pollutant Discharge Elimination System ("NPDES") Permit No. PA0238350 were no longer required.

10. The August 4, 2021 letter also stated that the 2009 Trust COA would be amended to remove the Buterbaugh No. 1 Mine permit and the associated water treatment system from the Forcey Coal Trust.

R. **Buterbaugh No. 2 Mine (SMP No. 17010109)**

1. In October 2004, Forcey Coal completed coal extraction at the Buterbaugh No. 2 Mine, backfilled and reclaimed the mine site. Subsequently, the Department determined that treatment was required for a pre-existing AMD discharge identified as Subchapter F (“Sub F”) Point KB-11 which had been further degraded by Forcey Coal’s coal removal operations.

2. In November 2006, Forcey Coal completed construction of a passive treatment system to treat Sub F Point KB-11 (“Buterbaugh No. 2 Treatment System”) to the level of the baseline pollution load established in SMP No. 17010109 and NPDES Permit No. PA0243116.

3. After the Forcey Coal Trust was established and fully funded, the Department determined that the Buterbaugh No. 2 Mine site met Stage 3 reclamation standards, and as of December 21, 2011, all the remaining land reclamation bonds posted for the mine site were released.

4. The only activity that remained on the Buterbaugh No. 2 Mine site was the operation and maintenance of the Buterbaugh 2 Treatment System to treat the post-mining discharge identified as the KB-11 Discharge.

5. In 2020, the Department conducted a hydrologic investigation in response to improvement in the raw water quality monitoring data for the KB-11 Discharge.

6. In a Hydrologic Investigation Report dated June 30, 2020, the Department determined, based on statistical analysis and evaluation of the past five years of water quality concentration and loading data through May 2020, that treatment of the KB-11 Discharge is no longer required. As a result of its review, the Department concluded that

Forcey Coal could be relieved of its water treatment liability and its obligation to operate and maintain the Buterbaugh No. 2 Treatment System.

7. In a letter dated November 23, 2020, the Department informed Forcey Coal that it was no longer required to treat the KB-11 Discharge. As a result, SMP No. 17010109 and associated NPDES Permit No. PA0243116 were terminated on that date.

8. The November 23, 2020, letter also stated that the 2009 Trust COA would be amended to remove the Buterbaugh No. 2 Mine permit and the associated water treatment system from the Forcey Coal Trust.

**S. Delarme Mine (SMP No. 17050109)**

1. Forcey Coal is the permittee and operator of the Delarme Mine pursuant to SMP No. 17050109. The Delarme Mine is a formerly active surface coal mine located in Bloom Township, Clearfield County, and it has associated post-mining discharge liability as a result of Forcey Coal's mining activities.

2. The Department issued SMP No. 17050109 for the Delarme Mine to Forcey Coal on September 22, 2006. The SMP included as Part A, NPDES Permit No. PA0256293. The SMP and NPDES Permits were most recently renewed on September 2, 2021 for reclamation only, including water treatment activities, and they expire on September 22, 2026.

3. Forcey Coal ceased coal removal at the Delarme Mine in June 2011. Surface reclamation has been completed and Stage 2 bond release has been approved. The only activity that remains on the site is the treatment of two (2) noncompliant pre-existing discharges identified as Monitoring Points D-7 and D-14.

4. A summary of the reclamation bonds currently posted for the Delarme Mine, which will be held by the Department until the Forcey Coal Trust is fully funded, is as follows:

<b>BOND TYPE</b>	<b>FINANCIAL GUARANTOR</b>	<b>CLB INSTRUMENT NO.</b>	<b>BOND STATUS</b>	<b>BOND AMOUNT</b>
Surety	RLI Insurance	RLB0012044	Active	\$40,127.00
Surety	Rockwood Casualty Insurance	ISM2276	Active	\$20.00

#### **Post-Mining Discharge D-14**

5. In 2013, the Department determined that Monitoring Point D-14, a formerly developed spring, was degraded as a result of Forcey Coal's mining activities on the Delarme Mine site ("D-14 Discharge"). On December 4, 2014, the Delarme Mine permit was added to the Forcey Coal Trust.

6. An aerial map depicting the location of the D-14 Discharge, which is hydrologically connected to and located on the west side of the Delarme Mine permitted area, is attached as Exhibit C-1. The latitude and longitude coordinates for D-14 are as follows: Latitude 41° 00' 52.2" N, Longitude 78 ° 40' 44.4" W.

7. The raw water quality of the D-14 Discharge, as compiled by the Department on June 14, 2022, from analytical sampling results for the period from June 24, 2015, through June 16, 2021, is set forth in Exhibit C-2.

8. On November 19, 2013, SMP No. 17050109, including NPDES Permit No. PA0256293, was revised to identify the D-14 Discharge and authorize the construction of a passive treatment system to address the degraded monitoring point.

9. In December 2013, Forcey Coal constructed a passive treatment system to treat the D-14 Discharge. The D-14 Discharge raw water flows to a spring box, and from the spring box, the discharge flows through a seven-foot limestone bed (“D-14 Treatment System”). After collection at, and neutralization by, the limestone bed, the treated effluent previously discharged via NPDES Outfall 002 to Unnamed Tributary No. 1 to Little Anderson Creek.

10. On September 9, 2020, SMP No. 17050109, including NPDES Permit No. PA0256293, was revised to apply the Anderson Creek Total Maximum Daily Load (“TMDL”) to the SMP and NPDES Permit. To assure compliance with the approved Anderson Creek TMDL, it was determined that a Non-Discharge Alternative (“NDA”) using an infiltration gallery would be required for treatment of the D-14 Discharge because there is no available Waste Load Allocation in Anderson Creek for a point-source discharge from the Delarme Mine site. Forcey Coal submitted a plan, which the Department approved, to modify the D-14 Treatment System in order to treat the discharge and release the treated water to an infiltration gallery instead of discharging as a point source discharge to Unnamed Tributary No. 1 to Little Anderson Creek.

11. NPDES Permit No. PA0256293 for the Delarme Mine contains Outfall 002 for the mine drainage treatment system that treats the D-14 Discharge. The required effluent limits applicable to Outfall 002 are set forth in this NPDES Permit, which was renewed by the Department on September 2, 2021, with an effective date of October 1, 2021, and expires on September 22, 2026. This Permit is renewed every five years (pursuant to the authority in 25 Pa. Code Chapter 92a) and the effluent limits may change at the time of renewal or as required by the Department. The effluent limits set forth in

any subsequent renewal of this NPDES Permit govern. The current effluent limits for Outfall 002 are as follows:

#### **Effluent Limits for Outfall 002**

<i><b>Parameter</b></i>	<i><b>Minimum</b></i>	<i><b>Monthly Average</b></i>	<i><b>Daily Maximum</b></i>	<i><b>Instantaneous Maximum</b></i>
Total Iron	N/A	N/A	N/A	7.0 mg/L
Total Manganese	N/A	N/A	N/A	5.0 mg/L
Total Aluminum	N/A	N/A	N/A	5.0 mg/L
Total Suspended Solids	N/A	N/A	N/A	90.0 mg/L
pH (S.U.)	6.0	N/A	N/A	9.0

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

12. To comply with the revised SMP and NPDES Permit, in December 2020, Forcey Coal modified the D-14 Treatment System to increase the size of the limestone bed to 40 feet by 30 feet at the top of the freeboard, with a depth of four (4) feet of limestone. There is approximately 240 tons of high calcium aggregate limestone that has been placed in the limestone bed. Forcey Coal also replaced the discharge pipe that flowed from the limestone bed into Unnamed Tributary No. 1 to Little Anderson Creek with an NDA infiltration gallery that consists of a 125-foot-long by 2 feet deep infiltration trench. The infiltration trench has a non-woven geotextile liner, a 125-foot long 6" Schedule 40 perforated pipe and is backfilled with aggregate. The infiltration trench has a 12 inches of topsoil cover and is vegetated. Treated effluent now flows by gravity from the limestone bed into the infiltration trench via a plumbing system at the bottom of the limestone bed consisting of 6" Schedule 40 PVC underdrain pipes with ½" perforations. The treated effluent that is released into the NDA infiltration gallery is monitored at relocated Outfall 002 (D14T) before it is piped to the infiltration trench. The limestone bed also has a valve and drainpipe with an end cap to flush solids from the



limestone bed. Exhibit C-3 is an As-Built design plan dated July 27, 2022 that illustrates the modified D-14 Treatment System configuration.

13. The D-14 Treatment System is situated on land owned Dolores A. Cable. Forcey Coal has obtained from Dolores A. Cable a properly executed Consent to Right of Entry form which grants the Department, Forcey Coal, and the Trustee access to the D-14 Treatment System. A copy of the executed Consent to Right of Entry form and evidence of its recordation in Clearfield County is attached as Exhibit C-4.

14. As a result of the modifications made to the D-14 Treatment System, the Department required, and Forcey Coal submitted, revised cost estimates for the treatment system, calculated using the AMDTreat computer software tool (“AMDTreat”) of the United States Department of Interior’s Office of Surface Mining Reclamation and Enforcement.

15. The revised capital cost to construct the modified D-14 Treatment System, as calculated using AMDTreat, is eleven thousand seven hundred sixty-seven dollars (\$11,767.00).

16. In order to calculate the amount necessary to fully fund the Forcey Coal Trust as a result of the modifications to the D-14 Treatment System, the Department and Forcey Coal have agreed to use actual operation and maintenance costs from past and current 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 D-14 Treatment System is as follows:

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

CATEGORY	SAMPLING	LABOR	MAINTENANCE	CHEMICAL	SLUDGE REMOVAL
Rate	\$33.50/sample	\$35/hr.			
Annual Cost	\$1,264	\$455	\$374	N/A	N/A

Based on actual operation and maintenance costs incurred in 2021 and 2022 and AMDTreat cost estimates, the current annual cost of operating and maintaining the D-14 Treatment System is two thousand ninety-three dollars (\$2,093.00). The AMDTreat cost estimate worksheets are attached as Exhibit C-5.

17. In order to calculate the amount necessary to fully fund the Forcey Coal Trust as a result of the modifications to the D-14 Treatment System, the Department and Forcey Coal have agreed to use recapitalization cost data generated by OSM's AMDTreat software tool. According to AMDTreat, the present value of recapitalization costs for the modified D-14 Treatment System is eighteen thousand nine hundred sixty-four dollars (\$18,964.00). The AMDTreat Recapitalization Cost worksheet and schedule for the D-14 Treatment System are attached as Exhibit C-6.

18. In order to calculate the amount necessary to fully fund the portion of the Forcey Coal Trust that addresses the modified D-14 Treatment System, the parties agree that the present value of a trust to cover treatment liability for the D-14 Discharge is sixty-eight thousand four hundred seventy-seven dollars and sixty-eight cents (\$68,477.68). 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 D-14 Treatment System, as shown on the Treatment Bond/Trust Calculator attached as Exhibit C-7.

**Post-Mining Discharge D-7**

19. Previously impacted Monitoring Point D-7 was further degraded by Forcey Coal's mining activities on the Delarme Mine site ("D-7 Discharge").

20. An aerial map depicting the location of the D-7 Discharge, which is hydrologically connected to and located on the northern portion of the Delarme Mine SMP, is attached as Exhibit C-1. The latitude and longitude coordinates for the D-7 Discharge are as follows: Latitude 41° 01' 11.6" N, Longitude 78 ° 40' 25.1" W.

21. The raw water quality of D-7, as compiled by the Department on June 14, 2022, from analytical sampling results for the period from December 11, 2019, through March 31, 2022, is set forth in Exhibit D-1.

22. NPDES Permit No. PA0256293 for the Delarme Mine contains Outfall 001 for the mine drainage treatment system that treats the D-7 Discharge. An NDA using an infiltration gallery is required for treatment of the D-7 Discharge to assure compliance with the approved Anderson Creek TMDL because there is no available Waste Load Allocation in Anderson Creek for a point-source discharge from the Delarme Mine site. The required effluent limits applicable to Outfall 001 are set forth in the NPDES Permit, which was renewed by the Department on September 2, 2021, with an effective date of October 1, 2021, and expires on September 22, 2026. This Permit is renewed every five years (pursuant to the authority in 25 Pa. Code Chapter 92a) and the effluent limits may change at the time of renewal or as required by the Department. The effluent limits set

forth in any subsequent renewal of the NPDES Permit govern. The current effluent limits for Outfall 001 are as follows:

#### **Effluent Limits for Outfall 001**

<i><b>Parameter</b></i>	<i><b>Minimum</b></i>	<i><b>Monthly Average</b></i>	<i><b>Daily Maximum</b></i>	<i><b>Instantaneous Maximum</b></i>
Total Iron	N/A	N/A	N/A	7.0 mg/L
Total Manganese	N/A	N/A	N/A	5.0 mg/L
Total Aluminum	N/A	N/A	N/A	5.0 mg/L
Total Suspended Solids	N/A	N/A	N/A	90.0 mg/L
pH (S.U.)	6.0	N/A	N/A	9.0

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

23. In December 2020, Forcey Coal constructed a passive treatment system to treat the D-7 Discharge (“D-7 Treatment System”). The D-7 Discharge raw water is collected for treatment and directed to a limestone bed to increase the alkalinity and pH and reduce the iron, manganese, and aluminum to acceptable limits. Treated water drains from the limestone bed through a plumbing system at the bottom of the bed and flows to the NDA infiltration gallery which measures 45 feet by 125 feet and contains a 125-foot-long infiltration trench. The infiltration trench is two feet deep and includes a non-woven geotextile liner and a 125-foot long 6” Schedule 40 perforated pipe. The trench is backfilled with aggregate and has a 12” topsoil cover and is vegetated. The treated effluent is monitored at Outfall 001 (D-7T) before it is piped to the NDA infiltration gallery. The treatment system also has a flush pond that is 3 feet deep with dimensions of 46 feet by 38 feet at the top of the freeboard. The limestone bed has a valve and drainpipe to flush solids from the limestone bed to the flush pond when needed. Exhibit D-2 is an As-Built design plan dated May 1, 2023 that illustrates the D-7 Treatment System configuration.

24. The D-7 Treatment System is situated on land owned by Robert J. and Gloria F. Tepke. Forcey Coal has obtained from Robert J. and Gloria F. Tepke a properly executed Contractual Consent of Landowner form which grants the Department and Forcey Coal access to the Delarme Mine site, including the D-7 Treatment System. A copy of the executed Contractual Consent of Landowner form with evidence of its recordation in Clearfield County is attached as Exhibit D-3.

25. The estimated capital cost to construct the D-7 Treatment System, as calculated using AMDTreat is eighteen thousand one hundred ninety-seven dollars (\$18,197.00).

26. In order to calculate the amount necessary to fully fund the Forcey Coal Trust as a result of the addition of the D-7 Treatment System, the Department and Forcey Coal have agreed to use actual operation and maintenance costs from past operation of the D-7 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 D-7 Treatment System is as follows:

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

CATEGORY	SAMPLING	LABOR	MAINTENANCE	CHEMICAL	SLUDGE REMOVAL
<b>Rate</b>	\$33.50/sample	\$35/hr.			
<b>Annual Cost</b>	\$1,264	\$796	\$579	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 D-7 Treatment

System is two thousand six hundred thirty-nine dollars (\$2,639.00). The AMDTreat cost estimates are attached as Exhibit D-4.

27. In order to calculate the amount necessary to fully fund the Forcey Coal Trust as a result of the addition of the D-7 Treatment System, the Department and Forcey Coal have agreed to use recapitalization cost data generated by AMDTreat. According to AMDTreat, the present value of recapitalization costs for the D-7 Treatment System is twenty-six thousand four hundred thirty-two dollars (\$26,432.00). The AMDTreat Recapitalization Cost worksheet and schedule for the D-7 Treatment System are attached as Exhibit D-5

28. In order to calculate the amount necessary to fully fund the portion of the Forcey Coal Trust that addresses the D-7 Treatment System, the parties agree that the present value of a trust to cover Forcey Coal's treatment liability for the D-7 Discharge is eighty-eight thousand nine hundred twenty dollars and eight cents (\$88,920.08). 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 D-7 Treatment System, as shown on the Treatment Bond/Trust Calculator attached as Exhibit D-6.

**T. Porter Operation (SMP No. 17080116)**

1. Forcey Coal is the permittee and operator of the Porter Operation pursuant to SMP No. 17080116. The Porter Operation is a formerly active surface coal mine located in Bigler Township, Clearfield County. The SMP was originally issued to Forcey Coal for the Porter Operation on July 6, 2010 and was most recently renewed on

September 4, 2020 for reclamation only, including water treatment activities. The SMP expires on July 6, 2025.

2. Coal extraction on the Porter Operation ceased in July 2014 and surface reclamation was completed in June 2015. The only activity that remains on the site is the treatment of two post-mining discharges identified as Sub F Monitoring Point P-4 and Sub F Monitoring Point P-9, pre-existing discharges of AMD that are located within or hydrologically connected to the Porter Operation SMP.

3. The reclamation bond currently posted for the Porter Operation, which will be held until the trust is fully funded, is as follows:

<b>BOND TYPE</b>	<b>FINANCIAL GUARANTOR</b>	<b>BOND INSTRUMENT NO.</b>	<b>BOND STATUS</b>	<b>BOND AMOUNT</b>
Surety	RLI Insurance	RLB0012044	Active	\$158,345.00

#### **Post-Mining Discharge P4**

4. Sub F Monitoring Point P-4, a Brookville coal seam deep mine discharge hydrologically connected to the Porter Operation SMP, showed signs of degradation as early as the 2011/2012 Subchapter F water year evaluation, which noted that acidity and metals concentrations were increasing (“P-4 Discharge”).

5. On July 14, 2015, the Department issued an order requiring Forcey to provide interim treatment of the P-4 Discharge, as well as provide a long-term treatment plan to treat the Sub F water back to pre-mining loadings. An updated treatment plan was submitted to the Department on January 31, 2017 and approved on April 11, 2018.

6. An aerial map depicting the location of the P-4 Discharge, which originates from an abandoned Brookville deep mine on the north side of State Route 53 (“SR 53”), is attached as Exhibit E-1. The latitude and longitude coordinates for the P-4 Discharge are as follows: latitude 40° 49’ 20.6” N and longitude 78° 27’ 29.7” W.

7. The raw water quality of the P-4 Discharge, as compiled by the Department on June 14, 2022, from analytical sampling results for the period from May 10, 2016 through April 29, 2022, is set forth in Exhibit E-2.

8. On April 11, 2018, SMP No. 17080116 was revised to add additional acreage to construct and maintain a long-term passive water treatment system to treat the P-4 Discharge. The NPDES information was also removed from the SMP and an individual NPDES Permit was issued.

9. NPDES Permit No. PA0256978 for the Porter Operation contains Outfall 004 for the mine drainage treatment system which is used to treat the P-4 Discharge. The required effluent limits applicable for Outfall 004 are set forth in the NPDES Permit, which was revised and renewed by the Department on September 4, 2020 and expires on July 6, 2025. This Permit is renewed every five years, and pursuant to the authority in 25 Pa. Code Chapter 92a, the effluent limits may change at the time of renewal or as required by the Department. The effluent limits set forth in any subsequent renewal of the NPDES Permit govern. The current effluent limits for Outfall 004, which are loading limits based on a statistical analysis of pre-mining sampling data at Sub F Monitoring Point P-4, are set forth in the NPDES Permit, as follows:



**Effluent Limits for Outfall 004**

<b>Parameter</b>	<b>30-Day Average</b>	<b>Daily Maximum</b>	<b>Instantaneous Maximum</b>
Net Acidity (lbs/day)	N/A	N/A	97.51
Total Iron (lbs/day)	N/A	N/A	9.49
Total Manganese (lbs/day)	N/A	N/A	2.13
Total Aluminum	N/A	N/A	8.37

10. In 2018, Forcey Coal constructed a passive treatment system to treat degraded the P-4 Discharge. The treatment system consists of a wooden flow measurement weir, a raw water collection sump, a rock lined collection ditch, and an anaerobic wetland (“P-4 Treatment System”). The P-4 Discharge raw water emanates from the abandoned Brookville deep mine and flows over an embankment toward SR 53 where it flows through a 24-inch diameter high density polyethylene culvert pipe to the south side of SR 53. The water is then collected in a rock lined channel and conveyed to a collection sump pond. Raw water in the sump is conveyed to the anaerobic wetland, which contains baffles for treatment, via an eight (8)-inch plastic pipe. The anaerobic wetland measures 66 feet by 43 feet at the top of freeboard and is 3 feet deep. The wetland is unlined and it consists of a 0.5-foot layer of compost to promote growth of wetland vegetation, and a 0.2-foot layer of limestone to add alkalinity. When needed, sludge from the P-4 Treatment System can be pumped into a tank truck and hauled to a sludge injection borehole above the P-9 Treatment System for disposal. Treated effluent from the anaerobic wetland discharges to pre-existing wetlands at Outfall 004. Water from the existing wetlands flows to Clearfield Creek via an existing clay tile pipe. An As-Built Design Plan depicting the P-4 Treatment System is attached as Exhibit E-3.

11. The P-4 Treatment System is situated on land owned by Brandon S. Ball and Eric J. and Jodi K. Porter. Forcey Coal has obtained from Brandon S. Ball and Eric and Jodi Porter properly executed Consent to Right of Entry forms which grant the Department, Forcey Coal, and the Trustee access to the P-4 Treatment Systems. A copy of the executed Consent to Right of Entry forms with evidence of their recordation in Clearfield County is attached as Exhibit E-4.

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

12. The estimated capital cost to construct the P-4 Treatment System, as calculated using AMDTreat, is three thousand six hundred sixty-seven dollars (\$3,667.00).

13. In order to calculate the amount necessary to fully fund the Forcey Coal Trust as a result of the addition of the P-4 Treatment System, the Department and Forcey Coal have agreed to use actual operation and maintenance costs from past operation of the P-4 Treatment System, or AMDTreat cost estimates where insufficient operation and maintenance cost data exist. A summary of current annual operation and maintenance costs for P-4 Treatment System is as follows:

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

CATEGORY	SAMPLING	LABOR	MAINTENANCE	CHEMICAL	SLUDGE REMOVAL
Rate	\$33.50/sample	\$35/hr.			
Annual Cost	\$1,189	\$227	\$500	N/A	\$0

Based on actual operation and maintenance costs from past operations and AMDTreat cost estimates, the current annual cost of operating and maintaining the P-4 Treatment

System is one thousand nine hundred sixteen dollars (\$1,916.00). The AMDTreat cost estimates are attached as Exhibit E-5.

14. In order to calculate the amount necessary to fully fund Forcey Coal Trust, the Department and Forcey Coal have agreed to use recapitalization cost data generated by AMDTreat. According to AMDTreat, the present value of recapitalization costs for the P-4 Treatment System is one thousand eight hundred eighty-six dollars (\$1,886.00). The AMDTreat Recapitalization Cost worksheet and schedule for the P-4 Treatment System is attached as Exhibit E-6.

15. In order to calculate the amount necessary to fully fund the portion of the Forcey Coal Trust that addresses the P-4 Treatment System, the parties agree that the present value of a trust to cover treatment liability for the P-4 Discharge is forty-six thousand eight hundred fifty-seven dollars and seventy cents (\$46,857.70). 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 P-4 Treatment System, as shown on the Treatment Bond/Trust Calculator attached as Exhibit E-7.

#### **Post-Mining Discharge P-9**

16. Sub F Point Monitoring P-9, which originates from a spring east of the Porter Operation SMP, is hydrologically connected to the mine site. The Sub F monitoring point showed signs of degradation during the 2012/2013 Subchapter F water year evaluation, which noted that the water exceeded critical values for acidity and metals (“P-9 Discharge”).

17. On July 14, 2015, the Department issued an order requiring Forcey to provide interim treatment at to the P-9 Discharge, as well as provide a long-term treatment plan to treat the Sub F water back to pre-mining loadings. An updated treatment plan was submitted to the Department on January 31, 2017 and approved on April 11, 2018.

18. An aerial map depicting the location of the P-9 Discharge, which emanates from the toe of a reclaimed post-mining embankment, is attached as Exhibit E-1. The latitude and longitude coordinates for the P-9 Discharge are as follows: latitude 40° 49' 29.0" N and longitude 78° 27' 09.2" W.

19. The raw water quality of the P-9 Discharge, as compiled by the Department on June 14, 2022, from analytical sampling results for the period from February 11, 2015 through April 29, 2022, is set forth in Exhibit F-1.

20. On April 11, 2018, SMP No. 17080116 was revised to add additional acreage to construct and maintain a long-term passive water treatment system to treat the P-9 Discharge. The NPDES information was also removed from the SMP and an individual NPDES Permit was issued.

21. NPDES Permit No. PA0256978 for the Porter Operation contains Outfall 005 for the mine drainage treatment system used to treat the P-9 Discharge. The required effluent limits applicable for Outfall 005 are set forth in the NPDES Permit, which was revised and renewed by the Department on September 4, 2020 and expires on July 6, 2025. This Permit is renewed every five years, and pursuant to the authority in 25 Pa. Code Chapter 92a, the effluent limits may change at the time of renewal or as required by the Department. The effluent limits set forth in any subsequent renewal of the NPDES

Permit govern. The current effluent limits for Outfall 005, which are loading limits based on a statistical analysis of pre-mining sampling data at Sub F Monitoring Point P-9, are set forth in the NPDES Permit, as follows:

**Effluent Limits for Outfall 005**

<b>Parameter</b>	<b>30-Day Average</b>	<b>Daily Maximum</b>	<b>Instantaneous Maximum</b>
Net Acidity (lbs/day)	N/A	N/A	2.10
Total Iron (lbs/day)	N/A	N/A	0.22
Total Manganese (lbs/day)	N/A	N/A	0.20
Total Aluminum	N/A	N/A	0.17

22. In 2018, Forcey Coal installed an active chemical treatment system that uses liquid caustic soda as the chemical reagent to treat the P-9 Discharge (“P-9 Treatment System”). The treatment system has an anoxic limestone drain, a 500-gallon plastic storage tank for holding caustic soda, a shed that houses a 55-gallon caustic flush tank, and two clay-lined treatment/settling ponds. Sub F Monitoring Point P-9 raw water flows into the anoxic limestone drain and through a 3” PVC pipe to the caustic flush tank where the water is treated with caustic soda and then discharges through a 6” flex corrugated plastic pipe to the first of two treatment ponds that provide retention time for water treatment and settling of solids from the water. Sludge from the treatment ponds is periodically pumped into the abandoned Shoff Deep Mine, which lies beneath the Porter Operation surface mine site, via one of two sludge injection boreholes located above the P-9 Treatment System on the Porter SMP. Sludge is pumped directly from the P-9 treatment ponds to the borehole using a 3” portable pump and flexible pump line. Treated effluent discharges from Pond 2 via a 4” PVC pipe to Outfall 005 which discharges to

Clearfield Creek. An As-Built Design Plan depicting the P-9 Treatment System is attached as Exhibit F-2.

23. The P-9 Treatment System is situated on land owned by Eric J. and Jodi K. Porter. Forcey Coal has obtained from Eric and Jodi Porter a properly executed Consent to Right of Entry form which grants the Department, Forcey Coal and the Trustee access to the P-9 Treatment Systems. A copy of the executed Consent to Right of Entry form with evidence of its recordation in Clearfield County is attached as Exhibit E-4.

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

24. The estimated capital cost to construct the P-9 Treatment System, as calculated using AMDTreat, is six thousand five hundred ninety-two dollars (\$6,592.00).

25. In order to calculate the amount necessary to fully fund the Forcey Coal Trust as a result of the addition of the P-9 Treatment System, the Department and Forcey Coal 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 P-9 Treatment System is as follows:

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

CATEGORY	SAMPLING	LABOR	MAINTENANCE	CHEMICAL	SLUDGE REMOVAL	OTHER
Rate	\$33.50/sample	\$35/hr.				
Annual Cost	\$790	\$5,460	\$210	\$4,780	\$960	\$250

Based on actual operation and maintenance costs from past operations and AMDTreat cost estimates, the current annual cost of operating and maintaining the P-9 Treatment System is twelve thousand four hundred fifty dollars (\$12,450.00). The AMDTreat cost estimates are attached as Exhibit F-3.

26. In order to calculate the amount necessary to fully fund Forcey Coal Trust, the Department and Forcey Coal have agreed to use recapitalization cost data generated by AMDTreat. According to AMDTreat, the present value of recapitalization costs for the P-9 Treatment System is one thousand seven hundred forty dollars (\$1,740.00). The AMDTreat Recapitalization Cost worksheet and schedule for the P-9 Treatment System is attached as Exhibit F-4.

27. In order to calculate the amount necessary to fully fund the portion of the Forcey Coal Trust that addresses the P-9 Treatment System, the parties agree that the present value of a trust to cover treatment liability for the P-9 Discharge is two hundred ninety-three thousand seven hundred twenty-one dollars and ten cents (\$293,721.10). 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 P-9 Treatment System, as shown on the Treatment Bond/Trust Calculator attached as Exhibit F-5.hgggh

#### **Forcey Coal Multi-Site Post-Mining Treatment Trust**

U. Forcey Coal agrees it has the legal responsibility pursuant to, *inter alia*, the Surface Mining Act, the Mine Subsidence Act, the Coal Refuse Disposal Act, the Clean Streams Law, and the regulations promulgated thereunder, to properly treat or abate the discharges from

the Delarme Mine and the Porter Operation identified in Paragraphs S.6., S.20., T.6., and T.18, above, to meet the effluent limits set forth in the then current NPDES Permits.

V. The parties have discussed the need to obtain accurate and timely information on the costs of operating and maintaining the D-7, D-14, P-4 and P-9 Treatment Systems (referred to collectively as the (“Treatment Systems”)) in order to determine and maintain the proper amount of financial assurance, and Forcey Coal has provided that information.

W. With the addition of the D-7 Treatment System, the modifications made to the D-14 Treatment System, the addition of the P-4 and P-9 Treatment Systems, and the removal of the Buterbaugh No. 1 and Buterbaugh No. 2 Treatment Systems, the parties agree that based on the formulas set forth below, the present value of the fully funded Forcey Coal Trust for the post-mining treatment liability at the Delarme Mine and the Porter Operation is four hundred ninety-seven thousand nine hundred seventy-six dollars and fifty-five cents (\$497,976.55). This sum constitutes the current present value of the estimated future operation and maintenance costs for the Treatment Systems; the current present value of the estimated future recapitalization costs for the Treatment Systems; and the current present value of the estimated future liability insurance costs for the Treatment Systems, as shown on the combined Treatment Bond/Trust Calculator attached as Exhibit G.

X. On April 27, 2023, Forcey Coal established an irrevocable charitable trust known as the Forcey Water Treatment Trust by executing a *Participation Agreement for the Clean Streams Foundation, Inc. Trust* (the “Participation Agreement”) under and pursuant to the April 7, 2001 *Declaration of Trust for the Clean Streams Foundation, Inc.* (“2001 Declaration of Trust”) with the Clean Streams Foundation, Inc. (“CSF”) 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 connected to the Delarme Mine and the Porter Operation, and secure the release of the reclamation bonds referenced in Paragraphs S.4. and T.3., above, upon completion of all other reclamation and bond release requirements and the full funding of the Forcey Water Treatment Trust pursuant to this Second COA Amendment. The Department consented to Forcey Coal entering into the Participation Agreement on April 27, 2023. The Participation Agreement establishing the Forcey Water Treatment Trust is hereby incorporated into the 2009 Trust COA and the amendments thereto and is attached as Exhibit H.

Y. Forcey Coal and the Department have agreed to transfer the Forcey Coal Trust from Northwest Savings Bank to the CSF in order to obtain the benefits of a charitable trust pursuant to Forcey Coal's authority to transfer the trust to another trustee and the Department's written confirmation of the successor trustee under Article 9.1 of the 2009 Trust Agreement.

Z. Forcey Coal has complied with the 2009 Trust COA and the First COA Amendment. As of November 29, 2023, the Forcey Coal Trust, held and managed by the Clean Streams Foundation, has a value of \$540,931.40. At this time, the Forcey Coal Trust is deemed sufficiently funded and no additional contributions from Forcey Coal are necessary to fund long-term operation and maintenance of the Treatment Systems.

AA. In order to support the wind-down of Forcey Coal's business and in anticipation of the turnover of responsibility to the Department for operation and maintenance of the Treatment Systems in accordance with Paragraph 5(a)(i) of the 2009 Trust COA, the Department has inspected and evaluated the Treatment Systems and determined that they are satisfactorily maintained in good operating condition and operate in a manner that consistently meets the effluent limits set forth in the applicable and current NPDES Permits referenced above.

BB. In accord with the requirements under the Pennsylvania Business Corporations Law to wind up the corporation by discharging Forcey Coal's debts and other liabilities, settle and close Forcey Coal's business, and marshal and distribute the assets of the corporation including obligations under its regulatory approvals and the 2009 Trust COA, the First COA Amendment, and 2009 Trust Agreement as described herein, the officers of Forcey Coal have agreed to enter into this Second COA Amendment with the Department.

CC. Forcey Coal no longer has any remaining active mining operations but currently retains water treatment liability under SMP Nos. 17050109 and 17080116 that are associated with the 2009 Trust COA, the First COA Amendment, and this Second COA Amendment and with Forcey Coal's NPDES Permit Nos. PA0256293 and PA0256978.

DD. Consistent with the purpose of the Forcey Coal Trust as specified in Paragraph 5.a of the 2009 Trust COA, due to Forcey Coal's inability to continue to operate and maintain the Treatment Systems and treat the post-mining discharges, and Forcey Coal's intended dissolution as described above, the officers of Forcey Coal are tendering those obligations and the corporation's rights under the Forcey Water Treatment Trust to the Department and the CSF, as described herein and subject to the terms set forth below.

EE. The parties hereto acknowledge the intended dissolution of Forcey Coal as a business entity, Forcey Coal's agreement to fully fund the Forcey Water Treatment Trust, and settlement of Forcey Coal's legal obligation to provide financial resources to the Commonwealth to provide for long-term water pollution treatment, as required by Section 4(d.2) of SMCRA, 52 P.S. § 1396.4(d.2.), along with a limitation of liability for Forcey Coal, its shareholders, officers and directors, as set forth herein.

## ORDER

After full and complete negotiation of all matters set forth in this Second COA Amendment 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 Forcey Coal as follows:

1. **Authority.** This Second COA Amendment to the 2009 Trust COA 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 Forcey Coal to comply with any term or condition of this Second COA Amendment shall subject Forcey Coal 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. Forcey Coal agrees that the findings in Paragraphs A through EE of this Second COA Amendment are true and correct, and in any matter or proceeding involving Forcey Coal and the Department, Forcey Coal shall not challenge the accuracy or validity of these findings.

b. The parties do not authorize any other persons to use the findings in the 2009 Trust COA, the First COA Amendment, and this Second COA Amendment in any matter or proceeding.

c. These findings are hereby incorporated into the 2009 Trust COA, the First COA Amendment, and the 2009 Trust Agreement by reference as if fully set forth therein.

3. The Porter Operation is hereby added to the 2009 Trust COA and is subject to the terms, conditions and obligations thereof, except as modified herein.

4. Paragraph 5.a.(i) of the 2009 Trust COA is deleted and replaced with the following:

5. ***Establishment and Funding of the Forcey Coal Post-Mining Treatment Trust and Release of the Forcey Coal Surety Bonds and Financial Guarantees.***

a.(i) Forcey Coal has established an irrevocable charitable trust known as the Forcey Water Treatment Trust with the CSF by executing the “Participation Agreement” on April 27, 2023, a copy of which is attached as Exhibit H. Forcey Coal has transferred the Forcey Coal Trust from Northwest Savings Bank to the CSF in order to obtain the benefits of a charitable trust pursuant to Forcey Coal’s authority to transfer the trust to another trustee and the Department’s written confirmation of the successor trustee under Article 9.1 of the 2009 Trust Agreement. The Forcey Water Treatment Trust secures Forcey Coal’s obligation to treat the D-7, D-14, P-4 and P-9 Discharges, including its legal obligation to operate and maintain the Treatment Systems in perpetuity or until the Department determines that water treatment is no longer necessary. The Forcey Water Treatment Trust also secures Forcey Coal’s obligation to provide financial resources to the Department and the citizens of the Commonwealth sufficient to operate and maintain the Treatment Systems and to treat the mine drainage in perpetuity in the event Forcey Coal becomes unable or unwilling to meet these obligations. The Forcey

Water Treatment Trust shall provide for the demolition of treatment facilities and reclamation of the treatment site should treatment no longer be needed.

5. ***Real and Personal Property.***

a. Forcey Coal has created an inventory of all the equipment, facilities, and other personal property used by Forcey Coal for the treatment of the post-mining discharges associated with the Delarme Mine and Porter Operation surface mine sites described above (“Personal Property”) which has been reviewed and approved by the Department. The inventory of Personal Property is set forth on page 3 of the Bill of Sale and License Agreement between Forcey Coal and the CSF attached as Exhibit I. Forcey Coal has transferred and conveyed to the Trustee, without reservation, all Personal Property including, but not limited to, the equipment and other property listed in the inventory set forth in Exhibit I in order to ensure continued treatment of the discharges by the Department and the Trustee. Said transfer and conveyance has been made pursuant to the Bill of Sale and License Agreements attached as Exhibit I.

b. Since execution of the 2009 Trust COA and the First COA Amendment, Forcey Coal has obtained and provided to the Department properly executed and recorded access easements required by the Department and the Trustee to gain legal access to the real property containing the Treatment Systems, including the equipment and facilities for the treatment of the discharges associated with the Delarme Mine and Porter Operation Mine sites. Copies of the executed and recorded Consent to Right of Entry forms are more fully described in Paragraphs S.13, S.24, T.11 and T.23, above.

6. ***Treatment Liability.***

a. As set forth in Paragraph Q.9, above, Forcey Coal has been relieved of its water treatment liability with respect to the Buterbaugh No. 1 Mine SMP, and the associated

Buterbaugh No. 1 Treatment System is hereby removed from the Forcey Water Treatment Trust.

b. As set forth in Paragraph R.7, above, Forcey Coal has been relieved of its water treatment liability with respect to the Buterbaugh No. 2 Mine SMP, and the associated Buterbaugh No. 2 Treatment System is hereby removed from the Forcey Water Treatment Trust.

c. On January 1, 2024, the CSF shall take over operation and management of the Treatment Systems on behalf of the Department, and the Department, as the named beneficiary of the Forcey Water Treatment Trust, will utilize the funds in the Forcey Water Treatment Trust to operate and maintain the Treatment Systems in a manner consistent with the 2009 Trust COA, the First COA Amendment, this Second COA Amendment, and the Participation Agreement.

7. Paragraph 16 of the 2009 Trust COA is revised as follows:

16. ***Forcey Coal's Continuing Obligation.***

The Department acknowledges that under the terms of this Second COA Amendment, after the CSF takes over operation and management of the Treatment Systems on behalf of the Department, Forcey Coal, its shareholders, officers and directors will have no further obligation, responsibility or liability for: (i) for the ongoing treatment of the mine discharges associated with the Delarme Mine, SMP No. 17050109, and the Porter Operation, SMP No. 17080116, identified in Paragraphs S.1 and T.1, above, or (ii) any other obligation or responsibility under the 2009 Trust COA, the First COA Amendment, and the 2009 Trust Agreement.

8. ***Waiver of Rights to Trust and to Distribution from the Trust.*** With the exception of the Annual Distribution to which Forcey Coal may be entitled to pursuant to Paragraph 6 of the 2009 Trust COA, Forcey Coal hereby waives any right, title or interest in the

Forcey Coal Trust or the Forcey Water Treatment Trust following execution of this Second COA Amendment. Forcey Coal also waives any right to, and the Forcey Water Treatment Trust shall retain, all future disbursements Forcey Coal may be entitled to under the 2009 Trust COA, including but not limited to, any distribution that Forcey Coal may be entitled to under Paragraph 8 of the 2009 Trust COA. Such funds shall remain in the Forcey Water Treatment Trust and accrue for the benefit of the CSF and the Department to be used to operate and maintain the Treatment Systems or as the Department and Trustee see fit to benefit waters of the Commonwealth.

9. All of the defined terms in this Second COA Amendment shall have the same meaning ascribed to them in the 2009 Trust COA.

10. Except as modified herein by this Second COA Amendment, all other provisions of the 2009 Trust COA and the First COA Amendment shall remain in full force and effect.

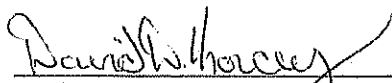
11. ***Execution of Agreement.***

This Second COA Amendment 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.

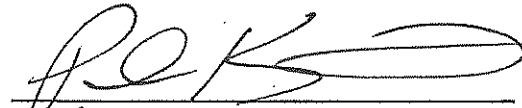
IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Consent Order and Agreement be executed by their duly authorized representatives. The undersigned Representatives of Forcey Coal certify under penalty of law, as provided by 18 Pa.C.S. § 4904, that they are authorized to execute this Second Amendment to Consent Order and Agreement on behalf of Forcey Coal; that Forcey Coal consents to the entry of this Second Amendment to Consent Order and Agreement as a final ORDER of the Department; and that Forcey Coal hereby knowingly waives its rights to appeal this Second Amendment to Consent

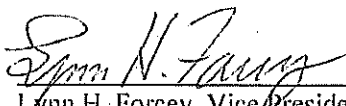
Order and Agreement and to challenge its content or validity, which rights may be available under Section 4 of the Environmental Hearing Board Act, the Act of July 13, 1988, P.L. 530, No 1988-94, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa.C.S. § 103(a) and Chapters 5A and 7A; or any other provision of law. Signature by Forcey Coal's attorney certifies only that the agreement has been signed after consulting with counsel.

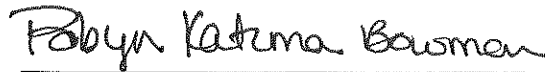
FOR FORCEY COAL, INC:

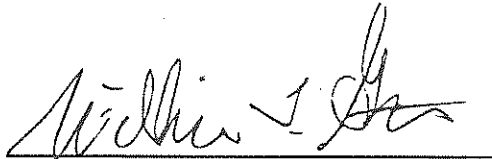
  
David D. Forcey, President

FOR THE COMMONWEALTH OF  
PENNSYLVANIA, DEPARTMENT OF  
ENVIRONMENTAL PROTECTION:

  
Paul A. Kephart,  
District Mining Manager  
Mshanon District Mining Office

  
Lynn H. Forcey, Vice President and  
Secretary

  
Robyn Katzman Bowman  
Assistant Counsel  
Southcentral Region Office of Chief  
Counsel

  
William T. Gorton III, Esq.  
Stites & Harbison  
Attorney for Forcey Coal, Inc.



## **EXHIBIT LIST**

EXHIBIT A            2009 Trust COA  
EXHIBIT B            First COA Amendment

### **D-14 Treatment System Exhibits**

EXHIBIT C-1        Aerial map depicting location of D-14 Discharge  
EXHIBIT C-2        Raw Water Quality Sample Results for D-14 Discharge  
EXHIBIT C-3        As-Built design plan depicting configuration of D-14 Treatment  
                         System  
EXHIBIT C-4        Consent to Right of Entry from Dolores A. Cable  
EXHIBIT C-5        AMDTreat Cost Estimates for D-14 Treatment System  
EXHIBIT C-6        AMDTreat Recapitalization Cost Worksheet and Schedule for D-  
                         14 Treatment System  
EXHIBIT C-7        AMDTreat Treatment Bond/Trust Calculator for D-14 Treatment  
                         System

### **D-7 Treatment System Exhibits**

EXHIBIT C-1        Aerial map depicting location of D-7 Discharge  
EXHIBIT D-1        Raw Water Quality Sample Results for D-7 Discharge  
EXHIBIT D-2        As-Built design plan depicting configuration of D-7Treatment  
                         System  
EXHIBIT D-3        Contractual Consent of Landowner from Robert J. Tepke  
EXHIBIT D-4        AMDTreat Cost Estimates for D-7 Treatment System  
EXHIBIT D-5        AMDTreat Recapitalization Cost Worksheet and Schedule for  
                         D-7 Treatment System  
EXHIBIT D-6        AMDTreat Treatment Bond/Trust Calculator for D-7 Treatment  
                         System

### **P-4 Treatment System Exhibits**

EXHIBIT E-1        Aerial map depicting location of P-4 Discharge  
EXHIBIT E-2        Raw Water Quality Sample Results for P-4 Discharge  
EXHIBIT E-3        As-Built design plan depicting configuration of P-4 Treatment  
                         System  
EXHIBIT E-4        Consent to Right of Entry from Eric and Jodi Porter and Brandon  
                         Ball  
EXHIBIT E-5        AMDTreat Cost Estimates for P-4 Treatment System  
EXHIBIT E-6        AMDTreat Recapitalization Cost Worksheet and Schedule for P-4  
                         Treatment System  
EXHIBIT E-7        AMDTreat Treatment Bond/Trust Calculator for P-4 Treatment  
                         System

### **P-9 Treatment System Exhibits**

EXHIBIT E-1        Aerial map depicting location of P-9 Discharge  
EXHIBIT F-1        Raw Water Quality Sample Results for P-9 Discharge

EXHIBIT F-2	As-Built design plan depicting configuration of P-9 Treatment System
EXHIBIT E-4	Consent to Right of Entry Forms for Porter Operation
EXHIBIT F-3	AMDTreat Cost Estimates for P-9 Treatment System
EXHIBIT F-4	AMDTreat Recapitalization Cost Worksheet and Schedule for P-9 Treatment System
EXHIBIT F-5	AMDTreat Treatment Bond/Trust Calculator for P-9 Treatment System

**Global Treatment Trust Exhibits**

EXHIBIT G	Combined Global Treatment Bond/Trust Calculator
EXHIBIT H	Participation with Clean Streams Foundation, Inc.
EXHIBIT I	Bill of Sale and License Agreement Including Inventory of the Equipment, Facilities and Other Personal Property

# EXHIBIT A

094066

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

In the Matter of:

Forcey Coal, Inc.	:	SMP No. 17010109 (Buterbaugh 2 Mine)
P.O. Box 225	:	SMP No. 17990112 (Buterbaugh 1 Mine)
Madera, PA 16661	:	Bigler Township, Clearfield County
	:	Alternative Financial Assurance Mechanism

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

This Consent Order and Agreement is entered into this 18 day of Aug 2009, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department"), and Forcey Coal, Inc. ("Forcey Coal").

A. The Department is the agency with 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. §§ 30.51-30.206 ("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 ("Rules and Regulations") promulgated thereunder.

B. Pursuant to § 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

# EXHIBIT B

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

In the Matter of:

Forcey Coal, Inc.	:	SMP No. 17010109 (Buterbaugh 2 Mine)
P. O. Box 225	:	SMP No. 17990112 (Buterbaugh 1 Mine)
Madera, PA 1661	:	SMP No. 17050109 (Delarme Mine)
	:	Bigler and Bloom Townships, Clearfield County
	:	Alternative Financial Assurance Mechanism

**FIRST AMENDMENT TO  
POSTMINING TREATMENT TRUST CONSENT ORDER AND AGREEMENT**

This First Amendment Consent Order and Agreement is entered into this 4<sup>th</sup> day of December, 2014, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department"), and Forcey Coal Inc. ("Forcey Coal")

1. On August 18, 2009, the Department and Forcey Coal entered into a Post Mining Treatment Consent Order and Agreement ("2009 COA").
2. The Department and Forcey Coal are entering with this First Amendment to the 2009 COA to add a new site, the Delarme Mine, to sites covered by the trust established by the 2009 COA.
3. On September 22, 2006, the Department issued Surface Mining Permit 17050109 to Forcey Coal for the Delarme Mine which is located in Bloom Township, Clearfield County. The SMP included, as Part A, NPDES Permit No. PA0256293. The SMP and NPDES permits were renewed on September 22, 2011.
4. On November 19, 2013, the Permit was revised to identify and include monitoring point D-14 and the Delarme Mine Treatment System.
5. In June 2011, Forcey Coal completed coal removal operations at the Delarme Mine and backfilled and reclaimed the site.
6. On August 14, 2013, the Department determined that D-14, a water monitoring point, was degraded as a result of coal removal operations at the Delarme Mine. D-14 is located in the West side of the permitted area near the Unnamed Tributary to Little Anderson Creek as shown on Exhibit 9.0 that is part of SMP

# EXHIBIT C-1





EXHIBIT C-1

**LOCATION MAP**  
**Forcey Coal, Inc. - Delarme Mine**  
**D7 and D14 Treatment Systems**  
**Bloom Township, Clearfield County**

D7 Treatment System

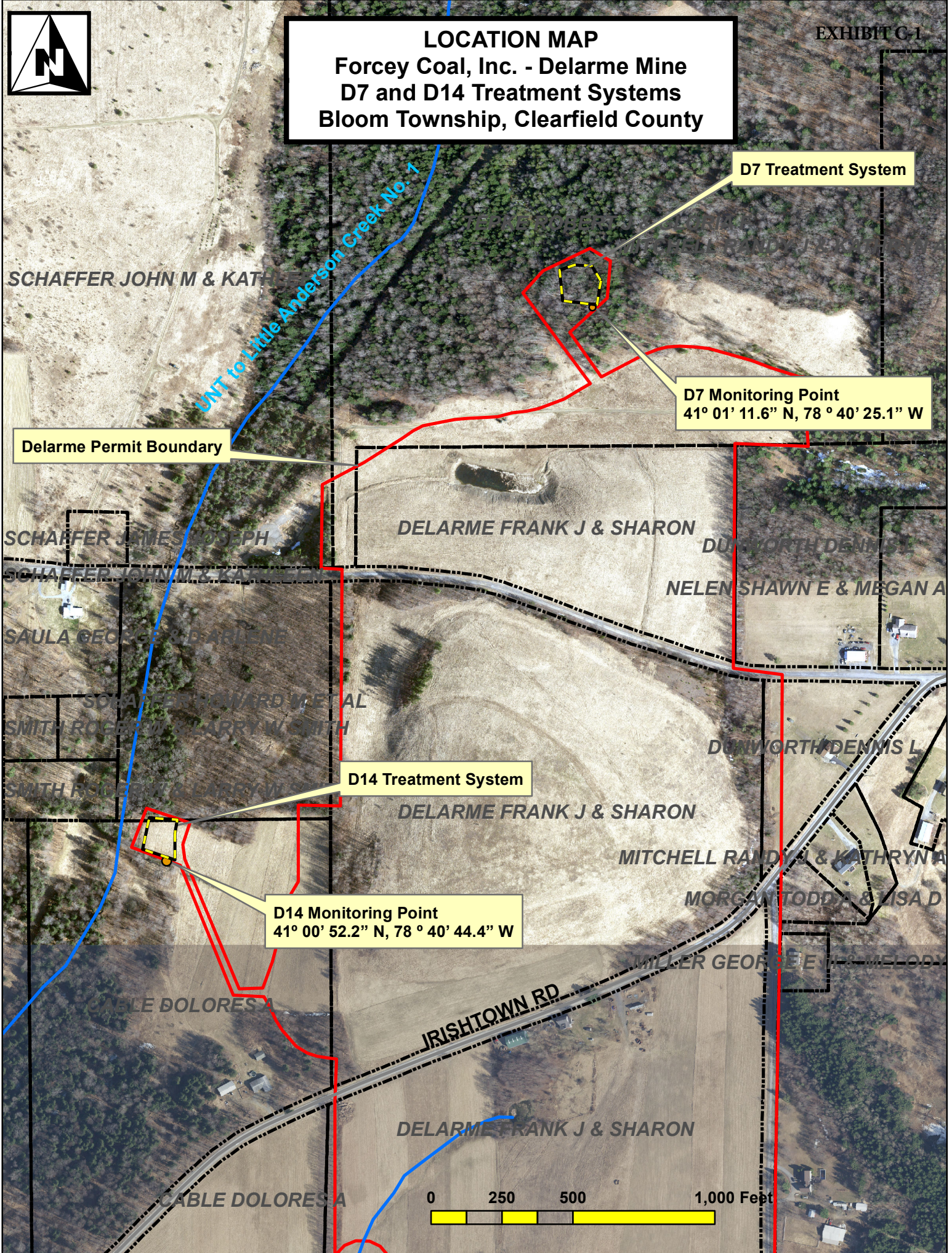
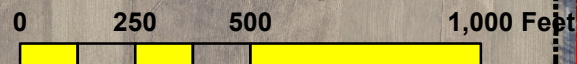
D7 Monitoring Point  
41° 01' 11.6" N, 78° 40' 25.1" W

Delarme Permit Boundary

D14 Treatment System

D14 Monitoring Point  
41° 00' 52.2" N, 78° 40' 44.4" W

IRISHTOWN RD





# EXHIBIT C-2

# MP D-14

EXHIBIT C-2

## Concentrations and Loads Report for 17050109/MP D-14 Forcey Porter Mine

### Sample Results, Concentrations in mg/L

MP ID	Collector ID	Seq #	Date Collected	Flow (gal/min)	Al (mg/L)	Alk (mg/L)	Fe (mg/L)	Hot Acidity (mg/L)	Mn (mg/L)	pH	SO4 (mg/L)
D-14	4407	310	6/24/2015	50	0.50	22.40	0.30	0.00	2.70	6.00	114.10
D-14	4407	358	8/25/2016	2	0.50	19.00	0.30	-5.20	4.05	5.60	227.70
D-14	4407	485	11/28/2017	20	0.50	22.20	0.30	0.20	3.56	5.50	216.70
D-14	4407	504	4/25/2018	50	0.50	29.80	0.30	-11.80	5.42	5.60	347.80
D-14	4407	529	9/5/2018	10	0.50	37.00	0.30	-24.40	7.00	6.10	379.70
D-14	4407	569	5/3/2019	50	0.30	23.00	0.10	-9.00	3.60	5.70	230.60
D-14	4407	584	6/20/2019	80	0.50	25.20	0.30	-14.00	3.01	5.70	210.50
D-14	4407	623	12/11/2019	50	0.50	15.80	0.30	3.40	1.21	5.20	122.10
D-14	4407	638	3/24/2021	35	0.50	18.60	0.30	-7.20	1.57	5.50	177.70
D-14	4407	646	6/16/2021	25	0.50	24.80	0.30	-12.60	2.53	5.60	217.00

### Concentration Information

Average	37.20	0.48	23.78	0.28	-8.06	3.46	5.65	224.39
Max	80	0.50	37.00	0.30	3.40	7.00	6.10	379.70
Median	42.5	0.50	22.70	0.30	-8.10	3.29	5.60	216.85

### Loadings (lb/day)

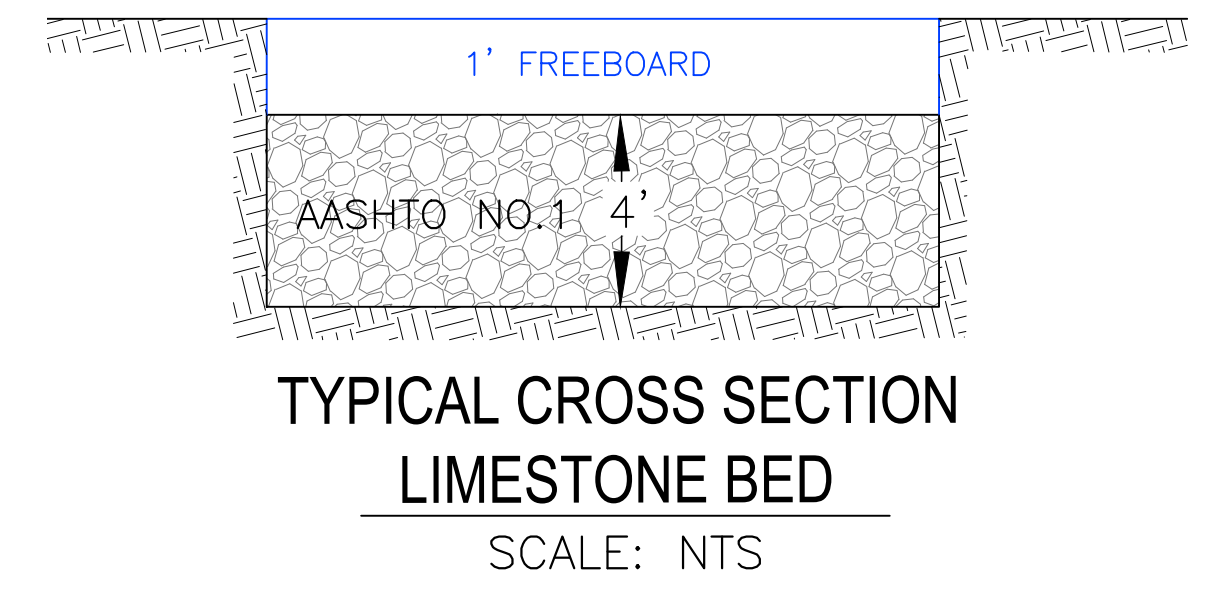
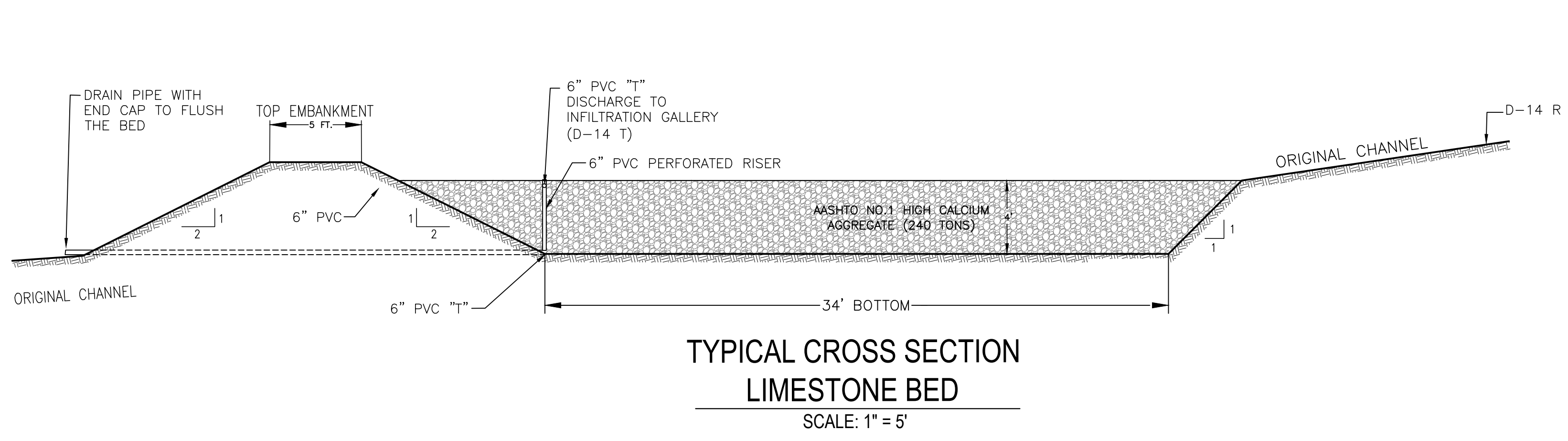
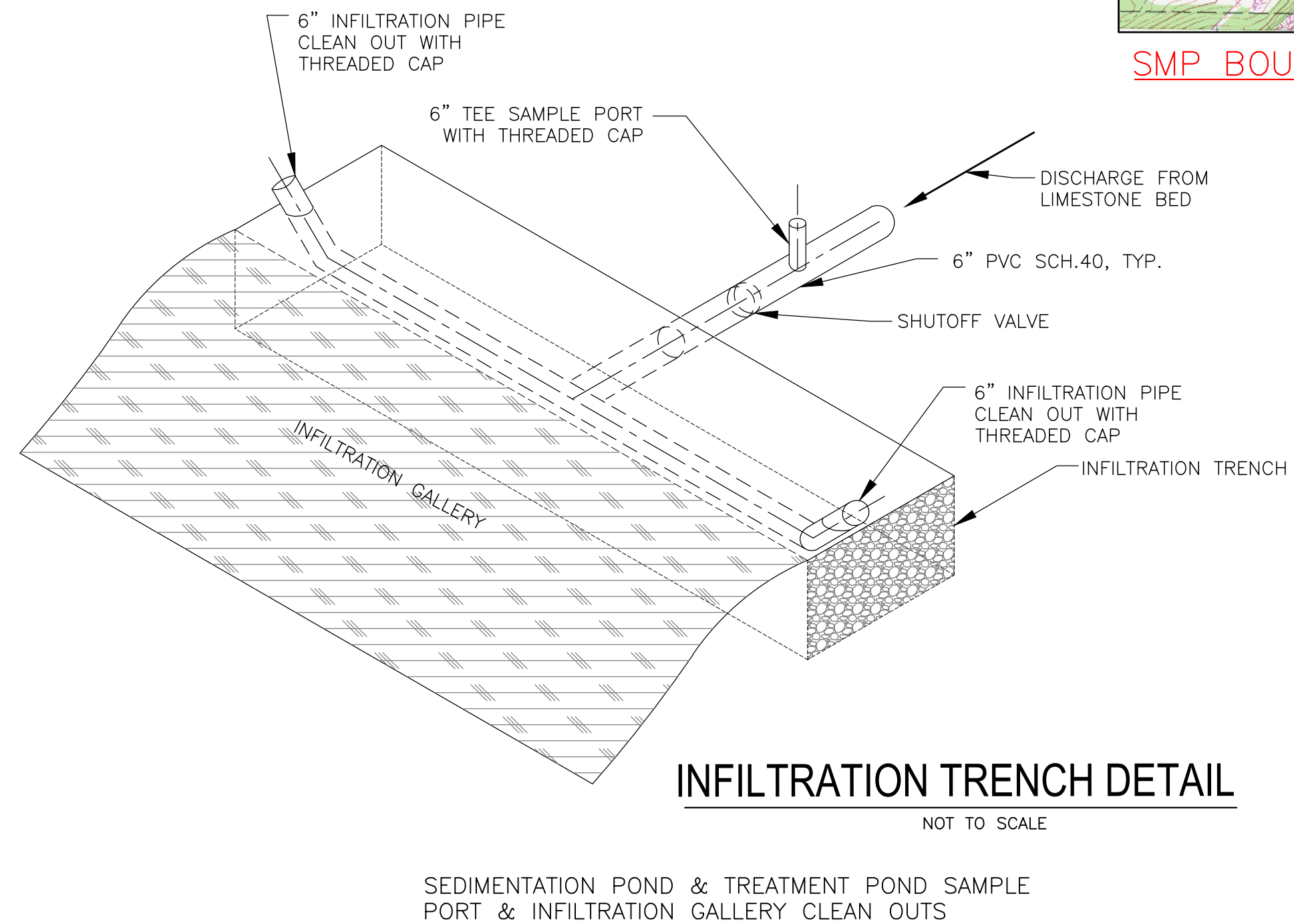
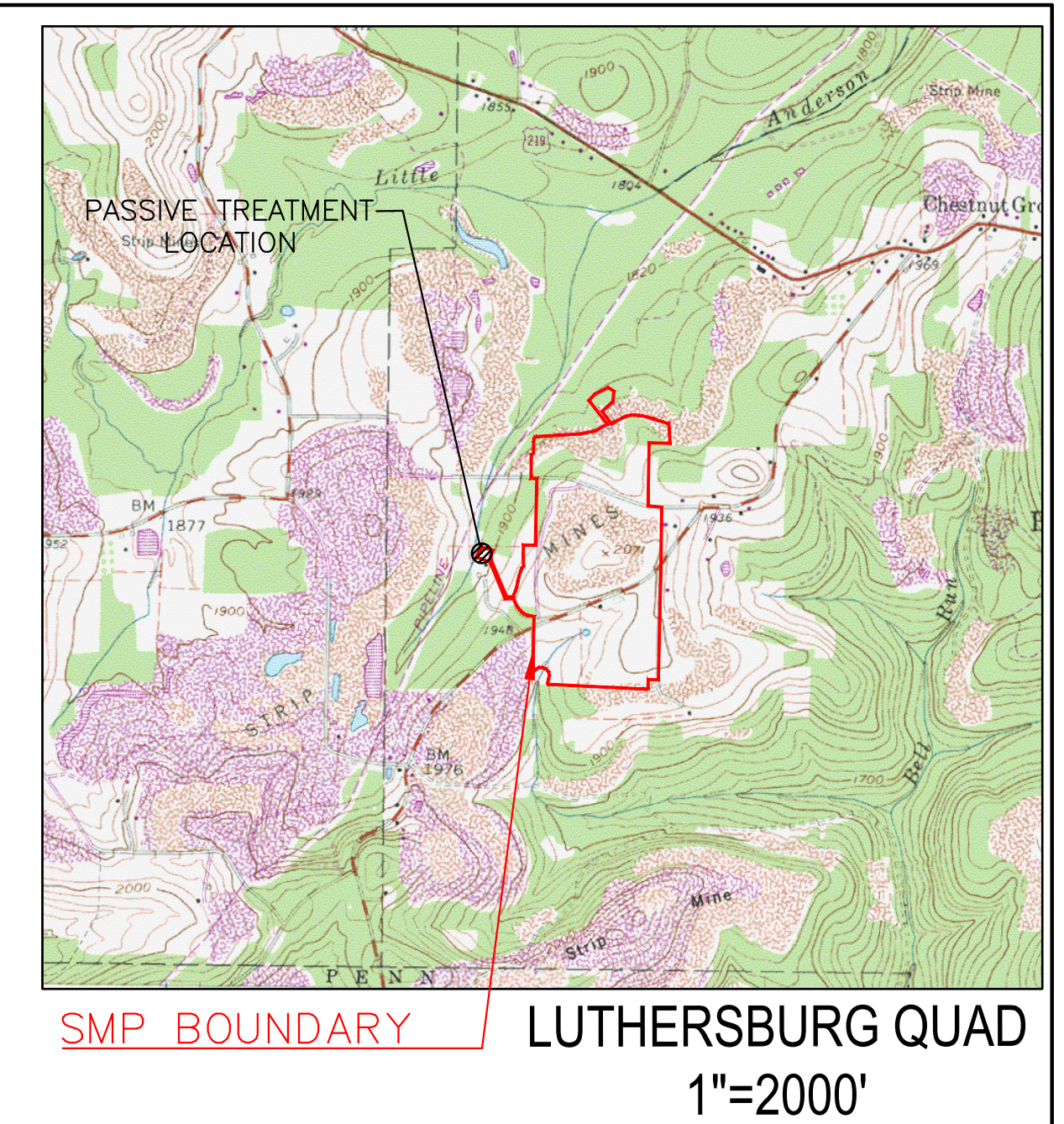
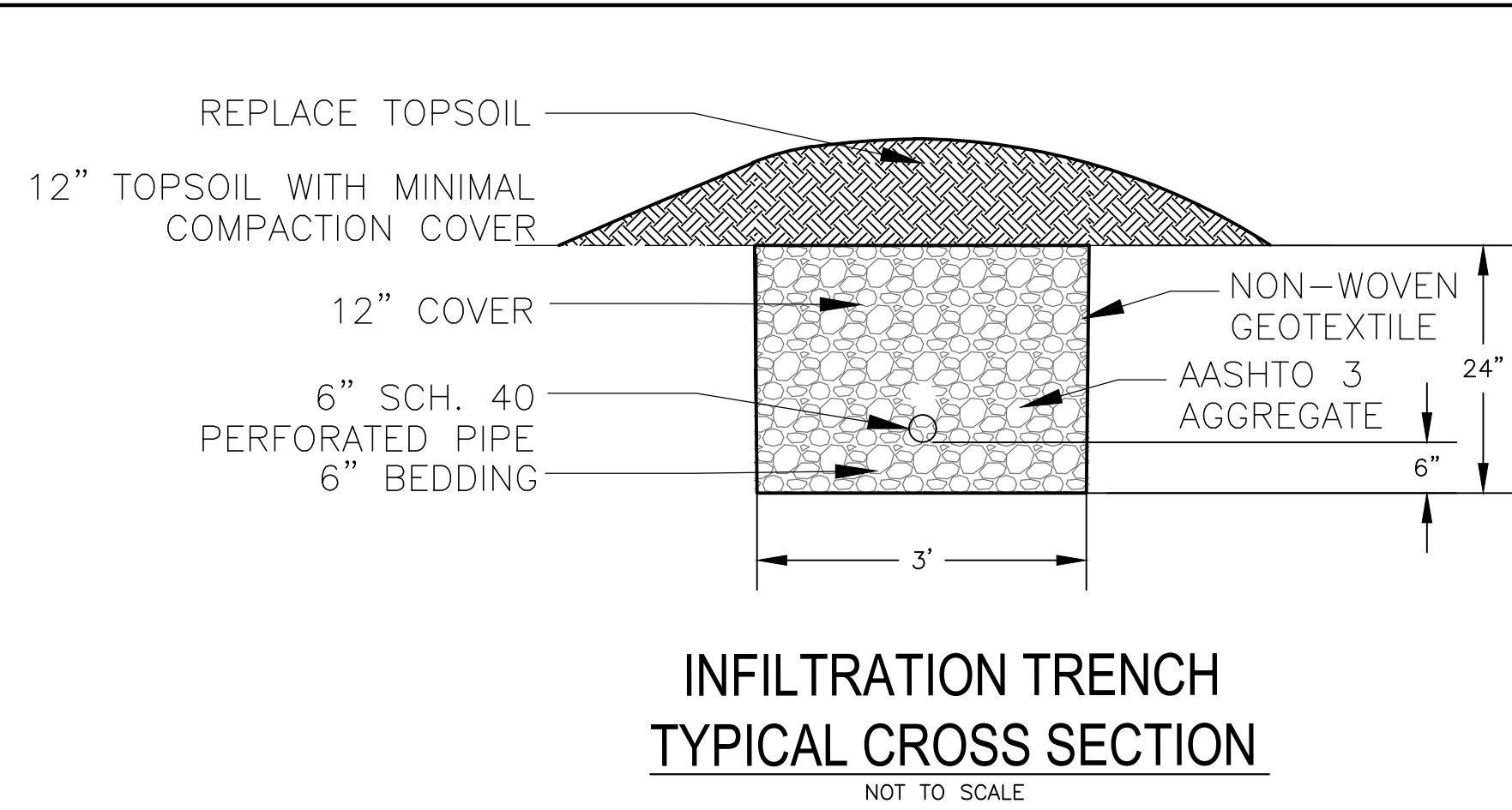
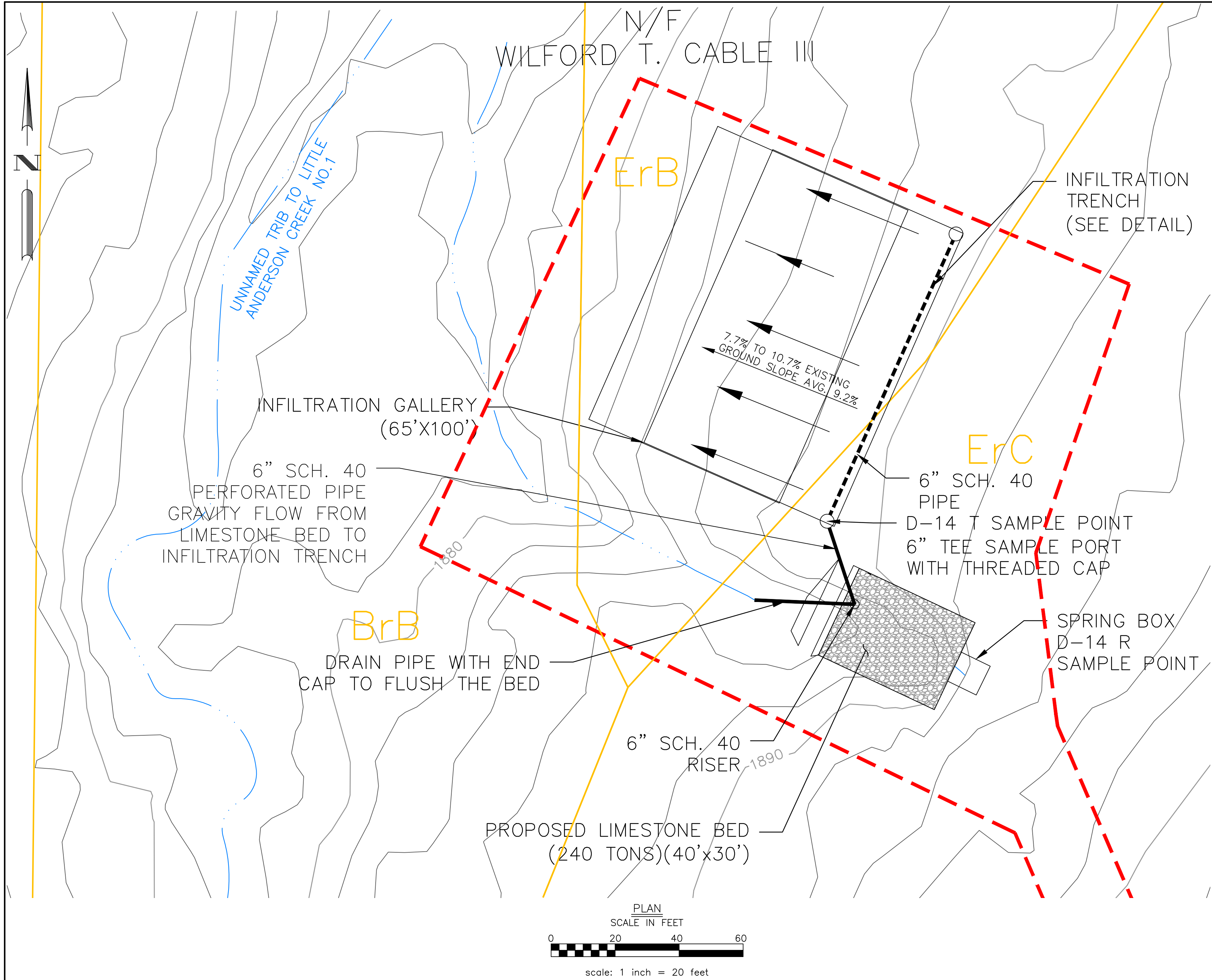
MP ID	Collector ID	Seq #	Date Collected	Flow (gal/min)	Al (lb/day)	Alk (lb/day)	Fe (lb/day)	Hot Acidity (lb/day)	Mn (lb/day)	SO4 (lb/day)
D-14	4407	310	6/24/2015	50	0.30	13.46	0.18	0.00	1.62	68.56
D-14	4407	358	8/25/2016	2	0.01	0.46	0.01	-0.12	0.10	5.47
D-14	4407	485	11/28/2017	20	0.12	5.34	0.07	0.05	0.86	52.09
D-14	4407	504	4/25/2018	50	0.30	17.91	0.18	-7.09	3.26	209.00
D-14	4407	529	9/5/2018	10	0.06	4.45	0.04	-2.93	0.84	45.63
D-14	4407	569	5/3/2019	50	0.18	13.82	0.06	-5.41	2.16	138.57
D-14	4407	584	6/20/2019	80	0.48	24.23	0.29	-13.46	2.90	202.39
D-14	4407	623	12/11/2019	50	0.30	9.49	0.18	2.04	0.73	73.37
D-14	4407	638	3/24/2021	35	0.21	7.82	0.13	-3.03	0.66	74.75
D-14	4407	646	6/16/2021	25	0.15	7.45	0.09	-3.79	0.76	65.20

### Load Information

Average (lb/day)	0.21	10.44	0.12	-3.37	1.39	93.50
Max (lb/day)	0.48	24.23	0.29	2.04	3.26	209.00
Median (lb/day)	0.20	8.66	0.11	-2.98	0.85	70.97

# EXHIBIT C-3





- NOTES:**
1. INTEGRATION TRENCH AND PIPE TO BE INSTALLED LEVEL ALONG ENTIRE LENGTH.
  2. FLOW TO BE GRAVITY FROM LIMESTONE BED TO INTEGRATION TRENCH CONNECTION.
  3. INTEGRATION GALLERY DIMENSIONS CALCULATED IN ATTACHED NARRATIVE.
  4. PIPE LENGTH IN INTEGRATION TRENCH TO BE EQUAL TO SPECIFIED GALLERY LENGTH.
  5. PIPE TO BE 6" DIAMETER WITH 1/2" PERFORATIONS PLACED 2' O/C AT THE BOTTOM OF THE PIPE.
  6. INTEGRATION SYSTEM TO BE TESTED AS SOON AS POSSIBLE AFTER INSTALLATION TO INSURE SATISFACTORY PERFORMANCE.
  7. PERIMETER OF THE INTEGRATION FIELD TO BE DELINEATED. NO TRESPASSING SIGNS TO BE PLACED ON INTEGRATION GALLERY TO ATTEMPT TO PREVENT ACTIVITY THAT MAY CAUSE COMPACTION.

	DELARME MINE FORCEY COAL INC. AS-BUILT (D-14)TREATMENT SYSTEM SMP NO. 17050109 SITUATE BLOOM TOWNSHIP, CLEARFIELD COUNTY, PA	
	SCALE: AS SHOWN	DATE: 7/27/2022
	<b>MINETECH ENGINEERS INC.</b> ALTOONA, PENNSYLVANIA	



# EXHIBIT C-4

# CLEARFIELD COUNTY RECORDER OF DEEDS

**Maurene E. Inlow, Recorder**  
**Cynthia R. Coudriet - Chief Deputy**

P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

## \*RETURN DOCUMENT TO:

FORCEY COAL INC  
475 BANION ROAD  
MADERA, PA 16661

Instrument Number - 201802517

Recorded On 3/2/2018 At 12:08:47 PM

\* Instrument Type - CONSENT

\* Total Pages - 4

Invoice Number - 331562

\* Mortgagor - CABLE, DOLORES A

\* Mortgagee - FORCEY COAL INC

\* Customer - FORCEY COAL INC

### \* FEES

STATE WRIT TAX \$0.50

RECORDING FEES - \$13.00

RECORDER

RECORDER IMPROVEMENT \$3.00

FUND

COUNTY IMPROVEMENT FUND \$2.00

TOTAL PAID \$18.50

RECEIVED

MAY 10 2023

DEP  
Moshannon DMO

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



*Maurene E. Inlow*  
Maurene E. Inlow  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

# Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

MAY 10 2023

Permit No. **DEP**  
Moshannon DMO

## 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: Dolores A. Cable Name: \_\_\_\_\_  
Address: 6333 Gristtown Rd Champion, Pa Address: \_\_\_\_\_  
16838

WHEREAS, the Property Owner(s) own surface property containing 42 acres located in Bloom Township, CLEARFIELD County, Pennsylvania, and described in Deed Book Volume \_\_\_\_\_, Page \_\_\_\_\_, in the CLEARFIELD County Recorder's Office (the Property); 1040-007-000-00004

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, Forney Coal Inc. ("Operator") conducted surface mining activities on or adjacent to the Property pursuant to Surface Mining Permit No. 17050109

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;

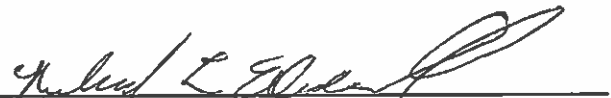
WHEREAS, the Property Owner(s) acknowledge that treatment of the mine drainage on the Property will provide benefits to the Property Owner and to the Commonwealth through abatement of a nuisance, restoration of land affected by mining operations, and prevention of pollution to waters of the Commonwealth;

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 \_\_\_\_\_ 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.

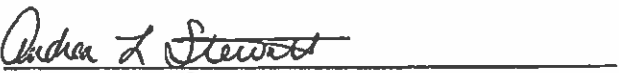
For [Operator]

  
 Name: David D. Forney  
 Title: President

  
 Witness

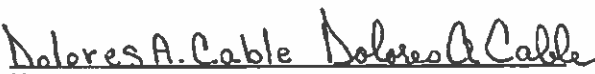
For the Department of Environmental Protection:

  
 Name: Michael W. Smith  
 Title: District Mining Manager

  
 Witness

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 24<sup>th</sup> day of November, 2014.

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

  
 Name: Dolores A. Cable

RECEIVED

MAY 10 2023



ACKNOWLEDGEMENT

STATE OF Pennsylvania :  
COUNTY OF Clearfield : ss

On this, the 21<sup>st</sup> day of November, 2004, before me, the undersigned Notary, personally appeared

Dolores A. Cable

(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)

Constance L. Smith  
Notary Public

My Commission Expires:

NOTARIAL SEAL  
CONSTANCE L. SMITH, Notary Public  
Bigler Township, Clearfield Co., PA  
My Commission Expires, October 24, 2017

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MAY 10 2023

DEP  
Moshannon DMO

# EXHIBIT C-5

Company Name Forcey Coal, Inc.Project DeLarme D14Site Name Forcey Delarme D14**AMD TREAT****AMD TREAT MAIN COST FORM****Costs****AMDTREAT**

<u>Passive Treatment</u>	<u>A</u>	<u>S</u>	
Vertical Flow Pond			\$0
Anoxic Limestone Drain			\$0
Anaerobic Wetlands			\$0
Aerobic Wetlands			\$0
Manganese Removal Bed	1	0	\$8,553
Oxic Limestone Channel			\$0
Limestone Bed			\$0
BIO Reactor			\$0
Passive Subtotal:			<b>\$8,553</b>
<u>Active Treatment</u>			
Caustic Soda			\$0
Hydrated Lime			\$0
Pebble Quick Lime			\$0
Ammonia			\$0
Oxidants			\$0
Soda Ash			\$0
Active Subtotal:			<b>\$0</b>
<u>Ancillary Cost</u>			
Ponds			\$0
Roads			\$0
Land Access			\$0
Ditching			\$0
Engineering Cost	1	0	\$1,070
Ancillary Subtotal:			<b>\$1,070</b>
Other Cost (Capital Cost)			<b>\$2,144</b>
Total Capital Cost:			<b>\$11,767</b>
<u>Annual Costs</u>			
Sampling	1	0	\$1,264
Labor	1	0	\$455
Maintenance	1	0	\$374
Pumping			\$0
Chemical Cost			\$0
Oxidant Chem Cost			\$0
Sludge Removal			\$0
Other Cost (Annual Cost)			\$0
Land Access (Annual Cost)			\$0
Total Annual Cost:			<b>\$2,093</b>
Other Cost	1	0	

**Water Quality**

Design Flow	55.00	gpm
Typical Flow	37.00	gpm
Total Iron	0.00	mg/L
Ferrous Iron	0.00	mg/L
Aluminum	0.16	mg/L
Manganese	7.00	mg/L
pH	5.50	su
Alkalinity	26.80	mg/L
TIC	0.00	mg/L

☐ Calculate Net Acidity☒ Enter Hot Acidity manually

Acidity -10.00 mg/L

Sulfate	318.00	mg/L
Chloride	0.00	mg/L
Calcium	0.00	mg/L
Magnesium	0.00	mg/L
Sodium	0.00	mg/L
Water Temperature	20.00	C
Specific Conductivity	729.00	uS/cm
Total Dissolved Solids	0.00	mg/L
Dissolved Oxygen	0.01	mg/L
Typical Acid Loading	-1.0	tons/yr

Total Annual Cost: per  
1000 Gal of H2O Treated \$0.107

Company Name Forcey Coal, Inc.Project DeLarme D14Site Name Forcey Delarme D14

AMDTREAT

## AMD TREAT MANGANESE REMOVAL BED

MN Removal Bed Name D14

### SIZING METHODS Select One

Tons of Limestone Needed

1,160.93☐ Based on Retention Time

Tons of Limestone Needed

240.00☒ Based on Tons of Limestone

Tons of Limestone Needed

3,124.22☐ Based on Dimensions

Tons of Limestone Needed

0.00☐ Based on Kinetics

1. Retention Time

           days

2. Limestone Needed

240 tons

3. Length at Top of Freeboard

           ft

4. Width at Top of Freeboard

           ft

5. Rate Constant (k)

           hr/ft

### ☐ Opening Screen Water Parameters

#### Influent Water Parameters that Affect MN Removal Bed

Calculated Acidity

-13.01 mg/L

Alkalinity

26.80 mg/L
☐ Calculate Net  
Acidity  
(Acid-Alkalinity)

☒ Enter Net Acidity  
manually
Net Acidity  
(Hot Acidity)-10.00 mg/L

Design Flow

55.00 gpm

Typical Flow

37.00 gpm

Total Iron

0.00 mg/L

Aluminum

0.16 mg/L

Manganese

7.00 mg/L

6. Stone Diameter

1.00

inches

7. Effluent Mn Concentration

5.00

mg/l

8. % Void Space of Limestone Bed

43.00

%

9 Density of Loose Limestone

94.30

lbs/ft3

10. Limestone Unit Cost

27.00

\$/ton

11. Limestone Placement Unit Cost

5.50

\$/yd3

12. Freeboard Depth

1.00

ft

13. Limestone Depth

4.00

ft

14. Excavation Unit Cost

5.50

\$/yd3

15. Slope of Pond Sides

Run 2.0 Rise 1

### Liner Cost

☒ No Liner☐ Clay Liner

16. Clay Liner Unit Cost

           \$/yd3

17. Thickness of Clay Liner

           ft☐ Synthetic Liner

18. Synthetic Liner Unit Cost

           \$/yd2☐ 19. Clearing and Grubbing?☐ 20. Land Multiplier           ratio☐ 21. Clear/Grub Acres           acres

22. Clear and Grub Unit Cost

           \$/acre

### Manganese Removal Bed Sizing Summaries

23. Top Length at Freeboard

66.18 ft

23. Top Width at Freeboard

35.09 ft

25. Freeboard Volume

78 yd3

26. Limestone Surface Area

1,933.4 ft2

27. Limestone Volume

188.5 yd3

28. Tons of Limestone

240 tons

29. Excavation Volume

188 yd3

30. Clear and Grub Area

0.0 acres

31. Liner Area

0 ft2

32. Theoretical Retention Time

0.20 days

### Manganese Removal Bed Sub-Totals

33. Limestone Cost

6,480 \$

34. Limestone Placement Cost

1,036 \$

35. Excavation Cost

1,037 \$

36. Liner Cost

0 \$

37. Clear and Grub Cost

0 \$

38. Total Cost

8,553 \$

Record Number 1 of 1

Company Name Forcey Coal, Inc.

Printed on 05/10/2023

Project DeLarme D14

Site Name Forcey Delarme D14



**AMDTREAT**

## **AMD TREAT**

### **ENGINEERING COST**

1. Capital Cost \*  \$

2. Per Cent of Capital Cost  %

3. Actual Engineering Cost

4. Total Engineering Cost  \$

**\* Total Capital Cost minus Engineering and  
Land Access Capital Cost**

Company Name Forcey Coal, Inc.

Printed on 05/10/2023

Project DeLarme D14

Site Name Forcey Delarme D14



AMDTREAT

## AMD TREAT SAMPLING

Sampling Name D14

### ☒ Estimate Sampling Cost

1. Unit Labor Cost  \$/hr

2. Collection Time per Sample  hours/sample

3. Travel Time  hr

4. Sample Frequency  samples/mo

5. Lab Cost Per Sample  \$/sample

6. Number of Sample Points  points

### ☐ Enter Established Annual Sampling Cost

7. Actual Annual Sampling Cost  \$

### Sampling Sub-Totals

8. Yearly Sample Analysis Cost  \$

9. Yearly Travel Cost  \$

10. Yearly Collection Cost  \$

11. Sampling Cost  \$

Record Number 1 of 1

Company Name Forcey Coal, Inc.

Printed on 05/10/2023

Project DeLarme D14

Site Name Forcey Delarme D14



AMDTREAT

## AMD TREAT

### LABOR

Labor Name D14. Inspection, sampling, flushing

#### ☒ Estimate Labor Cost

1. Site Visits per Week

2. Site Labor Time per Visit  hours

3. Travel Time per Visit  hours

4. Unit Labor Cost  \$/hour

#### ☐ Enter Established Annual Labor Cost

5. Actual Annual Labor Cost  \$

6. Total Cost  \$

Record Number 1 of 1

Company Name Forcey Coal, Inc.  
Project DeLarme D14  
Site Name Forcey Delarme D14

Printed on 05/10/2023



AMDTREAT

## AMD TREAT

### MAINTENANCE

#### Estimate Maintenance Cost

1. Percent of Active Cost  %  
2. Percent of Passive Cost  %  
3. Percent of Ancillary Cost \*  %  
4. Percent of Other Capital Cost  %

#### Enter Established Annual Maintenance Cost

5. Annual Maintenance Cost  \$

#### Maintenance Sub-Totals

- 6 Total Maintenance Active Cost  \$  
7. Total Maintenance Passive Cost  \$  
8. Total Maintenance Ancillary Cost  \$  
9. Total Maintenance Other Capital Cost  \$

10. Total Maintenance Cost  \$

\* Ancillary Cost does not include Cost for  
Land Access and Engineering Cost



Company Name Forcey Coal, Inc.Project DeLarme D14Site Name Forcey Delarme D14

## AMD TREAT OTHER COST

AMD TREAT

Other Cost Name D14

A. Description of Item	B. Unit Cost Per Item	C. Quantity	D. Total Item Cost	E. Capital Cost Annual Cost
1. 6" Schedule 40 pipe	3.00	140	420	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
2. 6" Schedule 40 perf pipe (NDA trench)	1.90	100	190	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
3. 6" perforated riser pipe	1.90	4	7	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
4. 6" T (sample port & in limestone bed)	30.00	2	60	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
5. Aashto 3 Aggregate (28 cy = 35.6 tons)	30.00	36	1,080	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
6. Non-woven geotextile NDA (1100 sq ft)	0.20	1100	220	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
7. 6" PVC pipe adapter	18.00	2	36	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
8. 6" PVC threaded cap	35.00	2	70	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
9. 6" PVC 45 degree elbow	30.00	2	60	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
10.	0.00	0	0	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
11.	0.00	0	0	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
12.	0.00	0	0	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
13.	0.00	0	0	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
14.	0.00	0	0	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
15.	0.00	0	0	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost

Record Number

1 of 1

Current Capital Cost 2,144 \$Current Annual Cost 0 \$Total Capital Cost 2,144 \$Total Annual Cost 0 \$

# EXHIBIT C-6

Company Name Forcey Coal, Inc.Project DeLarme D14Site Name Forcey Delarme D14

EXHIBIT C-6



## AMD TREAT RECAPITIALIZATION COST

AMDTREAT

Calculation Period 75 yrs Inflation Rate 3.10 %Net Return Rate 8.43 %Recapitalization Name Trust @ 8.43%

A.	B.	C.	D.	E.	F.	G.
Description of Item	Unit Cost Per Item	Quantity	Total Item Cost	Life Cycle	Number of Periods	Total PV
1. Limestone (Mn removal Bed)	6,480	1	6,480	20	3	3,542
2. 6" PVC pipe & fittings (Mn removal Bed)	844	1	844	25	3	327
3. Limestone stir & clean (240 tons =188 cy)	35	188	6,580	7	10	15,095
4.	0	0	0	0	0	0
5.	0	0	0	0	0	0
6.	0	0	0	0	0	0
7.	0	0	0	0	0	0
8.	0	0	0	0	0	0
9.	0	0	0	0	0	0
10.	0	0	0	0	0	0
11.	0	0	0	0	0	0
12.	0	0	0	0	0	0
13.	0	0	0	0	0	0
14.	0	0	0	0	0	0
15.	0	0	0	0	0	0
16.	0	0	0	0	0	0
17.	0	0	0	0	0	0
18.	0	0	0	0	0	0
19.	0	0	0	0	0	0
20.	0	0	0	0	0	0

Total Capital Cost 13,904 \$PV Grand Total 18,964 \$

Company Name Forcey Coal, Inc.

Printed on 05/10/2023

Project DeLarme D14Site Name Forcey Delarme D14Life of Trust Fund 75 yrsInflation Rate 3.10 %Return Rate 8.43 %**AMD TREAT  
RECAPITIALIZATION COST****AMDTREAT**

Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule
	18,964	18,964	Initial Fund Amount
1	20,562	20,562	0
2	22,296	22,296	0
3	24,175	24,175	0
4	26,213	26,213	0
5	28,423	28,423	0
6	30,819	30,819	0
7	33,418	25,270	8,147
8	27,400	27,400	0
9	29,710	29,710	0
10	32,215	32,215	0
11	34,930	34,930	0
12	37,875	37,875	0
13	41,068	41,068	0
14	44,530	34,441	10,088
15	37,344	37,344	0
16	40,493	40,493	0
17	43,906	43,906	0
18	47,608	47,608	0
19	51,621	51,621	0
20	55,973	44,040	11,932
21	47,752	35,259	12,492
22	38,232	38,232	0
23	41,455	41,455	0
24	44,950	44,950	0
25	48,739	46,928	1,810
26	50,884	50,884	0
27	55,174	55,174	0
28	59,825	44,356	15,469
29	48,095	48,095	0
30	52,150	52,150	0
31	56,546	56,546	0
32	61,313	61,313	0
33	66,481	66,481	0
34	72,086	72,086	0
35	78,163	59,008	19,154
36	63,982	63,982	0
37	69,376	69,376	0
38	75,224	75,224	0
39	81,566	81,566	0
40	88,442	66,467	21,974
41	72,071	72,071	0
42	78,146	54,428	23,718
43	59,016	59,016	0
44	63,991	63,991	0
45	69,385	69,385	0
46	75,235	75,235	0
47	81,577	81,577	0
48	88,454	88,454	0
49	95,911	66,541	29,369
50	72,150	68,266	3,883

Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule
51	74,021	74,021	0
52	80,261	80,261	0
53	87,027	87,027	0
54	94,364	94,364	0
55	102,319	102,319	0
56	110,944	74,577	36,367
57	80,864	80,864	0
58	87,681	87,681	0
59	95,072	95,072	0
60	103,087	62,620	40,466
61	67,899	67,899	0
62	73,623	73,623	0
63	79,830	34,798	45,032
64	37,731	37,731	0
65	40,912	40,912	0
66	44,361	44,361	0
67	48,101	48,101	0
68	52,156	52,156	0
69	56,552	56,552	0
70	61,320	5,558	55,761
71	6,027	6,027	0
72	6,535	6,535	0
73	7,086	7,086	0
74	7,684	7,684	0
75	8,331	-0	8,331
76	0	0	0
77	0	0	0
78	0	0	0
79	0	0	0
80	0	0	0
81	0	0	0
82	0	0	0
83	0	0	0
84	0	0	0
85	0	0	0
86	0	0	0
87	0	0	0
88	0	0	0
89	0	0	0
90	0	0	0
91	0	0	0
92	0	0	0
93	0	0	0
94	0	0	0
95	0	0	0
96	0	0	0
97	0	0	0
98	0	0	0
99	0	0	0
100	0	0	0

# EXHIBIT C-7

## TREATMENT BOND/TRUST CALCULATOR

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

Prepared For: **Forcey - DeLarme**  
 Treatment System(s) ID: **D14**

Date (mm/dd/yy): **5/9/2023**

Inflation Rate:	<b>3.1%</b>
Yrs to Treat start:	<b>0</b>
Annual Treatment Cost:	<b>\$2,093.00</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>1</b> years

Options	O&M only	Total with Recap	Total with Recap & Insurance	
option #1				
conventional bond:	\$76,567.64	\$116,315.62	<b>\$121,272.49</b>	bond in year
bond adjustment:	\$76,567.64	\$116,315.62	\$121,272.49	<b>2</b>
option #2				
fully funded trust:	\$47,979.10	\$66,943.10	<b>\$68,477.68</b>	trust in year 1

PV of Recap (todays \$\$) @	<b>8.43%</b>	Eff RoR &	<b>3.1%</b>	Inf:	<b>\$18,964.00</b>	for trust in year 1
PV of Recap (todays \$\$) @	<b>6.00%</b>	Eff RoR &	<b>3.1%</b>	Inf:	<b>\$34,121.00</b>	for bond in year 1
					<b>\$39,747.98</b>	for bond in year <b>2</b>

Liability Insurance Factor @	<b>\$1.00</b>	per year, per \$1000 in the total PV of the Trust:	<b>\$66.94</b>	per year	PV Insurance:	<b>\$1,534.58</b>
Liability Insurance Factor @	<b>\$1.00</b>	per year, per \$1000 in total Bond:	<b>\$116.32</b>	per year	PV Insurance:	<b>\$4,255.14</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

# EXHIBIT D-1

# MP D-7

EXHIBIT D-1

## Concentrations and Loads Report for 17050109/MP D7 Forcey Porter Mine

Sample Results, Concentrations in mg/L

MP ID	Collector ID	Seq #	Date Collected	Flow (gal/min)	Al (mg/L)	Alk (mg/L)	Fe (mg/L)	Hot Acidity (mg/L)	Mn (mg/L)	pH	SO4 (mg/L)
D7	4407	621	12/11/2019	10	1.88	5.20	0.30	19.60	8.20	4.40	187.50
D7	Mahaffey lab		11/23/2020	2.4	1.79	1.00	0.05	25.00	8.22	4.20	223.00
D7	Mahaffey lab		12/4/20520	4.7	1.89	1.00	0.05	26.00	9.90	4.00	220.00
D7	Mahaffey lab		2/4/2021	11	2.12	1.00	0.05	31.00	10.51	4.00	251.00
D7	Mahaffey lab		3/9/2021	60	1.46	0.00	0.05	22.00	6.06	5.00	175.00
D7	4407	636	3/24/2021	25	2.68	7.40	0.30	21.80	7.59	4.60	248.90
D7	Fairway Lab		4/19/2021	23	2.90	0.00	0.19	30.00	10.50	4.20	212.00
D7	Fairway Lab		5/10/2021	30	2.38	0.00	0.72	27.00	10.70	4.50	226.00
D7	Fairway Lab		6/2/2021	17	2.34	0.00	0.19	16.00	9.12	4.40	227.00
D7	4407	644	6/16/2021	15	2.21	6.80	0.30	28.40	10.08	4.40	356.90
D7	Fairway Lab		7/10/2021	13.5	2.17	0.00	0.19	14.00	10.20	4.70	204.00
D7	Summit Lab		10/2/2021	13	1.38	0.00	0.06	14.00	8.30	4.50	228.00
D7	Summit Lab		3/11/2022	37	1.90	0.00	0.05	26.00	7.10	4.40	205.00
D7	4407	665	3/31/2022	20	2.75	9.60	0.30	28.40	9.44	4.40	211.40

### Concentration Information

Average	20.11	2.13	2.29	0.20	23.51	8.99	4.41	226.84
Max	60	2.90	9.60	0.72	31.00	10.70	5.00	356.90
Median	16	2.15	0.50	0.19	25.50	9.28	4.40	221.50

### Loadings (lb/day)

MP ID	Collector ID	Seq #	Date Collected	Flow (gal/min)	Al (lb/day)	Alk (lb/day)	Fe (lb/day)	Hot Acidity (lb/day)	Mn (lb/day)	SO4 (lb/day)
D7	4407	621	12/11/2019	10	0.23	0.62	0.04	2.36	0.99	22.53
D7	Mahaffey lab		11/23/2020	2.4	0.05	0.03	0.00	0.72	0.24	6.43
D7	Mahaffey lab		12/4/20520	4.7	0.11	0.06	0.00	1.47	0.56	12.43
D7	Mahaffey lab		2/4/2021	11	0.28	0.13	0.01	4.10	1.39	33.18
D7	Mahaffey lab		3/9/2021	60	1.05	0.00	0.04	15.86	4.37	126.19
D7	4407	636	3/24/2021	25	0.80	2.22	0.09	6.55	2.28	74.78
D7	Fairway Lab		4/19/2021	23	0.80	0.00	0.05	8.29	2.90	58.60
D7	Fairway Lab		5/10/2021	30	0.86	0.00	0.26	9.73	3.86	81.48
D7	Fairway Lab		6/2/2021	17	0.48	0.00	0.04	3.27	1.86	46.38
D7	4407	644	6/16/2021	15	0.40	1.23	0.05	5.12	1.82	64.34
D7	Fairway Lab		7/10/2021	13.5	0.35	0.00	0.03	2.27	1.65	33.10
D7	Summit Lab		10/2/2021	13	0.22	0.00	0.01	2.19	1.30	35.62
D7	Summit Lab		3/11/2022	37	0.84	0.00	0.02	11.56	3.16	1.96
D7	4407	665	3/31/2022	20	0.66	2.31	0.07	6.83	2.27	1.06

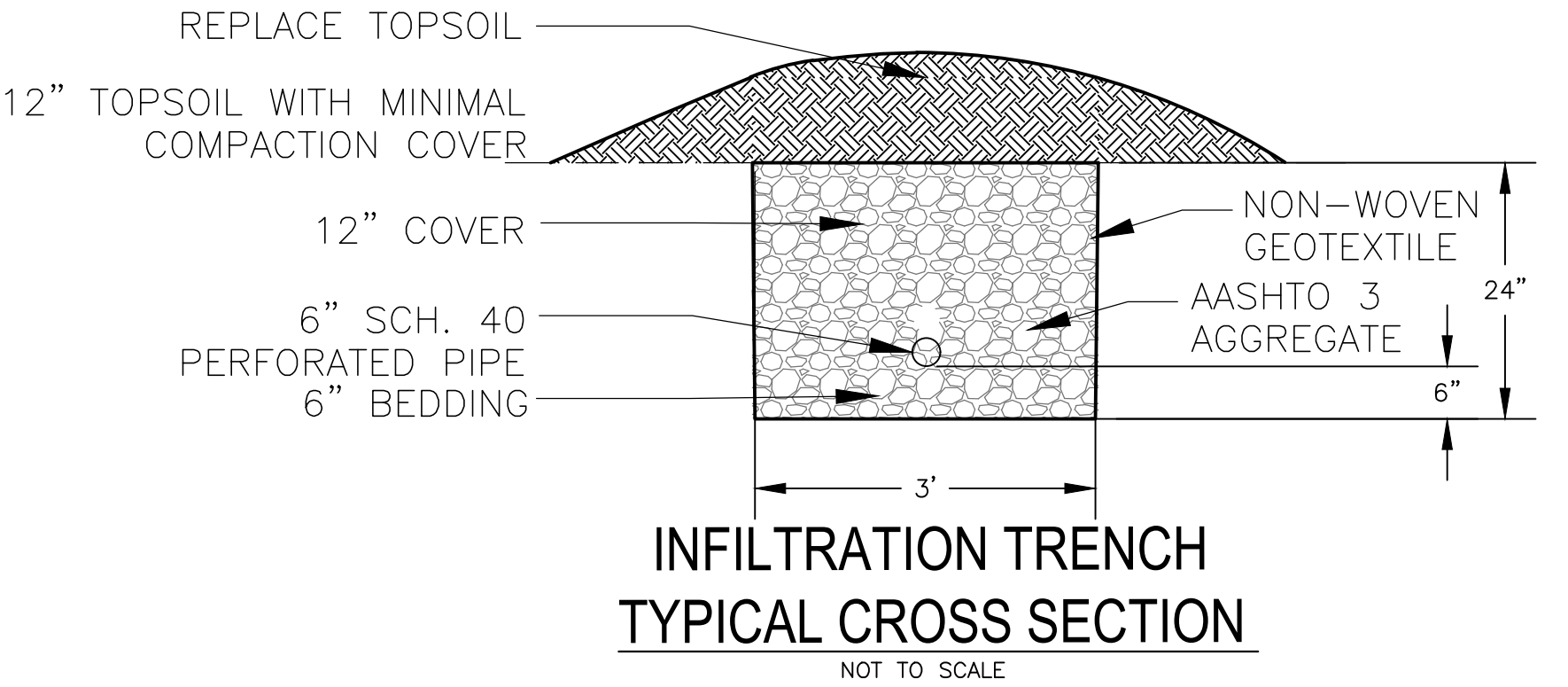
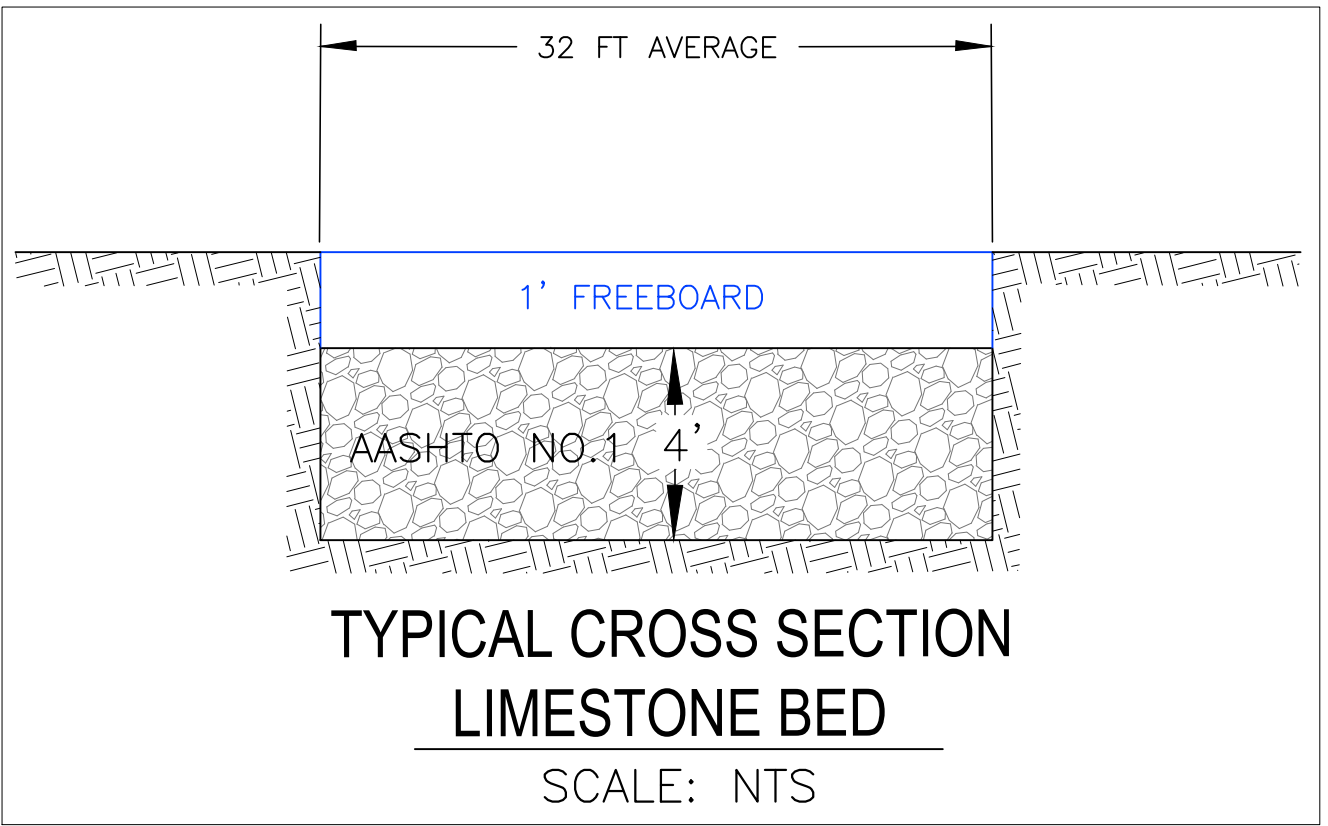
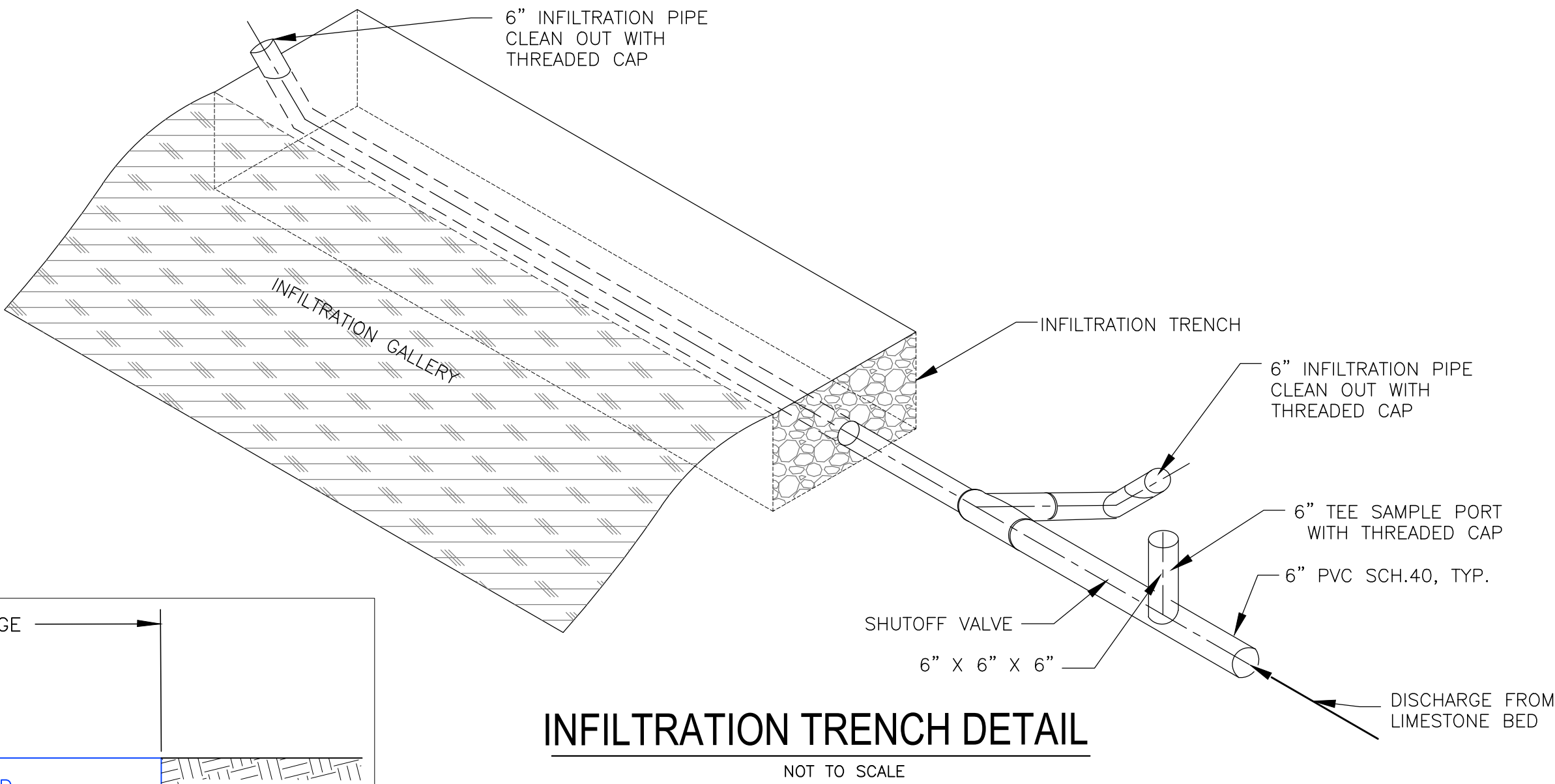
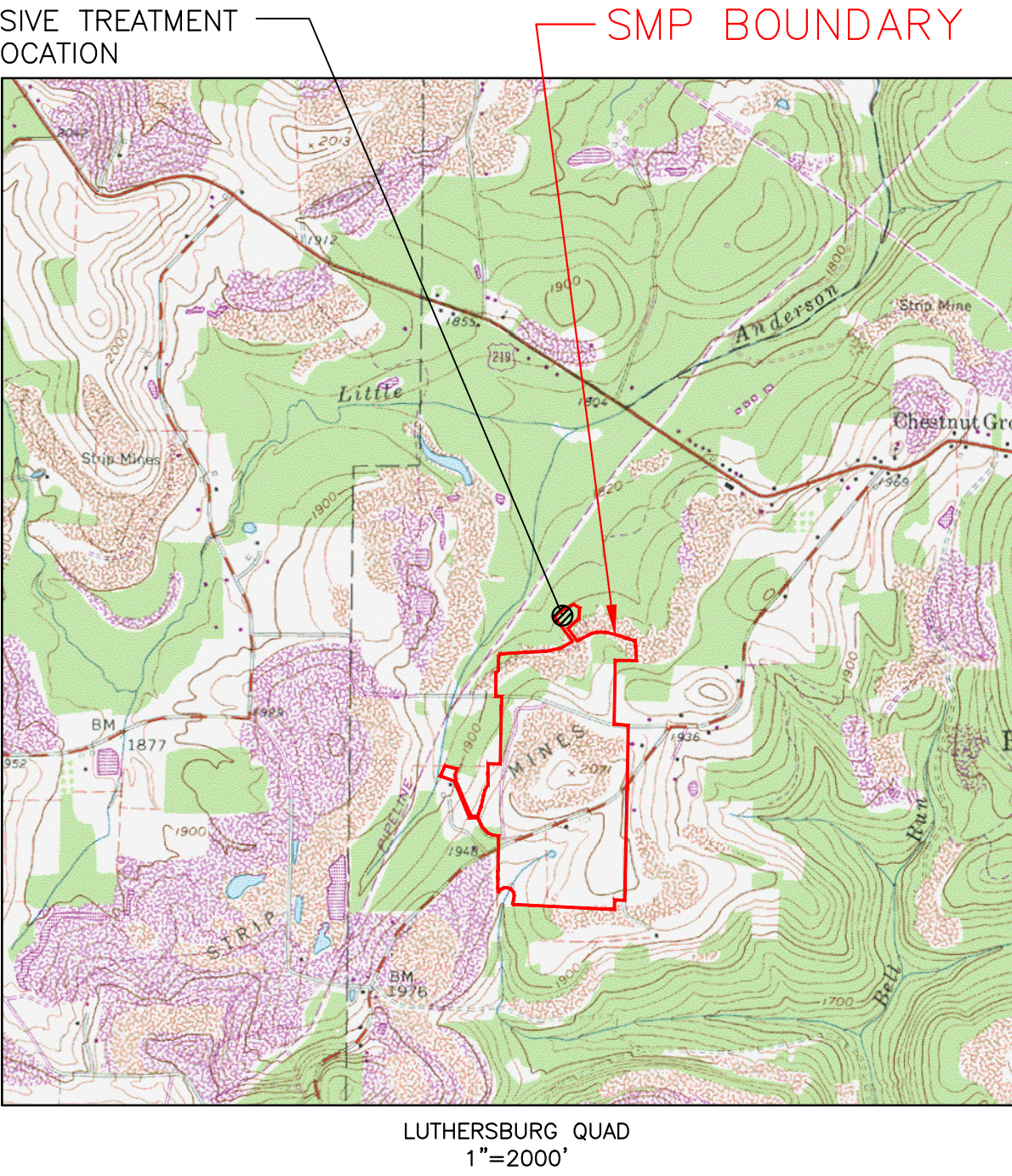
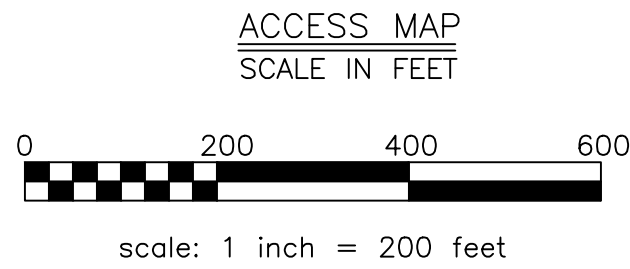
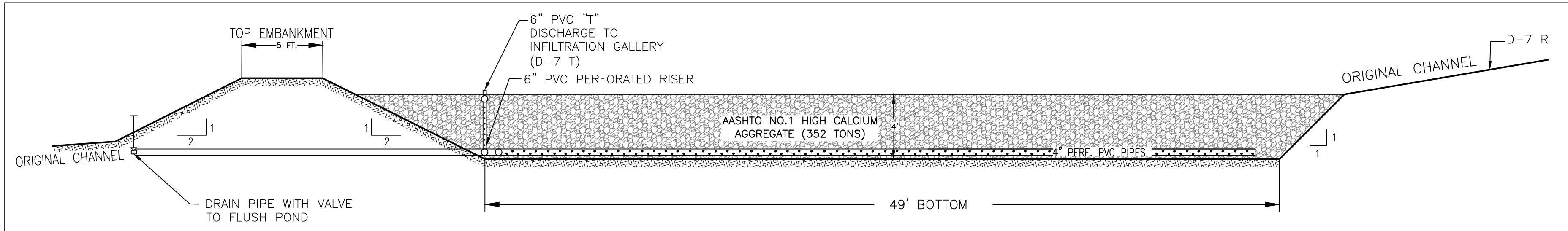
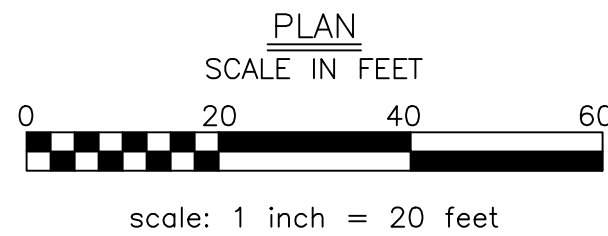
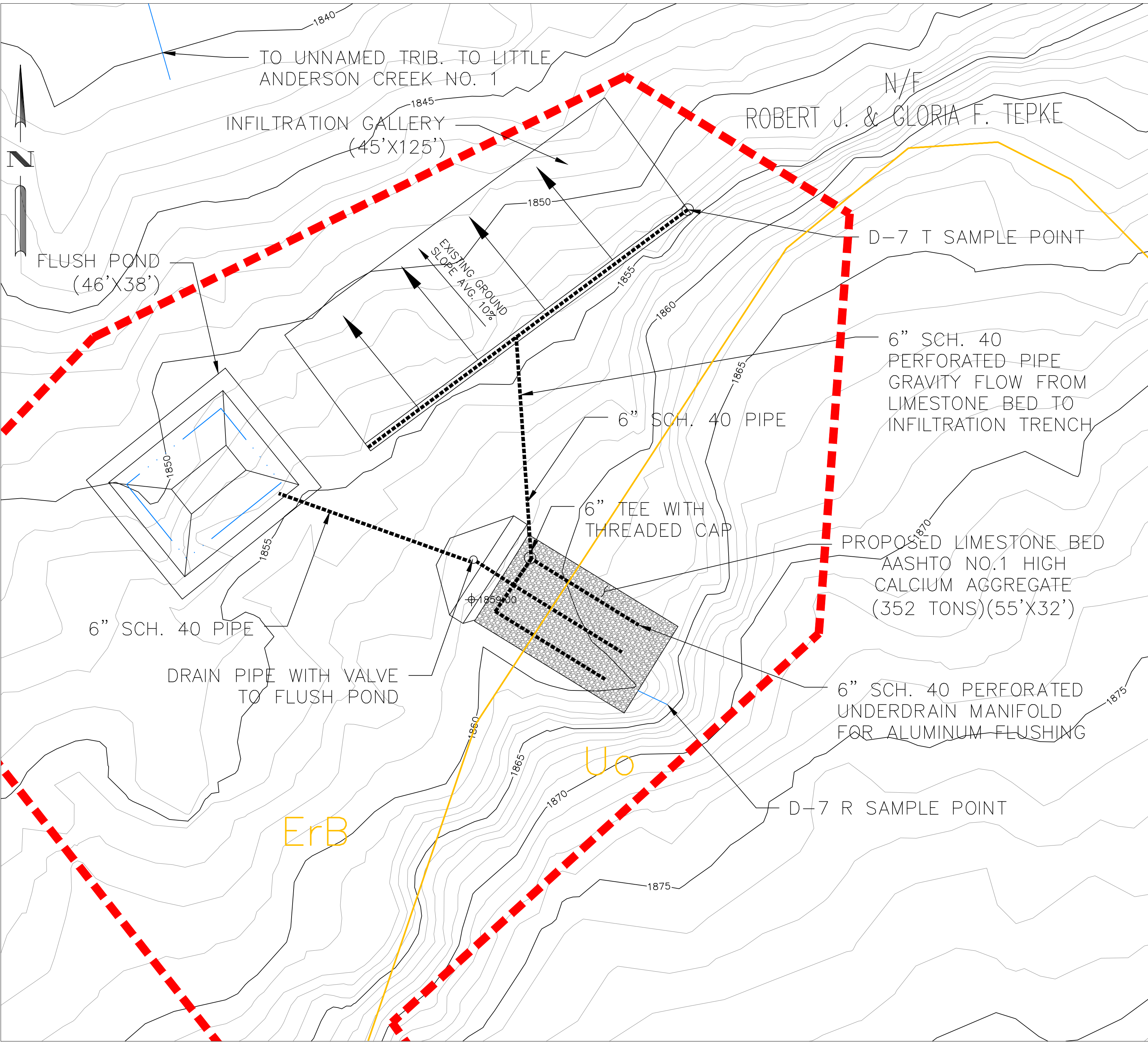
### Load Information

Average (lb/day)	0.51	0.47	0.05	5.74	2.05	42.72
Max (lb/day)	1.05	2.31	0.26	15.86	4.37	126.19
Median (lb/day)	0.44	0.01	0.04	4.61	1.84	34.40

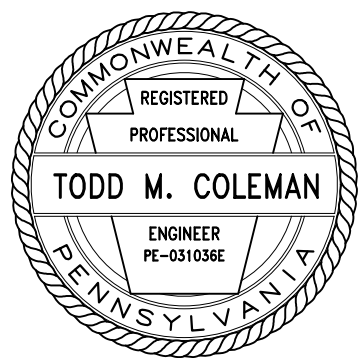


# EXHIBIT D-2





- NOTES:
1. INFILTRATION TRENCH AND PIPE TO BE INSTALLED LEVEL ALONG ENTIRE LENGTH.
  2. FLOW TO BE GRAVITY FROM LIMESTONE BED TO INFILTRATION TRENCH CONNECTION.
  3. INFILTRATION GALLERY DIMENSIONS CALCULATED IN ATTACHED NARRATIVE.
  4. PIPE LENGTH IN INFILTRATION TRENCH TO BE EQUAL TO SPECIFIED GALLERY LENGTH.
  5. PIPE TO BE 6" DIAMETER WITH 1/2" PERFORATIONS PLACED 2' O/C AT THE BOTTOM OF THE PIPE.
  6. INFILTRATION SYSTEM TO BE TESTED AS SOON AS POSSIBLE AFTER INSTALLATION TO INSURE SATISFACTORY PERFORMANCE.
  7. PERIMETER OF THE INFILTRATION FIELD TO BE DELINEATED. NO TRESPASSING SIGNS TO BE PLACED ON INFILTRATION GALLERY TO ATTEMPT TO PREVENT ACTIVITY THAT MAY CAUSE COMPACTION.



AS-BUILT  
DELARME MINE  
FORCEY COAL INC.

AS-BUILT (D-7)TREATMENT SYSTEM  
SMP NO. 17050109

SITUATE

BLOOM TOWNSHIP, CLEARFIELD COUNTY, PA

SCALE:  **MINETECH ENGINEERS INC.**  
AS SHOWN ALTOONA, PENNSYLVANIA

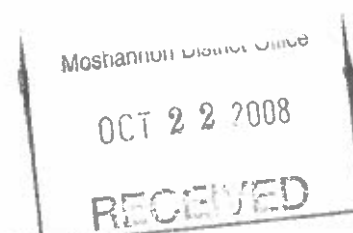
DATE:  
5/1/2023



# EXHIBIT D-3

# CLEARFIELD COUNTY RECORDER OF DEEDS

Maurene E. Inlow, Recorder  
Betty L. Lansberry - Chief Deputy  
P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830



**\*RETURN DOCUMENT TO:**  
FORCEY COAL INC

Instrument Number - 200816141  
Recorded On 10/6/2008 At 1:20:24 PM  
\* Instrument Type - SUPPLEMENTAL C  
\* Total Pages - 4  
Invoice Number - 193615  
\* Grantor - TEPKE, ROBERT J  
\* Grantee - FORCEY COAL INC  
\* Customer - FORCEY COAL INC

**\* FEES**  
STATE WRIT TAX \$0.50  
RECORDING FEES - \$13.00  
RECORDER  
RECORDER IMPROVEMENT \$3.00  
FUND  
COUNTY IMPROVEMENT FUND \$2.00  
TOTAL PAID \$18.50

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



*Maurene E. Inlow*

Maurene E. Inlow  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

## Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

OCT 17 2008

# CONTRACTUAL CONSENT OF LANDOWNER (COAL)

(H) (We), the undersigned, being the owner(s) of \_\_\_\_\_ acres of land  
located in Bloom Twp Clearfield County, as  
(Township, Borough, City)

described in the deed(s) recorded in the Recorder of Deeds Office Book(s) and page(s) 104 D 7014  
and shown by crosshatched lines on the map attached hereto which is signed in the original by the landowner upon which  
Forney Coal, Inc.  
(Name of Mining Operator)

proposes to engage in surface mining activities for which application for permit will be made to the Department of Environmental Protection and of which application this consent will be made a part, DO HEREBY ACKNOWLEDGE THAT THE MINING OPERATOR HAS THE RIGHT TO ENTER UPON AND USE THE LAND FOR THE PURPOSES OF CONDUCTING SURFACE MINING ACTIVITIES. Furthermore, (I) (We), the undersigned, do hereby irrevocably grant to the mining operator and to the Commonwealth of Pennsylvania, the right to enter upon the aforesaid land before beginning the mining activity(ies), during the mining activity(ies) and for a period of five (5) years after the completion or abandonment of the mining activity(ies) for the purposes of inspecting, studying, backfilling, planting and reclaiming the land and abating pollution in accordance with the provisions of the Surface Mining Conservation and Reclamation Act, The Clean Streams Law, and the Coal Refuse Disposal Act, as amended, rules and regulations promulgated thereunder, and the provisions of permit(s) issued to the Mining Operator. (I) (We) do hereby grant in addition to the Commonwealth, for the aforesaid period of time, a right of entry across any adjoining or contiguous lands owned by (us) (me) in order to have access to the land described herein. It is specifically agreed and understood that this contractual consent gives the Commonwealth the right to enter, inspect, study, backfill, plant and reclaim the land and abate pollution therefrom as a matter within the police power but does not obligate the Commonwealth to do so, and does not constitute any ownership interest by the Commonwealth in the aforesaid land.

This Consent shall not be construed to impair any contractual agreement between the Mine Operator and the landowner.

(INSERT ADDITIONAL PROVISIONS OR CROSS OUT)

In witness whereof and intending to legally bind ~~(myself)~~ (ourselves), ~~(my)~~ (our) heirs, successors and assigns, (H) (we) have hereunto set ~~(my)~~ (our) hand(s) and seal this SEP 30 day of 30, 2008 (year)

Robert J. + Gloria F. Tepke  
LANDOWNER (Print Name)

By: Robert J Tepke  
(Signature) (Seal)

Robert J. Tepke  
(Print Name)

By: Gloria F. Tepke  
(Signature)

GLORIA F. TEPIKE  
(Print Name)

# ACKNOWLEDGEMENT OF INDIVIDUALS CO-PARTNERS

## LANDOWNER

STATE OF PA

COUNTY OF WESTMORELAND

ss

On September 30 08, before me, the undersigned Notary, personally appeared  
Robert J Tepke + Gloria F. Tepke  
(Name (s))

known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument, and who acknowledged that  
Commonwealth of the state of  
executed the same and desires it to be recorded.

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

(SEAL)

George J. Thatcher  
Notary Public

My Commission Expires:

NOTARIAL SEAL  
GEORGE J. THATCHER, NOTARY PUBLIC  
MARYSVILLE BOROUGH, COUNTY OF WESTMORELAND  
MY COMMISSION EXPIRES JANUARY 4, 2010

(Date)

## LANDOWNER

STATE OF

COUNTY OF

ss

On \_\_\_\_\_, before me, the undersigned Notary, personally appeared

(Name (s))

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

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

(SEAL)

Notary Public

My Commission Expires:

(Date)

# ACKNOWLEDGEMENT OF CORPORATIONS

## LANDOWNER

STATE OF

COUNTY OF

ss

On \_\_\_\_\_, before me, the undersigned Notary, personally appeared

who acknowledged (herself) (himself) to be the \_\_\_\_\_ of  
(Title of Person)

(Name of Corporation)

corporation, and that (she) (he), as such officer, being authorized to do so, executed the foregoing instrument on behalf of the said corporation and desires that this instrument be recorded.

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

(SEAL)

Notary Public

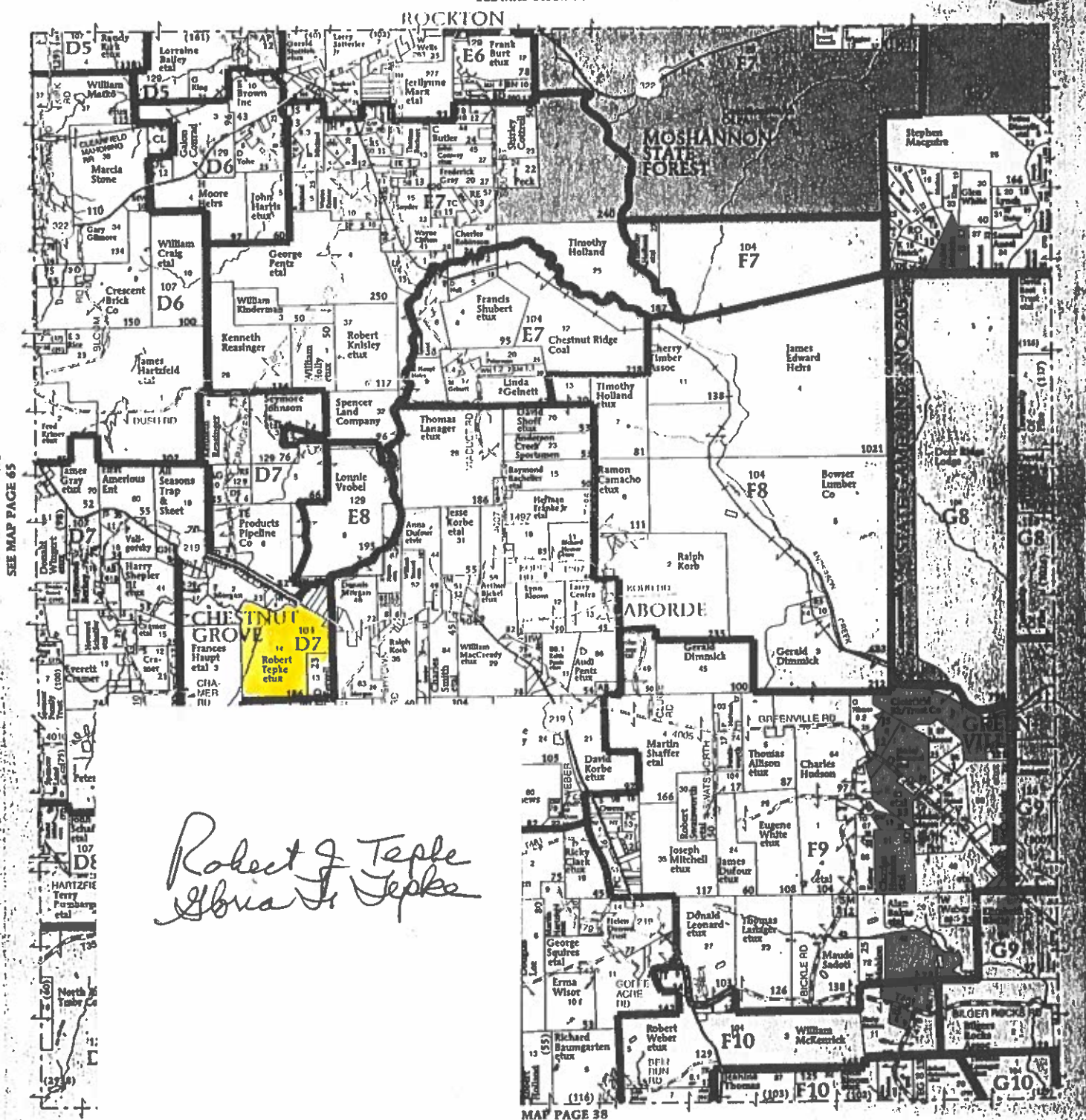
My Commission Expires:

(Date)

This instrument has been recorded in \_\_\_\_\_  
County, Pennsylvania, this \_\_\_\_\_ day of \_\_\_\_\_  
(year), at Book \_\_\_\_\_, Page(s) \_\_\_\_\_

(Signed) + (Print Name)

(Seal)



*Robert J Tepke  
Gloria J Tepke*

MAP PAGE 38



**J.R. Resources, L.P.**

P.O. Box 188 • Ringgold, Pennsylvania 15770

- Leasing and Developing Natural Gas
  - Quality Beef Cattle & 4-H Club Calves
- (814) 365-5821 • Fax: (814) 365-2186

OCT 17 2008<sup>63</sup>

# EXHIBIT D-4



Company Name Forcey Coal, Inc.Project DeLarme D7Site Name Forcey Delarme D7**AMD TREAT****Costs****AMD TREAT MAIN COST FORM****AMDTREAT**

<u>Passive Treatment</u>	<u>A</u>	<u>S</u>	
Vertical Flow Pond			\$0
Anoxic Limestone Drain			\$0
Anaerobic Wetlands			\$0
Aerobic Wetlands			\$0
Manganese Removal Bed			\$0
Oxic Limestone Channel			\$0
Limestone Bed	1	0	\$13,930
BIO Reactor			\$0
Passive Subtotal:			<b>\$13,930</b>
<u>Active Treatment</u>			
Caustic Soda			\$0
Hydrated Lime			\$0
Pebble Quick Lime			\$0
Ammonia			\$0
Oxidants			\$0
Soda Ash			\$0
Active Subtotal:			<b>\$0</b>
<u>Ancillary Cost</u>			
Ponds	1	0	\$497
Roads			\$0
Land Access			\$0
Ditching			\$0
Engineering Cost	1	0	\$1,654
Ancillary Subtotal:			<b>\$2,151</b>
Other Cost (Capital Cost)			\$2,116
Total Capital Cost:			<b>\$18,197</b>
<u>Annual Costs</u>			
Sampling	1	0	\$1,264
Labor	1	0	\$796
Maintenance	1	0	\$579
Pumping			\$0
Chemical Cost			\$0
Oxidant Chem Cost			\$0
Sludge Removal			\$0
Other Cost (Annual Cost)			\$0
Land Access (Annual Cost)			\$0
Total Annual Cost:			<b>\$2,639</b>
Other Cost	1	0	

**Water Quality**

Design Flow	34.60	gpm
Typical Flow	24.60	gpm
Total Iron	0.20	mg/L
Ferrous Iron	0.00	mg/L
Aluminum	2.00	mg/L
Manganese	9.00	mg/L
pH	4.50	su
Alkalinity	0.00	mg/L
TIC	0.00	mg/L

☒ Calculate Net Acidity☐ Enter Hot Acidity manually

Acidity 29.62 mg/L

Sulfate 227.00 mg/L

Chloride 0.00 mg/L

Calcium 0.00 mg/L

Magnesium 0.00 mg/L

Sodium 0.00 mg/L

Water Temperature 20.00 C

Specific Conductivity 413.00 uS/cm

Total Dissolved Solids 0.00 mg/L

Dissolved Oxygen 0.01 mg/L

Typical Acid Loading 1.5 tons/yr

Total Annual Cost: per  
1000 Gal of H2O Treated \$0.203

Company Name Forcey Coal, Inc.  
Project DeLarme D7  
Site Name Forcey Delarme D7



Printed on 05/10/2023

## AMD TREAT LIMESTONE BED (LSB)

Limestone Bed Name D7

### ☐ Opening Screen Water Parameters

#### Influent Water Parameters that Affect LSB

Calculated Acidity

29.62 mg/L

Alkalinity

0.00 mg/L

☒ Calculate Net  
Acidity  
(Acid-Alkalinity)

☐ Enter Net Acidity  
manually

Net Acidity  
(Hot Acidity)

29.62 mg/L

Design Flow

34.60 gpm

Typical Flow

24.60 gpm

Total Iron

0.20 mg/L

Aluminum

2.00 mg/L

Manganese

9.00 mg/L

Record Number

1 of 1

### SIZING METHODS Select One

☒ LSB Based on Acidity Neutralization

☐ LSB Based on Retention Time

☐ LSB Based on Alkalinity Generation Rate

☐ LSB Based on Tons Limestone Entered

☐ LSB Based on Dimensions

1. Tons of Limestone Needed 87

2. Tons of Limestone Needed 486

3. Tons of Limestone Needed 453

4. Tons of Limestone Needed 352

5. Tons of Limestone Needed 50

11. % Void Space of L.S. Bed 43.00 %

12. System Life        years

13. Limestone Purity        %

14. Limestone Efficiency        %

15. Density of Loose Limestone 94.30 lbs/ft<sup>3</sup>

16. Limestone Unit Cost 27.00 \$/ton

17. LS Placement Unit Cost 5.50 \$/yd<sup>3</sup>

Run of Slope Rise of Slope

18. Slope of Pond Sides 2.0 : 1

19. Freeboard Depth 1.00 ft

20. Free Standing Water Depth 1.0 ft

24. Limestone Depth 4.0 ft

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

23. Siphon System Cost 0.00 \$

#### Liner Cost

☐ No Liner

☐ Clay Liner

11. Clay Liner Unit Cost        \$/yd<sup>3</sup>

12. Thickness of Clay Liner        ft

☐ Synthetic Liner

13. Synthetic Liner Unit Cost        \$/yd<sup>2</sup>

☐ 29. Clearing and Grubbing?

☐ 30a. Land Multiplier

☐ 30b. Clear/Grub Acres

31. Clear and Grub Unit Cost

ratio

acres

\$/acre

32. Nbr. of Valves 0 nbr

33. Unit Cost of Valves 3500.00 \$ ea.

#### AMD Treat Piping Costs

34. Total Length of Effluent / Inflow Pipe

35. Pipe Install Rate

36. Labor Rate

37. Segment Len. of Trunk Pipe

38. Trunk Pipe Cost

39. Trunk Coupler Cost

40. Spur Cost

41. Spur Coupler Cost

42. "T" Connector Cost

43. Segment Len. of Spur Pipe

44. Spur Pipe Spacing

Custom Piping Costs

45. Pipe #1

46. Pipe #2

47. Pipe #3

Length

Diameter

Unit Cost

### LSB Sizing Summaries

48. Length at Top of Freeboard 80.87 ft

49. Width at Top of Freeboard 44.43 ft

50. Freeboard Volume 124 yd<sup>3</sup>

51. Water Surface Area 3,108 ft<sup>2</sup>

52. Total Water Volume 106 yd<sup>3</sup>

54. Limestone Surface Area 2,655 ft<sup>2</sup>

55. Limestone Volume 276.50 yd<sup>3</sup>

56. Excavation Volume 383.1 yd<sup>3</sup>

57. Clear and Grub Area 0.0 acr.

58. Liner Area 797.4 ft<sup>2</sup>

59. Theoretical Retention Time 11.56 hrs

### LSB Cost Summaries

60. Siphon System Cost 0 \$

61. Limestone Cost 9,504 \$

62. Limestone Placement Cost 1,521 \$

63. Excavation Cost 2,107 \$

64. Liner Cost 0 \$

65. Clear and Grub Cost 0 \$

66. Valve Cost 0 \$

67. Pipe Cost 798 \$

68. Total Cost 13,930 \$

Company Name Forcey Coal, Inc.

Printed on 05/10/2023

Project DeLarme D7Site Name Forcey Delarme D7

## AMD TREAT PONDS


**AMDTREAT**
Pond Name Flush Pond
**Pond Design Based On:**
☒ Retention Time
1. Desired Retention Time  hours☐ 2. Include Sludge Removal?3. Sludge Removal Frequency  times/year☐ 4. Titration?5. Sludge Rate  gal sludge/  
gal H<sub>2</sub>O6. Percent Solids  %7. Sludge Density  lbs./gal
☒ Pond Size
8. Pond Length at Top of Freeboard  46.000 ft9. Pond Width at Top of Freeboard  38.000 ft

Run Rise

10. Slope Ratio of Pond Sides  2.0 :  111. Freeboard Depth  1.0 ft12. Water Depth  2.0 ft13. Excavation Unit Cost  5.50 \$/yd<sup>3</sup>14. Total Length of Effluent  
/ Influent Pipe  0.00 ft15. Unit Cost of Pipe  10.00 \$/ft
**Liner Cost**
☒ No Liner

☐ Clay Liner
16. Clay Liner Unit Cost  \$/yd<sup>3</sup>17. Thickness of Clay Liner  ft
☐ Synthetic Liner
18. Synthetic Liner Unit Cost  \$/yd<sup>2</sup>☐ 19. Clearing and Grubbing?☐ 20. Land Multiplier  ratio☐ 21. Clear/Grub Acres  acres22. Clear and Grub Unit Cost  \$/acre23. Revegetation Cost  1500.00 \$/acre24. Cost of Baffles  0 \$
**Calculated Pond Dimensions per Pond**
25. Length at Top of Freeboard  46 ft26. Width at Top of Freeboard  38 ft27. Freeboard Volume  143 yd<sup>3</sup>28. Water Volume  84 yd<sup>3</sup>29. Estimated Annual Sludge  0 yd<sup>3</sup>/yr30. Volume of Sludge  
per Removal  0 yd<sup>3</sup>/  
removal31. Excavation Volume  0.05 acre ft32. Excavation Volume  84 yd<sup>3</sup>33. Clear and Grub Area  0.06 acres34. Liner Area  0 yd<sup>2</sup>35. Calculated Retention Time  8 hours
**Ponds Sub-Totals per Pond**
36. Excavation Cost  466 \$37. Pipe Cost  0 \$38. Liner Cost  0 \$39. Clearing and Grubbing Cost  0 \$40. Revegetation Cost  30 \$41. Baffle Cost  0 \$42. Estimated Cost  497 \$☐ 43. Accept Minimum Pond Cost?The Recommended Minimum Construction  
Cost of Building a Pond is \$ 5,00044. Recommended Minimum Cost  \$45. Total Cost  497 \$
☐ Opening Screen  
Water Parameters

**Influent Water  
Parameters  
that Affect  
Ponds**

Calculated Acidity

 29.62 mg/L

Alkalinity

 0.00 mg/L
☒ Calculate Net  
Acidity  
(Acid-Alkalinity)

☐ Enter Net Acidity  
manually
Net Acidity  
(Hot Acidity) 0.00 mg/L
**Design Flow**
 34.60 gpm
**Typical Flow**
 24.60 gpm
**Total Iron**
 0.20 mg/L
**Aluminum**
 2.00 mg/L
**Manganese**
 9.00 mg/L

Record Number

1 of 1

Company Name Forcey Coal, Inc.

Printed on 05/10/2023

Project DeLarme D7

Site Name Forcey Delarme D7



**AMDTREAT**

## **AMD TREAT**

### **ENGINEERING COST**

1. Capital Cost *	16,543	\$
2. Per Cent of Capital Cost	10.00	%
3. Actual Engineering Cost		\$

4. Total Engineering Cost 1,654 \$

**\* Total Capital Cost minus Engineering and  
Land Access Capital Cost**

Company Name Forcey Coal, Inc.

Printed on 05/10/2023

Project DeLarme D7

Site Name Forcey Delarme D7



**AMDTREAT**

## AMD TREAT SAMPLING

Sampling Name

### ☒ Estimate Sampling Cost

1. Unit Labor Cost  \$/hr

2. Collection Time per Sample  hours/sample

3. Travel Time  hr

4. Sample Frequency  samples/mo

5. Lab Cost Per Sample  \$/sample

6. Number of Sample Points  points

### ☐ Enter Established Annual Sampling Cost

7. Actual Annual Sampling Cost  \$

### Sampling Sub-Totals

8. Yearly Sample Analysis Cost  \$

9. Yearly Travel Cost  \$

10. Yearly Collection Cost  \$

11. Sampling Cost  \$

Record Number 1 of 1

Company Name Forcey Coal, Inc.

Printed on 05/10/2023

Project DeLarme D7

Site Name Forcey Delarme D7



AMDTREAT

## AMD TREAT

### LABOR

Labor Name D7. Inspection, sampling, flushing

#### Estimate Labor Cost

1. Site Visits per Week
2. Site Labor Time per Visit  hours
3. Travel Time per Visit  hours
4. Unit Labor Cost  \$/hour

#### Enter Established Annual Labor Cost

5. Actual Annual Labor Cost  \$

6. Total Cost  \$

Record Number 1 of 1

Company Name Forcey Coal, Inc.

Project DeLarme D7

Site Name Forcey Delarme D7

Printed on 05/10/2023



AMDTREAT

## AMD TREAT

### MAINTENANCE

#### Estimate Maintenance Cost

- |                                  |                                   |   |
|----------------------------------|-----------------------------------|---|
| 1. Percent of Active Cost        | <input type="text" value="3.50"/> | % |
| 2. Percent of Passive Cost       | <input type="text" value="3.50"/> | % |
| 3. Percent of Ancillary Cost *   | <input type="text" value="3.50"/> | % |
| 4. Percent of Other Capital Cost | <input type="text" value="3.50"/> | % |

#### Enter Established Annual Maintenance Cost

5. Annual Maintenance Cost  \$

#### Maintenance Sub-Totals

- |   |                                  |    |
|---|----------------------------------|----|
| 6 Total Maintenance Active Cost         | <input type="text" value="0"/>   | \$ |
| 7. Total Maintenance Passive Cost       | <input type="text" value="488"/> | \$ |
| 8. Total Maintenance Ancillary Cost     | <input type="text" value="17"/>  | \$ |
| 9. Total Maintenance Other Capital Cost | <input type="text" value="74"/>  | \$ |

10. Total Maintenance Cost  \$

\* Ancillary Cost does not include Cost for  
Land Access and Engineering Cost

Company Name Forcey Coal, Inc.Project DeLarme D7Site Name Forcey Delarme D7

## AMD TREAT OTHER COST

AMD TREAT

Oher Cost Name D7

A. Description of Item	B. Unit Cost Per Item	C. Quantity	D. Total Item Cost	E. Capital Cost Annual Cost
1. Valve for flush pond	200.00	1	200	<input type="radio"/> Capital Cost <input type="radio"/> Annual Cost
2. 6" Schedule 40 perf pipe (trench0	1.90	125	237	<input type="radio"/> Capital Cost <input type="radio"/> Annual Cost
3. 6" PVC threaded cap	35.00	1	35	<input type="radio"/> Capital Cost <input type="radio"/> Annual Cost
4. 6" T (sample port0	30.00	1	30	<input type="radio"/> Capital Cost <input type="radio"/> Annual Cost
5. Aashton 3 Aggregate (34.7 cy = 44.2 tons	30.00	44	1,320	<input type="radio"/> Capital Cost <input type="radio"/> Annual Cost
6. Non-woven geotextile (1375 sq ft)	0.20	1375	275	<input type="radio"/> Capital Cost <input type="radio"/> Annual Cost
7. 6" PVC pipe adapter	18.00	1	18	<input type="radio"/> Capital Cost <input type="radio"/> Annual Cost
8.	0.00	0	0	<input type="radio"/> Capital Cost <input type="radio"/> Annual Cost
9.	0.00	0	0	<input type="radio"/> Capital Cost <input type="radio"/> Annual Cost
10.	0.00	0	0	<input type="radio"/> Capital Cost <input type="radio"/> Annual Cost
11.	0.00	0	0	<input type="radio"/> Capital Cost <input type="radio"/> Annual Cost
12.	0.00	0	0	<input type="radio"/> Capital Cost <input type="radio"/> Annual Cost
13.	0.00	0	0	<input type="radio"/> Capital Cost <input type="radio"/> Annual Cost
14.	0.00	0	0	<input type="radio"/> Capital Cost <input type="radio"/> Annual Cost
15.	0.00	0	0	<input type="radio"/> Capital Cost <input type="radio"/> Annual Cost

Record Number

1 of 1

Curent Capital Cost 2,116 \$Current Annual Cost 0 \$Total Capital Cost 2,116 \$Total Annual Cost 0 \$



# EXHIBIT D-5

Company Name Forcey Coal, Inc.

EXHIBIT D-5

Project DeLarme D7Site Name Forcey Delarme D7

## AMD TREAT RECAPITIALIZATION COST

AMDTREAT

Calculation Period 75 yrs Inflation Rate 3.10 % Net Return Rate 8.43 %Recapitalization Name Trust @ 8.43%

A.	B	C	D	E	F	G
Description of Item	Unit Cost Per Item	Quantity	Total Item Cost	Life Cycle	Number of Periods	Total PV
1. Limestone (Limestone Bed)	9,504	1	9,504	25	3	3,677
2. 6" PVC pipe & fittings	881	1	881	25	3	341
3. 6" Valterra Valve (flush pond)	200	1	200	15	5	173
4. Limestone stir & clean (352 T = 276.5cy)	35	277	9,695	7	10	22,242
5.	0	0	0	0	0	0
6.	0	0	0	0	0	0
7.	0	0	0	0	0	0
8.	0	0	0	0	0	0
9.	0	0	0	0	0	0
10.	0	0	0	0	0	0
11.	0	0	0	0	0	0
12.	0	0	0	0	0	0
13.	0	0	0	0	0	0
14.	0	0	0	0	0	0
15.	0	0	0	0	0	0
16.	0	0	0	0	0	0
17.	0	0	0	0	0	0
18.	0	0	0	0	0	0
19.	0	0	0	0	0	0
20.	0	0	0	0	0	0

Total Capital Cost 20,280 \$ PV Grand Total 26,432 \$

Company Name Forcey Coal, Inc.

Printed on 05/10/2023

Project DeLarme D7Site Name Forcey Delarme D7Life of Trust Fund 75 yrsInflation Rate 3.10 %Return Rate 8.43 %**AMD TREAT  
RECAPITIALIZATION COST****AMDTREAT**

Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule	Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule
	26,432	26,432	Initial Fund Amount				
1	28,660	28,660	0	51	94,107	94,107	0
2	31,076	31,076	0	52	102,041	102,041	0
3	33,696	33,696	0	53	110,643	110,643	0
4	36,536	36,536	0	54	119,970	119,970	0
5	39,616	39,616	0	55	130,084	130,084	0
6	42,956	42,956	0	56	141,050	87,466	53,583
7	46,577	34,572	12,004	57	94,839	94,839	0
8	37,487	37,487	0	58	102,834	102,834	0
9	40,647	40,647	0	59	111,503	111,503	0
10	44,074	44,074	0	60	120,903	119,654	1,248
11	47,789	47,789	0	61	129,741	129,741	0
12	51,818	51,818	0	62	140,678	140,678	0
13	56,186	56,186	0	63	152,538	86,187	66,350
14	60,923	46,057	14,865	64	93,453	93,453	0
15	49,940	49,624	316	65	101,331	101,331	0
16	53,807	53,807	0	66	109,873	109,873	0
17	58,343	58,343	0	67	119,135	119,135	0
18	63,262	63,262	0	68	129,179	129,179	0
19	68,595	68,595	0	69	140,068	140,068	0
20	74,377	74,377	0	70	151,876	69,717	82,158
21	80,647	62,241	18,406	71	75,594	75,594	0
22	67,487	67,487	0	72	81,967	81,967	0
23	73,177	73,177	0	73	88,877	88,877	0
24	79,346	79,346	0	74	96,369	96,369	0
25	86,034	63,757	22,277	75	104,493	0	104,493
26	69,131	69,131	0	76	0	0	0
27	74,959	74,959	0	77	0	0	0
28	81,278	58,486	22,792	78	0	0	0
29	63,416	63,416	0	79	0	0	0
30	68,762	68,262	499	80	0	0	0
31	74,017	74,017	0	81	0	0	0
32	80,257	80,257	0	82	0	0	0
33	87,022	87,022	0	83	0	0	0
34	94,358	94,358	0	84	0	0	0
35	102,313	74,090	28,222	85	0	0	0
36	80,336	80,336	0	86	0	0	0
37	87,108	87,108	0	87	0	0	0
38	94,451	94,451	0	88	0	0	0
39	102,414	102,414	0	89	0	0	0
40	111,047	111,047	0	90	0	0	0
41	120,408	120,408	0	91	0	0	0
42	130,559	95,612	34,947	92	0	0	0
43	103,672	103,672	0	93	0	0	0
44	112,411	112,411	0	94	0	0	0
45	121,888	121,098	790	95	0	0	0
46	131,306	131,306	0	96	0	0	0
47	142,375	142,375	0	97	0	0	0
48	154,378	154,378	0	98	0	0	0
49	167,392	124,118	43,273	99	0	0	0
50	134,581	86,791	47,790	100	0	0	0

# EXHIBIT D-6

## TREATMENT BOND/TRUST CALCULATOR

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

Prepared For: **Forcey - DeLarme**  
 Treatment System(s) ID: **D7**

Date (mm/dd/yy): **5/9/2023**

Inflation Rate:	<b>3.1%</b>
Yrs to Treat start:	<b>0</b>
Annual Treatment Cost:	<b>\$2,639.00</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>1</b> years

Options	O&M only	Total with Recap	Total with Recap & Insurance	
option #1				
conventional bond:	<b>\$96,541.81</b>	<b>\$152,655.65</b>	<b>\$159,161.17</b>	bond in year
bond adjustment:	<b>\$96,541.81</b>	<b>\$152,655.65</b>	<b>\$159,161.17</b>	<b>2</b>
option #2				
fully funded trust:	<b>\$60,495.39</b>	<b>\$86,927.39</b>	<b>\$88,920.08</b>	trust in year 1

PV of Recap (todays \$\$) @	<b>8.43%</b>	Eff RoR &	<b>3.1%</b>	Inf:	<b>\$26,432.00</b>	for trust in year 1
PV of Recap (todays \$\$) @	<b>6.00%</b>	Eff RoR &	<b>3.1%</b>	Inf:	<b>\$48,170.00</b>	for bond in year 1
					<b>\$56,113.84</b>	for bond in year <b>2</b>

Liability Insurance Factor @	<b>\$1.00</b>	per year, per \$1000 in the total PV of the Trust:	<b>\$86.93</b>	per year	PV Insurance:	<b>\$1,992.69</b>
Liability Insurance Factor @	<b>\$1.00</b>	per year, per \$1000 in total Bond:	<b>\$152.66</b>	per year	PV Insurance:	<b>\$5,584.56</b>

Fields in RED can be updated

Fields in BLUE are fixed or calculated

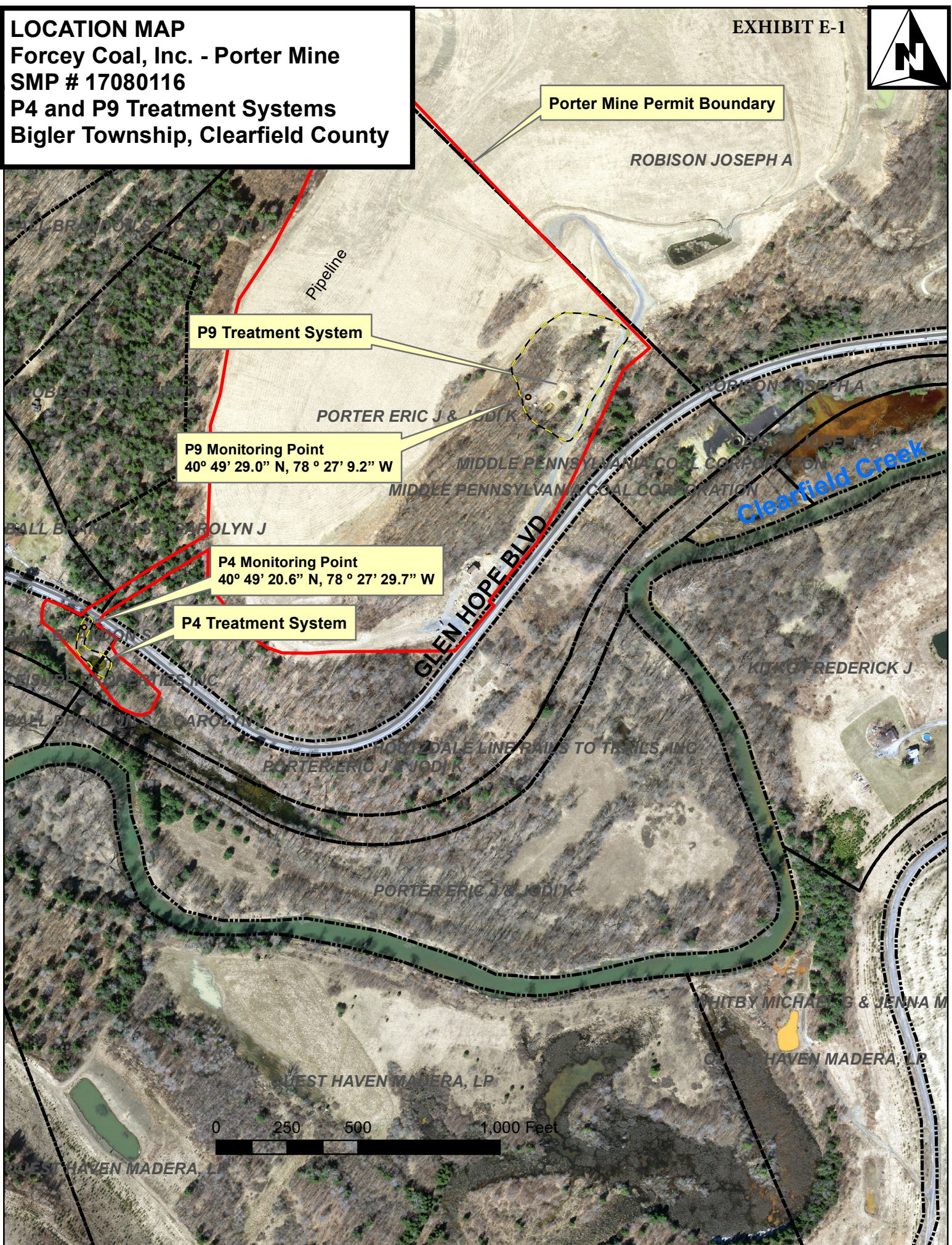
Fields in GREEN are partial amounts

Highlighted Fields in GREEN are final amounts

# EXHIBIT E-1



**Forcey Coal, Inc. - Porter Mine  
SMP # 17080116  
P4 and P9 Treatment Systems  
Bigler Township, Clearfield County**





# EXHIBIT E-2



# MP P-4

EXHIBIT E-2

## Concentrations and Loads Report for 17080116/MP P4 Forcey Porter Mine

### Sample Results, Concentrations in mg/L

MP ID	Collector ID	Seq #	Date Collected	Flow (gal/min)	Al (mg/L)	Alk (mg/L)	Fe (mg/L)	Hot Acidity (mg/L)	Mn (mg/L)	pH	SO4 (mg/L)
P4	4456	508	5/10/2016	16.7	31.82	0.00	66.24	478.80	9.04	2.80	1230.00
P4	4456	522	8/8/2016	7.5	36.46	0.00	88.16	563.40	10.22	2.70	1067.00
P4	4456	637	9/8/2017	7.3	34.07	0.00	61.60	500.60	13.48	2.80	1611.00
P4	4456	674	8/5/2018	26.3	23.53	0.00	13.75	276.00	17.70	2.90	1022.80
P4	4456	690	3/7/2019	12.8	13.64	0.00	9.78	48.00	10.20	3.70	545.00
P4	4456	723	4/16/2019	10.8	23.81	0.00	14.15	273.40	20.16	3.00	1278.00
P4	4456	743	7/26/2019	10.8	19.34	0.00	12.74	254.40	19.20	2.90	1284.00
P4	4456	757	9/18/2019	10.8	25.11	0.00	27.26	316.20	21.00	3.00	1183.00
P4	4456	773	10/17/2019	10.8	27.55	0.00	36.04	412.80	21.09	3.20	1515.00
P4	4456	781	11/19/2019	10.8	33.48	0.00	53.72	474.60	21.44	3.20	1316.00
P4	4456	793	12/16/2019	12.8	33.75	0.00	45.34	445.40	22.66	3.30	1276.00
P4	4456	820	2/27/2020	33.5	26.09	0.00	16.39	284.60	22.18	5.90	1426.00
P4	4456	833	8/25/2020	7.3	22.80	0.00	29.90	337.80	20.10	2.90	1171.00
P4	4456	842	10/20/2020	7.3	32.25	0.00	50.74	452.20	20.98	2.80	1198.00
P4	4456	855	11/19/2020	7.3	35.02	0.00	60.93	507.40	20.57	2.80	1294.00
P4	4456	892	3/23/2021	10.8	31.82	0.00	27.73	345.00	24.02	2.90	1501.00
P4	4456	908	4/22/2021	10.8	27.94	0.00	24.87	328.80	22.17	2.90	1702.00
P4	4156	895	12/22/2021	5	29.99	0.00	38.38	375.80	21.47	2.90	1373.00
P4	7161	384	4/29/2022	15	19.45	0.00	11.08	236.60	16.23	2.90	1193.00

### Concentration Information

Average	12.34	27.78	0.00	36.25	363.78	18.63	3.13	1272.94
Max	33.5	36.46	0.00	88.16	563.40	24.02	5.90	1702.00
Median	10.8	27.94	0.00	29.90	345.00	20.57	2.90	1278.00

### Loadings (lb/day)

MP ID	Collector ID	Seq #	Date Collected	Flow (gal/min)	Al (lb/day)	Alk (lb/day)	Fe (lb/day)	Hot Acidity (lb/day)	Mn (lb/day)	SO4 (lb/day)
P4	4456	508	5/10/2016	16.7	6.39	0.00	13.29	96.10	1.82	246.86
P4	4456	522	8/8/2016	7.5	3.29	0.00	7.95	50.78	0.92	96.18
P4	4456	637	9/8/2017	7.3	2.99	0.00	5.40	43.92	1.18	141.34
P4	4456	674	8/5/2018	26.3	7.44	0.00	4.34	87.24	5.59	323.28
P4	4456	690	3/7/2019	12.8	2.10	0.00	1.50	7.38	1.57	83.84
P4	4456	723	4/16/2019	10.8	3.09	0.00	1.84	35.49	2.62	165.88
P4	4456	743	7/26/2019	10.8	2.51	0.00	1.65	33.02	2.49	166.66
P4	4456	757	9/18/2019	10.8	3.26	0.00	3.54	41.04	2.73	153.55
P4	4456	773	10/17/2019	10.8	3.58	0.00	4.68	53.58	2.74	196.64
P4	4456	781	11/19/2019	10.8	4.35	0.00	6.97	61.60	2.78	170.81
P4	4456	793	12/16/2019	12.8	5.19	0.00	6.97	68.52	3.49	196.29
P4	4456	820	2/27/2020	33.5	10.50	0.00	6.60	114.58	8.93	574.12
P4	4456	833	8/25/2020	7.3	2.00	0.00	2.62	29.64	1.76	102.73
P4	4456	842	10/20/2020	7.3	2.83	0.00	4.45	39.67	1.84	105.10
P4	4456	855	11/19/2020	7.3	3.07	0.00	5.35	44.52	1.80	113.53
P4	4456	892	3/23/2021	10.8	4.13	0.00	3.60	44.78	3.12	194.82
P4	4456	908	4/22/2021	10.8	3.63	0.00	3.23	42.68	2.88	220.91
P4	4156	895	12/22/2021	5	1.80	0.00	2.31	22.58	1.29	82.50
P4	7161	384	4/29/2022	15	3.51	0.00	2.00	42.65	2.93	215.06

### Load Information

Average (lb/day)	3.98	0.00	4.65	50.51	2.76	186.85
Max (lb/day)	10.50	0.00	13.29	114.58	8.93	574.12
Median (lb/day)	3.29	0.00	4.34	43.92	2.62	166.66

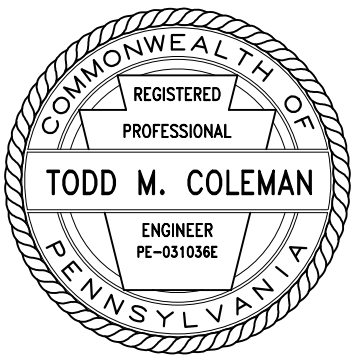
# EXHIBIT E-3





**PLAN**  
scale: 1 inch = 50 feet

AS-BUILT TREATMENT SYSTEM  
P4 SUBCHAPTER F MONITORING POINT



PORTER MINE  
**FORCEY COAL, INC.**  
BITUMINOUS SURFACE MINE OPERATION  
SMP NO. 17080116  
SITUATE  
BIGLER TOWNSHIP, CLEARFIELD COUNTY, PA

SCALE:  
AS SHOWN



**MINETECH ENGINEERS INC.**  
ALTOONA, PENNSYLVANIA

DATE:  
7/27/22



# EXHIBIT E-4

# CLEARFIELD COUNTY RECORDER OF DEEDS

Maurene E. Inlow, Recorder  
Cynthia R. Coudriet - Chief Deputy  
P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

## \*RETURN DOCUMENT TO:

FORCEY COAL INC  
475 BANION ROAD  
MADERA, PA 16661

Instrument Number - 201703057  
Recorded On 3/17/2017 At 10:21:49 AM  
\* Instrument Type - AGREEMENT  
\* Total Pages - 5  
Invoice Number - 319582  
\* Mortgagor - PORTER, ERIC J  
\* Mortgagee - FORCEY COAL INC  
\* Customer - FORCEY COAL INC

### \* FEES

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$15.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$20.50

RECEIVED

APR 10 2017

DEP Moshannon DMO

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



*Maurene E. Inlow*  
Maurene E. Inlow  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

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\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

APR 07 2017



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APR 10 2017

DEP Moshannon DMO

17080116  
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: Eric J. Porter

Name: Jodi K. Porter

Address: 2499 Flegal Road, Clearfield, PA 16830

Address: 2499 Flegal Road, Clearfield, PA 16830

WHEREAS, the Property Owner(s) own surface property containing 117.3 acres located in Bigler Township, Clearfield County, Pennsylvania, and described in Deed Book Volume 200211469, Page       , in the Clearfield 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, Forcey Coal, Inc. ("*Operator*") conducted surface mining activities on or adjacent to the Property pursuant to Surface Mining Permit No. 17080116;

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 pollutorial 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 pollutorial 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;

APR 07 2017

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 Clearfield 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.


For [Operator]

  
Name: David D. Forcey  
Title: President

  
Witness

For the Department of Environmental Protection:

  
Name: Michael W. Smith  
Title: District Mining Manager

  
Witness

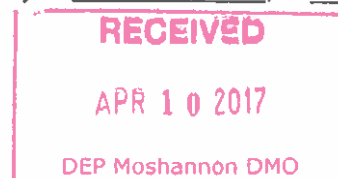
IN WITNESS WHEREOF, each of the parties set its respective hand and seal, for itself, its heirs, executors, administrators, successors and assigns, intending to be legally bound, this 5th day of March, 20 17.

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

  
Name: Eric J. Porter



  
Name: Jodi K. Porter



## ACKNOWLEDGEMENT

STATE OF Pennsylvania  
 COUNTY OF Clearfield

SS

On this, the 8<sup>th</sup> day of March, 2017, before me, the undersigned Notary, personally appeared

Eric J. Porter and Jodi K. Porter  
 (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) Constance L. Smith  
 Notary Public

My Commission Expires:

NOTARIAL SEAL  
 CONSTANCE L. SMITH, Notary Public  
 Bigler Township, Clearfield Co., PA  
 My Commission Expires, October 24, 2017

## ACKNOWLEDGEMENT

STATE OF Pennsylvania  
 COUNTY OF Clearfield

SS

On this, the 8<sup>th</sup> day of March, 2017, before me, the undersigned Notary, personally appeared

David D. Forcey  
 (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) Constance L. Smith  
 Notary Public

My Commission Expires:

NOTARIAL SEAL  
 CONSTANCE L. SMITH, Notary Public  
 Bigler Township, Clearfield Co., PA  
 My Commission Expires, October 24, 2017

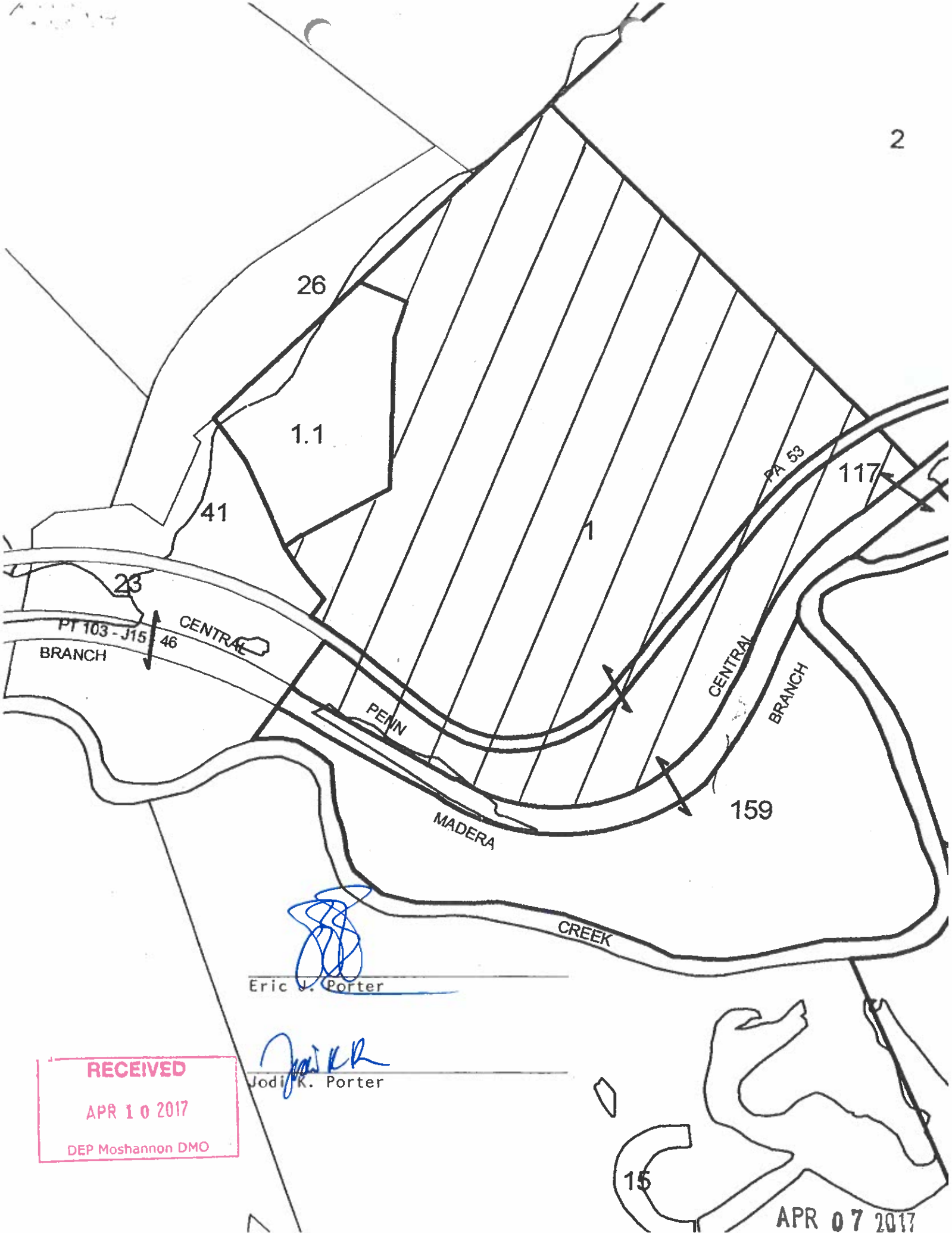
RECEIVED

APR 10 2017

DEP Moshannon DMO

APR 07 2017





  
Eric J. Porter

  
Jodi K. Porter

RECEIVED

APR 10 2017

DEP Moshannon DMO

APR 07 2017

# CLEARFIELD COUNTY RECORDER OF DEEDS

Maurene E. Inlow, Recorder  
Cynthia R. Coudriet - Chief Deputy

P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**

FORCEY COAL INC  
475 BANION ROAD  
MADERA, PA 16661

Instrument Number - 201703056  
Recorded On 3/17/2017 At 10:21:48 AM

\* Instrument Type - AGREEMENT

\* Total Pages - 5

Invoice Number - 319582

\* Mortgagor - BALL, BRANDON S

\* Mortgagee - FORCEY COAL INC

\* Customer - FORCEY COAL INC

**\* FEES**

STATE WRIT TAX \$0.50

RECORDING FEES - \$15.00

RECORDER

RECORDER IMPROVEMENT \$3.00

FUND

COUNTY IMPROVEMENT FUND \$2.00

TOTAL PAID \$20.50

RECEIVED

MAY 10 2023

DEP  
Moshannon DMO

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



*Maurene E. Inlow*  
Maurene E. Inlow  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

# Do Not Detach

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\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF MINING PROGRAM

17080116  
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

RECEIVED

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

MAY 10 2023

Name: Brandon S. Ball

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

Address: 1505 Main Street, Madera, PA 16661

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

DEP  
Moshannon DMO

WHEREAS, the Property Owner(s) own surface property containing 14.04 acres located in Bigler Township, Clearfield County, Pennsylvania, and described in Deed Book Volume 200216824-2, Page       , in the Clearfield 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, Forcey Coal, Inc. ("Operator") conducted surface mining activities on or adjacent to the Property pursuant to Surface Mining Permit No. 17080116;

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.

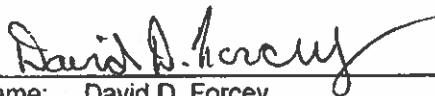
4. Property Use. During the term of this Right of Entry, the Property Owner(s) will not, without the written consent of DEP, make any use of the Property which will interfere with the construction, operation or maintenance of the mine drainage treatment facilities installed on the Treatment Facility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

5. Notification. This Consent to Right of Entry shall be recorded by Operator in the Clearfield 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.

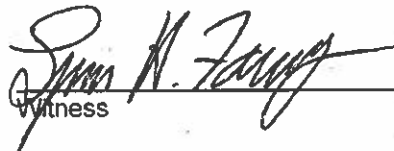
6. Representation of Interests. The Property Owners represent that they are the only persons authorized to grant access to the Treatment Facility Property.

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.

For [Operator]



Name: David D. Forcey  
Title: President



Witness

For the Department of Environmental Protection:




Name: Michael W. Smith  
Title: District Mining Manager



Witness

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 16<sup>th</sup> day of March, 20 17.

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



Name: Brandon S. Ball

RECEIVED

MAY 10 2023

Name:

DEP  
Moshannon DMO

## ACKNOWLEDGEMENT

STATE OF

*Pennsylvania*

COUNTY OF

*Clearfield*

SS

On this, the 16<sup>th</sup> day of March, 2017, before me, the undersigned Notary, personally appeared

\_\_\_\_\_  
Brandon S. Ball

(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)

*Constance L. Smith*

Notary Public

My Commission Expires:

## NOTARIAL SEAL

CONSTANCE L. SMITH, Notary Public  
Bigler Township, Clearfield Co., PA  
My Commission Expires, October 24, 2017

## ACKNOWLEDGEMENT

STATE OF

*Pennsylvania*

COUNTY OF

*Clearfield*

SS

On this, the 16<sup>th</sup> day of March, 2017, before me, the undersigned Notary, personally appeared

\_\_\_\_\_  
David D. Forcey

(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)

*Constance L. Smith*

Notary Public

My Commission Expires:

## NOTARIAL SEAL

CONSTANCE L. SMITH, Notary Public  
Bigler Township, Clearfield Co., PA  
My Commission Expires, October 24, 2017

RECEIVED

MAY 10 2023


DEP

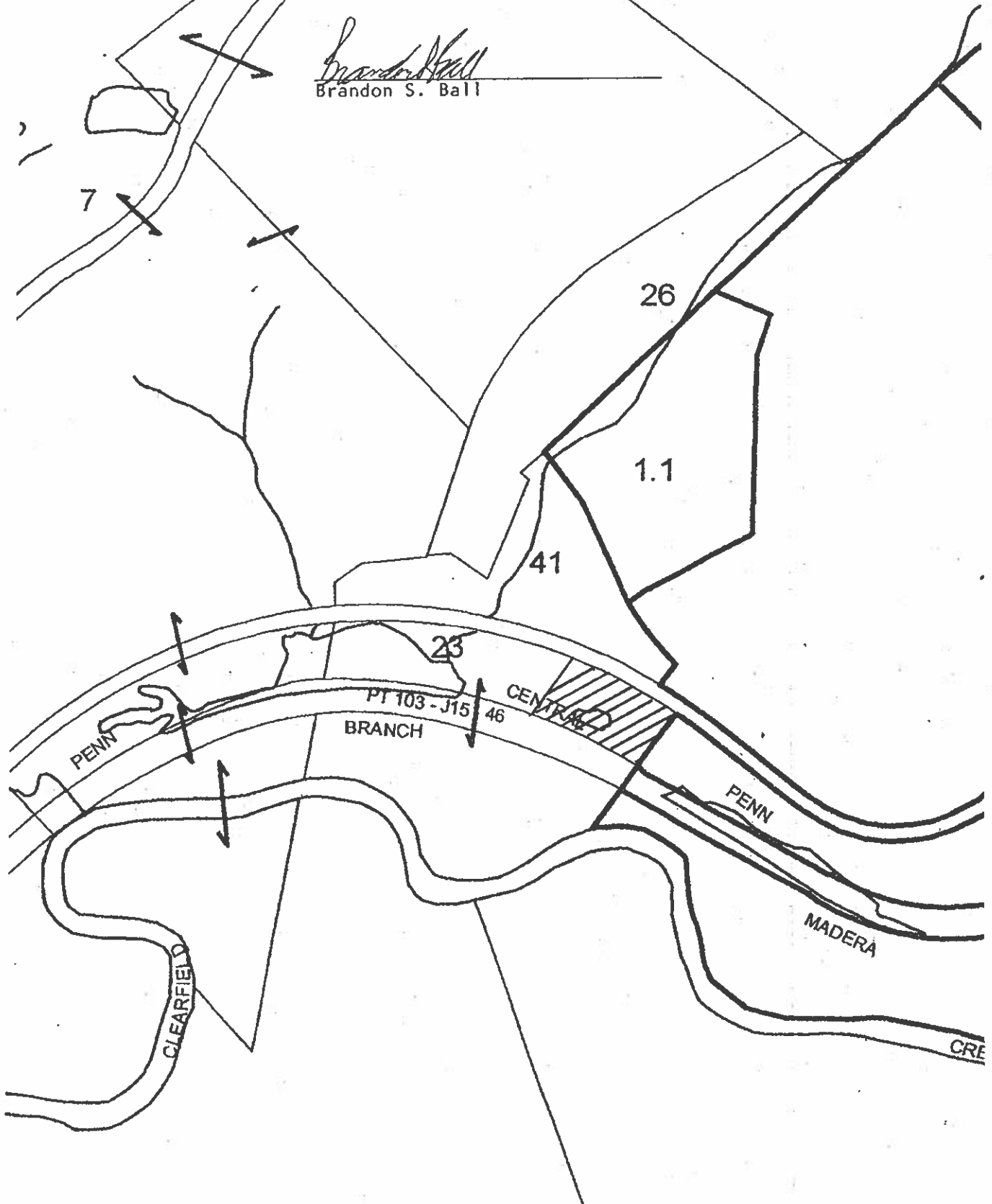
Moshannon DMO

RECEIVED

MAY 10 2023

DEP  
Moshannon DMO

  
Brandon S. Ball



# EXHIBIT E-5

Company Name Forcey Coal, Inc.Project P4 Treatment SystemSite Name Forcey Porter P4**AMD TREAT****AMD TREAT MAIN COST FORM****Costs**

AMD TREAT

<u>Passive Treatment</u>	<u>A</u>	<u>S</u>	
Vertical Flow Pond			\$0
Anoxic Limestone Drain			\$0
Anaerobic Wetlands	1	0	\$1,773
Aerobic Wetlands			\$0
Manganese Removal Bed			\$0
Oxic Limestone Channel			\$0
Limestone Bed			\$0
BIO Reactor			\$0
Passive Subtotal:			<b>\$1,773</b>
<u>Active Treatment</u>			
Caustic Soda			\$0
Hydrated Lime			\$0
Pebble Quick Lime			\$0
Ammonia			\$0
Oxidants			\$0
Soda Ash			\$0
Active Subtotal:			<b>\$0</b>
<u>Ancillary Cost</u>			
Ponds	1	0	\$236
Roads			\$0
Land Access			\$0
Ditching	1	0	\$1,025
Engineering Cost	1	0	\$333
Ancillary Subtotal:			<b>\$1,594</b>
Other Cost (Capital Cost)			\$300
Total Capital Cost:			<b>\$3,667</b>
<u>Annual Costs</u>			
Sampling	1	0	\$1,189
Labor	1	0	\$227
Maintenance	1	0	\$500
Pumping			\$0
Chemical Cost			\$0
Oxidant Chem Cost			\$0
Sludge Removal			\$0
Other Cost (Annual Cost)			\$0
Land Access (Annual Cost)			\$0
Total Annual Cost:			<b>\$1,916</b>
Other Cost	1	0	

**Water Quality**

Design Flow	23.00	gpm
Typical Flow	15.00	gpm
Total Iron	40.50	mg/L
Ferrous Iron	0.00	mg/L
Aluminum	26.20	mg/L
Manganese	15.00	mg/L
pH	2.80	su
Alkalinity	0.00	mg/L
TIC	0.00	mg/L

☒ Calculate Net Acidity☐ Enter Hot Acidity manually

Acidity 360.98 mg/L

Sulfate 1078.00 mg/L

Chloride 0.00 mg/L

Calcium 0.00 mg/L

Magnesium 0.00 mg/L

Sodium 0.00 mg/L

Water Temperature 20.00 C

Specific Conductivity 0.00 uS/cm

Total Dissolved Solids 0.00 mg/L

Dissolved Oxygen 0.01 mg/L

Typical Acid Loading 11.8 tons/yr

**Total Annual Cost: per**  
**1000 Gal of H2O Treated \$0.242**



Company Name Forcey Coal, Inc.

Printed on 05/10/2023

Project P4 Treatment SystemSite Name Forcey Porter P4

## AMD TREAT

### ANAEROBIC WETLANDS

AMD TREAT

Anaerobic Wetlands Name P4 Wetland

#### ☐ Opening Screen Water Parameters

#### Influent Water Parameters that Affect Anaerobic Wetlands

Calculated Acidity

360.98 mg/L

Alkalinity

0.00 mg/L
☒ Calculate Net Acidity (Acid-Alkalinity)

☒ Enter Net Acidity manually

Net Acidity (Hot Acidity)

360.98 mg/L

Design Flow

23.00 gpm

Typical Flow

15.00 gpm

Total Iron

40.50 mg/L

Aluminum

26.20 mg/L

Manganese

15.00 mg/L

#### SIZING METHODS Select One

☐ Anaerobic Wetland Based on Metal Removal Rates
1. Iron Removal Rate            g/m2/day 2. Mn Removal Rate            g/m2/day
☒ Anaerobic Wetland Based on Dimensions
3. Top Length at Freeboard 66 ft 4. Top Width at Freeboard 43 ft

5. Length to Width Ratio            :
- Run of Slope Rise of Slope
6. Slope of Wetland Sides 2.0 : 1.00
7. Freeboard Depth 1.00 ft
8. Free Standing Water Depth 1.50 ft
9. Organic Matter Thickness 0.50 ft
10. Organic Matter Unit Cost 15.00 \$/yd3
11. Organic Matter Spreading Cost 4.50 \$/yd3
12. Limestone Depth 0.20 ft
13. Density of Loose Limestone 100 lbs/ft3
14. Limestone Unit Cost 0.00 \$/ton
15. Excavation Unit Cost 5.50 \$/yd3
16. Wetland Planting Unit Cost 3700 \$/acre

☐ 17. Clearing and Grubbing?

- ☐ 18a. Land Multiplier            ratio
- ☐ 18b. Clear/Grub Acres            acres
19. Clear and Grub Unit Cost            \$/acre

#### Liner Cost

☒ No Liner

☐ Clay Liner
20. Clay Liner Unit Cost            \$/yd321. Thickness of Clay Liner            ft
☐ Synthetic Liner
22. Synthetic Liner Unit Cost            \$/yd2

#### Anaerobic Wetland Sizing Summaries

23. Length at Top of Freeboard 66.00 ft
24. Width at Top of Freeboard 43.00 ft
25. Freeboard Volume 97 yd3
26. Water Surface Area 2,418 ft2
27. Water Volume 118 yd3
28. Organic Matter Volume 32 yd3
29. Limestone Volume 12 yd3
30. Tons of Limestone 16 tons
31. Excavation Volume 162 yd3
32. Clear and Grub Area 0.0 acres
33. Liner Area 0 ft2

#### Anaerobic Cost Summaries

34. Organic Matter Cost 636 \$
35. Limestone Cost 0 \$
36. Excavation Cost 896 \$
37. Liner Cost 0 \$
38. Clear and Grub Cost 0 \$
39. Wetland Planting Cost 241 \$

40. Total Cost 1,773 \$

Record Number 1 of 1

Company Name Forcey Coal, Inc.

Printed on 05/10/2023

Project P4 Treatment System

Site Name Forcey Porter P4



## AMD TREAT PONDS

AMDTREAT

Pond Name Sump Pond

### Pond Design Based On:

☒ Retention Time

1. Desired Retention Time  hours

☐ 2. Include Sludge Removal?

3. Sludge Removal Frequency  times/year

☐ 4. Titration?

5. Sludge Rate  gal sludge/  
gal H<sub>2</sub>O

6. Percent Solids  %

7. Sludge Density  lbs./gal

☒ Pond Size

8. Pond Length at Top of Freeboard  20.000 ft

9. Pond Width at Top of Freeboard  20.000 ft

Run Rise

10. Slope Ratio of Pond Sides  2.0 :  1

11. Freeboard Depth  1.0 ft

12. Water Depth  2.7 ft

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

14. Total Length of Effluent  
/ Influent Pipe  0.00 ft

15. Unit Cost of Pipe  10.00 \$/ft

Liner Cost

☐ No Liner

☒ Clay Liner

16. Clay Liner Unit Cost  5.00 \$/yd<sup>3</sup>

17. Thickness of Clay Liner  1.0 ft

☐ Synthetic Liner

18. Synthetic Liner Unit Cost  \$/yd<sup>2</sup>

☐ 19. Clearing and Grubbing?

☐ 20. Land Multiplier  ratio

☐ 21. Clear/Grub Acres  acres

22. Clear and Grub Unit Cost  \$/acre

☐ Opening Screen  
Water Parameters

### Influent Water Parameters that Affect Ponds

Calculated Acidity

360.98 mg/L

Alkalinity

0.00 mg/L

☒ Calculate Net  
Acidity  
(Acid-Alkalinity)

☐ Enter Net Acidity  
manually

Net Acidity  
(Hot Acidity)

0.00 mg/L

Design Flow

23.00 gpm

Typical Flow

15.00 gpm

Total Iron

40.50 mg/L

Aluminum

26.20 mg/L

Manganese

15.00 mg/L

Record Number

1 of 1

23. Revegetation Cost  1500.00 \$/acre

24. Cost of Baffles  0 \$

### Calculated Pond Dimensions per Pond

25. Length at Top of Freeboard  20 ft

26. Width at Top of Freeboard  20 ft

27. Freeboard Volume  24 yd<sup>3</sup>

28. Water Volume  12 yd<sup>3</sup>

29. Estimated Annual Sludge  0 yd<sup>3</sup>/yr

30. Volume of Sludge  
per Removal  0 yd<sup>3</sup>/removal

31. Excavation Volume  0.00 acre ft

32. Excavation Volume  12 yd<sup>3</sup>

33. Clear and Grub Area  0.01 acres

34. Liner Area  88 yd<sup>2</sup>

35. Calculated Retention Time  1 hours

### Ponds Sub-Totals per Pond

36. Excavation Cost  152 \$

37. Pipe Cost  0 \$

38. Liner Cost  77 \$

39. Clearing and Grubbing Cost  0 \$

40. Revegetation Cost  6 \$

41. Baffle Cost  0 \$

42. Estimated Cost  236 \$

☐ 43. Accept Minimum Pond Cost?

The Recommended Minimum Construction  
Cost of Building a Pond is \$ 5,000

44. Recommended Minimum Cost  \$

45. Total Cost  236 \$

Company Name Forcey Coal, Inc.  
Project P4 Treatment System  
Site Name Forcey Porter P4

Printed on 05/10/2023

## AMD TREAT DITCHING



AMDTREAT

Ditching Name Rock lined channel to sump

1. Ditch Length Rock  ft  
2. Ditch Length Grass  ft  
3. Bottom Width of Ditch  ft  
4. Ditch Depth  ft  
5. Geo Textile Unit Cost  \$/yd2  
6. Length of Geo Textile  ft

7. Slope Ratio of Ditch Sides Run  : Rise

☐ 8. Surveying?

9. Survey Rate  acres/day

10. Survey Unit Cost  \$/day

☐ 11. Clearing and Grubbing?

12. Clear and Grub Cost  \$/acre

13. Ditch Depth of Rock  ft  
14. Cost of Ditch Surface Rock  \$/yd3  
15. Cost to Place Rock  \$/yd3  
16. Excavation Unit Cost  \$/yd3  
17. Length of Silt Fence  ft  
18. Unit Cost of Silt Fence  \$/ft  
19. Revegetation Unit Cost  \$/acre

### Ditching Sub-Totals

20. Excavation Cost  \$  
21. Survey Cost  \$  
22. Clear and Grub Cost  \$  
23. Aggregate Cost  \$  
24. Filter Fabric Cost  \$  
25. Silt Fence Cost  \$  
26. Revegetation Cost  \$

Record Number 1 of 1

27. Total Cost  \$

Company Name Forcey Coal, Inc.

Printed on 05/10/2023

Project P4 Treatment System

Site Name Forcey Porter P4



**AMDTREAT**

## **AMD TREAT ENGINEERING COST**

1. Capital Cost \*  \$

2. Per Cent of Capital Cost  %

3. Actual Engineering Cost  \$

4. Total Engineering Cost  \$

**\* Total Capital Cost minus Engineering and  
Land Access Capital Cost**

Company Name Forcey Coal, Inc.

Printed on 05/10/2023

Project P4 Treatment System

Site Name Forcey Porter P4



**AMDTREAT**

## AMD TREAT SAMPLING

Sampling Name 1 treated/mo, 1 raw/qtr

### ☒ Estimate Sampling Cost

1. Unit Labor Cost  \$/hr

2. Collection Time per Sample  hours/sample

3. Travel Time  hr

4. Sample Frequency  samples/mo

5. Lab Cost Per Sample  \$/sample

6. Number of Sample Points  points

### ☒ Enter Established Annual Sampling Cost

7. Actual Annual Sampling Cost  \$

### Sampling Sub-Totals

8. Yearly Sample Analysis Cost  \$

9. Yearly Travel Cost  \$

10. Yearly Collection Cost  \$

11. Sampling Cost  \$

Record Number 1 of 1

Company Name Forcey Coal, Inc.

Printed on 05/10/2023

Project P4 Treatment System

Site Name Forcey Porter P4



AMDTREAT

## AMD TREAT

### LABOR

Labor Name

P4

#### Estimate Labor Cost

1. Site Visits per Week

2. Site Labor Time per Visit  hours

3. Travel Time per Visit  hours

4. Unit Labor Cost  \$/hour

#### Enter Established Annual Labor Cost

5. Actual Annual Labor Cost  \$

6. Total Cost  \$

Record Number 1 of 1

Company Name Forcey Coal, Inc.  
Project P4 Treatment System  
Site Name Forcey Porter P4

Printed on 05/10/2023



AMDTREAT

## AMD TREAT

### MAINTENANCE

#### Estimate Maintenance Cost

1. Percent of Active Cost  %  
2. Percent of Passive Cost  %  
3. Percent of Ancillary Cost \*  %  
4. Percent of Other Capital Cost  %

#### Enter Established Annual Maintenance Cost

5. Annual Maintenance Cost  \$

#### Maintenance Sub-Totals

- 6 Total Maintenance Active Cost  \$  
7. Total Maintenance Passive Cost  \$  
8. Total Maintenance Ancillary Cost  \$  
9. Total Maintenance Other Capital Cost  \$

10. Total Maintenance Cost  \$

\* Ancillary Cost does not include Cost for  
Land Access and Engineering Cost

Company Name Forcey Coal, Inc.Project P4 Treatment SystemSite Name Forcey Porter P4

## AMD TREAT OTHER COST

AMD TREAT

Other Cost Name P4

A. Description of Item	B. Unit Cost Per Item	C. Quantity	D. Total Item Cost	E. Capital Cost Annual Cost
1. Wetland Outlet Pipe	200.00	1	200	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
2. Weir	100.00	1	100	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
3.	0.00	0	0	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
4.	0.00	0	0	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
5.	0.00	0	0	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
6.	0.00	0	0	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
7.	0.00	0	0	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
8.	0.00	0	0	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
9.	0.00	0	0	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
10.	0.00	0	0	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
11.	0.00	0	0	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
12.	0.00	0	0	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
13.	0.00	0	0	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
14.	0.00	0	0	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
15.	0.00	0	0	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost

Record Number

1 of 1

Current Capital Cost  \$Current Annual Cost  \$Total Capital Cost  \$Total Annual Cost  \$



# EXHIBIT E-6

Company Name Forcey Coal, Inc.Project P4 Treatment SystemSite Name Forcey Porter P4

EXHIBIT E-6



## AMD TREAT RECAPITIALIZATION COST

AMDTREAT

Calculation Period  yrs Inflation Rate  %Net Return Rate  %Recapitalization Name 

A.	B	C	D	E	F	G
Description of Item	Unit Cost Per Item	Quantity	Total Item Cost	Life Cycle	Number of Periods	Total PV
1. Weir	100	1	100	20	3	55
2. Wetland Outlet Pipe	200	1	200	30	2	54
3. Sludge Removal (vacuum truck to bh)	1,200	1	1,200	10	7	1,777
4.	0	0	0	0	0	0
5.	0	0	0	0	0	0
6.	0	0	0	0	0	0
7.	0	0	0	0	0	0
8.	0	0	0	0	0	0
9.	0	0	0	0	0	0
10.	0	0	0	0	0	0
11.	0	0	0	0	0	0
12.	0	0	0	0	0	0
13.	0	0	0	0	0	0
14.	0	0	0	0	0	0
15.	0	0	0	0	0	0
16.	0	0	0	0	0	0
17.	0	0	0	0	0	0
18.	0	0	0	0	0	0
19.	0	0	0	0	0	0
20.	0	0	0	0	0	0

Total Capital Cost  \$ PV Grand Total  \$

Company Name Forcey Coal, Inc.  
 Project P4 Treatment System  
 Site Name Forcey Porter P4

Printed on 05/10/2023



Life of Trust Fund  yrs  
 Inflation Rate  %  
 Return Rate  %

## AMD TREAT RECAPITIALIZATION COST

AMDTREAT

Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule	Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule
	1,886	1,886	Initial Fund Amount				
1	2,044	2,044	0	51	6,706	6,706	0
2	2,216	2,216	0	52	7,271	7,271	0
3	2,403	2,403	0	53	7,884	7,884	0
4	2,606	2,606	0	54	8,549	8,549	0
5	2,826	2,826	0	55	9,270	9,270	0
6	3,064	3,064	0	56	10,051	10,051	0
7	3,322	3,322	0	57	10,898	10,898	0
8	3,602	3,602	0	58	11,817	11,817	0
9	3,906	3,906	0	59	12,813	12,813	0
10	4,235	2,607	1,628	60	13,894	4,526	9,367
11	2,827	2,827	0	61	4,908	4,908	0
12	3,065	3,065	0	62	5,322	5,322	0
13	3,324	3,324	0	63	5,770	5,770	0
14	3,604	3,604	0	64	6,257	6,257	0
15	3,908	3,908	0	65	6,784	6,784	0
16	4,237	4,237	0	66	7,356	7,356	0
17	4,594	4,594	0	67	7,977	7,977	0
18	4,982	4,982	0	68	8,649	8,649	0
19	5,402	5,402	0	69	9,378	9,378	0
20	5,857	3,463	2,393	70	10,169	0	10,169
21	3,755	3,755	0	71	0	0	0
22	4,072	4,072	0	72	0	0	0
23	4,415	4,415	0	73	0	0	0
24	4,787	4,787	0	74	0	0	0
25	5,191	5,191	0	75	0	0	0
26	5,628	5,628	0	76	0	0	0
27	6,103	6,103	0	77	0	0	0
28	6,618	6,618	0	78	0	0	0
29	7,175	7,175	0	79	0	0	0
30	7,780	4,282	3,498	80	0	0	0
31	4,643	4,643	0	81	0	0	0
32	5,034	5,034	0	82	0	0	0
33	5,459	5,459	0	83	0	0	0
34	5,919	5,919	0	84	0	0	0
35	6,418	6,418	0	85	0	0	0
36	6,959	6,959	0	86	0	0	0
37	7,546	7,546	0	87	0	0	0
38	8,182	8,182	0	88	0	0	0
39	8,872	8,872	0	89	0	0	0
40	9,619	5,211	4,408	90	0	0	0
41	5,650	5,650	0	91	0	0	0
42	6,127	6,127	0	92	0	0	0
43	6,643	6,643	0	93	0	0	0
44	7,203	7,203	0	94	0	0	0
45	7,810	7,810	0	95	0	0	0
46	8,469	8,469	0	96	0	0	0
47	9,183	9,183	0	97	0	0	0
48	9,957	9,957	0	98	0	0	0
49	10,796	10,796	0	99	0	0	0
50	11,707	6,184	5,522	100	0	0	0

# EXHIBIT E-7

## TREATMENT BOND/TRUST CALCULATOR

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

Prepared For: **Forcey Coal, Inc. - Porter**  
 Treatment System(s) ID: **P-4**

Date (mm/dd/yy): **5/9/2023**

Inflation Rate:	<b>3.1%</b>
Yrs to Treat start:	<b>0</b>
Annual Treatment Cost:	<b>\$1,916.00</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>1</b> years

Options	O&M only	Total with Recap	Total with Recap & Insurance	
option #1				
conventional bond:	<b>\$70,092.50</b>	<b>\$74,110.28</b>	<b>\$77,268.54</b>	bond in year
bond adjustment:	<b>\$70,092.50</b>	<b>\$74,110.28</b>	<b>\$77,268.54</b>	<b>2</b>
option #2				
fully funded trust:	<b>\$43,921.62</b>	<b>\$45,807.62</b>	<b>\$46,857.70</b>	trust in year 1

PV of Recap (todays \$\$) @	<b>8.43%</b>	Eff RoR &	<b>3.1%</b>	Inf:	<b>\$1,886.00</b>	for trust in year 1
PV of Recap (todays \$\$) @	<b>6.00%</b>	Eff RoR &	<b>3.1%</b>	Inf:	<b>\$3,449.00</b>	for bond in year 1
					<b>\$4,017.78</b>	for bond in year 2

Liability Insurance Factor @	<b>\$1.00</b>	per year, per \$1000 in the total PV of the Trust:	<b>\$45.81</b>	per year	PV Insurance:	<b>\$1,050.08</b>
Liability Insurance Factor @	<b>\$1.00</b>	per year, per \$1000 in total Bond:	<b>\$74.11</b>	per year	PV Insurance:	<b>\$2,711.16</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

# EXHIBIT F-1

**Concentrations and Loads Report  
for 17080116/MP P9 Forcey Porter Mine**

**MP P-9**

**EXHIBIT F-1**

**Sample Results, Concentrations in mg/L**

MP ID	Collector ID	Seq #	Date Collected	Flow (gal/min)	Al (mg/L)	Alk (mg/L)	Fe (mg/L)	Hot Acidity (mg/L)	Mn (mg/L)	pH	SO4 (mg/L)
P9	4456	336	2/11/2015	1.2	5.22	0.00	0.02	72.60	4.32	4.20	270.40
P9	4456	417	8/12/2015	4.5	11.92	9.60	0.30	95.80	11.22	5.00	590.10
P9	4456	506	5/10/2016	3.8	13.89	8.80	0.30	89.60	9.77	4.40	1152.00
P9	4456	525	8/8/2016	1.2	20.85	12.40	0.30	138.00	17.63	4.50	1308.00
P9	4456	636	9/8/2017	2.5	15.06	12.20	0.30	116.00	26.51	8.50	1748.00
P9	4456	692	3/7/2019	2.7	4.28	9.20	0.30	35.60	10.15	4.80	764.60
P9	4456	725	4/16/2019	9.5	6.85	11.40	0.30	45.40	14.84	4.80	864.90
P9	4456	772	10/17/2019	0.25	14.48	13.20	0.30	156.00	27.63	5.00	1684.00
P9	4456	779	11/19/2019	1.5	15.59	12.60	0.30	142.20	28.64	4.80	1583.00
P9	4456	792	12/16/2019	1.8	7.26	9.20	0.30	65.00	14.04	5.20	881.10
P9	4456	819	2/27/2020	10.5	3.82	8.60	0.30	28.80	8.47	5.40	507.20
P9	4456	831	8/25/2020	1	14.50	10.60	0.30	117.80	29.80	4.50	1792.00
P9	4456	840	10/20/2020	0.75	16.59	10.80	0.30	125.60	31.25	4.60	1763.00
P9	4456	854	11/19/2020	1.5	12.61	11.40	0.30	81.80	22.32	4.60	1380.00
P9	4456	890	3/23/2021	3	6.86	9.80	0.30	47.20	14.39	4.80	893.50
P9	4156	855	8/30/2021	1	25.39	40.40	0.30	-8.60	1.69	6.30	546.40
P9	4156	897	12/22/2021	5	5.78	7.00	0.30	40.80	11.00	4.40	783.80
P9	7161	382	4/29/2022	4	6.60	4.60	0.30	53.80	12.07	4.20	957.50

**Concentration Information**

Average	3.09	11.53	11.21	0.28	80.19	16.43	5.00	1081.64
Max	10.5	25.39	40.40	0.30	156.00	31.25	8.50	1792.00
Median	2.15	12.26	10.20	0.30	77.20	14.22	4.80	925.50

**Loadings (lb/day)**

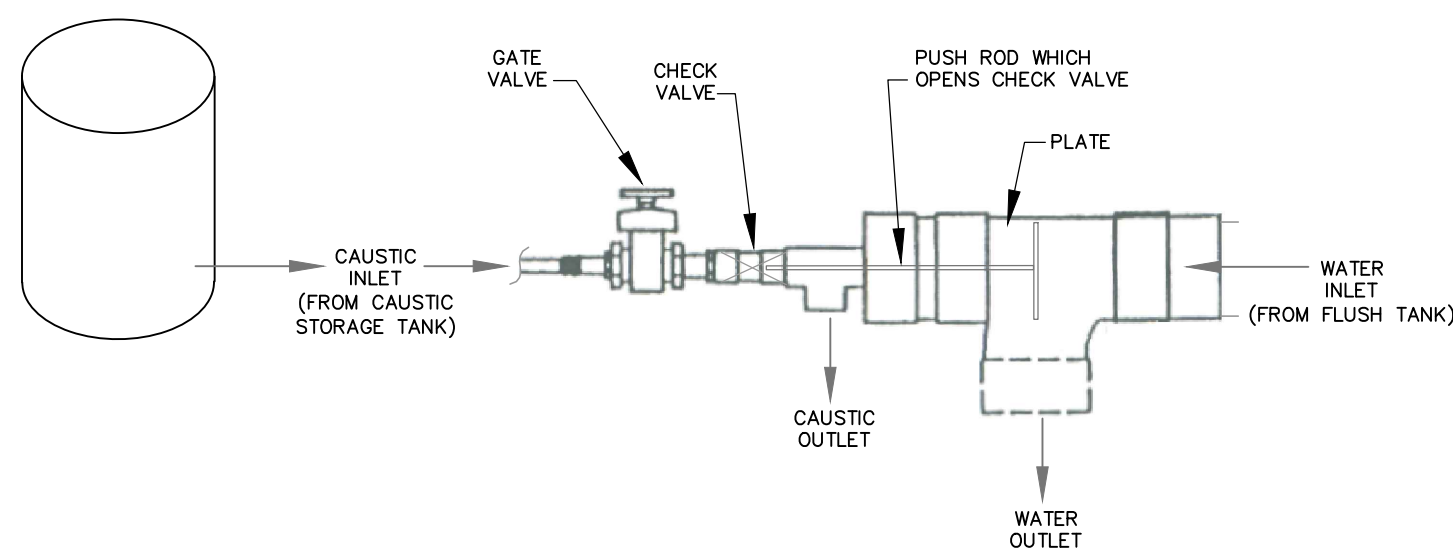
MP ID	Collector ID	Seq #	Date Collected	Flow (gal/min)	Al (lb/day)	Alk (lb/day)	Fe (lb/day)	Hot Acidity (lb/day)	Mn (lb/day)	SO4 (lb/day)
P9	4456	336	2/11/2015	1.2	0.08	0.00	0.00	1.05	0.06	3.90
P9	4456	417	8/12/2015	4.5	0.64	0.52	0.02	5.18	0.61	31.91
P9	4456	506	5/10/2016	3.8	0.63	0.40	0.01	4.09	0.45	52.61
P9	4456	525	8/8/2016	1.2	0.30	0.18	0.00	1.99	0.25	18.86
P9	4456	636	9/8/2017	2.5	0.45	0.37	0.01	3.49	0.80	52.52
P9	4456	692	3/7/2019	2.7	0.14	0.30	0.01	1.16	0.33	24.81
P9	4456	725	4/16/2019	9.5	0.78	1.30	0.03	5.18	1.69	98.75
P9	4456	772	10/17/2019	0.25	0.04	0.04	0.00	0.47	0.08	5.06
P9	4456	779	11/19/2019	1.5	0.28	0.23	0.01	2.56	0.52	28.54
P9	4456	792	12/16/2019	1.8	0.16	0.20	0.01	1.41	0.30	19.06
P9	4456	819	2/27/2020	10.5	0.48	1.09	0.04	3.63	1.07	64.00
P9	4456	831	8/25/2020	1	0.17	0.13	0.00	1.42	0.36	21.54
P9	4456	840	10/20/2020	0.75	0.15	0.10	0.00	1.13	0.28	15.89
P9	4456	854	11/19/2020	1.5	0.23	0.21	0.01	1.47	0.40	24.88
P9	4456	890	3/23/2021	3	0.25	0.35	0.01	1.70	0.52	32.21
P9	4156	855	8/30/2021	1	0.31	0.49	0.00	-0.10	0.02	6.57
P9	4156	897	12/22/2021	5	0.35	0.42	0.02	2.45	0.66	47.10
P9	7161	382	4/29/2022	4	0.32	0.22	0.01	2.59	0.58	46.03

**Load Information**

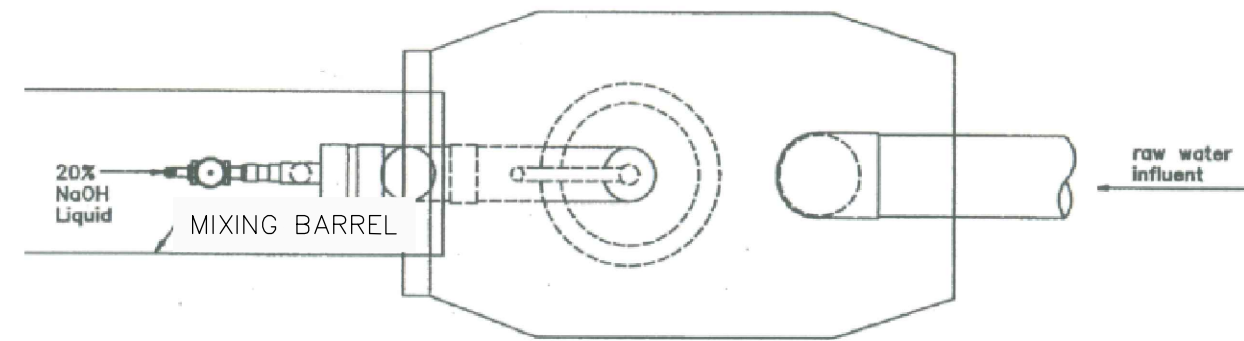
Average (lb/day)	0.32	0.36	0.01	2.27	0.50	33.01
Max (lb/day)	0.78	1.30	0.04	5.18	1.69	98.75
Median (lb/day)	0.29	0.26	0.01	1.85	0.42	26.71

# EXHIBIT F-2

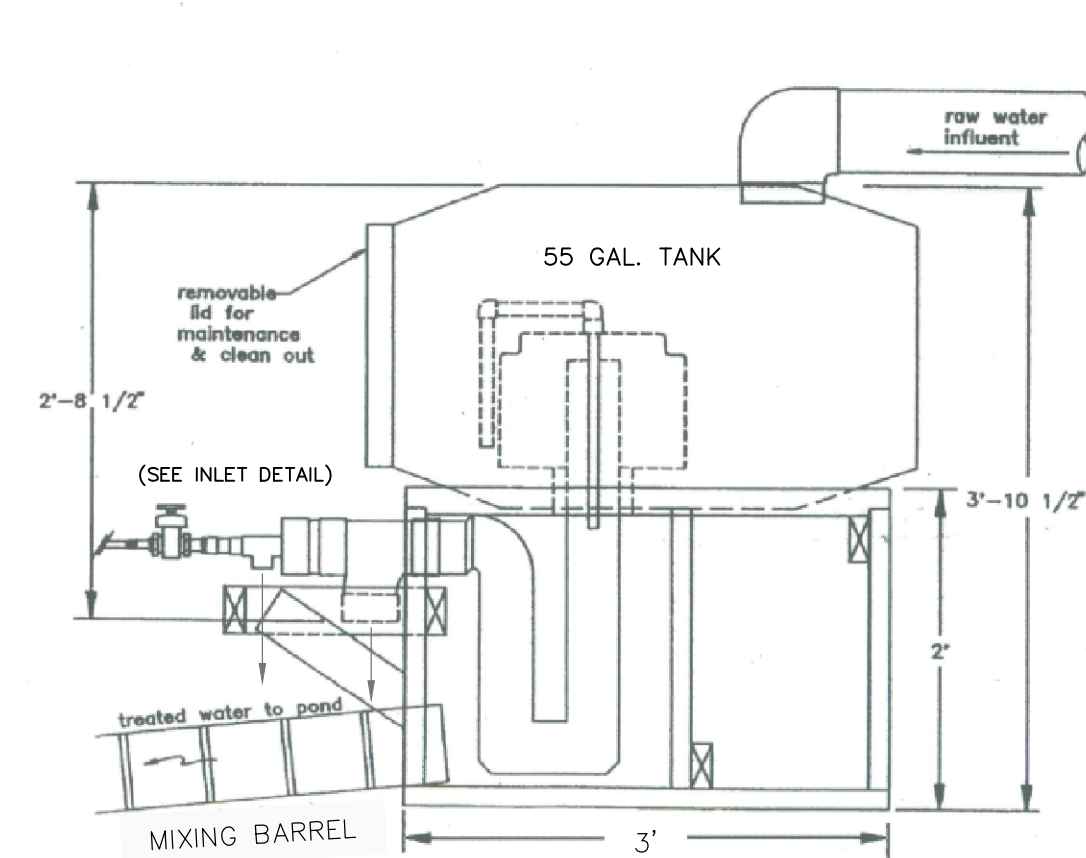




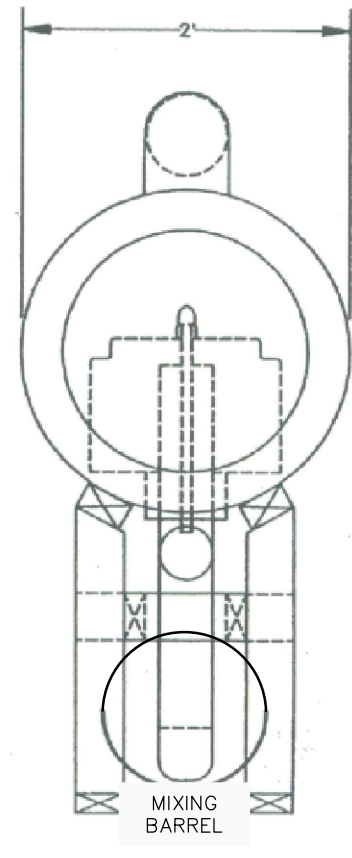
INLET DETAIL  
NOT TO SCALE



TOP VIEW



SIDE VIEW

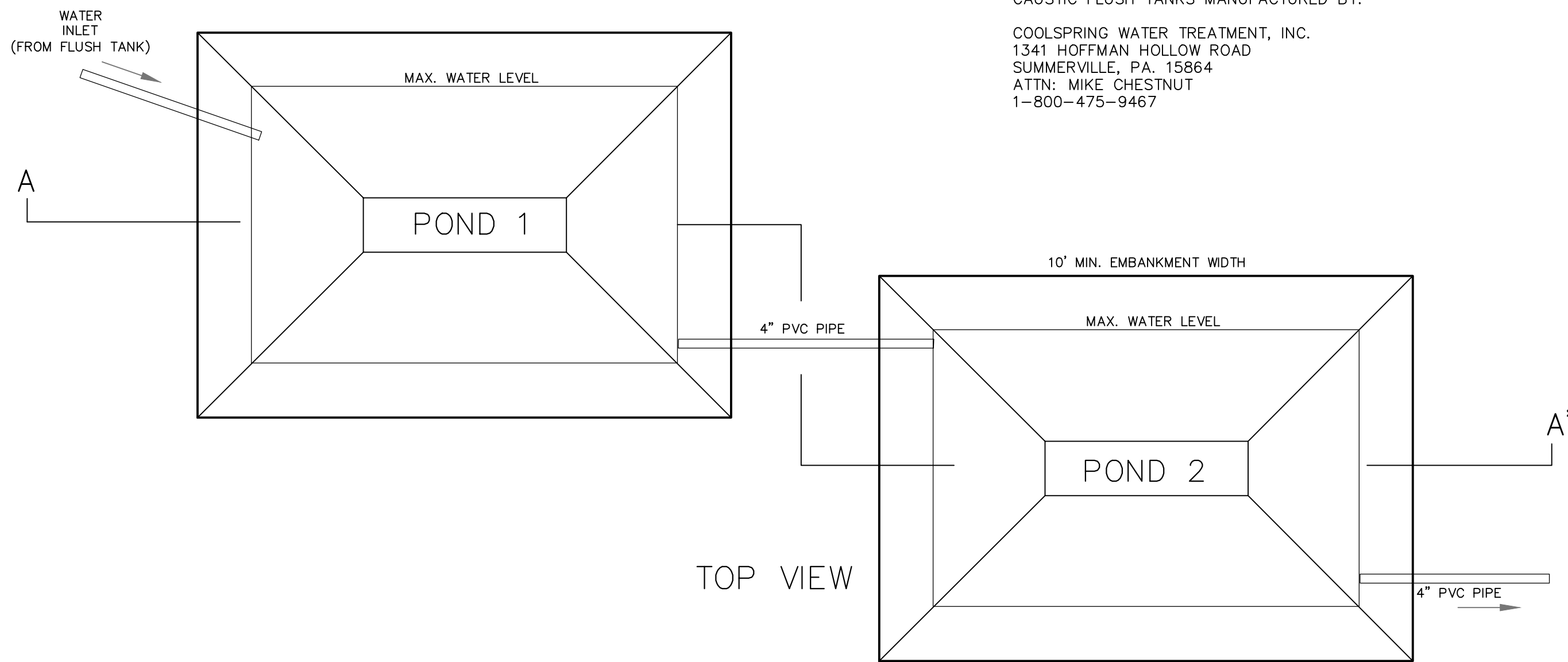


END VIEW

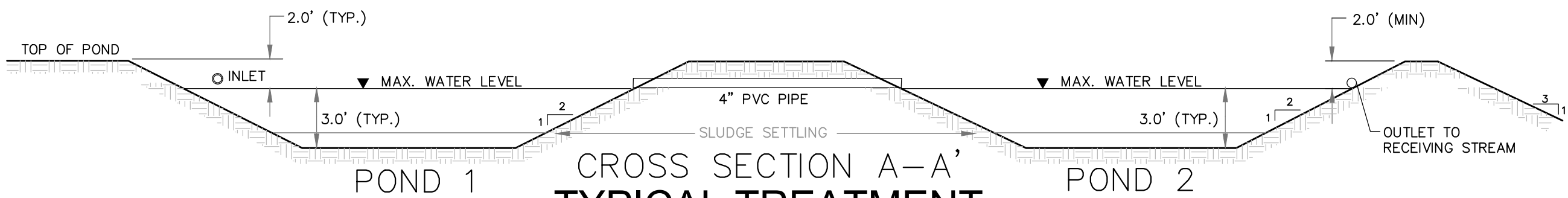
CAUSTIC FLUSH TANK

NOT TO SCALE

NOTE:  
CAUSTIC FLUSH TANK SYSTEMS ARE TO BE ENCLOSED TO PROTECT THEM FROM THE ELEMENTS AS WELL AS MINIMIZE VANDALISM AND PREVENT PROBLEMS WITH DEBRIS ENTERING THE TANKS AND FOULING THE SYSTEMS.  
CAUSTIC FLUSH TANKS MANUFACTURED BY:  
COOLSPRING WATER TREATMENT, INC.  
1341 HOFFMAN HOLLOW ROAD  
SUMMERVILLE, PA. 15864  
ATTN: MIKE CHESTNUT  
1-800-475-9467



TOP VIEW



CROSS SECTION A-A'  
TYPICAL TREATMENT  
POND DESIGN

NOT TO SCALE

POND DESIGN CHART

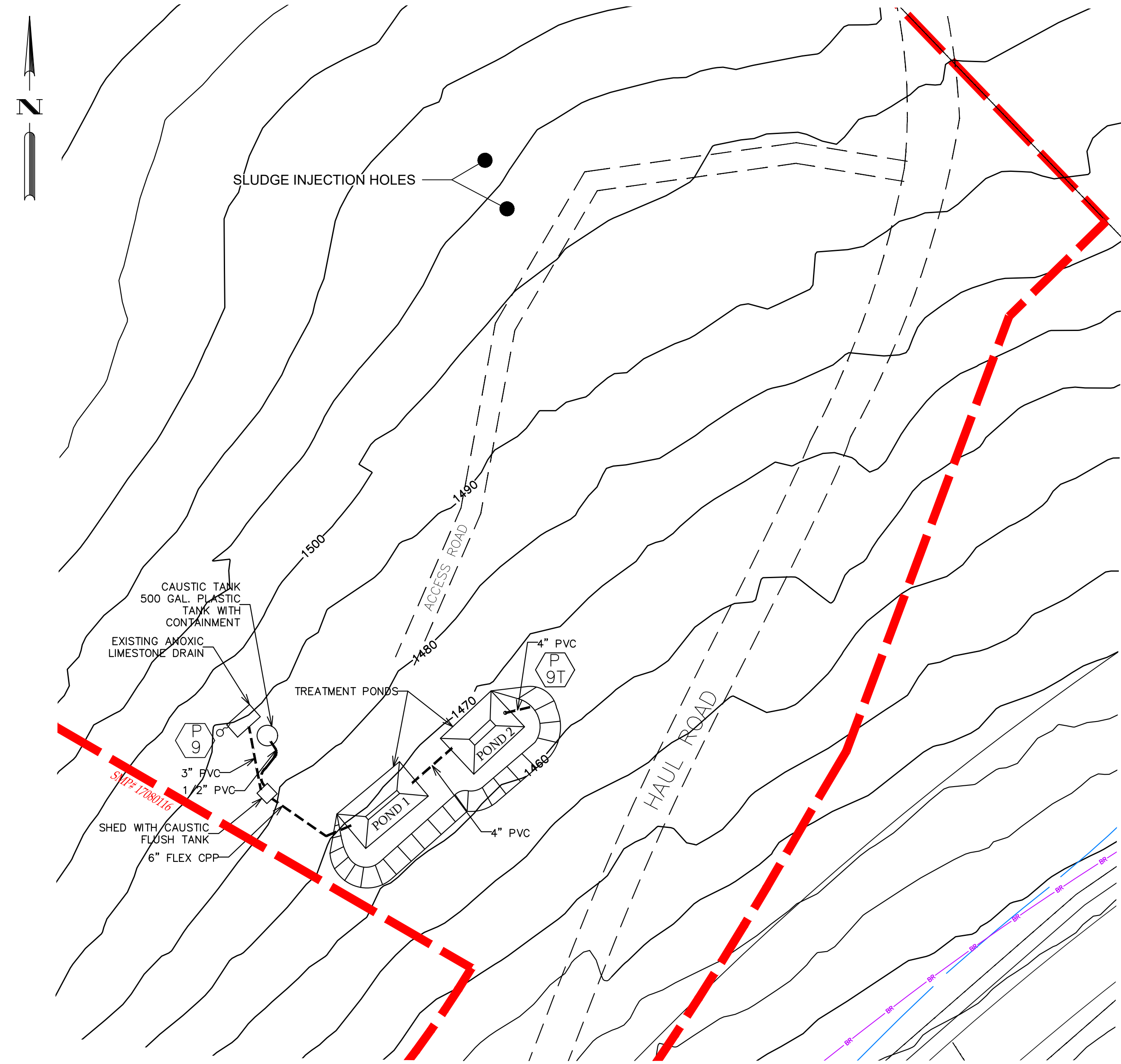
TOP DIMENSIONS  
DIMENSIONS @ 3' DESIGN DEPTH  
BOTTOM DIMENSIONS  
TOTAL DEPTH  
STORAGE CAPACITY @ 3'

	POND 1	POND 2
TOP DIMENSIONS	24' X 40'	24' X 34'
DIMENSIONS @ 3' DESIGN DEPTH	16' X 32'	16' X 26'
BOTTOM DIMENSIONS	4' X 20'	4' X 14'
TOTAL DEPTH	5'	5'
STORAGE CAPACITY @ 3'	816 CU. FT.	636 CU. FT.

TWO BASINS SIZED AT THE ABOVE DIMENSIONS ARE  
CONNECTED IN SERIES BY A MINIMUM 4" DIA. PIPE

AS BUILT TREATMENT SYSTEM  
P9 SUBCHAPTER F MONITORING POINT

	PORTER MINE <b>FORCEY COAL, INC.</b> BITUMINOUS SURFACE MINE OPERATION SMP NO. 17080116 SITUATE BIGLER TOWNSHIP, CLEARFIELD COUNTY, PA	
	SCALE: AS SHOWN	DATE: 5/12/23
	<b>MINETECH ENGINEERS INC.</b> ALTOONA, PENNSYLVANIA	



PLAN

scale: 1 inch = 40 feet

# EXHIBIT F-3

Company Name Forcey Coal, Inc.Project P9Site Name Porter**AMD TREAT****AMD TREAT MAIN COST FORM****Costs****AMDTREAT**

<u>Passive Treatment</u>	<u>A</u>	<u>S</u>	
Vertical Flow Pond			\$0
Anoxic Limestone Drain			\$0
Anaerobic Wetlands			\$0
Aerobic Wetlands			\$0
Manganese Removal Bed			\$0
Oxic Limestone Channel			\$0
Limestone Bed			\$0
BIO Reactor			\$0
Passive Subtotal:			\$0
<u>Active Treatment</u>			
Caustic Soda	1	0	\$1,532
Hydrated Lime			\$0
Pebble Quick Lime			\$0
Ammonia			\$0
Oxidants			\$0
Soda Ash			\$0
Active Subtotal:			\$0
<u>Ancillary Cost</u>			
Ponds	2	0	\$1,866
Roads			\$0
Land Access			\$0
Ditching			\$0
Engineering Cost	1	0	\$599
Ancillary Subtotal:			\$2,465
Other Cost (Capital Cost)			\$2,595
Total Capital Cost:			\$6,592
<u>Annual Costs</u>			
Sampling	1	0	\$790
Labor	1	0	\$5,460
Maintenance	1	0	\$210
Pumping			\$0
Chemical Cost	1	0	\$4,780
Oxidant Chem Cost			\$0
Sludge Removal	1	0	\$960
Other Cost (Annual Cost)			\$250
Land Access (Annual Cost)			\$0
Total Annual Cost:			\$12,450
Other Cost	1	0	

**Water Quality**

Design Flow	5.80	gpm
Typical Flow	2.80	gpm
Total Iron	0.05	mg/L
Ferrous Iron	0.00	mg/L
Aluminum	9.10	mg/L
Manganese	12.23	mg/L
pH	4.95	su
Alkalinity	8.17	mg/L
TIC	0.00	mg/L

☐ Calculate Net Acidity☒ Enter Hot Acidity manually

Acidity 57.33 mg/L

Sulfate	1061.67	mg/L
Chloride	0.00	mg/L
Calcium	0.00	mg/L
Magnesium	0.00	mg/L
Sodium	0.00	mg/L
Water Temperature	11.17	C
Specific Conductivity	1702.00	uS/cm
Total Dissolved Solids	0.00	mg/L
Dissolved Oxygen	0.01	mg/L
Typical Acid Loading	0.4	tons/yr

Total Annual Cost: per  
1000 Gal of H2O Treated \$8.453

Company Name Forcey Coal, Inc.

Printed on 05/09/2023

Project P9Site Name Porter

## AMD TREAT CAUSTIC SODA

AMDTREAT

☐ Opening Screen  
Water ParametersCaustic Soda Name P9 Caustic Soda**Influent Water  
Parameters  
that Affect  
Caustic Soda**

Calculated Acidity

65.38 mg/L

Alkalinity

8.17 mg/L☒ Calculate Net  
Acidity  
(Acid-Alkalinity)☒ Enter Net Acidity  
manuallyNet Acidity  
(Hot Acidity)57.33 mg/L

Design Flow

5.80 gpm

Typical Flow

2.80 gpm

Total Iron

0.05 mg/L

Aluminum

9.10 mg/L

Manganese

12.23 mg/L

1. Gallons of Caustic per Year 283.88 gal/yr  
2. Gallons of Caustic per Month 23.65 gal/mo  
3. Gallons of Caustic per Day 0.77 gal/day

☐ 4. Titration?

5. Caustic Titration Volume            gal caustic/gal  
water treated  
6. Purity of Caustic Solution 99.00 purity of 20%  
caustic solution  
7. Mixing Efficiency of  
Caustic Solution 100.00 %  
8. Tank Cost 1145 \$  
9. Tank Volume 500 gal  
10. Delivery Frequency 1 times/yr  
11. Valve Unit Cost 50.00 \$  
12. Number of Valves 2 nbr  
13. Feeder Line Length 20 ft  
14. Feeder Line Unit Cost 0.35 \$/ft  
15. Installation of System  
Unit Cost 35.00 \$/hr  
16. Installation Hours 8 hours

☐ 17. Automatic System?18. PID pH Proportional Control            \$19. pH Probe            \$20. Chemical Metering Pump            \$☐ 21. Water Wheel Dispenser22. Dispenser Cost            \$**Caustic Sub-Totals**

23. Number of Tanks Required 1 nbr  
24. Tank Cost 1,145 \$  
25. Automatic System or Wheel  
Dispenser Cost 0 \$  
26. Cost of Valves 100 \$  
27. Feeder Line Cost 7 \$  
28. Labor Cost 280 \$

29. Total Capital Cost 1,532 \$

Record Number 1 of 1

Company Name Forcey Coal, Inc.

Printed on 05/09/2023

Project P9Site Name Porter

## AMD TREAT PONDS

AMDTREAT

Pond Name P9 system Pond 1

## Pond Design Based On:

☒ Retention Time1. Desired Retention Time  hours☐ 2. Include Sludge Removal?3. Sludge Removal Frequency  times/year☐ 4. Titration?5. Sludge Rate  gal sludge/  
gal H<sub>2</sub>O6. Percent Solids  %7. Sludge Density  lbs /gal☒ Pond Size8. Pond Length at Top of Freeboard  40.000 ft9. Pond Width at Top of Freeboard  24.000 ft

Run Rise

10. Slope Ratio of Pond Sides  2.0 :  111. Freeboard Depth  1.7 ft12. Water Depth  3.0 ft13. Excavation Unit Cost  5.50 \$/yd<sup>3</sup>14. Total Length of Effluent  
/ Influent Pipe  65.00 ft15. Unit Cost of Pipe  10.00 \$/ft

## Liner Cost

☐ No Liner☒ Clay Liner16. Clay Liner Unit Cost  5.00 \$/yd<sup>3</sup>17. Thickness of Clay Liner  1.0 ft☐ Synthetic Liner18. Synthetic Liner Unit Cost  \$/yd<sup>2</sup>☐ 19. Clearing and Grubbing?☐ 20. Land Multiplier  ratio☐ 21. Clear/Grub Acres  acres22. Clear and Grub Unit Cost  \$/acre23. Revegetation Cost  1500.00 \$/acre24. Cost of Baffles  0 \$

## Calculated Pond Dimensions per Pond

25. Length at Top of Freeboard  40 ft26. Width at Top of Freeboard  24 ft27. Freeboard Volume  82 yd<sup>3</sup>28. Water Volume  35 yd<sup>3</sup>29. Estimated Annual Sludge  0 yd<sup>3</sup>/yr30. Volume of Sludge  
per Removal  0 yd<sup>3</sup>/removal31. Excavation Volume  0.02 acre ft32. Excavation Volume  35 yd<sup>3</sup>33. Clear and Grub Area  0.03 acres34. Liner Area  169 yd<sup>2</sup>35. Calculated Retention Time  20 hours

## Ponds Sub-Totals per Pond

36. Excavation Cost  387 \$37. Pipe Cost  650 \$38. Liner Cost  175 \$39. Clearing and Grubbing Cost  0 \$40. Revegetation Cost  16 \$41. Baffle Cost  0 \$42. Estimated Cost  1,229 \$☐ 43. Accept Minimum Pond Cost?The Recommended Minimum Construction  
Cost of Building a Pond is \$ 5,00044. Recommended Minimum Cost  \$45. Total Cost  1,229 \$☐ Opening Screen  
Water ParametersInfluent Water  
Parameters  
that Affect  
PondsCalculated Acidity  
 65.38 mg/LAlkalinity  
 8.17 mg/L☒ Calculate Net  
Acidity  
(Acid-Alkalinity)☒ Enter Net Acidity  
manuallyNet Acidity  
(Hot Acidity)  
 57.33 mg/L

## Design Flow

 5.80 gpmTypical Flow  
 2.80 gpmTotal Iron  
 0.05 mg/LAluminum  
 9.10 mg/LManganese  
 12.23 mg/LRecord Number  
1 of 2

Company Name Forcey Coal, Inc.

Printed on 05/09/2023

Project P9Site Name Porter

## AMD TREAT PONDS

AMDTREAT

Pond Name P9 System Pond 2**Pond Design Based On:**☒ Retention Time1. Desired Retention Time  hours☐ 2. Include Sludge Removal?3. Sludge Removal Frequency  times/year☐ 4. Titration?5. Sludge Rate  gal sludge/  
gal H<sub>2</sub>O6. Percent Solids  %7. Sludge Density  lbs./gal☒ Pond Size8. Pond Length at Top of Freeboard  34.000 ft9. Pond Width at Top of Freeboard  24.000 ft

Run Rise

10. Slope Ratio of Pond Sides  2.0 :  111. Freeboard Depth  1.7 ft12. Water Depth  3.0 ft13. Excavation Unit Cost  5.50 \$/yd<sup>3</sup>14. Total Length of Effluent  
/ Influent Pipe  15.00 ft15. Unit Cost of Pipe  10.00 \$/ft

Liner Cost

☐ No Liner☒ Clay Liner16. Clay Liner Unit Cost  5.00 \$/yd<sup>3</sup>17. Thickness of Clay Liner  1.0 ft☐ Synthetic Liner18. Synthetic Liner Unit Cost  \$/yd<sup>2</sup>☐ 19. Clearing and Grubbing?☐ 20. Land Multiplier  ratio☐ 21. Clear/Grub Acres  acres22. Clear and Grub Unit Cost  \$/acre23. Revegetation Cost  1500.00 \$/acre24. Cost of Baffles  0 \$**Calculated Pond Dimensions per Pond**25. Length at Top of Freeboard  34 ft26. Width at Top of Freeboard  24 ft27. Freeboard Volume  67 yd<sup>3</sup>28. Water Volume  27 yd<sup>3</sup>29. Estimated Annual Sludge  0 yd<sup>3</sup>/yr30. Volume of Sludge  
per Removal  0 yd<sup>3</sup>/removal31. Excavation Volume  0.01 acre ft32. Excavation Volume  27 yd<sup>3</sup>33. Clear and Grub Area  0.02 acres34. Liner Area  150 yd<sup>2</sup>35. Calculated Retention Time  16 hours**Ponds Sub-Totals per Pond**36. Excavation Cost  320 \$37. Pipe Cost  150 \$38. Liner Cost  152 \$39. Clearing and Grubbing Cost  0 \$40. Revegetation Cost  14 \$41. Baffle Cost  0 \$42. Estimated Cost  637 \$☐ 43. Accept Minimum Pond Cost?The Recommended Minimum Construction  
Cost of Building a Pond is \$ 5,00044. Recommended Minimum Cost  \$45. Total Cost  637 \$☐ Opening Screen  
Water Parameters**Influent Water  
Parameters  
that Affect  
Ponds**Calculated Acidity  
 65.38 mg/LAlkalinity  
 8.17 mg/L☒ Calculate Net  
Acidity  
(Acid-Alkalinity)☒ Enter Net Acidity  
manuallyNet Acidity  
(Hot Acidity)  
 57.33 mg/L

Design Flow

 5.80 gpm

Typical Flow

 2.80 gpm

Total Iron

 0.05 mg/L

Aluminum

 9.10 mg/L

Manganese

 12.23 mg/LRecord Number  
2 of 2

Company Name Forcey Coal, Inc.

Printed on 05/09/2023

Project P9

Site Name Porter

**AMD TREAT  
ENGINEERING COST**



1. Capital Cost *	5,993	\$
2. Per Cent of Capital Cost	10.00	%
3. Actual Engineering Cost		\$
4. Total Engineering Cost	599	\$

**\* Total Capital Cost minus Engineering and  
Land Access Capital Cost**

Company Name Forcey Coal, Inc.

Printed on 05/09/2023

Project P9

Site Name Porter



AMDTREAT

## AMD TREAT

### SAMPLING

Sampling Name P9

#### Estimate Sampling Cost

1. Unit Labor Cost 35.00 \$/hr

2. Collection Time per Sample 0.17 hours/sample

3. Travel Time 0.00 hr

4. Sample Frequency 1.67 samples/mo

5. Lab Cost Per Sample 33.50 \$/sample

6. Number of Sample Points 1 points

#### Enter Established Annual Sampling Cost

7. Actual Annual Sampling Cost            \$

#### Sampling Sub-Totals

8. Yearly Sample Analysis Cost 671 \$

9. Yearly Travel Cost 0 \$

10. Yearly Collection Cost 119 \$

11. Sampling Cost 790 \$

Record Number 1 of 1



Company Name Forcey Coal, Inc.

Printed on 05/09/2023

Project P9

Site Name Porter



AMDTREAT

## AMD TREAT

### LABOR

Labor Name P9 Inspection

#### Estimate Labor Cost

1. Site Visits per Week
2. Site Labor Time per Visit  hours
3. Travel Time per Visit  hours
4. Unit Labor Cost  \$/hour

#### Enter Established Annual Labor Cost

5. Actual Annual Labor Cost  \$

6. Total Cost  \$

Record Number 1 of 1

Company Name Forcey Coal, Inc.

Project P9

Site Name Porter

Printed on 05/09/2023



AMDTREAT

## AMD TREAT

### MAINTENANCE

#### Estimate Maintenance Cost

- |                                  |                                   |   |
|----------------------------------|-----------------------------------|---|
| 1. Percent of Active Cost        | <input type="text" value="3.50"/> | % |
| 2. Percent of Passive Cost       | <input type="text" value="3.50"/> | % |
| 3. Percent of Ancillary Cost *   | <input type="text" value="3.50"/> | % |
| 4. Percent of Other Capital Cost | <input type="text" value="3.50"/> | % |

#### Enter Established Annual Maintenance Cost

5. Annual Maintenance Cost  \$

#### Maintenance Sub-Totals

- |   |                                 |    |
|---|---------------------------------|----|
| 6 Total Maintenance Active Cost         | <input type="text" value="54"/> | \$ |
| 7. Total Maintenance Passive Cost       | <input type="text" value="0"/>  | \$ |
| 8. Total Maintenance Ancillary Cost     | <input type="text" value="65"/> | \$ |
| 9. Total Maintenance Other Capital Cost | <input type="text" value="90"/> | \$ |

10. Total Maintenance Cost  \$

\* Ancillary Cost does not include Cost for  
Land Access and Engineering Cost



## AMD TREAT CHEMICAL COST

AMD TREAT

Chemical Cost Name: P9 Caustic Soda

☒ Opening Screen  
☒ Water Parameters

### Influent Water Parameters that Affect Chemical Cost

Calculated Acidity 65.38 mg/L  
Alkalinity 8.17 mg/L

Calculate Net Acidity (Acid-Alkalinity)  
Enter Net Acidity manually  
Net Acidity (Hot Acidity) 57.33 mg/L

Design Flow 5.80 gpm  
Typical Flow 2.80 gpm  
Total Iron 0.05 mg/L  
Aluminum 9.10 mg/L  
Manganese 12.23 mg/L

Record Number  
1 of 1

☒ A. Hydrated Lime ?

☒ 1 Titration?

2. Hydrated Lime Titration Amount            lbs of hydrated lime / gal of H2O  
3. Hydrated Lime Purity            %  
4. Mixing Efficiency of Hydrated Lime            %  
5. Hydrated Lime Unit Cost            \$/lb

☒ B. Pebble Quick Lime ?

☒ 6. Titration?

7. Pebble Lime Titration Amount            lbs of Pebble Lime / gal of H2O  
8. Pebble Lime Purity            %  
9. Mixing Efficiency of Pebble Lime            %

☐ Delivered in Bags

10. Pebble Lime Bag Unit Cost            \$/lb  
Bulk Delivery ☐  
11. Pebble Lime Bulk Unit Cost            \$/lb

☒ C. Caustic Soda ?

☒ 12. Titration?

13. Caustic Titration Amount            gal of caustic / gal H2O  
14. Caustic Purity            purity of 20% caustic solution  
15. Mixing Efficiency of Caustic            %

☐ Non-Bulk Delivery

16. Caustic Non-Bulk Unit Cost            \$/gal  
Bulk Delivery ☐  
17. Caustic Bulk Unit Cost            \$/gal

☐ 18. Flocculents?

19. Flocculent Consumption            gal/hr  
20. Flocculent Unit Cost            \$/gal

☒ E. Anhydrous Ammonia ?

☐ 21. Titration?

22. Ammonia Titration Amount            lbs of ammonia / gal H2O  
23. Ammonia Purity            %  
24. Mixing Efficiency of Ammonia            %

☐ Non-Bulk Delivery

25. Ammonia Non-Bulk Unit Cost            \$/lb

☐ Bulk Delivery

26. Ammonia Bulk Unit Cost            \$/lb

☒ F. Soda Ash ?

☐ 27. Titration?

28. Soda Ash Titration Amount            lbs of soda ash / gal of H2O  
29. Soda Ash Purity            %  
30. Mixing Efficiency of Soda Ash            %  
31. Soda Ash Unit Cost            \$/lb

☒ G. Known Chemical Cost ?

32. Known Annual Chemical Cost            \$ 4,780

### Chemical Cost Sub-Totals

	Annual Amount of Chemicals Consumed
33. Total Hydrated Lime Cost	<u>0</u> lbs
34. Total Pebble Lime Cost	<u>0</u> lbs
35. Total Caustic Soda Cost	<u>0</u> gals
36. Total Anhydrous Ammonia Cost	<u>0</u> lbs
37. Total Soda Ash Cost	<u>0</u> lbs
38. Total Known Chemical Cost	<u>4,780</u> \$
39. Total Flocculent Cost	<u>0</u> \$

40. Selected Chemical: **KNOWN CHEMICAL COST**  
Annual Chemical Cost            \$ 4,780

Company Name Forcey Coal, Inc.

Project P9

Site Name Porter



**AMDTREAT**

## AMD TREAT

### SLUDGE REMOVAL

☐ Opening Screen  
Water Parameters

Influent Water  
Parameters  
that Affect  
Sludge Removal

Calculated Acidity  
 mg/L

Alkalinity  
 mg/L

☐ Calculate Net  
Acidity  
(Acid-Alkalinity)

☒ Enter Net Acidity  
manually  
Net Acidity  
(Hot Acidity)  
 mg/L

Design Flow

gpm

Typical Flow

gpm

Total Iron

mg/L

Aluminum

mg/L

Manganese  
 mg/L

Sludge Removal Name  Pump to boreholes twice/yr. 8 hr labor (\$35/hr)

1. Select One Selection for Method  
of Removing Sludge

☒ Sludge Removal by \$ per Gallon

2. Sludge Removal Unit Cost  \$/gal

☒ Sludge Removal by Vacuum Truck

3. Vacuum Truck Unit Cost  \$/hr

4. Mobilization Cost  \$

5. Hours to be Used  hr

☒ Sludge Removal by Mechanical Excavation

6. Mechanical Excavation Unit Rate  \$/hr

7. Mobilization Cost  \$

8. Hours to be Used  hr

☒ Sludge Removal by Lagoon Cleaner

9. Lagoon Cleaning Unit Rate  \$/hr

10. Mobilization Cost  \$

11. Hours to be Used  hr

☒ Actual Sludge Removal Cost

12. Actual Sludge Removal Cost  \$

13. Off Site Disposal Cost  \$

Record Number 1 of 1

### Concentrations from Main Water Quality Screen

14. Iron Concentration  mg/L

15. Manganese Concentration  mg/L

16. Aluminum Concentration  mg/L

17. Total Miscellaneous Concentration  mg/L

18. Percent Solids  %

19. Sludge Density  lbs/gal

☐ 20. Titration?

21. Gal. of Sludge per Gal of Water Treated  gal

22. Estimated Sludge Volume  yd3/yr

### Cost for Sludge Removal Types

23. Removal by \$ per Gallon  \$

24. Removal by Vacuum Truck  \$

25. Removal by Mechanical Excavation  \$

26. Removal by Lagoon Cleaner  \$

27. Actual Sludge Removal Cost  \$

### Sludge Removal Sub-Totals

28. Currently Selected Removal Cost  
Plus Off Site Disposal Cost  \$

Company Name Forcey Coal, Inc.Project P9Site Name Porter

## AMD TREAT OTHER COST

AMDTREAT

Other Cost Name P9 system

A. Description of Item	B. Unit Cost Per Item	C. Quantity	D. Total Item Cost	E. Capital Cost Annual Cost
1. Shed	1,500.00	1	1,500	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
2. Caustic Flush Tank	795.00	1	795	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
3. Plug Well 1 - 6" D borehole, 1 cu yd conc	150.00	1	150	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
4. Plug Well 2 - 6" D borehole, 1 cu yd conc	150.00	1	150	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
5. Snow Plowing	250.00	1	250	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
6.	0.00	0	0	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
7.	0.00	0	0	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
8.	0.00	0	0	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
9.	0.00	0	0	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
10.	0.00	0	0	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
11.	0.00	0	0	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
12.	0.00	0	0	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
13.	0.00	0	0	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
14.	0.00	0	0	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost
15.	0.00	0	0	<input checked="" type="radio"/> Capital Cost <input type="radio"/> Annual Cost

Record Number

1 of 1

Current Capital Cost 2,595 \$Current Annual Cost 250 \$Total Capital Cost 2,595 \$Total Annual Cost 250 \$

# EXHIBIT F-4

Company Name Forcey Coal, Inc.Project P9Site Name Porter

EXHIBIT F-4



## AMD TREAT RECAPITALIZATION COST

AMD TREAT

Calculation Period 75 yrs Inflation Rate 3.10 %Net Return Rate 8.43 %Recapitalization Name Trust Fund @ 8.43%

A.	B	C	D	E	F	G
Description of Item	Unit Cost Per Item	Quantity	Total Item Cost	Life Cycle	Number of Periods	Total PV
1. Shed	1,500	1	1,500	30	2	404
2. Caustic Flush Tank	795	1	795	15	5	688
3. Caustic Valve	100	1	100	5	15	341
4. Caustic Tank	1,145	1	1,145	30	2	308
5.	0	0	0	0	0	0
6.	0	0	0	0	0	0
7.	0	0	0	0	0	0
8.	0	0	0	0	0	0
9.	0	0	0	0	0	0
10.	0	0	0	0	0	0
11.	0	0	0	0	0	0
12.	0	0	0	0	0	0
13.	0	0	0	0	0	0
14.	0	0	0	0	0	0
15.	0	0	0	0	0	0
16.	0	0	0	0	0	0
17.	0	0	0	0	0	0
18.	0	0	0	0	0	0
19.	0	0	0	0	0	0
20.	0	0	0	0	0	0

Total Capital Cost 3,540 \$ PV Grand Total 1,740 \$



Project P9Site Name Porter

Life of Trust Fund	75	yr
Inflation Rate	3.10	%
Return Rate	8.43	%

## AMD TREAT RECAPITIALIZATION COST



AMD TREAT

Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule	Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule
	1,740	1,740	Initial Fund Amount				
1	1,886	1,886	0	51	12,741	12,741	0
2	2,045	2,045	0	52	13,815	13,815	0
3	2,218	2,218	0	53	14,979	14,979	0
4	2,405	2,405	0	54	16,242	16,242	0
5	2,607	2,491	116	55	17,611	17,075	536
6	2,701	2,701	0	56	18,515	18,515	0
7	2,929	2,929	0	57	20,076	20,076	0
8	3,176	3,176	0	58	21,768	21,768	0
9	3,443	3,443	0	59	23,603	23,603	0
10	3,734	3,598	135	60	25,593	3,486	22,106
11	3,901	3,901	0	61	3,780	3,780	0
12	4,230	4,230	0	62	4,099	4,099	0
13	4,587	4,587	0	63	4,444	4,444	0
14	4,974	4,974	0	64	4,819	4,819	0
15	5,393	3,978	1,414	65	5,225	4,498	727
16	4,314	4,314	0	66	4,877	4,877	0
17	4,677	4,677	0	67	5,288	5,288	0
18	5,072	5,072	0	68	5,734	5,734	0
19	5,499	5,499	0	69	6,218	6,218	0
20	5,963	5,779	184	70	6,742	5,894	847
21	6,266	6,266	0	71	6,391	6,391	0
22	6,794	6,794	0	72	6,930	6,930	0
23	7,367	7,367	0	73	7,514	7,514	0
24	7,988	7,988	0	74	8,148	8,148	0
25	8,662	8,447	214	75	8,835	0	8,835
26	9,159	9,159	0	76	0	0	0
27	9,931	9,931	0	77	0	0	0
28	10,769	10,769	0	78	0	0	0
29	11,676	11,676	0	79	0	0	0
30	12,661	3,814	8,846	80	0	0	0
31	4,136	4,136	0	81	0	0	0
32	4,485	4,485	0	82	0	0	0
33	4,863	4,863	0	83	0	0	0
34	5,273	5,273	0	84	0	0	0
35	5,717	5,426	291	85	0	0	0
36	5,884	5,884	0	86	0	0	0
37	6,380	6,380	0	87	0	0	0
38	6,918	6,918	0	88	0	0	0
39	7,501	7,501	0	89	0	0	0
40	8,133	7,794	339	90	0	0	0
41	8,451	8,451	0	91	0	0	0
42	9,164	9,164	0	92	0	0	0
43	9,936	9,936	0	93	0	0	0
44	10,774	10,774	0	94	0	0	0
45	11,682	8,146	3,535	95	0	0	0
46	8,833	8,833	0	96	0	0	0
47	9,578	9,578	0	97	0	0	0
48	10,385	10,385	0	98	0	0	0
49	11,261	11,261	0	99	0	0	0
50	12,210	11,750	460	100	0	0	0

# EXHIBIT F-5

## TREATMENT BOND/TRUST CALCULATOR

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

Prepared For: **Forcey Coal, Inc. - Porter**  
 Treatment System(s) ID: **P-9**

Date (mm/dd/yy): **5/9/2023**

Inflation Rate:	<b>3.1%</b>
Yrs to Treat start:	<b>0</b>
Annual Treatment Cost:	<b>\$12,450.00</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>1</b> years

Options	O&M only	Total with Recap	Total with Recap & Insurance	
option #1				
conventional bond:	<b>\$455,454.92</b>	<b>\$459,634.62</b>	<b>\$479,222.26</b>	bond in year
bond adjustment:	<b>\$455,454.92</b>	<b>\$459,634.62</b>	<b>\$479,222.26</b>	<b>2</b>
option #2				
fully funded trust:	<b>\$285,398.85</b>	<b>\$287,138.85</b>	<b>\$293,721.10</b>	trust in year 1

PV of Recap (todays \$\$) @ <b>8.43%</b> Eff RoR & <b>3.1%</b> Inf:	<b>\$1,740.00</b> for trust in year 1	
PV of Recap (todays \$\$) @ <b>6.00%</b> Eff RoR & <b>3.1%</b> Inf:	<b>\$3,588.00</b> for bond in year 1	<b>\$4,179.71</b> for bond in year <b>2</b>

Liability Insurance Factor @ <b>\$1.00</b> per year, per \$1000 in the total PV of the Trust:	<b>\$287.14</b> per year	PV Insurance: <b>\$6,582.26</b>
Liability Insurance Factor @ <b>\$1.00</b> per year, per \$1000 in total Bond:	<b>\$459.63</b> per year	PV Insurance: <b>\$16,814.69</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

# EXHIBIT G

## TREATMENT BOND/TRUST CALCULATOR

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

Prepared For: **Forcey Coal, Inc. Trust Fund**  
 Treatment System(s) ID: **D7, D14, P4, P9**

Date (mm/dd/yy): **5/12/2023**

Inflation Rate:	<b>3.1%</b>
Yrs to Treat start:	<b>0</b>
Annual Treatment Cost:	<b>\$19,098.00</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>1</b> years

Options	O&M only	Total with Recap	Total with Recap & Insurance	
option #1				
conventional bond:	<b>\$698,656.87</b>	<b>\$802,359.71</b>	<b>\$836,552.81</b>	bond in year
bond adjustment:	<b>\$698,656.87</b>	<b>\$802,359.71</b>	<b>\$836,552.81</b>	<b>2</b>
option #2				
fully funded trust:	<b>\$437,794.96</b>	<b>\$486,816.96</b>	<b>\$497,976.55</b>	trust in year 1

PV of Recap (today's \$\$) @ <b>8.43%</b> Eff RoR & <b>3.1%</b> Inf:	<b>\$49,022.00</b> for trust in year 1	
PV of Recap (today's \$\$) @ <b>6.00%</b> Eff RoR & <b>3.1%</b> Inf:	<b>\$89,022.00</b> for bond in year 1	<b>\$103,702.85</b> for bond in year <b>2</b>

Liability Insurance Factor @ <b>\$1.00</b> per year, per \$1000 in the total PV of the Trust:	<b>\$486.82</b> per year	PV Insurance: <b>\$11,159.60</b>
Liability Insurance Factor @ <b>\$1.00</b> per year, per \$1000 in total Bond:	<b>\$802.36</b> per year	PV Insurance: <b>\$29,352.50</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

# EXHIBIT H

**PARTICIPATION AGREEMENT**  
**FOR THE CLEANS STREAMS FOUNDATION, INC. TRUST**

This Participation Agreement ("Participation Agreement") entered into this 27<sup>th</sup> day of April, 2023, by and between FORCEY COAL, INC., a Pennsylvania corporation, with its principal place of business at 475 Banion Road, Madera, Pennsylvania 16661 ("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; and a mailing address of 180 North Mill Street, Lexington, Kentucky 40507.

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 Forcey Coal” (“Sub-Account,” also referred to as the “Forcey Water Treatment Trust”).

§2.3 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 December 7, 2023, which is attached hereto as Exhibit “A” (hereinafter the “DEP Agreement”).

§2.4 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.

§2.5 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: Forcey Coal, Inc.  
475 Banion Road  
Madera, PA 16661

Trustee: Clean Streams Foundation, Inc.  
c/o Dean K. Hunt, Administrator  
180 N. Mill Street  
Lexington, Kentucky 40507

Beneficiary: Pennsylvania Department of Environmental Protection  
Director, Bureau of Mining and Reclamation  
Fifth Floor, Rachel Carson Building  
400 Market Street  
Harrisburg, PA 17105-8461

§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:**

FORCEY COAL, INC.

By David D. Forcey  
Its President

**TRUSTEE:**

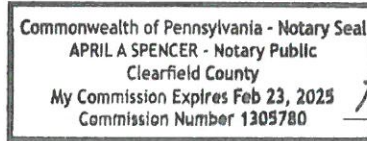
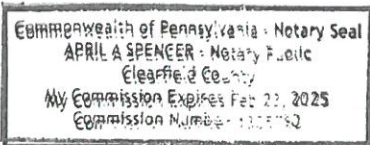
THE CLEAN STREAMS FOUNDATION, INC.

By [Signature]  
Its Administrator

COMMONWEALTH OF PENNSYLVANIA,  
COUNTY OF Clearfield, to-wit:

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of April, 2023, by David Forcey, the president of FORCEY COAL, INC.

My commission expires Feb 23, 2025.

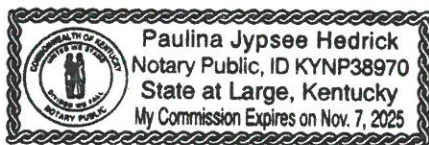


[Signature]  
Notary Public

COMMONWEALTH OF KENTUCKY,  
COUNTY OF FAYETTE, to-wit:

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of April, 2023, by Dean K. Hunt, the Administrator of the CLEAN STREAMS FOUNDATION, INC.

My commission expires Nov. 7, 2025.




[Signature]  
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, Forcey Coal, Inc., and the Department dated April 27, 2023 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**

# EXHIBIT I

EXHIBIT I

**BILL OF SALE AND LICENSE AGREEMENT**

This Bill of Sale and License Agreement is entered into this 11th day of December, 2023, by and between **Forcey Coal, Inc.** with a mailing address of 475 Banion Rd., Madera, PA 16661 ("Forcey Coal" or "Transferor") and **the Clean Streams Foundation, Inc.** with a mailing address of 180 North Mill Street, Lexington, Kentucky 40507, as Trustee ("Trustee") of the Forcey Water Treatment Trust ("Forcey Coal Trust").

**Whereas**, Forcey Coal has entered into a Post-Mining Treatment Trust Consent Order and Agreement ("2009 Trust COA") dated August 18, 2009, a First Amendment to the 2009 Trust COA dated December 4, 2014, and a Second Amendment to the 2009 Trust COA dated December 7, 2023 with the Commonwealth of Pennsylvania, Department of Environmental Protection (the "Department");

**Whereas**, Forcey Coal has entered into a Participation Agreement for the Clean Streams Foundation, Inc. Trust dated April 27, 2023 with the Clean Streams Foundation, Inc. which established the Forcey Coal Trust; and

**Whereas**, the Department requires Transferor to immediately transfer the water treatment equipment, appurtenances, and facilities to the Trustee to facilitate continued treatment of water and protection of the environment in the event Forcey Coal 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 Clean Streams Foundation, Inc., as Trustee of the Forcey Coal Trust, all of its right, title and interest to the equipment, appurtenances, facilities, and other personal property (the "Personal Property") comprising the Delarme Mine D-14 and D-7 Treatment Systems and the Porter Operation P-4 and P-9 Treatment Systems described in Paragraphs S-12, S-23, T-10 and T-22 of the Second COA Amendment, 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 the Trustee hereby free and clear of all liens and encumbrances.

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 law provisions thereof.

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

EXHIBIT I

**TRANSFEROR:**

Forcey Coal, Inc.

David D. Forcey  
(signature)

Witness:

By: David D. Forcey

Deane F. Forcey

Its: President

**TRUSTEE:**

The Clean Streams Foundation, Inc.

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

Witness:

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

\_\_\_\_\_

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

**EXHIBIT I**

**TRANSFEROR:**

Forcey Coal, Inc.

Witness:

\_\_\_\_\_

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

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

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

**TRUSTEE:**

The Clean Streams Foundation, Inc.

Witness:

Loo Marie Hunt

  
(signature)

By: Dean Hunt

Its: Administrator

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

**List of equipment and appurtenances to treat D-14 Discharge**

- Limestone Bed
- 125 feet of 6-inch perforated pipe and 6-inch Schedule 40 PVC underdrain pipe and fittings

**List of equipment and appurtenances to treat D-7 Discharge**

- Limestone Bed
- 125 feet of 6-inch PVC pipe and fittings
- 6-inch Valterra Valve

**List of equipment and appurtenances to treat P-4 Discharge**

- Weir
- Wetland Outlet Pipe

**List of equipment and appurtenances to treat P-9 Discharge**

- 500-gallon plastic Caustic Storage Tank with valves and 1/2-inch feeder line.
- 55-gallon Caustic Flush Tank.
- Shed that houses Caustic Flush Tank.
- Caustic Inlet between Caustic Storage Tank and Caustic Flush Tank. Includes gate valve and check valve.
- 30 feet of 3-inch PVC piping for raw water collection. 20 feet of 1/2-inch PVC caustic feed line. 40 feet of 6-inch flexible corrugated plastic pipe between caustic flush tank and Treatment Pond 1. 40 feet of 4-inch PVC piping between Treatment Pond 1 and Treatment Pond 2 (25 feet) and for final outlet (15 feet).