

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

In the Matter of:

	:	Addition of:
	:	
Robindale Energy Services, Inc.	:	Charles Refuse Reprocessing
224 Grange Hall Road	:	SMP No. 32040202
P. O. Box 228	:	
Armagh, PA 15920-0228	:	Alternative Financial Assurance Mechanism

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

This Second Amendment to the Post-Mining Treatment Trust Consent Order and Agreement entered into this 18<sup>th</sup> day of June, 2018 ("Second COA Amendment"), amends the Post-Mining Treatment Trust Consent Order and Agreement dated November 19, 2014 between the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department"), and Robindale Energy Services, Inc. ("Robindale").

The Department has found and determined the following:

A. On November 19, 2014, the Department and Robindale entered into a Post-Mining Treatment Trust Consent Order and Agreement ("2014 COA"). Under the terms of the 2014 COA, Robindale agreed to establish a post-mining treatment trust with First National Trust Company to provide for the long-term treatment of post-mining water discharges from the following six mine sites operated by Robindale: RNS #24 Coal Refuse Disposal Area, RNS Lancashire #25, RES Dilltown Coal Refuse Disposal Area, RES Dilltown Prep Plant, RES Marmon Coal Refuse Disposal Area, and Penn Pocahontas Coal Refuse Disposal Area. A copy of the first page of the 2014 COA is attached as Exhibit Q, and the document in its entirety is maintained in the Department's Cambria District Mining Office and posted on the Department's

website.

B. On November 19, 2014, the Department, Robindale, and First National Trust Company signed a Post-Mining Discharge Treatment Trust Agreement (“2014 Trust Agreement”) which established a post-mining treatment trust with First National Trust Company (“Trustee”) known as the Robindale Global Treatment Trust (“Global Trust”). A copy of the 2014 Trust Agreement is attached to the 2014 COA as Exhibit F.

C. On August 15, 2016, the Department and Robindale executed a First Amendment to Post-Mining Treatment Trust Consent Order and Agreement (“First COA Amendment”) and First Amendment to the Post-Mining Treatment Trust Agreement (“First Trust Amendment”) to add the Dudley Mine Site, SMP No. 05090101, and the discharges associated with that site to the 2014 COA and to the Global Trust. A copy of the first page of the First COA Amendment is attached as Exhibit R, and the document in its entirety is maintained in the Department’s Cambria District Mining Office and posted on the Department’s website.

D. Robindale is the permittee of the Charles Refuse Reprocessing Site, SMP No. 32040202 (“Charles Refuse Site”) located in East Wheatfield Township, Indiana County, which is associated with a post-mining discharge liability. The Charles Refuse Site is not a subject of the 2014 COA, the 2014 Trust Agreement, the First COA Amendment, or the First Trust Amendment.

E. The 2014 COA is being amended to add the Charles Refuse Site and the discharges associated with that site as well as amend certain provisions of the prior agreement. In addition, the First COA Amendment is being amended to include revised AMD Treat Recapitalization Cost sheets for the new passive treatment system constructed at the Dudley Mine Site.

**Charles Refuse Reprocessing Site (SMP No. 32040202)**

F. The original mining permit for the Charles Refuse Site was issued to Robindale as a Refuse Reprocessing Permit on June 23, 2005, and it was most recently renewed as a Surface

Mining Permit on April 12, 2016.

- G. The Charles Refuse Site is currently active with an area open for refuse removal.
- H. The reclamation bonds currently posted for the Charles Refuse Site are:

PERMIT NO.	BOND TYPE	FINANCIAL GUARANTOR	BOND INSTRUMENT NO.	BOND STATUS	BOND AMOUNT
32040202	Surety	Rockwood Casualty Insurance Company	ISM-2180	Active	\$96,342.00
32040202	Surety	Rockwood Casualty Insurance Company	ISM-2845	Active	\$14,279.00
32040202	Surety	Rockwood Casualty Insurance Company	ISM-3339	Active	\$14,827.00

**Post-Mining Discharges**

I. The Charles Refuse Site has an underdrain discharge identified as P3 which is located at the base of the refuse pile. Robindale is currently collecting the discharge and routing the flow to a treatment facility. The treated effluent is discharged to the Conemaugh River.

J. A topographic map depicting the location of the P3 discharge is attached as Exhibit S. The latitude and longitude coordinates for P3 are as follows: latitude 40° 25' 13" and longitude -79° 00' 39".

K. The raw water quality of the P3 discharge, as compiled by the Department for the period from 8/21/2006 through 1/24/2017 is set forth in Exhibit T.

L. The current effluent limits applicable to the P3 discharge, as set forth in NPDES Permit No. PA 0249670, are as follows:

**Effluent Limits for P3 Discharge:**

Parameter	30-Day Average	Daily Maximum	Instantaneous Maximum
Iron (total)	1.5 mg/l	3.0 mg/l	3.7 mg/l
Manganese (total)	1.0 mg/l	2.0 mg/l	2.5 mg/l

Aluminum (total)	0.75 mg/l	0.75 mg/l	0.75 mg/l
Suspended solids	35 mg/l	70 mg/l	90 mg/l
pH <sup>1</sup>		greater than 6.0; less than 9.0	
Alkalinity greater than acidity <sup>1</sup>			
Osmotic Pressure: monitor and report			

M. The NPDES Permit, No. PA0249670, for the Charles Refuse Site contains Outfall 003 for the mine drainage treatment facility which is used to treat the P3 discharge. The Permit was issued on April 12, 2016 and expires on June 23, 2020. 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.

N. Robindale constructed an active chemical treatment system in 2017 to treat the P3 discharge (“Charles Refuse Treatment System”). The P3 discharge is diverted to a holding pond and treated with hydrated lime in both a mixing tank and a reaction tank. Flocculent is then added to the treated water which is pumped over to the sludge-bag pad. The clarified water passes through the sludge bag and the decanted clear water is diverted to the final polishing ponds. The treated effluent discharges to the Conemaugh River via NPDES Outfall 003. The Charles Refuse Treatment System is depicted on the diagram attached as Exhibit U.

O. The Charles Refuse Treatment System is situated on land owned by Robindale. Robindale has executed a Consent to Right of Entry form which grants the Department and the Trustee access to the Treatment System. A copy of the executed Consent to Right of Entry form is attached as Exhibit V.

**Dudley Mine (SMP No. 05090101)**

P. The Dudley Mine Surface Mining Permit and the associated acid mine drainage seeps known as SP3, SP15, and SP59 were included in the First COA Amendment and were added to the Global Trust pursuant to the First Trust Amendment.

Q. A new passive treatment system was constructed at the Dudley Mine Site in the Fall of 2016 to more adequately treat seeps SP3, SP15, and SP59 (“Dudley Mine Treatment System”). This new system consists of twelve newly constructed ponds which are shown on the diagram attached as Exhibit W. An additional seep zone known as the Pond 4 seeps has developed and is being monitored. This new seep zone (as shown in Exhibit W) shall fall under this Second COA Amendment. Additional treatment for the Pond 4 seeps may be required in the future in order to meet effluent limits.

**Post-Mining Treatment Trust**

R. Robindale agrees it has the legal responsibility pursuant to, *inter alia*, the Surface Mining Act and the Clean Streams Law, to properly treat or abate the discharges as identified in Paragraphs I and Q above.

S. Concurrently with the execution and delivery of this Second COA Amendment, Robindale is willing to execute and deliver the Second Amendment to the 2014 Post-Mining Treatment Trust Agreement 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 Charles Refuse Site and secure the release of reclamation bonds upon completion of all other reclamation requirements and bond release requirements and upon full funding of the Global Trust. A copy of the Second Amendment to the 2014 Post-Mining Treatment Trust Agreement is attached as Exhibit X.

T. In order to calculate the amount necessary to fully fund the Global Trust as a result of the addition of the Charles Refuse Site and changes made to the Dudley Mine Treatment System, the Department and Robindale have agreed to use actual operation and maintenance costs from past operations of the Charles Refuse Treatment System and/or AMDTreat cost estimates where insufficient operation and maintenance cost data exists. The addition of passive ponds to the

Dudley Mine Treatment System did not change the original calculation of the annual treatment costs set forth in the First COA Amendment. A summary of current annual operation and maintenance costs for the Charles Refuse Treatment System is as follows:

**Table of Current Annual Operation and Maintenance Costs for the Charles Refuse Treatment System**

CATEGORY	SAMPLING	LABOR	MAINTENANCE	PUMPING AND OTHER	CHEMICAL	SLUDGE REMOVAL
Rate	(\$35/sample)	(\$35/hr.)	(3.5% of total)			
Annual Cost	\$1,182	\$9,100	\$3,327	\$11,020	\$51,050	\$22,700

Based on actual operation and maintenance costs from year 2017 and AMDTreat cost estimates, the current annual cost of operating and maintaining the Charles Refuse Treatment System is \$98,379.00. The AMDTreat cost estimates for the Charles Refuse Treatment System are attached as Exhibit Y.

U. In order to calculate the amount necessary to fully fund the portion of the Global Trust that addresses the Charles Refuse Site and the Dudley Mine Site, the Department and Robindale have agreed to use recapitalization and demolition cost data generated by the Department's AMDTreat software tool. According to the AMDTreat software tool, the present value of recapitalization costs for the Charles Refuse Treatment System is \$86,551.00. The AMDTreat Recapitalization Cost schedule for the Charles Refuse Treatment System is attached as Exhibit Z. According to the AMDTreat software tool, the present value of recapitalization costs for the new Dudley Mine passive treatment system is \$82,359.00. The AMDTreat Recapitalization Cost schedule for the Dudley Mine Treatment System is attached as Exhibit AA. The combined recapitalization cost for both treatment systems is \$168,910.00.

V. The parties agree that the present value of a trust to cover treatment liability at the

Charles Refuse and Dudley Mine sites is \$2,479,680.42. This sum constitutes the current present value of the estimated future operation and maintenance costs for the Charles Refuse Treatment System in the amount of \$2,255,201.07; the current present value of the estimated future recapitalization costs for both the Charles Refuse and the Dudley Mine Treatment Systems in the amount of \$168,910.00; and the current present value of the liability insurance costs in the amount of \$55,569.35.

W The parties agree that the present value of a fully funded Global Trust after including the discharges covered by this Second Amendment is \$5,745,513.18. The parties have agreed to modify the amended Global Trust payment schedule that is set forth in Exhibit P to the 2016 First COA Amendment in order to cover these additional trust costs.

### **ORDER**

After full and complete negotiation of all matters set forth in this Second 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 Robindale as follows:

1. This Second Amendment 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 Subsidence Act, 52 P.S. § 1409.9; and Section 1917-A of the Administrative Code, 71 P.S. § 510-17. The failure of Robindale to comply with any term or condition of this Second Amendment shall subject Robindale to all penalties and remedies provided by those statutes for failing to comply with an order of the Department.

2. Paragraph 2 of the 2014 COA is revised as follows:

2. Findings

a. Robindale agrees that the findings in Paragraphs A through CG of the 2014 COA, Paragraphs A through S of the First Amendment, and Paragraphs A through W of this Second Amendment are true and correct, and in any matter or proceeding involving Robindale and the Department, Robindale shall not challenge the accuracy or validity of these findings.

b. The parties do not authorize any other persons to use the findings in this Second Amendment in any matter or proceeding.

c. These findings are hereby incorporated into the 2014 COA and into the 2014 Trust Agreement by reference as if fully set forth therein.

3. Paragraph 5(a) of the 2014 COA is revised to include supplemental language as follows:

5. Treatment Trust

a. Simultaneously with the execution of this Second COA Amendment, Robindale shall execute and deliver the Second Trust Amendment. The Second Trust Amendment shall secure Robindale's obligation to treat the discharges known as P3 and the Pond 4 seep, including its legal obligation to operate and maintain the Treatment Systems that are the subject of this Second Amendment and to treat the mine drainage in perpetuity or until water treatment is no longer necessary. The Robindale Global Treatment Trust shall also secure Robindale'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 Robindale becomes unable or unwilling to meet these obligations. The Second Trust Amendment shall provide for the demolition of treatment facilities and reclamation of the treatment site should treatment no longer be needed. The Second Trust Amendment is hereby incorporated into the 2014 COA and into Exhibit F of the 2014 COA by reference as if fully set forth therein.

4. Paragraphs 6(b) and (c) of the 2014 COA are revised as follows:

6. Funding of the Primary Trust Account

b. Ongoing Payments to the Primary Trust Account: Robindale will deposit subsequent payments into the Primary Trust Account until the Global Trust is fully funded, as follows, and as set forth in Exhibit AA:

i. On January 1, 2019, Robindale shall deposit \$492,000.00 into the Primary Trust Account

ii. On January 1, 2020, Robindale shall deposit \$492,000.00 into the Primary Trust Account

ii. On January 1, 2021, Robindale shall deposit \$492,000.00 into the Primary Trust Account.

iii. On January 1, 2022, Robindale shall deposit \$492,000.00 into the Primary Trust Account.

iv. On January 1, 2023, Robindale shall deposit \$450,995.96 into the Primary Trust Account.

This final payment amount may need adjusted to correspond with the performance of the Trust Fund. Payments will be required without notice. Exhibit P of the First COA Amendment is

being replaced with Exhibit BB to this Second COA Amendment.

c. The necessary value (Primary Target Valuation plus the Recap Value and the Insurance PV value) of the Robindale Global Treatment Trust at the end of the year from 2017 to 2023 is set forth in Exhibit BB, assuming an annual growth rate of 8.43%, inflation of 3.1% and no change in operating and maintenance costs.

5. Paragraph 14 of the 2014 COA is revised to include supplemental language as follows:

14. Real and Personal Property

a. Within 60 days of the effective date of this First COA Amendment, Robindale will create an inventory of all the equipment, facilities, and other personal property used for the treatment of the AMD discharges associated with the Charles Site and the Dudley Mine site described in Paragraphs N and Q, above ("Personal Property"). Upon completion of the inventory, Robindale shall submit the inventory to the Department for review and approval in a similar form as the Personal Property attached as Exhibit CC. Within 30 days of receipt of written approval of the inventory by the Department, Robindale shall transfer and convey to the Trustee, without reservation, all Personal Property including, but not limited to, the equipment and other property listed in the inventory in order to ensure continued treatment of the discharges in the event Robindale enters bankruptcy, ceases to exist, or is unable or unwilling to continue treatment. Said transfer and conveyance shall be substantially in the same form as the Bill of Sale and License Agreement

attached here to as Exhibit DD.

b. The provisions of Paragraph 14.a. notwithstanding, for so long as Robindale is continuing treatment of the discharges that are the subject of this Second Amendment, Robindale shall be responsible for maintaining and replacing or upgrading, as appropriate, the Personal Property used for the treatment of the mine discharges described above in Paragraphs N and Q.

6. Paragraph 15 of the 2014 COA is revised to include supplemental language as follows:

15. Public Liability Insurance

a. Robindale shall maintain public liability insurance coverage for the operation, maintenance, improvement and all other activities associated with the Treatment Systems and the real and personal property which are identified in the Second Trust Amendment as part of the trust principal. The Trustee and the Commonwealth of Pennsylvania shall be listed as additional insureds on the policy.

7. Paragraph 17 of the 2014 COA is revised to include supplemental language as follows:

17. Robindale's Continuing Obligation

Neither Robindale's agreement to fund the Robindale Global Treatment Trust or partial funding of the Robindale Global Treatment Trust, nor the exhaustion of the Robindale Global Treatment Trust shall in any way limit Robindale's obligation to operate the Treatment Systems and to treat the discharges covered by this Second Amendment in a manner which meets the effluent limits described in Paragraph L above. Furthermore, exhaustion of the Robindale Global

Treatment Trust shall not excuse Robindale from Robindale's obligation to adequately treat or abate the discharges.

8. Paragraph 22 of the 2014 COA is revised to include supplemental language as follows:

b. If Robindale intends to transfer any legal or equitable interest in the Robindale Sites which are the subject of this Second Amendment, Robindale shall serve a copy of this Second Amendment upon the prospective transferee of the legal and equitable interest at least thirty (30) days prior to the contemplated transfer and shall simultaneously inform the District Mining Operations, Department of Environmental Protection, 25 Technology Drive, Coal Center, PA 15423 and the District Mining Manager identified in Paragraph 23 of the 2014 COA of such intent.

c. The Department, in its sole discretion, may agree to modify or terminate Robindale's duties and obligations under this Second Amendment upon transfer of the Robindale Sites. Robindale waives any right that it may have to challenge the Department's decision in this regard.

9. Except as modified or amended in the First COA Amendment and in this Second COA Amendment, all other provisions of the 2014 COA shall remain in full force and effect.


10. This Second Amendment may be executed through counterparts of the signature page(s), each of which shall be deemed an original agreement, and all of which together shall constitute one and the same agreement between the parties. Signatures transmitted by facsimile or electronically by portable document format ("pdf") shall be valid and effective.


*Execution Copy*

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by their duly authorized representatives. The undersigned representatives of Robindale certify under penalty of law, as provided by 18 Pa. C.S. § 4904, that they are authorized to execute this Second Amendment on behalf of Robindale; that Robindale consents to the entry of this Second Amendment as a final ORDER of the Department; and that Robindale hereby knowingly waives its rights to appeal this Second Amendment 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 Robindale's attorney certifies only that the agreement has been signed after consulting with counsel.

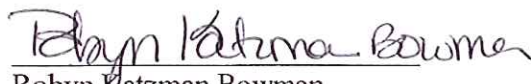
FOR ROBINDALE ENERGY SERVICES, INC.:

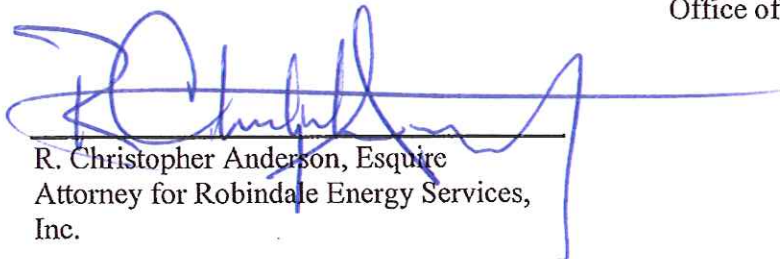
FOR THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION:

  
James F. Panaro  
Executive Vice President

  
Daniel Sammarco  
District Mining Manager

  
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Treasurer

  
Robyn Katzman Bowman  
Assistant Counsel  
Southcentral Region  
Office of Chief Counsel

  
R. Christopher Anderson, Esquire  
Attorney for Robindale Energy Services, Inc.

**EXHIBIT LIST**

EXHIBIT Q	November 19, 2014 Post-Mining Treatment Trust Consent Order and Agreement
EXHIBIT R	First Amendment to November 19, 2014 Post-Mining Treatment Trust Consent Order and Agreement
EXHIBIT S	Topographic Map Showing Location of the P3 Underdrain Discharge
EXHIBIT T	P3 Discharge Raw Water Quality Sample Results
EXHIBIT U	Diagram depicting P3 Treatment System Site Plan
EXHIBIT V	Consent to Right of Entry Form from Robindale Energy Services, Inc. for the Charles Refuse Treatment System
EXHIBIT W	Diagram depicting Dudley Mine Treatment System Site Plan
EXHIBIT X	Second Amendment to the 2014 Post-Mining Treatment Trust Agreement
EXHIBIT Y	AMD Treat Trust Calculator
EXHIBIT Z	AMDTreat Recapitalization Cost Schedule for the Charles Refuse Treatment System
EXHIBIT AA	AMDTreat Recapitalization Cost Schedule for the new Dudley Mine passive treatment system
EXHIBIT BB	Amended Trust Payment Plan
EXHIBIT CC	Inventory of Personal Property
EXHIBIT DD	Bill of Sale and License Agreement for Personal Property to Trust

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

In the Matter of:

Robindale Energy Services, Inc.	:	Mines & Permit Nos.
P. O. Box 228	:	✓ 32713707 (RNS #24 Coal Refuse Disposal Area)
Armagh, PA 15920-0228	:	✓ 11743703 (RNS Lancashire #25)
	:	✓ 32733709 (RES Dilltown Ref)
	:	✓ 32841601 (RES Dilltown Prep Plant)
	:	✓ 56733702 (RES Marmon Refuse Site)
	:	✓ 56743704 (RES Penn Pocahontas PPC Refuse Site)
	:	
	:	Alternative Financial Assurance Mechanism

POSTMINING TREATMENT TRUST CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement is entered into this 19<sup>th</sup> day of November, 2014, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department") and Robindale Energy Services, Inc. ("Robindale").

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 et seq. ("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 et seq. (Subsidence Act); the Coal Refuse Disposal Control Act, Act of September 24, 1968, P.L. 1040, as amended, 52 P.S. §§ 30.51 et seq. ("Coal Refuse Disposal Act"); the Clean Streams Law, Act of June 22, 1937, P.L. 1987, as amended, 35 P.S. §§ 691.1 et seq. ("Clean Streams Law"); Section 1917-A of the Administrative Code of 1929, Act of April 9, 1929, P.L. 177, as amended, 71 P.S. § 510-17 ("Administrative Code") and the rules and regulations promulgated thereunder.

B. Pursuant to § 4(d.2) of the Surface Mining Act, 52 P.S. § 1396.4(d.2), the Department may establish alternative financial assurance mechanisms which shall achieve the objectives and purposes of the bonding program. These mechanisms include the establishment of a site-specific trust fund funded by a mine operator for the treatment of post-mining discharges of mine drainage. The post-mining treatment trust being established as required by this Consent Order and Agreement through the accompanying Post-Mining Discharge Treatment Trust [*Participation*] Agreement constitutes an alternative financial assurance mechanism authorized by § 4(d.2) of the Surface Mining Act. Pursuant to Sections 5, 315 and 610 of the Clean Streams Law, 35 P.S. §§ 691.5, 691.315 and

EXHIBIT R

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

In the Matter of:	:	Addition of
	:	
Robindale Energy Services, Inc.	:	SMP No. 05090101 (Dudley Mine)
P. O. Box 228	:	
Armagh, PA 15920-0228	:	Alternative Financial Assurance
	:	Mechanism

FIRST AMENDMENT TO POSTMINING TREATMENT TRUST  
CONSENT ORDER AND AGREEMENT

This First Amendment to the Post-Mining Treatment Trust Consent Order and Agreement entered into this 15<sup>th</sup> day of August, 2016 ("First Amendment"), amends the Post-Mining Treatment Trust Consent Order and Agreement dated November 19, 2014 ("2014 COA") between the Department of Environmental Protection (hereinafter "Department"), and Robindale Energy Services, Inc. (hereinafter "Robindale").

The Department has found and determined the following:

A. Robindale is the permittee of the Dudley Mine site, SMP No. 05090101, ("Dudley Mine") located in Broad Top Township, Bedford County, which is associated with a post-mining discharge liability.

B. The 2014 COA is being amended to add the Dudley Mine Site and the discharges associated with that site as well as amend certain provisions of the prior agreement. A copy of the 2014 COA is attached hereto as Exhibit K.

Dudley Mine (SMP No. 05090101)

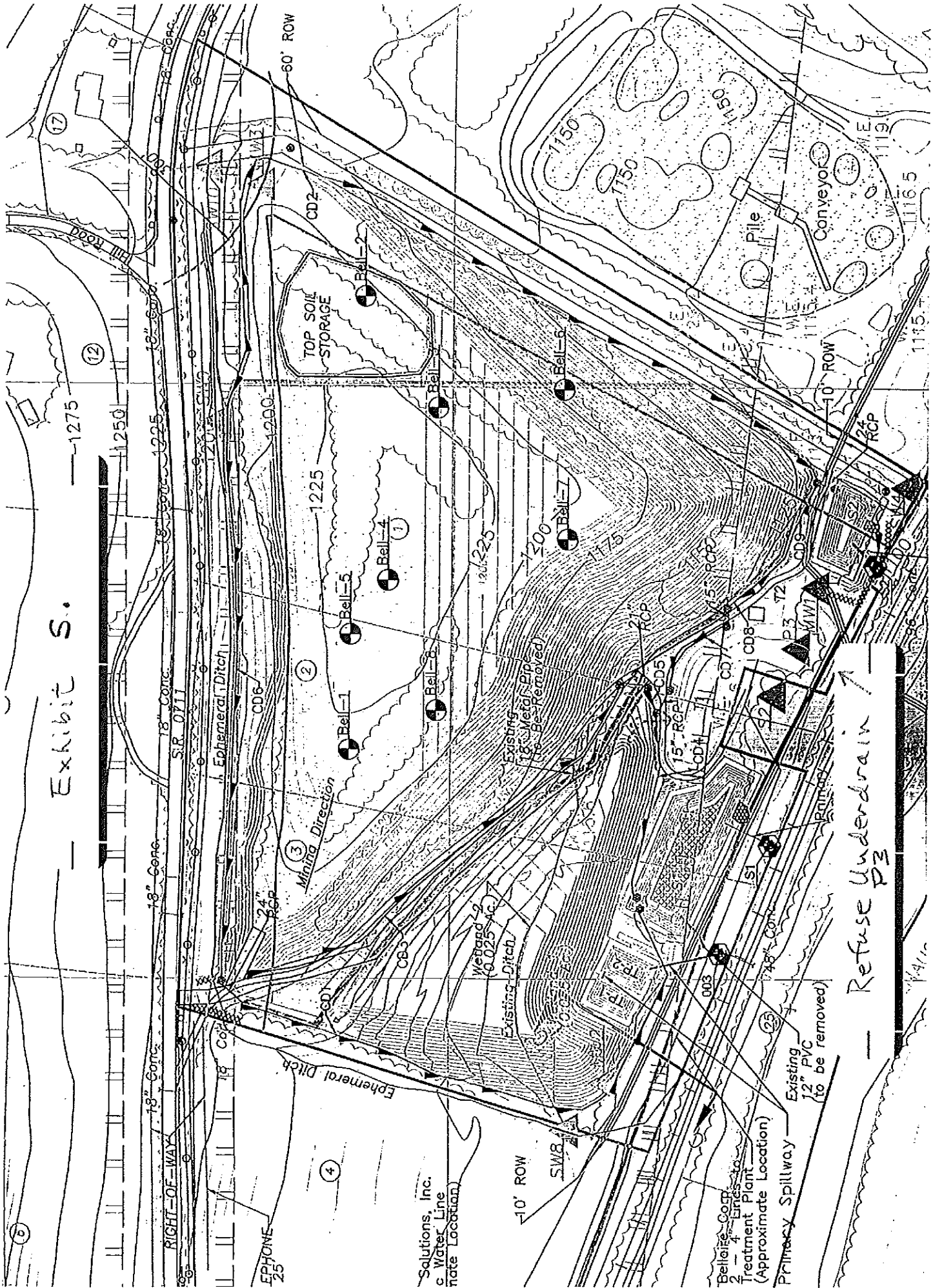
C. The original permit for the Dudley Mine was issued to Robindale on February 9, 2010.

D. The Dudley Mine is currently active with a pit open for coal removal.

E. The reclamation bonds currently posted for the Dudley Mine are:



Exhibit S.



Solutions, Inc.  
Water Line  
Note Location

Bellefleur Corp.  
2-4  
Treatment Plant  
(Approximate Location)

Primary Spillway  
Existing  
12" PVC  
(to be removed)

Refuse Underdrain  
P3

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## Exhibit T

Robindale Charles Refuse 32040202			Indiana County		Refuse underdrain P3								
Sampler	Sample #	Date	Flow (gpm)	meth	pH (su)	Alk (mg/l)	Acidity (mg/l)	Fe (mg/l)	Mn (mg/l)	Al (mg/l)	Sulfate (mg/l)	TSS (mg/l)	Na (mg/l)
4347	224	8/21/2006			2.7	0	5500.0	2230	13.0	321.0	4851.7	66	27.6
4125	428	8/24/2006	10	Est	2.5	0	10016.4	>300	20.9	>500	10324.8	82	
4125	577	10/18/2006	50	Est	2.6	0	8327.4	>300	16.5	393.0	9896.6	54	
4347	238	12/6/2006			2.3	0	9819.0	2980	14.7	486.0	11349.2	20	29.2
4347	258	3/22/2007			2.2	0	8244.2	2450	9.5	453.0	8412.3	62	20.5
4125	982	5/17/2007	60	Est	2.6	0	8656.4	>300	14.2	386.0	9041.4	42	
4347	278	6/21/2007			2.7	0	8229.6	3290	18.3	426.0	8824.7	84	40.6
4125	94	8/7/2007	10	Est	2.8	0	8156.6	>300	18.6	331.0	9845.3	4	
4347	295	9/21/2007	10	Meas	2.6	0	9169.8	3760	18.2	516.0	1712.2	14	43.4
4125	253	10/18/2007			2.7	0	839.2	>300	19.4	439.0	8666.2	96	
4347	353	12/20/2007	25	Meas	2	0	11510.4	3990	16.1	600.0	9883.8	<2	37.5
4125	377	1/3/2008	40	Est	2.2	0	9848.2	>300	13.4	486.0	10835.6	4	
4125	544	3/13/2008			2.2	0	9961.6	>300	12.7	>500	11045.9	38	
4347	397	3/20/2008	50	Meas	2.4	0	4899.0	1700	7.0	270.0	4732	30	13.6
4125	586	4/16/2008	100	Est	2.6	0	8558.4	>300	14.4	459.0	10626.2	40	
4125	653	5/8/2008	40	Est	2.7	0	7783.4	>300	16.6	423.5	8533.8	56	
4347	439	6/25/2008	12	Meas	2.6	0	8275.8	3300	16.8	453.0	9030.5	40	33.2
4125	775	7/14/2008	15	Est	2.5	0	7975.6	>300	19.5	422.9	7898.6	56	
4347	456	9/17/2008	5	Meas	2.7	0	4761.4	1550	11.5	204.0	2585.3	<5	25.1
4347	476	12/18/2008	15	Meas	2	0	6490.0	2330	8.3	292.0	7573	32	17.3
4302	278	12/29/2008			1.9	0	9881.2	>300	10.8	>500	11012	30	
4347	496	3/25/2009			2.4	0	10172.4	3440	17.5	517.0	11232	34	30.1
4347	525	9/2/2009	4	Meas	2.7	0	7070.4	2880	19.3	372.0	6069.2	84	40
4125	91	12/14/2009	25	Est	1.6	0	14000.0	300	18.0	500.0	18413.7	74	
4125	286	4/8/2010	20	Est	2.4	0	10752.0	>300	15.5	134.3	11842.4	86	
4125	0	5/24/2010	0										
4125	752	11/18/2010	15	Est	2.6	0	7316.6	>300	17.2	358.7	7981.7	36	
4125	857	2/2/2011	20	Est	2.1	0	>14000	>300	14.0	>500	18333.3	148	
4125	13	4/19/2011	35	Est	2.3	0	9236.8	>300	12.0	>500	9764.4	54	
4125	161	6/28/2011	10	Est	2.5	0	7896.8	>300	15.3	428.3	8745.6	42	
4125	253	9/7/2011	50	Est	2.8	0	2521.8	>300	6.5	134.1	2647.7	74	
4125	349	10/11/2011	20	Est	2.2	0	7614.2	>300	12.1	467.9	9696.1	76	
4125	646	3/6/2012	20	Est	2.5	0	6020.8	>300	10.3	310.0	13404.4	38	
4125	773	4/13/2012	25	Est	2.3	0	8042.4	>300	12.0	390.1	8730.4	48	
4350	297	7/6/2012	5	Est	3	0	8276.4	>300	14.3	497.5	9390.3	66	
4125	220	2/7/2013	20	Est	2	0	10026.4	>300	12.1	467.1	9512	70	
4125	328	5/6/2013	15	Est	2.3	0	8154.0	>300	13.5	392.4	9240	132	
4125	481	8/6/2013	10	Est	2.5	0	7421.2	>300	17.8	372.0	8783.5	64	
4312	172	10/28/2013			2.7	0	6325.8	>300	14.7	322.0	7524.2	52	
4125	938	5/12/2014	20	Est	2.2	0	8710.2	>300	12.5	454.8	9812.1	54	
4125	136	8/7/2014	20	Est	2.5	0	-100.0	>300	14.5	385.2	7368.5	72	
4125	358	1/12/2015	5	Est	2.1	0	11196.2	>300	15.2	>500	10871.7	62	
4125	0	1/12/2015	0										
4125	537	4/21/2015			2.4	0	9177.0	3150	15.9	549.8	11800	44	
4125	570	5/11/2015	20	Est	2.1	0	9455.8	>300	11.0	>500	9620	<5	
4125	754	9/11/2015	5	Est	2.6	0	6903.6	>300	15.9	>500	8561	60	
4125	955	2/10/2016	25	Est	2.1	0	11378.8	>300	12.2	>500	8258	76	
4125	15	3/16/2016	10	Est	1.9	0	10759.4	>300	11.4	>500	10560	8	
4125	94	5/10/2016	10	Est	2.1	0	8959.6	>300	11.8	472.6	8208	82	
4125	238	7/19/2016	6.6	Meas	2.3	0	7672.4	>300	17.0	>500	7513	82	
4125	369	10/19/2016	3.5	Meas	2.4	0	7693.4	>300	14.2	389.0	7421	56	
4125	498	1/24/2017	3	Est	2.4	0	8555.2	3210.0	13.7	550.0	6347	68	
Avg.					2.4	0.0	8124.8	2704.0	14.4	405.8	9086.6	57.3	29.8





COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF MINING PROGRAM

Exhibit V SMP 32040202  
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: Robindale Energy Services, Inc Name: \_\_\_\_\_

Address: 224 Grange Hall Rd. PO Box 228 Armaugh PA 15920 Address: \_\_\_\_\_

WHEREAS, the Property Owner(s) own surface property containing 35.9 acres located in East Wheatfield Township, Indiana County, Pennsylvania, and described in Deed Book Volume 1523, Page 683, in the Indiana County Recorder's Office (the Property); *Parcel No. 40-15-102.01A*

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, Robindale Energy Services, Inc. ("*Operator*") conducted surface mining activities on or adjacent to the Property pursuant to Surface Mining Permit No. 32040202;

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;

5600-FM-BMP0470 12/2013

NOW THEREFORE, in consideration of the benefits which the Property Owner(s) and the general public will receive, and with the intention of being legally bound, it is agreed as follows:

1. Right of Entry. The Property Owner(s) hereby grants and conveys to Operator and DEP [and Trustee], its employees, agents, servants, contractors and subcontractors, a right of entry into, under, over and upon the Treatment Facility Property. This right of entry includes all necessary rights of ingress, egress and regress with all personnel, materials, and equipment needed to perform the discharge treatment activities.

2. Duration of Right of Entry. The term of this Right of Entry shall extend for the length of time necessary to complete the discharge treatment activities in accordance with applicable law. It is specifically understood and agreed that the term of this Right of Entry extends for the length of time necessary to operate and maintain all mine drainage treatment facilities on the Treatment Facility Property, and shall only terminate when such treatment facilities are no longer necessary to remediate or prevent pollution to waters of the Commonwealth.

3. Insurance. DEP will require Operator to obtain and keep in force insurance coverage in accordance with the requirements of 25 Pa. Code § 86.168.

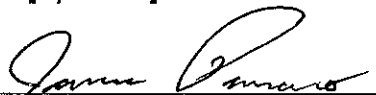
4. Property Use. During the term of this Right of Entry, the Property Owner(s) will not, without the written consent of DEP, make any use of the Property which will interfere with the construction, operation or maintenance of the mine drainage treatment facilities installed on the Treatment Facility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

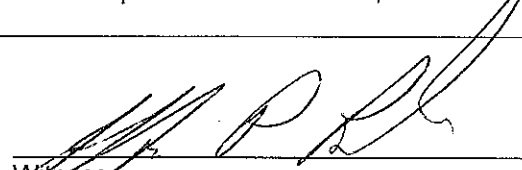
5. Notification. This Consent to Right of Entry shall be recorded by Operator in the Indiana County Recorder's Office within thirty days of its execution. In the event that the Property Owner(s) intends to sell, lease, or otherwise transfer any interest in the Property prior to the termination of this Right of Entry, the Property Owners shall advise the prospective owner or lessee of the terms and conditions of this Right of Entry. The Property Owner(s) shall advise DEP, by notifying the Department representative whose signature appears below or his successor, of the intent to sell the Property prior to any sale.

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


7. Binding on Successors. All the covenants, representations, consents, waivers and agreements contained herein shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns.

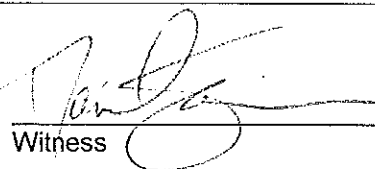
For [Operator]

  
 Name: JAMES PANARO  
 Title: EXECUTIVE VICE PRESIDENT  
 Robindale Energy Services, Inc.

  
 Witness

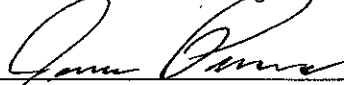
For the Department of Environmental Protection:

  
 Name: Malcolm Crittenden  
 Title: DEP Watershed Mgr.

  
 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 28<sup>th</sup> day of MARCH, 2018.

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

  
 Name: JAMES PANARO  
 EXECUTIVE VICE PRESIDENT  
 Robindale Energy Services, Inc. -2-

5600-FM-BMP0470 12/2013

ACKNOWLEDGEMENT

STATE OF Pennsylvania :  
 :  
COUNTY OF Indiana : ss

On this, the 26<sup>th</sup> day of March, 2018, before me, the undersigned Notary, personally appeared

James Panaro, Executive Vice President  
(Name (s))

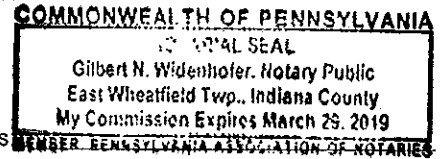
known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to this instrument, and who acknowledged that (he, she or they) have executed the same and desire it to be recorded.

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

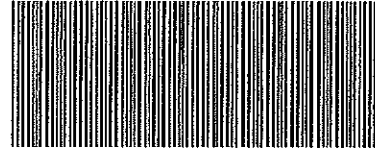
(SEAL)

Gilbert N. Widenhofer  
Notary Public

My Commission Expires



**Indiana County**  
825 Philadelphia Street  
Indiana, PA 15701  
Phone: (724) 465-3860  
Email: pswarman@countyofindiana.org



0783297-0006Z

**RECORDING COVER PAGE**

Page 4 of 4

**Instrument Type:** Consent  
**Instrument Date:** 03/29/2018 10:20:52 AM  
**Instrument Number:** 2018-290577

**Transaction #:** 826040  
**Instrument Page Count:** 3

**RETURN TO: (Pickup)**  
ROBINDALE ENERGY  
224 GRANGE HALL ROAD  
ARMAGH, , PA 15920

**SUBMITTED BY:**  
ROBINDALE ENERGY  
224 GRANGE HALL ROAD  
ARMAGH, PA 15920

**INSTRUMENT REFERENCE NAME:** ROBINDALE ENERGY SERVICES INC/COMMONWEALTH OF PA

**FEES / TAXES:**

Recording Fee:Consent	\$28.50
<b>Total:</b>	<b>\$28.50</b>

**Document Number:** 2018-290577  
**Recorded Date:** 03/29/2018

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



*Patricia Streams-Warman*  
Patricia Streams - Warman  
Recorder of Deeds

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

**DO NOT REMOVE - THIS PAGE IS PART OF THE RECORDED DOCUMENT.**





*Execution Copy*

IN THE MATTER OF: Robindale Energy Services, Inc.

SECOND AMENDMENT TO POST-MINING DISCHARGE TREATMENT  
TRUST AGREEMENT

This Second Amendment to Post-Mining Discharge Treatment Trust Agreement ("Second Trust Amendment Agreement") is entered into this 18<sup>th</sup> day of June, 2018, by and between Robindale Energy Services, Inc. ("Robindale" or "Settlor"), First National Trust Company ("First National" or "Trustee"), and the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department" or "Beneficiary"). This Second Amended Trust Agreement amends the Post-Mining Discharge Treatment Trust Agreement dated November 19, 2014 by and between Settlor, Trustee and the Department ("2014 Trust Agreement").

WHEREAS, On November 19, 2014, the Department and Robindale entered into a Post-Mining Treatment Trust Consent Order and Agreement ("2014 COA") in which Robindale agreed to finance a postmining treatment trust to meets its long-term postmining discharge treatment obligations for six mine sites operated by Robindale;

WHEREAS, on November 19, 2014, Robindale and First National entered into the 2014 Trust Agreement which established a post-mining treatment trust with Trustee known as the Robindale Global Treatment Trust (the "Global Trust");

WHEREAS, on November 19, 2014, the Department joined in the 2014 Trust Agreement to indicate its acceptance of the terms and conditions set forth in the agreement, as well as the powers and authorities granted by the Trust;

*Execution Copy*

WHEREAS, on August 15, 2016, the Department and Robindale executed a First Amendment to Post-Mining Treatment Trust Consent Order and Agreement ("First COA Amendment") and First Amendment to the Post-Mining Treatment Trust Agreement ("First Trust Amendment") to add the Dudley Mine Site, SMP No. 05090101, and the discharges associated with that site to the 2014 COA and to the Global Trust;

WHEREAS, the Settlor is the permittee of the Charles Refuse Reprocessing Site, SMP No. 32040202 ("Charles Site"), located in East Wheatfield Township, Indiana County, which is associated with post mining discharge liability and which is not a subject of the 2014 COA or the First COA Amendment;

WHEREAS, a new passive treatment system was constructed in the Fall of 2016 to more adequately treat the discharges associated with the Dudley Mine Site, and a new seep zone on the Dudley Mine Site known as the Pond 4 seeps has developed and is being monitored;

WHEREAS, on or about the date of this Second Trust Amendment, the Settlor has entered into the Second Amendment to Post-Mining Treatment Trust Consent Order and Agreement with the Department ("Second COA Amendment") which is incorporated by reference and which contains, among other things, a requirement that the Settlor provide financial guarantees to assure that funds will be available to provide for Settlor's legal obligation to operate a mine drainage treatment system to treat and otherwise prevent discharges of mine drainage emanating from or hydrologically connected to the Charles Site and the Dudley Mine Site;

*Execution Copy*

WHEREAS, the Charles Site Treatment System ("Treatment System") consists of an active chemical treatment system that includes a lime silo and building, a lime feed conveyor, a mixing tank, a blower aeration system, a reaction tank, a flocculent feed system, a decant pump, a feed pump, a sludge bag, and a controller. The Treatment System is situated on land owned by Robindale. The discharge from the Treatment System flows into the Conemaugh River via NPDES Outfall 003.

WHEREAS, Article Thirteen, Section One (§13.1) of the 2014 Trust Agreement states the Trust may be amended by an instrument in writing, executed by the Settlor and the Department;

WHEREAS, the Settlor, the Department, and the Trustee desire to amend the 2014 Trust Agreement to include the Charles Site, SMP No. 32040202, add the discharges associated with this site, add the new seeps from the Dudley Mine Site, address funding of the primary trust account, and establish the Settlor's legal obligation to operate and maintain these Treatment Systems in perpetuity or until water treatment is no longer necessary.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises and undertakings of the parties set forth herein, and intending to be legally bound hereby, the parties agree as follows:

1. Effective immediately upon the execution of this Second Trust Amendment, the Global Trust includes the treatment of the discharges from the Charles Site, SMP No. 32040202, known as the P3 discharges and the Dudley Mine Site known as the Pond 4 Seeps, and includes the Settlor's legal obligation to operate

and maintain these Treatment Systems in perpetuity or until water treatment is no longer necessary.

2. The ongoing payment schedule set forth in Exhibit P to the 2016 First COA Amendment is hereby replaced with the attached Exhibit A.

3. Article One, Section Three (§1.3) of the 2014 Trust Agreement is revised to add the following:

§1.3 The Trust principal, excluding any surety bonds held for the benefit of the Trust as hereinafter provided, shall consist of:

(a) Certain rights of entry and easements granted to the parties described in the Consent to Right of Entry attached as Exhibit B.

(b) Certain personal property identified in Exhibit C.

(c) Ongoing payments to be made by the Settlor in the amounts and on the dates specified in Exhibit A and such other payment as shall be made from time to time by the Settlor.

(d) Cash, funds or other property transferred from any other person to the Trust and accepted by the Trustee as directed by the Department in the Bill of Sale and License attached as Exhibit D.

4. Except as specifically provided herein, all the terms and provisions of the 2014 Trust Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to the Postmining Discharge Treatment Trust Agreement to be

Execution Copy

executed by their respective officers or representatives duly authorized and delivered on the date first written above.

ATTEST:

SETTLOR: ROBINDALE ENERGY SERVICES, INC.

Maura Melone

BY: [Signature]  
Name: James Panaro  
Title: Executive Vice President

ATTEST:

TRUSTEE:

[Signature]

BY: [Signature]  
Name: Felicia A. DeVincentis  
Title: Vice President, Relationship Advisor

ATTEST:

DEPARTMENT:

Malcolm Cutler

BY: [Signature]  
Name: Daniel Sammarco  
Title: District Mining Manger  
Ebensburg District Mining Office

Approved as to Form:

BY: [Signature]  
Robyn Katzman Bowman  
Assistant Counsel for Commonwealth  
of Pennsylvania, Department of  
Environmental Protection

## List of Exhibits

- A. Payment Plan
- B. Consent to Right of Entry Form
- C. List of Personal Property of Trust
- D. Bill of Sale and License Agreement for Personal Property

Exhibit A

(Revised 3-13-2018 for 2nd Amendment)

Payments into Trust by Robindale

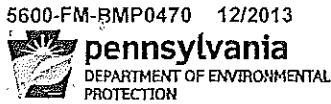
<u>Begin Year</u>	<u>Initial Contribution</u>	<u>Annual Contribution</u>	<u>Calculated Trust Value</u>	<u>Necessary Trust Value</u>
2017	\$2,325,556.61		\$2,325,556.61	\$3,167,636.04
2018		\$225,000.00	\$2,550,556.61	\$5,745,513.18
2019		\$492,000.00	\$3,257,568.53	\$5,923,624.09
2020		\$492,000.00	\$4,024,181.56	\$6,107,256.43
2021		\$492,000.00	\$4,855,420.06	\$6,296,581.38
2022		\$492,000.00	\$5,756,731.98	\$6,491,775.40
2023		\$450,995.96	\$6,693,020.44	\$6,693,020.44

required trust annual meeting Jan. 1, 2017  
add \$2,479,680.42 for Charles Site

5 year

Inflation = 3.10%  
Earnings = 8.43%

Note: the final amount deposited by January 1, 2022 may need to be adjusted to correspond with the performance of the Trust Fund.



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF MINING PROGRAM

Exhibit B SMP 32040202  
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: Robindale Energy Services, Inc Name: \_\_\_\_\_

Address: 224 Grange Hall Rd. PO Box 228 Armaugh PA 15920 Address: \_\_\_\_\_

WHEREAS, the Property Owner(s) own surface property containing 35.9 acres located in East Wheatfield Township, Indiana County, Pennsylvania, and described in Deed Book Volume 1523, Page 683, in the Indiana County Recorder's Office (the Property); *Parcel No. 40-15-102.01A*

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, Robindale Energy Services, Inc. ("*Operator*") conducted surface mining activities on or adjacent to the Property pursuant to Surface Mining Permit No. 32040202;

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;



5600-FM-BMP0470 12/2013

NOW THEREFORE, in consideration of the benefits which the Property Owner(s) and the general public will receive, and with the intention of being legally bound, it is agreed as follows:

1. Right of Entry. The Property Owner(s) hereby grants and conveys to Operator and DEP [and Trustee], its employees, agents, servants, contractors and subcontractors, a right of entry into, under, over and upon the Treatment Facility Property. This right of entry includes all necessary rights of ingress, egress and regress with all personnel, materials, and equipment needed to perform the discharge treatment activities.

2. Duration of Right of Entry. The term of this Right of Entry shall extend for the length of time necessary to complete the discharge treatment activities in accordance with applicable law. It is specifically understood and agreed that the term of this Right of Entry extends for the length of time necessary to operate and maintain all mine drainage treatment facilities on the Treatment Facility Property, and shall only terminate when such treatment facilities are no longer necessary to remediate or prevent pollution to waters of the Commonwealth.

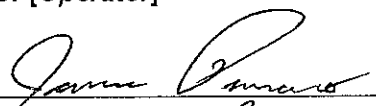
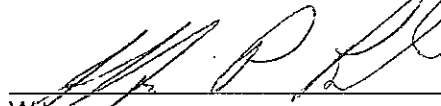
3. Insurance. DEP will require Operator to obtain and keep in force insurance coverage in accordance with the requirements of 25 Pa. Code § 86.168.

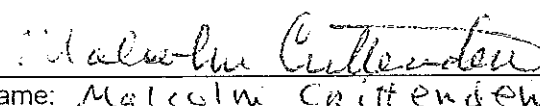
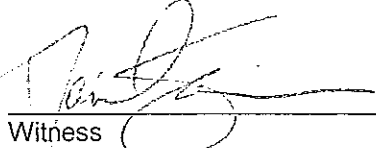
4. Property Use. During the term of this Right of Entry, the Property Owner(s) will not, without the written consent of DEP, make any use of the Property which will interfere with the construction, operation or maintenance of the mine drainage treatment facilities installed on the Treatment Facility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

5. Notification. This Consent to Right of Entry shall be recorded by Operator in the Indiana \_\_\_\_\_ County Recorder's Office within thirty days of its execution. In the event that the Property Owner(s) intends to sell, lease, or otherwise transfer any interest in the Property prior to the termination of this Right of Entry, the Property Owners shall advise the prospective owner or lessee of the terms and conditions of this Right of Entry. The Property Owner(s) shall advise DEP, by notifying the Department representative whose signature appears below or his successor, of the intent to sell the Property prior to any sale.

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

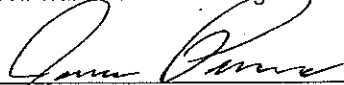
7. Binding on Successors. All the covenants, representations, consents, waivers and agreements contained herein shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns.

For [Operator]	
	
Name: JAMES PANARO	Witness
Title: EXECUTIVE VICE PRESIDENT Robinsdale Energy Services, Inc.	

For the Department of Environmental Protection:	
	
Name: Malcolm Crittenden	Witness
Title: DEP Watershed Mgr.	

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 28<sup>th</sup> day of MARCH, 2018.

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



Name: JAMES PANARO  
EXECUTIVE VICE PRESIDENT  
Robinsdale Energy Services, Inc.

5600-FM-BMP0470 12/2013

ACKNOWLEDGEMENT

STATE OF Pennsylvania :  
COUNTY OF Indiana : SS

On this, the 26<sup>th</sup> day of March, 2018, before me, the undersigned Notary, personally appeared

James Panaro, Executive Vice President  
(Name (s))

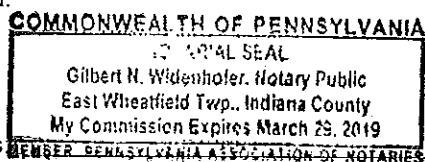
known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to this instrument, and who acknowledged that (he, she or they) have executed the same and desire it to be recorded.

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

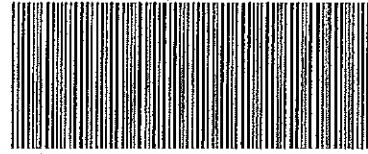
(SEAL)

Gilbert N. Widenhofer  
Notary Public

My Commission Expires



Indiana County  
825 Philadelphia Street  
Indiana, PA 15701  
Phone: (724) 465-3860  
Email: pswarman@countyofindiana.org



0783297-0006Z

RECORDING COVER PAGE

Page 4 of 4

Instrument Type: Consent  
Instrument Date: 03/29/2018 10:20:52 AM  
Instrument Number: 2018-290577

Transaction #: 826040  
Instrument Page Count: 3

RETURN TO: (Pickup)  
ROBINDALE ENERGY  
224 GRANGE HALL ROAD  
ARMAGH, PA 15920

SUBMITTED BY:  
ROBINDALE ENERGY  
224 GRANGE HALL ROAD  
ARMAGH, PA 15920

INSTRUMENT REFERENCE NAME: ROBINDALE ENERGY SERVICES INC/COMMONWEALTH OF PA

FEES / TAXES:

Recording Fee: Consent	\$28.50
Total:	\$28.50

Document Number: 2018-290577  
Recorded Date: 03/29/2018

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



*Patsicia Streams-Warman*  
Patsicia Streams - Warman  
Recorder of Deeds

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

DO NOT REMOVE - THIS PAGE IS PART OF THE RECORDED DOCUMENT.

EXHIBIT C

List of Personal Property of Trust

Description of Item
1. Lime silo and building
2. Telemetry and Electronics
3. lime feed conveyor
4. Mix tank
5. Blower aeration system
6. Reactor tank with lighting flash mixers
7. Flocculent feed system
8. decant pump and feed pump
9. Controller and ph meter
10.
11.
12.
13.
14.
15.
16.
17.
18.
19.

EXHIBIT D

BILL OF SALE AND LICENSE AGREEMENT

This Bill of Sale and License Agreement is entered into this 7<sup>th</sup> day of JUNE, 2018, by and between Robindale Energy Services, Inc., a corporation, with its principal place of business at 224 Grange Hall Road, Armagh, PA 15920-0228 ("Transferor") and First National Trust Company, with a business address of 532 Main Street, Suite 5, Johnstown, PA 15901 as Trustee of the Robindale Global Treatment Trust ("Trustee").

Whereas, on June 18, 2018 Robindale Energy Services, Inc. entered into a Second Amendment to Postmining Treatment Trust Consent Order and Agreement dated November 19, 2014 with the Commonwealth of Pennsylvania, Department of Environmental Protection (the "Department") ("Second COA Amendment");

Whereas, on June 18, 2018 Robindale Energy Services, Inc. entered into a Second Amendment to Post-Mining Discharge Treatment Trust Agreement dated November 19, 2014 with First National Trust Company which established the Robindale Global Treatment Trust ("Second Trust Amendment"); and

Whereas, the Department requires Transferor to continue to treat the post-mining discharges covered by the Second COA Amendment, but also to immediately transfer the water treatment equipment and facilities to the Trustee to facilitate continued treatment of water and protection of the environment in the event Robindale Energy Services, Inc. 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 First National Trust Company, as Trustee of the Robindale Global Treatment Trust, all of its right, title and interest to the equipment, facilities, and other personal property (the "Personal Property") comprising the Charles Refuse Treatment Facilities, including, but not limited to, the equipment and other property described on Exhibit 1, attached hereto and made a part hereof, such transfer to be effective as of the date hereof (the "Effective Date").

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

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

Parts, additional equipment, replacements, and upgrades to the Personal Property and the treatment facilities and systems shall be done with the express written consent of the Trustee and

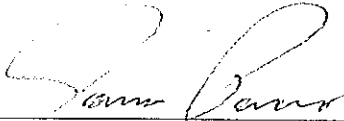
EXHIBIT D

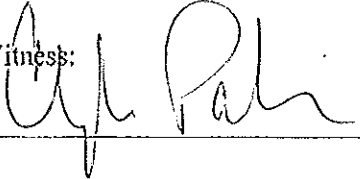
the Department. As a condition of the License hereby granted, Robindale Energy Services, Inc. agrees that all such parts, additional equipment, replacements, and upgrades shall immediately and automatically become the property of the First National Trust Company, as Trustee of the Robindale Global Treatment Trust. As long as this license is in effect and not terminated or revoked, Robindale Energy Services, Inc., or its successor, shall bear all risk of loss of the Personal Property.

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

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

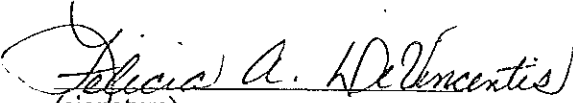
**TRANSFEROR:**  
Robindale Energy Services, Inc.

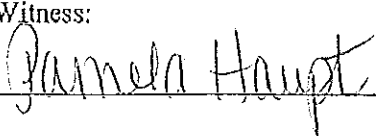
  
\_\_\_\_\_  
(signature)

Witness:  
  
\_\_\_\_\_

By: JAMES PANWARO  
Its: EUP

**TRUSTEE:**  
First National Trust Company

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

Witness:  
  
\_\_\_\_\_

By: Felicia A. DeVincentis  
Its: Vice President, Relationship Advisor

EXHIBIT D

Exhibit 1

Transferred Personal Property

1. Lime Silo and building
2. Telemetry and Electronics
3. Lime feed conveyor
4. Mix tank
5. Blower Aeration system
6. Reactor tank with lighting flash mixers
7. Flocculent feed system
8. Decant pump and feed pump
9. Controller and pH meter

# TREATMENT BOND/TRUST CALCULATOR

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

Prepared For: **Robindale**  
 Treatment System(s) ID: **Global Trust 2017 FY**

Exhibit Y

Date (mm/dd/yyyy):

Inflation Rate:	3.1%
Yrs to Treat start:	0
Annual Treatment Cost:	\$98,379.00
Trust Fees:	1.50%
Bond (not needed for rec):	
Investment Ratios:	stock: 80%
	bond: 20%
Effective Rate of Return:	8.43%
Volatility Index:	1.16
Rec Bond Rate of Return:	6.00%
Remaining Time on Permit:	5 years

Options	O&M only	Total with Recap	Total with Recap & Insurance
option #1			
conventional bond:	\$4,066,428.19	\$4,498,090.03	\$4,714,676.92
bond adjustment:	\$4,066,428.19	\$4,498,090.03	\$4,714,676.92
option #2			
fully funded trust:	\$2,255,201.07	\$2,424,111.07	\$2,479,680.42

PV of Recap (today's \$\$) @ 8.43% Eff RoR & 3.1% Inf:	\$168,910.00 for trust in year 1
PV of Recap (today's \$\$) @ 6.00% Eff RoR & 3.1% Inf:	\$370,553.00 for bond in year 1
	\$431,661.84 for bond in year 6

Liability Insurance Factor @ \$1.00 per year, per \$1000 in the total PV of the Trust:	\$2,424.11 per year	PV Insurance: \$55,569.36
Liability Insurance Factor @ \$1.00 per year, per \$1000 in total Bond:	\$4,498.09 per year	PV Insurance: \$185,925.45

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



Company Name Robindale  
 Project Robindale Charles Refuse  
 Site Name Charles Refuse

Exhibit Y

Printed on 12/19/2017



**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 Wellands			\$0
Aerobic Wellands			\$0
Manganese Removal Bed			\$0
Oxic Limestone Channel			\$0
Limestone Bed			\$0
BIO Reactor			\$0
Passive Subtotal:			\$0
<u>Active Treatment</u>			
Caustic Soda			\$0
Hydrated Lime			\$0
Pebble Quick Lime			\$0
Ammonia			\$0
Oxidants			\$0
Soda Ash			\$0
Active Subtotal:			\$0
<u>Ancillary Cost</u>			
Ponds			\$0
Roads			\$0
Land Access			\$0
Ditching			\$0
Engineering Cost			\$0
Ancillary Subtotal:			\$0
Other Cost (Capital Cost)			\$0
Total Capital Cost:			\$0
<u>Annual Costs</u>			
Sampling	1	0	\$1,182
Labor	1	0	\$9,100
Maintenance	1	0	\$3,327
Pumping	1	0	\$10,820
Chemical Cost	1	0	\$51,050
Oxidant Chem Cost			\$0
Sludge Removal	1	0	\$22,700
Other Cost (Annual Cost)			\$200
Land Access (Annual Cost)			\$0
Total Annual Cost:			\$98,379
Other Cost	1	0	

**Water Quality**

Design Flow	21.50	gpm
Typical Flow	21.50	gpm
Total Iron	2704.00	mg/L
Ferrous Iron	2704.00	mg/L
Aluminum	405.00	mg/L
Manganese	14.00	mg/L
pH	2.40	su
Alkalinity	0.00	mg/L
TIC	1.20	mg/L

- Calculate Net Acidity
- Enter Hot Acidity manually

Acidity 8124.00 mg/L

Sulfate	9086.00	mg/L
Chloride	0.00	mg/L
Calcium	307.00	mg/L
Magnesium	60.00	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	382.6	tons/yr

Total Annual Cost: per  
 1000 Gal of H2O Treated \$8,699

Company Name Robindale  
Project Robindale Charles Refuse  
Site Name Charles Refuse

Printed on 11/17/2017



AMDTREAT

## AMD TREAT SAMPLING

Sampling Name

### Estimate Sampling Cost

- |                               |                                    |              |
|-------------------------------|------------------------------------|--------------|
| 1. Unit Labor Cost            | <input type="text" value="35.00"/> | \$/hr        |
| 2. Collection Time per Sample | <input type="text" value="0.00"/>  | hours/sample |
| 3. Travel Time                | <input type="text" value="0.50"/>  | hr           |
| 4. Sample Frequency           | <input type="text" value="1.00"/>  | samples/mo   |
| 5. Lab Cost Per Sample        | <input type="text" value="27.00"/> | \$/sample    |
| 6. Number of Sample Points    | <input type="text" value="3"/>     | points       |

### Enter Established Annual Sampling Cost

7. Actual Annual Sampling Cost  \$

Treated 12x2 = 24  
Seep drain = 4  
up & down = 8  
Total samples 36  
3 pts X 1/12 Mon. = 36

### 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 Robindale  
Project Robindale Charles Refuse  
Site Name Charles Refuse

Printed on 12/19/2017



AMDTREAT

## AMD TREAT

### LABOR

Labor Name

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 Robindale  
Project Robindale Charles Refuse  
Site Name Charles Refuse



AMD TREAT

### AMD TREAT

### MAINTANENCE

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 int include Cost for Land Access and Engineering Cost

Company Name Robindale

Printed on 11/17/2017

Project Robindale Charles Refuse

Site Name Charles Refuse

### AMD TREAT PUMPING



AMDTREAT

Pumping Name

Estimated Electricity Cost for Pumping

- 1. Pump Rate  gal/min
- 2. Total Pump Head  feet
- 3. Electricity Cost  \$/kwhour
- 4. Hours Per Day  hours
- 5. Days Per Year  days
- 6. Pump Efficiency  %
- 7. Motor Efficiency  %
- 8. Pump Maintenance Cost  %\*
- 9. Est. Annual Electricity Cost  \$
- 10. Est. Maintenance Cost  \$

\* Percent of Annual Electricity Cost

Estimated Fuel Cost for Pumping

- 12. Fuel Rate  gal/hr
- 13. Fuel Cost  \$/gal
- 14. Hours Per Day  hours
- 15. Days Per Year  days
- 16. Pump Maintenance Cost  %\*\*
- 17. Estimated Annual Fuel Cost  \$
- 18. Estimated Maintenance Cost  \$

\*\* Percent of Annual Fuel Cost

Enter Established Annual Pumping Cost

11. Actual Annual Pumping Cost  \$

19. Total Pumping Cost  \$

Record Number 1 of 1

Co. \$ 2,705 x 4 qt. = 10,820

Company Name Robindale

Project Robindale Charles Refuse

Site Name Charles Refuse



## AMDTREAT CHEMICAL COST

AMDTREAT

Chemical Cost Name: \_\_\_\_\_

Opening Screen  
 Water Parameters

Influent Water Parameters that Affect Chemical Cost

Calculated Acidity  mg/L  
Alkalinity  mg/L

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

Design Flow  gpm  
Typical Flow  gpm  
Total Iron  mg/L  
Aluminum  mg/L  
Manganese  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  \$/lb

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  \$/lb

C. Caustic Soda ?

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

12. Titration?

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

Non-Bulk Delivery  \$/gal  
 Bulk Delivery  \$/gal

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

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

**Chemical Cost Sub-Totals**

33. Total Hydrated Lime Cost  \$  
34. Total Pebble Lime Cost  \$  
35. Total Caustic Soda Cost  \$  
36. Total Anhydrous Ammonia Cost  \$  
37. Total Soda Ash Cost  \$  
38. Total Known Chemical Cost  \$  
39. Total Flocculent Cost  \$

**Annual Amount of Chemicals Consumed**

lbs 575,868  
lbs 660,653  
gals 0  
lbs 0  
lbs 0  
gals 1,226

40. Selected Chemical: **HYDRATED LIME + FLOCCULENT**  
Annual Chemical Cost  \$

Company Name Robindale

Project Robindale Charles Refuse

Site Name Charles Refuse



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

**1. Select One**

Sludge Removal by \$ per Gallon

2. Sludge Removal Unit Cost

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  \$

**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

18. Percent Solids  %

19. Sludge Density  lbs/gal

20. Titration?

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

22. Estimated Sludge Volume  yd<sup>3</sup>/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

Record Number 1 of 1

Co. 5 geotube x \$4,000/each  
haulage 5 geotube x 4 hr. x \$135. (60 truck + 75 loader) = 2,700

Company Name Robindale  
 Project Robindale Charles Refuse  
 Site Name Charles Refuse



AMDTREAT

**AMD TREAT  
OTHER COST**

Other Cost Name

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

Record Number  
1 of 1

Current Capital Cost  \$  
 Current Annual Cost  \$

Total Capital Cost  \$  
 Total Annual Cost  \$



Company Name Robindale Exhibit Z  
 Project Robindale Charles Refuse  
 Site Name Charles Refuse



### 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. Lime silo and building	150,000	1	150,000	75	1	3,422
2. Telemetry and Electronics	7,500	1	7,500	30	2	2,018
3. lime feed conveyor	12,000	1	12,000	30	2	3,228
4. Mix tank	15,000	1	15,000	35	2	3,010
5. Blower aeration system	18,000	1	18,000	25	3	6,964
6. Reactor tank with lightling flash mixers	25,000	1	25,000	25	3	9,672
7. Flocculent feed system	1,200	1	1,200	20	3	656
8. decant pump and feed pump	8,000	2	16,000	6	12	44,105
9. Controller and ph meter	500	1	500	5	15	1,705
10. Holding pond	5,000	1	5,000	50	1	402
11. Polishing Ponds	5,000	2	10,000	50	1	804
12. Electric Power Lines	12,000	1	12,000	25	3	4,642
13. Sludge disposal pit	1,000	1	1,000	10	7	1,481
14. Access road	1,500	1	1,500	10	7	2,221
15. Ditches	1,500	1	1,500	10	7	2,221
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  \$

Project Robindale Charles Refuse

Site Name Charles Refuse



Life of Trust Fund	75	yrs
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
	86,551	86,551	Initial Fund Amount				
1	93,847	93,847	0	51	580,861	580,861	0
2	101,759	101,759	0	52	629,828	629,828	0
3	110,337	110,337	0	53	882,922	682,922	0
4	119,638	119,638	0	54	740,493	657,300	83,193
5	129,724	129,141	582	55	712,710	710,030	2,680
6	140,028	120,812	19,216	56	769,885	769,885	0
7	130,996	130,996	0	57	834,787	834,787	0
8	142,039	142,039	0	58	905,159	905,159	0
9	154,013	154,013	0	59	981,464	981,464	0
10	166,997	160,890	6,106	60	1,064,202	806,915	257,286
11	174,453	174,453	0	61	874,938	874,938	0
12	189,159	186,080	23,079	62	948,695	948,695	0
13	180,081	180,081	0	63	1,028,670	1,028,670	0
14	195,262	195,262	0	64	1,115,387	1,115,387	0
15	211,722	210,932	790	65	1,209,415	1,205,777	3,637
16	228,713	228,713	0	66	1,307,424	1,187,421	120,002
17	247,994	247,994	0	67	1,287,521	1,287,521	0
18	268,900	241,181	27,718	68	1,396,059	1,396,059	0
19	261,512	261,512	0	69	1,513,747	1,513,747	0
20	283,558	273,061	10,496	70	1,641,356	1,476,106	165,249
21	296,081	296,081	0	71	1,600,542	1,600,542	0
22	321,040	321,040	0	72	1,735,467	1,591,341	144,126
23	348,104	348,104	0	73	1,725,491	1,725,491	0
24	377,449	344,158	33,291	74	1,870,950	1,870,950	0
25	373,171	254,112	119,058	75	2,028,671	-0	2,028,671
26	275,534	275,534	0	76	0	0	0
27	298,762	298,762	0	77	0	0	0
28	323,947	323,947	0	78	0	0	0
29	351,256	351,256	0	79	0	0	0
30	380,867	280,908	99,958	80	0	0	0
31	304,589	304,589	0	81	0	0	0
32	330,266	330,266	0	82	0	0	0
33	358,107	358,107	0	83	0	0	0
34	388,296	388,296	0	84	0	0	0
35	421,029	375,908	45,121	85	0	0	0
36	407,597	359,575	48,021	86	0	0	0
37	389,888	389,888	0	87	0	0	0
38	422,755	422,755	0	88	0	0	0
39	458,394	458,394	0	89	0	0	0
40	497,036	477,707	19,329	90	0	0	0
41	517,977	517,977	0	91	0	0	0
42	561,643	503,968	57,674	92	0	0	0
43	546,453	546,453	0	93	0	0	0
44	592,519	592,519	0	94	0	0	0
45	642,468	640,493	1,975	95	0	0	0
46	694,487	694,487	0	96	0	0	0
47	753,032	753,032	0	97	0	0	0
48	816,513	747,244	69,268	98	0	0	0
49	810,237	810,237	0	99	0	0	0
50	878,540	535,702	342,838	100	0	0	0

Company Name Robindale

Exhibit AA

Printed on 03/13/2018

Project Robindale Charles Refuse

Site Name Charles Refuse



### AMD TREAT RECAPITIALIZATION COST

AMD TREAT

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. Vertical Flow Ponds	15,000	4	60,000	12	6	70,286
2. Aerobic Ponds	1,000	4	4,000	25	3	1,547
3. Aerobic Wetlands	1,000	3	3,000	20	3	1,640
4. Limestone Beds	2,000	2	4,000	10	7	5,924
5. Pond No.4	2,000	1	2,000	10	7	2,962
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  \$

Project Robindale: Dudley Site

Site Name

Life of Trust Fund	75	yrs
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
	82,359	82,359	Initial Fund Amount				
1	89,301	89,301	0	51	323,339	323,339	0
2	96,829	96,829	0	52	350,596	350,596	0
3	104,992	104,992	0	53	380,152	380,152	0
4	113,843	113,843	0	54	412,199	412,199	0
5	123,440	123,440	0	55	446,947	446,947	0
6	133,846	133,846	0	56	484,625	484,625	0
7	145,129	145,129	0	57	525,478	525,478	0
8	157,364	157,364	0	58	569,776	569,776	0
9	170,630	170,630	0	59	617,809	617,809	0
10	185,014	176,871	8,142	60	669,890	238,997	430,892
11	191,782	191,782	0	61	259,145	259,145	0
12	207,949	121,401	86,547	62	280,991	280,991	0
13	131,636	131,636	0	63	304,678	304,678	0
14	142,733	142,733	0	64	330,363	330,363	0
15	154,765	154,765	0	65	358,212	358,212	0
16	167,812	167,812	0	66	388,410	388,410	0
17	181,958	181,958	0	67	421,153	421,153	0
18	197,297	197,297	0	68	456,656	456,656	0
19	213,930	213,930	0	69	495,152	495,152	0
20	231,964	215,390	16,573	70	536,893	486,047	50,846
21	233,548	233,548	0	71	527,021	527,021	0
22	253,236	253,236	0	72	571,449	30,975	540,474
23	274,584	274,584	0	73	33,586	33,586	0
24	297,731	172,890	124,841	74	36,417	36,417	0
25	187,464	178,883	8,580	75	39,487	-0	39,487
26	193,963	193,963	0	76	0	0	0
27	210,314	210,314	0	77	0	0	0
28	228,044	228,044	0	78	0	0	0
29	247,268	247,268	0	79	0	0	0
30	268,113	253,119	14,993	80	0	0	0
31	274,457	274,457	0	81	0	0	0
32	297,594	297,594	0	82	0	0	0
33	322,681	322,681	0	83	0	0	0
34	349,883	349,883	0	84	0	0	0
35	379,378	379,378	0	85	0	0	0
36	411,360	231,281	180,079	86	0	0	0
37	250,778	250,778	0	87	0	0	0
38	271,919	271,919	0	88	0	0	0
39	294,841	294,841	0	89	0	0	0
40	319,698	289,176	30,520	90	0	0	0
41	313,554	313,554	0	91	0	0	0
42	339,986	339,986	0	92	0	0	0
43	368,647	368,647	0	93	0	0	0
44	399,724	399,724	0	94	0	0	0
45	433,421	433,421	0	95	0	0	0
46	469,958	469,958	0	96	0	0	0
47	509,576	509,576	0	97	0	0	0
48	552,533	292,776	259,756	98	0	0	0
49	317,457	317,457	0	99	0	0	0
50	344,219	298,201	46,018	100	0	0	0

Exhibit BB

(Revised 3-13-2018 for 2nd Amendment)

Payments into Trust by Robindale

<u>Begin Year</u>	<u>Initial Contribution</u>	<u>Annual Contribution</u>	<u>Calculated Trust Value</u>	<u>Necessary Trust Value</u>
2017	\$2,325,556.61		\$2,325,556.61	\$3,167,636.04
2018		\$225,000.00	\$2,550,556.61	\$5,745,513.18
2019		\$492,000.00	\$3,257,568.53	\$5,923,624.09
2020		\$492,000.00	\$4,024,181.56	\$6,107,256.43
2021		\$492,000.00	\$4,855,420.06	\$6,296,581.38
2022		\$492,000.00	\$5,756,731.98	\$6,491,775.40
2023		\$450,995.96	\$6,693,020.44	\$6,693,020.44

required trust annual meeting Jan 1, 2017  
add \$2,479,680.42 for Charles Site

5 year

Exhibit BB

Inflation = 3.10%  
Earnings = 8.43%

Note: the final amount deposited by January 1, 2022 may need to be adjusted to correspond with the performance of the Trust Fund.

## EXHIBIT CC

### List of Personal Property of Trust

Description of Item
1. Lime sillo and building
2. Telemetry and Electronics
3. lime feed conveyor
4. Mix tank
5. Blower aeration system
6. Reactor tank with lighting flash mixers
7. Flocculent feed system
8. decant pump and feed pump
9. Controller and ph meter
10.
11.
12.
13.
14.
15.
16.
17.
18.
19.

EXHIBIT DD

BILL OF SALE AND LICENSE AGREEMENT

This Bill of Sale and License Agreement is entered into this 7<sup>th</sup> day of JUNE, 2018, by and between Robindale Energy Services, Inc., a corporation, with its principal place of business at 224 Grange Hall Road, Armagh, PA 15920-0228 ("Transferor") and First National Trust Company, with a business address of 532 Main Street, Suite 5, Johnstown, PA 15901 as Trustee of the Robindale Global Treatment Trust ("Trustee").

Whereas, on June 18, 2018 Robindale Energy Services, Inc. entered into a Second Amendment to Postmining Treatment Trust Consent Order and Agreement dated November 19, 2014 with the Commonwealth of Pennsylvania, Department of Environmental Protection (the "Department") ("Second COA Amendment");

Whereas, on June 18, 2018 Robindale Energy Services, Inc. entered into a Second Amendment to Post-Mining Discharge Treatment Trust Agreement dated November 19, 2014 with First National Trust Company which established the Robindale Global Treatment Trust ("Second Trust Amendment"); and

Whereas, the Department requires Transferor to continue to treat the post-mining discharges covered by the Second COA Amendment, but also to immediately transfer the water treatment equipment and facilities to the Trustee to facilitate continued treatment of water and protection of the environment in the event Robindale Energy Services, Inc. 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 First National Trust Company, as Trustee of the Robindale Global Treatment Trust, all of its right, title and interest to the equipment, facilities, and other personal property (the "Personal Property") comprising the Charles Refuse Treatment Facilities, including, but not limited to, the equipment and other property described on Exhibit 1, attached hereto and made a part hereof, such transfer to be effective as of the date hereof (the "Effective Date").

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

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

Parts, additional equipment, replacements, and upgrades to the Personal Property and the treatment facilities and systems shall be done with the express written consent of the Trustee and

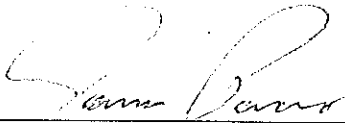
EXHIBIT DD

the Department. As a condition of the License hereby granted, Robindale Energy Services, Inc. agrees that all such parts, additional equipment, replacements, and upgrades shall immediately and automatically become the property of the First National Trust Company, as Trustee of the Robindale Global Treatment Trust. As long as this license is in effect and not terminated or revoked, Robindale Energy Services, Inc., or its successor, shall bear all risk of loss of the Personal Property.

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

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

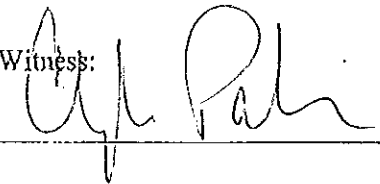
**TRANSFEROR:**  
Robindale Energy Services, Inc.



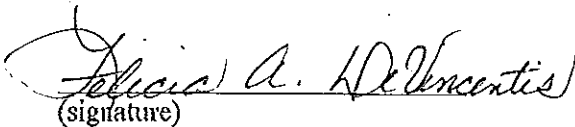
(signature)

By: JAMES PANZANO

Its: EVP

Witness: 

**TRUSTEE:**  
First National Trust Company



(signature)

By: Felicia A. DeVincentis

Its: Vice President, Relationship Advisor

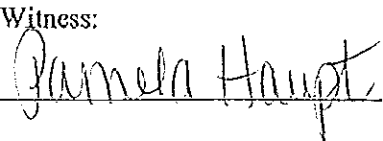
Witness: 



EXHIBIT DD

Exhibit 1

Transferred Personal Property

1. Lime Silo and building
2. Telemetry and Electronics
3. Lime feed conveyor
4. Mix tank
5. Blower Aeration system
6. Reactor tank with lighting flash mixers
7. Flocculent feed system
8. Decant pump and feed pump
9. Controller and pH meter