

EXHIBITS F-1 – F-9

Renton Refuse Area Exhibits

EXHIBIT F-1

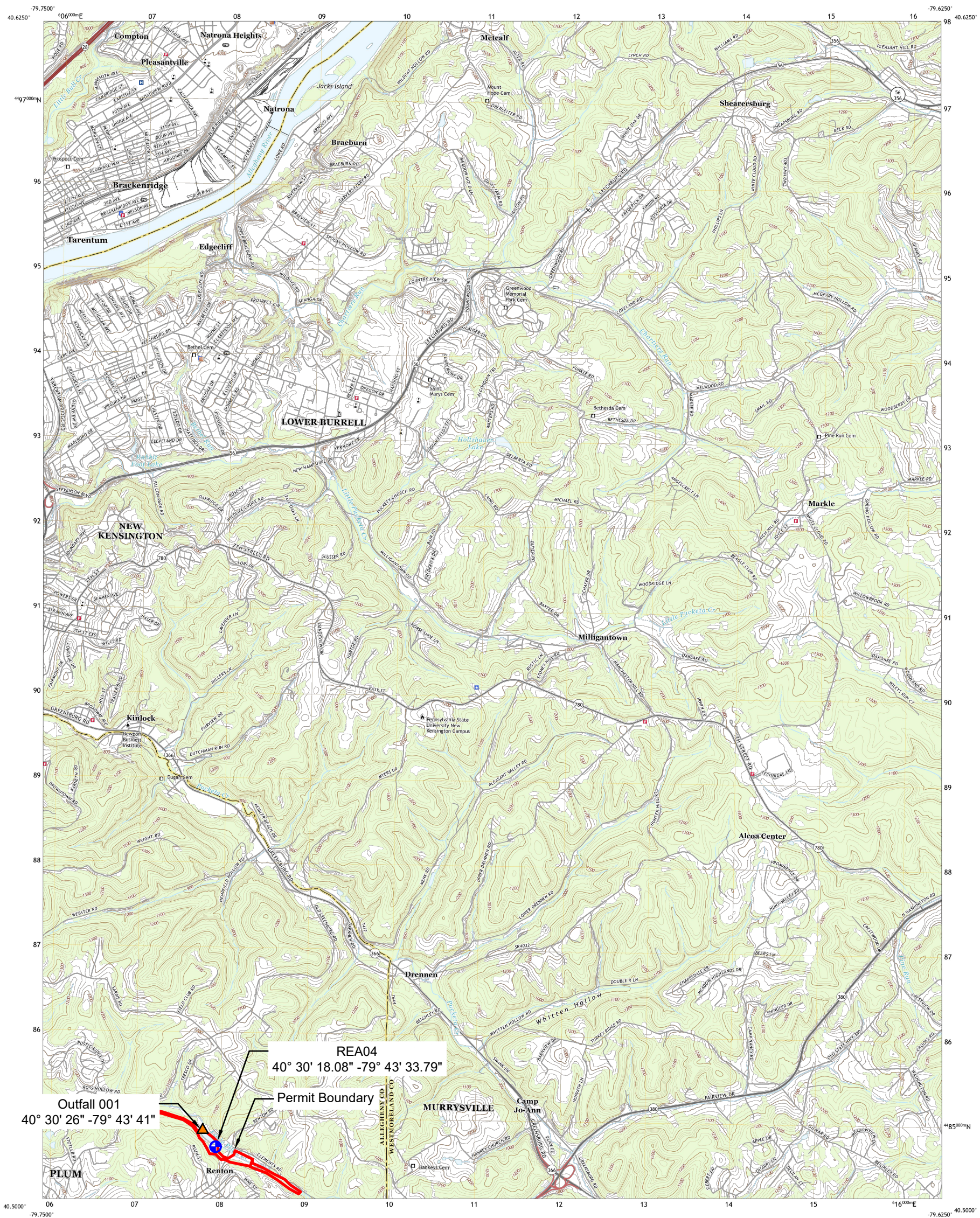
Topographic Map



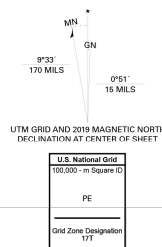
U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY



NEW KENSINGTON EAST QUADRANGLE
PENNSYLVANIA
7.5-MINUTE SERIES



Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84). Projection and
1 000-meter grid/Universal Transverse Mercator, Zone 17T
This map is not a legal document. Boundaries may be
generalized for this map scale. Private lands within government
reservations may not be shown. Obtain permission before
entering private lands.
Imagery.....NADP, June 2017 - December 2017
Roads.....U.S. Census Bureau, 2016
Names.....GNIS, 1979 - 2018
Hydrography.....National Hydrography Dataset, 2004
Contours.....National Elevation Dataset, 2010
Boundaries.....Multiple sources; see metadata file 2017 - 2018
Wetlands.....FWS National Wetlands Inventory 1977



CONTOUR INTERVAL 20 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988
This map was produced to conform with the
National Geospatial Program US Topo Product Standard, 2011.
A metadata file associated with this product is draft version 6.6.18

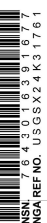


1	2	3
4	5	6
7	8	9

1 Curtsville
2 Freeport
3 Leechburg
4 New Kensington West
5 Vandergrift
6 Bradock
7 Murrysburg
8 Stickville



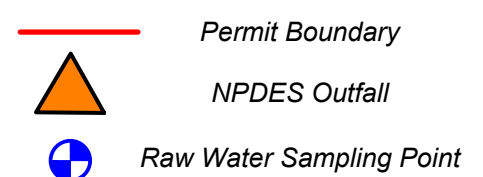
NEW KENSINGTON EAST, PA
2019



CONSOL Mining
Company LLC

Renton Location Map

Permit No. 02733702



SCALE:
NO SCALE

DATE:
October 17, 2022

EXHIBIT F-2

Raw Water Quality Data

Exhibit C - Renton Raw Water Data

Permit No. 02733702

Raw Water collected as part of a CONSOL internal voluntary program

Date*	Acidity (as CaCO3) - mg/L	Alkalinity, Total (as CaCO3) - mg/L	Aluminum, Total - mg/L	Chloride - mg/L	Flow Rate - GPM	Iron, Total - mg/L	Manganese, Total - mg/L	Osmotic Pressure - mOsm/Kg	pH - SU	Sulfate - mg/L	Total Dissolved Solids - mg/L	Total Suspended Solids - mg/L	Conductivity - umhos/cm	Calcium - mg/L	Magnesium - mg/L	Temperature - °C
30-Jul-2019	126.00	328.00	-	1,690.00	1,000.00	213.00	3.91	173.00	6.40	3,200.00	8,990.00	168.00	12,800.00	368.00	205.00	16.10
21-Aug-2019	N/A	296.00	-	1,640.00	800.00	211.00	4.02	197.00	6.40	3,200.00	9,080.00	140.00	11,400.00	385.00	209.00	15.80
6-Sep-2019	261.00	286.00	-	1,650.00	1,200.00	206.00	3.83	211.00	6.80	3,140.00	9,210.00	180.00	12,400.00	374.00	202.00	17.70
1-Oct-2019	N/A	217.00	-	1,640.00	1,600.00	250.00	4.81	210.00	6.40	3,400.00	8,830.00	114.00	12,500.00	436.00	264.00	19.20
5-Nov-2019	332.00	334.00	-	1,810.00	1,600.00	260.00	4.83	216.00	6.60	3,680.00	10,200.00	80.50	11,500.00	425.00	263.00	14.20
2-Dec-2019	N/A	N/A	N/A	N/A	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
16-Jan-2020	N/A	N/A	N/A	N/A	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5-Feb-2020	N/A	N/A	N/A	N/A	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
19-Feb-2020	N/A	N/A	N/A	N/A	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
13-Mar-2020	N/A	N/A	N/A	N/A	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1-Apr-2020	N/A	N/A	N/A	N/A	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
12-May-2020	N/A	N/A	N/A	N/A	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
15-Jun-2020	N/A	N/A	N/A	N/A	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
23-Jun-2020	N/A	N/A	N/A	N/A	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
15-Jul-2020	N/A	N/A	N/A	N/A	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5-Aug-2020	N/A	N/A	N/A	N/A	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
12-Aug-2020	N/A	N/A	N/A	N/A	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1-Sep-20	245.00	495.00	-	2,220.00	1,700.00	132.00	2.43	204.00	6.80	3,240.00	7,910.00	106.00	11,700.00	336.00	177.00	18.50
9-Sep-2020	368.00	432.00	-	2,330.00	1,700.00	158.00	3.08	207.00	7.40	3,650.00	8,950.00	252.00	12,300.00	372.00	196.00	20.10
5-Oct-2020	211.00	463.00	-	2,160.00	1,300.00	132.00	2.49	198.00	6.80	3,300.00	8,680.00	134.00	12,300.00	348.00	179.00	19.10
11-Nov-2020	N/A	N/A	N/A	N/A	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3-Dec-2020	N/A	N/A	N/A	N/A	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11-Dec-2020	N/A	N/A	N/A	N/A	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
13-Jun-2022	608.00	129.00	-	2,170.00	2,128.00	274.00	4.80	210.00	6.60	4,640.00	8,900.00	295.00	13,000.00	495.00	282.00	19.00
Average	307.29	331.11	-	1,923.33	542.83	204.00	3.80	202.89	6.69	3,494.44	8,972.22	163.28	12,211.11	393.22	219.67	17.74
All 0's for Aluminum were less than 0.16 mg/L																

*Note: Dates are provided as a reference. Different analytes may have been analyzed within one or two dates of the date shown

EXHIBIT F-3

NPDES Permit

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF DISTRICT MINING OPERATIONS

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
INDIVIDUAL PERMIT

NPDES PERMIT NO.: PA0023370 PERMITTEE NAME: Consol Mining Company, LLC
MINING PERMIT NO.: 02733702 OPERATION NAME: Renton Refuse Area
MUNICIPALITY: Plum Borough COUNTY: Allegheny

In compliance with the provisions of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (the "Act") and Pennsylvania's Clean Streams Law, as amended, 35 P.S. Section 691.1 et seq., the Department of Environmental Protection (Department) hereby approves the discharge to the following surface water(s):

001 - Little Plum Creek; 002 - Allegheny River

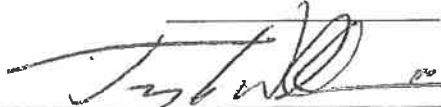
subject to all effluent limitations, monitoring and reporting requirements and other terms, conditions, criteria, and special requirements for the discharge as defined in this permit, to surface waters of the Commonwealth. This permit is issued pursuant to the authority in 25 Pa. Code Chapter 92a and is subject to the requirements of 25 Pa. Code Chapter 92a.

The authority granted by this permit is subject to the following further qualifications:

1. If there is a conflict between the application, its supporting documents and/or amendments and the terms and conditions of this permit, the terms and conditions shall apply.
2. Failure to comply with the terms, conditions, or effluent limitations of this permit is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application. 40 CFR 122.41(a)
3. A complete application for renewal or reissuance of this permit, or notice of intent to cease discharging by the expiration date, must be submitted to DEP at least 180 days prior to the above expiration date (unless permission has been granted by DEP for submission at a later date), using the appropriate NPDES permit application form. 40 CFR 122.41(b) 122.41(d). In the event that a timely and complete application for renewal or reissuance has been submitted and DEP is unable, through no fault of the permittee, to reissue the permit before the above expiration date, the terms and conditions of this permit, including submission of the Discharge Monitoring Reports (DMRs), will be automatically continued and will remain fully effective and enforceable against the discharger until DEP takes final action on the pending permit application. 25 Pa. Code 92a.7.
4. The permit may be terminated prior to the expiration date upon notice to and approval by the Department.
5. No condition of this permit shall release the operator from any responsibility or requirement under Pennsylvania, or Federal environmental statutes, and regulations or local ordinances.
6. This permit is subject to the requirements of the mining permit referenced above.

PERMIT ISSUANCE DATE:	<u>06/08/2021</u>	PERMIT EFFECTIVE DATE:	<u>07/01/2021</u>
PERMIT AMENDMENT ISSUANCE DATE:	<u>03/21/2024</u>	PERMIT AMENDMENT EFFECTIVE DATE:	<u>04/01/2024</u>
PERMIT EXPIRATION DATE:	<u>11/20/2024</u>	ORIGINAL PERMIT ISSUANCE DATE:	<u>11/21/1984</u>

AUTHORIZED BY:



Samuel Faith, District Mining Manager
California District Mining Office

PART A
EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

CMAF # 02733702

NPDES # PA0023370

1. MINE DRAINAGE TREATMENT FACILITIES

a. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS FOR OUTFALL

001

DISCHARGE TO: Little Plum Creek

FROM: Mine Drainage Treatment Plant

LAT: 40° 30' 25"

LONG: -79° 43' 42"

Based on the hydrologic data and anticipated wastewater characteristics and flows described in the permit application and its supporting document and/or revisions, the following effluent limitations and monitoring requirements apply to the subject outfall from PERMIT EFFECTIVE DATE to PERMIT EXPIRATION DATE:

Discharge Parameter		DISCHARGE LIMITATIONS ^{b.c.}				MONITORING REQUIREMENTS	
		Minimum	Average Monthly	Maximum Daily	Instant Maximum	Measurement Frequency	Sample Type
Flow	(mgd)	-	-	-	REPORT	2/month	measured
Iron	(mg/l)	-	3.0	6.0	7.0	2/month	grab
Suspended Solids	(mg/l)	-	35	70	90	2/month	grab
Manganese	(mg/l)	-	2.0	4.0	5.0	2/month	grab
Aluminum	(mg/l)	-	-	-	REPORT	2/month	grab
Sulfate	(mg/l)	-	-	-	REPORT	2/month	grab
Total Dissolved Solids	(mg/l)	-	-	-	REPORT	2/month	grab
Chloride	(mg/l)	-	-	-	REPORT	2/month	grab
Bromide	(mg/l)	-	-	-	REPORT	2/month	grab
pH	(mg/l)	6.0	-	-	9.0	2/month	grab
Alkalinity, Total as CaCO ₃	(mg/l)	-	-	-	REPORT	2/month	grab
Acidity, Total as CaCO ₃	(mg/l)	-	-	-	REPORT	2/month	grab
Alkalinity, Net	(mg/l)	0.0	-	-	-	2/month	calculated
Osmotic Pressure	(mOs/kg)	-	-	-	REPORT	2/month	grab

- ☐ This permit establishes effluent limitations in the form of implemented BMPs identified in the associated E&S Plan, Reclamation Plan and NPDES application for this permit. These BMPs restrict the rates and quantities of associated pollutants from being discharged into surface waters of the Commonwealth. The following BMPs apply:

- ☐ Oversized sediment basin (8600 ft³/ac or greater) ☐ Sediment basin ratio of 4:1 or greater (flow length:basin width)
☐ Sediment basin with 4-7 day detention ☐ Alternate/additional sediment controls during basin construction
☐ Flocculants ☐ Manual dewatering device ☐ Vegetated Riparian buffers ☐ Street sweeping
☐ Channels, collectors and diversions lined with permanent vegetation, rock, geotextile or other non-erosive materials
☐ Water reuse ☐ Sediment traps with infiltration trench ☐ Diversions ☐ Constructed wetlands ☐ Vegetated swales
☐ Manufactured devices ☐ Bio-retention ☐ Mulch immediately after top-soiling ☐ Land Preservation or non-use.

- b. Parameters subject to 24-hour, non-compliance reporting for limitations under B.2.(l)(6) of this permit are specified above.
- c. Samples taken in compliance with the monitoring requirements specified above shall be taken at the end of the discharge pipe when discharging.

PART A
EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

CMAF # 02733702

NPDES # PA0023370

1. MINE DRAINAGE TREATMENT FACILITIES

a. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS FOR OUTFALL: 002

DISCHARGE TO: Allegheny River

FROM: Settling Pond

LAT: 40° 32' 13.7"

LONG: 79° 46' 5.5"

Based on the hydrologic data and anticipated wastewater characteristics and flows described in the permit application and its supporting document and/or revisions, the following effluent limitations and monitoring requirements apply to the subject outfall from PERMIT EFFECTIVE DATE to PERMIT EXPIRATION DATE:

Discharge Parameter		DISCHARGE LIMITATIONS ^{b..}				MONITORING REQUIREMENTS	
		Minimum	Average Monthly	Maximum Daily	Instant Maximum	Measurement Frequency	Sample Type
Flow	(mgd)	-	-	-	REPORT	2/month	measured
Iron	(mg/l)	-	1.5	3.0	3.75	2/month	grab
Manganese	(mg/l)	-	1.0	2.0	2.5	2/month	grab
Aluminum	(mg/l)	-	-	-	Report	2/month	grab
Suspended Solids	(mg/l)	-	35	70	90	2/month	grab
pH	(s.u.)	6.0	-	-	9.0	2/month	grab
Alkalinity, Total as CaCO ₃	(mg/l)	-	-	-	REPORT	2/month	grab
Acidity, Total as CaCO ₃	(mg/l)	-	-	-	REPORT	2/month	grab
Alkalinity, Net	(mg/l)	0.0	-	-	-	2/month	calculated
Osmotic Pressure	(mOs/kg)	-	386	602	964	2/month	grab
Chloride	(mg/l)	-	-	-	REPORT	2/month	grab
Bromide	(mg/l)	-	-	-	REPORT	2/month	grab

- ☐ This permit establishes effluent limitations in the form of implemented BMPs identified in the associated E&S Plan, Reclamation Plan and NPDES application for this permit. These BMPs restrict the rates and quantities of associated pollutants from being discharged into surface waters of the Commonwealth. The following BMPs apply:

- ☐ Oversized sediment basin (8600 ft³/ac or greater) ☐ Sediment basin ratio of 4:1 or greater (flow length:basin width)
☐ Sediment basin with 4-7 day detention ☐ Alternate/additional sediment controls during basin construction
☐ Flocculants ☐ Manual dewatering device ☐ Vegetated Riparian buffers ☐ Street sweeping
☐ Channels, collectors and diversions lined with permanent vegetation, rock, geotextile or other non-erosive materials
☐ Water reuse ☐ Sediment traps with infiltration trench ☐ Diversions ☐ Constructed wetlands ☐ Vegetated swales
☐ Manufactured devices ☐ Bio-retention ☐ Mulch immediately after top-soiling ☐ Land Preservation or non-use.

- b. Samples taken in compliance with the monitoring requirements specified above shall be taken at the end of the discharge pipe when discharging.

Additional Requirements for Part A

(applicable to all outfalls, under all precipitation conditions)

1. pH must be between 6.0 and 9.0 at all times.
2. Alkalinity must be greater than acidity at all times.
3. Samples collected to comply with the monitoring requirements shall be taken while the facility is discharging at the outfall points listed above. The monitoring requirement frequencies apply to both continuous and non-continuous discharges; therefore, sampling is required in every month during which a discharge occurs. A monitoring report of "no discharge" should only be used to indicate that there was no discharge during the entire reporting period.
4. The discharger may not discharge floating materials, scum, sheen, or substances that result in deposits in the receiving water. Except as provided in the permit, the discharger may not discharge foam, oil, grease, or substances that produce an observable change in the color, taste, odor, or turbidity of the receiving water. [25 Pa. Code § 92a.41(c)]
5. The permittee shall not discharge oil and grease in such quantities "as may be harmful" pursuant to Section 311(b)(4) of the CWA and further defined in 40CFR 110.3(a)(b) to not violate applicable water quality standards; or cause a film or sheen upon or discoloration of the surface of the water or adjoining shoreline or cause a sludge or emulsion to be deposited beneath the surface of the water or adjoining shorelines.
6. The permittee may not discharge substances in concentration or amounts sufficient to be inimical or harmful to the water uses to be protected or to human, animal, plant or aquatic life. [25 Pa. Code § 93.6(a)]
7. The measurement frequency specified is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events.
8. The permittee shall provide analysis of samples collected from any new outfall no later than two years after the initial discharge of each facility in compliance with 40 CFR 122.21(k)(5)(vi). Specifically, sampling results are required for the pollutants listed in 40 CFR 122, Appendix D, Table III (Report All), and for Appendix D, Tables II and IV those that are expected to be present. This quantitative data requirement is subject to the small business exemption at 40 CFR 122.21(g)(8) for Tables II and IV.
9. The permittee shall provide an updated analysis of samples collected from all outfalls for the parameters listed in 40 CFR 122, Appendix D, Tables III and IV in compliance with 40 CFR 122.21 (G)(7) with the application for renewal. An analysis of all samples should be submitted of all parameters in Appendix D, Tables II and IV that are expected to be present. This quantitative data requirement is subject to the small business exemption at 40 CFR 122.21(g)(8) for Tables II and IV.
10. The Department reserves the right to reopen and modify this permit if, at any time, information becomes available that demonstrates that the established controls do not attain or maintain water quality criterion.

Mandated Standard Conditions for NPDES Permits

1. Definitions

The following definitions apply within this permit. Reference citations are given from sections of 40 CFR as noted which have been adopted by reference in 25 Pa. Code Chapter 92a.

- (a) "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility. [122.41(m)(1)(i)]
- (b) "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production. [122.41(m)(1)(ii)]
- (c) "Average monthly" discharge limitation means the highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month. [122.2]
- (d) "Maximum daily" discharge limitation means the highest allowable "daily discharge." [122.2]
- (e) "Daily discharge" means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the "Daily discharge" is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the "daily discharge" is calculated as the average measurement of the pollutant over the day. [122.2]
- (f) "Average" refers to the use of an arithmetic mean, unless otherwise specified in this permit. [122.41(l)(4)(iii)]
- (g) "Instantaneous Maximum" means the highest allowable discharge of a concentration or mass at any one time as measured by a grab sample. [92a.2]
- (h) "Composite Sample" means a combination of individual samples obtained at regular intervals over a time period. Either the volume of each individual sample is proportional to discharge flow rates, or the sampling interval (for constant volume samples) is proportional to the flows rates, over the time period used to produce the composite.

The maximum time period between individual samples shall not exceed two hours, except that for wastes of a uniform nature the samples may be collected on a frequency of at least twice per working shift and shall be equally spaced over a 24-hour period (or over the operating day if flows are of a shorter duration).
- (i) "Grab Sample" means an individual sample collected at a randomly-selected time over a period not to exceed 15 minutes.
- (j) "Measured Flow" means any method of liquid volume measurement, the accuracy of which has been previously demonstrated in engineering practice, or for which a relationship to absolute volume has been obtained.
- (k) "At Outfall XXX" means a sampling location in outfall line XXX below the last point at which wastes are added to outfall line XXX, or where otherwise specified.
- (l) "Estimate" means to be based on a technical evaluation of the sources contributing to the discharge including, but not limited to pump capabilities, water meters and batch discharge volumes.
- (m) "Toxic Pollutant" means any pollutant listed as toxic under Section 307(a)(1) of the Clean Water Act. [122.2]
- (n) "Hazardous Substance" means any substance designated under 40 CFR Part 116 pursuant to Section 311 of the Clean Water Act. [122.2]
- (o) "Best Management Practices" ("BMPs") are activities, facilities, measures, or procedures used to protect and maintain the quality of waters, and existing and designated uses within this Commonwealth. BMPs include E&S Plans,

Reclamation Plans, Storm Water Management Act Plans, and other treatment requirements, operating procedures, and practices to control project site runoff, spillage or leaks, and other drainage from the mining activity.

- (p) "Erosion and Sediment Control Plan" ("E&S Plan") is a site-specific plan included with the mining permit or authorization application identifying BMPs to minimize accelerated erosion and sedimentation and which meets the requirements of 25 Pa. Code Chapter 102.
- (q) "Point Source" means a discernible, confined and discrete conveyance, including, but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, CAAP, CAFO, landfill leachate collection system, or vessel or other floating craft from which pollutants are or may be discharged. [25 Pa. Code 92a.2]
- (r) "Operator" means a person or entity conducting mining activity that is covered by this permit. The operator name must match the "Permittee" in relation to their mining permit or exploration activity approval and also that of "Operator" in the associated mine operator's license.
- (s) "Reclamation Plan" means approved documentation made part of a permit or exploration notice that describes how the permittee will restore the land surface as required by the appropriate regulations to meet an approved post-mining land use. This plan includes activities such backfilling, regrading, soil stabilization, and revegetation. Once the permittee completes the reclamation plan, reclamation bond(s) may be released for a permitted mine site.
- (t) "Stormwater" means surface runoff and drainage resulting from precipitation events, including ice and snowmelt runoff. [122.26(b)(13)]
- (u) "Dry weather flow" means the base flow or surface discharge from an area or treatment facility which occurs immediately prior to a precipitation event and which resumes 24 hours after the precipitation event ends. [25 Pa. Code §§ 87.1, 88.1, 89.1, and 90.1]
- (v) "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation. [122.41(n)(1)]

2. Standard Federal Conditions

40 CFR Sections 122.41 and 122.42 require that the following conditions are applied to all permits.

(a) *Duty to comply.* [92a.41(a)(1) and 122.41(a)] The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Clean Water Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application.

(1) The permittee shall comply with effluent standards or prohibitions established under section 307(a) of the Clean Water Act for toxic pollutants and with standards for sewage sludge use or disposal established under section 405(d) of the CWA within the time provided in the regulations that establish these standards or prohibitions or standards for sewage sludge use or disposal, even if the permit has not yet been modified to incorporate the requirement.

(2) The Clean Water Act provides that any person who violates section 301, 302, 306, 307, 308, 318 or 405 of the Act, or any permit condition or limitation implementing any such sections in a permit issued under section 402, or any requirement imposed in a pretreatment program approved under sections 402(a)(3) or 402(b)(8) of the Act, is subject to a civil penalty not to exceed \$25,000 per day for each violation. Section 309(d) of the CWA, 33 U.S.C. § 1319(d), provides that any person who violates Section 301 of the CWA, 33 U.S.C. § 1311, or violates any permit condition or limitation in a permit issued pursuant to Section 402 of the CWA, 33 U.S.C. § 1342, shall be subject to a civil penalty payable to the United States of up to \$25,000 per day for each violation, which, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990, as amended by the Debt Collection Improvement Act of 1996, and the subsequent Civil Monetary Penalty Inflation Adjustment Rule, 40 C.F.R. Part 19, was increased to \$32,500 per day for each violation occurring on or after March 15, 2004, and \$37,500 per day for each violation occurring on or after January 12, 2009. The Clean Water Act provides that any person who *negligently* violates sections 301, 302, 306, 307, 308, 318, or 405 of the Act, or any condition or limitation implementing any of such sections in a permit issued under section 402 of the Act, or any requirement imposed in a pretreatment program approved under section 402(a)(3) or 402(b)(8) of the Act, is subject to criminal penalties of \$2,500 to \$25,000 per day of violation, or imprisonment of not more than 1 year, or both. In the case of a second or subsequent conviction for a negligent violation, a person shall be subject to criminal penalties of not

more than \$50,000 per day of violation, or by imprisonment of not more than 2 years, or both. Any person who knowingly violates such sections, or such conditions or limitations is subject to criminal penalties of \$5,000 to \$50,000 per day of violation, or imprisonment for not more than 3 years, or both. In the case of a second or subsequent conviction for a knowing violation, a person shall be subject to criminal penalties of not more than \$100,000 per day of violation, or imprisonment of not more than 6 years, or both. Any person who knowingly violates section 301, 302, 303, 306, 307, 308, 318 or 405 of the Act, or any permit condition or limitation implementing any of such sections in a permit issued under section 402 of the Act, and who knows at that time that he thereby places another person in imminent danger of death or serious bodily injury, shall, upon conviction, be subject to a fine of not more than \$250,000 or imprisonment of not more than 15 years, or both. In the case of a second or subsequent conviction for a knowing endangerment violation, a person shall be subject to a fine of not more than \$500,000 or by imprisonment of not more than 30 years, or both. An organization, as defined in section 309(c)(3)(B)(iii) of the CWA, shall, upon conviction of violating the imminent danger provision, be subject to a fine of not more than \$1,000,000 and can be fined up to \$2,000,000 for second or subsequent convictions.

(3) Any person may be assessed an administrative penalty by the Administrator for violating section 301, 302, 306, 307, 308, 318 or 405 of this Act, or any permit condition or limitation implementing any of such sections in a permit issued under section 402 of this Act. Administrative penalties for Class I violations are not to exceed \$10,000 per violation, with the maximum amount of any Class I penalty assessed not to exceed \$25,000. Penalties for Class II violations are not to exceed \$10,000 per day for each day during which the violation continues, with the maximum amount of any Class II penalty not to exceed \$125,000.

(b) *Duty to reapply.* [92a.41(a)(2) and 122.41(b)] If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for and obtain a new permit.

(c) *Need to halt or reduce activity not a defense.* [92a.41(a)(3) and 122.41(c)] It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

(d) *Duty to mitigate.* [92a.41(a)(4) and 122.41(d)] The permittee shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

(e) *Proper operation and maintenance.* [92a.41(a)(5) and 122.41(e)] The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with the conditions of the permit.

(f) *Permit actions.* [92a.41(a)(6) and 122.41(f)] This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.

(g) *Property rights.* [92a.41(a)(7) and 122.41(g)] This permit does not convey any property rights of any sort, or any exclusive privilege.

(h) *Duty to provide information.* [92a.41(a)(8) and 122.41(h)] The permittee shall furnish to the Department, within a reasonable time, any information which the Department may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The permittee shall also furnish to the Department upon request, copies of records required to be kept by this permit.

(i) *Inspection and entry.* [92a.41(a)(9) and 122.41(i)] The permittee shall allow the Department, or an authorized representative (including an authorized contractor acting as a representative of the Department or EPA), upon presentation of credentials and other documents as may be required by law, to:

(1) Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;

(2) Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;

(3) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and

(4) Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act, any substances or parameters at any location.

(j) Monitoring and records. [92a.41(a)(10) and 122.41(j)]

(1) Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.

(2) Except for records of monitoring information required by this permit related to the permittee's sewage sludge use and disposal activities, which shall be retained for a period of at least five years (or longer as required by 40 CFR part 503), the permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least 3 years from the date of the sample, measurement, report or application. This period may be extended by request of the Department at any time.

(3) Records of monitoring information shall include:

- (i) The date, exact place, and time of sampling or measurements;
- (ii) The individual(s) who performed the sampling or measurements;
- (iii) The date(s) analyses were performed;
- (iv) The individual(s) who performed the analyses;
- (v) The analytical techniques or methods used, including detection limits; and
- (vi) The results of such analyses.

(4) Monitoring must be conducted according to test procedures approved under 40 CFR Part 136 unless another method is required under 40 CFR subchapters N or O.

(5) The Clean Water Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$10,000, or by imprisonment for not more than 2 years, or both. If a conviction of a person is for a violation committed after a first conviction of such person under this paragraph, punishment is a fine of not more than \$20,000 per day of violation, or by imprisonment of not more than 4 years, or both.

(k) Signatory requirement. [92a.41(a)(11) and 122.41(k)]

(1) All applications, reports, or information submitted to the Department shall be signed and certified. (See § 122.22)

(2) The CWA provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or non-compliance shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than 6 months per violation, or by both.

(l) Reporting requirements [92a.41(a)(12) and 122.41(l)]

(1) *Planned changes.* The permittee shall give notice to the Department as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required only when:

- (i) The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in § 122.29(b); or
- (ii) The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements under § 122.42(a)(1).

- (iii) The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan;
- (2) *Anticipated noncompliance.* The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.
- (3) *Transfers.* This permit is not transferable to any person except after notice to the Department. The Department may require modification or revocation and reissuance of the permit to change the name of the permittee and incorporate such other requirements as may be necessary under the Clean Water Act. (See § 122.61; in some cases, modification or revocation and reissuance is mandatory.)
- (4) *Monitoring reports.* Monitoring results shall be reported at the intervals specified elsewhere in this permit.
 - (i) Monitoring results must be reported on a DMR or forms provided or specified by the Department for reporting results of monitoring of sludge use or disposal practices.
 - (ii) If the permittee monitors any pollutant more frequently than required by the permit using test procedures approved under 40 CFR Part 136, or another method required for an industry-specific waste stream under 40 CFR subchapters N or O, the results of such monitoring shall be included in the calculation and reporting of the data submitted in the DMR or sludge reporting form specified by the Department.
 - (iii) Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified by the Department in the permit.
 - (iv) Monitoring results obtained each month shall be summarized for that month and reported on a DMR.
 - (v) The DMR shall be submitted quarterly within 28 days after the end of the quarter to the appropriate District Mining Office unless submitting DMRs electronically.
- (5) *Compliance schedules.* Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this permit shall be submitted no later than 14 days following each schedule date.
- (6) *Twenty-four hour reporting.*
 - (i) The permittee shall report any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within 5 days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.
 - (ii) The following shall be included as information which must be reported within 24 hours under this paragraph.
 - (A) Any unanticipated bypass which exceeds any effluent limitation in the permit. (See § 122.44(g)).
 - (B) Any upset which exceeds any effluent limitation in the permit.
 - (C) Violation of a maximum daily discharge limitation for any of the pollutants listed by the Department in the permit to be reported within 24 hours. (See § 122.44(g).)
 - (iii) The Department may waive the written report on a case-by-case basis for reports under paragraph (i)(6)(ii) of this section if the oral report has been received within 24 hours.

(7) *Other noncompliance.* The permittee shall report all instances of noncompliance not reported under paragraphs (l) (4), (5), and (6) of this section, at the time monitoring reports are submitted. The reports shall contain the information listed in paragraph (l)(6) of this section.

(8) *Other information.* Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Department, it shall promptly submit such facts or information.

(9) *Electronic Reporting* The permittee shall use DEP's electronic Discharge Monitoring Report (eDMR) system to report the results of compliance monitoring under this permit - see <https://www.dep.pa.gov/Business/Land/Mining/Pages/Electronic-Submission-Of-eDMRs-For-Mining.aspx>. Permittees that are not using the eDMR system as of the effective date of this permit shall submit the necessary registration forms to DEP's Bureau of Mining Programs Division of Permitting and Compliance within 30 days of the effective date of this permit and begin using the eDMR system when notified by DEP to do so. (25 Pa. Code §§ 92a.3(c), 92a.41(a), 92a.61(g) and 40 CFR § 122.41(l)(4))

(m) *Bypass* [92a.41(m) and 122.41(a)(13)]

(1) *Bypass not exceeding limitations.* The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of (2) and (3) below.

(2) *Notice* —

(i) *Anticipated bypass.* If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible at least ten days before the date of the bypass.

(ii) *Unanticipated bypass.* The permittee shall submit notice of an unanticipated bypass as required in paragraph (l)(6) of this section (24-hour notice).

(3) *Prohibition of bypass.*

(i) Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless:

(A) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

(B) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

(C) The permittee submitted notices as required under paragraph (2)(i-ii) of this section.

(ii) The Department may approve an anticipated bypass, after considering its adverse effects, if the Department determines that it will meet the three conditions listed above in paragraph (m)(3)(i) of this section.

(n) *Existing manufacturing, commercial, mining, and silvicultural dischargers.* [92a.42 and 122.42(a)]

In addition to the reporting requirements above, all existing manufacturing, commercial, mining, and silvicultural dischargers must notify the Department as soon as they know or have reason to believe:

(1) That any activity has occurred or will occur which would result in the discharge, on a routine or frequent basis, of any toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":

(i) One hundred micrograms per liter (100 µg/l);

- (ii) Two hundred micrograms per liter (200 µg/l) for acrolein and acrylonitrile; five hundred micrograms per liter (500 µg/l) for 2,4-dinitrophenol and for 2-methyl-4,6-dinitrophenol; and one milligram per liter (1 mg/l) for antimony;
- (iii) Five (5) times the maximum concentration value reported for that pollutant in the permit application in accordance with § 122.21(g)(7); or
- (iv) The level established by the Department in accordance with § 122.44(f).

(2) That any activity has occurred or will occur which would result in any discharge, on a non-routine or infrequent basis, of a toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":

- (i) Five hundred micrograms per liter (500 µg/l);
- (ii) One milligram per liter (1 mg/l) for antimony;
- (iii) Ten (10) times the maximum concentration value reported for that pollutant in the permit application in accordance with § 122.21(g)(7).
- (iv) The level established by the Department in accordance with § 122.44(f).

3. Standard State Conditions

(a) All discharges authorized by the NPDES permit shall be consistent with the terms and conditions of the permit; that facility expansions, production increases or process modifications which result in new or increased discharges of pollutants shall be reported by submission of a new application or, if the discharge does not violate effluent limitations specified in the NPDES permit, by submission to the Department of notice of the new or increased discharges of pollutants, that the discharge of any pollutant more frequently than or at a level in excess of that identified and authorized by the permit shall constitute a violation of the terms and conditions of the permit.

(b) The permittee must comply with applicable water quality standards, including the narrative standards found at 25 Pa. Code § 93.6.

(c) The permittee shall comply with the immediate oral notification requirements of 25 Pa. Code § 91.33 (relating to incidents causing or threatening pollution). Oral notification is required as soon as possible, but no later than 4 hours after the permittee becomes aware of the incident causing or threatening pollution. A written submission shall also be provided within 5 days of the time the permittee becomes aware of the incident causing or threatening pollution. The written submission must conform to the requirements of 40 CFR 122.41(l)(6). [92a.41(b)]

4. Preparedness, Prevention and Contingency (PPC) Plans

(a) Persons subject to this permit shall maintain a Preparedness, Prevention and Contingency (PPC) plan.

(b) The permittee shall periodically review, update and amend the PPC Plan at least once a year and whenever the information submitted in the plan is no longer accurate.

(c) The permit does not authorize the discharge of any polluting substances resulting from an on-site spill. Such spills shall be controlled through proper implementation of a PPC Plan.

(d) This permit does not authorize any discharge (stormwater or non-stormwater), which contains any pollutant that may cause or contribute to an impact on aquatic life or pose a substantial hazard to human health or the environment due to its quantity or concentration.

(e) Operator personnel shall conduct site compliance evaluations using the Annual Inspection Form at least once a year. All areas shall be visually inspected for evidence of, or the potential for pollutants entering the drainage system. Measures to reduce pollutant loading shall be evaluated to determine whether they are adequate, and properly implemented in accordance with the terms of this permit or whether additional control measures are needed. Stormwater management measures, E&S plan measures and other structural pollution prevention measures shall be observed to ensure that they are operating correctly. The PPC Plan shall be revised as needed within 15 days of such inspection with implementation of any changes occurring not more than 90 days after the inspection.

NPDES INDIVIDUAL PERMIT CONDITIONS

1. Operation and Maintenance of Erosion and Sedimentation Plan
 - a. The permittee shall implement the erosion and sedimentation plan contained in Module 11 and approved under Coal Mining Activity Permit Number 02733702.
 - b. The permittee shall be responsible for the inspection, maintenance, and repair of the erosion and sedimentation control BMPs to ensure that the proposed system continues to function as designed until final bond release occurs for the mine site.
 - c. All BMPs shall be inspected by the responsible entity on a regularly scheduled basis and, at minimum, once a quarter and after all major storm events (greater than 0.5 inch in 24 hours). A qualified representative of the operator must perform inspections of the facilities. The inspections shall determine the operational condition, safety, and the effectiveness of the BMP. Based on the inspection results, an inspection report shall generate a listing of maintenance needs or repairs required. The permittee shall keep a listing of the repairs needed and a schedule for corrective action. Corrective actions shall be performed within the schedule. Written records shall be kept of all inspections and maintenance work performed related to the discharge management facilities.
 - d. The permittee is responsible to renew this NPDES permit until such time that the area is stabilized, and no further earth disturbance will occur.
2. Special Conditions
 - a. The permittee shall conduct one sample analysis for arsenic, copper, selenium, cyanide, phenols at Outfall 001 within 90 days of permit issuance using the test method as below. If the concentration of arsenic, copper, selenium, cyanide, phenols in the discharge exceeds $\frac{1}{2}$ criteria, permittee will continue sampling for arsenic, copper, selenium, cyanide, phenols for six samples twice per month at the outfall, upstream and downstream of the outfall. Once six (6) sample analyses are collected at each location then the data and lab sheets shall be submitted to the addresses below: If the reasonable potential analysis indicates that effluent limitations are required for arsenic, copper, selenium, cyanide, phenols, then DEP will issue a department-initiated amendment. The permittee shall continue sampling the outfalls for arsenic, copper, selenium, cyanide, phenols present above $\frac{1}{2}$ the criterion, twice per month until notified by DEP staff by letter that sampling is no longer required.

PADEP California District Mining Office
ATTN: Environmental Group Manager – Permits Engineering Section
25 Technology Drive
Coal Center, PA 15423

PADEP- New Stanton District Mining Office
MCI Plum Borough, Allegheny County
PO Box 133
New Stanton, PA 15672

Constituent	Criterion Level (ug/l)	Target Quantitative Level (ug/l)	Approved Test
Arsenic	10.0	3.0	3113 B, 3500B, 200.8 & 200.9
Copper	9.0	4.0	3113 B, 200.7, 200.8, 200.9 & 3500-Cu B
Selenium	4.6	5.0	3113B, 200.9 & 3114B
Cyanide	5.2	10	335.4
Phenols	5.0	5.0	420.1&420.4

b. Compliance Schedule

The permittee shall conduct and implement the treatment for osmotic pressure to meet the assigned limits, according to the following compliance schedule or as soon as practicable whichever is sooner. All information required shall be submitted to the address as above.

Schedule for Osmotic Pressure

(i)	Submit a report evaluating the influent and effluent of the treatment system and define reduction required.	12 Months After Permit Effective Date
(ii)	Submit a report describing its evaluation of treatment technology options for treating osmotic pressure in a manner which will assure compliance with the assigned effluent limitation	24 Months After Permit Effective Date
(iii)	Submit treatment plan and complete applications for all permits necessary for the treatment equipment to the Department for approval	36 Months After Permit Effective Date
(iv)	Commence construction and/or installation of treatment technology for meeting osmotic pressure limits	48 Months After Permit Effective Date
(v)	Compliance with final limits	From 01/01/2024 to the end of permit term

The existing compliance schedule from previous permit for OP that was for 60 months when issued on 12/03/2018 and effective on 01/01/2019. The compliance schedule for OP will become effective during this term of the renewal. Less stringent limit is from the effective date to the 12/31/2023 for "monitor and report" for OP and then WQBEL is from 01/01/2024 to the end of permit term.

(a) Progress Reports

The Permittee shall submit progress reports every six months starting in July 2019 until compliance with final effluent limitations is achieved (Jan 01 and July 01 of each year) to the Environmental Group Manager and MCI at the addresses above. Reports shall include updates, attainment or any progress made toward milestones, summary of results of any supplemental sampling and a discussion of compliance or non-compliance with interim and/or final requirements.

(b) Modification

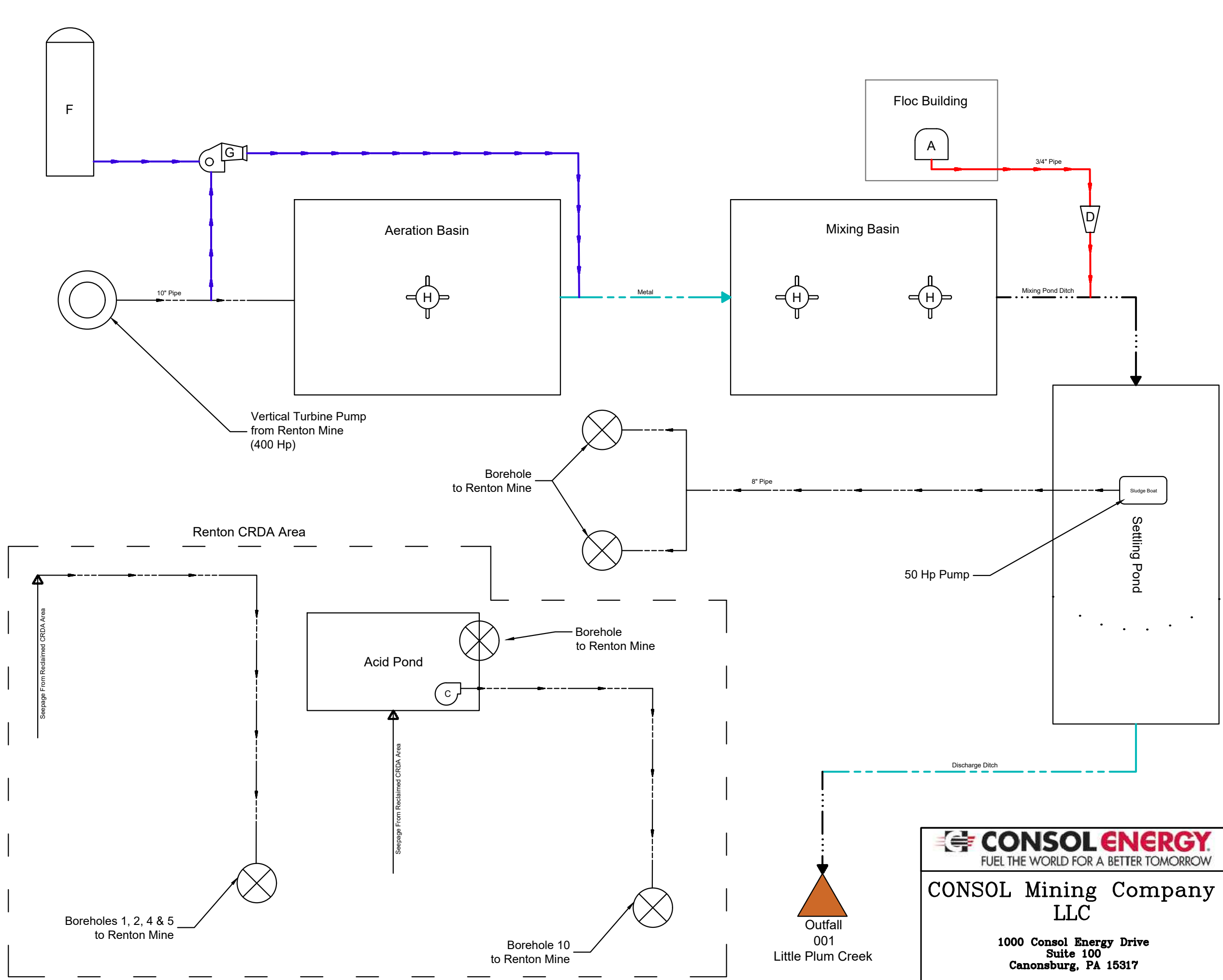
i Pursuant to 40 CFR § 122.62, the permittee may request the Department for approval of a modification of the time period for completing steps (iv or v) of the compliance schedule in the table above (completion of construction and start-up of the treatment plant modifications). The permittee's request for approval of a modification must demonstrate that the respective compliance schedule step cannot be completed within the prescribed time period. The permittee shall also provide an alternative time frame for completion of construction and start-up of the treatment technology; the alternative must be based on completing construction as soon as possible. The permittee's economic inability to comply with any of the obligations of this Compliance Schedule shall not be grounds for any extension of time.

ii The permittee shall submit a request for modification of the compliance schedule pursuant to this paragraph in writing to the Department within 10 working days of the date the permittee becomes aware or reasonably should have become aware of the event impeding performance. The written submission shall include all necessary documentation specifying the reasons for the delay, the expected duration of the delay, and the efforts which have been made and are being made by the permittee to mitigate the effects of the event and to minimize the length of the delay. The initial written submission may be supplemented within ten working days of its submission.

iii The Department will decide whether to grant all or part of the extension requested on the basis of all documentation submitted by the permittee and any other information available to the Department and will notify the permittee if writing of its decision. In any subsequent litigation, UMC0 Energy, Inc. shall have the burden of proving that the Department's refusal to grant the requested extension was an abuse of discretion based upon the information then available.

EXHIBIT F-4

Treatment Flow Diagram



Legend

HDPE Piping (DR 11)

PVC Line

Rock Lined Ditch

Lime Addition Piping

Open Trough

Turbidity Boom

Floc

275 Gal AST

10 HP Pump

Metering Pump

50 Ton Lime Silo

Variable Speed Screw Feeder & Process Pump

60 Hp Floating Aerator

Note: AST are owned by the chemical supply company.

FUEL THE WORLD FOR A BETTER TOMORROW

CONSOL Mining Company

LLC

1000 Consol Energy Drive

Suite 100

Canonsburg, PA 15317

Renton Flow Diagram

Permit No: 02733702

Scale:

NO SCALE

Date:

February 08, 2021

Drawing No:

EXHIBIT A - Plant Flow Diagrams

EXHIBIT F-5

Rights of Entry

**Table of Contents for the Consent to Right of Entry
Renton Treatment Plant**

Parcel Number (Part or Whole)	Current Owner (As of Effective Date)	Description	Consent to Right of Entry Obtained?
1100-F-00026	HIGHBERGER LOIS A & MARION F (H)	3 rd Party	
1100-K-00045	GALIA JEFFREY L & KELLY M (W)	3 rd Party	
1100-L-00239	CONTI KATHLEEN	3 rd Party	✓
1100-L-00249	MOREL CRAIG A	3 rd Party	
1099-L-00275	CHRISTINE M CROWE IRREVOCABLE TRUST	3 rd Party	
1100-G-00171	COAL VALLEY PROPERTIES LLC	3 rd Party	✓
1237-A-00069	CONSOL MINING COMPANY LLC	CONSOL Owned	✓
1237-K-00321	KLEMENCIC PAUL M	3 rd Party	
1099-L-00280	HANTZ C DAMIAN	3 rd Party	
1100-G-00252	FITZGERALD JAMES F & MARIE H (W)	3 rd Party	
1100-F-00240	1100 MALLISEE RD LLC	3 rd Party	
1100-K-00030	GALIA JEFFREY L & KELLY M (W)	3 rd Party	
1101-D-00107	MCCLOSKEY RICHARD H JR	3 rd Party	
1100-F-00200	1100 MALLISEE RD LLC	3 rd Party	
0970-D-00249	BOROUGH OF PLUM	3 rd Party	
1099-E-00002	BOROUGH OF PLUM	3 rd Party	
1099-L-00001	BOROUGH OF PLUM	3 rd Party	
1099-L-00336	DUQUESNE LIGHT COMPANY	3 rd Party	
1100-F-00020	HIGHBERGER LOIS A & MARION F (H)	3 rd Party	
1100-F-00022	DAQUILA ROBERT A	3 rd Party	
1237-N-00287	MCCLOSKEY RICHARD H JR	3 rd Party	
1099-K-00249	CONSOL MINING COMPANY LLC	CONSOL Owned	✓
1100-P-00053	CONSOL MINING COMPANY LLC	CONSOL Owned	✓

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: CONSOL MINING COMPANY LLC Name: _____

Address: 275 Technology Drive Suite 101 Canonsburg, PA 15317
Address: _____

WHEREAS, the Property Owner(s) own surface property containing 47.42 acres located in Plum Township, Allegheny County, Pennsylvania, and described in Deed Book Volume 15502, Page 1, in the Allegheny 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, CONSOL Mining Company LLC ("*Operator*") conducted surface mining activities on or adjacent to the Property pursuant to Surface Mining Permit No. 02733702;

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;

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 Allegheny

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: Anthony M. Drezewski
Title: Vice President

Witness

For the Department of Environmental Protection:

Name: Sam Faith
Title: District Mining 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 6 day of May, 2024.

The Property Owner(s)

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

Name: Anthony M. Drezewski, Vice President

ACKNOWLEDGEMENT

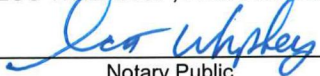
STATE OF PENNSYLVANIA :
 :
COUNTY OF WASHINGTON : ss

On this, the 6 day of May, 2024, before me, the undersigned Notary, personally appeared

Anthony M. Drezewski, Vice President of CONSOL Mining Company LLC,
(Name (s))

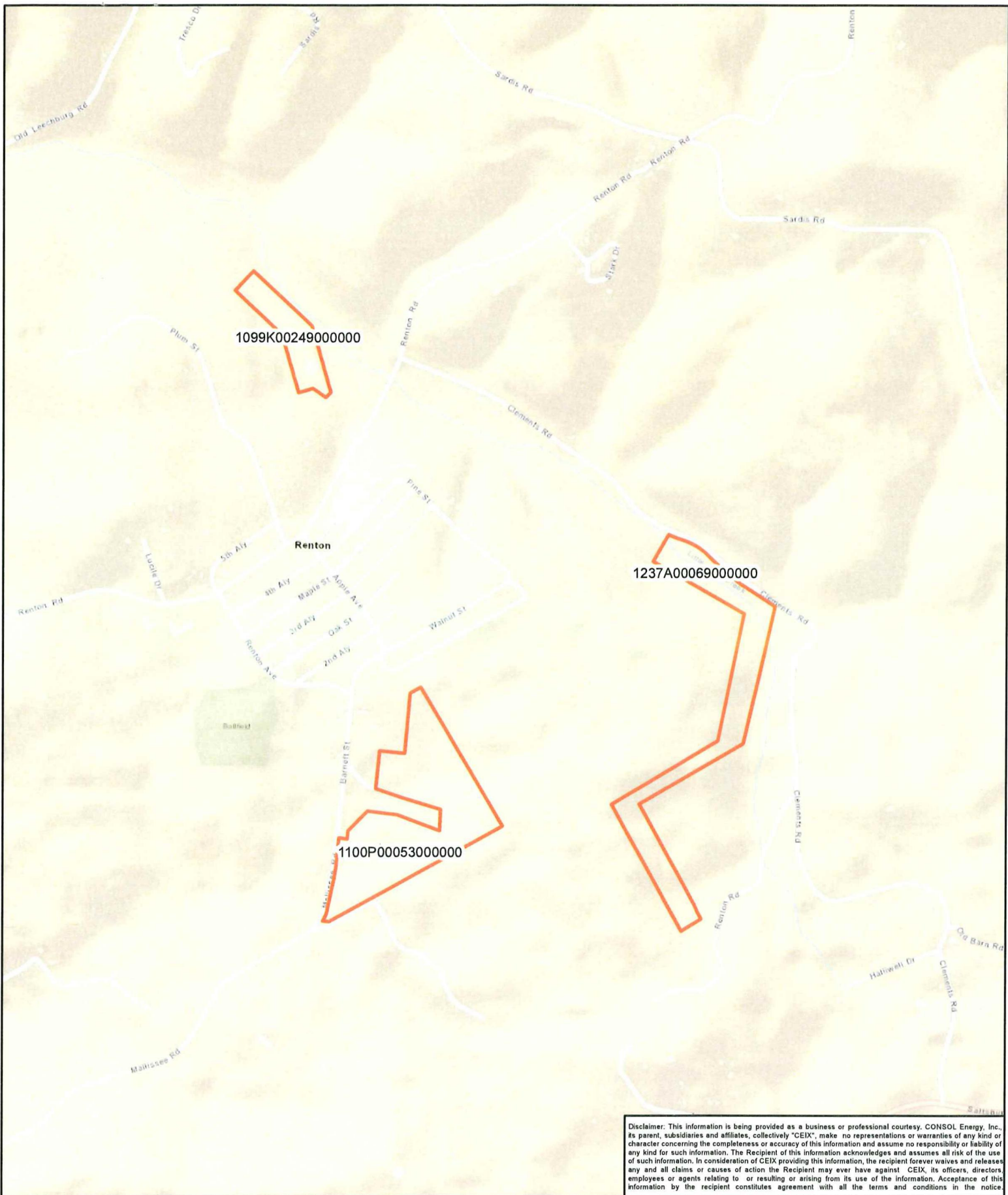
known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to this instrument, and who acknowledged that he, she or they) have executed the same and desire it to be recorded.

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

(SEAL) 
Notary Public

My Commission Expires: 9/23/2026

Commonwealth of Pennsylvania - Notary Seal
Scott Whipkey, Notary Public
Greene County
My commission expires September 23, 2026
Commission number 1285876
Member, Pennsylvania Association of Notaries



Parcel 	 1 inch = 1,000 feet This map is property of CONSOL Energy, Inc. and contains information that is proprietary and confidential in nature and may not be copied or reproduced without prior written consent.	Exhibit A Permit 02733702 <table border="1"> <tr> <td>Date: 5/6/2024</td> <td>Prepared By: GIS</td> </tr> <tr> <td>Revisions: 0</td> <td>Approved By:</td> </tr> </table>		Date: 5/6/2024	Prepared By: GIS	Revisions: 0	Approved By:
				Date: 5/6/2024	Prepared By: GIS		
Revisions: 0	Approved By:						

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: Kathleen Conti

Name: Janet L. Quast

Address: 723 3rd Ave.
Verona, PA 15147

Address: 285 McKenzic Dr
Penn Hills, PA 15235

WHEREAS, the Property Owner(s) own surface property containing 0.71 acres located in Plum Borough Township, Allegheny County, Pennsylvania, and described in Deed Book Volume 13648 Page 97, in the Allegheny 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, CONSOL Mining Company LLC ("Operator") conducted surface mining activities on or adjacent to the Property pursuant to Surface Mining Permit No. 02733702;

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;

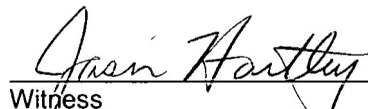
WHEREAS, the Property Owner(s) acknowledge that treatment of the mine drainage on the Property will provide benefits to the Property Owner and to the Commonwealth through abatement of a nuisance, restoration of land affected by mining operations, and prevention of pollution to waters of the Commonwealth;

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:

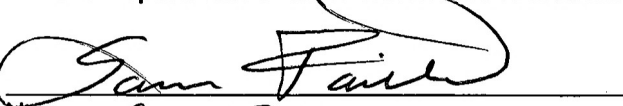
1. Right of Entry. The Property Owner(s) hereby grants and conveys to *Operator* and DEP [and *Trustee*], its employees, agents, servants, contractors and subcontractors, a right of entry into, under, over and upon the Treatment Facility Property. This right of entry includes all necessary rights of 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 Allegheny _____ 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.

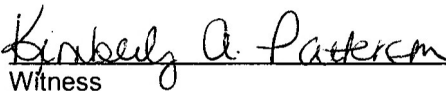
For [Operator]


Name: Anthony M. Drezewski
Title: Vice President


Witness

For the Department of Environmental Protection:

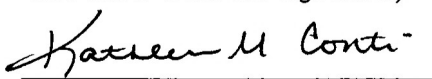

Name: Sam Frith
Title: District Mining Manager


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 2nd day of July, 2024

The Property Owner(s)

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


Name:
Kathleen M. Conti


Name:
JANET L. QUAST

ACKNOWLEDGEMENT

STATE OF Pennsylvania

:

SS

COUNTY OF Allegheny

:

On this, the 2nd day of July, 2024, before me, the undersigned Notary, personally appeared

Kathleen M. Conti and Janet L. Quast

(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.

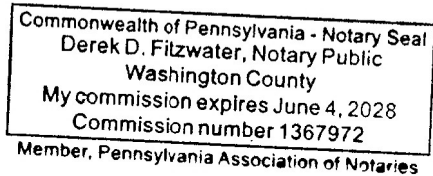
IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

(SEAL)

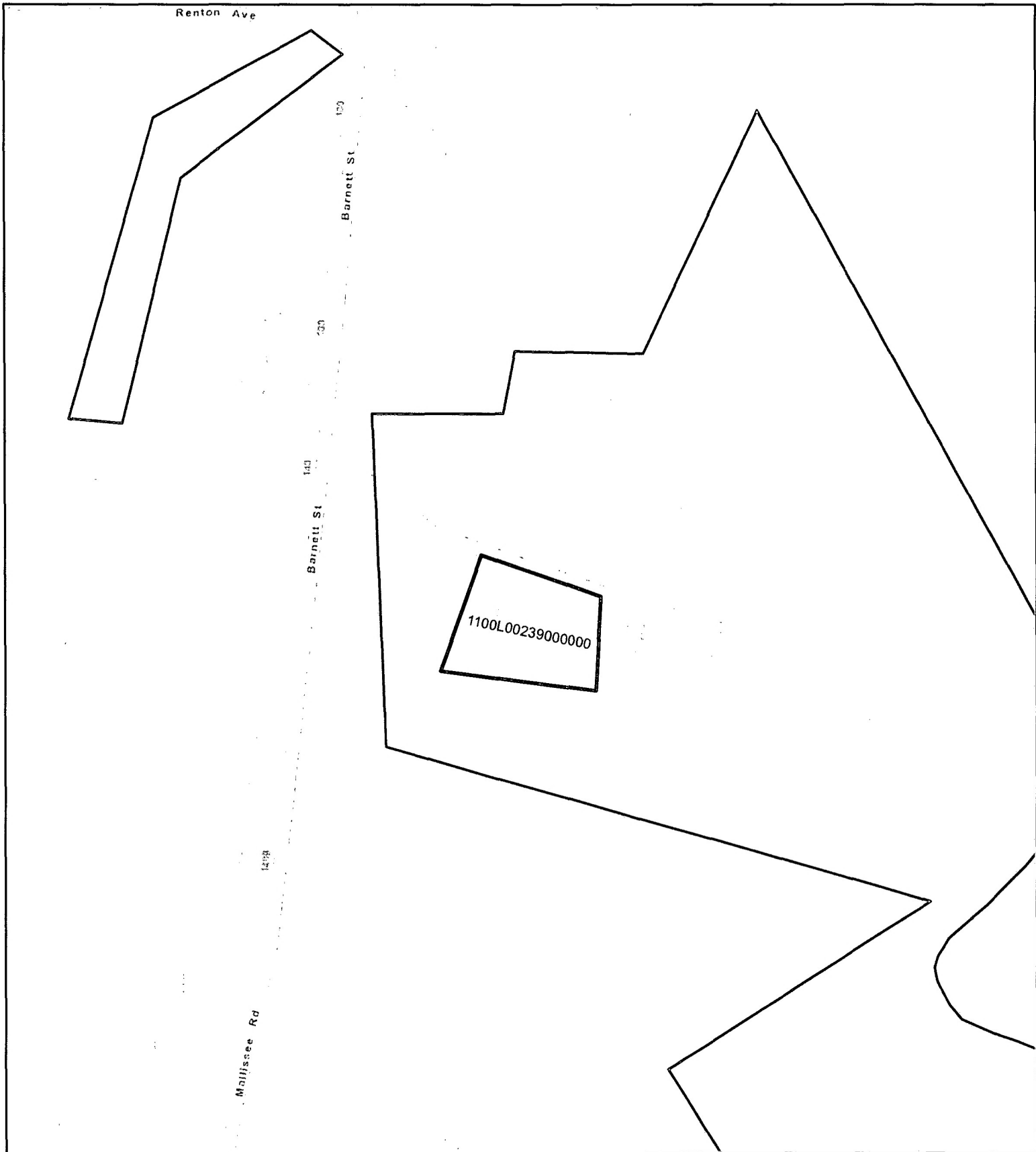
Derek D. Fitzwater
Notary Public

My Commission Expires:

6/4/2028



Mail to:
Nik Tysiak
c/o Babst Calland
Two Gateway Center
Pittsburgh PA 15222



Disclaimer: This information is being provided as a business or professional courtesy. CONSOL Energy, Inc., its parent, subsidiaries and affiliates, collectively "CEIX", make no representations or warranties of any kind or character concerning the completeness or accuracy of this information and assume no responsibility or liability of any kind for such information. The Recipient of this information acknowledges and assumes all risk of the use of such information. In consideration of CEIX providing this information, the recipient forever waives and releases any and all claims or causes of action the Recipient may ever have against CEIX, its officers, directors, employees or agents relating to or resulting or arising from its use of the information. Acceptance of this information by the recipient constitutes agreement with all the terms and conditions in the notice.

Permit Boundary		Exhibit A Permit 02733702	
Parcel			
		Revisions: 0	Approved By:

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: Coal Valley Properties LLC Name: _____
Address: P.O. Box 221 Address: _____
Zelienople, PA 16063-0221

WHEREAS, the Property Owner(s) own surface property containing 127.84 acres located in Plum Borough Township, Allegheny County, Pennsylvania, and described in Deed Book Volume 17825, Page 293, in the Allegheny 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, CONSOL Mining Company LLC ("Operator") conducted surface mining activities on or adjacent to the Property pursuant to Surface Mining Permit No. 02733702;

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;

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.

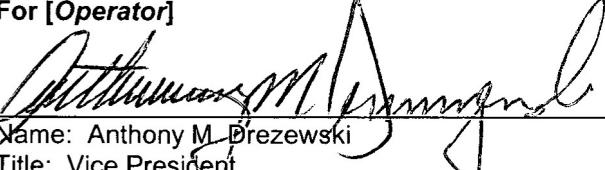
5. Notification. This Consent to Right of Entry shall be recorded by *Operator* in the Allegheny

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.

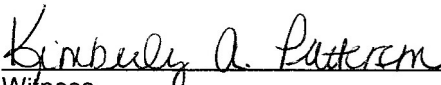
For [Operator]


Name: Anthony M. Brezewski
Title: Vice President


Witness

For the Department of Environmental Protection:

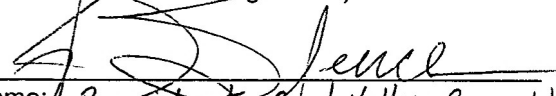

Name: Sam Faith
Title: District Mining Manager


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 11th day of July, 2024

The Property Owner(s)

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


Name: President Coal Valley Properties LLC
William Spence

ACKNOWLEDGEMENT

STATE OF Pennsylvania :
COUNTY OF Allegheny : ss
:

On this, the 11th day of July, 2024, before me, the undersigned Notary, personally appeared

WILLIAM SPENCE - President, Coal Valley Properties LLC
(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.

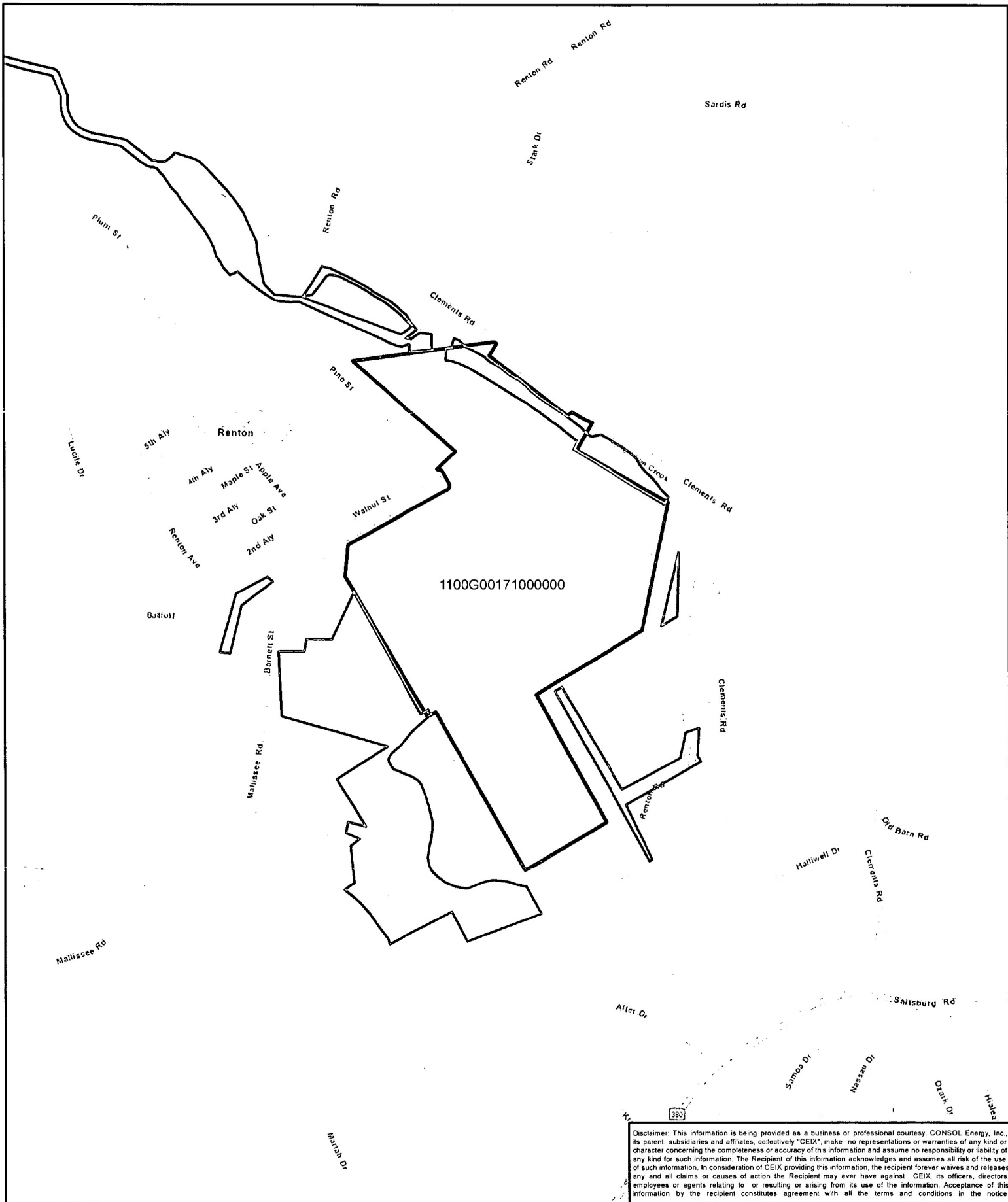
IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

(SEAL) Diane J. Parks
Notary Public

My Commission Expires: 9-9-25

Commonwealth of Pennsylvania - Notary Seal
Diane J. Parks, Notary Public
Allegheny County
My commission expires September 9, 2025
Commission number 1218170
Member, Pennsylvania Association of Notaries

Mail to:
Nik Tysiak
c/o Babst Calland
Two Gateway Center
Pittsburgh PA 15222



-  Permit Boundary
-  Parcel



1 inch = 1,000 feet

This map is property of CONSOL Energy, Inc. and contains information that is proprietary and confidential in nature and may not be copied or reproduced without prior written consent.

Exhibit A
Permit 02733702

Date: 5/14/2024

Revisions: 0

Prepared By: GIS

Approved By:

Renton Treatment Plant

Supplemental C for

1099-L-00275 (7290/421)

1099-L-00280 (7290/421)

1101-D-00107 (11621/455)

0970-D-00249 (7290/421)

1099-E-00002 (7290/421)

1099-L-00001 (7290/421)

ALLEGHENY COUNTY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES

APPL. NO. (Department Use Only)

CONTRACTUAL CONSENT OF LANDOWNER

(I) (We), the undersigned, being the owner(s) of 526+ acres of land located in See Below County, as described in the deed(s) recorded in the Recorder of Deeds Office Book(s) and page(s) Alleghehy Co. DBV 7275, Page 75 and shown by crosshatched lines on the map attached hereto which is signed in the original by the landowner upon which Villa Coal Company, Inc. proposes to engage in surface

(Name of Mining Operator)
mining activities for which application for permit will be made to the Department of Environmental Resources 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 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

- * Plum Borough, Allegheny County, Upper Burrell Township and Franklin Township, Westmoreland County.

In witness whereof and intending to legally bind (myself) (ourselves), (my) (our) heirs, successors and assigns, (I) (we) have hereunto set (my) (our) hand(s) and seal this 30th day of April, 1986.

Villa Coal Co., Inc.

LANDOWNER (Print Name)

By:

(Signature)

(Seal)

Anthony A. Salatino, Jr., 234

(Print Name) President

By:

(Signature)

(Print Name)

SSA VOL 7290 PAGE 421

ACKNOWLEDGEMENT OF INDIVIDUALS OR PARTNERS

LAND OWNER

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

LAND OWNER

STATE OF PENNSYLVANIA :
COUNTY OF WESTMORELAND :

SS

On April 30 1986, before me, the undersigned Notary, personally appeared

Anthony A. Salatino, Jr.

who acknowledged (herself) (himself) to be the _____ of

(Title of Person)

Villa Coal Company, Inc.

(Name of Corporation)

and the (s)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: _____

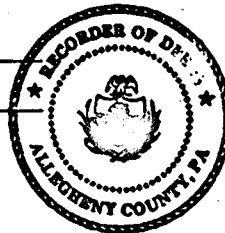
JOSEPH F. GOMBACH, NOTARY PUBLIC
PENN. TOWNSHIP, WESTMORELAND COUNTY
ID# 007 COMMISSION EXPIRES MARCH 14, 1988
Member, Pennsylvania Association of Notaries

This instrument has been recorded in COUNTY OF ALLEGHENY
County, Pennsylvania, this 30th day of April,
19 86, at Book 7290 Page (s) 421.

(Signed) * (Print Name)

(Sealed)

VOL 7290 PAGE 422



VD. 7290 PAGE 423

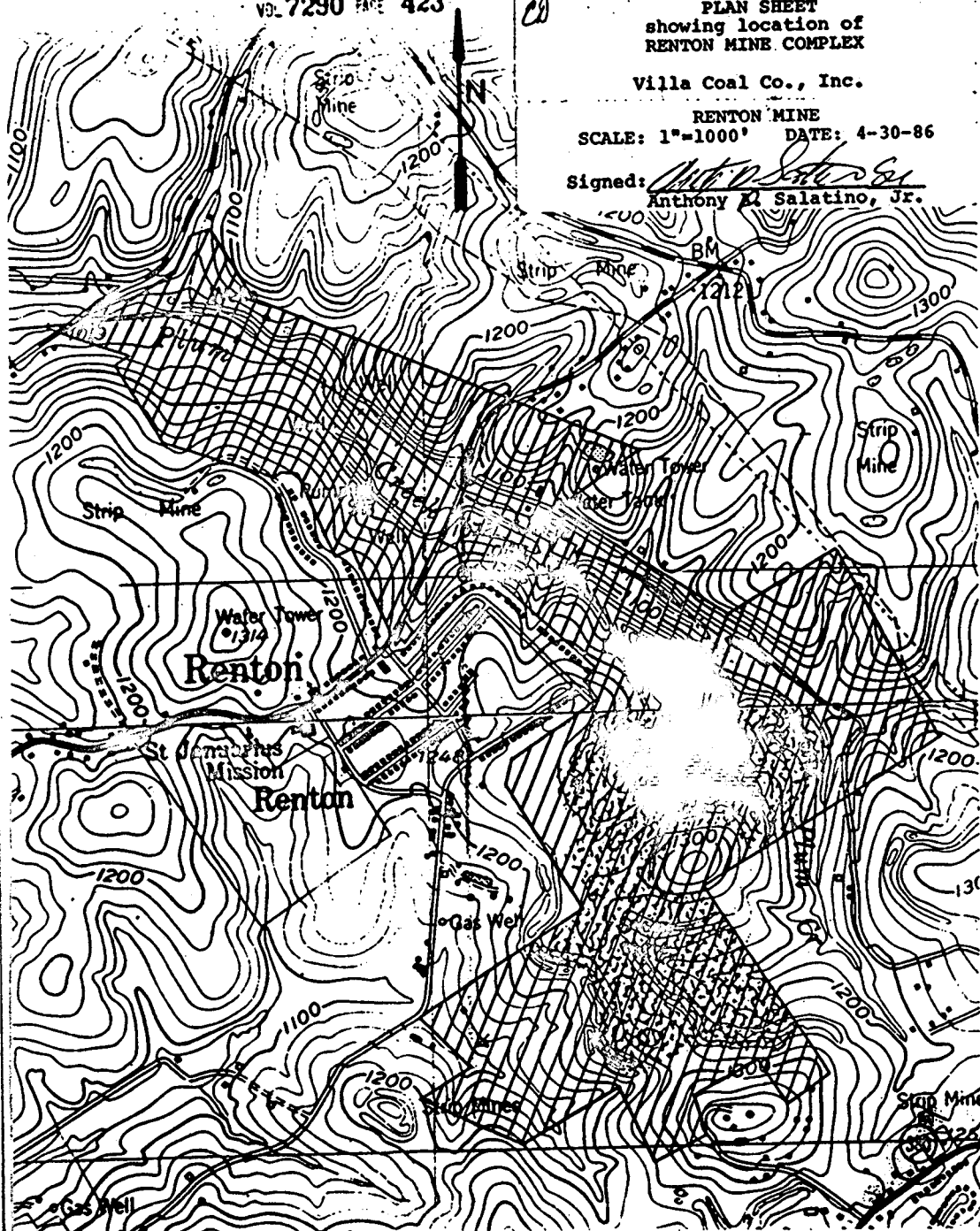
PLAN SHEET
showing location of
RENTON MINE COMPLEX

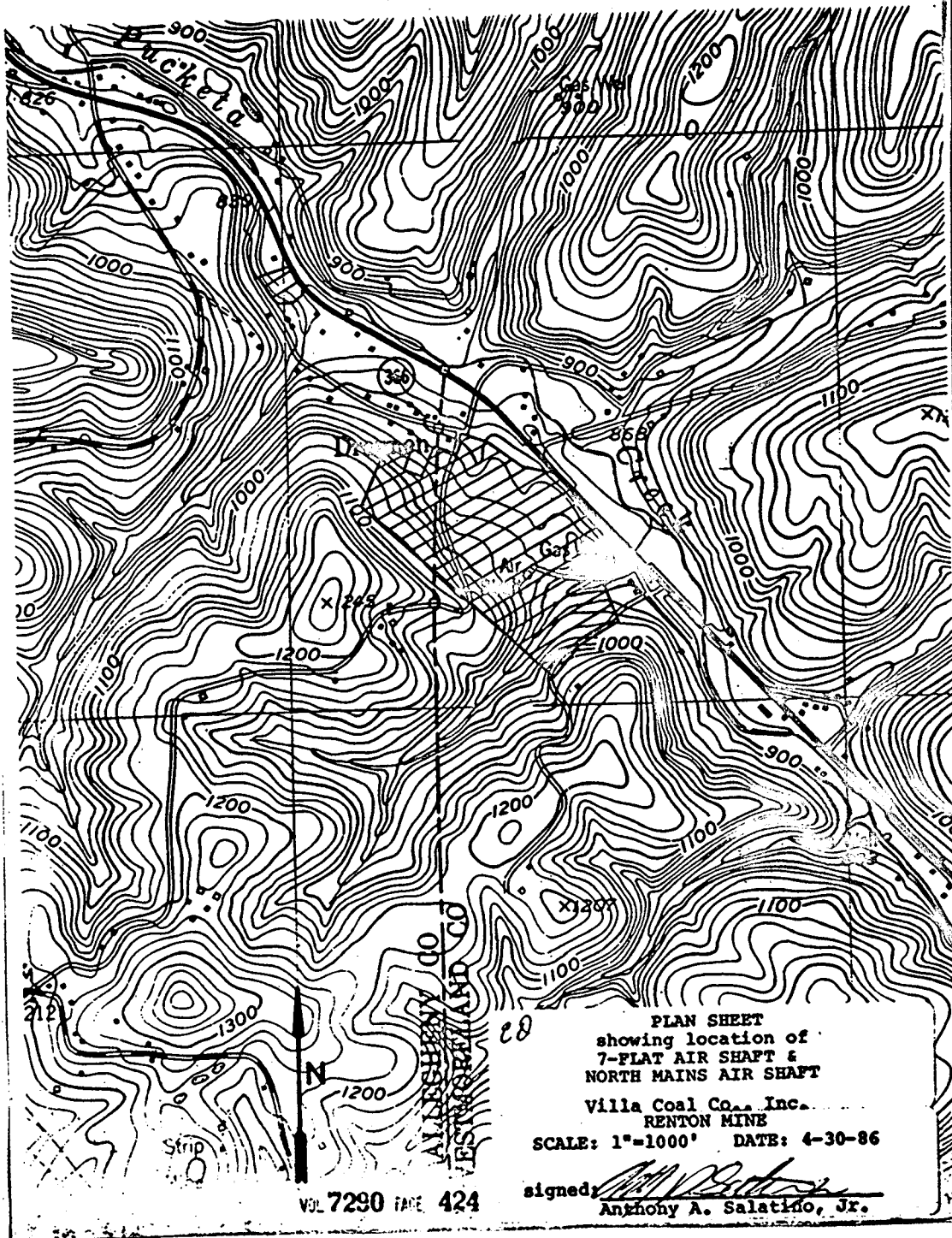
Villa Coal Co., Inc.

RENTON MINE

SCALE: 1"=1000' DATE: 4-30-86

Signed: *Anthony A. Salatino, Jr.*
Anthony A. Salatino, Jr.





PLAN SHEET
showing location of
7-FLAT AIR SHAFT &
NORTH MAINS AIR SHAFT

Villa Coal Co., Inc.
RENTON MINE

SCALE: 1"=1000' DATE: 4-30-86

signed: *Anthony A. Salatino, Jr.*
Anthony A. Salatino, Jr.

VOL 7290 PAGE 424

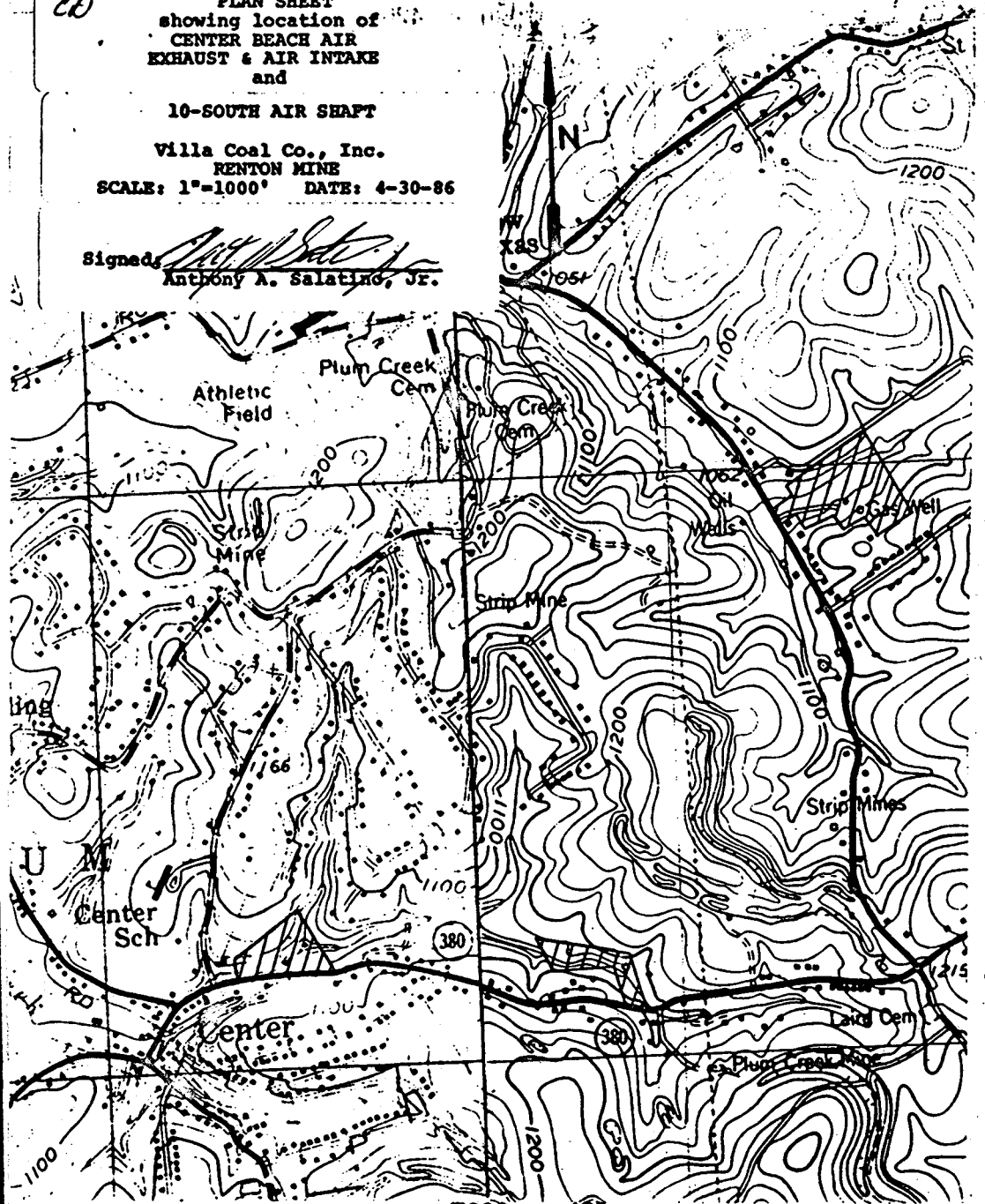
PLAN SHEET
showing location of
CENTER BEACH AIR
EXHAUST & AIR INTAKE
and

10-SOUTH AIR SHAFT

Villa Coal Co., Inc.
RENTON MINE

SCALE: 1"=1000' DATE: 4-30-86

Signed: *Anthony A. Salatiello, Jr.*
Anthony A. Salatiello, Jr.



Planned APR 30 86 42110
Westmeland &
Contractual Consort
of Landowner
Rt. Tom Zeglin
West & and
Villa Coal Co.
4000 Clements Road
Renton WA

(26)

1050
10 West
and

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF MINING AND RECLAMATION

APPL. NO. (Department Use Only)

**CONTRACTUAL CONSENT OF LANDOWNER
(COAL)**

(I) (We), the undersigned, being the owner(s) of Parcel #1101-D-107 acres of land
located in Plum Borough, Allegheny County, as
(Township, Borough, City)

described in the deed(s) recorded in the Recorder of Deeds Office Book(s) and page(s) _____
and shown by crosshatched lines on the map attached hereto which is signed in the original by the landowner upon which
Coal Valley Properties, LLC

(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, (I) (we) have hereunto set (my) (our) hand(s) and seal this 12th day of March, 2003 (year)

Richard H. McCloskey

LANDOWNER

(Print Name)

By:

(Signature)

(Seal)

SHIRLEY R. McCLOSKEY

(Print Name)

By:

(Signature)

(Print Name)

ACKNOWLEDGEMENT OF INDIVIDUALS OR PARTNERS

LANDOWNER

STATE OF

ss

COUNTY OF

On March 1, 2005, before me, the undersigned Notary, personally appeared

Richard H. McCloskey & Shirley R. McCloskey

(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
(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: January 17, 2007

(Date)

LANDOWNER

STATE OF

ss

COUNTY OF

Notarial Seal
Dolores M. Veitz, Notary Public
Punxsutawney Boro, Jefferson County
My Commission Expires Jan. 13, 2007

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

ss

COUNTY OF

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)

Emily Johnson

1237-N-287

1101-D
107

1237-A-68
parcel A
Consolidation Coal Company

1237-A-68
parcel B
formerly
Consolidation Coal Company
now
Coal Valley Sales Corporation

1101-D

1101-D-107

1101-D-107
Richard H. McCloskey

1101-D
107

1101-D-1

1101-S-32
Linda Christina D

As landowner(s), I(we) hereby certify that the
cross hatched area shown on this map is the
parcel referred to in the attached instrument.

Richard H McCloskey
Shirley M McCloskey

APR 15 03 07 47 14

[Handwritten signature]

VALENTI ASSOCIATES, LLC
1000 10th Ave
Pittsburgh, PA 15219

03 APR 15 PM 12:38

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MAIL TO: James Norris
Eckert Seamans Chanin
Peltz
44th Floor, USX Tower
600 Grant Street
Pittsburgh, PA 15219

RECEIVED
COMMERCIAL
APR 15 2015

EXHIBIT F-6

AMDTreat Cost Worksheets

**AMDTREAT****AMD TREAT****Costs****AMD TREAT MAIN COST FORM**

<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
Active Treatment			
Caustic Soda			\$0
Hydrated Lime			\$0
Pebble Quick Lime			\$0
Ammonia			\$0
Oxidants			\$0
Soda Ash			\$0
Active Subtotal:			\$0
Ancillary Cost			
Ponds			\$0
Roads			\$0
Land Access			\$0
Ditching			\$0
Engineering Cost			\$0
Ancillary Subtotal:			\$0
Other Cost (Capital Cost)			\$0
Total Capital Cost:			\$0
Annual Costs			
Sampling	1	0	\$17,011
Labor	1	0	\$31,850
Maintenance	1	0	\$68,419
Pumping	1	0	\$57,902
Chemical Cost	1	0	\$40,661
Oxidant Chem Cost			\$0
Sludge Removal	1	0	\$21,209
Other Cost (Annual Cost)			\$43,011
Land Access (Annual Cost)			\$0
Total Annual Cost:			\$280,063
Other Cost	1	0	

Water Quality

Design Flow	542.83	gpm
Typical Flow	542.83	gpm
Total Iron	204.00	mg/L
Ferrous Iron	204.00	mg/L
Aluminum	0.00	mg/L
Manganese	3.80	mg/L
pH	6.69	su
Alkalinity	331.11	mg/L
TIC	0.00	mg/L

- ☐ Calculate Net Acidity
☒ Enter Hot Acidity manually

Acidity	307.29	mg/L
---------	--------	------

Sulfate	3494.44	mg/L
Chloride	1923.33	mg/L
Calcium	393.22	mg/L
Magnesium	219.67	mg/L
Sodium	0.00	mg/L
Water Temperature	17.74	C
Specific Conductivity	12211.1	uS/cm
Total Dissolved Solids	8972.22	mg/L
Dissolved Oxygen	0.01	mg/L
Typical Acid Loading	365.4	tons/yr

Total Annual Cost: per
1000 Gal of H2O Treated \$0.980



AMDTREAT

**AMD TREAT
SAMPLING**Sampling Name Renton Sampling Costs☒ **Estimate Sampling Cost**1. Unit Labor Cost \$/hr2. Collection Time per Sample hours/sample3. Travel Time hr4. Sample Frequency samples/mo5. Lab Cost Per Sample \$/sample6. 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 CONSOL Mining Company LLC

Printed on 03/07/2023

Project Global Trust

Site Name Renton REV3



AMDTREAT

AMD TREAT

LABOR

Labor Name Renton Labor Costs

☒ **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 CONSOL Mining Company LLC

Printed on 03/20/2023

Project Global Trust

Site Name Renton_REV4



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

**AMD TREAT
PUMPING**Pumping Name Renton Pumping☐ **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



AMDTREAT

AMD TREAT CHEMICAL COST

Chemical Cost Name: Renton Chemincal Cost☒ **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
manuallyNet Acidity
(Hot Acidity) 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 H2O3. 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 H2O8. Pebble Lime Purity %9. Mixing Efficiency of Pebble Lime %☐ Delivered in Bags10. Pebble Lime Bag Unit Cost \$/lb☐ Bulk Delivery11. Pebble Lime Bulk Unit Cost \$/lb☐ C. Caustic Soda ?☐ 12. Titration?13. Caustic Titration Amount gal of caustic
/ gal H2O14. Caustic Purity purity of 20%
caustic solution15. Mixing Efficiency of Caustic %☐ Non-Bulk Delivery16. Caustic Non-Bulk Unit Cost \$/gal☐ Bulk Delivery17. Caustic Bulk Unit Cost \$/gal☐ 18. Flocculents?19. Flocculent Consumption gal/hr20. Flocculent Unit Cost \$/gal☐ E. Anhydrous Ammonia ?☐ 21. Titration?22. Ammonia Titration Amount lbs of ammonia
/ gal H2O23. Ammonia Purity %24. Mixing Efficiency of Ammonia %☐ Non-Bulk Delivery25. Ammonia Non-Bulk Unit Cost \$/lb☐ Bulk Delivery26. Ammonia Bulk Unit Cost \$/lb☐ F. Soda Ash ?☐ 27. Titration?28 Soda Ash Titration Amount lbs of soda ash
/ gal of H2O29. 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 lbs gals lbs lbs gals40. Selected Chemical: **KNOWN CHEMICAL COST**Annual Chemical Cost \$

Company Name CONSOL Mining Company LLC

Printed on 03/20/2023

Project Global Trust

Site Name Renton REV4



AMDTREAT

AMD TREAT SLUDGE REMOVAL

☐ Opening Screen
Water Parameters

Sludge Removal Name Renton Sludge Removal Costs

Influent Water Parameters that Affect Sludge Removal

Calculated Acidity

41.08 mg/L

Alkalinity

331.11 mg/L

☐ Calculate Net
Acidity
(Acid-Alkalinity)

☒ Enter Net Acidity
manually

Net Acidity
(Hot Acidity)

307.29 mg/L

Design Flow

542.83 gpm

Typical Flow

542.83 gpm

Total Iron

191 mg/L

Aluminum

0 mg/L

Manganese

4 mg/L

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 21209 \$

13. Off Site Disposal Cost 0.00 \$

Concentrations from Main Water Quality Screen

14. Iron Concentration 204.00 mg/L

15. Manganese Concentration 3.80 mg/L

16. Aluminum Concentration 0.00 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 4,815 yd3/yr

Cost for Sludge Removal Types

23. Removal by \$ per Gallon 9,724 \$

24. Removal by Vacuum Truck 0 \$

25. Removal by Mechanical Excavation 0 \$

26. Removal by Lagoon Cleaner 0 \$

27. Actual Sludge Removal Cost 21,209 \$

Sludge Removal Sub-Totals

28. Currently Selected Removal Cost 21,209 \$
Plus Off Site Disposal Cost

Record Number 1 of 1

Company Name CONSOL Mining Company LLCProject Global TrustSite Name Renton REV4**AMDTREAT**

AMD TREAT OTHER COST

Other Cost Name

A.

B.

C.

D.

E.

Description of Item

Unit Cost
Per Item

Quantity

Total
Item CostCapital Cost
Annual Cost

1. Maintenance based off 2% of Total Capital Cost from Recapitalization Cost Sheet	43,011.00	1	43,011	☐ Capital Cost ☒ Annual Cost
2.	0.00	0	0	☒ Capital Cost ☐ Annual Cost
3.	0.00	0	0	☒ Capital Cost ☐ Annual Cost
4.	0.00	0	0	☒ Capital Cost ☐ Annual Cost
5.	0.00	0	0	☒ Capital Cost ☐ Annual Cost
6.	0.00	0	0	☒ Capital Cost ☐ Annual Cost
7.	0.00	0	0	☒ Capital Cost ☐ Annual Cost
8.	0.00	0	0	☒ Capital Cost ☐ Annual Cost
9.	0.00	0	0	☒ Capital Cost ☐ Annual Cost
10.	0.00	0	0	☒ Capital Cost ☐ Annual Cost
11.	0.00	0	0	☒ Capital Cost ☐ Annual Cost
12.	0.00	0	0	☒ Capital Cost ☐ Annual Cost
13.	0.00	0	0	☒ Capital Cost ☐ Annual Cost
14.	0.00	0	0	☒ Capital Cost ☐ Annual Cost
15.	0.00	0	0	☒ Capital Cost ☐ Annual Cost

Record Number

1 of 1

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

EXHIBIT F-7

AMDTreat Recapitalization Worksheet

Company Name CONSOL Mining Company LLCPrinted on **07/14/2022**Project Global TrustSite Name Renton REV2

AMD TREAT RECAPITIALIZATION COST

AMDTREAT
 Calculation Period 75 yrs Inflation Rate 3.10 % Net Return Rate 8.43 %
Recapitalization Name Exhibit E - Renton Recapitalization Cost

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 Turbine Pump	19,947	1	19,947	10	7	29,541
2. 400 Hp Pump Motor Drive	45,000	1	45,000	40	1	5,992
3. Tube and Shaft Assembly (10' Length)	1,560	49	76,440	50	1	6,149
4. Column Pipe (10' Length)	3,500	49	171,500	50	1	13,795
5. Discharge Head	5,000	1	5,000	50	1	402
6. Floating Aerator - 60 Hp	29,000	3	87,000	10	7	128,843
7. Electric/Controls	500,000	1	500,000	40	1	66,579
8. Polymer Feed System: Metering Pump	900	1	900	7	10	2,065
9. Polymer Feed System: Recirc Pump	750	1	750	10	7	1,111
10. Sludge Boat System: Platform/Pontoon	15,000	1	15,000	50	1	1,207
11. Sludge Boat System: 10 Hp Pump	25,117	1	25,117	10	7	37,197
12. Sludge Boat System: Pontoon Tram	3,000	1	3,000	25	3	1,161
13. Lime Feeder System: 50 Ton Silo	215,000	1	215,000	40	1	28,629
14. Lime Feeder System: Lime Feeder System	16,250	1	16,250	15	5	14,054
15. Acid Pond Submersible	13,611	1	13,611	10	7	20,157
16. Polymer Feed Building	7,500	1	7,500	40	1	999
17. Aeration Basin	55,000	1	55,000	75	1	1,255
18. Mixing Basin	275,000	1	275,000	75	1	6,274
19. Settling Pond	84,637	1	84,637	75	1	1,931
20. Acid Pond	7,997	1	7,997	75	1	182

 Total Capital Cost 1,624,649 \$ PV Grand Total 367,521 \$

Company Name CONSOL Mining Company LLCPrinted on **07/14/2022**Project Global TrustSite Name Renton REV2

AMD TREAT RECAPITIALIZATION COST

AMDTREAT
 Calculation Period yrs Inflation Rate % Net Return Rate %
Recapitalization Name Exhibit E - Renton Recapitalization Cost

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. Office Building	12,500	1	12,500	40	1	1,664
2. Acid Pond Building	7,500	1	7,500	40	1	999
3. Metal Troughs	12,000	1	12,000	50	1	965
4. Discharge Trough	5,439	1	5,439	75	1	124
5. Post Mixing Pond Ditch	7,337	1	7,337	10	7	10,866
6. Discharge Ditch	4,748	1	4,748	10	7	7,032
7. Turbidity Booms	4,851	1	4,851	10	7	7,184
8. Access Road	26,818	1	26,818	25	3	10,375
9. 10" Pipe Pipeline	11,950	1	11,950	75	1	273
10. Polymer Line	86	1	86	10	7	127
11. Acid Pond Pipe	43,188	1	43,188	75	1	985
12. Sludge Line	106,201	1	106,201	75	1	2,423
13. UIC Hole Piping	32,341	1	32,341	10	7	47,896
14. Fencing	80,840	1	80,840	25	3	31,274
15. Painting	14,730	1	14,730	15	5	12,739
16. CRDA BH Cleaning	15,100	1	15,100	5	15	51,479
17. Sludge BH Cleancing	10,000	1	10,000	20	3	5,467
18. Powerline & Poles	45,050	1	45,050	40	1	5,999
19. 480 Volt Heater	1,200	1	1,200	40	1	160
20. Manholes	6,000	14	84,000	75	1	1,916

 Total Capital Cost \$ PV Grand Total \$

Global Trust
Addendum to Exhibit E - Facility Details and Measurements
Renton - 02733702

0. Unit Costs

Item	Unit Cost	Unit	Discount	ReCap Unit Cost	Description
Pond Construction	\$ 3.29	yd ³	0%	\$ 3.29	The unit cost is based off an average of the high and low cost for soil movement by bidders on a large reclamation project currently being undertaken by CONSOL at another site. The ReCap unit cost was discounted by 90% since CONSOL's maintenance program, the costs of which will be captured in the M&R section on an annual basis, will make the likelihood of a full pond recapitalization negligible.
Ditch Construction	\$ 107.90	ft.	0%	\$ 107.90	The unit cost is based off an average of the high and low cost for soil movement by bidders on a large reclamation project currently being undertaken by CONSOL at another site. The ReCap unit cost was discounted by 90% since CONSOL's maintenance program, the costs of which will be captured in the M&R section on an annual basis, will make the likelihood of a full pond recapitalization negligible.
Concrete Vault Construction	\$ 1,385.47	yd ³	0%	\$ 1,385.47	Cost based on concrete vault construction price obtained in 2021. The discount is based on the an assumed degradation of 25% of the vault in the lifetime.
Turbidity Boom	\$ 21.00	ft.	0%	\$ 21.00	
Access Road Reconstruction Cost	\$ 24.29	yd ³	0%	\$ 24.29	Cost based on the combination of earthmoving costs (\$3.29/yd) and the cost of road stone (\$15/ton @ 1.4 tons/cy).

1. Ponds

Pond ID	Bank Length (ft.)	Bank Width (ft.)	Depth (ft.)	Estimated Bank Slope (X:1)	Slope %	Subtractable	Bottom Length	Bottom Width	Middle Pond Area (ft ²)	Middle Pond Volume (yd ³)	Slope Area (ft ²)	Slope Area (ft ²)	Slope Area (yd ²)	Total Pond Area (yd ²)	ReCap Cost	Lifetime (Years)
Settling Pond	710.00	140.00	8.00	2.00	50%	16.00	678.00	108.00	585,792.00	21,696.00	64.00	108,800.00	4,029.63	25,725.63	\$ 84,637	75.00
Acid Pond	185.00	60.00	8.00	2.00	50%	16.00	153.00	28.00	34,272.00	1,269.33	64.00	31,360.00	1,161.48	2,430.81	\$ 7,997	75.00

2. Ditches

Ditch ID	Base Width (ft.)	Bank Width (ft.)	Depth (ft.)	Ditch Area (ft ²)	Ditch Construction	Length (ft.)	Ditch Volume (ft ³)	Ditch Volume (yd ³)	Total Costs	ReCap Costs	Lifetime (Years)
Post Mixing Pond Ditch	8.00	10.00	4.00	36.00	Rock Lined Ditch	136.00	4,896.00	181.33	\$ 14,674	\$ 7,337	10.00
Discharge Ditch	8.00	10.00	2.50	22.50	Rock Lined Ditch	88.00	1,980.00	73.33	\$ 9,495	\$ 4,748	10.00

3. Concrete Vaults

Vault ID	Type	Diameter (in.) for circular vaults only	Length (ft.) for rectangular vaults only	Width (ft.) for rectangular vaults only	Depth (ft.)	Wall Thickness (in.)	Concrete Volume (ft ³)	Concrete Volume (yd ³)	ReCap Cost	Lifetime (Years)
Discharge Trough	Rectangular		25.00	2.00	3.00	6.00	106.00	3.93	\$ 5,439	75.00

4. Turbidity Boom

Boom ID	Length (ft.)	ReCap Cost	Lifetime (Years)
Boom 1	75.00	\$ 1,575	10.00
Boom 2	156.00	\$ 3,276	10.00

5. Access Roads

Road ID	Type	Width (ft.)	Length (ft.)	Depth (in.)	Road Volume (ft. ³)	Road Volume (yd ³)	Total Cost	ReCap Cost	Lifetime (Years)
Main Access Road	Gravel Road	30.00	2,981.00	8.00	59,620.00	2,208.15	\$ 53,636	\$ 26,818	25.00

6. Pipe and Culverts

Pipe Name	Pipe Material	Diameter (in.)	Length (ft.)	Cost per Unit Length (Material)	Cost per Unit Length (Labor)	Total Cost per Unit Length	ReCap Cost	Lifetime
10" HDPE Pipeline	HDPE	10.00	280.00	\$ 22.68	\$ 20.00	\$ 42.68	\$ 11,950	75
3/4" Polymer Line	PVC	3/4	80.00	\$ 0.65	\$ 1.50	\$ 2.15	\$ 86	10
UIC Hole Piping	PVC	4.00	5,440.00	\$ 3.89	\$ 8.00	\$ 11.89	\$ 32,341	10
Acid Pond Pipe	HDPE	4.00	1,830.00	\$ 15.60	\$ 8.00	\$ 23.60	\$ 43,188	75
8" Sludge Line	HDPE	8.00	3,642.00	\$ 13.16	\$ 16.00	\$ 29.16	\$ 106,201	75

7. Fencing

Name	Length of Fence (ft.)	Total per Unit Fence Cost	ReCap Cost	Lifetime
Chain Link Fence	1,880.00	43.00	\$ 80,840	25

Project Global Trust

Site Name Renton ReCap Amortizat

Life of Trust Fund

75

 yrs
Inflation 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
	567,468	567,468	Initial Fund Amount				
1	615,305	615,305	0	51	2,419,214	2,419,214	0
2	667,175	667,175	0	52	2,623,154	2,623,154	0
3	723,418	723,418	0	53	2,844,286	2,844,286	0
4	784,402	784,402	0	54	3,084,059	3,084,059	0
5	850,528	832,937	17,590	55	3,344,045	3,263,098	80,947
6	903,154	903,154	0	56	3,538,177	3,533,203	4,974
7	979,290	978,175	1,114	57	3,831,052	3,831,052	0
8	1,060,636	1,060,636	0	58	4,154,010	4,154,010	0
9	1,150,047	1,150,047	0	59	4,504,193	4,504,193	0
10	1,246,996	960,817	286,179	60	4,883,896	3,311,026	1,572,870
11	1,041,814	1,041,814	0	61	3,590,145	3,590,145	0
12	1,129,639	1,129,639	0	62	3,892,795	3,892,795	0
13	1,224,867	1,224,867	0	63	4,220,957	4,214,798	6,159
14	1,328,124	1,326,744	1,379	64	4,570,105	4,570,105	0
15	1,438,588	1,365,745	72,843	65	4,955,365	4,845,518	109,847
16	1,480,877	1,480,877	0	66	5,253,995	5,253,995	0
17	1,605,715	1,605,715	0	67	5,696,907	5,696,907	0
18	1,741,077	1,741,077	0	68	6,177,156	6,177,156	0
19	1,887,849	1,887,849	0	69	6,697,890	6,697,890	0
20	2,046,995	1,640,228	406,766	70	7,262,523	5,467,756	1,794,766
21	1,778,500	1,776,791	1,708	71	5,928,688	5,928,688	0
22	1,926,574	1,926,574	0	72	6,428,477	6,428,477	0
23	2,088,985	2,088,985	0	73	6,970,397	6,970,397	0
24	2,265,086	2,265,086	0	74	7,558,002	7,558,002	0
25	2,456,033	2,186,258	269,775	75	8,195,141	-0	8,195,141
26	2,370,559	2,370,559	0	76	0	0	0
27	2,570,397	2,570,397	0	77	0	0	0
28	2,787,082	2,784,966	2,115	78	0	0	0
29	3,019,739	3,019,739	0	79	0	0	0
30	3,274,303	2,669,883	604,419	80	0	0	0
31	2,894,955	2,894,955	0	81	0	0	0
32	3,138,999	3,138,999	0	82	0	0	0
33	3,403,617	3,403,617	0	83	0	0	0
34	3,690,542	3,690,542	0	84	0	0	0
35	4,001,655	3,955,078	46,577	85	0	0	0
36	4,288,491	4,288,491	0	86	0	0	0
37	4,650,010	4,650,010	0	87	0	0	0
38	5,042,006	5,042,006	0	88	0	0	0
39	5,467,048	5,467,048	0	89	0	0	0
40	5,927,920	2,351,487	3,576,432	90	0	0	0
41	2,549,718	2,549,718	0	91	0	0	0
42	2,764,659	2,761,415	3,244	92	0	0	0
43	2,994,202	2,994,202	0	93	0	0	0
44	3,246,613	3,246,613	0	94	0	0	0
45	3,520,303	3,338,269	182,033	95	0	0	0
46	3,619,685	3,619,685	0	96	0	0	0
47	3,924,824	3,924,824	0	97	0	0	0
48	4,255,687	4,255,687	0	98	0	0	0
49	4,614,442	4,610,424	4,017	99	0	0	0
50	4,999,083	2,231,130	2,767,953	100	0	0	0

EXHIBIT F-8

Treatment Bond/Trust Calculator

TREATMENT BOND/TRUST CALCULATOR

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

Prepared For: **CONSOL Energy Post-Mining Discharge Treatment Trust**
Treatment System(s) ID: **Renton Refuse Area**

Date (mm/dd/yy): **July 19, 2024**

Inflation Rate:	3.1%
Yrs to Treat start:	0
Annual Treatment Cost:	\$280,062.56
Trust Fees:	1.50%
Bond (not needed for rec):	\$0.00
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:	\$11,576,192.97	\$11,576,192.97	\$12,133,596.59	bond in year
bond adjustment:	\$11,576,192.97	\$11,576,192.97	\$12,133,596.59	6
option #2				
fully funded trust:	\$6,420,042.73	\$6,987,510.73	\$7,147,689.65	trust in year 1

PV of Recap (todays \$\$) @ 8.43%	Eff RoR & 3.1% Inf:	\$567,468.00	for trust in year 1
PV of Recap (todays \$\$) @ 6.00%	Eff RoR & 3.1% Inf:		for bond in year 1 \$0.00 for bond in year 6

Liability Insurance Factor @ \$1.00 per year, per \$1000 in the total PV of the Trust:	\$6,987.51 per year	PV Insurance: \$160,178.92
Liability Insurance Factor @ \$1.00 per year, per \$1000 in total Bond:	\$11,576.19 per year	PV Insurance: \$478,493.96

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-9

Bill of Sale

BILL OF SALE AND LICENSE AGREEMENT

This Bill of Sale and License Agreement is entered into this 2nd day of October, 2024, by and between CONSOL Mining Company LLC ("CMC" or "Transferor") with its principal place of business at 275 Technology Drive, Suite 101, Canonsburg, PA 15317 and Somerset Trust Company with a business address of 131 North Center Avenue, P.O. Box 1330, Somerset, PA 15501, as Trustee of the CMC/Laurel Run/Helvetia Post-Mining Discharge Treatment Trust ("CMC/Laurel Run/Helvetia Treatment Trust").

Whereas, CMC has entered into a Post-Mining Discharge Treatment Trust Consent Order and Agreement ("Trust COA") dated October 2, 2024 with the Commonwealth of Pennsylvania, Department of Environmental Protection (the "Department");

Whereas, CMC has entered into a Post-Mining Discharge Treatment Trust Agreement dated October 2, 2024 with Somerset Trust Company which established the CMC/Laurel Run/Helvetia Treatment Trust; and

Whereas, the Department requires Transferor to continue to treat the post-mining discharges covered by the Trust COA, but also to immediately transfer the water treatment equipment, appurtenances, and facilities to the Trust to facilitate continued treatment of water and protection of the environment in the event CMC 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 Somerset Trust Company, as Trustee of the CMC/Laurel Run/Helvetia Treatment Trust, all of its right, title and interest to the equipment, appurtenances, facilities, and other personal property (the "Personal Property") comprising the Renton Refuse Area - Renton Mine Drainage Treatment Plant, 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 Trust hereby free and clear of all liens and encumbrances.

PROVIDED, HOWEVER, that CMC 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 CMC, or its successor, is conducting the necessary water treatment operations. Pursuant to the exercise of the rights granted under this License, CMC shall at its sole cost and expense be responsible for maintaining and replacing/upgrading, as appropriate, the Personal Property.

As a condition of the License hereby granted, CMC agrees that any and all parts, additional equipment, replacements, and upgrades to the Personal Property and the Renton Refuse Area - Renton Mine Drainage Treatment Plant and systems shall immediately and

automatically become the property of the CMC/Laurel Run/Helvetia Treatment Trust. As long as this Bill of Sale and License Agreement is in effect and not terminated or revoked, CMC, or its successor, shall bear all risk of loss of the Personal Property.

This Bill of Sale and License Agreement 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:
CONSOL Mining Company LLC


(signature)

Witness:



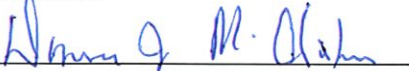
By: James A. Brock

Title: President, Chairman, and Chief Executive Officer

TRUSTEE:
Somerset Trust Company


(signature)

Witness:



By: Lisa M. Bitensky

Title: VP & Sr. Trust Officer

Exhibit 1 - Inventory of Personal Property for Renton Refuse Area - Renton Mine Drainage Treatment Plant

Installed Equipment Listing:

Index	Item	Notes
I1	Vertical Turbine Pump	
I2	400 Hp Pump Motor Drive	
I3	Tube and Shaft Assembly (10' Length)	
I4	Column Pipe (10' Length)	
I5	Discharge Head	
I6	Floating Aerator - 60 Hp	
I7	Electric/Controls	
I8	Polymer Feed System: Metering Pump	
I9	Polymer Feed System: Recirc Pump	
I10	Sludge Boat System: Platform/Pontoon	
I11	Sludge Boat System: 10 Hp Pump	
I12	Sludge Boat System: Pontoon Tram	
I13	Lime Feeder System: 50 Ton Silo	
I14	Lime Feeder System: Lime Feeder System	
I15	Acid Pond Submersible	
I16	Polymer Feed Building	
I17	Aeration Basin	
I18	Mixing Basin	
I19	Office Building	
I20	Acid Pond Building	
I21	Metal Troughs	
I22	Discharge Trough	
I23	Turbidity Booms	
I24	10" Pipe Pipeline	
I25	Polymer Line	
I26	Acid Pond Pipe	
I27	Sludge Line	
I28	UIC Hole Piping	
I29	Fencing	
I30	Powerline & Poles	
I31	480 Volt Heater	
I32	Manholes	

Spare Equipment Listing:

Index	Item	Storage Location
	No Spare Equipment For This Location	