

# **EXHIBITS V-1 – V-9**

**(Helvetia) Refuse Disposal  
Area No. 1 Exhibits**

# **EXHIBIT V-1**

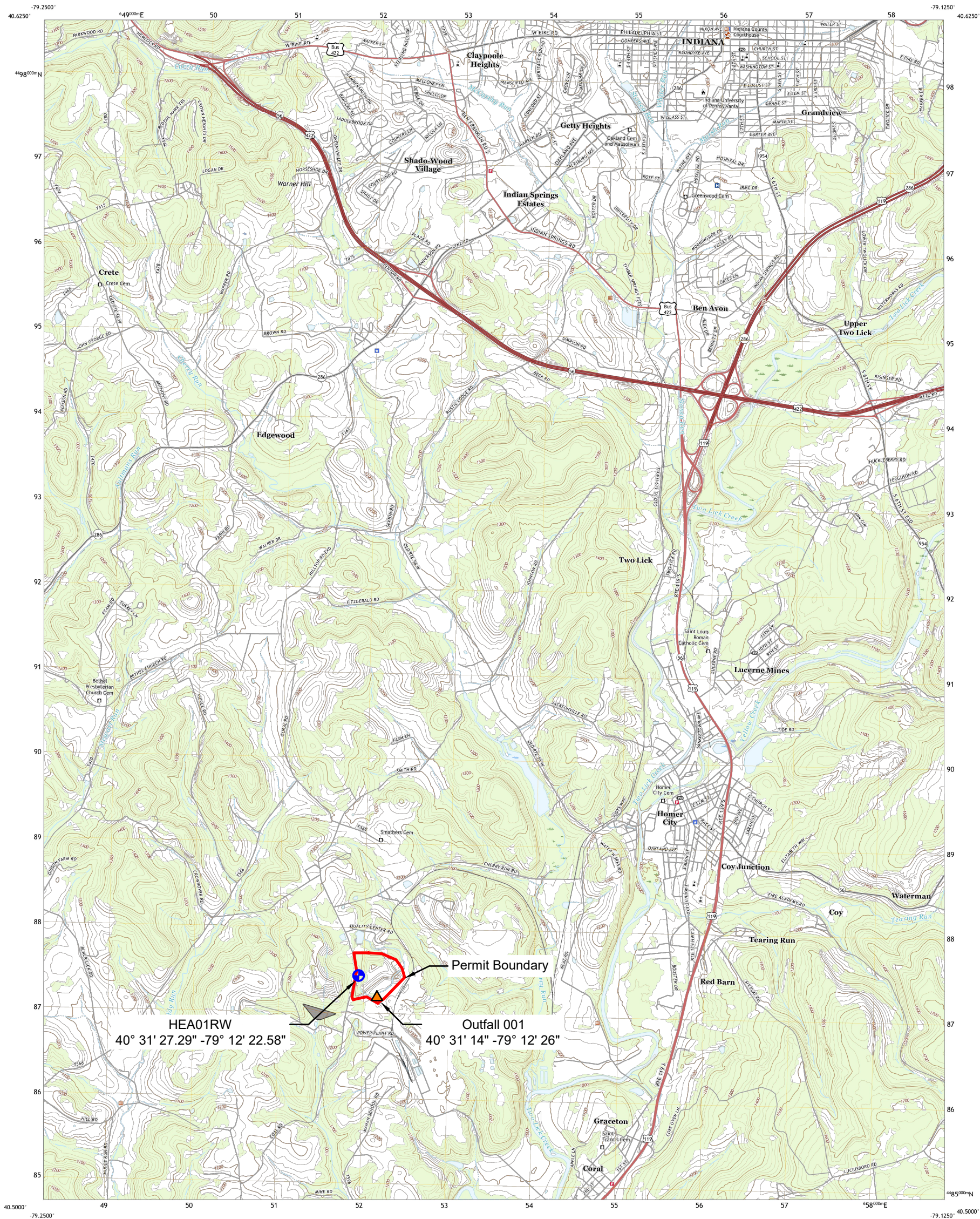
## **Topographic Map**



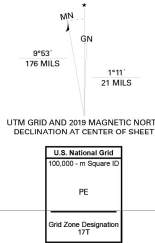
U.S. DEPARTMENT OF THE INTERIOR  
U.S. GEOLOGICAL SURVEY



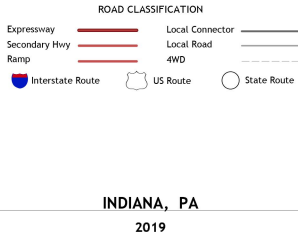
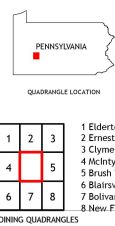
INDIANA QUADRANGLE  
PENNSYLVANIA - INDIANA COUNTY  
7.5-MINUTE SERIES



Produced by the United States Geological Survey  
North American Datum of 1983 (NAD83). 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.  
Roads.....NAIP, July 2017 - December 2017  
Bureau, 2016  
Names.....U.S. Census, 1979 - 2019  
Hydrography.....National Hydrography Dataset, 1899 - 2019  
Contours.....National Elevation Dataset, 2010  
Boundaries.....Multiple sources; see metadata file 2017 - 2018  
Wetlands.....FWS National Wetlands Inventory 1977

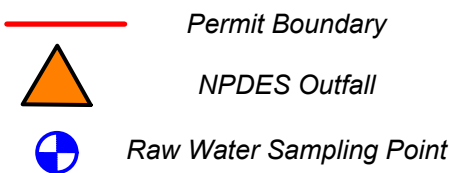


CONTOUR INTERVAL 20 FEET  
NORTH AMERICAN VERTICAL DATUM OF 1988  
This map was produced to conform with the  
National Geospatial Program US Topo Product Standard, 2011.  
A metadata file associated with this product is draft version 0.6.18



Helvetia Coal  
Company LLC

Helvetia Location Map  
Permit No. 32743710



SCALE:  
NO SCALE

DATE:  
October 17, 2022

# **EXHIBIT V-2**

## **Raw Water Quality Data**

Exhibit C - Helvetia Raw Water Data

Permit No. 32743710

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 | Temperature - °C                                    |
|-------------|---------------------------|----------------------------------------------------|------------------------|----------------------------------------------------|-----------------|--------------------|-------------------------|----------------------------|---------|----------------|-------------------------------|-----------------------------------------------------|
| 9-Jan-2019  | 6,700.00                  | -                                                  | 391.00                 | -                                                  | 1.00            | 802.00             | 70.40                   | 80.00                      | 4.20    | 7,230.00       | 9,580.00                      | 12.50                                               |
| 6-Feb-2019  | 96.00                     | -                                                  | 214.00                 | -                                                  | 2.00            | 429.00             | 34.70                   | 47.00                      | 4.20    | 3,840.00       | 4,440.00                      | 37.00                                               |
| 13-Mar-2019 | 4,860.00                  | -                                                  | 362.00                 | -                                                  | 4.00            | 776.00             | 65.40                   | 84.00                      | 4.30    | 8,100.00       | 5,100.00                      | -                                                   |
| 3-Sep-2019  | 183.00                    | -                                                  | 247.00                 | -                                                  | 10.00           | 431.00             | 52.00                   | 60.00                      | 2.70    | 4,090.00       | 6,550.00                      | 8.50                                                |
| 9-Oct-2019  | 3,210.00                  | -                                                  | 259.00                 | -                                                  | 8.00            | 563.00             | 59.30                   | 66.00                      | 2.50    | 5,440.00       | 9,020.00                      | 8.00                                                |
| 13-Nov-2019 | <20                       | -                                                  | 271.00                 | N/A                                                | 4.00            | 673.00             | 71.70                   | 73.00                      | 7.50    | 7,040.00       | 25.50                         | 10.00                                               |
| 18-Dec-2019 | 172.00                    | -                                                  | 127.00                 | N/A                                                | 4.00            | 238.00             | 22.90                   | 30.00                      | 3.00    | 2,570.00       | N/A                           | 8.00                                                |
| 27-Jan-2020 | 3,790.00                  | -                                                  | 295.00                 | N/A                                                | 4.00            | 535.00             | 56.70                   | 60.00                      | 2.90    | 5,890.00       | N/A                           | -                                                   |
| 12-Feb-2020 | 3,260.00                  | -                                                  | 278.00                 | N/A                                                | 30.00           | 403.00             | 44.20                   | 67.00                      | 2.80    | 4,990.00       | N/A                           | 7.00                                                |
| 4-Mar-2020  | 6,500.00                  | -                                                  | 396.00                 | N/A                                                | 12.00           | 826.00             | 69.90                   | 81.00                      | 2.80    | 8,370.00       | N/A                           | N/A                                                 |
| 7-Jun-2022  | 3,540.00                  | -                                                  | 312.00                 | 2.62                                               | N/A             | 666.00             | 39.50                   | 69.00                      | 3.00    | 6,500.00       | 5,770.00                      | 28.40                                               |
| 26-Jul-2022 | 5,540.00                  | -                                                  | 551.00                 | -                                                  | 12.00           | 807.00             | 102.00                  | 101.00                     | 2.30    | 6,890.00       | 7,940.00                      | 22.30                                               |
| 10-Aug-2022 | 5,000.00                  | -                                                  | 487.00                 | -                                                  | 10.00           | 722.00             | 81.80                   | 90.00                      | 2.80    | 8,510.00       | 7,650.00                      | 24.60                                               |
| Average     | 3,570.92                  | -<br>All 0's for Alkalinity were less than 20 mg/L | 322.31                 | 0.33<br>All 0's for Chloride were less than 2 mg/L | 8.42            | 605.46             | 59.27                   | 69.85                      | 3.46    | 6,112.31       | 6,230.61                      | 13.86<br>All 0's for Temperature were less than 5 C |

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

# **EXHIBIT V-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.: PA0214884 PERMITTEE NAME: Helvetia Coal Company  
MINING PERMIT NO.: 32743710 OPERATION NAME: Refuse Disposal Area No. 1  
MUNICIPALITY: Center Township COUNTY: Indiana

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):

Outfall 001 - Unnamed Tributary to Blacklick Creek

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>10/11/2022</u> | PERMIT EFFECTIVE DATE:           | <u>11/01/2022</u> |
| PERMIT AMENDMENT ISSUANCE DATE: | <u>N/A</u>        | PERMIT AMENDMENT EFFECTIVE DATE: | <u>N/A</u>        |
| PERMIT EXPIRATION DATE:         | <u>04/11/2025</u> | ORIGINAL PERMIT ISSUANCE DATE:   | <u>04/12/1985</u> |

AUTHORIZED BY: Troy A. Williams, P.E. FOR  
Samuel Faith, District Mining Manager  
California District Mining Office

**PART A**  
**EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS**

CMAF # 32743710

NPDES # PA0214884

1. MINE DRAINAGE TREATMENT FACILITIES

a. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS FOR OUTFALL: 001

DISCHARGE TO: Unnamed Tributary of Blacklick Creek

FROM: Sedimentation Pond No. 5

LAT: 40 ° 31' 14" LONG: 79° 12' 26 "

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 <sup>b.</sup> |                 |               |                 | 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           | 3.8             | 2/month                 | grab        |
| Manganese                              | (mg/l)   | -                                   | 1.0             | 2.0           | 3.0             | 2/month                 | grab        |
| Aluminum                               | (mg/l)   | -                                   | 0.75            | 0.75          | -               | 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 <sub>3</sub> | (mg/l)   | -                                   | -               | -             | REPORT          | 2/month                 | grab        |
| Acidity, Total as CaCO <sub>3</sub>    | (mg/l)   | -                                   | -               | -             | REPORT          | 2/month                 | grab        |
| Alkalinity, Net                        | (mg/l)   | 0.0                                 | -               | -             | -               | 2/month                 | calculated  |
| Osmotic Pressure                       | (mOs/kg) | -                                   | -               | -             | REPORT          | 2/month                 | grab        |
| Total Dissolved Solids                 | (mg/l)   | -                                   | -               | -             | REPORT          | 2/month                 | grab        |
| Sulfate                                | (mg/l)   | -                                   | -               | -             | REPORT          | 2/month                 | grab        |
| Chloride                               | (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 ft<sup>3</sup>/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 property 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 32743710.
  - 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 Condition

Effluent limitations for discharges during storm events and during storm events greater than 10 year, 24 hour storm events pursuant to 25 PA Code Chapter 89.52 (c-d). Alternate effluent limitations are shown in the table below:

| Parameter                                                        | Minimum | Average Monthly       | Daily Maximum | Instantaneous Maximum | Maximum |
|------------------------------------------------------------------|---------|-----------------------|---------------|-----------------------|---------|
| <b>Dry Weather</b>                                               |         |                       |               |                       |         |
| Iron, Total (mg/L)                                               | -       | 3.0                   | 6.0           | 7.0                   | -       |
| Manganese, Total (mg/L)                                          | -       | 2.0                   | 4.0           | 5.0                   | -       |
| Total Suspended Solids (mg/L)                                    | -       | 35                    | 70            | 90                    | -       |
| Acidity (mg/L)                                                   | -       | Less than Alkalinity. |               |                       | -       |
| pH (S.U.)                                                        | 6       | -                     | -             | -                     | 9       |
| <b>Storm Event Less Than or Equal to a 10 year 24 Hour Storm</b> |         |                       |               |                       |         |
| Iron, Total (mg/L)                                               | -       | -                     | -             | 7.0                   | -       |
| Settleable Solids (mL/L)                                         | -       | -                     | -             | 0.5                   | -       |
| Acidity (mg/L)                                                   | -       | Less than Alkalinity. |               |                       | -       |
| pH (S.U.)                                                        | 6       | -                     | -             | -                     | 9       |
| <b>Storm Event Greater a 10 year 24 Hour Storm</b>               |         |                       |               |                       |         |
| pH (S.U.)                                                        | 6       | -                     | -             | -                     | 9       |
| Acidity                                                          | -       | Less than Alkalinity. |               |                       | -       |

To establish the alternative effluent limitations of Group B or C in 25 PA Code chapter 89.52 (c), a permittee shall demonstrate to the Department's satisfaction that a precipitation event has occurred, under the procedures in section 25 PA Code chapter 89.53.

# **EXHIBIT V-4**

## **Treatment Flow Diagram**

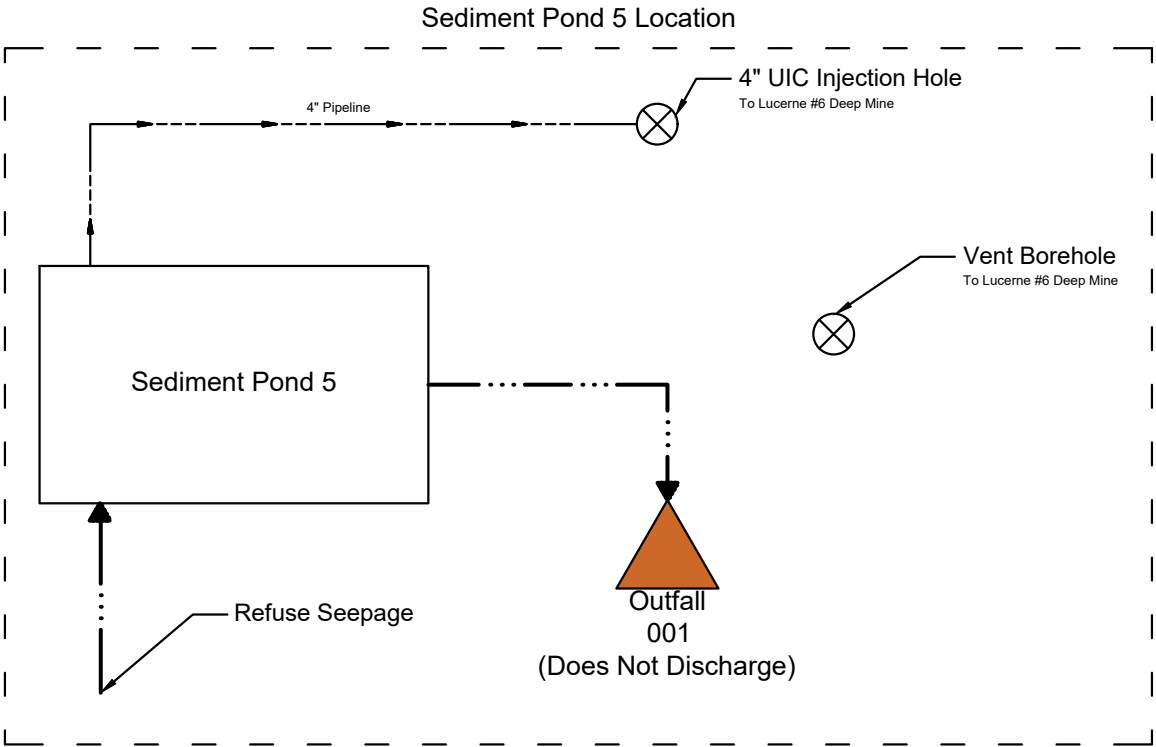
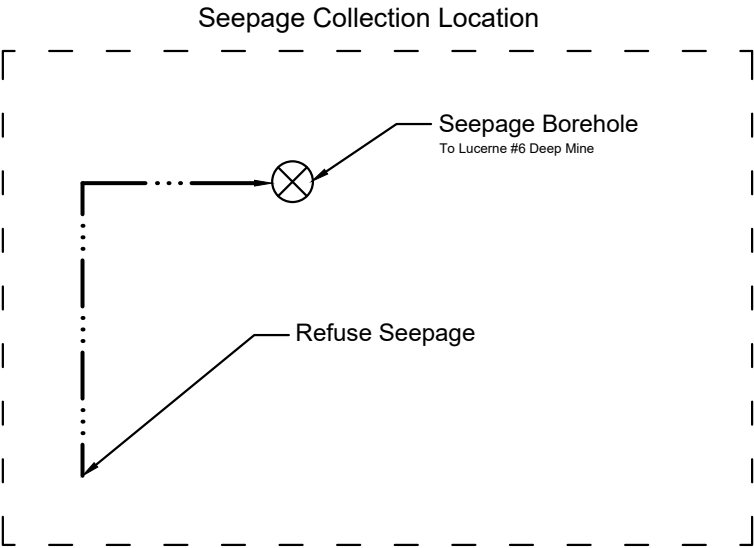
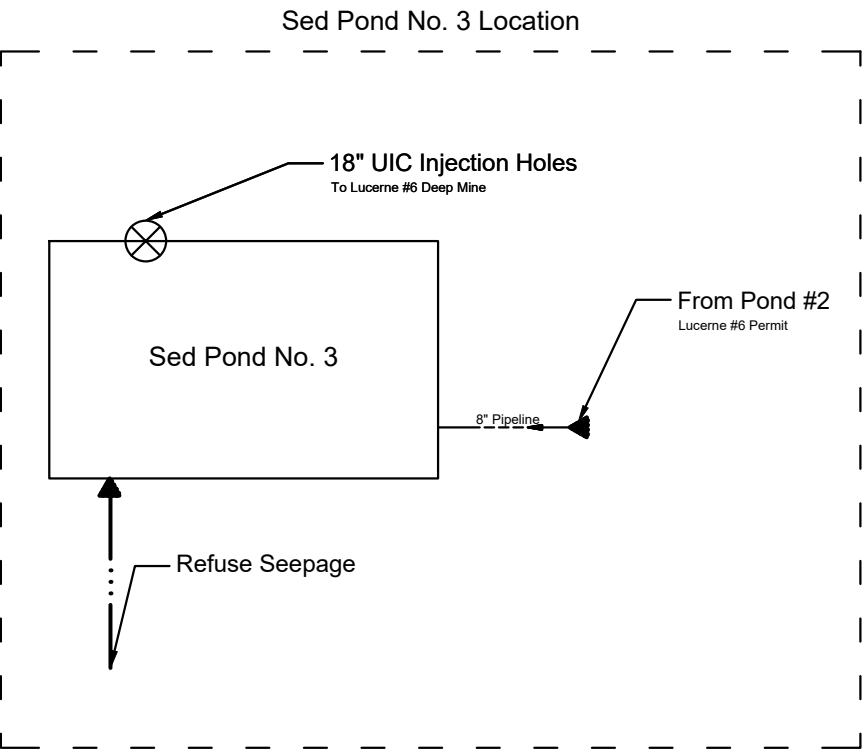
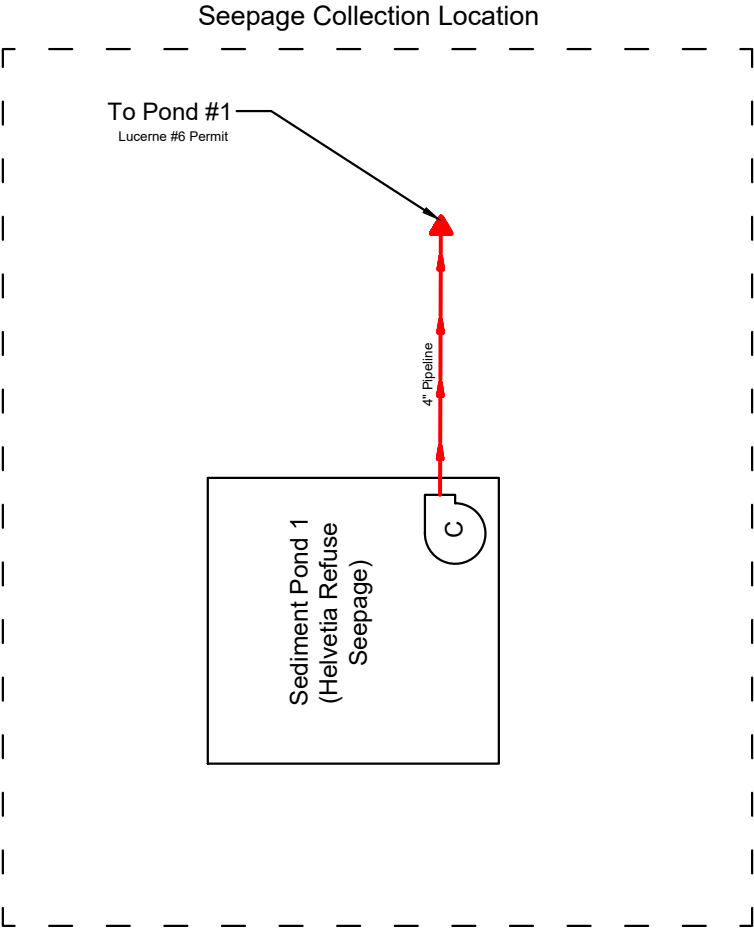
Legend

HDPE Piping (DR 11)

PVC Line

Rock Lined Ditch

10 HP Sub-Pump



Helvetia Coal Company  
LLC

1000 Consol Energy Drive  
Suite 100  
Canonsburg, PA 15317

Helvetia Flow Diagram  
Permit No: 32743710

Scale:  
NO SCALE

Date:  
October 18, 2021

Drawing No:  
EXHIBIT A - Plant Flow  
Diagrams

# **EXHIBIT V-5**

## **Rights of Entry**

**Table of Contents for the Access Documents**  
**Helvetia No. 1 Collection System**

| Parcel Number (Part or Whole) | Current Owner (As of Effective Date) | Description           | Consent to Right of Entry Obtained? |
|-------------------------------|--------------------------------------|-----------------------|-------------------------------------|
| 12-017-121                    | HOMER CITY GENERATION LP             | 3 <sup>rd</sup> Party | Access Agreement                    |
| 12-17-121.01                  | HOMER CITY GENERATION LP             | 3 <sup>rd</sup> Party | Access Agreement                    |
| 12-017-109                    | HOMER CITY GENERATION LP             | 3 <sup>rd</sup> Party | Access Agreement                    |

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 158.6 acres of land located in Center Indiana County, as 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 Helvetia Coal Company proposes to engage in                     

(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)

The Landowner's consent hereunder is specifically limited to construction of a sludge disposal pipeline across the property by mining operator. This consent is not an acknowledgment that the mining operator has the right to use the land for any surface and/or strip mining activities.

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                      day                     , 19                     .

ATTEST

                      
ESST. SECRETARY

ATTEST:

                      
Asst. Secretary

Pennsylvania Electric Company

LANDOWNER (Print Name)

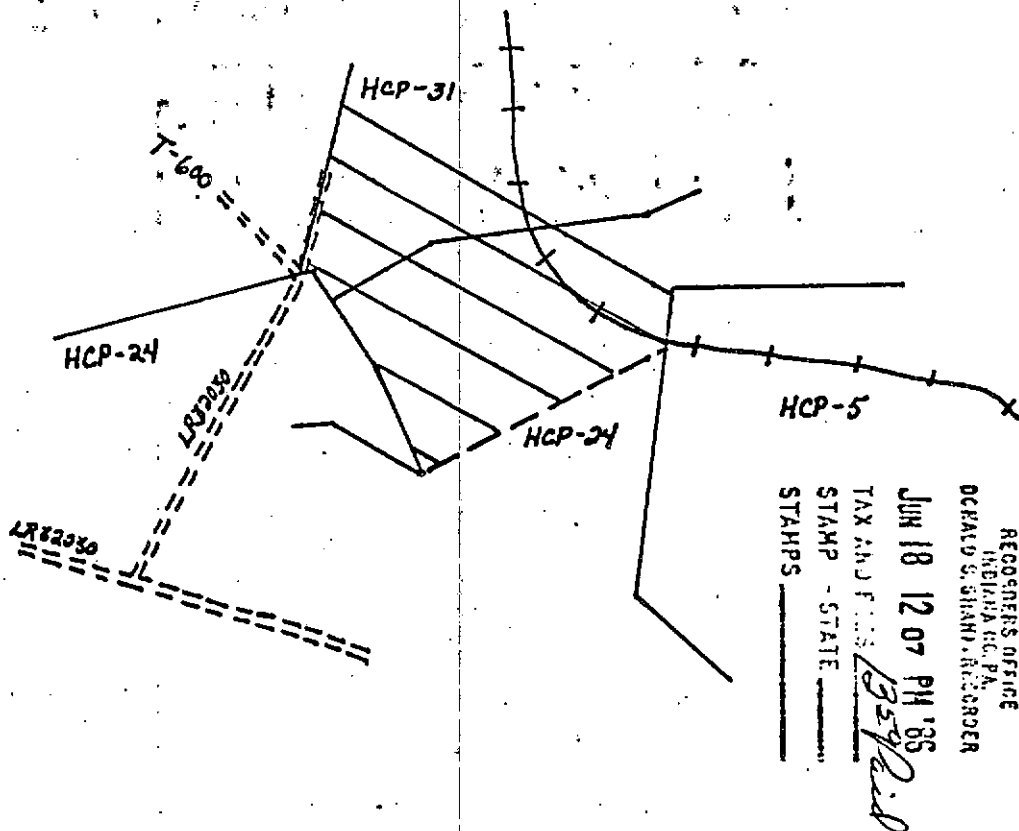
By:                      J. A. Poole  
(Signature) Vice President

New York State Electric & Gas Corporation

(Print Name)

By:                       
(Signature) Executive Vice President

(Print Name)



RECORDER'S OFFICE  
INDIANA CO. PA.  
OSCAR D. SHAND, RECORDER  
JUN 18 12 07 PM '85  
TAX AND FEE \$135.00  
STAMP - STATE  
STAMPS

9903

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Cambria ) SS:

On this the 3rd day of June, 1986,  
before me, a Notary Public, personally appeared  
J. A. Poole

known to me to be the person(s) whose name(s)  
is subscribed to the within instrument, and  
acknowledged that he executed the same for  
the purposes therein contained.

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

Georgiann Knepper  
Notary Public  
GEORGIANN KNEPPER, Notary Public  
for Indiana, Cambria County, Pa.  
My Commission Expires June 29, 1989

EXHIBIT TO "SUPPLEMENTAL C"  
DEPARTMENT OF ENVIRONMENTAL RESOURCES

Landowner: Pennsylvania Electric Company

Township: Center County: Indiana

Signature(s): 

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

BOOK 894 PAGE 836

Corporate Acknowledgment  
with Seal

State of New York  
County of Broome

ss.

On this 16<sup>th</sup> day of JUNE, Nineteen Hundred and Eighty-Six  
before me came R. B. MacKenzie to me personally known,  
who, being by me duly sworn, did depose and say that he resides at 8 Hinds Street  
in the City of Binghamton, New York, and that he is  
an Exec. Vice President of New York State Electric & Gas Corporation  
the corporation described in and which executed the above Instrument; that he knows the seal of said corporation; that the seal affixed to  
said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his  
name thereto by like order.

JACK CARL BUDD  
Notary Public, State of New York  
Residing in Broome County  
My Commission Expires May 31, 1988

*Jack Carl Budd*  
Notary Public



COMMONWEALTH OF PENNSYLVANIA  
INDIANA COUNTY, SS

RECORDED in the office for the Recording of Deeds, etc., in and  
for said county, in Deed Book 894

Volume 894 Page 834

Given under my hand and seal of this office, this 18

day of June 1986  
*Ronald B. Throck* Recorder.



39242

Date Prepared/Revised

May 26, 1995

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL RESOURCES  
BUREAU OF WASTE MANAGEMENT

ID. Number

300491

FORM E  
CONTRACTUAL CONSENT OF LANDOWNER

Check Type(s) of Facility/Activity

- ☐ Hazardous  
☐ Municipal  
☒ Residual

General References: 25 Pa. Code, Section 271.123, 287.123 or 75.265 (z)(10)(v)

**Instructions:** This form should be completed by each owner owning a parcel of land within the permit area. The parcel relative to this form and the outline of the entire proposed permit area should be identified on the map, to be attached.

**Part A:** Complete this part if person/municipality operates the facility on the land which is owned by someone else.

N/A

(I)(We), the undersigned, being the landowner(s) of \_\_\_\_\_ acres of land located in \_\_\_\_\_ County,

(Name and Type of Municipality)

(Name of County)

Pennsylvania, as described in the deed(s) recorded in the Record of Deeds Office at Deed Book(s) and page(s) \_\_\_\_\_ and shown by crosshatched

(Deed Book and Page)

lines on the map attached hereto which is signed in the original by the landowner upon which \_\_\_\_\_, (hereinafter "waste management facility applicant"),

(Solid Waste Management Facility Applicant)

proposes to engage in waste storage, treatment, processing, disposal, or associated pollution abatement or pollution prevention activities, (hereinafter "waste management activities"), for which application for permit will be made to the Department of Environmental Resources (hereinafter "The Department") under The Pennsylvania Solid Waste Management Act, Act 97 of July 7, 1980 (P.L. 380, 35 P.S. §6018.101 et seq., hereinafter "the Act"), and of which application this consent will be made a part, DO HEREBY ACKNOWLEDGE THAT THE SOLID WASTE MANAGEMENT FACILITY APPLICANT AND HIS/HER AGENTS AND REPRESENTATIVES HAVE THE RIGHT TO ENTER UPON AND USE THE LAND FOR THE PURPOSES OF CONDUCTING WASTE MANAGEMENT ACTIVITIES. The right the landowner grant herein \_\_\_\_\_ the subject

(is/is not)

of pending civil litigation. Furthermore, (I)(We), the undersigned, do hereby irrevocably grant to the Commonwealth of Pennsylvania or any of its authorized agents, or employees, and grant to solid waste management facility applicant the right to enter upon the aforesaid land before the initiation of the solid waste management activities or operations, for the duration of the solid waste management activities or operations, and for a period of up to ten (10) years after final closure certification, for the purposes of inspection, monitoring, and maintenance and for the purpose of conducting such pollution abatement or pollution prevention activities required by the Act, or deemed necessary by the Department to carry out any purpose of the Act, the regulations promulgated thereunder and the terms of the permit as the Department deems necessary. (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 the premises, and abate or prevent pollution as a matter within the police power but does not obligate the Commonwealth to do so, does not constitute any ownership interest by the Commonwealth in the aforesaid land, and does not affect or limit any rights available to the Commonwealth under applicable law.

THE LANDOWNER

(Agrees or Does Not Agree)

TO ALLOW THE ABOVE-NAMED SOLID

WASTE MANAGEMENT APPLICANT TO TRANSFER OR ASSIGN, BY WRITTEN AGREEMENT, THIS CONTRACTUAL CONSENT TO ANOTHER SOLID WASTE MANAGEMENT FACILITY APPLICANT.

## FORM E

300491

This Consent shall terminate and become null and void if the solid waste management facility applicant does not apply to the Department of Environmental Resources for a permit to conduct solid waste management activities on the aforesaid land within \_\_\_\_\_ year(s) from the date of this Consent.

(Number of years)

Nothing in this Consent shall preclude or limit the landowner's authority to terminate the right or privilege of the solid waste management facility applicant to conduct waste management activities on the aforesaid land. In the event of said termination, the landowner shall allow the solid waste management facility applicant ample time to bring to closure all waste management activities. When necessary, the landowner shall allow the solid waste management facility applicant access to the land to carry out pollution prevention or pollution abatement activities as required by the Act or deemed necessary by the Department to carry out any purpose of the Act.

This Contractual Consent shall be deemed to be a recordable document. Prior to the initiation of solid waste management facility operations under the permit, this Consent shall be recorded by \_\_\_\_\_ and entered into the deed book (d.b.v.) index at \_\_\_\_\_

(Landowner or Waste Management Facility Applicant)

the office of the recorder of deeds in the county(ies) in which the solid waste management facility is to be located.

**Part B:** Complete this part if person/municipality operates the facility on his/her/its own land.

(I)(We), the undersigned, being the landowner(s) of 167\* and 2400\*\* acres of land located in Blacklick and Center Townships, Indiana County, Pennsylvania, as described in the deed(s) recorded in the Recorder of Deeds Office at Deed Book(s) and page(s) \_\_\_\_\_ and shown by crosshatched lines on the map attached hereto which is \_\_\_\_\_

(Deed Book and Page)

signed in the original by the landowner upon which waste storage, treatment, processing, beneficial use, disposal, or associate pollution abatement or pollution prevention activities, (hereinafter "waste management activities"), will be engaged in under the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, 35 P.S. 56018.101 et seq., hereinafter "the Act"), and of which application this consent will be made a part, hereby irrevocably grant to the Commonwealth of Pennsylvania or any of its authorized agents, or employees, the right to enter upon the aforesaid land. The right of entry applies before the initiation of the solid waste management activities or operations, for the duration of the solid waste management activities or operations at the facility, and for a period of up to 10 years after final closure certification, for the purposes of inspection, monitoring and maintenance and for the purpose of conducting such pollution abatement or pollution prevention activities required by the Act, or deemed necessary by the Department to carry out any purpose of the act, the regulations promulgated thereunder and the terms of the permit as the Department deems necessary.

(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 his contractual consent gives the Commonwealth the right to enter, inspect the premises, and abate or prevent pollution as a matter within the police power but does not obligate the Commonwealth to do so, does not constitute any ownership interest by the Commonwealth in the aforesaid land, and does not affect or limit any rights available to the Commonwealth under applicable law.

This Consent shall terminate and become null and void if the does not apply to the Department of Environmental Resources for a permit to conduct solid waste management activities on the aforesaid land within Three year(s) from the date of this Consent.

(Number of years)

This Contractual Consent shall be deemed to be a recordable document. Prior to the limitation of solid waste management facility operations under the permit, this Consent shall be recorded by \_\_\_\_\_ and entered into the deed book (d.b.v.) index at the \_\_\_\_\_

(Landowner)

office of the recorder of deeds in the county(ies) in which the solid waste management facility is to be located.

\*Permitted Area

\*\*Total Property Owned

## FORM E

I.D. Number

300491

In witness whereof and intending to legally bind (myself) (ourselves), (my) (our) heirs, legal representatives, successors and assigns, (I) (we) have hereunto set (my) (our) hand(s) and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 95.

Pennsylvania Electric Company and  
New York State Electric and Gas Corp.

(Print Name of Landowner)

If the Landowner is an Individual:

ATTEST:

N/A

(Signature of Witness)

(Signature of Witness)

(Printed or Typed Name of Witness)

(Printed or Typed Name of Witness)

If the Landowner is a Corporation:

ATTEST:

By:

(Signature of Secretary or Treasurer)

W. C. Matthews II

(Printed or Typed Name)

Corporate Secretary

(Title)

By:

(Signature of President or V.P.)

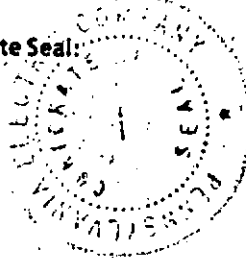
J. G. Herbein

(Printed or Typed Name)

Vice President - Generation

(Title)

Affix Corporate Seal:



300491

FORM E

In witness whereof and intending to legally bind (myself) (~~ourselves~~), (my) (our) heirs, legal representatives, successors and assigns, (I) (we) have hereunto set (my) (~~our~~) hand(s) and seal this 4th day of May, 1995.

Pennsylvania Electric Company and  
New York State Electric and Gas Corp.

(Print Name of Landowner)

If the Landowner is an Individual:

ATTEST:

(Signature of Witness)

(Signature of Witness)

(Printed or Typed Name of Witness)

(Printed or Typed Name of Witness)

If the Landowner is a Corporation:

ATTEST:

By: \_\_\_\_\_  
(Signature of Secretary or Treasurer)

By: J. P. Holler  
(Signature of ~~President~~)

(Printed or Typed Name)

J. P. HOLLER  
(Printed or Typed Name)

(Title)

MANAGER - HOMER CITY OPERATIONS  
(Title)

Affix Corporate Seal:—

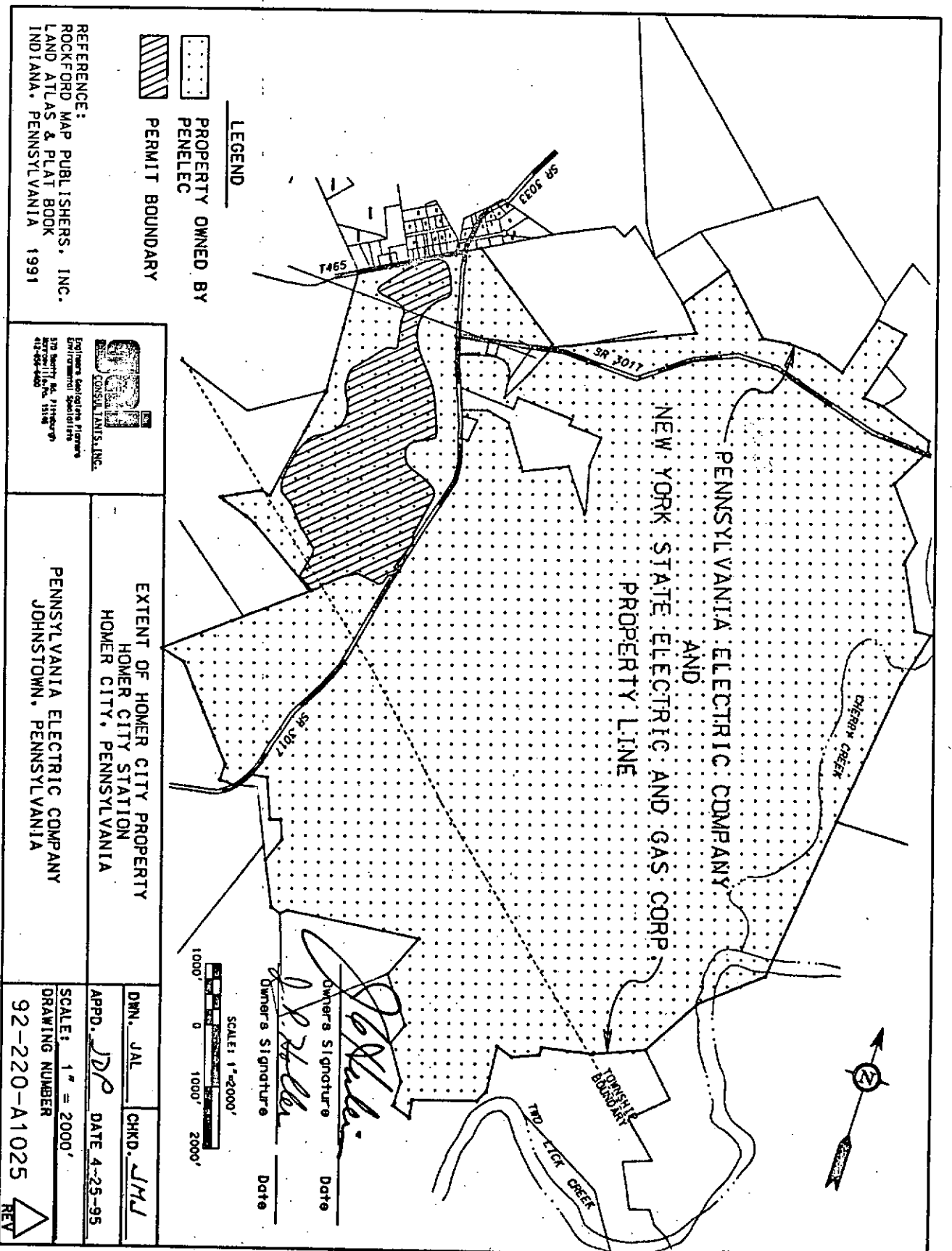


FIGURE 2

**I.D. Number**

300491

**FORM E**

**Part C:**

### ACKNOWLEDGEMENT OF INDIVIDUALS OR PARTNER

STATE OF

N/A

SS

**COUNTY OF**

On \_\_\_\_\_, before me, the undersigned Notary,  
(DATE)  
personally appeared \_\_\_\_\_ known to me (or  
(NAME(S))  
satisfactorily proven) to be the person whose name is subscribed to this instrument, and who acknowledged  
that \_\_\_\_\_ 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

STATE OF

PENNSYLVANIA

**SS**

**COUNTY OF**

CAMBRIA

On May 4 1995, before me, the undersigned Notary,  
(DATE)  
personally appeared J. G. Herbein, who acknowledged  
~~himself~~ (himself) to be ~~the~~ A Vice President of Pennsylvania Electric Company,  
a corporation, and that 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:**

(DATE)

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

**(SIGNED + PRINT NAME)**

(SEALED)

Part C:

## FORM E

I.D. Number

300491

## ACKNOWLEDGEMENT OF INDIVIDUALS OR PARTNER

STATE OF

:

N/A

:

SS

COUNTY OF

:

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

(DATE)

personally appeared \_\_\_\_\_ known to me (or

(NAME(S))

satisfactorily proven) to be the person whose name is subscribed to this instrument, and who acknowledged that \_\_\_\_\_ 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

39242

REG 05-17-95

13:23

PATTY STRE

0001

57

STATE OF

PENNSYLVANIA

:

SS

CONSENT

\$13.50

3 ITEMS

COUNTY OF

CAMBRIA

:

ADD'L PAGE

\$6.00

CHECK REC.

\$19.50

On May 4 1995, before me, the undersigned Notary,

(DATE)

personally appeared J. P. Holler, who acknowledged (herself) (himself) to be the Homer City Station Manager of New York State Electric and Gas Corp. a corporation, and that 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:

(DATE)

NOTARIAL SEAL  
TAMMI R. CARR, Notary Public  
Johnstown, Cambria County, PA  
My Commission Expires Dec. 21, 1998

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

(SIGNED + PRINT NAME)

(SEALED)

COMMONWEALTH OF PENNSYLVANIA  
INDIANA COUNTY

RECORDED in the office for the Recording of Deeds, etc. in and for said county, in \_\_\_\_\_ Book \_\_\_\_\_  
for said county, in \_\_\_\_\_ Page \_\_\_\_\_  
Volume \_\_\_\_\_ of \_\_\_\_\_  
Given under my hand and seal of this office, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_  
Recorder

Mail to:

James R. King RSN  
1001 Broad St  
Johnstown PA 15907

# **EXHIBIT V-6**

## **AMDTreat Cost Worksheets**

Company Name Helvetia Coal Company LLCProject Global TrustSite Name Helvetia REV4**AMD TREAT****Costs****AMD TREAT MAIN COST FORM****AMDTREAT**

| <u>Passive Treatment</u>  | <u>A</u> | <u>S</u> |                 |
|---------------------------|----------|----------|-----------------|
| Vertical Flow Pond        |          |          | \$0             |
| Anoxic Limestone Drain    |          |          | \$0             |
| Anaerobic Wetlands        |          |          | \$0             |
| Aerobic Wetlands          |          |          | \$0             |
| Manganese Removal Bed     |          |          | \$0             |
| Oxic Limestone Channel    |          |          | \$0             |
| Limestone Bed             |          |          | \$0             |
| BIO Reactor               |          |          | \$0             |
| Passive Subtotal:         |          |          | <b>\$0</b>      |
| <u>Active Treatment</u>   |          |          |                 |
| Caustic Soda              |          |          | \$0             |
| Hydrated Lime             |          |          | \$0             |
| Pebble Quick Lime         |          |          | \$0             |
| Ammonia                   |          |          | \$0             |
| Oxidants                  |          |          | \$0             |
| Soda Ash                  |          |          | \$0             |
| Active Subtotal:          |          |          | <b>\$0</b>      |
| <u>Ancillary Cost</u>     |          |          |                 |
| Ponds                     |          |          | \$0             |
| Roads                     |          |          | \$0             |
| Land Access               |          |          | \$0             |
| Ditching                  |          |          | \$0             |
| Engineering Cost          |          |          | \$0             |
| Ancillary Subtotal:       |          |          | <b>\$0</b>      |
| Other Cost (Capital Cost) |          |          | \$0             |
| Total Capital Cost:       |          |          | <b>\$0</b>      |
| <u>Annual Costs</u>       |          |          |                 |
| Sampling                  | 1        | 0        | \$8,813         |
| Labor                     | 1        | 0        | \$22,295        |
| Maintenance               |          |          | \$0             |
| Pumping                   |          |          | \$0             |
| Chemical Cost             |          |          | \$0             |
| Oxidant Chem Cost         |          |          | \$0             |
| Sludge Removal            |          |          | \$0             |
| Other Cost (Annual Cost)  |          |          | \$20,165        |
| Land Access (Annual Cost) |          |          | \$0             |
| Total Annual Cost:        |          |          | <b>\$51,273</b> |
| Other Cost                | 1        | 0        |                 |

**Water Quality**

|              |        |      |
|--------------|--------|------|
| Design Flow  | 8.42   | gpm  |
| Typical Flow | 8.42   | gpm  |
| Total Iron   | 605.46 | mg/L |
| Ferrous Iron | 567.01 | mg/L |
| Aluminum     | 322.31 | mg/L |
| Manganese    | 59.27  | mg/L |
| pH           | 3.46   | su   |
| Alkalinity   | 0.00   | mg/L |
| TIC          | 0.00   | mg/L |

- ☐ Calculate Net Acidity  
☒ Enter Hot Acidity manually

|         |         |      |
|---------|---------|------|
| Acidity | 3570.92 | mg/L |
|---------|---------|------|

|                        |         |         |
|------------------------|---------|---------|
| Sulfate                | 6112.31 | mg/L    |
| Chloride               | 0.33    | mg/L    |
| Calcium                | 0.00    | mg/L    |
| Magnesium              | 0.00    | mg/L    |
| Sodium                 | 0.00    | mg/L    |
| Water Temperature      | 13.86   | C       |
| Specific Conductivity  | 0.00    | uS/cm   |
| Total Dissolved Solids | 6230.61 | mg/L    |
| Dissolved Oxygen       | 0.01    | mg/L    |
| Typical Acid Loading   | 65.8    | tons/yr |

**Total Annual Cost: per**  
**1000 Gal of H2O Treated \$11.577**



AMDTREAT

**AMD TREAT****SAMPLING**Sampling Name Helvetia 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  \$

Company Name Helvetia Coal Company LLC

Printed on 02/27/2023

Project Global Trust

Site Name Helvetia REV3



AMDTREAT

## AMD TREAT

### LABOR

Labor Name Helvetia 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 Helvetia Coal Company LLCProject Global TrustSite Name Helvetia 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 | 20,165.00 | 1 | 20,165 | <input type="radio"/> Capital Cost<br><input checked="" type="radio"/> Annual Cost |
| 2.                                                                                 | 0.00      | 0 | 0      | <input checked="" type="radio"/> Capital Cost<br><input type="radio"/> Annual Cost |
| 3.                                                                                 | 0.00      | 0 | 0      | <input checked="" type="radio"/> Capital Cost<br><input type="radio"/> Annual Cost |
| 4.                                                                                 | 0.00      | 0 | 0      | <input checked="" type="radio"/> Capital Cost<br><input type="radio"/> Annual Cost |
| 5.                                                                                 | 0.00      | 0 | 0      | <input checked="" type="radio"/> Capital Cost<br><input type="radio"/> Annual Cost |
| 6.                                                                                 | 0.00      | 0 | 0      | <input checked="" type="radio"/> Capital Cost<br><input type="radio"/> Annual Cost |
| 7.                                                                                 | 0.00      | 0 | 0      | <input checked="" type="radio"/> Capital Cost<br><input type="radio"/> Annual Cost |
| 8.                                                                                 | 0.00      | 0 | 0      | <input checked="" type="radio"/> Capital Cost<br><input type="radio"/> Annual Cost |
| 9.                                                                                 | 0.00      | 0 | 0      | <input checked="" type="radio"/> Capital Cost<br><input type="radio"/> Annual Cost |
| 10.                                                                                | 0.00      | 0 | 0      | <input checked="" type="radio"/> Capital Cost<br><input type="radio"/> Annual Cost |
| 11.                                                                                | 0.00      | 0 | 0      | <input checked="" type="radio"/> Capital Cost<br><input type="radio"/> Annual Cost |
| 12.                                                                                | 0.00      | 0 | 0      | <input checked="" type="radio"/> Capital Cost<br><input type="radio"/> Annual Cost |
| 13.                                                                                | 0.00      | 0 | 0      | <input checked="" type="radio"/> Capital Cost<br><input type="radio"/> Annual Cost |
| 14.                                                                                | 0.00      | 0 | 0      | <input checked="" type="radio"/> Capital Cost<br><input type="radio"/> Annual Cost |
| 15.                                                                                | 0.00      | 0 | 0      | <input checked="" type="radio"/> Capital Cost<br><input type="radio"/> Annual Cost |

Record Number

1 of 1

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

# **EXHIBIT V-7**

## **AMDTreat Recapitalization Worksheet**

Company Name Helvetia Coal Company LLC

Printed on 07/13/2022

Project Global TrustSite Name Helvetia\_REV1

## AMD TREAT RECAPITIALIZATION COST

AMDTREAT

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

| A.                               | B                  | C        | D               | E          | F                 | G        |
|----------------------------------|--------------------|----------|-----------------|------------|-------------------|----------|
| Description of Item              | Unit Cost Per Item | Quantity | Total Item Cost | Life Cycle | Number of Periods | Total PV |
| 1. Submersible Pump - 10 Hp      | 13,611             | 1        | 13,611          | 10         | 7                 | 20,157   |
| 2. Sediment Pond 1               | 12,011             | 1        | 12,011          | 75         | 1                 | 274      |
| 3. Sediment Pond 5               | 4,186              | 1        | 4,186           | 75         | 1                 | 95       |
| 4. Sed Pond No. 3                | 13,355             | 1        | 13,355          | 75         | 1                 | 305      |
| 5. 4" PVC Pipeline               | 5,729              | 1        | 5,729           | 10         | 7                 | 8,484    |
| 6. All Ditches                   | 304,008            | 1        | 304,008         | 10         | 7                 | 450,223  |
| 7. 4" HDPE Pipe                  | 11,092             | 1        | 11,092          | 75         | 1                 | 253      |
| 8. 18" UIC (Pond 3) Cleaning     | 10,000             | 1        | 10,000          | 10         | 7                 | 14,810   |
| 9. 18" UIC (Pond 3) Replacement  | 280,000            | 1        | 280,000         | 15         | 5                 | 242,153  |
| 10. 4" UIC (Pond 5) Cleaning     | 10,000             | 1        | 10,000          | 7          | 10                | 22,941   |
| 11. Seepage Borehole Cleaning    | 10,000             | 1        | 10,000          | 40         | 1                 | 1,332    |
| 12. Seepage Borehole Replacement | 40,000             | 1        | 40,000          | 15         | 5                 | 34,593   |
| 13. Pond Cleaning/Sludge Removal | 280,000            | 1        | 280,000         | 50         | 1                 | 22,523   |
| 14. Roads                        | 14,252             | 1        | 14,252          | 25         | 3                 | 5,514    |
| 15.                              | 0                  | 0        | 0               | 0          | 0                 | 0        |
| 16.                              | 0                  | 0        | 0               | 0          | 0                 | 0        |
| 17.                              | 0                  | 0        | 0               | 0          | 0                 | 0        |
| 18.                              | 0                  | 0        | 0               | 0          | 0                 | 0        |
| 19.                              | 0                  | 0        | 0               | 0          | 0                 | 0        |
| 20.                              | 0                  | 0        | 0               | 0          | 0                 | 0        |

 Total Capital Cost  \$    PV Grand Total  \$

**Global Trust**  
**Addendum to Exhibit E - Facility Details and Measurements**  
*Helvetia - 32743710*

**0. Unit Costs**

| Item                            | Unit Cost   | Unit            | Discount | ReCap Unit Cost | Description                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------------------|-------------|-----------------|----------|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Pond Construction               | \$ 3.29     | yd <sup>3</sup> | 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. |
| Pipeline Install                | \$ 2.50     | Per inch-ft     | 0%       | \$ 2.50         | Based on the costs from contractor bids from various ongoing capital projects. The discount assumes that 20% of the pipe will be repaired within the recapitalization period.                                                                                                                                                                                                                                  |
| Concrete Vault Construction     | \$ 1,385.47 | yd <sup>3</sup> | 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 <sup>3</sup> | 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 |  | Bank Width (ft.) | Depth (ft.) | Estimated Bank |         |       | Subtractable | Bottom Length | Bottom Width | Middle Pond Area (ft <sup>3</sup> ) | Middle Pond Volume (yd <sup>3</sup> ) | Slope Area (ft <sup>2</sup> ) | Slope Area (ft <sup>3</sup> ) | Slope Area (yd <sup>3</sup> ) | Total Pond Area (yd <sup>3</sup> ) | ReCap Cost | Lifetime (Years) |
|-----------------|-------------|--|------------------|-------------|----------------|---------|-------|--------------|---------------|--------------|-------------------------------------|---------------------------------------|-------------------------------|-------------------------------|-------------------------------|------------------------------------|------------|------------------|
|                 | (ft.)       |  |                  |             | Slope (X:1)    | Slope % |       |              |               |              |                                     |                                       |                               |                               |                               |                                    |            |                  |
| Sediment Pond 1 | 360.00      |  | 53.00            | 7.00        | 2.00           | 50%     | 14.00 |              | 332.00        | 25.00        | 58,100.00                           | 2,151.85                              | 49.00                         | 40,474.00                     | 1,499.04                      | 3,650.89                           | \$ 12,011  | 75.00            |
| Sediment Pond 5 | 156.00      |  | 55.00            | 5.00        | 2.00           | 50%     | 10.00 |              | 136.00        | 35.00        | 23,800.00                           | 881.48                                | 25.00                         | 10,550.00                     |                               | 1,272.22                           | \$ 4,186   | 75.00            |
| Sed Pond No. 3  | 180.00      |  | 81.00            | 10.00       | 2.00           | 50%     | 20.00 |              | 140.00        | 41.00        | 57,400.00                           | 2,125.93                              | 100.00                        | 52,200.00                     | 1,933.33                      | 4,059.26                           | \$ 13,355  | 75.00            |

**2. Ditches**

| Ditch ID               | Base Width (ft.) | Bank Width (ft.) | Depth (ft.) | Ditch Area (ft <sup>2</sup> ) | Ditch Construction | Length (ft.) | Ditch Volume (ft <sup>3</sup> ) | Ditch Volume (yd <sup>3</sup> ) | Total Costs | ReCap Cost | Lifetime (Years) |
|------------------------|------------------|------------------|-------------|-------------------------------|--------------------|--------------|---------------------------------|---------------------------------|-------------|------------|------------------|
| Treatment Pond Ditches | 2.00             | 4.00             | 5.00        | 15.00                         | Rock Lined Ditch   | 5,635.00     | 84,525.00                       | 3,130.56                        | \$ 608,017  | \$ 304,008 | 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 <sup>3</sup> ) | Concrete Volume (yd <sup>3</sup> ) | ReCap Cost | Lifetime (Years) |
|----------|-------------|-----------------------------------------|------------------------------------------|-----------------------------------------|-------------|----------------------|------------------------------------|------------------------------------|------------|------------------|
|          | Rectangular | N/A                                     |                                          |                                         |             |                      | -                                  | -                                  | \$ -       |                  |

**4. Turbidity Boom**

| Boom ID | Length (ft.) | ReCap Cost | Lifetime (Years) |
|---------|--------------|------------|------------------|
|         |              | \$ -       |                  |

**5. Access Roads**

| Road ID   | Type        | Width (ft.) | Length (ft.) | Depth (in.) | Road Volume (ft. <sup>3</sup> ) | Road Volume (yd <sup>3</sup> ) | Total Costs | ReCap Cost | Lifetime (Years) |
|-----------|-------------|-------------|--------------|-------------|---------------------------------|--------------------------------|-------------|------------|------------------|
| CRDA Road | Gravel Road | 25.00       | 1,901.00     | 8.00        | 31,683.33                       | 1,173.46                       | \$ 28,503   | \$ 14,252  | 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 |
|--------------|---------------|----------------|--------------|---------------------------------|------------------------------|----------------------------|------------|----------|
| 4" PVC Line  | PVC           | 4.00           | 615.00       | \$ 10.63                        | \$ 8.00                      | \$ 18.63                   | \$ 5,729   | 10       |
| 4" HDPE Line | HDPE          | 4.00           | 470.00       | \$ 15.60                        | \$ 8.00                      | \$ 23.60                   | \$ 11,092  | 75       |

Project Global Trust

Site Name Helvetia REV4

|                    |                 |     |
|--------------------|-----------------|-----|
| Life of Trust Fund | <div>75</div>   | yrs |
| Inflation Rate     | <div>3.10</div> | %   |
| Return Rate        | <div>8.43</div> | %   |



**AMD TREAT  
RECAPITIALIZATION COST**

**AMDTREAT**

| Year | Trust Fund<br>Growth<br>Fund Before Payout | Trust Fund<br>Growth<br>Fund After Payout | Payout<br>Schedule  | Year | Trust Fund<br>Growth<br>Fund Before Payout | Trust Fund<br>Growth<br>Fund After Payout | Payout<br>Schedule |
|------|--------------------------------------------|-------------------------------------------|---------------------|------|--------------------------------------------|-------------------------------------------|--------------------|
|      | 823,657                                    | 823,657                                   | Initial Fund Amount |      |                                            |                                           |                    |
| 1    | 893,091                                    | 893,091                                   | 0                   | 51   | 3,187,843                                  | 3,187,843                                 | 0                  |
| 2    | 968,379                                    | 968,379                                   | 0                   | 52   | 3,456,578                                  | 3,456,578                                 | 0                  |
| 3    | 1,050,013                                  | 1,050,013                                 | 0                   | 53   | 3,747,967                                  | 3,747,967                                 | 0                  |
| 4    | 1,138,529                                  | 1,138,529                                 | 0                   | 54   | 4,063,921                                  | 4,063,921                                 | 0                  |
| 5    | 1,234,507                                  | 1,234,507                                 | 0                   | 55   | 4,406,510                                  | 4,406,510                                 | 0                  |
| 6    | 1,338,576                                  | 1,338,576                                 | 0                   | 56   | 4,777,978                                  | 4,722,709                                 | 55,269             |
| 7    | 1,451,418                                  | 1,439,036                                 | 12,382              | 57   | 5,120,833                                  | 5,120,833                                 | 0                  |
| 8    | 1,560,346                                  | 1,560,346                                 | 0                   | 58   | 5,552,520                                  | 5,552,520                                 | 0                  |
| 9    | 1,691,884                                  | 1,691,884                                 | 0                   | 59   | 6,020,597                                  | 6,020,597                                 | 0                  |
| 10   | 1,834,509                                  | 1,382,149                                 | 452,360             | 60   | 6,528,133                                  | 2,448,093                                 | 4,080,040          |
| 11   | 1,498,664                                  | 1,498,664                                 | 0                   | 61   | 2,654,467                                  | 2,654,467                                 | 0                  |
| 12   | 1,625,002                                  | 1,625,002                                 | 0                   | 62   | 2,878,239                                  | 2,878,239                                 | 0                  |
| 13   | 1,761,989                                  | 1,761,989                                 | 0                   | 63   | 3,120,874                                  | 3,052,436                                 | 68,437             |
| 14   | 1,910,525                                  | 1,895,192                                 | 15,332              | 64   | 3,309,757                                  | 3,309,757                                 | 0                  |
| 15   | 2,054,957                                  | 1,549,098                                 | 505,859             | 65   | 3,588,769                                  | 3,588,769                                 | 0                  |
| 16   | 1,679,687                                  | 1,679,687                                 | 0                   | 66   | 3,891,303                                  | 3,891,303                                 | 0                  |
| 17   | 1,821,284                                  | 1,821,284                                 | 0                   | 67   | 4,219,340                                  | 4,219,340                                 | 0                  |
| 18   | 1,974,818                                  | 1,974,818                                 | 0                   | 68   | 4,575,030                                  | 4,575,030                                 | 0                  |
| 19   | 2,141,296                                  | 2,141,296                                 | 0                   | 69   | 4,960,705                                  | 4,960,705                                 | 0                  |
| 20   | 2,321,807                                  | 1,707,944                                 | 613,862             | 70   | 5,378,892                                  | 2,469,240                                 | 2,909,652          |
| 21   | 1,851,924                                  | 1,832,938                                 | 18,985              | 71   | 2,677,397                                  | 2,677,397                                 | 0                  |
| 22   | 1,987,455                                  | 1,987,455                                 | 0                   | 72   | 2,903,102                                  | 2,903,102                                 | 0                  |
| 23   | 2,154,997                                  | 2,154,997                                 | 0                   | 73   | 3,147,833                                  | 3,147,833                                 | 0                  |
| 24   | 2,336,664                                  | 2,336,664                                 | 0                   | 74   | 3,413,196                                  | 3,413,196                                 | 0                  |
| 25   | 2,533,645                                  | 2,503,071                                 | 30,573              | 75   | 3,700,928                                  | -0                                        | 3,700,928          |
| 26   | 2,714,080                                  | 2,714,080                                 | 0                   | 76   | 0                                          | 0                                         | 0                  |
| 27   | 2,942,877                                  | 2,942,877                                 | 0                   | 77   | 0                                          | 0                                         | 0                  |
| 28   | 3,190,962                                  | 3,167,452                                 | 23,509              | 78   | 0                                          | 0                                         | 0                  |
| 29   | 3,434,469                                  | 3,434,469                                 | 0                   | 79   | 0                                          | 0                                         | 0                  |
| 30   | 3,723,994                                  | 2,091,301                                 | 1,632,692           | 80   | 0                                          | 0                                         | 0                  |
| 31   | 2,267,598                                  | 2,267,598                                 | 0                   | 81   | 0                                          | 0                                         | 0                  |
| 32   | 2,458,757                                  | 2,458,757                                 | 0                   | 82   | 0                                          | 0                                         | 0                  |
| 33   | 2,666,030                                  | 2,666,030                                 | 0                   | 83   | 0                                          | 0                                         | 0                  |
| 34   | 2,890,776                                  | 2,890,776                                 | 0                   | 84   | 0                                          | 0                                         | 0                  |
| 35   | 3,134,469                                  | 3,105,358                                 | 29,110              | 85   | 0                                          | 0                                         | 0                  |
| 36   | 3,367,140                                  | 3,367,140                                 | 0                   | 86   | 0                                          | 0                                         | 0                  |
| 37   | 3,650,990                                  | 3,650,990                                 | 0                   | 87   | 0                                          | 0                                         | 0                  |
| 38   | 3,958,768                                  | 3,958,768                                 | 0                   | 88   | 0                                          | 0                                         | 0                  |
| 39   | 4,292,492                                  | 4,292,492                                 | 0                   | 89   | 0                                          | 0                                         | 0                  |
| 40   | 4,654,349                                  | 3,490,006                                 | 1,164,343           | 90   | 0                                          | 0                                         | 0                  |
| 41   | 3,784,213                                  | 3,784,213                                 | 0                   | 91   | 0                                          | 0                                         | 0                  |
| 42   | 4,103,223                                  | 4,067,176                                 | 36,046              | 92   | 0                                          | 0                                         | 0                  |
| 43   | 4,410,039                                  | 4,410,039                                 | 0                   | 93   | 0                                          | 0                                         | 0                  |
| 44   | 4,781,805                                  | 4,781,805                                 | 0                   | 94   | 0                                          | 0                                         | 0                  |
| 45   | 5,184,912                                  | 3,920,787                                 | 1,264,124           | 95   | 0                                          | 0                                         | 0                  |
| 46   | 4,251,309                                  | 4,251,309                                 | 0                   | 96   | 0                                          | 0                                         | 0                  |
| 47   | 4,609,695                                  | 4,609,695                                 | 0                   | 97   | 0                                          | 0                                         | 0                  |
| 48   | 4,998,292                                  | 4,998,292                                 | 0                   | 98   | 0                                          | 0                                         | 0                  |
| 49   | 5,419,648                                  | 5,375,013                                 | 44,634              | 99   | 0                                          | 0                                         | 0                  |
| 50   | 5,828,127                                  | 2,940,000                                 | 2,888,126           | 100  | 0                                          | 0                                         | 0                  |

# **EXHIBIT V-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: **(Helvetia) Refuse Disposal Area No. 1**

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

|                            |                    |
|----------------------------|--------------------|
| Inflation Rate:            | <b>3.1%</b>        |
| Yrs to Treat start:        | <b>0</b>           |
| Annual Treatment Cost:     | <b>\$51,272.88</b> |
| Trust Fees:                | <b>1.50%</b>       |
| Bond (not needed for rec): | <b>\$0.00</b>      |
| Investment Ratios:         |                    |
| stock:                     | <b>80%</b>         |
| bond:                      | <b>20%</b>         |
| Effective Rate of Return:  | <b>8.43%</b>       |
| Volatility Index:          | <b>1.16</b>        |
| Rec Bond Rate of Return:   | <b>6.00%</b>       |
| Remaining Time on Permit:  | <b>5</b> years     |

| Options             | O&M only              | Total with Recap      | Total with Recap & Insurance |                 |
|---------------------|-----------------------|-----------------------|------------------------------|-----------------|
| option #1           |                       |                       |                              |                 |
| conventional bond:  | <b>\$2,119,329.17</b> | <b>\$2,119,329.17</b> | <b>\$2,221,376.69</b>        | bond in year    |
| bond adjustment:    | <b>\$2,119,329.17</b> | <b>\$2,119,329.17</b> | <b>\$2,221,376.69</b>        | <b>6</b>        |
| option #2           |                       |                       |                              |                 |
| fully funded trust: | <b>\$1,175,359.11</b> | <b>\$1,999,016.11</b> | <b>\$2,044,840.76</b>        | trust in year 1 |

|                                          |                            |                     |                     |                                         |
|------------------------------------------|----------------------------|---------------------|---------------------|-----------------------------------------|
| PV of Recap (todays \$\$) @ <b>8.43%</b> | Eff RoR & <b>3.1%</b> Inf: | <b>\$823,657.00</b> | for trust in year 1 |                                         |
| PV of Recap (todays \$\$) @ <b>6.00%</b> | Eff RoR & <b>3.1%</b> Inf: |                     | for bond in year 1  | <b>\$0.00</b> for bond in year <b>6</b> |

|                                                                                               |                            |                                  |
|-----------------------------------------------------------------------------------------------|----------------------------|----------------------------------|
| Liability Insurance Factor @ <b>\$1.00</b> per year, per \$1000 in the total PV of the Trust: | <b>\$1,999.02</b> per year | PV Insurance: <b>\$45,824.65</b> |
| Liability Insurance Factor @ <b>\$1.00</b> per year, per \$1000 in total Bond:                | <b>\$2,119.33</b> per year | PV Insurance: <b>\$87,601.01</b> |

Fields in RED can be updated

Fields in BLUE are fixed or calculated

Fields in GREEN are partial amounts

Highlighted Fields in GREEN are final amounts

# **EXHIBIT V-9**

## **Bill of Sale**

## **BILL OF SALE AND LICENSE AGREEMENT**

This Bill of Sale and License Agreement is entered into this 2<sup>nd</sup> day of October, 2024, by and between Helvetia Coal Company LLC ("Helvetia" 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**, Helvetia 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**, Helvetia 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 Helvetia 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 Helvetia Refuse Disposal Area No. 1 - Helvetia No. 1 Collection System, 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 Helvetia 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 Helvetia, or its successor, is conducting the necessary water treatment operations. Pursuant to the exercise of the rights granted under this License, Helvetia 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, Helvetia agrees that any and all parts, additional equipment, replacements, and upgrades to the Personal Property and the Helvetia Refuse Disposal Area No. 1 - Helvetia No. 1 Collection System 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, Helvetia, 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:**

Helvetia Coal Company LLC

James A Brock  
(signature)

Witness:

Steven F. Aspinell

By: James A. Brock

Title: President

**TRUSTEE:**

Somerset Trust Company

Lisa M. Bittner  
(signature)

Witness:

William J. McQuinn

By: Lisa M. Bittner

Title: VP & Sr Trust Officer

# Inventory of Personal Property for Helvetia Refuse Disposal Area

## No. 1

8/23/2024

### Installed Equipment Listing:

| Index | Item                     | Notes |
|-------|--------------------------|-------|
| I1    | Submersible Pump - 10 Hp |       |
| I2    | 4" PVC Pipeline          |       |
| I3    | 4" HDPE Pipe             |       |

### Spare Equipment Listing:

| Index | Item             | Storage Location |
|-------|------------------|------------------|
| S1    | Submersible Pump | Lucerne 6        |