

IN THE COURT OF COMMON PLEAS OF INDIANA COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA, :
DEPARTMENT OF ENVIRONMENTAL :
PROTECTION, :
 :
v. : No. _____
 :
KEYSTONE-CONEMAUGH PROJECTS, :
LLC. :

CONSENT DECREE

Upon consideration of the Motion for Entry of Consent Decree and Order, filed by the Parties, and after public notice and an opportunity for comment have been duly provided, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

Background

The Parties

A. The Plaintiff is the Pennsylvania Department of Environmental Protection (“Department”), the agency with the duty and authority to administer and enforce the Clean Streams Law, Act of June 22, 1937, P.L. 1987, *as amended*, 35 P.S. §§ 691.1-691.1001 (“Clean Streams Law”); Section 1917-A of the Administrative Code of 1929, Act of April 9, 1929, P.L. 177, *as amended*, 71 P.S. § 510-17 (“Administrative Code”); and the rules and regulations promulgated thereunder (“Rules and Regulations”). Pursuant to a delegation from the U.S. Environmental Protection Agency (“EPA”), the Department administers and enforces the National Pollutant Discharge Elimination System (“NPDES”) Permitting Program, which was established in the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*

B. The Defendant, Keystone-Conemaugh Projects, LLC (“KEY-CON”), is a limited liability company organized under the laws of the State of Delaware with a registered mailing address of 175 Cornell Road, Suite 1, Blairsville, PA 15717.

Jurisdiction

C. This Court has original jurisdiction over this matter by reason of Section 601(a) of the Clean Streams Law, 35 P.S. § 691.601(a), and Section 931 of the Judicial Code, 42 Pa. C.S. § 931.

Compliance with Effluent Limitations Guidelines at 40 C.F.R. Part 423

D. Under NPDES Permit No.'s PA0005011 and PA0002062, the Department has authorized KEY-CON to discharge industrial wastewater, stormwater, and sewage from the Conemaugh Generating Station ("Conemaugh Station"), a 1,711 net megawatt ("MW") coal-fired steam electric generating plant located in West Wheatfield Township, Indiana County, Pennsylvania, and the Keystone Generating Station ("Keystone Station"), a 1,711 net MW coal-fired steam electric generating plant located in Plumcreek Township, Armstrong County and Armstrong Township, Indiana County, Pennsylvania. Collectively, the Conemaugh Station and Keystone Station are referred to as the "Stations" in this Consent Decree. Individually, either the Conemaugh Station or Keystone Station is referred to as the "Station" in this Consent Decree.

E. The Stations' wastewater discharges are subject to applicable requirements in the Steam Electric Power Generating Point Source Category Effluent Limitation Guidelines ("ELGs") at 40 C.F.R. Part 423, in particular the Best Available Technology Economically Achievable requirements for bottom ash ("BA") transport water and flue gas desulfurization wastewater ("FGD wastewater") in 40 C.F.R. §§ 423.13(k) and (g). These requirements became effective on December 14, 2020.

F. On September 23, 2021, the Conemaugh Station submitted a Notice of Planned Participation to the Department informing the Department of its intent to achieve permanent cessation of coal combustion ("PC3") for the Station's two existing coal-fired steam turbine-

driven electric generating units by December 31, 2028 based on the compliance option in 40 C.F.R. § 423.19(g).

G. On September 23, 2021, the Keystone Station submitted a Notice of Planned Participation to the Department informing the Department of its intent to achieve PC3 in the Station's two existing coal-fired steam turbine-driven electric generating units by December 31, 2028 based on the compliance option in 40 C.F.R. § 423.19(g).

H. KEY-CON has advised that it selected the PC3 compliance option at 40 C.F.R. § 423.19(g) for the Conemaugh Generating Station and Keystone Generating Station, based on the long-term outlook for the wholesale electricity market at that time (*i.e.*, in 2021) and based on other considerations.

I. By selecting the compliance option of PC3 for the respective Stations' two existing coal-fired steam turbine-driven electric generating units by December 31, 2028 based on the compliance option in 40 C.F.R. § 423.19(g), KEY-CON was not required to modify, change, or otherwise revise its procedures related to discharges of BA transport water and FGD wastewater to meet requirements under 40 C.F.R. § 423.13.

J. On or about May 8, 2024, the EPA published revisions to the ELGs. In this rulemaking action, EPA retained the 2020 revisions to the ELGs, including provisions allowing applicable facilities to switch from PC3 by December 31, 2028, 40 C.F.R. §§ 423.13(g)(2)(i) and (k)(2)(ii), to the voluntary incentives program limitations under 40 C.F.R. § 423.13(g)(3)(i) or generally applicable limitations under 40 C.F.R. § 423.13(k)(1)(i), provided that the applicable facility notify the permitting authority by December 31, 2025.

K. Due to recent changes in the long-term electricity market outlook based on recent projections by PJM Interconnection LLC and the U.S. Department of Energy¹, including the need for electricity generators to cover projected increased electrical demand driven by build-out of data centers, particularly within the Mid-Atlantic Area Council, a portion of the PJM Interconnection LLC regional transmission organization that the Stations serve, KEY-CON has recently reevaluated its 2021 decision to achieve PC3 at the Stations by December 31, 2028.

L. Pursuant to 40 C.F.R. § 423.13(o)(1)(ii)(B), on December 18, 2025, KEY-CON notified the Department pursuant to 40 C.F.R. § 423.19(l) that it intended to convert from PC3 under 40 C.F.R. §§ 423.13(g)(2)(i) and (k)(2)(ii) to the voluntary incentives program (“VIP”) limitations under 40 C.F.R. § 423.13(g)(3)(i) and generally applicable BA transport water limitations under 40 C.F.R. § 423.13(k)(1)(i) at the Stations.

M. By converting from PC3 under 40 C.F.R. §§ 423.13(g)(2)(i) and (k)(2)(ii) to the generally applicable BA transport water limitations under 40 C.F.R. § 423.13(k)(1)(i) at the Stations, KEY-CON has selected a compliance option that requires it to engineer, design, construct, and install high rate recycle systems for BA transport water (“Bottom Ash System Upgrades”). See 40 C.F.R. § 423.13(k)(2). Installation and operation of the Bottom Ash System Upgrades at the Stations will significantly reduce discharges of BA transport water from the Stations. Such Bottom Ash System Upgrades would not have been required if the Stations had not changed their compliance strategy from PC3 to VIP.

N. KEY-CON estimates that engineering, designing, constructing, and installing the Bottom Ash System Upgrades required by this new compliance option will require multi-million-

¹ See U.S. Department of Energy, *Resource Adequacy Report: Evaluating the Reliability and Security of the United States Electric Grid* (July 2025), p. 27, available at <https://www.energy.gov/sites/default/files/2025-07/DOE%20Final%20EO%20Report%20%28FINAL%20JULY%207%29.pdf>.

dollar investments at the Stations. KEY-CON will also need to obtain permits from the Department and other approvals to construct, install, and operate the new Bottom Ash System Upgrades.

O. Facilities that elect to switch from PC3 to VIP are required to demonstrate compliance with the VIP requirements (applicable to FGD wastewater discharges) no later than December 31, 2028 (*i.e.*, at least three years following the decision to switch compliance strategy from PC3). *See* 40 C.F.R. § 423.13(g)(3)(i). In addition, facilities that elect to switch from PC3 to VIP are required to demonstrate compliance with the BA transport water limitations by December 31, 2025 (*i.e.*, a limited time following the decision to switch compliance strategy from PC3). *See* 40 C.F.R. § 423.13(k)(1)(i). Consequently, KEY-CON has advised the Department that it is not feasible for the Stations to design, engineer, construct, and install the equipment necessary to meet the generally applicable BA transport water limitations under 40 C.F.R. § 423.13(k)(1)(i) by December 31, 2025.

P. On November 3, 2025, consistent with Executive Order 14154, *Unleashing American Energy* (Jan. 20, 2025), the EPA proposed a rule that would, among other things, revise 40 C.F.R. § 423.18 to allow the Department, as the NPDES permitting authority, to establish alternative applicability dates for the FGD and BA transport water limitations under 40 C.F.R. §§ 423.13(g) and (k) and an associated schedule of milestones in the Stations' NPDES permits, if KEY-CON meets one of the specified circumstances, KEY-CON submits a request letter meeting the proposed requirements, and the Department finds that the request is factually supported. 90 Fed. Reg. 47693, 47711-12 (listing proposed revisions to 40 C.F.R. § 423.18). EPA's proposal lists "an unexpected change in regional capacity market prices" or "an unexpected change in local demand which materially exceeds projections made in the most recent iterations of

integrated resources plans or other planning documents” as specified circumstances that would allow the Department to adjust the applicability dates. *Id.* at 47712.

Q. This proposed rule, however, is unlikely to be finalized before the current deadline of December 31, 2025 for KEY-CON to convert to the compliance options under 40 C.F.R. §§ 423.13(k)(1) and 423.13(g)(3). Accordingly, KEY-CON is left in the position that it is temporarily unable to comply with the BA transport water requirements until it can complete the Bottom Ash System Upgrades.

Unauthorized Discharges of BA Transport Water Under 40 C.F.R. § 423.13(k)(1)(i)

R. The Stations’ discharges of pollutants in BA transport water after December 31, 2025 that do not meet the requirements of 40 C.F.R. § 423.13(k)(2)(i) constitute the addition of pollutants from a point source into waters of the Commonwealth.

S. The Stations’ discharges of BA transport water after December 31, 2025 that do not meet the requirements of 40 C.F.R. § 423.13(k)(2)(i) are not authorized by any permit or regulation and thereby constitute violations of Sections 301 and 307 of the Clean Streams Law, 35 P.S. §§ 691.301 and 691.307, and also constitute statutory nuisances under Sections 3 and 307(c) of the Clean Streams Law, 35 P.S. §§ 691.3 and 691.307(c).

T. The violations described in Paragraphs R. and S., above, constitute unlawful conduct under Section 611 of the Clean Streams Law, 35 P.S. § 691.611, and subject KEY-CON to civil penalty liability under Section 605 of the Clean Streams Law, 35 P.S. § 691.605.

U. KEY-CON does not admit any liability to the Department arising out of the transactions or occurrences alleged in the Complaint.

Compliance and Performance Requirements

V. The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation among the Parties and that this Consent Decree is fair, reasonable, and in the public interest.

W. For purposes of this Consent Decree, KEY-CON consents to the Court's jurisdiction over this Consent Decree and the Court's jurisdiction over KEY-CON.

X. Solely for purposes of this Consent Decree, KEY-CON agrees that the Complaint states claims upon which relief may be granted.

Y. This Consent Decree constitutes a settlement of all claims for civil penalties, fines, and injunctive relief pursuant to the Pennsylvania Clean Streams Law, 35 P.S. § 691.1 *et seq.*

Order

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Paragraph W., above, related to jurisdiction, and with the consent of the Parties as set forth in the Motion for Entry of Consent Decree filed by the Department, it appearing to the Court that this Consent Decree is just and proper, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

Jurisdiction

1. This Court has original jurisdiction over this matter by reason of Section 601(a) of the Clean Streams Law, 35 P.S. § 691.601(a), and Section 931 of the Judicial Code, 42 Pa. C.S. § 931.

Court Order

2. This Consent Decree is an Order of this Court and applies to and is binding on KEY-CON. Upon this Court's determination that KEY-CON has failed to comply with any term

or condition of this Consent Decree, KEY-CON may be held in contempt and may be subject to all penalties and remedies provided by law for failing to comply with an Order of this Court.

Findings

3. In any matter or proceeding between KEY-CON and the Department, KEY-CON shall not challenge or deny the Department’s assertion of the truth, accuracy, or validity of Paragraphs A. through Y., above. The Parties do not authorize any other persons or entities to use the Findings in this Consent Decree in any matter or proceeding.

Compliance Requirements

4. KEY-CON shall install and begin to operate the Bottom Ash Systems Upgrades as quickly as feasible to meet the requirements of 40 C.F.R. §§ 423.13(k)(1) and (2) and in accordance with the requirements and schedule set forth here:

Compliance Milestones

- | | |
|--|---|
| a. Submit complete applications for all necessary permits and authorizations to construct the Bottom Ash System Upgrades | Within 60 days of the date the Court enters this Consent Decree |
| b. Commence construction of the Bottom Ash System Upgrades | Within 90 days of receipt of all necessary permits and authorizations |
| c. Complete construction of the Bottom Ash System Upgrades | Within 180 days of commencing construction |
| d. Begin operating the Bottom Ash System Upgrades | Within 60 days of completing construction |

Use of Contractors by KEY-CON

5. KEY-CON shall be responsible for ensuring that its contractors and subcontractors perform the construction and operation of the Bottom Ash Systems contemplated herein in accordance with this Consent Decree.

Addenda to Applications to Renew NPDES Permits

6. Within 90 days of the date the Court enters this Consent Decree, KEY-CON shall submit to the Department addenda to the pending applications to renew the NPDES permits authorizing discharges at the Stations, reflecting its election to convert to the compliance options under 40 C.F.R. §§ 423.13(k)(1) and 423.13(g)(3).

Operation of the Bottom Ash System Upgrades and Compliance with 40 C.F.R. § 423.13(k)

7. Upon commencement of operation of the Bottom Ash System Upgrades, the Stations shall operate the Bottom Ash System Upgrades to meet the applicable requirements of 40 C.F.R. §§ 423.13(k)(1) and (2).

Progress Reports

8. Beginning on January 15, 2026, and continuing every January 15, April 15, July 15, and October 15 thereafter until this Consent Decree is terminated, KEY-CON shall submit written quarterly progress reports to the Department documenting its efforts to comply with its obligations of this Consent Decree (“Progress Reports”). The Progress Reports shall also include a list of each day during which a Station discharged pollutants in BA transport water during the applicable reporting period.

9. The Progress Reports must be sent to the Department at the address set forth in Paragraph 22. (Correspondence with the Department), below.

Stipulated Civil Penalties

10. Beginning on January 1, 2026, and continuing thereafter until it begins operation of the Bottom Ash System Upgrades in accordance with 40 C.F.R. § 423.13(k), KEY-CON shall be liable for a stipulated penalty to the Department of \$150 for each day it discharges pollutants in BA transport water from a Station.

11. KEY-CON shall be liable for stipulated penalties to the Department for failures to comply with this Consent Decree as specified below, unless excused under Paragraph 24. (Force Majeure), below.

- a. For failure to submit complete applications for all necessary permits and authorizations to construct the Bottom Ash Systems under Paragraph 4.a.:

<u>Period of Noncompliance</u>	<u>Penalty Per Violation Per Day</u>
1 st through 30 th Day	\$500
31 st through 60 th Day	\$1,000
61 st Day and beyond	\$1,500

- b. For failure to commence construction of the Bottom Ash System Upgrades under Paragraph 4.b.:

<u>Period of Noncompliance</u>	<u>Penalty Per Violation Per Day</u>
1 st through 30 th Day	\$500
31 st through 60 th Day	\$1,000
61 st Day and beyond	\$1,500

- c. For failure to complete construction of the Bottom Ash System Upgrades under Paragraph 4.c.:

<u>Period of Noncompliance</u>	<u>Penalty Per Violation Per Day</u>
1 st through 30 th Day	\$500
31 st through 60 th Day	\$1,000
61 st Day and beyond	\$1,500

- d. For failure to begin operating the Bottom Ash System Upgrades under Paragraph 4.d.:

<u>Period of Noncompliance</u>	<u>Penalty Per Violation Per Day</u>
1 st through 30 th Day	\$500
31 st through 60 th Day	\$1,000
61 st Day and beyond	\$1,500

- e. For failure to operate the Bottom Ash System Upgrades to meet the applicable requirements of 40 C.F.R. §§ 423.13(k)(1) and (2):

<u>Period of Noncompliance</u>	<u>Penalty Per Violation Per Day of Operation</u>
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1 st through 30 th Day	\$500
31 st through 60 th Day	\$1,000
61 st Day and beyond	\$1,500

For the purposes of this Subparagraph 11.e., “Day of Operation” means any calendar day during which any coal is combusted at either Station and there is a discharge of BA transport water. This is to be evaluated separately for Keystone and Conemaugh Stations.

- f. For any other violation of this Consent Decree not otherwise specified in the stipulated penalties above: \$500 per violation per day.

12. Stipulated penalties shall be due automatically and without notice. Stipulated penalties under Paragraph 11., above, shall be payable within thirty days of the end of the preceding month in which the discharge of pollutants in BA transport water occurs, e.g., on March 30 for any and all discharges of pollutants in BA transport water during February. Any other stipulated penalties shall be payable within thirty days of KEY-CON’s completion of an obligation at a date later than the applicable deadline. Stipulated penalty payments shall be made by check made payable to “Commonwealth of Pennsylvania” and sent to the address set forth in Paragraph 22. (Correspondence with the Department), below.

13. KEY-CON’s payment under Paragraphs 10 and 11, above, neither waives KEY-CON’s duty to meet its obligations under this Consent Decree nor precludes the Department from commencing a contempt proceeding with the Court. The payment resolves only KEY-CON’s liability for civil penalties arising from the violations of this Consent Decree for which the payment is made.

Contempt and Opportunity to Cure

14. Subject to Paragraph 15, if KEY-CON fails to comply with any of the requirements set forth in Paragraphs 4., 5., 6., 7., 8., 9., 10., 11., and/or 12., above, by the dates

specified therein, upon certification of the same by the Department to the Court and provided KEY-CON has an opportunity to respond to the Department's certification in writing, KEY-CON may be in contempt of this Consent Decree until such time as KEY-CON complies with the requirements of Paragraphs 4., 5., 6., 7., 8., 9., 10., 11., and/or 12., above, as applicable.

15. Before commencing any contempt proceeding with the Court as provided in Paragraph 14, the Department agrees to provide a written notification to KEY-CON stating the alleged violations of the Consent Decree.

Enforcement of Consent Decree

16. If the Department must bring an action for contempt and this Court holds KEY-CON in contempt for violations of any provision of this Consent Decree, including failure to pay any stipulated civil penalties owed, KEY-CON shall reimburse the Department for all reasonable costs, including but not limited to, the Department's reasonable personnel costs and attorneys' fees and any other reasonable costs incurred by the Department for such action.

Reservation of Rights

17. The Department reserves the right to require additional measures to achieve compliance with applicable law. KEY-CON reserves the right to challenge any action that the Department may take to require those measures.

Liability of Operator

18. KEY-CON shall be liable for any violations of the Consent Decree, including those caused by, contributed to, or allowed by its officers, agents, employees, or contractors. KEY-CON shall also be liable for any violation of this Consent Decree caused by, contributed to, or allowed by its successors and assigns unless and until its duties and obligations are transferred in accordance with Paragraphs 19. through 21., below.

Transfer of Stations

19. The duties and obligations under this Consent Decree shall not be modified, diminished, terminated, or otherwise altered by the transfer of any legal or equitable interest in the Stations or any part thereof.

20. If KEY-CON intends to transfer any legal or equitable interest in one or both of the Stations, or any part thereof, which is affected by this Consent Decree, KEY-CON shall serve a copy of this Consent Decree upon the prospective transferee of the legal and equitable interest at least 30 days prior to the contemplated transfer and shall simultaneously inform the Northwest Regional Office of the Department of such intent.

21. The Department, in its sole discretion, may agree to modify or terminate KEY-CON's duties and obligations under this Consent Decree upon transfer of one or both of the Stations, or part thereof. KEY-CON waives any right that it may have to challenge the Department's decision in this regard.

Correspondence with the Department

22. All correspondence with the Department concerning this Consent Decree shall be addressed to:

Eric Kicher
Environmental Group Manager
Clean Water Program
Department of Environmental Protection
230 Chestnut Street
Meadville, PA 16335
Telephone: 814.332.6326
Email: ekicher@pa.gov

Correspondence with KEY-CON

23. All correspondence with KEY-CON concerning this Consent Decree shall be addressed to:

Georgianna R. Stenger
Assistant Manager
175 Cornell Road, Suite 1
Blairsville, PA 15717
(724) 357-1713
gstenger@kcpo.com

With a copy to:

Gary E. Steinbauer, Esq.
Babst, Calland, Clements & Zomnir, P.C.
Two Gateway Center
603 Stanwix St., 6th Floor
Pittsburgh, PA 15222
gsteinbauer@babstcalland.com

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

Force Majeure

24. In the event that KEY-CON is prevented from complying in a timely manner with any time limit imposed in this Consent Decree solely because of a strike, fire, flood, act of God, or other circumstances beyond KEY-CON's control and which KEY-CON, by the exercise of all reasonable diligence, is unable to prevent, then KEY-CON may petition the Department for an extension of time. An increase in the cost of performing the obligations set forth in this Consent Decree shall not constitute circumstances beyond KEY-CON's control. KEY-CON's economic

inability to comply with any of the obligations of this Consent Decree shall not be grounds for any extension of time.

25. KEY-CON shall only be entitled to the benefits of Paragraph 24., above, if it notifies the Department within five (5) working days by telephone and within ten (10) working days in writing of the date it becomes aware or reasonably should have become aware of the event impeding performance. The written submission shall include all necessary documentation, as well as a notarized affidavit from an authorized individual specifying the reasons for the delay, the expected duration of the delay, and the efforts that have been made and are being made by KEY-CON to mitigate the effects of the event and to minimize the length of the delay. The initial written submission may be supplemented within ten (10) working days of its submission. KEY-CON's failure to comply with the requirements of this paragraph specifically and in a timely fashion shall render Paragraph 24., above, null and of no effect as to the particular incident involved.

26. The Department will decide whether to grant all or part of the extension requested on the basis of all documentation submitted by KEY-CON and other information available to the Department. In any subsequent litigation, KEY-CON shall have the burden of proving that the Department's refusal to grant the requested extension was an abuse of discretion based upon the information then available to it.

Severability

27. The paragraphs of this Consent Decree shall be severable, and should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the Parties.

Entire Agreement

28. This Consent Decree shall constitute the entire integrated agreement of the Parties. No prior to contemporaneous communications or prior drafts shall be relevant or admissible for purposes of determining the meaning or extent of any provisions herein in any litigation or any other proceeding.

Attorney Fees and Costs of Litigation

29. The Parties shall bear their respective attorney fees, expenses, and other costs in the prosecution or defense of this matter or any related matters, arising prior to entry of this Consent Decree.

Modifications

30. No changes, additions, modifications, or amendments of this Consent Decree shall be effective unless they are set out in writing, signed by the Parties hereto, and approved by this Court.

Titles

31. A title used at the beginning of any paragraph of this Consent Decree may be used to aid in the construction of that paragraph, but shall not be treated as controlling.

Decisions Under Consent Decree

32. KEY-CON waives its rights to appeal to the Environmental Hearing Board any decision that the Department makes under the provisions of this Consent Decree, including a notice that stipulated civil penalties are due, which rights may be available under Section 4 of the Environmental Hearing Board Act, the Act of July 13, 1988, P.L. 530, No. 1988-94, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa. C.S. § 103(a) and Chapters 5A and 7A; or any other provision of law. Except as provided in Paragraph 21., above, the Department agrees that any

objection that KEY-CON may have to any such decision may be raised as a defense in any Court where the Department enforces this Consent Decree.

Termination of Obligations

33. The obligations of this Consent Decree may be terminated by the Court upon motion of any Party, demonstrating that the obligations herein have been satisfied, or that facts have been materially altered in such a way (for example, permanent cessation of operations) as to render this agreement inoperable.

34. In addition to terminating the obligations of this Consent Decree under Paragraph 33., above, the Parties agree that this Consent Decree may be terminated if EPA finalizes a regulation changing or otherwise extending applicable compliance deadlines or requirements in 40 C.F.R. Part 423 in a manner that is deemed to be less stringent than the requirements and timelines of this Consent Decree.

Retention of Jurisdiction

35. The Court shall retain jurisdiction over this matter until termination of this Consent Decree for the purpose of modifying it, effectuating it, resolving disputes arising under it, or enforcing compliance with its terms.

36. If, for any reason, the Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of either Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

Consent to Entry of Consent Decree

37. The Parties consent to entry of this Consent Decree, subject to the Court's approval of the Consent Decree. The undersigned representatives of each Party certify that they are fully authorized by the Party to enter into terms and conditions of this Consent Decree and to

execute and legally bind the represented Parties to it. This Consent Decree can be signed in counterparts.

Judgement is hereby entered in accordance with this Consent Decree and Order this __ day of _____, 2025.

Indiana County Common Pleas Court Judge

AGREED AND CONSENTED TO (Signatures by the Department's and KEY-CON's attorneys certifies only that this Consent Decree has been signed after consulting with Counsel):

FOR PLAINTIFF DEPARTMENT OF ENVIRONMENTAL PROTECTION:



Date: December 19, 2025

Justin C. Dickey, P.E.
Regional Manager
Clean Water Program
Northwest Region



Angela M. Erde
Supervisory Counsel

FOR DEFENDANT KEYSTONE-CONEMAUGH PROJECTS, LLC:



Date: Dec. 19, 2025

James V. Locher
Manager



Gary E. Steinbauer
Counsel for Keystone-Conemaugh Projects, LLC