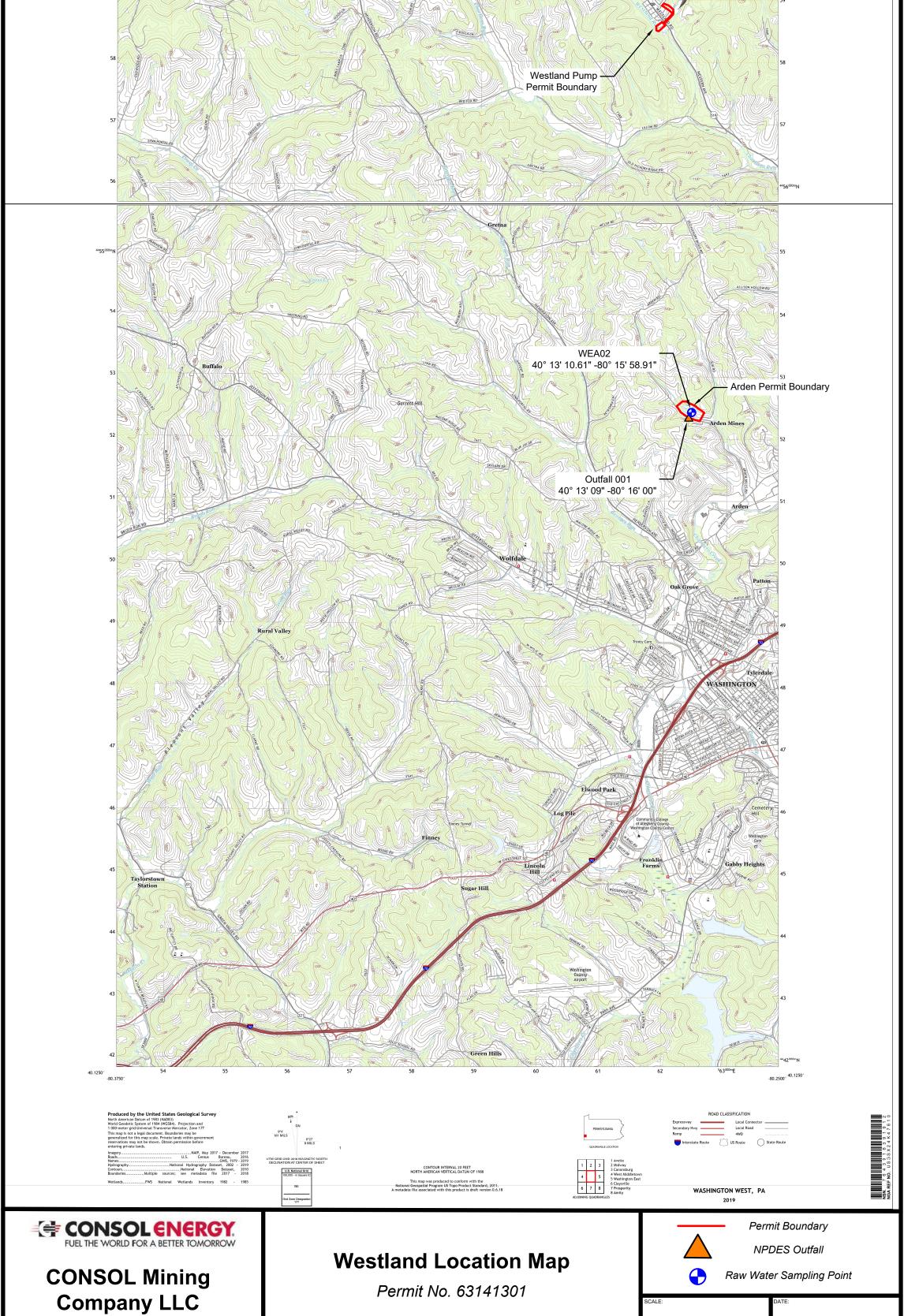
EXHIBITS G-1 – G-9

Westland Mine Exhibits

EXHIBIT G-1

Topographic Map



NO SCALE

October 17, 2022

EXHIBIT G-2

Raw Water Quality Data

Exhibit C - Westland Raw Water Data

Permit No. 63141301
Raw Water collected as part of a CONSOL internal voluntary program

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 Osm	otic Pressure - mOsm/Kg	pH - SU	Sulfate - mg/L Total	l Dissolved Solids - mg/L Total	Suspended Solids - mg/L (Salcium - mg/L M	lagnesium - mg/L	Temperature - °C
11-Jan-2016	96.80	231.00	-	89.20	2,760.00	29.70	1.12	-	6.95	568.00	1,060.00	10.50	N/A	N/A	12.00
1-Feb-2016	N/A	N/A	N/A	N/A	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8-Feb-2016	145.00	227.00	-	94.00	2,770.00	27.70	1.02	20.00	7.71	600.00	1,140.00	6.00	N/A	N/A	12.60
7-Mar-2016	154.00	231.00	-	94.90	3,220.00	32.50	1.18	-	7.68	536.00	1,160.00	8.00	N/A	N/A	14.10
4-Apr-2016	141.00	220.00	-	90.60	2,910.00	29.30	1.14	- 21.00	7.47	555.00	1,160.00	- 7.50	N/A	N/A	13.70
2-May-2016 1-Jun-2016	153.00 106.00	225.00 207.00	-	94.80 89.10	2,900.00 2,890.00	31.00 31.70	1.10 1.19	21.00	6.81	577.00 569.00	1,200.00 1,210.00	7.50 12.00	N/A N/A	N/A N/A	16.70 13.90
5-Jul-2016	92.50	222.00	<u>-</u>	89.40	2,690.00	26.20	1.19	-	6.46	549.00	1,150.00	12.00	N/A	N/A N/A	15.70
1-Aug-2016	101.00	265.00	-	84.40	2,870.00	20.90	0.84	-	6.92	358.00	878.00	21.00	N/A	N/A	16.40
5-Sep-2016	106.00	259.00	-	88.90	2,860.00	21.20	0.79	-	7.52	359.00	850.00	17.00	N/A	N/A	15.60
3-Oct-2016	90.30	232.00	-	87.70	2,680.00	26.30	0.98	-	6.56	472.00	1,000.00	16.50	N/A	N/A	16.20
7-Nov-2016	137.00	230.00	-	94.40	2,870.00	29.30	1.14	20.00	6.62	518.00	1,150.00	-	N/A	N/A	16.80
5-Dec-2016	62.30	195.00	-	97.60	2,870.00	30.70	1.20	-	6.90	561.00	1,140.00	38.50	N/A	N/A	12.80
3-Jan-2017	142.00	231.00	-	100.00	2,670.00	29.20	1.15	21.00	6.07	563.00	1,140.00	-	N/A	N/A	14.30
13-Feb-2017	87.40	251.00	-	111.00	2,670.00	20.50	0.83	-	6.87	320.00	946.00	12.00	N/A	N/A	13.00
6-Mar-2017	110.00 104.00	261.00 217.00	-	119.00	2,670.00 2,680.00	19.60	0.81	22.00	5.95	325.00 438.00	920.00 956.00	19.50	N/A	N/A	13.40
3-Apr-2017 1-May-2017	133.00	217.00	_	110.00 114.00	2,680.00	23.40 29.90	0.91 1.14	22.00	6.65	574.00	1,190.00	11.00 8.50	N/A N/A	N/A N/A	16.40
5-Jun-2017	123.00	238.00	-	111.00	2,680.00	29.30	1.14	26.00	6.50	568.00	1,170.00	11.00	N/A N/A	N/A	16.00
10-Jul-2017	110.00	253.00	-	102.00	2,590.00	22.50	0.91	23.00	6.82	430.00	954.00	19.00	N/A	N/A	17.70
7-Aug-2017	101.00	231.00	-	106.00	2.00	27.10	1.06	26.00	6.53	536.00	1,150.00	9.00	N/A	N/A	14.70
5-Sep-2017	141.00	223.00	-	99.90	2,720.00	27.30	1.08	27.00	6.61	482.00	1,120.00	10.50	N/A	N/A	14.70
2-Oct-2017	125.00	207.00	-	102.00	2,710.00	25.50	0.94	24.00	6.50	562.00	1,110.00	16.50	N/A	N/A	14.40
7-Nov-2017	146.00	235.00	-	99.50	2,650.00	26.70	1.04	29.00	6.31	574.00	1,100.00	7.00	N/A	N/A	13.10
4-Dec-2017	101.00	220.00	- N1/A	90.10	2,620.00	27.80	1.09	29.00	6.30	566.00	1,150.00	10.00	N/A	N/A	13.70
4-Dec-2017	96.70	N/A 248.00	N/A	N/A 104.00	N/A 2,700.00	N/A	N/A 0.84	N/A 24.00	N/A 6.46	N/A 467.00	N/A 1,010.00	N/A 18.50	N/A N/A	N/A N/A	N/A
22-Jan-2018 5-Feb-2018	82.20 117.00	242.00	-	92.10	2,790.00	22.50 23.80	0.84	24.00	6.44	421.00	940.00	14.50	N/A N/A	N/A N/A	10.50 12.40
6-Mar-2018	118.00	233.00		96.70	2,800.00	24.50	0.92	28.00	6.78	528.00	1,030.00	23.00	N/A	N/A	13.80
2-Apr-2018	123.00	225.00	-	99.50	2,710.00	26.30	1.08	28.00	6.79	560.00	1,070.00	-	N/A	N/A	10.40
8-May-2018	129.00	210.00	-	90.80	2,710.00	25.90	1.07	27.00	6.68	592.00	1,130.00	7.50	N/A	N/A	15.20
5-Jun-2018	130.00	208.00	-	90.70	2,700.00	28.20	1.15	28.00	6.60	608.00	1,130.00	13.00	N/A	N/A	16.20
16-Jul-2018	110.00	202.00	-	89.40	2,710.00	25.90	1.07	25.00	6.24	550.00	1,130.00	17.00	N/A	N/A	16.70
7-Aug-2018	102.00	207.00	-	85.70	2,540.00	26.30	1.09	25.00	6.30	535.00	1,120.00	12.50	N/A	N/A	15.70
15-Aug-2018	N/A	N/A	N/A	N/A	2,710.00	27.90	N/A	N/A 27.00	6.30	N/A 588.00	N/A 1.140.00	N/A	N/A	N/A	15.50
4-Sep-2018 1-Oct-2018	130.00 139.00	205.00 185.00	-	92.10 89.00	2,850.00 2,950.00	28.40 28.20	1.18 1.20	39.00	6.14 6.52	608.00	1,140.00	18.00	N/A N/A	N/A N/A	16.90 15.30
5-Nov-2018	139.00	213.00	<u>-</u>	95.60	2,950.00	26.60	1.20	28.00	6.31	579.00	1,100.00	18.00	N/A N/A	N/A N/A	14.80
3-Dec-2018	109.00	228.00	- -	89.40	2,990.00	22.80	0.93	29.00	6.58	425.00	962.00	33.00	N/A	N/A	14.30
8-Jan-2019	121.00	216.00	-	99.50	2,950.00	25.70	1.08	28.00	6.27	553.00	1,140.00	17.00	N/A	N/A	11.40
12-Feb-2019	N/A	N/A	N/A	N/A	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
12-Mar-2019	132.00	237.00	-	97.30	2,880.00	23.50	0.97	27.00	6.18	463.00	1,020.00	32.00	N/A	N/A	14.20
8-Apr-2019	97.90	213.00	-	91.70	2,900.00	25.20	1.06	26.00	6.21	484.00	1,030.00	26.00	N/A	N/A	17.40
6-May-2019	114.00	215.00	-	87.70	2,930.00	23.50	1.01	28.00	6.10	453.00	1,100.00	21.50	N/A	N/A	17.80
3-Jun-2019 1-Jul-2019	103.00	198.00 207.00	-	93.60 92.80	2,910.00 2,940.00	27.90 26.10	1.16 1.10	28.00 28.00	6.10	544.00 501.00	1,090.00 1,180.00	18.00 26.50	N/A 123.00	N/A 36.10	16.70
1-Jul-2019 1-Aug-2019	110.00 107.00	189.00	-	92.80 86.30	2,940.00	25.90	1.10	28.00	6.26	546.00	1,180.00	43.50	123.00	35.60	20.40 15.40
4-Sep-2019	139.00	192.00	-	72.80	2,930.00	25.90	1.10	27.00	6.19	475.00	1,100.00	64.00	118.00	36.10	20.90
3-Oct-2019	48.90	199.00	-	77.40	2,890.00	25.60	1.11	28.00	6.22	498.00	1,090.00	18.50	119.00	35.20	22.80
2-Dec-2019	111.00	213.00	-	81.30	2,840.00	27.00	1.18	26.00	6.18	526.00	1,110.00	12.50	123.00	36.90	14.90
4-Nov-2019	143.00	215.00	-	87.80	2,839.00	27.10	1.16	28.00	6.41	566.00	1,130.00	8.00	124.00	37.20	12.90
2-Jan-2020	113.00	220.00	-	93.80	2,811.00	27.70	1.20	30.00	6.56	523.00	1,210.00	5.50	126.00	37.40	11.70
3-Feb-2020	45.20	209.00	-	102.00	2,920.00	21.50	1.05	25.00	6.60	411.00	972.00	23.50	113.00	32.70	12.30
6-Mar-2020	103.00	244.00	-	87.10	2,930.00	22.10	0.91	26.00	6.48	347.00	888.00	16.00	110.00	33.00	7.70
1-Apr-2020	121.00	229.00	•	102.00	2,910.00	23.90	1.12	27.00	6.17	464.00	1,070.00	39.00	116.00	32.90	8.60
Average	113.98	222.18	_	94.66	2,652.48	26.19	1.05	20.71	6.55	509.31	1,082.86	16.26	119.10	35.31	14.78
mininge	110.70		for Aluminum were less than	77,00	2,002.70	20.17		for OP were less than 20	0.22	507.51	,	for TSS were less than 5	117.10	55.51	17./0
		0.16 m					mOsm				mg/L	, .			
								5			3				

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

EXHIBIT G-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 .:	PA0215431	PERMITTEE	NAME:	CONSOL Mining Company	LLC	
	MINING PERMIT NO.:	63141301	OPERATION	NAME:	Westland Mine		
MUNICIPALITY: Chartiers			COUNTY:		Washington		
St	compliance with the provisi reams Law, as amended, 3 proves the discharge to the	5 P.S. Section 691.1	et seq., the Departme	tion 1251 int of Envi	et seq. (the "Act") and Penns ronmental Protection (Depart	ylvania's Clean ment) hereby	
	001- UNT 37110 of Cha	rtiers Creek					
e	quirements for the discharg	e as defined in this p	permit, to surface water	s of the C		d special	
in	e authority granted by this	permit is subject to the	ne following further qua	alifications			
	If there is a conflict between permit, the terms and cond		supporting documents	s and/or a	mendments and the terms an	d conditions of this	
2.	Failure to comply with the termination, revocation and	terms, conditions, or d reissuance, or mod	effluent limitations of t dification; or for denial of	his permit of a permit	is grounds for enforcement a renewal application. 40 CFR	ction; for permit 122.41(a)	
3.	must be submitted to DEP submission at a later date) that a timely and complete permittee, to reissue the per-	at least 180 days properties, using the appropriation for renevermit before the above g Reports (DMRs), v	ior to the above expira ate NPDES permit appl wal or reissuance has lead to ve expiration date, the vill be automatically co	tion date (ication for been subn terms and ntinued ar	nt to cease discharging by the unless permission has been on the second mitted and DEP is unable, three conditions of this permit, included will remain fully effective and the second conditions.	granted by DEP for (d). In the event ough no fault of the uding submission	
l .	The permit may be termina	ated prior to the expi	ration date upon notice	to and ap	proval by the Department.		
5.	No condition of this permit environmental statutes, an			sibility or I	equirement under Pennsylva	nia, or Federal	
d	PERMIT ISSSUANCE DATE:		JUN 2 2 2018	PERMIT	EFFECTIVE DATE:	JUL 01 2018	
1	PERMIT AMENDMENT ISSUANC	CE DATE: N//	4	PERMIT	AMENDMENT EFFECTIVE DATE:	N/A	
1	PERMIT EXPIRATION DATE:	04/	15/2021	ORIGINA	L PERMIT ISSUANCE DATE:	04/16/1986	
		1	1111				

Troy A. Williams, P.E., Environmental Group Manager California District Mining Office

AUTHORIZED BY:

PART A EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

CM	AP#	63141301	NPDES#	PA02	215431	
1.	MI	NE DRAINAGE TREATMENT FACILITIES	21000 2000			
	a.	EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS FOR OUT DISCHARGE TO: <u>UNT 37110 of Chartiers Creek</u> FROM: Arden Treatment Plant	FALL	00	1	
		LAT: 40 ° 13 ' 09 "	LONG:	-80 °	16'	00 "

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:

Discharge Parame	rtan.	DISC	HARGE I		Frequency Type 2/month measured		
Discharge Farame	Minimum	Average Monthly	Maximum Daily	Instant Maximum	Measurement Frequency	The state of the s	
Flow	(mgd)		1 2 24 4	1-1-1	Report	2/month	measured
Iron	(mg/l)	-	1,5	3.0	3.8	2/month	grab
Suspended Solids	(mg/l)		35	70	90	2/month	grab
Manganese	(mg/l)	12-24	1.0	2.0	2,5	2/month	grab
Aluminum	(mg/l)		0.75	0.75	0.75	2/month	grab
Sulfate	(mg/l)	1 325	100		Report	2/month	grab
Total Dissolved Solids	(mg/l)			9	Report	2/month	grab
Chloride	(mg/l)		1 2	10	Report	2/month	grab
Bromide	(mg/l)	70 -		W	Report	2/month	grab
pH	(mg/l)	6.0		. 8	9.0	2/month	grab
Alkalinity, Total as CaCO3	(mg/l)	1		1-2-1	Report	2/month	grab
Acidity, Total as CaCO3	(mg/l)		1 75	H-1-14 1-1-1	Report	2/month	grab
Alkalinity, Net	(mg/l)	0.0	200	1 × 1	PART I	2/month	calculated
Osmotic Pressure	(mOs/kg)	9	50	100	100	2/month	grab

	This permit establishes effluent limitations in the form of implemented BMPs identified in the associated E&S Plan, Reclamation Plan and NPDES application for this permit. These BMPs restrict the rates and quantities of associated pollutants from being discharged into surface waters of the Commonwealth. The following BMPs apply:						
	□ Oversized sediment basin (8600 ft3/ac or greater) □ Sediment basin ratio of 4:1 or greater (flow length:basin width) □ Sediment basin with 4-7 day detention □ Alternate/additional sediment controls during basin construction □ Flocculants □ Manual dewatering device □ Vegetated Riparian buffers □ Street sweeping □ Channels, collectors and diversions lined with permanent vegetation, rock, geotextile or other non-erosive materials □ Water reuse □ Sediment traps with infiltration trench □ Diversions □ Constructed wetlands □ Vegetated swales □ Manufactured devices □ Bio-retention □ Mulch immediately after top-soiling □ Land Preservation or non-use.						
	 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. 						

- Parameters subject to 24-hour, non-compliance reporting for limitations under B.2.(1)(6) of this permit are specified above.
- c. Samples taken in compliance with the monitoring requirements specified above shall be taken at the end of the discharge pipe when discharging.

PART B: MANDATED STANDARD CONDITIONS FOR NPDES PERMITS

1. DEFINITIONS

The following definitions apply within this permit. Appropriate reference citations are given from 40 CFR as noted.

- (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(I)(4)(iii)
- (g) "Instantaneous Maximum" means the level not to be exceeded at any time in any grab sample.
- (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) 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") 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 Any discernable, confined and discrete conveyance, including, but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, landfill leachate collection system, from which pollutants are or may be discharged.
- (r) Operator Person(s) or entity conducting mining activity that seek to be covered by this general permit or are approved for coverage under this general 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 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) are released for a permitted mine site.
- (t) Stormwater Surface runoff and drainage resulting from precipitation events, including ice and snow melt runoff.

2. STANDARD FEDERAL CONDITIONS

40 CFR Sec. 122.41 and 122.42 requires that the following conditions are applied to all permits.

- (a) Duty to comply. 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.
 - The Clean Water Act provides that any person who violates section 301, 302, 306, 307, 308, 318 or 405 of the Act, (2)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. 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. 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. 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. 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. 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. 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. This permit does not convey any property rights of any sort, or any exclusive privilege.
- (h) Duty to provide information. 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. The permittee shall allow the Department, or an authorized representative (including an authorized contractor acting as a representative of the Department, EPA or County Conservation District), 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.
 - (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; 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.

- (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.

(1) Reporting requirements —

- (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 Discharge Monitoring Report (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.
- (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 §122.41(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 (1)(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 (1) (4), (5), and (6) of this section, at the time monitoring reports are submitted. The reports shall contain the information listed in paragraph (1)(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.
- (m) Bypass -
 - (1) Definitions.
 - (i) Bypass means the intentional diversion of waste streams from any portion of a treatment facility.
 - (ii) 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.
 - (2) 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 paragraphs (m)(3) and (m)(4) of this section.
 - (3) 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 (I)(6) of this section (24-hour notice).
 - (4) 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 (m)(3) 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)(4)(i) of this section.
- (n) Upset -
 - Definition. 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.

- (2) Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology based permit effluent limitations if the requirements of paragraph (n)(3) of this section are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.
- (3) Conditions necessary for a demonstration of upset. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - (i) An upset occurred and that the permittee can identify the cause(s) of the upset;
 - (ii) The permitted facility was at the time being properly operated; and
 - (iii) The permittee submitted notice of the upset as required in paragraph (l)(6)(ii)(B) of this section (24 hour notice).
 - (iv) The permittee complied with any remedial measures required under paragraph (d) of this section.
- (4) Burden of proof. In any enforcement proceeding the permittee seeking to establish the occurrence of an upset has the burden of proof. (Clean Water Act (33 U.S.C. 1251 et seq.), Safe Drinking Water Act (42 U.S.C. 300f et seq.), Clean Air Act (42 U.S.C. 7401 et seq.), Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.)) [48 FR 14153, Apr. 1, 1983, as amended at 48 FR 39620, Sept. 1, 1983; 49 FR 38049, Sept. 26, 1984; 50 FR 4514, Jan. 31, 1985; 50 FR 6940, Feb. 19, 1985; 54 FR 255, Jan. 4, 1989; 54 FR 18783, May 2, 1989; 65 FR 30908, May 15, 2000; 72 FR 11211, Mar. 12, 2007]
- (o) Existing manufacturing, commercial, mining, and silvicultural discharges. 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 SITE 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 shall allow the Department or an authorized representative, upon presentation of that representative's credentials, to:
 - (1) Enter upon permittee's premises in which an effluent source is located or in which records are required to be kept under terms and conditions of the permit.
 - (2) Have access to and copy records required to be kept under terms and conditions of the permit.
 - (3) Inspect monitoring equipment or method required in the permit.
 - (4) Sample a discharge of pollutants.
- (c) The permittee shall maintain in good working order and operate as efficiently as possible facilities or systems of control installed by the permittee to achieve compliance with the terms and conditions of the permit.
- (d) The discharger may not discharge floating materials, oil, grease, scum, sheen and substances that produce color, taste, odors, turbidity or settle to form deposits.
- (e) Dischargers must comply with applicable water quality standards.
- (f) The immediate notification requirements of § 91.33 (relating to incidents causing or threatening pollution) supersede the reporting requirements of 40 CFR 122.41 (l)(6).

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-storm water), 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 form 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.

5. OPERATION AND MAINTENANCE OF EROSION AND SEDIMENTATION PLAN

- (a) Operation and Maintenance of Erosion and Sedimentation Plan
 - The permittee shall implement the erosion and sedimentation plan contained in and approved under CMAP No. 63141301.
 - (2) 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.
 - (3) 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.

(b) The permittee is responsible to renew this NPDES permit until such time that the area is stabilized and no further earth disturbance will occur.

6. SPECIAL CONDITIONS

- (a) Effluent Characterization
 - The permittee shall provide an updated analysis of samples collected from all mine drainage treatment facility
 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.
 - The permittee shall submit an effluent characterization sample for cadmium that achieves the Target Quantitative Level of 0.2 ug/L within 90 days of permit issuance. The sample shall be analyzed at a Pennsylvania Accredited Laboratory.
- (b) 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.
- (c) 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.

EXHIBIT G-4

Treatment Flow Diagram

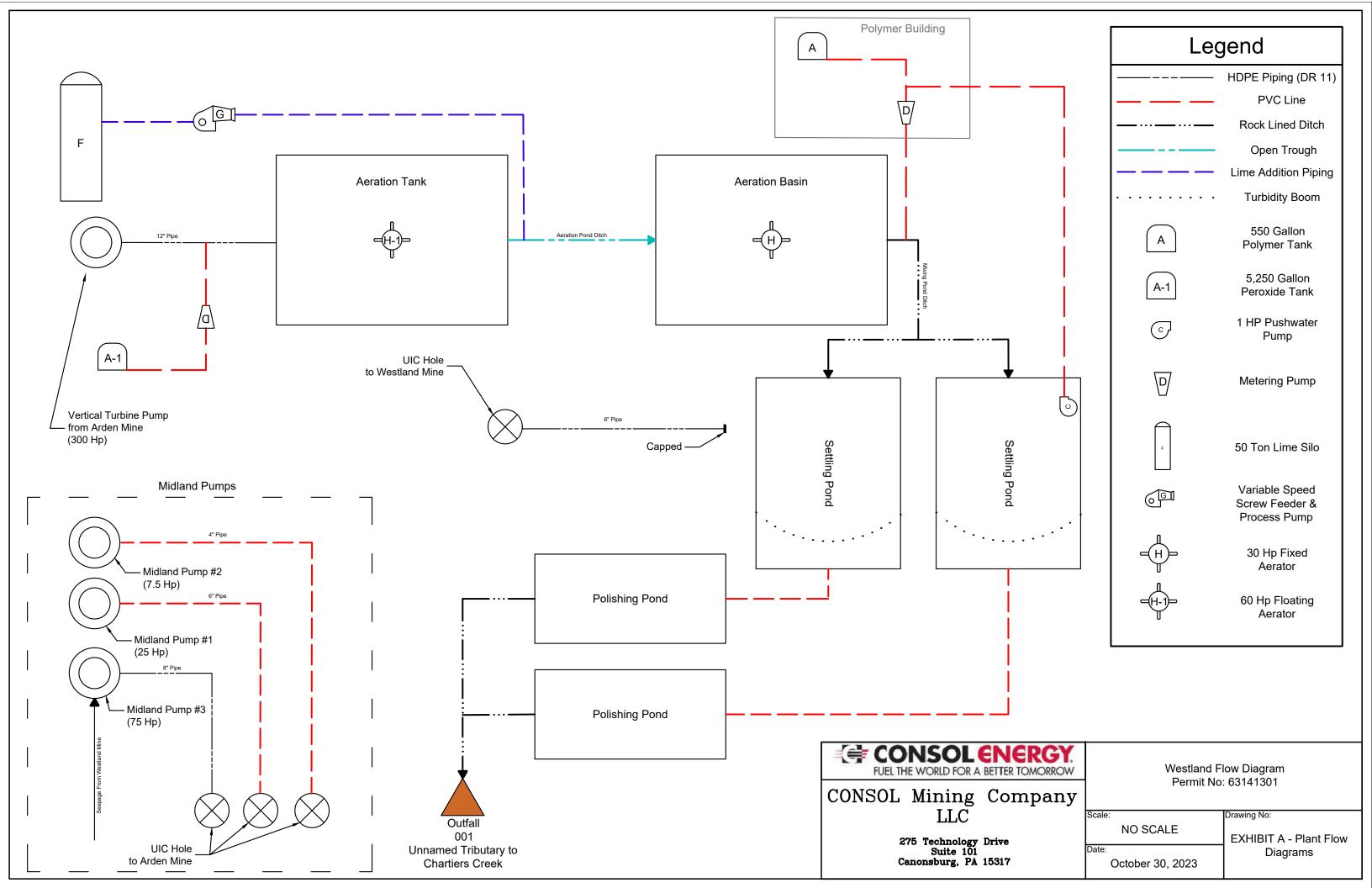


EXHIBIT G-5

Rights of Entry

Table of Contents for the Consent to Right of Entry Westland - Arden Treatment Plant

Parcel Number (Part or Whole)	Current Owner (As of Effective Date)	Description	Consent to Right of Entry Obtained?
170-018-00-00-0016-08	CONSOL MINING COMPANY LLC	CONSOL Owned	✓
460-009-00-00-0024-00	CONSOL MINING COMPANY LLC	CONSOL Owned	✓
170-009-00-00-0002-00	CONSOL MINING COMPANY LLC	CONSOL Owned	✓
460-009-00-00-0008-00	CONSOL MINING COMPANY LLC	CONSOL Owned	✓
460-009-00-00-0030-00	PITTSBURGH AND OHIO CENTRAL RAILROAD	3rd Party	
460-009-00-00-0024-01	MARKWEST LIBERTY MIDSTREAM & RESOURCES LLC	3 rd Party	✓
170-009-00-00-0002-03	MARKWEST LIBERTY MIDSTREAM & RESOURCES LLC	3 rd Party	✓



pollution, to waters of the Commonwealth;

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION BUREAU OF MINING PROGRAM



63851702		
	Permit No.	

CONSENT TO RIGHT OF ENTRY FOR OPERATION AND MAINTENANCE OF A MINE DRAINAGE TREATMENT FACILITY COVERED BY A BOND OR A POST-MINING DISCHARGE TREATMENT TRUST AGREEMENT

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

Agreement.
Name: MarkWest Liberty Midstream & Resources, L.L.C. Name:
Address: 1515 Arapahoe St., Tower 1, Suite 1600, Denver, CO 80202 Address:
WHEREAS, the Property Owner(s) own surface property containing <u>95.543</u> acres located i <u>Chartiers and Mount Pleasant</u> Township, <u>Washington</u> County, Pennsylvania, and described in Deed Book Volume <u>Instrument No. 201201298</u> , Page, in the <u>Washington</u> County Recorder's Office (the Property);
WHEREAS, the Commonwealth of Pennsylvania, Department of Environmental Protection (DEP) is authorized to administer and enforce the Surface Mining Conservation and Reclamation Ac 52 P.S. §§ 1396.1-1396.19a, the Clean Streams Law, 35 P.S. §§ 691.1-691.1001, and their implementing regulations, including requiring the construction, operation and maintenance of facilities designed to remediate the effects of mine drainage;
WHEREAS, CONSOL Mining Company LLC ("Operator") conducted surface mining activities o or adjacent to the Property pursuant to Surface Mining Permit No. 63851702;
WHEREAS, DEP has determined that mine drainage caused by <i>Operator's</i> mining activities is discharging from or passing through the Property, and the mine drainage on the Property is causing pollution, or a danger of

WHEREAS, *Operator* is required, under the mining law and its surface mining permit, to construct, operate and maintain mine drainage treatment facilities on a portion of the Property (the Treatment Facility Property), for purposes of treating the pollutional discharge(s);

WHEREAS, a map showing the boundaries of the Treatment Facility Property is attached as Exhibit A;

WHEREAS, *Operator* has posted a bond with the Department, or has established a trust with a financial institution as an alternative financial assurance mechanism, in order to provide sufficient funds to guarantee *Operator's* legal obligation to operate and maintain the mine drainage treatment facilities on the Property and the *Operator's* obligation for long-term treatment, or abatement, of the post-mining pollutional discharge(s) on the Property;

WHEREAS, to assure compliance with its legal obligations, *Operator* and DEP [and the Trustee] must have access to the Treatment Facility Property to conduct and/or oversee the mine drainage treatment activities required by law and the mining permit;

WHEREAS, Operator and DEP have requested and the Property Owner(s) is willing to grant Operator and DEP [and Trustee] a right of entry into, under, over and upon the Treatment Facility Property to construct, operate and maintain mine drainage treatment facilities;

5600-FM-BMP0470 12/2013

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

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

- 1. <u>Right of Entry</u>. The Property Owner(s) hereby grants and conveys to *Operator* and DEP [and *Trustee*], its employees, agents, servants, contractors and subcontractors, a right of entry into, under, over and upon the Treatment Facility Property. This right of entry includes all necessary rights of ingress, egress and regress with all personnel, materials, and equipment needed to perform the discharge treatment activities.
- 2. <u>Duration of Right of Entry</u>. The term of this Right of Entry shall extend for the length of time necessary to complete the discharge treatment activities in accordance with applicable law. It is specifically understood and agreed that the term of this Right of Entry extends for the length of time necessary to operate and maintain all mine drainage treatment facilities on the Treatment Facility Property, and shall only terminate when such treatment facilities are no longer necessary to remediate or prevent pollution to waters of the Commonwealth.
- 3. <u>Insurance</u>. DEP will require *Operator* to obtain and keep in force insurance coverage in accordance with the requirements of 25 Pa. Code § 86.168.
- 4. <u>Property Use</u>. During the term of this Right of Entry, the Property Owner(s) will not, without the written consent of DEP, make any use of the Property which will interfere with the construction, operation or maintenance of the mine drainage treatment facilities installed on the Treatment Facility Property.
- 5. Notification. This Consent to Right of Entry shall be recorded by Operator in the Washington

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

- 6. <u>Representation of Interests</u>. The Property Owners represent that they are the only persons authorized to grant access to the Treatment Facility Property.
- 7. <u>Binding on Successors</u>. All the covenants, representations, consents, waivers and agreements contained herein shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns.

For [Operator] Mame: Anthony M. Drezewski Title: Vice President	Witness Witness
For the Department of Environmental Protection: Name: Sam Furty Title: Title:	Mean Bull Witness

The Property Owner(s)

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

5600-FM-BMP0470 12/2013

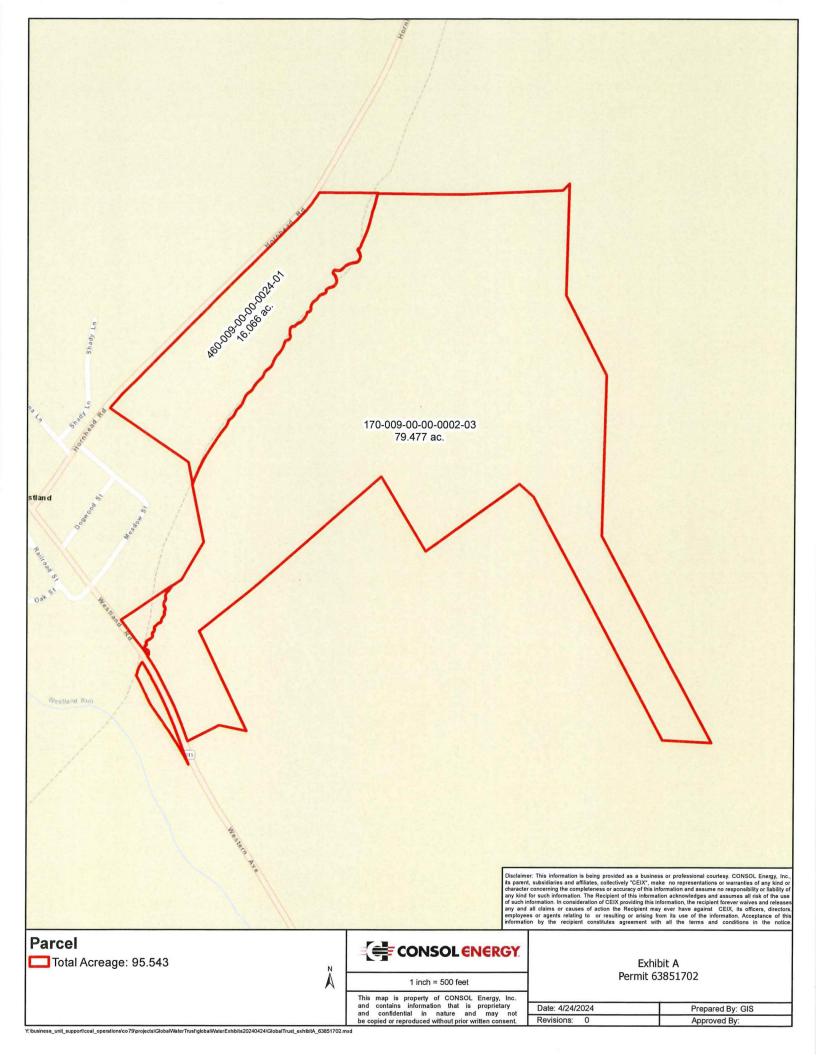
Name: Harold E. Rinehart

Title: VP Regional G&P Operations,
Mockets Liberty Midstrant & Resources L.L.C.

ACKNOWLEDGEMENT

STATE OF Pennsylvania COUNTY OF Washington : ss
COUNTY OF THE PROPERTY OF THE
On this, the day of, 20, before me, the undersigned Notary, personally appeared
HONOICI E. Rinehart - UP Regional G+P Operations (Name (s)) Markwest Liberty Midstream & Resources LLC.
known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to this instrument, and who acknowledged that (he, she or they) have executed the same and desire it to be recorded.
IN WITNESS WHEREOF, I have hereunder set my hand and official seal. (SEAL)
COMMONWEALTH OF PENNSYLVANIA - NOTARY SEAL

Samantha Jo Robertson, Notary Public Washington County
My Commission Expires 02/14/2026
Commission Number 1281787



Westland – Arden Treatment Plant

Washington County Receipt of Recordation for CROE Bar Code Number R0021KWK

RECORDER OF DEEDS WASHINGTON COUNTY, PA

INVOICE # 873081 0302-RECEIPT

ΑW

-- CHARGES --

#003 PERMIT

\$43.00

	Ψ-10.00
Instrument Number - 202409005 Recorded on - May 21, 2024 2:40:55 PM Total Pages: 6 Muni - CHARTIERS TOWNSHIP Direct - MARKWEST LIBERTY MIDSTEAM & RESINDIRECT - DEPARTHENT OF ENVIRONMENTAL FORCEL IDENTIFICATION NUMBER 170-009-00-00-00203 460-009-00-00-002401 Fee Detail:	SC INC PROTECTION
RECORDING FEE	\$11.50
IMPROVEMENT FEE - COUNTY	\$2.00
IMPROVEMENT FEE - RECORDER MARGINAL NOTATIONS FFF	\$3.00
ADDITIONAL PARCEL FFF	\$2.00
PARCELS FEE	\$10.00 \$10.00
PER PAGE FEE	\$4.00
STATE WRIT TAX FEE	\$0.50
TOTAL CHARGES	\$165.00
PAYMENTS	
CHECK: 4200	\$165.00
TOTAL PAYMENTS	\$165.00
AMOUNT DUE	\$165.00
PAYMENT ON INVOICE	(\$165.00)
BALANCE DUE	\$0.00
Receipt By: C Customer ID: BCC BABST CALLAND CLEMENTS & ZOMNIF	R PC

THANK YOU CARRIE PERRELL RECORDER OF DEEDS COUNTY # 63 05/21/2024 2:40:48 PM



purposes of treating the pollutional discharge(s):

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION BUREAU OF MINING PROGRAM



CMAP/CRDP Permit: 63141301
Permit No.

CONSENT TO RIGHT OF ENTRY FOR OPERATION AND MAINTENANCE OF A MINE DRAINAGE TREATMENT FACILITY COVERED BY A BOND OR A POST-MINING DISCHARGE TREATMENT TRUST AGREEMENT

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

Agreement.	
Name: CONSOL MINING COMPANY LLC Name:	
Address: 275 Technology Drive Suite 101 Canonsburg, PA 15317 Address:	
Chartiers and Mount Pleasant Township, Washington Cou	ted in nty, unty
WHEREAS, the Commonwealth of Pennsylvania, Department of Environmental Protection (Dauthorized to administer and enforce the Surface Mining Conservation and Reclamation 52 P.S. §§ 1396.1-1396.19a, the Clean Streams Law, 35 P.S. §§ 691.1-691.1001, and their implementations, including requiring the construction, operation and maintenance of facilities designed to remediate effects of mine drainage;	Act, nenting
WHEREAS, <u>CONSOL Mining Company LLC</u> (" <i>Operator</i> ") conducted surface mining activi or adjacent to the Property pursuant to Surface Mining Permit No. <u>63141301</u> ;	ties on
WHEREAS, DEP has determined that mine drainage caused by Operator's mining activities is disch	arging

pollution, to waters of the Commonwealth;

WHEREAS, *Operator* is required, under the mining law and its surface mining permit, to construct, operate and maintain mine drainage treatment facilities on a portion of the Property (the Treatment Facility Property), for

from or passing through the Property, and the mine drainage on the Property is causing pollution, or a danger of

WHEREAS, a map showing the boundaries of the Treatment Facility Property is attached as Exhibit A:

WHEREAS, Operator has posted a bond with the Department, or has established a trust with a financial institution as an alternative financial assurance mechanism, in order to provide sufficient funds to guarantee Operator's legal obligation to operate and maintain the mine drainage treatment facilities on the Property and the Operator's obligation for long-term treatment, or abatement, of the post-mining pollutional discharge(s) on the Property;

WHEREAS, to assure compliance with its legal obligations, *Operator* and DEP [and the Trustee] must have access to the Treatment Facility Property to conduct and/or oversee the mine drainage treatment activities required by law and the mining permit;

WHEREAS, Operator and DEP have requested and the Property Owner(s) is willing to grant Operator and DEP [and Trustee] a right of entry into, under, over and upon the Treatment Facility Property to construct, operate and maintain mine drainage treatment facilities;

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

5600-FM-BMP0470 12/2013

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

- 1. Right of Entry. The Property Owner(s) hereby grants and conveys to Operator and DEP [and Trustee], its employees, agents, servants, contractors and subcontractors, a right of entry into, under, over and upon the Treatment Facility Property. This right of entry includes all necessary rights of ingress, egress and regress with all personnel, materials, and equipment needed to perform the discharge treatment activities.
- Duration of Right of Entry. The term of this Right of Entry shall extend for the length of time necessary to complete the discharge treatment activities in accordance with applicable law. It is specifically understood and agreed that the term of this Right of Entry extends for the length of time necessary to operate and maintain all mine drainage treatment facilities on the Treatment Facility Property, and shall only terminate when such treatment facilities are no longer necessary to remediate or prevent pollution to waters of the Commonwealth.
- Insurance. DEP will require Operator to obtain and keep in force insurance coverage in accordance with the requirements of 25 Pa. Code § 86.168.
- Property Use. During the term of this Right of Entry, the Property Owner(s) will not, without the written consent of DEP, make any use of the Property which will interfere with the construction, operation or maintenance of the mine drainage treatment facilities installed on the Treatment Facility Property.
- Notification. This Consent to Right of Entry shall be recorded by Operator in the Washington

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

- Representation of Interests. The Property Owners represent that they are the only persons authorized to grant access to the Treatment Facility Property.
- Binding on Successors. All the covenants, representations, consents, waivers and agreements contained herein shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns.

Name: Anthony M. Drezewski Title: Vice President Consol Mining Company, UC	Witness
For the Department of Environmental Protection: Name: Sum Forth Title: Orthort Mining Mgs	Mean Sell Vitriess

IN WITNESS WHEREOF, each of the parties set its respective hand and seal, for itself, its heirs, executors, administrators, successors and assigns, intending to be legally bound, this _____6 ____ day of May_______, 2024.

The Property Owner(s)

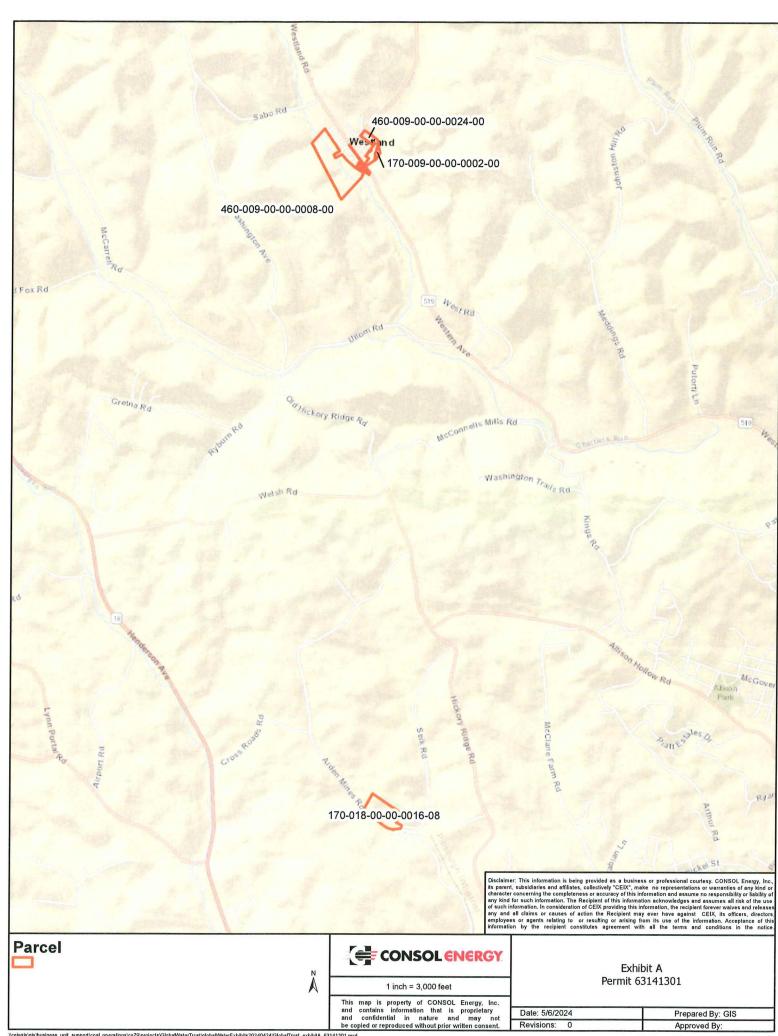
(Each owner sign and print their name under the signature.)

Name: Anthony M. Drezewski, Vice President
Consol Mining Company LLC

ACKNOWLEDGEMENT

STATE OF PENNSYLVANIA	:	SS
COUNTY OF WASHINGTON	i	55
On this, the <u>6</u> day of <u>May</u>	_, 20 <u>24</u>	, before me, the undersigned Notary, personally appeared
Anthony M. Drezewski, Vice President of CONSOL Mining Company LLC, (Name (s))		
known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to this instrument, and who acknowledged that (he, she or they) have executed the same and desire it to be recorded.		
(SEAL) Notary Public	der set r	my hand and official seal. My Commission Expires: <i>9 23 2426</i>
Commonwealth of Pennsylvania - Notary Sea Scott Whipkey, Notary Public Greene County My commission expires September 23, 2026 Commission number 1285876		

Member, Pennsylvania Association of Notaries



Westland – Arden Treatment Plant

Washington County Receipt of Recordation for CROE Bar Code Number R0021KWI

RECORDER OF DEEDS WASHINGTON COUNTY, PA

INVOICE # 873081 0302-RECEIPT

ΑW

-- CHARGES --

#001 PFRMTT

\$61.00

#UUI PERMII	\$61.0
Instrument Number - 202409003 Recorded on - May 21, 2024 2:40:53 PM Total Pages: 5 Muni - CHARTIERS TOWNSHIP Direct - CONSOL MINING CO LLC Indirect - DEPARTMENT OF ENVIRONMENTAL PARCEL IDENTIFICATION NUMBER 170-009-00-00-000200 170-018-00-00-001608 460-009-00-00-000800 460-009-00-00-002400 Fee Detail:	PROTECTION
RECORDING FEE IMPROVEMENT FEE - COUNTY IMPROVEMENT FEE - RECORDER MARGINAL NOTATIONS FEE ADDITIONAL PARCEL FEE PARCELS FEE PER PAGE FEE STATE WRIT TAX FEE	\$11.50 \$2.00 \$3.00 \$2.00 \$30.00 \$10.00 \$2.00 \$0.50

TOTAL CHARGES	\$165.00
PAYMENTS	
CHECK: 4200	\$165.00
TOTAL PAYMENTS	\$165.00
AMOUNT DUE PAYMENT ON INVOICE BALANCE DUE	\$165.00 (\$165.00) \$0.00
Receipt By: C	

Receipt By: C
Customer ID: BCC
BABST CALLAND CLEMENTS & ZOMNIR PC

THANK YOU CARRIE PERRELL RECORDER OF DEEDS COUNTY # 63 05/21/2024 2:40:48 PM



COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION BUREAU OF MINING PROGRAM



CMAP/CRDP Permit: 63851702 Permit No.

CONSENT TO RIGHT OF ENTRY FOR OPERATION AND MAINTENANCE OF A MINE DRAINAGE TREATMENT FACILITY COVERED BY A BOND OR A POST-MINING DISCHARGE TREATMENT TRUST AGREEMENT

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

Agreement.
Name: CONSOL MINING COMPANY LLC Name:
Address: 275 Technology Drive Suite 101 Canonsburg, PA 15317 Address:
WHEREAS, the Property Owner(s) own surface property containing 36.9528 acres located in Mount Pleasant and Chachiers Township, Washington County, Pennsylvania, and described in Deed Book Volume 201409730, Page, in the Washington County Recorder's Office (the Property);
WHEREAS, the Commonwealth of Pennsylvania, Department of Environmental Protection (DEP) is authorized to administer and enforce the Surface Mining Conservation and Reclamation Act 52 P.S. §§ 1396.1-1396.19a, the Clean Streams Law, 35 P.S. §§ 691.1-691.1001, and their implementing regulations, including requiring the construction, operation and maintenance of facilities designed to remediate the effects of mine drainage;
WHEREAS, <u>CONSOL Mining Company LLC</u> (" <i>Operator</i> ") conducted surface mining activities or or adjacent to the Property pursuant to Surface Mining Permit No. <u>63851702</u> ;
WHEREAS, DEP has determined that mine drainage caused by <i>Operator's</i> mining activities is discharging from or passing through the Property, and the mine drainage on the Property is causing pollution, or a danger of pollution, to waters of the Commonwealth;

WHEREAS, *Operator* is required, under the mining law and its surface mining permit, to construct, operate and maintain mine drainage treatment facilities on a portion of the Property (the Treatment Facility Property), for purposes of treating the pollutional discharge(s):

WHEREAS, a map showing the boundaries of the Treatment Facility Property is attached as Exhibit A;

WHEREAS, *Operator* has posted a bond with the Department, or has established a trust with a financial institution as an alternative financial assurance mechanism, in order to provide sufficient funds to guarantee *Operator's* legal obligation to operate and maintain the mine drainage treatment facilities on the Property and the *Operator's* obligation for long-term treatment, or abatement, of the post-mining pollutional discharge(s) on the Property;

WHEREAS, to assure compliance with its legal obligations, *Operator* and DEP [and the Trustee] must have access to the Treatment Facility Property to conduct and/or oversee the mine drainage treatment activities required by law and the mining permit;

WHEREAS, Operator and DEP have requested and the Property Owner(s) is willing to grant Operator and DEP [and Trustee] a right of entry into, under, over and upon the Treatment Facility Property to construct, operate and maintain mine drainage treatment facilities;

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

5600-FM-BMP0470 12/2013

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

- The Property Owner(s) hereby grants and conveys to Operator and DEP [and 1. Right of Entry. Trustee], its employees, agents, servants, contractors and subcontractors, a right of entry into, under, over and upon the Treatment Facility Property. This right of entry includes all necessary rights of ingress, egress and regress with all personnel, materials, and equipment needed to perform the discharge treatment activities.
- Duration of Right of Entry. The term of this Right of Entry shall extend for the length of time necessary to complete the discharge treatment activities in accordance with applicable law. It is specifically understood and agreed that the term of this Right of Entry extends for the length of time necessary to operate and maintain all mine drainage treatment facilities on the Treatment Facility Property, and shall only terminate when such treatment facilities are no longer necessary to remediate or prevent pollution to waters of the Commonwealth.
- DEP will require Operator to obtain and keep in force insurance coverage in accordance with the requirements of 25 Pa. Code § 86.168.
- Property Use. During the term of this Right of Entry, the Property Owner(s) will not, without the written consent of DEP, make any use of the Property which will interfere with the construction, operation or maintenance of the mine drainage treatment facilities installed on the Treatment Facility Property.
- Notification. This Consent to Right of Entry shall be recorded by Operator in the Washington County Recorder's Office within thirty days of its execution. In the event that the Property Owner(s) intends

to sell, lease, or otherwise transfer any interest in the Property prior to the termination of this Right of Entry, the Property Owners shall advise the prospective owner or lessee of the terms and conditions of this Right of Entry. The Property Owner(s) shall advise DEP, by notifying the Department representative whose signature appears below or his successor, of the intent to sell the Property prior to any sale.

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

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

For [Operator]	
Southunne M. Jammen	Cookfeley
Name: Anthony M. Drezewski	Witness
Title: Vice President	
Consol Mining Company LLC	
0 - 7 /	•
For the Department of Environmental Protection:	
Name: Sam Faith Title: Vistant Mining Mga.	Megan Suff Witness

IN WITNESS WHEREOF, each of the parties set its respective hand and seal, for itself, its heirs, executors, administrators, successors and assigns, intending to be legally bound, this 6 day of May , 2024.

The Property Owner(s)

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

Name: Anthony M. Drezewski, Vice President
Con sol Mining Company LLC

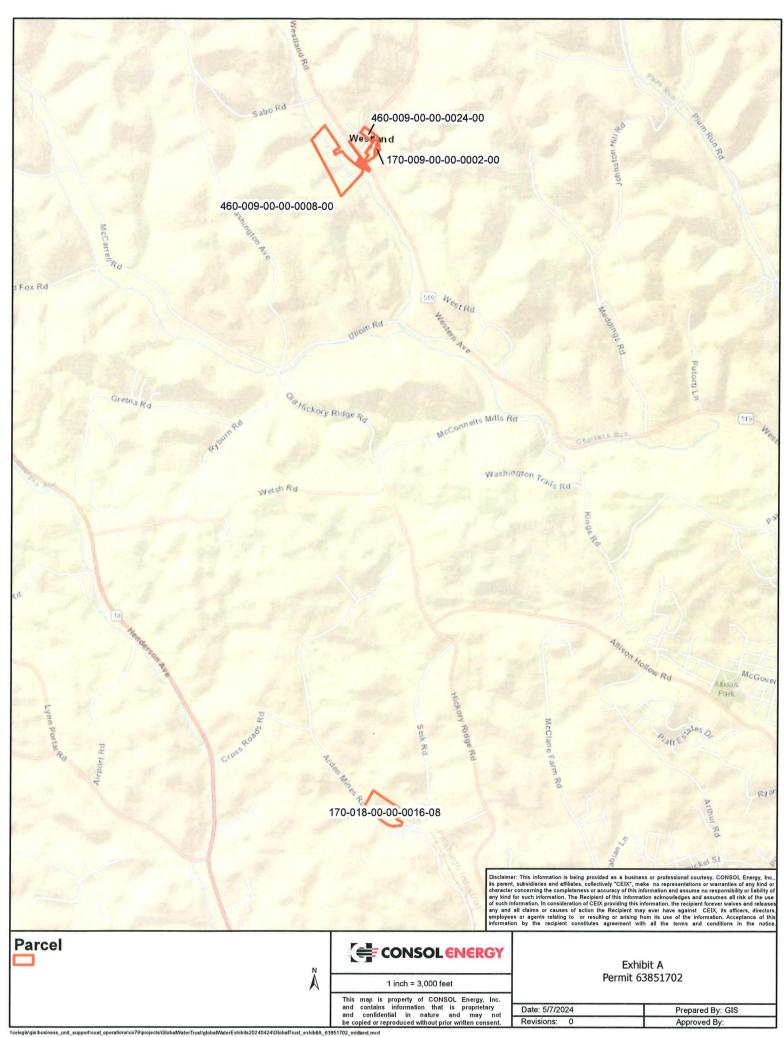
ACKNOWLEDGEMENT

STATE OF PENNSYLVANIA	:		
COUNTY OF WASHINGTON	:	SS	
On this, the day of <u>May</u>	, 20 <u>24</u>	, before me, the undersigned Notary, personally appeared	
Anthony M. Drezewski, Vice President of CONSOL Mining Company LLC, (Name (s))			
known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to this instrument, and who acknowledged that (he, she or they) have executed the same and desire it to be recorded.			
IN WITNESS WHEREOF, I have hereunder set my hand and official seal. (SEAL) My Commission Expires: 9/23/2026			
Commonwealth of Pennsylvania - Notary S	eal		

Scott Whipkey, Notary Public
Greene County
My commission expires September 23, 2026

Commission number 1285876

Member, Pennsylvania Association of Notaries



Westland – Arden Treatment Plant

Washington County Receipt of Recordation for CROE Bar Code Number R0021KWJ

RECORDER OF DEEDS WASHINGTON COUNTY, PA

INVOICE # 873081 0302-RECEIPT

ΑW

-- CHARGES --

#002 PERMIT

\$61.00

Instrument Number - 202409004
Recorded on - May 21, 2024 2:40:54 PM
Total Pages: 5
Muni - CHARTIERS TOWNSHIP
Direct - CONSOL MINING CO LLC
Indirect - DEPARTMENT OF ENVIRONMENTAL PROTECTION
PARCEL IDENTIFICATION NUMBER
170-009-00-00-000200
170-018-00-00-001608
460-009-00-00-000800
460-009-00-00-002400
Fee Detail:

RECORDING FEE IMPROVEMENT FEE - COUNTY	\$11.50 \$2.00
IMPROVEMENT FEE - RECORDER	\$3.00
MARGINAL NOTATIONS FEE	\$2.00
ADDITIONAL PARCEL FEE	\$30.00
PARCELS FEE	\$10.00
PER PAGE FEE	\$2.00
STATE WRIT TAX FEE	\$0.50

TOTAL CHARGES	\$165.00
PAYMENTS	
CHECK: 4200	\$165.00
TOTAL PAYMENTS	\$165.00
AMOUNT DUE PAYMENT ON INVOICE BALANCE DUE	\$165.00 (\$165.00) \$0.00
Receipt By: C Customer ID: BCC BABST CALLAND CLEMENTS & ZOI	MNIR PC

THANK YOU CARRIE PERRELL RECORDER OF DEEDS COUNTY # 63 05/21/2024 2:40:48 PM

EXHIBIT G-6

AMDTreat Cost Worksheets

Project <u>Global Trust</u>
Site Name <u>Westland REV6</u>

AMD TREAT TREAT MAIN COST FORM



I FURIVI	AMOTREAT				
Water Quality					
	Design Flow	2652.48	gpm		
	Typical Flow	2652.48	gpm		
	Total Iron	26.19	mg/L		
	Ferrous Iron	26.19	mg/L		
	Aluminum	0.00	mg/L		
	Manganese	1.05	mg/L		
	рН	6.55	su		
	Alkalinity	222.18	mg/L		
	TIC	92.91	mg/L		
Calculate Net Acidity Enter Hot Acidity manually					
K_1 ====	,				

Acidity

		_
Sulfate	509.31	mg/L
Chloride	94.66	mg/L
Calcium	119.10	mg/L
Magnesium	35.31	mg/L
Sodium	0.00	mg/L
Water Temperature	14.78	С
Specific Conductivity	0.00	uS/cm
Total Dissolved Solids	1082.86	mg/L
Dissolved Oxygen	0.01	mg/L
Typical Acid Loading	662.4	tons/yr

113.98 mg/L

Costs	AM	D T	REAT MAIN
Passive Treatment	<u>A</u>	<u>s</u>	
Vertical Flow Pond			\$0
Anoxic Limestone Drain			\$0
Anaerobic Wetlands		\$0	
Aerobic Wetlands			\$0
Manganese Removal Bed			\$0
Oxic Limestone Channel			\$0
Limestone Bed			\$0
BIO Reactor			\$0
Passive Subtotal:			\$0
Active Treatment			
Caustic Soda			\$0
Hydrated Lime			\$0
Pebble Quick Lime			\$0
Ammonia			\$0
Oxidants			\$0
Soda Ash		\$0	
Active Subtotal:			\$0
Ancillary Cost			
Ponds			\$0
Roads			\$0
Land Access			\$0
Ditching			\$0
Engineering Cost			\$0
Ancillary Subtotal:			\$0
Other Cost (Capital Cost)			\$0
Total Capital Cost:			\$0
Annual Costs			
Sampling	1	0	\$6,779
Labor	1	0	\$25,480
Maintenance	1	0	\$1,878
Pumping	1	0	\$103,600
Chemical Cost	1	0	\$76,394
Oxidant Chem Cost			\$0
Sludge Removal	1	0	\$20,215
Other Cost (Annual Cost)			\$29,862
Land Access (Annual Cost)	·	Ì	\$0
Total Annual Cost:			\$264,208
Other Cost	1	0	

Total Annual Cost: per 1000 Gal of H2O Treated \$0.189

Project Global Trust

Site Name Westland REV4

AMD TREAT

SAMPLING

Sampling Name Westland Sampling Costs



Estimate Sampling Cost	
1. Unit Labor Cost	35.00 \$/hr
2. Collection Time per Sample	0.33 hours/sample
3. Travel Time	1.00 hr
4. Sample Frequency	0.75 samples/mo
5. Lab Cost Per Sample	168.00 \$/sample
6. Number of Sample Points	4 points
 Enter Established Annual Sa 	ampling Cost
7. Actual Annual Sampling Cost	\$

Sampling Sub-Totals

8. Yearly Sample Analysis Cost 6,048 \$

9. Yearly Travel Cost 315 \$

10. Yearly Collection Cost 416 \$

11. Sampling Cost 6,779 \$

Record Number 1 of 1

Project Global Trust

Site Name Westland REV4

AMD TREAT

LABOR

Labor Name Westland Labor Costs



Estimate Labor Cost		
1. Site Visits per Week	7.00	
2. Site Labor Time per Visit	1.00 h	nours
3. Travel Time per Visit	1.00 h	ours
4. Unit Labor Cost	35.00 \$	/hour
Enter Established Annual Labor 5. Actual Annual Labor Cost	Cost \$	
6 Total Cost	25 490 ¢	

Record Number 1 of 1

Project Global Trust

Site Name Westland REV5

AMD TREAT

MAINTANENCE

Estimate Maintenance Cost

 Percent of Active Cost 	%
2. Percent of Passive Cost	%
3. Percent of Ancillary Cost *	9/
4. Percent of Other Capital Cost	0/

Enter Established Annual Maintenance Cost

5. Annual Maintenance Cost 1,878 \$

Maintenance Sub-Totals

6 Total Maintenance Active Cost
7. Total Maintenance Passive Cost
8. Total Maintenance Ancillary Cost
9. Total Maintenance Other Capital Cost
0 \$

10. Total Maintenance Cost 1,878 \$



^{*} Ancillary Cost does int include Cost for Land Access and Engineering Cost

Project Global Trust

Site Name Westland REV5

AMD TREAT PUMPING



Pumping Name Westland Pumping						
C Estimated Electricity Cost for Pumping C Estimated Fuel Cost for Pum						
1. Pump Rate	gal/min	12. Fuel Rate	gal/hr			
2. Total Pump Head	feet	13. Fuel Cost	\$/gal			
3. Electricity Cost	\$/kwhour	14. Hours Per Day	hours			
4. Hours Per Day	hours	15. Days Per Year	days			
5. Days Per Year	days	16. Pump Maintenance Cost	%**			
6. Pump Efficiency	%	17. Estimated Annual Fuel Cost	\$			
7. Motor Efficiency	%	18. Estimated Maintenance Cost	\$			
8. Pump Maintenance Cost %*		** Percent of Annual Fuel Cost				
9. Est. Annual Electricity Cost	\$	r crock of Allidari	uci 003t			
10. Est. Maintenance Cost	\$					
* Percent of Annual Electricity	Cost					
11. Actual Annual Pumping Cost	103,600 \$					

19. Total Pumping Cost 103,600 \$

Record Number 1 of 1

Project Global Trust

Site Name Westland REV5

AMD TREAT CHEMICAL COST





		Chemical Cost Name: Westland	l Chemical Costs						
0	pening Screen	A. Hydrated Lime ?			E. Anhydrous Ammonia?				
	ater Parameters	1 Titration?			21. Titration?				
		2. Hydrated Lime Titration Amount		ydrated	22. AmmoniaTitration Amount		bs of am gal H2C		
	fluent Water Parameters	3. Hydrated Lime Purity	lime / g	al of H2O	23. Ammonia Purity		%		
-	hat Affect	·	%		24. Mixing Efficiency of Ammonia	9	%		
Ch	nemical Cost	Mixing Efficiency of Hydrated Lime			Non-Bulk Delivery]	
Ca	alculated Acidity	5. Hydrated Lime Unit Cost	\$/lb		25. Ammonia Non-Bulk Unit Cost		S/lb		
L	-173.36 mg/L Alkalinity	B. Pebble Quick Lime?			Bulk Delivery				
Г	222.18 mg/L	6. Titration? 7. Pebble Lime Titration Amount	lbs of P		26. Ammonia Bulk Unit Cost	9	S/lb		
_		8. Pebble Lime Purity		gal of H2O	F. Soda Ash ?			1	
	alculate Net	· L	%		27. Titration?				
	cidity Acid-Alkalinity)	Mixing Efficiency of Pebble Lime	70	ı	28 Soda Ash Titration Amount		bs of soo gal of H		
	nter Net Acidity	O Delivered in Bags			29. Soda Ash Purity		gагогп %	20	
	nanually	10. Pebble Lime Bag Unit Cost	\$/Ib		30. Mixing Efficiency of Soda Ash		%		
	Net Acidity Hot Acidity)	Bulk Delivery 11. Pebble Lime Bulk Unit Cost	\$/lb		31 Soda Ash Unit Cost				
Ιг	113.98 mg/L	C. Caustic Soda ?			31 Soda Asri Offit Cost		S/lb		
		12. Titration?			G. Known Chemical Cost?				
D ₁	esign Flow	13. Caustic Titration Amount	gal ofca / gal H2		32. Known Annual Chemical Cost	76,394	§ •	nnual Amount	of
	2652.48 gpm ypical Flow	14. Caustic Purity	purity o		Chemical Cost			emicals Consu	ımed
[2652.48 gpm	15. Mixing Efficiency of Caustic	caustic %	solution	33. Total Hydrated Lime Cost	102,005	5	1,275,059	lbs
To	otal Iron		70		34. Total Pebble Lime Cost	0	5	0	lbs
	26.19 mg/L	Non-Bulk Delivery 16. Caustic Non-Bulk Unit Cost	\$/gal		35. Total Caustic Soda Cost	0 9	5	0	gals
Alı	uminum	Bulk Delivery	φ/gai		36. Total Anhydrous Ammonia Cost	0 \$	6	0	lbs
M	0.00 mg/L anganese	17. Caustic Bulk Unit Cost	\$/gal		37. Total Soda Ash Cost	0 \$	5	0	lbs
	1.05 mg/L				38. Total Known Chemical Cost	76,394	5		
<u> </u>		☐ 18. Flocculents?			39. Total Flocculent Cost	0 5	\$	0	gals
Rec	ord Number	19. Flocculent Consumption	gal/hr		40. Selected Chemical: KNOWN	CHEMICAL COS	T		7
1 of	<u> </u>	20. Flocculent UnitCost	\$/gal		Annual Chemical Cost	76,394	5		

Project Global Trust

Site Name Westland REV5

AMD TREAT SLUDGE REMOVAL



 □ Opening Screen **Water Parameters** Influent Water **Parameters** that Affect Sludge Removal Calculated Acidity -173.36 mg/L Alkalinity 222.18 mg/L Calculate Net Acidity (Acid-Alkalinity) Enter Net Acidity manually Net Acidity (Hot Acidity) 113.98 mg/L Design Flow 2652.48 gpm Typical Flow 2652.48 gpm Total Iron 26 mg/L Aluminum mg/L Manganese mg/L 1

ludge Removal Name Westland Sludge Removal Costs							
1. Select One	Selection for Method of Removing Sludge		Concentrations from Main Water Quality Screen 14. Iron Concentration 26.19 mg/L				
C Sludge Removal I	oy \$ per Gallon		15. Manganese Concentration 1.05 mg/L				
2. Sludge Removal	Unit Cost \$/gal		16. Aluminum Concentration 0.00 mg/L				
C Sludge Removal I	oy Vacuum Truck						
3. Vacuum Truck	Unit Cost \$/hr		17. Total Miscellaneous Concentration mg/L				
4. Mobiliza	ation Cost \$		18. Percent Solids %				
5. Hours to	o be Used hr		19. Sludge Density Ibs/gal				
	by Mechanical Excavation		20. Titration?				
6. Mechanical Excavation	Unit Rate \$/hr	21.	. Gal. of Sludge per Gal of Water Treated gal				
7. Mobiliza	ation Cost \$						
8. Hours to	be Used hr		22. Estimated Sludge Volume 3,701 yd3/yr				
C Sludge Removal I	by Lagoon Cleaner		Cost for Sludge Removal Types				
9. Lagoon Cleaning	Unit Rate \$/hr		23. Removal by \$ per Gallon 44,859 \$				
10. Mobiliza	ation Cost \$		24. Removal by Vacuum Truck 0				
11. Hours to	b be Used hr		25. Removal by Mechanical Excavation 0 \$				
 Actual Sludge Re 	moval Cost		26. Removal by Lagoon Cleaner 0 \$				
12. Actual Sludge Rem	noval Cost 20215 \$		27. Actual Sludge Removal Cost 20,215 \$				
			Sludge Removal Sub-Totals				
13. Off Site Disp			28. Currently Selected Removal Cost Plus Off Site Disposal Cost \$ 20,215 \$				
Lizecola Mailib	61 1 01 1	_					

Project <u>Global Trust</u>
Site Name <u>Westland REV6</u>

AMD TREAT OTHER COST



AMDTREAT Oher Cost Name Other Costs C. D. В. E. **Description of Item** Capital Cost **Unit Cost** Quantity Total Per Item **Item Cost Annual Cost** Capital Cost 1. Maintenance based off 2% of Total Capital 29,862.00 1 29,862 Annual Cost Cost from Recapitalization Cost Sheet Capital Cost 2. 0 0.00 0 Annual Cost Capital Cost 3. 0.00 0 0 Annual Cost Capital Cost 4. 0.00 0 0 C Annual Cost Capital Cost 5. 0.00 0 0 C Annual Cost Capital Cost 6. 0.00 0 0 Annual Cost Capital Cost 7. 0.00 0 0 C Annual Cost Capital Cost 8. 0.00 0 0 C Annual Cost Capital Cost 9. 0.00 0 0 C Annual Cost Capital Cost 10. 0.00 0 0 C Annual Cost Capital Cost 11. 0.00 0 0 C Annual Cost Capital Cost 12. 0 0.00 0 C Annual Cost Capital Cost 13. 0 0 0.00 C Annual Cost Capital Cost 14. 0.00 0 0 Annual Cost Capital Cost 0 15. 0.00 0 C Annual Cost

Record Number 1 of 1

Curent Capital Cost	0	\$
Current Annual Cost	29,862	\$

Total Capital Cost	0 \$
Total Annual Cost	29,862 \$

EXHIBIT G-7

AMDTreat Recapitalization Worksheet

Project Global Trust

Site Name Westland REV6

AMD TREAT RECAPITIZALITION COST



AMOTREAT

Calculation Period 75 yrs Inflation Rate 3.10 % Net Return Rate 8.43 %

Recapitizalition Name Exhibit E - Westland Recapitalization Cost

A.	В	С	D	Е	F	G
Description of Item	Unit Cost Per Item	Quantity	Total Item Cost	Life Cycle	Number of Periods	Total PV
Vertical Turbine Pump	12,240	1	12,240	10	7	18,127
2. 300 Hp Pump Motor Drive	30,000	1	30,000	40	1	3,995
3. Tube and Shaft Assembly (10' Length)	3,500	26	91,000	50	1	7,320
4. Column Pipe (10' Length)	1,560	26	40,560	50	1	3,263
5. Discharge Head	5,000	1	5,000	50	1	402
6. Fixed Position Aerator - 30 Hp	50,000	1	50,000	10	7	74,048
7. Floating Aerators - 60 Hp	29,000	1	29,000	10	7	42,948
8. Lime Feeder System: 50 ton silo	215,000	1	215,000	40	1	28,629
9. Lime Feeder System: Lime System	15,000	1	15,000	15	5	12,973
10. Lime Feeder System: pH probe	1,250	1	1,250	5	15	4,262
11. Electric/Controls	142,000	1	142,000	40	1	18,908
12. Submersible Pump - Midland	7,937	1	7,937	10	7	11,754
13. Vertical Turbine - Midland	18,015	1	18,015	10	7	26,679
14. Concrete Aeration Tank	125,000	1	125,000	35	2	25,085
15. Aeration Basin	1,607	1	1,607	75	1	37
16. Settling Pond #1	29,385	1	29,385	75	1	670
17. Settling Pond #2	11,619	1	11,619	75	1	265
18. Polishing Pond #1	36,238	1	36,238	75	1	827
19. Polishing Pond #2	35,643	1	35,643	75	1	813
20. Mixing Pond Ditch	18,073	1	18,073	10	7	26,765

Total Capital Cost

914,567

\$ PV Grand Total

307,769

Project Global Trust

Site Name Westland REV6

AMD TREAT RECAPITIZALITION COST



Calculation Period 75 yrs Inflation Rate 3.10 % Net Return Rate 8.43 %

Recapitizalition Name Exhibit E - Westland Recapitalization Cost

Α.	В	С	D	E	F	G
Description of Item	Unit Cost Per Item	Quantity	Total Item Cost	Life Cycle	Number of Periods	Total PV
1. Discharge Ditch	8,632	1	8,632	10	7	12,784
2. Turbidity Boom	7,014	1	7,014	10	7	10,387
3. Main Access Road	8,011	1	8,011	25	3	3,099
4. Arden Pump Line	25,267	1	25,267	75	1	576
5. Settling Pond Pipe	5,209	1	5,209	10	7	7,714
6. Midland #2 Pump Line	13,911	1	13,911	10	7	20,602
7. Midland #1 Pump Line	26,372	1	26,372	10	7	39,056
8. Fencing	118,250	1	118,250	25	3	45,747
9. Painting	14,730	1	14,730	15	5	12,739
10. Arden Bulding	7,750	1	7,750	40	1	1,032
11. Powerlines & Power Poles	57,900	1	57,900	40	1	7,710
12. Areation Pond Trough	3,500	1	3,500	35	2	702
13. Concrete Settling Pond Ditch	6,294	1	6,294	75	1	144
14. Sludge BH Cleaning	10,000	1	10,000	75	1	228
15. Replacement Sludge BH	30,000	2	60,000	75	1	1,369
16. Sludge Pipeline	21,238	1	21,238	75	1	485
17. Midland Concrete Vault	11,084	1	11,084	75	1	253
18. Headwall Maintenance	5,000	1	5,000	15	5	4,324
19. Midland #3 Pump	75,087	1	75,087	75	1	1,713
20. Midland #3 VTP	30,000	1	30,000	10	7	44,429

Total Capital Cost

515,249

\$ PV Grand Total

215,092

Project Global Trust

Site Name Westland REV6

AMD TREAT RECAPITIZALITION COST



AMOTREAT

Calculation Period 75 yrs Inflation Rate 3.10 % Net Return Rate 8.43 %

Recapitizalition Name Exhibit E - Westland Recapitalization Cost

A.	В	С	D	E	F	G
Description of Item	Unit Cost Per Item	Quantity	Total Item Cost	Life Cycle	Number of Periods	Total PV
1. Midland #3 VTP Motor	8,000	1	8,000	40	1	1,065
2. Polymer Building & Safety Shower	10,000	1	10,000	40	1	1,332
3. 550 Gal Polymer Tank	2,400	1	2,400	25	3	928
Polymer Pumps and Controls	12,000	1	12,000	40	1	1,598
5. 5,250 Gal Peroxide Tank	28,000	1	28,000	25	3	10,832
6. Peroxide Pumps and Controls	2,500	1	2,500	40	1	333
7. Polymer and Peroxide Pipe	25	1	25	10	7	37
8. Pushwater Pump Line	350	1	350	10	7	518
9.	0	0	0	0	0	0
10.	0	0	0	0	0	0
11.	0	0	0	0	0	0
12.	0	0	0	0	0	0
13.	0	0	0	0	0	0
14.	0	0	0	0	0	0
15.	0	0	0	0	0	0
16.	0	0	0	0	0	0
17.	0	0	0	0	0	0
18.	0	0	0	0	0	0
19.	0	0	0	0	0	0
20.	0	0	0	0	0	0

Total Capital Cost 63,275 PV Grand Total 16,644 \$

Global Trust Addendum to Exhibit E - Facility Details and Measurements Westland - 631413301

0. Unit Costs

Item	Unit Cost	Unit	Discount	ReCap U	Unit Cost	Description
Pond Construction	\$ 3.29	yd ³	0%	\$	3.29	The unit cost is based off an average of the high and low cost for soil movement by bidders on a large reclamation project currently being undertaken by CONSOL at another site. The ReCap unit cost was discounted by 90% since CONSOL's maintenance program, the costs of which will be captured in the M&R section on an annual basis, will make the likelihood of a full pond recapitalization negligible.
Ditch Construction	\$ 107.90	ft.	0%	\$	107.90	The unit cost is based off an average of the high and low cost for soil movement by bidders on a large reclamation project currently being undertaken by CONSOL at another site. The ReCap unit cost was discounted by 90% since CONSOL's maintenance program, the costs of which will be captured in the M&R section on an annual basis, will make the likelihood of a full pond recapitalization negligible.
Concrete Vault Construction	\$ 1,385.4	yd³	0%	\$	1,385.47	Cost based on concrete vault construction price obtained in 2021. The discount is based on the an assumed degradation of 25% of the vault in the lifetime.
Turbidity Boom	\$ 21.00	ft.	0%	\$	21.00	
Access Road Reconstruction Cost	\$ 24.29	yd ³	0%	\$	24.29	Cost based on the combination of earthmoving costs (\$3.29/yd) and the cost of road stone (\$15/ton @ 1.4 tons/cy).

1. Ponds

				Estimated Bank						Middle Pond Volume	Slope Area		Slope Area	Total Pond Area		Lifetime
Pond ID	Bank Length (ft.)	Bank Width (ft.)	Depth (ft.)	Slope (X:1)	Slope %	Subtractable	Bottom Length	Bottom Width	Middle Pond Area (ft ³)	(yd ³)	(ft ²)	Slope Area (ft3)	(yd³)	(yd ³)	ReCap Cost	(Years)
Settling Pond #1	220.00	160.00	8.00	2.00	50%	16.00	188.00	128.00	192,512.00	7,130.07	64.00	48,640.00	1,801.48	8,931.56	\$ 29,385	75.00
Settling Pond #2	205.00	75.00	8.00	2.00	50%	16.00	173.00	43.00	59,512.00	2,204.15	64.00	35,840.00	1,327.41	3,531.56	\$ 11,619	75.00
Polishing Pond #1	350.00	125.00	8.00	2.00	50%	16.00	318.00	93.00	236,592.00	8,762.67	64.00	60,800.00	2,251.85	11,014.52	\$ 36,238	75.00
Polishing Pond #2	330.00	130.00	8.00	2.00	50%	16.00	298.00	98.00	233,632.00	8,653.04	64.00	58,880.00	2,180.74	10,833.78	\$ 35,643	75.00
Aeration Basin	50.00	50.00	7.00	2.00	50%	14.00	22.00	22.00	3,388.00	125.48	49.00	9,800.00	362.96	488.44	\$ 1,607	75.00

2. Ditches

											Lifetime
Ditch ID	Base Width (ft.)	Bank Width (ft.)	Depth (ft.)	Ditch Area (ft ²)	Ditch Construction	Length (ft.)	Ditch Volume (ft ³)	Ditch Volume (yd³)	Total Costs	ReCap Costs	(Years)
Mixing Pond Ditch	7.00	6.00	4.00	26.00	Rock Lined Ditch	335.00	8,710.00	322.59	\$ 36,147	\$ 18,073	10.00
Discharge Ditch	10.00	6.00	3.00	24.00	Rock Lined Ditch	160.00	3,840.00	142.22	\$ 17,264	\$ 8,632	10.00

3. Concrete Vaults

_	Vault ID	Туре	Diameter (in.) for circular vaults only	Length (ft.) for rectangular vaults only	Width (ft.) for rectangular vaults only	Depth (ft.)	Wall Thickness (in.)	Concrete Volume (ft ³)	Concrete Volume (yd³)	ReCap Cost	Lifetime (Years)
	Concrete Settling Pond Ditch	Rectangular		60.00	2.00	2.00	4.00	122.67	4.54	\$ 6,294	75.00
	Midland Concrete Vault	Rectangular		12.00	6.00	10.00	6.00	216.00	8.00	\$ 11,084	75.00

4. Turbidity Boom

Boom ID	Length (ft.)		ReCap Cost	Lifetime (Years)
Settling Pond Bo	oms 334.00) \$	7,014	10.00

5. Access Roads

									Luctuic
Road ID	Type	Width (ft.)	Length (ft.)	Depth (in.)	Road Volume (ft.3)	Road Volume (yd3)	Total Costs	ReCap Cost	(Years)
Main Access Road	Gravel Road	30.00	685.00	8.00	13,700.00	507.41	\$ 16,022	\$ 8,011	25.00

6. Pipe and Culverts

•				Cost per Unit				
				Length	Cost per Unit Length	Total Cost per		
Pipe Name	Pipe Material	Diameter (in.)	Length (ft.)	(Material)	(Labor)	Unit Length	ReCap Cost	Lifetime
Arden Pump Line	HDPE	12.00	470.00	\$ 29.76	\$ 24.00	\$ 53.76	\$ 25,267	75
Settling Pond Pipe	PVC	8.00	297.00	\$ 19.08	\$ 16.00	\$ 35.08	\$ 5,209	10
Midland #2 Pump	PVC	4.00	2,340.00	\$ 3.89	\$ 8.00	\$ 11.89	\$ 13,911	10
Midland #1 Pump	PVC	6.00	2,548.00	\$ 4.70	\$ 16.00	\$ 20.70	\$ 26,372	10
Sludge Line Pipe	HDPE	6.00	1,033.00	\$ 8.56	\$ 12.00	\$ 20.56	\$ 21,238	75
Midland #3 Pump	HDPE	8.00	2,575.00	\$ 13.16	\$ 16.00	\$ 29.16	\$ 75,087	75
Polymer and Peroxide Pipe	PVC	0.50	20.00	\$ 0.50	\$ 2.00	\$ 2.50	\$ 25	10
Pushwater Pump Line	PVC	2.00	100.00	\$ 3.00	\$ 4.00	\$ 7.00	\$ 350	10

7. Fencing

Name	Length of Fence (ft.)	Total per Unit Fence Cost	ReCap Cost	Lifetime
Chain Link Fence	2,750.00	43.00	\$ 118,250	25

Project Global Trust

Site Name Westland ReCap Amortizat

 Life of Trust Fund
 75
 yrs

 Inflation Rate
 3.10
 %

 Return Rate
 8.43
 %

AMD TREAT RECAPITIZALITION COST



V		te 8.43 %				AMOTREAT		
Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule	Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule	
	523,927	523,927	Initial Fund Amount		. a.i.a Beleie i ayear	· unu / ine. · uyeur		
1	568,093	568,093	0	51	2,134,505	2,134,505	0	
2	615,984	615,984	0	52	2,314,444	2,314,444	0	
3	667,911	667,911	0	53	2,509,551	2,509,551	0	
4	724,216	724,216	0	54	2,721,107	2,721,107	0	
5	785,268	783,812	1,456	55	2,950,496	2,943,795	6,700	
6	849,887	849,887	0	56	3,191,957	3,191,957	0,700	
7	921,532	921,532	0	57	3,461,039	3,461,039	0	
8	999,218	999,218	0	58	3,752,804	3,752,804	0	
9	1,083,452	1,083,452	0	59	4,069,166	4,069,166	0	
	1,174,787	865,857	308,929		4,412,197	2,773,662	1,638,534	
10				60		3,007,482		
11	938,849	938,849	0	61	3,007,482		0	
12	1,017,994	1,017,994	0	62	3,261,013	3,261,013	0	
13	1,103,811	1,103,811	0	63	3,535,916	3,535,916	0	
14	1,196,862	1,196,862	0	64	3,833,994	3,833,994	0	
15	1,297,757	1,240,880	56,877	65	4,157,199	4,148,106	9,093	
16	1,345,486	1,345,486	0	66	4,497,792	4,497,792	0	
17	1,458,910	1,458,910	0	67	4,876,955	4,876,955	0	
18	1,581,897	1,581,897	0	68	5,288,083	5,288,083	0	
19	1,715,251	1,715,251	0	69	5,733,868	5,733,868	0	
20	1,859,846	1,440,622	419,224	70	6,217,233	3,199,067	3,018,166	
21	1,562,066	1,562,066	0	71	3,468,748	3,468,748	0	
22	1,693,748	1,693,748	0	72	3,761,164	3,761,164	0	
23	1,836,531	1,836,531	0	73	4,078,230	4,078,230	0	
24	1,991,351	1,991,351	0	74	4,422,025	4,422,025	0	
25	2,159,222	1,885,686	273,535	75	4,794,802	0	4,794,802	
26	2,044,649	2,044,649	0	76	0	0	0	
27	2,217,013	2,217,013	0	77	0	0	0	
28	2,403,908	2,403,908	0	78	0	0	0	
29	2,606,557	2,606,557	0	79	0	0	0	
30	2,826,290	2,170,604	655,685	80	0	0	0	
31	2,353,586	2,353,586	0	81	0	0	0	
32	2,551,994	2,551,994	0	82	0	0	0	
33	2,767,127	2,767,127	0	83	0	0	0	
34	3,000,396	3,000,396	0	84	0	0	0	
35	3,253,329	2,875,617	377,711	85	0	0	0	
36	3,118,032	3,118,032	0	86	0	0	0	
37	3,380,882	3,380,882	0	87	0	0	0	
38	3,665,890	3,665,890	0	88	0	0	0	
39	3,974,925	3,974,925	0	89	0	0	0	
40	4,310,011	1,975,874	2,334,136	90	0	0	0	
41	2,142,441	2,142,441	0	91	0	0	0	
42	2,323,048	2,323,048	0	92	0	0	0	
43	2,518,881	2,518,881	0	93	0	0	0	
44	2,731,223	2,731,223	0	94	0	0	0	
45	2,961,465	2,819,330	142,135	95	0	0	0	
46	3,057,000	3,057,000	0	96	0	0	0	
47	3,314,705	3,314,705	0	97	0	0	0	
48	3,594,135	3,594,135	0	98	0	0	0	
49	3,897,120	3,897,120	0	99	0	0	0	
	4,225,648	1,968,556	2,257,091	100	0	0	0	

EXHIBIT G-8

Treatment Bond/Trust Calculator

TREATMENT BOND/TRUST CALCULATOR

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

July 19, 2024

Prepared For: CONSOL Energy Post-Mining Dischage Treatment Trust Date (mm/dd/yy):

Treatment System(s) ID: Westland Mine

Inflation Rate: 3.1% Yrs to Treat start: Annual Treatment Cost: \$264,208.00 Trust Fees: 1.50% Bond (not needed for rec): \$0.00 Investment Ratios: stock: 80% 20% bond: Effective Rate of Return: 8.43% Volatility Index: 1.16 Rec Bond Rate of Return: 6.00% Remaining Time on Permit: years

Options option #1	O&M only	Total with Recap	Total with Recap <u>& Insurance</u>	
conventional bond:	\$10,920,855.65	\$10,920,855.65	\$11,446,704.22	bond in year
bond adjustment:	\$10,920,855.65	\$10,920,855.65	\$11,446,704.22	6
option #2				
fully funded trust:	\$6,056,599.10	\$6,596,104.10	\$6,747,310.57	trust in year 1
	. , ,	. , ., .,	, , , , , , , , , , , , , , , , , , , ,	

PV of Recap (todays \$\$) @	8.43%	Eff RoR &	3.1% Inf:	\$539,505.00 for trust in year 1	
PV of Recap (todays \$\$) @	6.00%	Eff RoR &	3.1% Inf:	for bond in year 1	\$0.00 for bond in year 6

Liability Insurance Factor @	\$1.00 per year, per \$1000 in the total PV of the Trust:	\$6,596.10 per year	PV Insurance:	\$151,206.47
Liability Insurance Factor @	\$1.00 per year, per \$1000 in total Bond:	\$10,920.86 per year	PV Insurance:	\$451,406.04

Fields in RED can be updated
Fields in BLUE are fixed or calculated
Fields in GREEN are partial amounts
Highlighted Fields in GREEN are final amounts

EXHIBIT G-9

Bill of Sale

BILL OF SALE AND LICENSE AGREEMENT

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

Whereas, CMC has entered into a Post-Mining Discharge Treatment Trust Agreement dated October 2, 2021 with Somerset Trust Company which established the CMC/Laurel Run/Helvetia Treatment Trust; and

Whereas, the Department requires Transferor to continue to treat the post-mining discharges covered by the Trust COA, but also to immediately transfer the water treatment equipment, appurtenances, and facilities to the Trust to facilitate continued treatment of water and protection of the environment in the event CMC or its successors should cease treating the post-mining discharges.

KNOW ALL MEN BY THESE PRESENTS that Transferor in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, does hereby bargain, sell, transfer and convey to Somerset Trust Company, as Trustee of the CMC/Laurel Run/Helvetia Treatment Trust, all of its right, title and interest to the equipment, appurtenances, facilities, and other personal property (the "Personal Property") comprising the Westland Mine - Arden Treatment Plant and Midland Pumping Station, including, but not limited to, the equipment and other property described on Exhibit 1, attached hereto and made a part hereof, such transfer to be effective as of the date hereof (the "Effective Date").

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

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

As a condition of the License hereby granted, CMC agrees that any and all parts, additional equipment, replacements, and upgrades to the Personal Property and the Westland Mine - Arden Treatment Plant and Midland Pumping Station and systems shall immediately and

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

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

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

TRANSFEROR: CONSOL Mining Company LLC	(signature)
Witness:	By: James A. Brock
Steven F. agenall	Title: President, Chairman, and Chief Executive Officer
TOWNS	
TRUSTEE: Somerset Trust Company	CX MAC A

By: LISK N. BITTING

Witness:

Exhibit 1 - Inventory of Personal Property for Westland Mine - Arden Treatment Plant and Midland Pumping Station

Installed Equipment Listing:

Index	Item	Notes
I1	Vertical Turbine Pump	
I2	300 Hp Pump Motor Drive	
I3	Tube and Shaft Assembly (10' Length)	
I4	Column Pipe (10' Length)	
I5	Discharge Head	
I6	Fixed Position Aerator - 30 Hp	
I7	Floating Aerators - 60 Hp	
I8	Lime Feeder System: 50 ton silo	
I9	Lime Feeder System: Lime System	
I10	Lime Feeder System: pH probe	
I11	Electric/Controls	
I12	Submersible Pump - Midland	
I13	Vertical Turbine - Midland	
I14	Concrete Aeration Tank	
I15	Aeration Basin	
I16	Turbidity Boom	
I17	Arden Pump Line	
I18	Settling Pond Pipe	
I19	Midland #2 Pump Line	
I20	Midland #1 Pump Line	
I21	Fencing	
I22	Arden Building	
I23	Powerlines & Power Poles	
I24	Aeration Pond Trough	
I25	Sludge Pipeline	
I26	Midland Concrete Vault	
I27	Midland #3 Pump	
I28	Midland #3 VTP	
I29	Midland #3 VTP Motor	
I30	Polymer Building & Safety Shower	
I31	550 Gal Polymer Tank	
I32	Polymer Pumps and Controls	
I33	5,250 Gal Peroxide Tank	
I34	Peroxide Pumps and Controls	
I35	Polymer and Peroxide Pipe	
I36	Pushwater Pump Line	

Spare Equipment Listing:

	Spare Equipment Eistin	5 *
Index	Item	Storage Location
S1	Vertical Turbine Pump	Montour #4
S2	300 Hp Pump Motor Drive	Montour #4
S 3	Vertical Turbine - Midland	Montour #4