

Large Noncoal Mining Permit Transfer Application

For

Godino's West Mountain Stone Quarry
Newton Road
Ransom Township Lackawanna County
Pennsylvania

May 2, 2025

Table of Contents

Title	Page
Application	1-3
Application Checklist	4
Intent to Publish Notice	5
Deed	6-9
Contractual Consent of Landowner (recorded)	10-17
Lease Agreement	18-24
Location Map	25
Map Exhibit 6 & 9	26-27
Module 5	28-30
NOI for NPDES	31-36
PPC Plan	37-46
Bonding Increment Application	47-48
Bond Calculation Summary	49



APPLICATION TRANSFER OF PERMIT

REFER TO INSTRUCTIONS BEFORE COMPLETING

1. Select Permit Type to be transferred: ☐ Coal ☒ Large Noncoal ☐ Small Noncoal
2. Mining Permit No.: 35860302
3. Existing Operation Name: Theresa Godino-Gurnari - Godino's West Mountain Stone Quarry
If the Operation Name will be changed, list the new name: Godino's West Mountain Stone Quarry, LLC DBA Godino's West Mountain Stone Quarry or ☐ Not applicable
4. Associated NPDES No.: PAM118010
Indicate one of the following:
☒ NPDES transfer or new NOI for coverage under GP-104 is submitted concurrently with this transfer.
☐ Other. Explain: _____
5. Provide the following information as it appears on your issued permit(s) and license documents.
 - A. New Permittee (Transferee) Mining License No. 37869
Permittee/Company Name Godino's West Mountain Stone Quarry, LLC DBA Godino's West Mountain Stone Quarry
Address 703 Newton Road Scranton, PA 18504
Phone. (570)342-4340 Email address godinostone@yahoo.com
 - B. Existing Permittee (Transferor) Mining License No. 1981
Permittee/Company Name Theresa Godino-Gurnari - Godino's West Mountain Stone Quarry
Address 703 Newton Road Scranton, PA 18504
Phone. (570) 342-4340 Email address godinostone@yahoo.com
6. Are any waivers or variances granted under existing permit that will be transferred? ☒ No ☐ Yes
If "Yes", list and describe and attach documents as applicable. _____
7. Are revisions proposed in conjunction with this transfer (other than the items updated as part of the transfer application)? ☒ No ☐ Yes
If "Yes", the applications for revisions should be separate submittals. Are revisions included as part of the public notice? ☐ No (minor revisions or separate Public Notice) ☐ Yes
8. Right of entry.
 - A. Complete the applicable Property Interests/Right of Entry information and attach.
 - ☐ Coal – form 5600-PM-BMP0401
 - ☒ Large Noncoal – form 5600-PM-BMP0315-5 (Module 5)
 - ☐ Small Noncoal – Updated list of Names and Address of Landowner(s) of permit area.
 - B. Consent of Landowner documents. (See Right of Entry in instructions for additional information)
Indicate if the Consent(s) are transferred or if new versions are submitted.
 - ☐ Transferred
 - ☒ New
 Supply additional comments/explanation if applicable: N/A
9. Attach updated maps and cross-sections. Maps must show current features and name of new operator. Check here to confirm this is included. ☒

10. Attach notice of publication, if applicable. Check here to confirm this is included. ☒

Check here if small noncoal - notice not applicable. ☐

11. Attach updated bond calculations. Use most current rates. See Bonding section in Instructions. Check here to confirm this is included. ☒

12. Complete the following Affidavits section with signatures and notarize. Check here to confirm this is included. ☒

AFFIDAVITS

CURRENT PERMITTEE (TRANSFEROR)

I, Joseph Godino, being duly sworn according to law depose and say that I (am ~~the current permittee~~) (am an officer or official of the current permittee), have the authority to make this Application for Transfer of Permit on behalf of the named current permittee, that current permittee relinquishes all right, title, and interest in said permit, and that the information included in the foregoing application is true to the best of my knowledge and belief. (Cross out inapplicable portions in parentheses only.)

Joseph Godino

(Print Name and Title)

CORPORATE SEAL

Joseph Godino
(Signature)

COMMONWEALTH OF PENNSYLVANIA
SWORN TO AND SUBSCRIBED BEFORE ME

THIS 7 DAY OF January, 2025

Jason R. Jolley
(Notary Public)

MY COMMISSION EXPIRES June 18, 2025

COUNTY OF LACKAWANNA

SS:

Commonwealth of Pennsylvania - Notary Seal
Jason R. Jolley, Notary Public
Lackawanna County
My commission expires June 18, 2025
Commission number 1277370
Member, Pennsylvania Association of Notaries

SUCCESSOR OPERATOR (TRANSFeree)

I, Joseph Godino, being duly sworn according to law depose and say that I (~~am the successor operator~~) (am an officer or official of the successor operator), have the authority to make this Application for Transfer of Permit on behalf of successor operator, that Godino's West Mountain Stone Quarry, LLC DBA Godino's West Mountain Stone Quarry assumes all

Name of Successor Operator

liability for reclamation, water pollution, planting, and all other responsibilities under the law, the rules and regulations, and the terms and conditions for the permit from the date of original issuance, and that the information included in the foregoing application is true to the best of my knowledge and belief. (Cross out inapplicable portions in parentheses only.)

Joseph Godino

(Print Name and Title)

CORPORATE SEAL

Joseph Godino
(Signature)

COMMONWEALTH OF PENNSYLVANIA
SWORN TO AND SUBSCRIBED BEFORE ME

THIS 7 DAY OF January, 2025

Jason R. Jolley
(Notary Public)

MY COMMISSION EXPIRES June 18, 2025

COUNTY OF LACKAWANNA

SS:

Commonwealth of Pennsylvania - Notary Seal
Jason R. Jolley, Notary Public
Lackawanna County
My commission expires June 18, 2025
Commission number 1277370
Member, Pennsylvania Association of Notaries

Revisions: Only limited revisions may be included with the transfer. When other minor or major revisions are proposed to the permit beyond the basic transfer information, these revisions should be a separate application to be issued after the transfer (examples: blast plan, mining area, reclamation plans, etc.). The public notices, however, may be combined if the applications are submitted coincidentally. A preapplication meeting with the DMO is recommended for clarification on what will be required for a transfer that includes substantive revisions.

NPDES and other permits: Transfer of an Individual NPDES permit must be a separate submittal with fee. The NPDES permit must match the permit information. Coverage under GP-104 is not transferrable; the transferee should submit a new Notice of Intent where applicable. Any other related permits (noncoal processing air quality, storage tanks) must be addressed by the Transferee under the specific process for the issuing Bureau.

APPLICATION SUBMITTAL

Complete this form and save as PDF. Do not scan form as an image. Attach all additional material in PDF format.

Digital submittals are required. Use Public Upload with Payment. Go to DEP Public Upload webpage for submittal. Contact the DMO for a waiver of digital submittals.

Questions? Contact your local District Mining Office or email RE-EPMININGPERMITS@pa.gov.

CHECKLIST

Submit the following updated parts of this application.

- ☒ 1. Application for Transfer
- ☒ 2. Property Interests and Right of Entry information *Module 5, CONSENT OF LANDOWNER, LEASE, DEED LOCATION MAP, ENVIRONMENTAL & OPERATION MAP, BOND CALCULATION SCHEMATIC*
- ☐ 3. Updated maps and cross sections displaying the name of the successor operator and that include the extent of completed mining
- ☒ 4. Proof of Intent to publish (Note: Send Proof of Publication upon completion.)
or
☐ Not applicable – small noncoal
- ☒ 5. Bond calculations using most current rates
- ☒ 6. NPDES Application (separate submittal) for transfer of existing individual or new NOI for GP-104

Intent to publish - The Times-Tribune – Scranton, PA

Notice is hereby given that Godino's West Mountain Stone Quarry, LLC - DBA Godino's West Mountain Stone Quarry, 703 Newton Road Scranton, PA 18504 has made application to the Pennsylvania Department of Environmental Protection (DEP) for a transfer of a permit to conduct non coal mining activities in Ransom Township Lackawanna County, Pennsylvania. The permit number for this mine is 35860302 and the NPDES permit number is PAM118010. The mine permit area is 38.7 acre and is located at 840 Newton Road (State Route 3003) on the west side of Newton Road. The entrance to the mining operation is approximately 1.44 miles from the intersection of Jackson Street in Scranton, PA and approximately 0.70 miles from where Newton Road crosses over the Pennsylvania Turnpike. The receiving stream for this permit area is Keyser Creek with a designated use as CWF-MF cold water fishes – migratory fishes. The Scranton, PA – US Geological Survey 7.5 minute quadrangle/topographic map contains the area described. A copy of the application is available for public inspection at godinosstone.com, the Godino's West Mountain Stone Quarry, LLC's website and PA DEPs Pottsville District Mining Office. Written comments, objections, or a requests for an informal conference and/or public hearing may be submitted to PA DEPs Pottsville District Mining Office at 5 West Laurel Boulevard Pottsville, PA 17901-2522 (email address – RA-EPPottsvilleDMO@pa.gov) Phone (570) 621-3118 by **date** and must include the person's name, address, phone number, and a brief statement as to the nature of the objection(s).

This Indenture,

Made the 18th day of October, in the Year of our Lord Two Thousand Twenty-four (2024),

Between JOSEPH GODINO, Executor of the Estate of Theresa Godino Gurnari, late of the City of Scranton, County of Lackawanna and Commonwealth of Pennsylvania, deceased, and hereinafter referred to as -----GRANTOR,

- a n d -

JOSEPH GODINO, of 2632 Washburn Street, Scranton, PA 18504 hereinafter referred to as -----GRANTEE

Whereas, during her lifetime Theresa Godino Gurnari, was the owner of certain real estate located in the Township of Ransom, Lackawanna County, Pennsylvania, by virtue of a deed from Theresa Godino n/k/a Theresa Godino Gurnari, dated September 21, 2022, recorded in Lackawanna County to Instrument Number 202219280; and

Whereas, the said Theresa Godino Gurnari died testate on February 27, 2024, and by her Last Will and Testament, in writing dated June 25, 2015, did nominate, constitute and appoint her son, JOSEPH GODINO, Executor of her Estate; and

Whereas, the Last Will and Testament of Theresa Godino Gurnari, deceased was duly admitted to probate in the office of the Lackawanna County, Pennsylvania on March 8, 2024 to file Number 35-24-0373 and Letters Testamentary were granted to the said JOSEPH GODINO, which said Letters are still in full force and effect; and

Whereas, JOSEPH GODINO, Executor of the Estate of Theresa Godino Gurnari, deceased, make, execute and deliver this Executor's Deed pursuant to the authority of Section 3351 of the Pennsylvania Probate, Estates and Fiduciaries Code of 1972, as amended and pursuant to the authority given to her in the Last Will and Testament of Theresa Godino Gurnari; and

Now This Indenture Witnesseth, that the said JOSEPH GODINO, Individually and as Executor of the Estate of Theresa Godino Gurnari, deceased, for and in consideration of the sum of One and 00/100 (\$1.00) Dollar, lawful money of the United States, to him in hand paid by the said JOSEPH GODINO, at and before the ensealing and delivery hereof, has granted, bargained, sold, released and confirmed, and by these Presents does grant, bargain, sell, alien, release and confirm unto the said JOSEPH GODINO, his Heirs and Assigns.

All that certain piece or parcel of land situate, lying and being in the Township of Ransom, County of Lackawanna, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a cut stone monument, a common corner of lands of Thomas Godino (DB 1072 PG 781), lands of Scranton Materials, LLC (Inst # 201519541) as shown on a plan titled "**MAP OF LANDS OF JOSEPH GODINO**" dated June 10, 2022 and prepared by KBA Engineering, P.C.;

THENCE along said lands of Scranton Materials, LLC the following four courses and distances:

1. South $43^{\circ} 20' 45''$ East three hundred thirty and forty-nine hundredths (330.49') feet to a point;
2. South $22^{\circ} 38' 58''$ West nine hundred twenty-nine and sixty-one hundredths (929.61') feet to a point in Newton Road;
3. Along Newton Road South $00^{\circ} 34' 02''$ East one hundred eighty-eight and two tenths (188.20') feet to point; and
4. Along Newton Road South $04^{\circ} 49' 58''$ West three hundred seventy-eight and eighty-two hundredths (378.82') feet to a point;

THENCE leaving Newton Road along lands of Kenneth D. Cruser (Inst # 201203077) North $78^{\circ} 39' 55''$ West two hundred twenty-four and fifty-seven hundredths (224.57') feet to rebar;

THENCE continuing along said lands of Cruser South $11^{\circ} 59' 08''$ West one hundred twenty-five and three tenths (125.30') feet to a rebar in line of lands of William D. & Eleanor Cruser (DB 1331 PG 62);

THENCE along said lands of Cruser North $76^{\circ} 32' 51''$ West twelve and two hundredths (12.02') feet to a rebar;

THENCE continuing along said lands of Cruser South $12^{\circ} 53' 59''$ West two hundred six and nine hundredths (206.09') feet to a rebar in line of lands of Antonio & Giovanna Fiorillo (DB 980 PG 204);

THENCE along said lands of Fiorillo North $78^{\circ} 53' 13''$ West two hundred fifty-five and two hundredths (255.02') feet to a drill hole in a large stone in line of lands of Joseph Godino (Inst # 201102066);

THENCE along said lands of Godino the following three (3) courses and distances:

1. North $44^{\circ} 05' 02''$ West one thousand one hundred thirty-two and one hundredth (1,132.01') to a $5/8''$ dia. rebar,
2. North $12^{\circ} 44' 58''$ East two hundred thirteen and eighty-four hundredths (213.84') feet to a $5/8''$ dia. rebar, and
3. North $44^{\circ} 04' 49''$ West sixty-five and twenty-seven hundredths (65.27') feet to an iron pin;

THENCE along lands of Forest Lands, LLC (Inst. # 201213785) North $12^{\circ} 15' 39''$ East nine hundred sixty eight and one hundredths (968.01') feet to an iron pin in line of other lands of Joseph Godino (Inst. # 201407164);

THENCE along said lands of Godino the following five (5) courses and distances:

1. South $64^{\circ} 38' 20''$ East two hundred three and ninety-seven hundredths (203.97) feet to an iron pin.

2. South 12° 15' 13" West two hundred and eight (200.87) feet to a point,
3. South 86° 28' 59" East seven hundred fifty-five (755') feet to a point,
4. North 87° 07' 49" East one hundred ninety-one and twenty-one hundredths (191.21') feet to a point, and
5. North 45° 43' 35" East two hundred ninety-five and one hundredth (295.01') feet to the point of BEGINNING.

CONTAINING 49.298 acres of land, being the same, more or less.

BEING ALL of the same premises conveyed by Forest Lands, LLC to Theresa Godino by deed dated February 15, 2018 and recorded in the Lackawanna County recorder of Deeds Office as Instrument # 201816419 AND ALL of the same premises conveyed by Theresa Godino to Theresa Godino by deed dated March 11, 1983 and recorded in the Lackawanna County Recorder of Deeds Office in Deed Book 1072 Page 781.

ALSO, BEING ALL OF PARCELS 1 AND 2 as shown on the above-mentioned plan.

EXCEPTING AND RESERVING that portion of land containing 2.34 acres and described in Deed Book 1045 page 137 in Parcel III exception and shown on a plan titled "West Mountain Stone Company - Lands of Theresa Godino" dated June 1982 (revised 11/29/82) and prepared by Frederick C. Spott and Associates.

ALSO BEING the same property which THERESA GODINO, now known as THERESA GODINO GURNARI, by her deed dated September 21, 2022 and recorded in Lackawanna County to Instrument Number 202219280, granted and conveyed to Theresa Godino Gurnari

The premises hereinabove described are designated on the assessment records of Lackawanna County as Tax Map No. 13302-010-004.

Together with all and singular the ways, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, use, trust, property, possession, claim and demand whatsoever in law, equity or otherwise howsoever, of, in, to or out of the same.

To Have and to Hold the said hereditaments and premises hereby granted and released, or mentioned, and intended so to be, with the appurtenances, unto the said **JOSEPH GODINO**, to and for the only proper use and behoof of the said **JOSEPH GODINO**, her Heirs and Assigns forever. And the said **JOSEPH GODINO**, Executor of the Estate of Theresa Godino Gurnari, do hereby covenant, promise and agree to and with the said **JOSEPH GODINO**, her Heirs and Assigns, by these presents, that she, the said **JOSEPH GODINO**, Executor of the Estate of Theresa Godino Gurnari, as aforesaid, has not done, committed or knowingly or willingly suffered to be done or committed any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or encumbered, in title, charge, estate or otherwise howsoever.

In Witness Whereof, the said **JOSEPH GODINO**, Executor of the Estate of Theresa Godino Gurnari, has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered
in the presence of

Rosella Dragwa

Joseph Godino Exec (Seal)
JOSEPH GODINO, Executor of the
Estate of Theresa Godino Gurnari, deceased

Commonwealth of Pennsylvania)

) ss.

County of Lackawanna)

On this, the 18TH day of October, A.D. 2024, before me, a Notary Public, the undersigned officer, personally appeared **Joseph Godino, Executor of the Estate of Theresa Godino Gurnari, deceased**, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Commonwealth of Pennsylvania - Notary Seal
Rosella Dragwa, Notary Public
Lackawanna County
My commission expires July 15, 2028
Commission number 1842416
Member, Pennsylvania Association of Notaries

Rosella Dragwa
Notary Public

I hereby certify that the precise residence of the Grantee is:

703 Newton Rd, Scranton PA 18504

LACKAWANNA COUNTY
Certified Property Identification

for [Signature]
Attorney for Grantee

MUN: 30

NOV 18 2024

PIN: 13302 010 004
USE: 5000 ASSESS. VAL 3,955
CLERK: 407



Evie Rafalko McNulty
Lackawanna Recorder of Deeds
123 Wyoming Ave, Suite 218
Scranton, PA 18503

This is a certification page

This page is now part of this legal document - DO NOT DETACH



Recording:

Recording Fee ROD	\$13.00
Partial & Notice of Assessment	\$0.00
Cover/Index Page	\$2.00
Additional Names	\$0.00
Additional Page	\$6.00
Additional Acknowledgement	\$0.00
Additional Parcel	\$0.00
County Improvement	\$2.00
Parcel Identification	\$10.00
ROD Improvement Fee	\$3.00
State Writ Tax	\$0.50
Statement of Value	\$0.00
State JCS/Access to Justice	\$0.00
Affordable Housing	\$0.00
Additional References (Assgn., Assgn Mort.)	\$0.00
References (Satisfactions)	\$0.00
Local RTT Tax	\$0.00
State RTT Tax	\$0.00

Total: \$36.50

Instrument #: 202505937

Receipt #: 25-5207

Clerk: Greenwoodl

Rec Date: 04/23/2025 03:16:32 PM

Num Pages: 8

****NOTICE: This is not a Bill.****

Document Type: CONTRACTUAL CONSENT OF LANDOWNER

Rec'd From: KBA ENGINEERING

Party 1: GODINO JOSEPH

Party 2: PA COMMONWEALTH OF DEPT OF ENVIRONMENTAL PROTECTION

www.pharmstresstech.com

received
4/28/25

I hereby CERTIFY that this document is recorded in
the Recorder of Deeds Office of Lackawanna County,
Pennsylvania.



Evie Rafalko McNulty

Evie Rafalko McNulty
Recorder of Deeds

**Information may change during the verification
process and may not be reflected on this page.

Record and Return To:

KBA ENGINEERING
25 S WASHINGTON AVE
JERMYN, PA 18433



pennsylvania

DEPARTMENT OF ENVIRONMENTAL
PROTECTIONCOMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF MINING PROGRAMS

APPL. NO. (Department Use Only)

**CONTRACTUAL CONSENT OF LANDOWNER
(NONCOAL/INDUSTRIAL MINERALS)**

(I) (We), the undersigned, being the owner(s) of 49 acres of land
located in Ransom Township, Lackawanna County, as described
(Township, Borough, City)
in the deed(s) recorded in the Recorder of Deeds Office Book(s) and page(s) 2024-
17964
and shown by crosshatched lines on the map attached hereto which is signed in the original by the landowner upon which
Godino's West Mountain Stone Quarry, LLC

(Name of Mining Operator)

proposes to engage in surface mining activities for which application for permit will be made to the Department of Environmental Protection and of which application this consent will be made a part, **DO HEREBY ACKNOWLEDGE THAT THE MINING OPERATOR HAS THE RIGHT TO ENTER UPON AND USE THE LAND FOR THE PURPOSES OF CONDUCTING SURFACE MINING ACTIVITIES.** Furthermore, (I) (We), the undersigned, do hereby irrevocably grant to the mining operator, his heirs, executors, administrators, successors, transferees, and assigns and to the Commonwealth of Pennsylvania, the right to enter upon the aforesaid land before beginning the mining activity(ies), and for a period of five (5) years after the termination, completion or abandonment of the mining activity(ies) for the purposes of inspecting, studying, backfilling, planting and reclaiming the land and abating pollution in accordance with the provisions of the Noncoal Surface Mining Conservation and Reclamation Act and The Clean Streams, as amended, rules and regulations promulgated thereunder, and the provisions of permit(s) issued to the Mining Operator. (I) (We) do hereby grant in addition to the Commonwealth, for the aforesaid period of time, a right of entry across any adjoining or contiguous lands owned by (us) (me) in order to have access to the land described herein. It is specifically agreed and understood that this contractual consent gives the Commonwealth the right to enter, inspect, study, backfill, plant and reclaim the land and abate pollution therefrom as a matter within the police power but does not obligate the Commonwealth to do so, and does not constitute any ownership interest by the Commonwealth in the aforesaid land.

This Consent shall not be construed to impair any contractual agreement between the Mine Operator and the landowner.

(INSERT ADDITIONAL PROVISIONS OR CROSS OUT)

In witness whereof and intending to legally bind (myself) (ourselves), (my) (our) heirs, successors and assigns, (I) (we) have hereunto set (my) (our) hand(s) and seal this 21 day of February, 2025 (year)

Joseph Godino

LANDOWNER

(Print Name)

LACKAWANNA COUNTY
Certified Property Identification

By:

Joseph Godino

(Signature)

(Seal)

MUNI: 310

APR 24 2025

PIN: 13302 010 004
USE: 5000 ASSESS. VAL 3255
CLERK: 4N

(Print Name)

By:

(Signature)

(Print Name)

ACKNOWLEDGEMENT OF INDIVIDUALS OR PARTNERS

LANDOWNER

STATE OF Pennsylvania
COUNTY OF Lackawanna

SS

Commonwealth of Pennsylvania - Notary Seal
Jason R. Jolley, Notary Public
Lackawanna County
My commission expires June 18, 2025
Commission number 1277370
Member, Pennsylvania Association of Notaries

On 21 February 2025, before me, the undersigned Notary, personally appeared
Joseph Gachino

(Name (s))

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

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

(SEAL) Jason R. Jolley
Notary Public

My Commission Expires: June 18, 2025
(Date)

LANDOWNER

STATE OF
COUNTY OF

SS

On _____, before me, the undersigned Notary, personally appeared

(Name (s))

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

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

(SEAL) _____
Notary Public

My Commission Expires: _____
(Date)

ACKNOWLEDGEMENT OF CORPORATIONS

LANDOWNER

STATE OF
COUNTY OF

SS

On _____, before me, the undersigned Notary, personally appeared

who acknowledged (herself) (himself) to be the _____ of
(Title of Person)
_____, a
(Name of Corporation)

corporation, and that (she) (he), as such officer, being authorized to do so, executed the foregoing instrument on behalf of the said corporation and desires that this instrument be recorded.

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

(SEAL) _____
Notary Public

My Commission Expires: _____
(Date)

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

(Signed) + (Print Name)

(Seal)

Lackawanna County Tax Services

ATTACHMENT TO CONSENT OF LANDOWNER FORM

Joseph Godino

LANDOWNER NAME

Joseph Godino

LANDOWNER SIGNATURE



0 625 1,250 ft

Date: 2/20/2025

Disclaimer:
The County of Lackawanna makes no representations, either expressed or implied, regarding the information contained on this map or its suitability for any particular purpose.

This Indenture,

Made the 18th day of October, in the Year of our Lord Two Thousand Twenty-four (2024),

Between **JOSEPH GODINO**, Executor of the Estate of Theresa Godino Gurnari, late of the City of Scranton, County of Lackawanna and Commonwealth of Pennsylvania, deceased, and hereinafter referred to as ----- **GRANTOR**,

- a n d -

JOSEPH GODINO, of 2632 Washburn Street, Scranton, PA 18504 hereinafter referred to as --
----- **GRANTEE**

Whereas, during her lifetime Theresa Godino Gurnari, was the owner of certain real estate located in the Township of Ransom, Lackawanna County, Pennsylvania, by virtue of a deed from Theresa Godino n/k/a Theresa Godino Gurnari, dated September 21, 2022, recorded in Lackawanna County to Instrument Number 202219280; and

Whereas, the said Theresa Godino Gurnari died testate on February 27, 2024, and by her Last Will and Testament, in writing dated June 25, 2015, did nominate, constitute and appoint her son, **JOSEPH GODINO**, Executor of her Estate; and

Whereas, the Last Will and Testament of Theresa Godino Gurnari, deceased was duly admitted to probate in the office of the Lackawanna County, Pennsylvania on March 8, 2024 to file Number 35-24-0373 and Letters Testamentary were granted to the said **JOSEPH GODINO**, which said Letters are still in full force and effect; and

Whereas, **JOSEPH GODINO**, Executor of the Estate of Theresa Godino Gurnari, deceased, make, execute and deliver this Executor's Deed pursuant to the authority of Section 3351 of the Pennsylvania Probate, Estates and Fiduciaries Code of 1972, as amended and pursuant to the authority given to her in the Last Will and Testament of Theresa Godino Gurnari; and

Now This Indenture Witnesseth, that the said **JOSEPH GODINO**, Individually and as Executor of the Estate of Theresa Godino Gurnari, deceased, for and in consideration of the sum of One and 00/100 (\$1.00) Dollar, lawful money of the United States, to him in hand paid by the said **JOSEPH GODINO**, at and before the ensealing and delivery hereof, has granted, bargained, sold, released and confirmed, and by these Presents does grant, bargain, sell, alien, release and confirm unto the said **JOSEPH GODINO**, his Heirs and Assigns,

All that certain piece or parcel of land situate, lying and being in the Township of Ransom, County of Lackawanna, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a cut stone monument, a corner corner of lands of Thomas Godino (DB 1072 PG 781), lands of Scranton Materials, LLC (Inst # 201519541) as shown on a plan titled **"MAP OF LANDS OF JOSEPH GODINO"** dated June 10, 2022 and prepared by KBA Engineering, P.C.;

THENCE along said lands of Scranton Materials, LLC the following four courses and distances:

1. South $43^{\circ} 20' 45''$ East three hundred thirty and forty-nine hundredths (330.49') feet to a point;
2. South $22^{\circ} 38' 58''$ West nine hundred twenty-nine and sixty-one hundredths (929.61') feet to a point in Newton Road;
3. Along Newton Road South $00^{\circ} 34' 02''$ East one hundred eighty-eight and two tenths (188.20') feet to point; and
4. Along Newton Road South $04^{\circ} 49' 58''$ West three hundred seventy-eight and eighty-two hundredths (378.82') feet to a point;

THENCE leaving Newton Road along lands of Kenneth D. Cruser (Inst # 201203077) North $78^{\circ} 39' 55''$ West two hundred twenty-four and fifty-seven hundredths (224.57') feet to rebar;

THENCE continuing along said lands of Cruser South $11^{\circ} 59' 08''$ West one hundred twenty-five and three tenths (125.30') feet to a rebar in line of lands of William D. & Eleanor Cruser (DB 1331 PG 62);

THENCE along said lands of Cruser North $76^{\circ} 32' 51''$ West twelve and two hundredths (12.02') feet to a rebar;

THENCE continuing along said lands of Cruser South $12^{\circ} 53' 59''$ West two hundred six and nine hundredths (206.09') feet to a rebar in line of lands of Antonio & Giovanna Fiorillo (DB 980 PG 204);

THENCE along said lands of Fiorillo North $78^{\circ} 53' 13''$ West two hundred fifty-five and two hundredths (255.02') feet to a drill hole in a large stone in line of lands of Joseph Godino (Inst # 201102066);

THENCE along said lands of Godino the following three (3) courses and distances:

1. North $44^{\circ} 05' 02''$ West one thousand one hundred thirty-two and one hundredth (1,132.01') to a $5/8"$ dia. rebar,
2. North $12^{\circ} 44' 58''$ East two hundred thirteen and eighty-four hundredths (213.84') feet to a $5/8"$ dia. rebar, and
3. North $44^{\circ} 04' 49''$ West sixty-five and twenty-seven hundredths (65.27') feet to an iron pin;

THENCE along lands of Forest Lands, LLC (Inst. # 201213785) North $12^{\circ} 15' 39''$ East nine hundred sixty eight and one hundredths (968.01') feet to an iron pin in line of other lands of Joseph Godino (Inst. # 201407164);

THENCE along said lands of Godino the following five (5) courses and distances:

1. South $64^{\circ} 38' 20''$ East two hundred three and ninety-seven hundredths (203.97) feet to an iron pin.

2. South 12° 15' 13" West two hundred ninety and eight hundredths (209.87) feet to a point,
3. South 86° 28' 59" East seven hundred fifty-five (755') feet to a point,
4. North 87° 07' 49" East one hundred ninety-one and twenty-one hundredths (191.21') feet to a point, and
5. North 45° 43' 35" East two hundred ninety-five and one hundredth (295.01') feet to the point of BEGINNING.

CONTAINING 49.298 acres of land, being the same, more or less.

BEING ALL of the same premises conveyed by Forest Lands, LLC to Theresa Godino by deed dated February 15, 2018 and recorded in the Lackawanna County recorder of Deeds Office as Instrument # 201816419 AND ALL of the same premises conveyed by Theresa Godino to Theresa Godino by deed dated March 11, 1983 and recorded in the Lackawanna County Recorder of Deeds Office in Deed Book 1072 Page 781.

ALSO, BEING ALL OF PARCELS 1 AND 2 as shown on the above-mentioned plan.

EXCEPTING AND RESERVING that portion of land containing 2.34 acres and described in Deed Book 1045 page 137 in Parcel III exception and shown on a plan titled "West Mountain Stone Company - Lands of Theresa Godino" dated June 1982 (revised 11/29/82) and prepared by Frederick C. Spott and Associates.

ALSO BEING the same property which THERESA GODINO, now known as THERESA GODINO GURNARI, by her deed dated September 21, 2022 and recorded in Lackawanna County to Instrument Number 202219280, granted and conveyed to Theresa Godino Gurnari

The premises hereinabove described are designated on the assessment records of Lackawanna County as Tax Map No. 13302-010-004.

Together with all and singular the ways, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, use, trust, property, possession, claim and demand whatsoever in law, equity or otherwise howsoever, of, in, to or out of the same.

To Have and to Hold the said hereditaments and premises hereby granted and released, or mentioned, and intended so to be, with the appurtenances, unto the said **JOSEPH GODINO**, to and for the only proper use and behoof of the said **JOSEPH GODINO**, her Heirs and Assigns forever. And the said **JOSEPH GODINO**, Executor of the Estate of Theresa Godino Gurnari, do hereby covenant, promise and agree to and with the said **JOSEPH GODINO**, her Heirs and Assigns, by these presents, that she, the said **JOSEPH GODINO**, Executor of the Estate of Theresa Godino Gurnari, as aforesaid, has not done, committed or knowingly or willingly suffered to be done or committed any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or encumbered, in title, charge, estate or otherwise howsoever.

In ~~Witness Whereof~~, the said **JOSEPH GODINO**, Executor of the Estate of Theresa Godino Gurnari, has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered

in the presence of

Rosella Dragwa

Joseph Godino Exec (Seal)
JOSEPH GODINO, Executor of the
 Estate of Theresa Godino Gurnari, deceased

Commonwealth of Pennsylvania)

) ss.

County of Lackawanna)

On this, the 18TH day of October, A.D. 2024, before me, a Notary Public, the undersigned officer, personally appeared **Joseph Godino, Executor of the Estate of Theresa Godino Gurnari, deceased**, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.

In ~~Witness Whereof~~, I hereunto set my hand and official seal.

Commonwealth of Pennsylvania - Notary Seal
 Rosella Dragwa, Notary Public
 Lackawanna County
 My commission expires July 15, 2028
 Commission number 1042416
 Member, Pennsylvania Association of Notaries

Rosella Dragwa
 Notary Public

I hereby certify that the precise residence of the Grantee is:

703 Newton Rd, Scranton PA 18504

[Signature]
 Attorney for Grantee

LACKAWANNA COUNTY
 Certified Property Identification

MUN: 30

NOV 18 2024

PIN: 13302 010 004

USE: 500 ASSESS. VAL 3,955

CLERK: ckp

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into effective on October
18, 2024, by and between JOSEPH GODINO, hereinafter called Lessor or Landlord and GODINOS WEST MOUNTAIN STONE QUARRY, LLC, hereinafter called Lessee or Tenant.

DEMISE, DESCRIPTION, USE, TERM AND RENT

1.01 Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the real estate and stone quarry comprised of 49.298 acres, more or less, located at Lackawanna County PIN: 13302010004 for the term of one year commencing on the date hereof, and ending on twelve months thereafter, for the rent payable as specified in Article 2.

RENT

2.01 Lessee agrees to and shall pay Lessor at Carbondale, Pennsylvania the sum of One Hundred Dollars(\$100.00) for the first month of the initial lease term. Thereafter, rent shall be adjusted as agreed by the parties on a monthly basis, each and every month thereafter. In no event may Lessee occupy the subject premises without having first paid rent to the Lessor Either party may terminate this Lease upon 30 days advance written notice to the other party.

EFFECT OF DEFAULT IN RENT AND OTHER PAYMENTS

2.02 (a) If Lessee defaults in the payment of any obligations, benefits and monies which may become due to Lessor from Lessee under the terms hereof, or which are paid by Lessor because of Lessee's default hereunder shall bear interest at the eight percent (8%)per annum from the due date until paid, or, in the case of sums paid by Lessor, because of Lessee's default hereunder, from the date such payments are made by Lessor until the date Lessor is reimbursed by Lessee therefor.

SECURITY DEPOSIT

2.02(b) Lessee shall pay a security deposit of One Dollar (\$1.00).

OPTION

2.03 Lessee shall have the option to renew this lease upon the expiration of the initial and each renewal term hereof for a like twelve month term. Each option shall be exercised in writing to the landlord within sixty days of the end of the term. Notwithstanding the foregoing, Lessor may terminate this Lease and the Lessee's renewal options by giving thirty days notice to the Lessee prior to the expiration of the then current Lease term.

INSURANCE AND DESTRUCTION

3.01 Lessor agrees to and shall, within thirty (30) days from the date hereof, secure from a good and responsible company or companies, doing insurance business

in the Commonwealth of Pennsylvania, and maintain during the entire term of this Lease, the following coverage:

(a) Fire and extended coverage insurance in an amount not less than replacement value of the leased property and other improvements on the leased premises.

(b) Lessee agrees to and shall, within thirty (30) days from the date hereof, secure from good and responsible company or companies doing insurance business in the Commonwealth of Pennsylvania and maintain during the entire term of the Lease, the following insurance coverage:

(1) Public liability insurance (including personal injury and property damage and workmen's compensation) in a minimum amount of five hundred thousand dollars(\$500,000) Dollars combined single limit; provided, however, that such insurance policy may contain a deductible provision not in excess of Two Thousand Five Hundred (\$2500.00) Dollars. Said insurance shall name Lessor as additional insured.

PROOF OF COVERAGE

3.03 On securing the foregoing coverages, each party shall give the other party written notice thereof together with a certificate of insurance, and each party, on demand, agrees to furnish the other party proof of payment of the premiums on any such policies.

PROTECTION AGAINST CANCELLATION

3.04 Proof must also be given by each party to the other party, pursuant to Paragraph 3.03 that each of the policies provided for in this article expressly provides that the policy shall not be canceled or altered without thirty (30) days prior written notice to Lessor.

FAILURE TO SECURE

3.05 If Lessee or lessor at any time during the term hereof should fail to secure or maintain the foregoing insurance, the other party shall be permitted to obtain such insurance in the defaulting party's name or as the agent of the defaulting party and shall be compensated by the defaulting party for the cost of the insurance premiums. The defaulting party shall pay the other interest on paid insurance premiums at the rate of eight per cent (8%) per annum computed from the date written notice is received that the premiums have been paid.

PROCEEDS

3.06 Proceeds from any fire policy or policies shall be payable to Lessor, who shall use such proceeds to make repairs as provided below.

FIRE AND CASUALTY DAMAGE

3.07 If the building or other improvements on the leased premises should be damaged or destroyed by fire, flood, or other casualty, Lessee shall give immediate written notice thereof to Lessor.

TOTAL DESTRUCTION

3.08 Destruction. If the event the Premises are totally destroyed or the Premises cannot be repaired as required herein under applicable laws and regulations, notwithstanding the availability of insurance proceeds or contributions from Tenant, this Lease shall be terminated effective the date of the damage.

3.09 Damage to Building. In the event of any partial destruction to the building in which the premises are located representing thirty percent (30%) or more of the replacement cost of the building, Landlord shall have the right for a period of thirty (30) days after the determination of the availability of insurance proceeds to retain all insurance proceeds and to terminate this Lease.

3.10 Abatement of Rent. In the event of any partial destruction which is repaired by Landlord, for the period between the date of damage until the repairs are completed, and in the event of the termination of this Lease, for the period between the date of the damage and the date of termination, the rent payable by Tenant shall be reduced in the proportion which the area of the premises with improvements that are not usable bears to the total area of the premises containing improvements. Landlord shall not be required to make any repair or restoration of injury or damage to any improvement or property installed on the premises by or at the expense of tenant; such items shall be replaced by Tenant by Tenant's insurance.

PARTIAL DAMAGE

3.11 Partial Damage-Insurance Available. In the event of damage causing a partial destruction of Premises (less than 30%) during the term of this Lease and there is made available to Landlord pursuant to insurance proceeds for such damage paying all cost of repairing such damage, Landlord shall utilize all such insurance proceeds and pay any additional cost and cause the Premises to be repaired promptly to a condition existing immediately prior to such damage, with this Lease to continue in full force and effect.

3.12 Partial Damage-Insurance Not Available. In the event of damage causing a partial destruction of Premises during the term of this Lease and there are no insurance proceeds available, or the insurance proceeds available are less than all of the cost of repairing such damage, then Landlord shall have the option for a period of sixty (60) days after the unavailability or amount of insurance proceeds is determined to elect to terminate this Lease and to retain all insurance proceeds or to repair the damage at Landlord's expense. The failure of Landlord to take any actions within sixty (60) day period shall be deemed to be an election to terminate the Lease. In the event Landlord elects to repair such damage, such work shall be completed promptly restoring the Premises to the condition existing immediately prior to such damage, and this Lease shall continue in full force and effect.

UTILITIES

4.01 Lessee shall during the term hereof pay all charges for its portion for the removal of rubbish, telephone, gas, water and electricity; used in or on the leased premises before they shall become delinquent and shall hold Lessor harmless from any liability. Tenant shall be responsible for security for functions.

WASTE AND NUISANCE

5.01 Lessee shall not commit, or suffer to be committed, any waste on the leased premises, nor shall he maintain, commit, or permit the maintenance or commission of any nuisance on the leased premises or use the leased premises for any unlawful purpose.

REPAIRS

LESSEE'S DUTY TO REPAIR AND MAINTAIN

6.01 Exterior Maintenance. The landlord shall maintain in good repair and keep clean the parking area available and all driveways and walks in front of or adjacent to the demised premises; tenant agrees to maintain the demised in a good and safe state of repair.

6.02 Landlord shall promptly make, at its sole cost and expense, all repairs necessary to maintain the plumbing, and electrical systems, windows, air conditioning, heating, roof, floor slabs (excluding floor coverings such as, without limitation, tiles or carpeting) and other structural members of the Premises and all other items which constitute a part of the Premises and are installed or furnished by Landlord; providing, however, that Landlord shall not be obligated for any of the above repairs until the expiration of a reasonable period of time after receipt of notice from Tenant that such repair is needed. In no event shall Landlord be obligated under this Paragraph to repair any Damage, other than ordinary wear and tear, caused by any act, omission or negligence of Tenant or its employees, agents, invitees, licensees, sub-tenants or contractors.

6.03 Except as Landlord is obligated for repairs as provided hereinabove, Tenant shall make, at its sole cost and expense, all repairs necessary to maintain the leased fixtures. Tenant shall keep the Premises and the fixtures therein neat and in orderly condition. If Tenant refuses or neglects to make such repairs, or fails to diligently prosecute the same to completion, after written notice from Landlord of the need therefor, Landlord may make such repairs at the expense of Tenant and such expense shall be collectible as additional rent.

ALTERATIONS, IMPROVEMENTS AND FIXTURES

7.01 Alterations and Additions. No alteration, addition, improvement or installation to the Premises shall be made or permitted to be made by the Tenant without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

SUBORDINATION

8.0 1 This Lease at Landlord's option shall be subject and subordination to all ground or underlying leases which now exist or may hereafter be executed affecting the Premises or the land upon which the Premises are situated or both, and to the lien of any mortgages or deeds of trust in any amount or amounts whatsoever now or hereafter placed on or against the land or improvements or either thereof, of which the Premises are a part or on or against Landlord's interest or estate therein, or on or against any ground or underlying lease without the necessity of the execution and delivery of any

further instruments on the part of the Tenant to effectuate such subordination. If any mortgagee, trustee or ground Lessor shall elect to have this Lease prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage, deed of trust or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust, or ground lease or the date of the recording thereof.

8.02 Subordination Agreements. Tenant covenants and agrees to execute and deliver upon demand without charge therefore, such further instruments evidencing such subordination of this Lease to such ground or underlying leases and to the lien of any such mortgages or deeds of trust as may be required by Landlord.

8.03 Attornment. In the event any proceedings are brought for default under any ground or underlying lease or in the event of foreclosure or the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Premises, the Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease, provided said purchaser expressly agrees in writing to be bound by the terms of the Lease.

END OF LEASE

9.01 Tenant at its cost shall maintain, in good condition, all portions of the leased premises and at the expiration of the term of this Lease Agreement, or options, or prior termination, Tenant shall surrender the leased premises to Landlord in the same condition as received, except as otherwise provided herein, normal wear and tear, damage from the elements or acts of God, or damage resulting from the negligence or willful misconduct of Landlord, its agents or employees, excepted.

HOLDING OVER AFTER NOTICE OF TERMINATION BY LESSEE

10.01 If Lessee does not vacate after term of lease then Lessor may either elect to allow tenant to remain on a month to month lease, in which case all the terms and conditions of this Lease shall continue in effect, or Lessor may, at any time, prior to expiration of the Lease term involved, give Lessee thirty (30) days notice of its intention to terminate this Lease and Lessee expressly agrees to vacate the leased premises within the time specified in said notice.

DEFAULTS AND REMEDIES DEFAULT BY LESSEE

11.01 If Lessee shall allow the rent to be in arrears more than thirty (30) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease or breach any provision of this Lease for a period of thirty (30) days after written notice from Lessor, or should any person other than Lessee secure possession of the premises, or any part thereof, by operation of law in any manner whatsoever, Lessor may at its option, without notice to Lessee, terminate this Lease. Upon said termination, all rents shall be accelerated and become due and payable, and Tenant shall pay all costs and expenses necessary for any repairs or damages. It is expressly agreed that in the event of default by Lessee hereunder, Lessor shall have a lien on all goods, chattels, or personal property of any description belonging to Lessee which are placed in, or become a part of, the leased premises as security for rent due and to become due for the remainder of the current Lease term, which lien shall not be

in lieu of or in any way affect the statutory Lessor's lien given by law, but shall be cumulative thereto; and Lessee hereby grants to Lessor a security interest in all such personal property placed in said leased premises for such purposes. This shall not prevent the sale by Lessee of any merchandise in the ordinary course of business free of such lien to Lessor.

All rights and remedies of Lessor under this Lease shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises.

BY LESSOR

12.01 Lessee shall permit Lessor and its agents to enter into and upon the leased premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations to the building.

ASSIGNMENT AND SUBLEASE

ASSIGNMENT AND SUBLETTING BY LESSEE

13.01 Assignment and Subletting. Tenant, for itself, its successors, legal representatives and assigns, expressly covenants that Tenant shall not, either voluntarily or by operation of law, assign, transfer, mortgage or otherwise encumber this Lease or sublet the Premises or permit any part thereof to be used or occupied by anyone other than Tenant or Tenant's employees, without the prior written consent of Landlord. Such consent shall not be unreasonably withheld.

13.02 Tenant shall indemnify and hold Landlord harmless against any and all claims and demands arising from the negligence of the Tenant, its officers, agents and/or employees, as well as those arising from Tenant's failure to comply with any covenant of this Lease on its part to be performed.

MISCELLANEOUS

14.01 All notices provided to be given under this Agreement shall be given by certified mail or registered mail, addressed to the proper party.

PARTIES BOUND

14.02 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

PENNSYLVANIA LAW TO APPLY

14.03 This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania, and all obligations of the parties created hereunder are performable in Susquehanna County, Pennsylvania.

RIGHTS AND REMEDIES CUMULATIVE

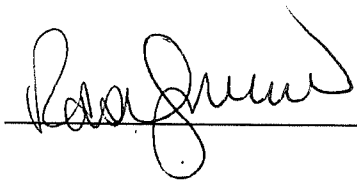
14.04 The rights and remedies provided by this Lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use

any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

WAIVER OF DEFAULT

14.05 No waiver by the parties hereto of any default or breach of any term, condition or covenant of the Lease shall be deemed to be a waiver of any other breach of the same or a other term, condition, or covenant contained therein.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereof execute this Agreement as of the day and year first above written.



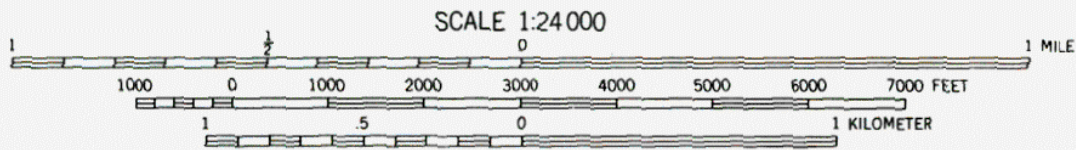
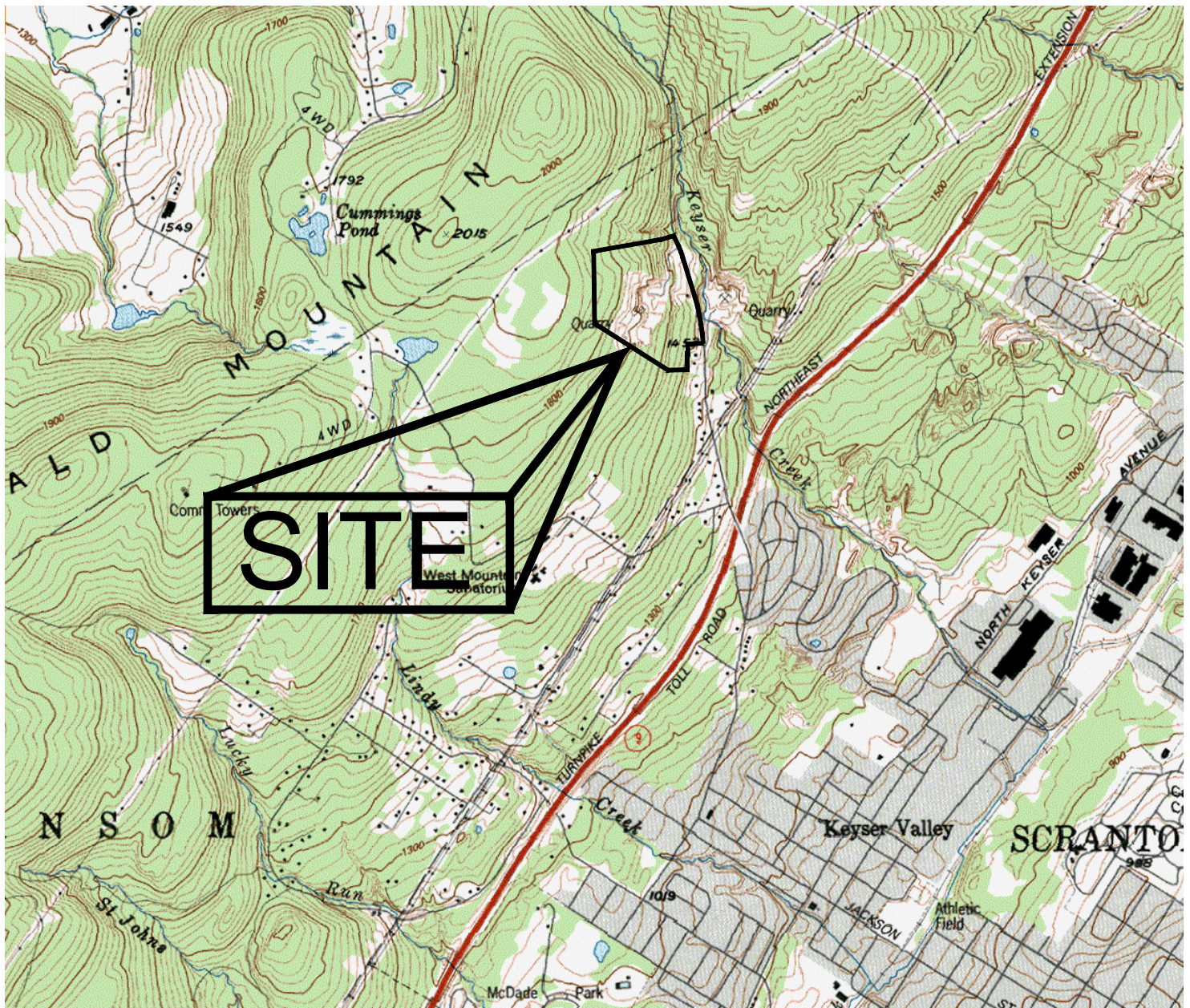


JOSEPH GODINO

GODINOS WEST MOUNTAIN
STONE QUARRY, LLC

ATTEST: _____

BY: 

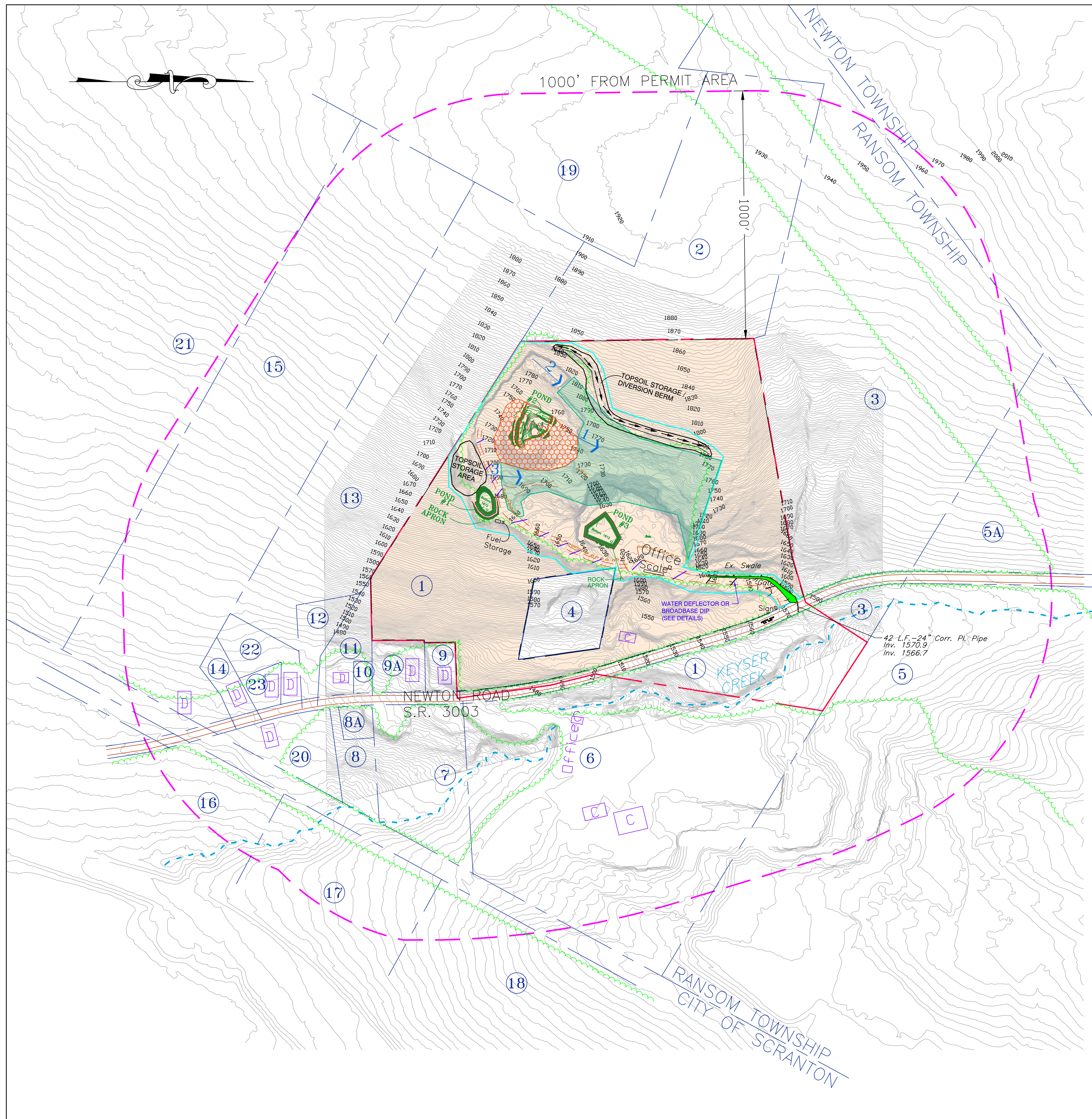


CONTOUR INTERVAL 20 FEET
NATIONAL GEODETIC VERTICAL DATUM OF 1929

SCRANTON QUADRANGLE
PENNSYLVANIA-LACKAWANNA CO.
7.5 MINUTE SERIES (TOPOGRAPHIC)

LOCATION MAP

EXHIBIT 6.1 (MODULE 6)



LEGEND

- OWNER PROPERTY LINE
- PAVED ROAD
- UNPAVED ROAD
- OCCUPIED DWELLING
- GARAGE, SHED OR BARN
- EXISTING 10' CONTOUR
- STREAM
- TREE LINE
- PROPOSED CONTOURS
- SEQUENCE & DIRECTION OF MINING
- PARCEL IDENTIFICATION NUMBER KEY TO MODULE 5
- LINE 1000' FROM PERMIT AREA
- PERMIT AREA
38.7 ACRES
- SUPPORT AREA
11.8 ACRES
- MINING AREA
5.0 ACRES
- STOCKPILE AREA
- WATER DEFLECTOR OR BROAD BASE DIP

**ENVIRONMENTAL RESOURCES
MAP EXHIBIT 6
(MODULE 6)**

**OPERATIONS MAP
EXHIBIT 9 (MODULE 9)**

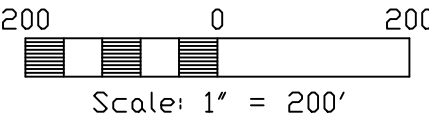


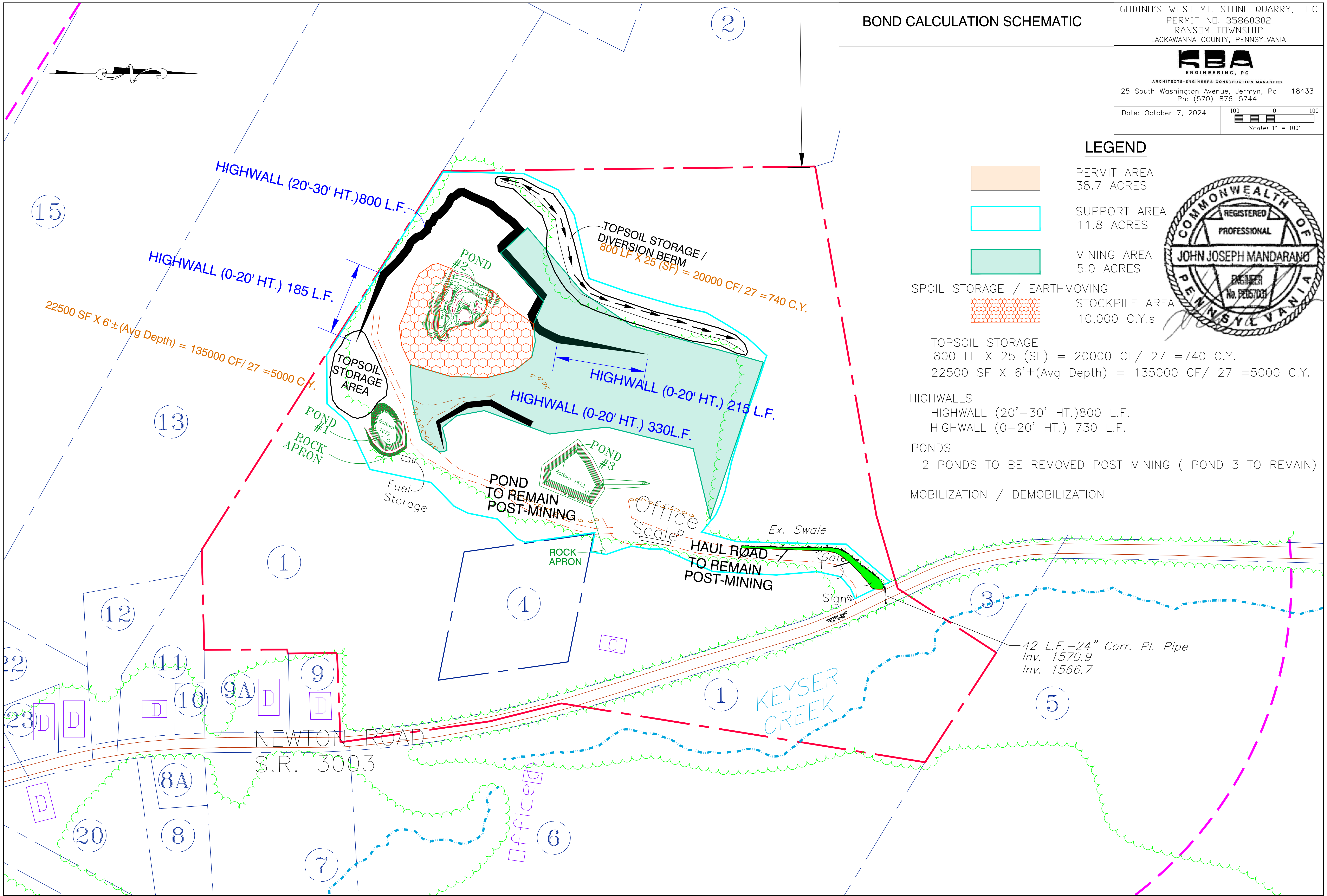
GODDINO'S WEST MT. STONE QUARRY, LLC
PERMIT NO. 35860302
RANSOM TOWNSHIP
LACKAWANNA COUNTY, PENNSYLVANIA



25 South Washington Avenue, Jermyn, Pa 18433
Ph: (570)-876-5744

Date: October 7, 2024





BOND CALCULATION SCHEMATIC

GODINO'S WEST MT. STONE QUARRY, LLC
PERMIT NO. 35860302
RANSOM TOWNSHIP
LACKAWANNA COUNTY, PENNSYLVANIA

RBA
ENGINEERING, P.C.
ARCHITECTS-ENGINEERS-CONSTRUCTION MANAGERS
25 South Washington Avenue, Jermyn, Pa 18433
Ph: (570)-876-5744

Date: October 7, 2024

100000

0100

Scale: 1" = 100'

LEGEND

- PERMIT AREA
38.7 ACRES
- SUPPORT AREA
11.8 ACRES
- MINING AREA
5.0 ACRES
- SPOIL STORAGE / EARTHMOVING
STOCKPILE AREA
10,000 C.Y.s
- TOPSOIL STORAGE
800 LF X 25 (SF) = 20000 CF/ 27 =740 C.Y.
22500 SF X 6'±(Avg Depth) = 135000 CF/ 27 =5000 C.Y.
- HIGHWALLS
HIGHWALL (20'-30' HT.)800 L.F.
HIGHWALL (0-20' HT.) 730 L.F.
- PONDS
2 PONDS TO BE REMOVED POST MINING (POND 3 TO REMAIN)
- MOBILIZATION / DEMOBILIZATION



Module 5: Property Interests/Right of Entry

Instructions: Provide the following information on an 8 1/2" x 11" sheet of paper. Attach the page(s) to this module and identify as Exhibit 5: Property Interests/Right of Entry. Identify the module number and letter (e.g 5.1c) on the attached page(s). Each owner name listed in this module must be exactly the same as the name is identified on the maps and other documents.

- 5.1 Permit Area. [§77.163]** For each parcel of land within the permit area provide the following information: (identify each parcel and key to maps.)
- a) the names and addresses of every legal or equitable owner of record; the holders of record of any leasehold interest; and any purchaser of record under a real estate contract of the surface property to be affected by surface operations and facilities and of the mineral to be mined;
 - b) the documents on which the applicant bases the legal right to enter and commence noncoal mining activities and whether that right is subject of pending court litigation; and
 - c) a Consent of Landowner Form "Supplemental C" Form 5600-FM-MR0050 when applicable (indicate whether the Form is contained in this application or will be submitted with successive bonding phases – if Consent of Landowner is not applicable, indicate reasons.)
- 5.2 Contiguous Area. [§77.410(a)(1)]** For each parcel of land contiguous to the permit area provide the names of the owners of record of the surface. (Identify each parcel and key to maps.)
- 5.3 Adjacent Area. [§ 77.410(a)(3)]** For each parcel of land within 1,000 feet of the permit area provide the name of the owner of record of the surface property. (Identify each parcel and key to maps.)

Exhibit 5/Module 5: Property Interests/Rights of Entry

5.1 Permit Area

- a. Godino's West Mountain Stone Quarry, LLC DBA Godino's West Mountain Stone Quarry
703 Newton Road, Scranton, PA 18504
- b. Deed
- c. N/A

5.2. Contiguous Area: Parcels of land contiguous to the permit area. See Exhibit/Module 6 & 18

Map Key No.	Name	Address	Parcel/Tax Number
2	Forest Lands LLC	1835 Sherwood Road Allentown, PA 18103	13301020010
3	Joseph Godino	703 Newton Road	12203010015
4	Scranton Materials LLC	PO Box 127 Meshoppen, PA 18630	13302020002
5	Scranton Materials LLC	PO Box 127 Meshoppen, PA 18630	13302020002
5A	Jim Williams, Jr.	2202 Kelly Avenue Scranton, PA 18508	12204020003
6	Scranton Materials LLC	PO Box 127 Meshoppen, PA 18630	13302020002
9	Kenneth D. Cruser	817 Newton Road Scranton, PA 18504	13302010005
9A	William D & Eleanor Cruser	815 Newton Road Scranton, PA 18504	13302010007
10 & 11	Antonio & Giovanna Fiorillo	813 Newton Road Scranton, PA 18504	13302010009 13302010008
13	Joseph Godino	703 Newton Road Scranton, PA 18504	13302020001

Exhibit 5/Module 5: Property Interests/Rights of Entry

5.3. Adjacent Areas.

Owner's of property not adjacent to but within 1000 feet of the permit boundary of the permit area:

Map Key No.	Name	Address	Parcel/Tax Number
7	Kenneth D. Cruser	817 Newton Road Scranton, PA 18504	13302020003
8 & 20	Nicholas Symons	808 Newton Road	13302010010
8A	Evan & Redfield, LLC	810 Newton Road Scranton, PA 18504	13302020006
12	Richard Walters	811 Newton Road Scranton, PA 18504	13302020004
14	James & Mary Igoe	805 Newton Road Scranton, PA 18504	13302010014
16	Stewart S., Jr. & Kris M. Mitchell	770 Newton Road Scranton, PA 18504	13302030011
15	Susan J & Wayne L Ayers	803 Newton Road Scranton, PA 18504	13302010015
17	Stewart S., Jr. & Kris M. Mitchell	770 Newton Road Scranton, PA 18504	13302030011
18	PPL Real Estate Taxes	2 N 9 th Street GENTWZ Allentown, PA 18101	13302030014
19	TTJ Harris Real Estate, LLC	770 Newton Road Scranton, PA 18504	13301020006
21	Guy Paone	1516 Farr Street Scranton, PA 18504	13302010016
22	David A. Kopko	807 Newton Road Ransom Twp., PA 18411	13302010012
23	James & Mary Igoe	805 Newton Road Ransom Twp., PA 18411	13302010013

NOTICE OF INTENT (NOI) FOR COVERAGE UNDER THE NPDES GENERAL PERMIT (BMP GP-104) FOR STORMWATER DISCHARGES ASSOCIATED WITH MINING ACTIVITIES

<i>Please answer all questions completely. Refer to the instructions that come with this form.</i>				
Application Type: <input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal <input checked="" type="checkbox"/> Modification				
Associated Permit/Authorization No.: PAM118010				
SECTION A. APPLICANT INFORMATION				
A1. Operator/Permittee: Godinos West Mountain Stone Quarry, LLC			A2. Mining License No.: 37869	
A3. Email Address: godinostone@yahoo.com			A4. Phone: (570) 342-4340	
A5. Mailing Address:		City:	State:	ZIP + 4:
703 Newton Road		Scranton	PA	18504
SECTION B. PROJECT INFORMATION				
B1. Operation Name: Godinos West Mountain Stone Quarry				
B2. Operation Type: <input type="checkbox"/> Coal <input checked="" type="checkbox"/> Noncoal <i>Choose coal/noncoal</i> <input type="checkbox"/> Surface Mine <input type="checkbox"/> Surface Mine <input type="checkbox"/> GP-105 (Bluestone) <i>and appropriate</i> <input type="checkbox"/> Deep Mine (surface effects) <input type="checkbox"/> GP-103 (Short Term Construction) <i>authorization type</i> <input type="checkbox"/> GFCC <input type="checkbox"/> Exploration <input type="checkbox"/> GP-106 (Forfeited) <input type="checkbox"/> Exploration				
B3. Total Affected Area for stormwater coverage (Acres): <u>16.8</u> <i>Include associated haul roads. Note: This acreage may be greater than the acres for an associated mining permit.</i>				
B4. Estimated Timeframe: Start (or permit issuance) Date: <u>4-8-2024</u> End (or permit expiration) Date: <u>4-2029</u>				
SECTION C. SITE INFORMATION				
C1. Operation Location or Physical Address:				
840 Newton Road				
County	Municipality	City	Boro	Twp
Lackawanna	Ransom	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C2. Latitude: <u>41°</u> / <u>26'</u> / <u>32"</u> Longitude: <u>75°</u> / <u>42'</u> / <u>25"</u> Collection Method: <input type="checkbox"/> EMAP <input type="checkbox"/> GPS Device <input type="checkbox"/> Printed Map <input type="checkbox"/> Other: _____ Check the horizontal reference datum (or projection datum) employed in the collection method. <input type="checkbox"/> NAD27 (topo maps) <input type="checkbox"/> NAD83 (Emap) <input checked="" type="checkbox"/> WGS84 (GEO84) (most GPS units)				
C3. Map View of Area				
<input checked="" type="checkbox"/> Attach a copy of a map or aerial photo with an outline of the affected area associated with the mining activity.				
C4. Existing (or Premining) and Previous Uses of the Land Proposed for mining activity				
Existing Land Uses: <input type="checkbox"/> Agriculture <input type="checkbox"/> Forest/Woodland <input type="checkbox"/> Barren <input checked="" type="checkbox"/> Mining <input type="checkbox"/> Brownfield <input type="checkbox"/> Other Description: _____				
Proposed Post Mining Land Use: <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Forest/Woodland <input type="checkbox"/> Wildlife Habitat <input type="checkbox"/> Commercial/Residential <input type="checkbox"/> Other Description: _____				
<input type="checkbox"/> Additional Explanation for this Section is Attached.				

SECTION D. EROSION AND SEDIMENTATION PLAN

D1. Receiving Stream/Watershed Name: Keyser Creek/Lackawanna River
TMDL watershed? ☐ No ☒ Yes – impaired for Metal-pH - Lackawanna River

D2. Chapter 93 Receiving Water Designated Use: CWF-MF
D3. Existing Stream Use (if different from the Designated use): _____
NOTE: If use is 'HQ' or 'EV', this General Permit form cannot be used.

D4. During mining, stormwater will discharge to: (choose all that apply)
☒ Waters of the Commonwealth (Indicate which: ☒ Surface Stream ☒ Groundwater – infiltration)
☒ Municipal or Private Storm Sewer -- Provide name of Storm Sewer Operator: PennDOT ditch - Not MS4 per PennDOT
☒ No Discharge -- Containment
☐ Other (Including off-site discharges) -- Attach documentation to support a legal right to discharge. _____

D5. Best Management Practices (BMPs): Check all that are to be utilized at this mining site.

	BMP		BMP
<input checked="" type="checkbox"/>	Sediment basins/traps with discharge outlet	<input type="checkbox"/>	Bio-infiltration areas
<input type="checkbox"/>	Constructed wetlands	<input type="checkbox"/>	Vegetated swales / Stabilized channels
<input checked="" type="checkbox"/>	Retention/containment basins	<input type="checkbox"/>	Constructed filters/ filter bags
<input checked="" type="checkbox"/>	Detention basin/pit sump	<input type="checkbox"/>	Stabilized site entrances
<input type="checkbox"/>	Non-discharging sedimentation traps	<input type="checkbox"/>	Wheel washes
<input type="checkbox"/>	Sediment fore bay	<input checked="" type="checkbox"/>	Limiting disturbed area with concurrent reclamation
<input checked="" type="checkbox"/>	Infiltration measures	<input type="checkbox"/>	Oil/grit separators
<input type="checkbox"/>	Protect Sensitive & Special Value Features	<input type="checkbox"/>	Street sweeping
<input checked="" type="checkbox"/>	Protect/ Conserve/ Enhance Riparian areas	<input type="checkbox"/>	Runoff capture/Reuse
<input type="checkbox"/>	Restoration: Buffers/ Landscape/ Floodplain	<input type="checkbox"/>	Temporary sediment controls (silt fence/silt-sok)
<input checked="" type="checkbox"/>	Top of slope berms	<input checked="" type="checkbox"/>	Top of slope diversions
<input type="checkbox"/>	Rock inlets for basins	<input type="checkbox"/>	Other: _____
<input type="checkbox"/>	Erosion control blankets/textiles	<input type="checkbox"/>	Other: _____

D6. E & S Plan:

An E & S plan must be included as part of the associated mining authorization information (listed in Section B) or included in this NOI. The plan must provide a brief narrative describing the use of proposed BMPs and their performance to manage E & S for the project. If E & S BMPs to be implemented do not follow the guidelines referenced in the PA Erosion and Sediment Pollution Control Program Manual (TGD # 363-2134-008) or the Engineering Manual for Mining Operations (TGD # 563-0300-101), provide documentation to demonstrate performance equivalent to, or better than, the BMPs in the Manuals.

Check one:

- ☒ E & S plan meeting the above criteria is contained within the information associated with the mining authorization listed in item #2 and Section B. of this NOI.
☐ E & S information including a complete description of the implementation of BMPs is included with this NOI.

D7. Nondischarging BMPs:

Explain how BMPs that collect or contain water for infiltration will function when the ground is frozen.

D8. Reclamation and BMPs:

Check here if any of the above checked BMPs will be left (with landowner's permission) after final bond release. ☐

If checked, supply details, signed documentation by landowner and justification in the reclamation plan with the mining permit application.

This site must be designed and plans implemented, such that, upon reclamation, will there be no net increase in surface stormwater runoff compared to the original land use (premining). Check this box to confirm this statement. ☐

D9. Minimizing Exposure:

Explain the procedures that will be used to minimize the exposure of manufacturing, processing, and material storage areas (including loading and unloading, storage, disposal, cleaning, maintenance, and fueling operations) to rain, snow, snowmelt, and runoff in order to minimize pollutants. Suggestions are to provide storm resistant covering or enclosures for machinery, portable machinery that is removed during storm events, and use of grading, or berms to prevent runoff of contaminated flows and divert run-off away from these areas.

Topsoil diversion berm to divert clean runoff from disturbed areas, equipment is staged at office scale area (graded to divert runoff).

SECTION E. DISCHARGE INFORMATION

E1. Are discharges/outfalls proposed for this site?

- ☐ Yes. Complete sections E2. and E3 below.
- ☐ No. This is a non-discharge permit where all stormwater associated with mining activities will not leave the site and will be managed with BMPs as described in Section D.

E2. Discharge points.

Identify each point of discharge, the receiving stream and the corresponding latitude and longitude. Discharge points must be shown on a map submitted with this form or as part of the mining permit/authorization. The labeling of discharge points must correspond with the labels used on the exhibit maps submitted in support of the mining permit/authorization.

Discharge Point (e.g. SP 01, SP 02 etc.)	Source of Discharge (i.e., sedimentation pond, (SP) etc.)	Description of Discharge		Name of Receiving Stream	Latitude	Longitude
		Average Rate (mgd)	Frequency of Discharge			
					o ' "	o ' "
					o ' "	o ' "
					o ' "	o ' "
					o ' "	o ' "

Non-discharging sedimentation traps, if noted as a BMP in item #D5, are not discharge points and should not be included here.

Latitude/Longitude Collection Method: ☐ EMAP ☐ GPS ☐ Printed Map ☐ Other: _____

Check the horizontal reference datum (or projection datum) employed in the collection method:

☐ NAD27 (topo maps) ☐ NAD83 (Emap) ☐ WGS84 (GEO84) (most GPS units)

E3. Evaluation of Thermal Impacts.

Describe how thermal impacts were evaluated and, if necessary, how they will be mitigated, in accordance with 25 PA. Code Chapter 93:

Thermal impacts are expected from runoff over open quarried areas. Discharge of runoff is to existing forested buffer areas before water reaches an existing ditch. Infiltration is expected as runoff flows through the forested area as well as cooling from the shade provided by the thick forest canopy.

SECTION F. CERTIFICATIONS

The information on the NPDES form must be certified correct by one of the following, as applicable.

- a) In the case of corporations, by principal executive officer of at least the level of vice president, or his duly authorized representative, if such representative is responsible for the overall operation of the facility from which the discharge described in the NPDES form originates.
- b) In the case of a partnership, by a general partner.
- c) In the case of a sole proprietorship, by the proprietor.
- d) In the case of a municipal, state or other public facility, by either a principal executive officer, ranking elected official, or other duly authorized employee.

F1. Applicant Affidavit:

I certify under penalty of law that this application and all related attachments were prepared by me or under my direction or supervision. Based on my own knowledge and on inquiry of the person or persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I verify that the activity is eligible to participate in the NPDES permit, and that the BMPs, E & S Plan, and other plans and controls described are being or will be, implemented to ensure that water quality standards and effluent limits are attained. Furthermore, I agree to accept all conditions and limitations imposed by the associated general permit. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment or both for knowing violations pursuant to Section 309(c)(4) of the Clean Water Act and, 18 Pa. C.S. §§4903-4904.

Joseph Godino
Print Name and Title of Person Signing

(570) 342-4340
Telephone Number

Signature of Applicant

Date Signed

Sworn and Subscribed to Before Me This

Day of

(month)

(year)

Notary Public

Title and Seal

Address

F2. Preparator Certification (For P.E., P.G. or P.L.S.):

I do hereby certify to the best of my knowledge, information and belief, that the submitted information is true and correct, represents actual field conditions and are in accordance with the appropriate Chapters of the Department's rules and regulations. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Signature

John J. Mandarano, P.E.
Print Name and Title

8-23-2024
Date Signed

KBA Engineering, P.C.

Company

25 S. Washington Avenue
Address

Jermyn, PA 18433

(570) 876-5744

City, State, Zip

Phone

Professional Seal

SECTION F. CERTIFICATIONS

The information on the NPDES form must be certified correct by one of the following, as applicable.

- a) In the case of corporations, by principal executive officer of at least the level of vice president, or his duly authorized representative, if such representative is responsible for the overall operation of the facility from which the discharge described in the NPDES form originates.
- b) In the case of a partnership, by a general partner.
- c) In the case of a sole proprietorship, by the proprietor.
- d) In the case of a municipal, state or other public facility, by either a principal executive officer, ranking elected official, or other duly authorized employee.

F1. Applicant Affidavit:

I certify under penalty of law that this application and all related attachments were prepared by me or under my direction or supervision. Based on my own knowledge and on inquiry of the person or persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I verify that the activity is eligible to participate in the NPDES permit, and that the BMPs, E & S Plan, and other plans and controls described are being or will be, implemented to ensure that water quality standards and effluent limits are attained. Furthermore, I agree to accept all conditions and limitations imposed by the associated general permit. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment or both for knowing violations pursuant to Section 309(c)(4) of the Clean Water Act and, 18 Pa. C.S. §§4903-4904.

Joseph Godino
Print Name and Title of Person Signing

(570) 342-4340
Telephone Number

Joseph Godino
Signature of Applicant

8-26-2024
Date Signed

Sworn and Subscribed to Before Me This

26 Day of August 2024
(month) (year)

Jason R. Jolley
Notary Public

Notary Public

Title and Seal

Commonwealth of Pennsylvania - Notary Seal
Jason R. Jolley, Notary Public
Lackawanna County
My commission expires June 18, 2025
Commission number 1277370
Member, Pennsylvania Association of Notaries

Address

F2. Preparator Certification (For P.E., P.G. or P.L.S.):

I do hereby certify to the best of my knowledge, information and belief, that the submitted information is true and correct, represents actual field conditions and are in accordance with the appropriate Chapters of the Department's rules and regulations. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Signature

John J. Mandarano, P.E.
Print Name and Title

8-23-2024
Date Signed

KBA Engineering, P.C.

Company

25 S. Washington Avenue

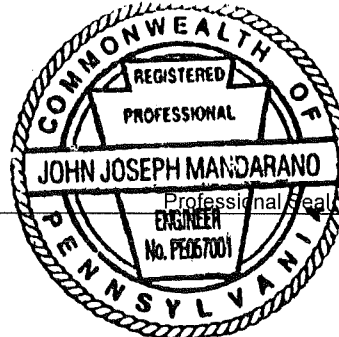
Address

Jermyn, PA 18433

(570) 876-5744

City, State, Zip

Phone



SECTION G. PREPAREDNESS, PREVENTION AND CONTINGENCY (PPC) PLAN

Please complete and attach the E-TEMPLATE PREPAREDNESS, PREVENTION AND CONTINGENCY (PPC) PLAN (5600-PM-BMP0434).

This form is available on the DEP's elibrary: <http://www.depgreenport.state.pa.us/elibrary/> > Permits and Authorization Packages > Mining Programs

This completed form constitutes the PPC plan. Along with an approved erosion and sedimentation control plan and reclamation plan as well as additional information supplied in the mining activity request, this PPC plan comprises the Stormwater Pollution Prevention Plan.

E-TEMPLATE

PREPAREDNESS, PREVENTION AND CONTINGENCY (PPC) PLAN

August 2023

This completed form constitutes the PPC plan. Along with an approved erosion and sedimentation control plan and reclamation plan as well as additional information supplied in the mining activity request, this PPC plan comprises the Stormwater Pollution Prevention Plan.

- ☐ Option: If the permittee has a separate, comprehensive PPC plan located on the site, check this box and sign below to confirm that this document is available upon request.

1. Facility Contact				
This person is the designated contact for the mining facility:				
Name: <u>Joseph Godino</u>		Title: <u>Member</u>		
Address: <u>703 Newton Road Scranton, PA 18504</u>				
Phone: (24-hr emergency) <u>570-466-1338</u>		Email: <u>godinostone@yahoo.com</u>		
2. PPC Team				
List PPC team members (names and title) who will undertake and oversee the control measures in this plan and make necessary corrective actions:				
1. <u>Joseph Godino</u>		2. <u>Member</u>		
3. _____		4. _____		
Potential Pollutant Sources and Control				
3. Inventory				
List all chemicals , petroleum products, solvents, paint, acids, water treatment products, fertilizer, antifreeze, ice melt/salt, etc. that are to be used and stored on site. If more space is needed, please submit table on a separate page labeled "3: Inventory"				
Chemical and trade name	Location	Quantity	Storage Management (letter key)*	Coal sites only AST Inventoried?
Diesel Fuel	Tank	500 Gal	A	<input type="checkbox"/>
Rock Salt	Shed	50 lbs	D	<input type="checkbox"/>
Antifreeze	Shed	5 Gal.	D	<input type="checkbox"/>
Engine Oil	Shed	5 Gal.	D	<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
* Key to Storage Management: A. Closed, sturdy containers C. Secured Tarps E. Other B. Open-sided covered D. Sheds/buildings/trailers				
4. History of site				
a. Within three years prior to this being a mine site, was this site used for any industrial activity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what products (such as those listed above) were used, stored and/or disposed of at this site? _____				
b. Have leaks or spills occurred at this site in the past three years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide details of the event. _____				
c. An authorized individual must evaluate the site for nonauthorized discharges such as leaking pipelines, drains, hoses and any other non-stormwater discharges. Date of evaluation: _____ Person who did evaluation: _____				

5. Potential Pollution Locations

Identify locations that have potential for spills or leaks at this site:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Excavation area | <input checked="" type="checkbox"/> Vehicle refueling, maintenance or washing area |
| <input checked="" type="checkbox"/> Stockpile area | <input type="checkbox"/> Equipment storage and maintenance area |
| <input checked="" type="checkbox"/> Product storage area | <input type="checkbox"/> Chemical preparation area |
| <input checked="" type="checkbox"/> Haul roads | <input type="checkbox"/> Treatment system setup |
| <input type="checkbox"/> Other(s) (list): _____ | |

6. Pollution Control

The operator or designated representative agrees to the following (check each):

- ☒ 1. Maintain regular pickup and disposal of waste materials
- ☒ 2. Undertake daily inspection of site for leaks and spills.
- ☒ 3. Ensure that chemical containers and supplies are properly and promptly stored after use.
- ☒ 4. Maintain equipment so that spills/leaks are avoided.
- ☒ 5. Undertake practices to keep control measures operational.
- ☒ 6. Take corrective actions to prevent and/or contain leaks and spills.
- ☒ 7. Ensure products are stored in appropriate containers that are clearly labeled.
- ☒ 8. Locate materials storage areas away from vehicle high-traffic areas.
- ☒ 9. Control garbage onsite to prevent dispersion by water or wind.

The above items are included as part of this PPC.

7. Emergency Procedures and Training

The operator or designated representative confirms the following (check each):

- ☒ 1. The operator has in place a procedure for stopping, containing and cleaning up spills, leaks or other releases.
- ☒ 2. The operator agrees to train all on-site working personnel in the procedures listed in this PPC.
- ☒ 3. The operator has a procedure for notifying appropriate facility personnel, emergency response and regulatory agencies (including the District Mining Office) in the event of a spill, leak or release. *

* Attach this notification list. List is attached. ☒

The above items are included as part of this PPC.

Inspections**8. Inactivity**

- a. Will this site be seasonally inactive? ☐ Yes ☒ No

If yes, provide time period of inactivity: _____

If yes, complete item b.

- b. Please confirm the following by checking the *appropriate* box(es):

- ☐ Sites will be secured, and access limited to prevent dumping and vandalism during shutdown. Chemicals will be removed from the site during shutdown.
- ☐ Chemicals will be secured in locked structures during shutdown.

9. Self-inspection and plan updates

The operator agrees to the following (check the box):

- ☒ 1. Undertake yearly, documented, self-inspections to ensure the PPC is up to date and all BMPs are working.
- ☒ 2. Retain the written self-inspection report for at least one year.
- ☒ 3. Update this PPC as necessary and upon renewal of the NPDES permit.

The above items are included as part of this PPC.

Affidavit

I certify under penalty of law that this PPC document and any attachments related to it were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. The information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name: Joseph GodinoTitle: Member

Signature: _____

Date: _____

Emergency Notification Procedures Environmental Emergency Plan

Instructions: Please complete and display in a prominent location onsite.

Company Name Godino's West Mountain Stone Quarry, LLC: Operation Name Godino's West Mountain Stone Quarry, LLC

Company representative: **Name and company Joseph Godino, Godino's West Mountain Stone Quarry, LLC : (phone number) (570) 466-1338**

In case of emergency where safety is at risk, immediately dial
911

For cases where individuals' safety is **not** at immediate risk, please call the following 3 agencies

(Local fire company) Newton Ransom Fire Company : (phone number) 570-587-2526

(County) Lackawanna County Office of Emergency Management : (phone number) 570-963-6700

(Local DMO) Pottsville District Mining Office (PADEP) : (phone number) 570-621-3118

If **any** of the 3 conditions below are encountered, immediately contact PA DEP **(Regional office) Northeast Regional Office at (phone number) 570-826-2511**

If it is an emergency

DEP EMERGENCY RESPONSE: 1-800-541-2050

1. **Discharge of pollutant:** The Pennsylvania Clean Streams Law regulations require that when any pollutant is discharged into surface or groundwater, including sewers, drains and ditches, the person spilling the substance or the person owning the premises from which the substance is spilled must notify the Department immediately.
2. **Spill of hazardous waste:** The Solid Waste Act requires the generator or the transporter to notify the Department immediately if there is a spill of a hazardous waste which affects surface water or groundwater regardless of amount. If there is no effect on water, quantities spilled in excess of a reportable quantity (RQ) must be reported. While the state RQs are fairly complex, it is a conservative assumption to say that all spills of hazardous wastes above five gallons must be reported.
3. **Storage tank release:** The Pennsylvania Storage Tank Act requires releases from underground and aboveground storage tanks be reported to the Department by the owner/operator.

DATE PRINTED/REVISED: _____

E-TEMPLATE

PREPAREDNESS, PREVENTION AND CONTINGENCY (PPC) PLAN

August 2023

This completed form constitutes the PPC plan. Along with an approved erosion and sedimentation control plan and reclamation plan as well as additional information supplied in the mining activity request, this PPC plan comprises the Stormwater Pollution Prevention Plan.

☐ Option: If the permittee has a separate, comprehensive PPC plan located on the site, check this box and sign below to confirm that this document is available upon request.

1. Facility Contact

This person is the designated contact for the mining facility:

Name: Joseph Godino Title: Member

Address: 703 Newton Road Scranton, PA 18504

Phone: (24-hr emergency) 570-466-1338 Email: godinostone@yahoo.com

2. PPC Team

List PPC team members (names and title) who will undertake and oversee the control measures in this plan and make necessary corrective actions:

1. Joseph Godino 2. Member
 3. _____ 4. _____

Potential Pollutant Sources and Control

3. Inventory

List **all chemicals**, petroleum products, solvents, paint, acids, water treatment products, fertilizer, antifreeze, ice melt/salt, etc. that are to be used and stored on site. If more space is needed, please submit table on a separate page labeled "3: Inventory"

Chemical and trade name	Location	Quantity	Storage Management (letter key)*	Coal sites only AST Inventoried?
Diesel Fuel	Tank	500 Gal	A	<input type="checkbox"/>
Rock Salt	Shed	50 lbs	D	<input type="checkbox"/>
Antifreeze	Shed	5 Gal.	D	<input type="checkbox"/>
Engine Oil	Shed	5 Gal.	D	<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

* Key to Storage Management: A. Closed, sturdy containers C. Secured Tarps E. Other
 B. Open-sided covered D. Sheds/buildings/trailers

4. History of site

a. Within three years prior to this being a mine site, was this site used for any industrial activity? ☐ Yes ☒ No
 If yes, what products (such as those listed above) were used, stored and/or disposed of at this site?

b. Have leaks or spills occurred at this site in the past three years? ☐ Yes ☒ No
 If yes, provide details of the event.

c. An authorized individual must evaluate the site for nonauthorized discharges such as leaking pipelines, drains, hoses and any other non-stormwater discharges.

Date of evaluation: _____ Person who did evaluation: _____

5. Potential Pollution Locations

Identify locations that have potential for spills or leaks at this site:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Excavation area | <input checked="" type="checkbox"/> Vehicle refueling, maintenance or washing area |
| <input checked="" type="checkbox"/> Stockpile area | <input type="checkbox"/> Equipment storage and maintenance area |
| <input checked="" type="checkbox"/> Product storage area | <input type="checkbox"/> Chemical preparation area |
| <input checked="" type="checkbox"/> Haul roads | <input type="checkbox"/> Treatment system setup |
| <input type="checkbox"/> Other(s) (list): _____ | |

6. Pollution Control

The operator or designated representative agrees to the following (check each):

- ☒ 1. Maintain regular pickup and disposal of waste materials
- ☒ 2. Undertake daily inspection of site for leaks and spills.
- ☒ 3. Ensure that chemical containers and supplies are properly and promptly stored after use.
- ☒ 4. Maintain equipment so that spills/leaks are avoided.
- ☒ 5. Undertake practices to keep control measures operational.
- ☒ 6. Take corrective actions to prevent and/or contain leaks and spills.
- ☒ 7. Ensure products are stored in appropriate containers that are clearly labeled.
- ☒ 8. Locate materials storage areas away from vehicle high-traffic areas.
- ☒ 9. Control garbage onsite to prevent dispersion by water or wind.

The above items are included as part of this PPC.

7. Emergency Procedures and Training

The operator or designated representative confirms the following (check each):

- ☒ 1. The operator has in place a procedure for stopping, containing and cleaning up spills, leaks or other releases.
- ☒ 2. The operator agrees to train all on-site working personnel in the procedures listed in this PPC.
- ☒ 3. The operator has a procedure for notifying appropriate facility personnel, emergency response and regulatory agencies (including the District Mining Office) in the event of a spill, leak or release. *

* Attach this notification list. List is attached. ☒

The above items are included as part of this PPC.

Inspections**8. Inactivity**

- a. Will this site be seasonally inactive? ☐ Yes ☒ No

If yes, provide time period of inactivity: _____

If yes, complete item b.

- b. Please confirm the following by checking the *appropriate* box(es):

- ☐ Sites will be secured, and access limited to prevent dumping and vandalism during shutdown. Chemicals will be removed from the site during shutdown.
- ☐ Chemicals will be secured in locked structures during shutdown.

9. Self-inspection and plan updates

The operator agrees to the following (check the box):

- ☒ 1. Undertake yearly, documented, self-inspections to ensure the PPC is up to date and all BMPs are working.
- ☒ 2. Retain the written self-inspection report for at least one year.
- ☒ 3. Update this PPC as necessary and upon renewal of the NPDES permit.

The above items are included as part of this PPC.

Affidavit

I certify under penalty of law that this PPC document and any attachments related to it were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. The information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name: Joseph Godino **Title:** Member

Signature: _____

Date: _____

Emergency Notification Procedures Environmental Emergency Plan

Instructions: Please complete and display in a prominent location onsite.

Company Name Godino's West Mountain Stone Quarry, LLC: Operation Name Godino's West Mountain Stone Quarry, LLC

Company representative: **Name and company Joseph Godino, Godino's West Mountain Stone Quarry, LLC : (phone number) (570) 466-1338**

In case of emergency where safety is at risk, immediately dial

911

For cases where individuals' safety is **not** at immediate risk, please call the following 3 agencies

(Local fire company) Newton Ransom Fire Company : (phone number) 570-587-2526

(County) Lackawanna County Office of Emergency Management : (phone number) 570-963-6700

(Local DMO) Pottsville District Mining Office (PADEP) : (phone number) 570-621-3118

If **any** of the 3 conditions below are encountered, immediately contact **PA DEP (Regional office) Northeast Regional Office at (phone number) 570-826-2511**

If it is an emergency

DEP EMERGENCY RESPONSE: 1-800-541-2050

1. **Discharge of pollutant:** The Pennsylvania Clean Streams Law regulations require that when any pollutant is discharged into surface or groundwater, including sewers, drains and ditches, the person spilling the substance or the person owning the premises from which the substance is spilled must notify the Department immediately.
2. **Spill of hazardous waste:** The Solid Waste Act requires the generator or the transporter to notify the Department immediately if there is a spill of a hazardous waste which affects surface water or groundwater regardless of amount. If there is no effect on water, quantities spilled in excess of a reportable quantity (RQ) must be reported. While the state RQs are fairly complex, it is a conservative assumption to say that all spills of hazardous wastes above five gallons must be reported.
3. **Storage tank release:** The Pennsylvania Storage Tank Act requires releases from underground and aboveground storage tanks be reported to the Department by the owner/operator.

DATE PRINTED/REVISED: _____



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF MINING PROGRAMS

**BONDING INCREMENT APPLICATION AND
AUTHORIZATION TO CONDUCT
NONCOAL MINING ACTIVITIES**

DEP Use Only	
No.	_____
Bond No.	_____
Filing Fee	
Amount	_____
Date Received	_____

Instructions

No portion of the permit area shall be affected by noncoal mining activities unless the operator has provided a bond to the Department and the Department has approved the bond and issued a written authorization to affect such area.

Submit the original of this application and two copies. The affidavit (Part F) must be properly signed and executed.

Include proper bond endorsement documents for the type of bond being used.

Part A GENERAL

Applicant	<u>Godinos West Mountain Stone Quarry, LLC</u>	Mine Drainage Permit No or	
Address	<u>703 Newton Road</u>	Surface Mining Permit No.	<u>35860302</u>
	<u>Scranton, PA 18504</u>	Operation Name	<u>Godinos West Mountain Stone Quarry, LLC</u>
Telephone	<u>(570) 342-4340</u>	Municipality	<u>Ransom</u>
		County	<u>Lackawanna</u>

Name of Landowner	Municipality	County	Acres to be Affected
<u>Godinos West Mountain Stone Quarry, LLC</u>	<u>Ransom</u>	<u>Lackawanna</u>	<u>16.8</u>
_____	_____	_____	_____
_____	_____	_____	_____

Part B Consent of Landowner Form (check applicable)

- ☒ The Consent of Landowner Form is attached and it has been recorded with the Recorder of Deeds.
- ☐ The Consent of Landowner Form was filed with Bonding Increment and Mining Authorization No. _____ and it has been recorded with the Recorder of Deeds.
- ☐ Not filing Consent of Landowner Form because lease was in existence prior to January 1, 1972. Operator must provide 1) a true and correct copy of the lease; 2) execute a Consent of Landowner Form as Lessee; and 3) provide a Chain of Title for the Lease. The lease, Consent of Landowner Form, and Chain of Title have been recorded with the Recorder of Deeds.

Part C Map

Attach a copy of Exhibit 9. Operations Map indicating each area where mining authorization has been granted, and the area where this bonding increment approval and mining authorization is being requested.

Part D Additional Information

- Are you revising your erosion and sediment control plan? ☐ Yes ☒ No
If yes, briefly describe the revisions and complete the appropriate modules and submit with this application
- Briefly describe any proposed revisions to the surface mining permit. Include application modules and plans for the revision and professional certification where appropriate. If the revisions are subject to public notice or a stream or road variance is being requested, the proof of publication must be submitted to the Department prior to any mining authorization being granted.
- Are you modifying your approved blasting plan for this bonding increment? ☐ Yes ☒ No
If yes, submit blasting plan with this request (use Module 16: Blasting Plan).

Part E BondingType of Bond ☐ Surety ☒ Collateral ☐ PILB Other (Specify) _____

Bond Amount _____

1. Bonding Calculations – Consolidated Noncoal

Is the Bond Calculation Summary (5600-FM-MR0474) for consolidated Noncoal mining operations attached?

☒ Yes ☐ No

2. Bonding Calculations – Unconsolidated Noncoal (sand & gravel, unconsolidated shale, clay, etc.)

Is the Bond Calculation Summary (5600-FM-MR0473) for unconsolidated noncoal mining operations attached?

☐ Yes ☐ No3. Bond calculation is not applicable with this submittal. ☐ Date of current bond calculation _____.**Part F Application Fee**There is a fee required under 25 PA Code Chapter 77.106 for each bonding increment application. The fee is \$450. Is the fee being submitted with the application? ☒ Yes ☐ No**Part G Affidavit**Commonwealth of Pennsylvania, County of LackawannaI, Joseph Godino being duly sworn, according to law, depose

and say that I (am the applicant) (am an officer or official of the applicant) (have the authority to make this application) and that the plans, reports and documents submitted as part of the application are true and correct to the best of my knowledge and belief. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. (cross out inapplicable portions in parenthesis)

Sworn and Subscribed to Before Me This

26 Day of August 2024
(month) (year)Joseph Godino
Signature of Applicant or Responsible OfficialJason R. Jolley
Notary PublicJoseph Godino

Name (Typed)

Notary Public

Title and Seal

703 Newton Rd. Scranton, PA 18504

Address

Address

Commonwealth of Pennsylvania - Notary Seal
 Jason R. Jolley, Notary Public
 Lackawanna County
 My commission expires June 18, 2025
 Commission number 1277370
 Member, Pennsylvania Association of Notaries

BOND CALCULATION SUMMARY-NONCOAL CONSOLIDATED

Permittee: Godino's West Mountain Stone Quarry, LLC			Date: 10-6-2024
Permit #: 35860302	Mine Name: Godino's West Mountain Stone Quarry, LLC		
Municipality: Ransom Township		County: Lackawanna	

Operation (see attached calculations)	Quantity	Units	Rate \$/Unit	Bond Amount
Mining Area (i.e. minor grading/vegetation)	5.00	Acres	3500	17,500
Support Area (revegetation)	11.80	Acres	1830	21,594
Spoil Storage/Earthmoving	10,000	Cubic yards	1.05	10,500
Highwall Blasting				
Up to 20 ft Height	730	Linear foot	10.00	7,300
>20 up to 30 Height	800	Linear foot	20.00	16,000
>30 up to 40 Height		Linear foot		
>40 up to 50 Height		Linear foot		
>50 Height		Linear foot		
Mine Sealing	N/A	Calculation		
Ponds	2	No of Ponds	3800	7,600
Demolition of Structures	Lump Sum	Calculation	N/A	
Large Tires		Each	N/A	
Other Costs				
Sub-total				80,494
Mobilization/Demobilization	Lump Sum	Calculation	4%	3220
Total Reclamation Cost				83,714