



STATE OF
COLORADO

Simmons - DNR, Leigh <leigh.simmons@state.co.us>

Roads

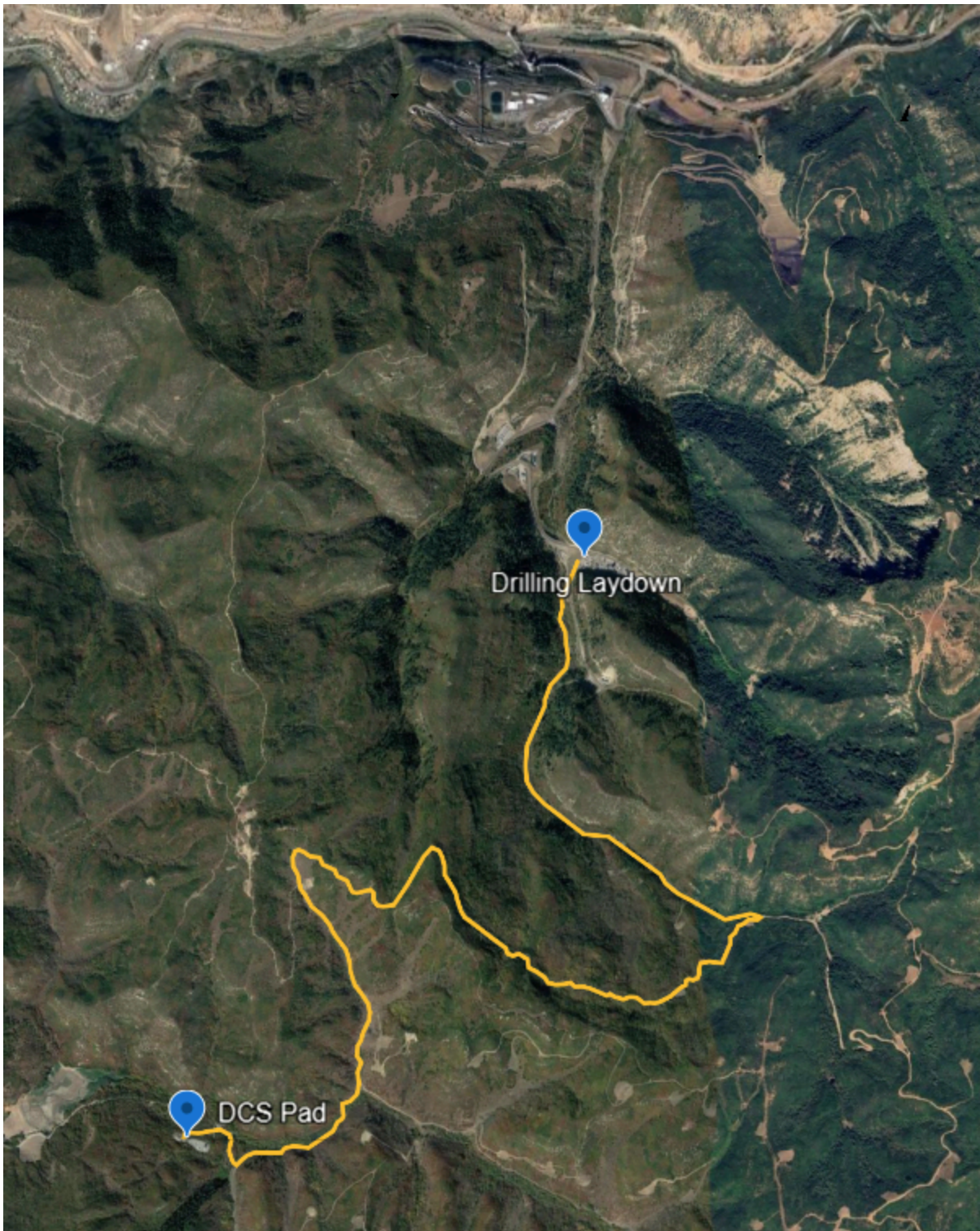
Peirce, Mark <mpeirce@archrsc.com>

Mon, Jun 3, 2024 at 3:07 PM

To: "Simmons - DNR, Leigh" <leigh.simmons@state.co.us>

Hi Leigh,

I have attached our most recent road use permit, a letter from Levi Broyles approving our activity, and the original letter sent to him. Below is a map of the route for corners to be widened. Let me know if you have any questions.



Thanks,

Mark Peirce

Mine Engineer - West Elk Mine
[5174 Highway 133, Somerset, CO 81434](#)
Office: 970-929-2204
Cell: 413-822-0128
mpeirce@archrsc.com



From: Simmons - DNR, Leigh <leigh.simmons@state.co.us>
Sent: Monday, June 3, 2024 11:34 AM
To: Peirce, Mark <mpeirce@archrsc.com>
Cc: Wilczek, Jessica A. <jwilczek@archrsc.com>
Subject: Roads

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3 attachments



2022 Final Road Use Permit exp. 2027.pdf
1246K



20240528 deer ck ltr.pdf
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20240603_CurveWideningCulvertExtApproval_signed.pdf
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**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
NON-FEDERAL COMMERCIAL ROAD USE PERMIT**

AUTHORITY:

**Section 4 and Section 6 of the National Forest Roads and Trails Act
16 U.S.C. 535 and 537**

Mountain Coal Company, LLC of 5174 Highway 133, Somerset, Colorado 81434 (the holder), is hereby granted use of the following roads or road segments and related transportation facilities (hereinafter "roads") on the Paonia Ranger District of the Gunnison National, for commercial hauling, subject to the terms and conditions of this permit:

National Forest System Roads (NFSR) used to access mining operations and methane drainage wells. The roads authorized are Forest Service Maintenance Level 2.

NFSR 710 (Minnesota Creek Road)

From Forest Boundary to Beaver Reservoir. Total = 4.16 miles.

NFSR 711 (Dry Fork Minnesota Creek Road)

From NFSR 710/NFSR 711 intersection to NFSR 711.3A (Sunset Road)/711.3B (East Flatiron Road) Intersection. Total = 8.2 miles.

NFSR 711.2A (Deer Creek Road)

From Dry Fork Road (NFSR 711) south to end at private land. Total = 1.08 miles.

NFSR 711.2B (Horse Gulch Road)

From NFSR 711 to Forest Boundary. Total = 3.15 miles.

NFSR 711.3A (Sunset Road)

From NFSR 711 south to end at Sunset Trail (UT-8164). Total = 0.78 miles.

NFSR 711.2C (Elijah Springs Road)

From NFSR 711 south to NFST #8723 Trailhead (Elijah's Park Trail). Total = 0.62 miles.

APPENDICES

- A – Annual Operating Plan
- B – Maintenance Requirements

TERMS AND CONDITIONS

I. GENERAL TERMS

A. AUTHORITY. This permit is issued pursuant to the National Forest Roads and Trails Act, 16 U.S.C. 535 and 537, and 36 CFR Part 212, Subpart A, as amended, and is subject to their provisions.

B. RESPONSIBLE OFFICIAL. The responsible official is Levi Broyles, Paonia District Ranger, or a subordinate officer with delegated authority.

C. TERM. This permit shall expire at midnight on December 31, 2027, approximately five years from the date of issuance. Expiration of this permit shall not require notice, a decision document, or any

environmental analysis or other documentation.

D. RENEWAL. This permit is not renewable. Prior to expiration of this permit, the holder may apply for a new permit that would renew the use authorized by this permit. Renewal of the use shall be at the sole discretion of the responsible official.

E. AMENDMENT. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the responsible official, this action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, directive, the applicable land management plan, or projects and activities implementing a land management plan pursuant to 36 CFR part 215.

F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements, including state traffic laws, that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

G. NON-EXCLUSIVE USE. The use authorized by this permit is not exclusive. The Forest Service reserves the right to use the roads authorized by this permit and to allow others to use them at any time. The holder shall use the roads authorized by this permit in a manner that will not unreasonably or unnecessarily interfere with their use by others, including the Forest Service. Except for any restrictions that the holder and the Forest Service agree are necessary to protect public safety and road investments, the roads authorized by this permit shall remain open to the public for all lawful purposes.

H. ASSIGNABILITY. This permit is not assignable or transferable.

II. OPERATIONS

A. ANNUAL OPERATING PLAN. The holder shall prepare and annually revise by December 31st an operating plan. The annual operating plan shall be prepared in consultation with the responsible official or the responsible official's designated representative and shall cover all operations authorized by this permit. At a minimum, the annual operating plan shall specify the date the use authorized by this permit will commence, the duration and extent of the use, the products that will be hauled, a traffic control plan per clause II.C, the names of the holder's employees, contractors, and subcontractors who will use the roads authorized by this permit on behalf of the holder, and any other information regarding the authorized use deemed necessary by the responsible official. The annual operating plan shall be submitted by the holder and approved by the responsible official or the responsible official's designated representative prior to commencement of commercial hauling under this permit and shall be attached to this permit as Appendix A. If there is any material change in the information contained in the annual operating plan, the holder shall notify the responsible official promptly in writing of the change.

B. HOLDER'S REPRESENTATIVE. The holder shall designate a representative for purposes of administration of this permit and shall notify the responsible official in writing who the holder's representative will be.

C. USE RECORDS. Every year during periods the holder is conducting commercial hauling on the roads covered by this permit, the holder shall provide scale or other records acceptable to the responsible official that document the quantity hauled, calculated in the unit of measure (e.g., thousands of board feet, tons, cubic yards, or vehicle units) used to determine payments in lieu of performance under clause III.E or the holder's investment share under section V.

D. PUBLIC SAFETY. When the holder is engaged in commercial hauling adjacent to or on National Forest System roads or National Forest System trails open to public travel, the holder shall provide users with adequate warning of hazardous conditions associated with the holder's operations. A traffic control plan for each commercial hauling project shall be approved by the responsible official in writing before commercial hauling commences. Warning devices shall be appropriate for current conditions and shall be covered or removed when not needed. Flags and other warning devices shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) and any specifications attached to this permit.

E. TRAFFIC RULES AND USE RESTRICTIONS

1. The holder and its agents, employees, and contractors shall comply with all traffic rules and use restrictions imposed by the Forest Service, including:
 - a. Road closures or use restrictions prompted by weather conditions, a fire hazard, or road construction or maintenance.
 - b. Traffic rules for safe and effective use of roads.
 - c. Regulation of the number of vehicles using a road to prevent traffic congestion.
2. Unless specified in this permit or approved in writing by the responsible official, use of motor vehicles by the holder or its agents, employees, or contractors must be in accordance with the applicable motor vehicle use map (36 CFR 261.13).
3. Temporary traffic control signs, flagging, and warning devices for road construction, operation, or maintenance conducted under this permit shall comply with Part 6 of the MUTCD.
4. The holder shall not load logs on trucks parked on a road, except to recover lost logs.
5. The holder shall not operate vehicles or equipment with cleats or other tracks that will injure the road surface.

F. REQUIREMENT TO CARRY A COPY OF THE PERMIT. Drivers of all vehicles operating under this permit shall have a copy of the first sheet of this permit in their vehicle. The copy will be presented, on request, to any Forest Service officer.

G. LOAD MARKING. Unless otherwise approved in writing by the responsible official, when hauling wood products under authority of this permit, a 6" minimum size red letter "P" shall be painted on three or more ends of logs visible from the front and on three or more ends of logs visible from the back of the load.

III. PERFORMANCE AND COST RECOVERY

A. RECONSTRUCTION REQUIRED TO ACCOMMODATE USE. The holder shall perform any road reconstruction required to accommodate the holder's use under this permit, or deposit funds sufficient to cover the cost of the reconstruction, before the holder's use commences.

B. RECONSTRUCTION SCHEDULE, PLANS, AND SPECIFICATIONS. To accommodate the authorized use, the holder shall perform the road reconstruction described in the attached schedule (Appendix B), in accordance with that schedule and the attached plans and specifications (Appendix B).

C. COMMENSURATE SHARE

1. The holder shall perform maintenance, or deposit funds sufficient to cover the cost of maintenance, commensurate with the holder's use of the roads authorized by this permit (the holder's commensurate share), measured, e.g., in thousand board feet, cubic yards, or vehicle units. The holder shall be entirely responsible for maintenance that is necessitated by the holder's use, i.e., maintenance which would not be necessary if the holder's use did not occur. The holder shall be proportionately responsible with other users of the roads authorized by this permit for maintenance not necessitated by traffic, i.e., maintenance that is necessary due to natural causes such as rain, wind, rock fall, and growth of brush. Maintenance that could be required or for which payment could be required by this clause includes, at a minimum, work addressed in section IV of this permit.
2. The initial calculation of the holder's commensurate share, including the maintenance made necessary by the authorized use and the cost of the maintenance, is shown in Appendix B. The value of the holder's commensurate share for the use authorized by this permit is covered by the holder's surety bond, provided that the rate shall be revised upward or downward on the anniversary date of this permit, based on estimated costs and anticipated use of the roads authorized under this permit. If the value of the holder's commensurate share exceeds the cost of maintenance that is performed on the roads authorized by this

permit, the difference between the value of the holder's commensurate share and the cost of the maintenance performed shall be deposited in cash, as provided in clause III.E.

D. PERFORMANCE BOND FOR ROAD MAINTENANCE. As a further guarantee of the holder's commensurate share obligation, the responsible official may require the holder to furnish a surety bond or other security.

1. As a further guarantee of compliance with the holder's commensurate share obligation, the holder shall deliver and maintain a surety bond or other acceptable security, such as cash deposited and maintained in a federal depository or negotiable securities of the United States, in the amount of \$153,000.00. The responsible official may periodically evaluate the adequacy of the bond or other security and increase or decrease the amount as appropriate. If the bond or other security becomes unsatisfactory to the responsible official, the holder shall within 30 days of demand furnish a new bond or other security issued by a surety that is solvent and satisfactory to the responsible official. If the holder fails to meet any of the requirements secured under this clause, money deposited pursuant to this clause shall be retained by the United States to the extent necessary to satisfy the obligations secured under this clause, without prejudice to any other rights and remedies of the United States.

2. The bond shall be released or other security returned 30 days after (a) the responsible official certifies that the obligations covered by the bond or other security are met and (b) the holder establishes to the satisfaction of the responsible official that all claims for labor and material for the secured obligations have been paid or released.

IV. REQUIREMENTS FOR CONDUCTING MAINTENANCE

A. IN GENERAL. When maintenance is performed, it shall be conducted in accordance with the following requirements and the requirements in Appendix B:

1. The holder shall perform maintenance on the roads authorized by this permit that is necessary to protect and repair the roadbed, road surface, and associated transportation facilities.

2. The holder shall resurface the roads authorized by this permit to the extent loss of surfacing is caused by the use authorized by this permit.

3. If other commercial haulers are operating on the roads authorized by this permit, the holder and those commercial haulers shall enter into an agreement for performance of maintenance on these roads. If conflicts arise regarding responsibility for the maintenance, commercial hauling on these roads shall cease until the conflicts are resolved.

B. SNOW REMOVAL. Snow removal shall be conducted in a manner that protects roads, ensures safe and efficient transportation of materials, and prevents erosion damage to roads, streams, and adjacent lands. The holder shall:

1. Remove snow from the entire width of the road surface, including turnouts.

2. Remove snow slides, earth slides, fallen timber, and boulders that obstruct the road surface.

3. Remove snow, ice, and debris from ditches and culverts so that the drainage system will function efficiently at all times.

4. Deposit all debris, except snow and ice, removed from the road surface and ditches at locations approved by the responsible official and away from stream channels.

5. Leave at least two inches of snow to protect the road.

6. Restore any damage resulting from snow removal in a timely manner.

7. Ensure that snow plowing is conducted in accordance with the traffic control plan required under clause II.C.

The holder shall not:

8. Undercut constructed slopes or remove gravel or other surfacing material from the road surface.
9. Leave snow berms on the road surface. Berms on the shoulder of the road shall be removed or drainage holes shall be opened and maintained. Drainage holes shall be spaced as necessary to obtain satisfactory surface drainage without discharge on erodible fills.
10. Use equipment with cleats or other tracks to plow snow without prior written approval of the responsible official.

VI. RIGHTS AND LIABILITIES

A. LEGAL EFFECT OF THE PERMIT. This permit, which is revocable and terminable, is a federal license. This permit does not constitute a contract or lease for purposes of the Contract Disputes Act, 41 U.S.C. 601. This permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

B. VALID OUTSTANDING RIGHTS. This permit is subject to all valid outstanding rights.

C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS. The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

D. RISK OF LOSS. The holder assumes all risk of loss associated with use of the roads authorized by this permit, including but not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and acts of God.

E. DAMAGE TO UNITED STATES PROPERTY. The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs, damage to government improvements covered by this permit, and all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. For purposes of this clause, "hazardous material" shall mean any hazardous substance, pollutant, contaminant, hazardous waste, oil, and/or petroleum product, as those terms are defined under any federal, state, or local law or regulation.

1. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, while conducting commercial hauling under this permit. If the environment or any government property covered by this permit becomes damaged during the holder's use under this permit, the holder shall immediately repair the damage or replace the damaged items to the satisfaction of the responsible official and at no expense to the United States.

The holder shall be liable for all injury, loss, or damage, including fire suppression, or other costs in connection with rehabilitation or restoration of natural resources associated with the use authorized by this permit. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs. Such costs may be deducted from a performance bond required under clause IV.D.

2. The holder shall be liable for damage caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to all roads and trails of the United States to the same extent as provided under clause VI.E.1.

F. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any activity or condition arising out of or relating to use of the roads authorized by this permit that causes or threatens to cause a hazard to public health or the safety of the holder's employees or agents or harm to the environment (including areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources). The holder shall immediately notify the responsible official of all traffic accidents and

any other serious accidents that occur in connection with the authorized use. The responsibility to protect the health and safety of all persons affected by use of the roads authorized by this permit is solely that of the holder. The Forest Service has no duty under the terms of this permit to inspect the roads authorized by this permit or authorized activities of the holder for hazardous conditions or compliance with health and safety standards.

G. COMPLIANCE WITH ENVIRONMENTAL LAWS. The holder shall in connection with use of the roads authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*, the Oil Pollution Act, as amended, 33 U.S.C. 2701 *et seq.*, the Clean Air Act, as amended, 42 U.S.C. 7401 *et seq.*, the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. 9601 *et seq.*, the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 *et seq.*, the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 *et seq.*, and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f *et seq.*

H. INDEMNIFICATION OF THE UNITED STATES. The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder or the holder's employees, contractors, or subcontractors in connection with use of the roads authorized by this permit. This indemnification provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, or contractors in connection with use of the roads authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable, and including but not limited to those environmental laws listed in clause V.G of this permit; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous substance, pollutant, contaminant, oil in any form, or petroleum product into the environment. The responsible official may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

I. INSURANCE

1. The holder or the holder's employees, contractors, or subcontractors shall have in force automobile insurance covering losses associated with the use authorized by this permit in at least the amount of \$1,000,000.00 combined single limit. Minimum amounts of coverage and other insurance requirements are subject to change at the sole discretion of the responsible official on the anniversary date of this permit.

2. Any insurance policies obtained by the holder pursuant to this clause shall name the United States as an additional insured, and the additional insured provision shall provide for insurance coverage for the United States as required under clause VI.I. The policies also shall specify that the insurance company shall give 30 days prior written notice to the responsible official of cancellation of or any modification to the policies.

3. The holder shall furnish proof of insurance, such as a certificate of insurance, to the responsible official prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review and approve the insurance policy prior to issuance. The holder shall send an authenticated copy of any insurance policy obtained pursuant to clause VI.I to the responsible official immediately upon issuance of the policy. The certificate of insurance, the authenticated copy of the insurance policy, and written notice of cancellation or modification of insurance should be sent to District Ranger, Paonia Ranger District, P.O. Box 1030 Paonia, CO 81428.

VII. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION AND SUSPENSION. The responsible official may revoke or suspend this permit in whole or in part for:

1. Noncompliance with federal, state, or local law.

2. Noncompliance with the terms of this permit.
3. Abandonment or other failure of the holder to exercise the privileges granted.

Prior to revocation or suspension, other than immediate suspension under clause VII.B, the responsible official shall give the holder written notice of the grounds for revocation or suspension and a reasonable time, typically not to exceed 90 days, to cure any noncompliance. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

B. IMMEDIATE SUSPENSION. The responsible official may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing.

C. TERMINATION. This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the responsible official, such as expiration of the permit by its terms on a specified date or with the consent of the holder. Termination of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

VIII. MISCELLANEOUS PROVISIONS

A. MEMBERS OF CONGRESS. No member of or delegate to Congress or Resident Commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

B. CURRENT ADDRESSES. The holder and the responsible official shall keep each other informed of current mailing addresses, including those necessary for payment of the holder's commensurate or investment share.

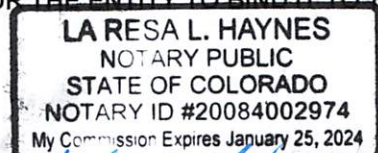
C. SUPERSEDED PERMIT. This permit supersedes a road use permit issued to Mountain Coal Company, LLC dated October 27, 2017.

D. SUPERIOR CLAUSES. If there is a conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

THIS PERMIT IS ACCEPTED SUBJECT TO ALL ITS TERMS AND CONDITIONS.

BEFORE ANY PERMIT IS ISSUED TO AN ENTITY, DOCUMENTATION MUST BE PROVIDED TO THE RESPONSIBLE OFFICIAL OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE TERMS AND CONDITIONS OF THE PERMIT.

ACCEPTED:



WESTON NORRIS, GENERAL MANAGER
MOUNTAIN COAL COMPANY, LLC

SIGNATURE

DATE

APPROVED:

LEVI K BROYLES
PAONIA DISTRICT RANGER

SIGNATURE

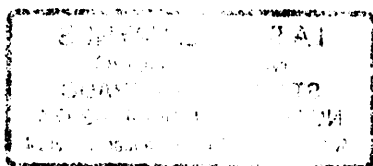
DATE

collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0016. The time required to complete this information collection is estimated to have no associated burden per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a discrimination complaint write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.



Mountain Coal, LLC, Road Use Permit APPENDIX B

Maintenance and Resurfacing Requirements and Specifications:

Operation of equipment with cleats is permitted as long as holder repairs any road damage caused by cleats.

In order to prevent the spread of noxious weeds into the National Forest, all vehicles coming onto the National Forest from outside the local area shall be washed. The washing will include the vehicle body, frame, tires, wheel wells, tracks, suspension, and undercarriage and will be done in a manner to remove all dirt and plant parts. The washing must remove any material that could carry noxious weed seeds. The local area is defined as the Delta, Gunnison, Mesa, Pitkin, and Montrose County area of Colorado. The term "Vehicles", as used in this item, includes passenger vehicles such as; automobiles and pickups, drilling equipment, trucks, maintenance equipment, ATV's, or any other wheeled or tracked vehicle used for access or to perform work. This also includes any vehicle taken from inside the local area to outside the local area, which has been used off an asphalt-paved road. These vehicles must be washed prior to entry on the forest after returning from outside the area. (If the vehicle has been taken outside the local area and not used off an asphalt-paved road this would not apply).

Any road damage resulting from holders use will be repaired by the holder, to standards set forth by the Forest Service. Such repairs will be done under the supervision of the Paonia District Engineer, who will be notified in writing of the damage, dates of repair, and the persons performing the work.

Maintenance shall be performed in accordance with the specifications and requirements for maintenance as listed below, or as may be mutually agreed upon, and shall be completed prior to October 31st of each year or in accordance with an approved Operating Plan. This work shall consist of (1) maintenance as necessary to preserve, repair, and protect the roadbed, surface and all structures and appurtenances, and (2) resurfacing equivalent in extent to the wear and loss of surfacing caused by operations authorized by this permit.

(These specifications are in addition to, and do not take the place of, standard specifications set forth by the Forest Service or the Federal Highway Administration)

9.1) Use safety signing when performing maintenance work as follows:

- a. The holder shall provide, erect, and maintain all necessary barricades, warning lights, danger signals, signs, and all necessary precautions, suitable and sufficient, for the protection of workmen and the public. All signs, barricades, and warning devices shall conform to the Manual for Uniform Traffic Control for streets and Highways, published by the Federal Highway Administration.

b. The holder shall erect "Road Machinery Ahead" warning signs at each end of the road segment being maintained as a minimum. These signs shall conform to the Manual of Uniform Traffic Control Devices, Sign No. W21-3. Signs shall be moved as needed so that a sign does not precede machinery by more than one (1) mile. Signs shall be posted only when machinery is actually working.

c. A reflectorized "Slow Moving Vehicle" Sign or emblem shall be attached to all graders and other slow moving equipment.

d. If a berm is left in the roadway overnight or on weekends due to weather conditions or breakdowns, it shall be properly signed as a hazard and visibly illuminated at night.

9.2) Equipment using an internal combustion engine must be equipped with an approved Forest Service spark arrestor capable of preventing expulsion of sparks from the engine, and a fire extinguisher of approved type that will extinguish oil and gasoline fires.

9.3) Remove slides, boulders, fallen timber, overhanging brush, and other material from roadway and ditches.

9.4) Replace fills and portions of fills lost and/or which have settled below the original grade and cross section.

9.5) Clean and shape drainage ditches, catch basins, and the inlets and outlets of culverts. Keep drainage channels, ditches, and culverts clear of debris and functioning as intended.

9.6) Roadside ditches shall not be excavated to a depth greater than two (2) feet below the roadbed grade nor below the culvert inlet elevation. Typical depth of roadside drainage ditches below roadbed is one (1) foot. Existing ditch dikes shall be restored, reshaped, and compacted as needed for effective drainage through culverts.

9.7) Grade dips and water bars shall be maintained so as to be of sufficient depth and width to adequately drain the roadway. In no case shall they be bladed flat or filled in. The lower end of grade dips and water bars shall be maintained to adequately drain away from the roadway.

9.8) The holder shall take all practical precautions to minimize soil erosion and prevent damage to any watercourse.

9.9) Repair or replace fences, cattle guards, culverts, bridges, signs, and other road structures that are damaged due to holder's activities.

9.10) In general the roadway and shoulder shall be shaped so that the centerline is crowned and a traverse slope of approximately two (2) percent is attained toward each shoulder.

9.11) Blade and shape surface and shoulder to maintain the original cross-section and provide a suitable riding surface. Earth and debris from side ditches, slides, or other sources shall not be left on road or mixed into the surface. Gravel or other surfacing material shall not be bladed off the surfaced width.

- 9.12) Material larger than three (3) inches shall be considered oversized and shall be removed from the road surface so that there will be no berm or ridge on the completed road surface. All berms, either new or existing, shall be removed from shoulders to the maximum extent possible. Only short lengths of berms will be permitted to remain on roadways i.e., not to exceed 12 feet where protruding stumps at the road shoulder or culvert end sections prohibit removal.
- 9.13) No oversized material, which protrudes above roadway elevation, shall be left on the shoulder or edge of the roadway.
- 9.14) The roads being used by the holder will be graded, using a road grader, a minimum of two (2) times per year, spring and fall, in addition to any maintenance performed by the county road crew. The first pass by the grader will start at the outside shoulder toward the ditch line. On rutted roads, a preliminary pass will be needed down the middle of the road to cut ruts prior to making usual passes.
- 9.15) It is recommended that one laborer work with each grader used on road maintenance. The laborer should work directly behind each grader with the responsibility to remove rocks from the ditches, remove any rocks over three (3) inches remaining on the roadway, fill holes made when rocks are removed, and remove fallen trees so they are outside the clearing limits.
- 9.16) Existing lead-in ditches and catch basins on all culverts shall be cleared of all material to provide an open water flow. The discharge end of the culverts shall be cleared of material to effectively disperse the flow of water.
- 9.17) Road maintenance will not generally be permitted to exceed one (1) mile intervals at one time. Berms of material caused by road maintenance operations will be removed from the roadway prior to the end of each day's work and not left in place over night, over weekends, or holidays unless unfavorable weather or breakdowns prevent removal (see signing).
- 9.18) Maintenance of back slopes will not normally be required unless sloughing or caving has occurred. The back slope shall not be undercut when pulling the ditches.
- 9.19) The area immediately before and after cattle guards shall be bladed in such a manner as to effect smooth transition when passing from roadway over cattle guard and back to roadway. Back drag excess material and grade away from cattle guards to fill voids and ensure cattle guards are not filled with material from road surface. Surface material that is deposited in cattle guards by maintenance operations must be removed and mixed back into the roadway.
- 9.20) The pulling of ditches shall be included with blading procedures. Widened roadway sections at cattle guards, curves, fills, and turnouts shall also be included with the blading of the roadway. The shoulder line shall be definite, continuous, and smooth with no abrupt changes in alignment.
- 9.21) Waste material from the road such as from slides or sloughs shall not be deposited in streams, stream channels, or at locations which could cause damage through silting or obstructing of streams or reservoirs.

9.22) All maintenance work shall be performed concurrently with use. In addition, at the end of the operating season, maintenance work will be done to minimize damage from adverse weather. Such work shall include final blading to remove ruts and other irregularities that would prevent normal road surface runoff, and a final clearing of drainage ditches and culverts to insure satisfactory functioning of the road drainage system.

9.23) Replacement gravel applied to road surface will either be; 1.) Forest Service Specification 'G' for surface course aggregate gradation, or 2.) CDOT class 6 gravel. Either must have a Plasticity index of 2 to 9 (AASHTO T90)

9.24) Application of approved dust suppressant such as water may be required as directed by the District Engineer to provide adequate dust control to ensure resource protection and road user safety.

WEST ELK MINE MOUNTAIN COAL

May 28, 2024

Mr. Levi Broyles
USFS Paonia Ranger District
403 Rio Grande Avenue
Paonia, CO 81428

During the summer of 2024, the West Elk Mine will have Miller Contracting Co. on the property to complete a ventilation shaft between the E and B Seams to connect existing workings to provide additional ventilation in the B Seam. The ventilation shaft will not intersect the surface, but the pilot hole and raise bore drilling rigs will be staged on the existing pad at the Deer Creek Shaft area. Before the raise bore rig can be mobilized to the Deer Creek Shaft area, the roads leading up from the mine will need to be widened 6 to 12' on approximately 30 corners. A culvert on this route will also need to be extended approximately 30'. The project will consist of three main steps:

1. Pilot Hole Drilling
 - a. A 16" diameter pilot hole will be drilled from the surface through E Seam and B Seam with a total depth of approximately 620'. This is planned to begin this week and will be completed by 6/21.
2. Raise Bore Reaming
 - a. Miller Contracting Co. will then bring their raise bore drilling machine onto the DCS pad, where a concrete pad will be required on the surface to set the rig onto. The pad dimensions are 30' by 9'. The shaft will be reamed to a 22' diameter, with a depth of approximately 220'. Raise bore drilling will begin 7/14 and be completed on 8/19.
3. Shaft Lining
 - a. The shaft will have a 1' concrete liner installed to remain open for the life of mine. Concrete will be delivered by United Co. to the DCS area via the roads up from the mine site. Approximately 600 yards of concrete will be required to line the shaft. The liner will be poured using slip forms and the concrete will be delivered through a slickline run down the pilot hole. Pours will be done in 10' increments. Shaft lining is expected to begin on 9/4 and be completed on 10/4.

Demobilization of all equipment will be complete on 11/15.

**All project dates are an estimate based on our schedule and not set in stone.*

Sincerely,



Mark Peirce



United States
Department of
Agriculture

Forest
Service

Paonia Ranger District

403 North Rio Grande Avenue
P.O. Box 1030
Paonia, CO 81428
970-527-4131
Fax: 970-527-4151

File Code: 2820
Date: June 3, 2024

Mark Peirce
Mountain Coal Co. LLC
West Elk Mine
5174 Highway 133
Somerset, CO 81434

Dear Mr. Peirce:

I am approving the road/curve widening and culvert extension on the roads between the West Elk Mine and Deer Creek shaft, as outlined in your May 28, 2024 letter (attached).

Reclamation on the pending road work following this project is not required, as the new road alignments will still serve multiple-use objectives for the overall area.

If we can be of further assistance, please let me know.

Sincerely,

LEVI BROYLES
District Ranger

Enclosure: 20240528 deer ck ltr

cc: mpeirce@archrsc.com; jwilczek@archrsc.com; wnorris@archrsc.com

