



# Administrative Package Cover Page

**This file contains the following documents:**

1. Summary of application (in plain language)
    - English
    - Alternative Language (Spanish)
  2. First Notice (NORI-Notice of Receipt of Application and Intent to Obtain a Permit)
    - English
    - Alternative Language (Spanish)
  3. Application materials
- 



# Portada de Paquete Administrativo

**Este archivo contiene los siguientes documentos:**

1. Resumen en lenguaje sencillo (PLS, por sus siglas en inglés) de la actividad propuesta
  - Inglés
  - Idioma alternativo (español)
2. Primer aviso (NORI, por sus siglas en inglés)
  - Inglés
  - Idioma alternativo (español)
3. Solicitud original



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

# SUMMARY OF APPLICATION IN PLAIN LANGUAGE FOR TPDES OR TLAP PERMIT APPLICATIONS

## Summary of Application (in plain language) Template and Instructions for Texas Pollutant Discharge Elimination System (TPDES) and Texas Land Application (TLAP) Permit Applications

Applicants should use this template to develop a plain language summary of your facility and application as required by Title 30, Texas Administrative Code (30 TAC), Chapter 39, Subchapter H. You may modify the template as necessary to accurately describe your facility as long as the summary includes the following information: (1) the function of the proposed plant or facility; (2) the expected output of the proposed plant or facility; (3) the expected pollutants that may be emitted or discharged by the proposed plant or facility; and (4) how you will control those pollutants, so that the proposed plant will not have an adverse impact on human health or the environment.

Fill in the highlighted areas below to describe your facility and application in plain language. Instructions and examples are provided below. Make any other edits necessary to improve readability or grammar and to comply with the rule requirements. After filling in the information for your facility delete these instructions.

If you are subject to the alternative language notice requirements in 30 TAC Section 39.426, **you must provide a translated copy of the completed plain language summary in the appropriate alternative language as part of your application package.** For your convenience, a Spanish template has been provided below.

### ENGLISH TEMPLATE FOR TPDES or TLAP NEW/RENEWAL/AMENDMENT APPLICATIONS Enter 'INDUSTRIAL' or 'DOMESTIC' here WASTEWATER/STORMWATER

*The following summary is provided for this pending water quality permit application being reviewed by the Texas Commission on Environmental Quality as required by 30 TAC Chapter 39. The information provided in this summary may change during the technical review of the application and is not a federal enforceable representation of the permit application.*

John Bludworth Shipyard, LLC (CN600323158) operates John Bludworth Shipyard (RN100613959), a full range of marine repair services for inland and offshore equipment, as well as new construction services. The facility is located at 3101 Navigation Boulevard, in Corpus Christi, Nueces County, Texas 78402. Renewal to discharge drydock ballast water and vessel wash water from outfall No. 001 and vessel ballast water, void take water and ballast and void tank wash water from outfall No. 002 into the Corpus Christi Inner Harbor Segment Number 2484.

Discharges from the facility are expected to contain total dissolved solids. No industrial wastewater is treated by the facility.

**PLANTILLA EN ESPAÑOL PARA SOLICITUDES NUEVAS/RENOVACIONES/ENMIENDAS DE  
TPDES o TLAP**

**AGUAS RESIDUALES** Introduzca 'INDUSTRIALES' o 'DOMÉSTICAS' aquí /**AGUAS PLUVIALES**

*El siguiente resumen se proporciona para esta solicitud de permiso de calidad del agua pendiente que está siendo revisada por la Comisión de Calidad Ambiental de Texas según lo requerido por el Capítulo 39 del Código Administrativo de Texas 30. La información proporcionada en este resumen puede cambiar durante la revisión técnica de la solicitud y no es una representación ejecutiva fedérale de la solicitud de permiso.*

*[John Bludworth Shipyard, LLC \(CN600323158\)](#) opera el Astillero John Bludworth (RN100613959), que ofrece una gama completa de servicios de reparación marina para equipos terrestres y de alta mar, así como servicios de nueva construcción. La instalación está ubicada en 3101 Navigation Boulevard, Corpus Christi, Condado de Nueces, Texas 78402. Se ha renovado la descarga del agua de lastre del dique seco y del agua de lavado de buques del emisario No. 001, así como del agua de lastre de buques, agua de toma de vacío y agua de lavado de tanques de lastre y vacío del emisario No. 002 al segmento 2484 del puerto interior de Corpus Christi. Este permiso no autorizará una descarga de contaminantes en el agua en el estado.*

*Se espera que las descargas de la instalación contengan sólidos disueltos totales. La instalación no trata aguas residuales industriales.*

# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



## NOTICE OF RECEIPT OF APPLICATION AND INTENT TO OBTAIN WATER QUALITY PERMIT RENEWAL

PERMIT NO. WQ0004889000

**APPLICATION.** John Bludworth Shipyard, L.L.C., P.O. Box 2441, Corpus Christi, Texas 78403, which owns a marine repair facility, has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0004889000 (EPA I.D. No. TX0132004) to authorize the discharge of treated wastewater at an intermittent and flow variable rate via Outfalls 001 and 002. The facility is located at 3101 Navigation Boulevard, in the city of Corpus Christi, in Nueces County, Texas 78402. The discharge route is from the plant site directly to Corpus Christi Inner Harbor via Outfalls 001 and 002. TCEQ received this application on August 29, 2025. The permit application will be available for viewing and copying at La Retama Central Library, front desk, 805 Comanche Street, Corpus Christi, Texas prior to the date this notice is published in the newspaper. The application, including any updates, and associated notices are available electronically at the following webpage: <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>. This link to an electronic map of the site or facility's general location is provided as a public courtesy and not part of the application or notice. For the exact location, refer to the application.

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-97.43876,27.825458&level=18>

**ALTERNATIVE LANGUAGE NOTICE.** Alternative language notice in Spanish is available at: <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

El aviso de idioma alternativo en español está disponible en

<https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

**ADDITIONAL NOTICE.** TCEQ's Executive Director has determined the application is administratively complete and will conduct a technical review of the application. After technical review of the application is complete, the Executive Director may prepare a draft permit and will issue a preliminary decision on the application. **Notice of the Application and Preliminary Decision will be published and mailed to those who are on the county-wide mailing list and to those who are on the mailing list for this application. That notice will contain the deadline for submitting public comments.**

**PUBLIC COMMENT / PUBLIC MEETING.** You may submit public comments or request a public meeting on this application. The purpose of a public meeting is to provide the opportunity to submit comments or to ask questions about the application. TCEQ will hold a public meeting if the Executive Director determines that there is a significant degree of public

interest in the application or if requested by a local legislator. A public meeting is not a contested case hearing.

**OPPORTUNITY FOR A CONTESTED CASE HEARING.** After the deadline for submitting public comments, the Executive Director will consider all timely comments and prepare a response to all relevant and material, or significant public comments. **Unless the application is directly referred for a contested case hearing, the response to comments, and the Executive Director's decision on the application, will be mailed to everyone who submitted public comments and to those persons who are on the mailing list for this application.** If comments are received, the mailing will also provide instructions for requesting reconsideration of the Executive Director's decision and for requesting a contested case hearing. A contested case hearing is a legal proceeding similar to a civil trial in state district court.

**TO REQUEST A CONTESTED CASE HEARING, YOU MUST INCLUDE THE FOLLOWING ITEMS IN YOUR REQUEST:** your name, address, phone number; applicant's name and proposed permit number; the location and distance of your property/activities relative to the proposed facility; a specific description of how you would be adversely affected by the facility in a way not common to the general public; a list of all disputed issues of fact that you submit during the comment period and, the statement "[I/we] request a contested case hearing." If the request for contested case hearing is filed on behalf of a group or association, the request must designate the group's representative for receiving future correspondence; identify by name and physical address an individual member of the group who would be adversely affected by the proposed facility or activity; provide the information discussed above regarding the affected member's location and distance from the facility or activity; explain how and why the member would be affected; and explain how the interests the group seeks to protect are relevant to the group's purpose.

Following the close of all applicable comment and request periods, the Executive Director will forward the application and any requests for reconsideration or for a contested case hearing to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

The Commission may only grant a request for a contested case hearing on issues the requestor submitted in their timely comments that were not subsequently withdrawn. **If a hearing is granted, the subject of a hearing will be limited to disputed issues of fact or mixed questions of fact and law relating to relevant and material water quality concerns submitted during the comment period.**

**TCEQ may act on an application to renew a permit for discharge of wastewater without providing an opportunity for a contested case hearing if certain criteria are met.**

**MAILING LIST.** If you submit public comments, a request for a contested case hearing or a reconsideration of the Executive Director's decision, you will be added to the mailing list for this specific application to receive future public notices mailed by the Office of the Chief Clerk. In addition, you may request to be placed on: (1) the permanent mailing list for a specific applicant name and permit number; and/or (2) the mailing list for a specific county. If you wish to be placed on the permanent and/or the county mailing list, clearly specify which list(s) and send your request to TCEQ Office of the Chief Clerk at the address below.

**INFORMATION AVAILABLE ONLINE.** For details about the status of the application, visit the Commissioners' Integrated Database at [www.tceq.texas.gov/goto/cid](http://www.tceq.texas.gov/goto/cid). Search the database using the permit number for this application, which is provided at the top of this notice.

**AGENCY CONTACTS AND INFORMATION.** All public comments and requests must be submitted either electronically at <https://www14.tceq.texas.gov/epic/eComment/>, or in writing to the Texas Commission on Environmental Quality, Office of the Chief Clerk, MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Please be aware that any contact information you provide, including your name, phone number, email address and physical address will become part of the agency's public record. For more information about this permit application or the permitting process, please call the TCEQ Public Education Program, Toll Free, at 1-800-687-4040 or visit their website at [www.tceq.texas.gov/goto/pep](http://www.tceq.texas.gov/goto/pep). Si desea información en Español, puede llamar al 1-800-687-4040.

Further information may also be obtained from John Bludworth Shipyard, L.L.C. at the address stated above or by calling Mr. Gasper D'Anna, President, at 361-887-7981.

Issuance Date: September 23, 2025

# Comisión de Calidad Ambiental del Estado de Texas



## AVISO DE RECIBO DE LA SOLICITUD Y EL INTENTO DE OBTENER PERMISO PARA LA CALIDAD DEL AGUA RENOVACION

**PERMISO NO. WQ0004889000**

**SOLICITUD.** Astillero John Blutworth, L.L.C., P.O. Box 2441, Corpus Christi, Texas 78403, propietario de una planta de reparación marina, ha solicitado a la Comisión de Calidad Ambiental de Texas (TCEQ) la renovación del Permiso del Sistema de Eliminación de Descargas Contaminantes de Texas (TPDES) Permiso No. WQ0004889000 (EPA I.D. No. TX0132004) para autorizar la descarga de aguas residuales tratadas a un caudal intermitente y variable a través de los desagües 001 y 002. La planta de tratamiento de aguas residuales está ubicada en 3101 Navigation Boulevard, en la ciudad de Corpus Christi, en el condado de Nueces, Texas 78402. La ruta de descarga es desde el sitio de la planta directamente al puerto interior de Corpus Christi a través de los desagües 001 y 002. La TCEQ recibió esta solicitud el 29 de agosto de 2025. La solicitud de permiso estará disponible para su revisión y copia en la Biblioteca Central La Retama de Corpus Christi, en recepción, 805 Comanche Street, Corpus Christi, Texas, antes de la fecha de publicación de este aviso en el periódico. La solicitud, incluyendo sus actualizaciones y los avisos asociados, están disponibles electrónicamente en la siguiente página web: <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

Este enlace a un mapa electrónico de la ubicación general del sitio o de la instalación es proporcionado como una cortesía y no es parte de la solicitud o del aviso. Para la ubicación exacta, consulte la solicitud.

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-97.43876,27.825458&level=18>

**AVISO DE IDIOMA ALTERNATIVO.** El aviso de idioma alternativo en español está disponible en <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

**AVISO ADICIONAL.** El Director Ejecutivo de la TCEQ ha determinado que la solicitud es administrativamente completa y conducirá una revisión técnica de la solicitud. Después de completar la revisión técnica, el Director Ejecutivo puede preparar un borrador del permiso y emitirá una Decisión Preliminar sobre la solicitud. **El aviso de la solicitud y la decisión preliminar serán publicados y enviado a los que están en la lista de correo de las personas a lo largo del condado que desean recibir los avisos y los que están en la lista de correo que desean recibir avisos de esta solicitud. El aviso dará la fecha límite para someter comentarios públicos.**

**COMENTARIO PUBLICO / REUNION PUBLICA.** Usted puede presentar comentarios públicos o pedir una reunión pública sobre esta solicitud. El propósito de una reunión pública es dar

la oportunidad de presentar comentarios o hacer preguntas acerca de la solicitud. La TCEQ realiza una reunión pública si el Director Ejecutivo determina que hay un grado de interés público suficiente en la solicitud o si un legislador local lo pide. Una reunión pública no es una audiencia administrativa de lo contencioso.

**OPORTUNIDAD DE UNA AUDIENCIA ADMINISTRATIVA DE LO CONTENCIOSO.** Después del plazo para presentar comentarios públicos, el Director Ejecutivo considerará todos los comentarios apropiados y preparará una respuesta a todo los comentarios públicos esenciales, pertinentes, o significativos. **A menos que la solicitud haya sido referida directamente a una audiencia administrativa de lo contencioso, la respuesta a los comentarios y la decisión del Director Ejecutivo sobre la solicitud serán enviados por correo a todos los que presentaron un comentario público y a las personas que están en la lista para recibir avisos sobre esta solicitud. Si se reciben comentarios, el aviso también proveerá instrucciones para pedir una reconsideración de la decisión del Director Ejecutivo y para pedir una audiencia administrativa de lo contencioso.** Una audiencia administrativa de lo contencioso es un procedimiento legal similar a un procedimiento legal civil en un tribunal de distrito del estado.

**PARA SOLICITAR UNA AUDIENCIA DE CASO IMPUGNADO, USTED DEBE INCLUIR EN SU SOLICITUD LOS SIGUIENTES DATOS:** su nombre, dirección, y número de teléfono; el nombre del solicitante y número del permiso; la ubicación y distancia de su propiedad/actividad con respecto a la instalación; una descripción específica de la forma cómo usted sería afectado adversamente por el sitio de una manera no común al público en general; una lista de todas las cuestiones de hecho en disputa que usted presente durante el período de comentarios; y la declaración "[Yo/nosotros] solicito/solicitamos una audiencia de caso impugnado". Si presenta la petición para una audiencia de caso impugnado de parte de un grupo o asociación, debe identificar una persona que representa al grupo para recibir correspondencia en el futuro; identificar el nombre y la dirección de un miembro del grupo que sería afectado adversamente por la planta o la actividad propuesta; proveer la información indicada anteriormente con respecto a la ubicación del miembro afectado y su distancia de la planta o actividad propuesta; explicar cómo y porqué el miembro sería afectado; y explicar cómo los intereses que el grupo desea proteger son pertinentes al propósito del grupo.

Después del cierre de todos los períodos de comentarios y de petición que aplican, el Director Ejecutivo enviará la solicitud y cualquier petición para reconsideración o para una audiencia de caso impugnado a los Comisionados de la TCEQ para su consideración durante una reunión programada de la Comisión.

La Comisión sólo puede conceder una solicitud de una audiencia de caso impugnado sobre los temas que el solicitante haya presentado en sus comentarios oportunos que no fueron retirados posteriormente. **Si se concede una audiencia, el tema de la audiencia estará limitado a cuestiones de hecho en disputa o cuestiones mixtas de hecho y de derecho relacionadas a intereses pertinentes y materiales de calidad del agua que se hayan presentado durante el período de comentarios. Si ciertos criterios se cumplen, la TCEQ puede actuar sobre una solicitud para renovar un permiso sin proveer una oportunidad de una audiencia administrativa de lo contencioso.**

**LISTA DE CORREO.** Si somete comentarios públicos, un pedido para una audiencia



administrativa de lo contencioso o una reconsideración de la decisión del Director Ejecutivo, la Oficina del Secretario Principal enviará por correo los avisos públicos en relación con la solicitud. Además, puede pedir que la TCEQ ponga su nombre en una o más de las listas correos siguientes (1) la lista de correo permanente para recibir los avisos del solicitante indicado por nombre y número del permiso específico y/o (2) la lista de correo de todas las solicitudes en un condado específico. Si desea que se agregue su nombre en una de las listas designe cual lista(s) y envía por correo su pedido a la Oficina del Secretario Principal de la TCEQ.

**INFORMACIÓN DISPONIBLE EN LÍNEA.** Para detalles sobre el estado de la solicitud, favor de visitar la Base de Datos Integrada de los Comisionados en [www.tceq.texas.gov/goto/cid](http://www.tceq.texas.gov/goto/cid). Para buscar en la base de datos, utilizar el número de permiso para esta solicitud que aparece en la parte superior de este aviso.

**CONTACTOS E INFORMACIÓN A LA AGENCIA.** Todos los comentarios públicos y solicitudes deben ser presentadas electrónicamente vía <http://www14.tceq.texas.gov/epic/eComment/> o por escrito dirigidos a la Comisión de Texas de Calidad Ambiental, Oficial de la Secretaría (Office of Chief Clerk), MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Tenga en cuenta que cualquier información personal que usted proporcione, incluyendo su nombre, número de teléfono, dirección de correo electrónico y dirección física pasarán a formar parte del registro público de la Agencia. Para obtener más información acerca de esta solicitud de permiso o el proceso de permisos, llame al programa de educación pública de la TCEQ, gratis, al 1-800-687-4040. Si desea información en Español, puede llamar al 1-800-687-4040.

También se puede obtener información adicional de John Bludworth Shipyard, L.L.C. En la dirección indicada anteriormente o llamando al Sr. Gasper D'Anna, President, al 361-887-7981.

Fecha de emisión: 23 de septiembre de 2025

**Texas Pollutant Discharge Elimination System  
(TPDES)  
Permit Renewal Application**

**Individual Permit No. WQ0004889000**

**John Bludworth Shipyard, LLC  
3101 Navigation Blvd  
Corpus Christi, Texas 78402**

**Prepared by**



**August 2025**

## **Introduction**

TRC has prepared the enclosed Texas Pollutant Discharge Elimination System (TPDES) Permit Renewal Application (Individual Permit No WQ0004889000) maintained for John Bludworth Shipyard, LLC (John Bludworth) located at 3101 Navigation Boulevard, Nueces County, Texas, 78402. John Bludworth is authorized to discharge drydock ballast water and vessel wash water from outfall No. 001 and vessel ballast water, void take water and ballast and void tank wash water from outfall No. 002 into the Corpus Christi Inner Harbor Segment Number 2484.

The current permit expires at midnight on January 11, 2026 and as per the requirements set forth in Permit No WQ0004889000, John Bludworth is required to apply for a renewal at least 180 days prior to expiration of the existing permit in order to continue a permitted activity after the expiration date of the permit. As per the Notice of Violation letter received by the TCEQ dated August 19, 2025, a renewal application was due on July 15, 2025. As such, the TPDES renewal application is enclosed in the following attachments:

- Attachment A: TCEQ Form 10411 – TCEQ Industrial Wastewater Permit Application Industrial Administration Report
- Attachment B: TCEQ Form 10055 – Industrial Wastewater Permit Application Technical Report
- Attachment C: Summary of Application (PLS)
- Attachment D: Core Data Form
- Attachment E: Site Maps
- Attachment F: Copy of Permit Fee
- Attachment G: Copy of Lease Agreement

**Attachment A**  
**TCEQ Form 10411**  
**TCEQ Industrial Wastewater Permit Application**  
**Industrial Administration Report**



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

# INDUSTRIAL WASTEWATER PERMIT APPLICATION CHECKLIST

**Complete and submit this checklist with the industrial wastewater permit application.**

APPLICANT NAME: John Bludworth Shipyard

PERMIT NUMBER (If new, leave blank): WQ00 4889000

**Indicate if each of the following items is included in your application.**

|                              | Y                                   | N                                   |                          | Y                                   | N                                   |
|------------------------------|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|-------------------------------------|
| Administrative Report 1.0    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Worksheet 8.0            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Administrative Report 1.1    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Worksheet 9.0            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| SPIF                         | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Worksheet 10.0           | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Core Data Form               | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Worksheet 11.0           | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Summary of Application (PLS) | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Worksheet 11.1           | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Public Involvement Plan Form | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Worksheet 11.2           | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Technical Report 1.0         | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Worksheet 11.3           | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Worksheet 1.0                | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Original USGS Map        | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Worksheet 2.0                | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Affected Landowners Map  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Worksheet 3.0                | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Landowner Disk or Labels | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Worksheet 3.1                | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Flow Diagram             | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Worksheet 3.2                | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Site Drawing             | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Worksheet 3.3                | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Original Photographs     | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Worksheet 4.0                | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Design Calculations      | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Worksheet 4.1                | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Solids Management Plan   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Worksheet 5.0                | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Water Balance            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Worksheet 6.0                | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |                                     |                                     |
| Worksheet 7.0                | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                          |                                     |                                     |

For TCEQ Use Only

Segment Number \_\_\_\_\_ County \_\_\_\_\_

Expiration Date \_\_\_\_\_ Region \_\_\_\_\_

Permit Number \_\_\_\_\_



# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

## INDUSTRIAL WASTEWATER PERMIT APPLICATION

### ADMINISTRATIVE REPORT 1.0

This report is required for all applications for TPDES permits and TLAPs, except applications for oil and gas extraction operations subject to 40 CFR Part 435. Contact the Applications Review and Processing Team at 512-239-4671 with any questions about completing this report.

Applications for oil and gas extraction operations subject to 40 CFR Part 435 must use Oil and Gas Exploration and Production Administrative Report ([TCEQ Form-20893 and 20893-inst<sup>1</sup>](#)).

#### Item 1. Application Information and Fees (Instructions, Page 26)

- a. Complete each field with the requested information, if applicable.

Applicant Name: John Bludworth Shipyard

Permit No.: WQ0004889000

EPA ID No.: TX00132004

Expiration Date: 01/11/2026

- b. Check the box next to the appropriate authorization type.

☒ Industrial Wastewater (wastewater and stormwater)

☐ Industrial Stormwater (stormwater only)

☐ Reverse Osmosis Water Treatment (reverse osmosis water treatment wastewaters only)

- c. Check the box next to the appropriate facility status.

☒ Active

☐ Inactive

- d. Check the box next to the appropriate permit type.

☒ TPDES Permit

☐ TLAP

☐ TPDES with TLAP component

- e. Check the box next to the appropriate application type.

☐ New

☐ Renewal with changes

☒ Renewal without changes

☐ Major amendment with renewal

☐ Major amendment without renewal

☐ Minor amendment without renewal

☐ Minor modification without renewal

- f. If applying for an amendment or modification, describe the request: [Click to enter text.](#)

#### For TCEQ Use Only

Segment Number \_\_\_\_\_ County \_\_\_\_\_

Expiration Date \_\_\_\_\_ Region \_\_\_\_\_

Permit Number \_\_\_\_\_

<sup>1</sup> [https://www.tceq.texas.gov/publications/search\\_forms.html](https://www.tceq.texas.gov/publications/search_forms.html)

g. Application Fee

| EPA Classification   | New                              | Major Amend.<br>(with or<br>without<br>renewal) | Renewal<br>(with or<br>without<br>changes) | Minor Amend. /<br>Minor Mod.<br>(without<br>renewal) |
|--|----------------------------------|---|--|--|
| Minor facility not subject to EPA<br>categorical effluent guidelines<br>(40 CFR Parts 400-471) | <input type="checkbox"/> \$350   | <input type="checkbox"/> \$350                  | <input checked="" type="checkbox"/> \$315  | <input type="checkbox"/> \$150                       |
| Minor facility subject to EPA<br>categorical effluent guidelines<br>(40 CFR Parts 400-471)     | <input type="checkbox"/> \$1,250 | <input type="checkbox"/> \$1,250                | <input type="checkbox"/> \$1,215           | <input type="checkbox"/> \$150                       |
| Major facility   | N/A <sup>2</sup>                 | <input type="checkbox"/> \$2,050                | <input type="checkbox"/> \$2,015           | <input type="checkbox"/> \$450                       |

h. Payment Information

***Mailed***

Check or money order No.: [Click to enter text.](#)

Check or money order amt.: [Click to enter text.](#)

Named printed on check or money order: [Click to enter text.](#)

***Epay***

Voucher number: 781163,781164

Copy of voucher attachment: E

## Item 2. Applicant Information (Instructions, Pages 26)

a. Customer Number, if applicant is an existing customer: CN600323158

**Note:** Locate the customer number using the [TCEQ's Central Registry Customer Search](#)<sup>3</sup>.

b. Legal name of the entity (applicant) applying for this permit: John Bludworth Shipyard, LLC

**Note:** The owner of the facility must apply for the permit. The legal name must be spelled exactly as filed with the TX SOS, Texas Comptroller of Public Accounts, County, or in the legal documents forming the entity.

c. Name and title of the person signing the application. (**Note:** The person must be an executive official that meets signatory requirements in 30 TAC § 305.44.)

Prefix: Mr. Full Name (Last/First Name): D'Anna, Gasper

Title: President

Credential: [Click to enter text.](#)

d. Will the applicant have overall financial responsibility for the facility?

☒ Yes ☐ No

**Note:** The entity with overall financial responsibility for the facility must apply as a co-applicant, if not the facility owner.

<sup>2</sup> All facilities are designated as minors until formally classified as a major by EPA.

<sup>3</sup> <https://www15.tceq.texas.gov/crpub/index.cfm?fuseaction=cust.CustSearch>

### Item 3. Co-applicant Information (Instructions, Page 27)

☒ Check this box if there is no co-applicant.; otherwise, complete the below questions.

- a. Legal name of the entity (co-applicant) applying for this permit: [Click to enter text.](#)

**Note:** The legal name must be spelled exactly as filed with the TX SOS, Texas Comptroller of Public Accounts, County, or in the legal documents forming the entity.

- b. Customer Number (if applicant is an existing customer): [CN](#)[Click to enter text.](#)

**Note:** Locate the customer number using the TCEQ's Central Registry Customer Search.

- c. Name and title of the person signing the application. (**Note:** The person must be an executive official that meets signatory requirements in 30 TAC § 305.44.)

Prefix: [Click to enter text.](#)

Full Name (Last/First Name): [Click to enter text.](#)

Title: [Click to enter text.](#)

Credential: [Click to enter text.](#)

- d. Will the co-applicant have overall financial responsibility for the facility?

☐ Yes ☐ No

**Note:** The entity with overall financial responsibility for the facility must apply as a co-applicant, if not the facility owner.

### Item 4. Core Data Form (Instructions, Pages 27)

- a. Complete and attach one Core Data Form (TCEQ Form 10400) for each customer (applicant and co-applicant(s)). If the customer type selected on the Core Data Form is Individual, complete Attachment 1 of the Administrative Report. Attachment: D

### Item 5. Application Contact Information (Instructions, Page 27)

Provide names of two individuals who can be contacted about this application. Indicate if the individual can be contacted about administrative or technical information, or both.

- a. ☒ Administrative Contact      ☐ Technical Contact

Prefix: Mr.      Full Name (Last/First Name): D'Anna, Gasper

Title: President

Credential: [Click to enter text.](#)

Organization Name: John Bludworth Shipyard, LLC

Mailing Address: PO Box 2441

City/State/Zip: Corpus Christi, TX 78403

Phone No: (361) 887-7981

Email: gdanna@jbludshipyard.com

- b. ☐ Administrative Contact      ☒ Technical Contact

Prefix: Mr.      Full Name (Last/First Name): Buckley, Daniel

Title: EHS Manager

Credential: [Click to enter text.](#)

Organization Name: John Bludworth Shipyard, LLC

Mailing Address: PO Box 2441

City/State/Zip: Corpus Christi, TX 78403

Phone No: (361) 887-7981

Email: dbuckley@jbludshipyard.com

Attachment: N/A



## Item 6. Permit Contact Information (Instructions, Page 28)

Provide two names of individuals that can be contacted throughout the permit term.

- a. Prefix: Mr. Full Name (Last/First Name): D'Anna, Gasper  
Title: President Credential: [Click to enter text.](#)  
Organization Name: John Bludworth Shipyard, LLC  
Mailing Address: PO Box 2441 City/State/Zip: Corpus Christi, TX 78403  
Phone No: (361) 887-7981 Email: DBuckley@jbludshipyard.com
- b. Prefix: Mr. Full Name (Last/First Name): Buckley, Daniel  
Title: EHS Manager Credential: [Click to enter text.](#)  
Organization Name: John Bludworth Shipyard, LLC  
Mailing Address: PO Box 2441 City/State/Zip: Corpus Christi, TX 78403  
Phone No: (361) 887-7981 Email: DBuckley@jbludshipyard.com  
Attachment: N/A

## Item 7. Billing Contact Information (Instructions, Page 28)

The permittee is responsible for paying the annual fee. The annual fee will be assessed for permits **in effect on September 1 of each year**. The TCEQ will send a bill to the address provided in this section. The permittee is responsible for terminating the permit when it is no longer needed (form TCEQ-20029).

Provide the complete mailing address where the annual fee invoice should be mailed and the name and phone number of the permittee's representative responsible for payment of the invoice.

Prefix: Mr. Full Name (Last/First Name): D'Anna, Gasper  
Title: President Credential: [Click to enter text.](#)  
Organization Name: John Bludworth Shipyard, LLC  
Mailing Address: PO Box 2441 City/State/Zip: Corpus Christi, TX 78403  
Phone No: (361) 887-7981 Email: gdanna@jbludshipyard.com

## Item 8. DMR/MER Contact Information (Instructions, Page 28)

Provide the name and mailing address of the person delegated to receive and submit DMRs or MERs. **Note:** DMR data must be submitted through the NetDMR system. An electronic reporting account can be established once the facility has obtained the permit number.

Prefix: Mr. Full Name (Last/First Name): Buckley, Daniel  
Title: EHS Manager Credential: [Click to enter text.](#)  
Organization Name: John Bludworth Shipyard, LLC  
Mailing Address: PO Box 2441 City/State/Zip: Corpus Christi, TX 78403  
Phone No: (361) 887-7981 Email: dbuckley@jbludshipyard.com

## Item 9. Notice Information (Instructions, Pages 28)

### a. Individual Publishing the Notices

Prefix: Mr. Full Name (Last/First Name): Buckley, Daniel

Title: EHS Manger Credential: Click to enter text.

Organization Name: John Bludworth Shipyard, LLC

Mailing Address: PO Box 2441 City/State/Zip: Corpus Christi, TX 78403

Phone No: (361) 887-7981 Email: dbuckley@jbludshipyard.com

### b. Method for Receiving Notice of Receipt and Intent to Obtain a Water Quality Permit Package (only for NORI, NAPD will be sent via regular mail)

☒ E-mail: dbuckley@jbludshipyard.com

☐ Fax: Click to enter text.

☐ Regular Mail (USPS)

Mailing Address: Click to enter text.

City/State/Zip Code: Click to enter text.

### c. Contact in the Notice

Prefix: Mr. Full Name (Last/First Name): D'Anna, Gasper

Title: President Credential: Click to enter text.

Organization Name: John Bludworth Shipyard, LLC

Phone No: (361) 887-7981 Email: gdanna@jbludshipyard.com

### d. Public Viewing Location Information

**Note:** If the facility or outfall is located in more than one county, provide a public viewing place for each county.

Public building name: Corpus Christi Central Library Location within the building: Front Desk

Physical Address of Building: 805 Comanche Street

City: Corpus Christi County: Nueces

### e. Bilingual Notice Requirements

This information is required for new, major amendment, minor amendment or minor modification, and renewal applications.

This section of the application is only used to determine if alternative language notices will be needed. Complete instructions on publishing the alternative language notices will be in your public notice package.

Call the bilingual/ESL coordinator at the nearest elementary and middle schools and obtain the following information to determine if an alternative language notice(s) is required.

1. Is a bilingual education program required by the Texas Education Code at the elementary or middle school nearest to the facility or proposed facility?

☒ Yes ☐ No

If no, publication of an alternative language notice is not required; skip to Item 8 (Regulated Entity and Permitted Site Information.)

2. Are the students who attend either the elementary school or the middle school enrolled in a bilingual education program at that school?

☒ Yes ☐ No

3. Do the students at these schools attend a bilingual education program at another location?

☐ Yes ☒ No

4. Would the school be required to provide a bilingual education program, but the school has waived out of this requirement under 19 TAC §89.1205(g)?

☐ Yes ☒ No ☐ N/A

5. If the answer is yes to question 1, 2, 3, or 4, public notices in an alternative language are required. Which language is required by the bilingual program? Spanish

- f. Summary of Application in Plain Language Template - Complete and attach the Summary of Application in Plain Language Template (TCEQ Form 20972), also known as the plain language summary or PLS. Attachment: C

- g. Complete and attach one Public Involvement Plan (PIP) Form (TCEQ Form 20960) for each application for a new permit or major amendment. Attachment: N/A

## Item 10. Regulated Entity and Permitted Site Information (Instructions Page 29)

- a. TCEQ issued Regulated Entity Number (RN), if available: RN100613959

**Note:** If your business site is part of a larger business site, a Regulated Entity Number (RN) may already be assigned for the larger site. Use the RN assigned for the larger site. Search the TCEQ's Central Registry to determine the RN or to see if the larger site may already be registered as a Regulated Entity. If the site is found, provide the assigned RN.

- b. Name of project or site (name known by the community where located): John Bludworth Shipyard

- c. Is the location address of the facility in the existing permit the same?

☒ Yes ☐ No ☐ N/A (new permit)

**Note:** If the facility is located in Bexar, Comal, Hays, Kinney, Medina, Travis, Uvalde, or Williamson County, additional information concerning protection of the Edwards Aquifer may be required.

- d. Owner of treatment facility:

Prefix: Click to enter text. Full Name (Last/First Name): Click to enter text.

or Organization Name: John Bludworth Shipyard, LLC

Mailing Address: PO Box 2441

City/State/Zip: Corpus Christi, TX 78403

Phone No: (361) 887-7981

Email: info@jbludshipyard.com

- e. Ownership of facility: ☐ Public ☒ Private ☐ Both ☐ Federal

- f. Owner of land where treatment facility is or will be: [Click to enter text.](#)  
 Prefix: [Click to enter text.](#) Full Name (Last/First Name): [Click to enter text.](#)  
 or Organization Name: [Port of Corpus Christi Authority of Nueces County](#)  
 Mailing Address: [P.O. Box 1541](#) City/State/Zip: [Corpus Christi, TX78403](#)  
 Phone No: [\(361\) 882-5633](#) Email: [N/A](#)  
**Note:** If not the same as the facility owner, attach a long-term lease agreement in effect for at least six years (In some cases, a lease may not suffice - see instructions). Attachment: [F](#)
- g. Owner of effluent TLAP disposal site (if applicable): [Click to enter text.](#)  
 Prefix: [Click to enter text.](#) Full Name (Last/First Name): [Click to enter text.](#)  
 or Organization Name: [Click to enter text.](#)  
 Mailing Address: [Click to enter text.](#) City/State/Zip: [Click to enter text.](#)  
 Phone No: [Click to enter text.](#) Email: [Click to enter text.](#)  
**Note:** If not the same as the facility owner, attach a long-term lease agreement in effect for at least six years. Attachment: [Click to enter text.](#)
- h. Owner of sewage sludge disposal site (if applicable):  
 Prefix: [Click to enter text.](#) Full Name (Last/First Name): [Click to enter text.](#)  
 or Organization Name: [Click to enter text.](#)  
 Mailing Address: [Click to enter text.](#) City/State/Zip: [Click to enter text.](#)  
 Phone No: [Click to enter text.](#) Email: [Click to enter text.](#)  
**Note:** If not the same as the facility owner, attach a long-term lease agreement in effect for at least six years. Attachment: [Click to enter text.](#)

## Item 11. TDPES Discharge/TLAP Disposal Information (Instructions, Page 31)

- a. Is the facility located on or does the treated effluent cross Native American Land?  
☐ Yes ☒ No
- b. Attach an original full size USGS Topographic Map (or an 8.5"×11" reproduced portion for renewal or amendment applications) with all required information. Check the box next to each item below to confirm it has been included on the map.
- |   |  |
|---|--|
| <input checked="" type="checkbox"/> One-mile radius                 | <input type="checkbox"/> Three-miles downstream information        |
| <input checked="" type="checkbox"/> Applicant's property boundaries | <input type="checkbox"/> Treatment facility boundaries             |
| <input checked="" type="checkbox"/> Labeled point(s) of discharge   | <input checked="" type="checkbox"/> Highlighted discharge route(s) |
| <input type="checkbox"/> Effluent disposal site boundaries          | <input type="checkbox"/> All wastewater ponds                      |
| <input type="checkbox"/> Sewage sludge disposal site                | <input type="checkbox"/> New and future construction               |
- Attachment: [Click to enter text.](#)
- c. Is the location of the sewage sludge disposal site in the existing permit accurate?  
☒ Yes ☐ No or New Permit

If no, or a new application, provide an accurate location description: [Click to enter text.](#)

- d. Are the point(s) of discharge in the existing permit correct?

☒ Yes ☐ No or New Permit

If no, or a new application, provide an accurate location description: [Click to enter text.](#)

- e. Are the discharge route(s) in the existing permit correct?

☒ Yes ☐ No or New Permit

If no, or a new permit, provide an accurate description of the discharge route: [Click to enter text.](#)

- f. City nearest the outfall(s): [Corpus Christi](#)

- g. County in which the outfalls(s) is/are located: [Nueces](#)

- h. Is or will the treated wastewater discharge to a city, county, or state highway right-of-way, or a flood control district drainage ditch?

☐ Yes ☒ No

If yes, indicate by a check mark if: ☐ Authorization granted ☐ Authorization pending

For new and amendment applications, attach copies of letters that show proof of contact and provide the approval letter upon receipt. Attachment: [Click to enter text.](#)

For all applications involving an average daily discharge of 5 MGD or more, provide the names of all counties located within 100 statute miles downstream of the point(s) of discharge: [Click to enter text.](#)

- i. For TLAPs, is the location of the effluent disposal site in the existing permit accurate?

☐ Yes No or New Permit ☐ [Click to enter text.](#)

If no, or a new application, provide an accurate location description: [Click to enter text.](#)

- j. City nearest the disposal site: [Click to enter text.](#)

- k. County in which the disposal site is located: [Click to enter text.](#)

- l. For TLAPs, describe how effluent is/will be routed from the treatment facility to the disposal site: [Click to enter text.](#)

- m. For TLAPs, identify the nearest watercourse to the disposal site to which rainfall runoff might flow if not contained: [Click to enter text.](#)

## Item 12. Miscellaneous Information (Instructions, Page 33)

- a. Did any person formerly employed by the TCEQ represent your company and get paid for service regarding this application?

☐ Yes ☒ No

If yes, list each person: [Click to enter text.](#)

- b. Do you owe any fees to the TCEQ?

☐ Yes ☒ No

If yes, provide the following information:

Account no.: [Click to enter text.](#)

Total amount due: [Click to enter text.](#)

- c. Do you owe any penalties to the TCEQ?

☐ Yes ☒ No

If yes, provide the following information:

Enforcement order no.: [Click to enter text.](#)

Amount due: [Click to enter text.](#)



### Item 13. Signature Page (Instructions, Page 33)

Permit No: WQ0004889000

Applicant Name: John Bludworth Shipyard

Certification: I, Gaspar D'Anna, certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code §305.44 to sign and submit this document and can provide documentation in proof of such authorization upon request.

Signatory name (typed or printed): Gaspar D'Anna

Signatory title: President

Signature: [Signature]  
(Use blue ink)

Date: 8/29/25

Subscribed and Sworn to before me by the said Gaspar D'Anna  
on this 29<sup>th</sup> day of August, 2025.

My commission expires on the 18<sup>th</sup> day of August, 2026.

[Signature]  
Notary Public

Nueces  
County, Texas



**Note:** If co-applicants are necessary, each entity must submit an original, separate signature page.

# **INDUSTRIAL WASTEWATER PERMIT APPLICATION**

## **SUPPLEMENTAL PERMIT INFORMATION FORM (SPIF)**

This form applies to TPDES permit applications only. Complete and attach the Supplemental Permit information Form (SPIF) (TCEQ Form 20971).

**Attachment:** N/A



# WATER QUALITY PERMIT

## PAYMENT SUBMITTAL FORM

Use this form to submit the Application Fee, if mailing the payment. (Instructions, Page 36-37)

- Complete items 1 through 5 below.
- Staple the check or money order in the space provided at the bottom of this document.
- Do not mail this form with the application form.
- Do not mail this form to the same address as the application.
- Do not submit a copy of the application with this form as it could cause duplicate permit entries.

**Mail this form and the check or money order to:**

*BY REGULAR U.S. MAIL*

Texas Commission on Environmental Quality  
Financial Administration Division  
Cashier's Office, MC-214  
P.O. Box 13088  
Austin, Texas 78711-3088

*BY OVERNIGHT/EXPRESS MAIL*

Texas Commission on Environmental Quality  
Financial Administration Division  
Cashier's Office, MC-214  
12100 Park 35 Circle  
Austin, Texas 78753

**Fee Code: WQP**      **Permit No: WQ0004889000**

1. Check or Money Order Number: Click to enter text.
2. Check or Money Order Amount: Click to enter text.
3. Date of Check or Money Order: Click to enter text.
4. Name on Check or Money Order: Click to enter text.
5. APPLICATION INFORMATION

Name of Project or Site: John Bludworth Shipyard

Physical Address of Project or Site: 3101 Navigation Blvd, Corpus Christi, TX 78402

If the check is for more than one application, attach a list which includes the name of each Project or Site (RE) and Physical Address, exactly as provided on the application.

Attachment: N/A

**Staple Check or Money Order in This Space**

# ATTACHMENT 1

## INDIVIDUAL INFORMATION

### Item 1. Individual information (Instructions, Page 38)

Complete this attachment if the facility applicant or co-applicant is an individual. Make additional copies of this attachment if both are individuals.

Prefix (Mr., Ms., or Miss): [Click to enter text.](#)

Full legal name (first, middle, and last): [Click to enter text.](#)

Driver's License or State Identification Number: [Click to enter text.](#)

Date of Birth: [Click to enter text.](#)

Mailing Address: [Click to enter text.](#)

City, State, and Zip Code: [Click to enter text.](#)

Phone No.: [Click to enter text.](#)

Fax No.: [Click to enter text.](#)

E-mail Address: [Click to enter text.](#)

CN: [Click to enter text.](#)

# INDUSTRIAL WASTEWATER PERMIT APPLICATION CHECKLIST OF COMMON DEFICIENCIES

Below is a list of common deficiencies found during the administrative review of industrial wastewater permit applications. To ensure the timely processing of this application, please review the items below and indicate each item is complete and in accordance applicable rules at 30 TAC Chapters 21, 281, and 305 by checking the box next to the item. If an item is not required this application, indicate by checking N/A where appropriate. Please do not submit the application until all items below are addressed.

- ☐ Core Data Form (TCEQ Form No. 10400)  
*(Required for all applications types. Must be completed in its entirety and signed.  
Note: Form may be signed by applicant representative.)*
- ☐ Correct and Current Industrial Wastewater Permit Application Forms  
*(TCEQ Form Nos. 10055 and 10411. Version dated 5/10/2019 or later.)*
- ☐ Water Quality Permit Payment Submittal Form (Page 14)  
*(Original payment sent to TCEQ Revenue Section. See instructions for mailing address.)*
- ☐ 7.5 Minute USGS Quadrangle Topographic Map Attached  
*(Full-size map if seeking "New" permit.  
8 ½ x 11 acceptable for Renewals and Amendments.)*
- ☐ N/A ☐ Current/Non-Expired, Executed Lease Agreement or Easement Attached
- ☒ N/A ☐ Landowners Map  
*(See instructions for landowner requirements.)*

## Things to Know:

- All the items shown on the map must be labeled.
- The applicant's complete property boundaries must be delineated which includes boundaries of contiguous property owned by the applicant.
- The applicant cannot be its own adjacent landowner. You must identify the landowners immediately adjacent to their property, regardless of how far they are from the actual facility.
- If the applicant's property is adjacent to a road, creek, or stream, the landowners on the opposite side must be identified. Although the properties are not adjacent to applicant's property boundary, they are considered potentially affected landowners. If the adjacent road is a divided highway as identified on the USGS topographic map, the applicant does not have to identify the landowners on the opposite side of the highway.

- ☒ N/A ☐ Landowners Labels and Cross Reference List  
*(See instructions for landowner requirements.)*
- ☐ Electronic Application Submittal  
*(See application submittal requirements on page 23 of the instructions.)*
- ☐ Original signature per 30 TAC § 305.44 – Blue Ink Preferred  
*(If signature page is not signed by an elected official or principle executive officer,  
a copy of signature authority/delegation letter must be attached.)*
- ☐ Summary of Application (in Plain Language)

**Attachment B**  
**TCEQ Form 10055**  
**Industrial Wastewater Permit Application Technical Report**



# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

## INDUSTRIAL WASTEWATER PERMIT APPLICATION TECHNICAL REPORT 1.0

The following information **is required** for all applications for a TLAP or an individual TPDES discharge permit.

For **additional information** or clarification on the requested information, please refer to the [Instructions for Completing the Industrial Wastewater Permit Application](https://www.tceq.texas.gov/permitting/wastewater/industrial/TPDES_industrial_wastewater_steps.html)<sup>1</sup> available on the TCEQ website. Please contact the Industrial Permits Team at 512-239-4671 with any questions about this form.

If more than one outfall is included in the application, provide applicable information for each individual outfall. **If an item does not apply to the facility, enter N/A** to indicate that the item has been considered. Include separate reports or additional sheets as **clearly cross-referenced attachments** and provide the attachment number in the space provided for the item the attachment addresses.

**NOTE:** This application is for an industrial wastewater permit only. Additional authorizations from the TCEQ Waste Permits Division or the TCEQ Air Permits Division may be needed.

### Item 1. Facility/Site Information (Instructions, Page 39)

- a. Describe the general nature of the business and type(s) of industrial and commercial activities. Include all applicable SIC codes (up to 4).

Full range of marine repair services for inland and offshore equipment, as well as new construction services. Available crane service includes 150-ton link belt crawler crane, 70-ton barge crane, 70-ton mobile crane, 15-ton cherry picker, and 16-ton forklift. Repair services offered for inland and offshore equipment, including hull repair and piping, re-powering, electrical repair, conversions, rig, de rig, panel fabrication, grit blasting, and painting. SIC Code 3731; NAICS Code 336611.

- b. Describe all wastewater-generating processes at the facility.

Deck of dry dock is walked looking for floatable debris. After cleared, a ten inch gate valve is opened to each tank (24 tanks), sea water enters the tanks, air is vented through vent pipes in the top of the dry dock wing walls as tanks fill (gravity flow) and the dry dock sinks to a predetermined level (depends on the draft of the vessel being dry docked). The 10-inch gate valve is closed, vessel being docked is floated into place and secured with ropes. The FLYGT pumps are turned on pumping the ballast water out of the dry dock ballast tanks overboard through the wing wall of the dry dock (see Attachment D, Site Maps) as the water is being pumped out, the dry dock rises back out of the water (floats). NOTE: during the sinking of the dry dock, the opening of the valves might be rotated to keep the dry dock balanced. Also, during the pumping out of the water might be rotated OFF and ON to keep the dry dock balanced (level).

<sup>1</sup>

[https://www.tceq.texas.gov/permitting/wastewater/industrial/TPDES\\_industrial\\_wastewater\\_steps.html](https://www.tceq.texas.gov/permitting/wastewater/industrial/TPDES_industrial_wastewater_steps.html)

- c. Provide a list of raw materials, major intermediates, and final products handled at the facility.

**Materials List**

| Raw Materials | Intermediate Products | Final Products |
|---------------|-----------------------|----------------|
| Steel         | Blasting Grit         |                |
|               | Paint                 |                |
|               | Welding Grit          |                |
|               |                       |                |
|               |                       |                |
|               |                       |                |
|               |                       |                |
|               |                       |                |
|               |                       |                |
|               |                       |                |
|               |                       |                |

**Attachment:** N/A

- d. Attach a facility map (drawn to scale) with the following information:

- Production areas, maintenance areas, materials-handling areas, waste-disposal areas, and water intake structures.
- The location of each unit of the WWTP including the location of wastewater collection sumps, impoundments, outfalls, and sampling points, if significantly different from outfall locations.

**Attachment:** D

- e. Is this a new permit application for an existing facility?

☐ Yes ☒ No

If **yes**, provide background discussion: [Click to enter text.](#)

- f. Is/will the treatment facility/disposal site be located above the 100-year frequency flood level.

☐ Yes ☒ No

List source(s) used to determine 100-year frequency flood plain: FEMA Flood Insurance Rate Map for Nueces County, Panels 485494 0304 and 0308

If **no**, provide the elevation of the 100-year frequency flood plain and describe what protective measures are used/proposed to prevent flooding (including tail water and rainfall run-on controls) of the treatment facility and disposal area: N/A since it is not a treatment facility

**Attachment:** N/A

- g. For **new** or **major amendment** permit applications, will any construction operations result in a discharge of fill material into a water in the state?

☐ Yes    ☐ No    ☒ N/A (renewal only)

- h. If **yes** to Item 1.g, has the applicant applied for a USACE CWA Chapter 404 Dredge and Fill permit?

☐ Yes    ☐ No

If **yes**, provide the permit number: [Click to enter text.](#)

If **no**, provide an approximate date of application submittal to the USACE: [Click to enter text.](#)

## Item 2. Treatment System (Instructions, Page 40)

- a. List any physical, chemical, or biological treatment process(es) used/proposed to treat wastewater at this facility. Include a description of each treatment process, starting with initial treatment and finishing with the outfall/point of disposal.

Dry dock ballast water, vessel wash water, vessel ballast water, void tank water and ballast and void tank wash water are discharged directly. No chemicals are added.

- b. Attach a flow schematic **with a water balance** showing all sources of water and wastewater flow into the facility, wastewater flow into and from each treatment unit, and wastewater flow to each outfall/point of disposal.

**Attachment:** N/A

## Item 3. Impoundments (Instructions, Page 40)

Does the facility use or plan to use any wastewater impoundments (e.g., lagoons or ponds?)

☐ Yes    ☒ No

If **no**, proceed to Item 4. If **yes**, complete **Item 3.a** for **existing** impoundments and **Items 3.a - 3.e** for **new or proposed** impoundments. **NOTE:** See instructions, Pages 40-42, for additional information on the attachments required by Items 3.a – 3.e.

- a. Complete the table with the following information for each existing, new, or proposed impoundment. Attach additional copies of the Impoundment Information table, if needed.

**Use Designation:** Indicate the use designation for each impoundment as Treatment (T), Disposal (D), Containment (C), or Evaporation (E).

**Associated Outfall Number:** Provide an outfall number if a discharge occurs or will occur.

**Liner Type:** Indicate the liner type as Compacted clay liner (C), In-situ clay liner (I), Synthetic/plastic/rubber liner (S), or Alternate liner (A). **NOTE:** See instructions for further detail on liner specifications. If an alternate liner (A) is selected, include an attachment that provides a description of the alternate liner and any additional technical information necessary for an evaluation.

**Leak Detection System:** If any leak detection systems are in place/planned, enter Y for yes. Otherwise, enter N for no.

**Groundwater Monitoring Wells and Data:** If groundwater monitoring wells are in place/planned, enter Y for yes. Otherwise, enter N for no. Attach any existing groundwater monitoring data.

**Dimensions:** Provide the dimensions, freeboard, surface area, storage capacity of the impoundments, and the maximum depth (not including freeboard). For impoundments with irregular shapes, submit surface area instead of length and width.

**Compliance with 40 CFR Part 257, Subpart D:** If the impoundment is required to be in compliance with 40 CFR Part 257, Subpart D, enter Y for yes. Otherwise, enter N for no.

**Date of Construction:** Enter the date construction of the impoundment commenced (mm/dd/yy).

#### Impoundment Information

| Parameter  | Pond # | Pond # | Pond # | Pond # |
|--|--------|--------|--------|--------|
| Use Designation: (T) (D) (C) or (E)                          |        |        |        |        |
| Associated Outfall Number                                    |        |        |        |        |
| Liner Type (C) (I) (S) or (A)                                |        |        |        |        |
| Alt. Liner Attachment Reference                              |        |        |        |        |
| Leak Detection System, Y/N                                   |        |        |        |        |
| Groundwater Monitoring Wells, Y/N                            |        |        |        |        |
| Groundwater Monitoring Data Attachment                       |        |        |        |        |
| Pond Bottom Located Above The Seasonal High-Water Table, Y/N |        |        |        |        |
| Length (ft)  |        |        |        |        |
| Width (ft)   |        |        |        |        |
| Max Depth From Water Surface (ft), Not Including Freeboard   |        |        |        |        |
| Freeboard (ft)   |        |        |        |        |
| Surface Area (acres)   |        |        |        |        |
| Storage Capacity (gallons)                                   |        |        |        |        |
| 40 CFR Part 257, Subpart D, Y/N                              |        |        |        |        |
| Date of Construction   |        |        |        |        |



**Attachment:** [Click to enter text.](#)

The following information (**Items 3.b – 3.e**) is required only for **new or proposed** impoundments.

- b. For new or proposed impoundments, attach any available information on the following items. If attached, check **yes** in the appropriate box. Otherwise, check **no** or **not yet designed**.

1. Liner data

☐ Yes      ☐ No      ☐ Not yet designed

2. Leak detection system or groundwater monitoring data

☐ Yes      ☐ No      ☐ Not yet designed

3. Groundwater impacts

☐ Yes      ☐ No      ☐ Not yet designed

**NOTE:** Item b.3 is required if the bottom of the pond is not above the seasonal high-water table in the shallowest water-bearing zone.

**Attachment:** [Click to enter text.](#)

**For TLAP applications: Items 3.c – 3.e are not required, continue to Item 4.**

- c. Attach a USGS map or a color copy of original quality and scale which accurately locates and identifies all known water supply wells and monitor wells within ½-mile of the impoundments.

**Attachment:** [Click to enter text.](#)

- d. Attach copies of State Water Well Reports (e.g., driller's logs, completion data, etc.), and data on depths to groundwater for all known water supply wells including a description of how the depths to groundwater were obtained.

**Attachment:** [Click to enter text.](#)

- e. Attach information pertaining to the groundwater, soils, geology, pond liner, etc. used to assess the potential for migration of wastes from the impoundments or the potential for contamination of groundwater or surface water.

**Attachment:** [Click to enter text.](#)

## **Item 4. Outfall/Disposal Method Information (Instructions, Page 42)**

Complete the following tables to describe the location and wastewater discharge or disposal operations for each outfall for discharge, and for each point of disposal for TLAP operations.

If there are more outfalls/points of disposal at the facility than the spaces provided, copies of pages 6 and/or numbered accordingly (i.e., page 6a, 6b, etc.) may be used to provide information on the additional outfalls.

**For TLAP applications:** Indicate the disposal method and each individual irrigation area **I**, evaporation pond **E**, or subsurface drainage system **S** by providing the appropriate letter designation for the disposal method followed by a numerical designation for each disposal

area in the space provided for **Outfall** number (e.g. E1 for evaporation pond 1, I2 for irrigation area No. 2, etc.).

#### Outfall Longitude and Latitude

| Outfall No. | Latitude (Decimal Degrees) | Longitude (Decimal Degrees) |
|-------------|----------------------------|-----------------------------|
| 001         | 27.825025                  | 97.437927                   |
| 002         | 27.825025                  | 97.437927                   |
|             |                            |                             |

#### Outfall Location Description

| Outfall No. | Location Description  |
|-------------|---|
| 001         | Dry Dock located within the Corpus Christi Inner Harbor Segment Number 2484 |
| 002         | Located within the Corpus Christi Inner Harbor Segment Number 2484          |
|             |   |

#### Description of Sampling Point(s) (if different from Outfall location)

| Outfall No. | Description of sampling point |
|-------------|-------------------------------|
|             |                               |
|             |                               |
|             |                               |

#### Outfall Flow Information - Permitted and Proposed

| Outfall No. | Permitted Daily Avg Flow (MGD) | Permitted Daily Max Flow (MGD) | Proposed Daily Avg Flow (MGD) | Proposed Daily Max Flow (MGD) | Anticipated Discharge Date (mm/dd/yy) |
|-------------|--------------------------------|--------------------------------|-------------------------------|-------------------------------|---------------------------------------|
| 001         | Variable                       | Variable                       | Intermittent                  | Intermittent                  |                                       |
| 002         | Variable                       | Variable                       | Intermittent                  | Intermittent                  |                                       |
|             |                                |                                |                               |                               |                                       |

#### Outfall Discharge - Method and Measurement

| Outfall No. | Pumped Discharge? Y/N | Gravity Discharge? Y/N | Type of Flow Measurement Device Used |
|-------------|-----------------------|------------------------|--------------------------------------|
| 001         | Y                     | N                      | Measurements and calculations        |
| 002         | Y                     | N                      | Measurements and calculations        |
|             |                       |                        |                                      |

#### Outfall Discharge - Flow Characteristics

| Outfall No. | Intermittent Discharge? Y/N | Continuous Discharge? Y/N | Seasonal Discharge? Y/N | Discharge Duration (hrs/day) | Discharge Duration (days/mo) | Discharge Duration (mo/yr) |
|-------------|-----------------------------|---------------------------|-------------------------|------------------------------|------------------------------|----------------------------|
| 001         | Y                           | N                         | N                       | 2                            | 4                            | 12                         |

| Outfall No. | Intermittent Discharge?<br>Y/N | Continuous Discharge?<br>Y/N | Seasonal Discharge?<br>Y/N | Discharge Duration<br>(hrs/day) | Discharge Duration<br>(days/mo) | Discharge Duration<br>(mo/yr) |
|-------------|--------------------------------|------------------------------|----------------------------|---------------------------------|---------------------------------|-------------------------------|
| 002         | Y                              | N                            | N                          | 3                               | 4                               | 12                            |
|             |                                |                              |                            |                                 |                                 |                               |

#### Outfall Wastestream Contributions

##### Outfall No. 001

| Contributing Wastestream  | Volume (MGD) | Percent (%) of Total Flow |
|---|--------------|---------------------------|
| Dry Dock  | Intermittent | 99                        |
| Vessel Wash Water   | Intermittent | <1                        |
|   |              |                           |
| Note: Due to nature of work, vessel may be on dry dock from one day to an average of 30 days prior to the next discharge. A few have been longer than six weeks. In some cases, multiple vessels may be dry docked in one day, depending on project (i.e. patching, painting, etc.) |              |                           |
|   |              |                           |
|   |              |                           |
|   |              |                           |
|   |              |                           |
|   |              |                           |

##### Outfall No. 002

| Contributing Wastestream          | Volume (MGD) | Percent (%) of Total Flow |
|-----------------------------------|--------------|---------------------------|
| Vessel Ballast Water              | Intermittent | <1                        |
| Void Tanks Water                  | Intermittent | <1                        |
| Void Tanks and Ballast Wash Water | Intermittent | <1                        |
|                                   |              |                           |
|                                   |              |                           |
|                                   |              |                           |
|                                   |              |                           |
|                                   |              |                           |
|                                   |              |                           |

##### Outfall No. Click to enter text.

| Contributing Wastestream | Volume (MGD) | Percent (%) of Total Flow |
|--------------------------|--------------|---------------------------|
|                          |              |                           |

| Contributing Wastestream | Volume (MGD) | Percent (%) of Total Flow |
|--------------------------|--------------|---------------------------|
|                          |              |                           |
|                          |              |                           |
|                          |              |                           |
|                          |              |                           |
|                          |              |                           |
|                          |              |                           |
|                          |              |                           |
|                          |              |                           |

Attachment: [Click to enter text.](#)

## Item 5. Blowdown and Once-Through Cooling Water Discharges (Instructions, Page 43)

a. Indicate if the facility currently or proposes to:

- ☐ Yes ☒ No      Use cooling towers that discharge blowdown or other wastestreams  
☐ Yes ☒ No      Use boilers that discharge blowdown or other wastestreams  
☐ Yes ☒ No      Discharge once-through cooling water

**NOTE:** If the facility uses or plans to use cooling towers or once-through cooling water, Item 12 **is required**.

b. If **yes** to any of the above, attach an SDS with the following information for each chemical additive.

- Manufacturers Product Identification Number
- Product use (e.g., biocide, fungicide, corrosion inhibitor, etc.)
- Chemical composition including CASRN for each ingredient
- Classify product as non-persistent, persistent, or bioaccumulative
- Product or active ingredient half-life
- Frequency of product use (e.g., 2 hours/day once every two weeks)
- Product toxicity data specific to fish and aquatic invertebrate organisms
- Concentration of whole product or active ingredient, as appropriate, in wastestream.

In addition to each SDS, attach a summary of the above information for each specific wastestream and the associated chemical additives. Specify which outfalls are affected.

Attachment: [Click to enter text.](#)

c. Cooling Towers and Boilers

If the facility currently or proposes to use cooling towers or boilers that discharge blowdown or other wastestreams to the outfall(s), complete the following table.

## Cooling Towers and Boilers

| Type of Unit   | Number of Units | Daily Avg Blowdown (gallons/day) | Daily Max Blowdown (gallons/day) |
|----------------|-----------------|----------------------------------|----------------------------------|
| Cooling Towers |                 |                                  |                                  |
| Boilers        |                 |                                  |                                  |

## Item 6. Stormwater Management (Instructions, Page 44)

Will any existing/proposed outfalls discharge stormwater associated with industrial activities, as defined at 40 CFR § 122.26(b)(14), commingled with any other wastestream?

☐ Yes ☒ No

If **yes**, briefly describe the industrial processes and activities that occur outdoors or in a manner which may result in exposure of the activities or materials to stormwater: [Click to enter text.](#)

## Item 7. Domestic Sewage, Sewage Sludge, and Septage Management and Disposal (Instructions, Page 44)

**Domestic Sewage** - Waste and wastewater from humans or household operations that is discharged to a wastewater collection system or otherwise enters a treatment works.

- a. Check the box next to the appropriate method of domestic sewage and domestic sewage sludge treatment or disposal. Complete Worksheet 5.0 or Item 7.b if directed to do so.
- ☒ Domestic sewage is routed (i.e., connected to or transported to) to a WWTP permitted to receive domestic sewage for treatment, disposal, or both. Complete Item 7.b.
  - ☐ Domestic sewage disposed of by an on-site septic tank and drainfield system. Complete Item 7.b.
  - ☐ Domestic and industrial treatment sludge ARE commingled prior to use or disposal.
  - ☐ Industrial wastewater and domestic sewage are treated separately, and the respective sludge IS NOT commingled prior to sludge use or disposal. Complete Worksheet 5.0.
  - ☐ Facility is a POTW. Complete Worksheet 5.0.
  - ☐ Domestic sewage is not generated on-site.
  - ☐ Other (e.g., portable toilets), specify and Complete Item 7.b: [Click to enter text.](#)
- b. Provide the name and TCEQ, NPDES, or TPDES Permit No. of the waste-disposal facility which receives the domestic sewage/septage. If hauled by motorized vehicle, provide the name and TCEQ Registration No. of the hauler.

### Domestic Sewage Plant/Hauler Name

| Plant/Hauler Name  | Permit/Registration No. |
|--|-------------------------|
| From ships – City of Corpus Christi POTW (AMW Construction, LLC) | RN105034912             |
| From buildings on site – (AMW Construction, LLC)                 | RN105034912             |

## Item 8. Improvements or Compliance/Enforcement Requirements (Instructions, Page 45)

- a. Is the permittee currently required to meet any implementation schedule for compliance or enforcement?
- ☐ Yes ☒ No
- b. Has the permittee completed or planned for any improvements or construction projects?
- ☐ Yes ☒ No
- c. If **yes** to either 8.a or 8.b, provide a brief summary of the requirements and a status update: [Click to enter text.](#)

## Item 9. Toxicity Testing (Instructions, Page 45)

Have any biological tests for acute or chronic toxicity been made on any of the discharges or on a receiving water in relation to the discharge within the last three years?

☐ Yes ☒ No

If **yes**, identify the tests and describe their purposes: [Click to enter text.](#)

Additionally, attach a copy of all tests performed which **have not** been submitted to the TCEQ or EPA. **Attachment:** [N/A](#)

## Item 10. Off-Site/Third Party Wastes (Instructions, Page 45)

- a. Does or will the facility receive wastes from off-site sources for treatment at the facility, disposal on-site via land application, or discharge via a permitted outfall?
- ☐ Yes ☒ No

If **yes**, provide responses to Items 10.b through 10.d below.

If **no**, proceed to Item 11.

- b. Attach the following information to the application:
- List of wastes received (including volumes, characterization, and capability with on-site wastes).
  - Identify the sources of wastes received (including the legal name and addresses of the generators).
  - Description of the relationship of waste source(s) with the facility's activities.

**Attachment:** [Click to enter text.](#)

- c. Is or will wastewater from another TCEQ, NPDES, or TPDES permitted facility commingled with this facility's wastewater after final treatment and prior to discharge via the final outfall/point of disposal?
- ☐ Yes ☐ No

If **yes**, provide the name, address, and TCEQ, NPDES, or TPDES permit number of the contributing facility and a copy of any agreements or contracts relating to this activity.

**Attachment:** [Click to enter text.](#)

d. Is this facility a POTW that accepts/will accept process wastewater from any SIU and has/is required to have an approved pretreatment program under the NPDES/TPDES program?

☐ Yes ☐ No

If **yes**, **Worksheet 6.0** of this application **is required**.

## Item 11. Radioactive Materials (Instructions, Page 46)

a. Are/will radioactive materials be mined, used, stored, or processed at this facility?

☐ Yes ☒ No

If **yes**, use the following table to provide the results of one analysis of the effluent for all radioactive materials that may be present. Provide results in pCi/L.

### Radioactive Materials Mined, Used, Stored, or Processed

| Radioactive Material Name | Concentration (pCi/L) |
|---------------------------|-----------------------|
|                           |                       |
|                           |                       |
|                           |                       |
|                           |                       |

b. Does the applicant or anyone at the facility have any knowledge or reason to believe that radioactive materials may be present in the discharge, including naturally occurring radioactive materials in the source waters or on the facility property?

☐ Yes ☒ No

If **yes**, use the following table to provide the results of one analysis of the effluent for all radioactive materials that may be present. Provide results in pCi/L. Do not include information provided in response to Item 11.a.

### Radioactive Materials Present in the Discharge

| Radioactive Material Name | Concentration (pCi/L) |
|---------------------------|-----------------------|
|                           |                       |
|                           |                       |
|                           |                       |
|                           |                       |

## Item 12. Cooling Water (Instructions, Page 46)

a. Does the facility use or propose to use water for cooling purposes?

- ☐ Yes
- ☒ No
- ☐ Decommissioned: [Click to enter text.](#)
- ☐ To Be Decommissioned: [Click to enter text.](#)

If **yes**, complete Items 12.b thru 12.f. If **no**, stop here.

If **decommissioned**, provide the date operation ceased and stop here.

If to **be decommissioned**, provide the date operation is anticipated to cease and stop here.

b. Cooling water is/will be obtained from a groundwater source (e.g., on-site well).

☐ Yes ☐ No

If **yes**, stop here. If **no**, continue.

c. Cooling Water Supplier

1. Provide the name of the owner(s) and operator(s) for the CWIS that supplies or will supply water for cooling purposes to the facility.

**Cooling Water Intake Structure(s) Owner(s) and Operator(s)**

|                 |  |  |  |  |
|-----------------|--|--|--|--|
| <b>CWIS ID</b>  |  |  |  |  |
| <b>Owner</b>    |  |  |  |  |
| <b>Operator</b> |  |  |  |  |

2. Cooling water is/will be obtained from a Public Water Supplier (PWS)

☐ No ☐ Yes; PWS No.: [Click to enter text.](#)

If **no**, continue. If **yes**, provide the PWS Registration No. and stop here.

3. Cooling water is/will be obtained from a reclaimed water source?

☐ No ☐ Yes; Auth No.: [Click to enter text.](#)

If **no**, continue. If **yes**, provide the Reuse Authorization No. and stop here.

4. Cooling water is/will be obtained from an Independent Supplier

☐ No ☐ Yes; AIF: [Click to enter text.](#)

If **no**, proceed to Item 12.d. If **yes**, provide the actual intake flow of the Independent Supplier's CWIS that is/will be used to provide water for cooling purposes and proceed.

d. 316(b) General Criteria

1. The CWIS(s) used to provide water for cooling purposes to the facility has or will have a cumulative design intake flow of 2 MGD or greater.

☐ Yes ☐ No

2. At least 25% of the total water withdrawn by the CWIS(s) is/will be used at the facility exclusively for cooling purposes on an annual average basis.

☐ Yes ☐ No

3. The CWIS(s) withdraw(s)/propose(s) to withdraw water for cooling purposes from surface waters that meet the definition of Waters of the United States in *40 CFR § 122.2*.

☐ Yes ☐ No. Explanation: [Click to enter text.](#)

If **no**, provide an explanation of how the waterbody does not meet the definition of Waters of the United States in *40 CFR § 122.2*.



If **yes** to all three questions in Item 12.d, the facility **meets** the minimum criteria to be subject to the full requirements of Section 316(b) of the CWA. Proceed to **Item 12.f**.

If **no** to any of the questions in Item 12.d, the facility **does not meet** the minimum criteria to be subject to the full requirements of Section 316(b) of the CWA; however, a determination is required based upon BPJ. Proceed to **Item 12.e**.

- e. The facility does not meet the minimum requirements to be subject to the fill requirements of Section 316(b) **and uses/proposes to use cooling towers**.

☐ Yes ☐ No

If **yes**, stop here. If **no**, complete Worksheet 11.0, Items 1.a, 1.b.1-3 and 6, 2.b.1, and 3.a to allow for a determination based upon BPJ.

f. Oil and Gas Exploration and Production

1. The facility is subject to requirements at 40 CFR Part 435, Subparts A or D.

☐ Yes ☐ No

If **yes**, continue. If **no**, skip to Item 12.g.

2. The facility is an existing facility as defined at 40 CFR § 125.92(k) or a new unit at an existing facility as defined at 40 CFR § 125.92(u).

☐ Yes ☐ No

If **yes**, complete Worksheet 11.0, Items 1.a, 1.b.1-3 and 6, 2.b.1, and 3.a to allow for a determination based upon BPJ. If **no**, skip to Item 12.g.3.

g. Compliance Phase and Track Selection

1. Phase I – New facility subject to 40 CFR Part 125, Subpart I

☐ Yes ☐ No

If **yes**, check the box next to the compliance track selection, attach the requested information, and complete Worksheet 11.0, Items 2 and 3, and Worksheet 11.2.

☐ Track I – AIF greater than 2 MGD, but less than 10 MGD

- Attach information required by *40 CFR §§ 125.86(b)(2)-(4)*.

☐ Track I – AIF greater than 10 MGD

- Attach information required by *40 CFR § 125.86(b)*.

☐ Track II

- Attach information required by *40 CFR § 125.86(c)*.

**Attachment:**

2. Phase II – Existing facility subject to 40 CFR Part 125, Subpart J

☐ Yes ☐ No

If **yes**, complete Worksheets 11.0 through 11.3, as applicable.

3. Phase III – New facility subject to 40 CFR Part 125, Subpart N

☐ Yes ☐ No

If **yes**, check the box next to the compliance track selection and provide the requested information.

☐ Track I – Fixed facility

- Attach information required by 40 CFR § 125.136(b) and complete Worksheet 11.0, Items 2 and 3, and Worksheet 11.2.

☐ Track I – Not a fixed facility

- Attach information required by 40 CFR § 125.136(b) and complete Worksheet 11.0, Item 2 (except CWIS latitude/longitude under Item 2.a).

☐ Track II – Fixed facility

- Attach information required by 40 CFR § 125.136(c) and complete Worksheet 11.0, Items 2 and 3.

**Attachment:** [Click to enter text.](#)

## Item 13. Permit Change Requests (Instructions, Page 48)

This item is only applicable to existing permitted facilities.

a. Is the facility requesting a **major amendment** of an existing permit?

☐ Yes ☒ No

If **yes**, list each request individually and provide the following information: 1) detailed information regarding the scope of each request and 2) a justification for each request. Attach any supplemental information or additional data to support each request.

[Click to enter text.](#)

b. Is the facility requesting any **minor amendments** to the permit?

☐ Yes ☒ No

If **yes**, list and describe each change individually.

[Click to enter text.](#)

c. Is the facility requesting any **minor modifications** to the permit?

☐ Yes ☒ No

If **yes**, list and describe each change individually.

Click to enter text.

## Item 14. Laboratory Accreditation (Instructions, Page 49)

All laboratory tests performed must meet the requirements of *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification*, which includes the following general exemptions from National Environmental Laboratory Accreditation Program (NELAP) certification requirements:

- The laboratory is an in-house laboratory and is:
  - periodically inspected by the TCEQ; or
  - located in another state and is accredited or inspected by that state; or
  - performing work for another company with a unit located in the same site; or
  - performing pro bono work for a governmental agency or charitable organization.
- The laboratory is accredited under federal law.
- The data are needed for emergency-response activities, and a laboratory accredited under the Texas Laboratory Accreditation Program is not available.
- The laboratory supplies data for which the TCEQ does not offer accreditation.

The applicant should review *30 TAC Chapter 25* for specific requirements.

The following certification statement shall be signed and submitted with every application. See the *Signature Page* section in the Instructions, for a list of designated representatives who may sign the certification.

### CERTIFICATION:

I certify that all laboratory tests submitted with this application meet the requirements of *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification*.

Printed Name: Gasper D'Anna

Title: President

Signature: \_\_\_\_\_

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

# INDUSTRIAL WASTEWATER PERMIT APPLICATION

## WORKSHEET 1.0: EPA CATEGORICAL EFFLUENT GUIDELINES

This worksheet **is required** for all applications for TPDES permits for discharges of wastewaters subject to EPA categorical effluent limitation guidelines (ELGs).

### Item 1. Categorical Industries (Instructions, Page 53)

Is this facility subject to any 40 CFR categorical ELGs outlined on page 53 of the instructions?

☐ Yes ☒ No

If **no**, this worksheet is not required. If **yes**, provide the appropriate information below.

#### 40 CFR Effluent Guideline

| Industry | 40 CFR Part |
|----------|-------------|
|          |             |
|          |             |
|          |             |
|          |             |
|          |             |
|          |             |
|          |             |
|          |             |

### Item 2. Production/Process Data (Instructions, Page 54)

**NOTE:** For all TPDES permit applications requesting individual permit coverage for discharges of oil and gas exploration and production wastewater (discharges into or adjacent to water in the state, falling under the Oil and Gas Extraction Effluent Guidelines – 40 CFR Part 435), see Worksheet 12.0, Item 2 instead.

#### a. Production Data

Provide appropriate data for effluent guidelines with production-based effluent limitations.

#### Production Data

| Subcategory | Actual Quantity/Day | Design Quantity/Day | Units |
|-------------|---------------------|---------------------|-------|
|             |                     |                     |       |
|             |                     |                     |       |
|             |                     |                     |       |
|             |                     |                     |       |
|             |                     |                     |       |
|             |                     |                     |       |

**b. Organic Chemicals, Plastics, and Synthetic Fibers Manufacturing Data (40 CFR Part 414)**

Provide each applicable subpart and the percent of total production. Provide data for metal-bearing and cyanide-bearing wastestreams, as required by *40 CFR Part 414, Appendices A and B*.

**Percentage of Total Production**

| Subcategory | Percent of Total Production | Appendix A and B - Metals | Appendix A - Cyanide |
|-------------|-----------------------------|---------------------------|----------------------|
|             |                             |                           |                      |
|             |                             |                           |                      |
|             |                             |                           |                      |
|             |                             |                           |                      |
|             |                             |                           |                      |
|             |                             |                           |                      |
|             |                             |                           |                      |

**c. Refineries (40 CFR Part 419)**

Provide the applicable subcategory and a brief justification.

Click to enter text.

**Item 3. Process/Non-Process Wastewater Flows (Instructions, Page 54)**

Provide a breakdown of wastewater flow(s) generated by the facility, including both process and non-process wastewater flow(s). Specify which wastewater flows are to be authorized for discharge under this permit and the disposal practices for wastewater flows, excluding domestic, which are not to be authorized for discharge under this permit.

Click to enter text.

## Item 4. New Source Determination (Instructions, Page 54)

Provide a list of all wastewater-generating processes subject to EPA categorical ELGs, identify the appropriate guideline Part and Subpart, and provide the date the process/construction commenced.

### Wastewater Generating Processes Subject to Effluent Guidelines

| Process | EPA Guideline Part | EPA Guideline Subpart | Date Process/<br>Construction<br>Commenced |
|---------|--------------------|-----------------------|--|
|         |                    |                       |  |
|         |                    |                       |  |
|         |                    |                       |  |
|         |                    |                       |  |
|         |                    |                       |  |
|         |                    |                       |  |
|         |                    |                       |  |
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|         |                    |                       |  |
|         |                    |                       |  |
|         |                    |                       |  |
|         |                    |                       |  |
|         |                    |                       |  |
|         |                    |                       |  |

None of these pollutants are used at the facility or could reasonably contribute to contamination in the wastewater streams.

## INDUSTRIAL WASTEWATER PERMIT APPLICATION WORKSHEET 2.0: POLLUTANT ANALYSIS

Worksheet 2.0 is **required** for all applications submitted for a TPDES permit. Worksheet 2.0 is not required for applications for a permit to dispose of all wastewater by land disposal or for discharges solely of stormwater associated with industrial activities.

### Item 1. General Testing Requirements (Instructions, Page 55)

- a. Provide the date range of all sampling events conducted to obtain the analytical data submitted with this application (e.g., 05/01/2018-05/30/2018): 8/14/2025
- b. ☐ Check the box to confirm all samples were collected no more than 12 months prior to the date of application submittal.
- c. Read the general testing requirements in the instructions for important information about sampling, test methods, and MALs. If a contact laboratory was used, attach a list which includes the name, contact information, and pollutants analyzed for each laboratory/firm.  
**Attachment:** [Click to enter text.](#)

### Item 2. Specific Testing Requirements (Instructions, Page 56)

Attach correspondence from TCEQ approving submittal of less than the required number of samples, if applicable. **Attachment:** N/A

#### TABLE 1 and TABLE 2 (Instructions, Page 58)

Completion of Tables 1 and 2 is required for all external outfalls for all TPDES permit applications.

Table 1 for Outfall No.: 001

Samples are (check one): ☐ Composite ☒ Grab

| Pollutant               | Sample 1<br>(mg/L) | Sample 2<br>(mg/L) | Sample 3<br>(mg/L) | Sample 4<br>(mg/L) |
|-------------------------|--------------------|--------------------|--------------------|--------------------|
| BOD (5-day)             | N/A                |                    |                    |                    |
| CBOD (5-day)            | N/A                |                    |                    |                    |
| Chemical oxygen demand  | N/A                |                    |                    |                    |
| Total organic carbon    | N/A                |                    |                    |                    |
| Dissolved oxygen        | N/A                |                    |                    |                    |
| Ammonia nitrogen        | N/A                |                    |                    |                    |
| Total suspended solids  | 0.0                |                    |                    |                    |
| Nitrate nitrogen        | N/A                |                    |                    |                    |
| Total organic nitrogen  | N/A                |                    |                    |                    |
| Total phosphorus        | N/A                |                    |                    |                    |
| Oil and grease          | 0                  |                    |                    |                    |
| Total residual chlorine | N/A                |                    |                    |                    |

| Pollutant                        | Sample 1<br>(mg/L) | Sample 2<br>(mg/L) | Sample 3<br>(mg/L) | Sample 4<br>(mg/L) |
|----------------------------------|--------------------|--------------------|--------------------|--------------------|
| Total dissolved solids           | N/A                |                    |                    |                    |
| Sulfate                          | N/A                |                    |                    |                    |
| Chloride                         | N/A                |                    |                    |                    |
| Fluoride                         | N/A                |                    |                    |                    |
| Total alkalinity (mg/L as CaCO3) | N/A                |                    |                    |                    |
| Temperature (°F)                 | N/A                |                    |                    |                    |
| pH (standard units)              | 8.04               |                    |                    |                    |

Table 2 for Outfall No.: 001

Samples are (check one): ☐ Composite ☒ Grab

| Pollutant            | Sample 1<br>(µg/L) | Sample 2<br>(µg/L) | Sample 3<br>(µg/L) | Sample 4<br>(µg/L) | MAL (µg/L)   |
|----------------------|--------------------|--------------------|--------------------|--------------------|--------------|
| Aluminum, total      | N/A                |                    |                    |                    | 2.5          |
| Antimony, total      | N/A                |                    |                    |                    | 5            |
| Arsenic, total       | N/A                |                    |                    |                    | 0.5          |
| Barium, total        | N/A                |                    |                    |                    | 3            |
| Beryllium, total     | N/A                |                    |                    |                    | 0.5          |
| Cadmium, total       | N/A                |                    |                    |                    | 1            |
| Chromium, total      | N/A                |                    |                    |                    | 3            |
| Chromium, hexavalent | N/A                |                    |                    |                    | 3            |
| Chromium, trivalent  | N/A                |                    |                    |                    | N/A          |
| Copper, total        | N/A                |                    |                    |                    | 2            |
| Cyanide, available   | N/A                |                    |                    |                    | 2/10         |
| Lead, total          | N/A                |                    |                    |                    | 0.5          |
| Mercury, total       | N/A                |                    |                    |                    | 0.005/0.0005 |
| Nickel, total        | N/A                |                    |                    |                    | 2            |
| Selenium, total      | N/A                |                    |                    |                    | 5            |
| Silver, total        | N/A                |                    |                    |                    | 0.5          |
| Thallium, total      | N/A                |                    |                    |                    | 0.5          |
| Zinc, total          | N/A                |                    |                    |                    | 5.0          |

Table 1 for Outfall No.: 002

Samples are (check one): ☐ Composite ☒ Grab

| Pollutant              | Sample 1<br>(mg/L) | Sample 2<br>(mg/L) | Sample 3<br>(mg/L) | Sample 4<br>(mg/L) |
|------------------------|--------------------|--------------------|--------------------|--------------------|
| BOD (5-day)            | <1.00              |                    |                    |                    |
| CBOD (5-day)           | 1.32               |                    |                    |                    |
| Chemical oxygen demand | <35.0              |                    |                    |                    |



| Pollutant                        | Sample 1<br>(mg/L) | Sample 2<br>(mg/L) | Sample 3<br>(mg/L) | Sample 4<br>(mg/L) |
|----------------------------------|--------------------|--------------------|--------------------|--------------------|
| Total organic carbon             | 0.979              |                    |                    |                    |
| Dissolved oxygen                 | 9.44               |                    |                    |                    |
| Ammonia nitrogen                 | <0.100             |                    |                    |                    |
| Total suspended solids           | <2.50              |                    |                    |                    |
| Nitrate nitrogen                 | 0.334              |                    |                    |                    |
| Total organic nitrogen           | 0.334              |                    |                    |                    |
| Total phosphorus                 | <0.0500            |                    |                    |                    |
| Oil and grease                   | <5.00              |                    |                    |                    |
| Total residual chlorine          | N/A                |                    |                    |                    |
| Total dissolved solids           | 388                |                    |                    |                    |
| Sulfate                          | 17.4               |                    |                    |                    |
| Chloride                         | 56.1               |                    |                    |                    |
| Fluoride                         | 0.930              |                    |                    |                    |
| Total alkalinity (mg/L as CaCO3) | 210                |                    |                    |                    |
| Temperature (°F)                 | N/A                |                    |                    |                    |
| pH (standard units)              | 9.06               |                    |                    |                    |

Table 2 for Outfall No.: **002**

Samples are (check one): ☐ Composite ☒ Grab

| Pollutant            | Sample 1<br>(µg/L) | Sample 2<br>(µg/L) | Sample 3<br>(µg/L) | Sample 4<br>(µg/L) | MAL (µg/L)   |
|----------------------|--------------------|--------------------|--------------------|--------------------|--------------|
| Aluminum, total      | <0.200             |                    |                    |                    | 2.5          |
| Antimony, total      | N/A                |                    |                    |                    | 5            |
| Arsenic, total       | N/A                |                    |                    |                    | 0.5          |
| Barium, total        | N/A                |                    |                    |                    | 3            |
| Beryllium, total     | <0.00200           |                    |                    |                    | 0.5          |
| Cadmium, total       | <0.00200           |                    |                    |                    | 1            |
| Chromium, total      | <0.0100            |                    |                    |                    | 3            |
| Chromium, hexavalent | N/A                |                    |                    |                    | 3            |
| Chromium, trivalent  | N/A                |                    |                    |                    | N/A          |
| Copper, total        | N/A                |                    |                    |                    | 2            |
| Cyanide, available   | N/A                |                    |                    |                    | 2/10         |
| Lead, total          | N/A                |                    |                    |                    | 0.5          |
| Mercury, total       | N/A                |                    |                    |                    | 0.005/0.0005 |
| Nickel, total        | N/A                |                    |                    |                    | 2            |
| Selenium, total      | N/A                |                    |                    |                    | 5            |

| Pollutant       | Sample 1<br>(µg/L) | Sample 2<br>(µg/L) | Sample 3<br>(µg/L) | Sample 4<br>(µg/L) | MAL (µg/L) |
|-----------------|--------------------|--------------------|--------------------|--------------------|------------|
| Silver, total   | N/A                |                    |                    |                    | 0.5        |
| Thallium, total | N/A                |                    |                    |                    | 0.5        |
| Zinc, total     | N/A                |                    |                    |                    | 5.0        |

**TABLE 3 (Instructions, Page 58)**

**Completion** of Table 3 **is required** for all **external outfalls** which discharge process wastewater.

**Partial completion** of Table 3 **is required** for all **external outfalls** which discharge non-process wastewater and stormwater associated with industrial activities commingled with other wastestreams (see instructions for additional guidance).

Table 5 for Outfall No.: N/A

Samples are (check one): ☐ Composite ☐ Grab

| Pollutant                                      | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(µg/L)* |
|--|---------------------|---------------------|---------------------|---------------------|----------------|
| Acrylonitrile                                  |                     |                     |                     |                     | 50             |
| Anthracene                                     |                     |                     |                     |                     | 10             |
| Benzene  |                     |                     |                     |                     | 10             |
| Benzidine                                      |                     |                     |                     |                     | 50             |
| Benzo(a)anthracene                             |                     |                     |                     |                     | 5              |
| Benzo(a)pyrene                                 |                     |                     |                     |                     | 5              |
| Bis(2-chloroethyl)ether                        |                     |                     |                     |                     | 10             |
| Bis(2-ethylhexyl)phthalate                     |                     |                     |                     |                     | 10             |
| Bromodichloromethane<br>[Dichlorobromomethane] |                     |                     |                     |                     | 10             |
| Bromoform                                      |                     |                     |                     |                     | 10             |
| Carbon tetrachloride                           |                     |                     |                     |                     | 2              |
| Chlorobenzene                                  |                     |                     |                     |                     | 10             |
| Chlorodibromomethane<br>[Dibromochloromethane] |                     |                     |                     |                     | 10             |
| Chloroform                                     |                     |                     |                     |                     | 10             |
| Chrysene                                       |                     |                     |                     |                     | 5              |
| m-Cresol [3-Methylphenol]                      |                     |                     |                     |                     | 10             |
| o-Cresol [2-Methylphenol]                      |                     |                     |                     |                     | 10             |
| p-Cresol [4-Methylphenol]                      |                     |                     |                     |                     | 10             |
| 1,2-Dibromoethane                              |                     |                     |                     |                     | 10             |

| Pollutant                                      | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(µg/L)* |
|--|---------------------|---------------------|---------------------|---------------------|----------------|
| m-Dichlorobenzene<br>[1,3-Dichlorobenzene]     |                     |                     |                     |                     | 10             |
| o-Dichlorobenzene<br>[1,2-Dichlorobenzene]     |                     |                     |                     |                     | 10             |
| p-Dichlorobenzene<br>[1,4-Dichlorobenzene]     |                     |                     |                     |                     | 10             |
| 3,3'-Dichlorobenzidine                         |                     |                     |                     |                     | 5              |
| 1,2-Dichloroethane                             |                     |                     |                     |                     | 10             |
| 1,1-Dichloroethene<br>[1,1-Dichloroethylene]   |                     |                     |                     |                     | 10             |
| Dichloromethane<br>[Methylene chloride]        |                     |                     |                     |                     | 20             |
| 1,2-Dichloropropane                            |                     |                     |                     |                     | 10             |
| 1,3-Dichloropropene<br>[1,3-Dichloropropylene] |                     |                     |                     |                     | 10             |
| 2,4-Dimethylphenol                             |                     |                     |                     |                     | 10             |
| Di-n-Butyl phthalate                           |                     |                     |                     |                     | 10             |
| Epichlorohydrin<br>(1-Chloro-2,3-epoxypropane) |                     |                     |                     |                     | ---            |
| Ethylbenzene                                   |                     |                     |                     |                     | 10             |
| Ethylene Glycol                                |                     |                     |                     |                     | ---            |
| Fluoride                                       |                     |                     |                     |                     | 500            |
| Hexachlorobenzene                              |                     |                     |                     |                     | 5              |
| Hexachlorobutadiene                            |                     |                     |                     |                     | 10             |
| Hexachlorocyclopentadiene                      |                     |                     |                     |                     | 10             |
| Hexachloroethane                               |                     |                     |                     |                     | 20             |
| 4,4'-Isopropylidenediphenol<br>(bisphenol A)   |                     |                     |                     |                     | 1              |
| Methyl ethyl ketone                            |                     |                     |                     |                     | 50             |
| Methyl tert-butyl ether (MTBE)                 |                     |                     |                     |                     | ---            |
| Nitrobenzene                                   |                     |                     |                     |                     | 10             |
| N-Nitrosodiethylamine                          |                     |                     |                     |                     | 20             |
| N-Nitroso-di-n-butylamine                      |                     |                     |                     |                     | 20             |
| Nonylphenol                                    |                     |                     |                     |                     | 333            |
| Pentachlorobenzene                             |                     |                     |                     |                     | 20             |
| Pentachlorophenol                              |                     |                     |                     |                     | 5              |

| Pollutant                                  | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(µg/L)* |
|--|---------------------|---------------------|---------------------|---------------------|----------------|
| Phenanthrene                               |                     |                     |                     |                     | 10             |
| Polychlorinated biphenyls (PCBs)<br>(**)   |                     |                     |                     |                     | 0.2            |
| Pyridine                                   |                     |                     |                     |                     | 20             |
| 1,2,4,5-Tetrachlorobenzene                 |                     |                     |                     |                     | 20             |
| 1,1,2,2-Tetrachloroethane                  |                     |                     |                     |                     | 10             |
| Tetrachloroethene<br>[Tetrachloroethylene] |                     |                     |                     |                     | 10             |
| Toluene                                    |                     |                     |                     |                     | 10             |
| 1,1,1-Trichloroethane                      |                     |                     |                     |                     | 10             |
| 1,1,2-Trichloroethane                      |                     |                     |                     |                     | 10             |
| Trichloroethene<br>[Trichloroethylene]     |                     |                     |                     |                     | 10             |
| 2,4,5-Trichlorophenol                      |                     |                     |                     |                     | 50             |
| TTHM (Total trihalomethanes)               |                     |                     |                     |                     | 10             |
| Vinyl chloride                             |                     |                     |                     |                     | 10             |

(\*) Indicate units if different from µg/L.

(\*\*) Total of detects for PCB-1242, PCB-1254, PCB-1221, PCB-1232, PCB-1248, PCB-1260, and PCB-1016. If all non-detects, enter the highest non-detect preceded by a "<".

#### TABLE 4 (Instructions, Pages 58-59)

Partial completion of Table 4 **is required** for each **external outfall** based on the conditions below.

##### a. Tributyltin

Is this facility an industrial/commercial facility which currently or proposes to directly dispose of wastewater from the types of operations listed below or a domestic facility which currently or proposes to receive wastewater from the types of industrial/commercial operations listed below?

☒ Yes ☐ No

If **yes**, check the box next to each of the following criteria which apply and provide the appropriate testing results in Table 4 below (check all that apply).

- ☐ Manufacturers and formulators of tributyltin or related compounds.
- ☐ Painting of ships, boats and marine structures.
- ☒ Ship and boat building and repairing.
- ☐ Ship and boat cleaning, salvage, wrecking and scaling.
- ☐ Operation and maintenance of marine cargo handling facilities and marinas.
- ☐ Facilities engaged in wood preserving.

- ☐ Any other industrial/commercial facility for which tributyltin is known to be present, or for which there is any reason to believe that tributyltin may be present in the effluent.

**b. Enterococci (discharge to saltwater)**

This facility discharges/proposes to discharge directly into saltwater receiving waters **and** Enterococci bacteria are expected to be present in the discharge based on facility processes.

- ☐ Yes ☒ No

Domestic wastewater is/will be discharged.

- ☐ Yes ☒ No

If **yes to either** question, provide the appropriate testing results in Table 4 below.

**c. E. coli (discharge to freshwater)**

This facility discharges/proposes to discharge directly into freshwater receiving waters **and** *E. coli* bacteria are expected to be present in the discharge based on facility processes.

- ☐ Yes ☒ No

Domestic wastewater is/will be discharged.

- ☐ Yes ☒ No

If **yes to either** question, provide the appropriate testing results in Table 4 below.

Table 6 for Outfall No.: **N/A**

Samples are (check one): ☐ Composite ☐ Grab

| Pollutant                          | Sample 1 | Sample 2 | Sample 3 | Sample 4 | MAL   |
|------------------------------------|----------|----------|----------|----------|-------|
| Tributyltin (µg/L)                 |          |          |          |          | 0.010 |
| Enterococci (cfu or MPN/100 mL)    |          |          |          |          | N/A   |
| <i>E. coli</i> (cfu or MPN/100 mL) |          |          |          |          | N/A   |

**TABLE 5 (Instructions, Page 59)**

**Completion** of Table 5 **is required** for all **external outfalls** which discharge process wastewater from a facility which manufactures or formulates pesticides or herbicides or other wastewaters which may contain pesticides or herbicides.

If this facility does not/will not manufacture or formulate pesticides or herbicides and does not/will not discharge other wastewaters that may contain pesticides or herbicides, check N/A.

- ☒ N/A

Table 7 for Outfall No.: [Click to enter text.](#)

Samples are (check one): ☐ Composite ☐ Grab

| Pollutant    | Sample 1 (µg/L)* | Sample 2 (µg/L)* | Sample 3 (µg/L)* | Sample 4 (µg/L)* | MAL (µg/L)* |
|--------------|------------------|------------------|------------------|------------------|-------------|
| Aldrin       |                  |                  |                  |                  | 0.01        |
| Carbaryl     |                  |                  |                  |                  | 5           |
| Chlordane    |                  |                  |                  |                  | 0.2         |
| Chlorpyrifos |                  |                  |                  |                  | 0.05        |

| Pollutant   | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(µg/L)* |
|---|---------------------|---------------------|---------------------|---------------------|----------------|
| 4,4'-DDD  |                     |                     |                     |                     | 0.1            |
| 4,4'-DDE  |                     |                     |                     |                     | 0.1            |
| 4,4'-DDT  |                     |                     |                     |                     | 0.02           |
| 2,4-D   |                     |                     |                     |                     | 0.7            |
| Danitol [Fenprothrin]                               |                     |                     |                     |                     | —              |
| Demeton   |                     |                     |                     |                     | 0.20           |
| Diazinon  |                     |                     |                     |                     | 0.5/0.1        |
| Dicofol [Kelthane]                                  |                     |                     |                     |                     | 1              |
| Dieldrin  |                     |                     |                     |                     | 0.02           |
| Diuron  |                     |                     |                     |                     | 0.090          |
| Endosulfan I ( <i>alpha</i> )                       |                     |                     |                     |                     | 0.01           |
| Endosulfan II ( <i>beta</i> )                       |                     |                     |                     |                     | 0.02           |
| Endosulfan sulfate                                  |                     |                     |                     |                     | 0.1            |
| Endrin  |                     |                     |                     |                     | 0.02           |
| Guthion<br>[Azinphos methyl]                        |                     |                     |                     |                     | 0.1            |
| Heptachlor  |                     |                     |                     |                     | 0.01           |
| Heptachlor epoxide                                  |                     |                     |                     |                     | 0.01           |
| Hexachlorocyclohexane<br>( <i>alpha</i> )           |                     |                     |                     |                     | 0.05           |
| Hexachlorocyclohexane<br>( <i>beta</i> )            |                     |                     |                     |                     | 0.05           |
| Hexachlorocyclohexane<br>( <i>gamma</i> ) [Lindane] |                     |                     |                     |                     | 0.05           |
| Hexachlorophene                                     |                     |                     |                     |                     | 10             |
| Malathion   |                     |                     |                     |                     | 0.1            |
| Methoxychlor  |                     |                     |                     |                     | 2.0            |
| Mirex   |                     |                     |                     |                     | 0.02           |
| Parathion (ethyl)                                   |                     |                     |                     |                     | 0.1            |
| Toxaphene   |                     |                     |                     |                     | 0.3            |
| 2,4,5-TP [Silvex]                                   |                     |                     |                     |                     | 0.3            |

\* Indicate units if different from µg/L.

TABLE 6 (Instructions, Page 59)

Completion of Table 6 is required for all external outfalls.

Table 8 for Outfall No.: **001 and 002**

Samples are (check one): ☐ Composite ☒ Grab

| Pollutants                    | Believed Present         | Believed Absent                     | Sample 1 (mg/L) | Sample 2 (mg/L) | Sample 3 (mg/L) | Sample 4 (mg/L) | MAL (µg/L)* |
|-------------------------------|--------------------------|-------------------------------------|-----------------|-----------------|-----------------|-----------------|-------------|
| Bromide                       | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                 |                 |                 |                 | 400         |
| Color (PCU)                   | <input type="checkbox"/> | <input type="checkbox"/>            |                 |                 |                 |                 | —           |
| Nitrate-Nitrite (as N)        | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                 |                 |                 |                 | —           |
| Sulfide (as S)                | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                 |                 |                 |                 | —           |
| Sulfite (as SO <sub>3</sub> ) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                 |                 |                 |                 | —           |
| Surfactants                   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                 |                 |                 |                 | —           |
| Boron, total                  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                 |                 |                 |                 | 20          |
| Cobalt, total                 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                 |                 |                 |                 | 0.3         |
| Iron, total                   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                 |                 |                 |                 | 7           |
| Magnesium, total              | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                 |                 |                 |                 | 20          |
| Manganese, total              | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                 |                 |                 |                 | 0.5         |
| Molybdenum, total             | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                 |                 |                 |                 | 1           |
| Tin, total                    | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                 |                 |                 |                 | 5           |
| Titanium, total               | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                 |                 |                 |                 | 30          |

**TABLE 7 (Instructions, Page 60)**

Check the box next to any of the industrial categories applicable to this facility. If no categories are applicable, check N/A. If GC/MS testing is required, check the box provided to confirm the testing results for the appropriate parameters are provided with the application.

☒ N/A

**Table 9 for Applicable Industrial Categories**

| Industrial Category   | 40 CFR Part | Volatiles Table 8            | Acids Table 9                | Bases/Neutrals Table 10      | Pesticides Table 11          |
|---|-------------|------------------------------|------------------------------|------------------------------|------------------------------|
| <input type="checkbox"/> Adhesives and Sealants                             |             | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | No                           |
| <input type="checkbox"/> Aluminum Forming                                   | 467         | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | No                           |
| <input type="checkbox"/> Auto and Other Laundries                           |             | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes |
| <input type="checkbox"/> Battery Manufacturing                              | 461         | <input type="checkbox"/> Yes | No                           | <input type="checkbox"/> Yes | No                           |
| <input type="checkbox"/> Coal Mining  | 434         | No                           | No                           | No                           | No                           |
| <input type="checkbox"/> Coil Coating                                       | 465         | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | No                           |
| <input type="checkbox"/> Copper Forming                                     | 468         | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | No                           |
| <input type="checkbox"/> Electric and Electronic Components                 | 469         | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes |
| <input type="checkbox"/> Electroplating                                     | 413         | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | No                           |
| <input type="checkbox"/> Explosives Manufacturing                           | 457         | No                           | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | No                           |
| <input type="checkbox"/> Foundries  |             | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | No                           |
| <input type="checkbox"/> Gum and Wood Chemicals - Subparts A,B,C,E          | 454         | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | No                           | No                           |
| <input type="checkbox"/> Gum and Wood Chemicals - Subparts D,F              | 454         | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | No                           |
| <input type="checkbox"/> Inorganic Chemicals Manufacturing                  | 415         | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | No                           |
| <input type="checkbox"/> Iron and Steel Manufacturing                       | 420         | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | No                           |
| <input type="checkbox"/> Leather Tanning and Finishing                      | 425         | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | No                           |
| <input type="checkbox"/> Mechanical Products Manufacturing                  |             | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | No                           |
| <input type="checkbox"/> Nonferrous Metals Manufacturing                    | 421,471     | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes |
| <input type="checkbox"/> Oil and Gas Extraction - Subparts A, D, E, F, G, H | 435         | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | No                           |
| <input type="checkbox"/> Ore Mining - Subpart B                             | 440         | No                           | <input type="checkbox"/> Yes | No                           | No                           |
| <input type="checkbox"/> Organic Chemicals Manufacturing                    | 414         | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes |
| <input type="checkbox"/> Paint and Ink Formulation                          | 446,447     | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | No                           |
| <input type="checkbox"/> Pesticides   | 455         | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes |
| <input type="checkbox"/> Petroleum Refining                                 | 419         | <input type="checkbox"/> Yes | No                           | No                           | No                           |
| <input type="checkbox"/> Pharmaceutical Preparations                        | 439         | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | No                           |
| <input type="checkbox"/> Photographic Equipment and Supplies                | 459         | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | No                           |
| <input type="checkbox"/> Plastic and Synthetic Materials Manufacturing      | 414         | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes |
| <input type="checkbox"/> Plastic Processing                                 | 463         | <input type="checkbox"/> Yes | No                           | No                           | No                           |
| <input type="checkbox"/> Porcelain Enameling                                | 466         | No                           | No                           | No                           | No                           |
| <input type="checkbox"/> Printing and Publishing                            |             | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes |
| <input type="checkbox"/> Pulp and Paperboard Mills - Subpart C              | 430         | <input type="checkbox"/> *   | <input type="checkbox"/> Yes | <input type="checkbox"/> *   | <input type="checkbox"/> Yes |
| <input type="checkbox"/> Pulp and Paperboard Mills - Subparts F, K          | 430         | <input type="checkbox"/> *   | <input type="checkbox"/> Yes | <input type="checkbox"/> *   | <input type="checkbox"/> *   |
| <input type="checkbox"/> Pulp and Paperboard Mills - Subparts A, B, D, G, H | 430         | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> *   | <input type="checkbox"/> *   |
| <input type="checkbox"/> Pulp and Paperboard Mills - Subparts I, J, L       | 430         | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> *   | <input type="checkbox"/> Yes |
| <input type="checkbox"/> Pulp and Paperboard Mills - Subpart E              | 430         | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> *   |
| <input type="checkbox"/> Rubber Processing                                  | 428         | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | No                           |
| <input type="checkbox"/> Soap and Detergent Manufacturing                   | 417         | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | No                           |
| <input type="checkbox"/> Steam Electric Power Plants                        | 423         | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | No                           | No                           |
| <input type="checkbox"/> Textile Mills (Not Subpart C)                      | 410         | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | No                           |
| <input type="checkbox"/> Timber Products Processing                         | 429         | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes |

\* Test if believed present.



**TABLES 8, 9, 10, and 11 (Instructions, Page 60)**

Completion of Tables 8, 9, 10, and 11 **is required** as specified in Table 7 for all **external outfalls** that contain process wastewater.

Completion of Tables 8, 9, 10, and 11 **may be required** for types of industry not specified in Table 7 for specific parameters that are believed to be present in the wastewater.

**Table 10 for Outfall No.: N/A**

Samples are (check one): ☐ Composite ☐ Grab

| Pollutant  | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(µg/L) |
|--|---------------------|---------------------|---------------------|---------------------|---------------|
| Acrolein   |                     |                     |                     |                     | 50            |
| Acrylonitrile  |                     |                     |                     |                     | 50            |
| Benzene  |                     |                     |                     |                     | 10            |
| Bromoform  |                     |                     |                     |                     | 10            |
| Carbon tetrachloride                                     |                     |                     |                     |                     | 2             |
| Chlorobenzene  |                     |                     |                     |                     | 10            |
| Chlorodibromomethane                                     |                     |                     |                     |                     | 10            |
| Chloroethane   |                     |                     |                     |                     | 50            |
| 2-Chloroethylvinyl ether                                 |                     |                     |                     |                     | 10            |
| Chloroform   |                     |                     |                     |                     | 10            |
| Dichlorobromomethane<br>[Bromodichloromethane]           |                     |                     |                     |                     | 10            |
| 1,1-Dichloroethane                                       |                     |                     |                     |                     | 10            |
| 1,2-Dichloroethane                                       |                     |                     |                     |                     | 10            |
| 1,1-Dichloroethylene<br>[1,1-Dichloroethene]             |                     |                     |                     |                     | 10            |
| 1,2-Dichloropropane                                      |                     |                     |                     |                     | 10            |
| 1,3-Dichloropropylene<br>[1,3-Dichloropropene]           |                     |                     |                     |                     | 10            |
| Ethylbenzene   |                     |                     |                     |                     | 10            |
| Methyl bromide [Bromomethane]                            |                     |                     |                     |                     | 50            |
| Methyl chloride [Chloromethane]                          |                     |                     |                     |                     | 50            |
| Methylene chloride<br>[Dichloromethane]                  |                     |                     |                     |                     | 20            |
| 1,1,2,2-Tetrachloroethane                                |                     |                     |                     |                     | 10            |
| Tetrachloroethylene<br>[Tetrachloroethene]               |                     |                     |                     |                     | 10            |
| Toluene  |                     |                     |                     |                     | 10            |
| 1,2-Trans-dichloroethylene<br>[1,2-Trans-dichloroethene] |                     |                     |                     |                     | 10            |

| Pollutant                              | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(µg/L) |
|--|---------------------|---------------------|---------------------|---------------------|---------------|
| 1,1,1-Trichloroethane                  |                     |                     |                     |                     | 10            |
| 1,1,2-Trichloroethane                  |                     |                     |                     |                     | 10            |
| Trichloroethylene<br>[Trichloroethene] |                     |                     |                     |                     | 10            |
| Vinyl chloride                         |                     |                     |                     |                     | 10            |

\* Indicate units if different from µg/L.

Table 11 for Outfall No.: N/A

Samples are (check one): ☐ Composite ☐ Grab

| Pollutant             | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(µg/L) |
|-----------------------|---------------------|---------------------|---------------------|---------------------|---------------|
| 2-Chlorophenol        |                     |                     |                     |                     | 10            |
| 2,4-Dichlorophenol    |                     |                     |                     |                     | 10            |
| 2,4-Dimethylphenol    |                     |                     |                     |                     | 10            |
| 4,6-Dinitro-o-cresol  |                     |                     |                     |                     | 50            |
| 2,4-Dinitrophenol     |                     |                     |                     |                     | 50            |
| 2-Nitrophenol         |                     |                     |                     |                     | 20            |
| 4-Nitrophenol         |                     |                     |                     |                     | 50            |
| p-Chloro-m-cresol     |                     |                     |                     |                     | 10            |
| Pentachlorophenol     |                     |                     |                     |                     | 5             |
| Phenol                |                     |                     |                     |                     | 10            |
| 2,4,6-Trichlorophenol |                     |                     |                     |                     | 10            |

\* Indicate units if different from µg/L.

Table 12 for Outfall No.: N/A

Samples are (check one): ☐ Composite ☐ Grab

| Pollutant                                       | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(µg/L) |
|---|---------------------|---------------------|---------------------|---------------------|---------------|
| Acenaphthene                                    |                     |                     |                     |                     | 10            |
| Acenaphthylene                                  |                     |                     |                     |                     | 10            |
| Anthracene                                      |                     |                     |                     |                     | 10            |
| Benzidine                                       |                     |                     |                     |                     | 50            |
| Benzo(a)anthracene                              |                     |                     |                     |                     | 5             |
| Benzo(a)pyrene                                  |                     |                     |                     |                     | 5             |
| 3,4-Benzofluoranthene<br>[Benzo(b)fluoranthene] |                     |                     |                     |                     | 10            |
| Benzo(ghi)perylene                              |                     |                     |                     |                     | 20            |
| Benzo(k)fluoranthene                            |                     |                     |                     |                     | 5             |
| Bis(2-chloroethoxy)methane                      |                     |                     |                     |                     | 10            |

| Pollutant                                  | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(µg/L) |
|--|---------------------|---------------------|---------------------|---------------------|---------------|
| Bis(2-chloroethyl)ether                    |                     |                     |                     |                     | 10            |
| Bis(2-chloroisopropyl)ether                |                     |                     |                     |                     | 10            |
| Bis(2-ethylhexyl)phthalate                 |                     |                     |                     |                     | 10            |
| 4-Bromophenyl phenyl ether                 |                     |                     |                     |                     | 10            |
| Butylbenzyl phthalate                      |                     |                     |                     |                     | 10            |
| 2-Chloronaphthalene                        |                     |                     |                     |                     | 10            |
| 4-Chlorophenyl phenyl ether                |                     |                     |                     |                     | 10            |
| Chrysene                                   |                     |                     |                     |                     | 5             |
| Dibenzo(a,h)anthracene                     |                     |                     |                     |                     | 5             |
| 1,2-Dichlorobenzene<br>[o-Dichlorobenzene] |                     |                     |                     |                     | 10            |
| 1,3-Dichlorobenzene<br>[m-Dichlorobenzene] |                     |                     |                     |                     | 10            |
| 1,4-Dichlorobenzene<br>[p-Dichlorobenzene] |                     |                     |                     |                     | 10            |
| 3,3'-Dichlorobenzidine                     |                     |                     |                     |                     | 5             |
| Diethyl phthalate                          |                     |                     |                     |                     | 10            |
| Dimethyl phthalate                         |                     |                     |                     |                     | 10            |
| Di-n-butyl phthalate                       |                     |                     |                     |                     | 10            |
| 2,4-Dinitrotoluene                         |                     |                     |                     |                     | 10            |
| 2,6-Dinitrotoluene                         |                     |                     |                     |                     | 10            |
| Di-n-octyl phthalate                       |                     |                     |                     |                     | 10            |
| 1,2-Diphenylhydrazine (as<br>Azobenzene)   |                     |                     |                     |                     | 20            |
| Fluoranthene                               |                     |                     |                     |                     | 10            |
| Fluorene                                   |                     |                     |                     |                     | 10            |
| Hexachlorobenzene                          |                     |                     |                     |                     | 5             |
| Hexachlorobutadiene                        |                     |                     |                     |                     | 10            |
| Hexachlorocyclopentadiene                  |                     |                     |                     |                     | 10            |
| Hexachloroethane                           |                     |                     |                     |                     | 20            |
| Indeno(1,2,3-cd)pyrene                     |                     |                     |                     |                     | 5             |
| Isophorone                                 |                     |                     |                     |                     | 10            |
| Naphthalene                                |                     |                     |                     |                     | 10            |
| Nitrobenzene                               |                     |                     |                     |                     | 10            |
| N-Nitrosodimethylamine                     |                     |                     |                     |                     | 50            |

| Pollutant                 | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(µg/L) |
|---------------------------|---------------------|---------------------|---------------------|---------------------|---------------|
| N-Nitrosodi-n-propylamine |                     |                     |                     |                     | 20            |
| N-Nitrosodiphenylamine    |                     |                     |                     |                     | 20            |
| Phenanthrene              |                     |                     |                     |                     | 10            |
| Pyrene                    |                     |                     |                     |                     | 10            |
| 1,2,4-Trichlorobenzene    |                     |                     |                     |                     | 10            |

\* Indicate units if different from µg/L.

Table 13 for Outfall No.: N/A

Samples are (check one): ☐ Composite ☐ Grab

| Pollutant                                  | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(µg/L) |
|--|---------------------|---------------------|---------------------|---------------------|---------------|
| Aldrin                                     |                     |                     |                     |                     | 0.01          |
| alpha-BHC<br>[alpha-Hexachlorocyclohexane] |                     |                     |                     |                     | 0.05          |
| beta-BHC<br>[beta-Hexachlorocyclohexane]   |                     |                     |                     |                     | 0.05          |
| gamma-BHC<br>[gamma-Hexachlorocyclohexane] |                     |                     |                     |                     | 0.05          |
| delta-BHC<br>[delta-Hexachlorocyclohexane] |                     |                     |                     |                     | 0.05          |
| Chlordane                                  |                     |                     |                     |                     | 0.2           |
| 4,4'-DDT                                   |                     |                     |                     |                     | 0.02          |
| 4,4'-DDE                                   |                     |                     |                     |                     | 0.1           |
| 4,4'-DDD                                   |                     |                     |                     |                     | 0.1           |
| Dieldrin                                   |                     |                     |                     |                     | 0.02          |
| Endosulfan I (alpha)                       |                     |                     |                     |                     | 0.01          |
| Endosulfan II (beta)                       |                     |                     |                     |                     | 0.02          |
| Endosulfan sulfate                         |                     |                     |                     |                     | 0.1           |
| Endrin                                     |                     |                     |                     |                     | 0.02          |
| Endrin aldehyde                            |                     |                     |                     |                     | 0.1           |
| Heptachlor                                 |                     |                     |                     |                     | 0.01          |
| Heptachlor epoxide                         |                     |                     |                     |                     | 0.01          |
| PCB 1242                                   |                     |                     |                     |                     | 0.2           |
| PCB 1254                                   |                     |                     |                     |                     | 0.2           |
| PCB 1221                                   |                     |                     |                     |                     | 0.2           |
| PCB 1232                                   |                     |                     |                     |                     | 0.2           |
| PCB 1248                                   |                     |                     |                     |                     | 0.2           |

| Pollutant | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(µg/L) |
|-----------|---------------------|---------------------|---------------------|---------------------|---------------|
| PCB 1260  |                     |                     |                     |                     | 0.2           |
| PCB 1016  |                     |                     |                     |                     | 0.2           |
| Toxaphene |                     |                     |                     |                     | 0.3           |

\* Indicate units if different from µg/L.

**Attachment:** [Click to enter text.](#)

#### TABLE 12 (DIOXINS/FURAN COMPOUNDS)

Complete of Table 12 **is required** for **external outfalls**, as directed below. (Instructions, Pages 59-60)

Indicate which compound(s) are manufactured or used at the facility and provide a brief description of the conditions of its/their presence at the facility (check all that apply).

- ☐ 2,4,5-trichlorophenoxy acetic acid (2,4,5-T) CASRN 93-76-5
- ☐ 2-(2,4,5-trichlorophenoxy) propanoic acid (Silvex, 2,4,5-TP) CASRN 93-72-1
- ☐ 2-(2,4,5-trichlorophenoxy) ethyl 2,2-dichloropropionate (Erbon) CASRN 136-25-4
- ☐ 0,0-dimethyl 0-(2,4,5-trichlorophenyl) phosphorothioate (Ronnell) CASRN 299-84-3
- ☐ 2,4,5-trichlorophenol (TCP) CASRN 95-95-4
- ☐ hexachlorophene (HCP) CASRN 70-30-4
- ☒ None of the above

Description: [Click to enter text.](#)

Does the applicant or anyone at the facility know or have any reason to believe that 2,3,7,8-tetrachlorodibenzo-p-dioxin (TCDD) or any congeners of TCDD may be present in the effluent proposed for discharge?

- ☐ Yes ☒ No

Description: [Click to enter text.](#)

If **yes** to either Items a **or** b, complete Table 12 as instructed.

Table 14 for Outfall No.: N/A

Samples are (check one): ☐ Composite ☐ Grab

| Compound            | Toxicity<br>Equivalent<br>Factors | Wastewater<br>Concentration<br>(ppq) | Wastewater<br>Toxicity<br>Equivalents<br>(ppq) | Sludge<br>Concentration<br>(ppt) | Sludge<br>Toxicity<br>Equivalents<br>(ppt) | MAL<br>(ppq) |
|---------------------|-----------------------------------|--------------------------------------|--|----------------------------------|--|--------------|
| 2,3,7,8-TCDD        | 1                                 |                                      |  |                                  |  | 10           |
| 1,2,3,7,8-PeCDD     | 1.0                               |                                      |  |                                  |  | 50           |
| 2,3,7,8-HxCDDs      | 0.1                               |                                      |  |                                  |  | 50           |
| 1,2,3,4,6,7,8-HpCDD | 0.01                              |                                      |  |                                  |  | 50           |

| Compound         | Toxicity Equivalent Factors | Wastewater Concentration (ppq) | Wastewater Toxicity Equivalents (ppq) | Sludge Concentration (ppt) | Sludge Toxicity Equivalents (ppt) | MAL (ppq) |
|------------------|-----------------------------|--------------------------------|---------------------------------------|----------------------------|-----------------------------------|-----------|
| 2,3,7,8-TCDF     | 0.1                         |                                |                                       |                            |                                   | 10        |
| 1,2,3,7,8-PeCDF  | 0.03                        |                                |                                       |                            |                                   | 50        |
| 2,3,4,7,8-PeCDF  | 0.3                         |                                |                                       |                            |                                   | 50        |
| 2,3,7,8-HxCDFs   | 0.1                         |                                |                                       |                            |                                   | 50        |
| 2,3,4,7,8-HpCDFs | 0.01                        |                                |                                       |                            |                                   | 50        |
| OCDD             | 0.0003                      |                                |                                       |                            |                                   | 100       |
| OCDF             | 0.0003                      |                                |                                       |                            |                                   | 100       |
| PCB 77           | 0.0001                      |                                |                                       |                            |                                   | 500       |
| PCB 81           | 0.0003                      |                                |                                       |                            |                                   | 500       |
| PCB 126          | 0.1                         |                                |                                       |                            |                                   | 500       |
| PCB 169          | 0.03                        |                                |                                       |                            |                                   | 500       |
| Total            |                             |                                |                                       |                            |                                   |           |

**TABLE 13 (HAZARDOUS SUBSTANCES)**

Complete Table 13 **is required** for all **external outfalls** as directed below. (Instructions, Pages 60-61)

Are there any pollutants listed in the instructions (pages 55-62) believed present in the discharge?

☐ Yes ☒ No

Are there pollutants listed in Item 1.c. of Technical Report 1.0 which are believed present in the discharge and have not been analytically quantified elsewhere in this application?

☐ Yes ☒ No

If **yes** to either Items a or b, complete Table 13 as instructed.

Table 15 for Outfall No.: N/A

Samples are (check one): ☐ Composite ☐ Grab

| Pollutant | CASRN | Sample 1 (µg/L) | Sample 2 (µg/L) | Sample 3 (µg/L) | Sample 4 (µg/L) | Analytical Method |
|-----------|-------|-----------------|-----------------|-----------------|-----------------|-------------------|
|           |       |                 |                 |                 |                 |                   |
|           |       |                 |                 |                 |                 |                   |
|           |       |                 |                 |                 |                 |                   |
|           |       |                 |                 |                 |                 |                   |
|           |       |                 |                 |                 |                 |                   |

# INDUSTRIAL WASTEWATER PERMIT APPLICATION WORKSHEET 3.0: LAND APPLICATION OF EFFLUENT

This worksheet **is required** for all applications for a permit to disposal of wastewater by land application (i.e., TLAP)).

## Item 1. Type of Disposal System (Instructions, Page 69)

Check the box next to the type of land disposal requested by this application:

- |  |   |
|--|---|
| <input type="checkbox"/> Irrigation              | <input type="checkbox"/> Subsurface application                               |
| <input type="checkbox"/> Evaporation             | <input type="checkbox"/> Subsurface soils absorption                          |
| <input type="checkbox"/> Evapotranspiration beds | <input type="checkbox"/> Surface application                                  |
| <input type="checkbox"/> Drip irrigation system  | <input type="checkbox"/> Other, specify: <a href="#">Click to enter text.</a> |

## Item 2. Land Application Area (Instructions, Page 69)

### Land Application Area Information

| Effluent Application<br>(gallons/day) | Irrigation Acreage<br>(acres) | Describe land use &<br>indicate type(s) of crop(s) | Public Access?<br>(Y/N) |
|---------------------------------------|-------------------------------|--|-------------------------|
|                                       |                               |  |                         |
|                                       |                               |  |                         |
|                                       |                               |  |                         |
|                                       |                               |  |                         |
|                                       |                               |  |                         |

## Item 3. Annual Cropping Plan (Instructions, Page 69)

Attach the required cropping plan that includes each of the following:

- Cool and warm season plant species
- Breakdown of acreage and percent of total acreage for each crop
- Crop growing season
- Harvesting method/number of harvests
- Minimum/maximum harvest height
- Crop yield goals
- Soils map
- Nitrogen requirements per crop
- Additional fertilizer requirements
- Supplemental watering requirements
- Crop salt tolerances
- Justification for not removing existing vegetation to be irrigated

**Attachment:**

## Item 4. Well and Map Information (Instructions, Page 70)

- a. Check each box to confirm the required information is shown and labeled on the attached USGS map:

- ☐ The exact boundaries of the land application area
- ☐ On-site buildings
- ☐ Waste-disposal or treatment facilities
- ☐ Effluent storage and tailwater control facilities
- ☐ Buffer zones
- ☐ All surface waters in the state onsite and within 500 feet of the property boundaries
- ☐ All water wells within ½-mile of the disposal site, wastewater ponds, or property boundaries
- ☐ All springs and seeps onsite and within 500 feet of the property boundaries

Attachment: [Click to enter text.](#)

- b. List and cross reference all water wells located on or within 500 feet of the disposal site, wastewater ponds, or property boundaries in the following table. Attach additional pages as necessary to include all of the wells.

**Well and Map Information Table**

| Well ID | Well Use | Producing?<br>Y/N/U | Open, cased, capped,<br>or plugged? | Proposed Best<br>Management Practice |
|---------|----------|---------------------|-------------------------------------|--------------------------------------|
|         |          |                     |                                     |                                      |
|         |          |                     |                                     |                                      |
|         |          |                     |                                     |                                      |
|         |          |                     |                                     |                                      |
|         |          |                     |                                     |                                      |
|         |          |                     |                                     |                                      |

Attachment: [Click to enter text.](#)

- c. Groundwater monitoring wells or lysimeters are/will be installed around the land application site or wastewater ponds.

☐ Yes      ☐ No

If **yes**, provide the existing/proposed location of the monitoring wells or lysimeters on the site map attached for Item 4.a. Additionally, attach information on the depth of the wells or lysimeters, sampling schedule, and monitoring parameters for TCEQ review, possible modification, and approval.

Attachment: [Click to enter text.](#)

- d. Attach a short groundwater technical report using *30 TAC § 309.20(a)(4)* as guidance.

**Attachment:**



## Item 5. Soil Map and Soil Information (Instructions, Page 71)

Check each box to confirm that the following information is attached:

- ☐ USDA NRCS Soil Survey Map depicting the area to be used for land application with the locations identified by fields and crops.
- ☐ Breakdown of acreage and percent of total acreage for each soil type.
- ☐ Copies of laboratory soil analyses. **Attachment:** [Click to enter text.](#)

### Item 6. Effluent Monitoring Data (Instructions, Page 72)

- a. Completion of Table 14 **is required** for all **renewal** and **major amendment** applications. Complete the table with monitoring data for the previous two years for all parameters regulated in the current permit. An additional table has been provided with blank headers for parameters regulated in the current permit which are not listed in Table 14.

**Table 16 for Outfall No.:** [Click to enter text.](#)

Samples are (check one): ☐

Composite  Grab

[illegible]



## Item 7. Pollutant Analysis (Instructions, Page 72)

- Provide the date range of all sampling events conducted to obtain the analytical data submitted with this application (e.g., 05/01/2018-05/30/2018): [Click to enter text.](#)
- ☐ Check the box to confirm all samples were collected no more than 12 months prior to the date of application submittal.
- Complete Tables 15 and 16.

Table 17 for Outfall No.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

| Pollutant                                     | Sample 1<br>(mg/L) | Sample 2<br>(mg/L) | Sample 3<br>(mg/L) | Sample 4<br>(mg/L) |
|---|--------------------|--------------------|--------------------|--------------------|
| BOD (5-day)                                   |                    |                    |                    |                    |
| CBOD (5-day)                                  |                    |                    |                    |                    |
| Chemical oxygen demand                        |                    |                    |                    |                    |
| Total organic carbon                          |                    |                    |                    |                    |
| Dissolved oxygen                              |                    |                    |                    |                    |
| Ammonia nitrogen                              |                    |                    |                    |                    |
| Total suspended solids                        |                    |                    |                    |                    |
| Nitrate nitrogen                              |                    |                    |                    |                    |
| Total organic nitrogen                        |                    |                    |                    |                    |
| Total phosphorus                              |                    |                    |                    |                    |
| Oil and grease                                |                    |                    |                    |                    |
| Total residual chlorine                       |                    |                    |                    |                    |
| Total dissolved solids                        |                    |                    |                    |                    |
| Sulfate                                       |                    |                    |                    |                    |
| Chloride                                      |                    |                    |                    |                    |
| Fluoride                                      |                    |                    |                    |                    |
| Total alkalinity (mg/L as CaCO <sub>3</sub> ) |                    |                    |                    |                    |
| Temperature (°F)                              |                    |                    |                    |                    |
| pH (standard units)                           |                    |                    |                    |                    |

Table 18 for Outfall No.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

| Pollutant       | Sample 1<br>(µg/L) | Sample 2<br>(µg/L) | Sample 3<br>(µg/L) | Sample 4<br>(µg/L) | MAL (µg/L) |
|-----------------|--------------------|--------------------|--------------------|--------------------|------------|
| Aluminum, total |                    |                    |                    |                    | 2.5        |
| Antimony, total |                    |                    |                    |                    | 5          |
| Arsenic, total  |                    |                    |                    |                    | 0.5        |
| Barium, total   |                    |                    |                    |                    | 3          |

| <b>Pollutant</b>     | <b>Sample 1<br/>(µg/L)</b> | <b>Sample 2<br/>(µg/L)</b> | <b>Sample 3<br/>(µg/L)</b> | <b>Sample 4<br/>(µg/L)</b> | <b>MAL (µg/L)</b> |
|----------------------|----------------------------|----------------------------|----------------------------|----------------------------|-------------------|
| Beryllium, total     |                            |                            |                            |                            | 0.5               |
| Cadmium, total       |                            |                            |                            |                            | 1                 |
| Chromium, total      |                            |                            |                            |                            | 3                 |
| Chromium, hexavalent |                            |                            |                            |                            | 3                 |
| Chromium, trivalent  |                            |                            |                            |                            | N/A               |
| Copper, total        |                            |                            |                            |                            | 2                 |
| Cyanide, available   |                            |                            |                            |                            | 2/10              |
| Lead, total          |                            |                            |                            |                            | 0.5               |
| Mercury, total       |                            |                            |                            |                            | 0.005/0.0005      |
| Nickel, total        |                            |                            |                            |                            | 2                 |
| Selenium, total      |                            |                            |                            |                            | 5                 |
| Silver, total        |                            |                            |                            |                            | 0.5               |
| Thallium, total      |                            |                            |                            |                            | 0.5               |
| Zinc, total          |                            |                            |                            |                            | 5.0               |

**Attachment C**  
**Summary of Application (PLS)**

# Summary of Application (PLS)

John Bludworth Shipyard, LLC (CN600323158) operates John Bludworth Shipyard (RN100613959), a full range of marine repair services for inland and offshore equipment, as well as new construction services. The facility is located at 3101 Navigation Boulevard, in Corpus Christi, Nueces County, Texas 78402. Renewal to discharge drydock ballast water and vessel wash water from outfall No. 001 and vessel ballast water, void take water and ballast and void tank wash water from outfall No. 002 into the Corpus Christi Inner Harbor Segment Number 2484.

Discharges from the facility are expected to contain total dissolved solids. Industrial wastewater is not treated at the site.

# **Attachment D**

## **Core Data Form**



# TCEQ Core Data Form

TCEQ Use Only

For detailed instructions regarding completion of this form, please read the Core Data Form Instructions or call 512-239-5175.

## SECTION I: General Information

|   |   |  |
|---|---|--|
| 1. Reason for Submission (If other is checked please describe in space provided.)   |   |  |
| <input type="checkbox"/> New Permit, Registration or Authorization (Core Data Form should be submitted with the program application.) |   |  |
| <input checked="" type="checkbox"/> Renewal (Core Data Form should be submitted with the renewal form)                                | <input type="checkbox"/> Other  |  |
| 2. Customer Reference Number (if issued)  | Follow this link to search for CN or RN numbers in <a href="#">Central Registry**</a> | 3. Regulated Entity Reference Number (if issued) |
| CN 600323158  |   | RN 100613959                                     |

## SECTION II: Customer Information

|  |  |   |  |   |  |
|--|--|---|--|---|--|
| 4. General Customer Information  |  | 5. Effective Date for Customer Information Updates (mm/dd/yyyy) |  |   |  |
| <input type="checkbox"/> New Customer <input type="checkbox"/> Update to Customer Information <input type="checkbox"/> Change in Regulated Entity Ownership  |  |   |  |   |  |
| <input type="checkbox"/> Change in Legal Name (Verifiable with the Texas Secretary of State or Texas Comptroller of Public Accounts)   |  |   |  |   |  |
| <b>The Customer Name submitted here may be updated automatically based on what is current and active with the Texas Secretary of State (SOS) or Texas Comptroller of Public Accounts (CPA).</b>  |  |   |  |   |  |
| 6. Customer Legal Name (If an individual, print last name first: e.g.: Doe, John)  |  |   |  | If new Customer, enter previous Customer below: |  |
| John Bludworth Shipyard, LLC   |  |   |  |   |  |
| 7. TX SOS/CPA Filing Number  |  | 8. TX State Tax ID (11 digits)                                  |  | 9. Federal Tax ID (9 digits)                    |  |
| 704525322  |  | 17605922453   |  |   |  |
| 10. DUNS Number (if applicable)  |  |   |  |   |  |
| 11. Type of Customer: <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership: <input type="checkbox"/> General <input type="checkbox"/> Limited   |  |   |  |   |  |
| Government: <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Other <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Other: Limited Liability Company |  |   |  |   |  |
| 12. Number of Employees <input type="checkbox"/> 0-20 <input checked="" type="checkbox"/> 21-100 <input type="checkbox"/> 101-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501 and higher   |  |   |  |   |  |
| 13. Independently Owned and Operated? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |  |   |  |   |  |
| 14. Customer Role (Proposed or Actual) - as it relates to the Regulated Entity listed on this form. Please check one of the following:   |  |   |  |   |  |
| <input type="checkbox"/> Owner <input type="checkbox"/> Operator <input checked="" type="checkbox"/> Owner & Operator  |  |   |  |   |  |
| <input type="checkbox"/> Occupational Licensee <input type="checkbox"/> Responsible Party <input type="checkbox"/> Voluntary Cleanup Applicant <input type="checkbox"/> Other:   |  |   |  |   |  |
| 15. Mailing Address: PO Box 2441   |  |   |  |   |  |
|  |  |   |  |   |  |
| City   |  | Corpus Christi  |  | State TX ZIP 78403 ZIP + 4                      |  |
| 16. Country Mailing Information (if outside USA)   |  |   |  | 17. E-Mail Address (if applicable)              |  |
|  |  |   |  | gdanna@jbludshipyard.com                        |  |
| 18. Telephone Number   |  | 19. Extension or Code   |  | 20. Fax Number (if applicable)                  |  |
| ( 361 ) 887 - 7981   |  |   |  | ( 361 ) 887 - 6014                              |  |

## SECTION III: Regulated Entity Information

|  |  |
|--|--|
| 21. General Regulated Entity Information (If "New Regulated Entity" is selected below this form should be accompanied by a permit application)                         |  |
| <input type="checkbox"/> New Regulated Entity <input type="checkbox"/> Update to Regulated Entity Name <input type="checkbox"/> Update to Regulated Entity Information |  |
| <b>The Regulated Entity Name submitted may be updated in order to meet TCEQ Agency Data Standards (removal of organizational endings such as Inc, LP, or LLC).</b>     |  |
| 22. Regulated Entity Name (Enter name of the site where the regulated action is taking place.)   |  |
| John Bludworth Shipyard, LLC   |  |



|  |                           |                |       |    |     |       |         |
|--|---------------------------|----------------|-------|----|-----|-------|---------|
| 23. Street Address of the Regulated Entity:<br>(No PO Boxes) | 3101 Navigation Boulevard |                |       |    |     |       |         |
|  | City                      | Corpus Christi | State | TX | ZIP | 78402 | ZIP + 4 |
| 24. County   | Nueces                    |                |       |    |     |       |         |

Enter Physical Location Description if no street address is provided.

|  |                          |                                   |                               |  |         |  |         |
|--|--------------------------|-----------------------------------|-------------------------------|--|---------|--|---------|
| 25. Description to Physical Location:  |                          |                                   |                               |  |         |  |         |
| 26. Nearest City   |                          |                                   |                               |  | State   | Nearest ZIP Code                         |         |
| 27. Latitude (N) In Decimal:   | 27.825458                |                                   | 28. Longitude (W) In Decimal: | -97.438760                             |         |  |         |
| Degrees  | Minutes                  | Seconds                           | Degrees                       | Minutes                                | Seconds |  |         |
| 29. Primary SIC Code (4 digits)  |                          | 30. Secondary SIC Code (4 digits) |                               | 31. Primary NAICS Code (5 or 6 digits) |         | 32. Secondary NAICS Code (5 or 6 digits) |         |
| 3731   |                          |                                   |                               | 336611                                 |         |  |         |
| 33. What is the Primary Business of this entity? (Do not repeat the SIC or NAICS description.) |                          |                                   |                               |  |         |  |         |
| Provides new construction, design and repair services for inland and offshore vessels          |                          |                                   |                               |  |         |  |         |
| 34. Mailing Address:   | PO Box 2441              |                                   |                               |  |         |  |         |
|  | City                     | Corpus Christi                    | State                         | TX                                     | ZIP     | 78403                                    | ZIP + 4 |
| 35. E-Mail Address:  | gdanna@jbludshipyard.com |                                   |                               |  |         |  |         |
| 36. Telephone Number   |                          | 37. Extension or Code             |                               | 38. Fax Number (if applicable)         |         |  |         |
| ( 361 ) 887 - 7981   |                          |                                   |                               | ( 361 ) 887 - 6014                     |         |  |         |

39. TCEQ Programs and ID Numbers Check all Programs and write in the permits/registration numbers that will be affected by the updates submitted on this form. See the Core Data Form instructions for additional guidance.

|  |   |   |  |  |
|--|---|---|--|--|
| <input type="checkbox"/> Dam Safety            | <input type="checkbox"/> Districts                        | <input type="checkbox"/> Edwards Aquifer        | <input type="checkbox"/> Emissions Inventory Air | <input checked="" type="checkbox"/> Industrial Hazardous Waste |
|  |   |   |  | SWR #32816   |
| <input type="checkbox"/> Municipal Solid Waste | <input checked="" type="checkbox"/> New Source Review Air | <input type="checkbox"/> OSSF                   | <input type="checkbox"/> Petroleum Storage Tank  | <input type="checkbox"/> PWS                                   |
|  | 49080   |   |  |  |
| <input type="checkbox"/> Sludge                | <input checked="" type="checkbox"/> Storm Water           | <input type="checkbox"/> Title V Air            | <input type="checkbox"/> Tires                   | <input type="checkbox"/> Used Oil                              |
|  | TXR05N455   |   |  |  |
| <input type="checkbox"/> Voluntary Cleanup     | <input checked="" type="checkbox"/> Waste Water           | <input type="checkbox"/> Wastewater Agriculture | <input type="checkbox"/> Water Rights            | <input checked="" type="checkbox"/> Other: P2 Plan             |
|  | WQ0004889000  |   |  | P07440   |

#### SECTION IV: Preparer Information

|                      |               |                    |                          |           |
|----------------------|---------------|--------------------|--------------------------|-----------|
| 40. Name:            | Gasper D'Anna |                    | 41. Title:               | President |
| 42. Telephone Number | 43. Ext./Code | 44. Fax Number     | 45. E-Mail Address       |           |
| ( 361 ) 887 - 7981   |               | ( 361 ) 887 - 6014 | gdanna@jbludshipyard.com |           |

#### SECTION V: Authorized Signature

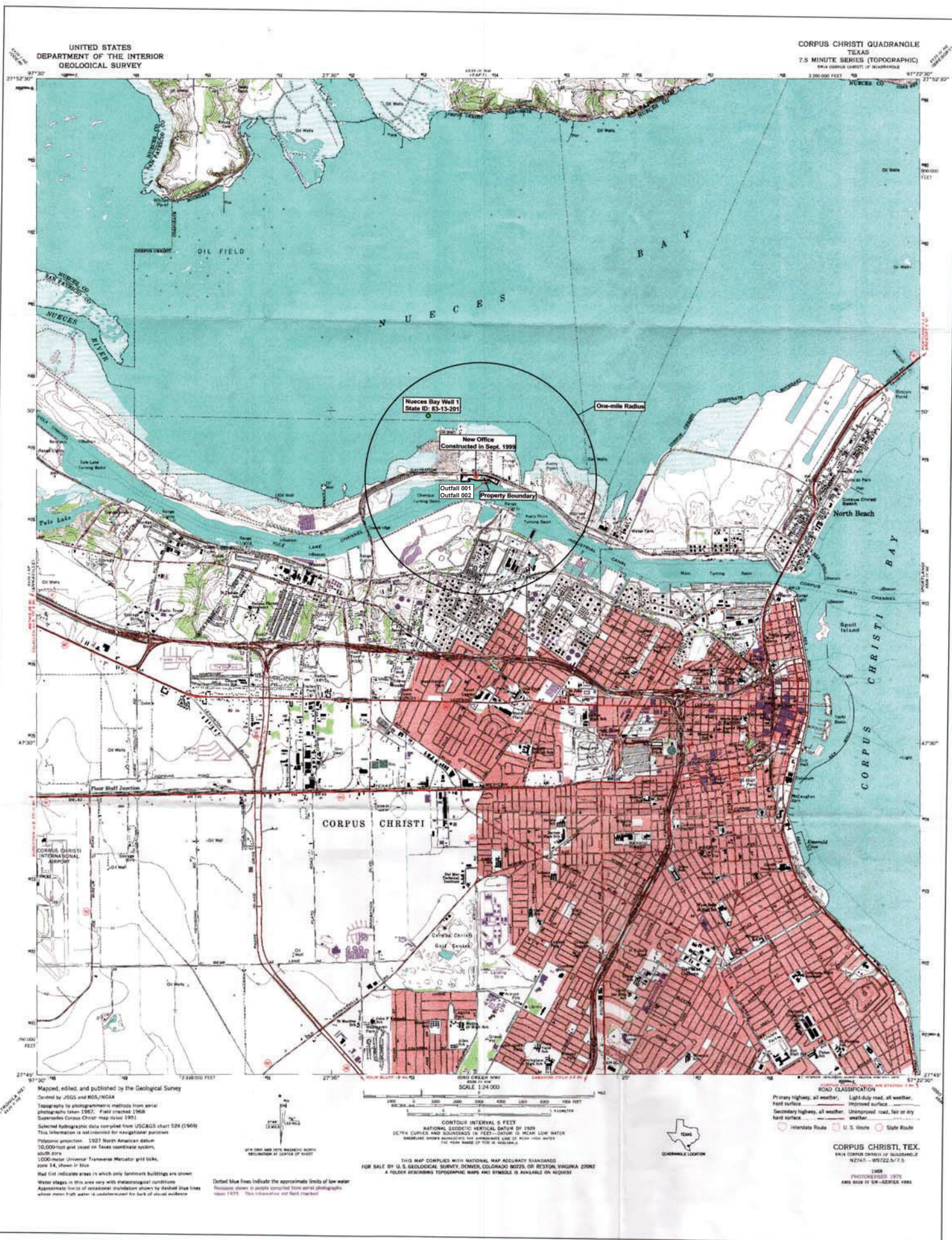
46. By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 6 and/or as required for the updates to the ID numbers identified in field 39

|                  |   |            |                    |
|------------------|---|------------|--------------------|
| Company:         | John Bludworth Shipyard, LLC  | Job Title: | President          |
| Name (In Print): | Gasper D'Anna   | Phone:     | ( 361 ) 887 - 7981 |
| Signature:       |  | Date:      | 11/14/17           |

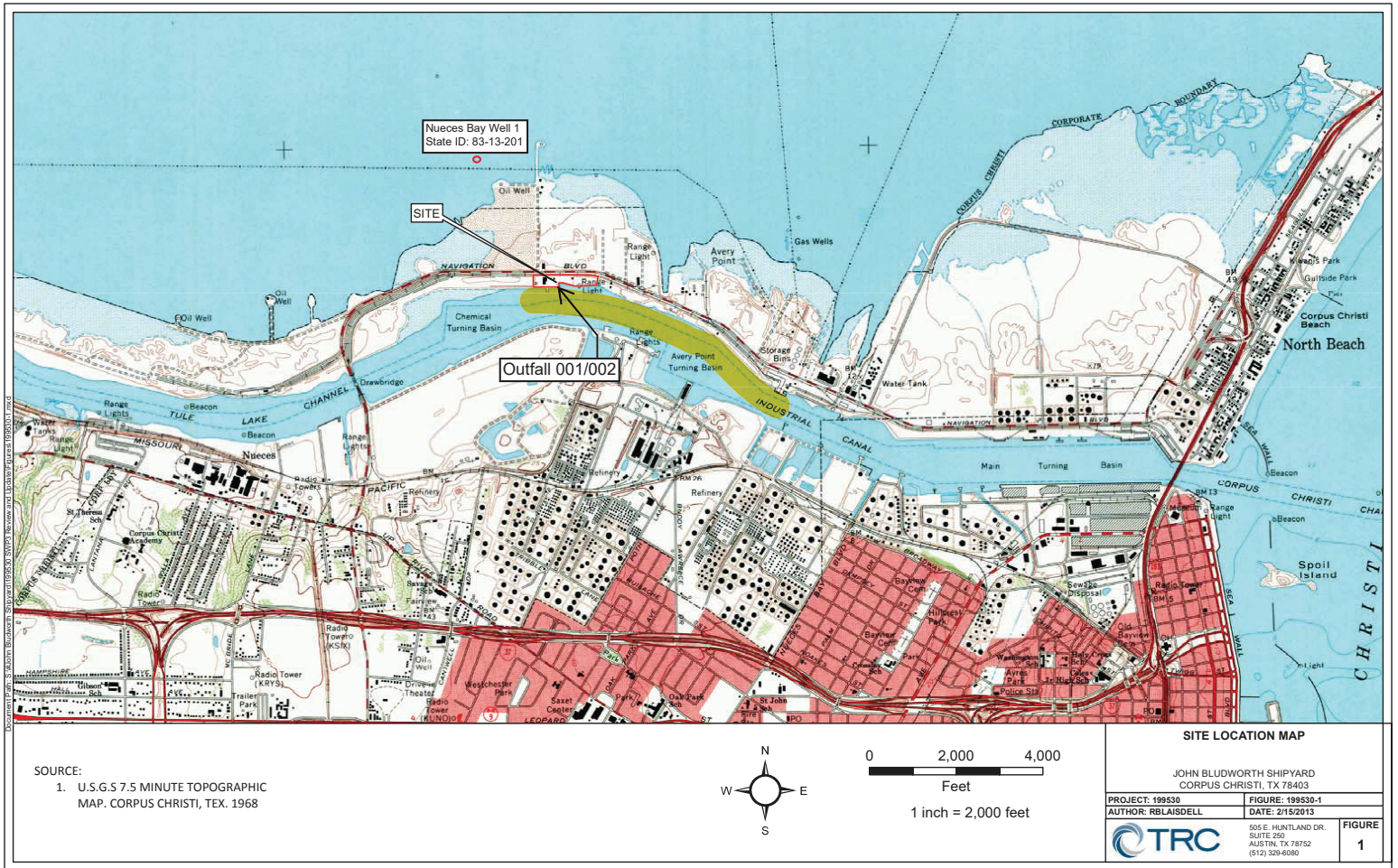
# **Attachment E**

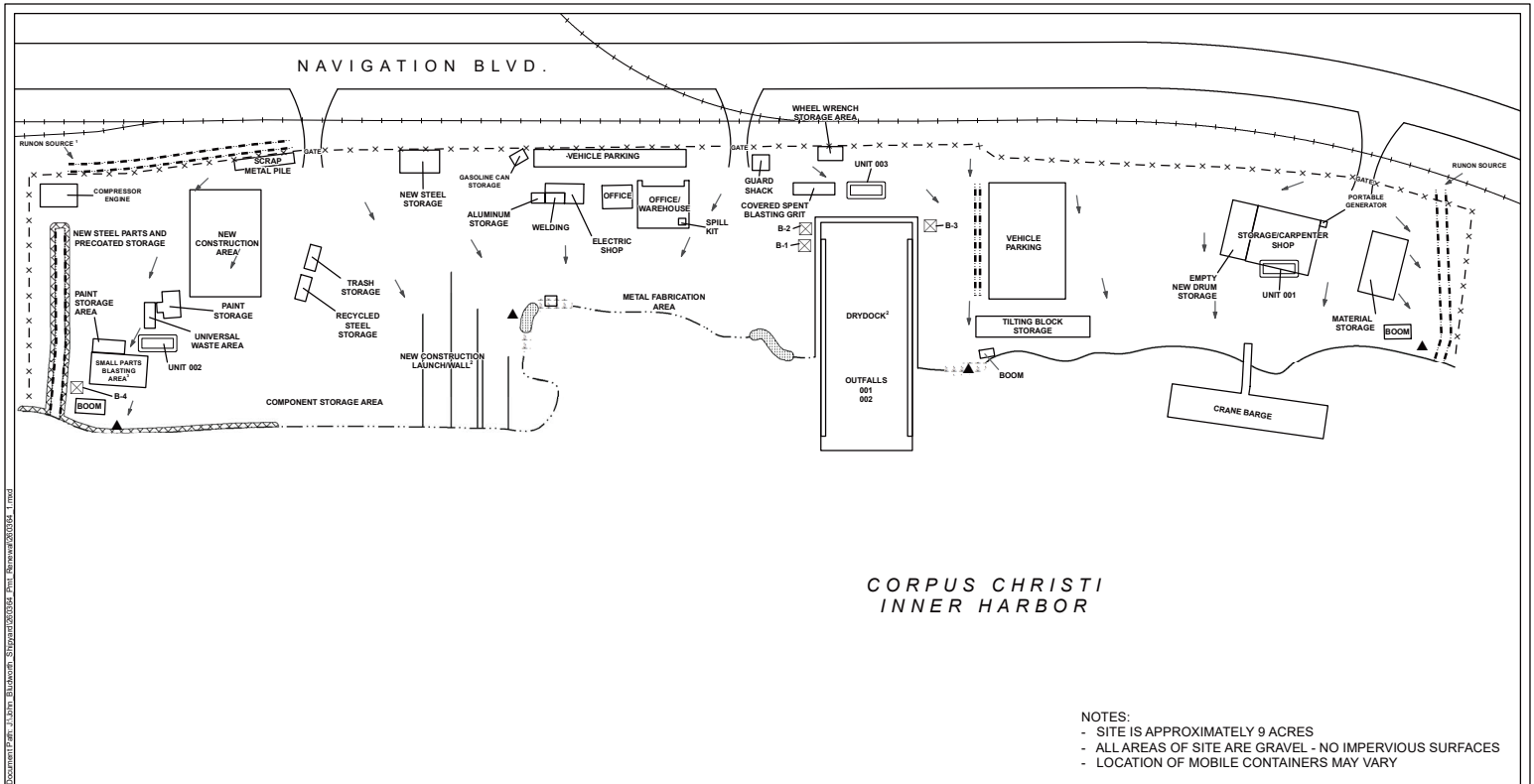
## **Site Maps**







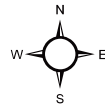




#### Legend

- |                     |                        |
|---------------------|------------------------|
| BAGHOUSES           | WASTE MANAGEMENT UNITS |
| STORMWATER OUTFALLS | NATIVE GRASSES         |
| RAILROAD            | RIP RAP/RIVER ROCKS    |
| FENCE               | SILT FENCING           |
| DRAINAGE DIRECTION  | WEST BULKHEAD          |
| DRAINAGE DITCH      |                        |

- 1 RUNON SOURCES ORIGINATE FROM UNION PACIFIC R.O.W. AND PORT OF CORPUS CHRISTI DREDGE POOL
- 2 ABRASIVE BLASTING, PRESSURE WASHING, ENGINE MAINTENANCE AND REPAIR, VESSEL MAINTENANCE AND REPAIR, PAINTING AND WELDING OCCUR AT THIS LOCATION.
- 3 ABRASIVE BLASTING AND PAINTING OCCUR AT THIS LOCATION.



0 100 200  
Feet  
1 inch = 100 feet

#### SITE LAYOUT

JOHN BLUDWORTH SHIPYARD  
3101 NAVIGATION BOULEVARD  
CORPUS CHRISTI, TX 78403

|                 |  |
|-----------------|--|
| PROJECT: 269364 | FIGURE: 269364-1   |
| AUTHOR: MREEVES | DATE: 8/2/2016   |
|                 | 505 E. HUNTLAND DR.<br>SUITE 250<br>AUSTIN, TX 78752<br>(512) 350-6860 |
|                 | FIGURE<br>1  |

**Attachment F**  
**Copy of Permit Fee**

## TCEQ ePay Voucher Receipt

### Transaction Information

|                        |  |
|------------------------|--|
| <b>Voucher Number:</b> | 781163   |
| <b>Trace Number:</b>   | 582EA000682818   |
| <b>Date:</b>           | 08/27/2025 01:12 PM  |
| <b>Payment Method:</b> | CC - Authorization 0000228720                                      |
| <b>Voucher Amount:</b> | \$300.00   |
| <b>Fee Type:</b>       | WW PERMIT - MINOR FACILITY NOT SUBJECT TO 40 CFR 400-471 - RENEWAL |
| <b>ePay Actor:</b>     | GASPER D'ANNA  |

### Payment Contact Information

|                 |  |
|-----------------|--|
| <b>Name:</b>    | GASPER D'ANNA                          |
| <b>Company:</b> | JOHN BLUDWORTH SHIPYARD LLC            |
| <b>Address:</b> | P O BOX 2441, CORPUS CHRISTI, TX 78413 |
| <b>Phone:</b>   | 361-887-7981                           |

### Site Information

|                       |  |
|-----------------------|--|
| <b>Site Name:</b>     | JOHN BLUDWORTH SHIPYARD LLC                      |
| <b>Site Address:</b>  | 3101 E NAVIGATION BLVD, CORPUS CHRISTI, TX 78402 |
| <b>Site Location:</b> | 3101 E NAVIGATION BLVD CORPUS CHRISTI TX 78402   |

### Customer Information

|                          |  |
|--------------------------|--|
| <b>Customer Name:</b>    | GASPER DANNA                           |
| <b>Customer Address:</b> | P O BOX 2441, CORPUS CHRISTI, TX 78403 |
| <b>State Tax ID:</b>     | 17605922453                            |

### Other Information

|                         |              |
|-------------------------|--------------|
| <b>Program Area ID:</b> | WQ0004889000 |
|-------------------------|--------------|

## TCEQ ePay Voucher Receipt

### Transaction Information

|                        |  |
|------------------------|--|
| <b>Voucher Number:</b> | 781164                                     |
| <b>Trace Number:</b>   | 582EA000682818                             |
| <b>Date:</b>           | 08/27/2025 01:12 PM                        |
| <b>Payment Method:</b> | CC - Authorization 0000228720              |
| <b>Voucher Amount:</b> | \$15.00                                    |
| <b>Fee Type:</b>       | 30 TAC 305.53B WQ RENEWAL NOTIFICATION FEE |
| <b>ePay Actor:</b>     | GASPER D'ANNA                              |

### Payment Contact Information

|                 |  |
|-----------------|--|
| <b>Name:</b>    | GASPER D'ANNA                          |
| <b>Company:</b> | JOHN BLUDWORTH SHIPYARD LLC            |
| <b>Address:</b> | P O BOX 2441, CORPUS CHRISTI, TX 78413 |
| <b>Phone:</b>   | 361-887-7981                           |



TCEQ ePay Receipt

Transaction Information

Trace Number:

582EA000682818

Date:

08/27/2025 01:12 PM

Payment Method:

CC - Authorization 0000228720

ePay Actor:

GASPER D'ANNA

TCEQ Amount:

\$315.00

Texas.gov Fee:

\$7.34

Texas.gov Price:

\$322.34\*

\* This service is provided by Texas.gov, the official website of Texas. The price of this service includes funds that support the ongoing operations and enhancements of Texas.gov, which is provided by a third party in partnership with the State.

Payment Contact Information

Name:

GASPER D'ANNA

Company:

JOHN BLUDWORTH SHIPYARD LLC

Address:

P O BOX 2441, CORPUS CHRISTI, TX 78413

Phone:

361-887-7981

Cart Items

| Voucher | Fee Description  | AR Number    | Amount   |
|---------|--|--------------|----------|
| 781163  | WW PERMIT - MINOR FACILITY NOT SUBJECT TO 40 CFR 400-471 - RENEWAL |              | \$300.00 |
| 781164  | 30 TAC 305.53B WQ RENEWAL NOTIFICATION FEE                         |              | \$15.00  |
|         |  | TCEQ Amount: | \$315.00 |

**Attachment G**  
**Copy of Lease Agreement**

**LEASE AGREEMENT**

Between

**PORT OF CORPUS CHRISTI AUTHORITY  
OF NUECES COUNTY, TEXAS**  
*("Authority")*

And

**JOHN BLUDWORTH SHIPYARD, LLC**  
*("Lessee")*

February 14, 2012

## LEASE AGREEMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF NUECES   §

This **LEASE AGREEMENT** is made this 14<sup>th</sup> day of February, 2012 (the "Effective Date"), by and between **PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS**, pursuant to authorization by its Port Commissioners (hereinafter called "Authority"), and **JOHN BLUDWORTH SHIPYARD, LLC**, a Texas limited liability corporation, whose principal address is P. O. Box 2441, Corpus Christi, Texas 78403, (hereinafter called "Lessee").

This **LEASE AGREEMENT** supersedes, cancels and replaces Lessee's current Lease Agreement, as amended, dated November 10, 1998 by and between **PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS**, and **JAY BLUDWORTH, INC.**

### ARTICLE 1 LEASE OF PREMISES

#### Section 1.01. Description of Premises and Term

Authority, in consideration of the rents to be paid and the terms, covenants, and conditions hereinafter set forth, hereby leases to Lessee and Lessee leases from Authority for the entire Term, stated in this Section, real property situated in Nueces County, Texas, which is described as follows:

The surface estate of that certain tract of 11.634 acres of land, more or less, which tract is particularly described on **Exhibit A** attached hereto and incorporated herein by reference and all Authority owned improvements situated thereon described on **Exhibit B** attached hereto, (hereinafter called "Leased Premises").

**TO HAVE AND TO HOLD** the Leased Premises for an initial term (the "Initial Term") of five (5) years, beginning on the 14<sup>th</sup> day of February, 2012, and (subject to earlier termination as herein provided) ending at midnight, Central Time, the 13<sup>th</sup> day of February, 2017. The "Term" of this lease means the period of time beginning with the Effective Date and ending upon termination of this lease.

Authority hereby grants to Lessee the option to extend the Term of this lease for five (5) additional option periods of five (5) years each, beginning on the first day after the expiration of the Initial Term and each option period hereof; but if, at the date the Initial Term or any option period expires, Lessee is in default beyond any grace period provided in this lease agreement in performing any of the terms of this lease agreement, the remaining option or options are void. The option to extend shall be exercised by Lessee giving to Authority notice in writing of such exercise at least sixty (60) days prior to the expiration of the Initial Term or any option period of this lease. Notice of an intention to exercise an option under this lease agreement must, to be

effective, be sent by certified mail to Authority at the address provided in the Section in this lease agreement entitled Payments and Notices and must be postmarked no later than the latest date provided in this Section for Lessee's exercising the option. Annual rent shall be determined for each option period pursuant to Section 3.02 of this lease agreement.

#### **Section 1.02. Holding Over**

If Lessee holds over beyond the Initial Term or any option period of this lease without the written consent of Authority, Lessee is deemed to be occupying the Leased Premises as a tenant at sufferance. During any holdover period, Lessee will pay two (2) times the monthly rent being charged Lessee in the month prior to the commencement of Lessee's holding over, and Lessee will be subject to all other terms of this lease agreement applicable to a tenant at sufferance.

### **ARTICLE 2 INSPECTION OF LEASED PREMISES**

Lessee has inspected the Leased Premises, including all improvements, fixtures, equipment and personal property situated on the Leased Premises and has conducted any environmental assessment survey it desired and on the date of this lease agreement accepts the Leased Premises As Is, Where Is, and in the condition it existed on that date, as reasonably suited and fit for Lessee's intended uses of the Leased Premises. Lessee acknowledges that Authority has made no express warranties with regard to the premises and to the maximum extent permitted by applicable law, Authority hereby disclaims, and lessee waives the benefit of, any and all implied warranties, including implied warranties of habitability, or fitness or suitability for lessee's purpose.

### **ARTICLE 3 RENT**

#### **Section 3.01. Annual Rent**

Subject to adjustments provided for herein, Lessee agrees to pay to Authority at its offices in Corpus Christi, Texas, annual rent for the Leased Premises equal to ten percent (10%) of the product of Equalization Value of the Leased Premises multiplied by the number of acres of land in the Leased Premises. For the purpose of fixing annual rent for the Initial Term of this lease, the Equalization Value of the Leased Premises is fixed at One Hundred Fifty Thousand and NO/100 Dollars (\$150,000.00) per acre and includes Authority owned improvements consisting of approximately 500 feet of steel bulkhead and a 100 foot wide and 150 foot long bulkheaded dry-dock slip dredged to a depth of 30 feet. The total sum to be paid Authority by Lessee as rent during the Initial Term of this lease, subject to any adjustments of rent made pursuant to this lease agreement, is Eight Hundred Seventy-Two Thousand, Five Hundred Fifty and NO/100 Dollars (\$872,550.00), and may be paid in monthly installments of Fourteen Thousand Five Hundred Forty-Two and 50/100 Dollars (\$14,542.50). "Equalization Value" is that value per acre placed on the Leased Premises by Authority from time to time for the purpose of equalizing, to the extent practicable, the rent paid by its tenants leasing property of the Authority of the same general type and in the same general area as the Leased Premises.

The first annual or monthly installment of rent hereunder is due and payable on or before the 9<sup>th</sup> day of January, 2012 or ten days after the approval of this lease by Authority, whichever occurs last. Rent for any fractional year or month at the beginning or end of the Term will be prorated on a per-day basis. Such monthly installment of rent is due and payable on or before the 1st day of each succeeding month thereafter; or each annual payment of rent is due and payable on or before 9th day of January of each succeeding year following the first year of the Initial Term of this lease. If Lessee should fail to pay Authority any sum to be paid by Lessee to Authority hereunder within thirty (30) days after such payment is due, interest on the unpaid amount shall accrue at a rate of fifteen percent (15%) per annum or the maximum rate allowed by law, whichever is lesser, from the date payment was due until the date payment is made. Authority may also impose a late charge of Twenty-Five Dollars (\$25.00) or five percent (5%) of the unpaid amount, whichever is greater, to defray Authority's administrative costs incurred as a result of Lessee's failure to timely make such payment, the amount of such costs not being readily ascertainable if the monthly rent due under this agreement is paid after the 10<sup>th</sup> day of a month. Any such late charge shall be in addition to all other rights and remedies available to Authority hereunder or at law or in equity and shall not be construed as liquidated damages or limiting Authority's remedies in any manner. Failure to pay such interest or late charge within thirty (30) days after written demand shall be an event of default hereunder. Following the dishonor of any check presented for payment, Authority shall have the right, at Authority's option, to require all further payments to be made by certified check, money order or wire transfer. For purposes of this Section, any adjustment payment made by Lessee to correct a prior underpayment shall be treated as due on the date such underpayment was due; provided, however, an adjustment payment made by Lessee as the result of an independent audit conducted at Lessee's expense shall not be subject to a late charge as described herein.

Rent must be paid to Authority at its address for notice hereunder or to such other person or at such other address in Nueces County, Texas, as Authority may from time to time designate in writing. Rent must be paid in legal tender of the United States of America without notice, demand, abatement, deduction or offset.

This is a net lease. Authority shall not be required to make any expenditure, incur any obligation, or incur any liability of any kind whatsoever in connection with this lease or the financing, ownership, construction, reconstruction, maintenance, operation, or repair of the Leased Premises or the improvements thereon.

### **Section 3.02. Adjustment of Rent**

The annual rent for each option period of this lease may be adjusted by Authority for changes in the Equalization Value of the Leased Premises. If the Equalization Value of the Leased Premises increases during the Initial Term or any option period of this lease, the Authority shall give Lessee written notice of the new Equalization Value at least ninety (90) days prior to the end of the Initial Term or option period, as the case may be. Unless Lessee objects to the new Equalization Value as provided herein, the annual rent for the Leased Premises during the next succeeding option period will be ten percent (10%) of the product of the new Equalization Value of the Leased Premises multiplied by the number of acres of land in the Leased Premises.

If Lessee is not notified of a new Equalization Value at least ninety (90) days before expiration of the Initial Term or the current option period of this lease, as the case may be, it shall be conclusively presumed that the Equalization Value for the ensuing option period of this lease will be the same as the then current Equalization Value.

In the event Lessee does not agree with the new Equalization Value, Lessee shall have the option, to be exercised in writing to Authority within thirty (30) days after the date notice is given to it of the new Equalization Value, to either (1) terminate this lease agreement and surrender the Leased Premises effective at Midnight, Central Time, of the last day of the Initial Term or the current option period, as the case may be, or (2) agree in writing to binding arbitration to fix the Equalization Value of the Leased Premises for the ensuing option period.

In the event Lessee agrees to binding arbitration, the arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (although the parties do not have to use the services of the American Arbitration Association).

The arbitrator selected by the parties, as a part of his duties as an arbitrator will select an appraiser who is MIA certified, and has greater than ten (10) years experience appraising land such as the Leased Premises. The appraiser selected by the arbitrator will make an appraisal of the Leased Premises using comparable property and the following criteria for the appraisal process.

Comparables used shall include all recent sales and lease information available on similarly situated properties along the channels of ports located on the Texas Gulf Coast.

The comparables used shall be the average values during the most recent year in which there are comparables sales or leases.

The fair market value of the Leased Premises shall be based on the highest and best use for the Leased Premises, regardless of the use to which the Leased Premises is being put.

The arbitrator will, within sixty (60) days after receipt of the appraisal, determine the fair market value for the next ensuing option period of this lease agreement. The fair market value determined by the appraiser will be the Equalization Value, and the annual rent or monthly rent for the next ensuing option period of the Term will be determined and paid in accordance with Section 3.01 of this lease agreement. The arbitrator's decision will be final and is binding on all parties to this lease agreement.

In no event, however, will the Equalization Value of the Leased Premises for an option period be less than the then current Equalization Value of the Leased Premises.

### **Section 3.03. Utilities and Taxes**

In addition to the annual rent described hereinabove, Lessee agrees to pay when due all charges it contracts for (a) water, gas, electricity, and other utilities, (b) garbage service, (c) security or guard services, or (d) railroad services in connection with the Leased Premises. If



at Lessee's request or because of Lessee's failure to pay for services to the Leased Premises it contracted for, Authority provides any such services to the Leased Premises or pays the cost for any such services, Lessee will pay to Authority the cost of such services as additional rent upon receiving Authority's invoice therefore, payment to be made pursuant to the terms of said invoice.

Lessee will also pay as additional rent its pro rata share of any utility services provided by Authority.

During the Term of this lease, Lessee must pay or cause to be paid when due all taxes, assessments, fees or charges imposed on the Leased Premises by virtue of Lessee's tenancy or upon Lessee's property on, or Lessee's interest in, the Leased Premises.

Lessee may, at its expense, contest any tax, assessment, fee or charge for which it is responsible under this Section. Except as provided in the following paragraph, Lessee need not pay the tax, assessment, fee or charge while the contest is pending. Except as provided in the following paragraph, Lessee may prevent Authority from paying any tax, assessment, fee or charge that Lessee is contesting under this Section, pending resolution of the contest, by depositing with Authority the full amount of the tax, assessment, fee or charge plus the amount of any penalty that might be imposed for failing to make timely payment and one (1) year of interest at the rate imposed by the entity levying the tax, assessment, fee or charge. When the contest is resolved, Lessee must pay the tax, penalty and interest imposed and may use the money deposited with Authority to pay any tax, assessment, fee or charge, plus any penalty or interest, due under the final resolution and keep any balance of the deposit. If the deposit is insufficient to pay these amounts, Lessee must immediately pay the balance due to the entity imposing the tax, assessment, fee or charge.

Notwithstanding the provisions of the foregoing paragraph, Authority may pay – or require Lessee to pay – any tax, assessment, fee or charge for which Lessee is responsible under this Section, pending resolution of Lessee's contest of the tax, assessment, fee or charge, if payment is demanded by a holder of a mortgage on the premises or if failing to pay will subject all or part of the premises to forfeiture or loss.

Any of said taxes, fees or charges that are payable by Lessee for the tax year in which this lease agreement commences, as well as during the year in which this lease agreement terminates, shall be apportioned so that Lessee shall pay its proportionate share of the taxes, fees or charges for such periods of time. Lessee may pay such taxes, fees or charges in installments as and when such installments become due. Lessee must deliver to Authority evidence of payment of all taxes, fees or charges, which Lessee is obligated to pay hereunder concurrently with making such payment.



## ARTICLE 4 USE OF LEASED PREMISES

### Section 4.01. Use

The Leased Premises may be used for the following purposes, and for no other purpose, unless written permission for other use is obtained from Authority:

For the operation and maintenance of a ship repair and ship building yard with a floating drydock and other related facilities. Lessee agrees to coordinate the loading and unloading of the drydock with Authority's Harbor Master's office.

Lessee agrees to maintain, service and repair the Authority owned improvements (i.e. the steel bulkhead and drydock slip) at its own expense during the Term of this lease, such that these improvements are kept in a safe and serviceable condition. These items will be delivered back to Authority in the condition they were in on the date this lease agreement was made, less normal wear and tear, upon termination of the lease.

Lessee will not:

A. Use, occupy or permit the use or occupancy of the Leased Premises for any purpose or in any manner, which is directly or indirectly:

Inconsistent with the requirements of Section 4.01 hereof;

Violative of (a) judicial decisions, orders, injunctions, writs, statutes, rulings, rules, regulations, promulgations, directives, permits, certificates or ordinances of any governmental authority in any way applicable to Lessee or the Leased Premises, including zoning, environmental and utility conservation matters; (b) Authority's Tariffs or Rules and Regulations; (c) insurance requirements; or (d) other documents, instruments or agreements relating to the Leased Premises or to which the Leased Premises may be bound or encumbered;

Dangerous to life or property or a public or private nuisance; or

Disruptive to the activities of any other tenant or occupant of property adjacent to the Leased Premises;

B. Bring or permit to remain on the Leased Premises any asbestos, petroleum or petroleum products, explosives or toxic materials except for commercially reasonable amounts of materials used in the ordinary course of Lessee's business, nor commit or permit to remain any waste or damage to the Leased Premises; or

C. Commit, or permit to be committed, any action or circumstance on or about the Leased Premises which, directly or indirectly, would or might justify any insurance carrier in increasing the rate of or canceling the insurance policies maintained by Lessee or Authority on

the Leased Premises or improvements thereon, or those of other lessees of Authority's property adjacent to the Leased Premises.

**Section 4.02. Environmental Representations, Restrictions and Environmental Indemnity**

Lessee hereby represents and warrants to Authority:

That Lessee's construction, occupancy, operation or use of the Leased Premises will not violate any applicable law, statute, ordinance, rule, regulation, order or determination of any governmental authority or any board of fire underwriters (or other body exercising similar functions), or any restrictive covenant or deed restriction (recorded or otherwise) affecting the Leased Premises, including but not limited to all applicable zoning ordinances and building codes, flood disaster laws and health and environmental laws and regulations (hereinafter sometimes collectively called "Applicable Laws");

That, without limitation of Section 4.01A above, in its use of the Leased Premises Lessee will not violate any Applicable Laws pertaining to health or the environment (hereinafter sometimes collectively called "Applicable Environmental Laws"), including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601 et seq; the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901 et seq; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et seq; the Clean Air Act and Amendments of 1990, 42 U.S.C. Section 7401 et seq; the Clean Water Act of 1977, 33 U.S.C. Section 1251 et seq; the Oil Pollution Act of 1990, 33 U.S.C. Section 2701 et seq; the Toxic Substances Control Act, 15 U.S.C. Section 2606 ; the Texas Solid Waste Disposal Act, Chapter 361, Texas Health and Safety Code; the Texas Clean Air Act, Chapter 382, Texas Health and Safety Code; the Oil Spill Prevention Act of 1991, Chapter 40, Texas Natural Resource Code, and Chapter 26, Texas Water Code; and the Texas Water Quality Act, Chapter 26, Texas Water Code; Texas Hazard Communication Act, Chapter 502, Texas Health and Safety Code; Texas Community Right-to-Know Acts, Chapters 505 – 507 Texas Health and Safety Code; Authority's Tariffs, Rules and Regulations and the Port of Corpus Christi Authority's Design and Construction Guidelines set forth in Authority's Real Estate Manual.

That the use which Lessee intends to make of the Leased Premises will not result in the Disposal or other Release of any Hazardous Substance or Solid Waste on or to the Leased Premises--the terms "Hazardous Substance" and "Release" have the meanings specified in CERCLA, and the terms "Solid Waste" and "Disposal" (or "Disposed") have the meanings specified in RCRA--and, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning will apply to such terms used in this lease agreement subsequent to the effective date of such amendment and, further, to the extent the laws of the state of Texas establish a meaning for "Hazardous Substance," "Release," "Solid Waste," or "Disposal" which is broader than that specified in either CERCLA or RCRA, such broader meaning will apply to such terms used in this lease agreement, and in either of said instances Lessee must immediately cease activities prohibited by Applicable Laws or Applicable Environmental Laws upon the Leased Premises and notify Authority in writing.

Lessee understands and agrees that the Leased Premises are being leased in an "As Is, Where Is" condition and that improvements, grading, filling, removal of existing improvements, and relocation of utility lines shall be made and performed by Lessee at the sole cost and expense of Lessee. Lessee further understands and agrees that the "As-Is, Where Is" condition of the Leased Premises includes any contamination of the Leased Premises, including structures, soils, groundwater, and any adjacent channel or bay water and sediment, and that information received from Authority regarding such matters may not be complete or accurate and should not be accepted as such.

In the event of a Release of any environmental contaminants which exceed permitted levels as defined by any city, state or federal law or regulation, Lessee must immediately stop the Release and cease any prohibited activities which may be resulting in such Release; and immediately notify the proper environmental and safety agencies, federal, state, and local, as well as Authority, in writing, of the date, time, and nature of the Release, including, but not limited to, a description of the environmental contaminants discharge or released, and provide a MSDS for each of the said environmental contaminants.

In addition, upon receipt from any agency or department of the state of Texas or the federal government, Lessee will immediately furnish PCCA written information concerning any citation, notice of violation, enforcement action or penalty regarding any safety or environmental violation sent to Lessee, or any entity consulting or working on the Lessee's behalf relative to or at the Leased Premises. This information must include:

A. A general description of the conduct that resulted in the citation, notice of violation, enforcement action or penalty; and

B. The document(s) sent from the agency or department to Lessee, or any entity consulting or working on the Lessee's behalf, which state the citation, violation, enforcement action or penalty.

Further, in the event of a Release, Lessee hereby acknowledges that excavation of soils from the Leased Premises could result in exportation of a regulated waste requiring appropriate characterization, handling, transport and disposal (together "Regulated Waste Removal"). Authority takes no responsibility and assumes no liability whatsoever for Regulated Waste Removal. Accordingly, **Lessee hereby waives any claim, or potential claim, it may have to recover costs or expenses arising out of or associated with Regulated Waste Removal and agrees to indemnify, defend and hold harmless Authority, its Port Commissioners, directors, managers, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, and expenses arising from, out of, or in any way related to Regulated Waste Removal. If any action or proceeding is brought against Authority, its Port Commissioners, directors, managers, employees, and agents based upon any and all such claims, liabilities, losses, damages, costs and expenses, Authority will be represented by its general counsel, or another attorney selected by Authority and approved by Lessee, which approval will not be unreasonably withheld.**

Also, in the event of a Release, Authority accepts no liability or responsibility for ensuring that Lessee's workers, including without limitation those conducting testing, construction and maintenance activities on the Leased Premises, are satisfactorily protected from residual contaminants described in 29 Code of Federal Regulations. Lessee shall assess all human health risks from vapor transport or direct contact with residual hazardous substances or contaminants and incorporate such engineering and institutional controls as may be required to sufficiently protect human health of onsite workers and transient visitors. **Lessee hereby waives any claim, or potential claim, it may have to recover any damages, losses, costs and expenses related to worker exposure or alleged exposure to any residual onsite contamination, and to indemnify, defend and hold harmless Authority, from and against any and all such claims, liabilities, losses, damages, costs and expenses. If any action or proceeding is brought against Authority, its Port Commissioners, directors, managers, employees, and agents based upon any and all such claims, liabilities, losses, damages, costs and expenses, Authority, its Port Commissioners, directors, managers, employees, and agents will be represented by its general counsel, or another attorney selected by Authority and approved by Lessee, which approval will not be unreasonably withheld.**

**In claims against Authority, its Port Commissioners, directors, managers, employees, and agents by or for an employee of Lessee, its agents, contractors, owners, invitees, or licensees, the Lessee's indemnification obligation under this Section 4.02 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Lessee, its agents, contractors, owners, invitees, or licensees, under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. If an action for damages is brought by an injured employee of Lessee, a legal beneficiary, or an insurance carrier against Authority, its agents, contractors, owners, invitees, or licensees, to pay damages for the injury or death of such employee under Chapter 417 (Third-Party Liability), Texas Labor Code, that results in a judgment against the Authority, its agents, contractors, owners, invitees, or licensees, or a settlement by Authority, its agents, contractors, owners, invitees, or licensees, Lessee expressly agrees to reimburse and hold harmless Authority, its agents, contractors, owners, invitees, or licensees, for the damages based on such judgment or settlement as provided in this Section 4.02.**

Lessee will cooperate with the Authority's Tenant Audit Program (the "Program"). The audit will consist of a scheduled review of Lessee's operations and activities, a review of Lessee's environmental management programs, and a tour of the Leased Premises. Authority staff involved in the Program intend to gain an understanding of Lessee's operations and activities and what measures the Lessee is utilizing to comply with local, state, and federal laws, rules and regulations, this lease agreement, and Authority's Tariffs, Rules, and Regulations. Through the Program they will seek to achieve cooperative conservation between Authority and Lessee that are actions relating to the use, enhancement and enjoyment of natural resources and protection of the environment. The audit will be conducted at a minimum annually and more frequently if determined by Authority staff to be necessary. A letter from Authority staff setting forth staff's observations will be provided to the Lessee following the audit. If violation of applicable laws, rules, regulations, this lease agreement or the tariff have been observed, then

Lessee will be notified of the same in the letter, and required to immediately take action to come into compliance, and to verify it has done so to Authority staff.

Lessee must clean up, remove, remediate and repair any soil or ground water contamination or damage caused by the presence or release of any Hazardous Substance or Solid Waste in, on, under, or about the Leased Premises during occupancy of the Leased Premises in conformance with the requirements of Applicable Laws or Applicable Environmental Laws. Lessee shall immediately give Authority written notice of any suspected breach of this paragraph, upon learning of the presence or any release of any Hazardous Substance or Solid Waste, or upon receiving any notice from governmental agencies pertaining to any Hazardous Substance or Solid Waste which may affect the Leased Premises. The obligations of Lessee hereunder shall survive the expiration or earlier termination, for any reason, of this lease.

All of the foregoing representations and warranties made by Lessee are continuing and must be true and correct for the entire Term of this lease, and all of such representations and warranties will survive expiration or termination of this lease agreement.

#### **Section 4.03. Underground Storage Tanks**

Lessee may not construct, install, maintain, use or otherwise operate on the Leased Premises any petroleum or chemical underground storage tank.

#### **Section 4.04. Wharfage**

The Leased Premises contain frontage on the Corpus Christi Ship Channel, and Lessee is granted access to the Leased Premises from, and right of use of said channel without payment of dockage or wharfage charges, for shipping and receiving, by water transportation, materials used for construction of the Leased Premises and materials and commodities used or consumed by Lessee in its business conducted on the Leased Premises. All other commodities or cargo moved from or to water transportation at the Leased Premises will pay all of Authority's tariff charges applicable to the same. Lessee must report in writing monthly to Authority the amount of such commodities handled and pay to Authority at its offices in Corpus Christi monthly the amount due pursuant to this lease agreement and Authority's tariff. Authority shall have the right at reasonable times during business hours to inspect the books and records of Lessee concerning such shipments and payments.

#### **Section 4.05. Permitted Use; Continuous Operation**

Lessee will continuously maintain the Leased Premises open for its usual business and available for the purposes permitted hereunder during its usual business hours on days other than Saturday, Sunday or legal holidays.

The covenants of this **Section 4.05** are material to this lease, and should Lessee fail to satisfy such covenants, Authority may employ the remedies set forth in the Article of this lease agreement entitled Default.



#### **Section 4.06. Live Loads**

Live loads in proximity to any bulkhead on the Leased Premises must be limited to weight and distances from the bulkhead so as not to damage the bulkhead.

#### **Section 4.07. Mooring of Vessels**

Only ships, boats, barges, or other vessels or equipment being loaded, unloaded, repaired, or constructed by Lessee may be moored along the water frontage of the Leased Premises. Lessee must notify the Harbormaster of all vessel movements into and out of the slip at Leased Premises. Mooring ships, boats and barges of others, including pleasure craft and houseboats, is prohibited unless special arrangements are made with Authority for the payment of Authority's charges for such berthing.

Lessee will provide at its expense all moorings necessary, or required by Authority's Harbormaster, to moor ships, boats, barges or other vessels or equipment at the Leased Premises. Such moorings must be located so as not to be in contact with either tieback rods or anchorage for the bulkhead at the Leased Premises. Lessee agrees to remove, or cause to be removed, within twenty-four (24) hours after notice from Authority's Harbormaster, any vessel owned or controlled by Lessee and docked at the Leased Premises, which in the sole opinion of the Authority's Harbormaster is a hazard to navigation.

### **ARTICLE 5 IMPROVEMENTS OR ALTERATIONS AND MAINTENANCE**

#### **Section 5.01. Permanent Improvements**

All improvements made, placed, or constructed on the Leased Premises by Lessee after the date of this lease agreement will be at the sole cost and expense of Lessee. Lessee must construct and install Lessee's improvements in a good and workmanlike manner. New or additional improvements may not be constructed nearer than 8.5 feet to the centerline of any existing or proposed railroad track on or adjacent to the Leased Premises.

While constructing improvements, maintaining, or carrying on its activities, on the Leased Premises, Lessee must comply with the *Antiquities Code of Texas (Texas Natural Resources Code, Chapter 191)* and applicable rules promulgated thereunder by the Texas Historical Commission, or its successor. Lessee shall undertake its activities on the Leased Premises in a manner consistent with public policy relating to the location and preservation of archeological sites and other cultural resources in, on, or under public lands. Lessee shall use the highest degree of care and all reasonable safeguards to prevent the taking, alteration, damage, destruction, salvage, or excavation of cultural resources and/or landmarks on the Leased Premises. Upon discovery of an archeological site, Lessee shall immediately give written notice of such discovery to Authority and to the Texas Historical Commission, as set out in the Committee's rules. Lessee, its contractors and employees, shall have no right, title, or interest in or to any archaeological articles, objects, or artifacts, or other cultural resources located or discovered on the Leased Premises.

### **Section 5.02. Maintenance and Return of Leased Premises**

Lessee will, throughout the Term, at its own expense and risk, maintain the Leased Premises and all improvements on them in good order and condition, including but not limited to making all repairs and replacements necessary to keep the premises and improvements in that condition. All maintenance, repairs, and replacements required by this Section must be performed promptly when required and so as not to cause depreciation in the value of the Leased Premises.

If Lessee fails to perform its obligation to repair, replace, or maintain, as set forth above, within a reasonable time after notice from Authority of the need for repair, replacement, or maintenance, Authority may enter the Leased Premises and make the repairs or replacements, or perform the maintenance, or have the repairs or replacements made or maintenance performed, at its own expense. Upon Authority's notice to Lessee of the performance and cost of any maintenance, repairs, or replacements under this Section, Lessee must immediately reimburse Authority for the costs incurred by Authority pursuant to this Section, together with interest on the sum at a rate of 10% annually from the date of the notice until the date paid by Lessee to Authority.

At the expiration of the Term, Lessee will surrender the premises in good order and repair except for reasonable wear and tear since the last necessary repair, replacement, restoration or renewal made by Lessee pursuant to its obligations under this lease agreement.

### **Section 5.03. Approval of Alterations and Improvements**

Lessee must submit to Authority plans for any proposed buildings, drainage or improvements of any kind on the Leased Premises, or any alterations or additions to existing buildings or improvements, and they must be approved in writing by, the Director of Engineering Services of Authority prior to the commencement of work on the same. To facilitate the Authority's review, two (2) sets of formal plans that clearly define the project must be submitted to Authority for its prior approval. The drawings must be prepared on a standard engineering format (24" x 36" drawings) and show all physical features and improvements in and around the project site and must be signed and sealed by a Professional Engineer registered in the State of Texas. In addition, a detailed site plan (minimum 1" = 50' scale) depicting the location and physical layout of the project site, and including, but not limited to, any area to be dredged, adjacent docking facilities, property lines, federal channels, bulkhead lines, and existing channel depth elevations must be included with the plans submitted. The site plan must clearly show the bottom of cut line and top of slope line of any planned dredging. If any dredging is planned by Lessee, its agents, servants, contractors or employees that will, in Authority's judgment, based upon customary dredging operations, result in removal of a substantial quantity of earth or material from, or damage to, adjacent real property, Lessee must obtain the written permission of the adjacent property owner to carry out the work described for the project and submit it to the Authority with the formal plans.

Slips at any dock located on the Leased Premises must be maintained by Lessee at a sufficient depth to prevent vessels berthed at the dock from striking bottom due to lowering of the water level from passing vessels or seasonal low tides.

Copies of all permits for work in navigable waters issued to Lessee by the Department of Army or any other federal, state or other governmental agency shall be filed with Authority.

No approval by Authority of Lessee's designs, site plans, plans, specifications or other matters may ever be construed as representing or implying that Lessee's designs, site plans, plans, specifications or other matters will, if followed, result in a properly-designed building or other improvements constructed on the Leased Premises. Such approvals shall in no event be construed as a representation or guaranty by the Authority that any improvements will be built in a workmanlike manner, nor shall such approvals relieve Lessee of its obligation to construct the building in a workmanlike manner. **Lessee will defend, indemnify, and hold harmless Authority from and against any lawsuits, actions, causes of action or claims arising out of Authority's approval of any of Lessee's designs, site plans, plans, specifications or other matters relating to the Leased Premises.**

#### **Section 5.04. No Liens**

Unless otherwise agreed, Lessee may not grant, place or suffer, or permit to be granted, placed or suffered, against all or any part of the Leased Premises or Lessee's leasehold estate created hereby, any lien, security interest, pledge, conditional sale contract, claim, charge or encumbrance (whether constitutional, contractual or otherwise) and if any of the aforesaid should occur or be asserted, Lessee will, promptly upon demand by Authority and at Lessee's expense, cause same to be released.

#### **Section 5.05. Laborers and Materials**

Lessee will pay for all labor and services performed for, materials used by, or furnished to, any contractor employed by Lessee with respect to the Leased Premises and defend, indemnify and hold Authority and the Leased Premises harmless and free from any liens, claims, encumbrances or judgments created or suffered by Lessee's failure to pay for labor or materials provided to the Leased Premises. If Lessee elects to post a payment or performance bond or is required to post an improvement bond with a public agency in connection with such labor, services or materials, Lessee agrees to include Authority as an additional obligee thereunder.

#### **Section 5.06. Storm Sewers/Railroad Spur Tracks**

Lessee agrees to construct or to pay for the construction of (a) storm sewers required by Authority to drain the Leased Premises or (b) railroad spur tracks requested by Lessee, and approved by Authority, to serve the Leased Premises. If requested by Authority or the railroad, Lessee will enter into a reasonable joint maintenance agreement with the railroad and bear Lessee's pro rata share of the cost of maintaining any railroad spur on the Leased Premises.



#### **Section 5.07. Building Code**

All improvements placed on the Leased Premises by Lessee must comply with all applicable codes unless they are modified by Port of Corpus Christi Authority Design and Construction Guidelines found in the current Port of Corpus Christi Authority Project Manual which may be obtained from Authority's Department of Engineering Services.

#### **Section 5.08. Permits**

Lessee must obtain and maintain in effect at all times during the Term of this Lease Agreement all permits, licenses and consents required or necessary for the construction, installation, maintenance, use and operation of Lessee's improvements and Lessee's use and occupancy of, and operations at, the Leased Premises. Lessee will provide Authority's Department of Engineering Services with copy of its permits, licenses and consents as the same are obtained.

#### **Section 5.09. Ownership or Removal of Alterations, Modifications or Improvements by Lessee**

At the expiration or earlier termination of this lease, all alterations, modifications or improvements upon the Leased Premises made by Lessee, including all buildings, rail spurs and tracks, paneling, decorations, partitions, heating, ventilating and air-conditioning machinery and equipment, lighting fixtures, plumbing equipment, sprinkler system, and the like, shall, absent any agreement between Authority and Lessee to the contrary at the time of installation, or unless Authority otherwise elects, which election shall be made by giving a notice in writing (a) not less than fifteen (15) days prior to the expiration of this lease, or (b) not more than fifteen (15) days following any termination of this lease other than by expiration, become the property of Authority and shall remain upon and be surrendered with the Leased Premises as a part thereof at the end of the Term. In the event Authority notifies Lessee to remove any or all of the alterations, additions or improvements made by Lessee, Lessee must do so and must repair any damage caused by such removal, all within forty-five (45) days after the date of expiration or termination of this lease agreement. Trade fixtures, furnishings and equipment, except for those referred to above, which are installed by Lessee, at its expense, may be removed by Lessee provided Lessee removes the same and repairs any damage caused by such removal within thirty (30) days after the date of expiration or termination of this lease. Any trade fixtures not removed by Lessee when this lease terminates are considered abandoned by Lessee and will automatically become Authority's property. If any trade fixture installed by Lessee is abandoned when the lease terminates, Lessee must pay Authority any reasonable expense actually incurred by Authority to remove the fixture from the premises, less the fair market value of the fixture once removed, if Authority uses the trade fixture.

#### **Section 5.10. Signs**

Lessee may not place any signs at or on the Leased Premises nor paint any signs on any building on the Leased Premises unless first approved in writing by the Director of Engineering Services of Authority. Lessee must remove all its signs when this lease terminates and repair any damage resulting from erecting or removing the signs.

#### **Section 5.11. Floodplain**

Lessee acknowledges that Lessee has been advised by Authority that the Leased Premises is in the FEMA floodplain and that construction of improvements must conform to the laws and regulations applicable to construction of improvements in a floodplain.

#### **Section 5.12. Side Yard Limits**

No permanent improvements may be constructed within five (5) feet of the Leased Premises' boundary lines.

### **ARTICLE 6 USE BY AUTHORITY**

Authority reserves the right to use any streets or roadways on the Leased Premises. Authority further reserves the right to use as much of the Leased Premises as is necessary to lay mains for gas, water or sewers on the Leased Premises, to place poles and necessary wires and attachments for electricity or for telephone and fiber optic lines over and across any part of the Leased Premises, and to lay, or grant easements or rights of way for the laying of, pipelines for oil, petroleum, petroleum products, fiber optics and any other products over, under and upon the Leased Premises; provided, however, that the same shall not interfere with Lessee's buildings, improvements or Lessee's use of the Leased Premises. Authority has the right to use third parties for the performance of the rights reserved to Authority in this Article, and Authority has the right to grant easements or rights of way reserved to Authority in this Article to other parties so long as doing so does not interfere with Lessee's use of the leased premises.

### **ARTICLE 7 SUBLETTING OR TRANSFER**

#### **Section 7.01. Sublease or Transfer**

Lessee may not assign or sublet this lease agreement in whole or in part nor any interest therein nor sublet the Leased Premises nor any part thereof nor grant any license, concession or other right of occupancy of any portion of the Leased Premises, nor permit the transfer of this lease by operation of law or otherwise without the prior written consent of Authority. Consent of Authority to one or more assignments or subletting does not operate as a waiver of Authority's rights concerning any subsequent assignments or subletting. If this lease agreement is assigned, or if any of the Leased Premises, or any part thereof, is sublet or occupied by anyone other than the Lessee, then Authority may, after default by the Lessee, collect rent from the assignee,

subtenant or occupant and apply the net amount collected, less any costs of collection, attorneys' fees or other costs incurred by Authority, to the rent provided for in this lease agreement. No assignment, subletting, occupancy or collection waives the obligations of Lessee under this lease agreement upon acceptance of same by Authority. Authority may assign or transfer any of its interests under this Lease Agreement. Furthermore, Lessee shall not, without Authority's express written consent, cause or permit an interest, direct or indirect, in itself to be sold, assigned, transferred, exchanged, or otherwise disposed of (each a "Disposition") such that, after the Disposition, the Lessee shall cease to be controlled by substantially the same individuals and/or entities who Control it as of the effective date of the Lease; provided, however, that this restriction shall not be operative if, on the date of the Disposition, the net worth of Transferee (who is defined in Section 7.02) is more than Ten Million and NO/100 Dollars (\$10,000,000.00). As used in this paragraph "Control" means the power to elect a majority of the directors or other members of the governing body of Lessee, or in any other manner to control or determine the management of the Lessee.

#### **Section 7.02. Conditions**

The following conditions automatically apply to each sublease, assignment or transfer by Lessee or any sublessee without the necessity of same being stated in or referred to in Authority's written consent:

A. Lessee must execute, have acknowledged and deliver to Authority and cause the sublessee, assignee or other transferee ("Transferee") of any portion of Lessee's interest in this lease agreement, the leasehold estate created hereby or the Leased Premises to execute, have acknowledged and deliver to Authority, an instrument in form and substance acceptable to Authority in which:

The Transferee adopts this lease agreement and assumes and agrees to perform, jointly and severally with Lessee, all of the obligations of Lessee hereunder, as to the interest transferred to it;

Lessee subordinates to Authority's statutory lien, contract lien and security interest any liens, security interests or other rights, which Lessee may claim with respect to any property of the Transferee;

Lessee and any guarantor of this lease agreement agrees with Authority that, if the rent or other consideration due by the Transferee exceeds the rent for the transferred space, then Lessee shall (and any guarantor guarantees that Lessee shall) pay Authority as additional rent hereunder all such excess rent and other consideration immediately upon Lessee's receipt thereof;

The Transferee agrees to use and occupy the transferred space solely for the purposes permitted under Article 4 and otherwise in strict accordance with this lease agreement; and

Lessee and any guarantor acknowledge and agree in writing that, notwithstanding the transfer, Lessee and any guarantor remain directly and primarily liable for the performance of

all the obligations of Lessee hereunder (including, without limitation, the obligation to pay all rent), and Authority shall be permitted to enforce this lease agreement against Lessee, any guarantor or the Transferee, or all of them, without prior demand upon or proceeding in any way against any other persons.

B. Lessee must deliver to Authority a counterpart of all instruments relative to the sublease, assignment or other transfer executed by all parties to such transaction (except Authority); and

C. Lessee shall pay or cause to be paid to Authority, at the time of the execution and delivery of the documents, the sum of \$500.00 to cover Authority's administrative and legal costs for each amendment, assignment, sublease, and any estoppel certificate requested from Authority by Lessee or any sublessee.

## **ARTICLE 8 DEFAULT**

### **Section 8.01. Rights and Remedies of Authority**

If for ten (10) calendar days after service by mail or otherwise to Lessee by Authority of written notice of a breach or default by Lessee under any provision of this lease agreement, the Lessee does not or shall neglect or fail to comply with or remedy such breach or default, or if the said breach or default complained of shall be of such a nature that the same cannot be completely remedied or cured within such ten (10) day period, then such breach or default shall not be an enforceable breach or default against Lessee if Lessee shall have commenced curing such breach or default within such ten (10) day period, and shall with reasonable diligence and in good faith, proceed to remedy the default complained of; or if any proceedings concerning Lessee or the Leased Premises be had in bankruptcy, reorganization, arrangement or receivership, or if any assignment shall be attempted to be made of this lease agreement for the benefit of creditors; or if Lessee abandons or vacates a substantial portion of the Leased Premises for fourteen (14) consecutive days not due to a casualty loss or Force Majeure; then in any of said cases or in any similar case which, in the sole judgment of Authority, evidences a serious financial insecurity of Lessee, Authority shall have the rights and remedies that may be provided at law or in equity and the following options:

A. Without terminating this lease agreement, Authority may terminate Lessee's right of possession of the Leased Premises under this lease agreement by giving Lessee three (3) calendar days notice of termination of Lessee's right of possession and Lessee's right of possession shall thereupon cease and come to an end and Authority may reenter and take possession of the Leased Premises; provided, however, Authority shall not be required to give such notice prior to the filing of an action of forcible detainer or at common law upon default by Lessee in the payment of rent. Upon entering and taking possession of the Leased Premises, Authority may:

1. Relet for the account of, or as agent for, Lessee the Leased Premises or any part thereof, to a tenant acceptable to Authority, without terminating this lease agreement or

working a forfeiture of the rent to be paid, and after receiving the rent therefrom apply the same, first to the payment of all expense the Authority may be put to in recovering possession of the Leased Premises and in reletting same, including but not limited to the costs of renovating, altering and repairing for a new tenant and attorneys' and brokers' fees, and then to the payment of the rent and additional rent payable under this lease agreement and to the fulfillment of Lessee's covenants hereunder. Lessee shall be entitled to any balance remaining after subtracting such costs and debts. Authority may at any time after reletting terminate this lease agreement for the breach or default on account of which it reentered and relet; or

2. Accelerate the future rent and additional rent due under this lease agreement and seek recovery of such rent and additional rent and any other damages provided for in this lease agreement, at law or in equity. Authority is entitled to recover future rent and additional rent from Lessee based upon the present value of the rent and additional rent discounted to present value at the rate of 3% per annum for the remainder of the Term of the lease reduced by the fair market rental value of the Leased Premises during that period.

B. Terminate this lease agreement.

C. Lessee pledges with Authority all of its rents from the Leased Premises in addition to the other security for the performance of the lease; and in connection with such pledging of the rents, the Lessee covenants and agrees with Authority that if Authority, upon default of Lessee, elects to file a suit to enforce this lease agreement and protect Authority's rights thereunder, Authority may apply to any court having jurisdiction, for the appointment of a Receiver of all and singular the demised premises, the improvements and buildings located thereon, and the personal property located therein, and thereupon it is expressly covenanted and agreed that the court shall without notice forthwith appoint a Receiver with the usual powers and duties of receivers in like cases, and such appointment shall be made by such court as a matter of strict right to Authority, and without reference to the adequacy or inadequacy of a remedy at law, the value of the property that is subject to Landlord's lien, or to the solvency or insolvency of Lessee; and without reference to the commission of waste.

#### **Section 8.02. No Waiver**

Any assent, expressed or implied, by the Authority or Lessee to any breach of any agreement, covenant or obligation herein contained shall operate as such only in the specific instance and shall not be construed as an assent or a waiver to any such agreement, covenant or obligation generally or of any subsequent breach thereof. The remedies provided herein or at law or equity shall not be mutually exclusive.

#### **Section 8.03. Consequential Damages**

Authority shall in no event be charged with default in the performance of any of its obligations hereunder, unless and until Authority shall have failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct any such default) after written notice by Lessee to Authority, properly specifying wherein Authority has failed to perform any such obligation.



**Notwithstanding anything in this lease agreement to the contrary, Authority shall in no event be charged with or liable for any consequential damages suffered by Lessee as a result of Authority's breach of this lease agreement or failure to perform any of its obligations under this lease agreement.**

## **ARTICLE 9 LIEN AND SECURITY INTEREST**

In consideration for the mutual benefits arising under this lease agreement, and as security for Lessee's performance of all its obligations under this lease agreement, Lessee hereby grants to Authority a lien and security interest in and on all property of Lessee now or hereafter placed in or upon the Leased Premises, and such property shall be and remain subject to such lien and security interest of Authority for payment of all rent and other sums agreed to be paid by Lessee herein. The provisions of this Section shall constitute a security agreement under the Texas Uniform Commercial Code so that Authority has and may enforce a security interest on all property of Lessee now or hereafter placed in or on the Leased Premises, including but not limited to all fixtures, machinery, equipment, furnishings and other articles of personal property now or hereafter placed in or upon the Leased Premises by Lessee. An event of default under this lease agreement shall be default under the security agreement. Authority may at its election at any time file a copy of this lease agreement as a financing statement. Authority, as secured party, is entitled to all of the rights and remedies afforded to a secured party under the Texas Uniform Commercial Code, which rights and remedies shall be in addition to and cumulative to the Authority's liens and rights provided by law or by the other terms and provisions of this lease. Promptly upon request, and without further consideration, Lessee agrees to execute as debtor such additional financing statement or statements as Authority may now or hereafter reasonably request in order that Authority's security interests may be protected pursuant to the Texas Uniform Commercial Code, which financing statement Authority may at its election file in the appropriate records.

## **ARTICLE 10 SUBORDINATION**

### **Section 10.01. Subordination of Landlord's Lien**

It is contemplated that Lessee may be required to borrow funds for construction of improvements on the Leased Premises from time to time during the Term, and it may be desirable or convenient for Lessee to borrow additional funds for additional improvements, alterations, repairs or for other purposes to benefit the Leased Premises. Accordingly, it is agreed that Lessee shall at all times during the Term of this lease, without the consent of Authority (but provided written notice and a copy of the security instruments are delivered to Authority), have the right to mortgage or convey by deed of trust or any other security instrument the leasehold rights of Lessee created by this lease agreement, together with all of Lessee's rights, titles, and interest in the buildings and improvements then or thereafter to be placed on the Leased Premises; provided, however, that any such mortgage, deed of trust, security conveyance or encumbrance will at all times be subject to and shall recognize the superior right, title and interest of Authority to the Leased Premises and to Authority's rights

hereunder to require Lessee's payment of all rent due hereunder and Lessee's full and faithful performance of all covenants and conditions of this lease agreement due Authority.

Subject to the conditions stated in this Article, Authority subordinates its landlord's lien on the improvements and other property Lessee places on the Leased Premises to the rights of the holder of any such mortgage, deed of trust or other security instrument.

#### **Section 10.02. Holder of Security**

In the event at any time during the Term Lessee or anyone holding under Lessee shall be in default of any of the covenants or any of the conditions of this lease agreement, then and in such event the holder of the mortgage, deed of trust or other security instrument may, before forfeiture is invoked by Authority, make any and all payments and do and perform any and all acts or things which may be necessary or required to prevent a forfeiture of this lease agreement; and the party making such payments or performing such acts or things shall thereby and thereupon be subrogated to all the rights of Lessee under this lease agreement. Authority agrees that, if requested in writing by the holder of any mortgage, deed of trust or other security instrument, it will send to the said holder at the address specified in the written request copies of all written notices of demand which Authority may serve upon Lessee, or anyone holding under Lessee, under and pursuant to the terms of this lease agreement.

It is understood, however, that the mortgagee, trustee, beneficiary of said deed of trust or other holder of security above-mentioned shall in no way be liable to Authority for the payment of any rent or for the performance of any other covenants and conditions under this lease agreement until such time as it shall acquire by conveyance from Lessee or by foreclosure or other proceedings provided by law or by the terms of mortgage, deed or trust, or security instrument, all the right, title and interest of Lessee under this lease agreement; provided, however, that any party who shall acquire said right, title and interest of Lessee as above provided shall thereupon and thereby become liable for the full performance and all payments theretofore and thereafter required to be made by Lessee under the covenants and conditions of this lease agreement, as fully and completely and to the same extent as Lessee itself would have been if it still had retained its right, title and interest under this lease agreement.

### **ARTICLE 11 INDEMNITY/WAIVER**

#### **Section 11.01. Indemnity and Waiver**

A. As used in this Section 11.01, each of the following terms shall have the meanings set forth in this Section 11.01A:

(1) "Beneficiary" means the intended recipient of the benefits of another party's Indemnity, Waiver or obligation to Defend.

(2) "Claims" means all claims, damages (including actual, consequential, and punitive), losses, fines, penalties, liens, causes of action, suits, judgments, settlements,

and expenses [including court costs, attorney's fees (including attorney's fees in defending and/or settling a Claim and attorney's fees to collect on this Indemnity), costs of investigation, and expert witnesses] of any nature, kind or description by, through, or of any person or entity.

(3) "Defend" means to oppose on behalf of another party a Claim in litigation, arbitration, mediation or other alternative dispute resolution proceeding and to pay all costs associated with the preparation or prosecution of such Defense.

(4) "Indemnify" means to protect and hold harmless a party from and against a potential Claim and/or to compensate a party for a Claim actually incurred.

(5) "Indemnified Persons" means the Authority, its Port Commissioners, directors, managers, employees and agents.

(6) "Lessee Parties" means the Lessee, its agents, contractors, employees, owners, invitees, or licensees.

(7) "Waive" means to knowingly and voluntarily relinquish a right and/or to release another party from liability.

B. Subject to the terms of this Section 11.01, Lessee shall Defend and Indemnify the Indemnified Persons from and against all Claims resulting from, arising out of, or alleged to have arisen out of or resulted from, in whole or in part, any of the following matters (these Claims being referred to herein as the "Indemnified Claims"):

(1) the conduct of Lessee's business on the Leased Premises;

(2) Lessee's breach of this lease agreement;

(3) any property loss or damage occurring in, on, or about the Leased Premises or relating to the condition, use or occupancy of the Leased Premises;

(4) any bodily or personal injury, sickness, disease, and/or death (including the bodily or personal injury and/or death of any employee of an Indemnified Person or a Lessee Party) occurring in, on, or about the Leased Premises or relating to the condition, use of occupancy of the Leased Premises; or

(5) any act, omission, willful misconduct, strict liability, breach of warranty, express or implied, or violation of any laws, ordinances, rules, regulations, or codes, now or hereafter existing, of or by any Lessee Party, including the sole, joint, concurrent, or comparative negligence of any Lessee Party in connection with or pertaining to this lease agreement.

C. The Indemnities, Waivers and obligation to Defend in this Section 11.01 shall be enforced to the fullest extent permitted by applicable law for the benefit of the



applicable Beneficiary thereof, regardless of any extraordinary shifting of risks, and even if the applicable Claim is caused by the joint, concurrent, or comparative negligence of such Beneficiary, and regardless of whether liability without fault or strict liability is imposed upon or alleged against such Beneficiary; provided, however, that an Indemnity will not be enforced to the extent that a court of competent jurisdiction holds in a final judgment that the applicable Claim against a Beneficiary was caused by the willful misconduct or sole negligence of such Beneficiary.

D. Notwithstanding anything to the contrary contained in this Section 11.01, to the extent an Indemnified Claim arises out of the joint, concurrent, or comparative negligence, causation, responsibility or fault of the Indemnified Persons and the Lessee Parties, then the Lessee's obligation to the Indemnified Persons shall only extend to the percentage of the total responsibility of the Lessee Parties in contributing to such Indemnified Claim.

E. In claims against any Indemnified Person by or for an employee of a Lessee Party, the Lessee's indemnification obligation under this Section 11.01 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Lessee Party under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. If an action for damages is brought by an injured employee of Lessee, a legal beneficiary, or an insurance carrier against an Indemnified Person liable to pay damages for the injury or death of such employee under Chapter 417 (Third-Party Liability), Texas Labor Code, that results in a judgment against the Indemnified Person or a settlement by the Indemnified Person, Lessee expressly agrees to reimburse and hold harmless the Indemnified Person for the damages based on such judgment or settlement as provided in this Section 11.01.

F. Except as otherwise expressly limited in this Section 11.01, it is the intent of the parties to this lease agreement that all indemnity obligations and liabilities contracted for in this lease agreement be without monetary limit and without regard to the cause or causes thereof (including pre-existing conditions on Authority's Property or as the result of an indemnification agreement with a third party), and will not be limited by damages paid under the Workers' Compensation Act. The indemnity contained in this Section 11.01 applies, without limitation, to any violation of any law, rules or regulations referred to in Section 4.02 in effect during the Term, and any and all matters arising out of any act, omission, event or circumstance existing or occurring during the Term, regardless of whether the act, omission, event or circumstance constituted a violation of any law, rules or regulations referred to in Section 4.02 at the time of its existence or occurrence.

G. If any action or proceeding is brought against an Indemnified Person by reason of any Indemnified Claim described in this Section 11.01, the Indemnified Person will be represented by its general counsel, or another attorney selected by the Indemnified Person and approved by Lessee, which approval will not be unreasonably withheld.

H. If Lessee should fail or refuse, after written notice to Lessee that an Indemnified Person intends to make a settlement of an Indemnified Claim, to participate in

the settlement of such Indemnified Claim, then the Indemnified Person may settle with the claimant without prejudice to the Indemnified Person's indemnity rights set forth herein, and a settlement after such notice to Lessee will constitute a settlement of the proportionate fault, including but not limited to negligence, of both Lessee and the Indemnified Person, which settlement may later be apportioned between Indemnified Person and Lessee.

I. Lessee agrees to support its obligations to Indemnify and Defend the Indemnified Persons by the purchase of insurance, including contractually assumed liability coverage.

## ARTICLE 12 INSURANCE

### Section 12.01. Insurance

Without limiting the indemnity obligations or liabilities of Lessee, or its insurers, provided herein, Lessee agrees at all times this lease agreement is in effect to carry and maintain at its sole expense policies of insurance ("the Policies") of the types and in the minimum amounts as follows:

A. "All Risks" of Direct Physical Loss, including Flood, on buildings, improvements and betterments situated on the Leased Premises in an amount sufficient to cover 100% of the Insurable Value of the said buildings, improvements and betterments; and in builder's risk completed value form during substantial construction of improvements (including malicious mischief and vandalism); in amounts sufficient to provide coverage for 100% of the Insurable Value of such improvements. Lessee is responsible for insurance for its personal property on the Leased Premises. "Insurable Value" means replacement cost value.

B. For all its employees engaged in performing work, workers' compensation required by the Texas Workers' Compensation Code, and employer's liability insurance with limits of at least \$500,000.00 each employee accident and disease, or such similar insurance which is in accordance with state and federal law applicable to said employees.

C. Commercial General Liability (CGL) coverage with policy limits of at least \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate at the Leased Premises

D. Business Auto Liability coverage for all owned and non-owned vehicles, with a policy limit of \$1,000,000.00 (Combined Single Limit.)

E. Umbrella liability coverage limits of not less than \$5,000,000.00 over and above the underlying primary coverage limits stated in subparagraph B, C and D in this Section.

F. Pollution Legal Liability including cleanup and defense costs for premises and operations including pollution of any body of water with limits of not less than \$5,000,000.00 per occurrence.

The minimum insurance protection amounts set forth in the Policies shall be increased from time to time upon request by Authority to an amount, which is commercially reasonable at the time.

Authority shall be furnished, to the attention of Authority's Real Estate Manager, prior to Lessee taking possession or occupancy of the Leased Premises, as proof of the insurance required of Lessee a certificate or certificates of insurance (and the endorsements required in this paragraph shall be attached to the certificate or certificates of the insurance) describing the Policies, which certificates must be acceptable, in their form and content, to PCCA. Each of the Policies will be endorsed to (a) (except for Workers' Compensation and employer's liability insurance) name Authority, its Port Commissioners, officers, officials, employees and agents as an additional insured (b) provide that it will not be suspended, voided, canceled or reduced in coverage or limits without thirty (30) days' prior written notice from Lessee to Authority, Attention: Real Estate Manager, and (c) provide that notwithstanding any language in any policy of insurance held by Authority ("Authority Insurance") to the effect that the Authority Insurance is primary, the policy or policies held by Lessee are primary coverage and the Authority Insurance is non-contributory so that Authority Insurance will not share with the Policies.

Lessee shall deliver to Authority certificates of renewal at least thirty (30) days prior to the expiration date of each of the Policies and copies of new policies at least thirty (30) days prior to terminating any of the Policies. The deductible or self-insured retention for each of the Policies must be stated in the certificate of insurance provided to Authority if either exceeds \$50,000.00; and, in such event, Authority may decline to approve this lease agreement without any liability to Lessee. The company writing each of the Policies must possess a current rating with A.M. Best Company of at least A: VI. If Lessee neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Authority may procure such insurance at Lessee's expense, and Authority is entitled to reimbursement from Lessee for all amounts spent to procure and maintain the insurance, with interest on such expense at a rate of 10% annually from the date Lessee receives Authority's notice of payment until reimbursement.

#### **Section 12.02. Waiver of Subrogation**

Lessee waives every claim which arises or may arise in its favor against Authority during the Term for any and all claims against it, or for loss of, or damage to, any of its property located within or upon, or constituting a part of, the Leased Premises, covered by applicable insurance policies, to the extent that such claim, loss or damage is covered or recoverable under said insurance policies. Said waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this lease agreement with respect to any loss of or damage to property of the parties hereto. Lessee agrees to immediately give to each insurance company which has issued to it policies of insurance applicable to provisions of this lease agreement written notice of the terms of the waiver set forth in this Section, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver; and Lessee will provide to Authority a copy of said endorsement or endorsements or evidence that such endorsement is not necessary to prevent the invalidation of the insurance coverage by reason of such waiver.

## **ARTICLE 13 PROPERTY LOSS**

### **Section 13.01. Obligation to Restore**

If all or any part of the improvements located on (or constituting a part of) the Leased Premises are destroyed or damaged by any casualty during any Term, Lessee will promptly commence and thereafter prosecute diligently to completion the restoration of the same to the condition in which the destroyed or damaged portion existed prior to the casualty. Lessee will perform such restoration with at least as good workmanship and quality as the improvements being restored and in compliance with the provisions of Article 5 hereof. Notwithstanding the foregoing provisions of this paragraph to the contrary, if all of such improvements are wholly destroyed by any casualty or are so damaged or destroyed that, in Lessee's good faith judgment reasonably exercised, it would be uneconomic to cause the same to be restored (and Lessee shall give written notice of such determination to Authority within ninety (90) days after the date casualty occurred), then Lessee shall not be obligated to restore such improvements and this lease agreement shall terminate as of the date of the casualty, and Authority shall be entitled to receive and retain the insurance proceeds for the loss.

If a property loss affecting the Leased Premises occurs, all insurance proceeds arising from policies maintained by Lessee for the damages arising from such casualty shall be distributed and paid directly to Authority, and Authority shall distribute such insurance proceeds to Lessee to the extent necessary to reimburse Lessee for costs incurred by Lessee in restoring the damaged Leased Premises in satisfaction of this Section 12.01, and any balance of such proceeds remaining after such restoration is complete shall be paid to Lessee within sixty (60) days after the restoration is complete and approved by Authority.

### **Section 13.02. Damage Near End of Term**

If the Leased Premises are damaged to the extent of fifty per cent (50%) or destroyed in whole or in part during the last twenty-four (24) months of the Term, Lessee shall have the right to terminate this lease agreement and not rebuild the improvements on the Leased Premises, in which event Authority shall be entitled to receive and retain the insurance proceeds from the loss or Lessee will rebuild as provided herein.

If the Port of Corpus Christi or its ship channel are damaged or destroyed in whole or in part to the extent that it is not economically or physically feasible to re-open the same, in Authority's sole judgment, then Authority shall have the option to terminate this lease agreement.

The party electing to terminate this lease agreement shall give notice to the other party of such election within ninety (90) days after the occurrence of such event. If such notice is given, the rights and obligations of the parties shall cease as of the date of such notice, and rent shall be adjusted as of the date of such notice of termination.

**Section 13.03. Notice of Damage**

Lessee shall immediately notify Authority of any material destruction of or damage to the Leased Premises.

**ARTICLE 14  
CONDEMNATION**

**Section 14.01. Total Taking**

If a total taking of the Leased Premises by condemnation occurs, then this lease agreement shall terminate as of the date the condemning authority takes lawful possession of the Leased Premises, and Authority is entitled to receive and retain the award for the taking of the Leased Premises except for damages awarded to Lessee.

**Section 14.02. Partial Taking**

If a partial taking of the Leased Premises by condemnation occurs, (a) this lease agreement will continue in effect as to the portion of the Leased Premises not taken, and (b) Lessee must promptly commence and thereafter prosecute diligently to completion the restoration of the remainder of Lessee's improvements located on (or constituting a part of) the Leased Premises to an economically viable unit with at least as good workmanship and quality as existed prior to the taking. In the event of a partial taking of the Leased Premises, Authority is entitled to receive and retain the award for the portion of the Leased Premises taken. In addition, upon a partial taking, the annual rent payable during the remainder of the Term (after the condemning authority takes lawful possession of the portion taken) shall be reduced proportionally, giving due regard to the relative value of the portion of the Leased Premises taken as compared to the remainder thereof.

**Section 14.03. Voluntary Conveyance**

Nothing in this article prohibits Authority from voluntarily conveying all or part of the premises to a public utility, agency, or authority under threat of a taking under the power of eminent domain. Any such voluntary conveyance will be treated as a taking within the meaning of this Article.

**Section 14.04. Notice of Proposed Taking**

Lessee and Authority shall immediately notify the other of any proposed taking by condemnation of the Leased Premises.

**ARTICLE 15  
QUIET ENJOYMENT**

Lessee, on paying the rent and all other sums called for herein and performing all of Lessee's other obligations contained herein, shall and may peaceably and quietly have, hold,



occupy, use and enjoy the Leased Premises during the Term, subject to the provisions of this lease agreement. Authority agrees to warrant and forever defend Lessee's right to occupancy of the Leased Premises against the claims of any and all persons whomsoever lawfully claiming the same or any part thereof, by, through or under Authority (but not otherwise) subject to (a) the provisions of this lease agreement, (b) the lawful use of the Leased Premises by any mineral owner of part or all of the Leased Premises or a lessee in an oil, gas or mineral lease granted by any mineral owner of all or part of the Leased Premises, (c) all matters of record in Nueces County, Texas, and (d) any unrecorded easements or licenses executed by Authority to the extent the foregoing are validly existing and applicable to the Leased Premises. Lessee shall have no right to voluntarily permit any portion of the Leased Premises to be used for the purpose of drilling an oil or gas well without Authority's prior written consent.

## **ARTICLE 16 MEDIATION**

### **Section 16.01. Mediation**

Authority and Lessee agree they will, before taking any other legal action, including the filing of an action in State or Federal Court, attempt in good faith, to mediate in Corpus Christi, Texas, any controversy or claim arising out of or related to this lease agreement before a mediator to be agreed upon by Authority and Lessee. Authority and Lessee must agree upon a mediator within fifteen (15) days after a written request for mediation by either party, or either party may request any State District Judge sitting in Nueces County, Texas, to appoint a mediator and such appointment will be final. The mediator will schedule a mediation meeting at a time and place determined by the mediator. Authority and Lessee will each pay one-half of the costs of mediation to the mediator.

## **ARTICLE 17 GENERAL PROVISIONS**

### **Section 17.01. Compliance**

Lessee must comply with all federal, state and local laws, rules or regulations, including Authority's Tariff 100-A, applicable to Lessee's tenancy or operations on the Leased Premises. Lessee must comply with the requirements of Item 669 of Authority's Tariff 100-A to the extent the same apply to Lessee, its agents, servants and employees.

### **Section 17.02. Inspection**

Upon reasonable request Lessee will permit Authority and Authority's agents, representatives or employees to enter on the Leased Premises for the purpose of inspection to determine whether Lessee is in compliance with the terms of this lease agreement, for purposes of maintaining, repairing or altering the premises, or for the purposes of showing the Leased Premises to prospective lessees, purchasers, mortgagees or beneficiaries under deeds of trust.

In an emergency, Authority, its agents, servants and employees, may use any reasonable means to open any gate or door into or on the Leased Premises without any liability for doing so. Entry into the Leased Premises by Authority for any purpose permitted herein shall not constitute a trespass nor an eviction (constructive or otherwise), nor entitle Lessee to any abatement or reduction of rent, nor constitute grounds for any claim by Lessee (and Lessee hereby waives any such claim) for damages for any injury to or interference with Lessee's business, for loss of occupancy or quiet enjoyment or for consequential damages except due to negligence of Authority.

#### **Section 17.03. No Partnership**

The relationship between Authority and Lessee at all times shall remain solely that of landlord and tenant and not be deemed a partnership or joint venture. This lease agreement is for the sole benefit of Authority and Lessee and no other person, entity or third party unless the benefit to a person, entity or third party is expressly stated in this lease agreement.

#### **Section 17.04. Payments and Notices**

All payments, notices, demands or requests from Lessee to Authority shall be given to Authority, Attention: Executive Director, P.O. Box 1541, Corpus Christi, Texas 78403, or at such other address as Authority shall request in writing. All payments, notices, demands or requests from Authority to Lessee shall be given to Lessee, John Bludworth Shipyard, LLC, at P. O. Box 2441, Corpus Christi, Texas 78403, or at such other address as Lessee shall request in writing. Any notice required or permitted under this lease agreement must be in writing. Any notice required by this lease agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage paid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received.

#### **Section 17.05. Estoppel Certificate**

On request, Lessee will execute an estoppel certificate that states the commencement date and termination date of the lease, describes any rights to extend the Term, lists defaults by Authority and provides any other information reasonably requested.

#### **Section 17.06. Abatement**

Lessee's covenant to pay rent and additional rent and Authority's covenants are independent. Except as otherwise provided, Lessee is not entitled to abatement of rent or additional rent for any reason.

**Section 17.07. Abandoned Property**

Authority may retain, destroy or dispose of any property left on the Leased Premises at the expiration or termination of this lease.

**ARTICLE 18  
MISCELLANEOUS**

**Section 18.01. Parties Bound**

This agreement binds and inures to the benefit of the parties and their respective legal representatives, heirs, distributees, successors and assigns where assignment is permitted by this lease agreement.

**Section 18.02. Applicable Law**

This agreement must be construed and its performance enforced under Texas law. Venue of any action arising out of this lease agreement will be in Nueces County, Texas.

**Section 18.03. Severability**

If any part of this lease agreement is for any reason found to be unenforceable, all other portions nevertheless remain enforceable.

**Section 18.04. Time of Essence**

Time is of the essence with respect to each date or time specified in this lease agreement by which an event is to occur.

**Section 18.05. Rights and Remedies Cumulative**

The rights and remedies provided by this lease agreement 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. All the rights and remedies may be exercised and enforced concurrently or whenever occasion for the exercise arises.

**Section 18.06. Attorneys' Fees**

In the event Authority or Lessee breach or default upon any of the terms of this lease agreement and the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the reasonable attorneys' fees incurred by the prevailing party.



#### **Section 18.07. Captions**

All captions in this lease agreement are for reference and convenience only and shall not modify or affect the provisions of this lease agreement in any manner.

#### **Section 18.08. Public Disclosure**

Authority is a governmental authority subject to the requirements of the Texas Open Meetings Act and the Texas Public Information Act (Texas Government Code, chapters 551 and 552), and as such Authority is required to disclose to the public (upon request) this lease agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, Lessee agrees that the disclosure of this lease agreement or any other information or materials related to the consummation of the transactions contemplated hereby to the public by Authority as required by the Texas Open Meetings Act, Texas Public Information Act or any other law will not expose Authority (or any party acting by, through or under Authority) to any claim, liability or action by Lessee.

#### **Section 18.09. Brokers**

Lessee hereby warrants and represents unto Authority that it has not incurred or authorized any brokerage commission, finder's fees or similar payments in connection with this lease agreement, and agrees to defend, indemnify and hold harmless Authority from and against any claim for brokerage commission, finder's fees or similar payment arising by virtue of authorization by, through or under Lessee in connection with this lease agreement.

#### **Section 18.10. Authority**

The person executing this lease agreement on behalf of the Lessee personally warrants and represents unto Authority that (a) (if applicable) Lessee is a duly organized and existing legal entity, in good standing in the state of Texas, (b) Lessee has full right and authority to execute, deliver and perform this lease agreement, (c) the person executing this lease agreement on behalf of Lessee was authorized to do so, and (d) upon request of Authority, such person will deliver to Authority satisfactory evidence of his or her authority to execute this lease agreement on behalf of Lessee.

#### **Section 18.11. Recording**

Neither this lease agreement (including any exhibit hereto) nor any memorandum shall be recorded without the prior written consent of Authority.

#### **Section 18.12. Interpretation**

Both Authority and Lessee and their respective legal counsel have reviewed and have participated in the preparation of this lease agreement. Accordingly, no presumption will apply in favor of either Authority or Lessee in the interpretation of this lease agreement or in the resolution of the ambiguity of any provision hereof.

#### **Section 18.13. Force Majeure**

In the event either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of *force majeure*, which includes strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts (hereinafter "*force majeure*"), such party shall be excused for the period of time equivalent to the delay caused by such *force majeure*.

Notwithstanding the foregoing, any extension of time for *force majeure* shall be conditioned upon the party seeking an extension of time and delivering written notice of such *force majeure* to the other party within five (15) calendar days of the event causing the *force majeure*, and the maximum period of time which a party may delay any act or performance of work due to *force majeure* shall be sixty (120) days.

#### **Section 18.14. Contractual Relationship**

Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against Authority or Lessee.

#### **Section 18.15. Entire Agreement**

This lease agreement, including any exhibits, constitutes the parties' final and mutual agreement. There are no written or oral representations or understandings that are not fully expressed in this lease agreement. No change, waiver or discharge is valid unless in a writing that is signed by the party against whom it is sought to be enforced.


IN TESTIMONY WHEREOF, this lease agreement is executed in duplicate originals, either of which shall be deemed to be an original, at Corpus Christi, Texas, on the date first above mentioned.

**PORT OF CORPUS CHRISTI AUTHORITY  
OF NUECES COUNTY, TEXAS**



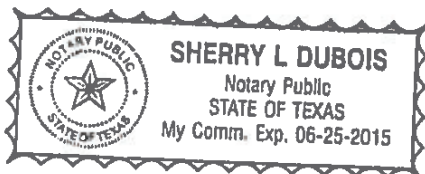
By:   
John P. LaRue  
Executive Director  
"Authority"

**JOHN BLUDWORTH SHIPYARD, LLC**

By:   
Name: CASPER C. D'ANNA  
Title: PRESIDENT  
"Lessee"

STATE OF TEXAS       §  
                                  §  
COUNTY OF NUECES   §

This instrument was acknowledged before me on the 14<sup>th</sup> day of February, 2012, by JOHN P. LARUE, Executive Director of the Port of Corpus Christi Authority of Nueces County, Texas, on behalf of said Authority.



Sherry L. Dubois  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS       §  
                                  §  
COUNTY OF NUECES   §

This instrument was acknowledged before me on the 1st day of March, 2012, by Gasper D'Anna, President of John Bludworth Shipyard, LLC, a Texas Limited Liability Corporation, on behalf of said corporation.



Joanna Maree Oller  
NOTARY PUBLIC, STATE OF TEXAS

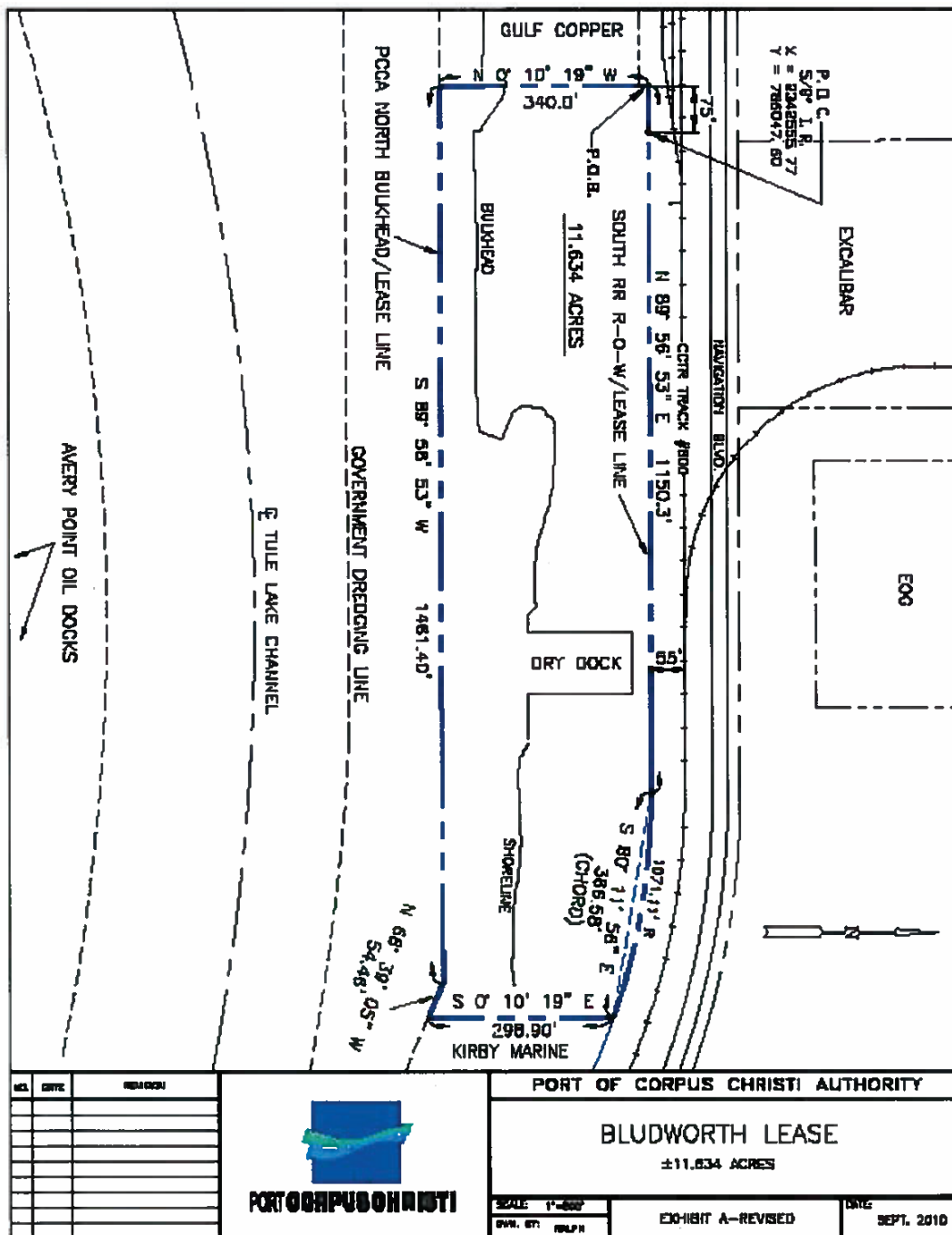


EXHIBIT A

## **EXHIBIT B**

### **Authority Owned Improvements:**

1. Approximately 500 feet of steel bulkhead.
2. A bulkheaded dry-dock slip, which is 100 feet wide, 150 feet long and dredged to a nominal depth of 30 feet.

All of these improvements will be delivered back to Authority upon termination of the lease.



September 22, 2025

Ms. Rachel Ellis  
Applications Review and Processing Team (MC 148)  
Water Quality Division  
Texas Commission of Environmental Quality  
P.O. Box 13087  
Austin, TX 78711-3087

Re: Additional Information for Application to Renew Permit No. WQ0004889000  
John Bludworth Shipyard, L.L.C.  
Regulated Entity Number: RN100613959  
Customer Number: CN600323158

Dear Ms. Ellis:

TRC Environmental Corporation (TRC) respectfully submits this letter on behalf of John Bludworth Shipyard, LLC (JBS), located at 3101 E Navigation Boulevard, Corpus Christi, Texas (Facility) in response to the request for additional information issued by the TCEQ dated September 5, 2025 for the application to renew Permit No. WQ0004889000. The pertinent information requested is provided below and the responses to the issues are stated in **Bold**.

1. Please either provide an updated lease agreement or easement. A long-term easement or agreement for at least the term of the permit must be provided. The agreement provided in attachment G reads 5 years since 2012 for Port of Corpus Christi Authority of Nueces County, and John Bludworth Shipyard, L.L.C. Please provide updated easement/lease agreements. Lease agreements should: include the term of the lease, which at minimum should be for the life of the permit; identify the names of both parties; include the acreage; identify the land by legal description or map; be signed by both parties; clearly authorizes the application to use the land for the purpose of either operating the facility, effluent disposal or sewage sludge disposal, as appropriate.

**Documentation verifying the renewal of the lease agreement included in Attachment G of the renewal application is included in Attachment 1 of this letter.**

2. Core Data Form, Sections II & III: Applicants are required to complete a updated (2024) Core Data Form (Form No. 10400). Please address each item individually and return the completed form with your response to this letter.

**The Core Data Form (Form No. 10400) has been updated to the most recent version of the form (2024) and is attached to this letter (Attachment 2).**

3. Supplemental Permit Information Form (SPIF): We could not locate this form. All TPDES permit applicants are required to fill out and return the SPIF. Please complete and return this form with your response to this letter. The information required in this form is separate from the wastewater application and is not used by TCEQ.

**The Supplemental Permit Information Form (SPIF) has been completed and is attached via email under a separate cover.**

4. The following is a portion of the NORI which contains information relevant to your application. Please read it carefully and indicate if it contains any errors or omissions. The complete notice will be sent to you once the application is declared administratively complete.

APPLICATION. John Bludworth Shipyard, L.L.C., P.O. Box 2441, Corpus Christi, Texas 78403, which owns a marine repair facility, has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0004889000 (EPA I.D. No. TX0132004) to authorize the discharge of treated wastewater and stormwater at a volume not to exceed a daily average flow of at an intermittent and flow variable rate via Outfalls 001 and 002. The wastewater treatment facility is located at 3101 Navigation Boulevard, in the city of Corpus Christi, in Nueces County, Texas 78402. The discharge route is from the plant site directly to Corpus Christi Inner Harbor via Outfalls 001 and 002. TCEQ received this application on August 29, 2025. The permit application will be available for viewing and copying at Corpus Christi Central Library, front desk, 805 Comanche Street, Corpus Christi, Texas prior to the date this notice is published in the newspaper. The application, including any updates, and associated notices are available electronically at the following webpage:

<https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>. This link to an electronic map of the site or facility's general location is provided as a public courtesy and not part of the application or notice. For the exact location, refer to the application.

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-97.43876,27.825458&level=18>

Further information may also be obtained from John Bludworth Shipyard, L.L.C. at the address stated above or by calling Mr. Gasper D'Anna, President, at 361-887-7981.

**JBS respectfully requests the following revision to the public notice language above, as JBS does not have average or maximum daily flow limits due to the intermittent and variable nature of the discharge.**

**"John Bludworth Shipyard, L.L.C., P.O. Box 2441, Corpus Christi, Texas 78403, which owns a marine repair facility, has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0004889000 (EPA I.D. No. TX0132004) to authorize the discharge of treated wastewater and stormwater at an intermittent and flow variable rate via Outfalls 001 and 002."**



5. The application indicates that public notices in Spanish are required. After confirming the portion of the NORI above does not contain any errors or omissions, please use the attached template to translate the NORI into Spanish. Only the first and last paragraphs are unique to this application and require translation. Please provide the translated Spanish NORI in a Microsoft Word document.

**A Spanish version of the NORI, which includes the revised text above, is included in Attachment 3 of this letter.**

6. A Plain Language Summary (PLS) and a translated Spanish PLS, as indicated in Section 8.E, question 5, is required. Please refer to the attached, and complete and provide the Microsoft Word Document File response via email.

**The PLS form has been updated to include the Spanish translation, and a copy is included in Attachment 4 of this letter.**

7. Paper copy of complete application: Please provide a hard copy (via mailing address) of the complete application, including technical report and attachments.

Mailing address:  
P.O. Box 13087  
Austin, Texas 78711

**The hard copies of the full application and separate SPIF will be delivered to the TCEQ in Austin, TX as required.**

If you should have any additional questions or comments regarding this response, please feel free to contact Mona Brandon at 828.237.2239 or by email at [mbrandon@trccompanies.com](mailto:mbrandon@trccompanies.com).

Sincerely,

TRC Environmental Corporation



Mona Brandon, CHMM  
Project Manager

cc: Gasper C. D'Anna – John Bludworth Shipyard

**ATTACHMENT 1**

3101 Navigation  
Corpus Christi, TX 78402  
P.O. Box 2441  
Corpus Christi, TX 78403-2441



Phone No. 361/887-7981  
Toll Free 800/874-7981  
Fax No. 361/887-6014  
E-mail: info@jbludshipyard.com

December 14, 2021

Port of Corpus Christi  
P.O. Box 1541  
Corpus Christi, Texas 78403

Attn: Sam Esquivel  
Director of Real Estate Services

Re: Lease Extension with John Bludworth Shipyard, LLC


Dear Mr. Esquivel:

Per the Lease Agreement between the Port of Corpus Christi Authority (POCCA) and John Bludworth Shipyard, LLC (ID 16205) dated February 14, 2012, Article 1, Lease Premises, Section 1.01 this letter is to notify POCCA our intent to exercise the 5 (five) year option period from February 14, 2022 to February 14, 2027 as allowed and required in this agreement.

Annual rent for this 5 (five) year option period has been determined and agreed upon by POCCA and John Bludworth Shipyard in letter from POCCA dated and signed December 10, 2021 detailing an escalating Equalization Value and Rent Schedule for the lease years 2022 to 2027. A copy of that letter is provided for reference.

We are excited to continue being a part of the growth and expansion of the Port of Corpus Christi.

Regards,



Gasper C. D'Anna  
President

**ATTACHMENT 2**



# TCEQ Core Data Form

For detailed instructions on completing this form, please read the Core Data Form Instructions or call 512-239-5175.

## SECTION I: General Information

|   |   |   |
|---|---|---|
| <b>1. Reason for Submission</b> (If other is checked please describe in space provided.)  |   |   |
| <input type="checkbox"/> New Permit, Registration or Authorization (Core Data Form should be submitted with the program application.) |   |   |
| <input checked="" type="checkbox"/> Renewal (Core Data Form should be submitted with the renewal form)                                | <input type="checkbox"/> Other  |   |
| <b>2. Customer Reference Number</b> (if issued)   | <a href="#">Follow this link to search for CN or RN numbers in Central Registry**</a> | <b>3. Regulated Entity Reference Number</b> (if issued) |
| CN 600323158  |   | RN 100613959  |

## SECTION II: Customer Information

|   |             |  |              |  |  |       |                |
|---|-------------|--|--------------|--|--|-------|----------------|
| <b>4. General Customer Information</b>  |             | <b>5. Effective Date for Customer Information Updates</b> (mm/dd/yyyy) |              |  |  |       |                |
| <input type="checkbox"/> New Customer <input type="checkbox"/> Update to Customer Information <input type="checkbox"/> Change in Regulated Entity Ownership<br><input type="checkbox"/> Change in Legal Name (Verifiable with the Texas Secretary of State or Texas Comptroller of Public Accounts) |             |  |              |  |  |       |                |
| <i>The Customer Name submitted here may be updated automatically based on what is current and active with the Texas Secretary of State (SOS) or Texas Comptroller of Public Accounts (CPA).</i>   |             |  |              |  |  |       |                |
| <b>6. Customer Legal Name</b> (If an individual, print last name first: eg: Doe, John)  |             |  |              | <i>If new Customer, enter previous Customer below:</i>               |  |       |                |
| JOHN BLUDWORTH SHIPYARD. LLC  |             |  |              |  |  |       |                |
| <b>7. TX SOS/CPA Filing Number</b>  |             | <b>8. TX State Tax ID</b> (11 digits)                                  |              | <b>9. Federal Tax ID</b><br>(9 digits)                               | <b>10. DUNS Number</b> (if applicable)   |       |                |
| 704525322   |             | 17605922453  |              |  |  |       |                |
| <b>11. Type of Customer:</b>  |             | <input type="checkbox"/> Corporation                                   |              | <input type="checkbox"/> Individual                                  | Partnership: <input type="checkbox"/> General <input type="checkbox"/> Limited |       |                |
| Government: <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Federal <input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Other   |             | <input type="checkbox"/> Sole Proprietorship                           |              | <input checked="" type="checkbox"/> Other: Limited Liability Company |  |       |                |
| <b>12. Number of Employees</b>  |             |  |              | <b>13. Independently Owned and Operated?</b>                         |  |       |                |
| <input type="checkbox"/> 0-20 <input checked="" type="checkbox"/> 21-100 <input type="checkbox"/> 101-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501 and higher  |             |  |              | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |  |       |                |
| <b>14. Customer Role</b> (Proposed or Actual) – as it relates to the Regulated Entity listed on this form. Please check one of the following  |             |  |              |  |  |       |                |
| <input type="checkbox"/> Owner <input type="checkbox"/> Operator <input checked="" type="checkbox"/> Owner & Operator <input type="checkbox"/> Other:<br><input type="checkbox"/> Occupational Licensee <input type="checkbox"/> Responsible Party <input type="checkbox"/> VCP/BSA Applicant       |             |  |              |  |  |       |                |
| <b>15. Mailing Address:</b>   | PO BOX 2441 |  |              |  |  |       |                |
|   | <b>City</b> | Corpus Christi   | <b>State</b> | TX   | <b>ZIP</b>   | 78403 | <b>ZIP + 4</b> |
| <b>16. Country Mailing Information</b> (if outside USA)   |             |  |              |  | <b>17. E-Mail Address</b> (if applicable)                                      |       |                |
|   |             |  |              |  | gdanna@jbludshipyard.com   |       |                |

|                             |                              |                                       |
|-----------------------------|------------------------------|---------------------------------------|
| <b>18. Telephone Number</b> | <b>19. Extension or Code</b> | <b>20. Fax Number (if applicable)</b> |
| ( 361 ) 887-7981            |                              | ( 361 ) 887-6014                      |

## SECTION III: Regulated Entity Information

|  |                          |                |              |    |            |       |                |  |
|--|--------------------------|----------------|--------------|----|------------|-------|----------------|--|
| <b>21. General Regulated Entity Information</b> (If 'New Regulated Entity' is selected, a new permit application is also required.)                                    |                          |                |              |    |            |       |                |  |
| <input type="checkbox"/> New Regulated Entity <input type="checkbox"/> Update to Regulated Entity Name <input type="checkbox"/> Update to Regulated Entity Information |                          |                |              |    |            |       |                |  |
| <i>The Regulated Entity Name submitted may be updated, in order to meet TCEQ Core Data Standards (removal of organizational endings such as Inc, LP, or LLC).</i>      |                          |                |              |    |            |       |                |  |
| <b>22. Regulated Entity Name</b> (Enter name of the site where the regulated action is taking place.)  |                          |                |              |    |            |       |                |  |
| JOHN BLUDWORTH SHIPYARD, LLC   |                          |                |              |    |            |       |                |  |
| <b>23. Street Address of the Regulated Entity:</b><br><br>(No PO Boxes)  | 3101 E. Navigation Blvd. |                |              |    |            |       |                |  |
|  |                          |                |              |    |            |       |                |  |
|  | <b>City</b>              | Corpus Christi | <b>State</b> | TX | <b>ZIP</b> | 78402 | <b>ZIP + 4</b> |  |
| <b>24. County</b>  |                          |                |              |    |            |       |                |  |

If no Street Address is provided, fields 25-28 are required.

|  |   |                |  |    |                                       |  |                         |         |
|--|---|----------------|--|----|---------------------------------------|--|-------------------------|---------|
| <b>25. Description to Physical Location:</b>   |   |                |  |    |                                       |  |                         |         |
| <b>26. Nearest City</b>  |   |                |  |    |                                       | <b>State</b>                                       | <b>Nearest ZIP Code</b> |         |
|  |   |                |  |    |                                       |  |                         |         |
| <i>Latitude/Longitude are required and may be added/updated to meet TCEQ Core Data Standards. (Geocoding of the Physical Address may be used to supply coordinates where none have been provided or to gain accuracy).</i> |   |                |  |    |                                       |  |                         |         |
| <b>27. Latitude (N) In Decimal:</b>  |   |                |  |    |                                       | <b>28. Longitude (W) In Decimal:</b>               |                         |         |
| Degrees  | Minutes                                     |                | Seconds  |    | Degrees                               | Minutes  |                         | Seconds |
| 27.825458  |   |                |  |    | -97.438760                            |  |                         |         |
| <b>29. Primary SIC Code</b><br>(4 digits)  | <b>30. Secondary SIC Code</b><br>(4 digits) |                | <b>31. Primary NAICS Code</b><br>(5 or 6 digits) |    |                                       | <b>32. Secondary NAICS Code</b><br>(5 or 6 digits) |                         |         |
| 3731   |   |                | 336611   |    |                                       |  |                         |         |
| <b>33. What is the Primary Business of this entity?</b> (Do not repeat the SIC or NAICS description.)  |   |                |  |    |                                       |  |                         |         |
| New Const. and repair of marine vessels  |   |                |  |    |                                       |  |                         |         |
| <b>34. Mailing Address:</b>  | PO BOX 2441                                 |                |  |    |                                       |  |                         |         |
|  |   |                |  |    |                                       |  |                         |         |
|  | <b>City</b>                                 | Corpus Christi | <b>State</b>                                     | TX | <b>ZIP</b>                            | 78403  | <b>ZIP + 4</b>          |         |
| <b>35. E-Mail Address:</b>   | gdanna@jbludshipyard.com                    |                |  |    |                                       |  |                         |         |
| <b>36. Telephone Number</b>  | <b>37. Extension or Code</b>                |                |  |    | <b>38. Fax Number (if applicable)</b> |  |                         |         |
| ( 361 ) 887-7981   |   |                |  |    | ( 361 ) 887-6014                      |  |                         |         |

**39. TCEQ Programs and ID Numbers** Check all Programs and write in the permits/registration numbers that will be affected by the updates submitted on this form. See the Core Data Form instructions for additional guidance.


|  |   |   |  |   |
|--|---|---|--|---|
| <input type="checkbox"/> Dam Safety            | <input type="checkbox"/> Districts                        | <input type="checkbox"/> Edwards Aquifer        | <input type="checkbox"/> Emissions Inventory Air | <input type="checkbox"/> Industrial Hazardous Waste |
| <input type="checkbox"/> Municipal Solid Waste | <input checked="" type="checkbox"/> New Source Review Air | <input type="checkbox"/> OSSF                   | <input type="checkbox"/> Petroleum Storage Tank  | <input type="checkbox"/> PWS                        |
|  | 49080   |   |  |   |
| <input type="checkbox"/> Sludge                | <input checked="" type="checkbox"/> Storm Water           | <input type="checkbox"/> Title V Air            | <input type="checkbox"/> Tires                   | <input type="checkbox"/> Used Oil                   |
|  | TXR05N455   |   |  |   |
| <input type="checkbox"/> Voluntary Cleanup     | <input checked="" type="checkbox"/> Wastewater            | <input type="checkbox"/> Wastewater Agriculture | <input type="checkbox"/> Water Rights            | <input checked="" type="checkbox"/> Other: P2 Plan  |
|  | WQ0004889000  |   |  | P07440  |

## **SECTION IV: Preparer Information**

|                             |                      |                       |                           |           |
|-----------------------------|----------------------|-----------------------|---------------------------|-----------|
| <b>40. Name:</b>            | Gasper C. D'Anna     |                       | <b>41. Title:</b>         | President |
| <b>42. Telephone Number</b> | <b>43. Ext./Code</b> | <b>44. Fax Number</b> | <b>45. E-Mail Address</b> |           |
| ( 361 ) 887-7981            |                      | ( 361 ) 887-6014      | gdanna@jbludshipyard.com  |           |

## **SECTION V: Authorized Signature**

46. By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 6 and/or as required for the updates to the ID numbers identified in field 39.

|                         |   |                   |                   |
|-------------------------|---|-------------------|-------------------|
| <b>Company:</b>         | John Bludworth Shipyard, LLC  | <b>Job Title:</b> | President         |
| <b>Name (In Print):</b> | Gasper C. D'Anna  | <b>Phone:</b>     | ( 361 ) 887- 7981 |
| <b>Signature:</b>       |  | <b>Date:</b>      | 9/22/25           |



**ATTACHMENT 3**

# Comisión de Calidad Ambiental del Estado de Texas



## AVISO DE RECIBO DE LA SOLICITUD Y EL INTENTO DE OBTENER PERMISO PARA LA CALIDAD DEL AGUA RENOVACION

**PERMISO NO. WQ000**

**SOLICITUD.** Astillero John Blutworth, L.L.C., P.O. Box 2441, Corpus Christi, Texas 78403, propietario de una planta de reparación marina, ha solicitado a la Comisión de Calidad Ambiental de Texas (TCEQ) la renovación del Permiso del Sistema de Eliminación de Descargas Contaminantes de Texas (TPDES) Permiso No. WQ0004889000 (EPA I.D. No. TX0132004) para autorizar la descarga de aguas residuales tratadas y aguas pluviales a un ritmo intermitente y de caudal variable a través de los desagües 001 y 002. La planta de tratamiento de aguas residuales está ubicada en 3101 Navigation Boulevard, en la ciudad de Corpus Christi, en el condado de Nueces, Texas 78402. La ruta de descarga es desde el sitio de la planta directamente al puerto interior de Corpus Christi a través de los desagües 001 y 002. La TCEQ recibió esta solicitud el 29 de agosto de 2025. La solicitud de permiso estará disponible para su consulta y copia en la Biblioteca Central de Corpus Christi, recepción, 805 Comanche Street. Corpus Christi, Texas, antes de la fecha de publicación de este aviso en el periódico. La solicitud, incluyendo sus actualizaciones y los avisos asociados, están disponibles electrónicamente en la siguiente página web:

<https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

Este enlace a un mapa electrónico de la ubicación general del sitio o de la instalación es proporcionado como una cortesía y no es parte de la solicitud o del aviso. Para la ubicación exacta, consulte la solicitud.

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-97.43876,27.825458&level=18>

**AVISO DE IDIOMA ALTERNATIVO.** El aviso de idioma alternativo en español está disponible en <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

**AVISO ADICIONAL.** El Director Ejecutivo de la TCEQ ha determinado que la solicitud es administrativamente completa y conducirá una revisión técnica de la solicitud. Después de completar la revisión técnica, el Director Ejecutivo puede preparar un borrador del permiso y emitirá una Decisión Preliminar sobre la solicitud. **El aviso de la solicitud y la decisión preliminar serán publicados y enviado a los que están en la lista de correo de las personas a lo largo del condado que desean recibir los avisos y los que están en la lista de correo que desean recibir avisos de esta solicitud. El aviso dará la fecha límite para someter comentarios públicos.**

**COMENTARIO PUBLICO / REUNION PUBLICA.** Usted puede presentar comentarios públicos

**o pedir una reunión pública sobre esta solicitud.** El propósito de una reunión pública es dar la oportunidad de presentar comentarios o hacer preguntas acerca de la solicitud. La TCEQ realiza una reunión pública si el Director Ejecutivo determina que hay un grado de interés público suficiente en la solicitud o si un legislador local lo pide. Una reunión pública no es una audiencia administrativa de lo contencioso.

**OPORTUNIDAD DE UNA AUDIENCIA ADMINISTRATIVA DE LO CONTENCIOSO.** Después del plazo para presentar comentarios públicos, el Director Ejecutivo considerará todos los comentarios apropiados y preparará una respuesta a todo los comentarios públicos esenciales, pertinentes, o significativos. **A menos que la solicitud haya sido referida directamente a una audiencia administrativa de lo contencioso, la respuesta a los comentarios y la decisión del Director Ejecutivo sobre la solicitud serán enviados por correo a todos los que presentaron un comentario público y a las personas que están en la lista para recibir avisos sobre esta solicitud. Si se reciben comentarios, el aviso también proveerá instrucciones para pedir una reconsideración de la decisión del Director Ejecutivo y para pedir una audiencia administrativa de lo contencioso.** Una audiencia administrativa de lo contencioso es un procedimiento legal similar a un procedimiento legal civil en un tribunal de distrito del estado.

**PARA SOLICITAR UNA AUDIENCIA DE CASO IMPUGNADO, USTED DEBE INCLUIR EN SU SOLICITUD LOS SIGUIENTES DATOS:** su nombre, dirección, y número de teléfono; el nombre del solicitante y número del permiso; la ubicación y distancia de su propiedad/actividad con respecto a la instalación; una descripción específica de la forma cómo usted sería afectado adversamente por el sitio de una manera no común al público en general; una lista de todas las cuestiones de hecho en disputa que usted presente durante el período de comentarios; y la declaración "[Yo/nosotros] solicito/solicitamos una audiencia de caso impugnado". Si presenta la petición para una audiencia de caso impugnado de parte de un grupo o asociación, debe identificar una persona que representa al grupo para recibir correspondencia en el futuro; identificar el nombre y la dirección de un miembro del grupo que sería afectado adversamente por la planta o la actividad propuesta; proveer la información indicada anteriormente con respecto a la ubicación del miembro afectado y su distancia de la planta o actividad propuesta; explicar cómo y porqué el miembro sería afectado; y explicar cómo los intereses que el grupo desea proteger son pertinentes al propósito del grupo.

Después del cierre de todos los períodos de comentarios y de petición que aplican, el Director Ejecutivo enviará la solicitud y cualquier petición para reconsideración o para una audiencia de caso impugnado a los Comisionados de la TCEQ para su consideración durante una reunión programada de la Comisión.

La Comisión sólo puede conceder una solicitud de una audiencia de caso impugnado sobre los temas que el solicitante haya presentado en sus comentarios oportunos que no fueron retirados posteriormente. **Si se concede una audiencia, el tema de la audiencia estará limitado a cuestiones de hecho en disputa o cuestiones mixtas de hecho y de derecho relacionadas a intereses pertinentes y materiales de calidad del agua que se hayan presentado durante el período de comentarios.** Si ciertos criterios se cumplen, la TCEQ puede actuar sobre una solicitud para renovar un permiso sin proveer una oportunidad de una audiencia administrativa de lo contencioso.

**LISTA DE CORREO.** Si somete comentarios públicos, un pedido para una audiencia administrativa de lo contencioso o una reconsideración de la decisión del Director Ejecutivo, la Oficina del Secretario Principal enviará por correo los avisos públicos en relación con la solicitud. Además, puede pedir que la TCEQ ponga su nombre en una o más de las listas correos siguientes (1) la lista de correo permanente para recibir los avisos del solicitante indicado por nombre y número del permiso específico y/o (2) la lista de correo de todas las solicitudes en un condado específico. Si desea que se agregue su nombre en una de las listas designe cual lista(s) y envía por correo su pedido a la Oficina del Secretario Principal de la TCEQ.

**INFORMACIÓN DISPONIBLE EN LÍNEA.** Para detalles sobre el estado de la solicitud, favor de visitar la Base de Datos Integrada de los Comisionados en [www.tceq.texas.gov/goto/cid](http://www.tceq.texas.gov/goto/cid). Para buscar en la base de datos, utilizar el número de permiso para esta solicitud que aparece en la parte superior de este aviso.

**CONTACTOS E INFORMACIÓN A LA AGENCIA.** Todos los comentarios públicos y solicitudes deben ser presentadas electrónicamente vía <http://www14.tceq.texas.gov/epic/eComment/> o por escrito dirigidos a la Comisión de Texas de Calidad Ambiental, Oficial de la Secretaría (Office of Chief Clerk), MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Tenga en cuenta que cualquier información personal que usted proporcione, incluyendo su nombre, número de teléfono, dirección de correo electrónico y dirección física pasarán a formar parte del registro público de la Agencia. Para obtener más información acerca de esta solicitud de permiso o el proceso de permisos, llame al programa de educación pública de la TCEQ, gratis, al 1-800-687-4040. Si desea información en Español, puede llamar al 1-800-687-4040.

También se puede obtener información adicional de John Bludworth Shipyard, L.L.C. En la dirección indicada anteriormente o llamando al Sr. Gasper D'Anna, President, al 361-887-7981.

Fecha de emisión: *[Date notice issued]*

**ATTACHMENT 4**



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

# SUMMARY OF APPLICATION IN PLAIN LANGUAGE FOR TPDES OR TLAP PERMIT APPLICATIONS

## Summary of Application (in plain language) Template and Instructions for Texas Pollutant Discharge Elimination System (TPDES) and Texas Land Application (TLAP) Permit Applications

Applicants should use this template to develop a plain language summary of your facility and application as required by Title 30, Texas Administrative Code (30 TAC), Chapter 39, Subchapter H. You may modify the template as necessary to accurately describe your facility as long as the summary includes the following information: (1) the function of the proposed plant or facility; (2) the expected output of the proposed plant or facility; (3) the expected pollutants that may be emitted or discharged by the proposed plant or facility; and (4) how you will control those pollutants, so that the proposed plant will not have an adverse impact on human health or the environment.

Fill in the highlighted areas below to describe your facility and application in plain language. Instructions and examples are provided below. Make any other edits necessary to improve readability or grammar and to comply with the rule requirements. After filling in the information for your facility delete these instructions.

If you are subject to the alternative language notice requirements in 30 TAC Section 39.426, **you must provide a translated copy of the completed plain language summary in the appropriate alternative language as part of your application package.** For your convenience, a Spanish template has been provided below.

### ENGLISH TEMPLATE FOR TPDES or TLAP NEW/RENEWAL/AMENDMENT APPLICATIONS Enter 'INDUSTRIAL' or 'DOMESTIC' here WASTEWATER/STORMWATER

*The following summary is provided for this pending water quality permit application being reviewed by the Texas Commission on Environmental Quality as required by 30 TAC Chapter 39. The information provided in this summary may change during the technical review of the application and is not a federal enforceable representation of the permit application.*

John Bludworth Shipyard, LLC (CN600323158) operates John Bludworth Shipyard (RN100613959), a full range of marine repair services for inland and offshore equipment, as well as new construction services. The facility is located at 3101 Navigation Boulevard, in Corpus Christi, Nueces County, Texas 78402. Renewal to discharge drydock ballast water and vessel wash water from outfall No. 001 and vessel ballast water, void take water and ballast and void tank wash water from outfall No. 002 into the Corpus Christi Inner Harbor Segment Number 2484.

Discharges from the facility are expected to contain total dissolved solids. No industrial wastewater is treated by the facility.

**PLANTILLA EN ESPAÑOL PARA SOLICITUDES NUEVAS/RENOVACIONES/ENMIENDAS DE  
TPDES o TLAP**

**AGUAS RESIDUALES** Introduzca 'INDUSTRIALES' o 'DOMÉSTICAS' aquí /AGUAS PLUVIALES

*El siguiente resumen se proporciona para esta solicitud de permiso de calidad del agua pendiente que está siendo revisada por la Comisión de Calidad Ambiental de Texas según lo requerido por el Capítulo 39 del Código Administrativo de Texas 30. La información proporcionada en este resumen puede cambiar durante la revisión técnica de la solicitud y no es una representación ejecutiva fedérale de la solicitud de permiso.*

*John Bludworth Shipyard, LLC (CN600323158) opera el Astillero John Bludworth (RN100613959), que ofrece una gama completa de servicios de reparación marina para equipos terrestres y de alta mar, así como servicios de nueva construcción. La instalación está ubicada en 3101 Navigation Boulevard, Corpus Christi, Condado de Nueces, Texas 78402. Se ha renovado la descarga del agua de lastre del dique seco y del agua de lavado de buques del emisario No. 001, así como del agua de lastre de buques, agua de toma de vacío y agua de lavado de tanques de lastre y vacío del emisario No. 002 al segmento 2484 del puerto interior de Corpus Christi. Este permiso no autorizará una descarga de contaminantes en el agua en el estado.*

*Se espera que las descargas de la instalación contengan sólidos disueltos totales. La instalación no trata aguas residuales industriales.*