



Administrative Package Cover Page

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2. First Notice (NORI-Notice of Receipt of Application and Intent to Obtain a Permit)
3. Application Materials



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 INDUSTRIAL 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.

Arcosa Aggregates Texas, LLC (CN606104289) operates Rye North Plant (RN109835660), a surface aggregate mining facility. The facility is located at 1175 CR 2134, in Cleveland, Liberty County, Texas 77327. This application is for an initial TPDES application.

Discharges from the facility are expected to contain total dissolved solids (TDS) and total suspended solids (TSS). Process water from mining operations will be treated by N/A - no wastewater treatment will be performed.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



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

PROPOSED PERMIT NO. WQ0005480000

APPLICATION. Arcosa Aggregates Texas, LLC, 401 South Interstate Highway 45, Ferris, Texas 75125, which operates a sand and gravel surface mining facility, has applied to the Texas Commission on Environmental Quality (TCEQ) for proposed Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0005480000 (EPA I.D. No. TX0147354) to authorize the discharge of process wastewater and stormwater at an intermittent and flow-variable volume. The facility is located at 1175 County Road 2134, in Liberty County, Texas 77327. The discharge route will be from the plant site to a manmade channel, thence to Fields Bayou, thence to Trinity River Below Lake Livingston. TCEQ received this application on January 24, 2025. The permit application will be available for viewing and copying at Liberty Municipal Library, 1710 Sam Houston Street, Liberty, in Liberty County, 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=-94.79265,30.427548&level=18>

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.**

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. 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. Si desea información en Español, puede llamar al 1-800-687-4040.

Further information may also be obtained from Arcosa Aggregates Texas, LLC at the address stated above or by calling Ms. Julia Andoe-Perla, Environmental Representative, at 682-702-6898.

Issuance Date: February 28, 2025

1. Administrative Report 1.0

An older version of the application form was used. Please complete and provide the current version of the Administrative Report (TCEQ-10411 rev. 09/2024). Application forms can be found on our website here: https://www.tceq.texas.gov/publications/search_forms.html.

The administrative report (rev. 09/2024) has been completed and attached. As this version does not have the SPIF and PLS embedded, those attachments were added as 7a and 13, respectively.

2. Administrative Report 1.0, Item 1.g

The application fee paid was \$350.00, but technical worksheet 1.0 shows the site is subject to EPA categorical effluent guidelines for 40 CFR parts 400-471, which has a required application fee of \$1,250.00. Please provide payment for the remaining amount of \$900.00 by check to the TCEQ Cashier's office and include the check number in your response.

The incorrect fee was selected. This has been corrected. A check for \$900.00 will be provided to the TCEQ Cashier's office. The check number is 1644. FedEx Tracking #: 772124695943.

3. Administrative Report 1.1

The affected landowner map does not label all adjacent properties or all properties for one full mile downstream of the point of discharge. Please provide an updated landowner map that clearly labels all properties adjacent to the property boundary and along the discharge route for one mile downstream. Please provide an updated cross-reference landowner list that includes all properties and the owner information for numbers 3 and 7. Please also provide the landowner list formatted for mailing labels (Avery 5160) in a Microsoft Word document.

The adjacent properties at the northwest corner of the property (between Landowner ID 1 and 14 on the Affected Landowner Map) and along the western property boundary (between Landowner ID 7 and 11) are partially included in the applicant's property. Therefore, those property owners are covered by the lease agreement that is included in the application. However, the Affected Landowner Map, the Affected Landowner Cross-Referenced List, and the Affected Landowner Labels (Attachments 4a, 4b, and 5) have been updated to include all surrounding properties, even if that information overlaps with applicant ownership.

The property that encompasses the tail end of the 1-mile discharge route (southeastern property boundary, between Landowner ID 11 and 5) is that of the applicant. This property is associated with a separate facility and separate wastewater application (Rye South Plant, RN112125083). We did not include the applicant in the affected landowner map based on TCEQ guidance. However, the Affected Landowner Map, the Affected Landowner Cross-Referenced List, and the Affected Landowner Labels (Attachments 4a, 4b, and 5) have been updated to include all surrounding properties, even if that information overlaps with applicant ownership.

Where more information has been requested for Landowner IDs 3 and 7, we're assuming that you meant 7 and 13. Landowner ID 3 (REESCANO ELMO) was verified to be correct. Landowner ID 7 was determined to be the same as Landowner ID 1 (JDSSTO INVESTMENTS LTD). Landowner ID 13 listed multiples owners; the only owner that we could identify was "REESCANO W R EST", which was identified to own 88.75% of the property per Liberty CAD. These two Landowners have been updated on the Affected Landowner Map, the Affected Landowner Cross-Referenced List, and the Affected Landowner Labels (Attachments 4a, 4b, and 5).

Updates made to the Affected Landowner Cross-Referenced List attached are highlighted in yellow.

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. Arcosa Aggregates Texas, LLC, 401 South Interstate Highway 45, Ferris, Texas 75125, which operates a sand and gravel surface mining facility, has applied to the Texas Commission on Environmental Quality (TCEQ) for proposed Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0005480000 (EPA I.D. No. TX0147354) to authorize the discharge of process wastewater and stormwater at an intermittent and flow-variable volume. The facility is located at 1175 County Road 2134, in Liberty County, Texas 77327. The discharge route will be from the plant site to a manmade drainage channel, thence to Fields Bayou, thence to Trinity River Below Lake Livingston (pending RWA). TCEQ received this application on January 24, 2025. The permit application will be available for viewing and copying at Liberty Municipal Library, 1710 Sam Houston Street, Liberty, in Liberty County, 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=-94.79265,30.427548&level=18>

Further information may also be obtained from Arcosa Aggregates Texas, LLC at the address stated above or by calling Ms. Julia Andoe-Perla, **Environmental Manager**, at 682-702-6898.

This portion of the NORI has been reviewed, and we would like to update Ms. Julia Andoe-Perla's title to "Environmental Representative".



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

INDUSTRIAL WASTEWATER PERMIT APPLICATION CHECKLIST

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

APPLICANT NAME: Arcosa Aggregates Texas, LLC

PERMIT NUMBER (If new, leave blank): WQ00 05480000

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 checked="" type="checkbox"/> | <input type="checkbox"/> | Worksheet 9.0 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| SPIF | <input checked="" type="checkbox"/> | <input 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 checked="" type="checkbox"/> | <input 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 checked="" type="checkbox"/> | <input type="checkbox"/> | Original USGS Map | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Worksheet 2.0 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Affected Landowners Map | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Worksheet 3.0 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Landowner Disk or Labels | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Worksheet 3.1 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Flow Diagram | <input checked="" type="checkbox"/> | <input 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 checked="" type="checkbox"/> | <input 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 checked="" type="checkbox"/> | <input 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 checked="" type="checkbox"/> | <input type="checkbox"/> |
| Worksheet 6.0 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |
| Worksheet 7.0 | <input type="checkbox"/> | <input checked="" 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-inst¹](#)).

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

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

Applicant Name: Arcosa Aggregates Texas, LLC

Permit No.: WQ00005480000

EPA ID No.: TX0147354

Expiration Date: Click to enter text.

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: N/A

For TCEQ Use Only

Segment Number _____ County _____

Expiration Date _____ Region _____

Permit Number _____

¹ https://www.tceq.texas.gov/publications/search_forms.html

g. Application Fee

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

h. Payment Information

Mailed

Check or money order No.: N/A

Check or money order amt.: N/A

Named printed on check or money order: N/A

Epay

Voucher number: 721215 and 721216

Copy of voucher attachment: 8

Item 2. Applicant Information (Instructions, Pages 26)

a. Customer Number, if applicant is an existing customer: CN606104289

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

b. Legal name of the entity (applicant) applying for this permit: Arcosa Aggregates Texas, 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): Matthew Hallmark

Title: General Manager, Texas Region Credential: N/A

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

☒ Yes ☐ No

² All facilities are designated as minors until formally classified as a major by EPA.

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

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

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): CNClick 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: 1

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): Jeff Jackson

Title: Vice President EHSR Credential: N/A

Organization Name: Resolute Compliance, LLC

Mailing Address: 1127 Judson Rd. Suite 233 City/State/Zip: Longview, TX 75601

Phone No: 903-707-8614 Email: jj@resolutecompliance.com

b. ☒ Administrative Contact ☒ Technical Contact

Prefix: Ms. Full Name (Last/First Name): Julia Andoe-Perla

Title: Environmental Representative Credential: N/A

Organization Name: Arcosa Aggregates Texas, LLC

Mailing Address: 401 S Interstate Hwy 45 City/State/Zip: Ferris, TX 75125

Phone No: 682-702-6898

Email: Julia.AndoePerla@arcosa.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: Ms. Full Name (Last/First Name): Julia Andoe-Perla

Title: Environmental Representative Credential: N/A

Organization Name: Arcosa Aggregates Texas, LLC

Mailing Address: 401 S Interstate Hwy 45 City/State/Zip: Ferris, TX 75125

Phone No: 682-702-6898 Email: Julia.AndoePerla@arcosa.com

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

Title: Click to enter text. Credential: Click to enter text.

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.

Attachment: Click to enter text.

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: Ms. Full Name (Last/First Name): Julia Andoe-Perla

Title: Environmental Representative Credential: N/A

Organization Name: Arcosa Aggregates Texas, LLC

Mailing Address: 401 S Interstate Hwy 45 City/State/Zip: Ferris, TX 75125

Phone No: 682-702-6898 Email: Julia.AndoePerla@arcosa.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: Ms. Full Name (Last/First Name): Julia Andoe-Perla

Title: Environmental Representative Credential: N/A

Organization Name: Arcosa Aggregates Texas, LLC

Mailing Address: 401 S Interstate Hwy 45 City/State/Zip: Ferris, TX 75125

Phone No: 682-702-6898

Email: Julia.AndoePerla@arcosa.com

Item 9. Notice Information (Instructions, Pages 28)

a. Individual Publishing the Notices

Prefix: Ms. Full Name (Last/First Name): Julia Andoe-Perla

Title: Environmental Representative Credential: N/A

Organization Name: Arcosa Aggregates Texas, LLC

Mailing Address: 401 S Interstate Hwy 45 City/State/Zip: Ferris, TX 75125

Phone No: 682-702-6898 Email: Julia.AndoePerla@arcosa.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: Julia.AndoePerla@arcosa.com

☐ Fax: Click to enter text.

☒ Regular Mail (USPS)

Mailing Address: 401 S Interstate Hwy 45

City/State/Zip Code: Ferris, TX 75125

c. Contact in the Notice

Prefix: Ms. Full Name (Last/First Name): Julia Andoe-Perla

Title: Environmental Representative Credential: N/A

Organization Name: Arcosa Aggregates Texas, LLC

Phone No: 682-702-6898 Email: Julia.AndoePerla@arcosa.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: Liberty Municipal Library Location within the building: Table near the reception desk

Physical Address of Building: 1710 Sam Houston Street

City: Liberty County: Liberty

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? [Click to enter text.](#)

- 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: 13
- g. Complete and attach one Public Involvement Plan (PIP) Form (TCEQ Form 20960) for each application for a new permit or major amendment. Attachment: 2

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

- a. TCEQ issued Regulated Entity Number (RN), if available: RN109835660

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): Rye North Plant

- 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: Mr. Full Name (Last/First Name): Matthew Hallmark

or Organization Name: Arcosa Aggregates Texas, LLC

Mailing Address: 401 S Interstate Hwy 45

City/State/Zip: Ferris, TX 75125

Phone No: 972-544-5917

Email: Matthew.Hallmark@arcosa.com

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

f. Owner of land where treatment facility is or will be: Various

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 (In some cases, a lease may not suffice - see instructions). Attachment: 12

g. Owner of effluent TLAP disposal site (if applicable): N/A

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.

☒ One-mile radius

☒ Three-miles downstream information

☒ Applicant's property boundaries

☒ Treatment facility boundaries

☒ Labeled point(s) of discharge

☒ Highlighted discharge route(s)

☒ Effluent disposal site boundaries

☐ All wastewater ponds

☐ Sewage sludge disposal site

☐ New and future construction

Attachment: 3

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: Septic tank is West of the office.

- 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: Outfall 001 (30.424655,-94.796922) into Fields Bayou

- 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: Discharges will exit via Outfall 001 when heavy rainfall causes the previously mined out pits to overflow the levee. Discharges are directed west down a manmade drainage channel towards the nearest receiving water: Fields Bayou.

- f. City nearest the outfall(s): Rye, TX

- g. County in which the outfalls(s) is/are located: Liberty

- 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: N/A

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 ☒ N/A

If no, or a new application, provide an accurate location description: N/A

- j. City nearest the disposal site: N/A

- k. County in which the disposal site is located: N/A

- l. For TLAPs, describe how effluent is/will be routed from the treatment facility to the disposal site: N/A

- m. For TLAPs, identify the nearest watercourse to the disposal site to which rainfall runoff might flow if not contained: N/A

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: W0000[Click to enter text.](#)

Applicant Name: Arcosa Aggregates Texas, LLC

Certification: I, Matthew Hallmark, 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): Matthew Hallmark

Signatory title: General Manager, Texas Region

Signature: _____ Date: _____
(Use blue ink)

Subscribed and Sworn to before me by the said _____
on this _____ day of _____, 20_____.
My commission expires on the _____ day of _____, 20_____.

Notary Public

[SEAL]

County, Texas

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

INDUSTRIAL WASTEWATER PERMIT APPLICATION

ADMINISTRATIVE REPORT 1.1

The following information is required for new and amendment applications.

Item 1. Affected Landowner Information (Instructions, Page 35)

- a. Attach a landowner map or drawing, with scale, as applicable. Check the box next to each item to confirm it has been provided.
- ☒ The applicant's property boundaries.
 - ☒ The facility site boundaries within the applicant's property boundaries.
 - ☒ The distance the buffer zone falls into adjacent properties and the property boundaries of the landowners located within the buffer zone.
 - ☒ The property boundaries of all landowners surrounding the applicant's property. (Note: if the application is a major amendment for a lignite mine, the map must include the property boundaries of all landowners adjacent to the new facility (ponds).)
 - ☒ The point(s) of discharge and highlighted discharge route(s) clearly shown for one mile downstream.
 - ☒ The property boundaries of the landowners located on both sides of the discharge route for one full stream mile downstream of the point of discharge.
 - ☒ The property boundaries of the landowners along the watercourse for a one-half mile radius from the point of discharge if the point of discharge is into a lake, bay, estuary, or affected by tides.
 - ☒ The boundaries of the effluent disposal site (e.g., irrigation area or subsurface drainfield site) and all evaporation/holding ponds within the applicant's property.
 - ☒ The property boundaries of all landowners surrounding the applicant's property boundaries where the effluent disposal site is located.
 - ☐ The boundaries of the sludge land application site (for land application of sewage sludge for beneficial use) and the property boundaries of landowners within one-quarter mile of the applicant's property boundaries where the sewage sludge land application site is located.
 - ☐ The property boundaries of landowners within one-half mile in all directions from the applicant's property boundaries where the sewage sludge disposal site (e.g., sludge surface disposal site or sludge monofil) is located.
- Attachment: 4
- b. ☒ that the landowners list has also been provided as mailing labels in electronic format (Avery 5160).
- c. Check this box to confirm a separate list with the landowners' names and mailing addresses cross-referenced to the landowner's map has been provided. Provide the source of the landowners' names and mailing addresses: Texas Natural Resources Information System Datahub

- e. As required by Texas Water Code § 5.115, is any permanent school fund land affected by this application?

☐ Yes ☒ No

If yes, provide the location and foreseeable impacts and effects this application has on the land(s): [Click to enter text.](#)

Item 2. Original Photographs (Instructions, Page 37)

Provide original ground level photographs. Check the box next to each of the following items to indicate it is included.

- ☒ At least one original photograph of the new or expanded treatment unit location.
- ☒ At least two photographs of the existing/proposed point of discharge and as much area downstream (photo 1) and upstream (photo 2) as can be captured. If the discharge is to an open water body (e.g., lake, bay), the point of discharge should be in the right or left edge of each photograph showing the open water and with as much area on each respective side of the discharge as can be captured.
- ☒ At least one photograph of the existing/proposed effluent disposal site.
- ☒ A plot plan or map showing the location and direction of each photograph.

Attachment: 6

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: 7

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:** WQ000 [Click to enter text.](#)

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: [Click to enter text.](#)

Physical Address of Project or Site: [Click to enter text.](#)

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: [Click to enter text.](#)

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): N/A

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.)

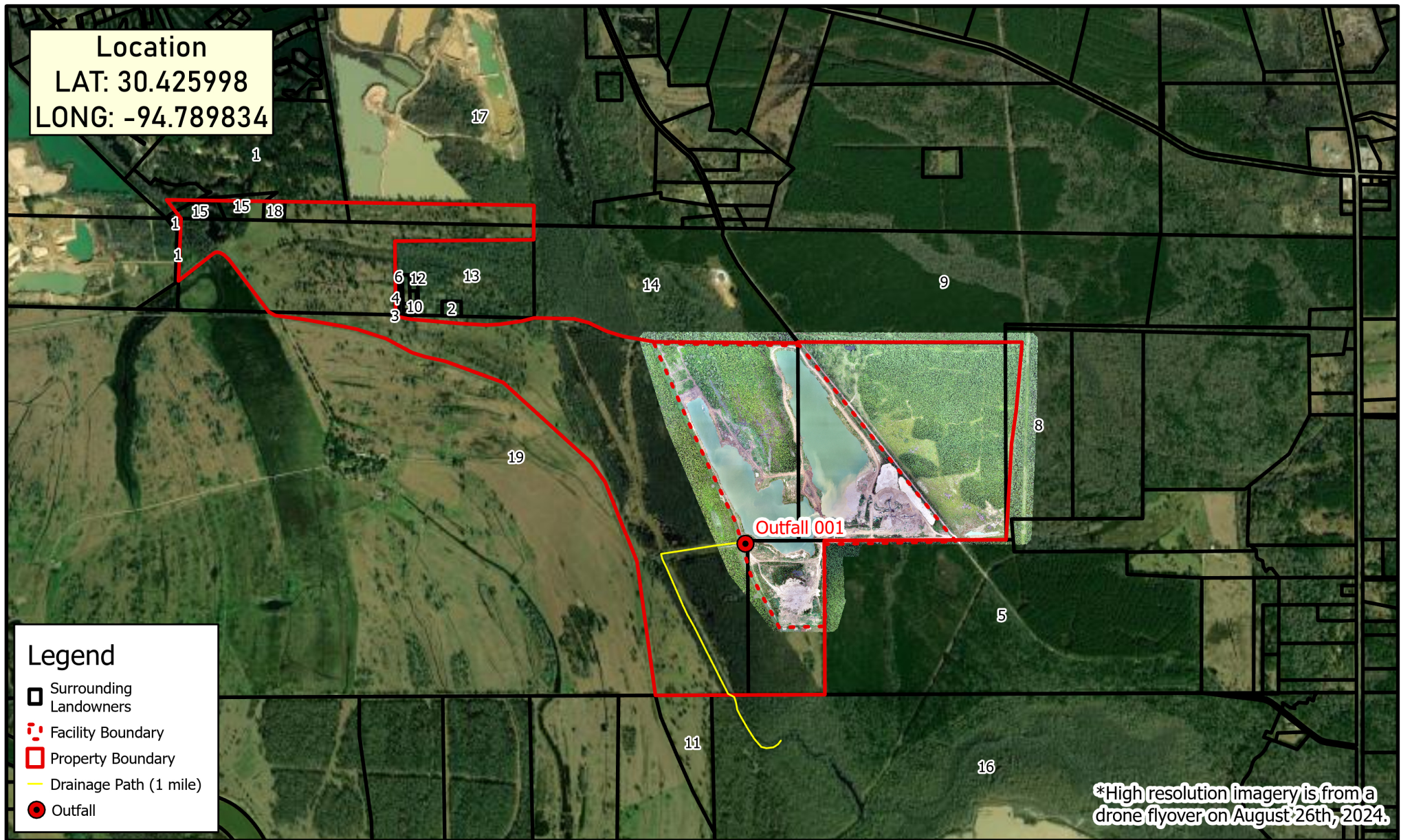
Things to Know:

- 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)

Location
LAT: 30.425998
LONG: -94.789834



0 0.25 0.5 1
Miles



Rye North Plant
Arcosa Aggregates, Inc.
Liberty County, TX

Project No.
Report No.
Date:

Env-Arcosa-Rye North
Wastewater-0049
February 2025

Affected Landowner Map

Attachment 4

Attachment 4b: Affected Landowner Cross-Reference List
Applicant: Arcosa Aggregates Texas, LLC

Permit No.: WQ0005480000

Landowner Map ID: 1

JDSSTO INVESTMENTS LTD
235 CHAIN-O-LAKES RESORT
CLEVELAND, TX 77327

Landowner Map ID: 2

MARSH DANIEL ESTATE
C/O ROOSEVELT MARSH
11222 LEMOND DRIVE
HOUSTON, TX 77001

Landowner Map ID: 3

REESCANO ELMO
C/O SHANA REESCANO
PO BOX 9
ROMAYOR, TX 77368

Landowner Map ID: 4

REESCANO WILMA
PO BOX 48
ROMAYOR, TX 77368

Landowner Map ID: 5

CBCW PROPERTIES LLC
C/O CHARLES BROWNLIE
3811 GABLE GROVE LN
KATY, TX 77096

Landowner Map ID: 6

REESCANO VIOLA
C/O LEHELLE DAVIS
801 SHELL AVENUE
CLEVELAND, TX 77327

Landowner Map ID: 7

Same as Landowner 1

Landowner Map ID: 8

RACKI RAYMOND & MARY C
PO BOX 606
RYE, TX 77369

Landowner Map ID: 9

TALAVERA TIMBER LP
C/O TIMBERLAND INV RESC
14120 BALLANTYNE CORPORATE
PLACE, STE 525
CHARLOTTE, NC 28277

Landowner Map ID: 10

REESCANO ALTON
PO BOX 89
ROMAYOR, TX 77368

Landowner Map ID: 11

DANIEL LAND COMPANY LLC
20302 SEQUOIA TRACE
SPRING, TX 77379

Landowner Map ID: 12

REESCANO ALTON CORNELIUS
PO BOX 89
ROMAYOR, TX 77368

Landowner Map ID: 13

REESCANO W R EST
C/O COMMIE LEE PRICE
PO BOX 234
ROMAYOR, TX 77368

Landowner Map ID: 14

TAORMINA MATTHEW JOSEPH JR
PO BOX 6529
HOUSTON, TX 77265

Landowner Map ID: 15

RYE LTD
235 CHAIN-O-LAKES RESORT
CLEVELAND, TX 77327

Landowner Map ID: 16

SHEFFIELD FAMILY
LIMITED PARTNERSHIP
PO BOX 2110
ONALASKA, TX 77360

Landowner Map ID: 17

ROMAYOR SAND GRAVEL &
MATERIALS PARTNERSHIP LTD
5582 HOLLY GROVE RD
LIVINGSTON, TX 77351

Landowner Map ID: 18

SMITH JAMES W & JENNIFER V
925 BIG PINE LOOP
CLEVELAND, TX 77327

Landowner Map ID: 19

HEADRICK NANETTE KING ROGERS TRUST
340 TRAM ROAD
DAYTON, TX 77535

JDSSTO INVESTMENTS LTD
235 CHAIN O LAKES RESORT
CLEVELAND TX 77327

MARSH DANIEL ESTATE
CO ROOSEVELT MARSH
11222 LEMOND DRIVE
HOUSTON TX 77001

REESCANO ELMO
CO SHANA REESCANO
PO BOX 9
ROMAYOR TX 77368

REESCANO WILMA
PO BOX 48
ROMAYOR TX 77368

CBCW PROPERTIES LLC
CO CHARLES BROWNLEE
3811 GABLE GROVE LN
KATY TX 77096

REESCANO VIOLA
CO LECHELLE DAVIS
801 SHELL AVENUE
CLEVELAND TX 77327

RACKI RAYMOND AND MARY C
PO BOX 606
RYE TX 77369

TALAVERA TIMBER LP
CO TIMBERLAND INV RESC
14120 BALLANTYNE CORPORATE
PLACE STE 525
CHARLOTTE NC 28277

REESCANO ALTON
PO BOX 89
ROMAYOR TX 77368

DANIEL LAND COMPANY LLC
20302 SEQUOIA TRACE
SPRING TX 77379

REESCANO ALTON CORNELIUS
PO BOX 89
ROMAYOR TX 77368

REESCANO W R EST
CO COMMIE LEE PRICE
PO BOX 234
ROMAYOR TX 77368

TAORMINA MATTHEW JOSEPH JR
PO BOX 6529
HOUSTON TX 77265

RYE LTD
235 CHAIN O LAKES RESORT
CLEVELAND TX 77327

SHEFFIELD FAMILY
LIMITED PARTNERSHIP
PO BOX 2110
ONALASKA TX 77360

ROMAYOR SAND GRAVEL AND
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5582 HOLLY GROVE RD
LIVINGSTON TX 77351

SMITH JAMES W AND JENNIFER V
925 BIG PINE LOOP
CLEVELAND TX 77327

HEADRICK NANETTE KING ROGERS
TRUST
340 TRAM ROAD
DAYTON TX 77535

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SUPPLEMENTAL PERMIT INFORMATION FORM (SPIF)

FOR AGENCIES REVIEWING DOMESTIC OR INDUSTRIAL TPDES WASTEWATER PERMIT APPLICATIONS

TCEQ USE ONLY:

Application type: ____Renewal ____Major Amendment ____Minor Amendment ____New

County: _____ Segment Number: _____

Admin Complete Date: _____

Agency Receiving SPIF:

____ Texas Historical Commission

____ U.S. Fish and Wildlife

____ Texas Parks and Wildlife Department

____ U.S. Army Corps of Engineers

This form applies to TPDES permit applications only. (Instructions, Page 53)

Complete this form as a separate document. TCEQ will mail a copy to each agency as required by our agreement with EPA. If any of the items are not completely addressed or further information is needed, we will contact you to provide the information before issuing the permit. Address each item completely.

Do not refer to your response to any item in the permit application form. Provide each attachment for this form separately from the Administrative Report of the application. The application will not be declared administratively complete without this SPIF form being completed in its entirety including all attachments. Questions or comments concerning this form may be directed to the Water Quality Division's Application Review and Processing Team by email at WQ-ARPTeam@tceq.texas.gov or by phone at (512) 239-4671.

The following applies to all applications:

1. Permittee: Arcosa Aggregates Texas, LLC

Permit No. WQ00 05480000EPA ID No. TX 0147354

Address of the project (or a location description that includes street/highway, city/vicinity, and county):

1175 CR 2134, Cleveland, TX, Liberty County

Provide the name, address, phone and fax number of an individual that can be contacted to answer specific questions about the property.

Prefix (Mr., Ms., Miss): Ms.

First and Last Name: Julia Andoe-Perla

Credential (P.E, P.G., Ph.D., etc.): N/A

Title: Environmental Representative

Mailing Address: 401 S Interstate Hwy 45

City, State, Zip Code: 75125

Phone No.: 682-702-6898 Ext.:

Fax No.:

E-mail Address: Julia.AndoePerla@arcosa.com

2. List the county in which the facility is located: Liberty
3. If the property is publicly owned and the owner is different than the permittee/applicant, please list the owner of the property.

N/A

4. Provide a description of the effluent discharge route. The discharge route must follow the flow of effluent from the point of discharge to the nearest major watercourse (from the point of discharge to a classified segment as defined in 30 TAC Chapter 307). If known, please identify the classified segment number.

Discharges will exit via Outfall 001 when heavy rainfall causes the previously mined out pits to overflow the levee. Discharges are directed west down a manmade drainage channel towards the nearest receiving water: Fields Bayou. Fields Bayou joins the Trinity River approximately 6 miles downstream (Segment 0802 - The Trinity River below Lake Livingston).

5. Please provide a separate 7.5-minute USGS quadrangle map with the project boundaries plotted and a general location map showing the project area. Please highlight the discharge route from the point of discharge for a distance of one mile downstream. (This map is required in addition to the map in the administrative report).

Provide original photographs of any structures 50 years or older on the property.

Does your project involve any of the following? Check all that apply.

- ☒ Proposed access roads, utility lines, construction easements
- ☐ Visual effects that could damage or detract from a historic property's integrity
- ☒ Vibration effects during construction or as a result of project design
- ☒ Additional phases of development that are planned for the future
- ☐ Sealing caves, fractures, sinkholes, other karst features

☒ Disturbance of vegetation or wetlands

1. List proposed construction impact (surface acres to be impacted, depth of excavation, sealing of caves, or other karst features):

The discharge will be to the surface via Outfall 001. No construction will take place.

2. Describe existing disturbances, vegetation, and land use:

Heavy vegetation

THE FOLLOWING ITEMS APPLY ONLY TO APPLICATIONS FOR NEW TPDES PERMITS AND MAJOR AMENDMENTS TO TPDES PERMITS

3. List construction dates of all buildings and structures on the property:

All modular buildings. No buildings were constructed on-site.

4. Provide a brief history of the property, and name of the architect/builder, if known.

Previously owned by River Aggregates, LLC as a mine site.



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 INDUSTRIAL 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.

Arcosa Aggregates Texas, LLC (CN606104289) operates Rye North Plant (RN109835660), a surface aggregate mining facility. The facility is located at 1175 CR 2134, in Cleveland, Liberty County, Texas 77327. This application is for an initial TPDES application.

Discharges from the facility are expected to contain total dissolved solids (TDS) and total suspended solids (TSS). Process water from mining operations will be treated by N/A - no wastewater treatment will be performed.

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.

1. Introduzca el nombre del solicitante aquí (2. Introduzca el número de cliente aquí (es decir, CN6#####).) 3. Elija del menú desplegable 4. Introduzca el nombre de la instalación aquí 5. Introduzca el número de entidad regulada aquí (es decir, RN1#####), 6. Elija del menú desplegable 7. Introduzca la descripción de la instalación aquí. La instalación 8. Elija del menú desplegable. ubicada en 9. Introduzca la ubicación aquí, en 10. Introduzca el nombre de la ciudad aquí, Condado de 11. Introduzca el nombre del condado aquí, Texas 12. Introduzca el código postal aquí. 13. Introduzca el resumen de la petición de solicitud aquí. <<Para las solicitudes de TLAP incluya la siguiente oración, de lo contrario, elimine:>> Este permiso no autorizará una descarga de contaminantes en el agua en el estado.

Se espera que las descargas de la instalación contengan 14. Liste todos los contaminantes esperados aquí. 15. Introduzca los tipos de aguas residuales descargadas aquí. 16. Elija del menú desplegable tratado por 17. Introduzca una descripción del tratamiento de aguas residuales utilizado en la instalación aquí.

INSTRUCTIONS

1. Enter the name of applicant in this section. The applicant name should match the name associated with the customer number.
2. Enter the Customer Number in this section. Each Individual or Organization is issued a unique 11-digit identification number called a CN (e.g. CN123456789).
3. Choose “operates” in this section for existing facility applications or choose “proposes to operate” for new facility applications.
4. Enter the name of the facility in this section. The facility name should match the name associated with the regulated entity number.
5. Enter the Regulated Entity number in this section. Each site location is issued a unique 11-digit identification number called an RN (e.g. RN123456789).
6. Choose the appropriate article (a or an) to complete the sentence.
7. Enter a description of the facility in this section. For example: steam electric generating facility, nitrogenous fertilizer manufacturing facility, etc.
8. Choose “is” for an existing facility or “will be” for a new facility.
9. Enter the location of the facility in this section.
10. Enter the City nearest the facility in this section.
11. Enter the County nearest the facility in this section.
12. Enter the zip code for the facility address in this section.
13. Enter a summary of the application request in this section. For example: renewal to discharge 25,000 gallons per day of treated domestic wastewater, new application to discharge process wastewater and stormwater on an intermittent and flow-variable basis, or major amendment to reduce monitoring frequency for pH, etc. If more than one outfall is included in the application, provide applicable information for each individual outfall.
14. List all pollutants expected in the discharge from this facility in this section. If applicable, refer to the pollutants from any federal numeric effluent limitations that apply to your facility.
15. Enter the discharge types from your facility in this section (e.g., stormwater, process wastewater, once through cooling water, etc.)
16. Choose the appropriate verb tense to complete the sentence.
17. Enter a description of the wastewater treatment used at your facility. Include a description of each process, starting with initial treatment and finishing with the outfall/point of disposal. Use additional lines for individual discharge types if necessary.

Questions or comments concerning this form may be directed to the Water Quality Division's Application Review and Processing Team by email at WQ-ARPTeam@tceq.texas.gov or by phone at (512) 239-4671.

Example 1: Industrial Wastewater TPDES Application (ENGLISH)

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 are not federal enforceable representations of the permit application.

ABC Corporation (CN600000000) operates the Starr Power Station (RN10000000000), a two-unit gas-fired electric generating facility. Unit 1 has a generating capacity of 393 megawatts (MWs) and Unit 2 has a generating capacity of 528 MWs. The facility is located at 1356 Starr Street, near the City of Austin, Travis County, Texas 78753.

This application is for a renewal to discharge 870,000,000 gallons per day of once through cooling water, auxiliary cooling water, and also authorizes the following waste streams monitored inside the facility (internal outfalls) before it is mixed with the other wastewaters authorized for discharge via main Outfall 001, referred to as “previously monitored effluents” (low-volume wastewater, metal-cleaning waste, and stormwater (from diked oil storage area yards and storm drains)) via Outfall 001. Low-volume waste sources, metal-cleaning waste, and stormwater drains on a continuous and flow-variable basis via internal Outfall 101.

The discharge of once through cooling water via Outfall 001 and low-volume waste and metal-cleaning waste via Outfall 101 from this facility is subject to federal effluent limitation guidelines at 40 CFR Part 423. The pollutants expected from these discharges based on 40 CFR Part 423 are: free available chlorine, total residual chlorine, total suspended solids, oil and grease, total iron, total copper, and pH. Temperature is also expected from these discharges. Additional potential pollutants are included in the Industrial Wastewater Application Technical Report, Worksheet 2.0.

Cooling water and boiler make-up water are supplied by Lake Starr Reservoir. The City of Austin municipal water plant (CN600000000, PWS 00000) supplies the facility’s potable water and serves as an alternate source of boiler make-up water. Water from the Lake Starr Reservoir is withdrawn at the intake structure and treated with sodium hypochlorite to prevent biofouling and sodium bromide as a chlorine enhancer to improve efficacy and then passed through condensers and auxiliary equipment on a once-through basis to cool equipment and condense exhaust steam.

Low-volume wastewater from blowdown of boiler Units 1 and 2 and metal-cleaning wastes receive no treatment prior to discharge via Outfall 101. Plant floor and equipment drains and stormwater runoff from diked oil storage areas, yards, and storm drains are routed through an oil and water separator prior to discharge via Outfall 101. Domestic wastewater, blowdown, and backwash water from the service water filter, clarifier, and sand filter are routed to the Starr Creek Domestic Sewage Treatment Plant, TPDES Permit No. WQ0010000001, for treatment and disposal. Metal-cleaning waste from equipment cleaning is generally disposed of off-site.

Example 2: Domestic Wastewater TPDES Renewal application

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 Texas Administrative Code Chapter 39. The information provided in this summary may change during the technical review of the application and are not federal enforceable representations of the permit application.

The City of Texas (CN000000000) operates the City of Texas wastewater treatment plant (RN000000000), an activated sludge process plant operated in the complete mix mode. The facility is located at 123 Texas Street, near the City of More Texas, Texas County, Texas 71234.

This application is for a renewal to discharge at an annual average flow of 1,200,000 gallons per day of treated domestic wastewater via Outfalls 001 and 002.

Discharges from the facility are expected to contain five-day carbonaceous biochemical oxygen demand (CBOD₅), total suspended solids (TSS), ammonia nitrogen (NH₃-N), and *Escherichia coli*. Additional potential pollutants are included in the Domestic Technical Report 1.0, Section 7. Pollutant Analysis of Treated Effluent and Domestic Worksheet 4.0 in the permit application package. Domestic wastewater is treated by an activated sludge process plant and the treatment units include a bar screen, a grit chamber, aeration basins, final clarifiers, sludge digesters, a belt filter press, chlorine contact chambers and a dechlorination chamber.

Example 3: Domestic Wastewater TPDES New Application

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 Texas Administrative Code Chapter 39. The information provided in this summary may change during the technical review of the application and are not federal enforceable representations of the permit application.

The City of Texas (CN000000000) proposes to operate the City of Texas wastewater treatment plant (RN000000000), an activated sludge process plant operated in the extended aeration mode. The facility will be located at 123 Texas Street, in the City of More Texas, Texas County, Texas 71234.

This application is for a new application to discharge at a daily average flow of 200,000 gallons per day of treated domestic wastewater.

Discharges from the facility are expected to contain five-day carbonaceous biochemical oxygen demand (CBOD₅), total suspended solids (TSS), ammonia nitrogen (NH₃-N), and *Escherichia coli*. Additional potential pollutants are included in the Domestic Technical Report 1.0, Section 7. Pollutant Analysis of Treated Effluent in the permit application package. Domestic wastewater will be treated by an activated sludge process plant and the treatment units will include a bar screen, a grit chamber, aeration basins, final clarifiers, sludge digesters, a belt filter press, chlorine contact chambers and a dechlorination chamber.

Example 4: Domestic Wastewater TLAP Renewal application

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 Texas Administrative Code Chapter 39. The information provided in this summary may change during the technical review of the application and are not federal enforceable representations

of the permit application.

The City of Texas (CN000000000) operates the City of Texas wastewater treatment plant (RN000000000), an activated sludge process plant operated in the complete mix mode. The facility is located at 123 Texas Street, near the City of More Texas, Texas County, Texas 71234.

This application is for a renewal to dispose a daily average flow not to exceed 76,500 gallons per day of treated domestic wastewater via public access subsurface drip irrigation system with a minimum area of 32 acres. This permit will not authorize a discharge of pollutants into water in the state.

Land application of domestic wastewater from the facility are expected to contain five-day biochemical oxygen demand (BOD₅), total suspended solids (TSS), and *Escherichia coli*. Additional potential pollutants are included in the Domestic Technical Report 1.0, Section 7. Pollutant Analysis of Treated Effluent in the permit application package. Domestic wastewater is treated by an activated sludge process plant and the treatment units include a bar screen, an equalization basin, an aeration basin, a final clarifier, an aerobic sludge digester, tertiary filters, and a chlorine contact chamber. In addition, the facility includes a temporary storage that equals to at least three days of the daily average flow.



February 13, 2025

Executive Director
Applications Review and Processing Team, MC-148
Texas Commission on Environmental Quality
12100 Park 35 Circle
Austin, Texas 78753

**RE: Initial Industrial Wastewater Application
Rye North Plant, Liberty County, Texas
Arcosa Aggregates Texas, LLC
RN109835660
CN606104289**

Dear ARPT,

Arcosa Aggregates Texas, LLC (Arcosa) is applying for an initial Industrial Wastewater Permit for the Rye North Plant in Liberty County, Texas (Facility).

Basic Facility Registration information is as follows:

- Facility Type: Construction Sand and Gravel / Mining
- Facility Owner/Operator: Arcosa Aggregates Texas, LLC
- Regulated Entity: RN109835660
- Customer Number: CN606104289
- Authorization Type: Industrial Wastewater

Arcosa believes the Industrial Wastewater Application meets the requirements of the Texas Commission on Environmental Quality (TCEQ). This application package contains the following components and attachments:

- Industrial Wastewater Application – Administrative Report
- Industrial Wastewater Application – Technical Report
- Attachment 1 – Core Data Form
- Attachment 2 – PIP Form
- Attachment 3 – 7.5-minute USGS Topographic Map
- Attachment 4 – Affected Landowner Map (a) and Cross-Reference List (b)
- Attachment 5 – Affected Landowner Labels
- Attachment 6 – Original Photographs (a) and Plot Plan (b)
- Attachment 7 – Supplemental Permit Information Form (SPIF) (a) and associated 7.5-minute USGS Topographic Map (b)
- Attachment 8 – ePay Voucher
- Attachment 9 – Facility Map 1 - Technical Report Item 1.d

RESOLUTE
COMPLIANCE, LLC

1127 Judson Rd. Suite 233 ~Longview, TX 75601
www.ResoluteCompliance.com

- Attachment 10 – 100-Year Floodplain Map - Technical Report Item 1.f
- Attachment 11 – Flow Schematic (a) and Facility Map 2 (b) - Technical Report Item 2.b
- Attachment 12 – Landowner Information and One (1) Lease Agreement with Associated Amendments
- Attachment 13 – Plain Language Summary

An application fee of \$350 is enclosed via ePay Voucher.

Any clarification questions or requests for additional information can be directed to myself via email to jj@resolutecompliance.com or by phone at 903-707-8614 or Ms. Julia Andoe-Perla at Julia.AndoePerla@arcosa.com and 682-702-6898.

Kind Regards,

A handwritten signature in black ink, appearing to read 'JA Jackson', with a stylized flourish at the end.

Jeff A. Jackson

Vice President EHSR

Encl: Industrial Wastewater Permit Application

Cc: TCEQ's FTP – WQDeCopy@tceq.texas.gov

Ms. Julia Andoe-Perla – Arcosa

Administrative Report



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

INDUSTRIAL WASTEWATER PERMIT APPLICATION
CHECKLIST

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

APPLICANT NAME: Arcosa Aggregates Texas, LLC

PERMIT NUMBER (If new, leave blank): WQ00 05480000

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 checked="" type="checkbox"/> | <input type="checkbox"/> | Worksheet 9.0 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| SPIF | <input checked="" type="checkbox"/> | <input 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 checked="" type="checkbox"/> | <input 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 checked="" type="checkbox"/> | <input type="checkbox"/> | Original USGS Map | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Worksheet 2.0 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Affected Landowners Map | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Worksheet 3.0 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Landowner Disk or Labels | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Worksheet 3.1 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Flow Diagram | <input checked="" type="checkbox"/> | <input 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 checked="" type="checkbox"/> | <input 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 checked="" type="checkbox"/> | <input 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 checked="" type="checkbox"/> | <input type="checkbox"/> |
| Worksheet 6.0 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |
| Worksheet 7.0 | <input type="checkbox"/> | <input checked="" 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-inst¹](#)).

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

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

Applicant Name: Arcosa Aggregates Texas, LLC

Permit No.: WQ00005480000

EPA ID No.: TX0147354

Expiration Date: Click to enter text.

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: N/A

For TCEQ Use Only

Segment Number _____ County _____

Expiration Date _____ Region _____

Permit Number _____

¹ https://www.tceq.texas.gov/publications/search_forms.html

g. Application Fee

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

h. Payment Information

Mailed

Check or money order No.: N/A

Check or money order amt.: N/A

Named printed on check or money order: N/A

Epay

Voucher number: 721215 and 721216

Copy of voucher attachment: 8

Item 2. Applicant Information (Instructions, Pages 26)

a. Customer Number, if applicant is an existing customer: CN606104289

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

b. Legal name of the entity (applicant) applying for this permit: Arcosa Aggregates Texas, 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): Matthew Hallmark

Title: General Manager, Texas Region Credential: N/A

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

☒ Yes ☐ No

² All facilities are designated as minors until formally classified as a major by EPA.

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

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

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): CNClick 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: 1

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): Jeff Jackson

Title: Vice President EHSR Credential: N/A

Organization Name: Resolute Compliance, LLC

Mailing Address: 1127 Judson Rd. Suite 233 City/State/Zip: Longview, TX 75601

Phone No: 903-707-8614 Email: jj@resolutecompliance.com

b. ☒ Administrative Contact ☒ Technical Contact

Prefix: Ms. Full Name (Last/First Name): Julia Andoe-Perla

Title: Environmental Representative Credential: N/A

Organization Name: Arcosa Aggregates Texas, LLC

Mailing Address: 401 S Interstate Hwy 45 City/State/Zip: Ferris, TX 75125

Phone No: 682-702-6898

Email: Julia.AndoePerla@arcosa.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: Ms. Full Name (Last/First Name): Julia Andoe-Perla

Title: Environmental Representative Credential: N/A

Organization Name: Arcosa Aggregates Texas, LLC

Mailing Address: 401 S Interstate Hwy 45 City/State/Zip: Ferris, TX 75125

Phone No: 682-702-6898 Email: Julia.AndoePerla@arcosa.com

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

Title: Click to enter text. Credential: Click to enter text.

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.

Attachment: Click to enter text.

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: Ms. Full Name (Last/First Name): Julia Andoe-Perla

Title: Environmental Representative Credential: N/A

Organization Name: Arcosa Aggregates Texas, LLC

Mailing Address: 401 S Interstate Hwy 45 City/State/Zip: Ferris, TX 75125

Phone No: 682-702-6898 Email: Julia.AndoePerla@arcosa.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: Ms. Full Name (Last/First Name): Julia Andoe-Perla

Title: Environmental Representative Credential: N/A

Organization Name: Arcosa Aggregates Texas, LLC

Mailing Address: 401 S Interstate Hwy 45 City/State/Zip: Ferris, TX 75125

Phone No: 682-702-6898

Email: Julia.AndoePerla@arcosa.com

Item 9. Notice Information (Instructions, Pages 28)

a. Individual Publishing the Notices

Prefix: Ms. Full Name (Last/First Name): Julia Andoe-Perla

Title: Environmental Representative Credential: N/A

Organization Name: Arcosa Aggregates Texas, LLC

Mailing Address: 401 S Interstate Hwy 45 City/State/Zip: Ferris, TX 75125

Phone No: 682-702-6898 Email: Julia.AndoePerla@arcosa.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: Julia.AndoePerla@arcosa.com

☐ Fax: Click to enter text.

☒ Regular Mail (USPS)

Mailing Address: 401 S Interstate Hwy 45

City/State/Zip Code: Ferris, TX 75125

c. Contact in the Notice

Prefix: Ms. Full Name (Last/First Name): Julia Andoe-Perla

Title: Environmental Representative Credential: N/A

Organization Name: Arcosa Aggregates Texas, LLC

Phone No: 682-702-6898 Email: Julia.AndoePerla@arcosa.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: Liberty Municipal Library Location within the building: Table near the reception desk

Physical Address of Building: 1710 Sam Houston Street

City: Liberty County: Liberty

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? [Click to enter text.](#)

- 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: 13
- g. Complete and attach one Public Involvement Plan (PIP) Form (TCEQ Form 20960) for each application for a new permit or major amendment. Attachment: 2

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

- a. TCEQ issued Regulated Entity Number (RN), if available: RN109835660

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): Rye North Plant

- 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: Mr. Full Name (Last/First Name): Matthew Hallmark

or Organization Name: Arcosa Aggregates Texas, LLC

Mailing Address: 401 S Interstate Hwy 45

City/State/Zip: Ferris, TX 75125

Phone No: 972-544-5917

Email: Matthew.Hallmark@arcosa.com

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

f. Owner of land where treatment facility is or will be: Various

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 (In some cases, a lease may not suffice - see instructions). Attachment: 12

g. Owner of effluent TLAP disposal site (if applicable): N/A

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.

☒ One-mile radius

☒ Three-miles downstream information

☒ Applicant's property boundaries

☒ Treatment facility boundaries

☒ Labeled point(s) of discharge

☒ Highlighted discharge route(s)

☒ Effluent disposal site boundaries

☐ All wastewater ponds

☐ Sewage sludge disposal site

☐ New and future construction

Attachment: 3

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: Septic tank is West of the office.

- 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: Outfall 001 (30.424655,-94.796922) into Fields Bayou

- 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: Discharges will exit via Outfall 001 when heavy rainfall causes the previously mined out pits to overflow the levee. Discharges are directed west down a manmade drainage channel towards the nearest receiving water: Fields Bayou.

- f. City nearest the outfall(s): Rye, TX

- g. County in which the outfalls(s) is/are located: Liberty

- 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: N/A

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 ☒ N/A

If no, or a new application, provide an accurate location description: N/A

- j. City nearest the disposal site: N/A

- k. County in which the disposal site is located: N/A

- l. For TLAPs, describe how effluent is/will be routed from the treatment facility to the disposal site: N/A

- m. For TLAPs, identify the nearest watercourse to the disposal site to which rainfall runoff might flow if not contained: N/A

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: W0000[Click to enter text.](#)

Applicant Name: Arcosa Aggregates Texas, LLC

Certification: I, Matthew Hallmark, 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): Matthew Hallmark

Signatory title: General Manager, Texas Region

Signature: _____ Date: _____
(Use blue ink)

Subscribed and Sworn to before me by the said _____
on this _____ day of _____, 20_____.
My commission expires on the _____ day of _____, 20_____.

Notary Public

[SEAL]

County, Texas

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

INDUSTRIAL WASTEWATER PERMIT APPLICATION

ADMINISTRATIVE REPORT 1.1

The following information is required for new and amendment applications.

Item 1. Affected Landowner Information (Instructions, Page 35)

- a. Attach a landowner map or drawing, with scale, as applicable. Check the box next to each item to confirm it has been provided.
- ☒ The applicant's property boundaries.
 - ☒ The facility site boundaries within the applicant's property boundaries.
 - ☒ The distance the buffer zone falls into adjacent properties and the property boundaries of the landowners located within the buffer zone.
 - ☒ The property boundaries of all landowners surrounding the applicant's property. (Note: if the application is a major amendment for a lignite mine, the map must include the property boundaries of all landowners adjacent to the new facility (ponds).)
 - ☒ The point(s) of discharge and highlighted discharge route(s) clearly shown for one mile downstream.
 - ☒ The property boundaries of the landowners located on both sides of the discharge route for one full stream mile downstream of the point of discharge.
 - ☒ The property boundaries of the landowners along the watercourse for a one-half mile radius from the point of discharge if the point of discharge is into a lake, bay, estuary, or affected by tides.
 - ☒ The boundaries of the effluent disposal site (e.g., irrigation area or subsurface drainfield site) and all evaporation/holding ponds within the applicant's property.
 - ☒ The property boundaries of all landowners surrounding the applicant's property boundaries where the effluent disposal site is located.
 - ☐ The boundaries of the sludge land application site (for land application of sewage sludge for beneficial use) and the property boundaries of landowners within one-quarter mile of the applicant's property boundaries where the sewage sludge land application site is located.
 - ☐ The property boundaries of landowners within one-half mile in all directions from the applicant's property boundaries where the sewage sludge disposal site (e.g., sludge surface disposal site or sludge monofil) is located.
- Attachment: 4
- b. ☒ that the landowners list has also been provided as mailing labels in electronic format (Avery 5160).
- c. Check this box to confirm a separate list with the landowners' names and mailing addresses cross-referenced to the landowner's map has been provided. Provide the source of the landowners' names and mailing addresses: Texas Natural Resources Information System Datahub

- e. As required by Texas Water Code § 5.115, is any permanent school fund land affected by this application?

☐ Yes ☒ No

If yes, provide the location and foreseeable impacts and effects this application has on the land(s): [Click to enter text.](#)

Item 2. Original Photographs (Instructions, Page 37)

Provide original ground level photographs. Check the box next to each of the following items to indicate it is included.

- ☒ At least one original photograph of the new or expanded treatment unit location.
- ☒ At least two photographs of the existing/proposed point of discharge and as much area downstream (photo 1) and upstream (photo 2) as can be captured. If the discharge is to an open water body (e.g., lake, bay), the point of discharge should be in the right or left edge of each photograph showing the open water and with as much area on each respective side of the discharge as can be captured.
- ☒ At least one photograph of the existing/proposed effluent disposal site.
- ☒ A plot plan or map showing the location and direction of each photograph.

Attachment: 6

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: 7

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:** WQ000 [Click to enter text.](#)

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: [Click to enter text.](#)

Physical Address of Project or Site: [Click to enter text.](#)

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: [Click to enter text.](#)

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): N/A

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)

Technical Report

TECHNICAL REPORT 1.0

INDUSTRIAL

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, refer to the [Instructions for Completing the Industrial Wastewater Permit Application](#)¹ available on the TCEQ website.

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.

1. FACILITY/SITE INFORMATION (Instructions, Pages 39-40)

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

SIC 1442 – Sand, gravel, and crushed stone mining

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

The Site includes a sand and gravel mining facility. A dredge, excavator, or dragline is used to mine sand and gravel from an on-Site dredge pit. At the plant, raw sand and gravel is washed, sorted by size and transported, via conveyor belts to stockpiles and loaded into trucks for off-Site delivery or moved to various on-site stockpiles to be used for the construction of berms or used for reclamation. The dredged areas act as a pit in which stormwater accumulates. The dredge is continually expanding the pit. Swales, berms, and trenches are used to direct runoff as needed. During periods of heavy rainfall, stormwater runoff from the plant area, roads, and any other industrial activity contained in the previously mined out pits may require discharge. When this occurs, stormwater from pit roads, stripping stockpiles, and overflow of the earthen berms surrounding the pits will discharge to Outfall 001 near the southwest corner of the pit. Discharges will flow west down a manmade drainage channel towards the nearest receiving water: Fields Bayou, which joins the Trinity River (Segment 0802) approximately six miles downstream. This segment is an impaired water body; however, there are no associated Total Maximum Daily Loads (TMDLs).

¹ 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 |
|---------------|-----------------------|----------------|
| Aggregates | N/A | N/A |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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: 9

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

☒ Yes ☐ No

If **yes**, provide background discussion:

- 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: ArcGIS

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: The plant is equipped with mobile equipment (excavator, front end loaders, haul trucks) and adequate construction materials to strengthen or build up areas at the water impoundments to prevent discharges and flooding off property.

Attachment: 10

- 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:

If **no**, provide an approximate date of application submittal to the USACE:

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.

A dredge, excavator, or dragline is used to mine sand and gravel from an on-Site dredge pit. At the plant, raw sand and gravel is washed, sorted by size and transported, via conveyor belts to stockpiles and loaded into trucks for off-Site delivery or moved to various on-site stockpiles to be used for the construction of berms or used for reclamation. The dredged areas act as a pit in which stormwater accumulates. The dredge is continually expanding the pit. Swales, berms, and trenches are used to direct runoff as needed. During periods of heavy rainfall, stormwater runoff from the plant area, roads, and any other industrial activity contained in the previously mined out pits may require discharge. When this occurs, stormwater from pit roads, stripping stockpiles, and overflow of the earthen berms surrounding the pits will discharge to Outfall 001 near the southwest corner of the pit. Discharges will flow west down a manmade drainage channel towards the nearest receiving water: Fields Bayou, which joins the Trinity River (Segment 0802) approximately six miles downstream. This segment is an impaired water body; however, there are no associated Total Maximum Daily Loads (TMDLs).

- 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: 11

3. IMPOUNDMENTS (Instructions, Pages 40-42)

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:

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 | | | | |

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:

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**.

i. Liner data

☐ Yes ☐ No ☐ Not yet designed

ii. Leak detection system or groundwater monitoring data

☐ Yes ☐ No ☐ Not yet designed

iii. Groundwater impacts

☐ Yes ☐ No ☐ Not yet designed

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

Attachment:

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:

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:

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:

4. OUTFALL/DISPOSAL METHOD INFORMATION (Instructions, Pages 42-43)

Complete the following tables to describe the location and wastewater discharge or disposal operations for each outfall for discharge operations, 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 Latitude and Longitude

| Outfall Number | Latitude-decimal degrees | Longitude-decimal degrees |
|----------------|--------------------------|---------------------------|
| 001 | 30.424655 | -94.796922 |
| | | |
| | | |

Outfall Location Description

| Outfall Number | Location Description |
|----------------|--|
| 001 | Southwest corner of the previously mined out pit |
| | |
| | |

Description of Sampling Points (if different from Outfall location)

| Outfall Number | Description of Sampling Point |
|----------------|-------------------------------|
| | |
| | |
| | |

Outfall Flow Information – Permitted and Proposed

| Outfall Number | 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 | | | N/A | N/A | 04/01/2025 |
| | | | | | |

Discharge via Outfall 001 will only occur during a significant storm event.

Outfall Discharge – Method and Measurement

| Outfall Number | Pumped Discharge? Y/N | Gravity Discharge? Y/N | Type of Flow Measurement Device Used |
|----------------|-----------------------|------------------------|--------------------------------------|
| 001 | N | Y | V weir |
| | | | |
| | | | |

Outfall Discharge – Flow Characteristics

| Outfall Number | 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 | Y | Up to 24 | Up to 31 | Up to 12 |
| | | | | | | |
| | | | | | | |

Wastestream Contributions

Outfall No.: **001**

| Contributing Wastestreams | Volume (MGD) | % of Total Flow |
|---------------------------|--------------|-----------------|
| Dust Suppression | 0.7 | |
| Rainfall Runoff | 0.5 | |
| Process Wastewater | 0.0 | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Outfall No.: **002**

| Contributing Wastestreams | Volume (MGD) | % of Total Flow |
|---------------------------|--------------|-----------------|
| | | |
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| | | |

Outfall No.: **003**

| Contributing Wastestreams | Volume (MGD) | % of Total Flow |
|---------------------------|--------------|-----------------|
| | | |
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| | | |
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| | | |
| | | |
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| | | |
| | | |

Attachment: **004**

5. BLOWDOWN AND ONCE-THROUGH COOLING WATER DISCHARGES (Instructions, Page 44)

- a. Does the facility use/propose to use any cooling towers which discharge blowdown or other wastestreams to the outfall(s)?

☐ Yes ☒ No

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

- b. Does the facility use or plan to use any boilers that discharge blowdown or other wastestreams to the outfall(s)?

☐ Yes ☒ No

- c. Does or will the facility discharge once-through cooling water to the outfall(s)?

☐ Yes ☒ No

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

- d. If **yes** to Items 5.a, 5.b, **or** 5.c, attach the 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.

Attach a summary of this information in addition to the submittal of the SDS for each specific wastestream and the associated chemical additives and specify which outfalls are affected.

Attachment:

- e. Cooling Towers and Boilers

If **yes** to either Item 5.a **or** 5.b, complete the following table.

Cooling Towers and Boilers

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

6. STORMWATER MANAGEMENT (Instructions, Page 44)

Are there any existing/proposed outfalls which 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 some manner which may result in exposure of the activities or materials to stormwater: Sand and gravel are dredged and

washed. Excess water is pumped to the previously mined out pits. During periods of heavy rainfall, discharge of rainwater may be required via Outfall 001.

7. DOMESTIC SEWAGE, SEWAGE SLUDGE, AND SEPTAGE MANAGEMENT AND DISPOSAL (Instructions, Page 45)

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:**
- 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. |
|-------------------|-------------------------|
| N/A | |
| | |

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:

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:

Additionally, attach a copy of all tests performed which **have not** been submitted to the TCEQ or EPA.

Attachment:

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:

- 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:

- 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**.

11. RADIOACTIVE MATERIALS (Instructions, Pages 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 | 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 | Concentration (pCi/L) |
|----------------------|-----------------------|
| | |
| | |
| | |
| | |
| | |
| | |

12. COOLING WATER (Instructions, Pages 46-47)

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

☐ Yes ☒ No

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

- 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

- i. 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)

| | | | | |
|----------|--|--|--|--|
| CWIS ID | | | | |
| Owner | | | | |
| Operator | | | | |

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

If **yes**, provide the actual intake flow of the Independent Supplier's CWIS that is/will be used to provide water for cooling purposes to the facility and proceed:

If **no**, proceed to Item 12.d.

d. 316(b) General Criteria

- i. 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

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

☐ Yes ☐ No

- iii. 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

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 full 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)(i-iii) and (vi), 2(b)(i), and 3(a) to allow for a determination based upon BPJ.

f. Oil and Gas Exploration and Production

- i. 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.

- ii. 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)(i-iii) and (vi), 2(b)(i), and 3(a) to allow for a determination based upon BPJ. If **no**, skip to Item 12.g.iii.

g. Compliance Phase and Track Selection

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

☐ Yes ☐ No

If **yes**, check the box next to the facility's 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:

ii. 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.

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

☐ Yes ☐ No

If **yes**, check the box next to the facility's 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 the CWIS latitude and 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:

NOTE: Item 13 is required only for existing permitted facilities.

13. PERMIT CHANGE REQUESTS (Instructions, Pages 49-50)

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.

indivisible text

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

☐

Yes

☒

No

If **yes**, list and discuss the requested changes.

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

☐

Yes

☒

No

If **yes**, list and discuss the requested changes.

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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).

1. CATEGORICAL INDUSTRIES (Instructions, Pages 50-52)

Is this facility subject to any of the 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 in the table below.

40 CFR Effluent Guidelines

| Industry | 40 CFR Part |
|-------------------------------|-------------|
| Mineral Mining and Processing | 436 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

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

Production Data

| Subcategory | Actual Quantity/Day | Design Quantity/Day | Units |
|------------------|---------------------|---------------------|-------|
| C (436.3-436.32) | - | - | - |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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*.

Percentages of Total Production

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

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

Provide the applicable subcategory and a brief justification.

| |
|-------------|
| <div></div> |
|-------------|

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.

Rainfall, dust suppression, and process wastewater flow from the previously mined out pits to Outfall 001.

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/ Construction Commenced |
|---------------|---------------------|------------------------|--------------------------------------|
| Rye North Pit | 40 CFR 436 | C | TBD |
| | | | |
| | | | |
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WORKSHEET 2.0

POLLUTANT ANALYSES REQUIREMENTS

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.

1. LABORATORY ACCREDITATION (Instructions, Page 56)

Effective July 1, 2008, all laboratory tests performed must meet the requirements of *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification* with the following general exemptions:

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

Review *30 TAC Chapter 25* for specific requirements. The following certification statement shall be signed and submitted with every application. See Instructions, Page 34, for a list of approved signatories.

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

(Signature)

2. GENERAL TESTING REQUIREMENTS (Instructions, Pages 56-58)

- 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): _____
- 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:** _____

3. SPECIFIC TESTING REQUIREMENTS (Instructions, Pages 58-69)

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

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.: 111-111-111**Samples are (check one):** ☐ **Composite** ☐ **Grab**

| Pollutant | Sample 1 (mg/L) | Sample 2 (mg/L) | Sample 3 (mg/L) | Sample 4 (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 ₃) | | | | |
| Temperature (°F) | | | | |
| pH (standard units) | | | | |

Table 2 for Outfall No.: 111-111-111**Samples are (check one):** ☐ **Composites** ☐ **Grabs**

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

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 3 for Outfall No.: 111111111111

Samples are (check one): ☐ **Composites** ☐ **Grabs**

| Pollutant | Sample 1 (µg/L)* | Sample 2 (µg/L)* | Sample 3 (µg/L)* | Sample 4 (µg/L)* | MAL (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 [Dichlorobromomethane] | | | | | 10 |
| Bromoform | | | | | 10 |
| Carbon tetrachloride | | | | | 2 |
| Chlorobenzene | | | | | 10 |
| Chlorodibromomethane [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 |
| m-Dichlorobenzene [1,3-Dichlorobenzene] | | | | | 10 |
| o-Dichlorobenzene [1,2-Dichlorobenzene] | | | | | 10 |
| p-Dichlorobenzene [1,4-Dichlorobenzene] | | | | | 10 |
| 3,3'-Dichlorobenzidine | | | | | 5 |
| 1,2-Dichloroethane | | | | | 10 |
| 1,1-Dichloroethene [1,1-Dichloroethylene] | | | | | 10 |
| Dichloromethane [Methylene chloride] | | | | | 20 |
| 1,2-Dichloropropane | | | | | 10 |
| 1,3-Dichloropropene [1,3-Dichloropropylene] | | | | | 10 |

| Pollutant | Sample 1 (µg/L)* | Sample 2 (µg/L)* | Sample 3 (µg/L)* | Sample 4 (µg/L)* | MAL (µg/L)* |
|--|-----------------------------|-----------------------------|-----------------------------|-----------------------------|------------------------|
| 2,4-Dimethylphenol | | | | | 10 |
| Di-n-Butyl phthalate | | | | | 10 |
| Ethylbenzene | | | | | 10 |
| Fluoride | | | | | 500 |
| Hexachlorobenzene | | | | | 5 |
| Hexachlorobutadiene | | | | | 10 |
| Hexachlorocyclopentadiene | | | | | 10 |
| Hexachloroethane | | | | | 20 |
| Methyl ethyl ketone | | | | | 50 |
| Nitrobenzene | | | | | 10 |
| N-Nitrosodiethylamine | | | | | 20 |
| N-Nitroso-di-n-butylamine | | | | | 20 |
| Nonylphenol | | | | | 333 |
| Pentachlorobenzene | | | | | 20 |
| Pentachlorophenol | | | | | 5 |
| Phenanthrene | | | | | 10 |
| Polychlorinated biphenyls (PCBs) (**) | | | | | 0.2 |
| Pyridine | | | | | 20 |
| 1,2,4,5-Tetrachlorobenzene | | | | | 20 |
| 1,1,2,2-Tetrachloroethane | | | | | 10 |
| Tetrachloroethene [Tetrachloroethylene] | | | | | 10 |
| Toluene | | | | | 10 |
| 1,1,1-Trichloroethane | | | | | 10 |
| 1,1,2-Trichloroethane | | | | | 10 |
| Trichloroethene [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)

- i. 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

- ii. 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)

- i. 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

- ii. Domestic wastewater is/will be discharged.

☐ Yes ☐ No

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

Table 4 for Outfall No.:

Samples are (check one): ☐ Composites ☐ Grabs

| 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 which may contain pesticides or herbicides, check N/A.

☐ N/A

Table 5 for Outfall No.: 114-00000001

Samples are (check one): ☐ **Composites** ☐ **Grabs**

| 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 |
| 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 [Azinphos methyl] | | | | | 0.1 |
| Heptachlor | | | | | 0.01 |
| Heptachlor epoxide | | | | | 0.01 |
| Hexachlorocyclohexane (<i>alpha</i>) | | | | | 0.05 |
| Hexachlorocyclohexane (<i>beta</i>) | | | | | 0.05 |
| Hexachlorocyclohexane (<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 6 for Outfall No.:

Samples are (check one): ☐ Composites ☐ Grabs

| 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 type="checkbox"/> | | | | | 400 |
| Color (PCU) | <input type="checkbox"/> | <input type="checkbox"/> | | | | | — |
| Nitrate-Nitrite (as N) | <input type="checkbox"/> | <input type="checkbox"/> | | | | | — |
| Sulfide (as S) | <input type="checkbox"/> | <input type="checkbox"/> | | | | | — |
| Sulfite (as SO ₃) | <input type="checkbox"/> | <input type="checkbox"/> | | | | | — |
| Surfactants | <input type="checkbox"/> | <input type="checkbox"/> | | | | | — |
| Boron, total | <input type="checkbox"/> | <input type="checkbox"/> | | | | | 20 |
| Cobalt, total | <input type="checkbox"/> | <input type="checkbox"/> | | | | | 0.3 |
| Iron, total | <input type="checkbox"/> | <input type="checkbox"/> | | | | | 7 |
| Magnesium, total | <input type="checkbox"/> | <input type="checkbox"/> | | | | | 20 |
| Manganese, total | <input type="checkbox"/> | <input type="checkbox"/> | | | | | 0.5 |
| Molybdenum, total | <input type="checkbox"/> | <input type="checkbox"/> | | | | | 1 |
| Tin, total | <input type="checkbox"/> | <input type="checkbox"/> | | | | | 5 |
| Titanium, total | <input type="checkbox"/> | <input type="checkbox"/> | | | | | 30 |

* Indicate units if different from µg/L.

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 7 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 8 for Outfall No.: **: Volatile Compounds**

Samples are (check one): ☐ **Composites** ☐ **Grabs**

| Pollutant | Sample 1 (µg/L)* | Sample 2 (µg/L)* | Sample 3 (µg/L)* | Sample 4 (µg/L)* | MAL (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 [Bromodichloromethane] | | | | | 10 |
| 1,1-Dichloroethane | | | | | 10 |
| 1,2-Dichloroethane | | | | | 10 |
| 1,1-Dichloroethylene [1,1-Dichloroethene] | | | | | 10 |
| 1,2-Dichloropropane | | | | | 10 |
| 1,3-Dichloropropylene [1,3-Dichloropropene] | | | | | 10 |
| Ethylbenzene | | | | | 10 |
| Methyl bromide [Bromomethane] | | | | | 50 |
| Methyl chloride [Chloromethane] | | | | | 50 |
| Methylene chloride [Dichloromethane] | | | | | 20 |
| 1,1,2,2-Tetrachloroethane | | | | | 10 |
| Tetrachloroethylene [Tetrachloroethene] | | | | | 10 |
| Toluene | | | | | 10 |
| 1,2-Trans-dichloroethylene [1,2-Trans-dichloroethene] | | | | | 10 |
| 1,1,1-Trichloroethane | | | | | 10 |
| 1,1,2-Trichloroethane | | | | | 10 |
| Trichloroethylene [Trichloroethene] | | | | | 10 |
| Vinyl chloride | | | | | 10 |

* Indicate units if different from µg/L.

Table 9 for Outfall No.: [REDACTED] : Acid Compounds**Samples are (check one):** ☐ Composites ☐ Grabs

| Pollutant | Sample 1 (µg/L)* | Sample 2 (µg/L)* | Sample 3 (µg/L)* | Sample 4 (µg/L)* | MAL (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 10 for Outfall No.: [REDACTED] : Base/Neutral Compounds**Samples are (check one):** ☐ Composites ☐ Grabs

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

| Pollutant | Sample 1 (µg/L)* | Sample 2 (µg/L)* | Sample 3 (µg/L)* | Sample 4 (µg/L)* | MAL (µg/L) |
|---------------------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------|
| 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 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 |
| 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 11 for Outfall No.: **: Pesticides**

Samples are (check one): ☐ **Composites** ☐ **Grabs**

| Pollutant | Sample 1 (µg/L)* | Sample 2 (µg/L)* | Sample 3 (µg/L)* | Sample 4 (µg/L)* | MAL (µg/L) |
|---|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------|
| Aldrin | | | | | 0.01 |
| alpha-BHC [alpha-Hexachlorocyclohexane] | | | | | 0.05 |
| beta-BHC [beta-Hexachlorocyclohexane] | | | | | 0.05 |
| gamma-BHC [gamma-Hexachlorocyclohexane] | | | | | 0.05 |
| delta-BHC [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 |

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

* Indicate units if different from µg/L.

Attachment: [REDACTED]

TABLE 12 (DIOXINS/FURAN COMPOUNDS)

Complete of Table 12 **is required** for **external outfalls**, as directed below. (Instructions, Pages 60-61)

- a. 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 (Rannel) CASRN 299-84-3
- ☐ 2,4,5-trichlorophenol (TCP) CASRN 95-95-4
- ☐ hexachlorophene (HCP) CASRN 70-30-4
- ☐ None of the above

Description: [REDACTED]

- b. 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: [REDACTED]

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

Table 12 for Outfall No.: Samples are (check one): ☐ Composites ☐ Grabs

| Compound | Toxicity Equivalent Factors | Wastewater Concentration (ppq) | Wastewater Toxicity Equivalents (ppq) | Sludge Concentration (ppt) | Sludge Toxicity Equivalents (ppt) | MAL (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 |
| 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, Page 61)

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

☐ Yes ☐ No

b. 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 ☐ NoIf **yes** to either Items a **or** b, complete Table 13 as instructed.**Table 13 for Outfall No.:** Samples are (check one): ☐ Composites ☐ Grabs

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

WORKSHEET 3.0

LAND APPLICATION OF EFFLUENT

This worksheet is required for all applications for a permit to dispose of wastewater by land application.

1. TYPE OF DISPOSAL SYSTEM (Instructions, Page 70)

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: |

2. LAND APPLICATION AREA (Instructions, Page 70)

Land Application Area Information

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

3. ANNUAL CROPPING PLAN (Instructions, Page 70)

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:

4. WELL AND MAP INFORMATION (Instructions, Page 71)

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:

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? Y/N/U | Open, cased, capped, or plugged? | Proposed Best Management Practice |
|---------|----------|---------------------|-------------------------------------|--------------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Attachment:

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:

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

Attachment:

5. SOIL MAP AND SOIL INFORMATION (Instructions, Page 72)

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

- a. ☐ USDA NRCS Soil Survey Map depicting the area to be used for land application with the locations identified by fields and crops
- b. ☐ Breakdown of acreage and percent of total acreage for each soil type
- c. ☐ Copies of laboratory soil analyses

Attachment: ☐

6. LABORATORY ACCREDITATION CERTIFICATION (Instructions, Page 73)

Effective July 1, 2008, all laboratory tests performed must meet the requirements of *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification* with the following general exemptions:

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

Review *30 TAC Chapter 25* for specific requirements. The following certification statement shall be signed and submitted with every application. See Instructions, Page 32, for a list of approved signatories.

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

(Signature)

7. EFFLUENT MONITORING DATA (Instructions, Page 73)

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 14 for Site No.: Click to enter text

Samples are (check one): ☒ **Composites** ☐ **Grabs**

[illegible]

Attach an explanation of all persistent excursions to permitted parameters and corrective actions taken.

Attachment: [Click to enter text](#)

Use this table to provide effluent analysis for parameters regulated in the current permit which are not listed in Table 14.

Additional Parameter Effluent Analysis

[illegible]

Attach an explanation of all persistent excursions to permitted parameters and corrective actions taken.

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

8. POLLUTANT ANALYSIS (Instructions, Page 73)

- 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):
- b. ☐ Check the box to confirm all samples were collected no more than 12 months prior to the date of application submittal.
- c. Completion of Tables 15 and 16 **is required** for all applications for the authorization of land application.

Table 15 for Site No.: **; Samples are (check one):** ☐ **Composites** ☐ **Grabs**

| Pollutant | Sample 1 (mg/L) | Sample 2 (mg/L) | Sample 3 (mg/L) | Sample 4 (mg/L) |
|---------------------------------|-----------------|-----------------|-----------------|-----------------|
| BOD (5-day) | | | | |
| CBOD (5-day) | | | | |
| Chemical oxygen demand | | | | |
| Total organic carbon | | | | |
| Ammonia nitrogen | | | | |
| Total suspended solids | | | | |
| Nitrate nitrogen | | | | |
| Total organic nitrogen | | | | |
| Total phosphorus | | | | |
| Oil and grease | | | | |
| Total residual chlorine | | | | |
| Total dissolved solids | | | | |
| Sulfate | | | | |
| Chloride | | | | |
| Fluoride | | | | |
| Fecal Coliform (cfu/100 mL) | | | | |
| Specific conductance (mmhos/cm) | | | | |
| pH (standard units; min/max) | | | | |
| Soluble sodium | | | | |
| Soluble calcium | | | | |
| Soluble magnesium | | | | |
| SAR (unitless) | | | | |

Table 16: for Site No.: **; Samples are (check one):** ☐ **Composites** ☐ **Grabs**

| Pollutant | Sample 1 (µg/L) | Sample 2 (µg/L) | Sample 3 (µg/L) | Sample 4 (µg/L) | MAL (µg/L) |
|----------------------|-----------------|-----------------|-----------------|-----------------|--------------|
| Aluminum, total | | | | | 2.5 |
| Antimony, total | | | | | 5 |
| Arsenic, total | | | | | 0.5 |
| Barium, total | | | | | 3 |
| Beryllium, total | | | | | 0.5 |
| Boron, total | | | | | 20 |
| Cadmium, total | | | | | 1 |
| Chromium, total | | | | | 3 |
| Chromium, hexavalent | | | | | 3 |
| Chromium, trivalent | | | | | N/A |
| Copper, total | | | | | 2 |
| Cyanide | | | | | 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 |

WORKSHEET 3.1

SURFACE LAND APPLICATION AND EVAPORATION

This worksheet **is required** for all applications for a permit to dispose of wastewater by surface land application or evaporation.

1. EDWARDS AQUIFER (Instructions, Page 74)

a. Is the facility subject to *30 TAC Chapter 213*, Edwards Aquifer Rules?

☐ Yes ☐ No

If **no**, proceed to Item 2. If **yes**, complete Items 1.b and 1.c.

b. Check the box next to the subchapter applicable to the facility.

☐ *30 TAC Chapter 213, Subchapter A*

☐ *30 TAC Chapter 213, Subchapter B*

c. If *30 TAC Chapter 213, Subchapter A* applies, attach **either**: 1) a Geologic Assessment (if conducted in accordance with *30 TAC § 213.5*) **or** 2) a report that contains the following information:

- A description of the surface geological units within the proposed land application site and wastewater pond area.
- The location and extent of any sensitive recharge features in the land application site and wastewater pond area
- A list of any proposed BMPs to protect the recharge features.

Attachment:

2. SURFACE SPRAY/IRRIGATION (Instructions, Pages 74-75)

a. Provide the following information on the irrigation operations:

Area under irrigation (acres):

Design application rate (acre-ft/acre/yr):

Design application frequency (hours/day):

Design application frequency (days/week):

Design total nitrogen loading rate (lbs nitrogen/acre/year):

Average slope of the application area (percent):

Maximum slope of the application area (percent):

Irrigation efficiency (percent):

Effluent conductivity (mmhos/cm):

Soil conductivity (mmhos/cm):

Curve number:

Describe the application method and equipment:

b. Attach a detailed engineering report which includes a water balance, storage volume calculations, and a nitrogen balance.

Attachment:

3. EVAPORATION PONDS (Instructions, Page 75)

- a. Daily average effluent flow into ponds: [redacted] gallons per day
- b. Attach a separate engineering report of evaporation calculations for average long-term and worst-case critical conditions.

Attachment: [redacted]

4. EVAPOTRANSPIRATION BEDS (Instructions, Page 75)

- a. Provide the following information on the evapotranspiration beds:

Number of beds: [redacted]

Area of bed(s) (acres): [redacted]

Depth of bed(s) (feet): [redacted]

Void ratio of soil in the beds: [redacted]

Storage volume within the beds (include units): [redacted]

Description of any lining to protect groundwater: [redacted]

- b. Attach a certification by a licensed Texas professional engineer that the liner meets TCEQ requirements.

Attachment: [redacted]

- c. Attach a separate engineering report with water balance, storage volume calculations, and description of the liner.

Attachment: [redacted]

5. OVERLAND FLOW (Instructions, Page 75)

- a. Provide the following information on the overland flow:

Area used for application (acres): [redacted]

Slopes for application area (percent): [redacted]

Design application rate (gpm/foot of slope width): [redacted]

Slope length (feet): [redacted]

Design BOD₅ loading rate (lbs BOD₅/acre/day): [redacted]

Design application frequency (hours/day): [redacted]

Design application frequency (days/week): [redacted]

- b. Attach a separate engineering report with the method of application and design requirements according to 30 TAC § 217.212.

Attachment: [redacted]

WORKSHEET 3.2

SUBSURFACE IRRIGATION SYSTEMS (NON-DRIP)

This worksheet **is required** for all applications for a permit to dispose of wastewater by subsurface land application.

- ☐ Check the box to confirm the Class V Injection Well Inventory/Authorization Form (Worksheet 9.0) has been submitted to the TCEQ UIC Permits Team as directed.

1. EDWARDS AQUIFER (Instructions, Page 76)

- a. The subsurface system is/will be located on the Edwards Aquifer Recharge Zone, as mapped by the TCEQ?
- ☐ Yes ☐ No
- b. The subsurface system is/will be located on the Edwards Aquifer Transition Zone, as mapped by the TCEQ?
- ☐ Yes ☐ No

If **yes** to Item 1.a **or** 1.b, the subsurface system may be prohibited by *30 TAC § 213.8*. Contact the Water Quality Assessment Section at (512) 239-4671 to determine if the proposed activity is affected by this rule.

2. SUBSURFACE APPLICATION (Instructions, Page 76)

- a. Check the box next to the type of subsurface land disposal system requested by this application:
- ☐ Conventional drainfield, beds, or trenches
- ☐ Low pressure dosing
- ☐ Other:
- b. Provide the following information on the irrigation operations:
- Application area (acres):
- Area of drainfield (square feet):
- Application rate (gal/square ft/day):
- Depth to groundwater (feet):
- Area of trench (square feet):
- Dosing duration per area (hours):
- Number of beds:
- Dosing amount per area (inches/day):
- Soil infiltration rate (inches/hour):
- Storage volume (gallons):
- Area of bed(s) (square feet):
- Soil classification:
- c. Attach a separate engineering report using *30 TAC § 309.20, Subchapter C, Land Disposal of Sewage Effluent* as guidance, excluding items b(3)(A) and b(3)(B). Include a description of the schedule of dosing basin rotation.

Attachment:

WORKSHEET 3.3

SUBSURFACE AREA DRIP DISPERSAL SYSTEMS

This worksheet **is required** for all applications for a permit to dispose of wastewater using a SADDs.

- ☐ Check the box to confirm the Class V Injection Well Inventory/Authorization Form (Worksheet 9.0) for this type of disposal system has been submitted to the TCEQ UIC Permits Team as directed.

1. EDWARDS AQUIFER (Instructions, Page 76)

- a. The SADDs is/will be located on the Edwards Aquifer Recharge Zone, as mapped by the TCEQ?

☐ Yes ☐ No

- b. The SADDs is/will be located on the Edwards Aquifer Transition Zone, as mapped by the TCEQ?

☐ Yes ☐ No

If **yes** to Item 1.a **or** 1.b, the SADDs may be prohibited by *30 TAC § 213.8*. Contact the Water Quality Assessment Section at (512) 239-4671 to determine if the proposed activity is affected by this rule.

2. ADMINISTRATIVE INFORMATION (Instructions, Page 77)

- a. Provide the legal name of all corporations or other business entities managed, owned, or otherwise closely related to the owner of the treatment facility: _____

- b. The owner of the land where the WWTF is/will be located is the same as the owner of the WWTF.

☐ Yes ☐ No

If **no**, provide the legal name of all corporations or other business entities managed, owned, or otherwise closely related to the owner of the land where the WWTF is/will be located: _____

- c. Provide the legal name of the owner of the SADDs: _____

- d. The owner of the SADDs is the same as the owner of the WWTF or the site where the WWTF is/will be located.

☐ Yes ☐ No

If **no**, identify the legal name of all corporations or other business entities managed, owned, or otherwise closely related to the entity identified in Item 1.c: _____

- e. Provide the legal name of the owner of the land where the SADDs is located: _____

- f. The owner of the land where the SADDs is/will be located is the same as owner of the WWTF, the site where the WWTF is located, or the owner of the SADDs.

☐ Yes ☐ No

If **no**, provide the legal name of all corporations or other business entities managed, owned, or otherwise closely related to the entity identified in item 1.e: _____

3. SADDs (Instructions, Pages 78-79)

a. Check the box next to the type SADDs requested by this application:

- ☐ Subsurface drip/trickle irrigation
☐ Surface drip irrigation
☐ Other: _____

b. Attach a description of the SADDs proposed/used by the facility (see instructions for guidance).

Attachment: _____

c. Provide the following information on the SADDs:

Application area (acres): _____

Soil infiltration rate (inches/hour): _____

Average slope of the application area: _____

Maximum slope of the application area: _____

Storage volume (gallons): _____

Major soil series: _____

Depth to groundwater (feet): _____

Effluent conductivity (mmhos/cm): _____

d. The facility is/will be located west of the boundary shown in *30 TAC § 222.83* **and** using a vegetative cover of non-native grasses over seeded with cool-season grasses.

☐ Yes ☐ No

If **yes**, the facility may propose a hydraulic application rate up to, but not to exceed, 0.1 gal/ft²/day.

e. The facility is/will be located east of the boundary shown in *30 TAC § 222.83* **or** is the facility proposing any crop other than non-native grasses.

☐ Yes ☐ No

If **yes**, the facility must use the formula in *30 TAC § 222.83* to calculate the maximum hydraulic application rate.

f. The facility has or plans to submit an alternative method to calculate the hydraulic application rate for approval by the ED.

☐ Yes ☐ No

If **yes**, provide the following information on the hydraulic application rates:

- Hydraulic application rate (gal/square foot/day): _____
- Nitrogen application rate (gal/square foot/day): _____

g. Provide the following dosing information:

Number of doses per day: _____

Dosing duration per area (hours): _____

Rest period between doses (hours): _____

Dosing amount per area (inches/day): _____

Number of zones: _____

h. The system is/will be a surface drip irrigation system using existing native vegetation as a crop?

☐ Yes ☐ No

If **yes**, attach the following information:

- A vegetation survey by a certified arborist describing the percent canopy cover and relative percentage of major overstory and understory plant species.

Attachment:

- Attach a separate engineering report using *30 TAC § 309.20, Subchapter C, Land Disposal of Sewage Effluent* as guidance, excluding items b(3)(A) and b(3)(B). Include a description of the schedule of dosing basin rotation.

Attachment:

4. REQUIRED PLANS (Instructions, Pages 79-80)

a. Attach a Soil Evaluation with all information required in *30 TAC § 222.73*.

Attachment:

b. Attach a Site Preparation Plan with all information required in *30 TAC § 222.75*.

Attachment:

c. Attach a Recharge Feature Plan with all information required in *30 TAC § 222.79*.

Attachment:

d. Provide soil sampling and testing with all information required in *30 TAC § 222.157*.

Attachment:

5. FLOOD AND RUN-ON PROTECTION (Instructions, Page 80)

a. Is the existing/proposed SADDs located within the 100-year frequency flood level?

☐ Yes ☐ No

Source:

If **yes**, describe how the site will be protected from inundation:

b. Is the existing/proposed SADDs within a designated floodway?

☐ Yes ☐ No

If **yes**, attach either the FEMA flood map or alternate information used to make this determination.

Attachment:

6. SURFACE WATERS IN THE STATE (Instructions, Page 80)

a. Attach a buffer map which shows the appropriate buffers on surface waters in the state, water wells, and springs/seeps.

Attachment:

b. The facility has or plans to request a buffer variance from water wells or waters in the state?

☐ Yes ☐ No

If **yes**, attach the additional information required in *30 TAC § 222.81(c)*.

Attachment:

WORKSHEET 4.0 RECEIVING WATERS

This worksheet **is required** for all TPDES permit applications.

1. DOMESTIC DRINKING WATER SUPPLY (Instructions, Page 81)

- a. There is a surface water intake for domestic drinking water supply located within 5 (five) miles downstream from the point/proposed point of discharge.

☐ Yes ☒ No

If **no**, stop here and proceed to Item 2. If **yes**, provide the following information:

- i. The legal name of the owner of the drinking water supply intake:

- v. The distance and direction from the outfall to the drinking water supply intake:

- b. Locate and identify the intake on the USGS 7.5-minute topographic map provided for Administrative Report 1.0.

☐ Check this box to confirm the above requested information is provided.

2. DISCHARGE INTO TIDALLY INFLUENCED WATERS (Instructions, Page 81)

If the discharge is to tidally influenced waters, complete this section. Otherwise, proceed to Item 3.

- a. Width of the receiving water at the outfall: feet

- b. Are there oyster reefs in the vicinity of the discharge?

☐ Yes ☐ No

If **yes**, provide the distance and direction from the outfall(s) to the oyster reefs:

- c. Are there sea grasses within the vicinity of the point of discharge?

☐ Yes ☐ No

If **yes**, provide the distance and direction from the outfall(s) to the grasses:

3. CLASSIFIED SEGMENT (Instructions, Page 81)

The discharge is/will be directly into (or within 300 feet of) a classified segment.

☐ Yes ☒ No

If **yes**, stop here. It is not necessary to complete Items 4 and 5 of this worksheet or Worksheet 4.1.

If **no**, complete Items 4 and 5 and Worksheet 4.1 may be required.

4. DESCRIPTION OF IMMEDIATE RECEIVING WATERS (Instructions, Page 82)

a. Name of the immediate receiving waters: Fields Bayou

b. Check the appropriate description of the immediate receiving waters:

- | | |
|--|---|
| <input type="checkbox"/> Lake or Pond | <input checked="" type="checkbox"/> Man-Made Channel or Ditch |
| • Surface area (acres): <input type="text"/> | <input type="checkbox"/> Stream or Creek |
| • Average depth of the entire water body (feet): <input type="text"/> | <input type="checkbox"/> Freshwater Swamp or Marsh |
| • Average depth of water body within a 500-foot radius of the discharge point (feet): <input type="text"/> | <input type="checkbox"/> Tidal Stream, Bayou, or Marsh |
| | <input type="checkbox"/> Open Bay |
| | <input type="checkbox"/> Other, specify: <input type="text"/> |

If **Man-Made Channel or Ditch** or **Stream or Creek** were selected above, provide responses to Items 4.c – 4.g below:

c. For **existing discharges**, check the description below that best characterizes the area **upstream** of the discharge.

For **new discharges**, check the description below that best characterizes the area **downstream** of the discharge.

- ☐ Intermittent (dry for at least one week during most years)
- ☒ Intermittent with Perennial Pools (enduring pools containing habitat to maintain aquatic life uses)
- ☐ Perennial (normally flowing)

Check the source(s) of the information used to characterize the area upstream (existing discharge) or downstream (new discharge):

- ☐ USGS flow records
- ☐ personal observation
- ☐ historical observation by adjacent landowner(s)
- ☒ other, specify: Texas Department of Transportation

d. List the names of all perennial streams that join the receiving water within three miles downstream of the discharge point: Cherry Creek

e. The receiving water characteristics change within three miles downstream of the discharge (e.g., natural or man-made dams, ponds, reservoirs, etc.).

- ☒ Yes ☐ No

If **yes**, describe how: Discharges at Outfall 001 occur when the previously mined out pits overflow the levee at the southwest corner, where a man-made drainage ditch directs flow westward towards the nearest receiving water: Fields Bayou. Fields Bayou is approximately 0.25 miles west of Outfall 001.

f. General observations of the water body during normal dry weather conditions: Discharges from Outfall 001 are directed down a man-made drainage channel along the north side of a dirt roadway, Sunday Road, until joining Fields Bayou. The drainage channel is considered intermittent with perennial pools for the quarter mile reach downstream of the outfall. Most of the reach has approximately two feet or less of standing and/or slow flowing water. There is an abundance of grasses and other wetland vegetation present throughout the drainage channel, including a low amount of canopy coverage.

Date and time of observation: 8/2/24 at 11 AM

g. The water body was influenced by stormwater runoff during observations.

☒ Yes ☐ No

If **yes**, describe how: Within a month of Hurricane Beryl. Flood water evident.

5. GENERAL CHARACTERISTICS OF WATER BODY (Instructions, Page 82)

a. Is the receiving water upstream of the existing discharge or proposed discharge site influenced by any of the following (check all that apply):

| | |
|---|---|
| <input type="checkbox"/> oil field activities | <input type="checkbox"/> urban runoff |
| <input type="checkbox"/> agricultural runoff | <input type="checkbox"/> septic tanks |
| <input type="checkbox"/> upstream discharges | <input type="checkbox"/> other, specify: <input type="text"/> |

b. Uses of water body observed or evidence of such uses (check all that apply):

| | | |
|---|--|---|
| <input type="checkbox"/> livestock watering | <input type="checkbox"/> fishing | <input type="checkbox"/> picnic/park activities |
| <input type="checkbox"/> non-contact recreation | <input type="checkbox"/> industrial water supply | <input type="checkbox"/> other, specify: <input type="text"/> |
| <input type="checkbox"/> domestic water supply | <input type="checkbox"/> irrigation withdrawal | <input type="text"/> |
| <input type="checkbox"/> contact recreation | <input type="checkbox"/> navigation | |

c. Description which best describes the aesthetics of the receiving water and the surrounding area (check only one):

☐ **Wilderness:** outstanding natural beauty; usually wooded or un-pastured area; water clarity exceptional

☒ **Natural Area:** trees or native vegetation common; some development evident (from fields, pastures, dwellings); water clarity discolored

☐ **Common Setting:** not offensive, developed but uncluttered; water may be colored or turbid

☐ **Offensive:** stream does not enhance aesthetics; cluttered; highly developed; dumping areas; water discolored

WORKSHEET 4.1

WATERBODY PHYSICAL CHARACTERISTICS

The following information **is required** for new applications, EPA-designated Major facilities, and major amendment applications requesting to add an outfall if the receiving waters are perennial or intermittent with perennial pools (including impoundments) for a TDPES permit.

Complete the transects downstream of the existing or proposed discharges.

1. DATA COLLECTION (Instructions, Pages 83-84)

- a. Date of study: 8/2/2024 Time of study: 11:00AM
 Waterbody name: Fields Bayou
 General location: Rye, Texas
- b. Type of stream upstream of an existing discharge or downstream of a proposed discharge (check only one):
☐ perennial ☒ intermittent with perennial pools ☐ impoundment
- c. No. of defined stream bends:
 Well: 0 Moderately: 0 Poorly: 0
- d. No. of riffles: 0
- e. Evidence of flow fluctuations (check one):
☐ Minor ☒ Moderate ☐ Severe
- f. Provide the observed stream uses and where there is evidence of channel obstructions/modifications:
Obstructions include thick vegetation.
- g. Complete the following table with information regarding the transect measurements.

Stream Transect Data

| Transect Location | Habitat Type* | Water Surface Width (ft) | Stream Depths (ft)** | | | | | | | |
|-------------------|---------------|--------------------------|----------------------|--|--|--|--|--|--|--|
| 1 | Pool | 6 | 1-2 inches | | | | | | | |
| 2 | Pool | 80 | 1-2 | | | | | | | |
| 3 | Pool | 80 | 1-2 | | | | | | | |
| 4 | Pool | 100 | 6-8 | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

* riffle, run, glide, or pool

** channel bed to water surface

2. SUMMARIZE MEASUREMENTS (Instructions, Page 84)

Provide the following information regarding the transect measurements:

Streambed slope of entire reach (from USGS map in ft. /ft.): 5/1000

Approximate drainage area above the most downstream transect from USGS map or county highway map (square miles): 1

Length of stream evaluated (ft): 1320

Number of lateral transects made: 4

Average stream width (ft): 65

Average stream depth (ft): 2.5

Average stream velocity (ft/sec): 0.10

Instantaneous stream flow (ft³/sec): 16.25

Indicate flow measurement method (VERY IMPORTANT – type of meter, floating chip timed over a fixed distance, etc.): Floating chip timed over a fixed distance

Flow fluctuations (i.e., minor, moderate, or severe): Moderate

Size of pools (i.e., large, small, moderate, or none): Large/Moderate

Maximum pool depth (ft): 8

Total number of stream bends: 0

Number well defined: 0

Number moderately defined: 0

Number poorly defined: 0

Total number of riffles: 0

WORKSHEET 5.0

SEWAGE SLUDGE MANAGEMENT AND DISPOSAL

The following information **is required** for all TPDES permit applications that meet the conditions as outlined in Technical Report 1.0, Item 7.

1. SEWAGE SLUDGE SOLIDS MANAGEMENT PLAN (Instructions, Page 85)

a. Is this a new permit application or an amendment permit application?

☐ Yes ☐ No

b. Does or will the facility discharge in the Lake Houston watershed?

☐ Yes ☐ No

If **yes** to either Item 1.a **or** 1.b, attach a solids management plan.

Attachment:

2. SEWAGE SLUDGE MANAGEMENT AND DISPOSAL (Instructions, Pages 85-86)

a. Check the box next to the sludge disposal method(s) authorized under the facility's existing permit (check all that apply).

- ☐ Permitted landfill
- ☐ Marketing and distribution by the permittee, attach Form TCEQ-00551
- ☐ Registered land application site, attach Form TCEQ-00565
- ☐ Processed by the permittee, attach Form TCEQ-00744
- ☐ Surface disposal site (sludge monofill), attach Form TCEQ-00744
- ☐ Transported to another WWTP
- ☐ Beneficial land application, attach Form TCEQ-10451
- ☐ Incineration, attach Form TCEQ-00744

Based on the selection(s) made above, complete and attach the required TCEQ forms as directed. Failure to submit the required TCEQ form will result in delays in processing the application

Attachment:

b. Provide the following information for each disposal site:

Disposal site name:

TCEQ Permit/Registration Number:

County where disposal site is located:

c. Method of sewage sludge transportation: ☐ truck ☐ train ☐ pipe ☐ other:

TCEQ Hauler Registration Number:

Sludge is transported as a: ☐ liquid ☐ semi-liquid ☐ semi-solid ☐ solid

- d. Purpose of land application: ☐ reclamation ☐ soil conditioning ☐ N/A
- e. If sewage sludge is transported to another WWTP for treatment, attach a written statement or copy of contractual agreements confirming that the WWTP identified above will accept and be responsible for the sludge from this facility for the life of the permit (at least 5 years).

Attachment: ☐

3. AUTHORIZATION FOR SEWAGE SLUDGE DISPOSAL (Instructions, Page 86)

- a. If this is a new or major amendment application which requests authorization of a new sewage sludge disposal method, check the new sewage disposal method(s) requested for authorization (check all that apply):

- ☐ Marketing and distribution by the permittee, attach Form TCEQ-00551
- ☐ Processed by the permittee, attach Form TCEQ-00744
- ☐ Surface disposal site (sludge monofill), attach Form TCEQ-00744
- ☐ Beneficial land application, attach Form TCEQ-10451
- ☐ Incineration, attach Form TCEQ-00744

Based on the selection(s) made above, complete and attach any required TCEQ forms, as directed. Failure to submit the required TCEQ form will result in delays in processing the application

Attachment: ☐

NOTE: New authorization for beneficial land application, incineration, processing, or disposal in the TPDES permit or TLAP **requires a major amendment to the permit**. New authorization for composting may require a major amendment to the permit. See the instructions to determine if a major amendment is required or if authorization for composting can be added through the renewal process.

WORKSHEET 6.0

INDUSTRIAL WASTE CONTRIBUTION

This worksheet **is required** for all applications for publicly-owned treatment works (POTWs).

For an explanation of the terms used in this worksheet, refer to the General Definitions on pages 4-12 and the Definitions Relating to Pretreatment on pages 13-14 of the Instructions.

1. ALL POTWS (Instructions, Page 87)

- a. Complete the following table with the number of each type of industrial users (IUs) that discharge to the POTW and the daily average flows from each.

Industrial User Information

| Type of Industrial User | Number of Industrial Users | Daily Average Flow (gallons per day) |
|-------------------------|----------------------------|--------------------------------------|
| CIU | | |
| SIU - Non-categorical | | |
| Other IU | | |

- b. In the past three years, has the POTW experienced treatment plant interference?

☐ Yes ☐ No

If **yes**, identify the date(s), duration, nature of interference, and probable cause(s) and possible source(s) of each interference event. Include the names of the IU(s) that may have caused the interference: _____

- c. In the past three years, has the POTW experienced pass-through?

☐ Yes ☐ No

If **yes**, identify the date(s), duration, pollutants passing through the treatment plant, and probable cause(s) and possible source(s) of each pass-through event. Include the names of the IU(s) that may have caused the pass-through: _____

- d. Does the POTW have, or is it required to develop, an approved pretreatment program?

☐ Yes ☐ No

If **yes**, answer all questions in Item 2 and skip Item 3.

If **no**, skip Item 2 and answer all questions in Item 3 for each significant industrial user and categorical industrial user.

2. POTWS WITH APPROVED PRETREATMENT PROGRAMS OR THOSE REQUIRED TO DEVELOP A PRETREATMENT PROGRAM (Instructions, Pages 87-88)

- a. Have there been any substantial modifications to the POTW's approved pretreatment program that have not been submitted to the Approval Authority (TCEQ) for approval according to *40 CFR § 403.18*?

☐ Yes ☐ No

If **yes**, include an attachment which identifies all substantial modifications that have not been submitted to the TCEQ and the purpose of the modifications.

Attachment: _____

- b. Have there been any non-substantial modifications to the POTW's approved pretreatment program that have not been submitted to the Approval Authority (TCEQ)?

☐ Yes ☐ No

If **yes**, include an attachment which identifies all non-substantial modifications that have not been submitted to the TCEQ and the purpose of the modification.

Attachment: [REDACTED]

- c. List all parameters measured above the MAL in the POTW's effluent monitoring during the last three years:

Effluent Parameters Measured Above the MAL

| Pollutant | Concentration | MAL | Units | Date |
|-----------|---------------|-----|-------|------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Attachment: [REDACTED]

- d. Has any SIU, CIU, or other IU caused or contributed to any other problems (excluding interference or pass-through) at the POTW in the past three years?

☐ Yes ☐ No

If **yes**, provide a description of each episode, including date(s), duration, description of problems, and probable pollutants. Include the name(s) of the SIU(s)/CIU(s)/other IU(s) that may have caused or contributed to any of the problems: [REDACTED]

3. SIGNIFICANT INDUSTRIAL USER AND CATEGORICAL INDUSTRIAL USER INFORMATION (Instructions, Pages 88-89)

POTWs that **do not** have an approved pretreatment program **are required** to provide the following information for each SIU and CIU:

- a. Mr. or Ms.: [REDACTED] First/Last Name: [REDACTED]

Organization Name: [REDACTED] SIC Code: [REDACTED]

Phone number: [REDACTED] Email address: [REDACTED]

Physical Address: [REDACTED] City/State/ZIP Code: [REDACTED]

Attachment: [REDACTED]

- b. Describe the industrial processes or other activities that affect or contribute to the SIU(s) or CIU(s) discharge (e.g., process and non-process wastewater): [REDACTED]

Attachment: [REDACTED]

- c. Provide a description of the principal products(s) or service(s) performed: [REDACTED]

d. Flow rate information

Flow rate information

| Effluent Type | Discharge (gallons per day) | Discharge Frequency (continuous, batch, or intermittent) |
|------------------------|--|---|
| Process wastewater | | |
| Non-process wastewater | | |

e. Pretreatment Standards

- i. Is the SIU or CIU subject to technology-based local limits as defined in the application instructions?

☐ Yes ☐ No

- ii. Is the SIU subject to categorical pretreatment standards?

☐ Yes ☐ No

If **yes**, provide the category and subcategory or subcategories in the SIUs Subject To Categorical Pretreatment Standards table.

SIUs Subject To Categorical Pretreatment Standards

| Category in 40 CFR | Subcategory in 40 CFR | Subcategory in 40 CFR | Subcategory in 40 CFR | Subcategory in 40 CFR |
|-------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

- f. Has the SIU or CIU caused or contributed to any problem(s) (e.g., interferences, pass through, odors, corrosion, blockages) at the POTW in the past three years?

☐ Yes ☐ No

If **yes**, provide a description of each episode, including dates, duration, description of problems, and probable pollutants, and include the name(s) of the SIU(s)/CIU(s) that may have caused or contributed to the problem(s):

WORKSHEET 7.0

STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITIES

This worksheet **is required** for all TPDES permit applications requesting individual permit coverage for discharges consisting of **either**: 1) solely of stormwater discharges associated with industrial activities, as defined in *40 CFR § 122.26(b)(14)(i-xi)*, **or** 2) stormwater discharges associated with industrial activities and any of the listed allowable non-stormwater discharges, as defined in the MSGP (TXR05000), Part II, Section A, Item 6.

Discharges of stormwater as defined in *40 CFR § 122.26 (b)(13)* are not required to obtain authorization under a TPDES permit (see exceptions at *40 CFR §§ 122.26(a)(1)* and *(9)*). Authorization for discharge may be required from a local municipal separate storm sewer system.

1. APPLICABILITY (Instructions, Page 90)

Do discharges from any of the existing/proposed outfalls consist either 1) solely of stormwater discharges associated with industrial activities **or** 2) stormwater discharges associated with industrial activities and any of the allowable non-stormwater discharges?

☐ Yes ☐ No

If **no**, stop here. If **yes**, proceed as directed.

2. STORMWATER OUTFALL COVERAGE (Instructions, Page 91)

List each existing/proposed stormwater outfall at the facility and indicate which type of authorization covers or is proposed to cover discharges.

Authorization coverage

| Outfall | Authorized Under MSGP | Authorized Under Individual Permit |
|---------|--------------------------|------------------------------------|
| | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> |

If **all** existing/proposed outfalls which discharge stormwater associated with industrial activities (and any of the allowable non-stormwater discharges) are **authorized under the MSGP**, **stop** here.

If **seeking authorization** for any outfalls which discharge stormwater associated with industrial activities (and any of the allowable non-stormwater discharges) **under an individual permit**, **proceed**.

NOTE: The following information is required for each existing/proposed stormwater outfall for which the facility is seeking individual permit authorization under this application.

3. SITE MAP (Instructions, Page 91)

Attach a site map or maps (drawn to scale) of the entire facility with the following information.

- the location of each stormwater outfall to be covered by the permit
- an outline of the drainage area that is within the facility's boundary and that contributes stormwater to each outfall to be covered by the permit
- connections or discharge points to municipal separate storm sewer systems
- locations of all structures (e.g. buildings, garages, storage tanks)
- structural control devices that are designed to reduce pollution in discharges of stormwater associated with industrial activities
- process wastewater treatment units (including ponds)
- bag house and other air treatment units exposed to stormwater (stormwater runoff, snow melt runoff, and surface runoff and drainage)
- landfills; scrapyards; surface water bodies (including wetlands)
- vehicle and equipment maintenance areas
- physical features of the site that may influence discharges of stormwater associated with industrial activities or contribute a dry weather flow
- locations where spills or leaks of reportable quality (as defined in *30 TAC § 327.4*) have occurred during the three years before this application was submitted to obtain coverage under an individual permit
- processing areas, storage areas, material loading/unloading areas, and other locations where significant materials are exposed to stormwater (stormwater runoff, snow melt runoff, and surface runoff and drainage)

☐ Check the box to confirm all the above information was provided on the facility site map(s).

Attachment:

4. FACILITY/SITE INFORMATION (Instructions, Pages 91-92)

- a. Provide the area of impervious surface and the total area drained by each stormwater outfall requested for authorization by this permit application.

Impervious Surfaces

| Outfall | Area of Impervious Surface (include units) | Total Area Drained (include units) |
|---------|---|---------------------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

- b. Provide the following local area rainfall information and the source of the information.

Wettest month:

Average rainfall for wettest month (total inches): [REDACTED]

25-year, 24-hour rainfall (inches): [REDACTED]

Source: [REDACTED]

- c. Attach an inventory, or list, of materials currently handled at the facility that may be exposed to precipitation. **Attachment:** [REDACTED]
- d. Attach narrative descriptions of the industrial processes and activities involving the materials in the above-listed inventory that occur outdoors or in some manner that may result in exposure of the materials to precipitation or runoff (see instructions for guidance). **Attachment:** [REDACTED]
- e. Describe any BMPs and controls the facility uses/proposes to prevent or effectively reduce pollution in stormwater discharges from the facility: [REDACTED]

5. LABORATORY ACCREDITATION CERTIFICATION (Instructions, Page 92)

Effective July 1, 2008, all laboratory tests performed must meet the requirements of *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification* with the following general exemptions:

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

Review *30 TAC Chapter 25* for specific requirements. The following certification statement shall be signed and submitted with every application. See Instructions, Page 32, for a list of approved signatories.

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

(Signature)

6. POLLUTANT ANALYSIS (Instructions, Pages 92-93)

- 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): [REDACTED]
- b. ☐ Check the box to confirm all samples were collected no more than 12 months prior to the date of application submittal.
- c. Complete Table 17 as directed on page 92 of the Instructions.

| Pollutant | Grab Sample* Maximum (mg/L) | Composite Sample** Maximum (mg/L) | Grab Sample* Average (mg/L) | Composite Sample** Average (mg/L) | Number of Storm Events Sampled | MAL (mg/L) |
|------------------------|-----------------------------------|---|-----------------------------------|---|--------------------------------|---------------|
| pH (standard units) | (max) | — | (min) | — | | — |
| Total suspended solids | | | | | | — |
| Chemical oxygen demand | | | | | | — |
| Total organic carbon | | | | | | — |
| Oil and grease | | | | | | — |
| Arsenic, total | | | | | | 0.0005 |
| Barium, total | | | | | | 0.003 |
| Cadmium, total | | | | | | 0.001 |
| Chromium, total | | | | | | 0.003 |
| Chromium, trivalent | | | | | | — |
| Chromium, hexavalent | | | | | | 0.003 |
| Copper, total | | | | | | 0.002 |
| Lead, total | | | | | | 0.0005 |
| Mercury, total | | | | | | 0.000005 |
| Nickel, total | | | | | | 0.002 |
| Selenium, total | | | | | | 0.005 |
| Silver, total | | | | | | 0.0005 |
| Zinc, total | | | | | | 0.005 |

* Taken during first 30 minutes of storm event

**** Flow-weighted composite sample**

d. Complete Table 18 as directed on pages 92-94 of the Instructions.

[illegible]

* Taken during first 30 minutes of storm event

**** Flow-weighted composite sample**

7. STORM EVENT DATA (Instructions, Page 94)

Provide the following data for the storm event(s) which resulted in the maximum values for the analytical data submitted:

Date of storm event:

Duration of storm event (minutes):

Total rainfall during storm event (inches):

Number of hours the between beginning of the storm measured and the end of the previous measurable storm event (hours):

Maximum flow rate during rain event (gallons/minute):

Total stormwater flow from rain event (gallons):

Provide a description of the method of flow measurement or estimate:

WORKSHEET 8.0

AQUACULTURE

This worksheet **is required** for all TPDES permit applications requesting individual permit coverage for discharges of aquaculture wastewater.

1. FACILITY/SITE INFORMATION (Instructions, Pages 95-96)

- a. Complete the following table with information regarding production ponds, raceways, and fabricated tanks at the facility:

Production Pond Descriptions:

| Number of Ponds | Dimensions (include units) | Area of Each Pond (include units) | Number of Ponds × Area of Ponds (include units) |
|-----------------|-------------------------------|--------------------------------------|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Total surface area of all ponds:

Raceway Descriptions:

| Number of Raceways | Dimensions (include units) |
|--------------------|----------------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Fabricated Tank Descriptions:

| Number of Tanks | Dimensions (include units) |
|-----------------|----------------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

b. Does the facility have a TPWD-approved emergency plan?

☐ Yes ☐ No

If **yes**, attach a copy of the approved plan.

Attachment:

c. Does the facility have an aquatic plant transplant authorization?

☐ Yes ☐ No

If **yes**, attach a copy of the authorization letter.

Attachment:

d. Provide the number of aquaculture facilities located within 25-miles of this facility:

2. SPECIES IDENTIFICATION (Instructions, Page 96)

Complete the following table regarding each species raised, source, origin, and disease status of the stock. Identify and attach copies of any current relevant authorizations or permits that authorize the species.

Stock Species Information

| Species | Source of Stock | Origin of Stock | Disease Status | Authorizations |
|---------|-----------------|-----------------|----------------|----------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Attachment:

3. STOCK MANAGEMENT PLAN (Instructions, Page 96)

Attach a detailed stock management plan.

Attachment:

4. WATER TREATMENT AND DISCHARGE DESCRIPTION (Instructions, Page 97)

Attach a detailed description of the discharge practices and water treatment process(es).

Attachment:

5. SOLID WASTE MANAGEMENT (Instructions, Page 97)

Attach a description of the solid waste-disposal practices.

Attachment:

6. SITE ASSESSMENT REPORT (Instructions, Pages 97-98)

All new and expanding commercial shrimp facilities located/to be located within the coastal zone must attach a detailed site assessment report which identifies sensitive aquatic habitats within the coastal zone.

Attachment:

WORKSHEET 9.0

CLASS V INJECTION WELL INVENTORY/AUTHORIZATION FORM

| | | |
|--|---|---|
| SUBMIT TO: TCEQ UIC Permits Team Radioactive Materials Division MC 233 PO Box 13087 Austin, Texas 78711-3087 512/239-6466 | TEXAS COMMISSION ON ENVIRONMENTAL QUALITY CLASS V INJECTION WELL INVENTORY/ AUTHORIZATION FORM | For TCEQ Use Only Reg. No. Date Received: Date Authorized: |
|--|---|---|

Reg. No. 5

Class V Well Designation Code:

SECTION I GENERAL INFORMATION (Instructions, Page 101)

Provide the requested information for Items 1 through 8.

1. TCEQ Program (PST, VCP, IHW, etc.): Program ID:
 Contact Name: Phone Number:
2. Agent/Consultant:
 Contact Name: Phone Number:
 Address (Street, City, State, and Zip Code):
3. ☐ Owner ☐ Operator
 Owner/Operator:
 Contact Name: Phone Number:
 Address (Street, City, State, and Zip Code):
4. Facility Name:
 Address (Street, City, County, State, and Zip Code) or location description (if no address is available):

 Contact Name: Phone Number:
5. Latitude and Longitude (degrees-minutes-seconds):
 Method of determination (GPS, TOPO, etc.):
 Attach topographic quadrangle map as Attachment A.
6. Type of Well Construction (Vertical Injection, Subsurface Fluid Distribution System, Infiltration Gallery, Temporary Injection Points, etc.):
 Number of Injection Wells:
7. Detailed Description regarding purpose of Injection System:
 Attach a Site Map as Attachment B (Include Approved Remediation Plan, if appropriate).
8. Water Well Driller/Installer: License Number:
 Address (Street, City, State, and Zip Code):
 Phone Number:

SECTION II PROPOSED DOWN HOLE DESIGN

Attach a diagram signed and sealed by a licensed engineer as Attachment C

| Name of String | Size | Setting Depth | Sacks Cement/Grout - Slurry Volume - Top of Cement | Hole Size | Weight PVC/Steel (lbs/ft) |
|----------------|------|---------------|--|-----------|---------------------------|
| 9. Casing | | | | | |
| 10. Tubing | | | | | |
| 11. Screen | | | | | |

SECTION III PROPOSED TRENCH SYSTEM, SUBSURFACE FLUID DISTRIBUTION SYSTEM, OR INFILTRATION GALLERY

Attach a diagram signed and sealed by a licensed engineer as Attachment D and provide the information requested in Items 12 through 13.

12. System(s) Dimensions:

13. System(s) Construction:

SECTION IV SITE HYDROGEOLOGICAL AND INJECTION ZONE DATA

Provide the information requested in Items 14 through 31.

14. Name of Contaminated Aquifer:

15. Receiving Formation Name of Injection Zone:

16. Well/Trench Total Depth:

17. Surface Elevation:

18. Depth to Ground Water:

19. Injection Zone Depth:

20. Injection Zone vertically isolated geologically? ☐ Yes ☐ No

Impervious Strata between Injection Zone and nearest Underground Source of Drinking Water:

- Name:
- Thickness:

21. Provide a list of contaminants and the levels (ppm) in contaminated aquifer as Attachment E.

22. Provide the Horizontal and Vertical extent of contamination and injection plume as Attachment F.

23. Provide Formation (Injection Zone) Water Chemistry (Background levels) TDS, etc. as Attachment G.

24. Provide the Injection Fluid Chemistry in PPM at point of injection as Attachment H.

25. Lowest Known Depth of Ground Water with < 10,000 PPM TDS:

26. Maximum injection Rate/Volume/Pressure:

27. Water wells within 1/4-mile radius (attach map as Attachment I):

28. Injection wells within 1/4-mile radius (attach map as Attachment I):

29. Monitor wells within 1/4 mile radius (attach drillers logs and map as Attachment I):

30. Sampling frequency:

31. Known hazardous components in injection fluid:

SECTION V SITE HISTORY

Provide the information requested in Items 32 through 35

32. Type of Facility:

33. Contamination Dates:

34. Provide the original Contamination (VOCs, TPH, BTEX, etc.) and Concentrations as attachment J

35. Provide the results of any previous remediation as attachment K.

NOTE: Authorization Form should be completed in detail and authorization given by the TCEQ before construction, operation, and/or conversion can begin. Attach additional pages as necessary.

CLASS V INJECTION WELL DESIGNATIONS

- 5A07 Heat Pump/AC return (IW used for groundwater to heat or cool buildings)
- 5A19 Industrial Cooling Water Return Flow (IW used to cool industrial process equipment)
- 5B22 Salt Water Intrusion Barrier (IW used to inject fluids to prevent the intrusion of salt water into an aquifer)
- 5D02 Stormwater Drainage (IW designed for the disposal of rain water)
- 5D04 Industrial Stormwater Drainage Wells (IW designed for the disposal of rain water associated with industrial facilities)
- 5F01 Agricultural Drainage (IW that receive agricultural runoff)
- 5R21 Aquifer Recharge (IW used to inject fluids to recharge an aquifer)
- 5S23 Subsidence Control Wells (IW used to control land subsidence caused by groundwater withdrawal)
- 5W09 Untreated Sewage
- 5W10 Large Capacity Cesspools (Cesspools that are designed for 5,000 gpd or greater)
- 5W11 Large Capacity Septic systems (Septic systems designed for 5,000 gpd or greater)
- 5W12 WTPP disposal
- 5W20 Industrial Process Waste-disposal Wells
- 5W31 Septic System (Well Disposal method)
- 5W32 Septic System Drainfield Disposal
- 5X13 Mine Backfill (IW used to control subsidence, dispose of mining byproducts, or fill sections of a mine)
- 5X25 Experimental Wells (Pilot Test) (IW used to test new technologies or tracer dye studies)
- 5X26 Aquifer Remediation (IW used to clean up, treat, or prevent contamination of a USDW)
- 5X27 Other Wells
- 5X28 Motor Vehicle Waste-disposal Wells (IW used to dispose of waste from a motor vehicle site - These are currently banned)
- 5X29 Abandoned Drinking Water Wells (waste disposal)

WORKSHEET 10.0

QUARRIES IN THE JOHN GRAVES SCENIC RIVERWAY

This worksheet **is required** for all applications for individual permits for a municipal solid waste facilities or mining facilities located within a Water Quality Protection Area in the John Graves Scenic Riverway.

Review 30 TAC §§ 311.71-311.82 thoroughly prior to completing any portion of this worksheet.

1. EXCLUSIONS (Instructions, Pages 101-102)

a. Is this a municipal solid waste facility?

☐ Yes ☐ No

b. Has this quarry been in operation since January 1, 1994 without cessation of operation for more than 30 consecutive days and under the same ownership?

☐ Yes ☐ No

c. Is this a coal mine?

☐ Yes ☐ No

d. Is this a facility mining clay and/or shale for use in manufacturing of structural clay products?

☐ Yes ☐ No

If **yes to any** of the above questions, **stop here**. The facility is required to maintain acceptable documentation, as outlined in *30 TAC § 311.72(c)*, at the facility to demonstrate the exclusion(s).

2. LOCATION OF THE QUARRY (Instructions, Page 102)

Check the box next to the distance between the quarry and the nearest navigable water body:

☐ < 200 feet ☐ 200 feet – 1,500 feet ☐ 1,500 feet – 1 mile ☐ > 1 mile

NOTE: The construction or operation of any new quarry or expansion of any existing quarry **is prohibited** within 200 feet of any water body located within a water quality protection area in the John Graves Scenic Riverway.

3. ADDITIONAL REQUIREMENTS (Instructions, Pages 102-104)

Use the table in the Instructions to determine if additional application requirements apply to the facility based on distance between the quarry and the nearest waterway. Attach as appropriate or enter N/A.

a. Attach a Restoration Plan:

b. Amount of Financial Assurance for Restoration: \$
Mechanism:

c. Attach a Technical Demonstration:

d. Attach a Reclamation Plan:

e. Amount of Financial Assurance for Reclamation: \$
Mechanism:

WORKSHEET 11.0

COOLING WATER SYSTEM INFORMATION

This worksheet **is required** for all TPDES permit applications **that meet the conditions outlined in Technical Report 1.0, Item 12.**

1. COOLING WATER SYSTEM DATA (Instructions, Pages 105-106)

- a. Complete the following table with information regarding the cooling water system.

Cooling Water System Data

| | |
|----------------------|--|
| Total DIF | |
| Total AIF | |
| Intake Flow Uses (%) | |
| Contact cooling | |
| Non-contact cooling | |
| Process uses | |
| Other | |

- b. Attach the following information:
- A narrative description of the design and annual operation of the facility's cooling water system and its relationship to the CWIS(s).
 - A scaled map depicting the location of each CWIS, impoundment, intake pipe, and canals, pipes, or waterways used to convey cooling water to, or within, the cooling water system. Provide the latitude and longitude for each CWIS and any intake pipe(s) on the map. Indicate the position of the intake pipe within the water column.
 - A description of water reuse activities, if applicable, reductions in total water withdrawals, if applicable, and the proportion of the source waterbody withdrawn (on a monthly basis).
 - Design and engineering calculations prepared by a qualified professional and data to support the information provided in above item a.
 - Previous year (a minimum of 12 months) of AIF data.
 - A narrative description of existing or proposed impingement and entrainment technologies or operation measures and a summary of their performance, including, but not limited to, reductions in impingement mortality and entrainment due to intake location and reductions in total water withdrawals and usage.

Attachment:

2. COOLING WATER INTAKE STRUCTURE(S) DATA (Instructions, Page 106)

- a. Complete the following table with information regarding each cooling water intake structure (this includes primary and make-up CWIS(s)).

Cooling Water Intake Structure(s) Data

| | | | | |
|----------------------|--|--|--|--|
| CWIS ID | | | | |
| DIF | | | | |
| AIF | | | | |
| Intake Flow Uses (%) | | | | |
| Contact cooling | | | | |
| Non-contact cooling | | | | |
| Process uses | | | | |
| Other | | | | |
| Latitude | | | | |
| Longitude | | | | |

- b. Attach the following information regarding the CWIS(s):
- A narrative description of the configuration of each CWIS, annual and daily operation, including any seasonal changes, and where it is located in the water body and in the water column.
 - Engineering calculations for each CWIS.

Attachment: 

3. SOURCE WATER PHYSICAL DATA (Instructions, Pages 106-107)

- a. Complete the following table with information regarding the CWIS(s) source waterbody (this includes primary and make-up CWIS(s)).

Source Waterbody Data

| | | | | |
|------------------|--|--|--|--|
| CWIS ID | | | | |
| Source waterbody | | | | |
| Mean annual flow | | | | |
| Source | | | | |

- b. Attach the following information regarding the source waterbody.
- A narrative description of the source water for each CWIS, including areal dimensions, depths, salinity and temperature regimes, and other documentation that supports this determination of the water body type where each cooling water intake structure is located.
 - A narrative description of the source waterbody's hydrological and geomorphological features.
 - Scaled drawings showing the physical configuration of all source water bodies used by the facility, including the source waterbody's hydrological and geomorphological features. **NOTE:** The source waterbody's hydrological and geomorphological features may be included on the map submitted for item 1.b.ii of this worksheet.
 - A description of the methods used to conduct any physical studies to determine the intake's area of influence within the waterbody and the results of such studies.

Attachment: 

4. OPERATIONAL STATUS (Instructions, Page 107)

a. Is this application for a power production or steam generation facility?

☐ Yes ☐ No

If **no**, proceed to Item 4.b. If **yes**, provide the following information as an attachment:

- i. Describe the operating status of each individual unit, including age, capacity utilization rate (or equivalent) for the previous five years (a minimum of 60 months), and any seasonal changes in operation.
- ii. Describe any extended or unusual outages or other factors which significantly affect current data for flow, impingement, entrainment.
- iii. Identify any operating unit with a capacity utilization rate of less than 8 percent averaged over a contiguous period of two years (a minimum of 24 months).
- iv. Describe any major upgrades completed within the last 15 years, including but not limited to boiler replacement, condenser replacement, turbine replacement, or changes of fuel type.

Attachment:

b. Process Units

i. Is this application for a facility which has process units that use cooling water (other than for power production or steam generation)?

☐ Yes ☐ No

If **no**, proceed to Item 4.c. If **yes**, continue.

ii. Does the facility use or intend to use reductions in flow or changes in operations to meet the requirements of *40 CFR § 125.94(c)*?

☐ Yes ☐ No

If **no**, proceed to Item 4.c. If **yes**, attach descriptions of the following information:

- Individual production processes and product lines
- The operating status, including age of each line and seasonal operation
- Any extended or unusual outages that significantly affect current data for flow, impingement, entrainment, or other factors
- Any major upgrades completed within the last 15 years and plans or schedules for decommissioning or replacement of process units or production processes and product lines.

Attachment:

c. Is this an application for a nuclear power production facility?

☐ Yes ☐ No

If **no**, proceed to Item 4.d. If **yes**, attach a description of completed, approved, or scheduled upgrades and the Nuclear Regulatory Commission relicensing status for each unit at the facility.

Attachment:

d. Is this an application for a manufacturing facility?

☐ Yes ☐ No

If **no**, proceed to Worksheet 11.1. If **yes**, attach descriptions of current and future production schedules and any plans or schedules for any new units planned within the next five years (a minimum of 60 mos)

Attachment:

WORKSHEET 11.1

IMPINGEMENT MORTALITY

This worksheet **is required** for all TPDES permit applications that **meet the conditions outlined in Technical Report 1.0, Item 12**. Complete one copy of this worksheet for **each** individual CWIS the facility uses or proposes to use.

CWIS ID:

1. IMPINGEMENT COMPLIANCE TECHNOLOGY SELECTION (Instructions, Page 108)

Check the box next to the method of compliance for the Impingement Mortality Standard selected by the facility.

- ☐ Closed-cycle recirculating system (CCRS) [40 CFR § 125.94(c)(1)]
- ☐ 0.5 ft/s Through-Screen Design Velocity [40 CFR § 125.94(c)(2)] – Proceed to Worksheet 11.2
- ☐ 0.5 ft/s Through Screen Actual Velocity [40 CFR § 125.94(c)(3)]
- ☐ Existing offshore velocity cap [40 CFR § 125.94(c)(4)] – Proceed to Worksheet 11.2
- ☐ Modified traveling screens [40 CFR § 125.94(c)(5)]
- ☐ System of technologies [40 CFR § 125.94(c)(6)]
- ☐ Impingement mortality performance standard [40 CFR § 125.94(c)(7)]
- ☐ De minimis rate of impingement [40 CFR § 125.94(c)(11)]
- ☐ Low capacity utilization power-generation facilities [40 CFR § 125.94(c)(12)]

If 0.5 ft/s Through-Screen Design Velocity [40 CFR § 125.94(c)(2)] or existing offshore velocity cap [40 CFR § 125.94(c)(4)] was selected, proceed to Worksheet 11.2. Otherwise, continue to Item 2.

2. IMPINGEMENT COMPLIANCE TECHNOLOGY INFORMATION (Instructions, Pages 108-109)

Complete the following sections based on the selection made for item 1 above.

a. CCRS [40 CFR § 125.94(c)(1)]

- ☐ Check this box to confirm the CWS meets the definition of CCRS located at 40 CFR § 125.91(c) and provide a response to the following questions.

i. Does the facility use or propose to use a CWIS to replenish water losses to the CWS?

- ☐ Yes ☐ No

If **no**, proceed to item a.ii. If **yes**, provide the following information as an attachment and continue.

1. CWIS ID
2. 12 months of intake flow data for any CWIS used for make-up intake flows to replenish cooling water losses, excluding intakes for losses due to blowdown, drift, or evaporation.
3. A narrative description of any physical or operational measures taken to minimize make-up withdraws.

Attachment:

NOTE: Do not complete a separate Worksheet 11.1 for a make-up CWIS.

ii. Does the facility use or propose to use cooling towers?

☐ Yes ☐ No

If **no**, proceed to Worksheet 11.2. If **yes**, provide the following information and proceed to Worksheet 11.2.

1. Average number of COCs prior to blowdown:

Average COCs prior to blowdown

| | | | | |
|------------------|--|--|--|--|
| Cooling Tower ID | | | | |
| COCs | | | | |

2. Attach COC monitoring data for each cooling tower from the previous year (a minimum of 12 months)

Attachment:

3. Maximum number of COCs each cooling tower can accomplish based on design of the system.

Calculated COCs prior to blowdown

| | | | | |
|------------------|--|--|--|--|
| Cooling Tower ID | | | | |
| COCs | | | | |

4. Describe conditions that may limit the number of COCs prior to blowdown, if any, including but not limited to permit conditions:

b. 0.5 ft/s Through Screen Actual Velocity [*40 CFR § 125.94(c)(3)*]

Provide daily intake flow measurement monitoring data from the previous year (a minimum of 12 months) as an attachment and proceed to Worksheet 11.2.

Attachment:

c. Modified traveling screens [*40 CFR § 125.94(c)(5)*]

Provide the following information as an attachment and proceed to Worksheet 11.2.

- A description of the modified traveling screens and associated equipment.
- A site-specific impingement technology performance optimization study that includes a narrative description of the biological data collection methods
- Biological sampling data from the previous two years (a minimum of 24 months).

Attachment:

d. System of technologies [*40 CFR § 125.94(c)(6)*] or impingement mortality performance standard [*40 CFR § 125.94(c)(7)*]

Provide the following information as an attachment and proceed to Worksheet 11.2.

- A description of the system of technologies used or proposed for use by the facility to achieve compliance with the impingement mortality standard.
- A site-specific impingement technology performance optimization study that includes a narrative description of the biological data collection methods.
- Biological sampling data from the previous two years (a minimum of 24 months).

Attachment:

e. De minimis rate of impingement [*40 CFR § 125.94(c)(11)*]

Provide the following information and proceed to Worksheet 11.2.

- i. Attach monitoring data from the previous year (a minimum of 12 months) of intake flow measured at a frequency of 1/day on days of operation.

Attachment: [REDACTED]

- ii. If the rate of impingement caused by the CWIS is extremely low (at an organism or age-one equivalent count), attach supplemental information to Worksheet 11.0, item 1.b.vi. to support this determination.

Attachment: [REDACTED]

f. Low capacity utilization power-generation facilities [*40 CFR § 125.94(c)(12)*]

Attach monthly utilization data from the previous 2 years (a minimum of 24 months) for each operating unit and proceed to Worksheet 11.2.

Attachment: [REDACTED]

WORKSHEET 11.2

SOURCE WATER BIOLOGICAL DATA

This worksheet **is required** for all TPDES permit applications that **meet the conditions outlined in Technical Report 1.0, Item 12**. Complete one copy of this worksheet for **each** source waterbody of a CWIS for which a facility has selected an Impingement Mortality Technology Option described at *40 CFR §§ 125.94(c)(1)-(7)*.

Name of source waterbody:

1. SPECIES MANAGEMENT (Instructions, Page 110)

- a. The facility has obtained an incidental take permit for its cooling water intake structure(s) from the USFWS or the NMFS.

☐ Yes ☐ No

If yes, attach any information submitted in order to obtain that permit, which may be used to supplement the permit application information requirements of paragraph *40 CFR § 125.95(f)*.

Attachment:

- b. Is the facility requesting a waiver from application requirements at *40 CFR § 122.21(r)(4)* in accordance with *40 CFR § 125.95* for any CWIS(s) that withdraw from a man-made reservoir that is stocked and managed by a state or federal natural resources agency or the equivalent?

☐ Yes ☐ No

If **yes**, attach a copy of the most recent managed fisheries report to TPWD, or equivalent.

Attachment:

- c. There are no federally listed threatened or endangered species or critical habitat designations within the source water body.

☐ True ☐ False

2. SOURCE WATER BIOLOGICAL DATA (Instructions, Pages 110-111)

New Facilities (Phase I, Track I and II)

- Provide responses to all items in this section and stop.

Existing Facilities (Phase II)

- If the answer to **1.b.** above was **no**, provide responses to all items in this section and proceed to Worksheet 11.3.
- If the answer to **1.b.** was **yes** and **1.c.** was **true**, do not complete any items in this section and proceed to Worksheet 11.3.
- If the answer to **1.b.** was **yes** and **1.c.** was **false**, attach a response for any item in this section that is not contained within the most recent TPWD, or equivalent and proceed to Worksheet 11.3.

Attachment: [REDACTED]

- a. A list of the data requested at *40 CFR § 122.21(r)(4)(ii)* through *(vi)* that are not available, and efforts made to identify sources of the data.
- b. Provide a list of species (or relevant taxa) in the vicinity of the CWIS and identify the following information regarding each species listed.
 - all life stages and their relative abundance,
 - identification of all species and life stages that would be most susceptible to impingement and entrainment,
 - forage base,
 - significance to commercial fisheries,
 - significance to recreational fisheries,
 - primary period of reproduction,
 - larval recruitment, and
 - period of peak abundance for relevant taxa.
- c. Data representative of the seasonal and daily activities (e.g., feeding and water column migration) of biological organisms in the vicinity of the CWIS(s).
- d. Identify all threatened, endangered, and other protected species that might be susceptible to impingement and entrainment at the CWIS(s).
- e. Documentation of any public participation or consultation with federal or state agencies undertaken.

The following is required for existing facilities only. Include the following information with the above listed attachment.

- f. Identify any protective measures and stabilization activities that have been implemented and provide a description of how these measures and activities affected the baseline water condition in the vicinity of the intake.
- g. A list of fragile species, as defined at *40 CFR § 125.92(m)*, at the facility. The applicant need only identify those species not already identified as fragile at *40 CFR § 125.92(m)*.

NOTE: New units at an existing facility are not required to resubmit this information if the cooling water withdrawals for the operation of the new unit are from an existing intake.

WORKSHEET 11.3

ENTRAINMENT

This worksheet **is required** for all TPDES permit applications that **meet the conditions outlined in Technical Report 1.0, Item 12**. Complete one copy of this worksheet for **each** individual CWIS the facility uses or proposes to use.

CWIS ID:

1. APPLICABILITY (Instructions, Page 112)

Is the AIF of the CWIS identified above greater than, or equal to, 125 MGD?

☐ Yes ☐ No

- If **no** or the facility has selected **CCRS** [40 CFR § 125.94(c)(1)] for the impingement mortality compliance method, complete Item 2 and stop here.
- If **yes** and the facility is **seeking a waiver** from application requirements in accordance with 40 CFR § 125.95 for any CWIS(s) that withdraw from a man-made reservoir that is stocked and managed by a state or federal natural resources agency or the equivalent, complete item 2 and stop.
- If **yes** and the facility is **not seeking a waiver** from application requirements in accordance with 40 CFR § 125.95, complete item 2 and provide any required and completed studies listed in item 3. For any required studies in item 3 that are not complete, provide a detailed explanation for the delay and an anticipated schedule for completion and submittal.

2. EXISTING ENTRAINMENT PERFORMANCE STUDIES (Instructions, Page 112)

Attach any previously conducted studies or studies obtained from other facilities addressing technology efficacy, through-facility entrainment survival, and other entrainment studies.

Attachment:

3. FACILITY ENTRAINMENT PERFORMANCE STUDIES (Instructions, Page 112)

- a. Attach an entrainment characterization study, as described at 40 CFR § 122.21(r)(9).

Attachment:

- b. Attach a comprehensive feasibility study, as described as 40 CFR § 122.21(r)(10).

Attachment:

- c. Attach a benefits valuation study, as described as 40 CFR § 122.21(r)(11).

Attachment:

- d. Attach a non-water quality environmental and other impacts study, as described as 40 CFR § 122.21(r)(12).

Attachment:

- e. Attach a peer review analysis, as described as 40 CFR § 122.21(r)(13).

Attachment:

WORKSHEET 12.0

OIL AND GAS EXPLORATION, DEVELOPMENT, AND PRODUCTION WASTEWATER DISCHARGES

This worksheet **is required** for all TPDES permit applications that are subject to Effluent Limitation Guidelines in 40 CFR Part 435.

1. OPERATIONAL INFORMATION (Instructions, Page 113)

- a. Is the wastewater from an oil and gas exploration, development, or production facility located west of the 98th meridian?

☐ Yes ☐ No

If yes, continue to the next question. If no, skip to Item 2 relating to Production/Process Data.

- b. Provide justification for how the wastewater is/will be used for agriculture or wildlife propagation.

11/15/2022 10:00 AM

2. PRODUCTION/PROCESS DATA (Instructions, Page 113)

- a. Provide the applicable 40 CFR Part 435 Subpart(s).

11/15/2022 10:00 AM

- b. Describe if the permit being sought is for discharges from exploration, development, production, or for a combination of more than one of those activities.

11/15/2022 10:00 AM

- c. Provide information on all waste-streams generated and specify which waste-streams you are requesting to be authorized for discharge.

Wastestreams Generated

| Wastestream | Requesting authorization to discharge? (Yes/No) | Volume (MGD) | % of Total Flow |
|-------------|---|--------------|-----------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Attachment: [redacted]

- d. Describe how the facility will manage wastestreams for which discharge authorization is not being sought.

[redacted]

Attachment: [redacted]

- e. Provide information on miscellaneous discharges.

[redacted]

Attachment: [redacted]

- f. List of chemicals that are in use, or will be used, downhole. Provide the category, concentration used/to be used, and purpose of using the chemical. Attach a safety data sheet for each chemical listed.

Chemicals List

| Category | Chemical Name | Concentration (specify units) | Purpose |
|----------|---------------|----------------------------------|---------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Attachment: 

- g. List of chemicals that are in use, or will be used, to treat the wastewater to be discharged under this authorization. Provide the concentration used/to be used and purpose of using the chemical. Attach a safety data sheet for each chemical listed.

Wastewater Treatment Chemicals List

| Chemical Name | Concentration (specify units) | Purpose |
|---------------|----------------------------------|---------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Attachment: 

3. LABORATORY ACCREDITATION CERTIFICATION (Instructions, Page 114)

Effective July 1, 2008, all laboratory tests performed must meet the requirements of *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification* with the following general exemptions:

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

Review *30 TAC Chapter 25* for specific requirements. The following certification statement shall be signed and submitted with every application. See Instructions, Page 32, for a list of approved signatories.

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

(Signature)

4. POLLUTANT ANALYSIS (Instructions, Page 114)

Tables 1, 2, 6, and 7 located in Worksheet 2.0 are required. In addition, Table 19 below is required and must be completed for each outfall and submitted with this application. The remaining tables in Worksheet 2.0, are required as applicable.

Table 19 for Outfall No.: _____

Samples are (check one): ☐ Composites ☐ Grabs

| Pollutant | Sample 1 (mg/L)* | Sample 2 (mg/L)* | Sample 3 (mg/L)* | Sample 4 (mg/L)* |
|-----------|---------------------|---------------------|---------------------|---------------------|
| Calcium | | | | |
| Potassium | | | | |
| Sodium | | | | |

* Indicate units if different from mg/L.

Attachment 1 – Core Data Form



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

| | | |
|--|---|---|
| 1. Reason for Submission (If other is checked please describe in space provided.) | | |
| <input checked="" type="checkbox"/> New Permit, Registration or Authorization (Core Data Form should be submitted with the program application.) | | |
| <input 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 Central Registry** | 3. Regulated Entity Reference Number (if issued) |
| CN 606104289 | | RN 109835660 |

SECTION II: Customer Information

| | | | | | |
|---|--|--|--|---|--|
| 4. General Customer Information | | 5. Effective Date for Customer Information Updates (mm/dd/yyyy) | | 1/16/2023 | |
| <input type="checkbox"/> New Customer <input checked="" 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) | | | | | |
| <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> | | | | | |
| 6. Customer Legal Name (If an individual, print last name first: eg: Doe, John) | | | | <i>If new Customer, enter previous Customer below:</i> | |
| Arcosa Aggregates Texas, LLC | | | | | |
| 7. TX SOS/CPA Filing Number | | 8. TX State Tax ID (11 digits) | | 9. Federal Tax ID (9 digits) | 10. DUNS Number (if applicable) |
| 0804508623 | | 32083965908 | | | |
| 11. Type of Customer: | | <input checked="" 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 type="checkbox"/> Other: | |
| 12. Number of Employees | | | | 13. Independently Owned and Operated? | |
| <input type="checkbox"/> 0-20 <input type="checkbox"/> 21-100 <input type="checkbox"/> 101-250 <input type="checkbox"/> 251-500 <input checked="" type="checkbox"/> 501 and higher | | | | <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"/> Other: | | | | | |
| <input type="checkbox"/> Occupational Licensee <input type="checkbox"/> Responsible Party <input type="checkbox"/> VCP/BSA Applicant | | | | | |
| 15. Mailing Address: | | 401 S Interstate Hwy 45 | | | |
| City | | Ferris | | State | TX |
| ZIP | | 75125 | | ZIP + 4 | 8801 |
| 16. Country Mailing Information (if outside USA) | | | | 17. E-Mail Address (if applicable) | |
| | | | | | |
| 18. Telephone Number | | 19. Extension or Code | | 20. Fax Number (if applicable) | |
| | | | | | |

SECTION III: Regulated Entity Information

| | | | | | | | | |
|--|--|-----------------------|-----------|--------------|----|------------|-------|----------------|
| 21. General Regulated Entity Information (If 'New Regulated Entity' is selected, a new permit application is also required.) | | | | | | | | |
| <input type="checkbox"/> New Regulated Entity <input checked="" type="checkbox"/> Update to Regulated Entity Name <input checked="" 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> | | | | | | | | |
| 22. Regulated Entity Name (Enter name of the site where the regulated action is taking place.) | | | | | | | | |
| Rye North Plant | | | | | | | | |
| 23. Street Address of the Regulated Entity: (No PO Boxes) | | 1175 County Road 2134 | | | | | | |
| | | | | | | | | |
| | | City | Cleveland | State | TX | ZIP | 77327 | ZIP + 4 |
| 24. County | | Liberty | | | | | | |

If no Street Address is provided, fields 25-28 are required.

| | | | | | | | | | |
|--|---------|---|------------------------------|--|--------------|--|-------------------------|----------------|------------|
| 25. Description to Physical Location: | | | | | | | | | |
| 26. Nearest City | | | | | State | | Nearest ZIP Code | | |
| | | | | | | | | | |
| <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> | | | | | | | | | |
| 27. Latitude (N) In Decimal: | | | 30.427548 | | | 28. Longitude (W) In Decimal: | | | -94.792651 |
| Degrees | Minutes | Seconds | Degrees | Minutes | Seconds | | | | |
| 30 | 25 | 39.1728 | -94 | 47 | 33.5436 | | | | |
| 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) | | | |
| 1442 | | N/A | | 212321 | | N/A | | | |
| 33. What is the Primary Business of this entity? (Do not repeat the SIC or NAICS description.) | | | | | | | | | |
| Mining of Sand, Gravel or Crushed Stone | | | | | | | | | |
| 34. Mailing Address: | | 401 S Interstate Hwy 45 | | | | | | | |
| | | | | | | | | | |
| | | City | Ferris | State | TX | ZIP | 75125 | ZIP + 4 | |
| 35. E-Mail Address: | | Julia.AndoePerla@arcosa.com | | | | | | | |
| 36. Telephone Number | | | 37. Extension or Code | | | 38. Fax Number (if applicable) | | | |
| (682) 702-6898 | | | | | | () - | | | |

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 type="checkbox"/> New Source Review Air | <input type="checkbox"/> OSSF | <input checked="" type="checkbox"/> Petroleum Storage Tank | <input type="checkbox"/> PWS |
| | | | 92005 and 89908 | |
| <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 |
| | TXR05EA02 | | | |
| <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: Aggregate Production Operation Reg. |
| | Pending | | | AP0002691 |

SECTION IV: Preparer Information

| | | | |
|-----------------------------|----------------------|-----------------------|---------------------------|
| 40. Name: | Jeff Jackson | 41. Title: | Vice President EHSR |
| 42. Telephone Number | 43. Ext./Code | 44. Fax Number | 45. E-Mail Address |
| (903) 707-8614 | | () - | jj@resolutecompliance.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: | Arcosa Aggregates Texas, LLC | Job Title: | Environmental Representative |
| Name (In Print): | Julia Andoe-Perla | Phone: | (682) 702- 6898 |
| Signature: |  | Date: | 1/22/25 |

Attachment 2 – Public Involvement Form (PIP)



Texas Commission on Environmental Quality

Public Involvement Plan Form for Permit and Registration Applications

The Public Involvement Plan is intended to provide applicants and the agency with information about how public outreach will be accomplished for certain types of applications in certain geographical areas of the state. It is intended to apply to new activities; major changes at existing plants, facilities, and processes; and to activities which are likely to have significant interest from the public. This preliminary screening is designed to identify applications that will benefit from an initial assessment of the need for enhanced public outreach.

All applicable sections of this form should be completed and submitted with the permit or registration application. For instructions on how to complete this form, see TCEQ-20960-inst.

Section 1. Preliminary Screening

- ☒ New Permit or Registration Application
☐ New Activity - modification, registration, amendment, facility, etc. (see instructions)

If neither of the above boxes are checked, completion of the form is not required and does not need to be submitted.

Section 2. Secondary Screening

- ☒ Requires public notice,
☐ Considered to have significant public interest, **and**
☐ Located within any of the following geographical locations:

- Austin
- Dallas
- Fort Worth
- Houston
- San Antonio
- West Texas
- Texas Panhandle
- Along the Texas/Mexico Border
- Other geographical locations should be decided on a case-by-case basis

**If all the above boxes are not checked, a Public Involvement Plan is not necessary.
Stop after Section 2 and submit the form.**

- ☒ Public Involvement Plan not applicable to this application. Provide **brief** explanation.

The facility is not expected to have significant public interest.

Section 3. Application Information

Type of Application (check all that apply):

Air ☐ Initial ☐ Federal ☐ Amendment ☐ Standard Permit ☐ Title V
Waste ☐ Municipal Solid Waste ☐ Industrial and Hazardous Waste ☐ Scrap Tire
 ☐ Radioactive Material Licensing ☐ Underground Injection Control

Water Quality

☐ Texas Pollutant Discharge Elimination System (TPDES)
 ☐ Texas Land Application Permit (TLAP)
 ☐ State Only Concentrated Animal Feeding Operation (CAFO)
 ☐ Water Treatment Plant Residuals Disposal Permit
☐ Class B Biosolids Land Application Permit
☐ Domestic Septage Land Application Registration

Water Rights New Permit

☐ New Appropriation of Water
☐ New or existing reservoir

Amendment to an Existing Water Right

☐ Add a New Appropriation of Water
☐ Add a New or Existing Reservoir
☐ Major Amendment that could affect other water rights or the environment

Section 4. Plain Language Summary

Provide a brief description of planned activities.

Section 5. Community and Demographic Information

Community information can be found using EPA's EJ Screen, U.S. Census Bureau information, or generally available demographic tools.

Information gathered in this section can assist with the determination of whether alternative language notice is necessary. Please provide the following information.

(City)

(County)

(Census Tract)

Please indicate which of these three is the level used for gathering the following information.

☐

City

☐

County

☐

Census Tract

(a) Percent of people over 25 years of age who at least graduated from high school

(b) Per capita income for population near the specified location

(c) Percent of minority population and percent of population by race within the specified location

(d) Percent of Linguistically Isolated Households by language within the specified location

(e) Languages commonly spoken in area by percentage

(f) Community and/or Stakeholder Groups

(g) Historic public interest or involvement

Section 6. Planned Public Outreach Activities

(a) Is this application subject to the public participation requirements of Title 30 Texas Administrative Code (30 TAC) Chapter 39?

☐ Yes ☐ No

(b) If yes, do you intend at this time to provide public outreach other than what is required by rule?

☐ Yes ☐ No

If Yes, please describe.

If you answered "yes" that this application is subject to 30 TAC Chapter 39, answering the remaining questions in Section 6 is not required.

(c) Will you provide notice of this application in alternative languages?

☐ Yes ☐ No

Please refer to Section 5. If more than 5% of the population potentially affected by your application is Limited English Proficient, then you are required to provide notice in the alternative language.

If yes, how will you provide notice in alternative languages?

- ☐ Publish in alternative language newspaper
- ☐ Posted on Commissioner's Integrated Database Website
- ☐ Mailed by TCEQ's Office of the Chief Clerk
- ☐ Other (specify)

(d) Is there an opportunity for some type of public meeting, including after notice?

☐ Yes ☐ No

(e) If a public meeting is held, will a translator be provided if requested?

☐ Yes ☐ No

(f) Hard copies of the application will be available at the following (check all that apply):

- ☐ TCEQ Regional Office ☐ TCEQ Central Office
- ☐ Public Place (specify)

Section 7. Voluntary Submittal

For applicants voluntarily providing this Public Involvement Plan, who are not subject to formal public participation requirements.

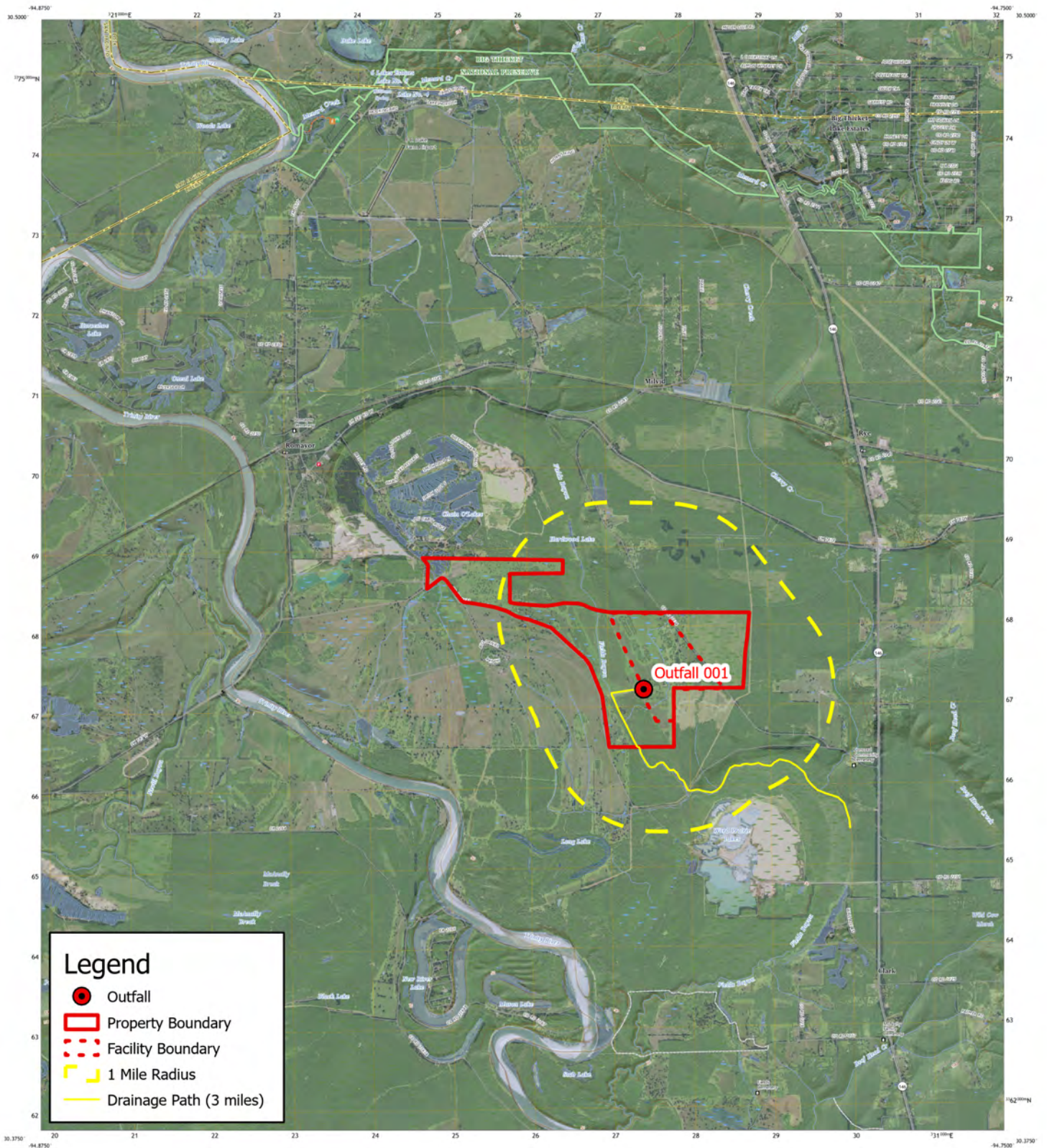
Will you provide notice of this application, including notice in alternative languages?

☐ Yes ☐ No

What types of notice will be provided?

- ☐ Publish in alternative language newspaper
- ☐ Posted on Commissioner's Integrated Database Website
- ☐ Mailed by TCEQ's Office of the Chief Clerk
- ☐ Other (specify)

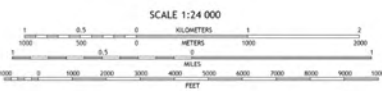
Attachment 3 - 7.5-minute USGS Topographic Map



Legend

- Outfall
- ▭ Property Boundary
- Facility Boundary
- 1 Mile Radius
- Drainage Path (3 miles)

Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84) Projection and
1:100,000 scale and National Tidal Datum, Zone 16B.
Data is provided by The National Map (TNM), is the best available at the time of map
generation, and includes data compiled from supporting themes of Elevation,
Hydrography, Geographic Names, Boundaries, Transportation, Structures, Land Cover,
and Orthorectification. Refer to associated Federal Geographic Data Committee (FGDC)
Metadata for additional source data information.
This map is not a legal document. Boundaries may be generalized for this map scale.
Private lands within government ownership may not be shown. Obtain permission
before entering private lands. Temporal changes may have occurred since these data
were collected and some data may no longer represent actual surface conditions.
Learn About The National Map: <https://nationalmap.gov>



QUADRANGLE LOCATION

| | | |
|------------|--------|----------|
| Greenville | Indian | Steph |
| Paducah | Remond | Waller |
| Seelyville | Smith | Arkansas |

ADJACENT QUADRANGLES

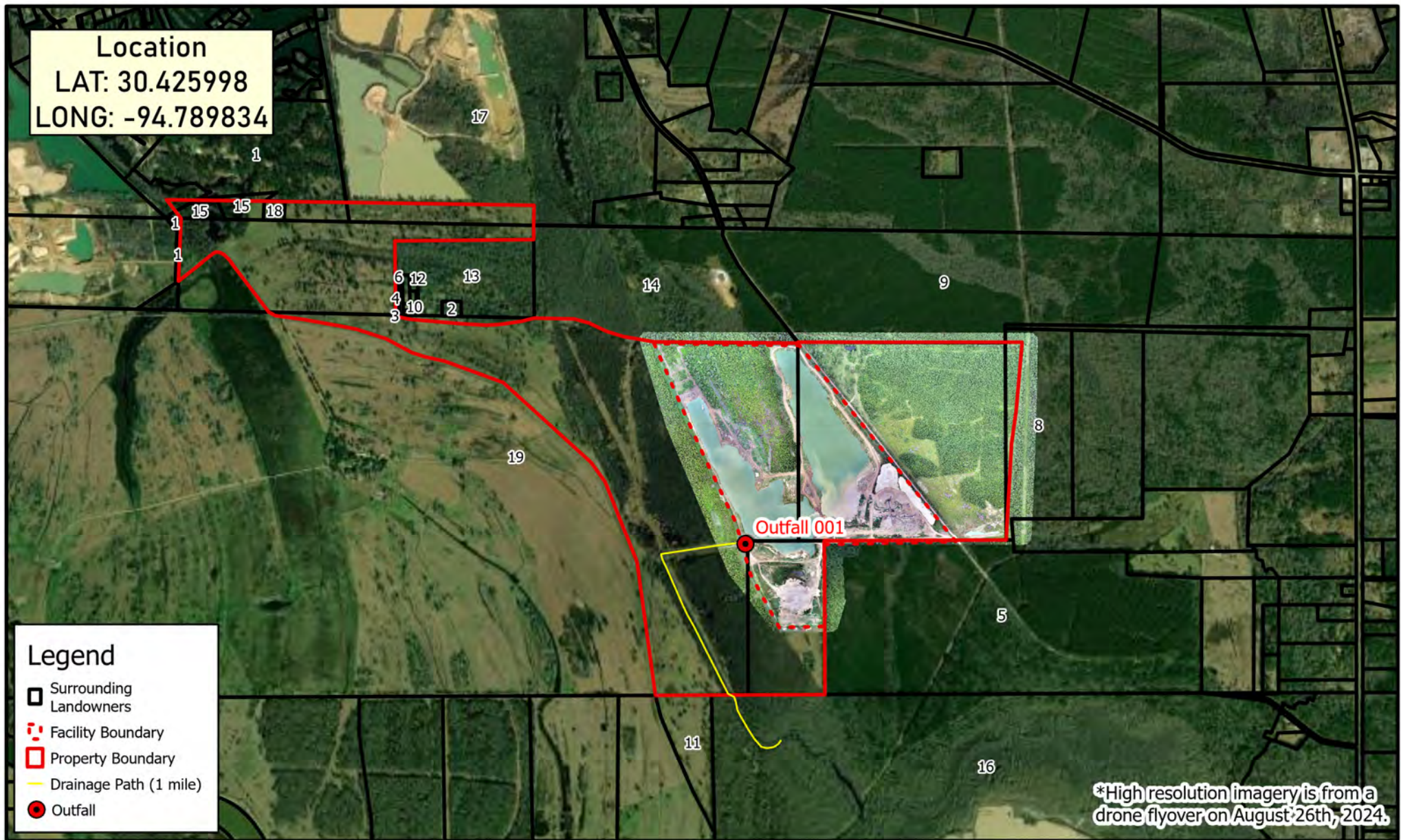
ROAD CLASSIFICATION

| | |
|-----------------|-----------------|
| Expressway | Local Connector |
| Secondary Road | Local Road |
| Ramp | 4WD |
| Interstate Road | US Road |
| | State Road |

ROMAYOR, TX
2024

**Attachment 4 - Affected Landowner Map (a)
and Cross-Reference List (b)**

Location
LAT: 30.425998
LONG: -94.789834



0 0.25 0.5 1
Miles



Rye North Plant
Arcosa Aggregates, Inc.
Liberty County, TX

Project No.
Report No.
Date:

Env-Arcosa-Rye North
Wastewater-0049
February 2025

Affected Landowner Map

Attachment 4

Attachment 4b: Affected Landowner Cross-Reference List
Applicant: Arcosa Aggregates Texas, LLC

Permit No.: WQ0005480000

Landowner Map ID: 1

JDSSTO INVESTMENTS LTD
235 CHAIN-O-LAKES RESORT
CLEVELAND, TX 77327

Landowner Map ID: 2

MARSH DANIEL ESTATE
C/O ROOSEVELT MARSH
11222 LEMOND DRIVE
HOUSTON, TX 77001

Landowner Map ID: 3

REESCANO ELMO
C/O SHANA REESCANO
PO BOX 9
ROMAYOR, TX 77368

Landowner Map ID: 4

REESCANO WILMA
PO BOX 48
ROMAYOR, TX 77368

Landowner Map ID: 5

CBCW PROPERTIES LLC
C/O CHARLES BROWNLIE
3811 GABLE GROVE LN
KATY, TX 77096

Landowner Map ID: 6

REESCANO VIOLA
C/O LEHELLE DAVIS
801 SHELL AVENUE
CLEVELAND, TX 77327

Landowner Map ID: 7

Same as Landowner 1

Landowner Map ID: 8

RACKI RAYMOND & MARY C
PO BOX 606
RYE, TX 77369

Landowner Map ID: 9

TALAVERA TIMBER LP
C/O TIMBERLAND INV RESC
14120 BALLANTYNE CORPORATE
PLACE, STE 525
CHARLOTTE, NC 28277

Landowner Map ID: 10

REESCANO ALTON
PO BOX 89
ROMAYOR, TX 77368

Landowner Map ID: 11

DANIEL LAND COMPANY LLC
20302 SEQUOIA TRACE
SPRING, TX 77379

Landowner Map ID: 12

REESCANO ALTON CORNELIUS
PO BOX 89
ROMAYOR, TX 77368

Landowner Map ID: 13

REESCANO W R EST
C/O COMMIE LEE PRICE
PO BOX 234
ROMAYOR, TX 77368

Landowner Map ID: 14

TAORMINA MATTHEW JOSEPH JR
PO BOX 6529
HOUSTON, TX 77265

Landowner Map ID: 15

RYE LTD
235 CHAIN-O-LAKES RESORT
CLEVELAND, TX 77327

Landowner Map ID: 16

SHEFFIELD FAMILY
LIMITED PARTNERSHIP
PO BOX 2110
ONALASKA, TX 77360

Landowner Map ID: 17

ROMAYOR SAND GRAVEL &
MATERIALS PARTNERSHIP LTD
5582 HOLLY GROVE RD
LIVINGSTON, TX 77351

Landowner Map ID: 18

SMITH JAMES W & JENNIFER V
925 BIG PINE LOOP
CLEVELAND, TX 77327

Landowner Map ID: 19

HEADRICK NANETTE KING ROGERS TRUST
340 TRAM ROAD
DAYTON, TX 77535

Attachment 5 - Affected Landowner Labels

JDSSTO INVESTMENTS LTD
235 CHAIN O LAKES RESORT
CLEVELAND TX 77327

MARSH DANIEL ESTATE
CO ROOSEVELT MARSH
11222 LEMOND DRIVE
HOUSTON TX 77001

REESCANO ELMO
CO SHANA REESCANO
PO BOX 9
ROMAYOR TX 77368

REESCANO WILMA
PO BOX 48
ROMAYOR TX 77368

CBCW PROPERTIES LLC
CO CHARLES BROWNLEE
3811 GABLE GROVE LN
KATY TX 77096

REESCANO VIOLA
CO LECHELLE DAVIS
801 SHELL AVENUE
CLEVELAND TX 77327

RACKI RAYMOND AND MARY C
PO BOX 606
RYE TX 77369

TALAVERA TIMBER LP
CO TIMBERLAND INV RESC
14120 BALLANTYNE CORPORATE
PLACE STE 525
CHARLOTTE NC 28277

REESCANO ALTON
PO BOX 89
ROMAYOR TX 77368

DANIEL LAND COMPANY LLC
20302 SEQUOIA TRACE
SPRING TX 77379

REESCANO ALTON CORNELIUS
PO BOX 89
ROMAYOR TX 77368

REESCANO W R EST
CO COMMIE LEE PRICE
PO BOX 234
ROMAYOR TX 77368

TAORMINA MATTHEW JOSEPH JR
PO BOX 6529
HOUSTON TX 77265

RYE LTD
235 CHAIN O LAKES RESORT
CLEVELAND TX 77327

SHEFFIELD FAMILY
LIMITED PARTNERSHIP
PO BOX 2110
ONALASKA TX 77360

ROMAYOR SAND GRAVEL AND
MATERIALS PARTNERSHIP LTD
5582 HOLLY GROVE RD
LIVINGSTON TX 77351

SMITH JAMES W AND JENNIFER V
925 BIG PINE LOOP
CLEVELAND TX 77327

HEADRICK NANETTE KING ROGERS
TRUST
340 TRAM ROAD
DAYTON TX 77535

**Attachment 6 – Original Photographs (a)
and associated Plot Plan (b)**

Attachment 6a: Original Photos
Rye North Plant



Photo 1: View of previously mined out pit from outside the levee at Outfall 001.



Photo 2: Effluent disposal site. Discharges will overflow the levee and run west into a drainage channel towards Field Bayou.



Photo 3: View upstream from Outfall 001.



Photo 4: View downstream from Outfall 001.

Location

LAT: 30.425998

LONG: -94.789834

Fields Bayou

04 03 02 01

Legend

- Photo Location
- Photo Direction
- ## Photo Number

0 125 250 500 Feet



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Rye North Plant
Arcosa Aggregates, Inc.
Liberty County, TX

Original Photos - Plot Plan

Project No.
Report No.
Date:

Env-Arcosa-Rye North
Wastewater-0049
January 2025

Attachment 6b

Attachment 7 – SPIF (a) and associated 7.5-minute USGS Topographic Map (b)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SUPPLEMENTAL PERMIT INFORMATION FORM (SPIF)

FOR AGENCIES REVIEWING DOMESTIC OR INDUSTRIAL TPDES WASTEWATER PERMIT APPLICATIONS

TCEQ USE ONLY:

Application type: ____Renewal ____Major Amendment ____Minor Amendment ____New

County: _____ Segment Number: _____

Admin Complete Date: _____

Agency Receiving SPIF:

____ Texas Historical Commission

____ U.S. Fish and Wildlife

____ Texas Parks and Wildlife Department

____ U.S. Army Corps of Engineers

This form applies to TPDES permit applications only. (Instructions, Page 53)

Complete this form as a separate document. TCEQ will mail a copy to each agency as required by our agreement with EPA. If any of the items are not completely addressed or further information is needed, we will contact you to provide the information before issuing the permit. Address each item completely.

Do not refer to your response to any item in the permit application form. Provide each attachment for this form separately from the Administrative Report of the application. The application will not be declared administratively complete without this SPIF form being completed in its entirety including all attachments. Questions or comments concerning this form may be directed to the Water Quality Division's Application Review and Processing Team by email at WQ-ARPTeam@tceq.texas.gov or by phone at (512) 239-4671.

The following applies to all applications:

1. Permittee: Arcosa Aggregates Texas, LLC

Permit No. WQ00 05480000EPA ID No. TX 0147354

Address of the project (or a location description that includes street/highway, city/vicinity, and county):

1175 CR 2134, Cleveland, TX, Liberty County

Provide the name, address, phone and fax number of an individual that can be contacted to answer specific questions about the property.

Prefix (Mr., Ms., Miss): Ms.

First and Last Name: Julia Andoe-Perla

Credential (P.E, P.G., Ph.D., etc.): N/A

Title: Environmental Representative

Mailing Address: 401 S Interstate Hwy 45

City, State, Zip Code: 75125

Phone No.: 682-702-6898 Ext.:

Fax No.:

E-mail Address: Julia.AndoePerla@arcosa.com

2. List the county in which the facility is located: Liberty
3. If the property is publicly owned and the owner is different than the permittee/applicant, please list the owner of the property.

N/A

4. Provide a description of the effluent discharge route. The discharge route must follow the flow of effluent from the point of discharge to the nearest major watercourse (from the point of discharge to a classified segment as defined in 30 TAC Chapter 307). If known, please identify the classified segment number.

Discharges will exit via Outfall 001 when heavy rainfall causes the previously mined out pits to overflow the levee. Discharges are directed west down a manmade drainage channel towards the nearest receiving water: Fields Bayou. Fields Bayou joins the Trinity River approximately 6 miles downstream (Segment 0802 - The Trinity River below Lake Livingston).

5. Please provide a separate 7.5-minute USGS quadrangle map with the project boundaries plotted and a general location map showing the project area. Please highlight the discharge route from the point of discharge for a distance of one mile downstream. (This map is required in addition to the map in the administrative report).

Provide original photographs of any structures 50 years or older on the property.

Does your project involve any of the following? Check all that apply.

- ☒ Proposed access roads, utility lines, construction easements
- ☐ Visual effects that could damage or detract from a historic property's integrity
- ☒ Vibration effects during construction or as a result of project design
- ☒ Additional phases of development that are planned for the future
- ☐ Sealing caves, fractures, sinkholes, other karst features

☒ Disturbance of vegetation or wetlands

1. List proposed construction impact (surface acres to be impacted, depth of excavation, sealing of caves, or other karst features):

The discharge will be to the surface via Outfall 001. No construction will take place.

2. Describe existing disturbances, vegetation, and land use:

Heavy vegetation

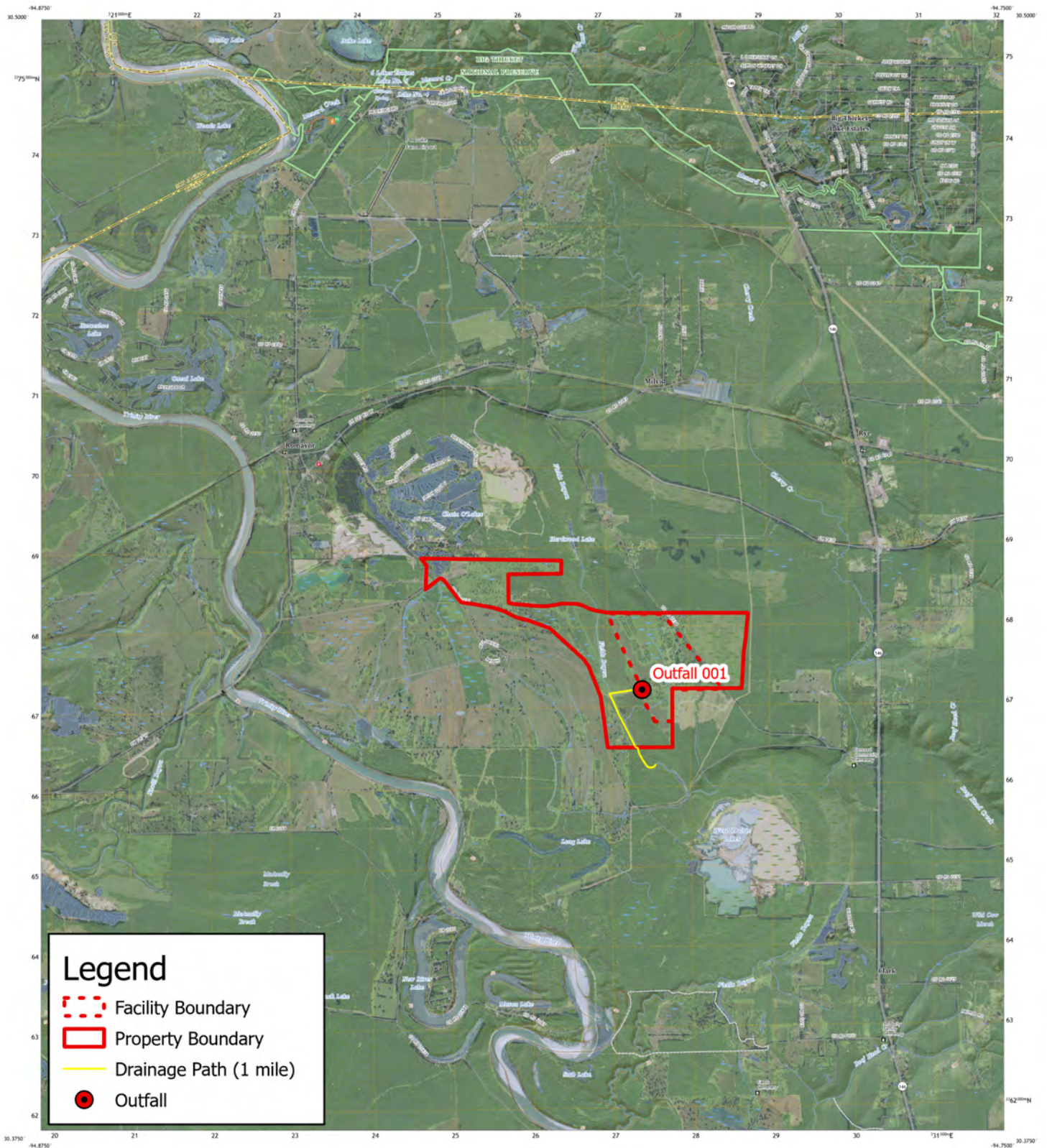
THE FOLLOWING ITEMS APPLY ONLY TO APPLICATIONS FOR NEW TPDES PERMITS AND MAJOR AMENDMENTS TO TPDES PERMITS

3. List construction dates of all buildings and structures on the property:

All modular buildings. No buildings were constructed on-site.

4. Provide a brief history of the property, and name of the architect/builder, if known.

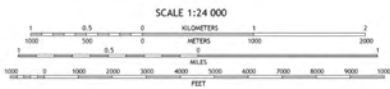
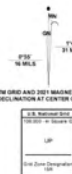
Previously owned by River Aggregates, LLC as a mine site.



Legend

- Facility Boundary
- Property Boundary
- Drainage Path (1 mile)
- Outfall

Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84) Projection and
1 000-meter grid Universal Transverse Mercator, Zone 16E
Data is provided by The National Map (TNM), is the best available at the time of map
generation, and includes data compiled from supporting themes of Elevation,
Hydrography, Geographic Names, Boundaries, Transportation, Structures, Land Cover,
and Orthorectification. Refer to associated Federal Geographic Data Committee (FGDC)
Metadata for additional source data information.
This map is not a legal document. Boundaries may be generalized for this map scale.
Private lands within government ownership may not be shown. Obtain permission
before entering private lands. Temporal changes may have occurred since these data
were collected and some data may no longer represent actual surface conditions.
Learn About The National Map: <https://nationalmap.gov>



| QUADRANGLE LOCATION | | |
|---------------------|---------|------------|
| Quadrangle | Section | Range |
| Romayor | 10N | 16E |
| Section | Range | Quadrangle |
| Section | Range | Quadrangle |
| Section | Range | Quadrangle |

| ROAD CLASSIFICATION | |
|---------------------|-----------------|
| Expressway | Local Connector |
| Secondary Road | Local Road |
| Ramp | 4WD |
| Interstate Road | US Road |
| | State Road |

ROMAYOR, TX
2024

Attachment 8 – ePay Voucher

Your transaction is complete. Thank you for using TCEQ ePay.

Note: It may take up to 3 working days for this electronic payment to be processed and be reflected in the TCEQ ePay system. Print this receipt and the vouchers for your records. An email receipt has also been sent.

Transaction Information

Trace Number: 582EA000625314

Date: 09/13/2024 03:20 PM

Payment Method: CC - Authorization 0000092216

ePay Actor: JULIA ANDOE-PERLA

Actor Email: julia.andoeperla@arcosa.com

IP: 199.247.43.31

TCEQ Amount: \$350.00

Texas.gov Price: \$358.13*

* 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: JULIA ANDOE-PERLA

Company: ARCOSA AGGREGATES INC

Address: 401 SOUTH I-45, FERRIS, TX 75125

Phone: 682-702-6898

Cart Items

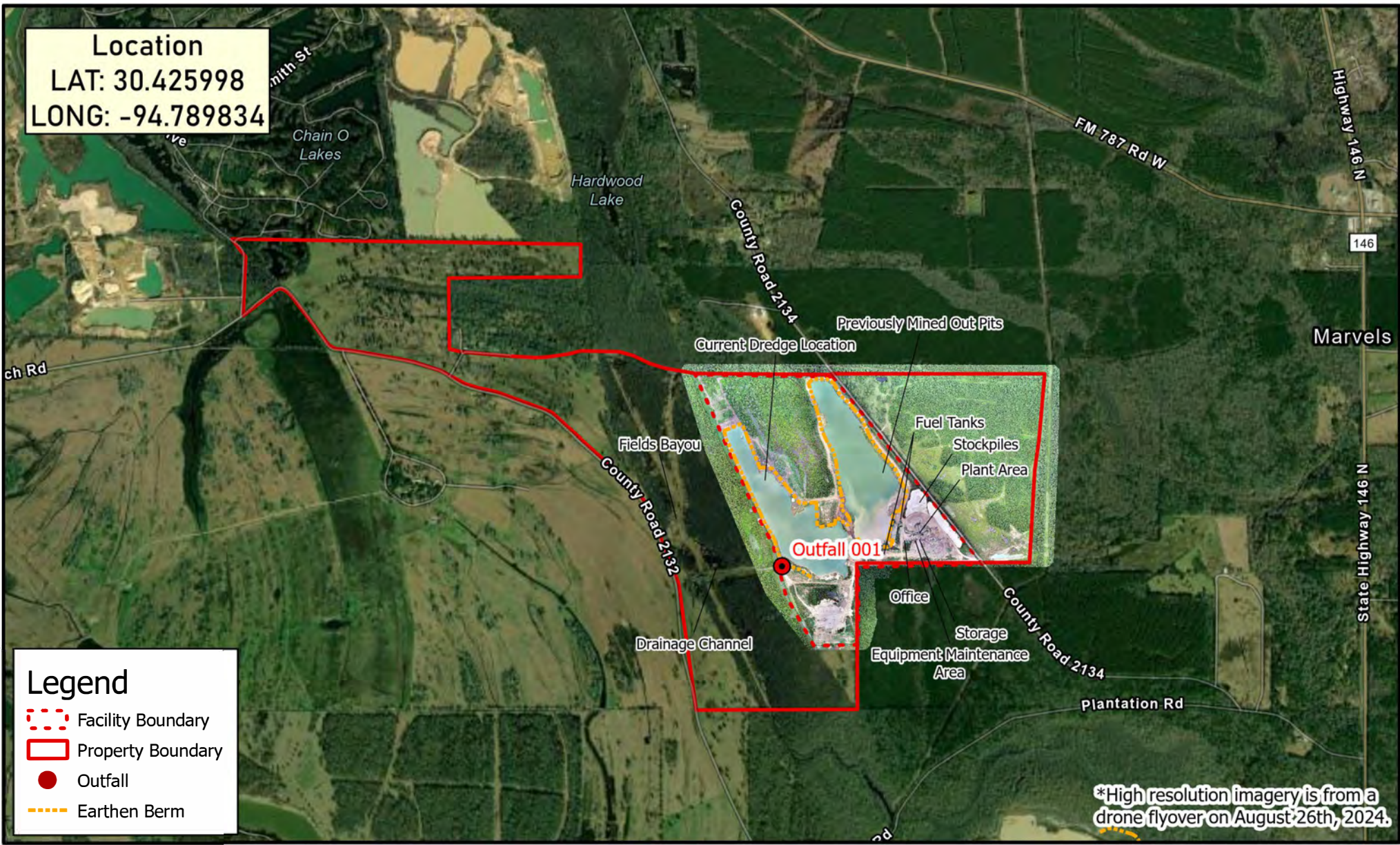
Click on the voucher number to see the voucher details.

| Voucher | Fee Description | AR Number | Amount |
|--------------|--|-----------|----------|
| 721215 | WW PERMIT - MINOR FACILITY NOT SUBJECT TO 40 CFR 400-471 - NEW | | \$300.00 |
| 721216 | 30 TAC 305.53B WQ NOTIFICATION FEE | | \$50.00 |
| TCEQ Amount: | | | \$350.00 |

ePay AgainExit ePay

Note: It may take up to 3 working days for this electronic payment to be processed and be reflected in the TCEQ ePay system. Print this receipt for your records.

Attachment 9 - Facility Map 1 - Technical Report Item 1.d



Location
LAT: 30.425998
LONG: -94.789834

- Legend**
- Facility Boundary
 - Property Boundary
 - Outfall
 - Earthen Berm

*High resolution imagery is from a drone flyover on August 26th, 2024.



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Rye North Plant
Arcosa Aggregates, Inc.
Liberty County, TX

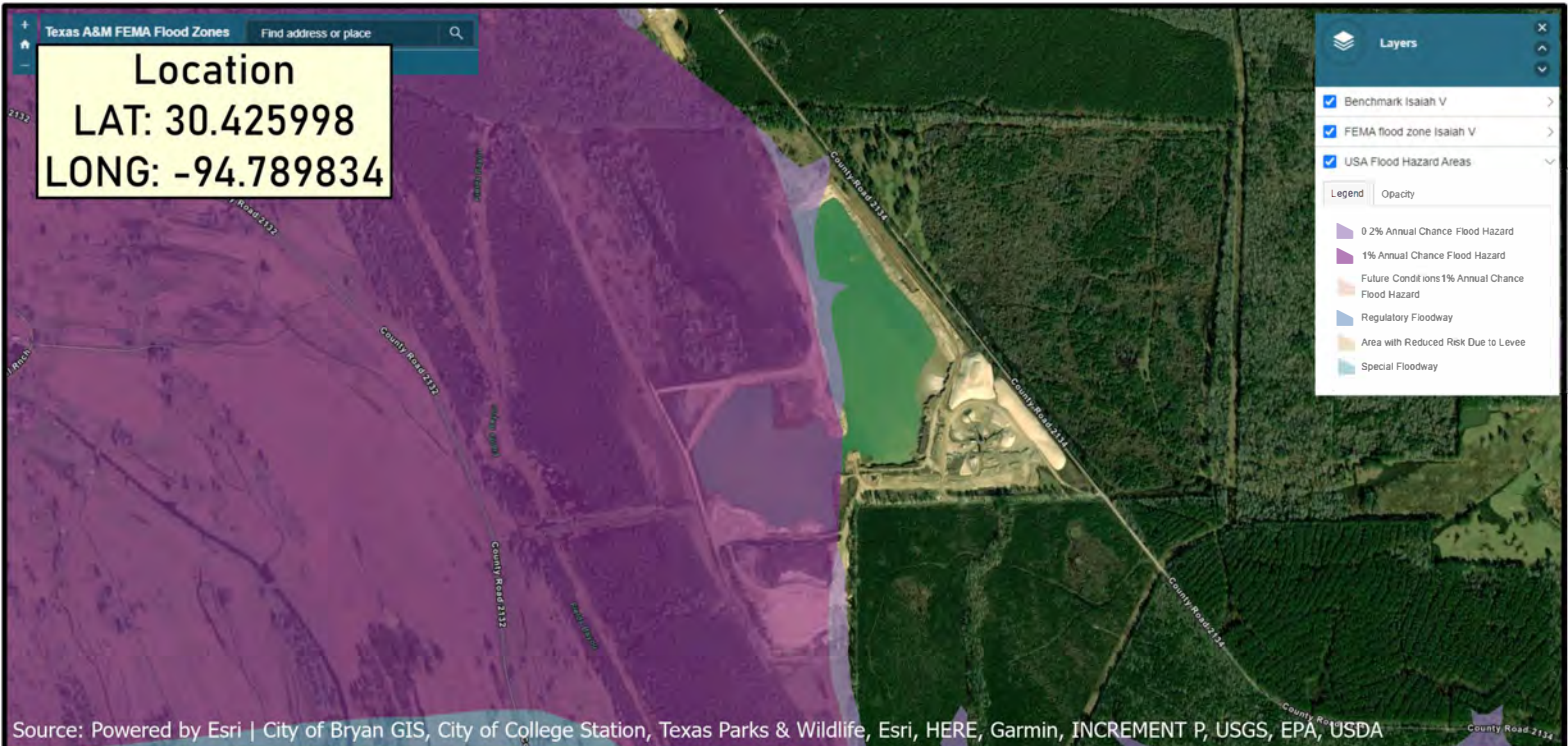
Facility Map 1

Project No.
Report No.
Date:

Env-Arcosa-Rye North
Wastewater-0049
January 2025

Attachment 9

**Attachment 10 - 100-Year Floodplain Map -
Technical Report Item 1.f**



Source: Powered by Esri | City of Bryan GIS, City of College Station, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA



Source: Leaflet | Powered by Esri | DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



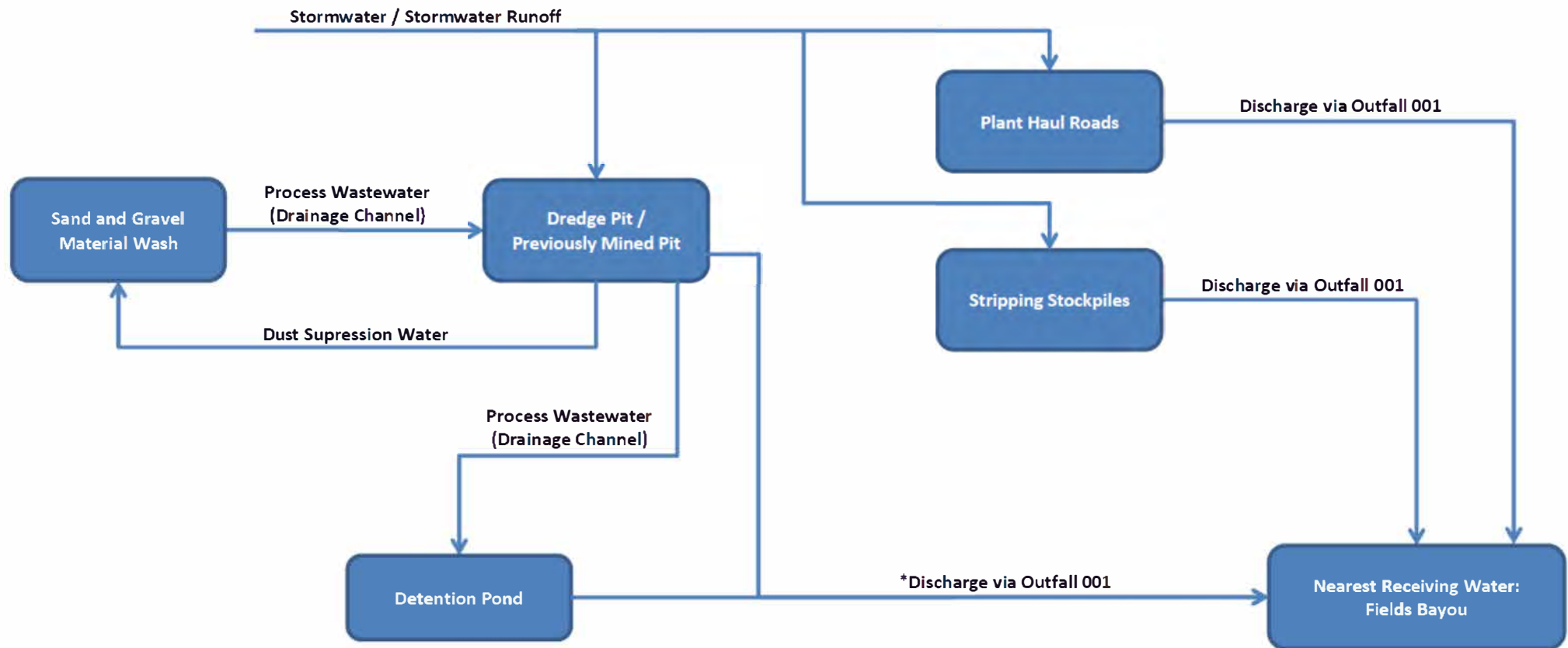
Rye North Plant
Arcosa Aggregates, Inc.
Liberty County, TX

Project No. Env-Arcosa-Rye North
Report No. Wastewater-0049
Date: January 2025

100-Year Floodplain Elevation

Attachment 10

**Attachment 11 – Flow Schematic (a) and
Facility Map 2 (b) - Technical Report Item 2.b**



*Discharges may occur during periods of heavy rainfall, when the earthen berms overflow due to severe flooding.



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Rye North Plant
Arcosa Aggregates, Inc.
Liberty County, TX

Flow Schematic

Project No.
Report No.
Date:

Env-Arcosa-Rye North
Wastewater-0049
January 2025

Attachment 11a

Location
LAT: 30.425998
LONG: -94.789834

Current Dredge Location

Previously Mined Out Pits

Fields Bayou

Outfall 001

Fuel Tanks

Stockpiles

Plant Area

Office

Storage

Legend

- Earthen Berm
- ▨ Drainage Area Routed to Outfall 001
- Outfall

0 500 1,000 2,000
Feet



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Rye North Plant
Arcosa Aggregates, Inc.
Liberty County, TX

Facility Map 2

Project No.
Report No.
Date:

Env-Arcosa-Rye North
Wastewater-0049
January 2025

Attachment 11b

**Attachment 12 - Landowner Information
and One (1) Lease Agreement with
associated Amendments**

Attachment 12: Applicant Property Landowners

Applicant: Arcosa Aggregates Texas, LLC

Permit No.: WQ0005480000

All applicant property at the Rye North Plant is leased property. Landowners of the leased property are detailed below.

LANDOWNERS OF APPLICANT LEASED PROPERTY:

DANIEL LAND COMPANY LLC
PO BOX 87
LIBERTY, TX 77575

DANIEL LAND COMPANY LLC
20302 SEQUOIA TRACE
SPRING, TX 77379

RYE LTD
235 CHAIN-O-LAKES RESORT
CLEVELAND, TX 77327

JDSSTO INVESTMENTS LTD
235 CHAIN-O-LAKES RESORT
CLEVELAND, TX 77327

ARTESIAN LAKES LTD
C/O DR. JAMES D SMITH JR
235 CHAIN O LAKES RESORT
CLEVELAND, TX 77327

ROMAYOR SAND GRAVEL &
MATERIALS PARTNERSHIP LTD
5582 HOLLY GROVE RD
LIVINGSTON, TX 77351

SMITH JAMES W & JENNIFER V
925 BIG PINE LOOP
CLEVELAND, TX 77327

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STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

MINERAL AGREEMENT AND LEASE

This Mineral Agreement and Lease ("Lease Agreement") is made and entered into as of the 11th day of May, 2017 (the "Effective Date"), by and between **Will M. Daniel** ("Lessor") and **River Aggregates, LLC**, a Delaware limited liability company ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Option Agreement to Lease Real Property, dated as of April 29, 2016 (the "Option Agreement"), whereby Lessor granted Lessee the option to lease that certain parcel of land consisting of 895 acres, more or less, lying and being in Liberty County, Texas, out of which 873.7 acres are leased pursuant the terms and conditions included herein, and said lands are more fully described on Exhibit A and shown on the plat attached as Exhibit A-1, which are attached hereto and incorporated herein and made a part of this Lease Agreement, including ingress and egress sufficient in size and nature to handle commercial truck traffic to access the arterial public roadway system (such property being referred to hereafter as the "Leased Premises");

WHEREAS, Lessee desires to exercise the option and lease the Leased Premises from Lessor upon the terms and conditions set forth herein; and

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WHEREAS, Lessor desires to waive the provisions in the Option Agreement with respect to the process in which Lessee is required to exercise the Option, and to lease the Leased Premises to Lessee upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the parties do hereby covenant and agree as follows:

1. **Term.** Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the Leased Premises for a period of Twenty (20) years (the "Initial Term"), beginning on the Effective Date and expiring twenty (20) years after such Effective Date, unless sooner terminated pursuant to the provisions hereof. In the event this Agreement has not been terminated prior to the expiration of the initial term hereof, it may continue in effect thereafter for two successive terms of ten (10) years at Lessee's sole option. Lessee shall provide Lessor written notice ninety (90) days prior to the expiration of the then-current term that Lessee intends to extend the Agreement for a ten (10) year renewal term.

2. **Rights of Lessee.** Lessor does hereby lease unto Lessee all of the Lessor's right, title and interest in the Leased Premises for the initial term and any renewal terms of this Lease Agreement. Without limiting the foregoing, Lessee shall have:

A. The exclusive right to mine, quarry, remove, use, process and manufacture all types of rock, stone, gravel, sand and soil, hereinafter referred to as "Aggregate," which may be found on or under the Leased Premises at all times during the term of this Lease Agreement in any lawful manner chosen by Lessee as well as

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process any such materials that may be brought from offsite locations owned or leased by Lessee;

B. The right to stockpile products, inventory, and raw materials upon the Leased Premises and the right to remove dirt and overburden from the Leased Premises or relocate it to other portions of the Leased Premises or on other leased properties;

C. The right to construct all necessary ponds, roads, berms, barriers, or facilities required by any federal, state or local statute or ordinance, including but not limited to all facilities and structures contemplated by any Mine Plan;

D. The right to construct such facilities and to take such acts, and do such things as may be required by any reclamation plan approved by federal, state, or local agencies, or any requirement imposed by any federal, state, or local agency in the future;

E. The right to construct and maintain over the Leased Premises a rail spur track and accessory structures in a manner and location most convenient to the operations of Lessor or its sub-lessees;

F. The right to use the Leased Premises for all purposes with respect to the operation of a sand and gravel quarry, associated facilities, and other uses which may be necessary;

G. The right to install, relocate, operate and maintain on the Leased Premises, power lines, poles, water lines, and any other utilities and similar installations necessary or convenient to Lessee's operations. All expenses in connection with the installation and maintenance of such utilities shall be borne by Lessee. Lessee shall be

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responsible for obtaining all necessary consents, permits, licenses, and governmental approvals with respect to such utilities. Such utilities may be left on the Leased Premises upon the expiration or termination of this Lease Agreement, or removed therefrom at Lessee's discretion;

H. The right to go upon the Leased Premises for one hundred and eighty (180) days after the expiration or termination of this Lease Agreement for purposes of removing any product or material stock piled upon the Leased Premises, plant and equipment, utilities, and performing any reclamation required under any applicable federal, state, or local statute or ordinance. During such one hundred eighty (180) day period or any subsequent period, Lessee shall not be responsible for any Prepaid Royalty payment, but shall be responsible for payment on all products removed from the Leased Premises under the same terms and conditions as if such product were sold during the Initial Term or any renewal of this Lease Agreement. If at the end of the one hundred and eighty (180) day period the Leased Premises has not been released from reclamation bond by the State, Lessee shall be allowed to continue to enter upon the Leased Premises to perform reclamation work until such time as the release is secured;

I. The right to use all or any part of any rivers, creeks, streams, or bodies of water in, under, or contiguous to the Leased Premises for use in Lessee's operations including the right to alter the flow of, or impound rivers, creeks and streams on the Leased Premises as well as dredge and use sand from the same.

3. **Representation of Title.** Lessor warrants that they have unencumbered, fee simple title to the Leased Premises, subject only to those liens and encumbrances

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set forth below, and that such liens or encumbrances will have no material effect on Lessee's intent to mine the Leased Premises for aggregate materials:

Lessor hereby agrees to defend, indemnify, and hold the Lessee harmless from and against all claims (including all attorneys' fees, expert witness fees and expenses) asserted by any person claiming an ownership interest in the Leased Premises other than Lessor. Lessor warrants that Lessee shall have peaceable and quiet possession, use and enjoyment of the Leased Premises, but makes no representation or warranty that the Leased Premises are fit for Lessee's intended use.

Lessor further agrees to permit Lessee to establish and maintain adequate ingress and egress for commercial traffic associated with a mining operation to and from the Leased Premises to the arterial public road system at all times this lease is in effect. In so doing, unless otherwise agreed by the Lessor, Lessee shall install a separate gate (separate from the gates used by Lessor) for Lessee to access the Leased Premises; and Lessee will consult with Lessor as to the desire for a cattle guard to be installed wherever Lessee installs a gate, and any cost of purchase or installation of the cattle guard shall be solely borne by Lessor. Lessee shall ensure that ingress and egress will be kept secure, and that any entrance to the Leased Premises installed by Lessee will be kept locked at all times when Lessee or its representatives are not present at the Leased Premises, and also that the entrance should be well-lit during evening and night-time hours.

4. **Royalty and Rent.**

A. **Royalty.** A royalty equal to nine percent (9%) of the average sales price for each ton (2,000 pounds) of Aggregate extracted and sold from the Leased

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Premises is to be paid by Lessee to Lessor (the "Royalty"), pursuant to the terms of Section 4B. For purposes of calculating Royalty, "average sales price" shall mean the average gross payment per ton to the Lessee as shown on invoices from Lessee to its customers, excluding therefrom sales and use taxes, Lessee's actual cost of delivering material from the load out scales to its customers' delivery destination, and allowances for product returned by customers. Notwithstanding anything herein to the contrary, in no event shall Lessee be obligated to pay more per month, or over the term of this Lease Agreement (including any renewal terms), than the calculated amount of the Royalty for such period (which includes \$4,000 per month for surface rent).

B. Monthly Payments. In full and complete consideration of the rights granted Lessee hereunder, by the fifteenth (15th) day of the month, Lessee hereby agrees to pay the following amounts for the immediately preceding month to Lessor and/or the Other Royalty Owners according to the schedule shown on Exhibit B, which may be amended by Lessor from time to time:

(a) (i) Ten Thousand US Dollars (\$10,000.00) (the "Initial Payment") from the Effective Date through the end of the eighteenth (18th) month following the Effective Date of this Lease Agreement (the "Initial Payment Period"), during which time Lessee may not actually sell Aggregate, and (ii) following the Initial Payment Period and continuing through the end of the term of this Agreement (including any renewal terms), Twenty Thousand US Dollars (\$20,000), (the "Prepaid Royalty") (the parties acknowledge that Four Thousand Dollars (\$4,000) of the monthly Prepaid Royalty shall be to compensate Lessor for the surface rent associated with the ongoing use of the Lessor's surface for

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the placement of Lessee's plant, trucks, and other equipment, and the right of ingress and egress across the Leased Premises, and this amount shall be paid separately to Lessor); and

(b) following the Initial Payment Period, the amount by which the calculated Royalty for such month exceeds the Prepaid Royalty for such month, if any (the "Excess Royalty"); *provided, however*, if there is Excess Royalty, it shall be reduced by the amount, if any, by which the total amount previously paid by Lessee pursuant to this Lease Agreement (including, without limitation, the Initial Payments, Prepaid Royalty and Excess Royalty) exceeds the total amount of calculated Royalty for such period.

C. Other Royalty and Rent Calculation Matters.

(a) Lessee shall have the right to transport Aggregate across or to bring Aggregate from other properties onto the Leased Premises for processing. After the weight of the Aggregate has been determined by weighing on the load out scales, and the weight has been recorded for review by Lessor, Lessee may co-mingle, blend, mix or mutually stockpile said Aggregate from the Leased Premises with similar materials mined from other properties not owned by the Lessor.

(b) If Products are sold by Lessee, but not removed from the Leased Premises at the time of such sale, such as product purchased by another person located on the Leased Premises, such sale shall be deemed made when sold to the third party, regardless of whether such stone is physically removed from the Leased Premises at that time. Lessee shall not be obligated to pay any royalty on stone which is used by it for construction on the Leased Premises.

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(c) All monthly payments due under the terms of the Lease Agreement shall be mailed by Lessee to Lessor and the Other Royalty Owners (as defined below) at the addresses set forth on Exhibit B.

(d) All references in this Lease Agreement to the phrase "per year" shall refer to a lease year beginning on the Effective Date or any anniversary of the Effective Date of this Lease Agreement and ending one (1) year thereafter.

D. Other Royalty Owners. Lessor has represented to Lessee that the Leased Premises has certain non-participating royalty owners (the "Other Royalty Owners"). Lessor represents and warrants that (i) Lessor, in his sole capacity, has all power and authority to execute, deliver and perform this Lease Agreement, (ii) the execution, delivery and performance of this Lease Agreement does not violate or result in a breach of, or constitute a default under, any agreement with any or all of the Other Royalty Owners, or any other third-party, (iii) no consent or approval of any third-party (including, without limitation, any of the Other Royalty Owners) is necessary for the execution, delivery or performance of this Lease Agreement, (iv) the schedule of, mailing information provided to Lessee for each of, and payment allocations to each of, the Other Royalty Owners on Exhibit B, is at all times true and correct and consistent with any and all agreements between Lessor and any or all of the Other Royalty Owners, and any other agreements among any or all of the Other Royalty Owners; and (v) there are no disputes between Lessor and any or all Other Royalty Owners, or among any or all of the Other Royalty Owners, regarding the Leased Premises (collectively, the "ORO Representations"). The ORO Representations are continuing

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representations and shall be true and correct throughout the term of this Lease Agreement.

Notwithstanding anything in this Lease Agreement to the contrary, Lessor (A) shall be solely responsible for all matters related to the Other Royalty Owners, including, without limitation, all communication with such Other Royalty Owners, and (B) shall indemnify, defend and hold harmless Lessee and Lessee's affiliates and representatives from and against any and all claims and liabilities of every kind and character (including, but not limited to, attorneys' fees, court costs, expert witness fees, and other costs generally associated with litigation and the costs associated therewith), due to (I) the breach by Lessor of the ORO Representations, or (II) claims by any or all of the Other Royalty Owners relating in any manner whatsoever to this Lease Agreement, including, without limitation, any claims regarding (i) the presence, calculation or payment of Prepaid Royalty and Excess Royalty, if any, or any other payments hereunder, (ii) agreements between the Lessor and any or all of the Other Royalty Owners regarding the Leased Premises or any aggregates or minerals thereunder, (iii) agreements between or among any or all of the Other Royalty Owners regarding the Leased Premises or any aggregates or minerals thereunder, (iv) the mining and removal of the Aggregates, or (v) claims challenging the effectiveness of this Lease Agreement.

5. **Records of Account.** Lessee shall keep accurate books and records of all products removed from the Leased Premises on which Lessor is entitled to a royalty and such books and records shall be open to inspection by Lessor and its representatives at reasonable times and upon reasonable notice to determine whether

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Lessee is complying with this Lease Agreement. For purposes of this Lease Agreement, reasonable times shall be considered during normal business hours, Monday through Friday, excluding national holidays, and reasonable notice shall be forty-eight (48) hours notice.

6. **Condemnation of the Leased Premises.** As used herein, a taking by condemnation shall include the taking by any government or any person acting under authority granted by any government, of all or any portion of the Leased Premises and shall include any diminution in the ability to use the Leased Premises, whether by actual taking, or otherwise, such as a taking by inverse condemnation. A voluntary transfer by the Lessor under threat of condemnation, whether before or after suit has been instituted or proceedings begun, shall be considered a taking by condemnation for purposes of this Lease Agreement. A partial condemnation shall refer to any condemnation of the Leased Premises other than a total condemnation of the Leased Premises.

(a) If there is a total condemnation of the Leased Premises by any governmental authority or by any corporation acting under power of eminent domain or condemnation, this Lease Agreement shall terminate as of the date title to the Leased Premises vests in the condemnor. Such date shall constitute the expiration of this Lease Agreement for all purposes hereunder and any rent due, or prepaid rental already paid, shall be adjusted to take into account the reduced term of this Lease Agreement.

(b) If a partial condemnation of the Leased Premises occurs, Lessee shall have the right to terminate this Lease Agreement if such partial taking renders the

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Leased Premises, in Lessee's sole judgment, unsuitable for the business or businesses engaged in by Lessee thereon. Lessee's judgment with respect to the suitability of the remaining Leased Premises shall control and be final. Lessee shall exercise its right to terminate this Lease Agreement by providing Lessor written notice of its election to so terminate within sixty (60) days of title vesting in the condemnor.

(c) If Lessee elects not to terminate this Lease Agreement when a partial condemnation occurs, any minimum royalty due hereunder (excluding actual royalty payments due by virtue of tonnage sold), shall be adjusted and this Lease Agreement shall terminate as to that portion of the Leased Premises which is taken by condemnation. If the parties are unable to agree on the amount due, the dispute shall be resolved by submission to the American Arbitration Association, with a single arbitrator deciding, regardless of the amount in dispute.

(d) In the event of a total or partial condemnation of the Leased Premises, Lessee shall have the right to remove all improvements placed by it on the Leased Premises provided, however, nothing contained herein shall diminish Lessee's right to compensation for the loss of such improvements and if Lessee elects not to remove such improvements it shall be entitled to so much of the condemnation award as represents the value of such buildings and improvements, which shall be deemed Lessee's personal property and not a part of Lessor's real estate.

(e) The parties hereto recognize that Lessee has a valuable leasehold interest in the Leased Premises and nothing contained in this Lease Agreement shall be construed to limit or diminish Lessee's right to an award of compensation in a

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condemnation proceeding with respect to the value of Lessee's leasehold interest under this Lease Agreement.

(f) In the event of a taking or condemnation regarding some or all of the Leased Premises, the award, awards or damages in respect thereof shall be apportioned as follows: (i) there shall first be paid to Lessor so much of the award which is for or attributable solely to the surface land value; and (ii) Lessee shall receive the balance, if any, of the award, less and except nine percent (9%), which shall be paid to the Lessor (e.g. if the balance is \$100,000.00, Lessee would receive \$91,000.00, and Lessor would receive \$9,000.00).

7. Right of Lessor.

A. If Lessor or his heirs, executors, administrators, grantees, successors or assigns at any time during the term of this Lease Agreement, or any extension thereof, desires to sell, lease or otherwise transfer, convey, or assign all or any portion of the Leased Premises pursuant to a bona fide offer to purchase all of the Leased Premises or a bona fide offer by Lessor to sell all of the Leased Premises, Lessor shall give Lessee ninety (90) days notice in writing of any such bona fide offer to purchase or sell, setting forth the amount of the proposed purchase price and all of the other terms and conditions of such offer to purchaser sell (including, where a written offer has been made, a copy of the written offer), and Lessee shall have the first option to purchase the Leased Premises by giving written notice to the Lessor of Lessee's election to purchase the Leased Premises within forty-five (45) days from receipt by Lessee of Lessor's written notice of its election to sell the Leased Premises. Lessee's first option to purchase shall be on the same terms and conditions as Lessor's bona fide offer to

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purchase or sell. If Lessee does not elect to exercise its first option to purchase within the forty-five (45) day period this Lease Agreement and all of its terms and conditions shall nevertheless remain in full force and effect and any purchaser or other transferee of the Leased Premises shall be bound by this Lease Agreement. The right of first refusal set forth herein shall apply to each offer to purchase, sell lease, option or otherwise transfer by Lessor and shall require compliance by Lessor with this provision with respect to any re-offering of the Leased Premises, counter-offer, or subsequent offer after Lessee's election not to purchase with respect to an original offer. The provisions of this right of first refusal shall survive any transfer of the Leased Premises to any party and shall require compliance by such party with the provisions of this paragraph.

B. Upon the prior written consent of Lessee, Lessor shall be able to continue using that portion of the Leased Premises, which is not required for mining operations, for continuing cattle operations and/or timber production up until the time said Leased Premises are required for mining, which consent shall not be unreasonably delayed, withheld or conditioned.

8. **Improvements.** During the term of this Lease Agreement and any renewal thereof, Lessee shall have the right to make additions and improvements to the Leased Premises. All such work shall be done in a good and workmanlike manner and in accordance with all valid requirements of any governmental authority having jurisdiction thereof and shall not result in any lien upon the Leased Premises.

9. **Indemnity.** LESSEE AGREES TO KEEP THE LEASED PREMISES DULY AND FULLY PROTECTED AGAINST LIENS OF EVERY KIND AND

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CHARACTER ARISING IN CONNECTION WITH, OR RESULTING FROM, ITS PRESENCE AND OPERATIONS ON THE LEASED PREMISES PURSUANT TO OR RELATING TO THIS AGREEMENT. LESSEE FURTHER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD "LESSOR GROUP" [DEFINED FOR THE PURPOSE OF THIS AGREEMENT AS: ALL OR ANY OF LESSOR, HIS HEIRS, SUCCESSORS AND ASSIGNS; PURCHASERS AND TRANSPORTERS OF LESSOR'S AGRICULTURAL AND FORESTRY PRODUCTS; LESSOR'S SUPPLIERS; AND THE CONTRACTORS AND SUBCONTRACTORS OF ALL OF THE FOREGOING; AND THE OFFICERS, EMPLOYEES, AGENTS, SERVANTS, GUESTS, LICENSEES AND INVITEES OF ALL OF THE FOREGOING; AND THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL OF THE FOREGOING], HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES OF EVERY KIND AND CHARACTER (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, COURT COSTS, EXPERT WITNESS FEES, AND OTHER COSTS GENERALLY ASSOCIATED WITH LITIGATION AND THE COSTS ASSOCIATED THEREWITH), TO OR BY ANY PERSON OR ENTITY (PRIVATE OR GOVERNMENTAL), FOR: INJURY TO OR ILLNESS OR DEATH OF "LESSEE GROUP" [DEFINED FOR PURPOSES OF THIS AGREEMENT AS: ALL OR ANY PART OF LESSEE, ITS PARENT, SUBSIDIARIES AND AFFILIATES, IF APPLICABLE; PURCHASERS AND TRANSPORTERS OF ANY MATERIAL, PRODUCTION OR TESTS OF THE FOREGOING; AND THE CONTRACTORS AND SUBCONTRACTORS OF ALL OF THE FOREGOING; AND THE OFFICERS, EMPLOYEES, AGENTS, SERVANTS, GUESTS, LICENSEES AND INVITEES OF ALL OF THE FOREGOING], LESSOR GROUP, OR ANY OTHER

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PERSON OR ENTITY (GOVERNMENTAL OR PRIVATE), BUT ONLY TO THE EXTENT THE LIABILITIES ARE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE LESSEE GROUP; AND FOR ENVIRONMENTAL LIABILITIES (INCLUDING RESTORATION AND REMEDIATION) RELATING DIRECTLY TO LESSEE'S PRESENCE AND OPERATIONS ON THE LEASED PREMISES; AND FOR THE ACTUAL DAMAGE TO THE LEASED PREMISES (REAL OR PERSONAL) OF LESSEE GROUP, LESSOR GROUP OR ANY OTHER PERSON OR ENTITY (GOVERNMENTAL OR PRIVATE), BUT ONLY TO THE EXTENT THE LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE LESSEE GROUP.

LESSEE WILL SUPPORT ITS OBLIGATIONS UNDER THIS AGREEMENT BY FURNISHING LIABILITY INSURANCE COVERAGE (OR QUALIFIED SELF-INSURANCE) SUFFICIENT TO FULLY COVER ITS OBLIGATIONS. EVIDENCE OF LIABILITY INSURANCE COVERAGE (OR QUALIFIED SELF-INSURANCE) SHALL BE PROVIDED TO LESSOR GROUP BEFORE LESSEE ESTABLISHES A PRESENCE ON THE LEASED PREMISES, AND FAILURE TO PROVIDE SUCH EVIDENCE SHALL RESULT IN IMMEDIATE TERMINATION OF THIS LEASE AGREEMENT.

THE INDEMNIFICATIONS OF LESSEE HEREUNDER SHALL NOT BE APPLICABLE TO: (1) LIABILITIES CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE LESSOR GROUP; (2) LIABILITIES ARISING OUT OF A PRE-EXISTING ENVIRONMENTAL DEFECT OF THE LEASED PREMISES NOT CONTRIBUTED TO BY LESSEE; AND (3)

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CONSEQUENTIAL, INDIRECT, SPECULATIVE, OR PUNITIVE DAMAGES OR THE LOST PROFITS OF THE LESSOR GROUP.

WITH RESPECT TO THIS SECTION 9, ALL PARTIES AGREE THAT ALL PROVISIONS HEREOF ARE EXPRESSLY STATED IN A CONSPICUOUS MANNER AND AFFORD FAIR AND ADEQUATE NOTICE OF THE PROVISIONS HEREIN.

AS THE "INDEMNITOR," LESSEE REPRESENTS TO LESSOR GROUP, AS THE "INDEMNITEE," (1) THAT LESSEE HAS CONSULTED AN ATTORNEY CONCERNING THE REQUIREMENTS AND EFFECT OF ALL PROVISIONS OF THIS AGREEMENT; AND (2) THAT LESSEE FULLY UNDERSTANDS ITS OBLIGATIONS UNDER THIS AGREEMENT.

"ENVIRONMENTAL LIABILITIES" INCLUDE, WITHOUT LIMITING THE FOREGOING IN ANY RESPECT, REMOVAL COSTS, FINES, CIVIL PENALTIES, LIABILITIES IMPOSED, ASSESSED OR SOUGHT BY FEDERAL, STATE OR LOCAL GOVERNMENTS, AND ALL LIABILITIES WHICH MAY BE IMPOSED UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION; AND "ENVIRONMENTAL LIABILITIES" INCLUDE ALL OTHER LIABILITIES RESULTING FROM THE RELEASE OF POLLUTANTS INTO THE AIR OR WATERS OF THE UNITED STATES OR THE INDIVIDUAL STATES, AND LIABILITIES FOR REMOVAL AND CLEAN UP OF ANY AND ALL SUBSTANCES WHICH ARE LOST OR WHICH ESCAPES OR WHICH ARE SPILLED, TO THE EXTENT SUCH LOSS, ESCAPE OR SPILL RESULTS FROM OR OCCURS IN CONNECTION WITH LESSEE'S PRESENCE OR OPERATIONS ON THE LEASED PREMISES PURSUANT TO OR RELATING TO THIS AGREEMENT, EXCEPT AS OTHERWISE PROVIDED HEREIN.

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If, at any time during the term of this Lease Agreement or any renewal thereof, Lessor wishes to assert any right to indemnification contained herein, Lessor shall give written notice of such claim to Lessee and Lessee shall be entitled to retain counsel of its choice to defend or settle any such claim, without loss or expense to Lessor; provided, however, that all of the rights, privileges, easements and appurtenances relating to the ownership or use of the Leased Premises shall inure to the benefit of Lessee as fully and for all intents and purposes as if Lessor was directly operating said quarry operations.

10. **Insurance.** Lessee shall obtain and maintain a policy of general public liability insurance for the joint benefit of Lessor and Lessee in an amount not less than One Million Dollars (\$1,000,000.00) single limit for injury or death and property damage. Lessor shall be named an additional insured. A copy of the policy shall be provided to Lessor before Lessee establishes a presence on the Leased Premises; a failure to do so shall result in immediate termination of this Lease Agreement. In addition, Lessee shall be entitled at its election to obtain fire and extended coverage insurance with respect to the Leased Premises and any fixtures or equipment located thereon. Lessor shall have no claim or interest in such insurance or the proceeds of it and agrees to sign any documents reasonably necessary to effectuate this Lease Agreement.

11. **Power of Attorney.** Lessor hereby grants to Lessee a limited, irrevocable and unconditional power of attorney for the sole and exclusive purpose of permitting Lessee to apply for any necessary permits, re-zonings, certificates, licenses or similar grants of operational authority, as to and only as to the extent necessary in order to carry out the rights granted herein to the Lessee, to the extent that Lessor's consent

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may be required by any federal, state or local agency. The power granted hereunder shall be deemed coupled with an interest in the Leased Premises and shall be irrevocable during the term of this Lease Agreement and any renewal hereof.

12. **Lessee's Right to Terminate.** (a) Lessee shall have the right to terminate this Lease Agreement and all obligations hereunder at any time prior to the issuance of permits or licenses to it for mining activity by giving Lessor thirty (30) days written notice of Lessee's election to terminate this Lease Agreement, with no additional consideration other than amounts due pursuant to Section 4 through the end of such 30-day period; (b) Lessee shall have the right to terminate this Lease Agreement on thirty (30) days written notice in the event it is enjoined or restrained by any court or governmental agency from using the Leased Premises for their intended purpose, with no additional consideration other than amounts due pursuant to Section 4 through the end of such 30-day period; (c) Lessee shall have the right to terminate this Lease Agreement and all obligations hereunder on thirty (30) days notice if commercially minable stone on the Leased Premises ceases to meet all applicable state, local or federal specifications, with no additional consideration other than payments due pursuant to Section 4 through the end of such 30-day period; and (d) in addition to the foregoing, Lessee shall have the right to terminate this Lease Agreement at any time and for any reason, or for no reason, by giving Lessor written notice of its election to terminate the Lease Agreement and paying to Lessor an amount equal to payments due pursuant to Section 4 through the end of such calendar year. Upon the payment of such amount, Lessee's obligations under this Lease Agreement shall cease, except for

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Lessee's obligation to perform reclamation work pursuant to Section 20 (Reclamation) of this Lease Agreement, which shall survive termination of this Lease Agreement.

13. **Taxes.** Lessor shall be responsible for all taxes and assessments levied on the Leased Premises, provided, however, that Lessee shall be responsible for all taxes or assessments that may be made against Lessee's machinery, equipment and other personal property or structures used or placed on the Leased Premises and shall be responsible for all taxes on any improvements to the Leased Premises, whether such improvements be deemed real or personal property. Lessee shall be responsible for all taxes levied directly or indirectly on the minerals extracted from the Leased Premises.

14. **Default.** Each of the following shall constitute an event of default:

- (1) Failure of Lessee to pay any sum due hereunder within thirty (30) days of the date said sum becomes due;
- (2) Failure of Lessee to perform any of the other terms, conditions, or obligations imposed by this Lease Agreement.

If any event of default occurs, Lessor shall be entitled, at its option, to terminate this Lease Agreement upon the following terms and procedures: If Lessor desires to terminate, Lessor shall send registered written notice specifying the default(s) claimed by Lessor and Lessee shall have sixty (60) days from receipt of such notice in which to cure or commence to cure the default. Lessor shall not be entitled to terminate this Lease Agreement if Lessee cures the claimed default within sixty (60) days or commences to cure the claimed default within thirty (30) days of receipt of written notice of the claimed default.

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15. **Right of First Refusal with Respect to Additional Minerals.** If commercially saleable precious minerals or other natural resources other than the construction materials specified herein are discovered on the Leased Premises, and Lessor desires to sell such minerals or other natural resources, Lessor hereby grants to Lessee the right to purchase such minerals or resources upon the same terms and conditions as offered by any other party. The procedure to be followed with respect to the right of first refusal shall be the same as with respect to a sale of the Leased Premises, with appropriate adjustments to take account of the fact that minerals or other natural resources are being conveyed.

16. **SubLetting:** Subject to Lessor's consent, which shall not be unreasonably withheld, Lessee may sublease any part of the Leased Premises to any sub-lessee that will operate accessory uses that benefit the quarrying operations and the Lessor by utilizing construction aggregates produced at the facility. Lessee shall require that each sub-Lessee indemnify and hold both Lessee and the Lessor harmless for losses or damages arising from their operations and provide at least \$1,000,000 of general liability coverage naming both Lessee and the Lessor as additional insureds; evidence of such general liability coverage shall be provided before a sub-Lessee establishes a presence on the Leased Premises, and failure to provide such evidence shall result in immediate termination of this Lease Agreement.

17. **Memorandum of Lease.** The parties agree that this Lease Agreement is not to be recorded in the public records of any county, including where the Leased Premises are situated, and that the parties will execute a recordable Memorandum of Lease agreeable to both parties which shall give public notice of this Lease Agreement

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and shall specifically include information relating to Lessee's right of first refusal. Recording of the Memorandum of Lease shall be at Lessee's expense.

18. **No Agency.** Lessee's employees, agents and contractors are not employees or agents of Lessor and nothing contained herein shall be construed to create any agency or partnership relationship between the parties.

19. **Execution of Further Documents.** To the extent that any additional documents shall be necessary to effectuate the intent of this Lease Agreement, including but not limited to, execution of licenses, consents, permits and approvals, Lessor agrees to execute such documents as may be reasonably necessary to obtain any permit or approval for the operations contemplated hereunder and to cooperate with Lessee in order to assist Lessee in obtaining necessary licenses, consents, permits and approvals. The parties recognize that it may be necessary to change the present zoning classification or obtain conditional use permits or other licenses, and that Lessee will be required to obtain mining permits and approvals from various state, local, or federal agencies before materials can be extracted from the Leased Premises. Lessor agrees to execute such documents as may be necessary for any of the foregoing and to lend its support and cooperation to Lessee's efforts to obtain any of the foregoing.

20. **Reclamation.** Notwithstanding anything else herein to the contrary, upon the termination or expiration of this Lease Agreement and any renewals thereof, Lessee shall reclaim the Leased Premises pursuant to the Reclamation Plan, attached hereto as Exhibit C and made a part hereof. Lessee shall also reclaim the Leased Premises pursuant to the applicable Mine Plan and regulations applicable to it, if any. Lessee shall not be required by virtue of this Agreement to comply with any regulations which

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may be hereafter adopted, unless such regulations are made specifically applicable to Lessee's Mine Plan by the federal, state or local agency having jurisdiction thereof.

Notwithstanding anything else herein to the contrary, Lessee's obligation to perform reclamation work pursuant to this Section 20 (Reclamation) and in accordance with the Reclamation Plan attached hereto shall survive termination of this Lease Agreement. Due to the long-term nature of this Lease Agreement and the mining and reclamation to be performed pursuant hereto, until the reclamation required by the Reclamation Plan is completed, Lessee shall carry a reclamation performance bond for an amount no less than Two Hundred Fifty Thousand US dollars (\$250,000.00). Lessee shall provide Lessor with a copy of the reclamation performance bond no less than annually, and Lessee's choice of surety companies shall be limited to only those acceptable on Federal and/or State of Texas bonds. If not provided within 10 days following a written request therefore, Lessee, by acceptance of this Lease Agreement, agrees to pay as partial liquidated damages to Lessor, the sum of One Hundred Dollars (\$100.00) for each day that Lessee fails to provide such bond, together with interest on the cumulative amount at the highest rate allowed by law from the date due until paid plus all costs of collection, including attorneys fees and all such sums shall be payable out of Lessee's share of Aggregate sales hereunder.

21. **Miscellaneous.** This Lease Agreement contains all of the warranties and agreements between the parties with respect to the Leased Premises and may not be modified orally or in any manner other than by written instrument signed by all parties to this Lease Agreement. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right to insist upon

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strict compliance at another date and shall not be considered a waiver of compliance with such provision. No waiver by any party of any condition, or of any breach of any term, covenant, representation or warranty contained in this Lease Agreement shall be deemed a continuing waiver of any such condition or breach and shall not preclude Lessee from being entitled to strict compliance with the terms of this Lease Agreement.

22. **Notices.** All notices to be given by any party to the other under this Lease Agreement shall be in writing, mailed or delivered to the other party at the following address:

To Lessor: Will M. Daniel
20302 Sequoia Trace
Spring, Texas 77379

To Lessee: River Aggregates, LLC.
PO Box 8609
The Woodlands, TX 77387

All notices shall be sent by United States mail or other independent delivery source which generates a record of receipt of such notice by the person to whom it is addressed an notice shall be deemed given when actually received by the person to whom the notice is addressed.

23. **Successors and Assigns.** This Lease Agreement shall be binding upon all of Lessor's successors, assigns, heirs, executors, and administrators, and shall survive Lessor's death or incompetency, and shall survive any transfer of title by Lessor.

24. **Improvements.** All improvements erected or paid for by Lessee or its agents shall remain the personal property of Lessee and shall not be deemed a part of the real property owned by Lessor.

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25. **Entire Agreement.** This Lease Agreement represents the complete understanding between the parties hereto, and supersedes all prior negotiations, representations or agreements, whether written or oral, as to the matters described herein. This Lease Agreement may be amended only by written instrument signed by both parties. No requirements, obligations, remedy or provision of this Lease Agreement shall be deemed to have been waived, unless so waived expressly in writing, and any such waiver of any such provision shall not be considered a waiver of any right to enforce such provision thereafter.

26. **No Waiver.** Lessor's waiver of a breach of any provision of this Lease Agreement by Lessee shall not operate or be construed as a waiver of any subsequent breach by Lessee. In addition, no custom or practice of the parties at variance with the provisions of this lease shall constitute a waiver of Lessor's right to demand strict compliance with the terms of this lease.

27. **Applicable Law & Forum Selection.** The interpretation, construction and performance of this Lease Agreement shall be governed by the laws of the State of Texas, and venue in any such action shall be in the County of Liberty.

28. **Miscellaneous.**

- **Designated Contact:** Lessee agrees to designate in writing, delivered to the Lessor, the name of the person or person(s) to be regularly be present on the Leased Premises as mining is conducted with whom Lessor may handle directly any claims of Lessor resulting from injury and damage to livestock, wildlife, surface area or improvements on the Leased Premises occasioned by or arising from Lessee's operations.

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- Delinquent Payments: In the event that Lessee fails to make any payment due hereunder within thirty days (30) days after the first 1st day of the calendar month for which such payment is due, the delinquent payment amount shall bear interest at the rate of 1.5% per month, or a portion thereof, or the maximum legal rate provided by applicable law, whichever yields the higher legal return, from said thirty (30) day period until the date said payment is paid. In addition to any other rights Lessor may have hereunder (including, without limitation, the right to receive interest as specified in the preceding sentence), in the event that Lessee fails to pay any of said payments within said 30-day period, and does not pay the full amount of said payments plus applicable interest, within thirty (30) days of the date of receipt of a written notice from Lessor, this Lease Agreement shall automatically terminate. As to disputes in the calculation of or deduction from payments due hereunder, this Lease Agreement shall not terminate. If a court action is brought by Lessor regarding improper calculation or payment of royalties hereunder, Lessee shall continue to pay undisputed amounts of the payments hereunder to Lessor.
- Singular / Plural: The use of either the singular or the plural includes the other, as applicable.
- Severability: If any provision of this Lease Agreement is held to be inoperative, invalid, or illegal, it is my intention that all of the other remaining provisions thereof shall continue to be fully operative and effective as far as is possible and reasonable.
- Counterparts: This Lease Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Electronic transmission of any signed original document and/or retransmission of any signed

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electronic transmission will be deemed the same as delivery of an original.

29. **Ranch Rules.** Lessee agrees that all its representatives and agents are not permitted to:

- remove any artifacts found on the Leased Premises; or
- hunt, fish, swim, camp or picnic on the Leased Premises; or
- use or possess any drugs or paraphilia or be under the influence of any illegal substance(s) while on the Leased Premises; or
- bring any dog, gun, firearm, fishing equipment or other sporting paraphernalia or any alcohol or illegal drug of any kind onto the Leased Premises; or
- discard any papers, boxes, sacks, containers, hazardous waste material, trash or litter of any kind on the Leased Premises; or
- cross any outside boundary fence of the Leased Premises other than through the designated entrance gate(s) or travel through the property, i.e., enter by one gate and leave by another; or
- travel any road not designated by Surface Owner; or
- bring any visitor or guest onto the Leased Premises, except as part of Lessees ordinary course of business; or
- exceed a maximum of 20 miles per hour speed limit on the Leased Premises in any motor vehicle.

IN WITNESS WHEREOF, the Lessor has hereunto set his hand and seal to this Lease Agreement, and the Lessee has caused this Lease Agreement to be executed by its duly authorized officers, all as of the date first set forth above.

Lessor:

Will M. Daniel
Will M. Daniel

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Lessee: **River Aggregates LLC**

By:

Title:

Managing Partner

Jerry Mccalip
jerry.mccalip@arcosa.com
February 22, 2021 02:25UTC
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STATE OF TEXAS §
COUNTY OF Montgomery §

I, Melissa Holman, Notary Public for said County and State, do hereby certify that Will M. Daniel personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 11th day of May, 2017.

M. Holman
Notary Public

My Commission Expires: 10-18-17

STATE OF TEXAS §
COUNTY OF Montgomery §



I, Melissa Holman, Notary Public for said County and State, certify that Rob Van Til personally came before me this day and acknowledged that he is Managing Partner of River Aggregates LLC, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Managing Partner, sealed with its corporate seal, and attested by himself as its Managing Partner.

Witness my hand and official seal, this the 11th day of May, 2017.

M. Holman
Notary Public

My Commission Expires: 10-18-17



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EXHIBIT A

That certain 168.863 acre tract of land lying and being situated in the Aaron Cherry League, Abstract No. 10, Liberty County, Texas; said interest being more particularly described in deed from Johnnie Snell Smith, et al. to Bill Daniel dated December 19, 1962, of record in Vol. 547, Page 442 of the Liberty County Deed Records, to which reference is hereby made for all purposes, **AS TO AND ONLY AS TO** that part of that certain 168.863 acre tract of land which lies generally north of the Liberty County blacktop road, commonly known as Plantation Ranch Road, also known as Daniel Ranch Road and/or CR 2132, that runs over, across, and through this said 168.863 acre tract of land, and which road is partially shown as Exhibit A to that certain Gift Deed dated January 3, 1986 ("Gift Deed"), as recorded in Vol. 1103, Page 410 of the Liberty County Deed Records. To further describe the part of the land which lies generally north of Plantation Ranch Road, it is the part of the 168.863 acre tract of land located on the opposite side of Plantation Ranch Road from where the Plantation Ranch Headquarters is located; the Headquarters is depicted on Exhibit A to the Gift Deed. [Snell Tract]

That certain fifty (50) acres of land, more or less, in the Aaron Cherry League, Abstract 10, Liberty County, Texas, and being the same land conveyed by Mrs. Gertrude H. Cummings, widow, to Bill Daniel, by deed dated October 16th, 1951, and recorded in Vol. 360, Page 2 of the Liberty County Deed Records. [Cummings Tract]

That certain 284.14 acres of land, more or less, out of the Aaron Cherry League, Abstract No. 10, Liberty County, Texas, as more fully described in that certain partition deed by and between Bill Daniel, et ux. and R. L. (Bob) Cruse, et. ux., dated May 21, 1949, recorded in Vol. 316, Page 302 of the Liberty County Deed Records, and being the same land deeded to Bill Daniel, on February 27, 1961, as recorded in Vol. 524, Page 328 of the Liberty County Deed Records, to which deed references are made for more particular description. [Hillside and East Woods Tract]

That certain nineteen hundred forty-three (1,943) acres of land, more or less, subject to the reservations in (1) deed dated December 15, 1981, Vol. 940, Page 644, (2) deed dated December 27, 1985, Vol. 1102, Page 823, and (3) deed dated January 3, 1986, as recorded in Vol. 1103, Page 397, collectively referred to as the "Gift Deeds", **AS TO AND ONLY AS TO** that part of that nineteen hundred forty-three (1,943) acres of land which lie north, northeast, and east of the Liberty County blacktop road, commonly known as Plantation Ranch Road, also known as Daniel Ranch Road and/or CR 2132, that runs over, across, and through this said nineteen hundred forty-three (1,943) acres of land, and which road is partially shown on Exhibit A to the Gift Deeds. To further describe the part of the land which lies north, northeast, and east of Plantation Ranch Road, it is the part of the nineteen hundred forty-three (1,943) acres of land located on the opposite side of Plantation Ranch Road from where the Headquarters is located; the Headquarters is depicted on Exhibit A to the Gift Deeds. [Break Tract]

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All of that part of Tract or Parcels (5), (6), (7), & (8) that were saved, excepted, and reserved to the Grantors (being Gov. Bill and his wife, Vara Faye Martin Daniel) in the four separate deeds listed below, all of which are recorded in the Liberty County Deed Records, AS TO AND ONLY AS TO that two hundred (200) foot wide strip of land lying alongside, adjacent to and contiguous with, the north, northeast, and east of the side of the Liberty County blacktop road, commonly known as Plantation Ranch Road, also known as Daniel Ranch Road and/or CR 2132, that runs over, across, and through that certain nineteen hundred forty-three (1,943) acres of land described in the four (4) deeds listed below, and which road is partially shown as Exhibit A to the four (4) deeds listed below; SAVE AND EXCEPT any part of that two hundred (200) foot wide strip of land, if any, lying west of that 168.863 acre tract more particularly described in deed from Johnnie Snell Smith, et al., to Bill Daniel date December 19, 1962, as recorded in Vol. 547, Page 442 of the Liberty County Deed Records, to which reference is hereby made for all purposes. [200 Foot Strip]

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Exhibit A-1

| RIVER AGGREGATES | | | |
|----------------------|--------------|---------|-----|
| WD PROPERTY BOUNDARY | | | |
| | Romney, TX | Liberty | |
| | May 10, 2017 | NTS | |
| | BCD | | 503 |



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EXHIBIT B

Payments of Prepaid Royalty and Excess Royalty

During the Initial Payment Period:

1. All Initial Payments shall be paid to Will Martin Daniel at address specified below.
2. Any Excess Royalty shall be paid according the Royalty Owner Allocation Percentage set forth below.

Following the Initial Payment Period:

1. \$4,000 of the Prepaid Royalty shall be paid to Will Martin Daniel for surface rent at the address specified below.
2. The rest of the Prepaid Royalty and any Excess Royalty shall be paid according to the Royalty Owner Allocation Percentage set forth below.

Royalty Owner Allocation Percentage

| Name | Address to send Payment | Percentage of Prepaid Royalty and Excess Royalty |
|-------------------------------|---|--|
| Will Martin Daniel | 20302 Sequoia Trace Spring, TX 77379 | 51.42% |
| William Martin Daniel Trust 1 | P.O. Box 87 Liberty, TX 77575 | 10.00% |
| Ann Daniel Rogers | P.O. Box 87 Liberty, TX 77575 | 10.00% |
| Susan Nanette Daniel | P.O. Box 87 Liberty, TX 77575 | 10.00% |
| Dani Daniel Brister | P.O. Box 87 Liberty, TX 77575 | 10.00% |
| William Daniel Rogers | P.O. Box 87 Liberty, TX 77575 | 1.43% |
| Daniel Martin Parker | P.O. Box 87 Liberty, TX 77575 | 1.43% |
| Catherine Rogers Kuchan | P.O. Box 87 Liberty, TX 77575 | 1.43% |
| Mollie Suellen Leavins | P.O. Box 87 Liberty, TX 77575 | 1.43% |
| Nanette King Headrick | P.O. Box 87 Liberty, TX 77575 | 1.43% |
| Hannah Haberle Thornton | P.O. Box 87 Liberty, TX 77575 | 1.43% |

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Exhibit C

RECLAMATION PLAN and MINING PLAN

The agreed upon RECLAMATION PLAN and MINING PLAN are attached separately hereto as the following:

Exhibit C-1 (map 501): Mining Plan

Exhibit C-2 (map 502): Reclamation Plan

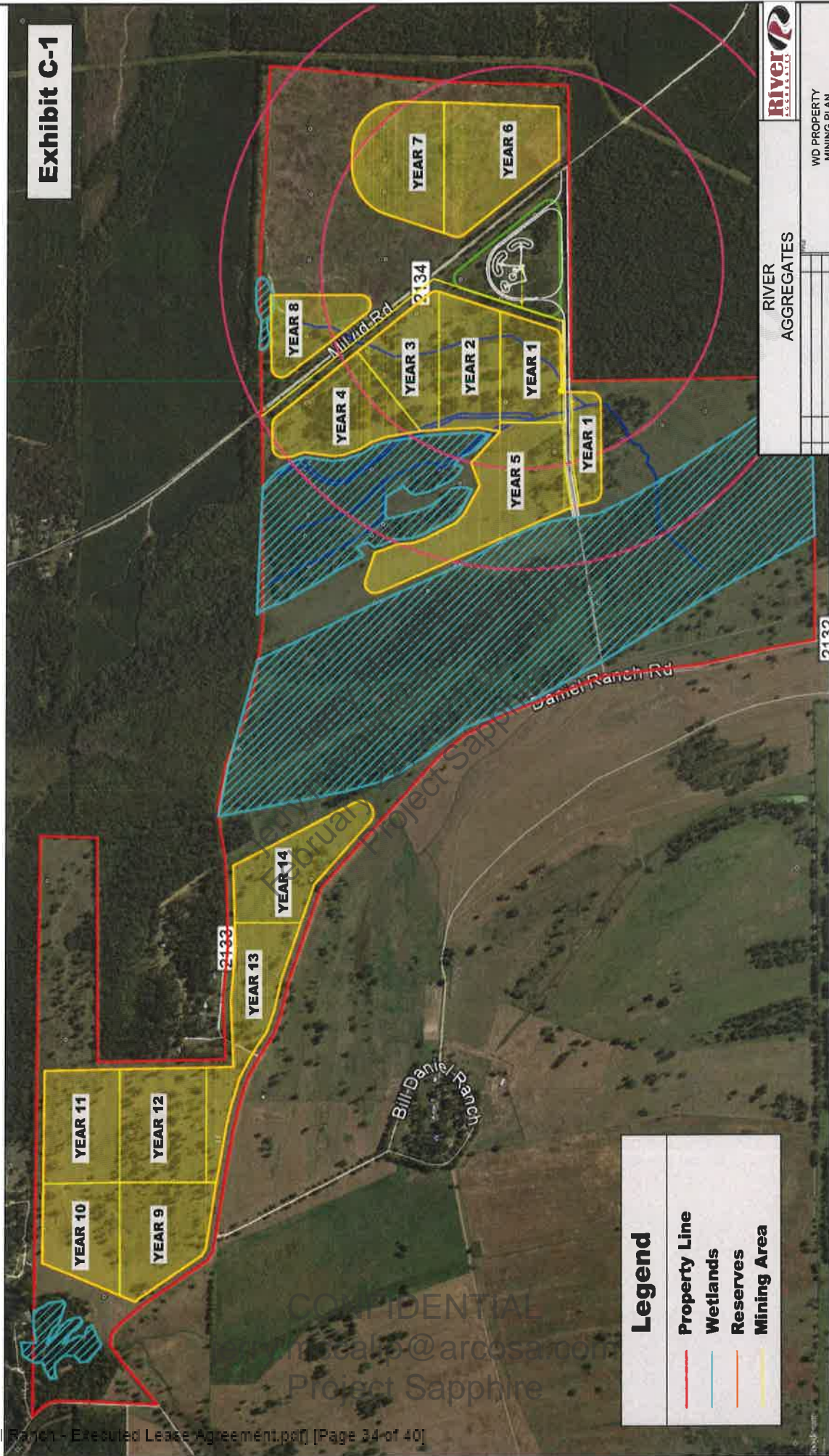
Jerry Mccalip
jerry.mccalip@arcosa.com
February 22, 2021 02:25UTC
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Exhibit C-1



Legend

- Property Line
- Wetlands
- Reserves
- Mining Area

| RIVER AGGREGATES | | WD PROPERTY MINING PLAN | |
|------------------|--|-------------------------|---------------|
| | | Location | Liberty |
| | | County | NTS |
| | | Date | April 5, 2017 |
| | | Drawn by | 600 |
| | | Sheet | 501 |

WmD



P.O. Box 8609
The Woodlands, Texas 77387

DANIEL RANCH LEASE
MINING PLAN

Attached to and made a part of the Mining Plan (Exhibit C-1, map 501), which is attached to the Lease Agreement dated May 11, 2017, by and between Will M. Daniel ("Lessor") and River Aggregates, LLC ("Lessee")

The following is the Mining Plan for the Daniel Ranch leased property located in Liberty County, Texas.

The reserves summary estimates approximately 10 million tons of raw recoverable resources yielding 6.4 million tons of concrete sand and gravel. The reserve data has been divided into (2) two main areas identified as areas West and East. The two areas to be mined are approximately 320 acres and are referenced on map 501.

Mining operations will begin on the East side property. Sometime in year (6) six, the dredge will be moved to the east side of CR 2134 and continue mining through approximately year (8) eight.

In approximately year (8) eight, the processing plant will be relocated to the West area where mining will continue until the balance of the reserves have been mined and the property has been reclaimed.

Stripping will be conducted utilizing excavators and off-road haul trucks. Overburden material will be pushed back into previously mined areas with a dozer and leveled.

The processing plant will consist of processing equipment currently available with the latest processing technology. Sand will be mined with a dredge and pumped to the plant. The material will first cross a scalping screen where oversize and gravel will be screened out and stockpiled. The balance of sand and water will be pumped to a density separator where the cut is made for concrete sand. The concrete sand cut will be discharged onto a high frequency dewatering screen and then discharged onto a conveyor system for stockpiling. The undersized material will be pumped to a cyclone separator to cut the sand from the slurry, and then fed onto another high frequency screen where the sand is discharged onto a conveyor system to be stockpiled. Any unusable waste sand will be pumped back to the pit and placed with the overburden for reclamation. Changes to the processing plant could change overtime due to changes in the market, the deposit, the regulatory environment, or technology

Sales and production tons of concrete sand and gravel are scheduled at 400,000 to 500,000 tons per year. This Mining Plan is a fluid plan and is subject to changes throughout the mining process, subject to agreement by the Lessor and Lessee; however, within the boundaries of the mining plan, it is understood the Lessee may not follow their

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current year-to-year plan, and slight deviations are anticipated and do not require approval by Lessor. Notwithstanding anything in the Lease Agreement, Reclamation Plan, or Mining Plan to the contrary, in no event shall the perimeter of the Mining Plan be expanded to include additional land without the express, written consent by Lessor and Lessee.

ADDITIONAL NOTES:

1. Landowner agrees that no cattle operations can take place in active mining areas.
2. The house located on the Snell property must be relocated no later than the date by which Lessee will begin mining operations on the Snell property; however, at Lessor's option, the house shall be allowed to remain where it is until such time. Lessee agrees to pay for the relocation of the house located at a cost not to exceed \$10,000 (ten thousand dollars). Lessee shall also be responsible for decommissioning the water well, electrical utility, and septic system associated with the house, and also the removal of the existing wooden fence in front of the house, and the construction of a barbed wire fence in its place to serve as a boundary between the Snell property and CR 2132, aka "Daniel Ranch Road." The barbed wire fence shall be built in an identical manner as the existing barbed wire fence which serves as a boundary between the remainder of the Snell property and Daniel Ranch Rd.

Should Lessor decide to not physically move the house located on the Snell property, Lessee shall (a) pay Lessor \$10,000 (ten thousand dollars) as a one-time payment (in addition to any other payment(s) required by the lease), such payment representing the loss of use of the house; and (b) Lessee may use, take possession of, relocate, deconstruct, burn down, or otherwise do with the house whatever Lessee on its own shall decide.

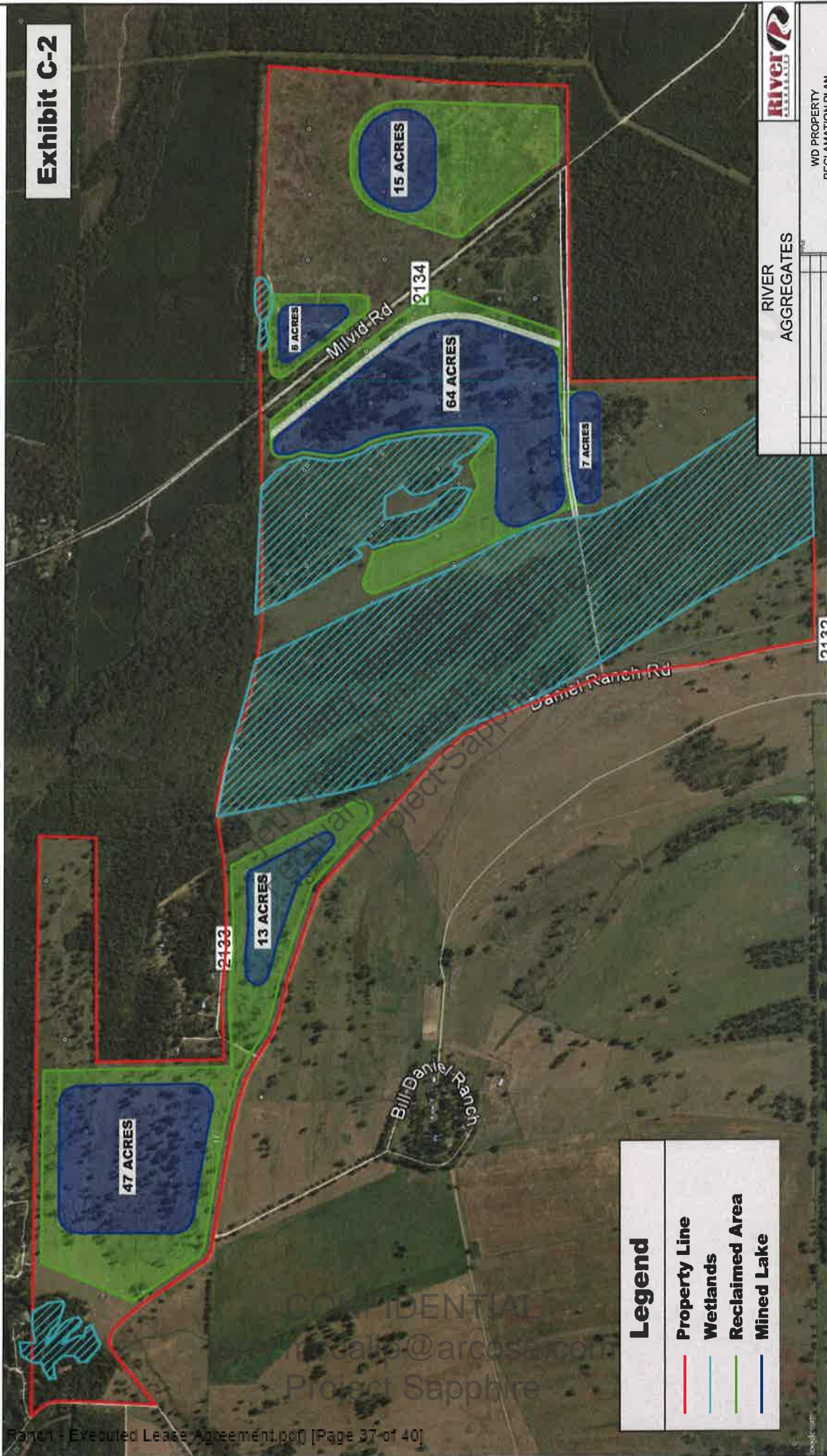
3. Any improvements to the land made prior to the execution of the lease that will be removed by the operator/lessee, (culverts, cattle guards, ect.) will be returned to the landowner unless they are no longer in working or useable condition upon removal.
4. Upon completion of the mining of the eastern reserves (but west of CR 2134, aka "Milvid Rd"), the 7 acre pond shown on map 502 shall be connected with the 64 acre pond in such a manner that the 7 acre pond does not become a stagnant body of water. It is anticipated that at least two large culverts (of a size no smaller than that which currently lies beneath "Sunday Road," being that road that provides access to the Leased Premises from Daniel Ranch Road will be placed beneath the road so that the 7 acre pond is connected with the 64 acre pond. The culverts should be set in a manner to allow for circulation of water, e.g. one culvert will be placed toward the west side of the 7 acre pond, and one culvert more to the east side of the pond.

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Exhibit C-2



| Legend | |
|--------------------------------------|----------------|
| — | Property Line |
| — | Wetlands |
| — | Reclaimed Area |
| — | Mined Lake |

| RIVER AGGREGATES | |
|------------------------------|----------------|
| WD PROPERTY RECLAMATION PLAN | |
| Location | Liberty |
| County | Rockwall, TX |
| Date | April 10, 2017 |
| Scale | NTS |
| Drawn by | BCD |
| Sheet No. | 502 |

2

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The Woodlands, Texas 77387

DANIEL RANCH LEASE
RECLAMATION PLAN

Attached to and made a part of the Reclamation Plan (Exhibit C-2, map 502), which is attached to the Lease Agreement dated May 11, 2017, by and between Will M. Daniel ("Lessor") and River Aggregates, LLC ("Lessee")

The following is the Reclamation Plan for the Daniel Ranch leased property located in Liberty County, Texas.

Quality topsoil if available will be stripped and stockpiled in strategic areas throughout the mining area so that it will be readily accessible to be placed over reclaimed areas as they become available. Overburden will be excavated, hauled and dumped into previously mined areas. Plant waste and fines will be pumped via pump and pipeline back to previously mined areas along with the stripped overburden. The reclaimed areas will be reclaimed to approximately 1 to 2 feet above the original elevation. Drainage will be incorporated in the reclaimed areas to facilitate adequate and proper drainage from storm water runoff. Finished areas will be shaped and graded smooth and level. Areas around open water will be sloped to a 3:1 slope to the water; and the land immediately west of CR 2134 ("Milvid Road") shall be reclaimed so that the original elevation extends westerly from Milvid Road no less than 200' (two hundred feet) from the fence line. It will be necessary to maintain a 4 foot berm or levee on any areas adjacent to active mining lakes. This is an MSHA requirement to prevent anyone from accidentally falling or driving off into an active mine site.

The reclamation process will be an ongoing process whereas most reclamation will follow the mining path.

The Reference map 502 shows the proposed areas that will be considered reclaimed areas and the areas that will be left as lake areas. This Reclamation Plan is a fluid plan and is subject to changes throughout the mining process, subject to agreement by the Lessor and Lessee; however, within the boundaries of the mining plan, it is understood the Lessee may not follow their current year-to-year plan, and slight deviations are anticipated and do not require approval by Lessor. Notwithstanding anything in the Lease Agreement, Reclamation Plan, or Mining Plan to the contrary, in no event shall the perimeter of the Mining Plan be expanded to include additional land without the express, written consent by Lessor and Lessee. Changes would be updated annually.

In the duration of mining operation there may be reason to make changes to the proposed mining and reclamation plans that may require agreement by both parties. River

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Aggregates proposes a "CHANGE OF PLAN" Form that would be utilized to address, agree upon, and record any changes in the mining and reclamation plan. The CHANGE OF PLAN Form to be utilized is attached hereto.

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February 22, 2021 02:25UTC
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DANIEL RANCH MINING LEASE

CHANGE OF PLAN FORM

THIS FORM IS PREPARED TO FACILITATE ANY CHANGES IN THE MINING AND RECLAMATION PLANS AS DETAILED IN THE LEASE.

ANY CHANGES WILL BE DESCRIBED WITH DETAILS IN THE BOX BELOW. OFFICIAL REPRESENTATIVES FROM EACH PARTY TO THE LEASE (LESSEE AND LESSOR) WILL AGREE ON THE CHANGES REQUESTED AND SIGN BELOW AS CONFIRMATION OF AGREED UPON CHANGES.

DESCRIPTION OF CHANGE

Jerry Mccalip
jerry.mccalip@arcosa.com
February 22, 2021 02:25UTC
Project Sapphire

ACCEPTED:

LESSEE REPRESENTATIVE:

LESSOR REPRESENTATIVE:

DATE:

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jerry.mccalip@arcosa.com

DATE:

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SECOND AMENDMENT TO MINERAL AGREEMENT AND LEASE

THIS **SECOND AMENDMENT TO MINERAL AGREEMENT AND LEASE** (this "**Second Amendment**") is entered into by and between **Daniel Land Company, LLC**, a Texas limited liability company, and **Will M. Daniel** (collectively referred to herein as "**Lessor**"), and **River Aggregates, LLC**, a Delaware limited liability company ("**Lessee**"), as of September 18, 2020 ("**Effective Date**").

RECITALS:

WHEREAS, **WILL M. DANIEL**, as Optionor, and **RIVER AGGREGATES, LLC**, as Optionee, entered into that certain Option Agreement dated April 29, 2016 ("**Option Agreement**"), whereby Optionor provided Optionee with the exclusive right to exercise an option to lease Lessor's property in Romayor, Texas; and

WHEREAS, Optionee exercised its option to lease some of Optionor's property, and in furtherance thereof **WILL M. DANIEL**, as Lessor, and **RIVER AGGREGATES, LLC**, as Lessee, entered into that certain **MINERAL AGREEMENT AND LEASE** ("**Lease Agreement**") as of the Effective Date, the form of which was previously agreed to and accepted and included as an exhibit to the *Option Agreement*; and

WHEREAS, **WILL M. DANIEL** conveyed the SURFACE ONLY of the Leased Premises to **DANIEL LAND COMPANY, LLC**, by that certain *Warranty Deed* executed June 28, 2017, recorded as Instrument No. 2017012877 in the Official Public Records of Liberty County, Texas; and as such **DANIEL LAND COMPANY, LLC** is the current owner of the SURFACE ONLY of the Leased Premises, and **WILL M. DANIEL** retains the ownership of the Leased Premises as to any executory rights associated with the Aggregate (as that term is defined in Section 2.A. of the Lease) located thereunder; and based on the nature of the Lease Agreement, **DANIEL LAND COMPANY, LLC** and **WILL M. DANIEL** are hereinafter considered for all purposes and are collectively referred to as "**Lessor**";

WHEREAS, Lessor and Lessee amended the *Lease Agreement* by that certain Amendment to Mineral Agreement and Lease, entered into November 16, 2017, but effective as of May 11, 2017 ("**First Amendment**"); and

WHEREAS, the parties desire to further amend the Lease as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual benefits accruing to the parties hereto, the *Lease Agreement* is amended as follows:

Paragraph 2. Rights of Lessee. is deleted in its entirety and replaced with the following (sub-paragraphs 2.A. through 2.I. remain as written in the original Lease Agreement):

2. **Rights of Lessee.** Lessor does hereby lease unto Lessee all of the Lessor's right, title and interest in and to the Aggregate in and under the Leased Premises, during the initial term and any renewal terms of this Lease Agreement, primarily for the operation and maintenance of a rock, stone, gravel, sand and soil processing plant. Without limiting the foregoing, Lessee shall have:

[followed by sub-paragraphs 2.A. through 2.I.]

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Paragraph 2. Rights of Lessee. is further amended by inserting the following immediately after sub-paragraph 2.I.:

Insofar and only insofar as it relates to Lessee's rights to use the Leased Premises for the purpose set forth in this Paragraph 2, as provided for herein, Lessee's rights shall be superior to Lessor's rights such that Lessor may exercise any of its rights, only so long as and to the extent they do not unreasonably interfere with or delay the Lessee's operations according to the rights provided for in this Lease Agreement or otherwise increase Lessee's obligations or liabilities or decrease Lessee's rights hereunder.

Paragraph 7. Right of Lessor. is deleted in its entirety and replaced with the following, except as otherwise noted hereinbelow:

7. **Rights of Lessor.** Subject to Lessee's rights to use the Leased Premises as provided for herein, Lessor retains all of its right, title and interest in and to the Leased Premises. As provided for in Paragraph 2, Lessor may exercise any of its rights, only so long as and to the extent they do not unreasonably interfere with or delay the Lessee's operations according to the rights provided for in this Lease Agreement or otherwise increase Lessee's obligations or liabilities or decrease Lessee's rights hereunder. Notwithstanding the foregoing, except as set forth in Paragraph 7(B) and 7(C) below, Lessor shall not lease or otherwise grant any occupancy right(s), whether commercial or residential, to the surface of the Leased Premises, insofar and only insofar as to the surface lying within the Mining Area depicted on Exhibit C-1 (map 501) or constituting any private roads or other accessway to such Mining Area, to any party without the prior written consent of Lessee, which consent shall not be unreasonably withheld, conditioned or delayed; provided that such consent is hereby deemed given with respect to the house located on the Snell property.

A. If Lessor or his heirs, executors, administrators, grantees, successors or assigns at any time during the term of this Lease Agreement, or any extension thereof, desires to sell, lease or otherwise transfer, convey, or assign all or any portion of the Leased Premises pursuant to a bona

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fide offer to purchase all of the Leased Premises or a bona fide offer by Lessor to sell all of the Leased Premises, Lessor shall give Lessee ninety (90) days' notice in writing of any such bona fide offer to purchase or sell, setting forth the amount of the proposed purchase price and all of the other terms and conditions of such offer to purchaser sell (including, where a written offer has been made, a copy of the written offer), and Lessee shall have the first option to purchase the Leased Premises by giving written notice to the Lessor of Lessee's election to purchase the Leased Premises within forty-five (45) days from receipt by Lessee of Lessor's written notice of its election to sell the Leased Premises. Lessee's first option to purchase shall be on the same terms and conditions as Lessor's bona fide offer to purchase or sell. If Lessee does not elect to exercise its first option to purchase within the forty-five (45) day period this Lease Agreement and all of its terms and conditions shall nevertheless remain in full force and effect and any purchaser or other transferee of the Leased Premises shall be bound by this Lease Agreement. The right of first refusal set forth herein shall apply to each offer to purchase, sell lease, option or otherwise transfer by Lessor and shall require compliance by Lessor with this provision with respect to any re-offering of the Leased Premises, counter-offer, or subsequent offer after Lessee's election not to purchase with respect to an original offer. The provisions of this right of first refusal shall survive any transfer of the Leased Premises to any party and shall require compliance by such party with the provisions of this paragraph.

B. Lessor shall be able to continue using that portion of the Leased Premises which is not required for active mining operations for agricultural operations up until the time said portion of the Leased Premises is required for mining, provided that (i) at Lessor's cost, Lessee be named as an additional insured party by Lessor or those to whom Lessor may lease part(s) of the Leased Premises for agricultural operations, with such insurance coverages being same or better than that attached to this Second Amendment as Exhibit A-1; and (ii) such agricultural operations do not unreasonably interfere with Lessee's operations. Lessor shall be responsible for notifying any and

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all such agricultural users of the commencement of mining operations and for causing such users to vacate the portion of the Leased Premises to be used for mining. Lessor shall be responsible for and shall indemnify, defend and hold Lessee harmless against any and all claims for damages, liabilities or costs incurred by Lessee as a result of the use of the Leased Premises pursuant to this Paragraph 7(B).

C. Lessor shall continue to be able to hunt and trap hogs on the Leased Premises, provided that (i) no hunting whatsoever and no firearms whatsoever are allowed in an active mine area and/or the area including the associated plant and equipment yard; (ii) no hunting shall be authorized in the area depicted as Area 1 on the Exhibit D-1, attached hereto and incorporated herewith, while the plant and processing equipment are located in Area 1; likewise, no hunting shall be authorized in the area depicted as Area 2 on the Exhibit D-1 when mining is occurring there; and no hunting shall be authorized in the area depicted as Area 3 on the Exhibit D-1 when mining is occurring there; and no hunting shall be authorized in the area depicted as Area 4 during on the Exhibit D-1 when mining is occurring there; provided, however, that Lessor can hunt on any pasture at any time and with any method upon written authorization by Lessee, which may include restrictions such as methods and placement of hunting blinds; (iii) at Lessor's cost, Lessee be named as an additional insured party by Lessor or those to whom Lessor may lease part(s) of the Leased Premises for hunting, with such insurance coverages being same or better than that attached to this Second Amendment as Exhibit A-2; and (iv) Lessor shall require all person(s) hunting or engaging in any hunting-related activities to execute a Waiver and Release and Liability as set forth on Exhibit B prior to participating in such activities. Lessor shall be responsible for and shall indemnify, defend and hold Lessee harmless against any and all claims for damages, liabilities or costs incurred by Lessee as a result of the use of the Leased Premises pursuant to this Paragraph 7(C).

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Paragraph 10. Insurance. is deleted in its entirety and replaced with the following:

10. **Insurance.** Lessee shall obtain and maintain a policy of general public liability insurance for the joint benefit of Lessor and Lessee in an amount not less than One Million Dollars (\$1,000,000.00) single limit for injury or death and property damage. **DANIEL LAND COMPANY, LLC** shall be named an additional insured. A copy of the policy shall be provided to Lessor before Lessee establishes a presence on the Leased Premises. In addition, Lessee shall be entitled at its election to obtain fire and extended coverage insurance with respect to the Leased Premises and any fixtures or equipment located thereon. Lessor shall have no claim or interest in such insurance or the proceeds of it and agrees to sign any documents reasonably necessary to effectuate this Lease Agreement. Lessee shall provide Lessor evidence of insurability (i.e. copy of insurance certificate) not less than once per period of time the insurance is in effect; so if the policy is issued annually, then Lessee shall provide Lessor evidence of insurability once per year. If evidence of insurability is not provided within 10 days following a written request therefore, Lessee, by acceptance of this Lease Agreement, agrees to pay as partial liquidated damages to Lessor, the sum of One Hundred Dollars (\$100.00) for each day that Lessee fails to provide such evidence of insurability, together with interest on the cumulative amount at the highest rate allowed by law from the date due until paid, plus all costs of collection, including reasonable and actual attorneys' fees and all such sums shall be payable out of Lessee's share of Aggregate sales hereunder.

Lessee shall at all times maintain the insurance required herein in effect until such time as Lessee and Lessor have mutually agreed in writing that the Leased Premises has been reclaimed in accordance with the terms of the Lease Agreement, as amended, and Lessee ceases to have a presence on the Leased Premises. Notwithstanding anything else herein to the contrary, Lessee's failure to maintain the insurance will result in Lessee being in default pursuant to Paragraph 14. **Default.** of the Lease Agreement; and notwithstanding Lessee's right to cure the default, Lessee agrees to pay as partial liquidated damages to **DANIEL LAND COMPANY, LLC**, the sum of One

Hundred Dollars (\$100.00) for each day that Lessee does not maintain the insurance, together with interest on the cumulative amount at the highest rate allowed by law from the date due until paid plus all costs of collection, including reasonable and actual attorneys' fees and all such sums shall be payable out of Lessee's share of Aggregate sales hereunder.

Paragraph 13. Taxes, is deleted in its entirety and replaced with the following:

13. **Taxes**. Except as otherwise provided for herein, Lessor shall be responsible for all taxes and assessments levied on the Leased Premises; provided, however, that Lessee shall be responsible for (i) all taxes or assessments that may be made against Lessee's machinery, equipment and other personal property or structures used or placed on the Leased Premises; (ii) all taxes on any improvements to the Leased Premises, whether such improvements be deemed real or personal property; (iii) all taxes levied directly or indirectly on the minerals extracted from the Leased Premises; (iv) all taxes which may become due as a result of a change of use associated with Lessee's operations (e.g. "rollback taxes") from and after the Effective Date, provided that Lessee is afforded prompt notice of any such rollback and given the opportunity to file a tax protest to same, to which Lessor shall use its best efforts to cooperate in any such tax protest, including filing same on Lessee's behalf should Lessee provide such tax protest to Lessor within any applicable time limitations. In addition, in the event, after the Effective Date, the property taxes assessed on the Leased Premises increase due to improvements and/or alterations made to the Leased Premises by Lessee or a change of use associated with the Lessee's operations, Lessee shall pay **DANIEL LAND COMPANY, LLC** an amount equal to the incremental increase in property taxes attributable to the Lessee's improvements and/or alterations made to the Leased Premises; by way of illustration, and not to be considered a limitation, if Lessor was paying \$100 in property taxes during such time as an agricultural exemption(s) was in effect, and following a rollback caused by Lessee's operations Lessor is now paying

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\$150 in property taxes, then Lessee shall pay \$50 to **Daniel Land Company, LLC**. Lessee shall be relieved of its obligations to pay **DANIEL LAND COMPANY, LLC**, such payments associated with the incremental increase in property taxes on an area-by-area basis (as such areas are shown on Exhibit D-1) upon Lessee completing the reclamation for any such area required by the Reclamation Plan and turning such area back over to Lessor for Lessor's exclusive use and such area to no longer to be burdened by Lessee's rights as provided for in Paragraph 2; by way of illustration, and not to be considered a limitation, if Lessee completes the reclamation associated with Areas 1 and 2 (*it being understood that plant and processing equipment will be located in Area 1 during the mining of Area 2*) and has turned such areas back over to Lessor for Lessor's exclusive use and no longer to be burdened by Lessee's rights as provided for in Paragraph 2, Lessee shall be relieved of its obligations with respect to any incremental increase in property taxes with respect to such Areas 1 and 2. During such time period(s) that Lessee shall be responsible for the incremental increase in property taxes provided for herein, Lessor agrees to use its best efforts and cooperate with Lessee in filing any such tax protest that Lessee may wish to make, including filing same on Lessee's behalf should Lessee provide such tax protest to Lessor within any applicable time limitations.

Paragraph 20. Reclamation. is deleted in its entirety and replaced with the following:

20. **Reclamation.** Notwithstanding anything else herein to the contrary, upon the termination or expiration of this Lease Agreement and any renewals thereof, Lessee shall reclaim the Leased Premises pursuant to the Reclamation Plan, attached hereto as Exhibit C and made a part hereof. Lessee shall also reclaim the Leased Premises pursuant to the applicable Mine Plan and regulations applicable to it, if any. Lessee shall not be required by virtue of this Agreement to comply with any regulations which may be hereafter adopted, unless such regulations are made specifically applicable to Lessee's Mine Plan by the federal, state or local agency having jurisdiction thereof.

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Notwithstanding anything else herein to the contrary, Lessee's obligation to perform reclamation work pursuant to this Section 20 (Reclamation) and in accordance with the Reclamation Plan attached hereto shall survive termination of this Lease Agreement. Due to the long-term nature of this Lease Agreement and the mining and reclamation to be performed pursuant hereto, until the reclamation required by the Reclamation Plan is completed, Lessee shall carry either a (i) performance bond or (ii) irrevocable letter of credit (the foregoing hereinafter being referred to as "Financial Security"), both of which shall be in an amount not less than Two Hundred Fifty Thousand US dollars (\$250,000.00). The form of Financial Security provided by Lessee shall name **DANIEL LAND COMPANY, LLC** as the obligee (in the case of a performance bond) or beneficiary (in the case of an irrevocable letter of credit), whichever is applicable. Subject to any applicable notice and cure period set forth in Paragraph 14 of the Lease Agreement, **DANIEL LAND COMPANY, LLC** shall be authorized to collect the Financial Security upon demonstrating that Lessee has not fulfilled its obligation to reclaim the Leased Premises in accordance with the provisions of the Lease Agreement, as amended. Lessee shall provide Lessor with proof of Financial Security no less than annually, beginning with the first anniversary of the Lease Agreement. If not provided within 10 days following a written request therefore, Lessee, by acceptance of this Lease Agreement, agrees to pay as partial liquidated damages to Lessor, the sum of One Hundred Dollars (\$100.00) for each day that Lessee fails to provide such Financial Security, together with interest on the cumulative amount at the highest rate allowed by law from the date due until paid, plus all costs of collection, including reasonable and actual attorneys' fees and all such sums shall be payable out of Lessee's share of Aggregate sales hereunder. Lessee's choice of surety companies shall be limited to only those acceptable on Federal and/or State of Texas bonds.

Lessee shall at all times maintain the Financial Security in effect until such time as Lessee and Lessor have mutually agreed in writing that the Leased Premises has been reclaimed in accordance with the terms of the Lease Agreement, as amended. Notwithstanding anything else

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herein to the contrary, Lessee's failure to maintain the Financial Security will result in Lessee being in default pursuant to Paragraph 14. **Default.** of the Lease Agreement; and notwithstanding Lessee's right to cure the default, Lessee agrees to pay as partial liquidated damages to **DANIEL LAND COMPANY, LLC**, the sum of One Hundred Dollars (\$100.00) for each day that Lessee does not maintain the Financial Security, together with interest on the cumulative amount at the highest rate allowed by law from the date due until paid plus all costs of collection, including reasonable and actual attorneys' fees and all such sums shall be payable out of Lessee's share of Aggregate sales hereunder.

Paragraph 23. Successors and Assigns. is deleted in its entirety and replaced with the following:

23. **Successors and Assigns.** This Lease Agreement shall be binding upon all of Lessor's successors, assigns, heirs, executors, and administrators, and shall survive Lessor's death or incompetency, and shall survive any transfer of title by Lessor. Lessee's rights hereunder may not be assigned in whole or in part without the prior written consent of Lessor, which may not be unreasonably withheld. Any assignment by Lessee not made in accordance with this paragraph shall be null and void ab initio and of no effect, and any interest attempted to be assigned shall automatically be reassigned to the assignor in any such assignment. Notwithstanding anything herein to the contrary, Lessee shall have the right, without Lessor's consent, to assign the Lease or sublet the Leased Premises: (i) to a parent, subsidiary, and/or affiliate of Lessee; or (ii) a successor in connection with a merger, consolidation, reorganization, restructuring or direct or indirect sale of Lessee or of all or substantially all of the assets of Lessee.

Paragraph 30. Confidentiality. is added to the Lease Agreement as follows:

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30. **Confidentiality**. No party shall disclose the terms and conditions of this Lease Agreement without the prior written consent of the other party other than such disclosures made to (a) the employees, lenders, agents, servants, counsel, contractors or accountants of the receiving party, its affiliates, its members or its member's Affiliates who need to know in order to implements and administer this Lease Agreement, and who also agree in writing to maintain the confidentiality of this Lease Agreement; (b) as required to comply with applicable laws, rules, and regulations or court orders; or (c) as required to enforce a party's rights under this Lease Agreement. Notwithstanding any other provision in this Lease Agreement to the contrary, (i) either party (including its members) may disclose all terms and conditions of this Lease Agreement to any third party where such third party is a potential bona fide purchaser or user of all or a portion of a party's (or its respective members') assets affects by this Lease Agreement; provided that such party shall execute a confidentiality agreement with such third party, containing terms no less stringent than those provided herein.

The parties agree that this *Second Amendment* is not to be recorded in the public records of any county, including where the Leased Premises are situated; if Lessee prefers to have a recordable instrument, the parties will execute a recordable *Memorandum of Second Amendment* agreeable to both parties which shall give public notice of this *Second Amendment*. Recording of the *Memorandum of Second Amendment* shall be at Lessee's expense.

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Lease Agreement.

Insofar and only insofar as it relates to the subject matter amended by this *Second Amendment*, this *Second Amendment* shall supersede and replace any prior amendments related to or effecting the *Lease Agreement*. Except as amended hereby, all other terms, conditions, consideration and provisions of the *Lease Agreement*, as amended, shall remain unchanged and in full force and effect. In the event a conflict exists between the *Lease Agreement*, as amended, and this *Second Amendment*, this *Second Amendment* shall control and prevail.

This *Second Amendment* is entered into by and between Lessor and Lessee as of their respective signatures below, but this *Second Amendment* shall be effective for all purposes as of Effective Date.

This *Second Amendment* constitutes the entire agreement and understanding between the parties hereto relating to the subject matter hereof, and all prior agreements, proposals, negotiations, understandings and correspondence between the parties in this regard, whether written or oral, are hereby superseded and merged herewith.

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This *Second Amendment* may be executed in any number of counterparts with the same effect as if all parties hereto executed the same instrument, each of which shall be deemed to be an original, and all of such counterparts shall constitute one instrument. No party shall be bound until such time as all of the parties hereto have executed counterparts of this *Second Amendment*. To facilitate execution of this *Second Amendment*, the parties hereto may execute and exchange by electronic mail PDF, counterparts of the signature pages. Signature pages may be detached from the counterparts and attached to a single copy of this *Second Amendment* to physically form one document.

LESSEE:

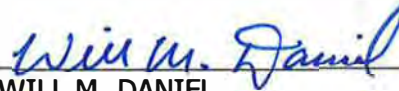
RIVER AGGREGATES, LLC



ROB VAN TIL, Managing Partner

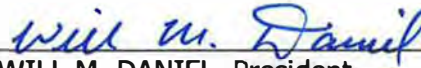
LESSOR:

WILL M. DANIEL



WILL M. DANIEL

DANIEL LAND COMPANY, LLC



WILL M. DANIEL, President

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Exhibit B

*Attached to and made a part of that certain SECOND AMENDMENT
TO MINERAL AGREEMENT AND LEASE dated effective September 18, 2017*

Form of Waiver and Release of Liability

Name: _____ Birth Date: ____/____/____ Age: ____ Sex: ____
Address: _____ City: _____ State: ____ Zip: _____
Home or Mobile Phone: (____) _____

Name of Parent or Legal Guardian (if a minor) or Name of Person to be contacted in case of Emergency:

Address: _____
City: _____ State: _____ Zip Code: _____
Home Phone: (____) _____ Mobile Phone: (____) _____

PER TEXAS CIVIL PRACTICE AND REMEDIES CODE CHAPTER 75A: I UNDERSTAND AND ACKNOWLEDGE THAT AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES. I UNDERSTAND THAT I HAVE ACCEPTED ALL RISK OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM AGRITOURISM ACTIVITIES.

1. I understand that I have been granted the limited permission to enter upon those certain tracts of land described on Exhibit "A", commonly known as "Hillside Ranch", located in Liberty County, Texas, and further described on Exhibit "A," attached hereto and incorporated herein for any and all purposes (hereinafter referred to as the "PROPERTY"), which said PROPERTY is owned by ***Daniel Land Company, LLC*** (hereinafter collectively referred as the "OWNER"), for the purpose of participating in any and all agritourism activities and/or outdoor activities including, but not limited to hunting, hiking, operating or being a passenger on an all-terrain vehicle ("ATV"), shooting, or any other outdoor recreational activity or any and all similar or associated activities incidental to an outdoor recreational activity or any activity contemplated pursuant to this Paragraph 1 (collectively the "ACTIVITY").
 - a. Notwithstanding anything else herein to the contrary, for purposes of this Agreement, "OWNER" shall include, but not be limited to, ***Daniel Land Company, LLC***, its owner(s) (including, but not limited to, ***Will Martin Daniel***), agents, employees, guests, and invitees, lessees (including, but not limited to, ***River Aggregates, LLC***), and representatives, including the agents, contractors and subcontractors, employees, insurers and representatives of each of the foregoing, including the successor, heirs, and assigns of all of the foregoing.
2. I am aware that the ACTIVITY constitutes a calculated risk to the participants therein, and that such ACTIVITY involves inherent risks and dangers, including the possibility of SERIOUS BODILY INJURY OR DEATH.
3. I understand the potentially dangerous nature of such ACTIVITY; and I understand that participation in the ACTIVITY always involves a risk of bodily injury to myself and other participants or bystanders, as well as the risk of damaging the property of others (including property of the OWNER). I voluntarily and freely choose to incur such risk(s) and the dangers involved therein and/or resulting therefrom.
4. In consideration of being granted permission to participate in the ACTIVITY on the PROPERTY, I hereby release the OWNER from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of any damages, both in law and in equity, in any way arising from, but not limited to personal injuries, conscious suffering, death, or property damage sustained by me or any other person(s) arising out of my participation in the ACTIVITY or presence on the PROPERTY, and I expressly waive all claims that I may have against the OWNER or their heirs,

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successors or assigns for each and all of the foregoing. The foregoing RELEASE by me from liability includes any losses, damages, or injuries (including death) resulting from the negligence of the OWNER, and from any negligent cause or causes controlled by them.

5. I understand that the PROPERTY consists of developed and undeveloped and untamed land, and I access the PROPERTY on an "AS IS" condition and further, I understand that some of the ACTIVITY contemplated herein is deemed a dangerous activity and that there may be hidden hazards, including but not limited to, dangers such as holes, fence wire, snakes, alligators, wells, swamps, brush, ponds, harmful plants, poisonous animals, insects, bats, other wild animals, unauthorized careless persons on the land, other hunters, and/or other risks that may be dangerous, injure me or cause death and that I assume all these risks as my own responsibility, without recourse against the OWNER, or their heirs, successors, or assigns. I acknowledge and agree that although OWNER may have a greater knowledge of the PROPERTY than myself, that it is impracticable and impossible for OWNER to list and/or to physically show me each and every possible hazard on the property, and I enter onto the PROPERTY despite the hazards at my own risk and without any liability of OWNER. Furthermore, I promise to exercise the highest standard of care in being watchful and alert for potential dangers to myself, to other persons, and to the property of others (including the OWNERS), so that no injuries or losses shall occur. I agree that I will not institute any suit or action at law, in equity, or otherwise against the OWNER or their heirs, successors, or assigns, and that I will not initiate or assist in the prosecution of any claims for damages by reason of injury to my person or to my property arising from negligence or the negligent activities of the OWNER contemplated by this RELEASE AND WAIVER OF LIABILITY (hereinafter referred to as the "Agreement").
6. I also agree for myself, my heirs, personal representative and assigns, to indemnify and hold harmless the OWNER and their heirs successors and assigns, from any and all losses, claims, demands, actions, or proceedings of any kind which may be initiated by me or by any other person or organization on my behalf or on behalf of others relying upon my right or entitlement; and as part of this indemnity and hold harmless, I include reimbursement of all legal costs and reasonable attorneys' fees incurred by the OWNER, arising directly or indirectly from my acts or omissions while engaged in the ACTIVITY contemplated by this Agreement. In addition, I agree to be fully responsible, and shall reimburse OWNER, for any damage to any real or personal property or livestock on the PROPERTY occurring as a result of my acts or omissions while engaged in the ACTIVITY contemplated by this Agreement.
7. I agree and acknowledge that the terms and conditions of the above provisions, including my ASSUMPTION OF RISK, my RELEASE FROM LIABILITY, my COVENANT NOT TO SUE, and my INDEMNITY AND HOLD HARMLESS, shall continue in full force and effect at all times, and from time to time during which I am engaged in the ACTIVITY contemplated by this Agreement on the PROPERTY, and this Agreement shall be binding on my heirs, personal representatives, and the assigns of me or my estate.

I HAVE READ AND DO UNDERSTAND EACH PROVISION OF THE FOREGOING this ____ day of _____,
20____.

Printed Name: _____ Signature: _____

IF THE ABOVE SIGNED INDIVIDUAL IS A MINOR, THE CONSENT OF THE PARENT OR LEGAL GUARDIAN IS REQUIRED

I HAVE READ AND DO UNDERSTAND EACH PROVISION OF THE FOREGOING this ____ day of _____,
20____.

Printed Name: _____ Signature: _____

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EXHIBIT A

*Attached to and made a part of that certain
Form of Waiver and Release of Liability*

Hillside Ranch

Those certain tract(s) of land owned by ***Daniel Land Company, LLC***, located within the Aaron Cherry Survey, A-10, and the A M De La Jarza Survey, A-63, commonly known as “Hillside Ranch”, in Liberty County, Texas.

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Exhibit C

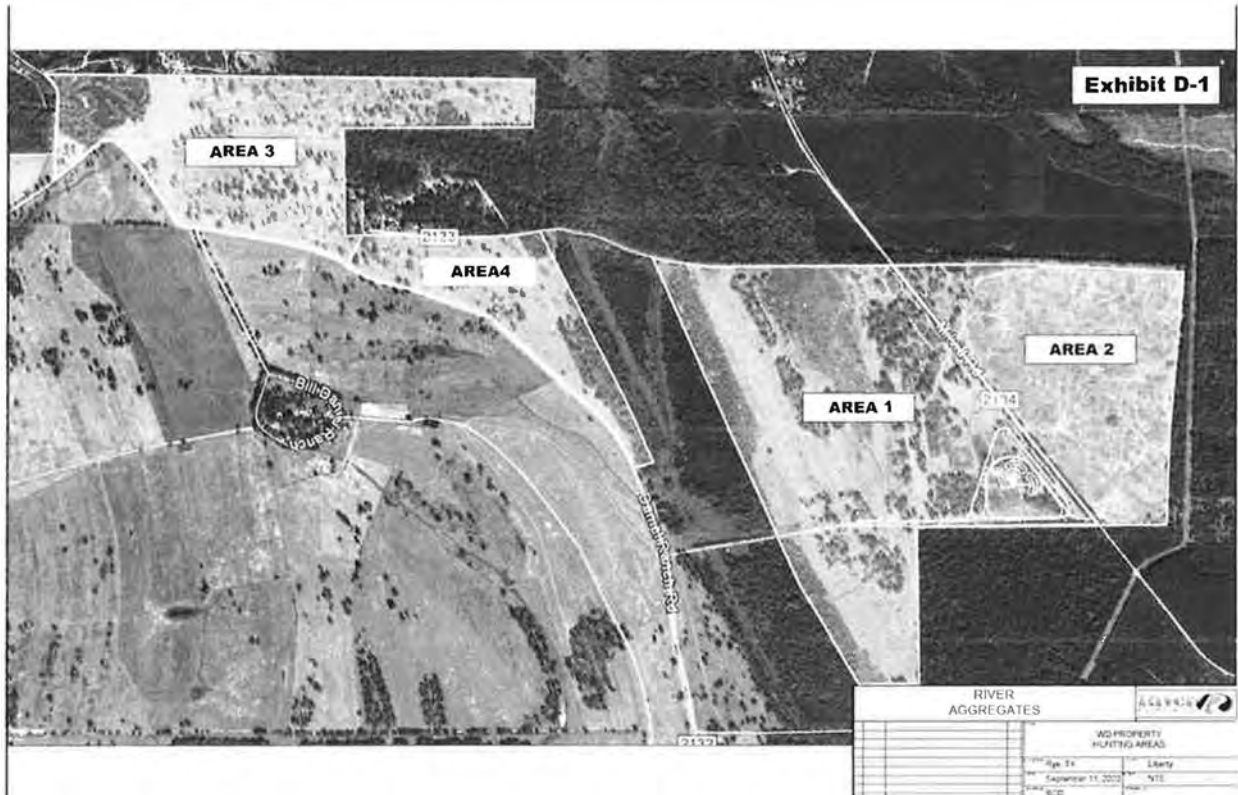
*Attached to and made a part of that certain SECOND AMENDMENT
TO MINERAL AGREEMENT AND LEASE dated effective September 18, 2017*

Reclamation Plan is attached to the Lease Agreement as Exhibit C

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Exhibit D-1

*Attached to and made a part of that certain SECOND AMENDMENT
TO MINERAL AGREEMENT AND LEASE dated effective September 18, 2017*



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THIRD AMENDMENT TO MINERAL AGREEMENT AND LEASE

THIS **THIRD AMENDMENT TO MINERAL AGREEMENT AND LEASE** (this "**Third Amendment**") is entered into by and between **Daniel Land Company, LLC**, a Texas limited liability company, and **Will M. Daniel** (collectively referred to herein as "**Lessor**"), and **River Aggregates, LLC**, a Delaware limited liability company ("**Lessee**"), as of the date(s) of the respective signatures below, but shall be effective as of January 1, 2024 ("**Effective Date**").

RECITALS:

WHEREAS, **WILL M. DANIEL**, as Optionor, and **RIVER AGGREGATES, LLC**, as Optionee, entered into that certain Option Agreement dated April 29, 2016 ("**Option Agreement**"), whereby Optionor provided Optionee with the exclusive right to exercise an option to lease Lessor's property in Romayor, Texas; and

WHEREAS, Optionee exercised its option to lease some of Optionor's property, and in furtherance thereof **WILL M. DANIEL**, as Lessor, and **RIVER AGGREGATES, LLC**, as Lessee, entered into that certain **MINERAL AGREEMENT AND LEASE** ("**Lease Agreement**") as of the Effective Date, the form of which was previously agreed to and accepted and included as an exhibit to the *Option Agreement*; and

WHEREAS, **WILL M. DANIEL** conveyed the SURFACE ONLY of the Leased Premises to **DANIEL LAND COMPANY, LLC**, by that certain *Warranty Deed* executed June 28, 2017, recorded as Instrument No. 2017012877 in the Official Public Records of Liberty County, Texas; and as such **DANIEL LAND COMPANY, LLC** is the current owner of the SURFACE ONLY of the Leased Premises, and **WILL M. DANIEL** retains the ownership of the Leased Premises as to any executory rights associated with the Aggregate (as that term is defined in Section 2.A. of the Lease) located thereunder; and based on the nature of the Lease Agreement, **DANIEL LAND COMPANY, LLC** and **WILL M. DANIEL** are hereinafter considered for all purposes and are collectively referred to as "**Lessor**";

WHEREAS, Lessor and Lessee amended the *Lease Agreement* by that certain Amendment to Mineral Agreement and Lease, entered into November 16, 2017, but effective as of May 11, 2017 ("**First Amendment**"); and

WHEREAS, Lessor and Lessee amended the *Lease Agreement* by that certain Second Amendment to Mineral Agreement and Lease, with an effective date as of September 18, 2020 ("**Second Amendment**"); and

WHEREAS, the parties desire to further amend the Lease as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual benefits accruing to the parties hereto, the *Lease Agreement* is amended as follows:

Paragraph 4. Rights of Lessee. is amended by replacing all "**the fifteenth (15th) day of the month**" with "**the twentieth (20th) day of the month**".

Paragraph 4.B. Monthly Payments. is amended by replacing all reference(s) to "**nine percent (9%)**" with "**ten percent (10%)**".

Paragraph 6(f). Condemnation of Leased Premises. is amended by replacing all reference(s) to "**nine percent (9%)**" with "**ten percent (10%)**".

The Mining Plan (Exhibit C-1, map 501) is amended to include approximately eleven (11) additional acres that are currently outside of the Mine Plan; such acreage being the dark blue-shaded acreage labeled as "Outside Mine Plan" and depicted on Exhibit "A", attached hereto. The parties agree that execution of this Third Amendment shall satisfy the "express, written consent by Lessor and Lessee" to expand the Mining Plan and that no further action is necessary to do so insofar as it relates to the *Lease Agreement* [e.g. the parties will forego completing a "Change of Plan" form attached to the *Lease Agreement's* Exhibit C-2, map 501 (Reclamation Plan)].

The Reclamation Plan (Exhibit C-2, map 502) is amended to include approximately eleven (11) additional acres that are currently outside of the Reclamation Plan; such acreage being the dark blue-shaded acreage labeled as "Outside Mine Plan" and depicted on Exhibit "A", attached hereto. The parties agree that such area shall be included in the "Mined Lake" or "Reclaimed Area", whichever Lessee decides, as depicted on ***Exhibit C-2, map 502***, and that no further action is necessary to do so insofar as it relates to the *Lease Agreement* [e.g. the parties will forego completing a "Change of Plan" form attached to the *Lease Agreement's* Exhibit C-2, map 501 (Reclamation Plan)].

The parties agree that this *Third Amendment* is not to be recorded in the public records of any county, including where the Leased Premises are situated; if Lessee prefers to have a recordable instrument, the parties will execute a recordable *Memorandum of Third Amendment* agreeable to both parties which shall give public notice of this *Third Amendment*. Recording of the *Memorandum of Third Amendment* shall be at Lessee's expense.

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Lease Agreement.

Insofar and only insofar as it relates to the subject matter amended by this *Third Amendment*, this *Third Amendment* shall supersede and replace any prior amendments related to or effecting the *Lease Agreement*. Except as amended hereby, all other terms, conditions, consideration and provisions of the *Lease Agreement*, as amended, shall remain unchanged and in full force and effect. In the event a conflict exists between the *Lease Agreement*, as amended, and this *Third Amendment*, this *Third Amendment* shall control and prevail.

This *Third Amendment* is entered into by and between Lessor and Lessee as of their respective signatures below, but this *Third Amendment* shall be effective for all purposes as of Effective Date.

This *Third Amendment* constitutes the entire agreement and understanding between the parties hereto relating to the subject matter hereof, and all prior agreements, proposals, negotiations, understandings and correspondence between the parties in this regard, whether written or oral, are hereby superseded and merged herewith.

This *Third Amendment* may be executed in any number of counterparts with the same effect as if all parties hereto executed the same instrument, each of which shall be deemed to be an original, and all of such counterparts shall constitute one instrument. No party shall be bound until such time as all of the parties hereto have executed counterparts of this *Third Amendment*. To facilitate execution of this *Third Amendment*, the parties hereto may execute and exchange by electronic mail PDF, counterparts of the signature pages. Signature pages may be detached from the counterparts and attached to a single copy of this *Third Amendment* to physically form one document.

remainder of page intentionally left blank

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LESSEE:

RIVER AGGREGATES, LLC



Matthew Hallmark, GM

Date: 1-10-2024

LESSOR:

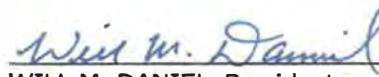
WILL M. DANIEL



WILL M. DANIEL

Date: January 8th, 2024

DANIEL LAND COMPANY, LLC



WILL M. DANIEL, President

Date: January 8th, 2024

Assumes 1.35 tons/yard, 15% mining and processing loss, Stripping Ratio of 3:1 or Better

Attachment 13 – Plain Language Summary



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 INDUSTRIAL 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.

Arcosa Aggregates Texas, LLC (CN606104289) operates Rye North Plant (RN109835660), a surface aggregate mining facility. The facility is located at 1175 CR 2134, in Cleveland, Liberty County, Texas 77327. This application is for an initial TPDES application.

Discharges from the facility are expected to contain total dissolved solids (TDS) and total suspended solids (TSS). Process water from mining operations will be treated by N/A - no wastewater treatment will be performed.

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.

1. Introduzca el nombre del solicitante aquí (2. Introduzca el número de cliente aquí (es decir, CN6#####).) 3. Elija del menú desplegable 4. Introduzca el nombre de la instalación aquí 5. Introduzca el número de entidad regulada aquí (es decir, RN1#####), 6. Elija del menú desplegable 7. Introduzca la descripción de la instalación aquí. La instalación 8. Elija del menú desplegable. ubicada en 9. Introduzca la ubicación aquí, en 10. Introduzca el nombre de la ciudad aquí, Condado de 11. Introduzca el nombre del condado aquí, Texas 12. Introduzca el código postal aquí. 13. Introduzca el resumen de la petición de solicitud aquí. <<Para las solicitudes de TLAP incluya la siguiente oración, de lo contrario, elimine:>> Este permiso no autorizará una descarga de contaminantes en el agua en el estado.

Se espera que las descargas de la instalación contengan 14. Liste todos los contaminantes esperados aquí. 15. Introduzca los tipos de aguas residuales descargadas aquí. 16. Elija del menú desplegable tratado por 17. Introduzca una descripción del tratamiento de aguas residuales utilizado en la instalación aquí.

INSTRUCTIONS

1. Enter the name of applicant in this section. The applicant name should match the name associated with the customer number.
2. Enter the Customer Number in this section. Each Individual or Organization is issued a unique 11-digit identification number called a CN (e.g. CN123456789).
3. Choose “operates” in this section for existing facility applications or choose “proposes to operate” for new facility applications.
4. Enter the name of the facility in this section. The facility name should match the name associated with the regulated entity number.
5. Enter the Regulated Entity number in this section. Each site location is issued a unique 11-digit identification number called an RN (e.g. RN123456789).
6. Choose the appropriate article (a or an) to complete the sentence.
7. Enter a description of the facility in this section. For example: steam electric generating facility, nitrogenous fertilizer manufacturing facility, etc.
8. Choose “is” for an existing facility or “will be” for a new facility.
9. Enter the location of the facility in this section.
10. Enter the City nearest the facility in this section.
11. Enter the County nearest the facility in this section.
12. Enter the zip code for the facility address in this section.
13. Enter a summary of the application request in this section. For example: renewal to discharge 25,000 gallons per day of treated domestic wastewater, new application to discharge process wastewater and stormwater on an intermittent and flow-variable basis, or major amendment to reduce monitoring frequency for pH, etc. If more than one outfall is included in the application, provide applicable information for each individual outfall.
14. List all pollutants expected in the discharge from this facility in this section. If applicable, refer to the pollutants from any federal numeric effluent limitations that apply to your facility.
15. Enter the discharge types from your facility in this section (e.g., stormwater, process wastewater, once through cooling water, etc.)
16. Choose the appropriate verb tense to complete the sentence.
17. Enter a description of the wastewater treatment used at your facility. Include a description of each process, starting with initial treatment and finishing with the outfall/point of disposal. Use additional lines for individual discharge types if necessary.

Questions or comments concerning this form may be directed to the Water Quality Division's Application Review and Processing Team by email at WQ-ARPTeam@tceq.texas.gov or by phone at (512) 239-4671.

Example 1: Industrial Wastewater TPDES Application (ENGLISH)

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 are not federal enforceable representations of the permit application.

ABC Corporation (CN600000000) operates the Starr Power Station (RN10000000000), a two-unit gas-fired electric generating facility. Unit 1 has a generating capacity of 393 megawatts (MWs) and Unit 2 has a generating capacity of 528 MWs. The facility is located at 1356 Starr Street, near the City of Austin, Travis County, Texas 78753.

This application is for a renewal to discharge 870,000,000 gallons per day of once through cooling water, auxiliary cooling water, and also authorizes the following waste streams monitored inside the facility (internal outfalls) before it is mixed with the other wastewaters authorized for discharge via main Outfall 001, referred to as “previously monitored effluents” (low-volume wastewater, metal-cleaning waste, and stormwater (from diked oil storage area yards and storm drains)) via Outfall 001. Low-volume waste sources, metal-cleaning waste, and stormwater drains on a continuous and flow-variable basis via internal Outfall 101.

The discharge of once through cooling water via Outfall 001 and low-volume waste and metal-cleaning waste via Outfall 101 from this facility is subject to federal effluent limitation guidelines at 40 CFR Part 423. The pollutants expected from these discharges based on 40 CFR Part 423 are: free available chlorine, total residual chlorine, total suspended solids, oil and grease, total iron, total copper, and pH. Temperature is also expected from these discharges. Additional potential pollutants are included in the Industrial Wastewater Application Technical Report, Worksheet 2.0.

Cooling water and boiler make-up water are supplied by Lake Starr Reservoir. The City of Austin municipal water plant (CN600000000, PWS 00000) supplies the facility’s potable water and serves as an alternate source of boiler make-up water. Water from the Lake Starr Reservoir is withdrawn at the intake structure and treated with sodium hypochlorite to prevent biofouling and sodium bromide as a chlorine enhancer to improve efficacy and then passed through condensers and auxiliary equipment on a once-through basis to cool equipment and condense exhaust steam.

Low-volume wastewater from blowdown of boiler Units 1 and 2 and metal-cleaning wastes receive no treatment prior to discharge via Outfall 101. Plant floor and equipment drains and stormwater runoff from diked oil storage areas, yards, and storm drains are routed through an oil and water separator prior to discharge via Outfall 101. Domestic wastewater, blowdown, and backwash water from the service water filter, clarifier, and sand filter are routed to the Starr Creek Domestic Sewage Treatment Plant, TPDES Permit No. WQ0010000001, for treatment and disposal. Metal-cleaning waste from equipment cleaning is generally disposed of off-site.

Example 2: Domestic Wastewater TPDES Renewal application

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 Texas Administrative Code Chapter 39. The information provided in this summary may change during the technical review of the application and are not federal enforceable representations of the permit application.

The City of Texas (CN000000000) operates the City of Texas wastewater treatment plant (RN000000000), an activated sludge process plant operated in the complete mix mode. The facility is located at 123 Texas Street, near the City of More Texas, Texas County, Texas 71234.

This application is for a renewal to discharge at an annual average flow of 1,200,000 gallons per day of treated domestic wastewater via Outfalls 001 and 002.

Discharges from the facility are expected to contain five-day carbonaceous biochemical oxygen demand (CBOD₅), total suspended solids (TSS), ammonia nitrogen (NH₃-N), and *Escherichia coli*. Additional potential pollutants are included in the Domestic Technical Report 1.0, Section 7. Pollutant Analysis of Treated Effluent and Domestic Worksheet 4.0 in the permit application package. Domestic wastewater is treated by an activated sludge process plant and the treatment units include a bar screen, a grit chamber, aeration basins, final clarifiers, sludge digesters, a belt filter press, chlorine contact chambers and a dechlorination chamber.

Example 3: Domestic Wastewater TPDES New Application

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 Texas Administrative Code Chapter 39. The information provided in this summary may change during the technical review of the application and are not federal enforceable representations of the permit application.

The City of Texas (CN000000000) proposes to operate the City of Texas wastewater treatment plant (RN000000000), an activated sludge process plant operated in the extended aeration mode. The facility will be located at 123 Texas Street, in the City of More Texas, Texas County, Texas 71234.

This application is for a new application to discharge at a daily average flow of 200,000 gallons per day of treated domestic wastewater.

Discharges from the facility are expected to contain five-day carbonaceous biochemical oxygen demand (CBOD₅), total suspended solids (TSS), ammonia nitrogen (NH₃-N), and *Escherichia coli*. Additional potential pollutants are included in the Domestic Technical Report 1.0, Section 7. Pollutant Analysis of Treated Effluent in the permit application package. Domestic wastewater will be treated by an activated sludge process plant and the treatment units will include a bar screen, a grit chamber, aeration basins, final clarifiers, sludge digesters, a belt filter press, chlorine contact chambers and a dechlorination chamber.

Example 4: Domestic Wastewater TLAP Renewal application

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 Texas Administrative Code Chapter 39. The information provided in this summary may change during the technical review of the application and are not federal enforceable representations

of the permit application.

The City of Texas (CN000000000) operates the City of Texas wastewater treatment plant (RN000000000), an activated sludge process plant operated in the complete mix mode. The facility is located at 123 Texas Street, near the City of More Texas, Texas County, Texas 71234.

This application is for a renewal to dispose a daily average flow not to exceed 76,500 gallons per day of treated domestic wastewater via public access subsurface drip irrigation system with a minimum area of 32 acres. This permit will not authorize a discharge of pollutants into water in the state.

Land application of domestic wastewater from the facility are expected to contain five-day biochemical oxygen demand (BOD₅), total suspended solids (TSS), and *Escherichia coli*. Additional potential pollutants are included in the Domestic Technical Report 1.0, Section 7. Pollutant Analysis of Treated Effluent in the permit application package. Domestic wastewater is treated by an activated sludge process plant and the treatment units include a bar screen, an equalization basin, an aeration basin, a final clarifier, an aerobic sludge digester, tertiary filters, and a chlorine contact chamber. In addition, the facility includes a temporary storage that equals to at least three days of the daily average flow.



January 24, 2025

Executive Director
Applications Review and Processing Team, MC-148
Texas Commission on Environmental Quality
12100 Park 35 Circle
Austin, Texas 78753

**RE: Initial Industrial Wastewater Application
Rye North Plant, Liberty County, Texas
Arcosa Aggregates Texas, LLC
RN109835660
CN606104289**

Dear ARPT,

Arcosa Aggregates Texas, LLC (Arcosa) is applying for an initial Industrial Wastewater Permit for the Rye North Plant in Liberty County, Texas (Facility).

Basic Facility Registration information is as follows:

- Facility Type: Construction Sand and Gravel / Mining
- Facility Owner/Operator: Arcosa Aggregates Texas, LLC
- Regulated Entity: RN109835660
- Customer Number: CN606104289
- Authorization Type: Industrial Wastewater

Arcosa believes the Industrial Wastewater Application meets the requirements of the Texas Commission on Environmental Quality (TCEQ). This application package contains the following components and attachments:

- Industrial Wastewater Application – Administrative Report
- Industrial Wastewater Application – Technical Report
- Attachment 1 – Core Data Form
- Attachment 2 – PIP Form
- Attachment 3 – 7.5-minute USGS Topographic Map
- Attachment 4 – Affected Landowner Map (a) and Cross-Reference List (b)
- Attachment 5 – Affected Landowner Labels
- Attachment 6 – Original Photographs (a) and Plot Plan (b)
- Attachment 7 – 7.5-minute USGS Topographic Map – SPIF
- Attachment 8 – ePay Voucher
- Attachment 9 – Facility Map 1 - Technical Report Item 1.d
- Attachment 10 – 100-Year Floodplain Map - Technical Report Item 1.f

RESOLUTE
COMPLIANCE, LLC

1127 Judson Rd. Suite 233 ~Longview, TX 75601
www.ResoluteCompliance.com

- Attachment 11 – Flow Schematic (a) and Facility Map 2 (b) - Technical Report Item 2.b
- Attachment 12 – Landowner Information and One (1) Lease Agreement with Associated Amendments

An application fee of \$350 is enclosed via ePay Voucher.

Any clarification questions or requests for additional information can be directed to myself via email to jj@resolutecompliance.com or by phone at 903-707-8614 or Ms. Julia Andoe-Perla at Julia.AndoePerla@arcosa.com and 682-702-6898.

Kind Regards,



Jeff A. Jackson

Vice President EHSR

Encl: Industrial Wastewater Permit Application

Cc: TCEQ's FTP – WQDeCopy@tceq.texas.gov

Ms. Julia Andoe-Perla – Arcosa

Administrative Report

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

TCEQ INDUSTRIAL WASTEWATER PERMIT APPLICATION

INDUSTRIAL ADMINISTRATIVE REPORT 1.0

This report is required for all applications for TPDES permits and TLAPs. Contact the Applications Review and Processing Team at 512-239-4671 with any questions about completing this report

Item 1. Application Information and Fees (Instructions, Page 25)

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

Applicant Name: Rye North Plant EPA ID No.: TX0N/A

Permit No.: WQ000N/A Expiration Date: N/A

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

☒ Industrial Wastewater (wastewater and stormwater)

☐ Industrial Stormwater (stormwater 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

- 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: N/A

- g. Application Fee

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

For TCEQ Use Only

Segment Number _____ County _____

Expiration Date _____ Region _____

Permit Number _____

¹ All facilities are designated as minors until formally classified as a major by EPA.

h. Payment Information

Mailed

Check or money order No.: N/A Check or money order amt.: N/A

Named printed on check or money order: N/A

Epay

Voucher number: 721215 and 721216 Copy of voucher attachment: 8

Item 2. Applicant Information (Instructions, Pages 25)

- a. Customer Number, if applicant is an existing customer: CN606104289

Note: Locate the customer number using the [TCEQ's Central Registry Customer Search](#)².

- b. Legal name of the entity (applicant) applying for this permit: Arcosa Aggregates Texas, 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.)

☒ Mr. ☐ Ms. First/Last Name: Matthew Hallmark

Title: General Manager, Texas Region

Credential: N/A

- 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.

Item 3. Co-applicant Information (Instructions, Page 26)

- ☒ 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): CNClick 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.)

☐ Mr. ☐ Ms. First/Last 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.

² <https://www15.tceq.texas.gov/crpub/index.cfm?fuseaction=cust.CustSearch>

Item 4. Core Data Form (Instructions, Pages 26)

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

Item 5. Application Contact Information (Instructions, Page 26)

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

- a. ☒ Administrative Contact ☒ Technical Contact
☒ Mr. ☐ Ms. Full Name (First and Last): Jeff Jackson
Title: Vice President EHSR Credential: N/A
Organization Name: Resolute Compliance, LLC
Mailing Address: 1127 Judson Rd. Suite 233
City: Longview State: Texas Zip Code: 75601
Phone No: 903-707-8614 Fax No: N/A Email: JJ@resolutecompliance.com
- b. ☒ Administrative Contact ☒ Technical Contact
☐ Mr. ☒ Ms. Full Name (First and Last): Julia Andoe-Perla
Title: Environmental Representative Credential: N/A
Organization Name: Arcosa Aggregates Texas, LLC
Mailing Address: 401 S Interstate Hwy 45
City: Ferris State: Texas Zip Code: 75125
Phone No: 682-702-6898 Fax No: N/A Email: Julia.AndoePerla@arcosa.com
Attachment: N/A

Item 6. Permit Contact Information (Instructions, Pages 26)

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

- a. ☐ Mr. ☒ Ms. Full Name (First and Last): Julia Andoe-Perla
Title: Environmental Representative Credential: N/A
Organization Name: Arcosa Aggregates Texas, LLC
Mailing Address: 401 S Interstate Hwy 45
City: Ferris State: TX Zip Code: 75125
Phone No: 682-702-6898 Fax No: N/A Email: Julia.AndoePerla@arcosa.com
- b. ☐ Mr. ☐ Ms. Full Name (First and Last): Click to enter text.
Title: Click to enter text. Credential: Click to enter text.
Organization Name: Click to enter text.
Mailing Address: Click to enter text.
City: Click to enter text. State: Click to enter text. Zip Code: Click to enter text.
Phone No: Click to enter text. Fax No: Click to enter text. Email: Click to enter text.
Attachment: Click to enter text.

Item 7. Billing Contact Information (Instructions, Page 27)

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.

☐ Mr. ☒ Ms. Full Name (First and Last): Julia Andoe-Perla

Title: Environmental Manager Credential: N/A

Organization Name: Arcosa Aggregates Texas, LLC

Mailing Address: 401 S Interstate Hwy 45

City: Ferris

State: Texas

Zip Code: 75125

Phone No: 682-702-6898

Fax No: N/A

Email: Julia.AndoePerla@arcosa.com

Item 8. DMR/MER Contact Information (Instructions, Page 27)

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.

☐ Mr. ☒ Ms. Full Name (First and Last): Julia Andoe-Perla

Title: Environmental Manager Credential: N/A

Organization Name: Arcosa Aggregates Texas, LLC

Mailing Address: 401 S Interstate Hwy 45

City: Ferris

State: Texas

Zip Code: 75125

Phone No: 682-702-6898

Fax No: N/A

Email: Julia.AndoePerla@arcosa.com

Item 9. NOTICE INFORMATION (Instructions, Pages 27

a. Individual Publishing the Notices

☐ Mr. ☒ Ms. Full Name (First and Last): Julia Andoe-Perla

Title: Environmental Manager Credential: N/A

Organization Name: Arcosa Aggregates Texas, LLC

Mailing Address: 401 S Interstate Hwy 45

City: Ferris

State: TX

Zip Code: 75125

Phone No: 682-702-6898

Fax No: N/A

Email: Julia.AndoePerla@arcosa.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: Julia.AndoePerla@arcosa.com

☐ Fax: N/A

☒ Regular Mail (USPS)

Mailing Address: 401 S Interstate Hwy 45

City: Ferris

State: Texas

Zip Code: 75125

c. Contact in the Notice

☐ Mr. ☒ Ms Full Name (First and Last): Julia Andoe-Perla

Title: Environmental Manager Credential: N/A

Organization Name: Arcosa Aggregates Texas

Phone No: 682-702-6898

Fax No: N/A

Email: Julia.AndoePerla@arcosa.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: Liberty Municipal Library
reception desk

Location within the building: Table near

Physical Address of Building: 1710 Sam Houston Street

City: Liberty County: Liberty

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.

Please call the bilingual/ESL coordinator at the nearest elementary and middle schools and obtain the following information to determine whether an alternative language notices are 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? Click to enter text.

f. Plain Language Summary Template - Complete the Plain Language Summary at the end of this application.

g. Complete one Public Involvement Plan (PIP) Form (TCEQ Form 20960) for each application for a new permit or major amendment and include as an attachment. Attachment: 2

Item 10. Regulated Entity and Permitted Site Information (Instructions Pages 28-30)

- a. TCEQ issued Regulated Entity Number (RN), if available: RN109835660

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 (the name known by the community where located): Rye North Plant

- 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:

☒ Mr. ☐ Ms. Full Name (First and Last): Matthew Hallmark

or Organization Name: Arcosa Aggregates Texas, LLC

Mailing Address: 401 S Interstate Hwy 45

City: Ferris State: TX Zip Code: 75125

Phone No: 972-544-5917

Fax No: N/A

Email:

Matthew.Hallmark@arcosa.com

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

- f. Owner of land where treatment facility is or will be: Various

☐ Mr. ☐ Ms. Full Name (First and Last): Click to enter text.

or Organization Name: Click to enter text.

Mailing Address: Click to enter text.

City: Click to enter text.

State: Click to enter text.

Zip Code: Click to enter text.

Phone No: Click to enter text.

Fax 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 (In some cases, a lease may not suffice - see instructions). Attachment: 12

- g. Owner of effluent TLAP disposal site (if applicable): N/A

☐ Mr. ☐ Ms. Full Name (First and Last): Click to enter text.

or Organization Name: Click to enter text.

Mailing Address: Click to enter text.

City: Click to enter text.

State: Click to enter text.

Zip Code: Click to enter text.

Phone No: Click to enter text.

Fax 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):

☐ Mr. ☐ Ms. Full Name (First and Last): Click to enter text.

or Organization Name: Click to enter text.

Mailing Address: Click to enter text.

City: Click to enter text.

State: Click to enter text.

Zip Code: Click to enter text.

Phone No: Click to enter text.

Fax 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, Pages 30-32)

- 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.

☒ One-mile radius

☒ Three-miles downstream information

☒ Applicant's property boundaries

☒ Treatment facility boundaries

☒ Labeled point(s) of discharge

☒ Highlighted discharge route(s)

☒ Effluent disposal site boundaries

☐ All wastewater ponds

☐ Sewage sludge disposal site

☐ New and future construction

Attachment: 3

- 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: Septic tank is West of the office.

- 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: Outfall 001 (30.424655, -94.796922) into Fields Bayou

- 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: Discharges will exit via Outfall 001 when heavy rainfall causes the previously mined out pits to overflow the levee. Discharges are directed west down a manmade drainage channel towards the nearest receiving water: Fields Bayou.

- f. City nearest the outfall(s): Rye, TX

- g. County in which the outfalls(s) is/are located: Liberty

- 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: N/A

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
If no, or a new application, provide an accurate location description: N/A not TLAP
- j. City nearest the disposal site: [Click to enter text.](#)
- k. County in which the disposal site is located: [Click to enter text.](#)
- l. Disposal Site Latitude: [Click to enter text.](#) Longitude: [Click to enter text.](#)
- m. For TLAPs, describe how effluent is/will be routed from the treatment facility to the disposal site:
N/A
- n. For TLAPs, identify the nearest watercourse to the disposal site to which rainfall runoff might flow if not contained: N/A

Item 12. MISCELLANEOUS INFORMATION (Instructions, Page 32)

- 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 account no.: [Click to enter text.](#) and total amount due: [Click to enter text.](#)
- c. Do you owe any penalties to the TCEQ?
☐ Yes ☒ No
If yes, provide the enforcement order no.: [Click to enter text.](#) and amount due: [Click to enter text.](#)

Item 13. SIGNATURE PAGE (Instructions, Pages 32-33)

Permit No: WQ000Pending

Applicant Name: Arcosa Aggregates Texas, LLC

Certification: I, Matthew Hallmark, 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): Matthew Hallmark

Signatory title: General Manager, Texas Region

Signature: 
(Use blue ink)

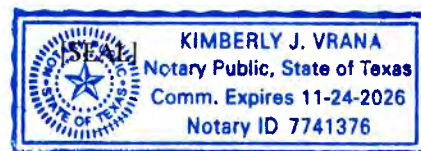
Date: 1-7-2025

Subscribed and Sworn to before me by the said MATTHEW HALLMARK

on this 7th day of JANUARY, 20 25.

My commission expires on the 24th day of NOVEMBER, 20 25.


Notary Public



ELLIS
County, Texas

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

INDUSTRIAL ADMINISTRATIVE REPORT 1.1

The following information is required for new and amendment applications.

Item 1. AFFECTED LANDOWNER INFORMATION (Instructions, Pages 34-35)

- a. Attach a landowner map or drawing, with scale, as applicable. Check the box next to each item to confirm it has been provided.
- ☒ The applicant's property boundaries.
 - ☒ The facility site boundaries within the applicant's property boundaries.
 - ☒ The distance the buffer zone falls into adjacent properties and the property boundaries of the landowners located within the buffer zone.
 - ☒ The property boundaries of all landowners surrounding the applicant's property. (Note: if the application is a major amendment for a lignite mine, the map must include the property boundaries of all landowners adjacent to the new facility (ponds).)
 - ☒ The point(s) of discharge and highlighted discharge route(s) clearly shown for one mile downstream.
 - ☒ The property boundaries of the landowners located on both sides of the discharge route for one full stream mile downstream of the point of discharge.
 - ☒ The property boundaries of the landowners along the watercourse for a one-half mile radius from the point of discharge if the point of discharge is into a lake, bay, estuary, or affected by tides.
 - ☒ The boundaries of the effluent disposal site (e.g., irrigation area or subsurface drainfield site) and all evaporation/holding ponds within the applicant's property.
 - ☒ The property boundaries of all landowners surrounding the applicant's property boundaries where the effluent disposal site is located.
 - ☐ The boundaries of the sludge land application site (for land application of sewage sludge for beneficial use) and the property boundaries of landowners within one-quarter mile of the applicant's property boundaries where the sewage sludge land application site is located.
 - ☐ The property boundaries of landowners within one-half mile in all directions from the applicant's property boundaries where the sewage sludge disposal site (e.g., sludge surface disposal site or sludge monofil) is located.

Attachment: 4

- b. Check the box next to the format of the landowners list:

☐ Readable/Writeable CD ☒ Four sets of labels

Attachment: 5

- d. Provide the source of the landowners' names and mailing addresses: Texas Natural Resources Information System DataHub

- e. As required by Texas Water Code § 5.115, is any permanent school fund land affected by this application?

☐ Yes ☒ No

If yes, provide the location and foreseeable impacts and effects this application has on the land(s):
Click to enter text.

Item 2. Public Involvement Plan Form (Instructions, Page 36)

Complete and attach one Public Involvement Plan (PIP) Form (TCEQ Form 20960) for each application for a new permit or major amendment to a permit.

Item 3. ORIGINAL PHOTOGRAPHS (Instructions, Page 36)

Provide original ground level photographs. Check the box next to each of the following items to indicate it is included.

- ☒ At least one original photograph of the new or expanded treatment unit location.
- ☒ At least two photographs of the existing/proposed point of discharge and as much area downstream (photo 1) and upstream (photo 2) as can be captured. If the discharge is to an open water body (e.g., lake, bay), the point of discharge should be in the right or left edge of each photograph showing the open water and with as much area on each respective side of the discharge as can be captured.
- ☒ At least one photograph of the existing/proposed effluent disposal site.
- ☒ A plot plan or map showing the location and direction of each photograph.

Attachment: 6

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TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SUPPLEMENTAL PERMIT INFORMATION FORM (SPIF)

**FOR AGENCIES REVIEWING INDUSTRIAL
TPDES WASTEWATER PERMIT APPLICATIONS**

TCEQ USE ONLY:

Application type: ____Renewal ____Major Amendment ____Minor Amendment ____New

County: _____ Segment Number: _____

Admin Complete Date: _____

Agency Receiving SPIF:

____ Texas Historical Commission

____ U.S. Fish and Wildlife

____ Texas Parks and Wildlife Department

____ U.S. Army Corps of Engineers

This form applies to TPDES permit applications only. (Instructions, Page 36)

The SPIF must be completed as a separate document. The TCEQ will mail a copy of the SPIF to each agency as required by the TCEQ agreement with EPA. If any of the items are not completely addressed or further information is needed, you will be contacted to provide the information before the permit is issued. Each item must be completely addressed.

Do not refer to a response of any item in the permit application form. Each attachment must be provided with this form separately from the administrative report of the application. The application will not be declared administratively complete without this form being completed in its entirety including all attachments.

The following applies to all applications:

1. Permittee Name: Arcosa Aggregates Texas, LLC
2. Permit No.: WO000 Click to enter text. EPA ID No.: TX0 Click to enter text.
3. Address of the project (location description that includes street/highway, city/vicinity, and county):
1175 CR 2134, Cleveland, TX, Liberty County
4. Provide the name, address, phone and fax number, and email address of an individual that can be contacted to answer specific questions about the property.

Full Name (First and Last): Julia Andoe-Perla

Organization Name: Arcosa Aggregates Texas, LLC Mailing Address: 401 S Interstate Hwy 45

City: Ferris

State: Texas

Zip Code: 75125

Phone No: 682-702-6898

Fax No: N/A

Email: Julia.AndoePerla@arcosa.com

5. List the county in which the facility is located: Liberty
6. If the property is publicly owned and the owner is different than the permittee/applicant, please list the owner of the property: N/A
7. Provide a description of the effluent discharge route. The discharge route must follow the flow of effluent from the point of discharge to the nearest major watercourse (from the point of discharge

to a classified segment as defined in 30 TAC Chapter 307). If known, please identify the classified segment number: Discharges will exit via Outfall 001 when heavy rainfall causes the previously mined out pits to overflow the levee. Discharges are directed west down a manmade drainage channel towards the nearest receiving water: Fields Bayou. Fields Bayou joins the Trinity River approximately 6 miles downstream (Segment 0802 - The Trinity River below Lake Livingston).

8. Please provide a separate 7.5-minute USGS quadrangle map with the project boundaries plotted and a general location map showing the project area. Please highlight the discharge route from the point of discharge for a distance of one mile downstream. (This map is required in addition to the map in the administrative report.) Attachment: Z
9. Provide original photographs of any structures 50 years or older on the property. Attachment: N/A
10. Does your project involve any of the following? Check all that apply.

- ☒ Proposed access roads, utility lines, construction easements
- ☐ Visual effects that could damage or detract from a historic property's integrity
- ☒ Vibration effects during construction or as a result of project design
- ☒ Additional phases of development that are planned for the future
- ☐ Sealing caves, fractures, sinkholes, other karst features
- ☒ Disturbance of vegetation or wetlands

11. List proposed construction impact (surface acres to be impacted, depth of excavation, sealing of caves, or other karst features): The discharge will be to the surface via Outfall 001. No construction will take place.

12. Describe existing disturbances, vegetation, and land use: Heavy vegetation

THE FOLLOWING ITEMS APPLY ONLY TO APPLICATIONS FOR NEW TPDES PERMITS AND MAJOR AMENDMENTS TO TPDES PERMITS

13. List construction dates of all buildings and structures on the property: All modular buildings. No buildings were constructed onsite.
14. Provide a brief history of the property, and name of the architect/builder, if known: Previously owned by River Aggregates, LLC as a mine site.

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:** WQ000 [Click to enter text.](#)

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: [Click to enter text.](#)

Physical Address of Project or Site: [Click to enter text.](#)

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: [Click to enter text.](#)

Staple Check or Money Order in This Space

ATTACHMENT 1

INDIVIDUAL INFORMATION

Item 1. Individual information (Instructions, Page 37)

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): N/A

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.

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 Cross Reference List
(See instructions for landowner requirements.)
- ☐ N/A ☒ Landowners Labels or CD-RW attached
(See instructions for landowner requirements.)
- ☒ 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.)*
- ☒ Plain Language Summary

Plain Language Summary Template and Instructions for Texas Pollutant Discharge Elimination System (TPDES) and Texas Land Application (TLAP) Permit Applications

This template is a guide to assist applicant's in developing a plain language summary as required by [30 Texas Administrative Code Chapter 39 Subchapter H](#). Applicant's may modify the template as necessary to accurately describe their 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 the applicant 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.

If you are subject to the alternative language notice requirements in [30 Texas Administrative Code §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 INDUSTRIAL 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 Texas Administrative Code Chapter 39. The information provided in this summary may change during the technical review of the application and are not federal enforceable representations of the permit application.

Arcosa Aggregates Texas, LLC (CN606104289) operates Rye North Plant RN109835660 a surface aggregate mining facility. The facility is located 1175 CR 2134, in Cleveland, Liberty County, Texas 77327. An initial TPDES application.

Discharges from the facility are expected to contain total dissolved solids (TDS) and total suspended solids (TSS). Process water from mining operations will be treated by N/A - no wastewater treatment will be performed.

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

AGUAS RESIDUALES INDUSTRIALES/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 son representaciones federales exigibles de la solicitud de permiso.

1. Introduzca el nombre del solicitante aquí. (2. Introduzca el número de cliente aquí (es decir, CN6 #####).) 3. Elija del menú desplegable. 4. Introduzca el nombre de la instalación aquí. 5. Introduzca el número de entidad regulada aquí (es decir, RN1

#####). 6. Elija del menú desplegable. 7. Introduzca la descripción de la instalación aquí. . La instalación 8. Elija del menú desplegable. ubicado 9. Introduzca la ubicación aquí. , en 10. Introduzca el nombre de la ciudad aquí. , Condado de 11. Introduzca el nombre del condado aquí. , Texas 12. Introduzca el código postal aquí. . 13. Introduzca el resumen de la petición de solicitud aquí. <<Para las solicitudes de TLAP incluya la siguiente oración, de lo contrario, elimine:>> Este permiso no autorizará una descarga de contaminantes en el agua en el estado. Se espera que las descargas de la instalación contengan 14. Liste todos los contaminantes esperados aquí. . 15. Introduzca los tipos de aguas residuales descargadas aquí. 16. Elija del menú desplegable. tratado por 17. Introduzca una descripción del tratamiento de aguas residuales utilizado en la instalación aquí. .

INSTRUCTIONS

1. Enter the name of applicant in this section. The applicant name should match the name associated with the customer number.
2. Enter the Customer Number in this section. Each Individual or Organization is issued a unique 11-digit identification number called a CN (e.g. CN123456789).
3. Choose “operates” in this section for existing facility applications or choose “proposes to operate” for new facility applications.
4. Enter the name of the facility in this section. The facility name should match the name associated with the regulated entity number.
5. Enter the Regulated Entity number in this section. Each site location is issued a unique 11-digit identification number called an RN (e.g. RN123456789).
6. Choose the appropriate article (a or an) to complete the sentence.
7. Enter a description of the facility in this section. For example: steam electric generating facility, nitrogenous fertilizer manufacturing facility, etc.
8. Choose “is” for an existing facility or “will be” for a new facility.
9. Enter the location of the facility in this section.
10. Enter the City nearest the facility in this section.
11. Enter the County nearest the facility in this section.
12. Enter the zip code for the facility address in this section.
13. Enter a summary of the application request in this section. For example: renewal to discharge 25,000 gallons per day of treated domestic wastewater, new application to discharge process wastewater and stormwater on an intermittent and flow-variable basis, or major amendment to reduce monitoring frequency for pH, etc. If more than one outfall is included in the application, provide applicable information for each individual outfall.
14. List all pollutants expected in the discharge from this facility in this section. If applicable, refer to the pollutants from any federal numeric effluent limitations that apply to your facility.
15. Enter the discharge types from your facility in this section (e.g., stormwater, process wastewater, once through cooling water, etc.)
16. Choose the appropriate verb tense to complete the sentence.
17. Enter a description of the wastewater treatment used at your facility. Include a description of each process, starting with initial treatment and finishing with the

outfall/point of disposal. Use additional lines for individual discharge types if necessary.

Example

Individual Industrial Wastewater Application

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 Texas Administrative Code Chapter 39. The information provided in this summary may change during the technical review of the application and are not federal enforceable representations of the permit application.

ABC Corporation (CN600000000) operates the Starr Power Station (RN10000000000), a two-unit gas fired electric generating facility. Unit 1 has a generating capacity of 393 megawatts (MWs) and Unit 2 has a generating capacity of 528 MWs. The facility is located at 1356 Starr Street, near the City of Austin, Travis County, Texas 78753.

This application is for a renewal to discharge 870,000,000 gallons per day of once through cooling water, auxiliary cooling water, and also authorizes the following waste streams monitored inside the facility (internal outfalls) before it is mixed with the other wastewaters authorized for discharge via main Outfall 001, referred as “previously monitored effluents” (low volume wastewater, metal cleaning waste, and stormwater (from diked oil storage area yards, and storm drains)) via Outfall 001. Low volume waste sources, metal cleaning waste, and stormwater drains on a continuous and flow-variable basis via internal Outfall 101.

The discharge of once through cooling water via Outfall 001 and low volume waste and metal cleaning waste via Outfall 101 from this facility is subject to federal effluent limitation guidelines at 40 CFR Part 423. The pollutants expected from these discharges based on 40 CFR Part 423 are: free available chlorine, total residual chlorine, total suspended solids, oil and grease, total iron, total copper, and pH. Temperature is also expected from these discharges. Additional potential pollutants are included in the Industrial Wastewater Application Technical Report, Worksheet 2.0.

Cooling water and boiler make-up water are supplied by Lake Starr Reservoir. The City of Austin municipal water plant (CN600000000, PWS 00000) supplies the facility’s potable water and serves as an alternate source of boiler make-up water. Water from the Lake Starr Reservoir is withdrawn at the intake structure and treated with sodium hypochlorite to prevent biofouling and sodium bromide as a chlorine enhancer to improve efficacy and then passed through condensers and auxiliary equipment on a once-through basis to cool equipment and condense exhaust steam. Low volume wastewater from blowdown of boiler Units 1 and 2 and metal cleaning wastes receive no treatment prior to discharge via Outfall 101. Plant floor and equipment drains and stormwater runoff from diked oil storage areas, yards, and storm drains are routed through an oil and water separator prior to discharge via Outfall 101. Domestic wastewater, blowdown, and backwash water from the service water filter, clarifier, and sand filter are routed to the Starr Creek Domestic Sewage Treatment Plant, TPDES Permit No. WQ0010000001, for treatment and disposal. Metal cleaning waste from equipment cleaning is generally disposed of off-site.

Technical Report

TECHNICAL REPORT 1.0

INDUSTRIAL

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, refer to the [Instructions for Completing the Industrial Wastewater Permit Application](#)¹ available on the TCEQ website.

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.

1. FACILITY/SITE INFORMATION (Instructions, Pages 39-40)

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

SIC 1442 – Sand, gravel, and crushed stone mining

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

The Site includes a sand and gravel mining facility. A dredge, excavator, or dragline is used to mine sand and gravel from an on-Site dredge pit. At the plant, raw sand and gravel is washed, sorted by size and transported, via conveyor belts to stockpiles and loaded into trucks for off-Site delivery or moved to various on-site stockpiles to be used for the construction of berms or used for reclamation. The dredged areas act as a pit in which stormwater accumulates. The dredge is continually expanding the pit. Swales, berms, and trenches are used to direct runoff as needed. During periods of heavy rainfall, stormwater runoff from the plant area, roads, and any other industrial activity contained in the previously mined out pits may require discharge. When this occurs, stormwater from pit roads, stripping stockpiles, and overflow of the earthen berms surrounding the pits will discharge to Outfall 001 near the southwest corner of the pit. Discharges will flow west down a manmade drainage channel towards the nearest receiving water: Fields Bayou, which joins the Trinity River (Segment 0802) approximately six miles downstream. This segment is an impaired water body; however, there are no associated Total Maximum Daily Loads (TMDLs).

¹ 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 |
|---------------|-----------------------|----------------|
| Aggregates | N/A | N/A |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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: 9

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

☒ Yes ☐ No

If **yes**, provide background discussion:

- 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: ArcGIS

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: The plant is equipped with mobile equipment (excavator, front end loaders, haul trucks) and adequate construction materials to strengthen or build up areas at the water impoundments to prevent discharges and flooding off property.

Attachment: 10

- 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:

If **no**, provide an approximate date of application submittal to the USACE:

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.

A dredge, excavator, or dragline is used to mine sand and gravel from an on-Site dredge pit. At the plant, raw sand and gravel is washed, sorted by size and transported, via conveyor belts to stockpiles and loaded into trucks for off-Site delivery or moved to various on-site stockpiles to be used for the construction of berms or used for reclamation. The dredged areas act as a pit in which stormwater accumulates. The dredge is continually expanding the pit. Swales, berms, and trenches are used to direct runoff as needed. During periods of heavy rainfall, stormwater runoff from the plant area, roads, and any other industrial activity contained in the previously mined out pits may require discharge. When this occurs, stormwater from pit roads, stripping stockpiles, and overflow of the earthen berms surrounding the pits will discharge to Outfall 001 near the southwest corner of the pit. Discharges will flow west down a manmade drainage channel towards the nearest receiving water: Fields Bayou, which joins the Trinity River (Segment 0802) approximately six miles downstream. This segment is an impaired water body; however, there are no associated Total Maximum Daily Loads (TMDLs).

- 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: 11

3. IMPOUNDMENTS (Instructions, Pages 40-42)

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:

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 | | | | |

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:

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**.

i. Liner data

☐ Yes ☐ No ☐ Not yet designed

ii. Leak detection system or groundwater monitoring data

☐ Yes ☐ No ☐ Not yet designed

iii. Groundwater impacts

☐ Yes ☐ No ☐ Not yet designed

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

Attachment:

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:

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:

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:

4. OUTFALL/DISPOSAL METHOD INFORMATION (Instructions, Pages 42-43)

Complete the following tables to describe the location and wastewater discharge or disposal operations for each outfall for discharge operations, 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 Latitude and Longitude

| Outfall Number | Latitude-decimal degrees | Longitude-decimal degrees |
|----------------|--------------------------|---------------------------|
| 001 | 30.424655 | -94.796922 |
| | | |
| | | |

Outfall Location Description

| Outfall Number | Location Description |
|----------------|--|
| 001 | Southwest corner of the previously mined out pit |
| | |
| | |

Description of Sampling Points (if different from Outfall location)

| Outfall Number | Description of Sampling Point |
|----------------|-------------------------------|
| | |
| | |
| | |

Outfall Flow Information – Permitted and Proposed

| Outfall Number | 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 | | | N/A | N/A | 04/01/2025 |
| | | | | | |

Discharge via Outfall 001 will only occur during a significant storm event.

Outfall Discharge – Method and Measurement

| Outfall Number | Pumped Discharge? Y/N | Gravity Discharge? Y/N | Type of Flow Measurement Device Used |
|----------------|-----------------------|------------------------|--------------------------------------|
| 001 | N | Y | V weir |
| | | | |
| | | | |

Outfall Discharge – Flow Characteristics

| Outfall Number | 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 | Y | Up to 24 | Up to 31 | Up to 12 |
| | | | | | | |
| | | | | | | |

Wastestream Contributions

Outfall No.: **001**

| Contributing Wastestreams | Volume (MGD) | % of Total Flow |
|---------------------------|--------------|-----------------|
| Dust Suppression | 0.7 | |
| Rainfall Runoff | 0.5 | |
| Process Wastewater | 0.0 | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Outfall No.: **002**

| Contributing Wastestreams | Volume (MGD) | % of Total Flow |
|---------------------------|--------------|-----------------|
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| | | |

Outfall No.: **003**

| Contributing Wastestreams | Volume (MGD) | % of Total Flow |
|---------------------------|--------------|-----------------|
| | | |
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| | | |

Attachment: **004**

5. BLOWDOWN AND ONCE-THROUGH COOLING WATER DISCHARGES (Instructions, Page 44)

- a. Does the facility use/propose to use any cooling towers which discharge blowdown or other wastestreams to the outfall(s)?

☐ Yes ☒ No

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

- b. Does the facility use or plan to use any boilers that discharge blowdown or other wastestreams to the outfall(s)?

☐ Yes ☒ No

- c. Does or will the facility discharge once-through cooling water to the outfall(s)?

☐ Yes ☒ No

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

- d. If **yes** to Items 5.a, 5.b, **or** 5.c, attach the 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.

Attach a summary of this information in addition to the submittal of the SDS for each specific wastestream and the associated chemical additives and specify which outfalls are affected.

Attachment:

- e. Cooling Towers and Boilers

If **yes** to either Item 5.a **or** 5.b, complete the following table.

Cooling Towers and Boilers

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

6. STORMWATER MANAGEMENT (Instructions, Page 44)

Are there any existing/proposed outfalls which 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 some manner which may result in exposure of the activities or materials to stormwater: Sand and gravel are dredged and

washed. Excess water is pumped to the previously mined out pits. During periods of heavy rainfall, discharge of rainwater may be required via Outfall 001.

7. DOMESTIC SEWAGE, SEWAGE SLUDGE, AND SEPTAGE MANAGEMENT AND DISPOSAL (Instructions, Page 45)

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:**
- 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. |
|-------------------|-------------------------|
| N/A | |
| | |

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:

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:

Additionally, attach a copy of all tests performed which **have not** been submitted to the TCEQ or EPA.

Attachment:

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:

- 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:

- 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**.

11. RADIOACTIVE MATERIALS (Instructions, Pages 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 | 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 | Concentration (pCi/L) |
|----------------------|-----------------------|
| | |
| | |
| | |
| | |
| | |
| | |

12. COOLING WATER (Instructions, Pages 46-47)

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

☐ Yes ☒ No

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

- 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

- i. 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)

| | | | | |
|----------|--|--|--|--|
| CWIS ID | | | | |
| Owner | | | | |
| Operator | | | | |

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

If **yes**, provide the actual intake flow of the Independent Supplier's CWIS that is/will be used to provide water for cooling purposes to the facility and proceed:

If **no**, proceed to Item 12.d.

d. 316(b) General Criteria

- i. 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

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

☐ Yes ☐ No

- iii. 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

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 full 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)(i-iii) and (vi), 2(b)(i), and 3(a) to allow for a determination based upon BPJ.

f. Oil and Gas Exploration and Production

- i. 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.

- ii. 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)(i-iii) and (vi), 2(b)(i), and 3(a) to allow for a determination based upon BPJ. If **no**, skip to Item 12.g.iii.

g. Compliance Phase and Track Selection

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

☐ Yes ☐ No

If **yes**, check the box next to the facility's 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:

ii. 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.

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

☐ Yes ☐ No

If **yes**, check the box next to the facility's 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 the CWIS latitude and 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:

NOTE: Item 13 is required only for existing permitted facilities.

13. PERMIT CHANGE REQUESTS (Instructions, Pages 49-50)

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.

indivisible text

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

☐

Yes

☒

No

If **yes**, list and discuss the requested changes.

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

☐

Yes

☒

No

If **yes**, list and discuss the requested changes.

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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).

1. CATEGORICAL INDUSTRIES (Instructions, Pages 50-52)

Is this facility subject to any of the 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 in the table below.

40 CFR Effluent Guidelines

| Industry | 40 CFR Part |
|-------------------------------|-------------|
| Mineral Mining and Processing | 436 |
| | |
| | |
| | |
| | |
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| | |

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

Production Data

| Subcategory | Actual Quantity/Day | Design Quantity/Day | Units |
|------------------|---------------------|---------------------|-------|
| C (436.3-436.32) | - | - | - |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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*.

Percentages of Total Production

| Subcategory | Percent of Total Production | Appendix A and B - Metal | Appendix A – Cyanide |
|-------------|-----------------------------|--------------------------|----------------------|
| | | | |
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c. **Refineries (40 CFR Part 419)**

Provide the applicable subcategory and a brief justification.

| |
|-------------|
| <div></div> |
|-------------|

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.

Rainfall, dust suppression, and process wastewater flow from the previously mined out pits to Outfall 001.

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/ Construction Commenced |
|---------------|---------------------|------------------------|--|
| Rye North Pit | 40 CFR 436 | C | TBD |
| | | | |
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WORKSHEET 2.0

POLLUTANT ANALYSES REQUIREMENTS

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.

1. LABORATORY ACCREDITATION (Instructions, Page 56)

Effective July 1, 2008, all laboratory tests performed must meet the requirements of *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification* with the following general exemptions:

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

Review *30 TAC Chapter 25* for specific requirements. The following certification statement shall be signed and submitted with every application. See Instructions, Page 34, for a list of approved signatories.

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

(Signature)

2. GENERAL TESTING REQUIREMENTS (Instructions, Pages 56-58)

- 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): _____
- 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:** _____

3. SPECIFIC TESTING REQUIREMENTS (Instructions, Pages 58-69)

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

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.: 111-111-111**Samples are (check one):** ☐ **Composite** ☐ **Grab**

| Pollutant | Sample 1 (mg/L) | Sample 2 (mg/L) | Sample 3 (mg/L) | Sample 4 (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 ₃) | | | | |
| Temperature (°F) | | | | |
| pH (standard units) | | | | |

Table 2 for Outfall No.: 111-111-111**Samples are (check one):** ☐ **Composites** ☐ **Grabs**

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

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 3 for Outfall No.: 111111111111

Samples are (check one): ☐ **Composites** ☐ **Grabs**

| Pollutant | Sample 1 (µg/L)* | Sample 2 (µg/L)* | Sample 3 (µg/L)* | Sample 4 (µg/L)* | MAL (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 [Dichlorobromomethane] | | | | | 10 |
| Bromoform | | | | | 10 |
| Carbon tetrachloride | | | | | 2 |
| Chlorobenzene | | | | | 10 |
| Chlorodibromomethane [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 |
| m-Dichlorobenzene [1,3-Dichlorobenzene] | | | | | 10 |
| o-Dichlorobenzene [1,2-Dichlorobenzene] | | | | | 10 |
| p-Dichlorobenzene [1,4-Dichlorobenzene] | | | | | 10 |
| 3,3'-Dichlorobenzidine | | | | | 5 |
| 1,2-Dichloroethane | | | | | 10 |
| 1,1-Dichloroethene [1,1-Dichloroethylene] | | | | | 10 |
| Dichloromethane [Methylene chloride] | | | | | 20 |
| 1,2-Dichloropropane | | | | | 10 |
| 1,3-Dichloropropene [1,3-Dichloropropylene] | | | | | 10 |

| Pollutant | Sample 1 (µg/L)* | Sample 2 (µg/L)* | Sample 3 (µg/L)* | Sample 4 (µg/L)* | MAL (µg/L)* |
|--|-----------------------------|-----------------------------|-----------------------------|-----------------------------|------------------------|
| 2,4-Dimethylphenol | | | | | 10 |
| Di-n-Butyl phthalate | | | | | 10 |
| Ethylbenzene | | | | | 10 |
| Fluoride | | | | | 500 |
| Hexachlorobenzene | | | | | 5 |
| Hexachlorobutadiene | | | | | 10 |
| Hexachlorocyclopentadiene | | | | | 10 |
| Hexachloroethane | | | | | 20 |
| Methyl ethyl ketone | | | | | 50 |
| Nitrobenzene | | | | | 10 |
| N-Nitrosodiethylamine | | | | | 20 |
| N-Nitroso-di-n-butylamine | | | | | 20 |
| Nonylphenol | | | | | 333 |
| Pentachlorobenzene | | | | | 20 |
| Pentachlorophenol | | | | | 5 |
| Phenanthrene | | | | | 10 |
| Polychlorinated biphenyls (PCBs) (**) | | | | | 0.2 |
| Pyridine | | | | | 20 |
| 1,2,4,5-Tetrachlorobenzene | | | | | 20 |
| 1,1,2,2-Tetrachloroethane | | | | | 10 |
| Tetrachloroethene [Tetrachloroethylene] | | | | | 10 |
| Toluene | | | | | 10 |
| 1,1,1-Trichloroethane | | | | | 10 |
| 1,1,2-Trichloroethane | | | | | 10 |
| Trichloroethene [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)

- i. 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

- ii. 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)

- i. 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

- ii. Domestic wastewater is/will be discharged.

☐ Yes ☐ No

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

Table 4 for Outfall No.:

Samples are (check one): ☐ Composites ☐ Grabs

| 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 which may contain pesticides or herbicides, check N/A.

☐ N/A

Table 5 for Outfall No.: 114-00000001

Samples are (check one): ☐ **Composites** ☐ **Grabs**

| 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 |
| 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 [Azinphos methyl] | | | | | 0.1 |
| Heptachlor | | | | | 0.01 |
| Heptachlor epoxide | | | | | 0.01 |
| Hexachlorocyclohexane (<i>alpha</i>) | | | | | 0.05 |
| Hexachlorocyclohexane (<i>beta</i>) | | | | | 0.05 |
| Hexachlorocyclohexane (<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 6 for Outfall No.:

Samples are (check one): ☐ Composites ☐ Grabs

| 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 type="checkbox"/> | | | | | 400 |
| Color (PCU) | <input type="checkbox"/> | <input type="checkbox"/> | | | | | — |
| Nitrate-Nitrite (as N) | <input type="checkbox"/> | <input type="checkbox"/> | | | | | — |
| Sulfide (as S) | <input type="checkbox"/> | <input type="checkbox"/> | | | | | — |
| Sulfite (as SO ₃) | <input type="checkbox"/> | <input type="checkbox"/> | | | | | — |
| Surfactants | <input type="checkbox"/> | <input type="checkbox"/> | | | | | — |
| Boron, total | <input type="checkbox"/> | <input type="checkbox"/> | | | | | 20 |
| Cobalt, total | <input type="checkbox"/> | <input type="checkbox"/> | | | | | 0.3 |
| Iron, total | <input type="checkbox"/> | <input type="checkbox"/> | | | | | 7 |
| Magnesium, total | <input type="checkbox"/> | <input type="checkbox"/> | | | | | 20 |
| Manganese, total | <input type="checkbox"/> | <input type="checkbox"/> | | | | | 0.5 |
| Molybdenum, total | <input type="checkbox"/> | <input type="checkbox"/> | | | | | 1 |
| Tin, total | <input type="checkbox"/> | <input type="checkbox"/> | | | | | 5 |
| Titanium, total | <input type="checkbox"/> | <input type="checkbox"/> | | | | | 30 |

* Indicate units if different from µg/L.

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 7 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 8 for Outfall No.: **: Volatile Compounds**

Samples are (check one): ☐ **Composites** ☐ **Grabs**

| Pollutant | Sample 1 (µg/L)* | Sample 2 (µg/L)* | Sample 3 (µg/L)* | Sample 4 (µg/L)* | MAL (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 [Bromodichloromethane] | | | | | 10 |
| 1,1-Dichloroethane | | | | | 10 |
| 1,2-Dichloroethane | | | | | 10 |
| 1,1-Dichloroethylene [1,1-Dichloroethene] | | | | | 10 |
| 1,2-Dichloropropane | | | | | 10 |
| 1,3-Dichloropropylene [1,3-Dichloropropene] | | | | | 10 |
| Ethylbenzene | | | | | 10 |
| Methyl bromide [Bromomethane] | | | | | 50 |
| Methyl chloride [Chloromethane] | | | | | 50 |
| Methylene chloride [Dichloromethane] | | | | | 20 |
| 1,1,2,2-Tetrachloroethane | | | | | 10 |
| Tetrachloroethylene [Tetrachloroethene] | | | | | 10 |
| Toluene | | | | | 10 |
| 1,2-Trans-dichloroethylene [1,2-Trans-dichloroethene] | | | | | 10 |
| 1,1,1-Trichloroethane | | | | | 10 |
| 1,1,2-Trichloroethane | | | | | 10 |
| Trichloroethylene [Trichloroethene] | | | | | 10 |
| Vinyl chloride | | | | | 10 |

* Indicate units if different from µg/L.

Table 9 for Outfall No.: [REDACTED] : Acid Compounds**Samples are (check one):** ☐ Composites ☐ Grabs

| Pollutant | Sample 1 (µg/L)* | Sample 2 (µg/L)* | Sample 3 (µg/L)* | Sample 4 (µg/L)* | MAL (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 10 for Outfall No.: [REDACTED] : Base/Neutral Compounds**Samples are (check one):** ☐ Composites ☐ Grabs

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

| Pollutant | Sample 1 (µg/L)* | Sample 2 (µg/L)* | Sample 3 (µg/L)* | Sample 4 (µg/L)* | MAL (µg/L) |
|---------------------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------|
| 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 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 |
| 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 11 for Outfall No.: **: Pesticides**

Samples are (check one): ☐ **Composites** ☐ **Grabs**

| Pollutant | Sample 1 (µg/L)* | Sample 2 (µg/L)* | Sample 3 (µg/L)* | Sample 4 (µg/L)* | MAL (µg/L) |
|---|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------|
| Aldrin | | | | | 0.01 |
| alpha-BHC [alpha-Hexachlorocyclohexane] | | | | | 0.05 |
| beta-BHC [beta-Hexachlorocyclohexane] | | | | | 0.05 |
| gamma-BHC [gamma-Hexachlorocyclohexane] | | | | | 0.05 |
| delta-BHC [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 |

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

* Indicate units if different from µg/L.

Attachment: [REDACTED]

TABLE 12 (DIOXINS/FURAN COMPOUNDS)

Complete of Table 12 **is required** for **external outfalls**, as directed below. (Instructions, Pages 60-61)

- a. 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 (Rannel) CASRN 299-84-3
- ☐ 2,4,5-trichlorophenol (TCP) CASRN 95-95-4
- ☐ hexachlorophene (HCP) CASRN 70-30-4
- ☐ None of the above

Description: [REDACTED]

- b. 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: [REDACTED]

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

Table 12 for Outfall No.: Samples are (check one): ☐ Composites ☐ Grabs

| Compound | Toxicity Equivalent Factors | Wastewater Concentration (ppq) | Wastewater Toxicity Equivalents (ppq) | Sludge Concentration (ppt) | Sludge Toxicity Equivalents (ppt) | MAL (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 |
| 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, Page 61)

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

☐ Yes ☐ No

b. 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 ☐ NoIf **yes** to either Items a **or** b, complete Table 13 as instructed.**Table 13 for Outfall No.:** Samples are (check one): ☐ Composites ☐ Grabs

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

WORKSHEET 3.0

LAND APPLICATION OF EFFLUENT

This worksheet is required for all applications for a permit to dispose of wastewater by land application.

1. TYPE OF DISPOSAL SYSTEM (Instructions, Page 70)

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: |

2. LAND APPLICATION AREA (Instructions, Page 70)

Land Application Area Information

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

3. ANNUAL CROPPING PLAN (Instructions, Page 70)

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:

4. WELL AND MAP INFORMATION (Instructions, Page 71)

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:

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? Y/N/U | Open, cased, capped, or plugged? | Proposed Best Management Practice |
|---------|----------|---------------------|-------------------------------------|--------------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Attachment:

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:

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

Attachment:

5. SOIL MAP AND SOIL INFORMATION (Instructions, Page 72)

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

- a. ☐ USDA NRCS Soil Survey Map depicting the area to be used for land application with the locations identified by fields and crops
- b. ☐ Breakdown of acreage and percent of total acreage for each soil type
- c. ☐ Copies of laboratory soil analyses

Attachment: ☐

6. LABORATORY ACCREDITATION CERTIFICATION (Instructions, Page 73)

Effective July 1, 2008, all laboratory tests performed must meet the requirements of *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification* with the following general exemptions:

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

Review *30 TAC Chapter 25* for specific requirements. The following certification statement shall be signed and submitted with every application. See Instructions, Page 32, for a list of approved signatories.

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

(Signature)

7. EFFLUENT MONITORING DATA (Instructions, Page 73)

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 14 for Site No.: Click to enter text

Samples are (check one): ☒ **Composites** ☐ **Grabs**

[illegible]

Attach an explanation of all persistent excursions to permitted parameters and corrective actions taken.

Attachment: [Click to enter text](#)

Use this table to provide effluent analysis for parameters regulated in the current permit which are not listed in Table 14.

Additional Parameter Effluent Analysis

[illegible]

Attach an explanation of all persistent excursions to permitted parameters and corrective actions taken.

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

8. POLLUTANT ANALYSIS (Instructions, Page 73)

- 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):
- ☐ Check the box to confirm all samples were collected no more than 12 months prior to the date of application submittal.
- Completion of Tables 15 and 16 **is required** for all applications for the authorization of land application.

Table 15 for Site No.: **; Samples are (check one):** ☐ **Composites** ☐ **Grabs**

| Pollutant | Sample 1 (mg/L) | Sample 2 (mg/L) | Sample 3 (mg/L) | Sample 4 (mg/L) |
|---------------------------------|-----------------|-----------------|-----------------|-----------------|
| BOD (5-day) | | | | |
| CBOD (5-day) | | | | |
| Chemical oxygen demand | | | | |
| Total organic carbon | | | | |
| Ammonia nitrogen | | | | |
| Total suspended solids | | | | |
| Nitrate nitrogen | | | | |
| Total organic nitrogen | | | | |
| Total phosphorus | | | | |
| Oil and grease | | | | |
| Total residual chlorine | | | | |
| Total dissolved solids | | | | |
| Sulfate | | | | |
| Chloride | | | | |
| Fluoride | | | | |
| Fecal Coliform (cfu/100 mL) | | | | |
| Specific conductance (mmhos/cm) | | | | |
| pH (standard units; min/max) | | | | |
| Soluble sodium | | | | |
| Soluble calcium | | | | |
| Soluble magnesium | | | | |
| SAR (unitless) | | | | |

Table 16: for Site No.: **; Samples are (check one):** ☐ **Composites** ☐ **Grabs**

| Pollutant | Sample 1 (µg/L) | Sample 2 (µg/L) | Sample 3 (µg/L) | Sample 4 (µg/L) | MAL (µg/L) |
|----------------------|-----------------|-----------------|-----------------|-----------------|--------------|
| Aluminum, total | | | | | 2.5 |
| Antimony, total | | | | | 5 |
| Arsenic, total | | | | | 0.5 |
| Barium, total | | | | | 3 |
| Beryllium, total | | | | | 0.5 |
| Boron, total | | | | | 20 |
| Cadmium, total | | | | | 1 |
| Chromium, total | | | | | 3 |
| Chromium, hexavalent | | | | | 3 |
| Chromium, trivalent | | | | | N/A |
| Copper, total | | | | | 2 |
| Cyanide | | | | | 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 |

WORKSHEET 3.1

SURFACE LAND APPLICATION AND EVAPORATION

This worksheet **is required** for all applications for a permit to dispose of wastewater by surface land application or evaporation.

1. EDWARDS AQUIFER (Instructions, Page 74)

a. Is the facility subject to *30 TAC Chapter 213*, Edwards Aquifer Rules?

☐ Yes ☐ No

If **no**, proceed to Item 2. If **yes**, complete Items 1.b and 1.c.

b. Check the box next to the subchapter applicable to the facility.

☐ *30 TAC Chapter 213, Subchapter A*

☐ *30 TAC Chapter 213, Subchapter B*

c. If *30 TAC Chapter 213, Subchapter A* applies, attach **either**: 1) a Geologic Assessment (if conducted in accordance with *30 TAC § 213.5*) **or** 2) a report that contains the following information:

- A description of the surface geological units within the proposed land application site and wastewater pond area.
- The location and extent of any sensitive recharge features in the land application site and wastewater pond area
- A list of any proposed BMPs to protect the recharge features.

Attachment:

2. SURFACE SPRAY/IRRIGATION (Instructions, Pages 74-75)

a. Provide the following information on the irrigation operations:

Area under irrigation (acres):

Design application rate (acre-ft/acre/yr):

Design application frequency (hours/day):

Design application frequency (days/week):

Design total nitrogen loading rate (lbs nitrogen/acre/year):

Average slope of the application area (percent):

Maximum slope of the application area (percent):

Irrigation efficiency (percent):

Effluent conductivity (mmhos/cm):

Soil conductivity (mmhos/cm):

Curve number:

Describe the application method and equipment:

b. Attach a detailed engineering report which includes a water balance, storage volume calculations, and a nitrogen balance.

Attachment:

3. EVAPORATION PONDS (Instructions, Page 75)

- a. Daily average effluent flow into ponds: [redacted] gallons per day
- b. Attach a separate engineering report of evaporation calculations for average long-term and worst-case critical conditions.

Attachment: [redacted]

4. EVAPOTRANSPIRATION BEDS (Instructions, Page 75)

- a. Provide the following information on the evapotranspiration beds:

Number of beds: [redacted]

Area of bed(s) (acres): [redacted]

Depth of bed(s) (feet): [redacted]

Void ratio of soil in the beds: [redacted]

Storage volume within the beds (include units): [redacted]

Description of any lining to protect groundwater: [redacted]

- b. Attach a certification by a licensed Texas professional engineer that the liner meets TCEQ requirements.

Attachment: [redacted]

- c. Attach a separate engineering report with water balance, storage volume calculations, and description of the liner.

Attachment: [redacted]

5. OVERLAND FLOW (Instructions, Page 75)

- a. Provide the following information on the overland flow:

Area used for application (acres): [redacted]

Slopes for application area (percent): [redacted]

Design application rate (gpm/foot of slope width): [redacted]

Slope length (feet): [redacted]

Design BOD₅ loading rate (lbs BOD₅/acre/day): [redacted]

Design application frequency (hours/day): [redacted]

Design application frequency (days/week): [redacted]

- b. Attach a separate engineering report with the method of application and design requirements according to 30 TAC § 217.212.

Attachment: [redacted]

WORKSHEET 3.2

SUBSURFACE IRRIGATION SYSTEMS (NON-DRIP)

This worksheet **is required** for all applications for a permit to dispose of wastewater by subsurface land application.

- ☐ Check the box to confirm the Class V Injection Well Inventory/Authorization Form (Worksheet 9.0) has been submitted to the TCEQ UIC Permits Team as directed.

1. EDWARDS AQUIFER (Instructions, Page 76)

- a. The subsurface system is/will be located on the Edwards Aquifer Recharge Zone, as mapped by the TCEQ?
- ☐ Yes ☐ No
- b. The subsurface system is/will be located on the Edwards Aquifer Transition Zone, as mapped by the TCEQ?
- ☐ Yes ☐ No

If **yes** to Item 1.a **or** 1.b, the subsurface system may be prohibited by *30 TAC § 213.8*. Contact the Water Quality Assessment Section at (512) 239-4671 to determine if the proposed activity is affected by this rule.

2. SUBSURFACE APPLICATION (Instructions, Page 76)

- a. Check the box next to the type of subsurface land disposal system requested by this application:
- ☐ Conventional drainfield, beds, or trenches
- ☐ Low pressure dosing
- ☐ Other:
- b. Provide the following information on the irrigation operations:
- Application area (acres):
- Area of drainfield (square feet):
- Application rate (gal/square ft/day):
- Depth to groundwater (feet):
- Area of trench (square feet):
- Dosing duration per area (hours):
- Number of beds:
- Dosing amount per area (inches/day):
- Soil infiltration rate (inches/hour):
- Storage volume (gallons):
- Area of bed(s) (square feet):
- Soil classification:
- c. Attach a separate engineering report using *30 TAC § 309.20, Subchapter C, Land Disposal of Sewage Effluent* as guidance, excluding items b(3)(A) and b(3)(B). Include a description of the schedule of dosing basin rotation.

Attachment:

WORKSHEET 3.3

SUBSURFACE AREA DRIP DISPERSAL SYSTEMS

This worksheet **is required** for all applications for a permit to dispose of wastewater using a SADDs.

- ☐ Check the box to confirm the Class V Injection Well Inventory/Authorization Form (Worksheet 9.0) for this type of disposal system has been submitted to the TCEQ UIC Permits Team as directed.

1. EDWARDS AQUIFER (Instructions, Page 76)

- a. The SADDs is/will be located on the Edwards Aquifer Recharge Zone, as mapped by the TCEQ?

☐ Yes ☐ No

- b. The SADDs is/will be located on the Edwards Aquifer Transition Zone, as mapped by the TCEQ?

☐ Yes ☐ No

If **yes** to Item 1.a **or** 1.b, the SADDs may be prohibited by *30 TAC § 213.8*. Contact the Water Quality Assessment Section at (512) 239-4671 to determine if the proposed activity is affected by this rule.

2. ADMINISTRATIVE INFORMATION (Instructions, Page 77)

- a. Provide the legal name of all corporations or other business entities managed, owned, or otherwise closely related to the owner of the treatment facility: _____

- b. The owner of the land where the WWTF is/will be located is the same as the owner of the WWTF.

☐ Yes ☐ No

If **no**, provide the legal name of all corporations or other business entities managed, owned, or otherwise closely related to the owner of the land where the WWTF is/will be located: _____

- c. Provide the legal name of the owner of the SADDs: _____

- d. The owner of the SADDs is the same as the owner of the WWTF or the site where the WWTF is/will be located.

☐ Yes ☐ No

If **no**, identify the legal name of all corporations or other business entities managed, owned, or otherwise closely related to the entity identified in Item 1.c: _____

- e. Provide the legal name of the owner of the land where the SADDs is located: _____

- f. The owner of the land where the SADDs is/will be located is the same as owner of the WWTF, the site where the WWTF is located, or the owner of the SADDs.

☐ Yes ☐ No

If **no**, provide the legal name of all corporations or other business entities managed, owned, or otherwise closely related to the entity identified in item 1.e: _____

3. SADDs (Instructions, Pages 78-79)

a. Check the box next to the type SADDs requested by this application:

- ☐ Subsurface drip/trickle irrigation
☐ Surface drip irrigation
☐ Other: _____

b. Attach a description of the SADDs proposed/used by the facility (see instructions for guidance).

Attachment: _____

c. Provide the following information on the SADDs:

Application area (acres): _____

Soil infiltration rate (inches/hour): _____

Average slope of the application area: _____

Maximum slope of the application area: _____

Storage volume (gallons): _____

Major soil series: _____

Depth to groundwater (feet): _____

Effluent conductivity (mmhos/cm): _____

d. The facility is/will be located west of the boundary shown in *30 TAC § 222.83* **and** using a vegetative cover of non-native grasses over seeded with cool-season grasses.

☐ Yes ☐ No

If **yes**, the facility may propose a hydraulic application rate up to, but not to exceed, 0.1 gal/ft²/day.

e. The facility is/will be located east of the boundary shown in *30 TAC § 222.83* **or** is the facility proposing any crop other than non-native grasses.

☐ Yes ☐ No

If **yes**, the facility must use the formula in *30 TAC § 222.83* to calculate the maximum hydraulic application rate.

f. The facility has or plans to submit an alternative method to calculate the hydraulic application rate for approval by the ED.

☐ Yes ☐ No

If **yes**, provide the following information on the hydraulic application rates:

- Hydraulic application rate (gal/square foot/day): _____
- Nitrogen application rate (gal/square foot/day): _____

g. Provide the following dosing information:

Number of doses per day: _____

Dosing duration per area (hours): _____

Rest period between doses (hours): _____

Dosing amount per area (inches/day): _____

Number of zones: _____

h. The system is/will be a surface drip irrigation system using existing native vegetation as a crop?

☐ Yes ☐ No

If **yes**, attach the following information:

- A vegetation survey by a certified arborist describing the percent canopy cover and relative percentage of major overstory and understory plant species.

Attachment:

- Attach a separate engineering report using *30 TAC § 309.20, Subchapter C, Land Disposal of Sewage Effluent* as guidance, excluding items b(3)(A) and b(3)(B). Include a description of the schedule of dosing basin rotation.

Attachment:

4. REQUIRED PLANS (Instructions, Pages 79-80)

a. Attach a Soil Evaluation with all information required in *30 TAC § 222.73*.

Attachment:

b. Attach a Site Preparation Plan with all information required in *30 TAC § 222.75*.

Attachment:

c. Attach a Recharge Feature Plan with all information required in *30 TAC § 222.79*.

Attachment:

d. Provide soil sampling and testing with all information required in *30 TAC § 222.157*.

Attachment:

5. FLOOD AND RUN-ON PROTECTION (Instructions, Page 80)

a. Is the existing/proposed SADDs located within the 100-year frequency flood level?

☐ Yes ☐ No

Source:

If **yes**, describe how the site will be protected from inundation:

b. Is the existing/proposed SADDs within a designated floodway?

☐ Yes ☐ No

If **yes**, attach either the FEMA flood map or alternate information used to make this determination.

Attachment:

6. SURFACE WATERS IN THE STATE (Instructions, Page 80)

a. Attach a buffer map which shows the appropriate buffers on surface waters in the state, water wells, and springs/seeps.

Attachment:

b. The facility has or plans to request a buffer variance from water wells or waters in the state?

☐ Yes ☐ No

If **yes**, attach the additional information required in *30 TAC § 222.81(c)*.

Attachment:

WORKSHEET 4.0 RECEIVING WATERS

This worksheet **is required** for all TPDES permit applications.

1. DOMESTIC DRINKING WATER SUPPLY (Instructions, Page 81)

- a. There is a surface water intake for domestic drinking water supply located within 5 (five) miles downstream from the point/proposed point of discharge.

☐ Yes ☒ No

If **no**, stop here and proceed to Item 2. If **yes**, provide the following information:

- i. The legal name of the owner of the drinking water supply intake:

- v. The distance and direction from the outfall to the drinking water supply intake:

- b. Locate and identify the intake on the USGS 7.5-minute topographic map provided for Administrative Report 1.0.

☐ Check this box to confirm the above requested information is provided.

2. DISCHARGE INTO TIDALLY INFLUENCED WATERS (Instructions, Page 81)

If the discharge is to tidally influenced waters, complete this section. Otherwise, proceed to Item 3.

- a. Width of the receiving water at the outfall: feet

- b. Are there oyster reefs in the vicinity of the discharge?

☐ Yes ☐ No

If **yes**, provide the distance and direction from the outfall(s) to the oyster reefs:

- c. Are there sea grasses within the vicinity of the point of discharge?

☐ Yes ☐ No

If **yes**, provide the distance and direction from the outfall(s) to the grasses:

3. CLASSIFIED SEGMENT (Instructions, Page 81)

The discharge is/will be directly into (or within 300 feet of) a classified segment.

☐ Yes ☒ No

If **yes**, stop here. It is not necessary to complete Items 4 and 5 of this worksheet or Worksheet 4.1.

If **no**, complete Items 4 and 5 and Worksheet 4.1 may be required.

4. DESCRIPTION OF IMMEDIATE RECEIVING WATERS (Instructions, Page 82)

a. Name of the immediate receiving waters: Fields Bayou

b. Check the appropriate description of the immediate receiving waters:

- | | |
|--|---|
| <input type="checkbox"/> Lake or Pond | <input checked="" type="checkbox"/> Man-Made Channel or Ditch |
| • Surface area (acres): <input type="text"/> | <input type="checkbox"/> Stream or Creek |
| • Average depth of the entire water body (feet): <input type="text"/> | <input type="checkbox"/> Freshwater Swamp or Marsh |
| • Average depth of water body within a 500-foot radius of the discharge point (feet): <input type="text"/> | <input type="checkbox"/> Tidal Stream, Bayou, or Marsh |
| | <input type="checkbox"/> Open Bay |
| | <input type="checkbox"/> Other, specify: <input type="text"/> |

If **Man-Made Channel or Ditch** or **Stream or Creek** were selected above, provide responses to Items 4.c – 4.g below:

c. For **existing discharges**, check the description below that best characterizes the area **upstream** of the discharge.

For **new discharges**, check the description below that best characterizes the area **downstream** of the discharge.

- ☐ Intermittent (dry for at least one week during most years)
- ☒ Intermittent with Perennial Pools (enduring pools containing habitat to maintain aquatic life uses)
- ☐ Perennial (normally flowing)

Check the source(s) of the information used to characterize the area upstream (existing discharge) or downstream (new discharge):

- ☐ USGS flow records
- ☐ personal observation
- ☐ historical observation by adjacent landowner(s)
- ☒ other, specify: Texas Department of Transportation

d. List the names of all perennial streams that join the receiving water within three miles downstream of the discharge point: Cherry Creek

e. The receiving water characteristics change within three miles downstream of the discharge (e.g., natural or man-made dams, ponds, reservoirs, etc.).

- ☒ Yes ☐ No

If **yes**, describe how: Discharges at Outfall 001 occur when the previously mined out pits overflow the levee at the southwest corner, where a man-made drainage ditch directs flow westward towards the nearest receiving water: Fields Bayou. Fields Bayou is approximately 0.25 miles west of Outfall 001.

f. General observations of the water body during normal dry weather conditions: Discharges from Outfall 001 are directed down a man-made drainage channel along the north side of a dirt roadway, Sunday Road, until joining Fields Bayou. The drainage channel is considered intermittent with perennial pools for the quarter mile reach downstream of the outfall. Most of the reach has approximately two feet or less of standing and/or slow flowing water. There is an abundance of grasses and other wetland vegetation present throughout the drainage channel, including a low amount of canopy coverage.

Date and time of observation: 8/2/24 at 11 AM

g. The water body was influenced by stormwater runoff during observations.

☒ Yes ☐ No

If **yes**, describe how: Within a month of Hurricane Beryl. Flood water evident.

5. GENERAL CHARACTERISTICS OF WATER BODY (Instructions, Page 82)

a. Is the receiving water upstream of the existing discharge or proposed discharge site influenced by any of the following (check all that apply):

| | |
|---|---|
| <input type="checkbox"/> oil field activities | <input type="checkbox"/> urban runoff |
| <input type="checkbox"/> agricultural runoff | <input type="checkbox"/> septic tanks |
| <input type="checkbox"/> upstream discharges | <input type="checkbox"/> other, specify: <input type="text"/> |

b. Uses of water body observed or evidence of such uses (check all that apply):

| | | |
|---|--|---|
| <input type="checkbox"/> livestock watering | <input type="checkbox"/> fishing | <input type="checkbox"/> picnic/park activities |
| <input type="checkbox"/> non-contact recreation | <input type="checkbox"/> industrial water supply | <input type="checkbox"/> other, specify: <input type="text"/> |
| <input type="checkbox"/> domestic water supply | <input type="checkbox"/> irrigation withdrawal | <input type="text"/> |
| <input type="checkbox"/> contact recreation | <input type="checkbox"/> navigation | |

c. Description which best describes the aesthetics of the receiving water and the surrounding area (check only one):

☐ **Wilderness:** outstanding natural beauty; usually wooded or un-pastured area; water clarity exceptional

☒ **Natural Area:** trees or native vegetation common; some development evident (from fields, pastures, dwellings); water clarity discolored

☐ **Common Setting:** not offensive, developed but uncluttered; water may be colored or turbid

☐ **Offensive:** stream does not enhance aesthetics; cluttered; highly developed; dumping areas; water discolored

WORKSHEET 4.1

WATERBODY PHYSICAL CHARACTERISTICS

The following information **is required** for new applications, EPA-designated Major facilities, and major amendment applications requesting to add an outfall if the receiving waters are perennial or intermittent with perennial pools (including impoundments) for a TDPES permit.

Complete the transects downstream of the existing or proposed discharges.

1. DATA COLLECTION (Instructions, Pages 83-84)

- a. Date of study: 8/2/2024 Time of study: 11:00AM
 Waterbody name: Fields Bayou
 General location: Rye, Texas
- b. Type of stream upstream of an existing discharge or downstream of a proposed discharge (check only one):
☐ perennial ☒ intermittent with perennial pools ☐ impoundment
- c. No. of defined stream bends:
 Well: 0 Moderately: 0 Poorly: 0
- d. No. of riffles: 0
- e. Evidence of flow fluctuations (check one):
☐ Minor ☒ Moderate ☐ Severe
- f. Provide the observed stream uses and where there is evidence of channel obstructions/modifications:
Obstructions include thick vegetation.
- g. Complete the following table with information regarding the transect measurements.

Stream Transect Data

| Transect Location | Habitat Type* | Water Surface Width (ft) | Stream Depths (ft)** | | | | | | | |
|-------------------|---------------|--------------------------|----------------------|--|--|--|--|--|--|--|
| 1 | Pool | 6 | 1-2 inches | | | | | | | |
| 2 | Pool | 80 | 1-2 | | | | | | | |
| 3 | Pool | 80 | 1-2 | | | | | | | |
| 4 | Pool | 100 | 6-8 | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

* riffle, run, glide, or pool

** channel bed to water surface

2. SUMMARIZE MEASUREMENTS (Instructions, Page 84)

Provide the following information regarding the transect measurements:

Streambed slope of entire reach (from USGS map in ft. /ft.): 5/1000

Approximate drainage area above the most downstream transect from USGS map or county highway map (square miles): 1

Length of stream evaluated (ft): 1320

Number of lateral transects made: 4

Average stream width (ft): 65

Average stream depth (ft): 2.5

Average stream velocity (ft/sec): 0.10

Instantaneous stream flow (ft³/sec): 16.25

Indicate flow measurement method (VERY IMPORTANT – type of meter, floating chip timed over a fixed distance, etc.): Floating chip timed over a fixed distance

Flow fluctuations (i.e., minor, moderate, or severe): Moderate

Size of pools (i.e., large, small, moderate, or none): Large/Moderate

Maximum pool depth (ft): 8

Total number of stream bends: 0

Number well defined: 0

Number moderately defined: 0

Number poorly defined: 0

Total number of riffles: 0

WORKSHEET 5.0

SEWAGE SLUDGE MANAGEMENT AND DISPOSAL

The following information **is required** for all TPDES permit applications that meet the conditions as outlined in Technical Report 1.0, Item 7.

1. SEWAGE SLUDGE SOLIDS MANAGEMENT PLAN (Instructions, Page 85)

a. Is this a new permit application or an amendment permit application?

☐ Yes ☐ No

b. Does or will the facility discharge in the Lake Houston watershed?

☐ Yes ☐ No

If **yes** to either Item 1.a **or** 1.b, attach a solids management plan.

Attachment:

2. SEWAGE SLUDGE MANAGEMENT AND DISPOSAL (Instructions, Pages 85-86)

a. Check the box next to the sludge disposal method(s) authorized under the facility's existing permit (check all that apply).

- ☐ Permitted landfill
- ☐ Marketing and distribution by the permittee, attach Form TCEQ-00551
- ☐ Registered land application site, attach Form TCEQ-00565
- ☐ Processed by the permittee, attach Form TCEQ-00744
- ☐ Surface disposal site (sludge monofill), attach Form TCEQ-00744
- ☐ Transported to another WWTP
- ☐ Beneficial land application, attach Form TCEQ-10451
- ☐ Incineration, attach Form TCEQ-00744

Based on the selection(s) made above, complete and attach the required TCEQ forms as directed. Failure to submit the required TCEQ form will result in delays in processing the application

Attachment:

b. Provide the following information for each disposal site:

Disposal site name:

TCEQ Permit/Registration Number:

County where disposal site is located:

c. Method of sewage sludge transportation: ☐ truck ☐ train ☐ pipe ☐ other:

TCEQ Hauler Registration Number:

Sludge is transported as a: ☐ liquid ☐ semi-liquid ☐ semi-solid ☐ solid

- d. Purpose of land application: ☐ reclamation ☐ soil conditioning ☐ N/A
- e. If sewage sludge is transported to another WWTP for treatment, attach a written statement or copy of contractual agreements confirming that the WWTP identified above will accept and be responsible for the sludge from this facility for the life of the permit (at least 5 years).

Attachment: ☐

3. AUTHORIZATION FOR SEWAGE SLUDGE DISPOSAL (Instructions, Page 86)

- a. If this is a new or major amendment application which requests authorization of a new sewage sludge disposal method, check the new sewage disposal method(s) requested for authorization (check all that apply):

- ☐ Marketing and distribution by the permittee, attach Form TCEQ-00551
- ☐ Processed by the permittee, attach Form TCEQ-00744
- ☐ Surface disposal site (sludge monofill), attach Form TCEQ-00744
- ☐ Beneficial land application, attach Form TCEQ-10451
- ☐ Incineration, attach Form TCEQ-00744

Based on the selection(s) made above, complete and attach any required TCEQ forms, as directed. Failure to submit the required TCEQ form will result in delays in processing the application

Attachment: ☐

NOTE: New authorization for beneficial land application, incineration, processing, or disposal in the TPDES permit or TLAP **requires a major amendment to the permit**. New authorization for composting may require a major amendment to the permit. See the instructions to determine if a major amendment is required or if authorization for composting can be added through the renewal process.

WORKSHEET 6.0

INDUSTRIAL WASTE CONTRIBUTION

This worksheet **is required** for all applications for publicly-owned treatment works (POTWs).

For an explanation of the terms used in this worksheet, refer to the General Definitions on pages 4-12 and the Definitions Relating to Pretreatment on pages 13-14 of the Instructions.

1. ALL POTWS (Instructions, Page 87)

- a. Complete the following table with the number of each type of industrial users (IUs) that discharge to the POTW and the daily average flows from each.

Industrial User Information

| Type of Industrial User | Number of Industrial Users | Daily Average Flow (gallons per day) |
|-------------------------|----------------------------|--------------------------------------|
| CIU | | |
| SIU - Non-categorical | | |
| Other IU | | |

- b. In the past three years, has the POTW experienced treatment plant interference?

☐ Yes ☐ No

If **yes**, identify the date(s), duration, nature of interference, and probable cause(s) and possible source(s) of each interference event. Include the names of the IU(s) that may have caused the interference: _____

- c. In the past three years, has the POTW experienced pass-through?

☐ Yes ☐ No

If **yes**, identify the date(s), duration, pollutants passing through the treatment plant, and probable cause(s) and possible source(s) of each pass-through event. Include the names of the IU(s) that may have caused the pass-through: _____

- d. Does the POTW have, or is it required to develop, an approved pretreatment program?

☐ Yes ☐ No

If **yes**, answer all questions in Item 2 and skip Item 3.

If **no**, skip Item 2 and answer all questions in Item 3 for each significant industrial user and categorical industrial user.

2. POTWS WITH APPROVED PRETREATMENT PROGRAMS OR THOSE REQUIRED TO DEVELOP A PRETREATMENT PROGRAM (Instructions, Pages 87-88)

- a. Have there been any substantial modifications to the POTW's approved pretreatment program that have not been submitted to the Approval Authority (TCEQ) for approval according to *40 CFR § 403.18*?

☐ Yes ☐ No

If **yes**, include an attachment which identifies all substantial modifications that have not been submitted to the TCEQ and the purpose of the modifications.

Attachment: _____

- b. Have there been any non-substantial modifications to the POTW's approved pretreatment program that have not been submitted to the Approval Authority (TCEQ)?

☐ Yes ☐ No

If **yes**, include an attachment which identifies all non-substantial modifications that have not been submitted to the TCEQ and the purpose of the modification.

Attachment: [REDACTED]

- c. List all parameters measured above the MAL in the POTW's effluent monitoring during the last three years:

Effluent Parameters Measured Above the MAL

| Pollutant | Concentration | MAL | Units | Date |
|-----------|---------------|-----|-------|------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Attachment: [REDACTED]

- d. Has any SIU, CIU, or other IU caused or contributed to any other problems (excluding interference or pass-through) at the POTW in the past three years?

☐ Yes ☐ No

If **yes**, provide a description of each episode, including date(s), duration, description of problems, and probable pollutants. Include the name(s) of the SIU(s)/CIU(s)/other IU(s) that may have caused or contributed to any of the problems: [REDACTED]

3. SIGNIFICANT INDUSTRIAL USER AND CATEGORICAL INDUSTRIAL USER INFORMATION (Instructions, Pages 88-89)

POTWs that **do not** have an approved pretreatment program **are required** to provide the following information for each SIU and CIU:

- a. Mr. or Ms.: [REDACTED] First/Last Name: [REDACTED]

Organization Name: [REDACTED] SIC Code: [REDACTED]

Phone number: [REDACTED] Email address: [REDACTED]

Physical Address: [REDACTED] City/State/ZIP Code: [REDACTED]

Attachment: [REDACTED]

- b. Describe the industrial processes or other activities that affect or contribute to the SIU(s) or CIU(s) discharge (e.g., process and non-process wastewater): [REDACTED]

Attachment: [REDACTED]

- c. Provide a description of the principal products(s) or service(s) performed: [REDACTED]

d. Flow rate information

Flow rate information

| Effluent Type | Discharge (gallons per day) | Discharge Frequency (continuous, batch, or intermittent) |
|------------------------|--|---|
| Process wastewater | | |
| Non-process wastewater | | |

e. Pretreatment Standards

- i. Is the SIU or CIU subject to technology-based local limits as defined in the application instructions?

☐ Yes ☐ No

- ii. Is the SIU subject to categorical pretreatment standards?

☐ Yes ☐ No

If **yes**, provide the category and subcategory or subcategories in the SIUs Subject To Categorical Pretreatment Standards table.

SIUs Subject To Categorical Pretreatment Standards

| Category in 40 CFR | Subcategory in 40 CFR | Subcategory in 40 CFR | Subcategory in 40 CFR | Subcategory in 40 CFR |
|-------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

- f. Has the SIU or CIU caused or contributed to any problem(s) (e.g., interferences, pass through, odors, corrosion, blockages) at the POTW in the past three years?

☐ Yes ☐ No

If **yes**, provide a description of each episode, including dates, duration, description of problems, and probable pollutants, and include the name(s) of the SIU(s)/CIU(s) that may have caused or contributed to the problem(s):

WORKSHEET 7.0

STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITIES

This worksheet **is required** for all TPDES permit applications requesting individual permit coverage for discharges consisting of **either**: 1) solely of stormwater discharges associated with industrial activities, as defined in *40 CFR § 122.26(b)(14)(i-xi)*, **or** 2) stormwater discharges associated with industrial activities and any of the listed allowable non-stormwater discharges, as defined in the MSGP (TXR05000), Part II, Section A, Item 6.

Discharges of stormwater as defined in *40 CFR § 122.26 (b)(13)* are not required to obtain authorization under a TPDES permit (see exceptions at *40 CFR §§ 122.26(a)(1)* and *(9)*). Authorization for discharge may be required from a local municipal separate storm sewer system.

1. APPLICABILITY (Instructions, Page 90)

Do discharges from any of the existing/proposed outfalls consist either 1) solely of stormwater discharges associated with industrial activities **or** 2) stormwater discharges associated with industrial activities and any of the allowable non-stormwater discharges?

☐ Yes ☐ No

If **no**, stop here. If **yes**, proceed as directed.

2. STORMWATER OUTFALL COVERAGE (Instructions, Page 91)

List each existing/proposed stormwater outfall at the facility and indicate which type of authorization covers or is proposed to cover discharges.

Authorization coverage

| Outfall | Authorized Under MSGP | Authorized Under Individual Permit |
|---------|--------------------------|------------------------------------|
| | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> |

If **all** existing/proposed outfalls which discharge stormwater associated with industrial activities (and any of the allowable non-stormwater discharges) are **authorized under the MSGP**, **stop** here.

If **seeking authorization** for any outfalls which discharge stormwater associated with industrial activities (and any of the allowable non-stormwater discharges) **under an individual permit**, **proceed**.

NOTE: The following information is required for each existing/proposed stormwater outfall for which the facility is seeking individual permit authorization under this application.

3. SITE MAP (Instructions, Page 91)

Attach a site map or maps (drawn to scale) of the entire facility with the following information.

- the location of each stormwater outfall to be covered by the permit
- an outline of the drainage area that is within the facility's boundary and that contributes stormwater to each outfall to be covered by the permit
- connections or discharge points to municipal separate storm sewer systems
- locations of all structures (e.g. buildings, garages, storage tanks)
- structural control devices that are designed to reduce pollution in discharges of stormwater associated with industrial activities
- process wastewater treatment units (including ponds)
- bag house and other air treatment units exposed to stormwater (stormwater runoff, snow melt runoff, and surface runoff and drainage)
- landfills; scrapyards; surface water bodies (including wetlands)
- vehicle and equipment maintenance areas
- physical features of the site that may influence discharges of stormwater associated with industrial activities or contribute a dry weather flow
- locations where spills or leaks of reportable quality (as defined in *30 TAC § 327.4*) have occurred during the three years before this application was submitted to obtain coverage under an individual permit
- processing areas, storage areas, material loading/unloading areas, and other locations where significant materials are exposed to stormwater (stormwater runoff, snow melt runoff, and surface runoff and drainage)

☐ Check the box to confirm all the above information was provided on the facility site map(s).

Attachment:

4. FACILITY/SITE INFORMATION (Instructions, Pages 91-92)

- a. Provide the area of impervious surface and the total area drained by each stormwater outfall requested for authorization by this permit application.

Impervious Surfaces

| Outfall | Area of Impervious Surface (include units) | Total Area Drained (include units) |
|---------|---|---------------------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

- b. Provide the following local area rainfall information and the source of the information.

Wettest month:

Average rainfall for wettest month (total inches): [REDACTED]

25-year, 24-hour rainfall (inches): [REDACTED]

Source: [REDACTED]

- c. Attach an inventory, or list, of materials currently handled at the facility that may be exposed to precipitation. **Attachment:** [REDACTED]
- d. Attach narrative descriptions of the industrial processes and activities involving the materials in the above-listed inventory that occur outdoors or in some manner that may result in exposure of the materials to precipitation or runoff (see instructions for guidance). **Attachment:** [REDACTED]
- e. Describe any BMPs and controls the facility uses/proposes to prevent or effectively reduce pollution in stormwater discharges from the facility: [REDACTED]

5. LABORATORY ACCREDITATION CERTIFICATION (Instructions, Page 92)

Effective July 1, 2008, all laboratory tests performed must meet the requirements of *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification* with the following general exemptions:

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

Review *30 TAC Chapter 25* for specific requirements. The following certification statement shall be signed and submitted with every application. See Instructions, Page 32, for a list of approved signatories.

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

(Signature)

6. POLLUTANT ANALYSIS (Instructions, Pages 92-93)

- 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): [REDACTED]
- b. ☐ Check the box to confirm all samples were collected no more than 12 months prior to the date of application submittal.
- c. Complete Table 17 as directed on page 92 of the Instructions.

**** Flow-weighted composite sample**

Table 18 Pollutant Analysis for Outfall No.:

**** Flow-weighted composite sample**

7. STORM EVENT DATA (Instructions, Page 94)

Provide the following data for the storm event(s) which resulted in the maximum values for the analytical data submitted:

Date of storm event:

Duration of storm event (minutes):

Total rainfall during storm event (inches):

Number of hours the between beginning of the storm measured and the end of the previous measurable storm event (hours):

Maximum flow rate during rain event (gallons/minute):

Total stormwater flow from rain event (gallons):

Provide a description of the method of flow measurement or estimate:

WORKSHEET 8.0

AQUACULTURE

This worksheet **is required** for all TPDES permit applications requesting individual permit coverage for discharges of aquaculture wastewater.

1. FACILITY/SITE INFORMATION (Instructions, Pages 95-96)

- a. Complete the following table with information regarding production ponds, raceways, and fabricated tanks at the facility:

Production Pond Descriptions:

| Number of Ponds | Dimensions (include units) | Area of Each Pond (include units) | Number of Ponds × Area of Ponds (include units) |
|-----------------|-------------------------------|--------------------------------------|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Total surface area of all ponds:

Raceway Descriptions:

| Number of Raceways | Dimensions (include units) |
|--------------------|----------------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Fabricated Tank Descriptions:

| Number of Tanks | Dimensions (include units) |
|-----------------|----------------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

b. Does the facility have a TPWD-approved emergency plan?

☐ Yes ☐ No

If **yes**, attach a copy of the approved plan.

Attachment:

c. Does the facility have an aquatic plant transplant authorization?

☐ Yes ☐ No

If **yes**, attach a copy of the authorization letter.

Attachment:

d. Provide the number of aquaculture facilities located within 25-miles of this facility:

2. SPECIES IDENTIFICATION (Instructions, Page 96)

Complete the following table regarding each species raised, source, origin, and disease status of the stock. Identify and attach copies of any current relevant authorizations or permits that authorize the species.

Stock Species Information

| Species | Source of Stock | Origin of Stock | Disease Status | Authorizations |
|---------|-----------------|-----------------|----------------|----------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Attachment:

3. STOCK MANAGEMENT PLAN (Instructions, Page 96)

Attach a detailed stock management plan.

Attachment:

4. WATER TREATMENT AND DISCHARGE DESCRIPTION (Instructions, Page 97)

Attach a detailed description of the discharge practices and water treatment process(es).

Attachment:

5. SOLID WASTE MANAGEMENT (Instructions, Page 97)

Attach a description of the solid waste-disposal practices.

Attachment:

6. SITE ASSESSMENT REPORT (Instructions, Pages 97-98)

All new and expanding commercial shrimp facilities located/to be located within the coastal zone must attach a detailed site assessment report which identifies sensitive aquatic habitats within the coastal zone.

Attachment:

WORKSHEET 9.0

CLASS V INJECTION WELL INVENTORY/AUTHORIZATION FORM

| | | |
|--|---|---|
| SUBMIT TO: TCEQ UIC Permits Team Radioactive Materials Division MC 233 PO Box 13087 Austin, Texas 78711-3087 512/239-6466 | TEXAS COMMISSION ON ENVIRONMENTAL QUALITY CLASS V INJECTION WELL INVENTORY/ AUTHORIZATION FORM | For TCEQ Use Only Reg. No. Date Received: Date Authorized: |
|--|---|---|

Reg. No. 5

Class V Well Designation Code:

SECTION I GENERAL INFORMATION (Instructions, Page 101)

Provide the requested information for Items 1 through 8.

1. TCEQ Program (PST, VCP, IHW, etc.): Program ID:
 Contact Name: Phone Number:
2. Agent/Consultant:
 Contact Name: Phone Number:
 Address (Street, City, State, and Zip Code):
3. ☐ Owner ☐ Operator
 Owner/Operator:
 Contact Name: Phone Number:
 Address (Street, City, State, and Zip Code):
4. Facility Name:
 Address (Street, City, County, State, and Zip Code) or location description (if no address is available):

 Contact Name: Phone Number:
5. Latitude and Longitude (degrees-minutes-seconds):
 Method of determination (GPS, TOPO, etc.):
 Attach topographic quadrangle map as Attachment A.
6. Type of Well Construction (Vertical Injection, Subsurface Fluid Distribution System, Infiltration Gallery, Temporary Injection Points, etc.):
 Number of Injection Wells:
7. Detailed Description regarding purpose of Injection System:
 Attach a Site Map as Attachment B (Include Approved Remediation Plan, if appropriate).
8. Water Well Driller/Installer: License Number:
 Address (Street, City, State, and Zip Code):
 Phone Number:

SECTION II PROPOSED DOWN HOLE DESIGN

Attach a diagram signed and sealed by a licensed engineer as Attachment C

| Name of String | Size | Setting Depth | Sacks Cement/Grout - Slurry Volume - Top of Cement | Hole Size | Weight PVC/Steel (lbs/ft) |
|----------------|------|---------------|--|-----------|---------------------------|
| 9. Casing | | | | | |
| 10. Tubing | | | | | |
| 11. Screen | | | | | |

SECTION III PROPOSED TRENCH SYSTEM, SUBSURFACE FLUID DISTRIBUTION SYSTEM, OR INFILTRATION GALLERY

Attach a diagram signed and sealed by a licensed engineer as Attachment D and provide the information requested in Items 12 through 13.

12. System(s) Dimensions:

13. System(s) Construction:

SECTION IV SITE HYDROGEOLOGICAL AND INJECTION ZONE DATA

Provide the information requested in Items 14 through 31.

14. Name of Contaminated Aquifer:

15. Receiving Formation Name of Injection Zone:

16. Well/Trench Total Depth:

17. Surface Elevation:

18. Depth to Ground Water:

19. Injection Zone Depth:

20. Injection Zone vertically isolated geologically? ☐ Yes ☐ No

Impervious Strata between Injection Zone and nearest Underground Source of Drinking Water:

- Name:
- Thickness:

21. Provide a list of contaminants and the levels (ppm) in contaminated aquifer as Attachment E.

22. Provide the Horizontal and Vertical extent of contamination and injection plume as Attachment F.

23. Provide Formation (Injection Zone) Water Chemistry (Background levels) TDS, etc. as Attachment G.

24. Provide the Injection Fluid Chemistry in PPM at point of injection as Attachment H.

25. Lowest Known Depth of Ground Water with < 10,000 PPM TDS:

26. Maximum injection Rate/Volume/Pressure:

27. Water wells within 1/4-mile radius (attach map as Attachment I):

28. Injection wells within 1/4-mile radius (attach map as Attachment I):

29. Monitor wells within 1/4 mile radius (attach drillers logs and map as Attachment I):

30. Sampling frequency:

31. Known hazardous components in injection fluid:

SECTION V SITE HISTORY

Provide the information requested in Items 32 through 35

32. Type of Facility:

33. Contamination Dates:

34. Provide the original Contamination (VOCs, TPH, BTEX, etc.) and Concentrations as attachment J

35. Provide the results of any previous remediation as attachment K.

NOTE: Authorization Form should be completed in detail and authorization given by the TCEQ before construction, operation, and/or conversion can begin. Attach additional pages as necessary.

CLASS V INJECTION WELL DESIGNATIONS

- 5A07 Heat Pump/AC return (IW used for groundwater to heat or cool buildings)
- 5A19 Industrial Cooling Water Return Flow (IW used to cool industrial process equipment)
- 5B22 Salt Water Intrusion Barrier (IW used to inject fluids to prevent the intrusion of salt water into an aquifer)
- 5D02 Stormwater Drainage (IW designed for the disposal of rain water)
- 5D04 Industrial Stormwater Drainage Wells (IW designed for the disposal of rain water associated with industrial facilities)
- 5F01 Agricultural Drainage (IW that receive agricultural runoff)
- 5R21 Aquifer Recharge (IW used to inject fluids to recharge an aquifer)
- 5S23 Subsidence Control Wells (IW used to control land subsidence caused by groundwater withdrawal)
- 5W09 Untreated Sewage
- 5W10 Large Capacity Cesspools (Cesspools that are designed for 5,000 gpd or greater)
- 5W11 Large Capacity Septic systems (Septic systems designed for 5,000 gpd or greater)
- 5W12 WTP disposal
- 5W20 Industrial Process Waste-disposal Wells
- 5W31 Septic System (Well Disposal method)
- 5W32 Septic System Drainfield Disposal
- 5X13 Mine Backfill (IW used to control subsidence, dispose of mining byproducts, or fill sections of a mine)
- 5X25 Experimental Wells (Pilot Test) (IW used to test new technologies or tracer dye studies)
- 5X26 Aquifer Remediation (IW used to clean up, treat, or prevent contamination of a USDW)
- 5X27 Other Wells
- 5X28 Motor Vehicle Waste-disposal Wells (IW used to dispose of waste from a motor vehicle site - These are currently banned)
- 5X29 Abandoned Drinking Water Wells (waste disposal)

WORKSHEET 10.0

QUARRIES IN THE JOHN GRAVES SCENIC RIVERWAY

This worksheet **is required** for all applications for individual permits for a municipal solid waste facilities or mining facilities located within a Water Quality Protection Area in the John Graves Scenic Riverway.

Review 30 TAC §§ 311.71-311.82 thoroughly prior to completing any portion of this worksheet.

1. EXCLUSIONS (Instructions, Pages 101-102)

a. Is this a municipal solid waste facility?

☐ Yes ☐ No

b. Has this quarry been in operation since January 1, 1994 without cessation of operation for more than 30 consecutive days and under the same ownership?

☐ Yes ☐ No

c. Is this a coal mine?

☐ Yes ☐ No

d. Is this a facility mining clay and/or shale for use in manufacturing of structural clay products?

☐ Yes ☐ No

If **yes to any** of the above questions, **stop here**. The facility is required to maintain acceptable documentation, as outlined in *30 TAC § 311.72(c)*, at the facility to demonstrate the exclusion(s).

2. LOCATION OF THE QUARRY (Instructions, Page 102)

Check the box next to the distance between the quarry and the nearest navigable water body:

☐ < 200 feet ☐ 200 feet – 1,500 feet ☐ 1,500 feet – 1 mile ☐ > 1 mile

NOTE: The construction or operation of any new quarry or expansion of any existing quarry **is prohibited** within 200 feet of any water body located within a water quality protection area in the John Graves Scenic Riverway.

3. ADDITIONAL REQUIREMENTS (Instructions, Pages 102-104)

Use the table in the Instructions to determine if additional application requirements apply to the facility based on distance between the quarry and the nearest waterway. Attach as appropriate or enter N/A.

a. Attach a Restoration Plan:

b. Amount of Financial Assurance for Restoration: \$
Mechanism:

c. Attach a Technical Demonstration:

d. Attach a Reclamation Plan:

e. Amount of Financial Assurance for Reclamation: \$
Mechanism:

WORKSHEET 11.0

COOLING WATER SYSTEM INFORMATION

This worksheet **is required** for all TPDES permit applications **that meet the conditions outlined in Technical Report 1.0, Item 12.**

1. COOLING WATER SYSTEM DATA (Instructions, Pages 105-106)

- a. Complete the following table with information regarding the cooling water system.

Cooling Water System Data

| | |
|----------------------|--|
| Total DIF | |
| Total AIF | |
| Intake Flow Uses (%) | |
| Contact cooling | |
| Non-contact cooling | |
| Process uses | |
| Other | |

- b. Attach the following information:
- A narrative description of the design and annual operation of the facility's cooling water system and its relationship to the CWIS(s).
 - A scaled map depicting the location of each CWIS, impoundment, intake pipe, and canals, pipes, or waterways used to convey cooling water to, or within, the cooling water system. Provide the latitude and longitude for each CWIS and any intake pipe(s) on the map. Indicate the position of the intake pipe within the water column.
 - A description of water reuse activities, if applicable, reductions in total water withdrawals, if applicable, and the proportion of the source waterbody withdrawn (on a monthly basis).
 - Design and engineering calculations prepared by a qualified professional and data to support the information provided in above item a.
 - Previous year (a minimum of 12 months) of AIF data.
 - A narrative description of existing or proposed impingement and entrainment technologies or operation measures and a summary of their performance, including, but not limited to, reductions in impingement mortality and entrainment due to intake location and reductions in total water withdrawals and usage.

Attachment:

2. COOLING WATER INTAKE STRUCTURE(S) DATA (Instructions, Page 106)

- a. Complete the following table with information regarding each cooling water intake structure (this includes primary and make-up CWIS(s)).

Cooling Water Intake Structure(s) Data

| | | | | |
|----------------------|--|--|--|--|
| CWIS ID | | | | |
| DIF | | | | |
| AIF | | | | |
| Intake Flow Uses (%) | | | | |
| Contact cooling | | | | |
| Non-contact cooling | | | | |
| Process uses | | | | |
| Other | | | | |
| Latitude | | | | |
| Longitude | | | | |

- b. Attach the following information regarding the CWIS(s):
- A narrative description of the configuration of each CWIS, annual and daily operation, including any seasonal changes, and where it is located in the water body and in the water column.
 - Engineering calculations for each CWIS.

Attachment: 

3. SOURCE WATER PHYSICAL DATA (Instructions, Pages 106-107)

- a. Complete the following table with information regarding the CWIS(s) source waterbody (this includes primary and make-up CWIS(s)).

Source Waterbody Data

| | | | | |
|------------------|--|--|--|--|
| CWIS ID | | | | |
| Source waterbody | | | | |
| Mean annual flow | | | | |
| Source | | | | |

- b. Attach the following information regarding the source waterbody.
- A narrative description of the source water for each CWIS, including areal dimensions, depths, salinity and temperature regimes, and other documentation that supports this determination of the water body type where each cooling water intake structure is located.
 - A narrative description of the source waterbody's hydrological and geomorphological features.
 - Scaled drawings showing the physical configuration of all source water bodies used by the facility, including the source waterbody's hydrological and geomorphological features. **NOTE:** The source waterbody's hydrological and geomorphological features may be included on the map submitted for item 1.b.ii of this worksheet.
 - A description of the methods used to conduct any physical studies to determine the intake's area of influence within the waterbody and the results of such studies.

Attachment: 

4. OPERATIONAL STATUS (Instructions, Page 107)

a. Is this application for a power production or steam generation facility?

☐ Yes ☐ No

If **no**, proceed to Item 4.b. If **yes**, provide the following information as an attachment:

- i. Describe the operating status of each individual unit, including age, capacity utilization rate (or equivalent) for the previous five years (a minimum of 60 months), and any seasonal changes in operation.
- ii. Describe any extended or unusual outages or other factors which significantly affect current data for flow, impingement, entrainment.
- iii. Identify any operating unit with a capacity utilization rate of less than 8 percent averaged over a contiguous period of two years (a minimum of 24 months).
- iv. Describe any major upgrades completed within the last 15 years, including but not limited to boiler replacement, condenser replacement, turbine replacement, or changes of fuel type.

Attachment: ☐

b. Process Units

i. Is this application for a facility which has process units that use cooling water (other than for power production or steam generation)?

☐ Yes ☐ No

If **no**, proceed to Item 4.c. If **yes**, continue.

ii. Does the facility use or intend to use reductions in flow or changes in operations to meet the requirements of *40 CFR § 125.94(c)*?

☐ Yes ☐ No

If **no**, proceed to Item 4.c. If **yes**, attach descriptions of the following information:

- Individual production processes and product lines
- The operating status, including age of each line and seasonal operation
- Any extended or unusual outages that significantly affect current data for flow, impingement, entrainment, or other factors
- Any major upgrades completed within the last 15 years and plans or schedules for decommissioning or replacement of process units or production processes and product lines.

Attachment: ☐

c. Is this an application for a nuclear power production facility?

☐ Yes ☐ No

If **no**, proceed to Item 4.d. If **yes**, attach a description of completed, approved, or scheduled upgrades and the Nuclear Regulatory Commission relicensing status for each unit at the facility.

Attachment: ☐

d. Is this an application for a manufacturing facility?

☐ Yes ☐ No

If **no**, proceed to Worksheet 11.1. If **yes**, attach descriptions of current and future production schedules and any plans or schedules for any new units planned within the next five years (a minimum of 60 mos)

Attachment: ☐

WORKSHEET 11.1

IMPINGEMENT MORTALITY

This worksheet **is required** for all TPDES permit applications that **meet the conditions outlined in Technical Report 1.0, Item 12**. Complete one copy of this worksheet for **each** individual CWIS the facility uses or proposes to use.

CWIS ID:

1. IMPINGEMENT COMPLIANCE TECHNOLOGY SELECTION (Instructions, Page 108)

Check the box next to the method of compliance for the Impingement Mortality Standard selected by the facility.

- ☐ Closed-cycle recirculating system (CCRS) [40 CFR § 125.94(c)(1)]
- ☐ 0.5 ft/s Through-Screen Design Velocity [40 CFR § 125.94(c)(2)] – Proceed to Worksheet 11.2
- ☐ 0.5 ft/s Through Screen Actual Velocity [40 CFR § 125.94(c)(3)]
- ☐ Existing offshore velocity cap [40 CFR § 125.94(c)(4)] – Proceed to Worksheet 11.2
- ☐ Modified traveling screens [40 CFR § 125.94(c)(5)]
- ☐ System of technologies [40 CFR § 125.94(c)(6)]
- ☐ Impingement mortality performance standard [40 CFR § 125.94(c)(7)]
- ☐ De minimis rate of impingement [40 CFR § 125.94(c)(11)]
- ☐ Low capacity utilization power-generation facilities [40 CFR § 125.94(c)(12)]

If 0.5 ft/s Through-Screen Design Velocity [40 CFR § 125.94(c)(2)] or existing offshore velocity cap [40 CFR § 125.94(c)(4)] was selected, proceed to Worksheet 11.2. Otherwise, continue to Item 2.

2. IMPINGEMENT COMPLIANCE TECHNOLOGY INFORMATION (Instructions, Pages 108-109)

Complete the following sections based on the selection made for item 1 above.

a. CCRS [40 CFR § 125.94(c)(1)]

- ☐ Check this box to confirm the CWS meets the definition of CCRS located at 40 CFR § 125.91(c) and provide a response to the following questions.

i. Does the facility use or propose to use a CWIS to replenish water losses to the CWS?

- ☐ Yes ☐ No

If **no**, proceed to item a.ii. If **yes**, provide the following information as an attachment and continue.

1. CWIS ID
2. 12 months of intake flow data for any CWIS used for make-up intake flows to replenish cooling water losses, excluding intakes for losses due to blowdown, drift, or evaporation.
3. A narrative description of any physical or operational measures taken to minimize make-up withdraws.

Attachment:

NOTE: Do not complete a separate Worksheet 11.1 for a make-up CWIS.

ii. Does the facility use or propose to use cooling towers?

☐ Yes ☐ No

If **no**, proceed to Worksheet 11.2. If **yes**, provide the following information and proceed to Worksheet 11.2.

1. Average number of COCs prior to blowdown:

Average COCs prior to blowdown

| | | | | |
|------------------|--|--|--|--|
| Cooling Tower ID | | | | |
| COCs | | | | |

2. Attach COC monitoring data for each cooling tower from the previous year (a minimum of 12 months)

Attachment:

3. Maximum number of COCs each cooling tower can accomplish based on design of the system.

Calculated COCs prior to blowdown

| | | | | |
|------------------|--|--|--|--|
| Cooling Tower ID | | | | |
| COCs | | | | |

4. Describe conditions that may limit the number of COCs prior to blowdown, if any, including but not limited to permit conditions:

b. 0.5 ft/s Through Screen Actual Velocity [*40 CFR § 125.94(c)(3)*]

Provide daily intake flow measurement monitoring data from the previous year (a minimum of 12 months) as an attachment and proceed to Worksheet 11.2.

Attachment:

c. Modified traveling screens [*40 CFR § 125.94(c)(5)*]

Provide the following information as an attachment and proceed to Worksheet 11.2.

- A description of the modified traveling screens and associated equipment.
- A site-specific impingement technology performance optimization study that includes a narrative description of the biological data collection methods
- Biological sampling data from the previous two years (a minimum of 24 months).

Attachment:

d. System of technologies [*40 CFR § 125.94(c)(6)*] or impingement mortality performance standard [*40 CFR § 125.94(c)(7)*]

Provide the following information as an attachment and proceed to Worksheet 11.2.

- A description of the system of technologies used or proposed for use by the facility to achieve compliance with the impingement mortality standard.
- A site-specific impingement technology performance optimization study that includes a narrative description of the biological data collection methods.
- Biological sampling data from the previous two years (a minimum of 24 months).

Attachment:

e. De minimis rate of impingement [*40 CFR § 125.94(c)(11)*]

Provide the following information and proceed to Worksheet 11.2.

- i. Attach monitoring data from the previous year (a minimum of 12 months) of intake flow measured at a frequency of 1/day on days of operation.

Attachment: [REDACTED]

- ii. If the rate of impingement caused by the CWIS is extremely low (at an organism or age-one equivalent count), attach supplemental information to Worksheet 11.0, item 1.b.vi. to support this determination.

Attachment: [REDACTED]

f. Low capacity utilization power-generation facilities [*40 CFR § 125.94(c)(12)*]

Attach monthly utilization data from the previous 2 years (a minimum of 24 months) for each operating unit and proceed to Worksheet 11.2.

Attachment: [REDACTED]

WORKSHEET 11.2

SOURCE WATER BIOLOGICAL DATA

This worksheet **is required** for all TPDES permit applications that **meet the conditions outlined in Technical Report 1.0, Item 12**. Complete one copy of this worksheet for **each** source waterbody of a CWIS for which a facility has selected an Impingement Mortality Technology Option described at *40 CFR §§ 125.94(c)(1)-(7)*.

Name of source waterbody:

1. SPECIES MANAGEMENT (Instructions, Page 110)

- a. The facility has obtained an incidental take permit for its cooling water intake structure(s) from the USFWS or the NMFS.

☐ Yes ☐ No

If yes, attach any information submitted in order to obtain that permit, which may be used to supplement the permit application information requirements of paragraph *40 CFR § 125.95(f)*.

Attachment:

- b. Is the facility requesting a waiver from application requirements at *40 CFR § 122.21(r)(4)* in accordance with *40 CFR § 125.95* for any CWIS(s) that withdraw from a man-made reservoir that is stocked and managed by a state or federal natural resources agency or the equivalent?

☐ Yes ☐ No

If **yes**, attach a copy of the most recent managed fisheries report to TPWD, or equivalent.

Attachment:

- c. There are no federally listed threatened or endangered species or critical habitat designations within the source water body.

☐ True ☐ False

2. SOURCE WATER BIOLOGICAL DATA (Instructions, Pages 110-111)

New Facilities (Phase I, Track I and II)

- Provide responses to all items in this section and stop.

Existing Facilities (Phase II)

- If the answer to **1.b.** above was **no**, provide responses to all items in this section and proceed to Worksheet 11.3.
- If the answer to **1.b.** was **yes** and **1.c.** was **true**, do not complete any items in this section and proceed to Worksheet 11.3.
- If the answer to **1.b.** was **yes** and **1.c.** was **false**, attach a response for any item in this section that is not contained within the most recent TPWD, or equivalent and proceed to Worksheet 11.3.

Attachment: [REDACTED]

- a. A list of the data requested at *40 CFR § 122.21(r)(4)(ii)* through *(vi)* that are not available, and efforts made to identify sources of the data.
- b. Provide a list of species (or relevant taxa) in the vicinity of the CWIS and identify the following information regarding each species listed.
 - all life stages and their relative abundance,
 - identification of all species and life stages that would be most susceptible to impingement and entrainment,
 - forage base,
 - significance to commercial fisheries,
 - significance to recreational fisheries,
 - primary period of reproduction,
 - larval recruitment, and
 - period of peak abundance for relevant taxa.
- c. Data representative of the seasonal and daily activities (e.g., feeding and water column migration) of biological organisms in the vicinity of the CWIS(s).
- d. Identify all threatened, endangered, and other protected species that might be susceptible to impingement and entrainment at the CWIS(s).
- e. Documentation of any public participation or consultation with federal or state agencies undertaken.

The following is required for existing facilities only. Include the following information with the above listed attachment.

- f. Identify any protective measures and stabilization activities that have been implemented and provide a description of how these measures and activities affected the baseline water condition in the vicinity of the intake.
- g. A list of fragile species, as defined at *40 CFR § 125.92(m)*, at the facility. The applicant need only identify those species not already identified as fragile at *40 CFR § 125.92(m)*.

NOTE: New units at an existing facility are not required to resubmit this information if the cooling water withdrawals for the operation of the new unit are from an existing intake.

WORKSHEET 11.3

ENTRAINMENT

This worksheet **is required** for all TPDES permit applications that **meet the conditions outlined in Technical Report 1.0, Item 12**. Complete one copy of this worksheet for **each** individual CWIS the facility uses or proposes to use.

CWIS ID:

1. APPLICABILITY (Instructions, Page 112)

Is the AIF of the CWIS identified above greater than, or equal to, 125 MGD?

☐ Yes ☐ No

- If **no** or the facility has selected **CCRS** [40 CFR § 125.94(c)(1)] for the impingement mortality compliance method, complete Item 2 and stop here.
- If **yes** and the facility is **seeking a waiver** from application requirements in accordance with 40 CFR § 125.95 for any CWIS(s) that withdraw from a man-made reservoir that is stocked and managed by a state or federal natural resources agency or the equivalent, complete item 2 and stop.
- If **yes** and the facility is **not seeking a waiver** from application requirements in accordance with 40 CFR § 125.95, complete item 2 and provide any required and completed studies listed in item 3. For any required studies in item 3 that are not complete, provide a detailed explanation for the delay and an anticipated schedule for completion and submittal.

2. EXISTING ENTRAINMENT PERFORMANCE STUDIES (Instructions, Page 112)

Attach any previously conducted studies or studies obtained from other facilities addressing technology efficacy, through-facility entrainment survival, and other entrainment studies.

Attachment:

3. FACILITY ENTRAINMENT PERFORMANCE STUDIES (Instructions, Page 112)

- a. Attach an entrainment characterization study, as described at 40 CFR § 122.21(r)(9).

Attachment:

- b. Attach a comprehensive feasibility study, as described as 40 CFR § 122.21(r)(10).

Attachment:

- c. Attach a benefits valuation study, as described as 40 CFR § 122.21(r)(11).

Attachment:

- d. Attach a non-water quality environmental and other impacts study, as described as 40 CFR § 122.21(r)(12).

Attachment:

- e. Attach a peer review analysis, as described as 40 CFR § 122.21(r)(13).

Attachment:

WORKSHEET 12.0

OIL AND GAS EXPLORATION, DEVELOPMENT, AND PRODUCTION WASTEWATER DISCHARGES

This worksheet **is required** for all TPDES permit applications that are subject to Effluent Limitation Guidelines in 40 CFR Part 435.

1. OPERATIONAL INFORMATION (Instructions, Page 113)

- a. Is the wastewater from an oil and gas exploration, development, or production facility located west of the 98th meridian?

☐ Yes ☐ No

If yes, continue to the next question. If no, skip to Item 2 relating to Production/Process Data.

- b. Provide justification for how the wastewater is/will be used for agriculture or wildlife propagation.

Not to be submitted

2. PRODUCTION/PROCESS DATA (Instructions, Page 113)

- a. Provide the applicable 40 CFR Part 435 Subpart(s).

Not to be submitted

- b. Describe if the permit being sought is for discharges from exploration, development, production, or for a combination of more than one of those activities.

Not to be submitted

- c. Provide information on all waste-streams generated and specify which waste-streams you are requesting to be authorized for discharge.

Wastestreams Generated

| Wastestream | Requesting authorization to discharge? (Yes/No) | Volume (MGD) | % of Total Flow |
|-------------|---|--------------|-----------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Attachment: [redacted]

- d. Describe how the facility will manage wastestreams for which discharge authorization is not being sought.

[redacted]

Attachment: [redacted]

- e. Provide information on miscellaneous discharges.

[redacted]

Attachment: [redacted]

- f. List of chemicals that are in use, or will be used, downhole. Provide the category, concentration used/to be used, and purpose of using the chemical. Attach a safety data sheet for each chemical listed.

Chemicals List

| Category | Chemical Name | Concentration (specify units) | Purpose |
|----------|---------------|----------------------------------|---------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Attachment: [REDACTED]

- g. List of chemicals that are in use, or will be used, to treat the wastewater to be discharged under this authorization. Provide the concentration used/to be used and purpose of using the chemical. Attach a safety data sheet for each chemical listed.

Wastewater Treatment Chemicals List

| Chemical Name | Concentration (specify units) | Purpose |
|---------------|----------------------------------|---------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Attachment: [REDACTED]

3. LABORATORY ACCREDITATION CERTIFICATION (Instructions, Page 114)

Effective July 1, 2008, all laboratory tests performed must meet the requirements of *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification* with the following general exemptions:

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

Review *30 TAC Chapter 25* for specific requirements. The following certification statement shall be signed and submitted with every application. See Instructions, Page 32, for a list of approved signatories.

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

(Signature)

4. POLLUTANT ANALYSIS (Instructions, Page 114)

Tables 1, 2, 6, and 7 located in Worksheet 2.0 are required. In addition, Table 19 below is required and must be completed for each outfall and submitted with this application. The remaining tables in Worksheet 2.0, are required as applicable.

Table 19 for Outfall No.: _____

Samples are (check one): ☐ Composites ☐ Grabs

| Pollutant | Sample 1 (mg/L)* | Sample 2 (mg/L)* | Sample 3 (mg/L)* | Sample 4 (mg/L)* |
|-----------|---------------------|---------------------|---------------------|---------------------|
| Calcium | | | | |
| Potassium | | | | |
| Sodium | | | | |

* Indicate units if different from mg/L.

Attachment 1 – Core Data Form



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

| | | |
|--|---|---|
| 1. Reason for Submission (If other is checked please describe in space provided.) | | |
| <input checked="" type="checkbox"/> New Permit, Registration or Authorization (Core Data Form should be submitted with the program application.) | | |
| <input 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 Central Registry** | 3. Regulated Entity Reference Number (if issued) |
| CN 606104289 | | RN 109835660 |

SECTION II: Customer Information

| | | | | | |
|---|--|--|--|---|--|
| 4. General Customer Information | | 5. Effective Date for Customer Information Updates (mm/dd/yyyy) | | 1/16/2023 | |
| <input type="checkbox"/> New Customer <input checked="" 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) | | | | | |
| <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> | | | | | |
| 6. Customer Legal Name (If an individual, print last name first: eg: Doe, John) | | | | <i>If new Customer, enter previous Customer below:</i> | |
| Arcosa Aggregates Texas, LLC | | | | | |
| 7. TX SOS/CPA Filing Number | | 8. TX State Tax ID (11 digits) | | 9. Federal Tax ID (9 digits) | 10. DUNS Number (if applicable) |
| 0804508623 | | 32083965908 | | | |
| 11. Type of Customer: | | <input checked="" 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 type="checkbox"/> Other: | |
| 12. Number of Employees | | | | 13. Independently Owned and Operated? | |
| <input type="checkbox"/> 0-20 <input type="checkbox"/> 21-100 <input type="checkbox"/> 101-250 <input type="checkbox"/> 251-500 <input checked="" type="checkbox"/> 501 and higher | | | | <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"/> Other: | | | | | |
| <input type="checkbox"/> Occupational Licensee <input type="checkbox"/> Responsible Party <input type="checkbox"/> VCP/BSA Applicant | | | | | |
| 15. Mailing Address: | | 401 S Interstate Hwy 45 | | | |
| City | | Ferris | | State | TX |
| ZIP | | 75125 | | ZIP + 4 | 8801 |
| 16. Country Mailing Information (if outside USA) | | | | 17. E-Mail Address (if applicable) | |
| | | | | | |
| 18. Telephone Number | | 19. Extension or Code | | 20. Fax Number (if applicable) | |
| | | | | | |

SECTION III: Regulated Entity Information

| | | | | | | | | |
|--|--|-----------------------|-----------|--------------|----|------------|-------|----------------|
| 21. General Regulated Entity Information (If 'New Regulated Entity' is selected, a new permit application is also required.) | | | | | | | | |
| <input type="checkbox"/> New Regulated Entity <input checked="" type="checkbox"/> Update to Regulated Entity Name <input checked="" 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> | | | | | | | | |
| 22. Regulated Entity Name (Enter name of the site where the regulated action is taking place.) | | | | | | | | |
| Rye North Plant | | | | | | | | |
| 23. Street Address of the Regulated Entity: (No PO Boxes) | | 1175 County Road 2134 | | | | | | |
| | | | | | | | | |
| | | City | Cleveland | State | TX | ZIP | 77327 | ZIP + 4 |
| 24. County | | Liberty | | | | | | |

If no Street Address is provided, fields 25-28 are required.

| | | | | | | | | |
|--|---------|---|------------------------------|--|--------------|--|-------------------------|----------------|
| 25. Description to Physical Location: | | | | | | | | |
| 26. Nearest City | | | | | State | | Nearest ZIP Code | |
| | | | | | | | | |
| <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> | | | | | | | | |
| 27. Latitude (N) In Decimal: | | | 30.427548 | | | 28. Longitude (W) In Decimal: | | -94.792651 |
| Degrees | Minutes | Seconds | Degrees | Minutes | Seconds | | | |
| 30 | 25 | 39.1728 | -94 | 47 | 33.5436 | | | |
| 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) | | |
| 1442 | | N/A | | 212321 | | N/A | | |
| 33. What is the Primary Business of this entity? (Do not repeat the SIC or NAICS description.) | | | | | | | | |
| Mining of Sand, Gravel or Crushed Stone | | | | | | | | |
| 34. Mailing Address: | | 401 S Interstate Hwy 45 | | | | | | |
| | | | | | | | | |
| | | City | Ferris | State | TX | ZIP | 75125 | ZIP + 4 |
| 35. E-Mail Address: | | Julia.AndoePerla@arcosa.com | | | | | | |
| 36. Telephone Number | | | 37. Extension or Code | | | 38. Fax Number (if applicable) | | |
| (682) 702-6898 | | | | | | () - | | |

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 type="checkbox"/> New Source Review Air | <input type="checkbox"/> OSSF | <input checked="" type="checkbox"/> Petroleum Storage Tank | <input type="checkbox"/> PWS |
| | | | 92005 and 89908 | |
| <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 |
| | TXR05EA02 | | | |
| <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: Aggregate Production Operation Reg. |
| | Pending | | | AP0002691 |

SECTION IV: Preparer Information

| | | | |
|-----------------------------|----------------------|-----------------------|---------------------------|
| 40. Name: | Jeff Jackson | 41. Title: | Vice President EHSR |
| 42. Telephone Number | 43. Ext./Code | 44. Fax Number | 45. E-Mail Address |
| (903) 707-8614 | | () - | jj@resolutecompliance.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: | Arcosa Aggregates Texas, LLC | Job Title: | Environmental Representative |
| Name (In Print): | Julia Andoe-Perla | Phone: | (682) 702- 6898 |
| Signature: |  | Date: | 1/22/25 |

Attachment 2 – Public Involvement Form (PIP)



Texas Commission on Environmental Quality

Public Involvement Plan Form for Permit and Registration Applications

The Public Involvement Plan is intended to provide applicants and the agency with information about how public outreach will be accomplished for certain types of applications in certain geographical areas of the state. It is intended to apply to new activities; major changes at existing plants, facilities, and processes; and to activities which are likely to have significant interest from the public. This preliminary screening is designed to identify applications that will benefit from an initial assessment of the need for enhanced public outreach.

All applicable sections of this form should be completed and submitted with the permit or registration application. For instructions on how to complete this form, see TCEQ-20960-inst.

Section 1. Preliminary Screening

- ☒ New Permit or Registration Application
☐ New Activity - modification, registration, amendment, facility, etc. (see instructions)

If neither of the above boxes are checked, completion of the form is not required and does not need to be submitted.

Section 2. Secondary Screening

- ☒ Requires public notice,
☐ Considered to have significant public interest, and
☐ Located within any of the following geographical locations:

- Austin
- Dallas
- Fort Worth
- Houston
- San Antonio
- West Texas
- Texas Panhandle
- Along the Texas/Mexico Border
- Other geographical locations should be decided on a case-by-case basis

**If all the above boxes are not checked, a Public Involvement Plan is not necessary.
Stop after Section 2 and submit the form.**

- ☒ Public Involvement Plan not applicable to this application. Provide **brief** explanation.

The facility is not expected to have significant public interest.

Section 3. Application Information

Type of Application (check all that apply):

Air ☐ Initial ☐ Federal ☐ Amendment ☐ Standard Permit ☐ Title V
Waste ☐ Municipal Solid Waste ☐ Industrial and Hazardous Waste ☐ Scrap Tire
☐ Radioactive Material Licensing ☐ Underground Injection Control

Water Quality

☐ Texas Pollutant Discharge Elimination System (TPDES)
☐ Texas Land Application Permit (TLAP)
☐ State Only Concentrated Animal Feeding Operation (CAFO)
☐ Water Treatment Plant Residuals Disposal Permit
☐ Class B Biosolids Land Application Permit
☐ Domestic Septage Land Application Registration

Water Rights New Permit

☐ New Appropriation of Water
☐ New or existing reservoir

Amendment to an Existing Water Right

☐ Add a New Appropriation of Water
☐ Add a New or Existing Reservoir
☐ Major Amendment that could affect other water rights or the environment

Section 4. Plain Language Summary

Provide a brief description of planned activities.

Section 5. Community and Demographic Information

Community information can be found using EPA's EJ Screen, U.S. Census Bureau information, or generally available demographic tools.

Information gathered in this section can assist with the determination of whether alternative language notice is necessary. Please provide the following information.

(City)

(County)

(Census Tract)

Please indicate which of these three is the level used for gathering the following information.

☐

City

☐

County

☐

Census Tract

(a) Percent of people over 25 years of age who at least graduated from high school

(b) Per capita income for population near the specified location

(c) Percent of minority population and percent of population by race within the specified location

(d) Percent of Linguistically Isolated Households by language within the specified location

(e) Languages commonly spoken in area by percentage

(f) Community and/or Stakeholder Groups

(g) Historic public interest or involvement

Section 6. Planned Public Outreach Activities

(a) Is this application subject to the public participation requirements of Title 30 Texas Administrative Code (30 TAC) Chapter 39?

☐ Yes ☐ No

(b) If yes, do you intend at this time to provide public outreach other than what is required by rule?

☐ Yes ☐ No

If Yes, please describe.

If you answered "yes" that this application is subject to 30 TAC Chapter 39, answering the remaining questions in Section 6 is not required.

(c) Will you provide notice of this application in alternative languages?

☐ Yes ☐ No

Please refer to Section 5. If more than 5% of the population potentially affected by your application is Limited English Proficient, then you are required to provide notice in the alternative language.

If yes, how will you provide notice in alternative languages?

- ☐ Publish in alternative language newspaper
- ☐ Posted on Commissioner's Integrated Database Website
- ☐ Mailed by TCEQ's Office of the Chief Clerk
- ☐ Other (specify)

(d) Is there an opportunity for some type of public meeting, including after notice?

☐ Yes ☐ No

(e) If a public meeting is held, will a translator be provided if requested?

☐ Yes ☐ No

(f) Hard copies of the application will be available at the following (check all that apply):

- ☐ TCEQ Regional Office ☐ TCEQ Central Office
- ☐ Public Place (specify)

Section 7. Voluntary Submittal

For applicants voluntarily providing this Public Involvement Plan, who are not subject to formal public participation requirements.

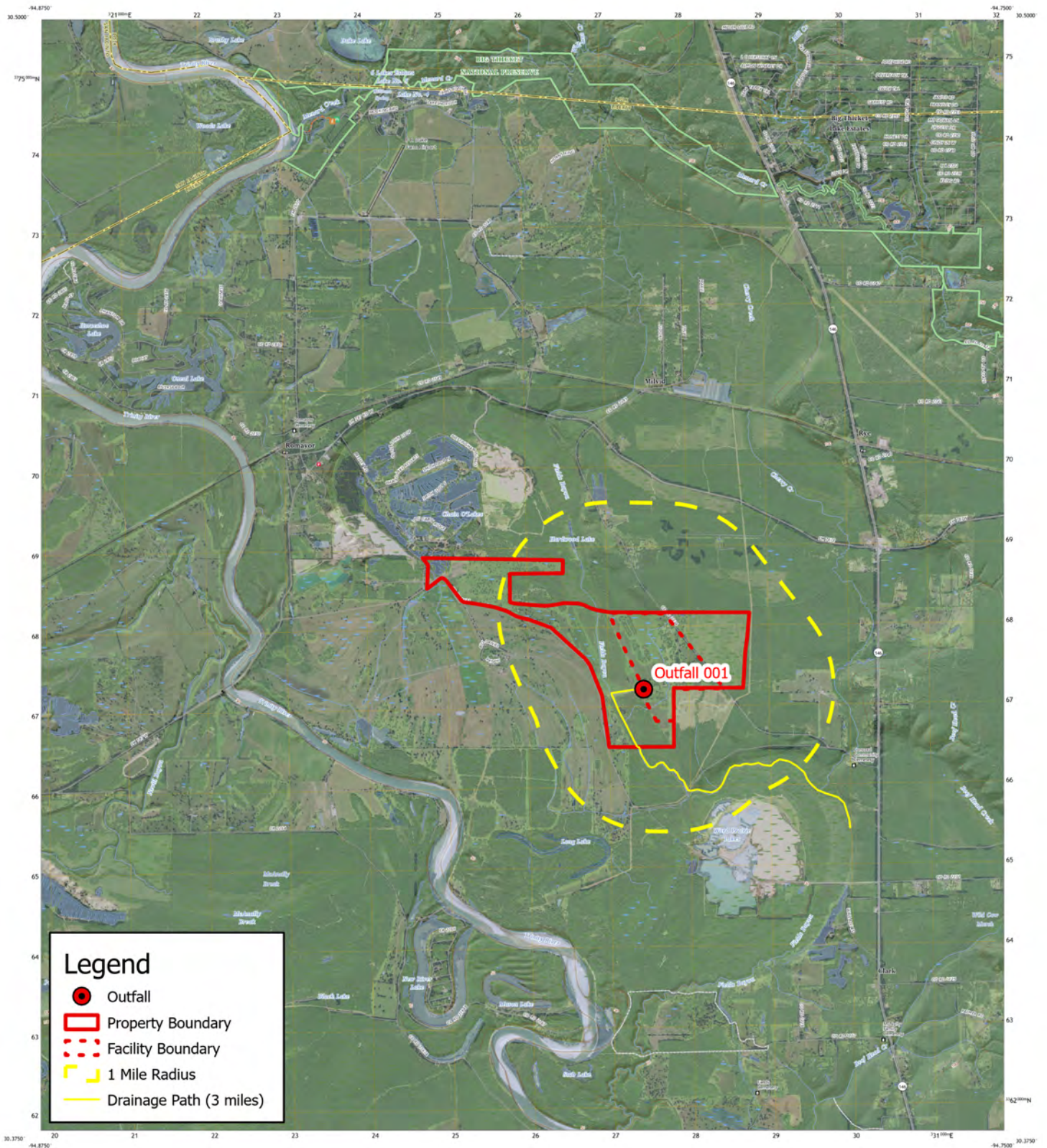
Will you provide notice of this application, including notice in alternative languages?

☐ Yes ☐ No

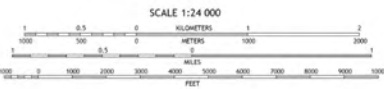
What types of notice will be provided?

- ☐ Publish in alternative language newspaper
- ☐ Posted on Commissioner's Integrated Database Website
- ☐ Mailed by TCEQ's Office of the Chief Clerk
- ☐ Other (specify)

Attachment 3 - 7.5-minute USGS Topographic Map



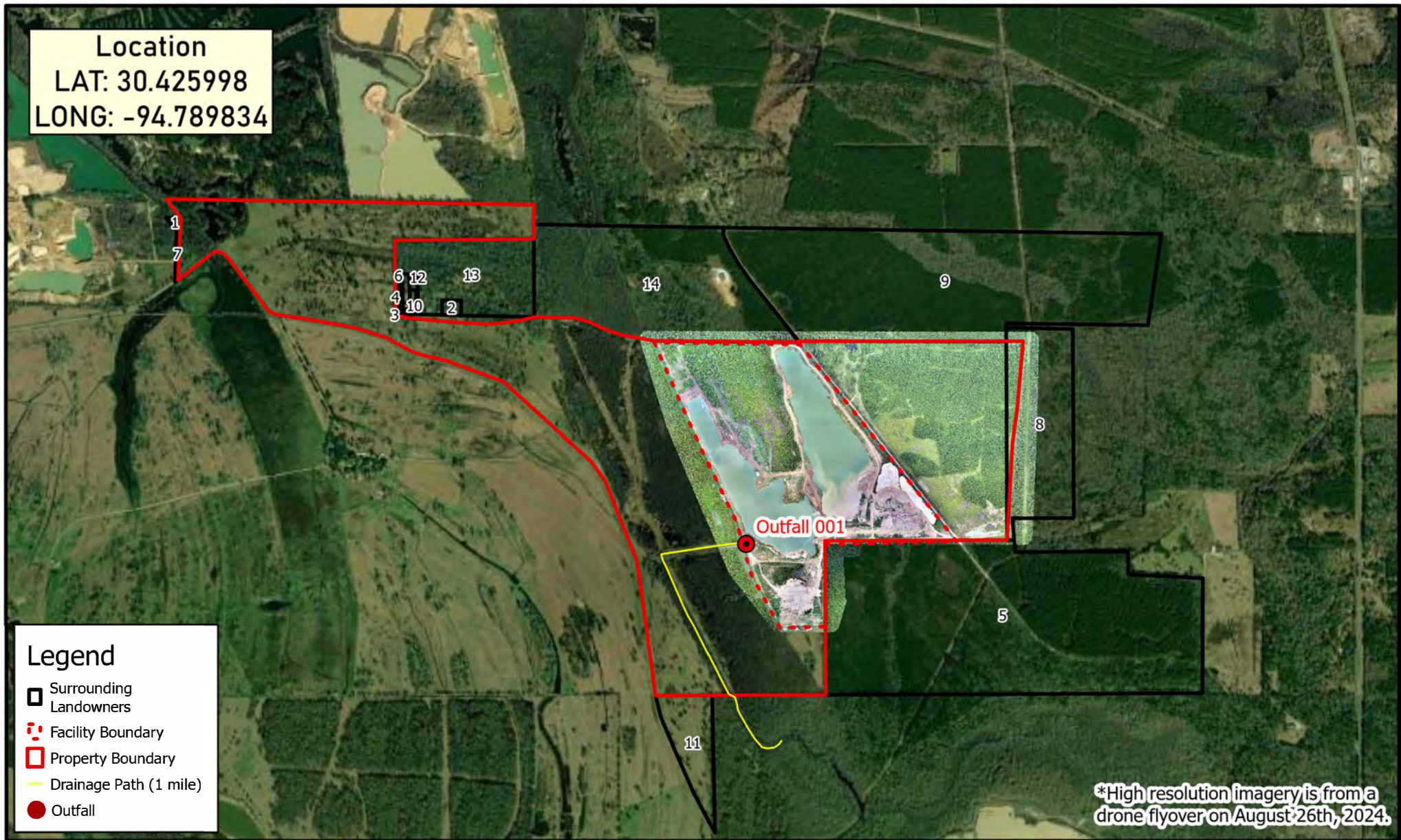
Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84) Projection and
1 000-meter grid interval Transverse Mercator, Zone 16R
Data is provided by The National Map (TNM), is the best available at the time of map
generation, and includes data compiled from supporting themes of Elevation,
Hydrography, Geographic Names, Boundaries, Transportation, Structures, Land Cover,
and Orthorectification. Refer to associated Federal Geographic Data Committee (FGDC)
Metadata for additional source data information.
This map is not a legal document. Boundaries may be generalized for this map scale.
Private lands within government ownership may not be shown. Obtain permission
before entering private lands. Temporal changes may have occurred since these data
were collected and some data may no longer represent actual surface conditions.
Learn About The National Map: <https://nationalmap.gov>



| QUADRANGLE LOCATION | | | |
|---------------------|---------|-------|-----------|
| Quadrangle | Section | Range | County |
| Romayor | 10N | 10E | Valentine |
| Shively | 11N | 11E | Valentine |
| Shively | 12N | 12E | Valentine |
| Shively | 13N | 13E | Valentine |
| Shively | 14N | 14E | Valentine |
| Shively | 15N | 15E | Valentine |
| Shively | 16N | 16E | Valentine |
| Shively | 17N | 17E | Valentine |
| Shively | 18N | 18E | Valentine |
| Shively | 19N | 19E | Valentine |
| Shively | 20N | 20E | Valentine |

**Attachment 4 - Affected Landowner Map (a)
and Cross-Reference List (b)**

Location
LAT: 30.425998
LONG: -94.789834



0 0.25 0.5 1
Miles



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Rye North Plant
Arcosa Aggregates, Inc.
Liberty County, TX

Project No.
Report No.
Date:

Env-Arcosa-Rye North
Wastewater-0049
January 2025

Affected Landowner Map

Attachment 4

Attachment 4b: Affected Landowner Cross-Reference List

Applicant: Arcosa Aggregates Texas, LLC

Permit No.: N/A

Landowner Map ID: 1

JDSSTO INVESTMENTS LTD
235 CHAIN-O-LAKES RESORT
CLEVELAND, TX 77327

Landowner Map ID: 2

MARSH DANIEL ESTATE
C/O ROOSEVELT MARSH
11222 LEMOND DRIVE
HOUSTON, TX 77001

Landowner Map ID: 3

REESCANO ELMO
C/O SHANA REESCANO
PO BOX 9
ROMAYOR, TX 77368

Landowner Map ID: 4

REESCANO WILMA
PO BOX 48
ROMAYOR, TX 77368

Landowner Map ID: 5

CBCW PROPERTIES LLC
C/O CHARLES BROWNLEE
3811 GABLE GROVE LN
KATY, TX 77096

Landowner Map ID: 6

REESCANO VIOLA
C/O LEHELLE DAVIS
801 SHELL AVENUE
CLEVELAND, TX 77327

Landowner Map ID: 7

UNKNOWN

Landowner Map ID: 8

RACKI RAYMOND & MARY C
PO BOX 606
RYE, TX 77369

Landowner Map ID: 9

TALAVERA TIMBER LP
C/O TIMBERLAND INV RESC
14120 BALLANTYNE CORPORATE
PLACE, STE 525
CHARLOTTE, NC 28277

Landowner Map ID: 10

REESCANO ALTON
PO BOX 89
ROMAYOR, TX 77368

Landowner Map ID: 11

DANIEL LAND COMPANY LLC
20302 SEQUOIA TRACE
SPRING, TX 77379

Landowner Map ID: 12

REESCANO ALTON CORNELIUS
PO BOX 89
ROMAYOR, TX 77368

Landowner Map ID: 13

MULTIPLE OWNERS

Landowner Map ID: 14

TAORMINA MATTHEW JOSEPH JR
PO BOX 6529
HOUSTON, TX 77265

Attachment 5 - Affected Landowner Labels

Attachment 5: Affected Landowner Labels

Applicant: Arcosa Aggregates Texas, LLC

Permit No.: N/A

JDSSTO INVESTMENTS LTD
235 CHAIN O LAKES RESORT
CLEVELAND TX 77327

MARSH DANIEL ESTATE
CO ROOSEVELT MARSH
11222 LEMOND DRIVE
HOUSTON TX 77001

REESCANO ELMO
CO SHANA REESCANO
PO BOX 9
ROMAYOR TX 77368

REESCANO WILMA
PO BOX 48
ROMAYOR TX 77368

CBCW PROPERTIES LLC
CO CHARLES BROWNLEE
3811 GABLE GROVE LN
KATY TX 77096

REESCANO VIOLA
CO LECHELLE DAVIS
801 SHELL AVENUE
CLEVELAND TX 77327

UNKNOWN

RACKI RAYMOND AND MARY C
PO BOX 606
RYE TX 77369

TALAVERA TIMBER LP
CO TIMBERLAND INV RESC
14120 BALLANTYNE CORPORATE
PLACE STE 525
CHARLOTTE NC 28277

REESCANO ALTON
PO BOX 89
ROMAYOR TX 77368

DANIEL LAND COMPANY LLC
20302 SEQUOIA TRACE
SPRING TX 77379

REESCANO ALTON CORNELIUS
PO BOX 89
ROMAYOR TX 77368

MULTIPLE OWNERS

TAORMINA MATTHEW JOSEPH JR
PO BOX 6529
HOUSTON TX 77265

**Attachment 6 – Original Photographs (a)
and associated Plot Plan (b)**

Attachment 6a: Original Photos
Rye North Plant



Photo 1: View of previously mined out pit from outside the levee at Outfall 001.



Photo 2: Effluent disposal site. Discharges will overflow the levee and run west into a drainage channel towards Field Bayou.



Photo 3: View upstream from Outfall 001.



Photo 4: View downstream from Outfall 001.

Location

LAT: 30.425998

LONG: -94.789834

Fields Bayou

04 03 02 01

Legend

- Photo Location
- Photo Direction
- ## Photo Number

0 125 250 500 Feet



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Rye North Plant
Arcosa Aggregates, Inc.
Liberty County, TX

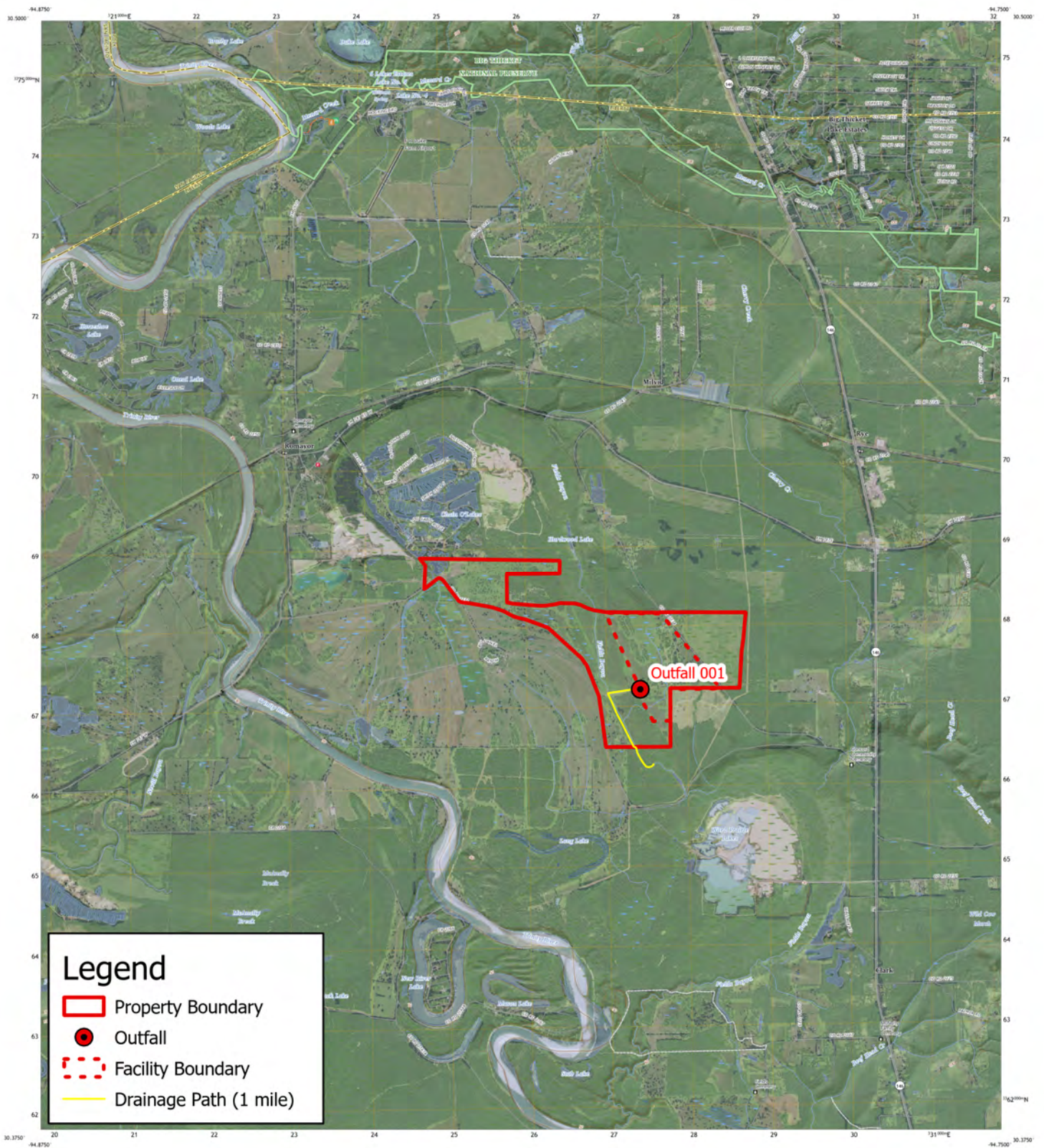
Original Photos - Plot Plan

Project No.
Report No.
Date:

Env-Arcosa-Rye North
Wastewater-0049
January 2025

Attachment 6b

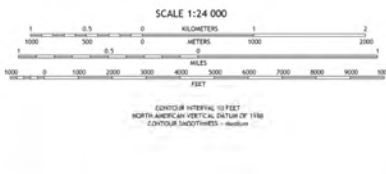
Attachment 7 - SPIF associated 7.5-minute Topographic Map



Legend

- Property Boundary
- Outfall
- Facility Boundary
- Drainage Path (1 mile)

Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84) Projection and
1:100,000 scale and Universal Transverse Mercator, Zone 16N
Data is provided by The National Map (TNM), is the best available at the time of map
generation, and includes data content from reporting forms of Statistics,
Photography, Geographic Names, Boundaries, Transportation, Structures, Land Cover,
and Orthoregistry. Refer to associated Federal Geographic Data Committee (FGDC)
Metadata for additional source data information.
This map is not a legal document. Boundaries may be generated for 101 map units.
Private lands within government jurisdiction may not be shown. State permission
before entering private lands. Temporal changes may have occurred since these data
were collected and some data may no longer represent actual surface conditions.
Learn About The National Map (<https://nationalmap.gov>)



| QUADRANGLE LOCATION | | | |
|---------------------|--------|---------|---------|
| Geographic | State | County | Section |
| Range | County | Section | Section |
| Section | Range | County | Section |

| ROAD CLASSIFICATION | |
|---------------------|------------|
| Expressway | Local Road |
| Secondary Road | Local Road |
| Ramp | 4WD |
| Interstate Road | UT Road |
| | State Road |

ROMAYOR, TX
2024

Attachment 8 – ePay Voucher

Your transaction is complete. Thank you for using TCEQ ePay.

Note: It may take up to 3 working days for this electronic payment to be processed and be reflected in the TCEQ ePay system. Print this receipt and the vouchers for your records. An email receipt has also been sent.

Transaction Information

Trace Number: 582EA000625314

Date: 09/13/2024 03:20 PM

Payment Method: CC - Authorization 0000092216

ePay Actor: JULIA ANDOE-PERLA

Actor Email: julia.andoeperla@arcosa.com

IP: 199.247.43.31

TCEQ Amount: \$350.00

Texas.gov Price: \$358.13*

* 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: JULIA ANDOE-PERLA

Company: ARCOSA AGGREGATES INC

Address: 401 SOUTH I-45, FERRIS, TX 75125

Phone: 682-702-6898

Cart Items

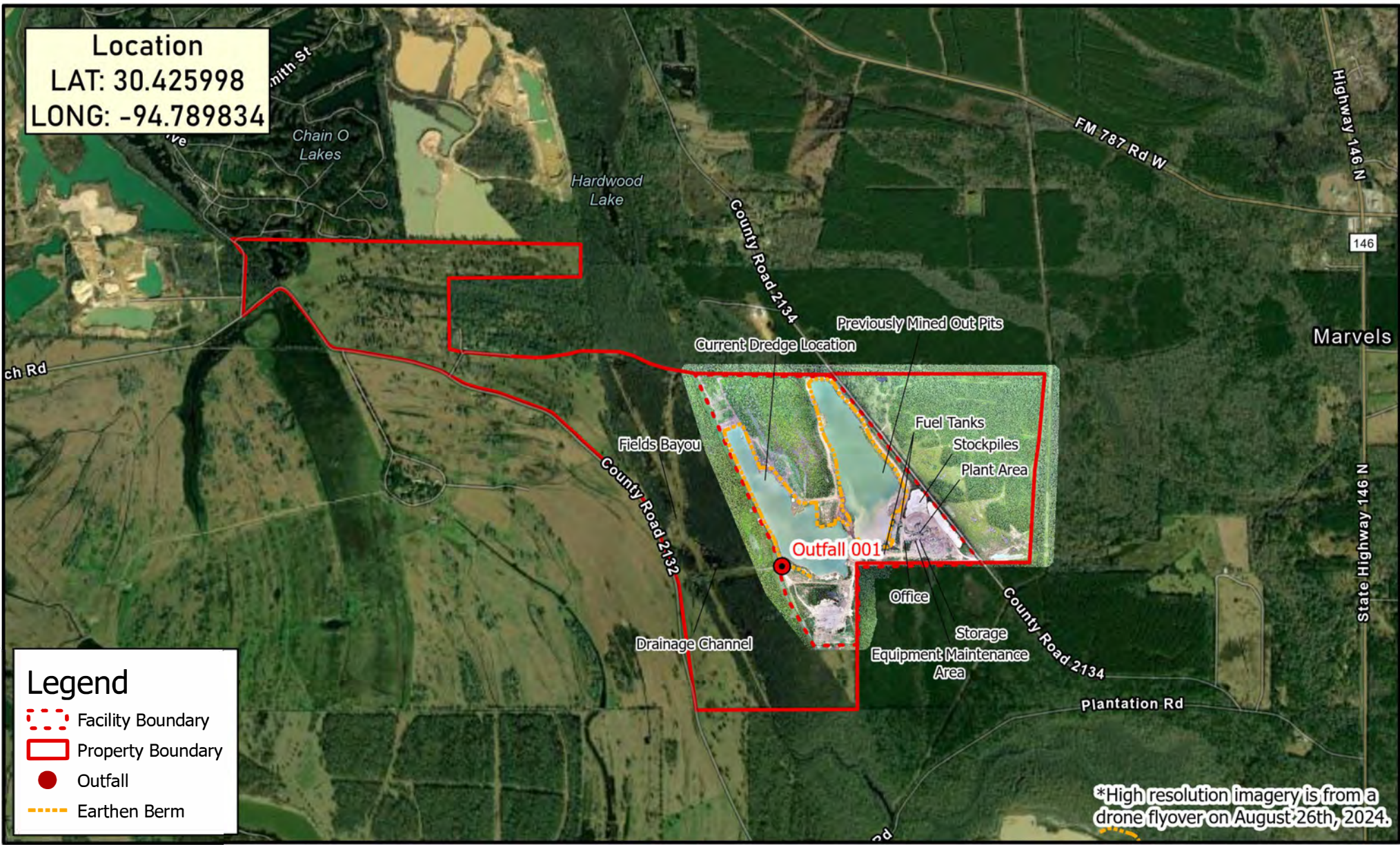
Click on the voucher number to see the voucher details.

| Voucher | Fee Description | AR Number | Amount |
|--------------|--|-----------|----------|
| 721215 | WW PERMIT - MINOR FACILITY NOT SUBJECT TO 40 CFR 400-471 - NEW | | \$300.00 |
| 721216 | 30 TAC 305.53B WQ NOTIFICATION FEE | | \$50.00 |
| TCEQ Amount: | | | \$350.00 |

ePay AgainExit ePay

Note: It may take up to 3 working days for this electronic payment to be processed and be reflected in the TCEQ ePay system. Print this receipt for your records.

Attachment 9 - Facility Map 1 - Technical Report Item 1.d



Location
LAT: 30.425998
LONG: -94.789834

Legend

- Facility Boundary
- Property Boundary
- Outfall
- Earthen Berm

*High resolution imagery is from a drone flyover on August 26th, 2024.

0 0.25 0.5 1
Miles



Rye North Plant
Arcosa Aggregates, Inc.
Liberty County, TX

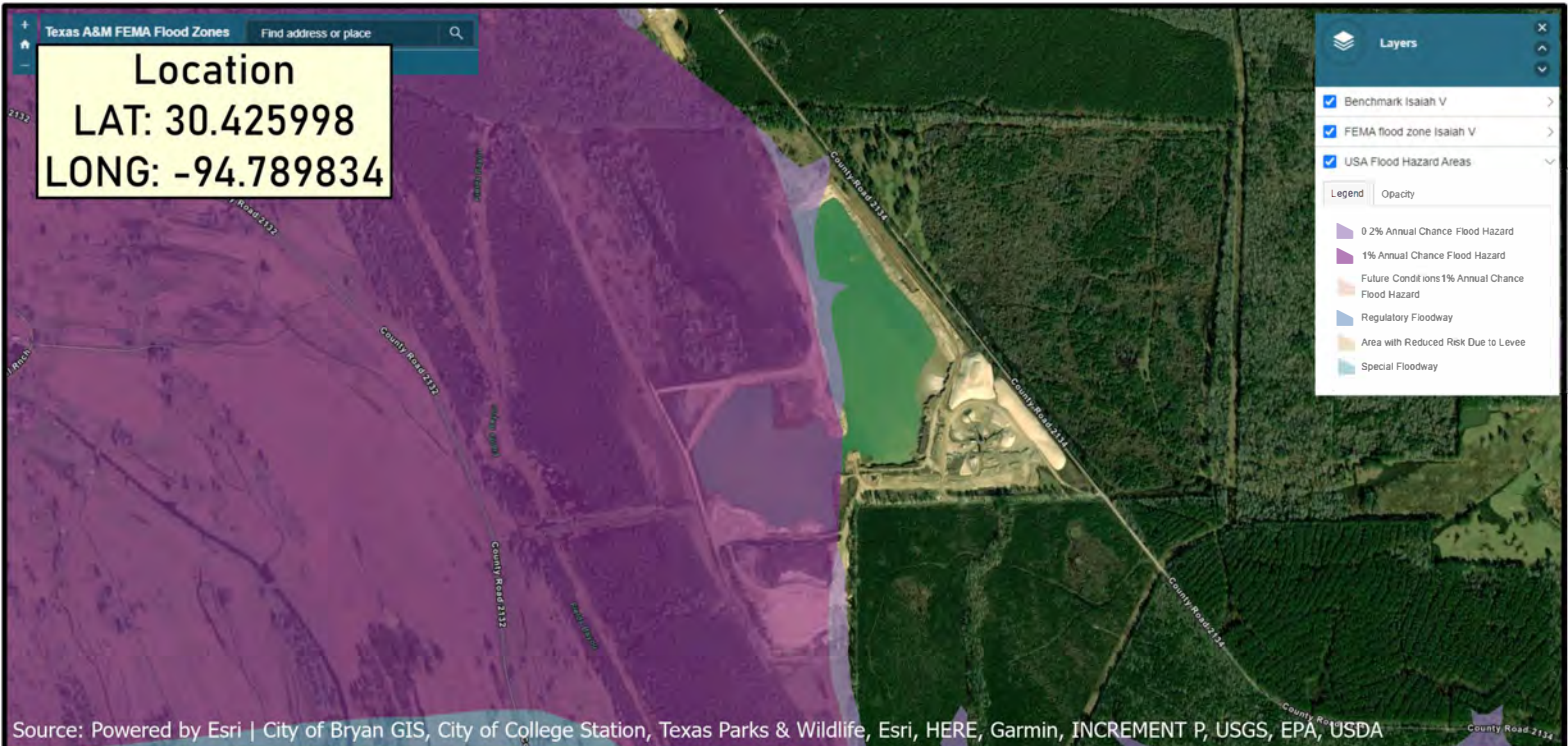
Project No.
Report No.
Date:

Env-Arcosa-Rye North
Wastewater-0049
January 2025

Facility Map 1

Attachment 9

**Attachment 10 - 100-Year Floodplain Map -
Technical Report Item 1.f**



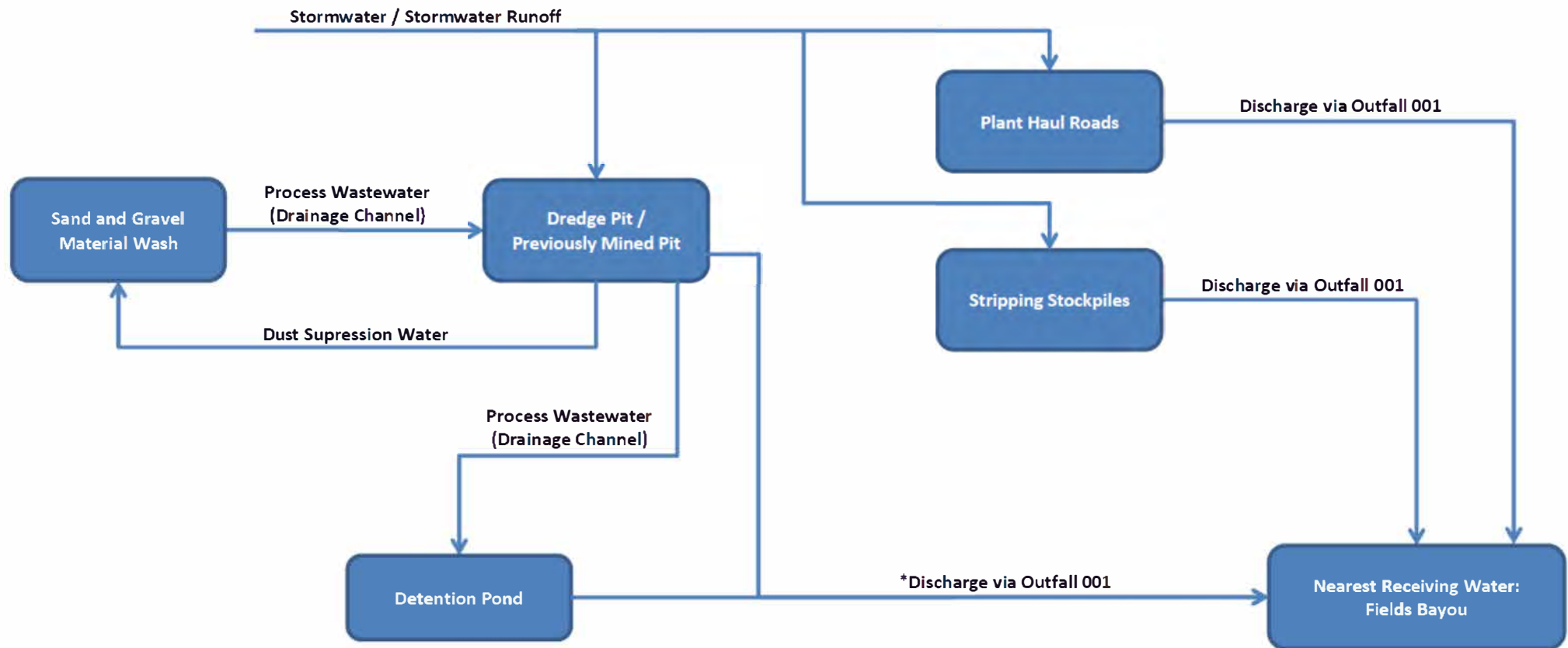
Rye North Plant
Arcosa Aggregates, Inc.
Liberty County, TX

Project No. Env-Arcosa-Rye North
Report No. Wastewater-0049
Date: January 2025

100-Year Floodplain Elevation

Attachment 10

**Attachment 11 – Flow Schematic (a) and
Facility Map 2 (b) - Technical Report Item 2.b**



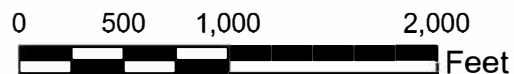
*Discharges may occur during periods of heavy rainfall, when the earthen berms overflow due to severe flooding.

Location
LAT: 30.425998
LONG: -94.789834



Legend

- Earthen Berm
- ▨ Drainage Area Routed to Outfall 001
- Outfall



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Rye North Plant
Arcosa Aggregates, Inc.
Liberty County, TX

Project No.
Report No.
Date:

Env-Arcosa-Rye North
Wastewater-0049
January 2025

Facility Map 2

Attachment 11b

**Attachment 12 - Landowner Information
and One (1) Lease Agreement with
associated Amendments**

Attachment 12: Applicant Property Landowners

Applicant: Arcosa Aggregates Texas, LLC

Permit No.: N/A

All applicant property at the Rye North Plant is leased property. Landowners of the leased property are detailed below.

LANDOWNERS OF APPLICANT LEASED PROPERTY:

DANIEL LAND COMPANY LLC
PO BOX 87
LIBERTY, TX 77575

DANIEL LAND COMPANY LLC
20302 SEQUOIA TRACE
SPRING, TX 77379

RYE LTD
235 CHAIN-O-LAKES RESORT
CLEVELAND, TX 77327

JDSSTO INVESTMENTS LTD
235 CHAIN-O-LAKES RESORT
CLEVELAND, TX 77327

ARTESIAN LAKES LTD
C/O DR. JAMES D SMITH JR
235 CHAIN O LAKES RESORT
CLEVELAND, TX 77327

ROMAYOR SAND GRAVEL &
MATERIALS PARTNERSHIP LTD
5582 HOLLY GROVE RD
LIVINGSTON, TX 77351

SMITH JAMES W & JENNIFER V
925 BIG PINE LOOP
CLEVELAND, TX 77327

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STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

MINERAL AGREEMENT AND LEASE

This Mineral Agreement and Lease ("Lease Agreement") is made and entered into as of the 11th day of May, 2017 (the "Effective Date"), by and between **Will M. Daniel** ("Lessor") and **River Aggregates, LLC**, a Delaware limited liability company ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Option Agreement to Lease Real Property, dated as of April 29, 2016 (the "Option Agreement"), whereby Lessor granted Lessee the option to lease that certain parcel of land consisting of 895 acres, more or less, lying and being in Liberty County, Texas, out of which 873.7 acres are leased pursuant the terms and conditions included herein, and said lands are more fully described on Exhibit A and shown on the plat attached as Exhibit A-1, which are attached hereto and incorporated herein and made a part of this Lease Agreement, including ingress and egress sufficient in size and nature to handle commercial truck traffic to access the arterial public roadway system (such property being referred to hereafter as the "Leased Premises");

WHEREAS, Lessee desires to exercise the option and lease the Leased Premises from Lessor upon the terms and conditions set forth herein; and

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WHEREAS, Lessor desires to waive the provisions in the Option Agreement with respect to the process in which Lessee is required to exercise the Option, and to lease the Leased Premises to Lessee upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the parties do hereby covenant and agree as follows:

1. **Term.** Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the Leased Premises for a period of Twenty (20) years (the "Initial Term"), beginning on the Effective Date and expiring twenty (20) years after such Effective Date, unless sooner terminated pursuant to the provisions hereof. In the event this Agreement has not been terminated prior to the expiration of the initial term hereof, it may continue in effect thereafter for two successive terms of ten (10) years at Lessee's sole option. Lessee shall provide Lessor written notice ninety (90) days prior to the expiration of the then-current term that Lessee intends to extend the Agreement for a ten (10) year renewal term.

2. **Rights of Lessee.** Lessor does hereby lease unto Lessee all of the Lessor's right, title and interest in the Leased Premises for the initial term and any renewal terms of this Lease Agreement. Without limiting the foregoing, Lessee shall have:

A. The exclusive right to mine, quarry, remove, use, process and manufacture all types of rock, stone, gravel, sand and soil, hereinafter referred to as "Aggregate," which may be found on or under the Leased Premises at all times during the term of this Lease Agreement in any lawful manner chosen by Lessee as well as

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process any such materials that may be brought from offsite locations owned or leased by Lessee;

B. The right to stockpile products, inventory, and raw materials upon the Leased Premises and the right to remove dirt and overburden from the Leased Premises or relocate it to other portions of the Leased Premises or on other leased properties;

C. The right to construct all necessary ponds, roads, berms, barriers, or facilities required by any federal, state or local statute or ordinance, including but not limited to all facilities and structures contemplated by any Mine Plan;

D. The right to construct such facilities and to take such acts, and do such things as may be required by any reclamation plan approved by federal, state, or local agencies, or any requirement imposed by any federal, state, or local agency in the future;

E. The right to construct and maintain over the Leased Premises a rail spur track and accessory structures in a manner and location most convenient to the operations of Lessor or its sub-lessees;

F. The right to use the Leased Premises for all purposes with respect to the operation of a sand and gravel quarry, associated facilities, and other uses which may be necessary;

G. The right to install, relocate, operate and maintain on the Leased Premises, power lines, poles, water lines, and any other utilities and similar installations necessary or convenient to Lessee's operations. All expenses in connection with the installation and maintenance of such utilities shall be borne by Lessee. Lessee shall be

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responsible for obtaining all necessary consents, permits, licenses, and governmental approvals with respect to such utilities. Such utilities may be left on the Leased Premises upon the expiration or termination of this Lease Agreement, or removed therefrom at Lessee's discretion;

H. The right to go upon the Leased Premises for one hundred and eighty (180) days after the expiration or termination of this Lease Agreement for purposes of removing any product or material stock piled upon the Leased Premises, plant and equipment, utilities, and performing any reclamation required under any applicable federal, state, or local statute or ordinance. During such one hundred eighty (180) day period or any subsequent period, Lessee shall not be responsible for any Prepaid Royalty payment, but shall be responsible for payment on all products removed from the Leased Premises under the same terms and conditions as if such product were sold during the Initial Term or any renewal of this Lease Agreement. If at the end of the one hundred and eighty (180) day period the Leased Premises has not been released from reclamation bond by the State, Lessee shall be allowed to continue to enter upon the Leased Premises to perform reclamation work until such time as the release is secured;

I. The right to use all or any part of any rivers, creeks, streams, or bodies of water in, under, or contiguous to the Leased Premises for use in Lessee's operations including the right to alter the flow of, or impound rivers, creeks and streams on the Leased Premises as well as dredge and use sand from the same.

3. **Representation of Title.** Lessor warrants that they have unencumbered, fee simple title to the Leased Premises, subject only to those liens and encumbrances

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set forth below, and that such liens or encumbrances will have no material effect on Lessee's intent to mine the Leased Premises for aggregate materials:

Lessor hereby agrees to defend, indemnify, and hold the Lessee harmless from and against all claims (including all attorneys' fees, expert witness fees and expenses) asserted by any person claiming an ownership interest in the Leased Premises other than Lessor. Lessor warrants that Lessee shall have peaceable and quiet possession, use and enjoyment of the Leased Premises, but makes no representation or warranty that the Leased Premises are fit for Lessee's intended use.

Lessor further agrees to permit Lessee to establish and maintain adequate ingress and egress for commercial traffic associated with a mining operation to and from the Leased Premises to the arterial public road system at all times this lease is in effect. In so doing, unless otherwise agreed by the Lessor, Lessee shall install a separate gate (separate from the gates used by Lessor) for Lessee to access the Leased Premises; and Lessee will consult with Lessor as to the desire for a cattle guard to be installed wherever Lessee installs a gate, and any cost of purchase or installation of the cattle guard shall be solely borne by Lessor. Lessee shall ensure that ingress and egress will be kept secure, and that any entrance to the Leased Premises installed by Lessee will be kept locked at all times when Lessee or its representatives are not present at the Leased Premises, and also that the entrance should be well-lit during evening and night-time hours.

4. Royalty and Rent.

A. Royalty. A royalty equal to nine percent (9%) of the average sales price for each ton (2,000 pounds) of Aggregate extracted and sold from the Leased

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Premises is to be paid by Lessee to Lessor (the "Royalty"), pursuant to the terms of Section 4B. For purposes of calculating Royalty, "average sales price" shall mean the average gross payment per ton to the Lessee as shown on invoices from Lessee to its customers, excluding therefrom sales and use taxes, Lessee's actual cost of delivering material from the load out scales to its customers' delivery destination, and allowances for product returned by customers. Notwithstanding anything herein to the contrary, in no event shall Lessee be obligated to pay more per month, or over the term of this Lease Agreement (including any renewal terms), than the calculated amount of the Royalty for such period (which includes \$4,000 per month for surface rent).

B. Monthly Payments. In full and complete consideration of the rights granted Lessee hereunder, by the fifteenth (15th) day of the month, Lessee hereby agrees to pay the following amounts for the immediately preceding month to Lessor and/or the Other Royalty Owners according to the schedule shown on Exhibit B, which may be amended by Lessor from time to time:

(a) (i) Ten Thousand US Dollars (\$10,000.00) (the "Initial Payment") from the Effective Date through the end of the eighteenth (18th) month following the Effective Date of this Lease Agreement (the "Initial Payment Period"), during which time Lessee may not actually sell Aggregate, and (ii) following the Initial Payment Period and continuing through the end of the term of this Agreement (including any renewal terms), Twenty Thousand US Dollars (\$20,000), (the "Prepaid Royalty") (the parties acknowledge that Four Thousand Dollars (\$4,000) of the monthly Prepaid Royalty shall be to compensate Lessor for the surface rent associated with the ongoing use of the Lessor's surface for

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the placement of Lessee's plant, trucks, and other equipment, and the right of ingress and egress across the Leased Premises, and this amount shall be paid separately to Lessor); and

(b) following the Initial Payment Period, the amount by which the calculated Royalty for such month exceeds the Prepaid Royalty for such month, if any (the "Excess Royalty"); *provided, however*, if there is Excess Royalty, it shall be reduced by the amount, if any, by which the total amount previously paid by Lessee pursuant to this Lease Agreement (including, without limitation, the Initial Payments, Prepaid Royalty and Excess Royalty) exceeds the total amount of calculated Royalty for such period.

C. Other Royalty and Rent Calculation Matters.

(a) Lessee shall have the right to transport Aggregate across or to bring Aggregate from other properties onto the Leased Premises for processing. After the weight of the Aggregate has been determined by weighing on the load out scales, and the weight has been recorded for review by Lessor, Lessee may co-mingle, blend, mix or mutually stockpile said Aggregate from the Leased Premises with similar materials mined from other properties not owned by the Lessor.

(b) If Products are sold by Lessee, but not removed from the Leased Premises at the time of such sale, such as product purchased by another person located on the Leased Premises, such sale shall be deemed made when sold to the third party, regardless of whether such stone is physically removed from the Leased Premises at that time. Lessee shall not be obligated to pay any royalty on stone which is used by it for construction on the Leased Premises.

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(c) All monthly payments due under the terms of the Lease Agreement shall be mailed by Lessee to Lessor and the Other Royalty Owners (as defined below) at the addresses set forth on Exhibit B.

(d) All references in this Lease Agreement to the phrase "per year" shall refer to a lease year beginning on the Effective Date or any anniversary of the Effective Date of this Lease Agreement and ending one (1) year thereafter.

D. Other Royalty Owners. Lessor has represented to Lessee that the Leased Premises has certain non-participating royalty owners (the "Other Royalty Owners"). Lessor represents and warrants that (i) Lessor, in his sole capacity, has all power and authority to execute, deliver and perform this Lease Agreement, (ii) the execution, delivery and performance of this Lease Agreement does not violate or result in a breach of, or constitute a default under, any agreement with any or all of the Other Royalty Owners, or any other third-party, (iii) no consent or approval of any third-party (including, without limitation, any of the Other Royalty Owners) is necessary for the execution, delivery or performance of this Lease Agreement, (iv) the schedule of, mailing information provided to Lessee for each of, and payment allocations to each of, the Other Royalty Owners on Exhibit B, is at all times true and correct and consistent with any and all agreements between Lessor and any or all of the Other Royalty Owners, and any other agreements among any or all of the Other Royalty Owners; and (v) there are no disputes between Lessor and any or all Other Royalty Owners, or among any or all of the Other Royalty Owners, regarding the Leased Premises (collectively, the "ORO Representations"). The ORO Representations are continuing

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representations and shall be true and correct throughout the term of this Lease Agreement.

Notwithstanding anything in this Lease Agreement to the contrary, Lessor (A) shall be solely responsible for all matters related to the Other Royalty Owners, including, without limitation, all communication with such Other Royalty Owners, and (B) shall indemnify, defend and hold harmless Lessee and Lessee's affiliates and representatives from and against any and all claims and liabilities of every kind and character (including, but not limited to, attorneys' fees, court costs, expert witness fees, and other costs generally associated with litigation and the costs associated therewith), due to (I) the breach by Lessor of the ORO Representations, or (II) claims by any or all of the Other Royalty Owners relating in any manner whatsoever to this Lease Agreement, including, without limitation, any claims regarding (i) the presence, calculation or payment of Prepaid Royalty and Excess Royalty, if any, or any other payments hereunder, (ii) agreements between the Lessor and any or all of the Other Royalty Owners regarding the Leased Premises or any aggregates or minerals thereunder, (iii) agreements between or among any or all of the Other Royalty Owners regarding the Leased Premises or any aggregates or minerals thereunder, (iv) the mining and removal of the Aggregates, or (v) claims challenging the effectiveness of this Lease Agreement.

5. **Records of Account.** Lessee shall keep accurate books and records of all products removed from the Leased Premises on which Lessor is entitled to a royalty and such books and records shall be open to inspection by Lessor and its representatives at reasonable times and upon reasonable notice to determine whether

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Lessee is complying with this Lease Agreement. For purposes of this Lease Agreement, reasonable times shall be considered during normal business hours, Monday through Friday, excluding national holidays, and reasonable notice shall be forty-eight (48) hours notice.

6. **Condemnation of the Leased Premises.** As used herein, a taking by condemnation shall include the taking by any government or any person acting under authority granted by any government, of all or any portion of the Leased Premises and shall include any diminution in the ability to use the Leased Premises, whether by actual taking, or otherwise, such as a taking by inverse condemnation. A voluntary transfer by the Lessor under threat of condemnation, whether before or after suit has been instituted or proceedings begun, shall be considered a taking by condemnation for purposes of this Lease Agreement. A partial condemnation shall refer to any condemnation of the Leased Premises other than a total condemnation of the Leased Premises.

(a) If there is a total condemnation of the Leased Premises by any governmental authority or by any corporation acting under power of eminent domain or condemnation, this Lease Agreement shall terminate as of the date title to the Leased Premises vests in the condemnor. Such date shall constitute the expiration of this Lease Agreement for all purposes hereunder and any rent due, or prepaid rental already paid, shall be adjusted to take into account the reduced term of this Lease Agreement.

(b) If a partial condemnation of the Leased Premises occurs, Lessee shall have the right to terminate this Lease Agreement if such partial taking renders the

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Leased Premises, in Lessee's sole judgment, unsuitable for the business or businesses engaged in by Lessee thereon. Lessee's judgment with respect to the suitability of the remaining Leased Premises shall control and be final. Lessee shall exercise its right to terminate this Lease Agreement by providing Lessor written notice of its election to so terminate within sixty (60) days of title vesting in the condemnor.

(c) If Lessee elects not to terminate this Lease Agreement when a partial condemnation occurs, any minimum royalty due hereunder (excluding actual royalty payments due by virtue of tonnage sold), shall be adjusted and this Lease Agreement shall terminate as to that portion of the Leased Premises which is taken by condemnation. If the parties are unable to agree on the amount due, the dispute shall be resolved by submission to the American Arbitration Association, with a single arbitrator deciding, regardless of the amount in dispute.

(d) In the event of a total or partial condemnation of the Leased Premises, Lessee shall have the right to remove all improvements placed by it on the Leased Premises provided, however, nothing contained herein shall diminish Lessee's right to compensation for the loss of such improvements and if Lessee elects not to remove such improvements it shall be entitled to so much of the condemnation award as represents the value of such buildings and improvements, which shall be deemed Lessee's personal property and not a part of Lessor's real estate.

(e) The parties hereto recognize that Lessee has a valuable leasehold interest in the Leased Premises and nothing contained in this Lease Agreement shall be construed to limit or diminish Lessee's right to an award of compensation in a

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condemnation proceeding with respect to the value of Lessee's leasehold interest under this Lease Agreement.

(f) In the event of a taking or condemnation regarding some or all of the Leased Premises, the award, awards or damages in respect thereof shall be apportioned as follows: (i) there shall first be paid to Lessor so much of the award which is for or attributable solely to the surface land value; and (ii) Lessee shall receive the balance, if any, of the award, less and except nine percent (9%), which shall be paid to the Lessor (e.g. if the balance is \$100,000.00, Lessee would receive \$91,000.00, and Lessor would receive \$9,000.00).

7. Right of Lessor.

A. If Lessor or his heirs, executors, administrators, grantees, successors or assigns at any time during the term of this Lease Agreement, or any extension thereof, desires to sell, lease or otherwise transfer, convey, or assign all or any portion of the Leased Premises pursuant to a bona fide offer to purchase all of the Leased Premises or a bona fide offer by Lessor to sell all of the Leased Premises, Lessor shall give Lessee ninety (90) days notice in writing of any such bona fide offer to purchase or sell, setting forth the amount of the proposed purchase price and all of the other terms and conditions of such offer to purchaser sell (including, where a written offer has been made, a copy of the written offer), and Lessee shall have the first option to purchase the Leased Premises by giving written notice to the Lessor of Lessee's election to purchase the Leased Premises within forty-five (45) days from receipt by Lessee of Lessor's written notice of its election to sell the Leased Premises. Lessee's first option to purchase shall be on the same terms and conditions as Lessor's bona fide offer to

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purchase or sell. If Lessee does not elect to exercise its first option to purchase within the forty-five (45) day period this Lease Agreement and all of its terms and conditions shall nevertheless remain in full force and effect and any purchaser or other transferee of the Leased Premises shall be bound by this Lease Agreement. The right of first refusal set forth herein shall apply to each offer to purchase, sell lease, option or otherwise transfer by Lessor and shall require compliance by Lessor with this provision with respect to any re-offering of the Leased Premises, counter-offer, or subsequent offer after Lessee's election not to purchase with respect to an original offer. The provisions of this right of first refusal shall survive any transfer of the Leased Premises to any party and shall require compliance by such party with the provisions of this paragraph.

B. Upon the prior written consent of Lessee, Lessor shall be able to continue using that portion of the Leased Premises, which is not required for mining operations, for continuing cattle operations and/or timber production up until the time said Leased Premises are required for mining, which consent shall not be unreasonably delayed, withheld or conditioned.

8. **Improvements.** During the term of this Lease Agreement and any renewal thereof, Lessee shall have the right to make additions and improvements to the Leased Premises. All such work shall be done in a good and workmanlike manner and in accordance with all valid requirements of any governmental authority having jurisdiction thereof and shall not result in any lien upon the Leased Premises.

9. **Indemnity.** LESSEE AGREES TO KEEP THE LEASED PREMISES DULY AND FULLY PROTECTED AGAINST LIENS OF EVERY KIND AND

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CHARACTER ARISING IN CONNECTION WITH, OR RESULTING FROM, ITS PRESENCE AND OPERATIONS ON THE LEASED PREMISES PURSUANT TO OR RELATING TO THIS AGREEMENT. LESSEE FURTHER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD "LESSOR GROUP" [DEFINED FOR THE PURPOSE OF THIS AGREEMENT AS: ALL OR ANY OF LESSOR, HIS HEIRS, SUCCESSORS AND ASSIGNS; PURCHASERS AND TRANSPORTERS OF LESSOR'S AGRICULTURAL AND FORESTRY PRODUCTS; LESSOR'S SUPPLIERS; AND THE CONTRACTORS AND SUBCONTRACTORS OF ALL OF THE FOREGOING; AND THE OFFICERS, EMPLOYEES, AGENTS, SERVANTS, GUESTS, LICENSEES AND INVITEES OF ALL OF THE FOREGOING; AND THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL OF THE FOREGOING], HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES OF EVERY KIND AND CHARACTER (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, COURT COSTS, EXPERT WITNESS FEES, AND OTHER COSTS GENERALLY ASSOCIATED WITH LITIGATION AND THE COSTS ASSOCIATED THEREWITH), TO OR BY ANY PERSON OR ENTITY (PRIVATE OR GOVERNMENTAL), FOR: INJURY TO OR ILLNESS OR DEATH OF "LESSEE GROUP" [DEFINED FOR PURPOSES OF THIS AGREEMENT AS: ALL OR ANY PART OF LESSEE, ITS PARENT, SUBSIDIARIES AND AFFILIATES, IF APPLICABLE; PURCHASERS AND TRANSPORTERS OF ANY MATERIAL, PRODUCTION OR TESTS OF THE FOREGOING; AND THE CONTRACTORS AND SUBCONTRACTORS OF ALL OF THE FOREGOING; AND THE OFFICERS, EMPLOYEES, AGENTS, SERVANTS, GUESTS, LICENSEES AND INVITEES OF ALL OF THE FOREGOING], LESSOR GROUP, OR ANY OTHER

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PERSON OR ENTITY (GOVERNMENTAL OR PRIVATE), BUT ONLY TO THE EXTENT THE LIABILITIES ARE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE LESSEE GROUP; AND FOR ENVIRONMENTAL LIABILITIES (INCLUDING RESTORATION AND REMEDIATION) RELATING DIRECTLY TO LESSEE'S PRESENCE AND OPERATIONS ON THE LEASED PREMISES; AND FOR THE ACTUAL DAMAGE TO THE LEASED PREMISES (REAL OR PERSONAL) OF LESSEE GROUP, LESSOR GROUP OR ANY OTHER PERSON OR ENTITY (GOVERNMENTAL OR PRIVATE), BUT ONLY TO THE EXTENT THE LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE LESSEE GROUP.

LESSEE WILL SUPPORT ITS OBLIGATIONS UNDER THIS AGREEMENT BY FURNISHING LIABILITY INSURANCE COVERAGE (OR QUALIFIED SELF-INSURANCE) SUFFICIENT TO FULLY COVER ITS OBLIGATIONS. EVIDENCE OF LIABILITY INSURANCE COVERAGE (OR QUALIFIED SELF-INSURANCE) SHALL BE PROVIDED TO LESSOR GROUP BEFORE LESSEE ESTABLISHES A PRESENCE ON THE LEASED PREMISES, AND FAILURE TO PROVIDE SUCH EVIDENCE SHALL RESULT IN IMMEDIATE TERMINATION OF THIS LEASE AGREEMENT.

THE INDEMNIFICATIONS OF LESSEE HEREUNDER SHALL NOT BE APPLICABLE TO: (1) LIABILITIES CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE LESSOR GROUP; (2) LIABILITIES ARISING OUT OF A PRE-EXISTING ENVIRONMENTAL DEFECT OF THE LEASED PREMISES NOT CONTRIBUTED TO BY LESSEE; AND (3)

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CONSEQUENTIAL, INDIRECT, SPECULATIVE, OR PUNITIVE DAMAGES OR THE LOST PROFITS OF THE LESSOR GROUP.

WITH RESPECT TO THIS SECTION 9, ALL PARTIES AGREE THAT ALL PROVISIONS HEREOF ARE EXPRESSLY STATED IN A CONSPICUOUS MANNER AND AFFORD FAIR AND ADEQUATE NOTICE OF THE PROVISIONS HEREIN.

AS THE "INDEMNITOR," LESSEE REPRESENTS TO LESSOR GROUP, AS THE "INDEMNITEE," (1) THAT LESSEE HAS CONSULTED AN ATTORNEY CONCERNING THE REQUIREMENTS AND EFFECT OF ALL PROVISIONS OF THIS AGREEMENT; AND (2) THAT LESSEE FULLY UNDERSTANDS ITS OBLIGATIONS UNDER THIS AGREEMENT.

"ENVIRONMENTAL LIABILITIES" INCLUDE, WITHOUT LIMITING THE FOREGOING IN ANY RESPECT, REMOVAL COSTS, FINES, CIVIL PENALTIES, LIABILITIES IMPOSED, ASSESSED OR SOUGHT BY FEDERAL, STATE OR LOCAL GOVERNMENTS, AND ALL LIABILITIES WHICH MAY BE IMPOSED UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION; AND "ENVIRONMENTAL LIABILITIES" INCLUDE ALL OTHER LIABILITIES RESULTING FROM THE RELEASE OF POLLUTANTS INTO THE AIR OR WATERS OF THE UNITED STATES OR THE INDIVIDUAL STATES, AND LIABILITIES FOR REMOVAL AND CLEAN UP OF ANY AND ALL SUBSTANCES WHICH ARE LOST OR WHICH ESCAPES OR WHICH ARE SPILLED, TO THE EXTENT SUCH LOSS, ESCAPE OR SPILL RESULTS FROM OR OCCURS IN CONNECTION WITH LESSEE'S PRESENCE OR OPERATIONS ON THE LEASED PREMISES PURSUANT TO OR RELATING TO THIS AGREEMENT, EXCEPT AS OTHERWISE PROVIDED HEREIN.

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If, at any time during the term of this Lease Agreement or any renewal thereof, Lessor wishes to assert any right to indemnification contained herein, Lessor shall give written notice of such claim to Lessee and Lessee shall be entitled to retain counsel of its choice to defend or settle any such claim, without loss or expense to Lessor; provided, however, that all of the rights, privileges, easements and appurtenances relating to the ownership or use of the Leased Premises shall inure to the benefit of Lessee as fully and for all intents and purposes as if Lessor was directly operating said quarry operations.

10. **Insurance.** Lessee shall obtain and maintain a policy of general public liability insurance for the joint benefit of Lessor and Lessee in an amount not less than One Million Dollars (\$1,000,000.00) single limit for injury or death and property damage. Lessor shall be named an additional insured. A copy of the policy shall be provided to Lessor before Lessee establishes a presence on the Leased Premises; a failure to do so shall result in immediate termination of this Lease Agreement. In addition, Lessee shall be entitled at its election to obtain fire and extended coverage insurance with respect to the Leased Premises and any fixtures or equipment located thereon. Lessor shall have no claim or interest in such insurance or the proceeds of it and agrees to sign any documents reasonably necessary to effectuate this Lease Agreement.

11. **Power of Attorney.** Lessor hereby grants to Lessee a limited, irrevocable and unconditional power of attorney for the sole and exclusive purpose of permitting Lessee to apply for any necessary permits, re-zonings, certificates, licenses or similar grants of operational authority, as to and only as to the extent necessary in order to carry out the rights granted herein to the Lessee, to the extent that Lessor's consent

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may be required by any federal, state or local agency. The power granted hereunder shall be deemed coupled with an interest in the Leased Premises and shall be irrevocable during the term of this Lease Agreement and any renewal hereof.

12. **Lessee's Right to Terminate.** (a) Lessee shall have the right to terminate this Lease Agreement and all obligations hereunder at any time prior to the issuance of permits or licenses to it for mining activity by giving Lessor thirty (30) days written notice of Lessee's election to terminate this Lease Agreement, with no additional consideration other than amounts due pursuant to Section 4 through the end of such 30-day period; (b) Lessee shall have the right to terminate this Lease Agreement on thirty (30) days written notice in the event it is enjoined or restrained by any court or governmental agency from using the Leased Premises for their intended purpose, with no additional consideration other than amounts due pursuant to Section 4 through the end of such 30-day period; (c) Lessee shall have the right to terminate this Lease Agreement and all obligations hereunder on thirty (30) days notice if commercially minable stone on the Leased Premises ceases to meet all applicable state, local or federal specifications, with no additional consideration other than payments due pursuant to Section 4 through the end of such 30-day period; and (d) in addition to the foregoing, Lessee shall have the right to terminate this Lease Agreement at any time and for any reason, or for no reason, by giving Lessor written notice of its election to terminate the Lease Agreement and paying to Lessor an amount equal to payments due pursuant to Section 4 through the end of such calendar year. Upon the payment of such amount, Lessee's obligations under this Lease Agreement shall cease, except for

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Lessee's obligation to perform reclamation work pursuant to Section 20 (Reclamation) of this Lease Agreement, which shall survive termination of this Lease Agreement.

13. **Taxes.** Lessor shall be responsible for all taxes and assessments levied on the Leased Premises, provided, however, that Lessee shall be responsible for all taxes or assessments that may be made against Lessee's machinery, equipment and other personal property or structures used or placed on the Leased Premises and shall be responsible for all taxes on any improvements to the Leased Premises, whether such improvements be deemed real or personal property. Lessee shall be responsible for all taxes levied directly or indirectly on the minerals extracted from the Leased Premises.

14. **Default.** Each of the following shall constitute an event of default:

- (1) Failure of Lessee to pay any sum due hereunder within thirty (30) days of the date said sum becomes due;
- (2) Failure of Lessee to perform any of the other terms, conditions, or obligations imposed by this Lease Agreement.

If any event of default occurs, Lessor shall be entitled, at its option, to terminate this Lease Agreement upon the following terms and procedures: If Lessor desires to terminate, Lessor shall send registered written notice specifying the default(s) claimed by Lessor and Lessee shall have sixty (60) days from receipt of such notice in which to cure or commence to cure the default. Lessor shall not be entitled to terminate this Lease Agreement if Lessee cures the claimed default within sixty (60) days or commences to cure the claimed default within thirty (30) days of receipt of written notice of the claimed default.

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15. **Right of First Refusal with Respect to Additional Minerals.** If commercially saleable precious minerals or other natural resources other than the construction materials specified herein are discovered on the Leased Premises, and Lessor desires to sell such minerals or other natural resources, Lessor hereby grants to Lessee the right to purchase such minerals or resources upon the same terms and conditions as offered by any other party. The procedure to be followed with respect to the right of first refusal shall be the same as with respect to a sale of the Leased Premises, with appropriate adjustments to take account of the fact that minerals or other natural resources are being conveyed.

16. **SubLetting:** Subject to Lessor's consent, which shall not be unreasonably withheld, Lessee may sublease any part of the Leased Premises to any sub-lessee that will operate accessory uses that benefit the quarrying operations and the Lessor by utilizing construction aggregates produced at the facility. Lessee shall require that each sub-Lessee indemnify and hold both Lessee and the Lessor harmless for losses or damages arising from their operations and provide at least \$1,000,000 of general liability coverage naming both Lessee and the Lessor as additional insureds; evidence of such general liability coverage shall be provided before a sub-Lessee establishes a presence on the Leased Premises, and failure to provide such evidence shall result in immediate termination of this Lease Agreement.

17. **Memorandum of Lease.** The parties agree that this Lease Agreement is not to be recorded in the public records of any county, including where the Leased Premises are situated, and that the parties will execute a recordable Memorandum of Lease agreeable to both parties which shall give public notice of this Lease Agreement

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and shall specifically include information relating to Lessee's right of first refusal. Recording of the Memorandum of Lease shall be at Lessee's expense.

18. **No Agency.** Lessee's employees, agents and contractors are not employees or agents of Lessor and nothing contained herein shall be construed to create any agency or partnership relationship between the parties.

19. **Execution of Further Documents.** To the extent that any additional documents shall be necessary to effectuate the intent of this Lease Agreement, including but not limited to, execution of licenses, consents, permits and approvals, Lessor agrees to execute such documents as may be reasonably necessary to obtain any permit or approval for the operations contemplated hereunder and to cooperate with Lessee in order to assist Lessee in obtaining necessary licenses, consents, permits and approvals. The parties recognize that it may be necessary to change the present zoning classification or obtain conditional use permits or other licenses, and that Lessee will be required to obtain mining permits and approvals from various state, local, or federal agencies before materials can be extracted from the Leased Premises. Lessor agrees to execute such documents as may be necessary for any of the foregoing and to lend its support and cooperation to Lessee's efforts to obtain any of the foregoing.

20. **Reclamation.** Notwithstanding anything else herein to the contrary, upon the termination or expiration of this Lease Agreement and any renewals thereof, Lessee shall reclaim the Leased Premises pursuant to the Reclamation Plan, attached hereto as Exhibit C and made a part hereof. Lessee shall also reclaim the Leased Premises pursuant to the applicable Mine Plan and regulations applicable to it, if any. Lessee shall not be required by virtue of this Agreement to comply with any regulations which

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may be hereafter adopted, unless such regulations are made specifically applicable to Lessee's Mine Plan by the federal, state or local agency having jurisdiction thereof.

Notwithstanding anything else herein to the contrary, Lessee's obligation to perform reclamation work pursuant to this Section 20 (Reclamation) and in accordance with the Reclamation Plan attached hereto shall survive termination of this Lease Agreement. Due to the long-term nature of this Lease Agreement and the mining and reclamation to be performed pursuant hereto, until the reclamation required by the Reclamation Plan is completed, Lessee shall carry a reclamation performance bond for an amount no less than Two Hundred Fifty Thousand US dollars (\$250,000.00). Lessee shall provide Lessor with a copy of the reclamation performance bond no less than annually, and Lessee's choice of surety companies shall be limited to only those acceptable on Federal and/or State of Texas bonds. If not provided within 10 days following a written request therefore, Lessee, by acceptance of this Lease Agreement, agrees to pay as partial liquidated damages to Lessor, the sum of One Hundred Dollars (\$100.00) for each day that Lessee fails to provide such bond, together with interest on the cumulative amount at the highest rate allowed by law from the date due until paid plus all costs of collection, including attorneys fees and all such sums shall be payable out of Lessee's share of Aggregate sales hereunder.

21. **Miscellaneous.** This Lease Agreement contains all of the warranties and agreements between the parties with respect to the Leased Premises and may not be modified orally or in any manner other than by written instrument signed by all parties to this Lease Agreement. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right to insist upon

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strict compliance at another date and shall not be considered a waiver of compliance with such provision. No waiver by any party of any condition, or of any breach of any term, covenant, representation or warranty contained in this Lease Agreement shall be deemed a continuing waiver of any such condition or breach and shall not preclude Lessee from being entitled to strict compliance with the terms of this Lease Agreement.

22. **Notices.** All notices to be given by any party to the other under this Lease Agreement shall be in writing, mailed or delivered to the other party at the following address:

To Lessor: Will M. Daniel
20302 Sequoia Trace
Spring, Texas 77379

To Lessee: River Aggregates, LLC.
PO Box 8609
The Woodlands, TX 77387

All notices shall be sent by United States mail or other independent delivery source which generates a record of receipt of such notice by the person to whom it is addressed an notice shall be deemed given when actually received by the person to whom the notice is addressed.

23. **Successors and Assigns.** This Lease Agreement shall be binding upon all of Lessor's successors, assigns, heirs, executors, and administrators, and shall survive Lessor's death or incompetency, and shall survive any transfer of title by Lessor.

24. **Improvements.** All improvements erected or paid for by Lessee or its agents shall remain the personal property of Lessee and shall not be deemed a part of the real property owned by Lessor.

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25. **Entire Agreement.** This Lease Agreement represents the complete understanding between the parties hereto, and supersedes all prior negotiations, representations or agreements, whether written or oral, as to the matters described herein. This Lease Agreement may be amended only by written instrument signed by both parties. No requirements, obligations, remedy or provision of this Lease Agreement shall be deemed to have been waived, unless so waived expressly in writing, and any such waiver of any such provision shall not be considered a waiver of any right to enforce such provision thereafter.

26. **No Waiver.** Lessor's waiver of a breach of any provision of this Lease Agreement by Lessee shall not operate or be construed as a waiver of any subsequent breach by Lessee. In addition, no custom or practice of the parties at variance with the provisions of this lease shall constitute a waiver of Lessor's right to demand strict compliance with the terms of this lease.

27. **Applicable Law & Forum Selection.** The interpretation, construction and performance of this Lease Agreement shall be governed by the laws of the State of Texas, and venue in any such action shall be in the County of Liberty.

28. **Miscellaneous.**

- **Designated Contact:** Lessee agrees to designate in writing, delivered to the Lessor, the name of the person or person(s) to be regularly be present on the Leased Premises as mining is conducted with whom Lessor may handle directly any claims of Lessor resulting from injury and damage to livestock, wildlife, surface area or improvements on the Leased Premises occasioned by or arising from Lessee's operations.

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- Delinquent Payments: In the event that Lessee fails to make any payment due hereunder within thirty days (30) days after the first 1st day of the calendar month for which such payment is due, the delinquent payment amount shall bear interest at the rate of 1.5% per month, or a portion thereof, or the maximum legal rate provided by applicable law, whichever yields the higher legal return, from said thirty (30) day period until the date said payment is paid. In addition to any other rights Lessor may have hereunder (including, without limitation, the right to receive interest as specified in the preceding sentence), in the event that Lessee fails to pay any of said payments within said 30-day period, and does not pay the full amount of said payments plus applicable interest, within thirty (30) days of the date of receipt of a written notice from Lessor, this Lease Agreement shall automatically terminate. As to disputes in the calculation of or deduction from payments due hereunder, this Lease Agreement shall not terminate. If a court action is brought by Lessor regarding improper calculation or payment of royalties hereunder, Lessee shall continue to pay undisputed amounts of the payments hereunder to Lessor.
- Singular / Plural: The use of either the singular or the plural includes the other, as applicable.
- Severability: If any provision of this Lease Agreement is held to be inoperative, invalid, or illegal, it is my intention that all of the other remaining provisions thereof shall continue to be fully operative and effective as far as is possible and reasonable.
- Counterparts: This Lease Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Electronic transmission of any signed original document and/or retransmission of any signed

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electronic transmission will be deemed the same as delivery of an original.

29. **Ranch Rules.** Lessee agrees that all its representatives and agents are not permitted to:

- remove any artifacts found on the Leased Premises; or
- hunt, fish, swim, camp or picnic on the Leased Premises; or
- use or possess any drugs or paraphilia or be under the influence of any illegal substance(s) while on the Leased Premises; or
- bring any dog, gun, firearm, fishing equipment or other sporting paraphernalia or any alcohol or illegal drug of any kind onto the Leased Premises; or
- discard any papers, boxes, sacks, containers, hazardous waste material, trash or litter of any kind on the Leased Premises; or
- cross any outside boundary fence of the Leased Premises other than through the designated entrance gate(s) or travel through the property, i.e., enter by one gate and leave by another; or
- travel any road not designated by Surface Owner; or
- bring any visitor or guest onto the Leased Premises, except as part of Lessees ordinary course of business; or
- exceed a maximum of 20 miles per hour speed limit on the Leased Premises in any motor vehicle.

IN WITNESS WHEREOF, the Lessor has hereunto set his hand and seal to this Lease Agreement, and the Lessee has caused this Lease Agreement to be executed by its duly authorized officers, all as of the date first set forth above.

Lessor:

Will M. Daniel
Will M. Daniel

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Lessee: **River Aggregates LLC**

By: _____

Title: _____

Managing Partner

Jerry Mccalip
jerry.mccalip@arcosa.com
February 22, 2021 02:25UTC
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STATE OF TEXAS §
COUNTY OF Montgomery §

I, Melissa Holman, Notary Public for said County and State, do hereby certify that Will M. Daniel personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 11th day of May, 2017.

M. Holman
Notary Public

My Commission Expires: 10-18-17

STATE OF TEXAS §
COUNTY OF Montgomery §



I, Melissa Holman, Notary Public for said County and State, certify that Rob Van Til personally came before me this day and acknowledged that he is Managing Partner of River Aggregates LLC, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Managing Partner, sealed with its corporate seal, and attested by himself as its Managing Partner.

Witness my hand and official seal, this the 11th day of May, 2017.

M. Holman
Notary Public

My Commission Expires: 10-18-17



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EXHIBIT A

That certain 168.863 acre tract of land lying and being situated in the Aaron Cherry League, Abstract No. 10, Liberty County, Texas; said interest being more particularly described in deed from Johnnie Snell Smith, et al. to Bill Daniel dated December 19, 1962, of record in Vol. 547, Page 442 of the Liberty County Deed Records, to which reference is hereby made for all purposes, **AS TO AND ONLY AS TO** that part of that certain 168.863 acre tract of land which lies generally north of the Liberty County blacktop road, commonly known as Plantation Ranch Road, also known as Daniel Ranch Road and/or CR 2132, that runs over, across, and through this said 168.863 acre tract of land, and which road is partially shown as Exhibit A to that certain Gift Deed dated January 3, 1986 ("Gift Deed"), as recorded in Vol. 1103, Page 410 of the Liberty County Deed Records. To further describe the part of the land which lies generally north of Plantation Ranch Road, it is the part of the 168.863 acre tract of land located on the opposite side of Plantation Ranch Road from where the Plantation Ranch Headquarters is located; the Headquarters is depicted on Exhibit A to the Gift Deed. [Snell Tract]

That certain fifty (50) acres of land, more or less, in the Aaron Cherry League, Abstract 10, Liberty County, Texas, and being the same land conveyed by Mrs. Gertrude H. Cummings, widow, to Bill Daniel, by deed dated October 16th, 1951, and recorded in Vol. 360, Page 2 of the Liberty County Deed Records. [Cummings Tract]

That certain 284.14 acres of land, more or less, out of the Aaron Cherry League, Abstract No. 10, Liberty County, Texas, as more fully described in that certain partition deed by and between Bill Daniel, et ux. and R. L. (Bob) Cruse, et. ux., dated May 21, 1949, recorded in Vol. 316, Page 302 of the Liberty County Deed Records, and being the same land deeded to Bill Daniel, on February 27, 1961, as recorded in Vol. 524, Page 328 of the Liberty County Deed Records, to which deed references are made for more particular description. [Hillside and East Woods Tract]

That certain nineteen hundred forty-three (1,943) acres of land, more or less, subject to the reservations in (1) deed dated December 15, 1981, Vol. 940, Page 644, (2) deed dated December 27, 1985, Vol. 1102, Page 823, and (3) deed dated January 3, 1986, as recorded in Vol. 1103, Page 397, collectively referred to as the "Gift Deeds", **AS TO AND ONLY AS TO** that part of that nineteen hundred forty-three (1,943) acres of land which lie north, northeast, and east of the Liberty County blacktop road, commonly known as Plantation Ranch Road, also known as Daniel Ranch Road and/or CR 2132, that runs over, across, and through this said nineteen hundred forty-three (1,943) acres of land, and which road is partially shown on Exhibit A to the Gift Deeds. To further describe the part of the land which lies north, northeast, and east of Plantation Ranch Road, it is the part of the nineteen hundred forty-three (1,943) acres of land located on the opposite side of Plantation Ranch Road from where the Headquarters is located; the Headquarters is depicted on Exhibit A to the Gift Deeds. [Break Tract]

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All of that part of Tract or Parcels (5), (6), (7), & (8) that were saved, excepted, and reserved to the Grantors (being Gov. Bill and his wife, Vara Faye Martin Daniel) in the four separate deeds listed below, all of which are recorded in the Liberty County Deed Records, AS TO AND ONLY AS TO that two hundred (200) foot wide strip of land lying alongside, adjacent to and contiguous with, the north, northeast, and east of the side of the Liberty County blacktop road, commonly known as Plantation Ranch Road, also known as Daniel Ranch Road and/or CR 2132, that runs over, across, and through that certain nineteen hundred forty-three (1,943) acres of land described in the four (4) deeds listed below, and which road is partially shown as Exhibit A to the four (4) deeds listed below; SAVE AND EXCEPT any part of that two hundred (200) foot wide strip of land, if any, lying west of that 168.863 acre tract more particularly described in deed from Johnnie Snell Smith, et al., to Bill Daniel date December 19, 1962, as recorded in Vol. 547, Page 442 of the Liberty County Deed Records, to which reference is hereby made for all purposes. [200 Foot Strip]

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Exhibit A-1

| RIVER AGGREGATES | | | |
|----------------------|--------------|---------|-----|
| WD PROPERTY BOUNDARY | | | |
| | Romney, TX | Liberty | |
| | May 10, 2017 | NTS | |
| | BCD | | 503 |



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EXHIBIT B

Payments of Prepaid Royalty and Excess Royalty

During the Initial Payment Period:

1. All Initial Payments shall be paid to Will Martin Daniel at address specified below.
2. Any Excess Royalty shall be paid according the Royalty Owner Allocation Percentage set forth below.

Following the Initial Payment Period:

1. \$4,000 of the Prepaid Royalty shall be paid to Will Martin Daniel for surface rent at the address specified below.
2. The rest of the Prepaid Royalty and any Excess Royalty shall be paid according to the Royalty Owner Allocation Percentage set forth below.

Royalty Owner Allocation Percentage

| Name | Address to send Payment | Percentage of Prepaid Royalty and Excess Royalty |
|-------------------------------|---|--|
| Will Martin Daniel | 20302 Sequoia Trace Spring, TX 77379 | 51.42% |
| William Martin Daniel Trust 1 | P.O. Box 87 Liberty, TX 77575 | 10.00% |
| Ann Daniel Rogers | P.O. Box 87 Liberty, TX 77575 | 10.00% |
| Susan Nanette Daniel | P.O. Box 87 Liberty, TX 77575 | 10.00% |
| Dani Daniel Brister | P.O. Box 87 Liberty, TX 77575 | 10.00% |
| William Daniel Rogers | P.O. Box 87 Liberty, TX 77575 | 1.43% |
| Daniel Martin Parker | P.O. Box 87 Liberty, TX 77575 | 1.43% |
| Catherine Rogers Kuchan | P.O. Box 87 Liberty, TX 77575 | 1.43% |
| Mollie Suellen Leavins | P.O. Box 87 Liberty, TX 77575 | 1.43% |
| Nanette King Headrick | P.O. Box 87 Liberty, TX 77575 | 1.43% |
| Hannah Haberle Thornton | P.O. Box 87 Liberty, TX 77575 | 1.43% |

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Exhibit C

RECLAMATION PLAN and MINING PLAN

The agreed upon RECLAMATION PLAN and MINING PLAN are attached separately hereto as the following:

Exhibit C-1 (map 501): Mining Plan

Exhibit C-2 (map 502): Reclamation Plan

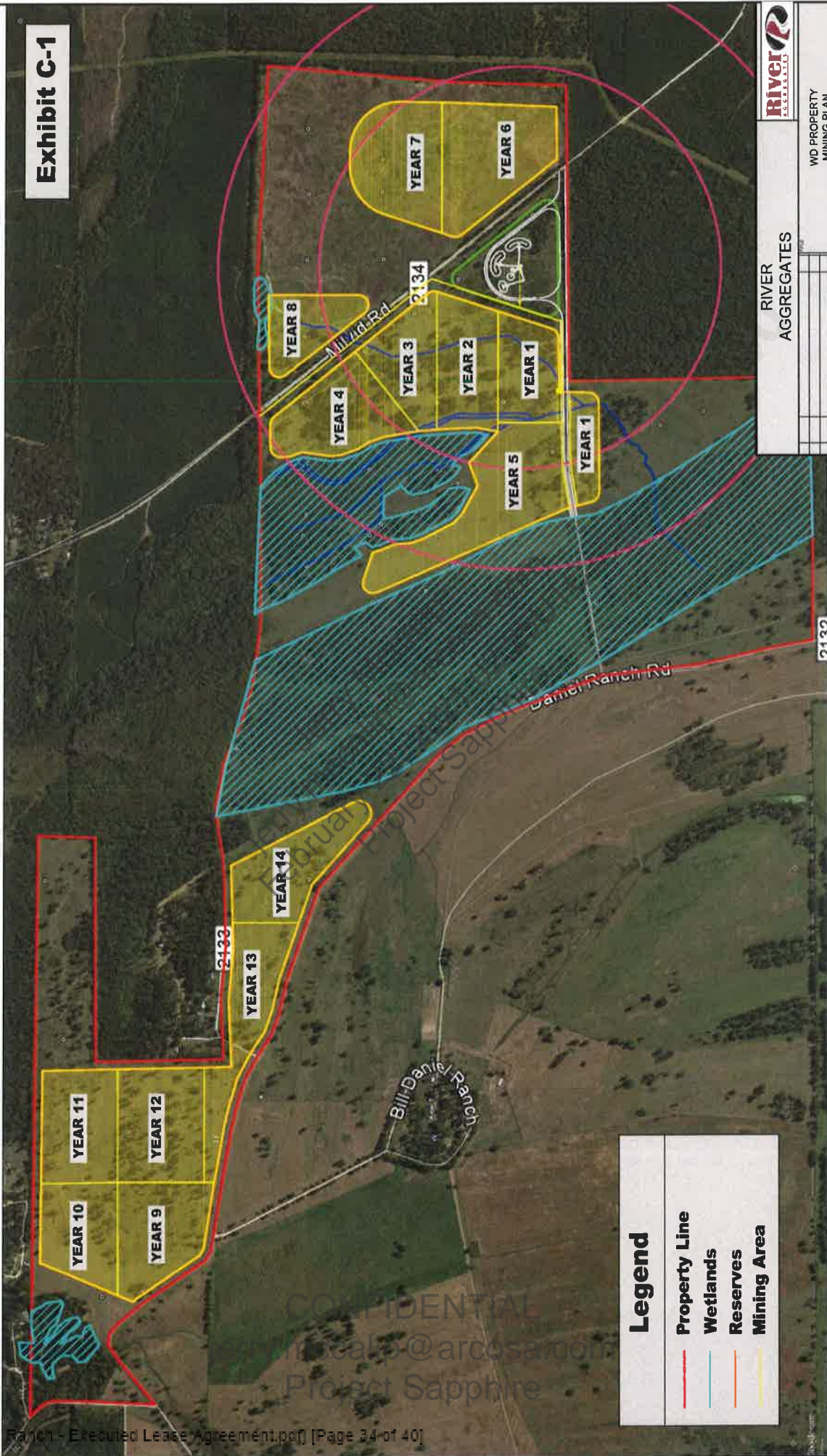
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Exhibit C-1



| Legend | |
|---------------------------------------|---------------|
| — | Property Line |
| ▨ | Wetlands |
| ▨ | Reserves |
| ▭ | Mining Area |

| | | | |
|----------|---------------|-------------------------|-----|
| | | RIVER AGGREGATES | |
| | | WD PROPERTY MINING PLAN | |
| Location | Romayor, TX | Liberty | |
| Date | April 5, 2017 | NTS | |
| Drawn by | BCD | | 501 |

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P.O. Box 8609
The Woodlands, Texas 77387

DANIEL RANCH LEASE
MINING PLAN

Attached to and made a part of the Mining Plan (Exhibit C-1, map 501), which is attached to the Lease Agreement dated May 11, 2017, by and between Will M. Daniel ("Lessor") and River Aggregates, LLC ("Lessee")

The following is the Mining Plan for the Daniel Ranch leased property located in Liberty County, Texas.

The reserves summary estimates approximately 10 million tons of raw recoverable resources yielding 6.4 million tons of concrete sand and gravel. The reserve data has been divided into (2) two main areas identified as areas West and East. The two areas to be mined are approximately 320 acres and are referenced on map 501.

Mining operations will begin on the East side property. Sometime in year (6) six, the dredge will be moved to the east side of CR 2134 and continue mining through approximately year (8) eight.

In approximately year (8) eight, the processing plant will be relocated to the West area where mining will continue until the balance of the reserves have been mined and the property has been reclaimed.

Stripping will be conducted utilizing excavators and off-road haul trucks. Overburden material will be pushed back into previously mined areas with a dozer and leveled.

The processing plant will consist of processing equipment currently available with the latest processing technology. Sand will be mined with a dredge and pumped to the plant. The material will first cross a scalping screen where oversize and gravel will be screened out and stockpiled. The balance of sand and water will be pumped to a density separator where the cut is made for concrete sand. The concrete sand cut will be discharged onto a high frequency dewatering screen and then discharged onto a conveyor system for stockpiling. The undersized material will be pumped to a cyclone separator to cut the sand from the slurry, and then fed onto another high frequency screen where the sand is discharged onto a conveyor system to be stockpiled. Any unusable waste sand will be pumped back to the pit and placed with the overburden for reclamation. Changes to the processing plant could change overtime due to changes in the market, the deposit, the regulatory environment, or technology

Sales and production tons of concrete sand and gravel are scheduled at 400,000 to 500,000 tons per year. This Mining Plan is a fluid plan and is subject to changes throughout the mining process, subject to agreement by the Lessor and Lessee; however, within the boundaries of the mining plan, it is understood the Lessee may not follow their

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current year-to-year plan, and slight deviations are anticipated and do not require approval by Lessor. Notwithstanding anything in the Lease Agreement, Reclamation Plan, or Mining Plan to the contrary, in no event shall the perimeter of the Mining Plan be expanded to include additional land without the express, written consent by Lessor and Lessee.

ADDITIONAL NOTES:

1. Landowner agrees that no cattle operations can take place in active mining areas.
2. The house located on the Snell property must be relocated no later than the date by which Lessee will begin mining operations on the Snell property; however, at Lessor's option, the house shall be allowed to remain where it is until such time. Lessee agrees to pay for the relocation of the house located at a cost not to exceed \$10,000 (ten thousand dollars). Lessee shall also be responsible for decommissioning the water well, electrical utility, and septic system associated with the house, and also the removal of the existing wooden fence in front of the house, and the construction of a barbed wire fence in its place to serve as a boundary between the Snell property and CR 2132, aka "Daniel Ranch Road." The barbed wire fence shall be built in an identical manner as the existing barbed wire fence which serves as a boundary between the remainder of the Snell property and Daniel Ranch Rd.

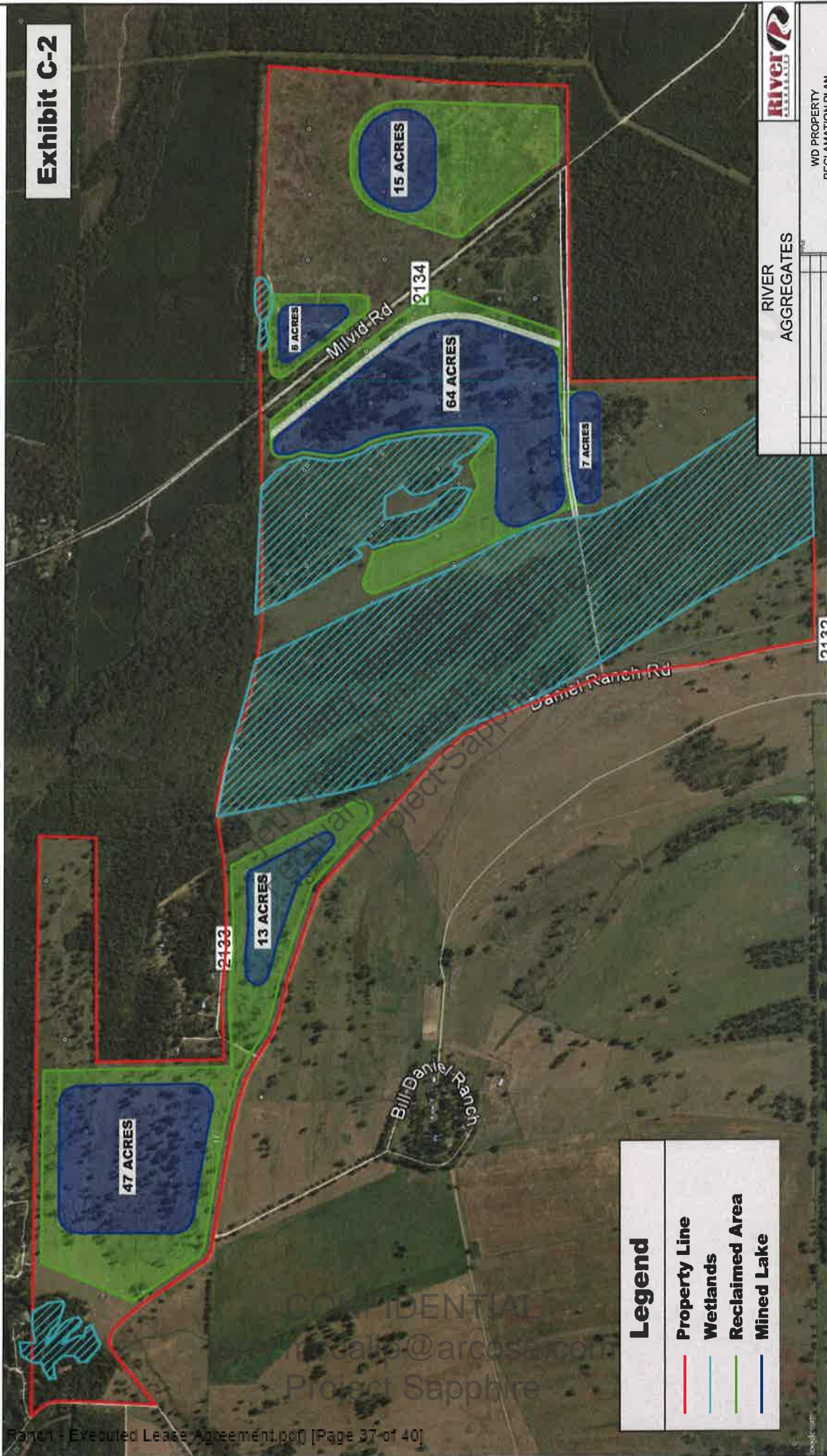
Should Lessor decide to not physically move the house located on the Snell property, Lessee shall (a) pay Lessor \$10,000 (ten thousand dollars) as a one-time payment (in addition to any other payment(s) required by the lease), such payment representing the loss of use of the house; and (b) Lessee may use, take possession of, relocate, deconstruct, burn down, or otherwise do with the house whatever Lessee on its own shall decide.

3. Any improvements to the land made prior to the execution of the lease that will be removed by the operator/lessee, (culverts, cattle guards, ect.) will be returned to the landowner unless they are no longer in working or useable condition upon removal.
4. Upon completion of the mining of the eastern reserves (but west of CR 2134, aka "Milvid Rd"), the 7 acre pond shown on map 502 shall be connected with the 64 acre pond in such a manner that the 7 acre pond does not become a stagnant body of water. It is anticipated that at least two large culverts (of a size no smaller than that which currently lies beneath "Sunday Road," being that road that provides access to the Leased Premises from Daniel Ranch Road will be placed beneath the road so that the 7 acre pond is connected with the 64 acre pond. The culverts should be set in a manner to allow for circulation of water, e.g. one culvert will be placed toward the west side of the 7 acre pond, and one culvert more to the east side of the pond.

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Exhibit C-2



| RIVER AGGREGATES | | | |
|------------------------------|----------------|---------|--|
| WD PROPERTY RECLAMATION PLAN | | | |
| Location | Romayor, TX | Liberty | |
| Date | April 10, 2017 | NTS | |
| Scale | 800' | | |
| Sheet | 502 | | |

| Legend | |
|--------------------------------------|----------------|
| — | Property Line |
| ▨ | Wetlands |
| — | Reclaimed Area |
| — | Mined Lake |

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DANIEL RANCH LEASE
RECLAMATION PLAN

Attached to and made a part of the Reclamation Plan (Exhibit C-2, map 502), which is attached to the Lease Agreement dated May 11, 2017, by and between Will M. Daniel ("Lessor") and River Aggregates, LLC ("Lessee")

The following is the Reclamation Plan for the Daniel Ranch leased property located in Liberty County, Texas.

Quality topsoil if available will be stripped and stockpiled in strategic areas throughout the mining area so that it will be readily accessible to be placed over reclaimed areas as they become available. Overburden will be excavated, hauled and dumped into previously mined areas. Plant waste and fines will be pumped via pump and pipeline back to previously mined areas along with the stripped overburden. The reclaimed areas will be reclaimed to approximately 1 to 2 feet above the original elevation. Drainage will be incorporated in the reclaimed areas to facilitate adequate and proper drainage from storm water runoff. Finished areas will be shaped and graded smooth and level. Areas around open water will be sloped to a 3:1 slope to the water; and the land immediately west of CR 2134 ("Milvid Road") shall be reclaimed so that the original elevation extends westerly from Milvid Road no less than 200' (two hundred feet) from the fence line. It will be necessary to maintain a 4 foot berm or levee on any areas adjacent to active mining lakes. This is an MSHA requirement to prevent anyone from accidentally falling or driving off into an active mine site.

The reclamation process will be an ongoing process whereas most reclamation will follow the mining path.

The Reference map 502 shows the proposed areas that will be considered reclaimed areas and the areas that will be left as lake areas. This Reclamation Plan is a fluid plan and is subject to changes throughout the mining process, subject to agreement by the Lessor and Lessee; however, within the boundaries of the mining plan, it is understood the Lessee may not follow their current year-to-year plan, and slight deviations are anticipated and do not require approval by Lessor. Notwithstanding anything in the Lease Agreement, Reclamation Plan, or Mining Plan to the contrary, in no event shall the perimeter of the Mining Plan be expanded to include additional land without the express, written consent by Lessor and Lessee. Changes would be updated annually.

In the duration of mining operation there may be reason to make changes to the proposed mining and reclamation plans that may require agreement by both parties. River

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Aggregates proposes a "CHANGE OF PLAN" Form that would be utilized to address, agree upon, and record any changes in the mining and reclamation plan. The CHANGE OF PLAN Form to be utilized is attached hereto.

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DANIEL RANCH MINING LEASE

CHANGE OF PLAN FORM

THIS FORM IS PREPARED TO FACILITATE ANY CHANGES IN THE MINING AND RECLAMATION PLANS AS DETAILED IN THE LEASE.

ANY CHANGES WILL BE DESCRIBED WITH DETAILS IN THE BOX BELOW. OFFICIAL REPRESENTATIVES FROM EACH PARTY TO THE LEASE (LESSEE AND LESSOR) WILL AGREE ON THE CHANGES REQUESTED AND SIGN BELOW AS CONFIRMATION OF AGREED UPON CHANGES.

DESCRIPTION OF CHANGE

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February 22, 2021 02:25UTC
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ACCEPTED:

LESSEE REPRESENTATIVE:

LESSOR REPRESENTATIVE:

DATE:

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DATE:

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SECOND AMENDMENT TO MINERAL AGREEMENT AND LEASE

THIS **SECOND AMENDMENT TO MINERAL AGREEMENT AND LEASE** (this "**Second Amendment**") is entered into by and between **Daniel Land Company, LLC**, a Texas limited liability company, and **Will M. Daniel** (collectively referred to herein as "**Lessor**"), and **River Aggregates, LLC**, a Delaware limited liability company ("**Lessee**"), as of September 18, 2020 ("**Effective Date**").

RECITALS:

WHEREAS, **WILL M. DANIEL**, as Optionor, and **RIVER AGGREGATES, LLC**, as Optionee, entered into that certain Option Agreement dated April 29, 2016 ("**Option Agreement**"), whereby Optionor provided Optionee with the exclusive right to exercise an option to lease Lessor's property in Romayor, Texas; and

WHEREAS, Optionee exercised its option to lease some of Optionor's property, and in furtherance thereof **WILL M. DANIEL**, as Lessor, and **RIVER AGGREGATES, LLC**, as Lessee, entered into that certain **MINERAL AGREEMENT AND LEASE** ("**Lease Agreement**") as of the Effective Date, the form of which was previously agreed to and accepted and included as an exhibit to the *Option Agreement*; and

WHEREAS, **WILL M. DANIEL** conveyed the SURFACE ONLY of the Leased Premises to **DANIEL LAND COMPANY, LLC**, by that certain *Warranty Deed* executed June 28, 2017, recorded as Instrument No. 2017012877 in the Official Public Records of Liberty County, Texas; and as such **DANIEL LAND COMPANY, LLC** is the current owner of the SURFACE ONLY of the Leased Premises, and **WILL M. DANIEL** retains the ownership of the Leased Premises as to any executory rights associated with the Aggregate (as that term is defined in Section 2.A. of the Lease) located thereunder; and based on the nature of the Lease Agreement, **DANIEL LAND COMPANY, LLC** and **WILL M. DANIEL** are hereinafter considered for all purposes and are collectively referred to as "**Lessor**";

WHEREAS, Lessor and Lessee amended the *Lease Agreement* by that certain Amendment to Mineral Agreement and Lease, entered into November 16, 2017, but effective as of May 11, 2017 ("**First Amendment**"); and

WHEREAS, the parties desire to further amend the Lease as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual benefits accruing to the parties hereto, the *Lease Agreement* is amended as follows:

Paragraph 2. Rights of Lessee. is deleted in its entirety and replaced with the following (sub-paragraphs 2.A. through 2.I. remain as written in the original Lease Agreement):

2. **Rights of Lessee.** Lessor does hereby lease unto Lessee all of the Lessor's right, title and interest in and to the Aggregate in and under the Leased Premises, during the initial term and any renewal terms of this Lease Agreement, primarily for the operation and maintenance of a rock, stone, gravel, sand and soil processing plant. Without limiting the foregoing, Lessee shall have:

[followed by sub-paragraphs 2.A. through 2.I.]

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Paragraph 2. Rights of Lessee. is further amended by inserting the following immediately after sub-paragraph 2.I.:

Insofar and only insofar as it relates to Lessee's rights to use the Leased Premises for the purpose set forth in this Paragraph 2, as provided for herein, Lessee's rights shall be superior to Lessor's rights such that Lessor may exercise any of its rights, only so long as and to the extent they do not unreasonably interfere with or delay the Lessee's operations according to the rights provided for in this Lease Agreement or otherwise increase Lessee's obligations or liabilities or decrease Lessee's rights hereunder.

Paragraph 7. Right of Lessor. is deleted in its entirety and replaced with the following, except as otherwise noted hereinbelow:

7. **Rights of Lessor.** Subject to Lessee's rights to use the Leased Premises as provided for herein, Lessor retains all of its right, title and interest in and to the Leased Premises. As provided for in Paragraph 2, Lessor may exercise any of its rights, only so long as and to the extent they do not unreasonably interfere with or delay the Lessee's operations according to the rights provided for in this Lease Agreement or otherwise increase Lessee's obligations or liabilities or decrease Lessee's rights hereunder. Notwithstanding the foregoing, except as set forth in Paragraph 7(B) and 7(C) below, Lessor shall not lease or otherwise grant any occupancy right(s), whether commercial or residential, to the surface of the Leased Premises, insofar and only insofar as to the surface lying within the Mining Area depicted on Exhibit C-1 (map 501) or constituting any private roads or other accessway to such Mining Area, to any party without the prior written consent of Lessee, which consent shall not be unreasonably withheld, conditioned or delayed; provided that such consent is hereby deemed given with respect to the house located on the Snell property.

A. If Lessor or his heirs, executors, administrators, grantees, successors or assigns at any time during the term of this Lease Agreement, or any extension thereof, desires to sell, lease or otherwise transfer, convey, or assign all or any portion of the Leased Premises pursuant to a bona

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fide offer to purchase all of the Leased Premises or a bona fide offer by Lessor to sell all of the Leased Premises, Lessor shall give Lessee ninety (90) days' notice in writing of any such bona fide offer to purchase or sell, setting forth the amount of the proposed purchase price and all of the other terms and conditions of such offer to purchaser sell (including, where a written offer has been made, a copy of the written offer), and Lessee shall have the first option to purchase the Leased Premises by giving written notice to the Lessor of Lessee's election to purchase the Leased Premises within forty-five (45) days from receipt by Lessee of Lessor's written notice of its election to sell the Leased Premises. Lessee's first option to purchase shall be on the same terms and conditions as Lessor's bona fide offer to purchase or sell. If Lessee does not elect to exercise its first option to purchase within the forty-five (45) day period this Lease Agreement and all of its terms and conditions shall nevertheless remain in full force and effect and any purchaser or other transferee of the Leased Premises shall be bound by this Lease Agreement. The right of first refusal set forth herein shall apply to each offer to purchase, sell lease, option or otherwise transfer by Lessor and shall require compliance by Lessor with this provision with respect to any re-offering of the Leased Premises, counter-offer, or subsequent offer after Lessee's election not to purchase with respect to an original offer. The provisions of this right of first refusal shall survive any transfer of the Leased Premises to any party and shall require compliance by such party with the provisions of this paragraph.

B. Lessor shall be able to continue using that portion of the Leased Premises which is not required for active mining operations for agricultural operations up until the time said portion of the Leased Premises is required for mining, provided that (i) at Lessor's cost, Lessee be named as an additional insured party by Lessor or those to whom Lessor may lease part(s) of the Leased Premises for agricultural operations, with such insurance coverages being same or better than that attached to this Second Amendment as Exhibit A-1; and (ii) such agricultural operations do not unreasonably interfere with Lessee's operations. Lessor shall be responsible for notifying any and

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all such agricultural users of the commencement of mining operations and for causing such users to vacate the portion of the Leased Premises to be used for mining. Lessor shall be responsible for and shall indemnify, defend and hold Lessee harmless against any and all claims for damages, liabilities or costs incurred by Lessee as a result of the use of the Leased Premises pursuant to this Paragraph 7(B).

C. Lessor shall continue to be able to hunt and trap hogs on the Leased Premises, provided that (i) no hunting whatsoever and no firearms whatsoever are allowed in an active mine area and/or the area including the associated plant and equipment yard; (ii) no hunting shall be authorized in the area depicted as Area 1 on the Exhibit D-1, attached hereto and incorporated herewith, while the plant and processing equipment are located in Area 1; likewise, no hunting shall be authorized in the area depicted as Area 2 on the Exhibit D-1 when mining is occurring there; and no hunting shall be authorized in the area depicted as Area 3 on the Exhibit D-1 when mining is occurring there; and no hunting shall be authorized in the area depicted as Area 4 during on the Exhibit D-1 when mining is occurring there; provided, however, that Lessor can hunt on any pasture at any time and with any method upon written authorization by Lessee, which may include restrictions such as methods and placement of hunting blinds; (iii) at Lessor's cost, Lessee be named as an additional insured party by Lessor or those to whom Lessor may lease part(s) of the Leased Premises for hunting, with such insurance coverages being same or better than that attached to this Second Amendment as Exhibit A-2; and (iv) Lessor shall require all person(s) hunting or engaging in any hunting-related activities to execute a Waiver and Release and Liability as set forth on Exhibit B prior to participating in such activities. Lessor shall be responsible for and shall indemnify, defend and hold Lessee harmless against any and all claims for damages, liabilities or costs incurred by Lessee as a result of the use of the Leased Premises pursuant to this Paragraph 7(C).

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Paragraph 10. Insurance. is deleted in its entirety and replaced with the following:

10. **Insurance.** Lessee shall obtain and maintain a policy of general public liability insurance for the joint benefit of Lessor and Lessee in an amount not less than One Million Dollars (\$1,000,000.00) single limit for injury or death and property damage. **DANIEL LAND COMPANY, LLC** shall be named an additional insured. A copy of the policy shall be provided to Lessor before Lessee establishes a presence on the Leased Premises. In addition, Lessee shall be entitled at its election to obtain fire and extended coverage insurance with respect to the Leased Premises and any fixtures or equipment located thereon. Lessor shall have no claim or interest in such insurance or the proceeds of it and agrees to sign any documents reasonably necessary to effectuate this Lease Agreement. Lessee shall provide Lessor evidence of insurability (i.e. copy of insurance certificate) not less than once per period of time the insurance is in effect; so if the policy is issued annually, then Lessee shall provide Lessor evidence of insurability once per year. If evidence of insurability is not provided within 10 days following a written request therefore, Lessee, by acceptance of this Lease Agreement, agrees to pay as partial liquidated damages to Lessor, the sum of One Hundred Dollars (\$100.00) for each day that Lessee fails to provide such evidence of insurability, together with interest on the cumulative amount at the highest rate allowed by law from the date due until paid, plus all costs of collection, including reasonable and actual attorneys' fees and all such sums shall be payable out of Lessee's share of Aggregate sales hereunder.

Lessee shall at all times maintain the insurance required herein in effect until such time as Lessee and Lessor have mutually agreed in writing that the Leased Premises has been reclaimed in accordance with the terms of the Lease Agreement, as amended, and Lessee ceases to have a presence on the Leased Premises. Notwithstanding anything else herein to the contrary, Lessee's failure to maintain the insurance will result in Lessee being in default pursuant to Paragraph 14. **Default.** of the Lease Agreement; and notwithstanding Lessee's right to cure the default, Lessee agrees to pay as partial liquidated damages to **DANIEL LAND COMPANY, LLC**, the sum of One

Hundred Dollars (\$100.00) for each day that Lessee does not maintain the insurance, together with interest on the cumulative amount at the highest rate allowed by law from the date due until paid plus all costs of collection, including reasonable and actual attorneys' fees and all such sums shall be payable out of Lessee's share of Aggregate sales hereunder.

Paragraph 13. Taxes, is deleted in its entirety and replaced with the following:

13. **Taxes**. Except as otherwise provided for herein, Lessor shall be responsible for all taxes and assessments levied on the Leased Premises; provided, however, that Lessee shall be responsible for (i) all taxes or assessments that may be made against Lessee's machinery, equipment and other personal property or structures used or placed on the Leased Premises; (ii) all taxes on any improvements to the Leased Premises, whether such improvements be deemed real or personal property; (iii) all taxes levied directly or indirectly on the minerals extracted from the Leased Premises; (iv) all taxes which may become due as a result of a change of use associated with Lessee's operations (e.g. "rollback taxes") from and after the Effective Date, provided that Lessee is afforded prompt notice of any such rollback and given the opportunity to file a tax protest to same, to which Lessor shall use its best efforts to cooperate in any such tax protest, including filing same on Lessee's behalf should Lessee provide such tax protest to Lessor within any applicable time limitations. In addition, in the event, after the Effective Date, the property taxes assessed on the Leased Premises increase due to improvements and/or alterations made to the Leased Premises by Lessee or a change of use associated with the Lessee's operations, Lessee shall pay **DANIEL LAND COMPANY, LLC** an amount equal to the incremental increase in property taxes attributable to the Lessee's improvements and/or alterations made to the Leased Premises; by way of illustration, and not to be considered a limitation, if Lessor was paying \$100 in property taxes during such time as an agricultural exemption(s) was in effect, and following a rollback caused by Lessee's operations Lessor is now paying

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\$150 in property taxes, then Lessee shall pay \$50 to **Daniel Land Company, LLC**. Lessee shall be relieved of its obligations to pay **DANIEL LAND COMPANY, LLC**, such payments associated with the incremental increase in property taxes on an area-by-area basis (as such areas are shown on Exhibit D-1) upon Lessee completing the reclamation for any such area required by the Reclamation Plan and turning such area back over to Lessor for Lessor's exclusive use and such area to no longer to be burdened by Lessee's rights as provided for in Paragraph 2; by way of illustration, and not to be considered a limitation, if Lessee completes the reclamation associated with Areas 1 and 2 (*it being understood that plant and processing equipment will be located in Area 1 during the mining of Area 2*) and has turned such areas back over to Lessor for Lessor's exclusive use and no longer to be burdened by Lessee's rights as provided for in Paragraph 2, Lessee shall be relieved of its obligations with respect to any incremental increase in property taxes with respect to such Areas 1 and 2. During such time period(s) that Lessee shall be responsible for the incremental increase in property taxes provided for herein, Lessor agrees to use its best efforts and cooperate with Lessee in filing any such tax protest that Lessee may wish to make, including filing same on Lessee's behalf should Lessee provide such tax protest to Lessor within any applicable time limitations.

Paragraph 20. Reclamation. is deleted in its entirety and replaced with the following:

20. **Reclamation.** Notwithstanding anything else herein to the contrary, upon the termination or expiration of this Lease Agreement and any renewals thereof, Lessee shall reclaim the Leased Premises pursuant to the Reclamation Plan, attached hereto as Exhibit C and made a part hereof. Lessee shall also reclaim the Leased Premises pursuant to the applicable Mine Plan and regulations applicable to it, if any. Lessee shall not be required by virtue of this Agreement to comply with any regulations which may be hereafter adopted, unless such regulations are made specifically applicable to Lessee's Mine Plan by the federal, state or local agency having jurisdiction thereof.

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Notwithstanding anything else herein to the contrary, Lessee's obligation to perform reclamation work pursuant to this Section 20 (Reclamation) and in accordance with the Reclamation Plan attached hereto shall survive termination of this Lease Agreement. Due to the long-term nature of this Lease Agreement and the mining and reclamation to be performed pursuant hereto, until the reclamation required by the Reclamation Plan is completed, Lessee shall carry either a (i) performance bond or (ii) irrevocable letter of credit (the foregoing hereinafter being referred to as "Financial Security"), both of which shall be in an amount not less than Two Hundred Fifty Thousand US dollars (\$250,000.00). The form of Financial Security provided by Lessee shall name **DANIEL LAND COMPANY, LLC** as the obligee (in the case of a performance bond) or beneficiary (in the case of an irrevocable letter of credit), whichever is applicable. Subject to any applicable notice and cure period set forth in Paragraph 14 of the Lease Agreement, **DANIEL LAND COMPANY, LLC** shall be authorized to collect the Financial Security upon demonstrating that Lessee has not fulfilled its obligation to reclaim the Leased Premises in accordance with the provisions of the Lease Agreement, as amended. Lessee shall provide Lessor with proof of Financial Security no less than annually, beginning with the first anniversary of the Lease Agreement. If not provided within 10 days following a written request therefore, Lessee, by acceptance of this Lease Agreement, agrees to pay as partial liquidated damages to Lessor, the sum of One Hundred Dollars (\$100.00) for each day that Lessee fails to provide such Financial Security, together with interest on the cumulative amount at the highest rate allowed by law from the date due until paid, plus all costs of collection, including reasonable and actual attorneys' fees and all such sums shall be payable out of Lessee's share of Aggregate sales hereunder. Lessee's choice of surety companies shall be limited to only those acceptable on Federal and/or State of Texas bonds.

Lessee shall at all times maintain the Financial Security in effect until such time as Lessee and Lessor have mutually agreed in writing that the Leased Premises has been reclaimed in accordance with the terms of the Lease Agreement, as amended. Notwithstanding anything else

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herein to the contrary, Lessee's failure to maintain the Financial Security will result in Lessee being in default pursuant to Paragraph 14. **Default.** of the Lease Agreement; and notwithstanding Lessee's right to cure the default, Lessee agrees to pay as partial liquidated damages to **DANIEL LAND COMPANY, LLC**, the sum of One Hundred Dollars (\$100.00) for each day that Lessee does not maintain the Financial Security, together with interest on the cumulative amount at the highest rate allowed by law from the date due until paid plus all costs of collection, including reasonable and actual attorneys' fees and all such sums shall be payable out of Lessee's share of Aggregate sales hereunder.

Paragraph 23. Successors and Assigns. is deleted in its entirety and replaced with the following:

23. **Successors and Assigns.** This Lease Agreement shall be binding upon all of Lessor's successors, assigns, heirs, executors, and administrators, and shall survive Lessor's death or incompetency, and shall survive any transfer of title by Lessor. Lessee's rights hereunder may not be assigned in whole or in part without the prior written consent of Lessor, which may not be unreasonably withheld. Any assignment by Lessee not made in accordance with this paragraph shall be null and void ab initio and of no effect, and any interest attempted to be assigned shall automatically be reassigned to the assignor in any such assignment. Notwithstanding anything herein to the contrary, Lessee shall have the right, without Lessor's consent, to assign the Lease or sublet the Leased Premises: (i) to a parent, subsidiary, and/or affiliate of Lessee; or (ii) a successor in connection with a merger, consolidation, reorganization, restructuring or direct or indirect sale of Lessee or of all or substantially all of the assets of Lessee.

Paragraph 30. Confidentiality. is added to the Lease Agreement as follows:

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30. **Confidentiality**. No party shall disclose the terms and conditions of this Lease Agreement without the prior written consent of the other party other than such disclosures made to (a) the employees, lenders, agents, servants, counsel, contractors or accountants of the receiving party, its affiliates, its members or its member's Affiliates who need to know in order to implements and administer this Lease Agreement, and who also agree in writing to maintain the confidentiality of this Lease Agreement; (b) as required to comply with applicable laws, rules, and regulations or court orders; or (c) as required to enforce a party's rights under this Lease Agreement. Notwithstanding any other provision in this Lease Agreement to the contrary, (i) either party (including its members) may disclose all terms and conditions of this Lease Agreement to any third party where such third party is a potential bona fide purchaser or user of all or a portion of a party's (or its respective members') assets affects by this Lease Agreement; provided that such party shall execute a confidentiality agreement with such third party, containing terms no less stringent than those provided herein.

The parties agree that this *Second Amendment* is not to be recorded in the public records of any county, including where the Leased Premises are situated; if Lessee prefers to have a recordable instrument, the parties will execute a recordable *Memorandum of Second Amendment* agreeable to both parties which shall give public notice of this *Second Amendment*. Recording of the *Memorandum of Second Amendment* shall be at Lessee's expense.

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Lease Agreement.

Insofar and only insofar as it relates to the subject matter amended by this *Second Amendment*, this *Second Amendment* shall supersede and replace any prior amendments related to or effecting the *Lease Agreement*. Except as amended hereby, all other terms, conditions, consideration and provisions of the *Lease Agreement*, as amended, shall remain unchanged and in full force and effect. In the event a conflict exists between the *Lease Agreement*, as amended, and this *Second Amendment*, this *Second Amendment* shall control and prevail.

This *Second Amendment* is entered into by and between Lessor and Lessee as of their respective signatures below, but this *Second Amendment* shall be effective for all purposes as of Effective Date.

This *Second Amendment* constitutes the entire agreement and understanding between the parties hereto relating to the subject matter hereof, and all prior agreements, proposals, negotiations, understandings and correspondence between the parties in this regard, whether written or oral, are hereby superseded and merged herewith.

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This *Second Amendment* may be executed in any number of counterparts with the same effect as if all parties hereto executed the same instrument, each of which shall be deemed to be an original, and all of such counterparts shall constitute one instrument. No party shall be bound until such time as all of the parties hereto have executed counterparts of this *Second Amendment*. To facilitate execution of this *Second Amendment*, the parties hereto may execute and exchange by electronic mail PDF, counterparts of the signature pages. Signature pages may be detached from the counterparts and attached to a single copy of this *Second Amendment* to physically form one document.

LESSEE:

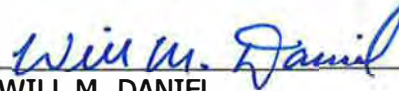
RIVER AGGREGATES, LLC



ROB VAN TIL, Managing Partner

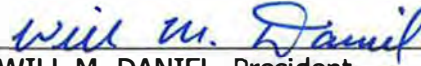
LESSOR:

WILL M. DANIEL



WILL M. DANIEL

DANIEL LAND COMPANY, LLC



WILL M. DANIEL, President

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Exhibit B

*Attached to and made a part of that certain SECOND AMENDMENT
TO MINERAL AGREEMENT AND LEASE dated effective September 18, 2017*

Form of Waiver and Release of Liability

Name: _____ Birth Date: ____/____/____ Age: ____ Sex: ____
Address: _____ City: _____ State: ____ Zip: ____
Home or Mobile Phone: (____) _____

Name of Parent or Legal Guardian (if a minor) or Name of Person to be contacted in case of Emergency:

Address: _____
City: _____ State: _____ Zip Code: _____
Home Phone: (____) _____ Mobile Phone: (____) _____

PER TEXAS CIVIL PRACTICE AND REMEDIES CODE CHAPTER 75A: I UNDERSTAND AND ACKNOWLEDGE THAT AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES. I UNDERSTAND THAT I HAVE ACCEPTED ALL RISK OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM AGRITOURISM ACTIVITIES.

1. I understand that I have been granted the limited permission to enter upon those certain tracts of land described on Exhibit "A", commonly known as "Hillside Ranch", located in Liberty County, Texas, and further described on Exhibit "A," attached hereto and incorporated herein for any and all purposes (hereinafter referred to as the "PROPERTY"), which said PROPERTY is owned by ***Daniel Land Company, LLC*** (hereinafter collectively referred as the "OWNER"), for the purpose of participating in any and all agritourism activities and/or outdoor activities including, but not limited to hunting, hiking, operating or being a passenger on an all-terrain vehicle ("ATV"), shooting, or any other outdoor recreational activity or any and all similar or associated activities incidental to an outdoor recreational activity or any activity contemplated pursuant to this Paragraph 1 (collectively the "ACTIVITY").
 - a. Notwithstanding anything else herein to the contrary, for purposes of this Agreement, "OWNER" shall include, but not be limited to, ***Daniel Land Company, LLC***, its owner(s) (including, but not limited to, ***Will Martin Daniel***), agents, employees, guests, and invitees, lessees (including, but not limited to, ***River Aggregates, LLC***), and representatives, including the agents, contractors and subcontractors, employees, insurers and representatives of each of the foregoing, including the successor, heirs, and assigns of all of the foregoing.
2. I am aware that the ACTIVITY constitutes a calculated risk to the participants therein, and that such ACTIVITY involves inherent risks and dangers, including the possibility of SERIOUS BODILY INJURY OR DEATH.
3. I understand the potentially dangerous nature of such ACTIVITY; and I understand that participation in the ACTIVITY always involves a risk of bodily injury to myself and other participants or bystanders, as well as the risk of damaging the property of others (including property of the OWNER). I voluntarily and freely choose to incur such risk(s) and the dangers involved therein and/or resulting therefrom.
4. In consideration of being granted permission to participate in the ACTIVITY on the PROPERTY, I hereby release the OWNER from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of any damages, both in law and in equity, in any way arising from, but not limited to personal injuries, conscious suffering, death, or property damage sustained by me or any other person(s) arising out of my participation in the ACTIVITY or presence on the PROPERTY, and I expressly waive all claims that I may have against the OWNER or their heirs,

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successors or assigns for each and all of the foregoing. The foregoing RELEASE by me from liability includes any losses, damages, or injuries (including death) resulting from the negligence of the OWNER, and from any negligent cause or causes controlled by them.

5. I understand that the PROPERTY consists of developed and undeveloped and untamed land, and I access the PROPERTY on an "AS IS" condition and further, I understand that some of the ACTIVITY contemplated herein is deemed a dangerous activity and that there may be hidden hazards, including but not limited to, dangers such as holes, fence wire, snakes, alligators, wells, swamps, brush, ponds, harmful plants, poisonous animals, insects, bats, other wild animals, unauthorized careless persons on the land, other hunters, and/or other risks that may be dangerous, injure me or cause death and that I assume all these risks as my own responsibility, without recourse against the OWNER, or their heirs, successors, or assigns. I acknowledge and agree that although OWNER may have a greater knowledge of the PROPERTY than myself, that it is impracticable and impossible for OWNER to list and/or to physically show me each and every possible hazard on the property, and I enter onto the PROPERTY despite the hazards at my own risk and without any liability of OWNER. Furthermore, I promise to exercise the highest standard of care in being watchful and alert for potential dangers to myself, to other persons, and to the property of others (including the OWNERS), so that no injuries or losses shall occur. I agree that I will not institute any suit or action at law, in equity, or otherwise against the OWNER or their heirs, successors, or assigns, and that I will not initiate or assist in the prosecution of any claims for damages by reason of injury to my person or to my property arising from negligence or the negligent activities of the OWNER contemplated by this RELEASE AND WAIVER OF LIABILITY (hereinafter referred to as the "Agreement").
6. I also agree for myself, my heirs, personal representative and assigns, to indemnify and hold harmless the OWNER and their heirs successors and assigns, from any and all losses, claims, demands, actions, or proceedings of any kind which may be initiated by me or by any other person or organization on my behalf or on behalf of others relying upon my right or entitlement; and as part of this indemnity and hold harmless, I include reimbursement of all legal costs and reasonable attorneys' fees incurred by the OWNER, arising directly or indirectly from my acts or omissions while engaged in the ACTIVITY contemplated by this Agreement. In addition, I agree to be fully responsible, and shall reimburse OWNER, for any damage to any real or personal property or livestock on the PROPERTY occurring as a result of my acts or omissions while engaged in the ACTIVITY contemplated by this Agreement.
7. I agree and acknowledge that the terms and conditions of the above provisions, including my ASSUMPTION OF RISK, my RELEASE FROM LIABILITY, my COVENANT NOT TO SUE, and my INDEMNITY AND HOLD HARMLESS, shall continue in full force and effect at all times, and from time to time during which I am engaged in the ACTIVITY contemplated by this Agreement on the PROPERTY, and this Agreement shall be binding on my heirs, personal representatives, and the assigns of me or my estate.

I HAVE READ AND DO UNDERSTAND EACH PROVISION OF THE FOREGOING this ____ day of _____,
20____.

Printed Name: _____ Signature: _____

IF THE ABOVE SIGNED INDIVIDUAL IS A MINOR, THE CONSENT OF THE PARENT OR LEGAL GUARDIAN IS REQUIRED

I HAVE READ AND DO UNDERSTAND EACH PROVISION OF THE FOREGOING this ____ day of _____,
20____.

Printed Name: _____ Signature: _____

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EXHIBIT A

*Attached to and made a part of that certain
Form of Waiver and Release of Liability*

Hillside Ranch

Those certain tract(s) of land owned by ***Daniel Land Company, LLC***, located within the Aaron Cherry Survey, A-10, and the A M De La Jarza Survey, A-63, commonly known as “Hillside Ranch”, in Liberty County, Texas.

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Exhibit C

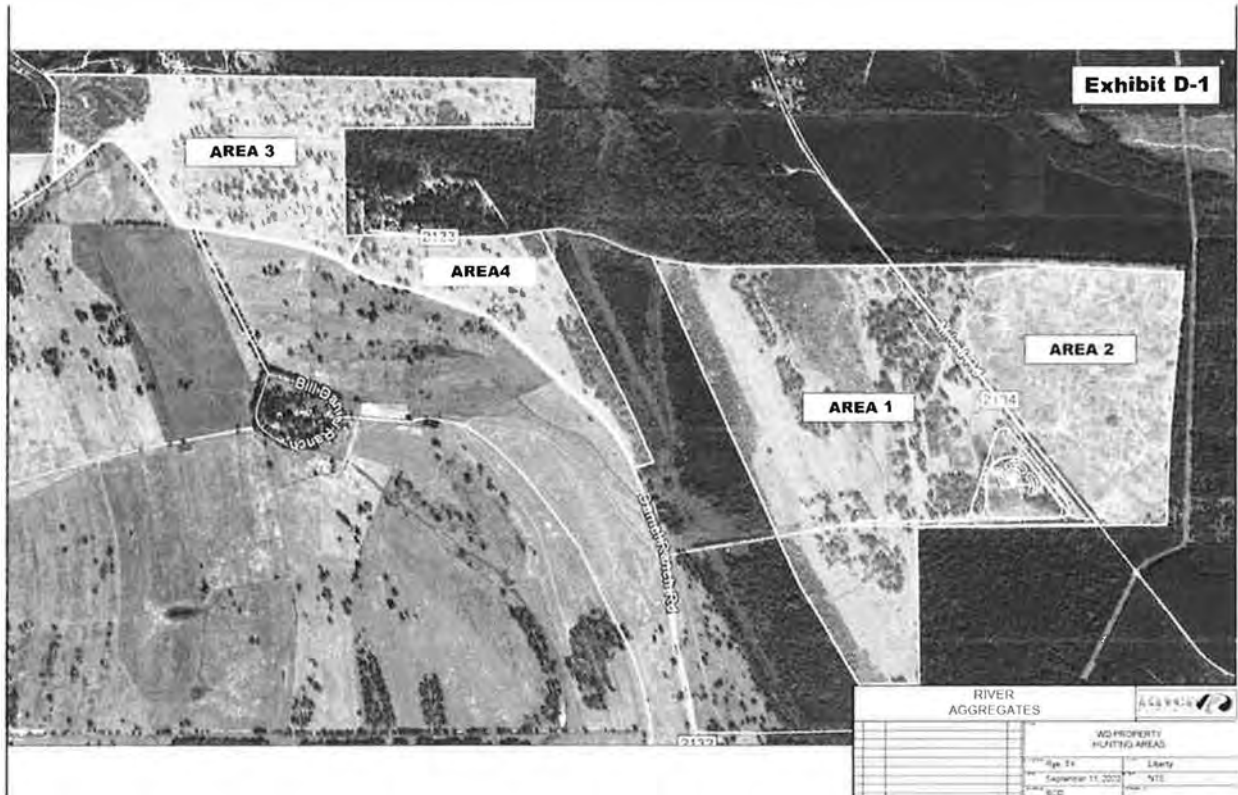
*Attached to and made a part of that certain SECOND AMENDMENT
TO MINERAL AGREEMENT AND LEASE dated effective September 18, 2017*

Reclamation Plan is attached to the Lease Agreement as Exhibit C

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Exhibit D-1

*Attached to and made a part of that certain SECOND AMENDMENT
TO MINERAL AGREEMENT AND LEASE dated effective September 18, 2017*



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THIRD AMENDMENT TO MINERAL AGREEMENT AND LEASE

THIS **THIRD AMENDMENT TO MINERAL AGREEMENT AND LEASE** (this "**Third Amendment**") is entered into by and between **Daniel Land Company, LLC**, a Texas limited liability company, and **Will M. Daniel** (collectively referred to herein as "**Lessor**"), and **River Aggregates, LLC**, a Delaware limited liability company ("**Lessee**"), as of the date(s) of the respective signatures below, but shall be effective as of January 1, 2024 ("**Effective Date**").

RECITALS:

WHEREAS, **WILL M. DANIEL**, as Optionor, and **RIVER AGGREGATES, LLC**, as Optionee, entered into that certain Option Agreement dated April 29, 2016 ("**Option Agreement**"), whereby Optionor provided Optionee with the exclusive right to exercise an option to lease Lessor's property in Romayor, Texas; and

WHEREAS, Optionee exercised its option to lease some of Optionor's property, and in furtherance thereof **WILL M. DANIEL**, as Lessor, and **RIVER AGGREGATES, LLC**, as Lessee, entered into that certain **MINERAL AGREEMENT AND LEASE** ("**Lease Agreement**") as of the Effective Date, the form of which was previously agreed to and accepted and included as an exhibit to the *Option Agreement*; and

WHEREAS, **WILL M. DANIEL** conveyed the SURFACE ONLY of the Leased Premises to **DANIEL LAND COMPANY, LLC**, by that certain *Warranty Deed* executed June 28, 2017, recorded as Instrument No. 2017012877 in the Official Public Records of Liberty County, Texas; and as such **DANIEL LAND COMPANY, LLC** is the current owner of the SURFACE ONLY of the Leased Premises, and **WILL M. DANIEL** retains the ownership of the Leased Premises as to any executory rights associated with the Aggregate (as that term is defined in Section 2.A. of the Lease) located thereunder; and based on the nature of the Lease Agreement, **DANIEL LAND COMPANY, LLC** and **WILL M. DANIEL** are hereinafter considered for all purposes and are collectively referred to as "**Lessor**";

WHEREAS, Lessor and Lessee amended the *Lease Agreement* by that certain Amendment to Mineral Agreement and Lease, entered into November 16, 2017, but effective as of May 11, 2017 ("**First Amendment**"); and

WHEREAS, Lessor and Lessee amended the *Lease Agreement* by that certain Second Amendment to Mineral Agreement and Lease, with an effective date as of September 18, 2020 ("**Second Amendment**"); and

WHEREAS, the parties desire to further amend the Lease as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual benefits accruing to the parties hereto, the *Lease Agreement* is amended as follows:

Paragraph 4. Rights of Lessee. is amended by replacing all "**the fifteenth (15th) day of the month**" with "**the twentieth (20th) day of the month**".

Paragraph 4.B. Monthly Payments. is amended by replacing all reference(s) to "**nine percent (9%)**" with "**ten percent (10%)**".

Paragraph 6(f). Condemnation of Leased Premises. is amended by replacing all reference(s) to "**nine percent (9%)**" with "**ten percent (10%)**".

The Mining Plan (Exhibit C-1, map 501) is amended to include approximately eleven (11) additional acres that are currently outside of the Mine Plan; such acreage being the dark blue-shaded acreage labeled as "Outside Mine Plan" and depicted on Exhibit "A", attached hereto. The parties agree that execution of this Third Amendment shall satisfy the "express, written consent by Lessor and Lessee" to expand the Mining Plan and that no further action is necessary to do so insofar as it relates to the *Lease Agreement* [e.g. the parties will forego completing a "Change of Plan" form attached to the *Lease Agreement's* Exhibit C-2, map 501 (Reclamation Plan)].

The Reclamation Plan (Exhibit C-2, map 502) is amended to include approximately eleven (11) additional acres that are currently outside of the Reclamation Plan; such acreage being the dark blue-shaded acreage labeled as "Outside Mine Plan" and depicted on Exhibit "A", attached hereto. The parties agree that such area shall be included in the "Mined Lake" or "Reclaimed Area", whichever Lessee decides, as depicted on ***Exhibit C-2, map 502***, and that no further action is necessary to do so insofar as it relates to the *Lease Agreement* [e.g. the parties will forego completing a "Change of Plan" form attached to the *Lease Agreement's* Exhibit C-2, map 501 (Reclamation Plan)].

The parties agree that this *Third Amendment* is not to be recorded in the public records of any county, including where the Leased Premises are situated; if Lessee prefers to have a recordable instrument, the parties will execute a recordable *Memorandum of Third Amendment* agreeable to both parties which shall give public notice of this *Third Amendment*. Recording of the *Memorandum of Third Amendment* shall be at Lessee's expense.

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Lease Agreement.

Insofar and only insofar as it relates to the subject matter amended by this *Third Amendment*, this *Third Amendment* shall supersede and replace any prior amendments related to or effecting the *Lease Agreement*. Except as amended hereby, all other terms, conditions, consideration and provisions of the *Lease Agreement*, as amended, shall remain unchanged and in full force and effect. In the event a conflict exists between the *Lease Agreement*, as amended, and this *Third Amendment*, this *Third Amendment* shall control and prevail.

This *Third Amendment* is entered into by and between Lessor and Lessee as of their respective signatures below, but this *Third Amendment* shall be effective for all purposes as of Effective Date.

This *Third Amendment* constitutes the entire agreement and understanding between the parties hereto relating to the subject matter hereof, and all prior agreements, proposals, negotiations, understandings and correspondence between the parties in this regard, whether written or oral, are hereby superseded and merged herewith.

This *Third Amendment* may be executed in any number of counterparts with the same effect as if all parties hereto executed the same instrument, each of which shall be deemed to be an original, and all of such counterparts shall constitute one instrument. No party shall be bound until such time as all of the parties hereto have executed counterparts of this *Third Amendment*. To facilitate execution of this *Third Amendment*, the parties hereto may execute and exchange by electronic mail PDF, counterparts of the signature pages. Signature pages may be detached from the counterparts and attached to a single copy of this *Third Amendment* to physically form one document.

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LESSEE:

RIVER AGGREGATES, LLC



Matthew Hallmark, GM

Date: 1-10-2024

LESSOR:

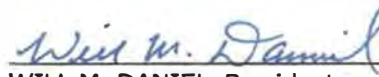
WILL M. DANIEL



WILL M. DANIEL

Date: January 8th, 2024

DANIEL LAND COMPANY, LLC

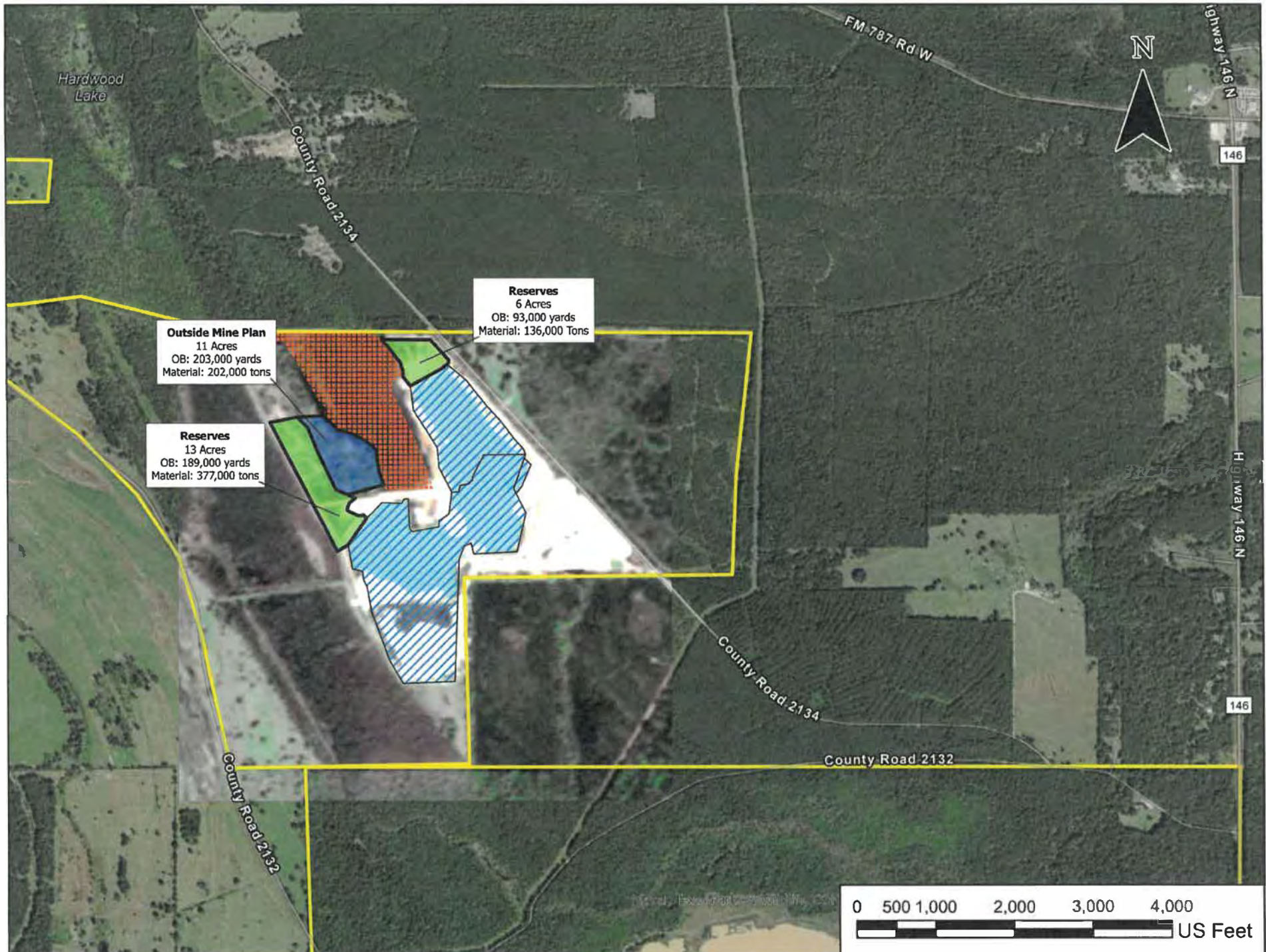


WILL M. DANIEL, President

Date: January 8th, 2024

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Exhibit A



Reserves and Drilling Current as of: 03/08/2023

Assumes 1.35 tons/yard, 15% mining and processing loss, Stripping Ratio of 3:1 or Better