

PERMIT TO INSTALL A TEMPORARY 3" DISCHARGE PIPE IN COUNTY OWNED PROPERTY DOWNSTREAM OF THE TEXAS CITY PUMP STATION

To Applicant:

Burns & McDonnell

1700 West Loop South, Suite 1500

Houston, TX 77027

PERMIT NUMBER: <u>TCSW-25-382</u>

Dear Applicant:

You are hereby granted authority to a temporary 3" discharge pipe in County owned property downstream of the Texas City Pump Station.

Your authority is granted under the following terms, limitations and conditions.

- Your use of the Permitted Premises is limited to the construction activity, limits and conditions as shown in the attachments and within this permit. Areas affected by your activities shall be restored to existing or better conditions. Any other use of the Permitted Premises shall automatically revoke this Permit.
- 2. Installation and operation of the discharge pipe is temporary, beginning in August 2025 and ending in January 2027.
- 3. Should the County determine that any activities from the installation or operation of the temporary 3" discharge pipe cause damage to County owned property the Permittee shall immediately cease operation and repair damages.
- 4. The County mows the area approximately 4 times a year. The Permittee shall make provisions for these mowing activities.
- 5. The County does not guarantee or warrant in any capacity that it owns the Permitted Premises or the adjacent levee in fee simple absolute. This permit is effective only insofar as the rights of the County in the Permitted Premises are concerned. You must obtain such permission or authorization as may be necessary on account of any other existing rights by separate negotiations.
- 6. The County does not warrant in any manner that any portion of the property is suitable for the permitted purposes.

- 7. This Permit is being given exclusively to you. It is your responsibility to notify any of your employees, representatives, associates, contractors or sub-contractors of the terms and conditions of this permit. It is also your responsibility to ensure that any such person or entities acting on your behalf also abide by the conditions of this permit. You will be responsible for any damage caused by any of your employees, representatives, associates, contractors or sub-contractors.
- 8. Any matters relating to this permit shall be addressed to Michael Shannon, Galveston County Engineer at 722 Moody, Galveston, TX 77550, 409.770.5399, michael.shannon@co.galveston.tx.us.
- The County may permit parties other than you to have use of the Permitted Premises during the permitted period. We will attempt to provide you with the names of such other permitted parties.
- 10. You are fully responsible for all matters pertaining to traffic regulation, safety and control on all areas of the Permitted Premises attributed to your operations.
- 11. Your operations will be performed without cost or expense to the County.
- 12. You agree to be responsible for all damages caused by your vehicles, equipment or operations or by vehicle, equipment or operations of others acting on your behalf.
- 13. You will settle, to the County's satisfaction, all claims, damages, demands and causes of action related to the Permitted Premises and adjacent property resulting from your operations or the operations of others acting on your behalf in an expedient manner.
- 14. You will execute and have your surety execute the attached bond in the amount of \$100,000.00 with the issuance date being the effective date of the permit. The surety bond shall remain in effect for one year, unless the County releases it sooner.
- 15. The County or its consultant will make all inspections and submit all claims for damages to you within a timely manner. If no damages are determined to have occurred by the County, your bond will be released.
- 16. Any use of the Permitted Premises, other than for the temporary 3" discharge pipe requires a new permit and surety bond. The amount of the bond required will be renegotiated.
- 17. You shall furnish upon Issuance date to the County a copy of your current Certificate of Liability Insurance coverage, insuring against damages, and damages to the person or property of third parties that are caused by vehicles, equipment or your operations; such third party general liability being with bodily injury limits not less than \$250,000 per person, and \$500,000 per accident, and property damage limits of not less than

\$100,000 per accident. Galveston County must be named additional insured on the policy.

- 18.YOU AGREE TO PROTECT, INDEMNIFY, DEFEND AND HOLD THE COUNTY OF GALVESTON HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF DAMAGE TO PERSONS OR PROPERTY OCCURRING OR IN ANY WAY ARISING OUT OF OPERATIONS UNDER THIS PERMIT.
- 19. You agree to these conditions by signing below.

| Dated this <u>18th</u> | day of | August , 2025. |
|------------------------|--------|---------------------------------------------------------|
| | | COUNTY OF GALVESTON, |
| | | By: Mark Henry, County Judge |
| | | ATTEST: |
| | | By: Dwight D. Sullivan, County Clerk |
| | | By: Mal8tCLE Deputy Melissa A. Childs |
| | | Burns & McDonnell |
| | | By: James Putier 8/5/2025 James Pettier James Pettier |

Project Manager

MPLX Project Alliance

Concrete Batch Plant Wastewater Discharge

Introduction

MPLX (Marathon Petroleum Company's (MPC) midstream affiliate) is developing a natural gas liquid (NGL) fractionation and storage facility (hereafter the "Project") in Galveston County. Key project facilities will be located at 3901 Loop 197 South, Texas City, Texas 77590. MPLX is leasing the land on which the facilities will be located from Blanchard Refining Company (BRC), a subsidiary of MPC. MPLX has contracted Burns & McDonnell Engineering Company, Inc. (Burns & McDonnell) for the Project's engineering, design, and procurement. Burns & McDonnell has subcontracted with Amrize South Central Inc. (Amrize) to supply concrete, which will be used for piling and other foundational components of the Project. Amrize will be operating two temporary concrete batch plants for approximately 18 months beginning in August 2025 for the Project's construction.

Request

Burns & McDonnell and Amrize are requesting authorization to temporarily place approximately 40-50 feet of 3-inch-diameter line from the northwest corner of the property owned by BRC (PID 298477), across the Galveston County Levee right-of-way property (PID 190626) to the canal southeast of the South Texas City Pump Station.

The line will discharge wastewater and stormwater generated from the operation of the two temporary concrete batching plants. For concrete production facilities, TCEQ authorizes the discharge of wastewater and contact stormwater into or adjacent to water in the state under TPDES General Permit No. TXG110000. Though discharge is not yet occurring, Amrize obtained authorization under this general permit on July 20, 2025. TCEQ issued site-specific authorization No. TXG113920. Amrize has developed a compliance plan to meet the effluent limitations, monitoring requirements and other conditions required by the permit.

The concrete batch plant operations will occupy approximately three acres of the construction project area. The wastewater will be batch-discharged and is anticipated to generate 5,000 (avg) to 15,000 (max) gallons per day, depending on construction activities. The wastewater from the concrete batch operations and stormwater runoff from the three-acre area will gravity flow to an on-site wastewater treatment weir system. The treated wastewater will be pumped via the discharge line approximately 4,750 feet in a southwest-to-northeast direction along the existing on-site road located on the northwest property boundary from the concrete batch plants' wastewater treatment weir system to the northeastern property line near the canal. The discharge line will cross approximately 40-

50 feet of county property to discharge directly to the canal downstream of the South Texas City Levee Pump Station. Best management practices (BMPs) will be implemented along the discharge line and at the point of discharge to protect the Galveston County ROW.

Planned BMPs for the concrete batch plant discharge line:

- Canal bank at the point of discharge: A temporary high-strength erosion control blanket will be installed under the outfall and extended 5 feet on each side on all exposed areas above the water level.
- Line integrity: Supports will be used along the temporary discharge line, as needed, to cross uneven ground/ditches/swales.
- Discharge line configuration: The max pump rate at the weir system is 660 gpm; however, considering the size and length of the discharge line, the end-of-pipe flow rate at the point of discharge is calculated to be around 70 gpm or three (3) fps.

This request is for the portion of the discharge line that will cross the Galveston County ROW property to reach the discharge point on the canal. The canal flows into the Texas City Ship Channel (Segment No. 2437) before entering Lower Galveston Bay (Segment No. 2439/2439OW).

The wastewater discharge area will be inspected weekly for potential erosion and sediment conditions. If erosion is occurring due to wastewater discharge from the concrete batch plants, corrective actions will be implemented within seven working days.

The inspections will be documented, and the records retained on-site during active permit coverage under TXG113920.

The inspection records will include:

- · The date, time, and weather conditions
- The name(s) of the inspector(s)
- Observations of the discharge area and any discharges occurring at the time of the inspection (notes and/or photographs)

