EPA Classification	New	Major Amend. (with or without renewal)	Renewal (with or without changes)	Minor Amend. / Minor Mod. (without renewal)
Major facility	N/A [1]	☒ $2,050	☐ $2,015	☐ $450

For TCEQ Use Only
Segment Number 0404 County Titus
Expiration Date 11/19/2023 Region 05-Tyler
Permit Number WQ0003017000

h. Payment Information

Mailed

Check or money order No.: 4235943 ($2,015 check); $35 check no. will be provided to TCEQ at a later date Check or money order amt.: $2,015 and $35

Named printed on check or money order: Texas Commission on Environmental Quality - Financial Administration Division

Epay

Voucher number: NA Copy of voucher attachment: NA

Item 2. Applicant Information (Instructions, Pages 26)

a. Customer Number, if applicant is an existing customer: CN601276660

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: Pilgrim's Pride Corporation

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: Raphael Boyd

Title: Complex Manager Credential: Click to enter text.

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

☒ Yes ☐ No

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

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: City of Mount Pleasant

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.

[1] All facilities are designated as minors until formally classified as a major by EPA.

[2] https://www15.tceq.texas.gov/crpub/index.cfm?fuseaction=cust.CustSearch

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): Pilgrim's Pride Northeast Texas Complex WWTP (also known as the Pilgrim's Pride Southwest Wastewater Treatment 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): Click to enter text.

or Organization Name: City of Mount Pleasant

Mailing Address: 501 N. Madison

City: Mt. Pleasant State: Texas Zip Code: 75455

Phone No: (903) 575-4000 Fax No: Click to enter text. Email: mayor@mpcity.org

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

f. Owner of land where treatment facility is or will be: Click to enter text.

☐ Mr. ☐ Ms. Full Name (First and Last): Click to enter text.

or Organization Name: City of Mt. Pleasant Texas

Mailing Address: 501 N. Madison

City: Mount Pleasant State: Texas Zip Code: 75455

Phone No: (903) 575-4000 Fax No: Click to enter text. Email: mayor@mpcity.org

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: Attachment A – Long Term Lease Agreement

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.

RECEIVED
MAY 01 2023
Water Quality Applications Team

ATTACHMENT A
LONG TERM
LEASE
AGREEMENT

Attachment A – Long Term Lease Agreement

CITY OF MT. PLEASANT, TEXAS
SOUTHWEST SEWER PLANT
OPERATING AND PERMITTING AGREEMENT

THE STATE OF TEXAS

COUNTY OF TITUS

This Agreement made by and between **PILGRIM'S PRIDE CORPORATION,**, a corporation organized under the laws of the State of Texas (herein called "**PILGRIM**") and the **CITY OF MT. PLEASANT, TEXAS**, a municipal corporation (herein called "**CITY**")

W I T N E S S E T H :

WHEREAS, the **CITY** is the owner of a sewer treatment plant located on State Highway 127, Southwest of the City of Mt. Pleasant, in Titus County, Texas, known as the Southwest Sewer Plant, which is presently being operated by PILGRIM, under an operating agreement dated September 30, 1982; and

WHEREAS, the plant is presently being operated under a permit issued by the Texas Water Commission. No. 10575-03, and NPDES permit No. TX0062936, which are currently held by the City of Mt. Pleasant, Texas; and

WHEREAS, both parties are desirous of **PILGRIM'S** continued operation of the plant and of transferring the permit for its

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Water Quality Applications Team

operation from the various regulatory agencies to PILGRIM as soon as approval is received from the various regulatory agencies involved

The terms, conditions, and provisions of this operating and permitting agreement are:

1. Exclusive Right to Operate.

The CITY grants to PILGRIM the exclusive right to operate said sewer plant for the terms shown in Paragraph 10 of this agreement.

2. Maintenance and Personnel.

PILGRIM shall pay all expenses of maintaining, repairing, and operating said sewer plant and all connecting lines (except for residential lines), during the term of this agreement. PILGRIM expressly agrees to provide adequate and trained personnel to operate this type of facility and among whom shall be a certified operator who is licensed by the appropriate regulatory agency of the State of Texas, and any other governmental agency having jurisdiction over the operation of a sewer plant. The personnel provided by PILGRIM shall be employees of PILGRIM, and in no manner shall they be considered as employees of CITY. PILGRIM shall be responsible for maintaining liability insurance coverage and occupational injury coverage that PILGRIM normally provides for its employees.

3. Capital Improvements.

Any item of repair, addition, or capital improvement to said sewer plant shall be paid by PILGRIM. Expenditures for capital improvements exceeding ONE HUNDRED THOUSAND AND NO/100 ($100,000) DOLLARS shall be presented to the CITY for its approval, along with the approval of PILGRIM. The approval of the CITY shall not be unreasonably withheld and any approval shall be granted as soon as possible. A decision on the approval or disapproval by the CITY shall be made within thirty (30) calendar days from the receipt of such request from PILGRIM, and shall be communicated to PILGRIM. For any modification or addition of a major component of the plant on a specific project where expenditures shall not exceed $100,000.00, PILGRIM shall provide all plans and specifications to the CITY, but shall not require CITY approval prior to making such modifications or alterations. PILGRIM shall

comply with all applicable regulations, as issued by the Texas Water Commission and Environmental Protection Agency, as well as any compliance or administrative orders issued by those agencies. In the event **PILGRIM** should fail to comply with any compliance order issued by the Water Commission or the Environmental Protection Agency and fails to timely object to and appeal such order, the **CITY** shall have the right to terminate this agreement upon verification from such agency that **PILGRIM** has failed to comply with any such order and fails to timely object to and appeal such order.

4. Payment of Debt Service.

CITY shall be responsible for the payment of interest and principal of the debt service owing on the plant and lines, and **PILGRIM** shall reimburse **CITY** on the first of each October and April, beginning October 15, 1988, in the amounts shown on the schedule attached hereto called PRINCIPAL & INTEREST PAYMENTS BONDS FOR SOUTHWEST SEWAGE DISPOSAL PLANT.

Should **PILGRIM** fail to make any payment required herein, **CITY** shall give **PILGRIM** notice of cancellation to be effective after thirty (30) days from the date of the notice, and **CITY** may cancel if **PILGRIM** fails to make the payment within the thirty (30) days.

All payments made by **PILGRIM** to the **CITY** hereunder shall be deemed rental considerations.

5. Disposition of Plant.

Should this agreement be terminated by either party according to the terms of this agreement, or any provision in the laws of the State of Texas which might render any part of the agreement void, the **CITY** may, at its option, dispose of the sewage plant in accordance with the laws of the State of Texas in force at that time.

In the event the plant is purchased by any entity other than **PILGRIM**, any purchaser shall, as a part of the consideration, reimburse **PILGRIM** for any capital improvements, less depreciation, as determined by Generally Accepted Accounting Principles, made to the plant by **PILGRIM**, plus any payments made by **PILGRIM** on the bond indebtedness. Should **PILGRIM** enter a bid on the purchase of the plant as required by any applicable municipal statutes, then **PILGRIM** shall be given credit on such bid for any capital improvements less depreciation, as determined by Generally Accepted Accounting Principles, plus any payments made by **PILGRIM** on the bond indebtedness. Such payments on bond indebtedness shall include principal only and not include any payments of interest.

6. Hold Harmless Clause.

PILGRIM shall carry, at its expense, public liability insurance for the plant premises and operators in not less than ONE MILLION AND NO/100 ($1,000,000) DOLLARS, and occupational injury coverage that **PILGRIM** normally provides for its employees.

In addition to the insurance requirements, **PILGRIM** agrees and binds itself to hold **CITY** harmless against all claims, demands, fees, and costs growing out of its operation of said sewer plant.

7 Existing and Additional Connections to Plant

At the effective date of this contract, there are residences and businesses other than **PILGRIM** connected to the Southwest Sewer Plant. These connections will continue with **CITY** making the charges and collecting for the sewer service and will remit these funds to **PILGRIM** each month. During the life of this contract, additional connections can be made only by consent of **PILGRIM** and **CITY**, and the monies collected for these connections will be paid to **PILGRIM**.

8. Independent Contractor.

Parties realize that said sewer plant must be operated in accordance with the rules and regulations made and enforced by the Texas Water Commission and the Environmental Protection Agency, as well as the Health Department of the State of Texas, and perhaps other governmental bodies that may have jurisdiction over such plant operations. **PILGRIM** agrees that it will comply with all such rules and regulations as expeditiously as can be done, and **CITY** agrees that it will cooperate with **PILGRIM** in providing advise and counsel regarding **PILGRIM'S** compliance with such rules and regulations.

9. Sewerage and Garbage Collection Fees.

From and after September 30, 1982 and during **PILGRIM'S** operation of said plant, **PILGRIM** shall not be responsible to **CITY** for the payment of any sewerage fees on any of its businesses served by this plant.

10. Term.

The term of this agreement shall be for a period of twenty (20) years from and after the effective date of June 1, 1988, and in addition thereto, **PILGRIM** shall have three (3) consecutive ten (10) year option periods should it desire to continue as the

operator of said plant for any or all of the option periods. The option shall be automatically renewed unless terminated in writing.

11. Transfer of Permit to Operate

It is expressly agreed by the parties that PILGRIM will make all necessary applications to transfer the permit for the operation of the plant from the name of the City of Mt. Pleasant, Texas, to the name of Pilgrim's Pride Corporation. Such transfer shall be subject to approval of the Texas Water Commission and the Environmental Protection Agency, and will cause the plant to be operated under an industrial permit rather than a municipal permit. The parties agree that should either of the regulatory agencies require changes in this agreement, both parties will use their best efforts to comply with those requirements.

12. Entire Agreement.

This agreement constitutes the entire agreement of the parties as to the matters contained herein, and shall supersede all prior agreements entered into by the parties, and shall render those operating agreements null and void.

This contract signed on this the 4th day of MAY 1988, by parties duly authorized by their governing bodies to execute same.

CITY OF MT. PLEASANT, TEXAS

By _____
Mayor

ATTEST:
Dana Williams
City Secretary

_____
City Manager

PILGRIM'S PRIDE CORPORATION

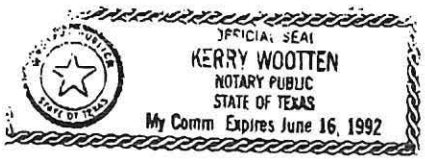
By _____
Vice-Chairman

ATTEST:
_____
Asst. Secretary

STATE OF TEXAS

COUNTY OF TITUS

The foregoing instrument was acknowledged before me on the 4 day of May, 1988, by VAN JAMES, City Manager of the City of Mt. Pleasant, Texas, for and on behalf of said City, for the purposes set forth, and in the capacity stated.



Kerry Wootten
NOTARY PUBLIC in and for
THE STATE OF T E X A S

STATE OF TEXAS

COUNTY OF TITUS

The foregoing instrument was acknowledged before me on the 4th day of May, 1988, by CLIFF BUTLER, Vice-Chairman of PILGRIM'S PILGRIM PRIDE CORPORATION, for and on behalf of said Corporation, for the purposes set forth, and in the capacity stated.

Wanda L. Harwell
NOTARY PUBLIC in and for
THE STATE OF T E X A S

PRINCIPAL & INTEREST PAYMENTS BONDS FOR SOUTHWEST SEWAGE DISPOSAL PLANT

DATE	PRINCIPAL	INTEREST	DATE	INTEREST	YR. TOTAL
10-15-88	55,000.00	8,606.25	4-15-89	6,853.13	70,459.38
10-15-89	60,000.00	6,853.13	4-15-90	4,940.62	71,793.75
10-15-90	75,000.00	4,940.62	4-15-91	2,550.00	82,490.62
10-15-91	80,000.00	2,550.00	4-15-91	0.00	82,550.00

EXHIBIT 4