



April 29, 2021

Zachary Taylor
Department of Natural Resources and Environmental Control
Solid & Hazardous Waste Management Section
89 Kings Highway
Dover, DE 19901

RE: Recycling Permit #SW-18/02 Renewal Application
Allan Myers DE, Inc. – Dover

Dear Mr. Taylor:

Please find enclosed a Recycling Permit Application for Allan Myers DE, Inc.'s (Myers) Dover Asphalt plant located at 3700 Bay Road, Dover, DE 19901. This application is to renew Recycling Permit #SW-18/02. The following provides a response to the Checklist For Persons Applying For A Recycling Permit Or Composting Permit:

1. Application for a Recycling Permit or Composting Permit

The Recycling Permit or Composting Permit checklist and application is in Attachment 1.

2. Proof of ownership of the property, or a copy of lease agreement

A copy of the lease agreement is in Attachment 2.

3. Written verification from the local zoning authority that the proposed activity is allowable at the proposed location

A copy of the proof of local zoning is in Attachment 3.

4. A Plan of Operation including a site map and complete description of the equipment, process, and operating procedures, as well as the maximum quantity of feedstocks and product to be stockpiled

Shredded manufacturer's waste asphalt shingles are stored in stockpiles where they will remain until they are used to manufacture hot mix asphalt (HMA) at a concentration not to exceed 6% of the product mix. The total amount of shingles to be stored at the site will not exceed 10,000 tons.

No additional equipment is required for Myers to incorporate manufacturer's waste asphalt shingles into our hot mix asphalt product. Manufacturer's waste asphalt shingles will be mixed with recycled asphalt pavement (RAP) and asphalt cement in the mixing chamber of the drum, not the drying chamber.

Myers maintains three (3) silos, each with a capacity of 100 tons, for the storage of hot mix asphalt. Frequently we only manufacture the amount of hot mix asphalt that can be used in a day. Hot mix asphalt is not typically stored overnight although the silos are designed for overnight storage and are sometimes used for overnight storage of hot mix asphalt. A site map and site location map are included in Attachment 4.

5. Evidence that the product use will not adversely affect human health and the environment. This may require analyses and other tests.

Allan Myers Materials uses manufacturer's waste asphalt shingles as an ingredient to produce HMA. A copy of the material sheet is included in Attachment 5.

6. Contracts or letters of intent from buyers showing there is a true market for the product

N/A – waste asphalt shingles are made of asphalt cement, one of the components of hot mix asphalt.

7. A Conceptual Closure Plan [pursuant to Section 4.4.1 of the DRGSW]

When operations cease at the Dover Asphalt plant, solid waste such as office, lunchroom, and break room waste will be disposed of in an off-site landfill.

In the unlikely event that manufacturer's waste asphalt shingles remain onsite after operations cease, they will be transported by truck off-site in accordance with the GeoTech quote dated March 22, 2021. The estimated cost to load and process 10,000 tons of manufacturer's waste asphalt shingles from Dover is \$151,000. The letter from GeoTech indicating their willingness to accept manufacturer's waste asphalt shingles is included in Attachment 6.

Postclosure use is expected to be consistent with surrounding land use.

8. Evidence of financial assurance demonstrating financial responsibility for closure, as described in DRGSW Sec. 4.1.11.2

A copy of the Letter of Credit is included in Attachment 7.

9. Proof that all applicable permits, licenses, and approvals have been obtained or applied for [pursuant to Section 4.4.1 of the DRGSW]

A copy of the air permit has been included in Attachment 8 and a copy of the NPDES stormwater discharge permit has been included in Attachment 9 along with a letter from DNREC indicating that the NPDES coverage remains in effect until a new General Permit is issued.

10. Background statement [pursuant to 7 Del. C. Chapter 79]

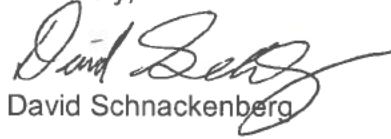
The Environmental Permit Application Background Statement may be found in Attachment 10.

11. Submit 3 copies of the completed application package as well as an electronic copy in '.pdf' format.

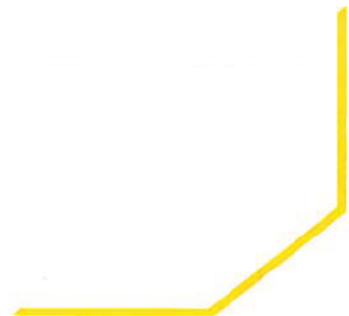
Because the requirement to submit three paper copies has been waived due to covid, I am only submitting an electronic version of this renewal application.

If you have any questions or need additional information, please do not hesitate to call me at (610) 222-3182.

Sincerely,

A handwritten signature in black ink, appearing to read "David Schnackenberg", written in a cursive style.

David Schnackenberg





CHECKLIST FOR PERSONS APPLYING FOR A RECYCLING PERMIT OR COMPOSTING PERMIT

Applications for a Recycling Permit or Composting Permit will not be processed unless all of the following information is provided by the applicant. The following checklist is based upon the specific requirements contained in Delaware's *Regulations Governing Solid Waste* (DRGSW). Please use this checklist to ensure the application contains all necessary documentation.

- X 1. Application for a Recycling Permit or Composting Permit
- X 2. Proof of ownership of the property, or copy of lease agreement
- X 3. Written verification from the local zoning authority that the proposed activity is allowable at the proposed location
- X 4. A Plan of Operation including a site map and complete description of the equipment, process, and operating procedures, as well as the maximum quantity of feedstocks and product to be stockpiled
- X 5. Evidence that the product use will not adversely affect human health and the environment. This may require analyses and other tests.
- N/A 6. Contracts or letters of intent from buyers showing there is a true market for the product
- X 7. A Conceptual Closure Plan [pursuant to Section 4.4.1 of the DRGSW]
- X 8. Evidence of financial assurance demonstrating financial responsibility for closure, as described in DRGSW Sec. 4.1.11.2
- X 9. Proof that all applicable permits, licenses, and approvals have been obtained or applied for [pursuant to Section 4.4.1 of the DRGSW]
- X 10. Background statement [pursuant to 7 Del. C. Chapter 79]
- X 11. Submit 3 copies of the completed application package as well as an electronic copy in '.pdf' format. Please submit the application and supporting documentation to:

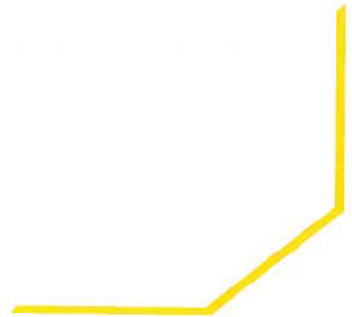
Jeff Martin
Department of Natural Resources and Environmental Control
Compliance & Permitting Section
89 Kings Highway
Dover, DE 19901
Jeffrey.Martin@state.de.us

CHECKLIST ITEM 1

Application for a Recycling Permit or Composting Permit

ATTACHMENT 1

BENEFICIAL USE DETERMINATION (BUD) APPLICATION





Delaware Department of Natural Resources and Environmental Control
Solid and Hazardous Waste Management Section

RECYCLING PERMIT APPLICATION

INSTRUCTION: The applicant may claim that some of the information presented in this Application is confidential. An applicant wishing to make such a claim should write, preferably in red ink, "Claimed Confidential Information" at each point in the response where such confidentiality is claimed. The applicant must provide an explanation of why the release of such information would constitute an invasion of personal privacy or would seriously affect the applicant's business or competitive situation. The confidentiality determination will be subject to the **FOIA Regulation, Section 6.**

BRIEF DESCRIPTION OF RECYCLING ACTIVITY OR BENEFICIAL USE PROCESS

Store, process and use manufacturer's waste asphalt shingles in the hot mix asphalt manufacturing process.

FACILITY INFORMATION

Facility Name: *Allan Myers DE, Inc. - Dover*
 Address: *3700 Bay Road*
 City: *Dover* County: *Kent* State: *DE*
 Zip Code: *19901* Phone: *(302) 734-8632* Fax:
 Total Site Area (Acres): *21* Latitude: *39.1066* Longitude: *-75.3458*
 Tax Parcel Number (s): *ED-00-096.00-01-15.00/00001*
 Expected Service Area:

BUSINESS OWNER INFORMATION

Owner's Name: *Allan Myers DE, Inc. dba Allan Myers Materials*
 Contact Person: *David Schnackenberg* Title: *Environmental Manager*
 Address: *638 Lancaster Avenue*
 City: *Malvern* State: *PA* Zip Code: *19355*
 Phone: *610-222-3182* Fax: Email: *david.schnackenberg@allanmyers.com*

FACILITY OPERATOR INFORMATION

Operator's Name: *Allan Myers DE, Inc. dba Allan Myers Materials*
 Contact Person: *Jay Miller* Title: *Area Operations Manager*
 Address: *638 Lancaster Avenue*
 City: *Malvern* State: *PA* Zip Code: *19355*
 Phone: *610-842-428* Fax: Email: *jay.miller@allanmyers.com*

OPERATING HOURS

Daily Operating Hours: *10* Daily Business Hours (Open to Public): *6AM-6PM*
 Days of Operation: *Monday to Friday* Number of Operating Days Per Year: *Less than 300*



Delaware Department of Natural Resources and Environmental Control
Solid and Hazardous Waste Management Section

RECYCLING PERMIT APPLICATION

ESTIMATED QUANTITIES OF RECYCLABLE MATERIAL AND PRODUCT:

Maximum Daily Tonnage of Recyclable Material to be Accepted: 35 Daily Weekly

Maximum Tonnage of Recyclable Material to be Stored (at any given time): 10,000

Maximum Tonnage of Product to be Stored (at any given time): 0

NOTE: Maximum daily and weekly tonnages must consider operating hours and days specified on next page.

I certify under penalty of law, that I have personally examined and am familiar with the information submitted in the Application and all supporting documentation and that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information.

Signature of applicant: <u>David Schnackenberg</u>	Date: <u>4-28-2021</u>
Printed Name: <u>David Schnackenberg</u>	Phone: <u>610-587-2262</u>
Title: <u>Senior Environmental Manager</u>	Email: <u>david.schnackenberg@allanmyers.com</u>
Company: <u>Allan Myers Materials</u>	<u>allanmyers.com</u>
Address: <u>638 Lancaster Avenue</u>	
City: <u>Malvern</u>	State: <u>PA</u> Zip Code: <u>19355</u>

CHECKLIST ITEM 2

Proof of ownership of the property, or copy of lease agreement

ATTACHMENT 2
LEASE AGREEMENT



LEASE AGREEMENT
PLANT SITE
DOVER, DELAWARE

This Lease Agreement ("Agreement") is entered into this ___ day of May, 2013 by TILCON, INC., a Delaware Corporation, whose address is 642 Black Rock Avenue, New Britain, CT 06050 ("TILCON" or "LESSOR") and ICM of DELAWARE, INC. of 638 Lancaster Avenue, Malvern, PA 19335 ("ICM" OR "LESSEE").

RECITALS:

WHEREAS, TILCON and ICM are parties to that certain Asphalt Plant Lease and Inventory and Construction Contract Sale Agreement dated as of March 17, 2009 (the "First Lease") wherein TILCON as Lessor leased to ICM as Lessee, certain property therein described as the Dover Land and the Dover Land, which First Lease has a termination date of March 16, 2013; and

WHEREAS, by virtue of several agreements of even date, including that certain Supply Agreement, Asset Purchase Agreement, Covenant Agreement and the lease of the land that is described in the First Lease as the Delmar Land, the Dover Land and the Georgetown Land, provisions are intended to be made for ICM continue the use of the said three locations without interruption for the purpose of manufacturing and selling hot-mix asphalt under which ICM agrees to purchase its requirements of certain aggregate products from PENNSY SUPPLY, INC., an affiliate of TILCON on the terms and conditions contained in the Supply Agreement; and

WHEREAS, the operational sites to which TILCON is to supply materials to ICM includes the hot-mix asphalt plant that is the subject of this Lease and the Georgetown Lease; and

WHEREAS, the parties are desirous of entering into this Lease to provide for the right of ICM to use the Property herein described and further, to pay rent to TILCON for such right to use the Property.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, Lessor agrees to lease Lessee Lessor's property located at 3700 Bay Road, Dover, Delaware 19901 which is described and designated in Exhibit A hereto ("Property"). The Property is approximately 21.649 acres of ground, more or less with common access.

1. **INCORPORATION OF RECITALS:** The Recitals above are not merely precatory, but are substantive terms of this Lease, as is the description and definition of the Property, referenced above.
2. **INITIAL TERM:** Subject to earlier termination as conditionally provided for herein, the Initial Term of this Agreement shall be for a period of Fifteen (15) Years commencing on March 17, 2013 ("Effective Date") and ending March 16, 2028. "Contract Year" shall mean each twelve (12) months from each March 17.
3. **RENEWAL TERMS:** This Agreement shall renew automatically after the Initial Term for up to Three (3) additional periods of Three (3) Years each unless either party provides the other party with written notice as set forth in Section 12 below that it will not renew this Agreement for an additional term at least One Hundred Eighty (180) Days prior to the end of the then-current term of the Agreement.

4. **COTERMINUS WITH SUPPLY AGREEMENT:** If the Supply Agreement mentioned in the Recitals above is terminated for any reason other than breach by ICM, then ICM may, at its option, terminate this Agreement pursuant to the same notification by which the Supply Agreement is terminated. Reciprocally, if ICM is in default of the Supply Agreement and the Supply Agreement is terminated as a result thereof, then Tilcon may, at its option, terminate this Agreement pursuant to either (i) the same notification by which the Supply Agreement is terminated, or (ii) other written notification. In the event Tilcon terminates the Aggregate Supply Agreement (executed on even date herewith), then Tilcon and ICM shall jointly appoint an M.A.I. Certified appraiser to determine the then current market value of the Property and the market rent for the Property, which new annual Rent shall apply from and after the date of each termination. If the Lessee and Lessor cannot agree on the identity of the said Appraiser then they shall submit to the Arbitrator pursuant to Section 22 below the task of appointing an Appraiser.

5. **RENTAL:** Lessee shall pay to Lessor Rent in the sum of [REDACTED] per year during the lease term. Said rental payment shall be due on the first day of each Contract Year. Rent payments will be sent to: **Pennsy Supply, Inc., 1001 Paxton Street, Harrisburg, PA 17104**, or other such place or places as Lessor may designate in writing from time to time.

a. Any rent owing hereunder that is not paid within ten (10) days after tenant receives written notice from Lessor that it is overdue shall thereafter bear interest at an annual rate of eight percent [REDACTED] until paid.

b. **Increases in Rent.** Beginning with the 6th Lease Year, the Annual Rent shall be increased as follows:

Year	Total Annual Rent
6-10	[REDACTED]
11-15	[REDACTED]
Renewal #1	[REDACTED]
Renewal #2	[REDACTED]
Renewal #3	[REDACTED]

6. **USE:** Lessee shall use the Property for the limited purpose of manufacture, transportation, storage, sale and vending of hot-mix asphalt, a laboratory, construction yard and such other incidental and customary uses as support the manufacture, sale and processing of hot-mix asphalt and other items customarily related to such business. Lessee shall obtain the prior written consent of Lessor before utilizing the Property for any other use, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee shall have the right to improve the property only with Lessor's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed; and, any improvements must be accordance with all laws, rules and governmental regulations. Lessee shall have the right to make use of any easements for any lawful purpose such as utility connections, ingress and egress in accordance with the easement terms. However, Lessee covenants and agrees that it shall not permit the operation of any Ready-Mix or block concrete operation to occur on the Property during the terms of this Lease and or any renewal hereof.

7. RETURN OF THE LEASED PROPERTY: On or before the expiration of this Agreement or any extension thereof, Lessee shall have an additional period of up to 180 days to remove its property from the Property and give peaceful possession of the Property to Lessor. Lessee shall return the Property to Lessor in the same condition as originally found, excepting ordinary wear and tear. In addition, except with Lessor's prior written approval for not removing, Lessee shall remove any and all improvements made to the Property, including improvements made with the consent of Lessor. The foregoing notwithstanding, in the event that notice is given to terminate this Lease prior to the latest date that this Lease may expire (including all renewal options), ICM may, at its option, continue the use and possession of the Property for a period of an additional One Hundred Eighty (180) days following the date of Termination for the purpose of winding up its business operations at the Property and providing ICM an opportunity to remove and relocate its hot-mix asphalt plant; during any such period, ICM shall continue to pay rent at the apportioned prevailing rental rate from the prior year.
8. MAINTENANCE: The Property is rented to Lessee in an "AS IS" condition. Lessee shall maintain the Property while in possession of the same. As to any means of ingress and/or egress that are exclusive to Lessee, Lessee shall also provide for the maintenance of such means of ingress and egress and keep the same free of any defect. If one or more of the means of ingress and/or egress to the Property is shared or to be used in common with any other user that is entitled by law to use such area, then the restrictions, covenants and conditions respecting such shared use shall be as set forth on Exhibit B, attached hereto.
9. REAL ESTATE TAXES AND UTILITIES: Lessee shall be responsible for payment of the following:
- (a) Lessee shall be liable for all taxes levied against any leasehold interest of Lessee or personal property and trade fixtures owned or placed by Lessee on the Property.
 - (b) Lessee shall pay when due all Applicable Real Estate Taxes, as such term is hereinafter defined, with respect to any tax year. If Lessor is billed for any Applicable Real Estate Taxes and Lessor elects to pay such taxes directly, Lessor will deliver such bill to Lessee and Lessee will reimburse Lessor for any Applicable Real Estate Taxes within twenty (20) days after receiving such bill from Lessor. For the purposes hereof, "Applicable Real Estate Taxes" shall mean Lessee's Pro Rata Share of real estate taxes and assessments applicable to the Property, together with any interest and penalties lawfully imposed thereon as a result of Lessee's late payment thereof. For the purposes hereof, "Lessee's Pro Rata Share" shall mean a fraction, the numerator of which is the acreage of the Property and the denominator of which is the total acreage of the Property. As of the Effective Date, Lessee's Pro Rata Share is eighty percent (80%). In the event this Lease commences on a date other than the first day of any applicable tax year, Applicable Real Estate Taxes shall be prorated accordingly. In the event the Lease expires on a date other than the last day of any applicable tax year, Applicable Real Estate Taxes shall be prorated accordingly.
 - (c) Lessee shall pay when due all utility bills and taxes associated with its operations on the Property.

10. ASSIGNMENT AND SUBLETTING: Lessee shall not sublet any portion of the Property or assign this Agreement without the expressed, written consent of Lessor, which consent shall not be unreasonably withheld, delayed or conditioned.
11. EARLY TERMINATION: In the event ICM no longer operates a hot-mix asphalt plant at the Property, ICM shall have the option to terminate this Agreement upon written notice to TILCON twelve (12) months in advance thereof. ICM understands, acknowledges, and agrees that any early termination of this Agreement does not terminate any obligations of ICM under the Aggregate Supply Agreement.
12. NOTICES AND MAILINGS: Any written notice or other written communication related to this Agreement shall be (i) served by personal delivery; (ii) made by facsimile transmission; or (iii) sent by overnight courier service to the receiving parties as follows or to any other address which either party may hereafter designate for itself in writing:

To TILCON: Barry Duffy, President
TILCON Supply, Inc.
1001 Paxton Street
Harrisburg, PA 17104
717/236-7051

With a copy to: William B. Miller, General Counsel
Oldcastle, Inc.
900 Ashwood Parkway, Suite 600
Atlanta, GA 30338-4780
770/392-5300

To ICM: Terry Hasson, Corporate Secretary
ICM of Delaware, Inc.
Post Office Box 98
1805 Berks Road
Worcester, PA 19490
800/999-1018

With a copy to: Curtis C. Coon, Esquire
Coon & Cole, LLC
401 Washington Avenue, Suite 501
Towson, MD 21204
410/630-4425

13. INDEMNIFICATION: Lessee shall defend, indemnify and hold Lessor, its officers, employees, agents, insurers, sureties, and affiliated corporations harmless from any and all damages, expenses (including attorney and professional fees), claims, liens, suits, liabilities, penalties, and remedial costs arising out of or in any way related to (i) Lessee's

use of the Property; (ii) any breach of this Lease; or (iii) any act or omission by Lessee, its invitees, or any person performing work directly or indirectly on behalf of Lessee. Lessor shall defend, indemnify and hold Lessee, its officers, employees, agents, insurers, sureties, and affiliated corporations harmless from any and all damages, losses, expenses (including attorney and professional fees), claims, liens, suits, liabilities, penalties, and remedial costs arising out of or in any way related to (i) Lessor's use of the Property; (ii) any breach of this Lease; or (iii) any act or omission by Lessor, its invitees, or any person performing work directly or indirectly on behalf of Lessor.

14. **TITLE:** Lessor covenants, warrants and represents it has all necessary power to execute and deliver this Lease (and if applicable, Sublease) and perform its obligations hereunder; that the execution, delivery and performance of this Lease has been duly and validly authorized and does not conflict with or violate any agreement, judgment, lien, award, order or decree of any court or governmental authority and further, does not constitute a default under any other agreement or instrument that will remain enforceable after the date hereof; Lessor further warrants and covenants that it holds good and marketable title to the Property and further, and agrees that it shall not cause the Property to be subjected to any liens and encumbrances that could result in the dispossession of Lessee prior to the termination of this Lease. The following representations and warranties are hereby made by Lessor:
- a. Attached hereto as Exhibit A is the survey of the Property undertaken by Lessee. Lessee has reviewed Exhibit A and agrees that, to the best of its knowledge, such survey does not omit any easement, boundary or use restriction that could adversely affect Lessee's use of the Property.
 - b. Lessor, to the best of its knowledge, hereby represents and warrants to Lessee that, as of the Commencement Date: (i) there are no pending or threatened condemnation proceedings or other governmental, municipal, administrative or judicial proceedings affecting the Property; (ii) there are no pending or threatened actions or legal proceedings affecting the Property; (iii) there are no unpaid special assessments for sewer, sidewalk, water, paving, gas, electrical or power improvements or other capital expenditures or improvements, matured or unmatured, affecting the Property; (iv) there are no outstanding notices of, nor are there, any violations of any law, regulation, ordinance, order or other requirements of any governmental authority having jurisdiction over or affecting any part of the Property; and, (v) Lessor shall notify Lessee promptly if at any time prior to the Commencement Date Lessor is provided notice of any of the foregoing representations and warranties become untrue or incorrect.
 - c. Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the Property and all rights appurtenant to Lessee thereto free from any eviction or interference by Lessor or any other person or entity claiming title to the Property so long as Lessee pays the Annual Rent provided herein, and otherwise fully performs the terms, covenants, and conditions imposed herein. In that regard, in the event that the Property is subject to any lien that could, if a default occurred and was not timely cured, result in Lessor's title being foreclosed, Lessor shall endeavor to obtain a SNDA agreement [subordination and non-disturbance agreement] from any party that currently has or in the future may be promised, a lien on the Property, which SNDA shall provide that so long as Lessee is current in the payment of its rent hereunder, neither Lessor nor such holder of a lien shall be

allowed to exercise any action to terminate this Lease or dispossess Lessee. Lessor's failure to provide such SNDA within sixty (60) days of the date hereof may, at Lessee's election, form a basis for early termination of this Lease at no cost or expense to Lessee.

- d. Lessor further warrants that Lessee shall have adequate ingress and egress to the Property, to specifically include the paved road or drive as shown on the survey attached hereto as Exhibit A, and that the following utilities serve the Property: Water, natural gas, public sewer, telephone, cable, electricity. In the event a utility that does not currently serve the Property becomes available, and Lessee is desirous of granting an easement for use and supply of a utility of any sort, Lessee shall have the right to grant such easement subject to the consent of Lessor.

15. DEFAULT: Lessee shall have breached this Lease and shall be considered in default hereunder if (i) Lessee files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy or insolvency law or act, or makes an assignment for the benefit of creditors; (ii) involuntary proceedings are instituted against Lessee under any bankruptcy or insolvency law or act and not set aside within forty-five (45) days; (iii) Lessee fails to pay any Rent or additional rent within thirty (30) days of when due (unless a later period is otherwise provided in this Lease); (iv) Lessee fails to perform or comply with any of the non-monetary covenants or conditions of this Lease and fails to cure the same within ninety (90) days after written Notice thereof to Lessee by Lessor; provided that if the failure is curable, but not curable within ninety (90) days, then Lessee shall have such additional time as is required to complete such cure so long as Lessee commences the cure within such thirty (30) day period and thereafter diligently prosecutes the cure to completion.

Lessor shall have breached this Lease and shall be considered in default hereunder if Lessor fails to perform any of its obligations under the provisions of this Lease, and fails to cure the same within ninety (90) days after written notice thereof to Lessor by Lessee; provided however, that if such failure is curable, but not curable within ninety (90) days, then the Lessor shall have such additional time as is required to complete such cure so long as Lessor commences the cure within such ninety (90) day period and thereafter diligently prosecutes the cure to completion.

16. INSURANCE. As additional rent for the Property, Lessee shall maintain: (i) worker's compensation and employer's liability insurance; (ii) general liability insurance; and (iii) property damage insurance. All such insurance shall be written by insurers acceptable to Lessor. General Liability Insurance shall provide for minimum coverage of \$2,000,000 combined single limit on an "occurrence" basis and not on a "claims made" basis. All policies, except for worker's compensation policies, shall name the Lessor as an additional insured with primary coverage (with any other third-party coverage provided for Lessor to be deemed as excess only) and shall indemnify, defend and protect Lessor from all claims, expenses and liabilities in any way connected with any act or omission of Lessee, its invitees, or any person performing work for Lessee, regardless of whether Lessor is partially at fault. Before occupying the Property and when requested by Lessor, Lessee shall provide Lessor with certificates evidencing the required insurance.

17. ENVIRONMENTAL: Lessee will, at Lessee's expense, remain in compliance with all binding federal, state, and local environmental laws, rules, regulations, codes orders and ordinances ("Environmental Laws") in effect from time-to-time during the term of this Lease applicable to the Lessee's operations. Lessee shall indemnify, defend and hold harmless Lessor from any claim, liability, and cost (including reasonable attorneys fees) arising out of Lessee's use and operation of the **Property**. Lessee further covenants that, except in compliance with requirements under Environmental Laws, it will not produce, use, store or generate any materials in violation of the Environmental Laws on, under or about the Property, without Lessor's prior written consent.

Lessor represents, warrants and covenants that to the best of Lessor's knowledge, no notice, citation, summons or order has been issued, no complaint has been filed, no penalty has been assessed and no investigation or review is pending or threatened by any federal, state, or municipal government. or their appropriate regulatory agencies now in force or which may be in force, in connection with the **Property** with respect to (a) any alleged violation of any Environmental Laws (hereinafter defined); or (b) with respect to Lessee's use, possession, generation, generation, storage, recycling, transportation or disposal of any hazardous substances as defined by any Environmental Laws in, on, or at the **Property**.

18. CONDEMNATION: If as a result of eminent domain proceedings there should be a taking of such portion of the Property or the right of access to the Property, so that the Property cannot thereafter be reasonably used for the manufacture of hot-mix asphalt and reasonably necessary support for the same, with access and storage areas, this Lease, at the option of Lessee, shall terminate upon the giving of notice to Lessor by Lessee and any rent paid in advance will be returned to Lessee, or Lessee may continue in possession of the remaining portion of the Property. Lessor will advise Lessee immediately upon receipt of notice of the commencement of proceedings by any authority having eminent domain powers to acquire any part of the area in the Property. In the event of a taking, or a conveyance in lieu of a taking, resulting in the termination of this Lease, Lessor and Lessee will cooperate in applying for and prosecuting a claim for that taking and agree that the aggregate net award after deducting expenses and costs, including attorneys fees, incurred in connection therewith payable to both Lessor and Lessee shall be paid to the Lessee and Lessor (or if required, to any mortgagee) and distributed as follows: (i) Lessee shall receive so much in the net award as shall compensate it for the un-depreciated value of its leasehold improvements and leasehold interest in the Property; and (ii) Lessor shall receive the balance thereof. Lessor shall not be entitled to any portion of the award with respect so the buildings, structures, equipment or other improvements erected on the Property at anytime.

19. RIGHT OF FIRST OPTION AND/OR REFUSAL:

- a. If Lessor determines an intent to market the Property, then prior to exposing the Property to the market, it shall give written notice of such intent to Lessee. From the receipt of which Notice Lessee may, at its option, submit an offer to purchase the Property to the Lessor, which offer Lessor may accept or reject within ten (10) days of the receipt of the offer.
- b. If Lessor receives a bona fide acceptable offer to purchase the Property, Lessor grants Lessee a first and preemptive right to purchase the same upon the same

terms and conditions as are contained in any such offer Lessor tenders to Lessee hereunder. Promptly after the receipt of such offer, Lessor shall give Lessee written notice of the terms and conditions of the offer in the manner described in Section 12 above, enclosing a copy of the offer and enclosing copies of all information and documentation reasonably necessary to the consideration of such offer, and Lessee may exercise the option to purchase at any time within thirty (30) days after receipt of such notice and additional documentation. Lessor shall promptly provide Lessee with any other information reasonably requested by Lessee within such thirty (30) day period and Lessee shall have an additional ten (10) day period after its receipt of such additional information to exercise such option. If Lessee elects to exercise such option it shall do so by giving written notice to Lessor within such periods and a purchase contract shall be executed by the parties and title conveyed within a reasonable time thereafter. The failure of Lessee to exercise the option to purchase shall in no way release or relieve Lessor from Lessor's obligation to provide Lessee with notice of any future offers to purchase.

20. **NO PRESUMPTION AGAINST DRAFTER:** Lessor and Lessee acknowledge that this Agreement has been freely negotiated by both parties. In the event of any dispute regarding this Agreement, there shall be no presumption or conclusion drawn against either party by virtue of that party having drafted the Agreement.
21. **NO BROKER:** Each of Lessor and Lessee represent and warrant to each other that it has not engaged any broker or finder in regard to this Lease and that they have no knowledge of any broker being instrumental in bringing about this Lease. Each indemnifies the other against all costs, expenses, attorney's fees or other liability for commissions or finders' fee or compensation by any broker or finder or agent claiming the same by, through or under the indemnifying party.
22. **MANDATORY BINDING ARBITRATION:** Any claim or dispute arising under this Agreement shall be submitted to and resolved by binding arbitration by a single arbitrator in the State and County where the Property is located. The American Arbitration Association ("AAA") shall conduct the arbitration unless the parties mutually agree to use an alternative arbitration service. The costs of the arbitration shall be borne equally by the parties. Judgment upon any award or decision made by the arbitrator may be entered in any court having jurisdiction thereof, if necessary.
23. **MISCELLANEOUS:**
 - (a) This Lease may be executed in multiple counterparts or in duplicate, and when so executed by all parties shall constitute one agreement. Whenever Lessor's consent or approval is required to be given under any provision of this Lease, such consent or approval shall not be unreasonably withheld, conditioned or delayed.
 - (c) This Lease contains the entire agreement between the parties and cannot be changed or modified except by a written instrument subsequently executed by the parties hereto.


- (d) Time is of the essence in all monetary provisions of this Lease to be performed by or on behalf of Lessee.
- (e) Whenever a reference to 'consent' is made in this Lease, the granting of any such consent shall not be unreasonably withheld, delayed or conditioned.
- (f) This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement with their hands and seals as of the day and year first above-written.

LESSOR:
TILCON, INC.

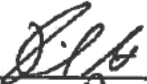
By: _____
Printed: _____
Title: _____

LESSEE:
ICM of DELAWARE, INC.

By: 
Printed: MARK S. CARROLL
Title: V.P.M.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement with their hands and seals as of the day and year first above-written.

LESSOR:
TILCON, INC.

By: 
Printed: Daniel Stover
Title: President

LESSEE:
ICM of DELAWARE, INC.

By: _____
Printed: _____
Title: _____

EXHIBIT A

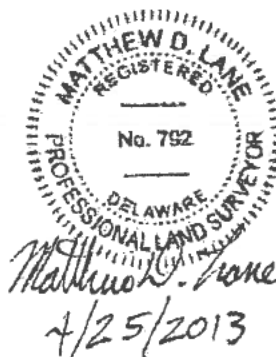
Lease Area

**On the Lands of Tilcon Materials, INC
Kent County, Delaware
Tax ID# 2-00-09600-01-1500-000**

Beginning at an iron rod set, said point being located generally down the centerline of the main access road to the property and hereby referenced from an iron rod set on the property corner of this subject parcel along U.S. Route 113 (Bay Road) and the Northwest corner of the lands of Dover Air Force Base, Tax ID# 2-00-09600-01-1600-000, the following six courses and distances: (1) North 86°04'02"West 40.08 feet to a point in the centerline of the paved access road, thence with the centerline of said road, (2) South 03°34'40"West 363.71 feet to a point, (3) South 13°23'08"West 132.80 feet to a point, (4) South 35°44'47"West 309.95 feet to a point, (5) South 37°54'28"West 1958.63 feet to a point, (6) South 35°38'12"West 142.43 feet to an iron rod set being the point of beginning of the lease area. Thence from the point of beginning, the following thirty-two courses and distances: (1) South 36°14'36"West 173.60 feet to a point, (2) South 53°45'24"East 185.75 feet to a point, (3) North 34°13'54"East 43.52 feet to a point, (4) South 58°49'29"East 255.88 feet to a point, (5) South 31°10'31"West 95.00 feet to a point, (6) North 58°49'29"West 249.04 feet to a point, (7) South 34°13'54"West 129.55 feet to a point, (8) North 55°46'06"West 140.13 feet to a point, (9) South 19°26'03"West 118.94 feet to a point, (10) South 55°46'06"East 171.63 feet to an iron rod set, (11) South 39°36'18"West 413.51 feet to an iron rod set, (12) North 25°50'02"West 419.94 feet to a point, (13) North 46°34'57"West 322.35 feet to a point, (14) North 29°21'10"West 260.46 feet to a point, (15) North 46°23'23"West 338.89 feet to a point, (16) North 78°01'46"West 171.81 feet to a point, (17) North 43°31'09"West 87.97 feet to a point, (18) North 07°38'16"West 227.28 feet to a point, (19) North 07°38'16"West 68.08 feet to a point, (20) North 73°29'49"East 76.02 feet to a point, (21) South 33°52'50"East 185.85 feet to a point on the top of bank of the excavation pond, thence generally following the top of bank, (22) South 65°47'46"East 225.35 feet, (23) North 50°48'08"East 205.20 feet, (24) North 03°08'03"East 111.81 feet, (25) North 58°59'17"East 87.36 feet, (26) South 82°21'15"East 128.25 feet, (27) North 53°33'41"East 146.56 feet to an iron rod set, thence leaving the top of bank (28) South 40°40'29"East 273.95 feet to a point, (29) South 04°29'37"East 67.76 feet to a point, (30) South 40°40'29"East 264.12 feet to a point, (31) South 76°51'34"East 67.75 feet to a point, (32) South 40°40'29"East 273.63 feet to the place of beginning, containing 21.649 acres +/-, and being the same area shown on a "Boundary Survey Plan for Pioneer Materials" prepared by Lane Engineering, LLC in April, 2013.

Matthew D. Lane

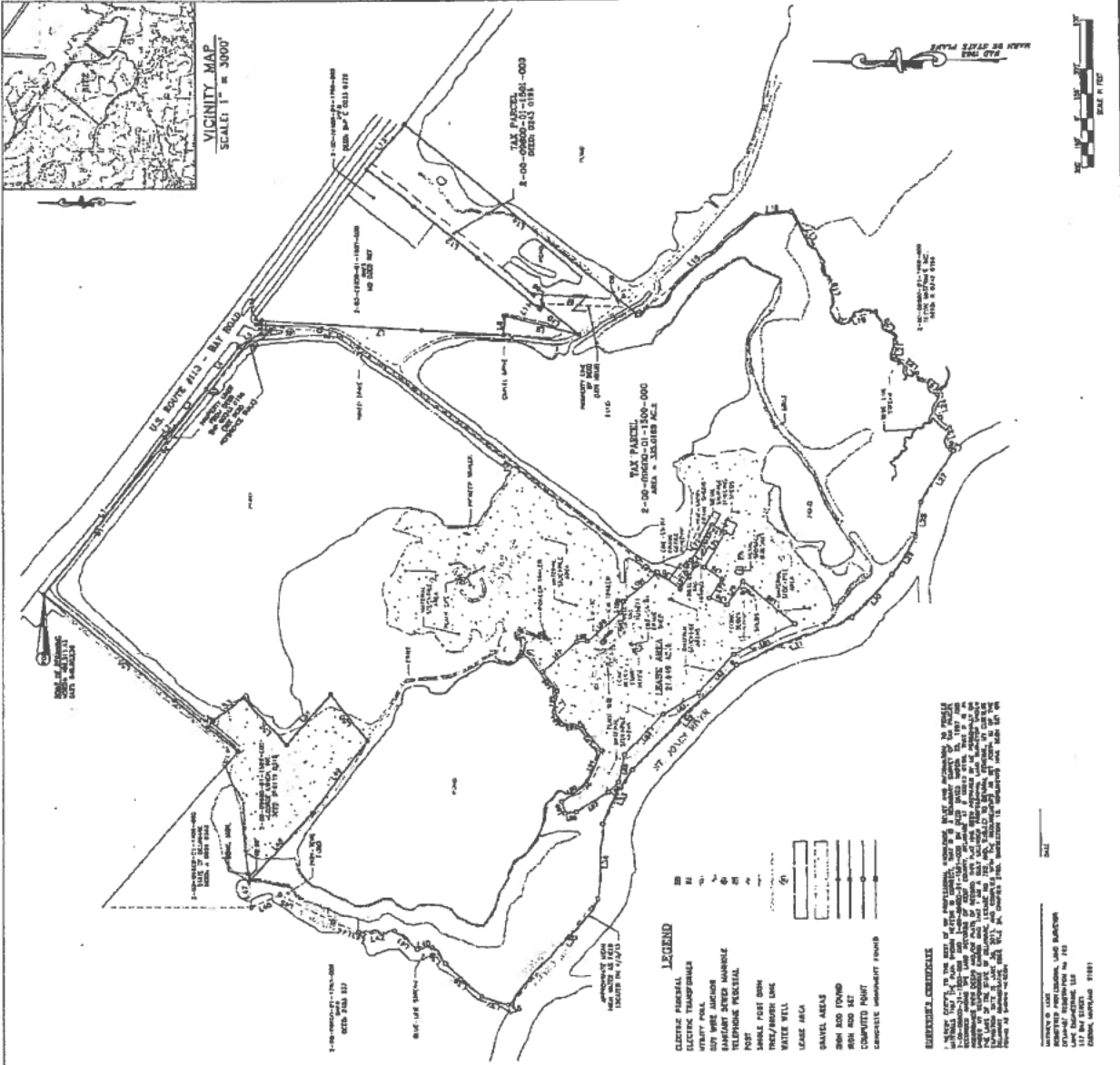
I certify that these documents were prepared by me or under my responsible charge, and that I am a duly licensed Delaware Professional Land Surveyor, license No. 792 and subject to biennial renewal. My current expiration date is 6/30/2013.



Lane Engineering, LLC
 Licensed Land Surveyor
 1480 Highway 100, Suite 100, Raleigh, NC 27605
 Phone: 919.876.1234
 Fax: 919.876.1235
 Email: info@laneeng.com

BOUNDARY SURVEY PLAN FOR PIONEER MATERIALS

DATE: 08.13.13
 SHEET NO. 1 OF 1
 SCALE: AS SHOWN



LEGEND

- CELESTIAL SURVEY
- ELECTRIC TRANSMISSION
- UTILITY POLE
- CONCRETE FOUNDATION
- FOUNDATION
- POST
- SMALL POST SIGN
- TRAIL/BORDER LINE
- WATER WELL
- GRAVEL AREA
- GRAVEL AREA
- IRON ROD FOUND
- IRON ROD SET
- COMPUTED POINT
- CONCRETE MONUMENT POINT

EMERGENCY CONTACTS

OWNER: PIONEER MATERIALS, LLC
 PROJECT: BOUNDARY SURVEY FOR PIONEER MATERIALS, LLC
 DATE: 08.13.13

DEED REFERENCE TABLE

DEED NO.	DATE	DESCRIPTION
1	01/15/12	...
2	02/20/12	...
3	03/10/12	...
4	04/05/12	...
5	05/15/12	...
6	06/20/12	...
7	07/10/12	...
8	08/05/12	...
9	09/15/12	...
10	10/20/12	...
11	11/10/12	...
12	12/05/12	...
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18	06/20/13	...
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38	02/20/15	...
39	03/10/15	...
40	04/05/15	...
41	05/15/15	...
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91	07/10/19	...
92	08/05/19	...
93	09/15/19	...
94	10/20/19	...
95	11/10/19	...
96	12/05/19	...
97	01/15/20	...
98	02/20/20	...
99	03/10/20	...
100	04/05/20	...

LEASE AREA LINE TABLE

LINE NO.	START POINT	END POINT	BEARING	DISTANCE	AREA
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EXHIBIT B

Common Entrance Road

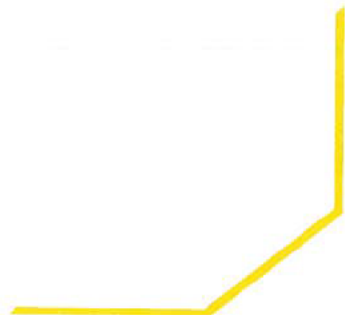
Regarding access to the Premises, as shown on Exhibit A, there exists a common access road for ingress and egress to the Premises; such road is hereinafter referred to as the "Entrance Road". During the approximate four years that precede this agreement, Landlord and Tenant have successfully coordinated and contributed to the maintenance of the common access road. Landlord hereby grants a non-exclusive license to Tenant to use the Entrance Road in common with others, for ingress and egress to the Premises in connection with the activities permitted or authorized by this Lease, during the Term hereof. Tenant specifically acknowledges that the Entrance Road shall also be used by Landlord and its business invitees and shall not exclusively be dedicated to the use of Tenant. Landlord and Tenant shall share in the maintenance of the Entrance Road in the same or similar manner as they have customarily done in the past. Tenant and Landlord shall each contribute an equitable share of the cost (to be paid in kind, in dollars or a combination of the two) of maintenance and repair, and Landlord shall contribute the balance of the cost of maintenance and repair. However, in the event either Landlord or Tenant cause any measurable damage to the Entrance Road, then the party responsible for any such damage shall bear the full burden of repair and maintenance as to any such identified damage.

CHECKLIST ITEM 3

Written verification from the local zoning authority that the proposed activity is allowable at the proposed location

ATTACHMENT 3

LOCAL ZONING



Kent County



Department of Planning Services Division of Planning

SARAH E. KEIFER, AICP
Director of Planning Services

Phone: 302/744-2471
FAX: 302/736-2128

November 2, 2017

Re: Parcel ED-00-096.00-01-15.00/00001 – 3700 S. Bay Rd.

To Whom it May Concern:

Thank you for contacting our office regarding the use existing use at the above referenced property. Based on our records, it appears that the use of a Hot Mix Facility was approved with conditions by the Kent County Levy Court on September 25, 2012. Additionally, it appears that a subsequent Certificate of Use was issued on May 24, 2013 amending the use to include the intermittent operation of a non-metallic mineral processing plant, to be located entirely within the IG portion of the property. As these uses have been approved by the appropriate authorities, they are able to continue these uses indefinitely, contingent upon meeting all conditions as stated on the recorded site plan for application CS-12-06 and the subsequent Certificate of Use issued.

Please do not hesitate to contact me at (302)744-2471 or via email at Tyler.Anaya@co.kent.de.us should you need any additional information.

Sincerely,

Tyler Anaya
Planner I

CHECKLIST ITEM 4

A Plan of Operation including a site map and complete description of the equipment, process, and operating procedures, as well as the maximum quantity of feedstocks and product to be stockpiled



April 29, 2021

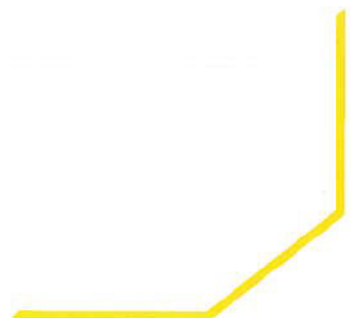
Recycling Permit #SW-18/02 Renewal Application
Allan Myers DE, Inc. – Dover
Plan of Operation

Shredded manufacturer's waste asphalt shingles will be delivered to the site by trucks equipped with tarps. Trucks delivering the material will place the shingles in a staging area where they will remain until they are used to manufacture hot mix asphalt (HMA) at a concentration not to exceed 6% of the product mix. The total amount of shingles to be stored at the site will not exceed 10,000 tons.

No additional equipment is required for Myers to incorporate manufacturer's waste asphalt shingles into our hot mix asphalt product. Shingles will be collected from their staging area by a front-end loader and placed into a bin that discharges to a conveyor belt. The conveyor belt will discharge the shingles into the mixing chamber of the drum, not the drying chamber, where aggregate is heated. Shingles are effective against modest fire exposure such as from wooden structural components. As an essentially solid asphalt cement mixed with stone, the likelihood of catching fire is extremely low.

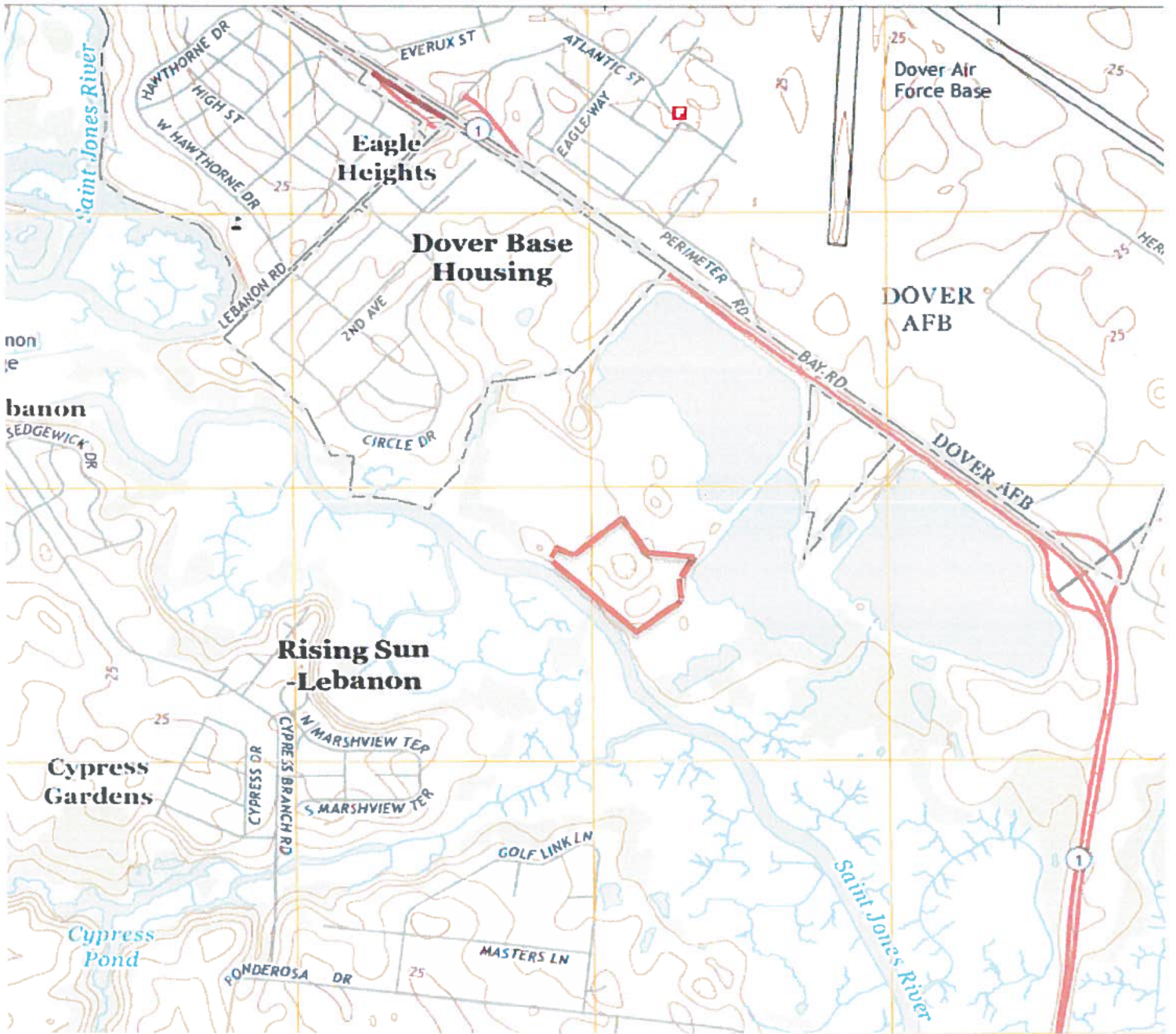
Myers maintains three (3) silos, each with a capacity of 100 tons, for the storage of hot mix asphalt. Frequently we only manufacture the amount of hot mix asphalt that can be used in a day. Hot mix asphalt is not typically stored overnight although the silos are designed for overnight storage and are sometimes used for overnight storage of hot mix asphalt. A site map is included in Attachment 4 of this application.

ATTACHMENT 4
SITE MAP
SITE LOCATION MAP





Shingle Storage



Frederica, DE - USGS Quadrangle - 1:24,000 - 2014



Site Location Map

Dover Asphalt Plant

Kent County

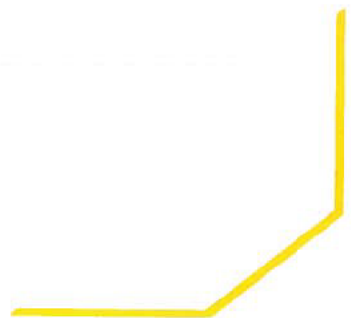
3700 Bay Road

Dover, DE 19901

CHECKLIST ITEM 5

Evidence that the product use will not adversely affect human health and the environment. This may require analyses and other tests.

ATTACHMENT 5
MATERIAL SHEET



MATERIAL INFORMATION SHEET

MIS # 1813 - MINERAL SURFACE FIBERGLASS BASE ASPHALT SHINGLES AND ROLL ROOFING

IMPORTANT: Read this Material Information Sheet before handling or disposing of this product. This product safety information is provided to help our customers with health, safety and/or environmental matters. We have taken reasonable effort to ensure that the test methods and sources for this data are correct and reliable, however, we give no warranty, expressed or implied, regarding its correctness. Since conditions or methods of handling and using this product are beyond our control, we do not assume responsibility and expressly disclaim liability for damages resulting from or connected with the handling, storage, use or disposal of the product.

NOTE: Under government regulations, a MSDS is not required for this material; it is an end use product.

SECTION 1 PRODUCT AND MANUFACTURER'S INFORMATION

Manufacturer/Supplier's

Name: IKO Production Inc.
Address: 120 Hay Road
Wilmington, DE 19809
Emergency Phone: (905) 457-2880 - EXT. 3354
Product Name: Mineral Surface Fiberglass Base Asphalt Shingles and Roll Roofing.
Chemical Name: Not applicable
Trade Name: Shingles, Roofing, Base Sheets, Type IV Ply Sheets, Type 6 Ply Sheets, No. 25 Glass Base Sheet
Chemical Family: Not applicable
Formula: Mixture of asphalt, granular surfacing, inert mineral fillers, bonded to a fiberglass mat.

SECTION 2 PREPARATION INFORMATION

Prepared/Reviewed By: HSE Department
Phone Number: (905) 457-2880 - EXT. 3354
Date: August 3, 2015

SECTION 3 HAZARDOUS INGREDIENTS

Asphalt, traprock dust and/or calcium carbonate, fiberglass, dolomite (no asbestos).

SECTION 4 PHYSICAL DATA

Boiling Point: Not applicable
Specific Gravity: >1.0
Vapor Pressure: Not applicable
Evaporation Rate: Not applicable
Solubility In Water: Insoluble
Appearance: Various colors, sheet material
Odor: Slight petroleum odor

MATERIAL INFORMATION SHEET

MIS # 1813 - MINERAL SURFACE FIBERGLASS BASE ASPHALT SHINGLES AND ROLL ROOFING

SECTION 5 FIRE AND EXPLOSION DATA

<i>Flash Point:</i>	Not applicable
<i>Flammable Limits:</i>	Not applicable
<i>Extinguishing Media:</i>	Dry chemical, carbon dioxide; water fog.
<i>Special Procedures:</i>	Respirators required for firefighting.

SECTION 6 TOXICOLOGICAL PROPERTIES

<i>Exposure Limits:</i>	Not applicable
<i>Primary Route of Exposure:</i>	Skin contact
<i>Exposure Effects:</i>	Possible skin irritation and dermatitis.

WARNING: This product may contain oxidized bitumens. The International Agency for Research on Cancer (the "IARC") published a monograph in 2013 which concluded that "occupational exposure to oxidized bitumens and their emissions during roofing operations are probably carcinogenic to humans." The IARC found that there is "limited evidence" in humans for the carcinogenicity of occupational exposures to bitumens and bitumen emissions during roofing and mastic-asphalt work. The IARC also found that there is "sufficient evidence" in experimental animals for carcinogenicity of fume condensates generated from oxidized bitumen. All other evidence of cancer in humans and experimental animals was judged "inadequate" or "limited." The physical nature of this product may help limit any inhalation hazard from oxidized asphalt during application in its hardened state. However, physical forces such as grinding, drilling and other demolition work on this product may liberate dust containing oxidized asphalt. Burning or heating of the product may cause fumes, vapors or mists.

SECTION 7 REACTIVITY DATA

<i>Stability:</i>	Stable
<i>Polymerization:</i>	Will not occur
<i>Materials to Avoid:</i>	Strong oxidizers
<i>Hazardous Decomposition Products:</i>	CO ₂ , CO.

SECTION 8 PREVENTIVE MEASURES

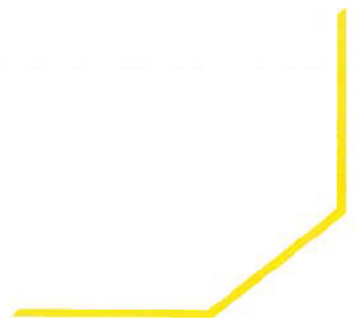
<i>Spill Procedure:</i>	Normal housekeeping
<i>Disposal Procedure:</i>	Follow federal, provincial/state and municipal regulations.
<i>Ventilation:</i>	Not necessary
<i>Respiratory:</i>	Not necessary
<i>Gloves:</i>	Minimize skin contact. Protective gloves may be used when handling material.
<i>Eye Protection:</i>	Use safety glasses or goggles when necessary.
<i>Other:</i>	If contact is unavoidable, wear all necessary protective gear.

SECTION 9 FIRST AID PROCEDURES

Wash hands with soap and water after handling.

ATTACHMENT 6

GEOTECH LETTER –
ACCEPTING SHINGLES



CHECKLIST ITEM 6

Contracts or letters of intent from buyers showing there is a true market
for the product

CHECKLIST ITEM WAIVED BY THE
DEPARTMENT

CHECKLIST ITEM 7

A Conceptual Closure Plan [pursuant to Section 4.4.1 of the DRGSW]



April 29, 2021

Recycling Permit #SW-18/02 Renewal Application
Allan Myers DE, Inc. – Dover
Conceptual Closure Plan

Shingles are staged on an aggregate driveway along with other aggregates, sand and recycled asphalt pavement. The area where shingles are stored will be scraped with a loader bucket or other machine to remove them for inclusion in the hot mix asphalt.

In the unlikely event that manufacturer's waste asphalt shingles remain onsite after operations cease, they will be transported by truck off-site in accordance with the GeoTech quote dated March 22, 2021. The estimated cost to load and process 10,000 tons of manufacturer's waste asphalt shingles from Dover is \$151,000. The letter from GeoTech indicating their willingness to accept manufacturer's waste asphalt shingles is included in Attachment 6 of this application.

Postclosure use is expected to be consistent with surrounding land use.



(302) 353- 9769

April 16, 2021

Mr. Miller:

I appreciate the opportunity to quote your shingle projects.

For the Allan Myers asphalt plant in Georgetown Delaware (22351 Joseph Road Georgetown DE 19947), we would be willing to load, truck, and process 1,500 (one thousand five hundred) tons of asphalt shingles for the sum of \$42,000.00 (forty-two thousand).

For the Allan Myers asphalt plant in Dover Delaware (3700 S. Bay Road Dover, DE 19901), we would be willing to load, truck, and process 10,000 (ten thousand) tons of asphalt shingles for the sum of \$151,000.00 (one hundred fifty-one thousand).

This quote for Allan Myers DE, Inc. and the Delaware Department of Natural Resources and Environmental Control will be valid until March 22, 2026.

Our locations for processing will be as follows:

Revolution Recovery 1101 Lambson Ln, New Castle, DE 19720

Diamond Materials 924 S Heald St, Wilmington, DE 19801

Waste Management Landfill 198 Marsh Lane, New Castle, DE 19720

SECCRA 219 Street Rd, West Grove, PA 19390

Richard S. Burns & Company 4400 Rising Sun Avenue Philadelphia, PA 19140

Should you decide to proceed with either of these projects please let me know and I can have it added to our schedule. If you have any questions or further needs please feel free to reach out and I will do my best to assist you.

Sincerely,

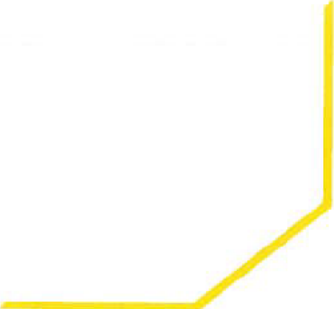
A handwritten signature in black ink, appearing to read 'Tony Esposito', with a long horizontal flourish extending to the right.

Tony Esposito
GeoTech LLC
General Manager

CHECKLIST ITEM 8

Evidence of financial assurance demonstrating financial responsibility
for closure, as described in DRGSW Sec. 4.1.11.2

ATTACHMENT 7
LETTER OF CREDIT





M and T Bank
Trade Finance Operations
1800 Washington Boulevard 8th Floor, MC-MD1-MP37
Baltimore, MD 21230
Tel: Letters of Credit: (410) 244-4475 / 4587
Tel: Collections: (410) 244-4566
SWIFT: MANTUS33INT

**Irrevocable
Standby Letter of Credit No.
SB1855520001**

Beneficiary:

STATE OF DELAWARE, DEPT. OF NATURAL
RESOURCES & ENVIRONMENTAL CONTROL
89 KINGS HIGHWAY
DOVER, DE 19901 United States

Applicant:

ALLAN MYERS DE, INC.
3700 BAY ROAD
DOVER, DE 19901 United States

Date of Issue:

August 06, 2015

Date and Place of Expiry:

August 31, 2016 Issuing BankCounters

Amount:

Not Exceeding USD 153,750.00 One Hundred Fifty Three
Thousand Seven Hundred Fifty and 00/100 United States Dollars

COMPLETE NAME AND ADDRESS OF BENEFICIARY IS:
THE SECRETARY OF THE DEPARTMENT OF NATURAL
RESOURCES AND ENVIRONMENTAL CONTROL
THE STATE OF DELAWARE
89 KNKS HIGHWAY
DOVER, DE 19901

DEAR SIR OR MADAM:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER
SB1855520001 IN YOUR FAVOR, AT THE REQUEST AND FOR THE ACCOUNT OF ALLAN MYERS
DE, INC., 3700 BAY ROAD, DOVER, DE 19901 UP TO THE AGGREGATE AMOUNT OF ONE
HUNDRED FIFTY-THREE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 U.S. DOLLARS
(\$153,750.00), AVAILABLE UPON PRESENTATION OF:

1. YOUR SIGHT DRAFT, BEARING REFERENCE TO THIS LETTER OF CREDIT NO. SB1855520001
AND,
2. YOUR SIGNED STATEMENT READING AS FOLLOWS: 'I CERTIFY THAT THE AMOUNT OF THE
DRAFT IS PAYABLE PURSUANT TO REGULATIONS ISSUED UNDER AUTHORITY OF TITLE 7 OF

THE DELAWARE CODE, CHAPTER 60."

THIS LETTER OF CREDIT IS EFFECTIVE AS OF AUGUST 6, 2015 AND SHALL EXPIRE ON AUGUST 31, 2016, BUT SUCH EXPIRATION DATE SHALL BE AUTOMATICALLY EXTENDED FOR A PERIOD OF ONE YEAR ON AUGUST 31, 2016 AND ON EACH SUCCESSIVE EXPIRATION DATE, UNLESS AT LEAST 120 DAYS BEFORE THE CURRENT EXPIRATION DATE, WE NOTIFY (1) YOU, (2) THE SOLID & HAZARDOUS WASTE MANAGEMENT BRANCH AND (3) ALLAN MYERS DE, INC., BY NATIONALLY RECOGNIZED OVERNIGHT COURIER SERVICE OR UPON RECEIPT IF DELIVERED PERSONALLY, THAT WE HAVE DECIDED NOT TO EXTEND THIS LETTER OF CREDIT BEYOND THE CURRENT EXPIRATION DATE. IN THE EVENT YOU ARE SO NOTIFIED, ANY UNUSED PORTION OF THE CREDIT SHALL BE AVAILABLE, UPON PRESENTATION OF YOUR SIGHT DRAFT, FOR 120 DAYS OR UNTIL THE LETTER OF CREDIT HAS EXPIRED, WHICHEVER IS LATER.

WHENEVER THIS LETTER OF CREDIT IS DRAWN ON UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT, WE SHALL DULY HONOR SUCH DRAFT UPON PRESENTATION TO US AND WE SHALL DEPOSIT THE AMOUNT OF THE DRAFT DIRECTLY INTO THE STANDBY TRUST FUND OF ALLAN MYERS DE, INC. IN ACCORDANCE WITH YOUR INSTRUCTIONS.

THIS STANDBY LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (ISP98), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 AND SUBSEQUENT REVISIONS THEREOF.

VERY TRULY YOURS,

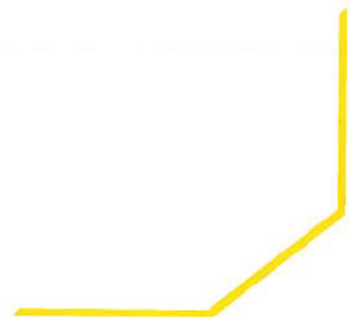
SHARON DIESO
ASSISTANT VICE PRESIDENT

CHECKLIST ITEM 9

Proof that all applicable permits, licenses, and approvals have been obtained or applied for [pursuant to Section 4.4.1 of the DRGSW]

ATTACHMENT 8

AIR PERMIT





STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL

DIVISION OF AIR QUALITY
STATE STREET COMMONS
100 W. WATER STREET, SUITE 6A
DOVER, DELAWARE 19904

ENGINEERING &
COMPLIANCE

PHONE
(302) 739-9402

July 2, 2020

Permit: APC-2012/0154-OPERATION (Amendment 13)(NSPS)(MNSR)(SM)

Allan Myers, Delaware, Inc., 3700 Bay Road, Dover
Asphalt Plant Operation

Allan Myers Materials

638 Lancaster Avenue
Malvern, PA 19355

ATTENTION: Mr. David Schnackenberg
Environmental Manager

Dear Mr. Schnackenberg:

Pursuant to 7 **DE Admin. Code** 1102, Section 2, approval by the Department of Natural Resources and Environmental Control (the Department) is hereby granted for the operation of a 425 ton per hour (TPH) counter-flow drum mixer with a 125 MMBTU/hr Eco Star II Low NO_x Burner and a baghouse including an inertial separator with 1.0 million BTU per hour asphalt heater, 350 HP diesel powered impact crusher including conveyor belts, 110 HP screening deck, and new 73 HP stacking conveyor for the reducing of recycled asphalt pavement (RAP), Fold 'n Go 2612D screener and conveyors, aggregate storage facilities, and 8 storage tanks (two (2) 30,000 gallon storage tanks, one (1) 23,500 gallon storage tank, one (1) 20,000 gallon storage tank, one (1) 12,000 gallon storage tank, one (1) 1,000 gallon storage tank, and one (1) 275 gallon storage tank), for Asphalt Concrete Plant located at Allan Myers, Delaware, Inc. (formerly ICM of Delaware, Inc.), 3700 Bay Road, in Dover, Delaware, in accordance with the application submitted on Forms AQM-1, AQM-2, AQM-3.1, AQM-4.5, AQM-4.6, and AQM-5 dated June 4, 2012, July 23, 2012, August 7, 2012, and August 24, 2012, letter dated April 22, 2013, letter dated May 3, 2013, all signed by Mr. David Schnackenberg, Environmental Engineer, stack test dated September 19, 2013, application submitted on Form Nos. AQM-1, AQM-2, AQM-3.3, AQM-3.9, and AQM-5 and letters, dated January 12, 2012, additional information submitted on January 30, 2012, and February 13 & 20, 2012, the permit amendment requests to remove the water spray dust suppression system submitted on Form No AQM-5 and letters, dated May 18, 2012 and additional information on May 23, 2012, all signed by David Schnackenberg, the increase in annual operation hours up to 600 hours per twelve month rolling period, submitted on Forms AQM-1 and AQM-5 and a letter, dated October 3, 2012, all signed by Mr. David Schnackenberg, stack tests dated September 19, 2013 and October 8, 2013, email dated February 17, 2014 from David Schnackenberg, Environmental Manager, the application for the shingle grinder submitted on Form Nos. AQM-1, AQM-2, AQM-3.1, AQM-3.3, and AQM-5 dated November 26, 2013 signed by David Schnackenberg, and the amended application submitted on Form Nos. AQM-1, AQM-2, AQM-3.1, AQM-3.3, and AQM-5 dated November 26, 2013, AQM-3.3 and AQM-5 dated January 10, 2014, signed by David Schnackenberg, email dated May 23, 2014 from Joanna French, the application for the shingle grinder

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Allan Myers, Delaware, Inc., 3700 Bay Road, Dover

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submitted on Form Nos. AQM-1, AQM-2, AQM-3.1, AQM-3.3, AQM-3.9 and AQM-5 dated October 20, 2014, signed by David Schnackenberg, Environmental Engineer, the amendment request dated April 29, 2015 to change the Company name to Allan Myers DE, Inc. signed by Roxanne Wax, Administrative Assistant, amendment request dated March 20, 2017 to correct emissions for impact crusher and screener, signed by David Schnackenberg, Environmental Manager, amendment request dated May 22, 2017 to contract permitted mobile RAP crushers and screeners to operate at 3700 Bay Road, in Dover, Delaware, signed by David Schnackenberg, Environmental Manager, the application for impactor, screener, and stacker conveyor submitted on Form Nos. AQM-1, AQM-2, AQM-3.3, AQM-3.9 and AQM-5 dated September 22, 2017 signed by David Schnackenberg, the application to replace the impactor and screener submitted on Form Nos. AQM-1, AQM-2, AQM-3.3, AQM-3.9 and AQM-5 dated February 13, 2018 signed by David Schnackenberg, letter dated November 1, 2018 signed by David Schnackenberg, Environmental Manager, and the application for a Fold 'n Go 2612D screener submitted on Forms Nos. AQM-1, AQM-2, AQM-3.3, AQM-3.9, and AQM-5 dated March 7, 2016, email dated March 21, 2017, letter dated October 2, 2018, and letter dated January 14, 2020, all signed by David Schnackenberg, Environmental Manager.

This permit is issued subject to the following conditions all of which are federally enforceable except Conditions 2.13, 3.4, and 3.7:

1. General Provisions

- 1.1 Allan Myers, Delaware, Inc. agrees that all limits, restrictions and requirements in this permit are necessary to limit their potential to emit below major source thresholds. Violation of any limit, restriction or requirement contained herein may be grounds for suspension or revocation of the permit or other enforcement action for noncompliance with the permit, the failure to apply for a Title V permit, or the failure to obtain a Title V permit.
- 1.2 The operational limitations of Conditions 3.1.4 and 3.1.10 are voluntary restrictions to limit NO_x emissions to below the five (5) ton per year applicability threshold of 7 **DE Admin. Code** 1125, Section 4, *Minor New Source Review*. The owner and/or operator shall meet the control technology requirements of 7 **DE Admin. Code** 1125, Section 4, *Minor New Source Review* if an increase in the operational limitations of Conditions 3.1.4 or 3.1.10 results in an increase in NO_x potential to emit above five tons per year.
- 1.3 The operational limitations of Conditions 3.1.3 and 3.1.10 are voluntary restrictions to limit PM_{2.5} emissions to below the five (5) ton per year applicability threshold of 7 **DE Admin. Code** 1125, Section 4, *Minor New Source Review*. The owner and/or operator shall meet the control technology requirements of 7 **DE Admin. Code** 1125, Section 4, *Minor New Source Review* if an increase in the operational limitations of Conditions 3.1.3 or 3.1.10 results in an increase in PM_{2.5} potential to emit above five tons per year.
- 1.4 The operational limitations of Conditions 3.1.20 and 3.1.23 are voluntary restrictions taken by the Company to limit emissions of NO_x and PM_{2.5} to below the five (5) ton per year applicability threshold of 7 **DE Admin. Code** 1125, Section 4, *Minor New Source Review*. The owner and/or operator shall meet the control technology requirements of *Minor New Source Review*, 7 **DE Admin. Code** 1125, Section 4, *Minor New Source Review*, if an increase in the operational limitations of Conditions 3.1.20 and 3.1.23 results in a NO_x or PM_{2.5} potential to emit above five tons per year.
- 1.5 Representatives of the Department may, at any reasonable time, inspect this facility.
- 1.6 This permit may not be transferred to another location or to another piece of equipment or process.

Permit: APC-2012/0154-OPERATION (Amendment 13)(NSPS)(MNSR)(SM)

Allan Myers, Delaware, Inc., 3700 Bay Road, Dover

Asphalt Plant Operation

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- 1.7 This permit may not be transferred to another person, owner, or operator unless the transfer has been approved in advance by the Department. Approval (or disapproval) of the permit transfer will be provided by the Department in writing. A request for a permit transfer shall be received by the Department at least thirty days before the date of the requested permit transfer. This request shall include:
 - 1.7.1 Signed letters from each person stating the permit transfer is agreeable to each person; and
 - 1.7.2 An Applicant Background Information Questionnaire pursuant to 7 Del.C., Chapter 79 if the person receiving the permit has not been issued any permits by the Department in the previous five (5) years.
- 1.8 The owner or operator shall not initiate construction, install, or alter any equipment or facility or air contaminant control device which will emit or prevent the emission of an air contaminant prior to submitting an application to the Department pursuant to 7 **DE Admin. Code** 1102, and, when applicable 7 **DE Admin. Code** 1125, and receiving approval of such application from the Department; except as exempted in 7 **DE Admin. Code** 1102 Section 2.2.

2. Emission Limitations

- 2.1 Air contaminant emission levels from asphalt drum mix dryer and baghouse shall not exceed those specified in the 7 **DE Admin. Code** 1100 and the following:
 - 2.1.1 Total Organic Compounds (TOC) Emissions
TOC emissions shall not exceed 0.03 pound/ton of asphalt produced for natural gas and 0.032 pound/ton of asphalt produced for on spec fuel oil and 9.1 tons per twelve (12) month rolling period.
 - 2.1.2 Nitrogen Oxide (NO_x) Emissions
NO_x emissions shall not exceed 0.024 pound/ton of asphalt produced for natural gas and 0.065 pound/ton of asphalt produced for on spec fuel oil and 9.5 tons per twelve (12) month rolling period.
 - 2.1.3 Sulfur Oxide (SO_x) Emissions
SO_x emissions shall not exceed 0.0034 pound/ton of asphalt produced for natural gas and 0.074 pound/ton of asphalt produced for on-spec fuel oil and 4.94 tons per twelve (12) month rolling period.
 - 2.1.4 Carbon Monoxide (CO) Emissions
CO emissions shall not exceed 0.082 pound/ton of asphalt produced for natural gas and 0.109 pound/ton of asphalt produced for on spec fuel oil and 26.1 tons per twelve (12) month rolling period.
 - 2.1.5 Particulate Matter (PM) Emissions
 - 2.1.5.1 PM emissions shall not exceed 0.03045 pound/ton of asphalt produced for natural gas or on-spec fuel oil and 9.1 tons per twelve (12) month rolling period.
 - 2.1.5.2 PM emissions shall not exceed 0.04 gr/dscf (90 mg/dscm).

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Allan Myers, Delaware, Inc., 3700 Bay Road, Dover

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- 2.2 Air contaminant emission levels from asphalt heater shall not exceed those specified in 7 **DE Admin. Code** 1100 and the following:
 - 2.2.1 Total Organic Compounds (TOC) Emissions
TOC emissions shall not exceed 0.047 ton per rolling 12-month period.
 - 2.2.2 Nitrogen Oxide (NO_x) Emissions
NO_x emissions shall not exceed 0.62 ton per rolling 12-month period.
 - 2.2.3 Sulfur Dioxide (SO₂) Emissions
SO₂ emissions shall not exceed 0.007 ton per rolling 12-month period.
 - 2.2.4 Carbon Monoxide (CO)
CO emissions shall not exceed 0.36 ton per rolling 12-month period.
 - 2.2.5 Particulate Matter (PM) Emissions
PM emissions shall not exceed 0.06 ton per rolling 12-month period.
- 2.3 Air contaminant emission levels from the mobile impact crusher, screener, and stacker conveyor shall not exceed those specified in 7 **DE Admin. Code** 1100 and the following:
 - 2.3.1 Particulate Matter (PM) Emissions
PM emissions shall not exceed 15.35 tons per rolling 12-month period.
 - 2.3.2 Particulate Matter (PM₁₀/PM_{2.5}) Emissions
PM₁₀/PM_{2.5} emissions shall not exceed 6.31 tons per rolling 12-month period.
 - 2.3.3 Nitrogen Oxide (NO_x) Emissions
NO_x emissions shall not exceed 1.74 tons per rolling 12-month period.
 - 2.3.4 Sulfur Dioxide (SO₂) Emissions
SO₂ emissions shall not exceed 0.068 ton per rolling 12-month period.
 - 2.3.5 Carbon Monoxide (CO)
CO emissions shall not exceed 9.06 tons per rolling 12-month period.
 - 2.3.6 Total Organic Compounds (TOC)
TOC emissions shall not exceed 0.54 ton per rolling 12-month period.
- 2.4 Air contaminant emission levels for the contractor's portable RAP crusher and screener shall not exceed those specified in 7 **DE Admin. Code** 1100 and the following:
 - 2.4.1 Nitrogen Oxide (NO_x) Emissions
NO_x emissions shall not exceed 1.26 tons per rolling 12-month period.
 - 2.4.2 Sulfur Dioxide (SO₂) Emissions
SO₂ emissions shall not exceed 0.003 ton per rolling 12-month period.
 - 2.4.3 Carbon Monoxide (CO)
CO emissions shall not exceed 1.24 tons per rolling 12-month period.
 - 2.4.4 Total Organic Compounds (TOC)
TOC emissions shall not exceed 0.48 ton per rolling 12-month period.

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- 2.4.5 Particulate Matter (PM₁₀/PM_{2.5}) Emissions
PM₁₀/PM_{2.5} emissions shall not exceed 0.30 ton per rolling 12-month period.
- 2.4.6 Particulate Matter (PM) Emissions
PM emissions shall not exceed 0.69 ton per rolling 12-month period.
- 2.5 Air contaminant emission levels for the Fold n' Go engine, screen, and conveyors shall not exceed those specified in 7 **DE Admin. Code** 1100 and the following:
 - 2.5.1 Nitrogen Oxide (NO_x) Emissions
NO_x emissions shall not exceed 0.773 ton per rolling 12-month period.
 - 2.5.2 Sulfur Dioxide (SO₂) Emissions
SO₂ emissions shall not exceed 0.050 ton per rolling 12-month period.
 - 2.5.3 Carbon Monoxide (CO)
CO emissions shall not exceed 0.17 ton per rolling 12-month period.
 - 2.5.4 Total Organic Compounds (TOC)
TOC emissions shall not exceed 0.063 ton per rolling 12-month period.
 - 2.5.5 Particulate Matter (PM₁₀/PM_{2.5}) Emissions
PM₁₀/PM_{2.5} emissions shall not exceed 0.65 ton per rolling 12-month period.
 - 2.5.6 Particulate Matter (PM) Emissions
PM emissions shall not exceed 1.8 tons per rolling 12-month period.
- 2.6 Facility wide air contaminant emission levels from the asphalt drum mix dryer and baghouse, asphalt heater, impact crusher, screener, and stacker conveyor, contractor's portable RAP crusher and screener, and Fold 'n Go engine, screener, and conveyors shall not exceed those specified in 7 **DE Admin. Code** 1100 and the following:
 - 2.6.1 Particulate Matter (PM) Emissions
PM emissions shall not exceed 27.00 tons per rolling 12-month period.
 - 2.6.2 Particulate Matter (PM₁₀/PM_{2.5}) Emissions
PM₁₀/PM_{2.5} emissions, not including the drum dryer and asphalt heater, shall not exceed 7.26 tons per rolling 12-month period.
 - 2.6.3 Nitrogen Oxide (NO_x) Emissions
NO_x emissions shall not exceed 13.89 tons per rolling 12-month period.
 - 2.6.4 Sulfur Oxide (SO_x) Emissions
SO_x emissions shall not exceed 5.07 tons per rolling 12-month period.
 - 2.6.5 Carbon Monoxide (CO) Emissions
CO emissions shall not exceed 36.93 tons per rolling 12-month period.
 - 2.6.6 Total Organic Compounds (TOC) Emissions
TOC emissions shall not exceed 10.23 tons per rolling 12-month period.

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Allan Myers, Delaware, Inc., 3700 Bay Road, Dover

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- 2.7 The rolling twelve (12) month period emission limits along with the operational limits of this permit are voluntary limitations taken by the owner or operator to reduce the potential to emit nitrogen oxides to below the major source threshold of 7 **DE Admin Code** 1130.
- 2.8 No person shall cause or allow the emission of particulate matter in excess of 0.3 pound per million BTU heat input, maximum two-hour average, from any fuel burning equipment.
- 2.9 The Company shall not discharge or cause the discharge into the atmosphere from the heating, drying, and mixing operations any gases which exhibit twenty percent (20%) opacity, or greater, from the baghouse stack at all times.
- 2.10 No person shall cause or allow the emission of visible air contaminants and/or smoke from the material transfer to the stockpiles, loading/unloading areas, the crusher/screener/stacker conveyor engine exhaust stacks, and the Fold 'n Go screener engine exhaust stack, the shade or appearance of which is greater than twenty (20%) percent opacity for an aggregate of more than three (3) minutes in any one (1) hour or more than fifteen (15) minutes in any twenty-four (24) hour period.
- 2.11 At no time shall the emissions of visible air contaminants from the facility exceed the following:
 - 2.11.1 Twenty percent (20%) opacity for an aggregate of more than three minutes in any one hour period, or more than 15 minutes in any 24 hour period from the diesel engines and systems for screening, handling, storing, weighing, loading, and transferring.
 - 2.11.2 Ten percent (10%) opacity from the crushing operation's belt conveyor transfer points, except any stockpiles.
 - 2.11.3 Fifteen percent (15%) opacity from the crusher.
 - 2.11.4 Seven percent (7%) opacity from the Fold 'n Go screener and belt conveyor transfer points.
- 2.12 The opacity standards shall apply at all times except during periods of start-up and shutdown.
- 2.13 Odors from this source shall not be detectable beyond the plant property line in sufficient quantities such as to cause a condition of air pollution.

3. Operational Limitations

- 3.1 The owner or operator shall comply with the following operational limits:
 - 3.1.1 Maximum total production rate of Hot Mix Asphalt (HMA) shall not exceed 600,000 tons in any twelve (12) month rolling period.
 - 3.1.2 Maximum total production of HMA while combusting on spec fuel oil shall not exceed 111,000 tons in any twelve (12) month rolling period.
 - 3.1.3 Operating hours for the mobile impact crusher screener shall not exceed 400 hours in any rolling twelve (12) month period.
 - 3.1.4 Operating hours for the stacker conveyor shall not exceed 600 hours in any rolling twelve (12) month period.

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- 3.1.5 Throughput capacity of the stacker conveyor shall not exceed 200 tons per hour.
- 3.1.6 Throughput capacity of the mobile impact crusher and screener shall not exceed 350 tons per hour.
- 3.1.7 Only No. 2 fuel oil shall be used to fire the crusher, screener, and stacker conveyor engines and Fold 'n Go screener engine.
- 3.1.9 The impact crusher shall be powered by a 350 HP diesel engine, the screener shall be powered by a 110 HP diesel engine, and the stacker conveyor shall be powered by a 73 HP engine.
- 3.1.10 No. 2 fuel oil consumption for the 3700 Bay Road, Dover site shall not exceed 4,800 gallons in any rolling twelve (12) month period for the screener and stacker conveyor.
- 3.1.11 The recycled asphalt pavement material process capacity for the contracted impact crusher and screener shall be restricted to 200 tons per hour.
- 3.1.12 Maximum production rate for the hot mix asphalt plant shall not exceed 253 tons/hour with no shingles.
- 3.1.13 The Company shall process only certified, virgin, asbestos-free shingles.
- 3.1.14 The Company shall not use Recycled Asphalt Pavement (RAP) in quantities greater than 45% with no shingles.
- 3.1.15 Maximum production rate for the hot mix asphalt plant shall not exceed 244 tons/hour with up to 6% shingles.
- 3.1.16 The Company shall not use Recycled Asphalt Pavement (RAP) in quantities greater than 25% with shingles.
- 3.1.17 Natural gas and on spec used oil shall be the only fuels fired by the drum dryer.
- 3.1.18 The fuel fired by the asphalt heater shall be limited to natural gas or No. 2 fuel oil.
- 3.1.19 The combined total of RAP processed by on-site crusher/screener service providers such as Stonetech, LLC shall not exceed 40,000 tons in any rolling 12 month period and the material throughput rate shall not exceed a total of three hundred (300) tons per hour.
- 3.1.20 Total operating hours for the Fold 'n Go screener shall not exceed 500 hours in any rolling twelve (12) month period.
- 3.1.21 The recycled asphalt pavement material process capacity of the Fold 'n Go screener shall be restricted to 200 tons per hour.
- 3.1.22 The Fold 'n Go screener shall be powered by a 125 HP diesel engine.
- 3.1.23 No. 2 fuel oil consumption for the Fold 'n Go screener shall not exceed 2,500 gallons per twelve month rolling period.

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- 3.2 At all times, including periods of startup, shutdown, and malfunction, the owner or operator shall, to the extent practicable, maintain and operate the facility including associated air pollution control equipment in a manner consistent with good air pollution control practice for minimizing emissions. Determination of whether acceptable operating procedures are being used will be based on information available to the Department which may include, but is not limited to, monitoring results, opacity observations, review of operating and maintenance procedures, and inspection of the source.
- 3.3 All structural and mechanical components of the equipment or process covered by this permit shall be maintained in proper operating condition.
- 3.4 If, in the opinion of the Department, the operation of this facility causes a condition of air pollution, the Department may require additional emission control measures.
- 3.5 The Company shall, within three (3) weeks of each annual plant start-up, perform a burner tune-up utilizing portable emission monitoring equipment to assist in obtaining optimum burner performance with respect to air emissions.
- 3.6 The sulfur content of the residual "on-spec used oil" shall not exceed 0.5% by weight. All "on-spec used oil" shall meet the "Delaware Regulations Governing Hazardous Waste," Section 279.11 and 40 CFR Part 761.20(e) as specified below and evidenced by fuel oil supplier certifications that include the following:
- 3.6.1 Name, address and telephone number of the supplier.
- 3.6.2 Name, address and telephone number of the Company, and the address where the fuel oil is delivered.
- 3.6.3 The volume of fuel being sold or delivered, and the date of sale or delivery.
- 3.6.4 The type of fuel, and the sulfur content of the fuel as a delivered product, and expressed as one of the following:
- 3.6.4.1 The actual sulfur content in ppm or percent (%) by weight, or
- 3.6.4.2 A statement that certifies the sulfur content of the shipment is equal to or below the applicable limit.
- 3.6.5 The concentration in parts per million (ppm) of arsenic, cadmium, chromium, lead, total halogens, and PCB.
- 3.6.6 The viscosity (SUS @ 100 °F).
- 3.6.7 The flash point (°F).
- 3.6.8 The pH.

Parameter	Limitation
Total Halogens (ppm)	1,000 maximum
pH	>2.0 and <12.5
Flash Point °F	100 minimum
PCB's	Below detectable limit

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Parameter	Limitation
Metals (ppm)	
As	5 maximum
Cd	2 maximum
Cr	10 maximum
Pb	100 maximum

- 3.7 All on-spec used oil shall be supplied by International Petroleum Corporation (IPC), owned by US Filter, Mid States Oil Refining Company of Baltimore, Maryland, or Petroleum Recycling Corporation of Southampton, Pennsylvania. Pre-approval of any additional suppliers is required prior to switching to a supplier not on this list.
- 3.8 On and after July 1, 2016, no person shall offer for sale, sell, deliver, or purchase any fuel having a sulfur content greater than the limit specified in 3.8.1, when such fuel is intended for use in any fuel burning equipment in Delaware, and no person shall use any fuel having a sulfur content greater than the limit specified in 3.8.1 in any fuel burning equipment in Delaware.
- 3.8.1 For a distillate fuel, 15 ppm by weight.
- 3.9 The baghouse and inertial separator shall be operating properly whenever the asphaltic concrete plant is in operation. The baghouse shall be operated with a functional pressure drop gauge and at a pressure drop range of two (2) to seven (7) inches of water column across the baghouse inlet and outlet ductwork.
- 3.10 No person shall cause or allow land clearing, land grading (including grading for roads), excavation, or use of non-paved roads on private property unless methods, such as the application of water or the use of other techniques approved by the Department, are employed to control dust emission.
- 3.11 No person shall cause or allow visible particulate emissions of any material being transported by a motor vehicle.
- 3.12 No person shall cause or allow stockpiling or other storage of material or transport to or from a storage facility in such a manner as may cause a condition of air pollution.
- 3.13 The roads at the facility shall be paved and swept with Department approved equipment on a regular schedule to minimize generation of dust.
- 3.14 Fugitive emissions shall not be emitted in such quantities as to cause or create a condition of air pollution from material-handling operations, the stockpiling of materials or vehicular traffic entering or leaving the facility. Dust control measures shall be employed on all non-paved access roads and driveways to the facility to minimize fugitive emissions from vehicular traffic entering or leaving. Dust control measures shall include methods such as water tanker/sprinkler trucks, water sprinkler systems, dust retardant sprays, etc.
- 3.15 On-site crusher/screener services provided by contractors such as Stonetech, LLC shall not initiate construction or install equipment at this site prior to submitting an application to the Department pursuant to 7 **DE Admin. Code** 1100, and receiving approval of such application for this site from the Department.

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4. Testing and Monitoring Requirements

4.1 By October 8, 2013, and every five years thereafter, the owner or operator shall conduct performance stack test(s), in accordance with Conditions 4.2 and 4.3, and furnish the Department with a written report of the results of such performance tests in accordance with the following general provisions:

4.1.1 One (1) original and two (2) copies of the test protocol shall be submitted a minimum of forty-five (45) days in advance of the tentative test date to the address in Condition 6.3. The tests shall be conducted in accordance with the State of Delaware and Federal requirements.

4.1.2 The test protocol shall be approved by the Department prior to initiating any testing. Upon approval of the test protocol, the Company shall schedule the compliance demonstration with the Source Testing Engineer 30 days prior to scheduled date. The Department must observe the test for the results to be considered for acceptance.

4.1.3 The final results of the testing shall be submitted to the Department within forty-five (45) days of the test completion. One (1) original and one copy of the test report shall be submitted to the addresses below:

Original to:
Engineering & Compliance
Attn: Permitting Engineer
State Street Commons
100 W. Water Street, Suite 6A
Dover, DE 19904

One (1) Copy to:
Engineering & Compliance
Attn: Source Testing Engineer
715 Grantham Lane
New Castle, DE 19720

4.1.4 The final report of the results must meet the following requirements to be considered valid:

4.1.4.1 The full report shall include the emissions test report (including raw data from the test) as well as a summary of the results and a statement of compliance or non-compliance with permit conditions;

4.1.4.2 Summary of Results and Statement of Compliance or Non-Compliance
The owner or operator shall supplement the report from the emissions testing firm with a summary of results that includes the following information:

4.1.4.2.1 A statement that the owner or operator has reviewed the report from the emissions testing firm and agrees with the findings.

4.1.4.2.2 Permit number(s) and condition(s) which are the basis for the compliance evaluation.

4.1.4.2.3 Summary of results with respect to each permit condition.

4.1.4.2.4 Statement of compliance or non-compliance with each permit condition.

4.1.5 The results must demonstrate to the Department's satisfaction that the emission unit is operating in compliance with the applicable regulations and conditions of this permit; if the final report of the test results shows non-compliance the owner

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Allan Myers, Delaware, Inc., 3700 Bay Road, Dover

Asphalt Plant Operation

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or operator shall propose corrective action(s). Failure to demonstrate compliance through the test may result in enforcement action.

- 4.2 The Company shall conduct initial performance testing to establish compliance with the particulate matter standard of 0.04 gr/dscf (90 mg/dscm) while operating on natural gas. The Company shall conduct initial performance testing while firing "on-spec used oil" within 60 days of the first use of "on-spec used oil". Additionally, the Company shall conduct performance testing to demonstrate compliance with the CO, TOC and NO_x emission limitations in Condition 2.1 in accordance with 7 **DE Admin. Code** 1100. The performance testing shall be conducted on representative performance of the hot mix asphalt plant. Representative performance shall be operating the plant at its maximum production rate producing a mix with a RAP percentage of 45%. The Company shall make available to the Department a record of these operating parameters.
- 4.3 The Company shall conduct, except as provided in 40 CFR 60.11(e)(3), opacity observations while operating on "on-spec used oil" and natural gas to establish compliance with the visible emission standard by conducting observations in accordance with 40CFR60 Appendix A Reference Method 9, shall record the opacity of emissions, and shall report to the Department the opacity results (data reduced and not reduced) with proof of current visible observer emission certification along with the results of the performance test required by Condition 4.2.
- 4.4 The Company shall conduct an annual modified Reference Method 9 visible emission test and whenever excess visible emissions are reported on baghouse stack to establish compliance with the visible emissions standard of Condition 2.9 in accordance with 7 **DE Admin. Code** 1120 Section 1.5.3 (i.e., "modified" 40 CFR Part 60 Appendix A Reference Method 9).
- 4.5 The Company shall conduct an annual modified Reference Method 9 visible emission test for the crusher/screener/stacker conveyor engine exhaust stacks to establish compliance with the visible emissions standard of Condition 2.10 in accordance with 7 **DE Admin. Code** 1120 Section 1.5.3 (i.e., "modified" 40 CFR Part 60 Appendix A Reference Method 9).
- 4.6 Annual Visible Emissions Testing for the RAP crusher to maintain compliance with the standards of Condition 2.11:
 - 4.6.1 Compliance shall be determined by conducting observations in accordance with Reference Method 9 in Appendix A of 40 CFR Part 60, with the following additions:
 - 4.6.1.1 The minimum distance between the observer and the emission source shall be 4.57 meters (15 feet).
 - 4.6.1.2 The observer shall, when possible, select a position that minimizes interference from other fugitive emission sources (e.g., road dust). The required observer position relative to the sun (Method 9, Section 2.1) must be followed.
 - 4.6.1.3 For affected facilities using wet dust suppression for PM₁₀ control, a visible mist is sometimes generated by the spray. The water mist must not be confused with PM₁₀ emissions and is not to be considered a visible emission. When a water mist of this nature is present, the observation of emissions is to be made at a point in the plume where the mist is no longer visible.

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- 4.6.2 When determining compliance with the fugitive emissions standard for transfer points for the crusher, the duration of the Method 9 observations may be reduced from 3 hours (thirty 6-minute averages) to 1 hour (ten 6-minute averages) only if the following conditions apply:
 - 4.6.2.1 There are no individual readings greater than ten percent (10%) opacity; and
 - 4.6.2.2 There are no more than three (3) readings of ten percent (10%) for the 1-hour period.
- 4.6.3 When determining compliance with the fugitive emissions standard for the crusher, the duration of the Method 9 observations may be reduced from three (3) hours (thirty 6-minute averages) to one (1) hour (ten 6-minute averages) only if the following conditions apply:
 - 4.6.3.1 There are no individual readings greater than fifteen percent (15%) opacity.
 - 4.6.3.2 There are no more than three (3) readings of fifteen percent (15%) for the 1-hour period.
- 4.7 The Company shall conduct opacity tests to establish compliance with the visible emissions standard of Condition 2.11.4 for the Fold 'n Go screener and transfer points.
 - 4.7.1 Compliance shall be determined by conducting observations in accordance with Reference Method 9 in Appendix A of 40 CFR Part 60, with the following additions:
 - 4.7.1.1 The minimum distance between the observer and the emission source shall be 4.57 meters (15 feet).
 - 4.7.1.2 The observer shall, when possible, select a position that minimizes interference from other fugitive emission sources (e.g., road dust). The required observer position relative to the sun (Method 9, Section 2.1) must be followed.
 - 4.7.2 When determining compliance with the fugitive emissions standard for the screener and conveyor transfer points, the duration of the Method 9 observations shall be 30 minutes (five 6-minute averages).
 - 4.7.3 The owner or operator shall demonstrate compliance with Condition 2.11.4 by conducting a repeat performance test (visible emissions) according to 40 CFR Part 60 §60.11 and §60.675 of Subpart OOO within five (5) years from the previous performance test for fugitive emissions from the screener and conveyors without water sprays.
- 4.8 The following applies to visible emission tests for the recycled asphalt pavement material transfer to the stockpile and loading/unloading:
 - 4.8.1 The Company shall conduct a daily survey during daylight hours when the equipment is in operation to detect the presence or absence of visible emissions according to the following procedure:

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- 4.8.1.1 "Survey of emission point for the presence or absence of visible emissions" shall be defined as a minimum period of five (5) consecutive minutes. The survey of the emission units concurrently is acceptable provided all emission points are easily observable from the observer's position.
- 4.8.1.2 The detection of the presence or absence of visible emissions shall be in accordance with the procedures of EPA Reference Method 22 (40 CFR 60, Appendix A) paragraphs 4 and 5.
- 4.8.1.3 If visible emissions are observed from an emission point for three (3) consecutive minutes during a survey, the observation shall be stopped and corrective actions per Condition 4.8.2 shall be taken.
- 4.8.1.4 The procedure does not require that the opacity of the emissions be determined. Since this procedure requires only the determination of whether a visible emission occurs and does not require the determination of opacity levels, observer certification according to the procedures of EPA Reference Method 9 (40 CFR 60, Appendix A) are not required. However, it is necessary that the observer is educated on the general procedures for determining the presence of visible emissions. At a minimum, the observer must be trained and knowledgeable regarding the effects on visibility of emissions caused by background contrast, ambient lighting, observer position relative to lighting, wind, and the presence of uncombined water (condensing water vapor).
- 4.8.2 If visible emissions are observed, the Company must identify and correct the cause of the excess emissions within forty-eight (48) hours. If the problem is not corrected, the Company must call the Department.
- 4.9 The Department may conduct or contract a performance test whenever it concludes that such test is necessary to determine compliance.
- 4.10 The Department reserves the right to require the Company to perform stack emissions tests using methods approved in advance by the Department in order to demonstrate compliance with emission limits and visible emissions.
- 4.11 Sulfur concentrations of residual fuels and distillate fuels shall be determined by the following method:
 - 4.11.1 The standard ASTM method D2622-10 "Standard Test Method for Sulfur in Petroleum Products by Wavelength Dispersive X-Ray Fluorescence Spectrometry," or
 - 4.11.2 Any alternative method specified in Title 40, CFR Part 80, Section 580 (July 2012 edition), or
 - 4.11.3 Any alternative method approved by the Department and EPA.
- 4.12 As an alternative to 4.11 for distillate fuels, the owner or operator may have the fuel in the associated storage tank certified by a third party laboratory after each shipment of fuel. This certification shall identify the percentage of sulfur (by dry weight basis) and the method used to determine the sulfur content.

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5. Record Keeping Requirements

- 5.1 The owner or operator shall maintain all records necessary for determining compliance with this permit in a readily accessible location for five (5) years and shall make these records available to the Department upon written or verbal request.
- 5.2 The following information shall be recorded, initialed and maintained in a logbook:
 - 5.2.1 The percentage of RAP by weight based on daily tonnage.
 - 5.2.2 The percentage of virgin waste asphalt shingles by weight based on daily tonnage.
 - 5.2.3 Documentation for each shipment of shingles that includes the source of the shingles and certification that only virgin, asbestos-free shingles are being used.
 - 5.2.4 The total amount of HMA produced in tons on an hourly (based on daily tonnage), a daily, a monthly, and a rolling twelve (12) month basis.
 - 5.2.5 Each day, the type of fuel (on-spec used oil or natural gas) used to fire the dryer burner.
 - 5.2.6 Monthly, the amount of fuel used.
 - 5.2.7 Daily pressure drop readings as measured across the inlet and outlet ductwork of the baghouse whenever the asphalt plant is in operation.
 - 5.2.8 Dates and descriptions of inspections and maintenance performed on the baghouse.
 - 5.2.9 The occurrence and duration of any start-up, shutdown, or malfunction in the operation of the hot mix asphalt plant.
 - 5.2.10 The occurrence and duration of any malfunction of the baghouse.
 - 5.2.11 Each year, the annual plant start-up date and the date of performance of the annual burner tune-up.
 - 5.2.12 With each delivery of No. 2 fuel oil into the storage tanks, records of the fuel supplier certification for each delivery that contain the following information:
 - 5.2.12.1 Name, address and telephone number of the supplier.
 - 5.2.12.2 Name, address and telephone number of the Company, and the address where the fuel oil is delivered.
 - 5.2.12.3 The volume of fuel being sold or delivered, and the date of sale or delivery.
 - 5.2.12.4 The type of fuel, and the sulfur content of the fuel as a delivered product, and expressed as one of the following:
 - 5.2.12.4.1 The actual sulfur content in ppm or percent (%) by weight, or

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- 5.2.12.4.2 A statement that certifies the sulfur content of the shipment is equal to or below the applicable limit.
- 5.2.13 As an alternative to Condition 5.2.12, the owner or operator may have the distillate fuel in the associated storage tank certified by a third party laboratory after each shipment of fuel. This certification shall identify the percentage of sulfur (by dry weight basis) and the method used to determine the sulfur content.
- 5.2.14 Daily compliance inspection of the plant pursuant to Conditions 2.11 and 3.10 through 3.14.
- 5.2.15 Daily visible emissions check on baghouse stack exhaust and compliance with Condition 4.4 whenever excess visible emissions are reported.
- 5.2.16 Tons of RAP processed by on-site crusher/screener contracted services on a daily, monthly, and twelve (12) month rolling basis.
- 5.2.17 The dates when on-site crusher/screener contracted services are installed and removed from the 3700 Bay Road location.
- 5.3 The following information pertaining to the impact crusher, screener, and stacker conveyor shall be recorded, initialed and maintained in a log book each day:
 - 5.3.1 The total operating hours.
 - 5.3.2 Production capacity (TPH) of RAP material processed.
 - 5.3.3 Visible emissions and corrective actions.
 - 5.3.4 A statement that proper fugitive dust control measures are properly employed.
- 5.4 The following information pertaining to the screener and stacker conveyor shall be recorded, initialed, and maintained in a log each month:
 - 5.4.1 Monthly and rolling twelve (12) month total operating hours.
 - 5.4.2 Monthly and rolling twelve (12) month total No. 2 fuel oil consumption.
- 5.5 The following information shall be recorded, initialed and maintained in a log each day for the Fold 'n Go screener:
 - 5.5.1 The total operating hours.
 - 5.5.2 Production capacity (TPH) of RAP material processed.
 - 5.5.3 Visible emissions and corrective actions.
 - 5.5.4 Statements that proper dust control measures are properly employed.
- 5.6 The following information shall be recorded, initialed and maintained in a log each month for the Fold 'n Go screener:
 - 5.6.1 Monthly and rolling 12-month total operation hours.

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Allan Myers, Delaware, Inc., 3700 Bay Road, Dover

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- 5.6.2 Monthly and rolling twelve month total No. 2 fuel oil consumption.
- 5.7 The following information shall be maintained in a file:
 - 5.7.1 An as-built piping drawing showing the fuel supply line(s) to the dryer burner from its fuel source(s).
 - 5.7.2 The manufacturer's recommended inspection and maintenance schedule for the baghouse.
 - 5.7.3 Performance testing measurements, stack testing measurements conducted for compliance demonstrations, stack testing measurements conducted for Department determination purposes, and process and control equipment operating parameters sustained during stack testing.
 - 5.7.4 All opacity observations conducted for compliance demonstration and observer certification in compliance with Conditions 4.3, 4.4, 4.5, 4.6, and 4.7.
 - 5.7.5 The dimensions of and an analysis showing the capacity of each storage tank over its lifetime.
 - 5.7.6 Fuel supplier certification of the parameters specified in Condition 3.6 for each delivery of on-spec used oil.
 - 5.7.7 Documentation showing that the annual tune-up of the burner was conducted in accordance with Condition 3.5.
 - 5.7.8 Documentation for each shipment of shingles that includes the source of the shingles and certification that only virgin, asbestos-free shingles are being used.
 - 5.7.9 A copy of the operating permit for on-site crusher/screener contracted services.
 - 5.7.10 The Company shall submit to the Department and maintain a copy of the fugitive dust control measure plan on-site.
 - 5.7.11 Occurrence and duration of any startup, shutdown, or malfunction in the operation of the Fold 'n Go screener and conveyor belts.
- 5.8 A maintenance/inspection log shall be maintained detailing all routine and non-routine maintenance performed, including air pollution control equipment.
- 5.9 The rolling twelve (12) month total emissions of the drum mix dryer, asphalt heater, crusher/screener/stacker conveyor, Fold 'n Go screener, and on-site crusher/screener contracted services shall be calculated and recorded each month in a log for each of the following pollutants. These emissions shall be included in the facility-wide emissions.
 - 5.9.1 Particulate Matter (PM₁₀/PM_{2.5}) Emissions (crusher/screener/stacker, contracted RAP crusher/screener and Fold 'n Go screener only).
 - 5.9.2 Particulate Matter (PM) Emissions.
 - 5.9.3 Nitrogen Oxide (NO_x) Emissions.

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- 5.9.4 Sulfur Oxide (SO_x) Emissions.
- 5.9.5 Carbon Monoxide (CO) Emissions.
- 5.9.6 Total Organic Compound (TOC) Emissions.

6. Reporting Requirements

- 6.1 Emissions in excess of any permit condition or emissions which create a condition of air pollution shall be reported to the Department immediately upon discovery by calling the Environmental Emergency Notification and Complaint number, (800) 662-8802.
- 6.2 In addition to complying with Condition 6.1 of this permit, any reporting required by 7 **DE Admin. Code 1203 "Reporting of Discharge of a Pollutant or an Air Contaminant,"** and any other reporting requirements mandated by the State of Delaware, the owner or operator shall for each occurrence of excess emissions, within thirty (30) calendar days of becoming aware of such occurrence, supply the Department in writing with the following information:
 - 6.2.1 The name and location of the facility.
 - 6.2.2 The subject source(s) that caused the excess emissions.
 - 6.2.3 The time and date of the first observation of the excess emissions.
 - 6.2.4 The cause and expected duration of the excess emissions.
 - 6.2.5 For sources subject to numerical emission limitations, the estimated rate of emissions (expressed in the units of the applicable emission limitation) and the operating data and calculations used in determining the magnitude of the excess emissions.
 - 6.2.6 The proposed corrective actions and schedule to correct the conditions causing the excess emissions.
- 6.3 The owner or operator shall submit to the Department and EPA the following information about any replacement facilities or any new equipment:
 - 6.3.1 For an impact crusher operation:
 - 6.3.1.1 The rated capacity in tons per hour of the existing facility being replaced.
 - 6.3.1.2 The rated capacity in tons per hour of the replacement equipment.
 - 6.3.2 For a screening operation:
 - 6.3.2.1 The total surface area of the top screen of the existing screening operation being replaced.
 - 6.3.2.2 The total surface area of the top screen of the replacement screening operation.
 - 6.3.3 For a conveyor belt:

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Allan Myers, Delaware, Inc., 3700 Bay Road, Dover

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6.3.3.1 The width of the existing belt being replaced.

6.3.3.2 The width of the replacement conveyor belt

- 6.4 Each document submitted to the Department/EPA pursuant to this permit shall be sent to the following addresses:

State of Delaware- DNREC Division of Air Quality State Street Commons 100 W. Water Street, Suite 6A Dover, DE 19904 Attn: Director	Section Chief U.S. Environmental Protection Agency Region III Enforcement and Compliance Assurance Division Air Section (3ED21) 1650 Arch Street Philadelphia, PA 19103-2029
No. of Originals: 1 & No. of Copies: 1	No. of Copies: 1

- 6.5 The Company shall provide written notification to the Department at least 5 calendar days prior to each move of the impact crusher/screener/stacker conveyor from one approved site to another approved site.
- 6.6 The Company shall provide written notification to the Department at least 15 calendar days prior to each move of the Fold 'n Go screener equipment from one approved site to another approved site.

7. Administrative Conditions

- 7.1 This Permit supersedes **Permit: APC-2012/0154-OPERATION (Amendment 12)(NSPS)(MNSR)(SM)** dated June 4, 2019.
- 7.2 This permit shall be made available on the premises.
- 7.3 Failure to comply with the provisions of this permit may be grounds for suspension or revocation.

Sincerely,



Angela D. Marconi, P.E., BCEE
Program Manager
Engineering & Compliance Branch

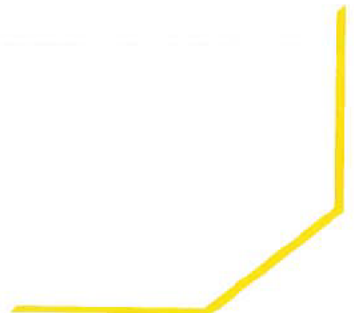
ADM:JLF:MAS

F:\EngAndCompliance\MAS\mas20070.doc

pc: Dover Title V File
Melanie Smith

ATTACHMENT 9

NPDES PERMIT AND EXTENSION LETTER





STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES &
ENVIRONMENTAL CONTROL
DIVISION OF WATER RESOURCES
89 KINGS HIGHWAY
DOVER, DELAWARE 19901

SURFACE WATER DISCHARGES SECTION

TELEPHONE: (302) 739-9946
FACSIMILE: (302) 739-8369

**AUTHORIZATION TO DISCHARGE UNDER THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
GENERAL STORM WATER PERMIT PROGRAM**

Mr. David Schnackenberg
ICM of Delaware, Inc.
638 Lancaster Avenue
Malvern, PA 19355

RE: NPDES Storm Water Permit Coverage – Bay Road, Dover

Dear Mr. Schnackenberg:

This letter acknowledges receipt and approval of the completed Notice of Intent (NOI) form submitted for NPDES Storm Water Permit Coverage under the State of Delaware Regulations Governing Storm Water Discharges Associated with Industrial Activities, Part 1, Baseline General Permit. Permit coverage for the facility began on March 17, 2009 and expires on March 16, 2014.

In compliance with the provisions of the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 (33 U.S.C. 1251 et seq.), and pursuant to the provisions of 7 Del. C. 6003, **ICM of Delaware, Inc. – Bay Road, Dover** is authorized to discharge storm water to a surface waterbody of the State.

All permit conditions are set forth in the State of Delaware Regulations Governing Storm Water Discharges Associated with Industrial Activities, Part 1, Baseline General Permit. Specifically, please refer to Sections 9.1.4 (Monitoring) and 9.1.5 (Storm Water Plan) of the Regulations.

Should you have any questions or require further assistance, please contact Steve Mann of my staff at (302) 739-9946.

R. Peder Hansen, P.E.
Program Manager
Surface Water Discharges Section
Division of Water Resources, DNREC
F:\NPDES\SMM\smm09073.doc

5/13/09

Date Signed



STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES AND
ENVIRONMENTAL CONTROL
DIVISION OF WATER
89 KINGS HIGHWAY
DOVER, DELAWARE 19901

SURFACE WATER
DISCHARGES SECTION

PHONE: (302) 739-9946
FAX: (302) 739-8369

**CONTINUED AUTHORIZATION TO DISCHARGE UNDER THE NATIONAL
POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
INDUSTRIAL STORM WATER GENERAL PERMIT PROGRAM**

January 15, 2014

ICM of Delaware Inc., Dover
Jay Miller
638 Lancaster Avenue
Malvern, PA 19355

RE: Continued Authorization to Discharge Under the National Pollutant Discharge Elimination System (NPDES) Storm Water General Permit Program at ICM of Delaware Inc., Dover

Dear Mr. Miller:

The Department of Natural Resources and Environmental Control (DNREC) has received your request for continued coverage under the NPDES Storm Water General Permit Program for storm water discharges from the facility located at 3700 So. Bay Rd, Dover, DE 19903. This letter serves as an extension of authorization to discharge storm water from the above-referenced facility in compliance with 7 Del. Admin. C. §7201 of the State of Delaware "Regulations Governing Storm Water Discharges Associated with Industrial Activities", to a surface water body of the state.

Continuation of permit coverage began on 1/15/2014 and will be in effect until such time that a new NPDES Industrial Storm Water General Permit is issued within the State of Delaware. Upon issuance of a new Industrial Storm Water General Permit, you will be required to submit a new Notice of Intent (NOI) form to the Department in order to continue permit coverage. The schedule for this NOI submission will be outlined in the new Industrial Storm Water General Permit once issued and communicated to you. Under no circumstances shall this authorization extend beyond five years.

Any changes in facility operations or contact information will require the Storm Water Plan (SWP) for this facility to be amended. A signed copy of the SWP must be maintained at the facility at all times. NOI forms and other resources can be found online at:

<http://www.wr.dnrec.delaware.gov/Information/SWDInfo/Pages/SWDSStormWater.aspx>.

Please maintain this approval on file at the facility at all times. If you have any questions or require further assistance, please contact me or Bill Tanner at (302) 739-9946 or by e-mail at Jennifer.Roushey@state.de.us or Bill.Tanner@state.de.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Jennifer S. Roushey".

Jennifer S. Roushey
Program Manager
Surface Water Discharges Section

Delaware's good nature depends on you!



STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES AND
ENVIRONMENTAL CONTROL
DIVISION OF WATER
89 KINGS HIGHWAY
DOVER, DELAWARE 19901

SURFACE WATER
DISCHARGES SECTION

PHONE: (302) 739-9946
FAX: (302) 739-8369

**CONTINUED AUTHORIZATION TO DISCHARGE UNDER THE NATIONAL
POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
INDUSTRIAL STORM WATER GENERAL PERMIT PROGRAM**

March 28, 2019

Allan Myers Materials, Inc., Dover
Jay Miller
638 Lancaster Avenue
Malvern, PA 19355

RE: Continued Authorization to Discharge Under the National Pollutant Discharge Elimination System (NPDES) Storm Water General Permit Program at Allan Myers Materials, Inc., Dover

Dear Mr. Miller:

The Department of Natural Resources and Environmental Control (DNREC) has received your request for continued coverage under the NPDES Storm Water General Permit Program for storm water discharges from the facility located at 3700 Bay Rd, Dover, DE 19903. This letter serves as an extension of authorization to discharge storm water from the above-referenced facility in compliance with 7 Del. Admin. C. §7201 of the State of Delaware "Regulations Governing Storm Water Discharges Associated with Industrial Activities", to a surface water body of the state.

Continuation of permit coverage began on 3/28/2019 and will be in effect until such time that a new NPDES Industrial Storm Water General Permit is issued within the State of Delaware. Upon issuance of a new Industrial Storm Water General Permit, you will be required to submit a new Notice of Intent (NOI) form to the Department in order to continue permit coverage. The schedule for this NOI submission will be outlined in the new Industrial Storm Water General Permit once issued and communicated to you. Under no circumstances shall this authorization extend beyond five years.

Any changes in facility operations or contact information will require the Storm Water Plan (SWP) for this facility to be amended. A signed copy of the SWP must be maintained at the facility at all times. NOI forms and other resources can be found online at:

<http://www.wr.dnrec.delaware.gov/Information/SWDInfo/Pages/SWDSStormWater.aspx>.

Please maintain this approval on file at the facility at all times. If you have any questions or require further assistance, please contact me or Bill Tanner at (302) 739-9946 or by e-mail at Nicole.Smith@state.de.us or Bill.Tanner@state.de.us.

Sincerely,

Nicole L. Smith
Program Manager
Compliance and Enforcement Branch

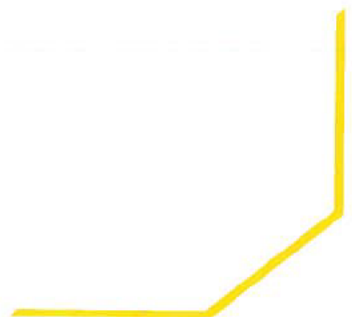
Delaware's good nature depends on you!

CHECKLIST ITEM 10

Background statement [pursuant to **7 Del. C. Chapter 79**]

ATTACHMENT 10

ENVIRONMENTAL BACKGROUND STATEMENT





DELAWARE DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL ("DNREC")

ENVIRONMENTAL PERMIT APPLICATION
BACKGROUND STATEMENT

Pursuant to 7 Del. C. Chapter 79

FILING STATUS:

This Background Statement is being filed with DNREC because:

- 1. It is an initial application for a new permit (or permits) and the applicant or applicant company has not held a permit issued by DNREC for a period of 5 or more years [See 7 Del. C. § 7902(a) and (b)];
- 2. It is required on an annual basis because the applicant or applicant company has been designated a chronic violator pursuant to 7 Del. C. § 7904 [See 7 Del. C. § 7902(a)(7) and (b)(2)]; or
- 3. It is required on an annual basis as the applicant or applicant company has been found guilty, pled guilty or no contest to any crime involving violation of environmental standards which resulted in serious physical injury or serious harm to the environment as defined in 7 Del. C. § 7902(c) [See 7 Del. C. § 7902(a)(7) and (b)(2)].

✓ Permit renewal application

APPLICANT OR APPLICANT COMPANY'S NAME OR COMPANY'S NAME FILING STATEMENT	Allan Myers DE, Inc.
DATE OF APPLICATION OR DATE OF STATEMENT	
PERMIT(S) BEING APPLIED FOR OR STATEMENT FOR FILING STATUSES 2 OR 3	<input checked="" type="checkbox"/> Permit Type(s) <u>Recycling Permit #SW-18/02</u> <input type="checkbox"/> Statement for filing Statuses 2 or 3—If filing under these statuses, attach a statement of the date of designation as Chronic Violator or the date of Conviction/Plea.
OTHER DNREC PERMITS HELD	<input type="checkbox"/> N/A – No other permits held with DNREC <input checked="" type="checkbox"/> List of all DNREC permits currently held with dates of issuance and expiration attached. <u>Permit copies attached</u>

ENVIRONMENTAL PERMIT APPLICATION BACKGROUND STATEMENT

Please note: Companies filing statements pursuant to Chapter 79 have the right to identify information to be afforded confidential status pursuant to 7 Del. C. § 7903(b) and the requirements set forth in Section 6, "Requests for Confidentiality" of the DNREC *Freedom of Information Act Regulation*.

PROVIDING ALL OF THE INFORMATION REQUESTED IN THIS FORM SATISFIES THE REQUIREMENTS OF 7 DEL. C. CHAPTER 79 ("ENVIRONMENTAL PERMIT APPLICATION BACKGROUND STATEMENT") UNLESS THE DELAWARE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL ("DNREC") OR THE DELAWARE DEPARTMENT OF JUSTICE DETERMINES THAT ADDITIONAL SUBMISSIONS ARE NECESSARY. FAILURE TO PROVIDE THE INFORMATION REQUESTED OR PROVIDING ERRONEOUS INFORMATION IS GROUNDS FOR DENYING OR REVOKING AN ENVIRONMENTAL PERMIT/APPROVAL/LICENSE, AND FOR CIVIL AND/OR CRIMINAL PENALTIES.

A. (Authority - 7 Del. C. § 7902(a)(1&2) & § 7905) Attach a complete list (full names) of all current members of the applicant company's board of directors, all current corporate officers, all persons owning more than 20% of the applicant's stock or other resources, all subsidiary/affiliated companies with type of business performed, street addresses, all parent companies with addresses, all companies with which the applicant's company shares two or more members of the board of directors, and the name(s) of the person(s) serving as the applicant's local chief operating officer(s) with respect to each facility covered by the permit in question or for the statement required for filing Statuses 2 or 3. [Note: For companies that do not have a *facility* located in Delaware, no listing for the local chief operating officer(s) is required].

- Information attached
- Information attached, except for local chief operating officer as there is no facility located in the State of Delaware.

B. (Authority - 7 Del. C. § 7905) Please check one of the following selections below, showing type of ownership for the applicant or applicant/statement company:

- Proprietorship List the state, county, book record and page number where the certificate is found (Attach hereto).
- Partnership List the state, county, book record and page number where the certificate is found (Attach hereto).
- Corporation (LLCs included) List the city, state, date of incorporation, corporation file number, current corporate standing, registered agent, and address of the registered agent (Attach hereto).
- Municipality
- Public Institution/
Government Agency
- Other _____

C. (Authority - 7 Del. C. § 7902(a)(3) & § 7905) Have any of the following been issued to or agreed to by the applicant or applicant/statement company, any employee, person, entity, or subsidiary/affiliated company, specified in response to Item A, for violation of any environmental statute, regulation, permit, license, approval, or order, regardless of the state in which it occurred, during the five years prior to the date of this application/statement

OFFENSE	YES	NO
Notice of Violation(s)	X	
Administrative Order(s)	X	
Administrative Penalty(ies)		X
Civil Action(s)	X	
Civil Penalty(ies)		X
Civil and/or Administrative Settlement Agreement(s)		X
Permit/License/Approval Revocation		X
Arrest(s)		X
Conviction(s)		X
Criminal Penalty(ies)		X
Criminal Plea Bargain		X

D. (Authority - 7 Del. C. § 7902(a)(3), (a)(4) & § 7905) If you answered "yes" to any of the actions listed in Item C above for the applicant or applicant company or any other person identified in Item A, attach a description of the incidents or events leading to the issuance of each action, regardless of the state in which it occurred, for the 5 years prior to the date of the statement, and the disposition of each action, what state the action/offense occurred in, and any actions that have been taken to correct the violations that led to such enforcement action.

- N/A
- Information attached

E. (Authority - 7 Del. C. § 7902(a)(5) & § 7905) Attach a description of any felony or other criminal conviction for a crime involving harm to the environment or violation of environmental standards of any person or entity identified in Item A above that resulted in a fine greater than \$1,000 or a sentence longer than 7 days, regardless of whether such fine or sentence was suspended.

- N/A
- Description attached

F. (Authority - 7 Del. C. § 7902(a)(6) & § 7905) Attach copies of any and all settlements of environmental claims involving the applicant, associated with actions identified in response to Item D above, whether or not such settlements were based on agreements where the applicant did not admit liability for the action.

- N/A
- Information attached

Items for Filing Statuses 2 or 3 Only

G. (Authority - 7 Del. C. § 7902(a)(7) and § 7905) If the applicant or applicant/statement company has been found guilty, pled guilty or no contest, to any crime involving violation of environmental standards which resulted in serious physical injury or serious harm to the environment attach a summary of the events involved and a copy of the disposition of the action (See 7 Del. C. § 7902(c) for definitions of "serious physical injury" or "serious harm to the environment" before answering this question.)

- N/A
 Yes – Information Attached.

H. (Authority - 7 Del. C. § 7902(a)(8)) – If the applicant or applicant/statement company has been designated a chronic violator under 7 Del. C. § 7904, a detailed written report from an independent inspector who has inspected the applicant's premises for the purpose of detecting potential safety and environmental hazards to employees and the surrounding community. The Secretary may waive the duty to submit a detailed written report upon a showing of good cause by the applicant. A showing by the applicant that the acts which caused it to be designated as a chronic violator did not jeopardize public health shall constitute "good cause" under this paragraph.

I. (Authority - 7 Del. C. § 7902(a)(7)) – If the applicant or applicant/statement company has been designated a chronic violation under § 7904 of this Title, **OR** has been found guilty or pled no contest to any crime involving violation of environmental standards which resulted in serious physical injury or serious harm to the environment, a statement made under oath by the applicant or applicant/statement company's local chief operating officer with respect to the facilities covered by the permit, stating that: (a) disclosures made by the applicant/reporting company under federal and state environmental statutes and regulations during the preceding calendar year have been, to the chief operating officer's knowledge, complete and accurate, and (b) that the facility has implemented policies, programs, procedures, standards or systems reasonably designated, in light of the size, scope, and nature of facility operations to detect and promptly correct any noncompliance with state environmental statutes and regulations. The statement filed pursuant to this paragraph shall include an acknowledgement by the affiant that intentionally false statements submitted in compliance with this paragraph constitute criminal perjury as defined at 11 Del. C. §§1221-1222.

STATE OF DELAWARE – DEPT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
ENVIRONMENTAL PERMIT BACKGROUND STATEMENT

CERTIFICATION

I HEREBY CERTIFY THAT I HAVE READ THE PRECEDING SUBMISSION, HAVE PROVIDED ALL OF THE INFORMATION REQUESTED, AND THAT ALL OF THE INFORMATION PROVIDED IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

David Schnackenberg DATE: 11-16-2020
SIGNATURE—APPLICANT OR
OFFICER OF APPLICANT / STATEMENT COMPANY

NAME: David Schnackenberg

TITLE: Senior Environmental Manager

COMPANY NAME: Allan Myers DE, Inc.

ADDRESS: 638 Lancaster Avenue
Malvern, PA 19355

TELEPHONE: 610-222-3182

FAX NUMBER: _____

REGISTERED AGENT NAME: The Corporation Trust Company

ADDRESS: 1209 Orange St., Wilmington, DE 19801

TELEPHONE: 302-658-7581

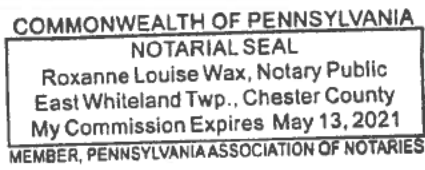
FAX NUMBER: 302-655-2480

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 16th DAY OF
November, 2020.

Roxanne Louise Wax
NOTARY PUBLIC SIGNATURE (SEAL)

Roxanne Louise Wax
PRINTED NAME OF NOTARY PUBLIC

Pennsylvania / Chester
STATE / COUNTY



MY COMMISSION EXPIRES ON: May 13, 2021

ALLAN MYERS DE, INC.

**Written Consent of the Board of Directors
to Action Taken Without a Meeting**

The undersigned, being the sole member of the Board of Directors of Allan Myers DE, Inc., a Delaware Corporation, (the "Corporation"), does hereby consent, in writing, to the adoption of the following resolutions, without the necessity of convening a meeting pursuant to Section 141 (f) of the Delaware General Corporate Law.

WHEREAS, certain permits, authorizations and consents are required from time to time to operate the facilities that are managed by the Corporation in accordance with applicable laws and regulations (collectively, "Authorizations").

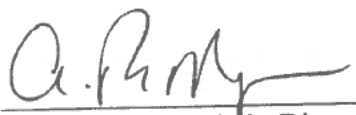
WHEREAS, in order to secure and maintain such Authorizations, local, state and federal agencies with jurisdiction over the facilities of the Corporation require the Corporation to issue periodic certifications, reports and other documents which are legally binding on the Corporation.

WHEREAS, the Board of Directors has determined that it is in the best interests of the Corporation for Mark Carroll, Curtis Hall and David Schnackenberg to sign such periodic certifications, reports and other documents which are legally binding on the Corporation.

NOW THEREFORE, BE IT RESOLVED THAT:

1. Mark Carroll, Curtis Hall and David Schnackenberg be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation, to execute and deliver all periodic certifications, reports and other documents which are legally binding on the Corporation, to the extent any of the foregoing are required by local, state and/or federal agencies in order for the Corporation to maintain any of its Authorizations.
2. Any and all actions taken by the Corporation prior to the adoption of these resolutions that are within the authority conferred in the foregoing resolutions be, and the same hereby are, ratified, confirmed and approved in all respects.

Witness the due execution hereof this 9th day of January 2018.

By: 
A. Ross Myers, Sole Director

State Of Delaware

Entity Details

11/18/2020 2:13:01PM

File Number: 4091292

Incorporation Date / Formation Date: 1/9/2006

Entity Name: ALLAN MYERS DE, INC.

Entity Kind: Corporation

Entity Type: General

Residency: Domestic

State: DELAWARE

Status: Good Standing

Status Date: 8/6/2008

Registered Agent Information

Name: THE CORPORATION TRUST COMPANY

Address: CORPORATION TRUST CENTER 1209 ORANGE ST

City: WILMINGTON

Country:

State: DE

Postal Code: 19801

Phone: 302-658-7581

ALLAN MYERS DE, INC.

Environmental Permit Application Background Statement

Part A - Applicant Company's Board of Directors

CEO	A. Ross Myers
President	Dale R. Wilson
Executive Vice President	Denis P. Moore
Vice President/GM	Mark S. Carroll
Treasurer	Craig Little
Secretary	Teresa S. Hasson

There are no subsidiary companies of Allan Myers DE, Inc.

Parent company Allan Myers, Inc., 1805 Berks Road, Worcester, PA 19490

The applicant company shares board members with the following companies:

Allan Myers, L.P.

Allan Myers VA, Inc.

Allan Myers MD, Inc.

Allan Myers Materials PA, Inc.

Allan Myers Materials MD, Inc.

Compass Quarries, Inc.

Allan Myers DE, Inc. does not have a chief operating officer per se; however, the role of President is essentially the COO.

List of DNREC Permits with expiration dates:

Dover: APC-2012/0154-OPERATION (Amendment 13)(NSPS)(MNSR)(SM); no expiration date

Georgetown: APC-97/0494-OPERATION (Amendment 18)(MNSR)(NSPS)(SM);

no expiration date

Wilmington: APC-2016/0026-OPERATION (Amendment 2)(NSPS)(SM); no expiration date

Dover/Georgetown/Wilmington - Authorization to discharge under the NPDES general storm water permit program - expires March 16, 2014; administratively extended until a new permit is issued by the State of Delaware.

BACKGROUND STATEMENT
Part D – List of Incidents

Date	Company	Offense	Agency Action	Disposition
6-4-19	Allan Myers MD, Inc. (Bishop)	Visible emissions exceeded 20% from the baghouse stack	MDE NOV	Corrected
5-3-19	Compass Quarries, Inc. (Quarry)	Fugitive emissions leaving property	PADEP NOV	Corrected
4-19-19	Allan Myers Materials PA, Inc. (Talmage Quarry)	Seismograph failure	PADEP Consent Assessment	Repaired seismograph; used additional seismograph
2-7-17 (11-3-17)	Compass Quarries, Inc. (Quarry)	Fugitive emissions	PADEP Consent Assessment	Corrected Became Consent Assessment (November 3, 2017)
11-7-16	Allan Myers, L.P. (Devault Shop)	Liquid in dispenser sumps	PADEP NOV	Liquid in dispenser sump removed and the sump was sealed to prevent water infiltration
4-15-16	Allan Myers, L.P. (Devault Quarry)	Failure to set up a seismograph at the compliance location	PADEP NOV	Corrected
3-29-16	Allan Myers Materials PA, Inc. (Cedar Hill Quarry)	Fugitive emissions beyond property line	PADEP NOV	Corrected
12-10-15 (1-5-16)	Allan Myers, L.P. (Devault Quarry)	Failure to record monitoring of odors	PADEP NOV	Corrected
9-17-15	Compass Quarries, Inc. (Quarry)	Operated portable crusher without permit when primary crusher failed	PADEP Consent Assessment	Obtained permit; paid fine
11-3-15 (8-2-17)	Allan Myers, L.P. (Harleysville)	Exceeded particulate matter emissions during stack test of baghouse	PADEP NOV	Replaced all bags within the baghouse, retested, in compliance Became Consent Assessment 8-2-17

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ALLAN MYERS DE, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SEVENTH DAY OF MAY, A.D. 2021.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



4091292 8300

SR# 20211648727

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JWB", written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 203157394

Date: 05-07-21