

From: [Morgan, Steve](#)
To: [Ramirez, Javier](#)
Subject: Fw: 307_17_24 CEMEX Brooksville RAI for Tire Processing Renewal Application
Date: Tuesday, January 09, 2018 6:17:53 AM
Attachments: [307_17_24_RAIResponse_2018_01_08_Final.pdf](#)

From: Tammy Reed <treed@kooglerassociates.com>
Sent: Monday, January 8, 2018 3:05 PM
To: Morgan, Steve
Cc: Brent C Steele (brentc.steele@cemex.com); Dr. Max Lee; Robin G Simons (robing.simons@cemex.com)
Subject: 307_17_24 CEMEX Brooksville RAI for Tire Processing Renewal Application

Steve,

Please find attached the response to the RAI dated October 13, 2017 for CEMEX Brooksville South, DEP Application No. 22787-005-WT/02. If you have any questions, or require any further information, please contact me.

Thank you,
Tammy



Tammy Reed, Environmental Scientist II
Koogler and Associates, Inc.
www.kooglerassociates.com

Koogler & Associates, Inc.

www.kooglerassociates.com

At Koogler & Associates we enjoy working with clients to maintain a positive relationship with regulatory agencies through our environmental services.

Mail: PO Box 5127 |Gainesville, FL 32627-5127
Physical: 4014 NW 13th Street |Gainesville, FL 32609
Office: 352 377 5822 x27 |Direct: 352 792 1104

Fax: 352 377 7158 | Mobile: 352 339 0448
treed@kooglerassociates.com

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4014 NORTH WEST 13th STREET
GAINESVILLE, FL 32609-1923
www.kooglerassociates.com
352.377.5822

Sent via email: steve.morgan@dep.state.fl.us

Steven G. Morgan
Air & Solid Waste Permitting Manager Permitting & Waste Cleanup Program
Florida Department of Environmental Protection
Southwest District Office
13051 North Telecom Parkway
Temple Terrace, FL 33637-0926

RE: Response to Request for Additional Information
CEMEX Brooksville South, Waste Tire Permit Renewal Application
Hernando County
Facility ID: SWD-27-40778
DEP Application No. 22787-005-WT/02

Dear Steve:

On behalf of CEMEX Construction Materials Florida, LLC (CEMEX), Koogler and Associates, Inc. (Koogler) is responding to your request for additional information dated October 13, 2017. The RAI items request (abbreviated) with our responses are as follows:

1. "Section C – Land Owner Information...Please provide a letter from the land owner authorizing CEMEX Construction Materials Florida, LLC to use the land as a waste tire processing facility".

RESPONSE: Please see attached documentation that CEMEX Construction Materials Florida, LLC is the land owner as they merged with Florida Crushed Stone (the prior land owner) in 2008.

2. "Applicant. The application does not appear to have been signed by the applicant or authorized representative. Please provide a revised application form signed by the Plant Manager, Alberto Calleros".

RESPONSE: A revised application form signed by Alberto Calleros is enclosed.

3. "Attachment C – Fire Inspection Survey...Please provide a current fire inspection survey letter which indicates that the facility has returned to compliance and that fire protection services for the site are assured by local fire protection authorities.

RESPONSE: An updated fire inspection report is enclosed.

4. "Attachment D – Closing Cost Forms...Please provide a current third-party estimate for handling 300 tons of tires.

RESPONSE: A new third-party estimate for handling 300 tons of tires is enclosed.

We trust this response provides the information necessary to proceed with permit issuance. If you have any questions or require further information, please contact me at 352-377-5822 ext. 27 or treed@kooglerassociates.com.

Best regards,



Tammy L. Reed
Environmental Scientist II
KOOGLER AND ASSOCIATES, INC.

tlr

Enclosures:

cc: Brent Steele – CEMEX (*email*)
Maxwell R. Lee, Ph.D., P.E. (*email*)

H080000003758

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

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To: Division of Corporations
Fax Number : (850) 617-6380

From: Account Name : C T CORPORATION SYSTEM
Account Number : PCA000000023
Phone : (850) 222-1092
Fax Number : (850) 878-5926

L. SELLERS

OCT - 2 2008

EXAMINER

RECEIVED

2008 OCT - 1 AM 8:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE

CEMEX Construction Materials Florida, LLC

| | |
|-----------------------|---------|
| Certificate of Status | 0 |
| Certified Copy | 1 |
| Page Count | 09 |
| Estimated Charge | \$68.75 |

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

08 OCT - 1 AM 8:50

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Electronic Filing Menu

Corporate Filing Menu

Help

ARTICLES OF MERGER

of

FLORIDA CRUSHED STONE COMPANY
(a Florida corporation)

In accordance with the Florida Business Corporation Act (the "Act"), the undersigned domestic corporation and foreign limited liability company hereby adopt the following Articles of Merger:

FIRST: The exact name, form/entity type and jurisdiction for each merging party are as follows:

| <u>Name:</u> | <u>Jurisdiction:</u> | <u>Form/Entity Type:</u> |
|---|----------------------|---------------------------|
| Florida Crushed Stone Company | Florida | Corporation |
| CEMEX Construction Materials Florida, LLC | Delaware | Limited Liability Company |

108-3758
P03-8726

SECOND: The exact name, form/entity type and jurisdiction of the surviving party are as follows:

| <u>Name:</u> | <u>Jurisdiction:</u> | <u>Form/Entity Type:</u> |
|---|----------------------|---------------------------|
| CEMEX Construction Materials Florida, LLC | Delaware | Limited Liability Company |

THIRD: The Agreement and Plan of Merger attached hereto as Exhibit A and made a part hereof (the "Plan of Merger") for merging Florida Crushed Stone Company with and into CEMEX Construction Materials Florida, LLC (the "Merger") was approved and adopted by Florida Crushed Stone Company in accordance with the applicable provisions of the Act by its Board of Directors and its sole shareholder.

FOURTH: The Plan of Merger was approved by CEMEX Construction Materials Florida, LLC in accordance with the applicable provisions of the Delaware Limited Liability Company Act by its sole member.

FIFTH: The effective date of the Merger contemplated hereby shall be the date on which these Articles of Merger are filed with the Florida Department of State.

SIXTH: The surviving entity in the Merger is CEMEX Construction Materials Florida, LLC, a limited liability company formed under the laws of the State of Delaware (the "Surviving Entity"), and the address of the principal place of business of the Surviving Entity is 840 Gessner Road, Suite 1400, Houston, Texas 77024.

08/22/2007 11:00 AM

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

08 OCT -1 AM 8:01

FILED

SEVENTH: The Surviving Entity:

a) appoints the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of Florida Crushed Stone Company.; and

b) agrees to promptly pay to the dissenting shareholders of Florida Crushed Stone Company the amount, if any, to which they are entitled under Section 607.1302 of the Act.

[SIGNATURE PAGE FOLLOWS]

DEL 04, 2011, 04:14 PM

FILED
08 OCT -1 AM 8:50
SECRETARY OF STATE
TALLAHASSEE FLORIDA

IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be
executed as of October 1, 2008.

FLORIDA CRUSHED STONE COMPANY, a Florida
corporation

By: Leslie S. White
Name: Leslie S. White
Title: Vice President

CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC,
a Delaware limited liability company

By: Leslie S. White
Name: Leslie S. White
Title: Vice President

010.03.201.349 10

FILED
08 OCT -1 AM 8:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

850-245-6891

10/01/2008 14:55

EXHIBIT A

[Agreement and Plan of Merger]

DELR 221,040 W

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is dated as of October 1, 2008, by and between CEMEX Construction Materials Florida, LLC, a Delaware limited liability company ("Acquiring Company"), and Florida Crushed Stone Company, a Florida corporation ("Target Company"). Acquiring Company and Target Company are hereinafter sometimes collectively referred to as the "Constituent Entities."

RECITALS

WHEREAS, Acquiring Company is a limited liability company duly formed and existing under the laws of the State of Delaware;

WHEREAS, Target Company is a corporation duly incorporated and existing under the laws of the State of Florida;

WHEREAS, the board of directors and the sole shareholder of Target Company and the sole member of Acquiring Company have authorized and approved this Agreement and the merger of Target Company with and into Acquiring Company (the "Merger") upon the terms and subject to the conditions set forth in this Agreement in the manner required by applicable law; and

WHEREAS, for federal income tax purposes, it is intended that the Merger qualify as a tax-free "liquidation" within the meaning of Section 332 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in this Agreement, the parties to this Agreement, intending to be legally bound, hereby agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, Florida Crushed Stone Company, a Florida corporation, shall be merged with and into CEMEX Construction Materials Florida, LLC, a Delaware limited liability company, pursuant to and in accordance with the applicable provisions of the Florida Business Corporation Act and the Delaware Limited Liability Company Act, 6 Del. C. §§ 18 - 101 *et seq.* (the "Act"), the separate corporate existence of Florida Crushed Stone Company shall cease, and CEMEX Construction Materials Florida, LLC shall continue its existence as a Delaware limited liability company under the Act ("Surviving Entity").

2. Effective Date. The Merger shall be effective at the time provided in the Certificate of Merger as filed with the Secretary of State of the State of Delaware (the "Effective Time").

3. Effect of the Merger. The Merger shall have the effects set forth in Section 18-209 of the Act.

DEL 80,221,713M

FILED
08 OCT -1 AM 8:01
SECRETARY OF STATE
TALLAHASSEE FLORIDA

4. Certificate of Formation: Limited Liability Company Agreement; Members of Acquiring Company. At the Effective Time: (a) the Certificate of Formation of Acquiring Company as in effect immediately prior to the Effective Time shall be, from and after the Effective Time, the certificate of formation of Surviving Entity until thereafter amended or cancelled in the manner provided by law; (b) the Limited Liability Company Agreement of Acquiring Company as in effect immediately prior to the Effective Time shall be, from and after the Effective Time, the Limited Liability Company Agreement of Surviving Entity until thereafter amended or terminated in the manner provided by law; and (c) the sole member of Surviving Entity shall remain the sole member of Surviving Entity.

5. Authorization. Prior to the Effective Time, each of the Constituent Entities shall take all such action (including, without limitation, obtaining the approval of this Agreement and the Merger by the sole member or board of directors and sole shareholder as applicable, of each of the Constituent Entities) necessary to consummate the Merger.

6. Cancellation of Shares. At the Effective Time: (i) all shares of capital stock of Target Company outstanding immediately prior to the Effective Time, shall by virtue of the Merger and without any action on the part of the holder thereof, be converted into the right to receive cash in the amount of \$1.00 (USD) and immediately after such conversion, such shares shall be cancelled; and (ii) each limited liability company interest in Acquiring Company outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, remain unchanged and continue to represent in the aggregate 100% of the outstanding limited liability company interests in Surviving Entity.

7. Amendment. At any time prior to the Effective Time, this Agreement may be amended, to the fullest extent permitted by applicable law, by an agreement in writing duly adopted and approved by the board of directors of Target Company and the sole member of Acquiring Company.

8. Abandonment. At any time prior to the Effective Time, this Agreement may be abandoned, to the fullest extent permitted by applicable law, by either the board of directors of Target Company or the sole member of Acquiring Company.

9. Managers. The management of the Acquiring Company is vested in a Board of Managers consisting of four (4) managers. The name and business address of each of the managers is:

| | | | |
|--|---|---|--|
| Gilberto Pérez 840 Gessner Road Suite 1400 Houston, Texas 77024 | Juanis González 840 Gessner Road Suite 1400 Houston, Texas 77024 | Leslie S. White 840 Gessner Road Suite 1400 Houston, Texas 77024 | Karl H. Watson, Jr. 840 Gessner Road Suite 1400 Houston, Texas 77024 |
|--|---|---|--|

10. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the Merger, and supersedes all prior agreements, written or oral, with respect thereto.

11. Waivers and Amendments. This Agreement may not be amended, modified, superseded, cancelled, renewed, extended or waived except by a written instrument signed by the parties, or, in the case of a waiver, by the party waiving compliance.

12. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without regard to conflicts of laws principles thereof.

13. Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

14. Severability of Provisions. The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Agreement shall in no way affect the validity or enforcement of any other provision or any part thereof.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall be considered but one in the same document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

ACQUIRING COMPANY:

**CEMAX CONSTRUCTION MATERIALS
FLORIDA, LLC, a Delaware limited
liability company**

By: *Leslie S. White*
Name: Leslie S. White
Title: Vice President

TARGET COMPANY:

**FLORIDA CRUSHED STONE
COMPANY, a Florida corporation**

By: *Leslie S. White*
Name: Leslie S. White
Title: Vice President

- D. Attach proof of financial responsibility as requirement by Rule 62-711.500(3) OR a calculation showing that financial assurance documents, currently on file with the Department, are sufficient to assure closing of the waste tire site as well as any other solid waste management facility at that location.
- E. A letter from the land owner (if different from applicant) authorizing use of the land as a waste tire processing facility.
- F. If waste tires will be consumed or disposed of at the facility, attach a description of the other environmental permits that the applicant has for this use, including, permit number, date of issue, and name of issuing agency.
- G. The permit fee as required in Rule 62-4, F.A.C.

Part IV-Certification:**A. Applicant:**

The undersigned applicant or authorized representative of CEMEX Construction Materials, Florida LLC is aware that statements made in this form and attached information are an application for a Waste Tire Processing Permit from the Florida Department of Environmental Protection and certifies that the information in this application is true, correct and complete to the best of his knowledge and belief. Further, the undersigned agrees to comply with the provisions of Chapter 403, Florida Statutes, and all rules and regulations of the Department. It is understood that the Department will be notified prior to the sale or legal transfer of the facility.

Alberto Calleros
Signature of Applicant or Authorized Agent

Alberto Calleros, Plant Manager
Name and Title

11/10/17
Date

B. Professional Engineer registered in Florida.

This is to certify that the engineering features of this waste tire processing facility have been designed/examined by me and found to conform to engineering principals applicable to such facilities. In my professional judgment, this facility, when properly maintained and operated will comply with all applicable statutes of the State of Florida and rules of the Department. It is agreed that the undersigned will provide the applicant with a set of instructions for proper maintenance and operation of the facility.

Maxwell R. Lee
Signature

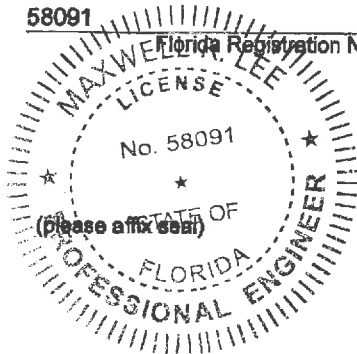
4014 NW 13th Street
Mailing Address

Maxwell R. Lee, Ph.D., P.E.
Name and Title

Gainesville, FL 32609
City, State, Zip

58091
Florida Registration Number

352-377-5822
Telephone number



1/8/18
Date

VI. CERTIFICATION BY ENGINEER

This is to certify that the Cost Estimates pertaining to the engineering features of this solid waste management facility have been examined by me and found to conform to engineering principles applicable to such facilities. In my professional judgment, the Cost Estimates are a true, correct and complete representation of the financial liabilities for closing and/or long-term care of the facility and comply with the requirements of Rule 62-701.630 F.A.C. and all other Department of Environmental Protection rules, and statutes of the State of Florida. It is understood that the Cost Estimates shall be submitted to the Department annually, revised or adjusted as required by Rule 62-701.630(4), F.A.C.



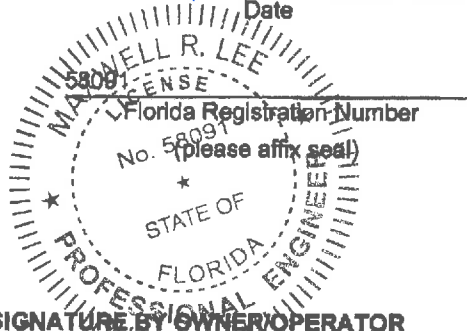
Signature

Maxwell R. Lee, Ph.D., P.E.

Name and Title (please type)

1/8/18

Date



VII. SIGNATURE BY OWNER/OPERATOR



Signature of Applicant

Alberto Calleros - Plant Manager

Name and Title (please type)

E-Mail address (if available)

4014 NW 13th Street

Mailing Address

Gainesville, FL 32609

City, State, Zip Code

mlee@kooglerassociates.com

E-Mail address (if available)

Telephone Number

10311 Cement Plant Road

Mailing Address

Hernando, FL 34601

City, State, Zip Code

352-799-7881

Telephone Number

Inspection No:

Inspection Date: 1/5/2016

Inspection Time:

Inspector: Joseph Filippelli

Hernando County Fire Rescue Inspection Report



Inspection and Compliance Orders

| | | | | |
|-----------|---------------------------|----------|-----------------------|--------------------|
| Facility: | CEMEX | Address: | 10311 CEMENT PLANT RD | |
| Phone: | (352) 788-7881 x124 | | | |
| Fax: | Robing.Simons@cemex.com | City: | BROOKSVILLE | |
| Email: | DAVIDJ.THOMPSON@cemex.com | State: | FL | Postal Code: 34601 |
| Contact: | brent C. Steele@cemex.com | Work: | | |
| Email: | | Cell: | | |

Inspection Type: Inspection Reinspection

| Violation Code | Days to Correct * | Violation/Notes | Location |
|----------------|-------------------|-----------------|----------|
|----------------|-------------------|-----------------|----------|

Inspection Notes

COMPLIED, NO VIOLATIONS NOTED AT THIS TIME

Owner/Representative:

Inspector: 

Please contact the inspector named for further assistance with this or any other matter.

Inspection Division Contact Info: Phone: 352-754-5829 Fax: 352-754-4193



9675 Range Line Road
Port Saint Lucie, FL 34987
Ph (772) 465-0477
Fax (772) 489-2124

January 8, 2018

Mr. Brent Steele
Environmental Manager
Cemex
10311 Cement Plant Road
Brooksville, FL 34601

Subject: Site Closure

Dear Mr. Steele,

As I indicated, Liberty Tire Recycling is prepared to load, transport, process and dispose of up to 300 tons in the event of site closure. This proposal pertains to whole passenger tires but does not cover truck or off road tires (forklift, tractor, loader, grader etc.).

- The cost to load, transport, process and dispose would be One Hundred twenty five dollars per ton. Please note that this proposal covers the entire cost of handling the subject tires. This proposal covers the cost of disposal from either of Cemex's Brooksville cement kilns.

If you have any further questions or need any additional information please let me know.

Sincerely,

A handwritten signature in blue ink that reads "Phil Tuohy".

Phil Tuohy
Region Manager - FL

Cell (863) 860-2436