

TRUSTEE COUNCIL MEMORANDUM OF UNDERSTANDING
RELATING TO THE NATURAL RESOURCE DAMAGE ASSESSMENT AND
RESTORATION RESULTING FROM THE
DEEPWATER HORIZON MOBILE OFFSHORE DRILLING UNIT AND THE
SUBSEA MACONDO WELL

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is among the United States Department of the Interior (on behalf of the Fish and Wildlife Service, the National Park Service, and the Bureau of Land Management) (“DOI”); the National Oceanic and Atmospheric Administration (“NOAA”) (on behalf of the United States Department of Commerce); the United States Department of Agriculture (“USDA”); the United States Environmental Protection Agency (“EPA”); the Louisiana Coastal Protection and Restoration Authority, the Louisiana Oil Spill Coordinator’s Office, the Louisiana Department of Environmental Quality, the Louisiana Department of Wildlife and Fisheries, and the Louisiana Department of Natural Resources, for the State of Louisiana; the Mississippi Department of Environmental Quality, for the State of Mississippi; the Alabama Department of Conservation and Natural Resources and the Geological Survey of Alabama, for the State of Alabama; the Florida Department of Environmental Protection and the Florida Fish and Wildlife Conservation Commission, for the State of Florida; and the Texas Parks and Wildlife Department, Texas General Land Office, and the Texas Commission on Environmental Quality, for the State of Texas (collectively referred to as the “Trustees” and each, individually, as a “Trustee”). This MOU is entered into to promote the coordination and cooperation of the Trustees in the restoration of natural resources for the incident or incidents known as the *Deepwater Horizon* Oil Spill that began on April 20, 2010 in the Gulf of Mexico, Mississippi Canyon Block 252, and which includes all associated response actions (“the Oil Spill”). The overall goal of this MOU is to support restoring the natural resources that were injured as a result of the Oil Spill to the condition they would have been in but for the Spill and to compensate the public for the diminished quality and lost use of those natural resources until they are restored as provided in the Oil Pollution Act.

II. AUTHORITIES

Certain Trustees entered into an earlier MOU related to the natural resource damage assessment (“NRDA”) for the Oil Spill circa November 2010 and which they later amended (“2010 MOU”). As required by Appendix 2 to the Consent Decree Among Defendant BP Exploration & Production Inc., the United States of America, and the States of Alabama, Florida, Louisiana, Mississippi, and Texas, entitled Agreement Among the United States and the Gulf States Relating to Natural Resource Restoration (the “Restoration Agreement”), this MOU supersedes and replaces the 2010 MOU, which has no further effect as of the effective date of this MOU.

The Trustees enter into this MOU pursuant to the authority provided to Natural Resource Trustees by the Oil Pollution Act (“OPA”) (33 U.S.C. §§ 2701 *et seq.*); the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq.*); and the Natural Resource Damage Assessment Regulations (15 C.F.R. Part 990) promulgated pursuant to OPA (“OPA NRDA

Regulations”). In addition, NOAA, DOI, USDA, and EPA enter into this MOU pursuant to the authorities provided in Subpart G of the National Contingency Plan (40 C.F.R. §§ 300.600 *et seq.*); Executive Order 12580 (52 Fed. Reg. 2923 (January 23, 1987)), as amended by Executive Order 12777 (56 Fed. Reg. 54757 (October 19, 1991)); and Executive Order 13626 (77 Fed. Reg. 178 (September 13, 2012)). The State of Florida enters into this MOU pursuant to the Florida Pollutant Discharge Prevention and Control Act (Florida Statutes, 376.011 *et seq.*). The State of Louisiana enters into this MOU pursuant to the Louisiana Oil Spill Prevention and Response Act (La. R.S. 30:2451 *et seq.*) and accompanying regulations (La. Admin. Code 43:101 *et seq.*). The State of Mississippi enters into this MOU pursuant to the Mississippi Air and Water Pollution Control Law (Miss. Code Ann. §§ 49-17-1 through 49-17-43). The Texas General Land Office, Texas Parks and Wildlife Department, and the Texas Commission of Environmental Quality, for Texas, enter into this MOU pursuant to the Texas Oil Spill Prevention and Response Act of 1981 (Tex. Nat. Res. Code Ann. ch. 40) and applicable provisions of the Texas Water Code. The State of Alabama enters into this MOU pursuant to Alabama Code §§9-2-1 *et seq.* and 9-4-1 *et seq.*

III. DEFINITIONS

When used in this MOU, the terms “Federal Trustees,” “Gulf States,” “State Trustees,” “natural resources,” and “natural resource damages” (or “NRD”), whether or not capitalized, shall have the same meanings provided in the Consent Decree. The terms “natural resource damage assessment” or “assessment”, “restoration” or “restore,” “restoration plan,” and “natural resource services” or “services,” shall have the same meanings provided in OPA or the OPA NRDA Regulations.

“Consent Decree” refers to the Consent Decree Among Defendant BP Exploration & Production Inc. (“BPXP”), the United States of America, and the States of Alabama, Florida, Louisiana, Mississippi, and Texas in Multidistrict Litigation Case No. 2179, In re: Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010 (E.D. La.). Its effective date is listed on the last page of this document.

“Restoration Agreement” refers to the Consent Decree’s Appendix 2, titled Agreement Among the United States and the Gulf States Relating to Natural Resource Restoration.

Consistent with the Restoration Agreement, the terms below are defined as follows for purposes of this MOU:

“Federal MOU” means that Memorandum of Understanding required by the Restoration Agreement to be developed by the Federal Trustees setting forth an approach and procedures pursuant to which the Federal Trustees will speak with a single voice (i.e., reach a single federal position) on decisions made by the Trustee Implementation Groups (TIGs) for state-specific Restoration Areas. In the discretion of the Federal Trustees, the Federal MOU may also address coordinated decision-making and dispute resolution among the Federal Trustees in connection with their participation in the other TIGs and the Trustee Council.

“State MOU” or “State MOUs” means one or more of the Memoranda of Understanding required by the Restoration Agreement to be developed by the State Trustees for each Gulf State with multiple Trustees setting forth an approach and procedures pursuant to which those Trustees will speak with a single voice (i.e., reach a single position) for their respective State on decisions made by the TIGs and the Trustee Council.

“NRD Monies” means monies paid by BP for restoration by the Trustees pursuant to the Consent Decree or the Framework for Early Restoration Addressing Injuries Resulting from the *Deepwater Horizon* Oil Spill (“Framework Agreement”), dated April 20, 2011. As set forth in the Restoration Agreement, and especially Table 2, NRD Monies are allocated among the following “Restoration Areas”:

“Open Ocean” consists of restoration activities for resources primarily in the ocean and Federal Trustee administrative and preliminary planning activities across Restoration Areas.

“Region-wide” consists of categories of restoration projects that will benefit resources across the Gulf. It also contains funding for Gulf-wide needs such as monitoring, research, oversight, and planning.

“Restoration in Alabama” consists of restoration activities to benefit resources within the geographic jurisdiction of the State of Alabama.

“Restoration in Florida” consists of restoration activities to benefit resources within the geographic jurisdiction of the State of Florida.

“Restoration in Louisiana” consists of restoration activities to benefit resources within the geographic jurisdiction of the State of Louisiana.

“Restoration in Mississippi” consists of restoration activities to benefit resources within the geographic jurisdiction of the State of Mississippi.

“Restoration in Texas” consists of restoration activities to benefit resources within the geographic jurisdiction of the State of Texas.

“Adaptive Management and Unknown Conditions Restoration” consists of restoration activities funded by BP’s additional payments for unknown conditions and adaptive management that are in addition to the payments on the Payment Schedule for \$7.1 Billion Payment for Natural Resource Damages (Table 2 of the Consent Decree).

“Restoration Goal” means one of the five objectives of restoration work under the Consent Decree set forth in the first paragraph (and, with minor variations, in Table 1) of the Restoration Agreement, specifically: Restore and Conserve Habitat; Restore Water Quality; Replenish and Protect Living Coastal and Marine Resources; Enhance Community Resiliency (Provide and Enhance Recreational Opportunities); and Provide for Monitoring, Research, and Adaptive Management (including Administrative Oversight).

“Restoration Type” means one of the 15 categories of restoration projects or other restoration-related activities within the Restoration Goals, as set forth in Table 1 (“Natural Resource Damages Final Allocation”) of the Restoration Agreement.

“Trustee Council” means the body established pursuant to Section VI of this MOU.

“Trustee Council SOPs” means those standard operating procedures (“SOPs”) required by the Restoration Agreement to be developed for the long-term management, implementation, and administration of settlement funds.

IV. PURPOSE

The Trustees recognize that they have common interests in sharing information, ideas and expertise necessary to provide for the restoration, replacement, rehabilitation, or acquisition of natural resources and services equivalent to those injured or lost as a result of the Oil Spill. To serve those common interests, the Trustees have entered into this MOU to promote communication, coordination and cooperation among the Trustees throughout the natural resource damage assessment and restoration process for this Oil Spill. Such cooperation is intended to limit unnecessary duplication of effort, enhance the efficient use of limited financial and personnel resources, and increase the probability of success in achieving natural resource restoration that will make the public and the environment whole.

V. DEEPWATER HORIZON OIL SPILL TRUSTEES

A. Designated Natural Resource Trustee Officials. The following officials (“Designated Natural Resource Trustee Officials” or “Designated Officials”) have been duly designated to act on behalf of the public as State or Federal natural resource trustees. These Designated Officials, or their duly designated successors or representatives, will provide the primary policy guidance for NRDA activities undertaken on behalf of the public by the State and Federal natural resource trustees under this MOU.

1. Secretary, the U.S. Department of the Interior.
2. Secretary, the U.S. Department of Commerce.
3. Secretary, the U.S. Department of Agriculture.
4. Administrator, the U.S. Environmental Protection Agency.
5. Commissioner, the Alabama Department of Conservation and Natural Resources.
6. State Geologist, the Geological Survey of Alabama.

7. Secretary, Florida Department of Environmental Protection.
8. Executive Director, Florida Fish and Wildlife Conservation Commission.
9. Chairman, Louisiana Coastal Protection and Restoration Authority.
10. Director, the Louisiana Oil Spill Coordinator's Office.
11. Secretary, the Louisiana Department of Environmental Quality.
12. Secretary, the Louisiana Department of Wildlife and Fisheries.
13. Secretary, the Louisiana Department of Natural Resources.
14. Executive Director, the Mississippi Department of Environmental Quality.
15. Executive Director, Texas Parks and Wildlife Department.
16. Deputy Land Commissioner & Chief Clerk, Texas General Land Office.
17. Executive Director, Texas Commission on Environmental Quality.

B. Roles of Other Agencies. As determined to be appropriate by the Trustees, the Trustees may coordinate with and seek input and counsel from other federal and state governmental agencies and other bodies with responsibilities that may affect the Trustees' natural resource restoration goals, including, but not limited to:

1. Attorneys General for the Gulf States;
2. The U.S. Department of Justice;
3. The U.S. Coast Guard;
4. The U.S. Department of Defense ("DOD"), as trustee of natural resources on DOD-managed land adjacent to the Gulf of Mexico;
5. The Gulf Coast Ecosystem Restoration Council ("RESTORE Council") established under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012; and
6. The National Fish and Wildlife Foundation, as administrator of the restoration funds paid by BP Exploration & Production, Inc. and Transocean Ltd. under the Guilty Plea Agreements that resolved criminal charges filed by the United States against those companies in connection with the Oil Spill.

C. Lead Administrative Trustee. The Trustee Council will designate a Lead Administrative Trustee ("LAT") by written consensus from each Federal agency and each State represented on the Trustee Council. Such written LAT designation shall be included in the Administrative Record. The Trustee Council may change the designation of the LAT by the same process. The duties of the LAT will be specified in the Trustee Council Standard Operating Procedures.

VI. DEEPWATER HORIZON OIL SPILL TRUSTEE COUNCIL

A. To assist the Trustees in implementing this MOU, there is hereby created the *Deepwater Horizon* Trustee Council (“Trustee Council”). The Trustee Council is the executive body supporting the work of the Trustees when acting collectively, consistent with the Restoration Agreement, in coordinating and cooperating with respect to natural resources restoration. The Trustee Council will support and help coordinate the efforts of the TIGs, so that restoration is achieved with financial accountability and the obligations set forth in OPA, the Consent Decree, the Programmatic DARP, and future restoration plans are met.

B. Subject to the decision-making procedures in the Restoration Agreement and Section VII of this MOU, each Designated Official may directly participate in Trustee Council meetings or assign a designee, and an alternate designee, to do so. In general, for each State with multiple Designated Officials, those Designated Officials should designate a common representative and alternate representative to represent the position of the State as primary and alternate members of the Trustee Council. The Designated Officials for a State may, if so provided in their State MOU, authorize different primary and alternate representatives to speak for the State on different issues before the Trustee Council. A designated alternate Trustee Council member may act in the absence of the primary member.

C. Within ten (10) business days after the Effective Date of this MOU, each Designated Official shall notify the other Designated Officials of the names, addresses, email addresses, and telephone numbers of their designee and alternate designee. Any Designated Official may change his or her designees at any time by written notice to the other Designated Officials who are parties to this MOU.

VII. DECISION MAKING AND ADMINISTRATION

A. Within the Trustee Council, a TIG will administer NRD Monies for each Restoration Area as set forth in the Restoration Agreement. Trustee representation for each TIG by Restoration Area is as follows:

For Restoration in Alabama: the Federal Trustees and the Trustees for the State of Alabama.

For Restoration in Florida: the Federal Trustees and the Trustees for the State of Florida.

For Restoration in Louisiana: the Federal Trustees and the Trustees for the State of Louisiana.

For Restoration in Mississippi: the Federal Trustees and the Trustee for the State of Mississippi.

For Restoration in Texas: the Federal Trustees and the Trustees for the State of Texas.

For Region-Wide Restoration: all State Trustees and all Federal Trustees.

For Open Ocean Restoration: all Federal Trustees.

For Adaptive Management and Unknown Conditions Restoration: all State Trustees and all Federal Trustees.

B. Each TIG will develop, select, and implement projects on a consensus basis as defined below and in the Restoration Agreement.

The Federal Trustees will enter into a Federal MOU that will be effective within ten (10) business days of the Effective Date of the Consent Decree.

The Designated Officials of each state with multiple State Trustees will enter into a State MOU that will be effective within ten (10) business days of the Effective Date of the Consent Decree.

For each of the five TIGs for a State Restoration Area: Decisions related to developing, selecting and implementing restoration projects will be made on a consensus basis, requiring that a proposed restoration action be supported by both the United States (in accordance with the Federal MOU) and the State (in accordance with the State MOU). If a project is to be funded out of multiple State Restoration Area monies, decisions concerning that project will be made by consensus of the United States (in accordance with the Federal MOU) and each of the relevant States (in accordance with their respective State MOUs, where applicable).

For the Region-wide TIG: Decisions related to developing, selecting and implementing restoration projects, or to paying for Gulf-wide needs such as monitoring, research, oversight, and planning, will be made on a consensus basis, defined as concurrence by all non-abstaining Federal Trustees and by all non-abstaining States (each acting in accordance with its State MOU, where applicable).

For the Open Ocean TIG: Decisions related to developing, selecting and implementing restoration projects, or to paying Federal Trustee administrative and preliminary planning costs, will be made on a consensus basis, defined as concurrence by all non-abstaining Federal Trustees.

For the Adaptive Management and Unknown Conditions Restoration TIG: Decisions will be made on a consensus basis, defined as concurrence by all non-abstaining Federal Trustees and by all non-abstaining States (each acting in accordance with its State MOU, where applicable).

For Trustee Council matters: Decisions will be made on a consensus basis, defined as concurrence by all non-abstaining Federal Trustees and by all non-abstaining States (each acting in accordance with its State MOU, where applicable).

C. The Trustee Council will adopt SOPs for the long-term management, implementation, and administration of NRD Monies. The Trustee Council SOPs will, at a minimum, include the following:

- Trustee Council structure and management;
- Decision-making and delegation of authority;
- Funding principles and procedures;
- Administrative procedures;
- Project reporting procedures;
- Conflict resolution procedures;
- Trustee consultation opportunities among the Trustees;
- Administrative accounting and independent auditing systems for use by each TIG.

In addition, each TIG may adopt SOPs consistent with the Trustee Council SOPs, the OPA NRDA regulations, and other applicable requirements.

D. All Trustees recognize that inherent in the trust obligation is the duty to make decisions and take action in a timely manner. With that in mind, all Trustees will work conscientiously to reach consensus among themselves on issues.

In the event that the Trustees in a TIG cannot achieve consensus, any of the involved Trustees may notify the full Trustee Council, in writing, that the involved Trustees cannot come to consensus and may invoke the Trustee Council's assistance in resolving the dispute.

Within 30 calendar days of the invoking of dispute resolution, the Trustees will convene a nonbinding, nonvoting Executive Session of the full Trustee Council (either in person or by telephone conference) to discuss the dispute and to seek the input of the full Trustee Council on developing a consensus position.

If, within 30 calendar days after the full Trustee Council's nonbinding, nonvoting Executive Session, the involved Trustees cannot achieve consensus on the disputed issue(s), the involved Trustees will elevate the disputed issue(s) within those Trustees' respective organizational hierarchies. Once elevated, within 45 calendar days the involved Trustees will attempt, using the guidance of their respective superiors, to achieve a consensus position on the disputed issue(s) being elevated.

E. Although the Trustee Council members will strive for consensus in actions and positions, any Trustee Council member who does not wish to approve or disapprove an action or position may abstain from voting. Any such decision to abstain is deemed a non-objection.

F. Administrative oversight will be funded as follows: (1) the state Trustees will support their individual Trustee, non-project specific responsibilities on all TIGs and the Trustee Council using the administrative oversight and comprehensive planning funds allocated to their state-specific TIGs; (2) the federal Trustees will support their individual Trustee, non-project specific responsibilities on all TIGs and the Trustee Council using the Open Ocean TIG administrative oversight and comprehensive planning funds; and (3) collective administrative work (e.g., LAT

responsibilities and website hosting) conducted on behalf of the Trustees will be funded from the Regionwide Administrative Oversight and Comprehensive Planning funds.

Administrative costs include initial work by the Trustees to assemble information for potential restoration projects. Costs of developing, selecting, and implementing restoration projects and supporting activities (including staff costs) will generally be funded from monies allocated to the Restoration Type associated with each restoration project but may alternatively come from the administrative oversight and comprehensive planning funds for the project's Restoration Area. Each October, the Trustees will develop and adopt an annual budget for administrative costs for the coming year that ensures administrative cost funding will be available for the full term of the Consent Decree.

VIII. LIMITATIONS AND RESERVATION OF RIGHTS

This MOU recognizes that each Trustee operates under its own respective authorities and responsibilities and that the ability of each Trustee to dedicate funding or other resources to the NRDA is dependent upon the availability of funds and resources. Nothing in this MOU shall be construed as obligating the United States, the State of Louisiana, the State of Mississippi, the State of Alabama, the State of Florida, or the State of Texas, or any public agency, their officers, agents or employees, to expend any funds, or to expend any funds in excess of appropriations authorized by law.

Nothing in this MOU shall be construed to mean that any party to this MOU is abrogating or ceding any responsibility or authority inherent in its trusteeship over Natural Resources. This MOU establishes the responsibilities and obligations of a Trustee as set forth in the MOU, but is not intended to supplant the terms of the Consent Decree or to be the parties' exclusive agreement concerning its subject matter. If there is any inconsistency between this MOU and the Restoration Agreement or other applicable portion of the Consent Decree, the Restoration Agreement or other applicable portion of the Consent Decree shall control. This MOU is not enforceable in court.

IX. MODIFICATION OF MOU

Any modification of this MOU, including but not limited to the addition of a new natural resource trustee as a participant, shall be in writing and approved by all Trustees who are then parties to this MOU. Any modification to this MOU must be consistent with the Restoration Agreement (or any amended version of the Restoration Agreement approved by the Court).

X. TERMINATION OR WITHDRAWAL

This MOU shall be in effect from its effective date (defined in Section XII below) until termination by agreement of all Trustees. Any Trustee may withdraw from this MOU for any reason; however, such withdrawal will not abrogate that Trustee's administrative and fiduciary

obligations regarding NRD Monies received as of the date of withdrawal or relieve that Trustee of compliance with the Restoration Agreement, other provisions of the Consent Decree, or the Trustee Council SOPs. In the event any Trustee withdraws from the MOU, it must provide written notice to the other Trustees. A Trustee's withdrawal from this MOU shall be effective at the time such notice is provided. In the event of such withdrawal, this MOU remains in full force and effect for the remaining Trustees. A Trustee that has withdrawn from this MOU and then desires to rejoin the Trustee Council may rejoin by agreeing in writing to be subject once again to this MOU, if no other Trustee affirmatively objects.

XI. NO EFFECT ON THIRD-PARTIES

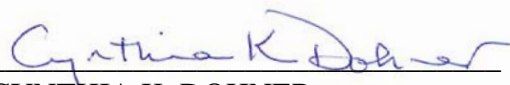
Nothing in this MOU creates any rights or causes of action in any person or entity not a party to the MOU.

XII. EXECUTION: EFFECTIVE DATE

This revised MOU may be signed in counterparts. The MOU shall be effective on the later of (1) the date the Designated Officials of all Trustees or their Authorized Designees have signed the MOU, and (2) the Effective Date of the Consent Decree.

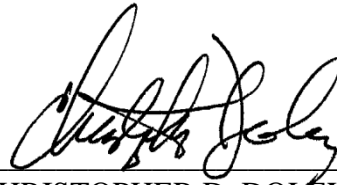
[Effective date of Consent Decree: ; Effective Date of this MOU: .]

3/22/16
Date



CYNTHIA K. DOHNER
Deepwater Horizon Authorized Official
U.S. Department of the Interior

3/22/16
Date




CHRISTOPHER D. DOLEY
U.S. Department of Commerce
National Oceanic and Atmospheric Administration
Authorized Designee

3/22/16
Date



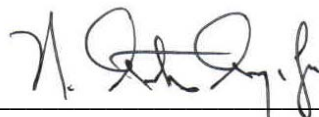
ANN C. MILLS
U.S. Department of Agriculture
Deputy Under Secretary for Natural Resources
and Environment
Alternate Authorized Designee

3/22/16
Date



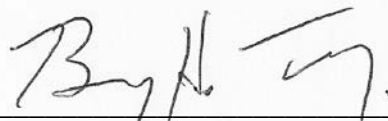
MARY KAY LYNCH
U.S. Environmental Protection Agency
Alternate to Principal Representative

3/22/16
Date



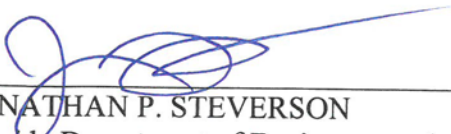
N. GUNTER GUY, JR.
Alabama Department of Conservation
and Natural Resources
Commissioner of Conservation

3/22/16
Date



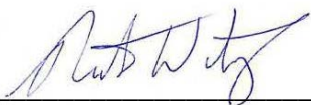
BERRY H. TEW, JR.
Geological Survey of Alabama
and State Oil and Gas Board of Alabama
State Geologist/Oil & Gas Supervisor

3-21-16
Date



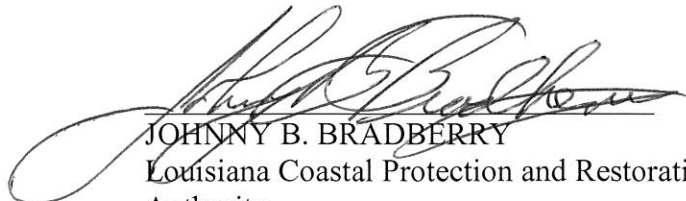
JONATHAN P. STEVERSON
Florida Department of Environmental
Protection
Secretary

3/22/16
Date

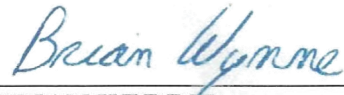


NICK WILEY
Florida Fish and Wildlife Conservation
Commission
Executive Director

3/22/2016
Date


JOHNNY B. BRADBERRY
Louisiana Coastal Protection and Restoration
Authority
Chairman

3/21/2016
Date


BRIAN WYNNE
Louisiana Oil Spill Coordinator's Office
Director

Date

CHUCK CARR BROWN, Ph.D.
Louisiana Department of Environmental Quality
Secretary

3/22/2016
Date


CHARLES J. MELANCON
Louisiana Department of Wildlife and Fisheries
Secretary

Date

THOMAS F. HARRIS
Louisiana Department of Natural Resources
Secretary

Date


JOHNNY B. BRADBERRY
Louisiana Coastal Protection and Restoration
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BRIAN WYNNE
Louisiana Oil Spill Coordinator's Office
Director

3-21-16

Date



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Louisiana Department of Environmental Quality
Secretary

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CHARLES J. MELANCON
Louisiana Department of Wildlife and Fisheries
Secretary

3/21/2016
Date



THOMAS F. HARRIS
Louisiana Department of Natural Resources
Secretary

3/22/16
Date



GARY C. RIKARD
Mississippi Department of Environmental Quality
Executive Director

22 March 2016
Date


CARTER SMITH
Texas Parks and Wildlife Department
Executive Director

Date

ANNE L. IDSAL
Texas General Land Office
Deputy Land Commissioner & Chief Clerk

Date

RICHARD A. HYDE, P.E.
Texas Commission on Environmental Quality
Executive Director

TRUSTEE COUNCIL MEMORANDUM OF UNDERSTANDING RELATING TO THE NATURAL RESOURCE DAMAGE ASSESSMENT AND RESTORATION RESULTING FROM THE *DEEPWATER HORIZON* MOBILE OFFSHORE DRILLING UNIT AND THE SUBSEA MACONDO WELL

Date

CARTER SMITH
Texas Parks and Wildlife Department
Executive Director

Date

DocuSigned by:

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ANNE L. IDSAL
Texas General Land Office
Deputy Land Commissioner & Chief Clerk

Date

RICHARD A. HYDE, P.E.
Texas Commission on Environmental Quality
Executive Director

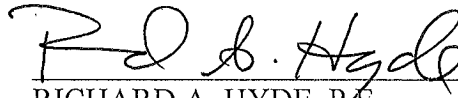
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