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 PO Box 13087 MC-148
 City, State, ZIP+4[®]
 Austin, TX 78711-3087

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark Here
 01/28/2020
 0515 20
 1515

General Poly Svc. TPDES Renewal App

132-01 Gen. Poly. Svc. TPDES Renewal App

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TCEQ
 Water Quality Division
 Applications Review &
 Processing Team,
 MC-148
 PO Box 13087
 Austin, TX 78711-3087

2. Article Number
 (Transfer from service label)

7015 1660 0001 1133 8669

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail[®]

☐ Priority Mail Express[™]

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee)

☐ Yes



January 28, 2019

Certified Mail No. 7015 1660 0001 1133 8669
Return Receipt Requested

Texas Commission on Environmental Quality
Water Quality Division
Applications Review and Processing Team,
MC-148
P.O. Box 13087
Austin, Texas 78711-3087

Re: Transmittal of TPDES Renewal Applications

TPDES Permit No. WQ0005211000
General Polymer Services, LLC
North Decker Facility
CN: 605233907 RN: 109423368

Dear Sir or Madam:

Clara Vista Environmental, LLC (Clara Vista) is pleased to submit this Texas Pollutant Discharge Elimination System (TPDES) permit renewal application for TPDES Permit No. WQ0005211000 for General Polymer Services, LLC's North Decker Facility.

Please note that analytical data for Outfall 001 is not being included with this renewal application because General Polymer Services has not discharged from this outfall since this TPDES permit was issued. In addition, General Polymer Services did not commence discharging from Outfall 002 until January 2020. Analytical data associated with the two Outfall 002 discharges, 01/15/2020 and 01/23/2020, is currently unavailable and is not included in this renewal application.

The \$1,215.00 permit renewal application fee was submitted through the ePay system as voucher number 449666 and is included as Attachment H.

If you have any questions about this submittal, please feel free to contact me at (281) 224-3531 or hneibert@clara-vista.com.

Sincerely,

Clara Vista Environmental, LLC

A handwritten signature in black ink that reads "Holly L. Neibert". The signature is written in a cursive, flowing style.

Holly Neibert
Principal

cc: Mr. Davide Danese, General Polymer Services, LLC

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

TCEQ INDUSTRIAL WASTEWATER PERMIT APPLICATION

INDUSTRIAL ADMINISTRATIVE REPORT

Complete and submit this checklist with the application.

APPLICANT NAME: General Polymer Services, LLC

PERMIT NUMBER: WQ0005211000

Check Y for each of the following items included in this application. If an item was not included, check N.

	Y	N		Y	N
Administrative Report 1.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Worksheet 8.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Administrative Report 1.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Worksheet 9.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SPIF	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Worksheet 10.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Core Data Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Worksheet 11.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Technical Report 1.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Worksheet 11.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Worksheet 1.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Worksheet 11.2	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Worksheet 2.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Worksheet 11.3	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Worksheet 3.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Original USGS Map	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Worksheet 3.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Affected Landowners Map	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Worksheet 3.2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Landowner Disk or Labels	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Worksheet 3.3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Flow Diagram	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worksheet 4.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Site Drawing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worksheet 4.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Original Photographs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Worksheet 5.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Solids Management Program	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Worksheet 6.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water Balance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Worksheet 7.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>			

For Commission Use Only:

Segment Number: _____ County: _____ Expiration Date: _____

Proposed/Current Permit Number: _____ Region: _____

INDUSTRIAL ADMINISTRATIVE REPORT 1.0

The following information **is required** for **all** applications for TPDES permits and TLAPs.

1. TYPE OF APPLICATION AND FEES (Instructions, Page 21)

a. Permit No.: WQ0005211000 Expiration Date: 08/01/2020

EPA ID No.: TX0137359

b. Check the box next to the appropriate application type.

- | | |
|--|---|
| <input type="checkbox"/> New TPDES permit | <input type="checkbox"/> New TLAP permit |
| <input type="checkbox"/> Major amendment with renewal | <input type="checkbox"/> Major amendment without renewal |
| <input type="checkbox"/> Renewal with changes | <input checked="" type="checkbox"/> Renewal without changes |
| <input type="checkbox"/> Minor amendment without renewal | <input type="checkbox"/> Minor modification without renewal |
| <input type="checkbox"/> Stormwater only discharge | |

c. If applying for an **amendment** or **modification** of a permit, describe the request in detail: _____

d. Application Fee

Check the box next to the amount submitted for the application fee:

EPA Classification	New	Major Amendment (With or Without Renewal)	Renewal (With or Without Changes)	Minor Amendment/ Minor Modification (Without Renewal)
Minor facility not subject to EPA categorical effluent guidelines (40 CFR Parts 400- 471)	<input type="checkbox"/> \$350	<input type="checkbox"/> \$350	<input type="checkbox"/> \$315	<input type="checkbox"/> \$150
Minor facility subject to EPA categorical effluent guidelines (40 CFR Parts 400-471)	<input type="checkbox"/> \$1,250	<input type="checkbox"/> \$1,250	<input checked="" type="checkbox"/> \$1,215	<input type="checkbox"/> \$150
Major facility	N/A *	<input type="checkbox"/> \$2,050	<input type="checkbox"/> \$2,015	<input type="checkbox"/> \$450

* All facilities are designated as minors until formally classified as a major by EPA.

e. **Payment Information:**

Mailed Check or money order number: _____

Check or money order amount: _____

Named printed on check or money order: _____

ePAY Voucher number: 449666

Copy of voucher attached? ☒ Yes **Attachment:** H

2. APPLICANT INFORMATION (Instructions, Pages 21-22)

a. Facility Owner (Owner of the facility must apply for the permit.)

- Provide the legal name of the entity (applicant) applying for this permit: General Polymer Services, LLC

(The legal name must be spelled exactly as filed with the TX SOS, Texas Comptroller of Public Accounts, County, or in the legal documents forming the entity.)

- If the applicant is currently a customer with the TCEQ, provide the Customer Number, which can be located using the [TCEQ's Central Registry Customer Search](#)¹: CN605233907
- Provide the name and title of the person signing the application. The person must be an executive official meeting signatory requirements in *30 TAC § 305.44*.

Mr. ☒ Ms. ☐ First/Last Name: Davide Danese

Title: President

Credential:

b. Co-applicant Information

- Provide the legal name of the co-applicant applying for this permit, if applicable:

(The legal name must be spelled exactly as filed with the TX SOS, Texas Comptroller of Public Accounts, County, or in the legal documents forming the entity.)

- If the co-applicant is currently a customer with the TCEQ, provide the Customer Number, which can be located using the [TCEQ's Central Registry Customer Search](#): CN
- Provide the name and title of the person signing the application. The person must be an executive official meeting signatory requirements in *30 TAC § 305.44*.

Mr. ☐ Ms. ☐ First/Last Name:

Title:

Credential:

- Provide a brief description of the need for a co-permittee:

c. Core Data Form

Complete the Core Data Form for each customer and include as an attachment. If the customer type selected on the Core Data Form is **Individual**, complete **Attachment 1** of the Administrative Report.

Attachment: A – Core Data Form

3. APPLICATION CONTACT INFORMATION (Instructions, Page 22)

If the TCEQ needs additional information regarding this application, who should be contacted?

a. Mr. ☐ Ms. ☒ First/Last Name: Holly Neibert

Credential:

Organization Name: Clara Vista Environmental

Title: Principal

Mailing Address: 3431 Rayford Rd, Suite 200-135

City/State/ZIP Code: Spring/TX/77386

Phone No.: 281-224-3531

Fax No.:

E-mail: HNeibert@clara-vista.com

Check one or both:



Administrative Contact



Technical Contact

¹ <http://www15.tceq.texas.gov/crpub/index.cfm?fuseaction=cust.CustSearch>

b. Mr. ☐ Ms. ☐ First/Last Name: Credential:
Organization Name: Title:
Mailing Address: City/State/ZIP Code:
Phone No.: Fax No.: E-mail:
Check one or both: ☐ Administrative Contact ☐ Technical Contact
Attachment:

4. PERMIT CONTACT INFORMATION (Instructions, Page 22)

Provide two names of individuals that can be contacted throughout the permit term.

a. Mr. ☒ Ms. ☐ First/Last Name: Davide Danese Credential:
Organization Name: General Polymer Services, LLC Title: President
Mailing Address: 4724 Decker Drive City/State/ZIP Code: Baytown/TX/77520
Phone No.: 281-424-4673 Fax No.: 832-514-4627 E-mail: davide@generalpolymers.net

b. Mr. ☐ Ms. ☐ First/Last Name: Credential:
Organization Name: Title:
Mailing Address: City/State/ZIP Code:
Phone No.: Fax No.: E-mail:
Attachment:

5. BILLING CONTACT INFORMATION (Instructions, Page 22)

The permittee is responsible for paying the annual fee. The annual fee will be assessed to permits in effect on September 1 of each year. The TCEQ will send a bill to the address provided in this section. The permittee is responsible for terminating the permit when it is no longer needed (form TCEQ-20029).

Provide the complete mailing address where the annual fee invoice should be mailed and the name and phone number of the permittee's representative responsible for payment of the invoice.

Mr. ☒ Ms. ☐ First/Last Name: Davide Danese Credential:
Organization Name: General Polymer Services, LLC Title: President
Mailing Address: 4724 Decker Drive City/State/ZIP Code: Baytown/TX/77520
Phone No.: 281-424-4673 Fax No.: 832-514-4627 E-mail: davide@generalpolymers.net

6. DMR/MER CONTACT INFORMATION (Instructions, Page 22)

Provide the name and mailing address of the person delegated to receive and submit DMRs or MERs.

Mr. ☒ Ms. ☐ First/Last Name: Davide Danese Credential:
Organization Name: General Polymer Services, LLC Title: President
Mailing Address: 4724 Decker Drive City/State/ZIP Code: Baytown/TX/77520
Phone No.: 281-424-4673 Fax No.: 832-514-4627 E-mail: davide@generalpolymers.net

DMR data must be submitted through the [NetDMR](https://www.tceq.texas.gov/permitting/netdmr)² system. An electronic reporting account can be established once the facility has obtained the permit number.

² <https://www.tceq.texas.gov/permitting/netdmr>

7. NOTICE INFORMATION (Instructions, Pages 23-24)

a. Individual Publishing the Notices

Mr. ☐ Ms. ☒ First/Last Name: Holly Neibert Credential: [REDACTED]
Organization Name: Clara Vista Environmental Title: Principal
Mailing Address: 3431 Rayford Rd, Suite 200-135 City/State/ZIP Code: Spring/TX/77386
Phone No.: 281-224-3531 Fax No.: [REDACTED] E-mail: HNeibert@clara-vista.com

b. Method for Receiving Notice of Receipt and Intent to Obtain a Water Quality Permit Package (only for NORI, NAPD will be sent via regular mail)

☒ E-mail: HNeibert@clara-vista.com

☐ Fax: [REDACTED]

☐ Regular Mail (USPS)

Mailing Address: [REDACTED] City/State/ZIP Code: [REDACTED]

c. Contact in the Notice

Mr. ☒ Ms. ☐ First/Last Name: Davide Danese Credential: [REDACTED]
Organization Name: General Polymer Services, LLC Title: President
Phone No.: 281-424-4673 Fax No.: 832-514-4627 E-mail:
davide@generalpolymers.net

d. Public Place Information

If the facility or outfall is located in more than one county, provide a public viewing place for each county.

Public building name: Sterling Municipal Library Location within the building: Reference Area
Physical Address of Building: 1 Mary Wilbanks Avenue
City: Baytown County: Harris

e. Bilingual Notice Requirements:

This information **is required** for **new, major amendment, and renewal applications**. It is not required for minor amendment or minor modification applications.

This section of the application is only used to determine if alternative language notices will be needed. Complete instructions on publishing the alternative language notices will be in your public notice package.

Please call the bilingual/ESL coordinator at the nearest elementary and middle schools and obtain the following information to determine whether an alternative language notices are required.

1. Is a bilingual education program required by the Texas Education Code at the elementary or middle school nearest to the facility or proposed facility?

☒ Yes ☐ No

If **no**, publication of an alternative language notice is not required; **skip to** Item 8 (REGULATED ENTITY AND PERMITTED SITE INFORMATION.)

2. Are the students who attend either the elementary school or the middle school enrolled in a bilingual education program at that school?

☒ Yes ☐ No

3. Do the students at these schools attend a bilingual education program at another location?

☐ Yes ☒ No

4. Would the school be required to provide a bilingual education program but the school has waived out of this requirement under 19 TAC §89.1205(g)?

☐ Yes ☒ No

5. If the answer is yes to question 1, 2, 3, or 4, public notices in an alternative language are required. Which language is required by the bilingual program? Spanish

8. REGULATED ENTITY AND PERMITTED SITE INFORMATION (Instructions Pages 24-25)

If the site of your business is part of a larger business site, a Regulated Entity Number (RN) may already be assigned for the larger site. Use the RN assigned for the larger site. [Search the TCEQ's Central Registry](#)³ to determine the RN or to see if the larger site may already be registered as a regulated site:

If the site is found, provide the assigned RN and the information for the site to be authorized through this application below. The site information for this authorization may vary from the larger site information.

a. TCEQ issued Regulated Entity Number (RN): **RN109423368**

b. Name of project or site (the name known by the community where located): Decker North Polymer Facility

c. Is the location address of the facility in the existing permit the same?

☒ Yes ☐ No

d. If the facility is located in Bexar, Comal, Hays, Kinney, Medina, Travis, Uvalde, or Williamson County, additional information concerning protection of the Edwards Aquifer may be required.

e. Owner of treatment facility: General Polymer Services, LLC

Ownership of Facility: ☐ Public ☒ Private ☐ Both ☐ Federal

f. Owner of land where treatment facility is or will be:

Mr. ☐ Ms. ☐ First/Last or Organization Name: Sealfra, LLC

Mailing Address: 4705 Decker Drive

City/State/ZIP Code: Baytown/TX/77520

Phone No.: 281-424-4673

Fax No.:

E-mail: davide@generalpolymers.net

If not the same as the facility owner, there must be a long-term lease agreement in effect for at least six years. In some cases, a lease may not suffice - see instructions. **Attachment:** B – Sealfra Lease Agreement

g. Owner of effluent TLAP disposal site (if applicable):

Mr. ☐ Ms. ☐ First/Last or Organization Name:

Mailing Address:

City/State/ZIP Code:

Phone No.:

Fax No.:

E-mail:

³ <http://www15.tceq.texas.gov/crpub/index.cfm?fuseaction=regent.RNSearch>

If not the same as the facility owner, there must be a long-term lease agreement in effect for at least six years. **Attachment:** [REDACTED]

h. Owner of sewage sludge disposal site (if applicable):

Mr. ☐ Ms. ☐ First/Last or Organization Name: Not Applicable

Mailing Address: [REDACTED] City/State/ZIP Code: [REDACTED]

Phone No.: [REDACTED] Fax No.: [REDACTED] E-mail: [REDACTED]

If not the same as the facility owner, there must be a long-term lease agreement in effect for at least six years. **Attachment:** [REDACTED]

(This information is required only if authorization is sought in the permit for sludge disposal on property owned or controlled by the applicant.)

9. TDPES DISCHARGE/TLAP DISPOSAL INFORMATION (Instructions, Pages 25-28)

a. Is the facility located on or does the treated effluent cross American Indian Land?

☐ Yes ☒ No

b. Attach an **original** full size USGS Topographic Map (or an 8.5"×11" **reproduced** portion for renewal or amendment applications) with all required information. Check the box next to each item below to confirm it has been included on the map.

- | | |
|--|--|
| <input checked="" type="checkbox"/> One-mile radius and three-miles downstream information | <input type="checkbox"/> Effluent disposal site boundaries |
| <input checked="" type="checkbox"/> Applicant's property boundaries | <input type="checkbox"/> All wastewater ponds |
| <input checked="" type="checkbox"/> Treatment facility boundaries | <input type="checkbox"/> Sewage sludge disposal site |
| <input checked="" type="checkbox"/> Labeled point(s) of discharge and highlighted discharge route(s) | <input type="checkbox"/> New and future construction |
| | <input checked="" type="checkbox"/> Attachment: <u>C – USGS Maps</u> |

c. Is the location of the sewage sludge disposal site in the existing permit accurate?

☐ Yes ☐ No ☒ N/A

If **no**, or a **new** application, please give an accurate description: [REDACTED]

d. Are the point(s) of discharge and the discharge route(s) in the existing permit correct?

☒ Yes ☐ No ☐ N/A

If **no**, or a **new or amendment** applications, provide an accurate description: [REDACTED]

e. City nearest the outfall(s): Baytown

f. County in which the outfalls(s) is/are located: Harris

g. Is or will the treated wastewater discharge to a city, county, or state highway right-of-way, or a flood control district drainage ditch?

☒ Yes ☐ No

If **yes**, indicate by a check mark if: ☒ Authorization granted ☐ Authorization pending

For **new and amendment** applications, provide copies of letters that show proof of contact and the approval letter upon receipt.

Attachment: [REDACTED]

h. For all applications involving an average daily discharge of 5 MGD or more, provide the names of all counties located within 100 statute miles downstream of the point(s) of discharge. Not Applicable

i. For **TLAPs**, is the location of the effluent disposal site in the existing permit accurate?

☐ Yes ☐ No ☒ N/A

If **no**, or if this a **new or amendment** application, provide an accurate description:

j. City nearest the disposal site:

k. County in which the disposal site is located:

l. Disposal Site Latitude:

Longitude:

m. For **TLAPs**, describe how effluent is/will be routed from the treatment facility to the disposal site:

n. For **TLAPs**, identify the nearest watercourse to the disposal site to which rainfall runoff might flow if not contained:

10. MISCELLANEOUS INFORMATION (Instructions, Page 28)

a. Did any person formerly employed by the TCEQ represent your company and get paid for service regarding this application?

☐ Yes ☒ No

If **yes**, list each person:

b. Do you owe any fees to the TCEQ?

☐ Yes ☒ No

If **yes**, provide the following:

- Acct. No.:
- Amt. due:

c. Do you owe any penalties to the TCEQ?

☐ Yes ☒ No

If **yes**, provide the following:

- Enforcement Order No.:
- Amt. due:

11. SIGNATURE PAGE (Instructions, Page 29)

Permit No: WQ0005211000

Applicant Name: General Polymer Services, LLC

Certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code §305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signatory name (typed or printed): Davide Danese

Signatory title: President

Signature: _____ Date: 1-23-20

(Use blue ink)

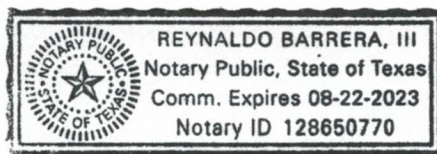
Subscribed and Sworn to before me by the said Reynaldo Barrera III

on this 23 day of January, 20 20.

My commission expires on the 22 day of August, 20 20.

Reynaldo Barrera III

Notary Public



[SEAL]

Harris
County, Texas

If co-applicants are necessary, each entity must submit an original, separate signature page.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SUPPLEMENTAL PERMIT INFORMATION FORM (SPIF)

FOR AGENCIES REVIEWING INDUSTRIAL TPDES WASTEWATER PERMIT APPLICATIONS

TCEQ USE ONLY:

Application type: ____Renewal ____Major Amendment ____Minor Amendment ____New

County: _____ Segment Number: _____

Admin Complete Date: _____

Agency Receiving SPIF:

____ Texas Historical Commission

____ U.S. Fish and Wildlife

____ Texas Parks and Wildlife Department



____ U.S. Army Corps of Engineers

This form applies to TPDES permit applications only. (Instructions, Page 33)

The SPIF must be completed as a separate document. The TCEQ will mail a copy of the SPIF to each agency as required by the TCEQ agreement with EPA. If any of the items are not completely addressed or further information is needed, you will be contacted to provide the information before the permit is issued. Each item must be completely addressed.

Do not refer to a response of any item in the permit application form. Each attachment must be provided with this form separately from the administrative report of the application. The application will not be declared administratively complete without this form being completed in its entirety including all attachments.

The following applies to all applications:

1. Permittee Name: General Polymer Services, LLC
2. Permit No.: WQ0005211000 EPA ID No.: TX0137359
3. Address of the project (location description that includes street/highway, city/vicinity, and county):
4724 Decker Drive, Baytown, Harris County, Texas
4. Provide the name, address, phone and fax number, and email address of an individual that can be contacted to answer specific questions about the property.
First/Last Name: Davide Danese Title: President Credential: 
Organization Name: General Polymer Services, LLC
Mailing Address: 4724 Decker Drive City/State/ZIP Code: Baytown/TX/77520
Phone No.: 281-424-4673 Fax No.:  E-mail:
davide@generalpolymers.net
5. List the county in which the facility is located: Harris

TECHNICAL REPORT 1.0

INDUSTRIAL

The following information **is required** for all applications for a TLAP or an individual TPDES discharge permit.

For additional information or clarification on the requested information, refer to the [Instructions for Completing the Industrial Wastewater Permit Application](#)¹ available on the TCEQ website.

If more than one outfall is included in the application, provide applicable information for each individual outfall. **If an item does not apply to the facility, enter N/A** to indicate that the item has been considered. Include separate reports or additional sheets as **clearly cross-referenced attachments** and provide the attachment number in the space provided for the item the attachment addresses.

NOTE: This application is for an industrial wastewater permit only. Additional authorizations from the TCEQ Waste Permits Division or the TCEQ Air Permits Division may be needed.

1. FACILITY/SITE INFORMATION (Instructions, Pages 34-35)

- a. Describe the general nature of the business and type(s) of industrial and commercial activities. Include all applicable SIC codes (up to 4).

Polyolefin compounding plant (SIC Code 3087). Polyethylene and/or polypropylene are mixed with additives and fillers, melted, and extruded to form a polyolefin compound.

- b. Describe all wastewater-generating processes at the facility.

Raw water is obtained from the City of Baytown and less than 1% of a surfactant is added to the raw water (The safety data sheet is included in Attachment G). This water is supplied to an underwater pelletizing system that is used to cool the extruded polyolefin compound and form compounded polyolefin pellets. The process has an internal recirculating system.

¹ https://www.tceq.texas.gov/permitting/wastewater/industrial/TPDES_industrial_wastewater_steps.html

- c. Provide a list of raw materials, major intermediates, and final products handled at the facility.

Materials List

Raw Materials	Intermediate Products	Final Products
Polyethylene		Polyolefin pellets
Polypropylene		
Thermoplastic elastomer rubber		
Calcium carbonate		

Attachment: [REDACTED]

- d. Attach a facility map (drawn to scale) with the following information:

- Production areas, maintenance areas, materials-handling areas, waste-disposal areas, and water intake structures.
- The location of each unit of the WWTP including the location of wastewater collection sumps, impoundments, outfalls, and sampling points, if significantly different from outfall locations.

Attachment: D – Facility Map

- e. Is this a new permit application for an existing facility?

☐ Yes ☒ No

If **yes**, provide background discussion: [REDACTED]

- f. Is/will the treatment facility/disposal site be located above the 100-year frequency flood level.

☒ Yes ☐ No

List source(s) used to determine 100-year frequency flood plain: FEMA Map 48201C0745M

If **no**, provide the elevation of the 100-year frequency flood plain and describe what protective measures are used/proposed to prevent flooding (including tail water and rainfall run-on controls) of the treatment facility and disposal area: [REDACTED]

Attachment: E – FEMA Map

- g. For **new** or **major amendment** permit applications, will any construction operations result in a discharge of fill material into a water in the state?

☐ Yes ☐ No ☒ N/A (renewal only)

- h. If **yes** to Item 1.g, has the applicant applied for a USACE CWA Chapter 404 Dredge and Fill permit?

☐ Yes ☐ No

If **yes**, provide the permit number: [REDACTED]

If **no**, provide an approximate date of application submittal to the USACE: [REDACTED]

2. TREATMENT SYSTEM (Instructions, Page 35)

- a. List any physical, chemical, or biological treatment process(es) used/proposed to treat wastewater at this facility. Include a description of each treatment process, starting with initial treatment and finishing with the outfall/point of disposal.

Treatment is limited to the physical separation of the product from the cooling/finishing water through use of a hydrosieve.

- b. Attach a flow schematic **with a water balance** showing all sources of water and wastewater flow into the facility, wastewater flow into and from each treatment unit, and wastewater flow to each outfall/point of disposal.

Attachment: F – Flow Diagram

3. IMPOUNDMENTS (Instructions, Pages 35-37)

Does the facility use or plan to use any wastewater impoundments (e.g., lagoons or ponds?)

☒ Yes ☐ No

If **no**, proceed to Item 4. If **yes**, complete **Item 3.a** for **existing** impoundments and **Items 3.a - 3.e** for **new or proposed** impoundments. **NOTE:** See instructions, Pages 35-37, for additional information on the attachments required by Items 3.a – 3.e.

- a. Complete the table with the following information for each existing, new, or proposed impoundment:

Use Designation: Indicate the use designation for each impoundment as Treatment (**T**), Disposal (**D**), Containment (**C**), or Evaporation (**E**).

Associated Outfall Number: Provide an outfall number if a discharge occurs or will occur.

Liner Type: Indicate the liner type as Compacted clay liner (**C**), In-situ clay liner (**I**), Synthetic/plastic/rubber liner (**S**), or Alternate liner (**A**). **NOTE:** See instructions for further detail on liner specifications. If an alternate liner (**A**) is selected, include an attachment that provides a description of the alternate liner and any additional technical information necessary for an evaluation.

Leak Detection System: If any leak detection systems are in place/planned, enter **Y** for yes. Otherwise, enter **N** for no.

Groundwater Monitoring Wells and Data: If groundwater monitoring wells are in place/planned, enter **Y** for yes. Otherwise, enter **N** for no. Attach any existing groundwater monitoring data.

Dimensions: Provide the dimensions, freeboard, surface area, storage capacity of the impoundments, and the maximum depth (not including freeboard). For impoundments with irregular shapes, submit surface area instead of length and width.

Compliance with 40 CFR Part 257, Subpart D: If the impoundment is required to be in compliance with 40 CFR Part 257, Subpart D, enter **Y** for yes. Otherwise, enter **N** for no.

Date of Construction: Enter the date construction of the impoundment commenced (mm/dd/yy).

Impoundment Information

Parameter	Pond #1	Pond #2	Pond #	Pond #
Use Designation: (T) (D) (C) or (E)	C			
Associated Outfall Number	002			
Liner Type (C) (I) (S) or (A)	None*			
Alt. Liner Attachment Reference				
Leak Detection System, Y/N	N			
Groundwater Monitoring Wells, Y/N				
Groundwater Monitoring Data Attachment				
Pond Bottom Located Above The Seasonal High-Water Table, Y/N				
Length (ft), Triangle	220'x186'x283'			
Width (ft)				
Max Depth From Water Surface (ft), Not Including Freeboard	7			
Freeboard (ft)	5.5			
Surface Area (acres)	0.47			
Storage Capacity (gallons)	1.6			
40 CFR Part 257, Subpart D, Y/N	N			
Date of Construction				
*Impoundment is only for stormwater associated with industrial activity – liner not required.				

Impoundment Information

Parameter	Pond #	Pond #	Pond #	Pond #
Use Designation: (T) (D) (C) or (E)				
Associated Outfall Number				
Liner Type (C) (I) (S) or (A)				
Alt. Liner Attachment Reference				
Leak Detection System, Y/N				
Groundwater Monitoring Wells, Y/N				
Groundwater Monitoring Data Attachment				
Pond Bottom Located Above The Seasonal High-Water Table, Y/N				
Length (ft)				
Width (ft)				
Max Depth From Water Surface (ft), not including freeboard				
Freeboard (ft)				
Surface Area (acres)				
Storage Capacity (gallons)				
40 CFR Part 257, Subpart D, Y/N				
Date of Construction				

Attachment:

The following information (**Items 3.b – 3.e**) is required only for **new or proposed** impoundments. **Impoundment is only for stormwater associated with industrial activity. Liner requirements should not apply.**

b. For new or proposed impoundments, attach any available information on the following items. If attached, check **yes** in the appropriate box. Otherwise, check **no** or **not yet designed**.

i. Liner data

☐ Yes ☒ No ☐ Not yet designed

ii. Leak detection system or groundwater monitoring data

☐ Yes ☒ No ☐ Not yet designed

iii. Groundwater impacts

☐ Yes ☒ No ☐ Not yet designed

NOTE: Item b.iii is required if the bottom of the pond is not above the seasonal high-water table in the shallowest water-bearing zone.

Attachment:

For TLAP applications: Items 3.c – 3.e are not required, continue to Item 4.

c. Attach a USGS map or a color copy of original quality and scale which accurately locates and identifies all known water supply wells and monitor wells within ½-mile of the impoundments.

Attachment:

d. Attach copies of State Water Well Reports (e.g., driller's logs, completion data, etc.), and data on depths to groundwater for all known water supply wells including a description of how the depths to groundwater were obtained.

Attachment:

e. Attach information pertaining to the groundwater, soils, geology, pond liner, etc. used to assess the potential for migration of wastes from the impoundments or the potential for contamination of groundwater or surface water.

Attachment:

4. OUTFALL/DISPOSAL METHOD INFORMATION (Instructions, Pages 38-39)

Complete the following tables to describe the location and wastewater discharge or disposal operations for each outfall for discharge operations and for each point of disposal for TLAP operations.

If there are more outfalls/points of disposal at the facility than the spaces provided, copies of pages 6 and/Or numbered accordingly (i.e., page 6a, 6b, etc.) may be used to provide information on the additional outfalls.

For TLAP applications: Indicate the disposal method and each individual irrigation area **I**, evaporation pond **E**, or subsurface drainage system **S** by providing the appropriate letter designation for the disposal method followed by a numerical designation for each disposal area in the space provided for **Outfall** number (e.g. **E1** for evaporation pond 1, **I2** for irrigation area No. 2, etc.).

Outfall Latitude and Longitude

Outfall Number	Latitude-decimal degrees	Longitude-decimal degrees
001	29.7770	-95.0169
002	29.7769	-95.0181

Outfall Location Description

Outfall Number	Location Description
001	At northeast corner of the property
002	At the discharge of the stormwater impoundment

Description of Sampling Points (if different from Outfall location)

Outfall Number	Description of Sampling Point
001	Outlet of holding tank
002	At the discharge of the stormwater impoundment

Outfall Flow Information – Permitted and Proposed

Outfall Number	Permitted Daily Avg Flow (MGD)	Permitted Daily Max Flow (MGD)	Proposed Daily Avg Flow (MGD)	Proposed Daily Max Flow (MGD)	Anticipated Discharge Date (mm/dd/yy)
001	0.005	0.0075			
002	Report	Report			

Outfall Discharge – Method and Measurement

Outfall Number	Pumped Discharge? Y/N	Gravity Discharge? Y/N	Type of Flow Measurement Device Used
001	Y	N	Flowmeter
002	N	Y	Not Required

Outfall Discharge – Flow Characteristics

Outfall Number	Intermittent Discharge? Y/N	Continuous Discharge? Y/N	Seasonal Discharge? Y/N	Discharge Duration (hrs/day)	Discharge Duration (days/mo)	Discharge Duration (mo/yr)
001	N	N	Y	8	3100	12
002	Y	N	N	NA	NA	NA

Wastestream Contributions

Outfall No.: 001

Contributing Wastestreams	Volume (MGD)	% of Total Flow
Cooling/Finishing Water	0.025	100

Outfall No.: 002

Contributing Wastestreams	Volume (MGD)	% of Total Flow
Stormwater		100

Outfall No.:

Contributing Wastestreams	Volume (MGD)	% of Total Flow

Attachment:

5. BLOWDOWN AND ONCE-THROUGH COOLING WATER DISCHARGES (Instructions, Page 39)

- a. Does the facility use/propose to use any cooling towers which discharge blowdown or other wastestreams to the outfall(s)?

☐ Yes ☒ No

NOTE: If the facility uses or plans to use cooling towers, Item 12 **is required**.

- b. Does the facility use or plan to use any boilers that discharge blowdown or other wastestreams to the outfall(s)?

☐ Yes ☒ No

- c. Does or will the facility discharge once-through cooling water to the outfall(s)?

☐ Yes ☒ No

NOTE: If the facility uses or plans to use once-through cooling water, Item 12 **is required**.

- d. If **yes** to Items 5.a, 5.b, **or** 5.c, attach the SDS with the following information for each chemical additive.

- Manufacturers Product Identification Number
- Product use (e.g., biocide, fungicide, corrosion inhibitor, etc.)
- Chemical composition including CASRN for each ingredient
- Classify product as non-persistent, persistent, or bioaccumulative
- Product or active ingredient half-life
- Frequency of product use (e.g., 2 hours/day once every two weeks)
- Product toxicity data specific to fish and aquatic invertebrate organisms
- Concentration of whole product or active ingredient, as appropriate, in wastestream.

Attach a summary of this information in addition to the submittal of the SDS for each specific wastestream and the associated chemical additives and specify which outfalls are affected.

Attachment:

- e. Cooling Towers and Boilers

If **yes** to either Item 5.a **or** 5.b, complete the following table.

Cooling Towers and Boilers

Type of Unit	Number of Units	Dly Avg Blowdown (gallons/day)	Dly Max Blowdown (gallons/day)
Cooling Towers	0		
Boilers	0		

6. STORMWATER MANAGEMENT (Instructions, Pages 39-40)

Are there any existing/proposed outfalls which discharge stormwater associated with industrial activities, as defined at *40 CFR § 122.26(b)(14)*, commingled with any other wastestream?

☐ Yes ☒ No

If **yes**, briefly describe the industrial processes and activities that occur outdoors or in some manner which may result in exposure of the activities or materials to stormwater:

7. DOMESTIC SEWAGE, SEWAGE SLUDGE, AND SEPTAGE MANAGEMENT AND DISPOSAL (Instructions, Page 40)

- a. Check the box next to the appropriate method of domestic sewage and domestic sewage sludge treatment or disposal. Complete Worksheet 5.0 or Item 7.b if directed to do so.
- ☒ Domestic sewage is routed (i.e., connected to or transported to) to a WWTP permitted to receive domestic sewage for treatment, disposal, or both. **Complete Item 7.b.**
 - ☐ Domestic sewage is disposed of by an on-site septic tank and drainfield system. **Complete Item 7.b.**
 - ☐ Domestic and industrial treatment sludge **ARE commingled** prior to use or disposal.
 - ☐ Industrial wastewater and domestic sewage are treated separately, and the respective sludge **IS NOT commingled** prior to sludge use or disposal. **Complete Worksheet 5.0.**
 - ☐ Facility is a POTW. **Complete Worksheet 5.0.**
 - ☐ Domestic sewage is not generated on-site.
 - ☐ Other (e.g., portable toilets), specify and **Complete Item 7.b:**
- b. Provide the name and TCEQ, NPDES, or TPDES Permit No. of the waste-disposal facility which receives the domestic sewage/septage. If hauled by motorized vehicle, provide the name and TCEQ Registration No. of the hauler.

Domestic Sewage Plant/Hauler Name

Plant/Hauler Name	Permit/Registration No.
Central District Plant WWTP	WQ0010395002
Northeast District WWTP	WQ0010395010

8. IMPROVEMENTS OR COMPLIANCE/ENFORCEMENT REQUIREMENTS (Instructions, Page 40)

- a. Is the permittee currently required to meet any implementation schedule for compliance or enforcement?
- ☐ Yes ☒ No
- b. Has the permittee completed or planned for any improvements or construction projects?
- ☐ Yes ☒ No
- c. If **yes** to either 8.a or 8.b, provide a brief summary of the requirements and a status update:

9. TOXICITY TESTING (Instructions, Page 41)

Have any biological tests for acute or chronic toxicity been made on any of the discharges or on a receiving water in relation to the discharge within the last three years?

☐ Yes ☒ No

If **yes**, identify the tests and describe their purposes:

Additionally, attach a copy of all tests performed which **have not** been submitted to the TCEQ or EPA.

Attachment:

10. OFF-SITE/THIRD PARTY WASTES (Instructions, Page 41)

- a. Does or will the facility receive wastes from off-site sources for treatment at the facility, disposal on-site via land application, or discharge via a permitted outfall?

☐ Yes ☒ No

If **no**, proceed to Item 11. If **yes**, provide responses to Items 10.b through 10.d below.

- b. Attach the following information to the application:

- List of wastes received (including volumes, characterization, and capability with on-site wastes).
- Identify the sources of wastes received (including the legal name and addresses of the generators).
- Description of the relationship of waste source(s) with the facility's activities.

Attachment:

- c. Is or will wastewater from another TCEQ, NPDES, or TPDES permitted facility commingled with this facility's wastewater after final treatment and prior to discharge via the final outfall/point of disposal?

☐ Yes ☒ No

If **yes**, provide the name, address, and TCEQ, NPDES, or TPDES permit number of the contributing facility and a copy of any agreements or contracts relating to this activity.

Attachment:

- d. Is this facility a POTW that accepts/will accept process wastewater from any SIU and has/is required to have an approved pretreatment program under the NPDES/TPDES program?

☐ Yes ☒ No

If **yes**, **Worksheet 6.0** of this application **is required**.

11. RADIOACTIVE MATERIALS (Instructions, Pages 41-42)

- a. Are/will radioactive materials be mined, used, stored, or processed at this facility?

☐ Yes ☒ No

If **yes**, use the following table to provide the results of one analysis of the effluent for all radioactive materials that may be present. Provide results in pCi/L.

Radioactive Materials Mined, Used, Stored, or Processed

Radioactive Material	Concentration (pCi/L)

- b. Does the applicant or anyone at the facility have any knowledge or reason to believe that radioactive materials may be present in the discharge, including naturally occurring radioactive materials in the source waters or on the facility property?

☐ Yes ☒ No

If **yes**, use the following table to provide the results of one analysis of the effluent for all radioactive materials that may be present. Provide results in pCi/L. Do not include information provided in response to Item 11.a.

Radioactive Materials Present in the Discharge

Radioactive Material	Concentration (pCi/L)

12. COOLING WATER (Instructions, Pages 42-43)

- a. Does the facility use or propose to use water for cooling purposes?

☒ Yes ☐ No

If **no**, stop here. If **yes**, complete Items 12.b thru 12.f.

- b. Cooling water is/will be obtained from a groundwater source (e.g., on-site well).

☐ Yes ☒ No

If **yes**, stop here. If **no**, continue.

- c. Cooling Water Supplier

- i. Provide the name of the owner(s) and operator(s) for the CWIS that supplies or will supply water for cooling purposes to the facility.

Cooling Water Intake Structure(s) Owner(s) and Operator(s)

CWIS ID				
Owner	City of Baytown			
Operator	City of Baytown			

- ii. Cooling water is/will be obtained from a Public Water Supplier (PWS)

☒ Yes ☐ No

If **no**, continue. If **yes**, provide the PWS Registration No. and stop here: TX101003

- iii. Cooling water is/will be obtained from an Independent Supplier

☐ Yes ☐ No

If **no**, proceed to Item 12.d. If **yes**, contact the Industrial Permits Team to determine what application materials are required. Attach copies of the correspondence with the TCEQ and any required application materials, as stipulated in the correspondence with the TCEQ.

Attachment:

d. 316(b) General Criteria

- i. The CWIS(s) have or will have a cumulative design intake flow of 2 MGD or greater

☐ Yes ☐ No

- ii. At least 25% of the total water withdrawn by the CWIS is/will be used exclusively for cooling purposes on an annual average basis

☐ Yes ☐ No

- iii. The facility withdraws/proposes to withdraw water for cooling purposes from surface waters that meet the definition of Waters of the United States in *40 CFR § 122.2*.

☐ Yes ☐ No

If **no**, provide an explanation of how the waterbody does not meet the definition of Waters of the United States in *40 CFR § 122.2*:

If **yes** to all three questions in Item 12.d, the facility is subject to 316(b). Proceed to Item 12.f.

If **no** to any of the questions in Item 12.d, the facility does not meet the minimum criteria to be subject to the full requirements of 316(b). Proceed to Item 12.e.

- e. The facility is **not subject** to 316(b) **and uses/proposes to use cooling towers**.

☐ Yes ☐ No

If **yes**, stop here. If **no**, complete Worksheet 11.0, Items 1(a), 1(b)(i-iii) and (vi), 2(b)(i), and 3(a) to allow for a determination based upon BPJ.

f. Phase I vs Phase II Facilities

- i. Existing facility (Phase II)

☐ Yes ☐ No

If **yes**, complete Worksheets 11.0 through 11.3, as applicable. Otherwise, continue.

- ii. New Facility – (Phase I)

☐ Yes ☐ No

If **yes**, check the box next to the facility's compliance track selection, attach the requested information, and complete Worksheet 11.0, Items 2 and 3, and Worksheet 11.2:

- ☐ Track I - AIF greater than 2 MGD, but less than 10 MGD
- Attach information required by *40 CFR §§ 125.86(b)(2)-(4)*.
- ☐ Track I - AIF greater than 10 MGD
- Attach information required by *40 CFR § 125.86(b)*.
- ☐ Track II
- Attach information required by *40 CFR § 125.86(c)*.

Attachment:

NOTE: Item 13 is required only for existing permitted facilities.

13. PERMIT CHANGE REQUESTS (Instructions, Pages 43-44)

a. Is the facility requesting a **major amendment** of an existing permit?

☐

Yes

☒

No

If **yes**, list each request individually and provide the following information: 1) detailed information regarding the scope of each request and 2) a justification for each request. Attach any supplemental information or additional data to support each request.

Indicate any text

b. Is the facility requesting any **minor amendments** to the permit?

☐

Yes

☒

No

If **yes**, list and discuss the requested changes.

Indicate any text

c. Is the facility requesting any **minor modifications** to the permit?

☐

Yes

☒

No

If **yes**, list and discuss the requested changes.

Indicate any text

WORKSHEET 1.0

EPA CATEGORICAL EFFLUENT GUIDELINES

This worksheet **is required** for all applications for TPDES permits for discharges of wastewaters subject to EPA categorical effluent limitation guidelines (ELGs).

1. CATEGORICAL INDUSTRIES (Instructions, Pages 47-48)

Is this facility subject to any of the 40 CFR categorical ELGs outlined on page 52 of the instructions?

☒ Yes ☐ No

If **no**, this worksheet is not required. If **yes**, provide the appropriate information in the table below.

40 CFR Effluent Guidelines

Industry	40 CFR Part
Plastics Molding and Forming – Point Source Category	463

2. PRODUCTION/PROCESS DATA (Instructions, Page 48)

a. Production Data

Provide the appropriate data for effluent guidelines with production-based effluent limitations.

Production Data

Subcategory	Actual Quantity/Day	Design Quantity/Day	Units
A – Contact Cooling and Heating		Not	
B – Cleaning Water			
C – Finishing Water			

b. Organic Chemicals, Plastics, and Synthetic Fibers Manufacturing Data (40 CFR Part 414)

Provide each applicable subpart and the percent of total production. Provide data for metal-bearing and cyanide-bearing wastestreams, as required by *40 CFR Part 414, Appendices A and B*.

Percentages of Total Production

Subcategory	Percent of Total Production	Appendix A and B - Metal	Appendix A – Cyanide
Not Applicable			

c. Refineries (40 CFR Part 419)

Provide the applicable subcategory and a brief justification.

Not Applicable

3. PROCESS/NON-PROCESS WASTEWATER FLOWS (Instructions, Page 48)

Provide a breakdown of wastewater flow(s) generated by the facility, including both process and non-process wastewater flow(s). Specify which wastewater flows are to be authorized for discharge under this permit and the disposal practices for wastewater flows, excluding domestic, which are not to be authorized for discharge under this permit.

100% of the discharge through Outfall 001 will be process wastewater.

4. NEW SOURCE DETERMINATION (Instructions, Page 48)

Provide a list of all wastewater-generating processes subject to EPA categorical ELGs, identify the appropriate guideline Part and Subpart, and provide the date the process/construction commenced.

Wastewater-generating Processes Subject to Effluent Guidelines

Process	EPA Guideline: Part	EPA Guideline: Subpart	Date Process/ Construction Commenced
Contact Cooling and Finishing	463	A and C	2016

WORKSHEET 2.0

POLLUTANT ANALYSES REQUIREMENTS

Worksheet 2.0 **is required** for all applications submitted for a TPDES permit. Worksheet 2.0 is not required for applications for a permit to dispose of all wastewater by land disposal or for discharges solely of stormwater associated with industrial activities.

1. LABORATORY ACCREDITATION (Instructions, Page 49)

Effective July 1, 2008, all laboratory tests performed must meet the requirements of *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification* with the following general exemptions:

- a. The laboratory is an in-house laboratory and is:
 - i. periodically inspected by the TCEQ; or
 - ii. located in another state and is accredited or inspected by that state; or
 - iii. performing work for another company with a unit located in the same site; or
 - iv. performing pro bono work for a governmental agency or charitable organization.
- b. The laboratory is accredited under federal law.
- c. The data are needed for emergency-response activities, and a laboratory accredited under the Texas Laboratory Accreditation Program is not available.
- d. The laboratory supplies data for which the TCEQ does not offer accreditation.

Review *30 TAC Chapter 25* for specific requirements. The following certification statement shall be signed and submitted with every application. See Instructions, Page 32, for a list of approved signatories.

I, _____, certify that all laboratory tests submitted with this application meet the requirements of *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification*.

(Signature)

2. GENERAL TESTING REQUIREMENTS (Instructions, Pages 49-51)

- a. Provide the date range of all sampling events conducted to obtain the analytical data submitted with this application (e.g., 05/01/2018-05/30/2018): **The facility has not discharged since TPDES Permit No. WQ0005211000 was issued. Sampling will be conducted upon discharge and analytical results will be submitted to the TCEQ.**
- b. ☐ Check the box to confirm all samples were collected no more than 12 months prior to the date of application submittal.
- c. Read the general testing requirements in the instructions for important information about sampling, test methods, and MALs. If a contact laboratory was used, attach a list which includes the name, contact information, and pollutants analyzed for each laboratory/firm. **Attachment:** _____

3. SPECIFIC TESTING REQUIREMENTS (Instructions, Pages 51-62)

Attach correspondence from TCEQ approving submittal of less than the required number of samples, if applicable. **Attachment:** _____

TABLE 1 and TABLE 2 (Instructions, Page 50)

Completion of Tables 1 and 2 **is required** for **all external outfalls** for all TPDES permit applications.

Table 1 for Outfall No.: 001

Samples are (check one): ☐ **Composite** ☒ **Grab**

Pollutant	Sample 1 (mg/L)	Sample 2 (mg/L)	Sample 3 (mg/L)	Sample 4 (mg/L)
BOD (5-day)				
CBOD (5-day)				
Chemical oxygen demand				
Total organic carbon				
Dissolved oxygen				
Ammonia nitrogen				
Total suspended solids				
Nitrate nitrogen				
Total organic nitrogen				
Total phosphorus				
Oil and grease				
Total residual chlorine				
Total dissolved solids				
Sulfate				
Chloride				
Fluoride				
Total alkalinity (mg/L as CaCO ₃)				
Temperature (°F)				
pH (standard units)				

Table 2 for Outfall No.: 001

Samples are (check one): ☐ **Composites** ☒ **Grabs**

Pollutant	Sample 1 (µg/L)	Sample 2 (µg/L)	Sample 3 (µg/L)	Sample 4 (µg/L)	MAL (µg/L)
Aluminum, total					2.5
Antimony, total					5
Arsenic, total					0.5
Barium, total					3
Beryllium, total					0.5
Cadmium, total					1
Chromium, total					3
Chromium, hexavalent					3
Chromium, trivalent					N/A
Copper, total					2
Cyanide, available					2/10
Lead, total					0.5
Mercury, total					0.005/0.0005
Nickel, total					2
Selenium, total					5
Silver, total					0.5

Pollutant	Sample 1 (µg/L)	Sample 2 (µg/L)	Sample 3 (µg/L)	Sample 4 (µg/L)	MAL (µg/L)
Thallium, total					0.5
Zinc, total					5.0

TABLE 3 (Instructions, Page 50)

Completion of Table 3 **is required** for all **external outfalls** which discharge process wastewater.

Partial completion of Table 3 **is required** for all **external outfalls** which discharge non-process wastewater and stormwater associated with industrial activities commingled with other wastestreams (see instructions for additional guidance).

Table 3 for Outfall No.: 001

Samples are (check one): ☐ **Composites** ☒ **Grabs**

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)*
Acrylonitrile					50
Anthracene					10
Benzene					10
Benzidine					50
Benzo(a)anthracene					5
Benzo(a)pyrene					5
Bis(2-chloroethyl)ether					10
Bis(2-ethylhexyl)phthalate					10
Bromodichloromethane [Dichlorobromomethane]					10
Bromoform					10
Carbon tetrachloride					2
Chlorobenzene					10
Chlorodibromomethane [Dibromochloromethane]					10
Chloroform					10
Chrysene					5
m-Cresol [3-Methylphenol]					10
o-Cresol [2-Methylphenol]					10
p-Cresol [4-Methylphenol]					10
1,2-Dibromoethane					10
m-Dichlorobenzene [1,3-Dichlorobenzene]					10
o-Dichlorobenzene [1,2-Dichlorobenzene]					10
p-Dichlorobenzene [1,4-Dichlorobenzene]					10
3,3'-Dichlorobenzidine					5
1,2-Dichloroethane					10
1,1-Dichloroethene [1,1-Dichloroethylene]					10

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)*
Dichloromethane [Methylene chloride]					20
1,2-Dichloropropane					10
1,3-Dichloropropene [1,3-Dichloropropylene]					10
2,4-Dimethylphenol					10
Di-n-Butyl phthalate					10
Ethylbenzene					10
Fluoride					500
Hexachlorobenzene					5
Hexachlorobutadiene					10
Hexachlorocyclopentadiene					10
Hexachloroethane					20
Methyl ethyl ketone					50
Nitrobenzene					10
N-Nitrosodiethylamine					20
N-Nitroso-di-n-butylamine					20
Nonylphenol					333
Pentachlorobenzene					20
Pentachlorophenol					5
Phenanthrene					10
Polychlorinated biphenyls (PCBs) (**)					0.2
Pyridine					20
1,2,4,5-Tetrachlorobenzene					20
1,1,2,2-Tetrachloroethane					10
Tetrachloroethene [Tetrachloroethylene]					10
Toluene					10
1,1,1-Trichloroethane					10
1,1,2-Trichloroethane					10
Trichloroethene [Trichloroethylene]					10
2,4,5-Trichlorophenol					50
TTHM (Total trihalomethanes)					10
Vinyl chloride					10

(*) Indicate units if different from µg/L.

(**) Total of detects for PCB-1242, PCB-1254, PCB-1221, PCB-1232, PCB-1248, PCB-1260, and PCB-1016. If all non-detects, enter the highest non-detect preceded by a "<".

TABLE 4 (Instructions, Pages 50-51)

Partial completion of Table 4 **is required** for each **external outfall** based on the conditions below.

a. Tributyltin

Is this facility an industrial/commercial facility which currently or proposes to directly dispose of wastewater from the types of operations listed below or a domestic facility which currently or proposes to receive wastewater from the types of industrial/commercial operations listed below?

☐ Yes ☒ No

If **yes**, check the box next to each of the following criteria which apply and provide the appropriate testing results in Table 4 below (check all that apply).

- ☐ Manufacturers and formulators of tributyltin or related compounds.
- ☐ Painting of ships, boats and marine structures.
- ☐ Ship and boat building and repairing.
- ☐ Ship and boat cleaning, salvage, wrecking and scaling.
- ☐ Operation and maintenance of marine cargo handling facilities and marinas.
- ☐ Facilities engaged in wood preserving.
- ☐ Any other industrial/commercial facility for which tributyltin is known to be present, or for which there is any reason to believe that tributyltin may be present in the effluent.

b. Enterococci (discharge to saltwater)

- i. This facility discharges/proposes to discharge directly into saltwater receiving waters **and** Enterococci bacteria are expected to be present in the discharge based on facility processes.

☐ Yes ☒ No

- ii. Domestic wastewater is/will be discharged.

☐ Yes ☒ No

If **yes to either** question, provide the appropriate testing results in Table 4 below.

c. E. coli (discharge to freshwater)

- i. This facility discharges/proposes to discharge directly into freshwater receiving waters **and** *E. coli* bacteria are expected to be present in the discharge based on facility processes.

☐ Yes ☒ No

- ii. Domestic wastewater is/will be discharged.

☐ Yes ☒ No

If **yes to either** question, provide the appropriate testing results in Table 4 below.

Table 4 for Outfall No.: 1000000000

Samples are (check one): ☐ **Composites** ☐ **Grabs**

Pollutant	Sample 1	Sample 2	Sample 3	Sample 4	MAL
Tributyltin (µg/L)					0.010
Enterococci (cfu or MPN/100 mL)					N/A
<i>E. coli</i> (cfu or MPN/100 mL)					N/A

TABLE 5 (Instructions, Page 51)

Completion of Table 5 is required for all **external outfalls** which discharge process wastewater from a facility which manufactures or formulates pesticides or herbicides or other wastewaters which may contain pesticides or herbicides.

If this facility does not/will not manufacture or formulate pesticides or herbicides and does not/will not discharge other wastewaters which may contain pesticides or herbicides, check N/A.

☒ N/A

Table 5 for Outfall No.:

Samples are (check one): ☐ **Composites** ☐ **Grabs**

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)*
Aldrin					0.01
Carbaryl					5
Chlordane					0.2
Chlorpyrifos					0.05
4,4'-DDD					0.1
4,4'-DDE					0.1
4,4'-DDT					0.02
2,4-D					0.7
Danitol [Fenprothrin]					—
Demeton					0.20
Diazinon					0.5/0.1
Dicofol [Kelthane]					1
Dieldrin					0.02
Diuron					0.090
Endosulfan I (<i>alpha</i>)					0.01
Endosulfan II (<i>beta</i>)					0.02
Endosulfan sulfate					0.1
Endrin					0.02
Guthion [Azinphos methyl]					0.1
Heptachlor					0.01
Heptachlor epoxide					0.01
Hexachlorocyclohexane (<i>alpha</i>)					0.05
Hexachlorocyclohexane (<i>beta</i>)					0.05
Hexachlorocyclohexane (<i>gamma</i>) [Lindane]					0.05
Hexachlorophene					10
Malathion					0.1
Methoxychlor					2.0
Mirex					0.02
Parathion (ethyl)					0.1
Toxaphene					0.3
2,4,5-TP [Silvex]					0.3

* Indicate units if different from µg/L.

TABLE 6 (Instructions, Page 52)

Completion of Table 6 is required for all external outfalls.

Table 6 for Outfall No.: 001

Samples are (check one): ☐ Composites ☒ Grabs

Pollutants	Believed Present	Believed Absent	Sample 1 (mg/L)	Sample 2 (mg/L)	Sample 3 (mg/L)	Sample 4 (mg/L)	MAL (µg/L)*
Bromide	<input type="checkbox"/>	<input checked="" type="checkbox"/>					400
Color (PCU)	<input type="checkbox"/>	<input checked="" type="checkbox"/>					—
Nitrate-Nitrite (as N)	<input type="checkbox"/>	<input checked="" type="checkbox"/>					—
Sulfide (as S)	<input type="checkbox"/>	<input checked="" type="checkbox"/>					—
Sulfite (as SO ₃)	<input type="checkbox"/>	<input checked="" type="checkbox"/>					—
Surfactants	<input checked="" type="checkbox"/>	<input type="checkbox"/>					—
Boron, total	<input type="checkbox"/>	<input checked="" type="checkbox"/>					20
Cobalt, total	<input type="checkbox"/>	<input checked="" type="checkbox"/>					0.3
Iron, total	<input type="checkbox"/>	<input checked="" type="checkbox"/>					7
Magnesium, total	<input type="checkbox"/>	<input checked="" type="checkbox"/>					20
Manganese, total	<input type="checkbox"/>	<input checked="" type="checkbox"/>					0.5
Molybdenum, total	<input type="checkbox"/>	<input checked="" type="checkbox"/>					1
Tin, total	<input type="checkbox"/>	<input checked="" type="checkbox"/>					5
Titanium, total	<input type="checkbox"/>	<input checked="" type="checkbox"/>					30

* Indicate units if different from µg/L.

TABLE 7 (Instructions, Page 52)

Check the box next to any of the industrial categories applicable to this facility. If no categories are applicable, check N/A. If GC/MS testing is required, check the box provided to confirm the testing results for the appropriate parameters are provided with the application.

☐ N/A

Table 7 for Applicable Industrial Categories

Industrial Category	40 CFR Part	Volatiles Table 8	Acids Table 9	Bases/Neutrals Table 10	Pesticides Table 11
<input type="checkbox"/> Adhesives and Sealants		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Aluminum Forming	467	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Auto and Other Laundries		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> Battery Manufacturing	461	<input type="checkbox"/> Yes	No	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Coal Mining	434	No	No	No	No
<input type="checkbox"/> Coil Coating	465	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Copper Forming	468	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Electric and Electronic Components	469	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> Electroplating	413	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Explosives Manufacturing	457	No	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Foundries		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Gum and Wood Chemicals - Subparts A,B,C,E	454	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No	No
<input type="checkbox"/> Gum and Wood Chemicals - Subparts D,F	454	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Inorganic Chemicals Manufacturing	415	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Iron and Steel Manufacturing	420	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Leather Tanning and Finishing	425	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Mechanical Products Manufacturing		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Nonferrous Metals Manufacturing	421,471	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> Ore Mining - Subpart B	440	No	<input type="checkbox"/> Yes	No	No
<input type="checkbox"/> Organic Chemicals Manufacturing	414	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> Paint and Ink Formulation	446,447	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Pesticides	455	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> Petroleum Refining	419	<input type="checkbox"/> Yes	No	No	No
<input type="checkbox"/> Pharmaceutical Preparations	439	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Photographic Equipment and Supplies	459	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Plastic and Synthetic Materials Manufacturing	414	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input checked="" type="checkbox"/> Plastic Processing	463	<input checked="" type="checkbox"/> Yes	No	No	No
<input type="checkbox"/> Porcelain Enameling	466	No	No	No	No
<input type="checkbox"/> Printing and Publishing		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> Pulp and Paperboard Mills - Subpart C	430	<input type="checkbox"/> *	<input type="checkbox"/> Yes	<input type="checkbox"/> *	<input type="checkbox"/> Yes
<input type="checkbox"/> Pulp and Paperboard Mills - Subparts F, K	430	<input type="checkbox"/> *	<input type="checkbox"/> Yes	<input type="checkbox"/> *	<input type="checkbox"/> *
<input type="checkbox"/> Pulp and Paperboard Mills - Subparts A, B, D, G, H	430	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> *	<input type="checkbox"/> *
<input type="checkbox"/> Pulp and Paperboard Mills - Subparts I, J, L	430	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> *	<input type="checkbox"/> Yes
<input type="checkbox"/> Pulp and Paperboard Mills - Subpart E	430	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> *
<input type="checkbox"/> Rubber Processing	428	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Soap and Detergent Manufacturing	417	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Steam Electric Power Plants	423	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No	No
<input type="checkbox"/> Textile Mills (Not Subpart C)	410	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Timber Products Processing	429	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes

* Test if believed present.

TABLES 8, 9, 10, and 11 (Instructions, Page 52)

Completion of Tables 8, 9, 10, and 11 **is required** as specified in Table 7 for all **external outfalls** that contain process wastewater.

Completion of Tables 8, 9, 10, and 11 **may be required** for types of industry not specified in Table 7 for specific parameters that are believed to be present in the wastewater.

Table 8 for Outfall No.: 001 : Volatile Compounds

Samples are (check one): ☐ **Composites** ☒ **Grabs**

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)
Acrolein					50
Acrylonitrile					50
Benzene					10
Bromoform					10
Carbon tetrachloride					2
Chlorobenzene					10
Chlorodibromomethane					10
Chloroethane					50
2-Chloroethylvinyl ether					10
Chloroform					10
Dichlorobromomethane [Bromodichloromethane]					10
1,1-Dichloroethane					10
1,2-Dichloroethane					10
1,1-Dichloroethylene [1,1-Dichloroethene]					10
1,2-Dichloropropane					10
1,3-Dichloropropylene [1,3-Dichloropropene]					10
Ethylbenzene					10
Methyl bromide [Bromomethane]					50
Methyl chloride [Chloromethane]					50
Methylene chloride [Dichloromethane]					20
1,1,2,2-Tetrachloroethane					10
Tetrachloroethylene [Tetrachloroethene]					10
Toluene					10
1,2-Trans-dichloroethylene [1,2-Trans-dichloroethene]					10
1,1,1-Trichloroethane					10
1,1,2-Trichloroethane					10
Trichloroethylene [Trichloroethene]					10
Vinyl chloride					10

* Indicate units if different from µg/L.

Table 9 for Outfall No.: [REDACTED] : Acid Compounds**Samples are (check one):** ☐ Composites ☐ Grabs

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)
2-Chlorophenol					10
2,4-Dichlorophenol					10
2,4-Dimethylphenol					10
4,6-Dinitro-o-cresol					50
2,4-Dinitrophenol					50
2-Nitrophenol					20
4-Nitrophenol					50
p-Chloro-m-cresol					10
Pentachlorophenol					5
Phenol					10
2,4,6-Trichlorophenol					10

* Indicate units if different from µg/L.

Table 10 for Outfall No.: [REDACTED] : Base/Neutral Compounds**Samples are (check one):** ☐ Composites ☐ Grabs

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)
Acenaphthene					10
Acenaphthylene					10
Anthracene					10
Benzidine					50
Benzo(a)anthracene					5
Benzo(a)pyrene					5
3,4-Benzofluoranthene [Benzo(b)fluoranthene]					10
Benzo(ghi)perylene					20
Benzo(k)fluoranthene					5
Bis(2-chloroethoxy)methane					10
Bis(2-chloroethyl)ether					10
Bis(2-chloroisopropyl)ether					10
Bis(2-ethylhexyl)phthalate					10
4-Bromophenyl phenyl ether					10
Butylbenzyl phthalate					10
2-Chloronaphthalene					10
4-Chlorophenyl phenyl ether					10
Chrysene					5
Dibenzo(a,h)anthracene					5
1,2-Dichlorobenzene [o-Dichlorobenzene]					10
1,3-Dichlorobenzene [m-Dichlorobenzene]					10
1,4-Dichlorobenzene [p-Dichlorobenzene]					10
3,3'-Dichlorobenzidine					5

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)
Diethyl phthalate					10
Dimethyl phthalate					10
Di-n-butyl phthalate					10
2,4-Dinitrotoluene					10
2,6-Dinitrotoluene					10
Di-n-octyl phthalate					10
1,2-Diphenylhydrazine (as Azobenzene)					20
Fluoranthene					10
Fluorene					10
Hexachlorobenzene					5
Hexachlorobutadiene					10
Hexachlorocyclopentadiene					10
Hexachloroethane					20
Indeno(1,2,3-cd)pyrene					5
Isophorone					10
Naphthalene					10
Nitrobenzene					10
N-Nitrosodimethylamine					50
N-Nitrosodi-n-propylamine					20
N-Nitrosodiphenylamine					20
Phenanthrene					10
Pyrene					10
1,2,4-Trichlorobenzene					10

* Indicate units if different from µg/L.

Table 11 for Outfall No.: **: Pesticides**

Samples are (check one): ☐ **Composites** ☐ **Grabs**

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)
Aldrin					0.01
alpha-BHC [alpha-Hexachlorocyclohexane]					0.05
beta-BHC [beta-Hexachlorocyclohexane]					0.05
gamma-BHC [gamma-Hexachlorocyclohexane]					0.05
delta-BHC [delta-Hexachlorocyclohexane]					0.05
Chlordane					0.2
4,4'-DDT					0.02
4,4'-DDE					0.1
4,4'-DDD					0.1
Dieldrin					0.02
Endosulfan I (alpha)					0.01
Endosulfan II (beta)					0.02
Endosulfan sulfate					0.1

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)
Endrin					0.02
Endrin aldehyde					0.1
Heptachlor					0.01
Heptachlor epoxide					0.01
PCB 1242					0.2
PCB 1254					0.2
PCB 1221					0.2
PCB 1232					0.2
PCB 1248					0.2
PCB 1260					0.2
PCB 1016					0.2
Toxaphene					0.3

* Indicate units if different from µg/L.

Attachment: [REDACTED]

TABLE 12 (DIOXINS/FURAN COMPOUNDS)

Complete of Table 12 **is required** for **external outfalls**, as directed below. (Instructions, Pages 53-54)

- a. Indicate which compound(s) are manufactured or used at the facility and provide a brief description of the conditions of its/their presence at the facility (check all that apply).

- | | | |
|-------------------------------------|---|----------------|
| <input type="checkbox"/> | 2,4,5-trichlorophenoxy acetic acid (2,4,5-T) | CASRN 93-76-5 |
| <input type="checkbox"/> | 2-(2,4,5-trichlorophenoxy) propanoic acid (Silvex, 2,4,5-TP) | CASRN 93-72-1 |
| <input type="checkbox"/> | 2-(2,4,5-trichlorophenoxy) ethyl 2,2-dichloropropionate (Erbon) | CASRN 136-25-4 |
| <input type="checkbox"/> | 0,0-dimethyl 0-(2,4,5-trichlorophenyl) phosphorothioate (Ronnell) | CASRN 299-84-3 |
| <input type="checkbox"/> | 2,4,5-trichlorophenol (TCP) | CASRN 95-95-4 |
| <input type="checkbox"/> | hexachlorophene (HCP) | CASRN 70-30-4 |
| <input checked="" type="checkbox"/> | None of the above | |

Description: [REDACTED]

- b. Does the applicant or anyone at the facility know or have any reason to believe that 2,3,7,8-tetrachlorodibenzo-p-dioxin (TCDD) or any congeners of TCDD may be present in the effluent proposed for discharge?

- ☐ Yes ☒ No

Description: [REDACTED]

If **yes** to either Items a **or** b, complete Table 12 as instructed.

Table 12 for Outfall No.: Samples are (check one): ☐ Composites ☐ Grabs

Compound	Toxicity Equivalent Factors	Wastewater Concentration (ppq)	Wastewater Toxicity Equivalents (ppq)	Sludge Concentration (ppt)	Sludge Toxicity Equivalents (ppt)	MAL (ppq)
2,3,7,8-TCDD	1					10
1,2,3,7,8-PeCDD	1.0					50
2,3,7,8-HxCDDs	0.1					50
1,2,3,4,6,7,8-HpCDD	0.01					50
2,3,7,8-TCDF	0.1					10
1,2,3,7,8-PeCDF	0.03					50
2,3,4,7,8-PeCDF	0.3					50
2,3,7,8-HxCDFs	0.1					50
2,3,4,7,8-HpCDFs	0.01					50
OCDD	0.0003					100
OCDF	0.0003					100
PCB 77	0.0001					500
PCB 81	0.0003					500
PCB 126	0.1					500
PCB 169	0.03					500
Total						

TABLE 13 (HAZARDOUS SUBSTANCES)Complete Table 13 **is required** for all **external outfalls** as directed below. (Instructions, Page 54)

a. Are there any pollutants listed in the instructions (pages 55-62) believed present in the discharge?

☐ Yes ☒ No

b. Are there pollutants listed in Item 1.c. of Technical Report 1.0 which are believed present in the discharge and have not been analytically quantified elsewhere in this application?

☐ Yes ☒ NoIf **yes** to either Items a **or** b, complete Table 13 as instructed.**Table 13 for Outfall No.:** Samples are (check one): ☐ Composites ☐ Grabs

Pollutant	CASRN	Sample 1 (µg/L)	Sample 2 (µg/L)	Sample 3 (µg/L)	Sample 4 (µg/L)	Analytical Method

WORKSHEET 4.0 RECEIVING WATERS

This worksheet **is required** for all TPDES permit applications.

1. DOMESTIC DRINKING WATER SUPPLY (Instructions, Page 74)

- a. There is a surface water intake for domestic drinking water supply located within 5 (five) miles downstream from the point/proposed point of discharge.

☐ Yes ☒ No

If **no**, stop here and proceed to Item 2. If **yes**, provide the following information:

- i. The legal name of the owner of the drinking water supply intake:

- v. The distance and direction from the outfall to the drinking water supply intake:

- b. Locate and identify the intake on the USGS 7.5-minute topographic map provided for Administrative Report 1.0.

☐ Check this box to confirm the above requested information is provided.

2. DISCHARGE INTO TIDALLY INFLUENCED WATERS (Instructions, Page 74)

If the discharge is to tidally influenced waters, complete this section. Otherwise, proceed to Item 3.

- a. Width of the receiving water at the outfall: feet

- b. Are there oyster reefs in the vicinity of the discharge?

☐ Yes ☐ No

If **yes**, provide the distance and direction from the outfall(s) to the oyster reefs:

- c. Are there sea grasses within the vicinity of the point of discharge?

☐ Yes ☐ No

If **yes**, provide the distance and direction from the outfall(s) to the grasses:

3. CLASSIFIED SEGMENT (Instructions, Page 74)

The discharge is/will be directly into (or within 300 feet of) a classified segment.

☐ Yes ☒ No

If **yes**, stop here. It is not necessary to complete Items 4 and 5 of this worksheet or Worksheet 4.1.

If **no**, complete Items 4 and 5 and Worksheet 4.1 may be required.

4. DESCRIPTION OF IMMEDIATE RECEIVING WATERS (Instructions, Page 75)

a. Name of the immediate receiving waters: Harris County Flood Control Ditch

b. Check the appropriate description of the immediate receiving waters:

- | | |
|--|---|
| <input type="checkbox"/> Lake or Pond | <input checked="" type="checkbox"/> Man-Made Channel or Ditch |
| • Surface area (acres): <input type="text"/> | <input type="checkbox"/> Stream or Creek |
| • Average depth of the entire water body (feet): <input type="text"/> | <input type="checkbox"/> Freshwater Swamp or Marsh |
| • Average depth of water body within a 500-foot radius of the discharge point (feet): <input type="text"/> | <input type="checkbox"/> Tidal Stream, Bayou, or Marsh |
| | <input type="checkbox"/> Open Bay |
| | <input type="checkbox"/> Other, specify: <input type="text"/> |

If **Man-Made Channel or Ditch** or **Stream or Creek** were selected above, provide responses to Items 4.c – 4.g below:

c. For **existing discharges**, check the description below that best characterizes the area **upstream** of the discharge.

For **new discharges**, check the description below that best characterizes the area **downstream** of the discharge.

- ☒ Intermittent (dry for at least one week during most years)
- ☐ Intermittent with Perennial Pools (enduring pools containing habitat to maintain aquatic life uses)
- ☐ Perennial (normally flowing)

Check the source(s) of the information used to characterize the area upstream (existing discharge) or downstream (new discharge):

- ☐ USGS flow records
- ☒ personal observation
- ☐ historical observation by adjacent landowner(s)
- ☐ other, specify:

d. List the names of all perennial streams that join the receiving water within three miles downstream of the discharge point: Goose Creek

e. The receiving water characteristics change within three miles downstream of the discharge (e.g., natural or man-made dams, ponds, reservoirs, etc.).

- ☒ Yes ☐ No

If **yes**, describe how: Flow is to the Harris County Flood Control District ditch and then to Goose Creek (Segment 2426), an unclassified water body.

f. General observations of the water body during normal dry weather conditions: There was water in the stormwater pond and it was free of any oil sheen or debris. The Harris County Flood Control District ditch was free of any oil sheen or debris. The retention pond was not being discharged to the ditch at the time of observation but there was some standing water in the ditch from previous rain event.

Date and time of observation: 01/23/2020 @ 2:00 P.M.

g. The water body was influenced by stormwater runoff during observations.

☒ Yes ☐ No

If **yes**, describe how: There was standing water in the Harris County Flood Control District ditch from previous a rainfall event. Stormwater was not actively being discharged from the retention pond to the ditch. There was no presence of an oil sheen or any debris in the Harris County Flood Control Ditch or in the retention pond.

5. GENERAL CHARACTERISTICS OF WATER BODY (Instructions, Page 75)

a. Is the receiving water upstream of the existing discharge or proposed discharge site influenced by any of the following (check all that apply):

<input type="checkbox"/> oil field activities	<input checked="" type="checkbox"/> urban runoff
<input type="checkbox"/> agricultural runoff	<input type="checkbox"/> septic tanks
<input type="checkbox"/> upstream discharges	<input type="checkbox"/> other, specify: <input type="text"/>

b. Uses of water body observed or evidence of such uses (check all that apply):

<input type="checkbox"/> livestock watering	<input type="checkbox"/> fishing	<input type="checkbox"/> picnic/park activities
<input type="checkbox"/> non-contact recreation	<input type="checkbox"/> industrial water supply	<input type="checkbox"/> other, specify: <input type="text"/>
<input type="checkbox"/> domestic water supply	<input type="checkbox"/> irrigation withdrawal	<input type="text"/>
<input type="checkbox"/> contact recreation	<input type="checkbox"/> navigation	

c. Description which best describes the aesthetics of the receiving water and the surrounding area (check only one):

☐ **Wilderness:** outstanding natural beauty; usually wooded or un-pastured area: water clarity exceptional

☐ **Natural Area:** trees or native vegetation common; some development evident (from fields, pastures, dwellings); water clarity discolored

☒ **Common Setting:** not offensive, developed but uncluttered; water may be colored or turbid

☐ **Offensive:** stream does not enhance aesthetics; cluttered; highly developed; dumping areas; water discolored

WORKSHEET 7.0

STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITIES

This worksheet **is required** for all TPDES permit applications requesting individual permit coverage for discharges consisting of **either**: 1) solely of stormwater discharges associated with industrial activities, as defined in *40 CFR § 122.26(b)(14)(i-xi)*, **or** 2) stormwater discharges associated with industrial activities and any of the listed allowable non-stormwater discharges, as defined in the MSGP (TXR05000), Part II, Section A, Item 6.

Discharges of stormwater as defined in *40 CFR § 122.26 (b)(13)* are not required to obtain authorization under a TPDES permit (see exceptions at *40 CFR §§ 122.26(a)(1)* and *(9)*). Authorization for discharge may be required from a local municipal separate storm sewer system.

1. APPLICABILITY (Instructions, Page 83)

Do discharges from any of the existing/proposed outfalls consist either 1) solely of stormwater discharges associated with industrial activities **or** 2) stormwater discharges associated with industrial activities and any of the allowable non-stormwater discharges?

☒ Yes ☐ No

If **no**, stop here. If **yes**, proceed as directed.

2. STORMWATER OUTFALL COVERAGE (Instructions, Page 84)

List each existing/proposed stormwater outfall at the facility and indicate which type of authorization covers or is proposed to cover discharges.

Authorization coverage

Outfall	Authorized Under MSGP	Authorized Under Individual Permit
002	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

If **all** existing/proposed outfalls which discharge stormwater associated with industrial activities (and any of the allowable non-stormwater discharges) are **authorized under the MSGP**, **stop** here.

If **seeking authorization** for any outfalls which discharge stormwater associated with industrial activities (and any of the allowable non-stormwater discharges) **under an individual permit**, **proceed**.

NOTE: The following information is required for each existing/proposed stormwater outfall for which the facility is seeking individual permit authorization under this application.

3. SITE MAP (Instructions, Page 84)

Attach a site map or maps (drawn to scale) of the entire facility with the following information.

- the location of each stormwater outfall to be covered by the permit
- an outline of the drainage area that is within the facility's boundary and that contributes stormwater to each outfall to be covered by the permit
- connections or discharge points to municipal separate storm sewer systems
- locations of all structures (e.g. buildings, garages, storage tanks)
- structural control devices that are designed to reduce pollution in discharges of stormwater associated with industrial activities
- process wastewater treatment units (including ponds)
- bag house and other air treatment units exposed to stormwater (stormwater runoff, snow melt runoff, and surface runoff and drainage)
- landfills; scrapyards; surface water bodies (including wetlands)
- vehicle and equipment maintenance areas
- physical features of the site that may influence discharges of stormwater associated with industrial activities or contribute a dry weather flow
- locations where spills or leaks of reportable quality (as defined in *30 TAC § 327.4*) have occurred during the three years before this application was submitted to obtain coverage under an individual permit
- processing areas, storage areas, material loading/unloading areas, and other locations where significant materials are exposed to stormwater (stormwater runoff, snow melt runoff, and surface runoff and drainage)

☒ Check the box to confirm all the above information was provided on the facility site map(s).

Attachment: D – Facility Maps

4. FACILITY/SITE INFORMATION (Instructions, Pages 84-85)

- a. Provide the area of impervious surface and the total area drained by each stormwater outfall requested for authorization by this permit application.

Impervious Surfaces

Outfall	Area of Impervious Surface (include units)	Total Area Drained (include units)
002	4.5 acres	7.263 acres

- b. Provide the following local area rainfall information and the source of the information.

Wettest month: July

Average rainfall for wettest month (total inches): 5.16

25-year, 24-hour rainfall (inches): ~12

Source: U.S. climate data www.usclimatedata.com/climate/houston

- c. Attach an inventory, or list, of materials currently handled at the facility that may be exposed to precipitation. **Attachment: F – Flow Diagram**
- d. Attach narrative descriptions of the industrial processes and activities involving the materials in the above-listed inventory that occur outdoors or in some manner that may result in exposure of the materials to precipitation or runoff (see instructions for guidance). **Attachment: F – Flow Diagram**
- e. Describe any BMPs and controls the facility uses/proposes to prevent or effectively reduce pollution in stormwater discharges from the facility: A large stormwater retention pond retains stormwater on-site. Discharges from the facility are rare.

5. LABORATORY ACCREDITATION CERTIFICATION (Instructions, Page 85)

Effective July 1, 2008, all laboratory tests performed must meet the requirements of *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification* with the following general exemptions:

- a. The laboratory is an in-house laboratory and is:
 - i. periodically inspected by the TCEQ; or
 - ii. located in another state and is accredited or inspected by that state; or
 - iii. performing work for another company with a unit located in the same site; or
 - vi. performing pro bono work for a governmental agency or charitable organization.
- b. The laboratory is accredited under federal law.
- c. The data are needed for emergency-response activities, and a laboratory accredited under the Texas Laboratory Accreditation Program is not available.
- d. The laboratory supplies data for which the TCEQ does not offer accreditation.

Review *30 TAC Chapter 25* for specific requirements. The following certification statement shall be signed and submitted with every application. See Instructions, Page 32, for a list of approved signatories.

I, Daniel Jones, certify that all laboratory tests submitted with this application meet the requirements of *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification*.

(Signature)

1-23-20

6. POLLUTANT ANALYSIS (Instructions, Pages 85-88)

- a. Provide the date range of all sampling events conducted to obtain the analytical data submitted with this application (e.g., 05/01/2018-05/30/2018): The facility has not discharged any stormwater since TPDES Permit No. WQ0005211000 was issued. Sampling will be conducted upon discharge and analytical results will be submitted to the TCEQ.
- b. ☐ Check the box to confirm all samples were collected no more than 12 months prior to the date of application submittal.

ATTACHMENT 1

Table 17s for Outfall No. 002's Retention Pond Samples

Grab Sample from Stormwater Retention Pond prior to Stormwater Outfall 002

Date: 11/01/2019

Time: 07:35

Table 17 Pollutant Analysis for Outfall No.: 002

Pollutant	Grab Sample* Maximum (mg/L)	Composite Sample** Maximum (mg/L)	Grab Sample* Average (mg/L)	Composite Sample** Average (mg/L)	Number of Storm Events Sampled	MAL (mg/L)
pH (standard units)	(max)	—	(min)	—		—
Total suspended solids	<2.0					—
Chemical oxygen demand	26.0					—
Total organic carbon						—
Oil and grease	0.833					—
Arsenic, total						0.0005
Barium, total						0.003
Cadmium, total						0.001
Chromium, total						0.003
Chromium, trivalent						—
Chromium, hexavalent						0.003
Copper, total						0.002
Lead, total						0.0005
Mercury, total						0.000005
Nickel, total						0.002
Selenium, total						0.005
Silver, total						0.0005
Zinc, total						0.005

* Taken during first 30 minutes of storm event

** Flow-weighted composite sample

Grab Sample from Stormwater Retention Pond prior to Stormwater Outfall 002

Date: 12/30/2019

Time: 15:15

Table 17 Pollutant Analysis for Outfall No.: 002

Pollutant	Grab Sample* Maximum (mg/L)	Composite Sample** Maximum (mg/L)	Grab Sample* Average (mg/L)	Composite Sample** Average (mg/L)	Number of Storm Events Sampled	MAL (mg/L)
pH (standard units)	7.9 (max)	—	(min)	—		—
Total suspended solids	2.63					—
Chemical oxygen demand	13.0					—
Total organic carbon						—
Oil and grease	<0.610					—
Arsenic, total						0.0005
Barium, total						0.003
Cadmium, total						0.001
Chromium, total						0.003
Chromium, trivalent						—
Chromium, hexavalent						0.003
Copper, total						0.002
Lead, total						0.0005
Mercury, total						0.000005
Nickel, total						0.002
Selenium, total						0.005
Silver, total						0.0005
Zinc, total						0.005

* Taken during first 30 minutes of storm event

** Flow-weighted composite sample

ATTACHMENT 2

Table 17s for Outfall No. 002's Grab Samples

Grab Sample from Stormwater Outfall 002

Date: 01/15/2020

Time: 08:56

Table 17 Pollutant Analysis for Outfall No.: 002

Pollutant	Grab Sample* Maximum (mg/L)	Composite Sample** Maximum (mg/L)	Grab Sample* Average (mg/L)	Composite Sample** Average (mg/L)	Number of Storm Events Sampled	MAL (mg/L)
pH (standard units)	7.9 (max)	—	(min)	—		—
Total suspended solids	<2.00					—
Chemical oxygen demand	5.00					—
Total organic carbon						—
Oil and grease	<0.610					—
Arsenic, total						0.0005
Barium, total						0.003
Cadmium, total						0.001
Chromium, total						0.003
Chromium, trivalent						—
Chromium, hexavalent						0.003
Copper, total						0.002
Lead, total						0.0005
Mercury, total						0.000005
Nickel, total						0.002
Selenium, total						0.005
Silver, total						0.0005
Zinc, total						0.005

* Taken during first 30 minutes of storm event

** Flow-weighted composite sample

Grab Sample from Stormwater Outfall 002

Date: 01/23/2020

Time: 15:31

Table 17 Pollutant Analysis for Outfall No.: 002

Pollutant	Grab Sample* Maximum (mg/L)	Composite Sample** Maximum (mg/L)	Grab Sample* Average (mg/L)	Composite Sample** Average (mg/L)	Number of Storm Events Sampled	MAL (mg/L)
pH (standard units)	7.38 (max)	—	(min)	—		—
Total suspended solids	ND					—
Chemical oxygen demand	ND					—
Total organic carbon						—
Oil and grease	ND					—
Arsenic, total						0.0005
Barium, total						0.003
Cadmium, total						0.001
Chromium, total						0.003
Chromium, trivalent						—
Chromium, hexavalent						0.003
Copper, total						0.002
Lead, total						0.0005
Mercury, total						0.000005
Nickel, total						0.002
Selenium, total						0.005
Silver, total						0.0005
Zinc, total						0.005

* Taken during first 30 minutes of storm event

** Flow-weighted composite sample

Grab Sample from Stormwater Outfall 002

Date: 02/03/2020

Time: 09:47

Table 17 Pollutant Analysis for Outfall No.: 002

Pollutant	Grab Sample* Maximum (mg/L)	Composite Sample** Maximum (mg/L)	Grab Sample* Average (mg/L)	Composite Sample** Average (mg/L)	Number of Storm Events Sampled	MAL (mg/L)
pH (standard units)	7.85 (max)	—	(min)	—		—
Total suspended solids	ND					—
Chemical oxygen demand	ND					—
Total organic carbon						—
Oil and grease	ND					—
Arsenic, total						0.0005
Barium, total						0.003
Cadmium, total						0.001
Chromium, total						0.003
Chromium, trivalent						—
Chromium, hexavalent						0.003
Copper, total						0.002
Lead, total						0.0005
Mercury, total						0.000005
Nickel, total						0.002
Selenium, total						0.005
Silver, total						0.0005
Zinc, total						0.005

* Taken during first 30 minutes of storm event

** Flow-weighted composite sample

Grab Sample from Stormwater Outfall 002

Date: 02/17/2020

Time: 10:21

Table 17 Pollutant Analysis for Outfall No.: 002

Pollutant	Grab Sample* Maximum (mg/L)	Composite Sample** Maximum (mg/L)	Grab Sample* Average (mg/L)	Composite Sample** Average (mg/L)	Number of Storm Events Sampled	MAL (mg/L)
pH (standard units)	7.97 (max)	—	(min)	—		—
Total suspended solids	ND					—
Chemical oxygen demand	ND					—
Total organic carbon						—
Oil and grease	3.33					—
Arsenic, total						0.0005
Barium, total						0.003
Cadmium, total						0.001
Chromium, total						0.003
Chromium, trivalent						—
Chromium, hexavalent						0.003
Copper, total						0.002
Lead, total						0.0005
Mercury, total						0.000005
Nickel, total						0.002
Selenium, total						0.005
Silver, total						0.0005
Zinc, total						0.005

* Taken during first 30 minutes of storm event

** Flow-weighted composite sample

- b. ☐ Check the box to confirm all samples were collected no more than 12 months prior to the date of application submittal.
- c. Complete Table 17 as directed on page 90 of the Instructions.

Table 17 Pollutant Analysis for Outfall No.: 002

Pollutant	Grab Sample* Maximum (mg/L)	Composite Sample** Maximum (mg/L)	Grab Sample* Average (mg/L)	Composite Sample** Average (mg/L)	Number of Storm Events Sampled	MAL (mg/L)
pH (standard units)	(max)	—	(min)	—		—
Total suspended solids						—
Chemical oxygen demand						—
Total organic carbon						—
Oil and grease						—
Arsenic, total						0.0005
Barium, total						0.003
Cadmium, total						0.001
Chromium, total						0.003
Chromium, trivalent						—
Chromium, hexavalent						0.003
Copper, total						0.002
Lead, total						0.0005
Mercury, total						0.000005
Nickel, total						0.002
Selenium, total						0.005
Silver, total						0.0005
Zinc, total						0.005

* Taken during first 30 minutes of storm event

**** Flow-weighted composite sample**

- d. Complete Table 18 as directed on pages 90-92 of the Instructions.

Table 18 Pollutant Analysis for Outfall No.:

[illegible]

Pollutant	Grab Sample* Maximum (mg/L)	Composite Sample** Maximum (mg/L)	Grab Sample* Average (mg/L)	Composite Sample** Average (mg/L)	Number of Storm Events Sampled

* Taken during first 30 minutes of storm event

** Flow-weighted composite sample

Attachment:

7. STORM EVENT DATA (Instructions, Page 88)

Provide the following data for the storm event(s) which resulted in the maximum values for the analytical data submitted:

Date of storm event: General Polymer Services has only discharged to Outfall 002 two times since TPDES Permit No. WQ0005211000 was issued. Discharges occurred on 01/15/2020 and 01/23/2020. Analytical data associated with these events is still pending and not currently available. These discharges were following several storm events therefore data is not being provided for a specific event. Note that samples were pulled from the stormwater retention pond on 11/01/2019 and 12/30/2019 for information purposes. All results from these samples were below permit limits.

Duration of storm event (minutes):

Total rainfall during storm event (inches):

Number of hours the between beginning of the storm measured and the end of the previous measurable storm event (hours):

Maximum flow rate during rain event (gallons/minute):

Total stormwater flow from rain event (gallons):

Provide a description of the method of flow measurement or estimate:

ATTACHMENT A

CORE DATA FORM



TCEQ Use Only

TCEQ Core Data Form

For detailed instructions regarding completion of this form, please read the Core Data Form Instructions or call 512-239-5175.

SECTION I: General Information

1. Reason for Submission (If other is checked please describe in space provided.) <input type="checkbox"/> New Permit, Registration or Authorization (Core Data Form should be submitted with the program application.) <input checked="" type="checkbox"/> Renewal (Core Data Form should be submitted with the renewal form) <input type="checkbox"/> Other	
2. Customer Reference Number (if issued) CN 605233907	3. Regulated Entity Reference Number (if issued) RN 109423368

[Follow this link to search for CN or RN numbers in Central Registry**](#)

SECTION II: Customer Information

4. General Customer Information		5. Effective Date for Customer Information Updates (mm/dd/yyyy)	
<input type="checkbox"/> New Customer <input type="checkbox"/> Update to Customer Information <input type="checkbox"/> Change in Regulated Entity Ownership <input type="checkbox"/> Change in Legal Name (Verifiable with the Texas Secretary of State or Texas Comptroller of Public Accounts)			
The Customer Name submitted here may be updated automatically based on what is current and active with the Texas Secretary of State (SOS) or Texas Comptroller of Public Accounts (CPA).			
6. Customer Legal Name (If an individual, print last name first: eg: Doe, John) <i>If new Customer, enter previous Customer below:</i> General Polymer Services, LLC			
7. TX SOS/CPA Filing Number 801598330	8. TX State Tax ID (11 digits) 32047995033	9. Federal Tax ID (9 digits) 45-5296890	10. DUNS Number (if applicable)
11. Type of Customer: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership: <input type="checkbox"/> General <input type="checkbox"/> Limited Government: <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Other <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other:			
12. Number of Employees <input type="checkbox"/> 0-20 <input checked="" type="checkbox"/> 21-100 <input type="checkbox"/> 101-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501 and higher		13. Independently Owned and Operated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
14. Customer Role (Proposed or Actual) – as it relates to the Regulated Entity listed on this form. Please check one of the following: <input type="checkbox"/> Owner <input type="checkbox"/> Operator <input checked="" type="checkbox"/> Owner & Operator <input type="checkbox"/> Occupational Licensee <input type="checkbox"/> Responsible Party <input type="checkbox"/> Voluntary Cleanup Applicant <input type="checkbox"/> Other:			
15. Mailing Address: 4724 Decker Drive City: Baytown State: TX ZIP: 77520 ZIP + 4: 1416			
16. Country Mailing Information (if outside USA)		17. E-Mail Address (if applicable) davide@generalpolymers.net	
18. Telephone Number (281) 424-4673	19. Extension or Code	20. Fax Number (if applicable) () -	

SECTION III: Regulated Entity Information

21. General Regulated Entity Information (If 'New Regulated Entity' is selected below this form should be accompanied by a permit application) <input type="checkbox"/> New Regulated Entity <input type="checkbox"/> Update to Regulated Entity Name <input type="checkbox"/> Update to Regulated Entity Information	
The Regulated Entity Name submitted may be updated in order to meet TCEQ Agency Data Standards (removal of organizational endings such as Inc, LP, or LLC.)	
22. Regulated Entity Name (Enter name of the site where the regulated action is taking place.) Decker North Polymer Facility	

23. Street Address of the Regulated Entity: (No PO Boxes)	4724 Decker Drive							
	City	Baytown	State	TX	ZIP	77520	ZIP + 4	1416
24. County	Harris							

Enter Physical Location Description if no street address is provided.

25. Description to Physical Location:	
---------------------------------------	--

26. Nearest City	State	Nearest ZIP Code

27. Latitude (N) In Decimal:	29.776175	28. Longitude (W) In Decimal:	-95.017491
Degrees	Minutes	Seconds	Degrees

29. Primary SIC Code (4 digits)	30. Secondary SIC Code (4 digits)	31. Primary NAICS Code (5 or 6 digits)	32. Secondary NAICS Code (5 or 6 digits)
3087		325991	

33. What is the Primary Business of this entity? (Do not repeat the SIC or NAICS description.)
Polyolefin compounding plant.

34. Mailing Address:	4724 Decker Drive							
	City	Baytown	State	TX	ZIP	77520	ZIP + 4	1416

35. E-Mail Address:	davide@generalpolymers.net
---------------------	----------------------------

36. Telephone Number	37. Extension or Code	38. Fax Number (if applicable)
(281) 424-4673		() -

39. TCEQ Programs and ID Numbers Check all Programs and write in the permits/registration numbers that will be affected by the updates submitted on this form. See the Core Data Form instructions for additional guidance.

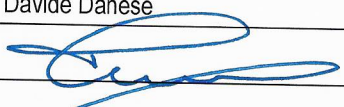
<input type="checkbox"/> Dam Safety	<input type="checkbox"/> Districts	<input type="checkbox"/> Edwards Aquifer	<input type="checkbox"/> Emissions Inventory Air	<input type="checkbox"/> Industrial Hazardous Waste
<input type="checkbox"/> Municipal Solid Waste	<input type="checkbox"/> New Source Review Air	<input type="checkbox"/> OSSF	<input type="checkbox"/> Petroleum Storage Tank	<input type="checkbox"/> PWS
<input type="checkbox"/> Sludge	<input type="checkbox"/> Storm Water	<input type="checkbox"/> Title V Air	<input type="checkbox"/> Tires	<input type="checkbox"/> Used Oil
<input type="checkbox"/> Voluntary Cleanup	<input checked="" type="checkbox"/> Waste Water	<input type="checkbox"/> Wastewater Agriculture	<input type="checkbox"/> Water Rights	<input type="checkbox"/> Other:
	WQ0005211000			

SECTION IV: Preparer Information

40. Name:	Holly Neibert -Clara Vista Environmental, LLC.	41. Title:	Principal
42. Telephone Number	43. Ext./Code	44. Fax Number	45. E-Mail Address
(281) 224-3531		() -	hneibert@clara-vista.com

SECTION V: Authorized Signature

46. By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 6 and/or as required for the updates to the ID numbers identified in field 39.

Company:	General Polymer Services, LLC	Job Title:	Partner
Name(In Print) :	Davide Danese	Phone:	(281) 424-4673
Signature:		Date:	3-4-10

ATTACHMENT B

LEASE AGREEMENT

INDUSTRIAL NET LEASE

SEALFRA, LLC,
a Texas limited liability company,

“Landlord”

and

GENERAL POLYMER SERVICES, LLC,
a Texas limited liability company,

“Tenant”

INDUSTRIAL NET LEASE


REFERENCE PAGE

BUILDING:	42,000 sq. ft. building located on the 7.297 acre tract commonly referred to as 4724 Decker Drive Baytown, TX 77520 ("4724 Decker"), as depicted on <u>Exhibit "A"</u> attached hereto and incorporated herein by reference.
LANDLORD:	Sealfra, LLC, a Texas limited liability company
LANDLORD'S ADDRESS:	4705 Decker Drive, Baytown, TX 77520
ADDRESS FOR RENT PAYMENT:	4705 Decker Drive, Baytown, TX 77520
TENANT:	General Polymer Services, LLC, a Texas limited liability company
TENANT NOTICE ADDRESS:	4724 Decker Drive, Baytown, TX 77520
PREMISES ADDRESS:	4724 Decker Drive, Baytown, TX 77520 (42,000 sq ft building)
PREMISES:	The Building, together with a non-exclusive right to use all parking areas, driveways, railways, storm sewer and drainage facilities, utility lines and connections, service roads, sidewalks and other areas so designated by Landlord at 4724 Decker.
PERMITTED USE:	Industrial, warehousing and ancillary office space
COMMENCEMENT DATE:	November 1, 2012
TERM OF LEASE:	One Hundred and Twenty (120) months, beginning on the Commencement Date and ending on the Termination Date (subject to renewal). The period from the Commencement Date to the last day of the same month is the "Commencement Month."
TERMINATION DATE:	October 31, 2022
MONTHLY BASE RENT:	\$10,000.00
TENANT'S PROPORTIONATE SHARE:	68.85% (42,000 sf/61,160 sf)
RENEWAL OPTION:	One (1) additional term of sixty (60) months
RENEWAL MONTHLY BASE RENT:	\$20,000 per month

The Reference Page information is incorporated into and made a part of the Lease. In the event of any conflict between any Reference Page information and the Lease, the Lease shall control. This Lease includes **Exhibit A** and **Exhibit B**, all of which are made a part of this Lease.

LANDLORD:

SEALFRA, LLC,
a Texas limited liability company


By: 

Davide Danese, Managing Member

Dated: October 31, 2012

TENANT:

GENERAL POLYMER SERVICES, LLC,
a Texas limited liability company

By: 

Davide Danese, President

Dated: October 31, 2012

LEASE

By this Lease Landlord leases to Tenant and Tenant leases from Landlord the Premises in the Building as set forth and described on the Reference Page. The Premises are depicted on **Exhibit A** attached hereto and incorporated herein by reference. The Reference Page, including all terms defined thereon, is incorporated as part of this Lease.

ARTICLE 1. PREMISES

1.1 Demise. Landlord leases to Tenant and Tenant leases from Landlord the Premises, for the Term in accordance with the provisions of this Lease.

1.2 Quiet Enjoyment. As long as no uncured Event of Default (defined below) exists and the Lease is in full force, Tenant may peaceably and quietly enjoy the Premises free from any claim of Landlord or persons claiming through Landlord, subject to the provisions of the Lease.

1.3 Signs. Upon Tenant's request, Landlord shall, at Landlord's expense, show Tenant's identification on the entrance to the Building and on all exterior and interior building directories (if any). Any additional names requested by Tenant to be displayed on the directory must be approved by Landlord and, if approved, will be provided at the sole expense of Tenant. Tenant shall not, without Landlord's prior written consent, which shall not unreasonably be conditioned, withheld or delayed, install, affix or use signage visible from the exterior of the Premises other than signage in place as of the Commencement Date.

1.4 Common Areas. Tenant's use and occupancy of the Premises shall include the reasonable nonexclusive use of the Common Areas, defined as the parking areas, driveways, railways, storm sewer and drainage facilities, utility lines and connections, service roads, sidewalks and other areas so designated by Landlord located at 4724 Decker. Tenant shall not obstruct the Common Areas, nor allow them to be obstructed.

1.5 Landlord's Access. Landlord shall have access to the Premises upon 48 hours notice, with a representative of Tenant present and in a manner so as not to unreasonably disturb Tenant's conducting business, and, upon prior notice as is practicable under the circumstances in an emergency, for inspection, showing for sale or, during the last six months of the Term, for lease, or performing maintenance and repairs as provided for herein and for all other purposes contemplated elsewhere in this Lease.

ARTICLE 2. TERM

The Term shall begin on the Commencement Date and terminate on the Termination Date set forth in the Reference Page, subject to renewal. Tenant is hereby granted the right and option to renew and extend the Term of Lease for one (1) additional period of sixty (60) months by delivering written notice of exercise of this option to Landlord not later than the ninetieth (90th) day prior to expiration of the Term. Such renewal and extension shall be on like covenants, agreements, terms, provisions, and conditions as are contained herein, except that the Base Rent for the renewal term shall be \$20,000 per month. It is the intention of the parties to avoid forfeiture of Tenant's renewal option through inadvertent failure to give notice of exercise thereof within the time limits prescribed. Accordingly, if Tenant should fail to give notice to Landlord of Tenant's election to extend the term of this Lease for any of the aforesaid option period, Tenant shall not be deemed to forfeit its right to renew until such time as Landlord gives ten (10) days written notice to Tenant that Tenant's notice to exercise a renewal option is due, and only upon Tenant's failure to exercise such renewal option within the additional 10-day notice period shall Tenant's option to renew terminate. Tenant accepts the Premises **"AS-IS" WITH NO EXPRESSED OR IMPLIED WARRANTIES**, excepting and limited solely to the extent of any latent defects and builders' and manufacturers' warranties that are available to the Landlord and transferable to the Tenant.

ARTICLE 3. USE

3.1 Permitted Use. Tenant shall use the Premises only for Permitted Use and for no other purpose without Landlord's prior consent, which may be withheld in Landlord's sole discretion, and all Permitted Use will be in accordance and compliance with the **Exhibit B**, Rules and Regulations.

3.2 Compliance with Law, Etc. Landlord warrants and represents to Tenant that the Premises are in compliance with all applicable laws as of the Commencement Date. Thereafter, Tenant shall not commit at 4724 Decker or permit on the Premises any (a) violation of law or private restriction (including, without limitation, the Americans With Disabilities Act); (b) public or private nuisance; (c) act or condition in the Premises that would invalidate or conflict with any insurance policy covering 4724 Decker or the Premises, or in any manner, make insurance unavailable or more expensive; (d) waste; or (e) other act or thing that could injure the reputation of 4724 Decker or disturb any other occupant of 4724 Decker.

3.3 Notice of Conditions. Landlord gives Tenant exclusive control of the Premises and shall have no obligation to inspect the Premises. Tenant shall promptly report to Landlord any defective condition in the Premises known to Tenant. If Tenant fails to report any known defective condition, Tenant shall be responsible to Landlord for any liability or expense (including reasonable attorney's fees) incurred by Landlord that would not have been incurred had Tenant promptly reported the defective condition to Landlord.

3.4 Rules. Tenant shall comply with the Rules attached as **Exhibit B**, as they may be amended or supplemented from time-to-time. To the extent of any conflict between this Lease and the Rules, the terms of the Lease shall control.

ARTICLE 4. RENT

4.1 Installments of Base Rent. Tenant shall pay to Landlord, without set off, deduction or demand, Base Rent in monthly installments in advance on or before the first day of each month.

4.2 Tenant's Personal Property Taxes. Tenant shall pay, prior to delinquency, all taxes imposed on Tenant's personal property in the Premises. Tenant shall request a separate assessment and billing for these taxes. If taxing authorities include in calculating taxes on 4724 Decker the value of any property belonging to Tenant, Tenant shall pay all taxes attributable to that property directly to the taxing authorities.

4.3 Late Charges. If any installment of Base Rent or other payment due Landlord is not received by Landlord within ten (10) days of its due date then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount. The parties hereto agree that said late charge is a fair reimbursement to Landlord of the costs it will incur as a result of said late payment. Acceptance of a late charge by Landlord shall not be deemed a waiver of Tenant's default with respect to such overdue amount, nor shall it prevent Landlord from exercising any of the other rights and remedies granted hereunder.

4.4 Utilities. Tenant shall pay to Landlord, in arrears, as additional rent each month, for all utilities provided by Landlord to the Premises or used by Tenant in the Premises, including water, HVAC and all electricity, including lights, office equipment, heat pumps, etc. Usage will be calculated by multiplying Tenant's Proportionate Share to overall utility bills for 4724 Decker and billed by Landlord to Tenant. With the exception of Tenant's remedies under Section 7.4, Landlord shall not be liable for any interruption or failure in the supply of utilities to the Premises.

4.5 Common Area Maintenance. Tenant shall pay to Landlord, in arrears, as additional rent each month, Tenant's Proportionate Share of the costs incurred by Landlord in providing maintenance of the roof, Building exterior, structural systems, the plumbing and electrical systems, the HVAC system, both interior and exterior to the Premises, and the Common Areas in a good, clean, operable and orderly condition. Usage will be calculated by multiplying Tenant's Proportionate Share to overall bills for the foregoing items received by Landlord in the previous month.

4.6 Billing With respect to items covered by Sections 4.4 and 4.5, Landlord shall bill Tenant by delivering copies of all such bills received in the previous month to Tenant not later than seven (7) days prior to the date the next installment of Base Rent is due and Landlord's failure to timely deliver any such bill to Tenant shall be deemed a waiver of the right to seek reimbursement for such items as additional rent. For example, Landlord shall deliver bills received in November 2012 for which Landlord seeks reimbursement from Tenant as additional rent hereunder to Tenant not later than seven (7) days prior to the date that the January 2013 installment of Base Rent is due. Landlord shall deliver to Tenant a final bill not later than sixty (60) days following expiration of the Term (as may have been extended) for items covered by Sections 4.4 and 4.5 during the last two (2) months of the Term.

ARTICLE 5. SERVICES AND OTHER ITEMS INCLUDED IN RENT

With the exception of utilities as set forth in above and as may otherwise be provided hereunder, Tenant's Base Rent shall include all costs and expenses incurred by Landlord in connection with the following:

- (a) Real property taxes, special assessments, and building insurance costs associated with the Buildings and underlying land areas of which the Premises is a part; and
- (b) Landlord's liability insurance costs with respect to the property of which the Premises is a part.

ARTICLE 6. Intentionally Deleted.

ARTICLE 7. INSURANCE AND INDEMNITIES

7.1 Liability Insurance by Tenant. Tenant shall, beginning on the Commencement Date and during the entire Term and any extension of this Lease, keep in full force a policy of commercial general liability and property damage insurance with respect to the Premises and all business operated in the Premises with limits of public liability not less than \$1,000,000 per occurrence for death and/or bodily injury, including personal and advertising injury, \$1,000,000 per accident and/or occurrence, and limits for property damage liability of not less than \$1,000,000 per accident and/or occurrence. The policy shall name Landlord and any Mortgagee as additional insureds, and Tenant shall give Landlord fifteen (15) days written notice prior to any cancellation, failure to renew or change in coverage. Upon request, a certificate of insurance shall be delivered to Landlord.

7.2 Insurance by Landlord. Landlord shall carry commercial general liability insurance on the Common Areas and any other buildings located at 4724 Decker with limits of public liability not less than \$1,000,000 per occurrence for death and/or bodily injury, including personal and advertising injury, \$1,000,000 per accident and/or occurrence, and limits for property damage liability of not less than \$1,000,000 per accident and/or occurrence, and insurance for fire, extended coverage, vandalism, malicious mischief, and other endorsements deemed advisable by Landlord insuring 4724 Decker, including the Common Areas, the Premises and all appurtenances thereto (excluding Tenant's furnishings, equipment, and personal property) for the full insurable value thereof, with such commercially reasonable deductibles as Landlord deems advisable. Tenant agrees to pay any increases in premiums for fire insurance if such increases result from any activity of Tenant or from the Premises after the execution of this Agreement.

7.3 Indemnification. Tenant shall defend, indemnify and save Landlord harmless from and against all claims, actions, damages, liability and expenses in connection with the loss of life, personal and bodily injury, and damage to property arising from any accident or occurrence upon the Premises, or the occupancy or use by Tenant of the Premises, or occasioned wholly or in part by any act or omission of Tenant, its contractors, agents, employees, or subtenants, **WHETHER BASED ON ALLEGED NEGLIGENCE OF THE LANDLORD PARTIES OR OTHERWISE, BUT NOT TO THE EXTENT OF ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY LANDLORD.** In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, Tenant shall protect and hold Landlord harmless and pay all expenses and reasonable attorneys' fees incurred by Landlord in enforcing the agreements of this Lease.

Landlord shall defend, indemnify and save Tenant harmless from and against liability or claim thereof, whether for injury to persons, including death, or damage to property: (a) occurring on the Premises prior to the beginning of the Term hereof, except if caused by an act or omission to act by Tenant, its agents, employees, licensees, or contractors, or occurring on the Premises during the Term if caused by any act or omission to act by Landlord, its agents, employees, licensees, or contractors; (b) arising out of any default by Landlord hereunder; or (c) occurring on the Common Areas, **WHETHER BASED ON ALLEGED NEGLIGENCE OF THE TENANT OR OTHERWISE, BUT NOT TO THE EXTENT OF ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY TENANT.** In case Tenant shall, without fault on its part, be made a party to any litigation commenced by or against Landlord, Landlord shall protect and hold Tenant harmless and pay all expenses and reasonable attorneys' fees incurred by Tenant in enforcing the agreements of this Lease.

Landlord and Tenant hereby waive any rights each may have against the other, on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, their respective property, the Premises, its contents or to the other portion of 4724 Decker arising from any risk covered by valid and enforceable insurance, to the extent of such coverage. Landlord and Tenant each agree to cause an endorsement to be furnished to their respective insurance policies recognizing this waiver of subrogation, or take such other action as reasonably requested by the other party to verify the effectiveness of this waiver of subrogation.

7.4 Loss and Damage. Tenant shall be solely responsible for carrying personal property insurance sufficient to cover loss of all personal property on the Premises. Landlord shall not be liable for any damage to property of Tenant or of others located in the Building nor for loss of any property by theft or otherwise in the Building, except to the extent of any gross negligence or willful misconduct by Landlord. Upon the occurrence of a casualty, the interruption of utility services or any other event beyond the reasonable control of Tenant, which renders all or a substantial portion the Premises not reasonably accessible and/or untenantable for more than 72 hours (by way of example, due to unavailability of electricity), Tenant shall be entitled to a proportionate abatement of Base Rent, and, if such condition continues in excess of thirty (30) days, Tenant may terminate this Lease with written notice to Landlord. Landlord shall not be liable for any patent defect in the Premises or in the Buildings existing prior to the Effective Date hereof. All property of Tenant shall be kept on the Premises at the risk of Tenant only, and Tenant shall hold Landlord harmless from any claims arising out of damage to same, including subrogation claims by Tenant's insurance carrier, unless such damage shall be caused by the willful act of Landlord, its agents or employees.

ARTICLE 8. HAZARDOUS MATERIALS

8.1 Definitions. For purposes of this Lease:

Hazardous Material is used in its broadest sense and means any asbestos, petroleum based products, pesticides, paints and solvents, polychlorinated biphenyl, lead, cyanide, DDT, acids, ammonium compounds and other chemical products and any substance or material defined or designated as a hazardous or toxic substance, material, waste, or other similar term, by any environmental law. The term "Hazardous Material" does not include small quantities of those hazardous materials that are necessary for Tenant's use in its ordinary course of business (such as cleaning supplies) provided that such usage and storage is in full compliance with any and all applicable local, state and federal environmental, health and/or safety-related laws, ordinances and regulations.

8.2 Tenant's Covenants. Tenant shall not cause or permit any Hazardous Material to be brought on, kept, stored or used in or about 4724 Decker by Tenant or its employees, customers and invitees, without Landlord's consent (which Landlord shall not unreasonably withhold as long as Tenant demonstrates to Landlord's reasonable satisfaction that the Hazardous Material is necessary for Permitted Use) and will at all times be used, kept, stored and disposed of in a manner that complies at all times with all environmental laws and will not create an undue risk to other occupants of the Buildings, giving consideration to the nature of the Buildings). Tenant shall promptly notify Landlord of any possible contamination of 4724 Decker that becomes known to Tenant.

8.3 Remediation. In addition to Tenant's other obligations under this Lease, if the presence of any Hazardous Material at 4724 Decker caused or permitted by Tenant results in any contamination of 4724 Decker or the violation of law, Tenant shall be responsible for the cost of all actions necessary to return 4724 Decker to the condition existing prior to the introduction of the Hazardous Material or the violation of law. Landlord shall have the option of taking such actions at Tenant's expense or requiring Tenant to do so itself. If Landlord requires Tenant to take any such action, any work required on 4724 Decker shall be treated as if it were an alteration to 4724 Decker subject to Article 10 below. Further, Tenant shall on demand pay Landlord the amount, if any, by which 4724 Decker's value has decreased as a result of the contamination or violation. Tenant's obligations under this Paragraph shall survive expiration or earlier termination of this Lease.

ARTICLE 9. MAINTENANCE AND REPAIRS

9.1 By Landlord. Landlord shall promptly repair defects in the roof, exterior, and structural components of the Premises and shall maintain the Common Areas and any signage shared by Tenant and others in good order and repair and in compliance with applicable law. Upon at least three (3) business days prior written notice to Tenant, Landlord may temporarily close off Common Areas or entries to 4724 Decker or temporarily suspend services or amenities as is reasonably necessary to facilitate maintenance and repair work. Landlord shall use best efforts to schedule and perform maintenance and repairs so as to minimize interference with Tenant's use of the Premises.

9.2 By Tenant. Except as set forth in the preceding Section, Tenant shall at its expense keep the Premises in as good order, condition and repair as existed when the Tenant Improvements were completed, reasonable wear and tear and damage excepted, or from casualties against which Landlord is required to insure excepted. Landlord shall at Tenant's expense replace all electric lighting, lamps and ballasts, when necessary, and annually inspect fire extinguishers. Notwithstanding any provisions of this Lease to the contrary, unless caused by a casualty against which Landlord is required to insure, Tenant shall at its expense promptly repair to Landlord's satisfaction all damage to 4724 Decker caused by any act or omission of Tenant or its invitees. All such repairs shall be in quality and class at least equal to the original work and shall comply with all applicable laws. Tenant shall not allow the Premises to fall out of repair or deteriorate (ordinary wear and tear excepted), and shall, at all times and at its sole expense, maintain in a neat, safe, sound and operable condition all interior walls; floors; electrical and lighting systems; window glass broken by Tenant whether in interior or exterior walls. Tenant shall not make changes to locks on doors. Landlord shall supply the Buildings standard window blinds which shall not be removed or altered by Tenant. Landlord will, prior to Tenant's occupancy of the Premises, place all mechanical systems, lights, doors, etc., into good operating or usable condition. Said items, and the Premises in general, shall be returned to Landlord at the expiration or earlier termination of this Lease in a good and operable condition, damage by fire or other casualty excepted.

9.3 Default. If Tenant fails to perform Tenant's obligations under this Article 9, or under any other Article of this Lease, Landlord may, at its option, enter upon the Premises after ten (10) day's prior written notice to Tenant (except in the case of an emergency, in which case prior notice as is reasonably practicable under the circumstances shall be required), perform such obligations on Tenant's behalf and put the Premises in good order, condition and repair. The cost of said work shall become payable as additional rent to Landlord within ten (10) days of the date on which Landlord provides a written invoice to Tenant of said costs.

ARTICLE 10. IMPROVEMENTS AND ALTERATIONS

10.1 Consent Required. Tenant shall not make any improvements or alterations to the Premises ("Work") without Landlord's prior consent, which may be withheld in Landlord's reasonable discretion and which shall be deemed given with respect to non-structural alterations or improvements costing no more than \$5,000.00 in the aggregate in any calendar year. Landlord may condition its consent on its receipt of copies of contracts, plans, specifications, permits and licenses, and on third party indemnifications, performance bonds and evidence of insurance reasonably satisfactory to Landlord. Tenant shall defend and indemnify Landlord against any and all claims and liability connected with the Work.

10.2 Labor. All Work shall be done only under Landlord's supervision or by contractors or mechanics reasonably satisfactory to Landlord, at Landlord's option, and at such times and in such manner as Landlord reasonably designates. Tenant shall do no Work of a nature or in a manner likely to result in a labor dispute or materially interfere with operation of 4724 Decker.

10.3 Compliance and Quality. All Work shall comply with all applicable laws and insurance requirements (including, without limitation, worker's compensation insurance laws and requirements) and shall be performed in a good and workmanlike manner. All materials shall be new and of at least as good a quality as those installed in the Premises on the Commencement Date. Tenant shall permit Landlord to inspect construction operations in connection with the Work. Landlord's approval and inspection of the Work shall not constitute an assumption of responsibility for the accuracy and sufficiency of Tenant's plans and specifications, or their compliance, or the compliance of any Work, with applicable law, all of which shall be entirely Tenant's responsibility.

10.4 Liens. Tenant shall notify all contractors that their lien rights attach only to Tenant's interest in the Premises, and Landlord shall be entitled to post a notice in the Premises to that effect during any Work. Tenant shall cause to be discharged or bonded over, within twenty (20) days after filing, any construction lien claim filed against 4724 Decker for work or materials claimed to have been performed for or furnished to or on behalf of Tenant.

10.5 Title to Improvements. All improvements constructed by Tenant on the Premises shall become Landlord's property.

10.6 Removal of Improvements. Landlord, by notice to Tenant, may require Tenant to remove at Tenant's expense (1) at any time, any improvements made by Tenant in the Premises and not included in Tenant's Improvements or consented to by Landlord pursuant to this Article; (2) on termination of this Lease or Tenant's right of possession, any improvements made by Landlord or Tenant whose removal is necessary to permit re-leasing; and (3) in either case, to repair any damage caused by installation or removal; provided, however, Tenant may remove only those items specified in Landlord's notice and any items that are Tenant's property.

10.7 Survival of Obligations. Tenant's obligations under this Article shall survive expiration or earlier termination of this Lease.

ARTICLE 11. Intentionally Deleted.

ARTICLE 12. ASSIGNMENT AND SUBLETTING

12.1 Notice to Landlord. Tenant shall not, without Landlord's prior consent except to a successor, division or affiliate of Tenant or party acquiring all or substantially all of Tenant's assets, (a) assign this Lease or any interest under it by voluntary act, operation of law or otherwise; (b) sublet the Premises or any part of it; or (c) permit the use of the Premises by any parties other than Tenant, its previously approved assignees and subtenants and these parties' invitees. Tenant shall notify Landlord of Tenant's intent at least ten (10) days prior to the date that Tenant desires to assign this Lease or sublet part or all of the Premises for the balance or part of the Term. Tenant's notice shall state the the name and address of the proposed assignee or subtenant and shall include a complete copy of the proposed assignment or sublease.

12.2 Landlord's Consent. Landlord's consent to a proposed assignment or subletting may be withheld in Landlord's reasonable discretion. If Landlord does not consent within ten (10) days after Tenant's notice, Landlord's consent shall be deemed given.

12.3 Landlord's Expenses. Tenant shall promptly on demand pay Landlord's reasonable attorneys' fees and other expenses incident to a review of any documentation related to any proposed assignment or sublease which fees shall not exceed \$500.00.

12.4 No Release. Tenant and any and all guarantors of this Lease shall remain fully liable under this Lease and their guaranties, respectively, despite any sublease or assignment.

12.5 Documentation. Subtenants shall agree in a form satisfactory to Landlord to comply with this Lease to the extent of the space sublet. Tenant shall deliver to Landlord promptly an executed copy of each sublease or assignment and an agreement of compliance by each subtenant. Landlord's consent to any assignment or sublease shall not be a waiver of Landlord's rights under this Article as to any subsequent assignment or sublease.

12.6 Effect of Noncompliance. Any sale, assignment, mortgage, transfer or sublease of the Premises by Tenant not in compliance with this Article shall be void.

ARTICLE 13. DAMAGE

13.1 Repairs. Tenant shall notify Landlord in the event of casualty damage to the Premises not affecting the remainder of 4724 Decker. If damage to 4724 Decker renders a material part of the Premises unusable for Permitted Use and the damage can be substantially repaired within one hundred eighty (180) days using standard working methods, then unless this Lease is terminated pursuant to this Article, Landlord shall promptly and diligently (and in any event no later than one hundred eighty (180) days after the date of the damage) restore the damaged areas to substantially the same condition that existed before the damage. If the damage was not caused or contributed to by any negligent act or omission of Tenant, or its invitees, Base Rent shall be apportioned on a daily and square footage basis and abated proportionately until repairs are completed. If Landlord does not timely complete repairs, Tenant may terminate this Lease by notice to Landlord within thirty (30) days after the deadline for completion, unless repairs are completed before notice of termination. However, Tenant may not terminate this Lease if its willful misconduct caused the damage unless Landlord is not promptly and diligently repairing 4724 Decker.

13.2 Termination.

(a) Landlord shall notify Tenant in writing within thirty (30) days of the earlier of Tenant's notice to Landlord of the occurrence of casualty damage to the Premises or Facility or Landlord's actual notice thereof whether Landlord will repair such damage and restore the Premises (including parking and access thereto) to its condition immediately prior to the occurrence of such damage within one hundred eighty (180) days of such damage using standard working methods. Either party may terminate this Lease if Landlord fails to timely so notify Tenant or Landlord timely notifies Tenant that damage to 4724 Decker renders a material part of the Premises unusable for Permitted Use and the damage cannot be substantially repaired within one hundred eighty (180) days using standard working methods.

(b) Landlord may also terminate this Lease within thirty (30) days of the occurrence of casualty, provided Landlord also terminates all similarly affected leases in 4724 Decker, if (1) more than 33% of 4724 Decker is damaged and Landlord elects not to repair the damage; (2) a Mortgagee of 4724 Decker does not allow adequate insurance proceeds to repair damage to 4724 Decker; (3) damage to 4724 Decker is not covered by insurance Landlord is required to maintain under this Lease; (4) Landlord in good faith settles its insurance claims relative to the damage for less than the amount required to make repairs; or (5) 4724 Decker is damaged during the last twelve (12) months of the Term.

(c) To terminate the Lease under this Section, a party must notify the other party within thirty (30) days of the deadline for Landlord to furnish Tenant with notice pursuant to Section 13.2(a) above and before the damage is repaired, specifying a termination date at least thirty (30) but not more than sixty (60) days after the notice date.

ARTICLE 14. EMINENT DOMAIN

14.1 Definition. “Taken” means acquisition by the power of eminent domain or any similar governmental power or any other acquisition in lieu of condemnation.

14.2 Termination.

(a) If the entire Premises, or portions of 4724 Decker sufficient to render the entire Premises unusable for the Permitted Use, are permanently Taken, this Lease shall terminate as of the date title vests in the condemning authority or the date the Premises become unusable, whichever occurs first.

(b) If any part of 4724 Decker is permanently Taken and Landlord elects to restore 4724 Decker in a manner that materially alters the Premises, Landlord may terminate this Lease. If sufficient portions of 4724 Decker are permanently Taken so as to materially interfere with Tenant’s use of the Premises for Permitted Use, Tenant may terminate this Lease. To terminate the Lease under this Paragraph, a party must notify the other party within thirty (30) days after the date title vests in the condemning authority, specifying the termination date at least thirty (30) but not more than sixty (60) days after the notice date.

14.3 Damages. All damages awarded for any taking of the fee and leasehold interests in 4724 Decker shall belong to Landlord. Tenant may prove in any proceedings and receive a separate award for any other condemnation awards available under applicable law, including, without limitation, with respect to Tenant’s personal property and relocation expenses.

14.4 Restoration. If a partial taking of 4724 Decker occurs and this Lease is not terminated pursuant to this Article, Base Rent shall be adjusted based on the remaining size, character, and value of the Premises and 4724 Decker and Landlord shall restore 4724 Decker (excluding any improvements in the Premises that are not included in the Tenant Improvements) as nearly as reasonably possible to a complete architectural unit with all due diligence, but only to the extent of available condemnation proceeds.

ARTICLE 15. MORTGAGEES AND PURCHASES

15.1 Priority. Tenant’s rights under this Lease are and shall always be subordinate to any and all mortgages, deeds of trust, ground leases and other security instruments (each a Mortgage) now or in the future encumbering 4724 Decker or any part of it and to amendments, replacements, renewals and extension of Mortgages, provided that Tenant’s use and occupancy of the Premises shall not be disturbed by any Mortgagee, trustee, ground lessor or other secured party (each a Mortgagee) under any Mortgage as long as no uncured Event of Default (defined below) exists and the Lease is in full force. This clause shall be self-operative and no further instrument of subordination shall be required, but Tenant shall execute such further assurance, containing such reasonable provisions, as Landlord or any Mortgagee may require.

15.2 Nondisturbance. So long as Tenant, its successors, assigns and sublessees, shall not be in default (beyond any period given Tenant by the terms of the Lease to cure such default) in the payment of Base Rent or other sums due pursuant to the Lease, or in the performance of any of the terms, covenants and conditions of the Lease on Tenant’s part to be performed and should the Landlord default on its obligations to any Mortgagee:

(a) The Lease shall remain in full force and effect without impairment of any of the rights of Tenant thereunder, including Tenant’s continued right to possession of the Premises during the Term of the Lease and any extension thereof, and the Lease shall continue with the same force and effect as if the Mortgagee, as landlord, and Tenant, as tenant had entered into a lease as of the date Mortgagee takes possession of the Property containing the same terms, covenants and conditions as contained in the Lease.

(b) Any purchaser of 4724 Decker pursuant to any such proceedings or deed in lieu of foreclosure shall take 4724 Decker subject to the Lease and shall be bound by all of its covenants as though the purchaser were the original landlord under the Lease; provided, however, that said purchaser shall in no way be liable or responsible for any alleged default by the Landlord under the Lease pertaining to any period prior to the

time that said purchaser acquires legal title to or possession of the Property except to the extent Mortgagee received notice of the alleged default in accordance with the Lease and this Agreement.

15.3 Attornment. From and after the date that Mortgagee takes possession of the Property, or upon any foreclosure sale or conveyance in lieu thereof, and if Tenant's right of possession has been preserved as hereinabove provided: (a) Tenant shall attorn to Mortgagee, or the purchaser at foreclosure sale or grantee pursuant to deed in lieu of foreclosure (and for the purposes hereof, the term "Mortgagee" shall include such purchaser or grantee), and Mortgagee will accept such attornment; and (b) Mortgagee will have (i) the same obligations as Landlord had or would have had, as landlord, if Mortgagee had not Taken possession of the Property and (ii) the same remedies by entry, action or otherwise for the nonperformance of any agreement contained in the Lease for the recovery of Base Rent, for the commission of any waste or for any forfeiture, as Landlord had or would have had, as landlord. From and after the time of the foregoing attornment, Tenant shall have the same remedies against Mortgagee for the breach of any covenant or agreement contained in the Lease that Tenant might have had against Landlord, as landlord; provided, however, that Mortgagee shall not be:

- (a) liable for any act or omission of any prior landlord;
- (b) subject to any offsets or defenses which Tenant might have against any such prior landlord;
- (c) bound by any prepayment of Base Rent or additional rent which Tenant might have paid;
- (d) bound by any modifications or amendment of the Lease, or by any waiver or forbearance on the part of any such prior landlord made or given without the written consent of Mortgagee; or
- (e) liable for the return of any security deposit unless Mortgagee has actually received such security deposit.

15.4 Mortgagee's Option to Cure Borrower's Default. Provided Mortgagee, or Landlord, notifies Tenant in writing of Mortgagee's address, Tenant shall give Mortgagee, by certified mail or registered mail, a copy of any notice of default served on Landlord. Tenant agrees that Landlord shall not be in default under the Lease unless written notice specifying such default is given to Mortgagee. Tenant agrees that Mortgagee shall have the right to cure such default on behalf of Landlord within thirty (30) days after the receipt of such notice. Tenant further agrees not to invoke any of its remedies under the Lease until said thirty (30) days have elapsed, or during any period that Mortgagee is proceeding to cure such default with due diligence. Notwithstanding the foregoing, nothing herein shall preclude Tenant from maintaining or repairing the Property pursuant to the Lease.

15.5 Tenant's Acknowledgement. This instrument shall constitute acknowledgement by Tenant of notice of (a) the existence of the Mortgage as a mortgage lien upon the Property, (b) the assignment and transfer to Mortgagee of all rents, profits and other income under the Lease in the event of Landlord's default in accordance with the Mortgage. Tenant further acknowledges that Mortgagee assumes no duty, liability or obligation under the Lease, or any extension or renewal of the Lease, either by virtue of said assignment or by any subsequent receipt or collection of rents under the assignment, and that unless the written consent of Mortgagee is first obtained, no cancellation, surrender or modification may be made of the Lease and no rental shall be paid other than as now provided in the Lease or in such modification of the Lease as may receive the written approval of Mortgagee. Upon assignment by Mortgagee of its interest as Mortgagee and assignee under the Mortgage, all rights of Mortgagee shall immediately inure to its assignee, provided that Mortgagee shall give notice of such assignment to Tenant within fifteen (15) days after any such assignment. Regardless of the foregoing provisions of this Section 15, Tenant will not be obligated to pay Base Rent required under the Lease to Mortgagee or any other owner of the Property (other than Landlord) until Tenant receives written notice and documentation reasonably satisfactory to Tenant that the entity to whom Base Rent is to be paid has succeeded to Landlord's interest under the Lease.

15.6 Estoppel Certificates. Tenant shall, from time-to-time on Landlord's written request, execute, acknowledge and deliver to Landlord or its designee a written certification stating: (a) the date this Lease was

executed and the date it expires; (b) the date Tenant entered into occupancy of the Premises; (c) the amounts of each component of Base Rent and any Security Deposit and the date to which each component of Base Rent has been paid; (d) that this Lease is unmodified and in full force and effect (or if modified that the Lease as modified is in full force and effect and stating the modifications); (e) that Landlord is not in default under this Lease (or if in default the specific nature of the default); and (f) other matters as may be reasonably requested by Landlord or any Mortgagee or prospective purchaser of 4724 Decker. Tenant shall modify the foregoing certification to reflect accurately the status of this Lease. Any prospective purchaser or Mortgagee may rely on any certification delivered pursuant to this paragraph. If Tenant fails to respond within thirty (30) days after request by Landlord for a certification, Tenant shall be conclusively deemed to have admitted the accuracy of any information Landlord supplies to a prospective purchaser or Mortgagee to the effect that this Lease is in full force and effect, that there are no uncured defaults in Landlord's performance, that any Security Deposit is as stated in this Lease and that not more than one month's Base Rent has been paid in advance, unless Landlord has actual knowledge to the contrary.

15.7 Transfer of Landlord's Interest. If Landlord's interest in 4724 Decker or any part of it is transferred (other than transfers for security purposes only, but including transfers via foreclosure), Landlord shall have no responsibility for the Landlord's obligations accruing after the transfer, and the transferee shall have no responsibility for Landlord's obligations accruing before the date of transfer, excluding liability for any Security Deposit. Tenant shall attorn in writing to the transferee, provided the transferee assumes, in writing, the future Landlord's obligations under this Lease.

ARTICLE 16. COMPLIANCE WITH LAW, ETC.

Landlord warrants and represents to Tenant that, as of the Effective Date, 4724 Decker complies with all applicable laws, regulations and ordinances, including the Americans with Disabilities Act and all applicable environmental laws. Landlord shall ensure that 4724 Decker complies with applicable laws, private restrictions and insurance requirements, provided that if Tenant, or its invitees, cause any noncompliance, Tenant shall pay the cost of eliminating the noncompliance.

ARTICLE 17. RIGHTS RESERVED TO LANDLORD

Landlord reserves the following rights exercisable without notice or liability to Tenant and without effecting a constructive or actual eviction or disturbance of Tenant's use or possession or giving rise to any claim for set off or abatement of Base Rent:

(a) Identification of Facility. Except as otherwise provided elsewhere in this Lease, to change the name, address, number or designation by which 4724 Decker is commonly known.

(b) Control of Facility. Provided Tenant's access to and use of the Premises for Permitted Use is not materially impaired, to reduce, increase, enclose or otherwise change the size, number and location of Buildings, layout and nature of 4724 Decker and the other tenancies, premises and Buildings included in 4724 Decker, construct additional Buildings and additions to any of the Buildings, increase the size of 4724 Decker by adding parcels of land to it, convey portions of 4724 Decker and reduce the size.

(c) Rules and Regulations. Landlord reserves the right to promulgate rules and regulations from time-to-time, in its sole discretion, as set forth in **Exhibit B.**

ARTICLE 18. SURRENDER OF PREMISES

18.1 Conditions of Premises.

(a) Tenant shall notify Landlord at least thirty (30) days before vacating the Premises to arrange for a joint inspection of the Premises. If Tenant fails to give notice and arrange an inspection, Landlord's inspection after Tenant vacates the Premises shall be conclusively deemed correct for purposes of determining

Tenant's responsibility for repairs to the Premises.

(b) On or before the Expiration Date or the date of earlier termination of this Lease, Tenant shall, at its expense, remove all property owned by or in the custody of Tenant from the Premises; all property not timely removed shall be deemed abandoned at Landlord's option. Tenant appoints Landlord its agent to remove its property from the Premises on termination of this Lease and to cause transportation and storage of Tenant's property for Tenant's benefit, all at Tenant's sole cost and risk, and Landlord shall not be liable for any damage to or loss or theft of any of the property.

(c) On the Expiration Date or on earlier termination of this Lease, Tenant shall peaceably surrender the Premises in good order (ordinary wear and tear excepted) and in a condition consistent with Tenant's repair obligations under this Lease, and shall surrender at the place then fixed for payment of Base Rent all keys for the Premises and shall inform Landlord of combinations of any vaults, locks and safes left at the Premises.

(d) Tenant shall reimburse Landlord on demand for any reasonable expenses incurred by Landlord with respect to removal, transportation or storage of abandoned property or with respect to restoring the Premises to the condition required on surrender.

18.2 Holdover.

(a) If Tenant remains in possession of the Premises after expiration or earlier termination of this Lease without the execution of a new lease, but with Landlord's consent, Tenant shall be deemed to be occupying the Premises from month-to-month, subject to all the provisions of this Lease as applicable to a month-to-month tenancy, except that Landlord may adjust Base Rent according to market rate.

(b) If Tenant remains in possession of the Premises after expiration or earlier termination of this Lease without the execution of a new lease and without Landlord's consent, Tenant shall be deemed to be occupying the Premises without claim of right and Tenant shall pay Landlord for all costs or liability resulting from delay in surrendering the Premises (including, without limitation, claims made by any succeeding tenants and reasonable attorneys' fees in connection with those claims) and in addition shall pay for each day of occupancy an amount equal to one hundred twenty-five percent (125%) of the daily rate of Base Rent immediately preceding the holdover.

ARTICLE 19. DEFAULT AND REMEDIES

19.1 Default by Tenant.

(a) Each of the following events is an Event of Default:

(1) Tenant fails to pay to Landlord any payments due under this Lease when due and nonpayment continues for ten (10) days after notice from Landlord.

(2) Tenant fails to perform any of Tenant's other obligations under this Lease and nonperformance continues for thirty (30) days after notice from Landlord, provided that if the nonperformance cannot be cured within thirty (30) days, the cure period shall be extended for as long as reasonably necessary as long as Tenant is diligently pursuing cure.

(3) This Lease or any of Tenant's rights under it is levied on under any attachment or execution and the attachment or execution is not vacated within thirty (30) days.

(4) Tenant or any guarantor of this Lease dies, is dissolved or becomes the subject of a petition in bankruptcy or insolvency or for liquidation, reorganization or involuntary dissolution or for the

appointment of a receiver or trustee of all or any of its property or makes an assignment for the benefit of its creditors or petitions for or enters into an arrangement with its creditors.

(b) If an event occurs that, with the giving of notice and the passage of time, would be an Event of Default, Landlord may, without notice and in addition to all other rights and remedies available to Landlord by law or other provision of this Lease, exercise any or all of the following remedies:

(1) If any Base Rent is not paid on time, charge Tenant 5% of the amount of the overdue payment as liquidated damages for Landlord's extra expense in handling the past due account.

(2) If any other obligation is not performed on time, without waiving or releasing Tenant from any obligations, perform the obligation for the account and at the expense of Tenant.

(3) Restrain by injunction the attempted or threatened violation of this Lease.

(c) If an Event of Default occurs, Landlord may, in addition to all other rights and remedies available to Landlord by law or other provision of this Lease, exercise any or all of the following remedies:

(1) Take any of the actions specified in Paragraph (b) above, to the extent not already Taken.

(2) Restrain by injunction the violation of this Lease.

(3) Without legal process or notice to Tenant (except to the extent required by applicable law), immediately re-enter the Premises, and remove all persons and property.

(4) Terminate this lease and recover from Tenant all unpaid Base Rent, less amounts obtained in mitigation, as if had this lease not been breached, including recovery of all un-amortized costs of improvements, including, but not limited to, Tenant Improvements and professional fees, provided under this lease. Landlord shall be deemed to have fulfilled its duty to mitigate losses if it exercises reasonable commercial good judgment in mitigating its loss.

(d) Tenant waives any and all rights of redemption or reinstatement granted by law if Tenant is declared in default and given notice of termination or evicted or dispossessed for any cause or if Landlord obtains possession of the Premises by reason of Tenant's violation of this Lease or otherwise.

(e) Tenant shall indemnify Landlord against all damages Landlord may incur by reason of termination of this Lease including, but not limited to, loss or diminution of rents; costs of recovering, restoring, and repairing the Premises; and costs of renting the Premises to another tenant (including brokers' commission, reasonable attorneys' fees, and Base Rent concessions).

19.2 Default by Landlord.

(a) If Landlord fails to perform any of Landlord's obligations under this Lease and nonperformance continues for thirty (30) days after notice from Tenant, Landlord shall be in default, and Tenant may (but shall not be required) to cure the default. If Tenant exercises this right, Landlord shall reimburse Tenant on demand for reasonable costs incurred by Tenant in curing the default. This right shall be in addition to any other right or remedy Tenant has by law, including the right to terminate this Lease.

(b) Anything in this Lease to the contrary notwithstanding, Landlord's obligations, representations and warranties in this Lease are not personal obligations, representations and warranties or binding on any of Landlord's assets except Landlord's interest in 4724 Decker, as it may from time-to-time be encumbered. No personal liability arising from this Lease or Landlord's obligations under it shall be asserted or enforceable against Landlord or its partners, co-venturers, shareholders, directors or officers or their

respective heirs, legal representatives, successors or assigns.

19.3 Interest. Any amounts owing from one party to the other under this Lease and not paid within any applicable grace period after the date due shall bear interest from the date due until paid at the lesser of (a) 4% over the Prime Rate, as established by the *Wall Street Journal*, adjusted from time-to-time as the Prime Rate changes, or (b) the highest rate of interest permitted in the state where 4724 Decker is located for similar obligations.

19.4 Attorneys' Fees. In any litigation or alternative dispute resolution brought by reason of an alleged default under this Lease, the losing party shall pay court (or alternative forum) costs and all the other party's expenses, including reasonable attorneys' fees (including allocated costs of in-house attorneys, if any).

19.5 Forbearance. A party's failure to insist on the strict performance of any of the other's obligations under this Lease, or to exercise any option under this Lease, shall not be deemed to be a waiver of the obligation or option, regardless, with respect to Landlord, of Landlord's knowledge of the preceding breach at the time of acceptance of Base Rent.

19.6 Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULL EXTENT PERMITTED BY LAW, ANY RIGHT TO HAVE A JURY IN CONNECTION WITH ANY ACTION, LEGAL PROCEEDING OR HEARING WITH RESPECT TO THIS LEASE, AND SUCH WAIVER SHALL BE EFFECTIVE WITH RESPECT TO. EACH PARTY HAS READ THIS PARAGRAPH, HAS BEEN REPRESENTED BY COMPETENT LEGAL COUNSEL OF ITS CHOICE, AND THE WAIVERS MADE IN THIS PARAGRAPH HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY AND AS PART OF THE CONSIDERATION FOR THIS LEASE.

19.7 No Accord and Satisfaction. No payment or receipt by either party of a lesser amount than the monetary obligations due under this Lease shall be deemed to be other than on account of the earliest obligations due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and either party may accept any check or payment without prejudice to its right to recover the balance of the obligations or pursue any other remedy. No receipt for money from any person after termination of this Lease, service of any notice, commencement of any suit or final judgment for possession of the Premises shall reinstate, continue or extend the Term or affect any such notice, demand or suit or imply consent for any action for which a party's consent is required, unless specifically agreed by that party in writing. Any amounts received by either party may be allocated to any specific amounts due from the other as the recipient determines.

ARTICLE 20. MISCELLANEOUS PROVISIONS

20.1 Persons Bound. This Lease binds and benefits Landlord and Tenant and their heirs, executors, administrators, successors and assigns. If multiple parties execute this Lease as Tenant, their liability shall be joint and several.

20.2 Interpretation.

- (a) This Lease shall be interpreted according to and governed by the internal laws of the State of Texas.
- (b) Captions to the Articles and Sections of this Lease are not a part of the Lease and shall have no effect on the interpretation of any part of it.
- (c) The relationship of Landlord and Tenant created by this Lease shall not constitute or be construed as a partnership, principal-agent relationship, joint venture or other cooperative enterprise.
- (d) If any provision of this Lease is proved to be illegal or unenforceable, it shall be deemed modified to the minimum extent and for the minimum amount of time necessary to eliminate the illegality or unenforceability. If the intent of any provision of this Lease so indicates, the parties' respective obligations

under the provision shall survive expiration or earlier termination of the Lease.

(e) This Lease contains all agreements between Landlord and Tenant relating to its subject matter. Any and all prior agreements or understandings are superseded. Each party acknowledges that neither the other party nor its agents have made any promises or representations in connection with this Lease except as set forth in this Lease and agrees that no claim or liability shall be asserted for, and neither party shall be liable for, breach of any promise or representation not stated in this Lease.

20.3 Dates; Force Majeure.

(a) Whenever this Lease requires payment of money on demand or without specifying a deadline, payment shall be required by the next date an installment of Base Rent is due or within ten (10) days of Landlord's demand, whichever is later.

(b) Whenever this Lease requires performance of an obligation other than payment of money on demand or without specifying a deadline, performance shall be required within thirty (30) days.

(c) Except where otherwise indicated, time is of the essence of this Lease. However, if weather conditions, natural disaster, fire, war, civil unrest, labor unrest, or similar circumstances beyond a party's reasonable control prevent timely performance of an obligation other than payment of money, the time for performance shall be extended by the amount of time performance is prevented.

20.4 Authority. Each party warrants that it has the power and authority to enter into this Lease, and shall furnish to the other on reasonable demand evidence of this power and authority.

20.5 Memorandum. Either party shall, at the request of the other, execute a recordable memorandum of this Lease, to be prepared and recorded at the expense of the requesting party.

20.6 Brokers. Each party warrants that it has not engaged any broker, finder or other person (except as previously disclosed in writing) who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease. Each party shall be solely responsible for compensating its own broker (if any), and shall defend and indemnify the other against any claims, expenses or liabilities incurred by the other as a result of any brokerage arrangements or agreements made or alleged to have been made by or on behalf of the indemnifying party.

20.8 Early Termination; Amendment. Whenever any provision of this Lease terminates the Lease before the Expiration Date, or amendment to any other provision of the Lease, the termination or change shall promptly be confirmed by written agreement between Landlord and Tenant. However, until the parties execute such an agreement, the Lease shall nevertheless be deemed terminated or amended. Otherwise, this Lease (except for the Rules) may not be modified except in writing signed by Landlord and Tenant, and by a Mortgagee of 4724 Decker if the Mortgagee so requires.

20.9 Notices and Consents. All notices and consents required or permitted under this Lease must be in writing served either personally, by registered or certified mail, properly addressed and postage prepaid, or by overnight courier service, and shall be deemed given when personally delivered, the next business day following deposit with an overnight courier service, or three (3) business days after deposit with the Postal Service. The parties' respective addresses for notices, consents, and payments are set forth in the Data Sheet. Either party may change its address for notices, consents and payments at any time by notice to the other.

20.10 Authority. If Tenant is a corporation, trust or general or limited partnership, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said entity. If Tenant is a corporation, trust or partnership, Tenant shall, concurrent with its execution of this Lease, deliver to Landlord evidence of such authority satisfactory to Landlord.

20.11 Exhibits. The following Exhibits are attached to and by reference incorporated in this Lease:


Exhibit A: Drawing Showing Location of the Premises

Exhibit B: Rules and Regulations

LANDLORD:

SEALFRA, LLC,

a Texas limited liability company

By: 


Davide Danese, Managing Member

Dated: October 31, 2012

TENANT:

GENERAL POLYMER SERVICES, LLC,

a Texas limited liability company

By: 

Davide Danese, President

Dated: October 31, 2012

GENERAL INDUSTRIAL POLYMERS
WAREHOUSE ADDITION
BAYTOWN, TEXAS

OVERALL SITE PLAN

10/1/88

03 OF 03

EXHIBIT B – RULES AND REGULATIONS

1. All floor areas and other improvements in or on the Building (including, without limitation, entrances and returns, doors, fixtures, windows, aisles, and displays) shall be maintained in a safe, neat and clean condition.
2. No person shall use the parking areas except for ingress and egress and for the parking of motor vehicles. No sidewalks, walkways, or halls shall be used other than for pedestrian travel. No roadways, walkways, sidewalks, halls, parking area, or other open areas shall be used by skateboards, roller blades, roller skates or other moveable contrivances, except for or by handicapped persons.
3. No person shall do any of the following:
 - A. Throw, discard, or deposit any paper, glass, or extraneous matter of any kind, except in designated receptacles, or create litter or hazards of any kind on or in any part of the Premises;
 - B. Deface, damage, or demolish any sign, light standard or fixture, landscaping material or other improvement within the Premises.
4. No sign or covering shall be inscribed, displayed, printed, affixed or hung on or to, or placed in or used in connection with, any window or door located on or within the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord shall have the right to remove any such sign or covering that violates this provision following notice to and at the expense of Tenant.
5. Landlord reserves the right to exclude or expel from the Premises, any person who, in Landlord's reasonable judgment, is or appears to be intoxicated or under the influence of liquor or drugs, or is in violation of any of these Rules and Regulations.
6. Tenant shall comply with all safety, fire protection, and evacuation procedures and regulations established by Landlord, its insurance carriers, or any governmental authority.
7. Landlord reserves the right to restrict the use of all electrical extension cords. At no time shall more than two electrical devices be connected to any single electrical outlet. Multiple adapters are prohibited. Any extension cord used must be a two-wire cord with a ground, and must be sized according to the power draw on the circuit.
9. The plumbing fixtures shall be used only for the purposes for which they are designed, and no sweepings, rubbish, rags, or other unsuitable materials shall be disposed into them. Without the prior written consent of Landlord, Tenant shall not use the Premises for washing clothes, lodging, or for any improper, objectionable, or immoral purposes. No cooking shall be done or permitted by Tenant on the Premises, other than cooking for Tenant's employees and visitors, including, without limitation, events hosted by Tenant at the Premises.
10. Neither Tenant nor its employees, agents, contractors, subcontractors, or invitees shall go upon the roof of the Premises without Landlord's prior written consent.
11. Landlord will furnish Tenant with an initial set of keys free of charge. Landlord may make a reasonable charge for any additional keys. Tenant shall not alter any lock or install a new or additional lock or bolt on any door of its Premises without prior written consent of Landlord, which consent will not be unreasonably withheld. If Landlord shall give its consent, Tenant shall in each case furnish Landlord with a key for any such lock. Tenant, upon the termination of its tenancy, shall deliver to Landlord all keys to doors and other areas in the Premises.

12. Tenant shall not sell or regularly serve alcoholic beverages on the Premises without the prior written consent of Landlord.
13. The Premises shall be used only for the purposes set forth in the Lease.
14. Tenant shall store all its trash and garbage within its Premises or in dumpsters or other contained areas in the Premises. No material shall be placed in the trash cans or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the area, without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be made only through entryways provided for such purpose and at such times as Landlord shall designate. Large containers and any non-compactable trash shall be kept in the Premises until such time as Tenant has made suitable arrangements for its removal. In no event shall Tenant's trash be visible to the general public or constitute any health, fire hazard, or nuisance to the public. No burning of trash, refuse, or waste shall be permitted.
15. These Rules and Regulations are in addition to, and shall not be construed to in any way modify, alter, or amend, in whole or in part, the terms, covenants, agreements, and conditions of the Lease to which these Rules and Regulations are attached. Landlord reserves the right to rescind or waive any of the rules and regulations set forth and to make such other and further rules and regulations as in its reasonable judgment shall, from time to time, be required for the safety and protection, care, and cleanliness of the Premises, the operation thereof, the preservation of good order therein, or the protection and comfort of the Tenant and their agents, employees, and invitees. Such rules and regulations, when made and written notice thereof is given to Tenant, shall be binding upon it in like manner as if originally herein prescribed.

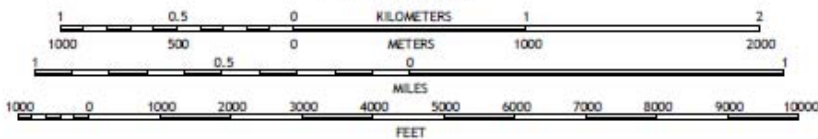
ATTACHMENT C

USGS MAPS





SCALE 1:24 000



QUADRANGLE LOCATION

ROAD CLASSIFICATION

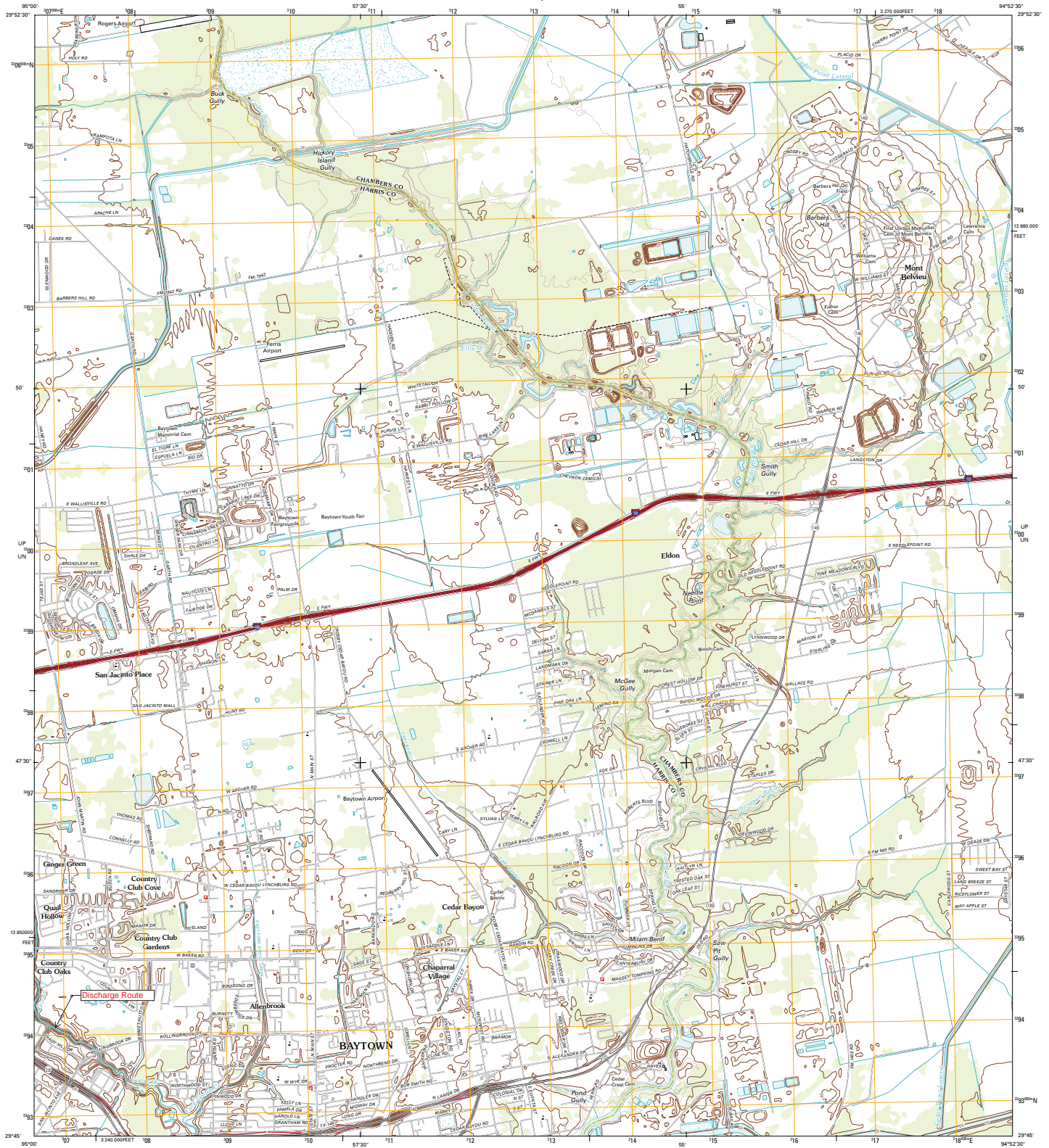




U.S. DEPARTMENT OF THE INTERIOR
U. S. GEOLOGICAL SURVEY



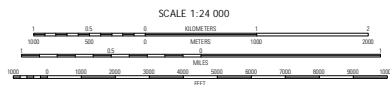
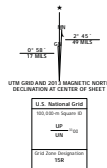
MONT BELVIEU QUADRANGLE
TEXAS
7.5-MINUTE SERIES



Produced by the United States Geological Survey

North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84) Projection and
1000-meter grid. Universal Transverse Mercator, Zone 18R
100 000 foot ticks. Texas Coordinate System of 1983 (South
central zone)

Imagery: N.A.P., April 2010, May 2010
Roads: P.2004-2012, TopoForm
Names: N.A.P., 2004-2012
Hydrography: National Hydrography Dataset, 2010
Contours: National Elevation Dataset, 2010
Boundaries: Census, BWC, BIC, USGS, 1972-2012



CONTOUR INTERVAL: 5 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988
This map was produced to conform with the
National Geospatial Program US Topo Product Standard, 2011.
A metadata file associated with this product is available at www.usgs.gov



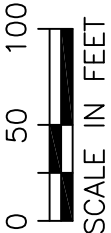
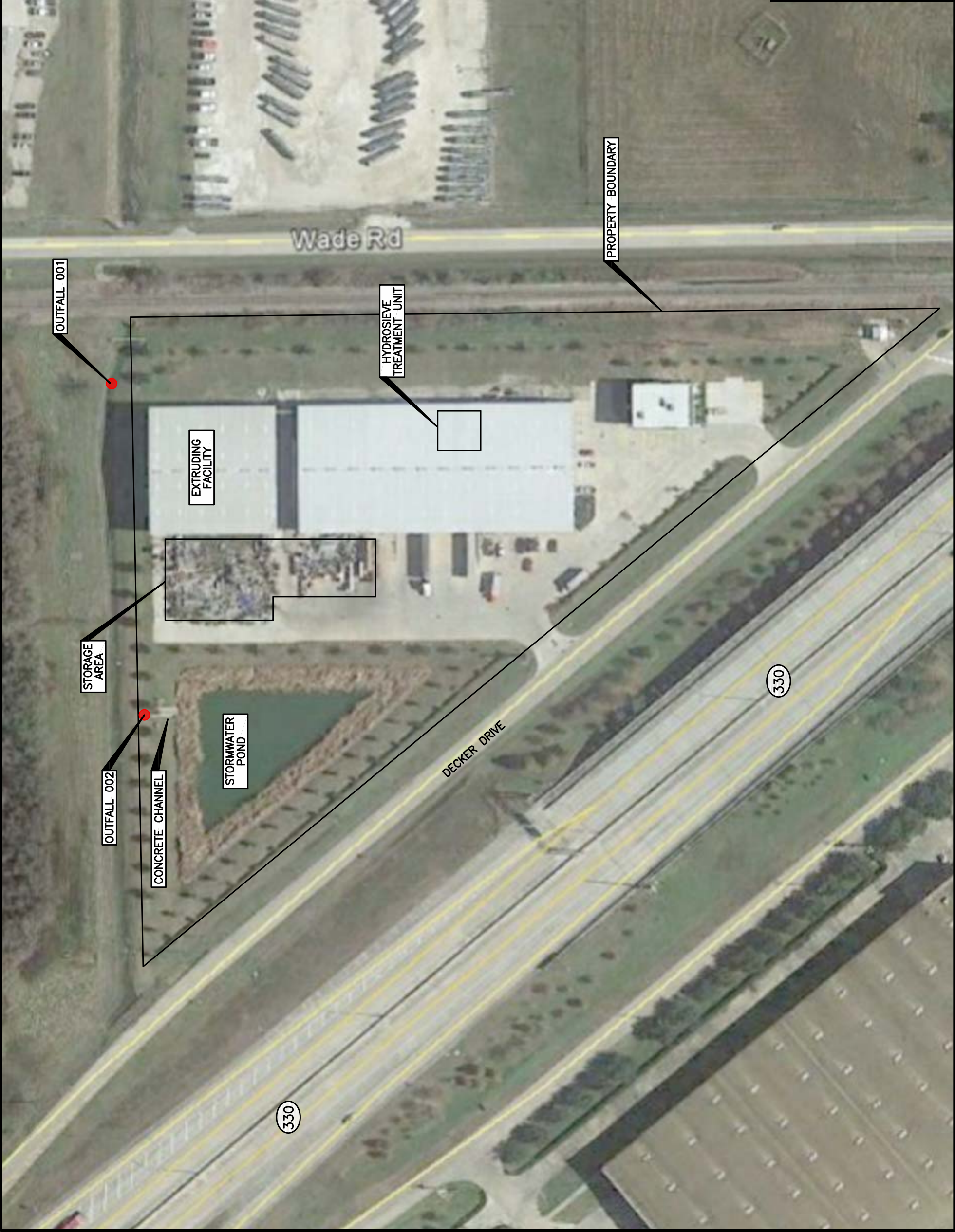
Crook	Shaw	Miss
Highland	Mont	Cove
La	Morgan	Umbrella
Park	Point	Point

ROAD CLASSIFICATION
Interstate Route
US Route
Bypass
Interstate Route
US Route
State Route
Local Road
4WD
State Route

MONT BELVIEU, TX
2013

ATTACHMENT D

FACILITY MAP



SOURCE: GOOGLE EARTH PRO AERIAL 2016.

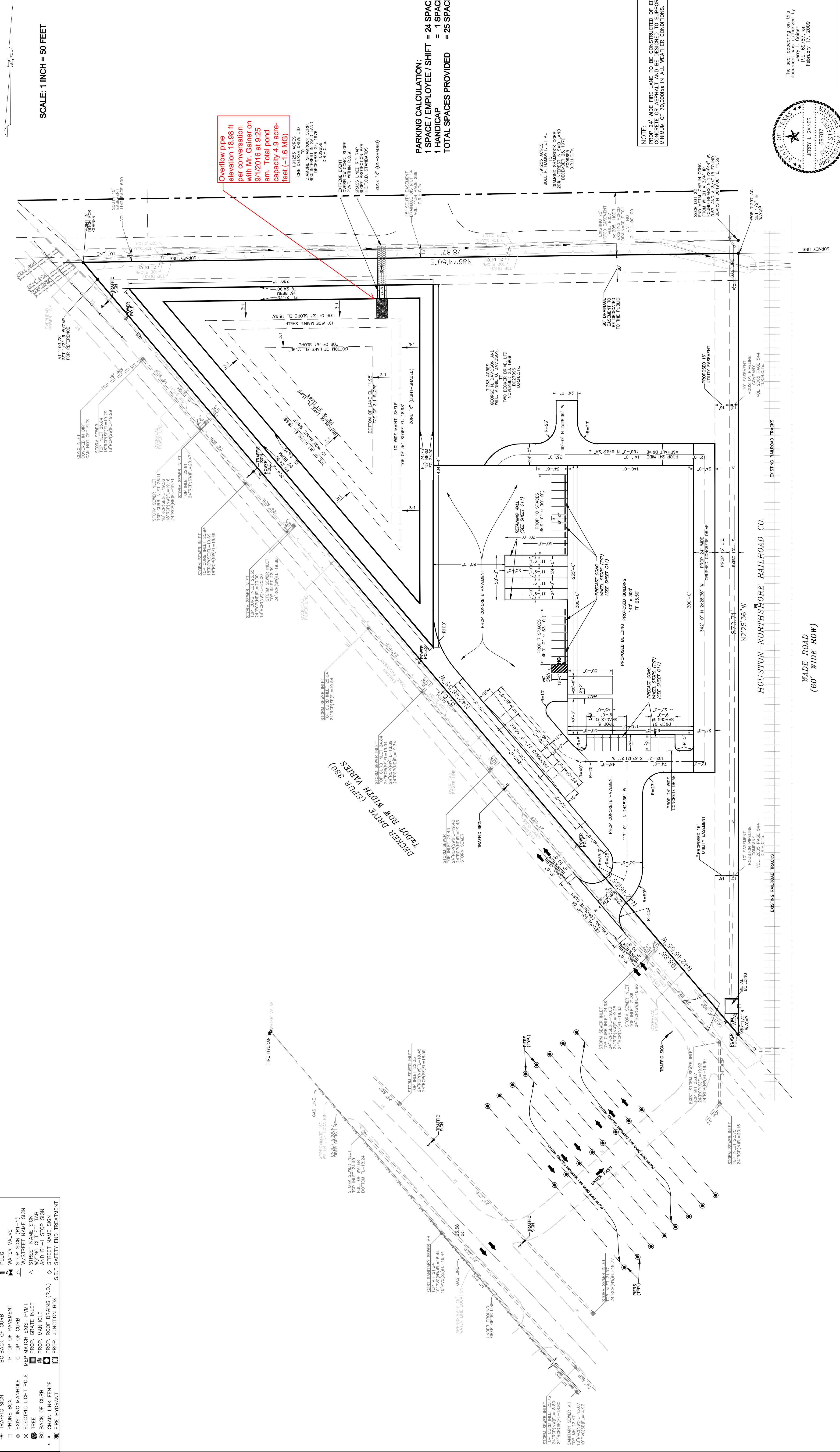
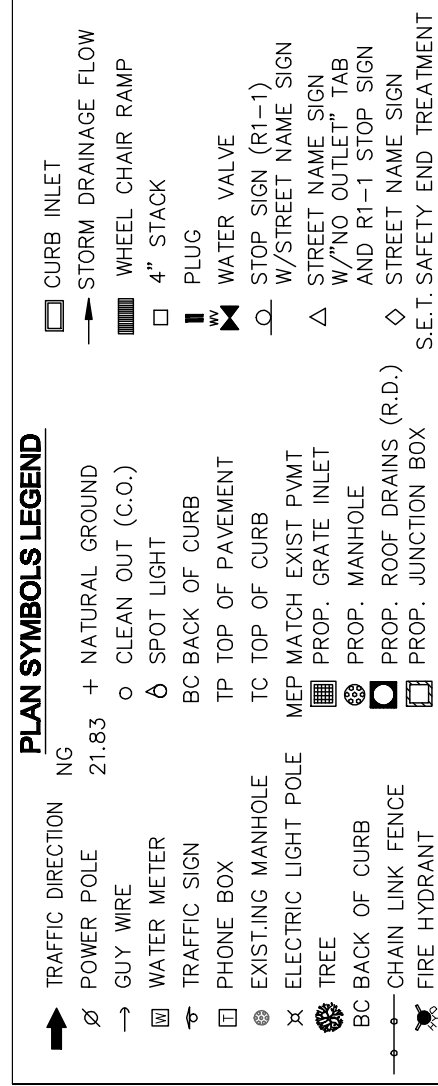


ATTACHMENT F

SITE DRAWING

GENERAL POLYMER
SERVICES LLC
BAYTOWN, TEXAS

DATE	PROJECT NO.	SCALE
AUG 2016	15470.001.001.0002	AS SHOWN



used appearing on this
 ment was authorized by
 Jerry L. Gainer
 P.E. 69787, on
 February 17, 2009

		HUTCHISON & ASSOCIATES ENGINEERS LAND PLANNERS SURVEYORS <small>1209 DEBOR BL. BAYTOWN, TEXAS 77620</small>	DRAWN EW DATE 12-01-08	CHECKED G.R.J.	SHEET NO. C4
			SCALE 1" = 50'	G.E.D. APPROVED	JOB NO. 5488
N.O.	REVIEWS	DATE			SITE GEOMETRIC PLAN BAYTOWN, TEXAS

ATTACHMENT E

FEMA MAP

National Flood Hazard Layer FIRMette



29°46'49.29"N



USGS The National Map, Orthoimagery, Data refreshed April, 2019.
29°46'18.06"N

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS



OTHER AREAS OF FLOOD HAZARD



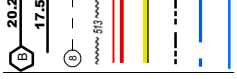
OTHER AREAS



GENERAL STRUCTURES



OTHER FEATURES



MAP PANELS



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

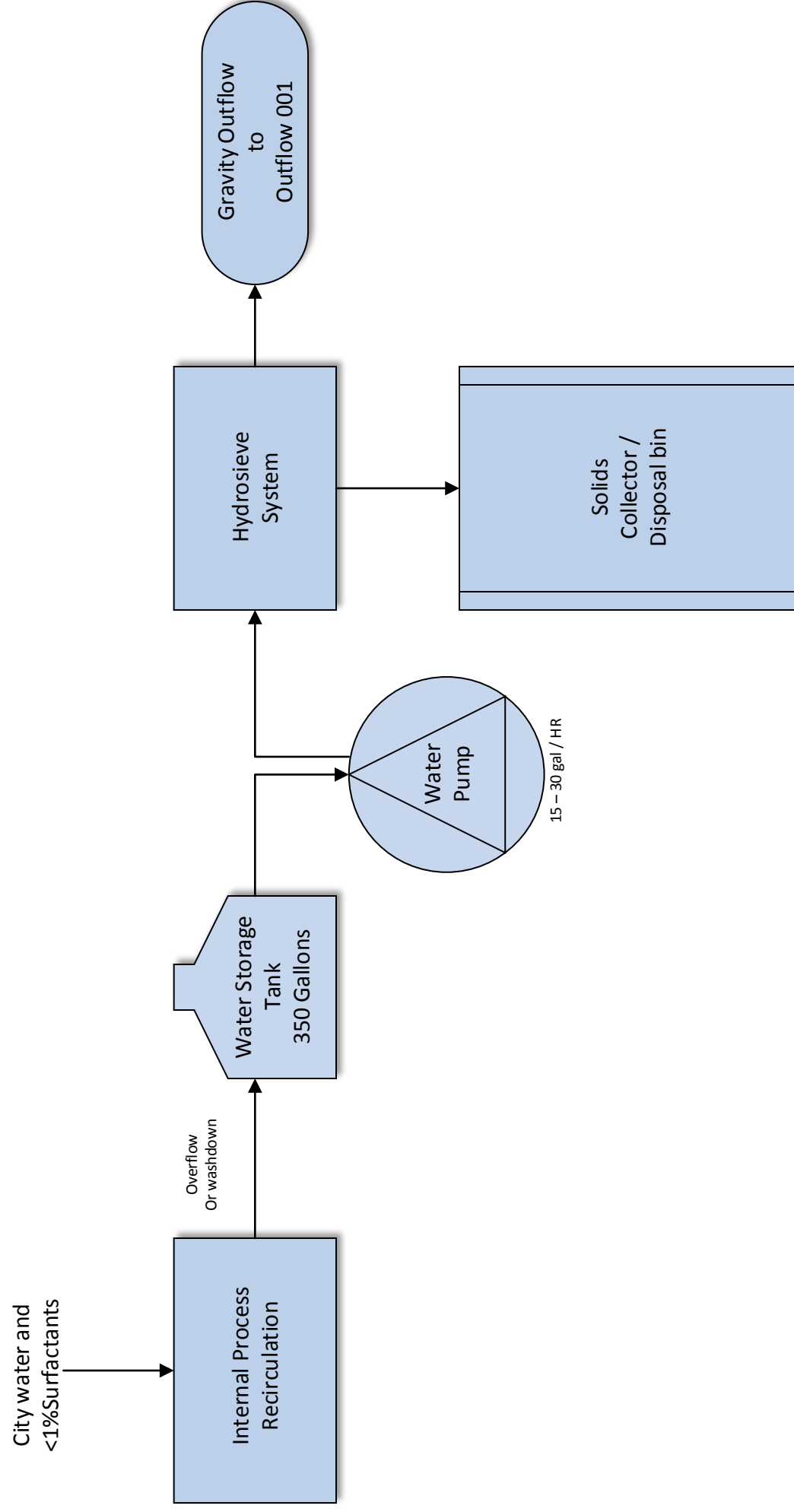
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 1/6/2020 at 4:46:45 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

ATTACHMENT F

FLOW DIAGRAM



ATTACHMENT G

Safety Data Sheet

SAFETY DATA SHEET

FORTIS® EC9052A

Section: 1. PRODUCT AND COMPANY IDENTIFICATION

Product name : FORTIS® EC9052A

Other means of identification : Not applicable.

Recommended use : PROCESS ANTIFOAM

Restrictions on use : Refer to available product literature or ask your local Sales Representative for restrictions on use and dose limits.

Company : Nalco Champion Company
7705 Highway 90-A
Sugar Land, Texas 77478
USA
TEL: (281) 263-7000

Emergency telephone number : (800) 424-9300 (24 Hours) CHEMTREC

Issuing date : 05/04/2015

Section: 2. HAZARDS IDENTIFICATION

GHS Classification

Not a hazardous substance or mixture.

GHS Label element

Precautionary Statements : **Prevention:**
Wash hands thoroughly after handling.
Response:
Specific measures: consult SDS Section 4.
Storage:
Store in accordance with local regulations.

Other hazards : None known.

Section: 3. COMPOSITION/INFORMATION ON INGREDIENTS

Pure substance/mixture : Mixture

No hazardous ingredients

Section: 4. FIRST AID MEASURES

In case of eye contact : Rinse with plenty of water. Get medical attention if symptoms occur.

In case of skin contact : Wash off with soap and plenty of water. Get medical attention if symptoms occur.

If swallowed : Rinse mouth. Get medical attention if symptoms occur.

If inhaled : Get medical attention if symptoms occur.

Protection of first-aiders : In event of emergency assess the danger before taking action. Do

SAFETY DATA SHEET

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not put yourself at risk of injury. If in doubt, contact emergency responders. Use personal protective equipment as required.

- Notes to physician : Treat symptomatically.
- Most important symptoms and effects, both acute and delayed : See Section 11 for more detailed information on health effects and symptoms.

Section: 5. FIREFIGHTING MEASURES

- Suitable extinguishing media : Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.
- Unsuitable extinguishing media : None known.
- Specific hazards during firefighting : Not flammable or combustible.
- Hazardous combustion products : Carbon oxides
- Special protective equipment for firefighters : Use personal protective equipment.
- Specific extinguishing methods : Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.

Section: 6. ACCIDENTAL RELEASE MEASURES

- Personal precautions, protective equipment and emergency procedures : Refer to protective measures listed in sections 7 and 8.
- Environmental precautions : No special environmental precautions required.
- Methods and materials for containment and cleaning up : Stop leak if safe to do so. Contain spillage, and then collect with non-combustible absorbent material, (e.g. sand, earth, diatomaceous earth, vermiculite) and place in container for disposal according to local / national regulations (see section 13). Flush away traces with water. For large spills, dike spilled material or otherwise contain material to ensure runoff does not reach a waterway.

Section: 7. HANDLING AND STORAGE

- Advice on safe handling : For personal protection see section 8. Wash hands after handling.
- Conditions for safe storage : Keep out of reach of children. Keep container tightly closed. Store in suitable labeled containers.

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- Suitable material : The following compatibility data is suggested based on similar product data and/or industry experience: Nylon, Stainless Steel 304, Stainless Steel 316L, Hastelloy C-276, Plexiglass, EPDM, PVC, HDPE (high density polyethylene), Polyurethane, Aluminum, Ethylene propylene, Polypropylene, Polyethylene, PTFE, Perfluoroelastomer, Polytetrafluoroethylene/polypropylene copolymer
- Unsuitable material : The following compatibility data is suggested based on similar product data and/or industry experience: Copper, Brass, Buna-N, Natural rubber, Neoprene, Mild steel, Fluoroelastomer, Chlorosulfonated polyethylene rubber

Section: 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

Contains no substances with occupational exposure limit values.

- Engineering measures : Good general ventilation should be sufficient to control worker exposure to airborne contaminants.

Personal protective equipment

- Eye protection : Safety glasses
- Hand protection : Wear protective gloves.
Gloves should be discarded and replaced if there is any indication of degradation or chemical breakthrough.
- Skin protection : Wear suitable protective clothing.
- Respiratory protection : No personal respiratory protective equipment normally required.
- Hygiene measures : Wash hands before breaks and immediately after handling the product.

Section: 9. PHYSICAL AND CHEMICAL PROPERTIES

- Appearance : Liquid
- Colour : off-white
- Odour : Mild, Organic, -, Sour
- Flash point : > 93.3 °C
- pH : 7.5, 100 %
Method: ASTM E 70
- Odour Threshold : no data available
- Melting point/freezing point : FREEZING POINT: -5 °C
- Initial boiling point and boiling range : no data available
- Evaporation rate : similar to water
- Flammability (solid, gas) : no data available

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Upper explosion limit	: no data available
Lower explosion limit	: no data available
Vapour pressure	: similar to water
Relative vapour density	: no data available
Relative density	: 0.99 - 1.03 (25 °C) ASTM D-1298
Density	: 8.2 - 8.6 lb/gal
Water solubility	: completely soluble
Solubility in other solvents	: no data available
Partition coefficient: n-octanol/water	: no data available
Auto-ignition temperature	: no data available
Thermal decomposition temperature	: no data available
Viscosity, dynamic	: 300 - 1,000 mPa.s (25 °C) Method: ASTM D-2983
Viscosity, kinematic	: 300 - 1,100 mm ² /s (25 °C)
VOC	: no data available

Section: 10. STABILITY AND REACTIVITY

Chemical stability	: Stable under normal conditions.
Possibility of hazardous reactions	: No dangerous reaction known under conditions of normal use.
Conditions to avoid	: Extremes of temperature
Incompatible materials	: Strong oxidizing agents
Hazardous decomposition products	: Carbon oxides

Section: 11. TOXICOLOGICAL INFORMATION

Information on likely routes of exposure : Inhalation, Eye contact, Skin contact

Potential Health Effects

Eyes	: Health injuries are not known or expected under normal use.
Skin	: Health injuries are not known or expected under normal use.
Ingestion	: Health injuries are not known or expected under normal use.
Inhalation	: Health injuries are not known or expected under normal use.
Chronic Exposure	: Health injuries are not known or expected under normal use.

Experience with human exposure

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Eye contact : No symptoms known or expected.

Skin contact : No symptoms known or expected.

Ingestion : No symptoms known or expected.

Inhalation : No symptoms known or expected.

Toxicity

Product

Acute oral toxicity : Acute toxicity estimate : > 5,000 mg/kg

Acute inhalation toxicity : no data available

Acute dermal toxicity : no data available

Skin corrosion/irritation : no data available

Serious eye damage/eye irritation : no data available

Respiratory or skin sensitization : no data available

Carcinogenicity

IARC No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

OSHA No component of this product present at levels greater than or equal to 0.1% is identified as a carcinogen or potential carcinogen by OSHA.

NTP No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

Reproductive effects : no data available

Germ cell mutagenicity : no data available

Teratogenicity : no data available

STOT - single exposure : no data available

STOT - repeated exposure : no data available

Aspiration toxicity : no data available

Section: 12. ECOLOGICAL INFORMATION

Ecotoxicity

Environmental Effects : This product has no known ecotoxicological effects.

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Product

Toxicity to fish : LC50 Oncorhynchus mykiss (rainbow trout): > 1,000 mg/l
Exposure time: 96 hrs
Test substance: Product

LC50 Pimephales promelas (fathead minnow): > 1,000 mg/l
Exposure time: 96 hrs
Test substance: Product

Toxicity to daphnia and other aquatic invertebrates : LC50 Daphnia magna (Water flea): 1,000 mg/l
Exposure time: 48 hrs
Test substance: Product

Persistence and degradability

The organic portion of this preparation is expected to be poorly biodegradable.

Total Organic Carbon (TOC) : 27,000 mg/l

Chemical Oxygen Demand (COD): 120,000 mg/l

Biochemical Oxygen Demand (BOD):

Incubation Period	Value	Test Descriptor
5 d	9,240 mg/l	Product

Mobility

The environmental fate was estimated using a level III fugacity model embedded in the EPI (estimation program interface) Suite TM, provided by the US EPA. The model assumes a steady state condition between the total input and output. The level III model does not require equilibrium between the defined media. The information provided is intended to give the user a general estimate of the environmental fate of this product under the defined conditions of the models.

If released into the environment this material is expected to distribute to the air, water and soil/sediment in the approximate respective percentages;

Air	: <5%
Water	: 30 - 50%
Soil	: 50 - 70%

The portion in water is expected to be soluble or dispersible.

Bioaccumulative potential

This preparation or material is not expected to bioaccumulate.

Other information

no data available

Section: 13. DISPOSAL CONSIDERATIONS

If this product becomes a waste, it is not a hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA) 40 CFR 261, since it does not have the characteristics of Subpart C, nor is it listed under Subpart D.

Disposal methods : Where possible recycling is preferred to disposal or incineration. If recycling is not practicable, dispose of in compliance with local regulations. Dispose of wastes in an approved waste disposal facility.

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Disposal considerations : Dispose of as unused product. Empty containers should be taken to an approved waste handling site for recycling or disposal. Do not re-use empty containers.

Section: 14. TRANSPORT INFORMATION

The shipper/consignor/sender is responsible to ensure that the packaging, labeling, and markings are in compliance with the selected mode of transport.

Land transport (DOT)

Proper shipping name : PRODUCT IS NOT REGULATED DURING TRANSPORTATION

Air transport (IATA)

Proper shipping name : PRODUCT IS NOT REGULATED DURING TRANSPORTATION

Sea transport (IMDG/IMO)

Proper shipping name : PRODUCT IS NOT REGULATED DURING TRANSPORTATION

Section: 15. REGULATORY INFORMATION

EPCRA - Emergency Planning and Community Right-to-Know Act

CERCLA Reportable Quantity

This material does not contain any components with a CERCLA RQ.

SARA 304 Extremely Hazardous Substances Reportable Quantity

This material does not contain any components with a section 304 EHS RQ.

SARA 311/312 Hazards : No SARA Hazards

SARA 302 : No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302.

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

California Prop 65

This product does not contain any chemicals known to State of California to cause cancer, birth defects, or any other reproductive harm.

INTERNATIONAL CHEMICAL CONTROL LAWS :

TOXIC SUBSTANCES CONTROL ACT (TSCA)

The substances in this preparation are included on or exempted from the TSCA 8(b) Inventory (40 CFR 710)

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CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA)

The substance(s) in this preparation are included in or exempted from the Domestic Substance List (DSL).

AUSTRALIA

All substances in this product comply with the National Industrial Chemicals Notification & Assessment Scheme (NICNAS).

CHINA

All substances in this product comply with the Provisions on the Environmental Administration of New Chemical Substances and are listed on or exempt from the Inventory of Existing Chemical Substances China (IECSC).

EUROPE

The substances in this preparation have been reviewed for compliance with the EINECS or ELINCS inventories.

JAPAN

All substances in this product comply with the Law Regulating the Manufacture and Importation Of Chemical Substances and are listed on the Existing and New Chemical Substances list (ENCS).

KOREA

All substances in this product comply with the Toxic Chemical Control Law (TCCL) and are listed on the Existing Chemicals List (ECL)

NEW ZEALAND

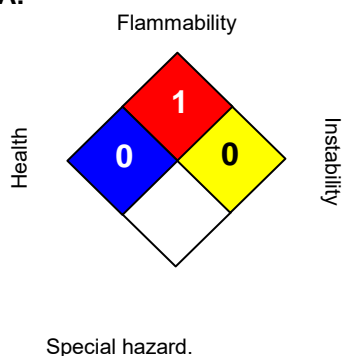
All substances in this product comply with the Hazardous Substances and New Organisms (HSNO) Act 1996, and are listed on or are exempt from the New Zealand Inventory of Chemicals.

PHILIPPINES

All substances in this product comply with the Republic Act 6969 (RA 6969) and are listed on the Philippines Inventory of Chemicals & Chemical Substances (PICCS).

Section: 16. OTHER INFORMATION

NFPA:



HMIS III:

HEALTH	0
FLAMMABILITY	1
PHYSICAL HAZARD	0

0 = not significant, 1 = Slight,
2 = Moderate, 3 = High
4 = Extreme, * = Chronic

Revision Date : 05/04/2015
Version Number : 1.2
Prepared By : Regulatory Affairs

REVISED INFORMATION: Significant changes to regulatory or health information for this revision is indicated by a bar in the left-hand margin of the SDS.

SAFETY DATA SHEET

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The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

For additional copies of an MSDS visit www.nalco.com and request access.

ATTACHMENT H

ePay Voucher

TCEQ ePay Voucher Receipt

Transaction Information

Voucher Number:	449666
Trace Number:	582EA000374332
Date:	01/23/2020 03:17 PM
Payment Method:	ACH - Authorization 0000000000
Amount:	\$15.00
Fee Type:	30 TAC 305.53B WQ RENEWAL NOTIFICATION FEE
ePay Actor:	Carlin Roney

Payment Contact Information

Name:	Raynaldo Berrera
Company:	General Polymers Services Llc
Address:	4705 Decker Dr, Baytown, TX 77520
Phone:	281-424-4673