



Administrative Package Cover Page

This file contains the following documents:

1. Summary of application (in plain language)
 - English
 - Alternative Language (Spanish)
 2. First Notice (NORI-Notice of Receipt of Application and Intent to Obtain a Permit)
 - English
 - Alternative Language (Spanish)
 3. Application materials
-



Portada de Paquete Administrativo

Este archivo contiene los siguientes documentos:

1. Resumen en lenguaje sencillo (PLS, por sus siglas en inglés) de la actividad propuesta
 - Inglés
 - Idioma alternativo (español)
2. Primer aviso (NORI, por sus siglas en inglés)
 - Inglés
 - Idioma alternativo (español)
3. Solicitud original



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SUMMARY OF APPLICATION IN PLAIN LANGUAGE FOR TPDES OR TLAP PERMIT APPLICATIONS

Summary of Application (in plain language) Template and Instructions for Texas Pollutant Discharge Elimination System (TPDES) and Texas Land Application (TLAP) Permit Applications

Applicants should use this template to develop a plain language summary of your facility and application as required by Title 30, Texas Administrative Code (30 TAC), Chapter 39, Subchapter H. You may modify the template as necessary to accurately describe your facility as long as the summary includes the following information: (1) the function of the proposed plant or facility; (2) the expected output of the proposed plant or facility; (3) the expected pollutants that may be emitted or discharged by the proposed plant or facility; and (4) how you will control those pollutants, so that the proposed plant will not have an adverse impact on human health or the environment.

Fill in the highlighted areas below to describe your facility and application in plain language. Instructions and examples are provided below. Make any other edits necessary to improve readability or grammar and to comply with the rule requirements. After filling in the information for your facility delete these instructions.

If you are subject to the alternative language notice requirements in 30 TAC Section 39.426, **you must provide a translated copy of the completed plain language summary in the appropriate alternative language as part of your application package.** For your convenience, a Spanish template has been provided below.

ENGLISH TEMPLATE FOR TPDES or TLAP NEW/RENEWAL/AMENDMENT APPLICATIONS INDUSTRIAL WASTEWATER/STORMWATER

The following summary is provided for this pending water quality permit application being reviewed by the Texas Commission on Environmental Quality as required by 30 TAC Chapter 39. The information provided in this summary may change during the technical review of the application and is not a federal enforceable representation of the permit application.

General Polymer Services, LLC (CN605233907) operates Decker North Polymer Facility (RN109423368), a polyolefin compounding facility, where polyethylene and/or polypropylene are mixed with additives and fillers, melted, and extruded to form a polyolefin compound. The facility is located at 4724 Decker Drive, in Baytown, Harris County, Texas 77520. General Polymers has applied to renew water quality permit WQ0005211000, which authorizes the discharge of industrial wastewater not to exceed a daily average of 5,000 gallons per day through Outfall 001, and intermittent discharges of stormwater through Outfall 002.

Discharges from the facility are expected to contain biochemical oxygen demand, oil and grease, total suspended solids, and chemical oxygen demand. Process wastewater is treated by a hydrosieve, while stormwater is not treated prior to discharge.

PLANTILLA EN ESPAÑOL PARA SOLICITUDES NUEVAS/RENOVACIONES/ENMIENDAS DE TPDES o TLAP

AGUAS RESIDUALES INDUSTRIALES /AGUAS PLUVIALES

El siguiente resumen se proporciona para esta solicitud de permiso de calidad del agua pendiente que está siendo revisada por la Comisión de Calidad Ambiental de Texas según lo requerido por el Capítulo 39 del Código Administrativo de Texas 30. La información proporcionada en este resumen puede cambiar durante la revisión técnica de la solicitud y no es una representación ejecutiva fedérale de la solicitud de permiso.

General Polymer Services, LLC (CN605233907) opera Decker North Polymer Facility (RN109423368), un instalación de compuestos de poliolefina, donde el polietileno y/o el polipropileno se mezclan con aditivos y rellenos, se funden y se extruyen para formar un compuesto de poliolefina. La instalación está ubicada en 4724 Decker Drive, en Baytown, Condado de Harris, Texas 77520. General Polymers ha solicitado la renovación del permiso de calidad del agua WQ0005211000, que autoriza la descarga de aguas residuales industriales que no excedan un promedio diario de 5,000 galones por día a través del Emisario 001, y las descargas intermitentes de aguas pluviales a través del Emisario 002.

Se espera que las descargas de la instalación contengan demanda bioquímica de oxígeno, aceite y grasa, sólidos suspendidos totales y demanda química de oxígeno. Process wastewater. está tratado por un hidrosieve, mientras que las aguas pluviales no se tratan antes de su descarga.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



NOTICE OF RECEIPT OF APPLICATION AND INTENT TO OBTAIN WATER QUALITY PERMIT RENEWAL

PERMIT NO. WQ0005211000

APPLICATION. General Polymer Services, LLC, 5110 Decker Drive, Baytown, Texas 77520, which owns a polyolefin compounding plant, has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0005211000 (EPA I.D. No. TX0137359) to authorize the discharge of treated wastewater via Outfall 001 at a volume not to exceed a daily average flow of 5,000 gallons per day and the discharge of stormwater at an intermittent and flow-variable volume via Outfall 002. The facility is located at 4724 Decker Drive, in the city of Baytown, in Harris County, Texas 77520. The discharge route is from the plant site via Outfalls 001 and 002 to a Harris County Flood Control District (HCFCD) ditch; thence to Goose Creek; thence to Tabbs Bay. TCEQ received this application on May 5, 2025. The permit application will be available for viewing and copying at Sterling Municipal Library, reference area, 1 Mary Wilbanks Avenue, Baytown, in Harris County, Texas prior to the date this notice is published in the newspaper. The application, including any updates, and associated notices are available electronically at the following webpage: <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>. This link to an electronic map of the site or facility's general location is provided as a public courtesy and not part of the application or notice. For the exact location, refer to the application.
<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-95.01749,29.776175&level=18>

ALTERNATIVE LANGUAGE NOTICE. Alternative language notice in Spanish is available at: <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>. El aviso de idioma alternativo en español está disponible en <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

ADDITIONAL NOTICE. TCEQ's Executive Director has determined the application is administratively complete and will conduct a technical review of the application. After technical review of the application is complete, the Executive Director may prepare a draft permit and will issue a preliminary decision on the application. **Notice of the Application and Preliminary Decision will be published and mailed to those who are on the county-wide mailing list and to those who are on the mailing list for this application. That notice will contain the deadline for submitting public comments.**

PUBLIC COMMENT / PUBLIC MEETING. You may submit public comments or request a public meeting on this application. The purpose of a public meeting is to provide the opportunity to submit comments or to ask questions about the application. TCEQ will hold a

public meeting if the Executive Director determines that there is a significant degree of public interest in the application or if requested by a local legislator. A public meeting is not a contested case hearing.

OPPORTUNITY FOR A CONTESTED CASE HEARING. After the deadline for submitting public comments, the Executive Director will consider all timely comments and prepare a response to all relevant and material, or significant public comments. **Unless the application is directly referred for a contested case hearing, the response to comments, and the Executive Director's decision on the application, will be mailed to everyone who submitted public comments and to those persons who are on the mailing list for this application.** If comments are received, the mailing will also provide instructions for requesting reconsideration of the Executive Director's decision and for requesting a contested case hearing. A contested case hearing is a legal proceeding similar to a civil trial in state district court.

TO REQUEST A CONTESTED CASE HEARING, YOU MUST INCLUDE THE FOLLOWING ITEMS IN YOUR REQUEST: your name, address, phone number; applicant's name and proposed permit number; the location and distance of your property/activities relative to the proposed facility; a specific description of how you would be adversely affected by the facility in a way not common to the general public; a list of all disputed issues of fact that you submit during the comment period and, the statement "[I/we] request a contested case hearing." If the request for contested case hearing is filed on behalf of a group or association, the request must designate the group's representative for receiving future correspondence; identify by name and physical address an individual member of the group who would be adversely affected by the proposed facility or activity; provide the information discussed above regarding the affected member's location and distance from the facility or activity; explain how and why the member would be affected; and explain how the interests the group seeks to protect are relevant to the group's purpose.

Following the close of all applicable comment and request periods, the Executive Director will forward the application and any requests for reconsideration or for a contested case hearing to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

The Commission may only grant a request for a contested case hearing on issues the requestor submitted in their timely comments that were not subsequently withdrawn. **If a hearing is granted, the subject of a hearing will be limited to disputed issues of fact or mixed questions of fact and law relating to relevant and material water quality concerns submitted during the comment period.**

TCEQ may act on an application to renew a permit for discharge of wastewater without providing an opportunity for a contested case hearing if certain criteria are met.

MAILING LIST. If you submit public comments, a request for a contested case hearing or a reconsideration of the Executive Director's decision, you will be added to the mailing list for this specific application to receive future public notices mailed by the Office of the Chief Clerk. In addition, you may request to be placed on: (1) the permanent mailing list for a specific applicant name and permit number; and/or (2) the mailing list for a specific county. If you wish to be placed on the permanent and/or the county mailing list, clearly specify which list(s) and send your request to TCEQ Office of the Chief Clerk at the address below.

INFORMATION AVAILABLE ONLINE. For details about the status of the application, visit the Commissioners' Integrated Database at www.tceq.texas.gov/goto/cid. Search the database using the permit number for this application, which is provided at the top of this notice.

AGENCY CONTACTS AND INFORMATION. All public comments and requests must be submitted either electronically at <https://www14.tceq.texas.gov/epic/eComment/>, or in writing to the Texas Commission on Environmental Quality, Office of the Chief Clerk, MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Please be aware that any contact information you provide, including your name, phone number, email address and physical address will become part of the agency's public record. For more information about this permit application or the permitting process, please call the TCEQ Public Education Program, Toll Free, at 1-800-687-4040 or visit their website at www.tceq.texas.gov/goto/pep. Si desea información en Español, puede llamar al 1-800-687-4040.

Further information may also be obtained from General Polymer Services, LLC at the address stated above or by calling Mr. Davide Danese, President, at 281-424-4673.

Issuance Date: May 28, 2025

Comisión de Calidad Ambiental del Estado de Texas



AVISO DE RECIBO DE LA SOLICITUD Y EL INTENTO DE OBTENER PERMISO PARA LA CALIDAD DEL AGUA RENOVACION

PERMISO NO. WQ0005211000

SOLICITUD. General Polymer Services, LLC, 5110 Decker Drive, Baytown, Texas 77520, que posee una planta de compounding de poliolefinas, ha solicitado a la Comisión de Calidad Ambiental del Estado de Texas (TCEQ) para renovar el Permiso No. WQ0005211000 (EPA I.D. No. TX 0137359) del Sistema de Eliminación de Descargas de Contaminantes de Texas (TPDES) para autorizar la descarga de aguas residuales tratadas en un volumen que no sobrepasa un flujo promedio diario de 5,000 galones por día y la descarga de aguas pluviales a un volumen intermitente y variable en flujo a través de la emisario 002. La planta está ubicada 4724 Decker Drive, Baytown en el Condado de Harris, Texas 77520. La ruta de descarga es del sitio de la planta a través de la emisarios 001 y 002 al canal del Distrito de Control de Inundaciones del Condado de Harris (HCFCD); de ahí a Goose Creek; de ahí a Tabbs Bay. La TCEQ recibió esta solicitud el 5 de mayo de 2025. La solicitud para el permiso estará disponible para leerla y copiarla en Biblioteca Municipal de Sterling, área de referencia, 1 Mary Wilbanks Avenue, Baytown, en el Condado de Harris, Texas antes de la fecha de publicación de este aviso en el periódico. La solicitud (cualquier actualización y aviso inclusive) está disponible electrónicamente en la siguiente página web:

<https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

Este enlace a un mapa electrónico de la ubicación general del sitio o de la instalación es proporcionado como una cortesía y no es parte de la solicitud o del aviso. Para la ubicación exacta, consulte la solicitud.

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-95.01749,29.776175&level=18>

AVISO DE IDIOMA ALTERNATIVO. El aviso de idioma alternativo en español está disponible en <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

AVISO ADICIONAL. El Director Ejecutivo de la TCEQ ha determinado que la solicitud es administrativamente completa y conducirá una revisión técnica de la solicitud. Después de completar la revisión técnica, el Director Ejecutivo puede preparar un borrador del permiso y emitirá una Decisión Preliminar sobre la solicitud. **El aviso de la solicitud y la decisión preliminar serán publicados y enviado a los que están en la lista de correo de las personas a lo largo del condado que desean recibir los avisos y los que están en la lista de correo que desean recibir avisos de esta solicitud. El aviso dará la fecha límite para someter comentarios públicos.**

COMENTARIO PUBLICO / REUNION PUBLICA. Usted puede presentar comentarios públicos

o pedir una reunión pública sobre esta solicitud. El propósito de una reunión pública es dar la oportunidad de presentar comentarios o hacer preguntas acerca de la solicitud. La TCEQ realiza una reunión pública si el Director Ejecutivo determina que hay un grado de interés público suficiente en la solicitud o si un legislador local lo pide. Una reunión pública no es una audiencia administrativa de lo contencioso.

OPORTUNIDAD DE UNA AUDIENCIA ADMINISTRATIVA DE LO CONTENCIOSO. Después del plazo para presentar comentarios públicos, el Director Ejecutivo considerará todos los comentarios apropiados y preparará una respuesta a todo los comentarios públicos esenciales, pertinentes, o significativos. **A menos que la solicitud haya sido referida directamente a una audiencia administrativa de lo contencioso, la respuesta a los comentarios y la decisión del Director Ejecutivo sobre la solicitud serán enviados por correo a todos los que presentaron un comentario público y a las personas que están en la lista para recibir avisos sobre esta solicitud. Si se reciben comentarios, el aviso también proveerá instrucciones para pedir una reconsideración de la decisión del Director Ejecutivo y para pedir una audiencia administrativa de lo contencioso.** Una audiencia administrativa de lo contencioso es un procedimiento legal similar a un procedimiento legal civil en un tribunal de distrito del estado.

PARA SOLICITAR UNA AUDIENCIA DE CASO IMPUGNADO, USTED DEBE INCLUIR EN SU SOLICITUD LOS SIGUIENTES DATOS: su nombre, dirección, y número de teléfono; el nombre del solicitante y número del permiso; la ubicación y distancia de su propiedad/actividad con respecto a la instalación; una descripción específica de la forma cómo usted sería afectado adversamente por el sitio de una manera no común al público en general; una lista de todas las cuestiones de hecho en disputa que usted presente durante el período de comentarios; y la declaración "[Yo/nosotros] solicito/solicitamos una audiencia de caso impugnado". Si presenta la petición para una audiencia de caso impugnado de parte de un grupo o asociación, debe identificar una persona que representa al grupo para recibir correspondencia en el futuro; identificar el nombre y la dirección de un miembro del grupo que sería afectado adversamente por la planta o la actividad propuesta; proveer la información indicada anteriormente con respecto a la ubicación del miembro afectado y su distancia de la planta o actividad propuesta; explicar cómo y porqué el miembro sería afectado; y explicar cómo los intereses que el grupo desea proteger son pertinentes al propósito del grupo.

Después del cierre de todos los períodos de comentarios y de petición que aplican, el Director Ejecutivo enviará la solicitud y cualquier petición para reconsideración o para una audiencia de caso impugnado a los Comisionados de la TCEQ para su consideración durante una reunión programada de la Comisión.

La Comisión sólo puede conceder una solicitud de una audiencia de caso impugnado sobre los temas que el solicitante haya presentado en sus comentarios oportunos que no fueron retirados posteriormente. **Si se concede una audiencia, el tema de la audiencia estará limitado a cuestiones de hecho en disputa o cuestiones mixtas de hecho y de derecho relacionadas a intereses pertinentes y materiales de calidad del agua que se hayan presentado durante el período de comentarios.** Si ciertos criterios se cumplen, la TCEQ puede actuar sobre una solicitud para renovar un permiso sin proveer una oportunidad de una audiencia administrativa de lo contencioso.

LISTA DE CORREO. Si somete comentarios públicos, un pedido para una audiencia administrativa de lo contencioso o una reconsideración de la decisión del Director Ejecutivo, la Oficina del Secretario Principal enviará por correo los avisos públicos en relación con la solicitud. Además, puede pedir que la TCEQ ponga su nombre en una o más de las listas correos siguientes (1) la lista de correo permanente para recibir los avisos del solicitante indicado por nombre y número del permiso específico y/o (2) la lista de correo de todas las solicitudes en un condado específico. Si desea que se agregue su nombre en una de las listas designe cual lista(s) y envía por correo su pedido a la Oficina del Secretario Principal de la TCEQ.

INFORMACIÓN DISPONIBLE EN LÍNEA. Para detalles sobre el estado de la solicitud, favor de visitar la Base de Datos Integrada de los Comisionados en www.tceq.texas.gov/goto/cid. Para buscar en la base de datos, utilizar el número de permiso para esta solicitud que aparece en la parte superior de este aviso.

CONTACTOS E INFORMACIÓN A LA AGENCIA. Todos los comentarios públicos y solicitudes deben ser presentadas electrónicamente vía <http://www14.tceq.texas.gov/epic/eComment/> o por escrito dirigidos a la Comisión de Texas de Calidad Ambiental, Oficial de la Secretaría (Office of Chief Clerk), MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Tenga en cuenta que cualquier información personal que usted proporcione, incluyendo su nombre, número de teléfono, dirección de correo electrónico y dirección física pasarán a formar parte del registro público de la Agencia. Para obtener más información acerca de esta solicitud de permiso o el proceso de permisos, llame al programa de educación pública de la TCEQ, gratis, al 1-800-687-4040. Si desea información en Español, puede llamar al 1-800-687-4040.

También se puede obtener información adicional del General Polymer Services, LLC a la dirección indicada arriba o llamando a Sr. Davide Danese, Presidente al 281-424-4673.

Fecha de emisión: May 28, 2025



Weston Solutions, Inc.
5301 Southwest Parkway, Suite 450
Austin, TX 78735
512-651-7100
WestonSolutions.com



5 May 2025

Executive Director
Application Review and Processing Team MC-148
Texas Commission on Environmental Quality
12100 Park 35 Circle
Austin, Texas 78753

Via Email: wqdecopy@tceq.texas.gov

**RE: Transmittal of Texas Pollutant Discharge Elimination System
Permit Renewal Application WQ0005211000
RN 109423368 Decker North Polymer Facility
CN 605233907 General Polymer Services, LLC**

Dear Sir or Madam:

Weston Solutions, Inc. (WESTON®) is pleased to submit this Texas Pollutant Discharge Elimination System (TPDES) permit renewal application for the above-referenced facility on behalf of General Polymer Services, LLC. One original copy of the application will be transmitted separately to the address above.

Payment for the permit application fee has been made via Texas Commission on Environmental Quality (TCEQ) ePay; documentation is included in the application.

Please contact me at 512-651-7104 or at nancy.koch@westonsolutions.com should you have any questions regarding this application.

Very truly yours,
Weston Solutions, Inc.

Nancy L. Koch, P.E.
Project Manager

cc: Davide Danese, General Polymer Services, LLC

Attachment: WQ0005211000 TPDES Permit Renewal Application

Trust. Performance. People.

Act with Integrity • Live Safely • Advance Client Success • Deliver Exceptional Quality • Be Inclusive • Create a Better World; Be the Change



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

INDUSTRIAL WASTEWATER PERMIT APPLICATION CHECKLIST

Complete and submit this checklist with the industrial wastewater permit application.

APPLICANT NAME: General Polymer Services, LLC

PERMIT NUMBER (If new, leave blank): WQ0005211000

Indicate if each of the following items is included in your application.

	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 type="checkbox"/>	<input checked="" type="checkbox"/>	Worksheet 9.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SPIF	<input checked="" type="checkbox"/>	<input type="checkbox"/> F	Worksheet 10.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Core Data Form	<input checked="" type="checkbox"/>	<input type="checkbox"/> B	Worksheet 11.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Public Involvement Plan Form	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Worksheet 11.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Plain Language Summary	<input checked="" type="checkbox"/>	<input type="checkbox"/> C	Worksheet 11.2	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Technical Report 1.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Worksheet 11.3	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Worksheet 1.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Original USGS Map	<input checked="" type="checkbox"/>	<input type="checkbox"/> E
Worksheet 2.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Affected Landowners Map	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Worksheet 3.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Landowner Disk or Labels	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Worksheet 3.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Flow Diagram	<input checked="" type="checkbox"/>	<input type="checkbox"/> I
Worksheet 3.2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Site Drawing	<input checked="" type="checkbox"/>	<input type="checkbox"/> H
Worksheet 3.3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Original Photographs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Worksheet 4.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Design Calculations	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Worksheet 4.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Solids Management Plan	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Worksheet 5.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water Balance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worksheet 6.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Worksheet 7.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>			

For TCEQ Use Only

Segment Number _____ County _____
Expiration Date _____ Region _____
Permit Number _____



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

INDUSTRIAL WASTEWATER PERMIT APPLICATION

ADMINISTRATIVE REPORT 1.0

This report is required for all applications for TPDES permits and TLAPs, except applications for oil and gas extraction operations subject to 40 CFR Part 435. Contact the Applications Review and Processing Team at 512-239-4671 with any questions about completing this report.

Applications for oil and gas extraction operations subject to 40 CFR Part 435 must use the Oil and Gas Exploration and Production Administrative Report ([TCEQ Form-20893 and 20893-inst¹](#)).

Item 1. Application Information and Fees (Instructions, Page 26)

- a. Complete each field with the requested information, if applicable.

Applicant Name: General Polymer Services, LLC

Permit No.: WQ0005211000

EPA ID No.: TX0137359

Expiration Date: 6 November 2025

- b. Check the box next to the appropriate authorization type.

☒ Industrial Wastewater (wastewater and stormwater)

☐ Industrial Stormwater (stormwater only)

- c. Check the box next to the appropriate facility status.

☒ Active

☐ Inactive

- d. Check the box next to the appropriate permit type.

☒ TPDES Permit

☐ TLAP

☐ TPDES with TLAP component

- e. Check the box next to the appropriate application type.

☐ New

☐ Renewal with changes

☒ Renewal without changes

☐ Major amendment with renewal

☐ Major amendment without renewal

☐ Minor amendment without renewal

☐ Minor modification without renewal

- f. If applying for an amendment or modification, describe the request: Click to enter text.

For TCEQ Use Only

Segment Number _____ County _____

Expiration Date _____ Region _____

Permit Number _____

¹ https://www.tceq.texas.gov/publications/search_forms.html

g. Application Fee

EPA Classification	New	Major Amend. (with or without renewal)	Renewal (with or without changes)	Minor Amend. / Minor Mod. (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 ²	<input type="checkbox"/> \$2,050	<input type="checkbox"/> \$2,015	<input type="checkbox"/> \$450

h. Payment Information

Mailed

Check or money order No.: [Click to enter text.](#)

Check or money order amt.: [Click to enter text.](#)

Named printed on check or money order: [Click to enter text.](#)

Epay

Voucher number: 763382 and 763383

Copy of voucher attachment: A

Item 2. Applicant Information (Instructions, Pages 26)

a. Customer Number, if applicant is an existing customer: CN605233907

Note: Locate the customer number using the [TCEQ's Central Registry Customer Search](#)³.

b. Legal name of the entity (applicant) applying for this permit: General Polymer Services, LLC

Note: The owner of the facility must apply for the permit. The legal name must be spelled exactly as filed with the TX SOS, Texas Comptroller of Public Accounts, County, or in the legal documents forming the entity.

c. Name and title of the person signing the application. (**Note:** The person must be an executive official that meets signatory requirements in 30 TAC § 305.44.)

Prefix: Mr. Full Name (Last/First Name): Danese/Davide

Title: President

Credential: [Click to enter text.](#)

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

☒ Yes ☐ No

² All facilities are designated as minors until formally classified as a major by EPA.

³ <https://www15.tceq.texas.gov/crpub/index.cfm?fuseaction=cust.CustSearch>

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

Item 3. Co-applicant Information (Instructions, Page 27)

☒ Check this box if there is no co-applicant.; otherwise, complete the below questions.

a. Legal name of the entity (co-applicant) applying for this permit: [Click to enter text.](#)

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

b. Customer Number (if applicant is an existing customer): [CNClick to enter text.](#)

Note: Locate the customer number using the TCEQ's Central Registry Customer Search.

c. Name and title of the person signing the application. (**Note:** The person must be an executive official that meets signatory requirements in 30 TAC § 305.44.)

Prefix: [Click to enter text.](#)

Full Name (Last/First Name): [Click to enter text.](#)

Title: [Click to enter text.](#)

Credential: [Click to enter text.](#)

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

☐ Yes ☐ No

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

Item 4. Core Data Form (Instructions, Pages 27)

a. Complete one Core Data Form (TCEQ Form 10400) for each customer (applicant and co-applicant(s)) 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: **B**

Item 5. Application Contact Information (Instructions, Page 27)

Provide names of two individuals who can be contact for additional information about this application. Indicate if the individual can be contact about administrative or technical information, or both.

a. ☒ Administrative Contact . ☒ Technical Contact

Prefix: Ms. Full Name (Last/First Name): Koch/Nancy

Title: Project Manager Credential: P.E.

Organization Name: Weston Solutions, Inc.

Mailing Address: 5301 Southwest Parkway, Suite 450 City/State/Zip: Austin, TX 78735

Phone No: 512-651-7104 Email: nancy.koch@westonsolutions.com

b. ☒ Administrative Contact ☐ Technical Contact

Prefix: [Click to enter text.](#) Full Name (Last/First Name): Danese/Davide

Title: President Credential: [Click to enter text.](#)

Organization Name: General Polymer Services, LLC

Mailing Address: 4724 Decker Drive City/State/Zip: Baytown, TX 77520

Phone No: 281-424-4673 Email: davide@generalpolymers.net

Attachment: Click to enter text.

Item 6. Permit Contact Information (Instructions, Page 28)

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

- a. Prefix: Mr. Full Name (Last/First Name): Danese/Davide
Title: President Credential: Click to enter text.
Organization Name: General Polymer Services, LLC
Mailing Address: 4724 Decker Drive City/State/Zip: Baytown, TX 77520
Phone No: 281-424-4673 Email: davide@generalpolymers.net
- b. Prefix: Click to enter text. Full Name (Last/First Name): Click to enter text.
Title: Click to enter text. Credential: Click to enter text.
Organization Name: Click to enter text.
Mailing Address: Click to enter text. City/State/Zip: Click to enter text.
Phone No: Click to enter text. Email: Click to enter text.
Attachment: Click to enter text.

Item 7. Billing Contact Information (Instructions, Page 28)

The permittee is responsible for paying the annual fee. The annual fee will be assessed for 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.

Prefix: Mr. Full Name (Last/First Name): Danese/Davide
Title: President Credential: Click to enter text.
Organization Name: General Polymer Services, LLC
Mailing Address: 4724 Decker Drive City/State/Zip: Baytown, TX 77520
Phone No: 281-424-4673 Email: davide@generalpolymers.net

Item 8. DMR/MER Contact Information (Instructions, Page 28)

Provide the name and mailing address of the person delegated to receive and submit DMRs or MERs. **Note:** DMR data must be submitted through the NetDMR system. An electronic reporting account can be established once the facility has obtained the permit number.

Prefix: Mr. Full Name (Last/First Name): Danese/Davide
Title: President Credential: Click to enter text.
Organization Name: General Polymer Services, LLC
Mailing Address: 4724 Decker Drive City/State/Zip: Baytown, TX 77520
Phone No: 281-424-4673 Email: davide@generalpolymers.net

Item 9. Notice Information (Instructions, Pages 28)

a. Individual Publishing the Notices

Prefix: Ms. Full Name (Last/First Name): Koch/Nancy

Title: Project Manager Credential: P.E.

Organization Name: Weston Solutions, Inc.

Mailing Address: 5301 Southwest Parkway, Suite 450 City/State/Zip: Austin, TX 78735

Phone No: 512-651-7104 Email: nancy.koch@westonsolutions.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: nancy.koch@westonsolutions.com

☐ Fax: Click to enter text.

☐ Regular Mail (USPS)

Mailing Address: Click to enter text.

City/State/Zip Code: Click to enter text.

c. Contact in the Notice

Prefix: Mr. Full Name (Last/First Name): Danese/Davide

Title: President Credential: Click to enter text.

Organization Name: General Polymer Services, LLC

Phone No: 281-424-4673 Email: davide@generalpolymers.net

d. Public Viewing Location Information

Note: 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, minor amendment or minor modification, and renewal 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.

Call the bilingual/ESL coordinator at the nearest elementary and middle schools and obtain the following information to determine if an alternative language notice(s) is 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 ☒ N/A

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

- f. Plain Language Summary Template – Complete the Plain Language Summary (TCEQ Form 20972) and include as an attachment. Attachment: C

- g. Complete one Public Involvement Plan (PIP) Form (TCEQ Form 20960) for each application for a new permit or major amendment and include as an attachment. Attachment: Not applicable

Item 10. Regulated Entity and Permitted Site Information (Instructions Page 29)

- a. TCEQ issued Regulated Entity Number (RN), if available: RN109423368

Note: If your business site 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 to determine the RN or to see if the larger site may already be registered as a Regulated Entity. If the site is found, provide the assigned RN.

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

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

☒ Yes ☐ No ☐ N/A (new permit)

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

- d. Owner of treatment facility:

Prefix: Click to enter text. Full Name (Last/First Name): Click to enter text.

or Organization Name: General Polymer Services, LLC

Mailing Address: 4724 Decker Drive

City/State/Zip: Baytown, TX 77520

Phone No: 281-424-4673

Email: davide@generalpolymers.net

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

f. Owner of land where treatment facility is or will be: [Click to enter text.](#)

Prefix: [Click to enter text.](#) Full Name (Last/First Name): [Click to enter text.](#)

or Organization Name: [Sealfra, LLC](#)

Mailing Address: [4705 Decker Drive](#)

City/State/Zip: [Baytown, TX 77520](#)

Phone No: [281-424-4673](#)

Email: [davide@generalpolymers.net](#)

Note: If not the same as the facility owner, attach a long-term lease agreement in effect for at least six years (In some cases, a lease may not suffice - see instructions). Attachment: **D**

g. Owner of effluent TLAP disposal site (if applicable): [Not Applicable](#)

Prefix: [Click to enter text.](#) Full Name (Last/First Name): [Click to enter text.](#)

or Organization Name: [Click to enter text.](#)

Mailing Address: [Click to enter text.](#)

City/State/Zip: [Click to enter text.](#)

Phone No: [Click to enter text.](#)

Email: [Click to enter text.](#)

Note: If not the same as the facility owner, attach a long-term lease agreement in effect for at least six years. Attachment: [Click to enter text.](#)

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

Prefix: [Click to enter text.](#) Full Name (Last/First Name): [Click to enter text.](#)

or Organization Name: [Click to enter text.](#)

Mailing Address: [Click to enter text.](#)

City/State/Zip: [Click to enter text.](#)

Phone No: [Click to enter text.](#)

Email: [Click to enter text.](#)

Note: If not the same as the facility owner, attach a long-term lease agreement in effect for at least six years. Attachment: [Click to enter text.](#)

Item 11. TDPES Discharge/TLAP Disposal Information (Instructions, Page 31)

a. Is the facility located on or does the treated effluent cross Native American 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.

☒ One-mile radius

☒ Three-miles downstream information

☒ Applicant's property boundaries

☒ Treatment facility boundaries

☒ Labeled point(s) of discharge

☒ Highlighted discharge route(s)

☐ Effluent disposal site boundaries

☐ All wastewater ponds

☐ Sewage sludge disposal site

☐ New and future construction

Attachment: **E**

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

☐ Yes ☒ No or New Permit

If no, or a new application, provide an accurate location description: Not Applicable

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

☒ Yes ☐ No or New Permit

If no, or a new application, provide an accurate location description: Click to enter text.

- e. Are the discharge route(s) in the existing permit correct?

☒ Yes ☐ No or New Permit

If no, or a new permit, provide an accurate description of the discharge route: Click to enter text.

- f. City nearest the outfall(s): Baytown

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

- h. 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, attach copies of letters that show proof of contact and provide the approval letter upon receipt. Attachment: Click to enter text.

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: Click to enter text.

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

☐ Yes No or New Permit ☒ Not Applicable

If no, or a new application, provide an accurate location description: Click to enter text.

- j. City nearest the disposal site: Baytown

- k. County in which the disposal site is located: Harris

- l. For TLAPs, describe how effluent is/will be routed from the treatment facility to the disposal site: Not Applicable

- m. For TLAPs, identify the nearest watercourse to the disposal site to which rainfall runoff might flow if not contained: Not Applicable

Item 12. Miscellaneous Information (Instructions, Page 33)

- 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: [Click to enter text.](#)

- b. Do you owe any fees to the TCEQ?

☐ Yes ☒ No

If yes, provide the following information:

Account no.: [Click to enter text.](#)

Total amount due: [Click to enter text.](#)

- c. Do you owe any penalties to the TCEQ?

☐ Yes ☒ No

If yes, provide the following information:

Enforcement order no.: [Click to enter text.](#)

Amount due: [Click to enter text.](#)

Item 13. Signature Page (Instructions, Page 33)

Permit No: WQ0005211000

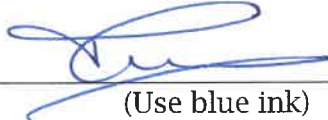
Applicant Name: General Polymer Services, LLC

Certification: I, Davide Danese, 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

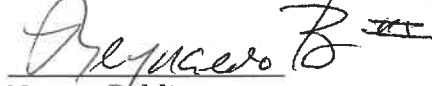
Signatory title: President

Signature: 
(Use blue ink)

Date: 4-29-25

Subscribed and Sworn to before me by the said Davide Danese
on this 29 day of April, 2025.

My commission expires on the 23 day of August, 2027.


Notary Public

Harris
County, Texas



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

INDUSTRIAL WASTEWATER PERMIT APPLICATION

SUPPLEMENTAL PERMIT INFORMATION FORM (SPIF)

This form applies to TPDES permit applications only. Complete and attach the Supplemental Permit information Form (SPIF) (TCEQ Form 20971).

Attachment: F



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

INDUSTRIAL WASTEWATER PERMIT APPLICATION TECHNICAL REPORT 1.0

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, please refer to the [Instructions for Completing the Industrial Wastewater Permit Application](https://www.tceq.texas.gov/permitting/wastewater/industrial/TPDES_industrial_wastewater_steps.html)¹ available on the TCEQ website. Please contact the Industrial Permits Team at 512-239-4671 with any questions about this form.

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.

Item 1. Facility/Site Information (Instructions, Page 39)

- 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 facility. Polyethylene and/or polypropylene are mixed with additives and fillers, melted, and extruded to form a polyolefin compound. SIC 3087. NAICS 325991.

- 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: [Click to enter text.](#)

- 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: H

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

☐ Yes ☒ No

If **yes**, provide background discussion: [Click to enter text.](#)

- 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: [Click to enter text.](#)

Attachment: [Click to enter text.](#)

- 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: [Click to enter text.](#)

If **no**, provide an approximate date of application submittal to the USACE: [Click to enter text.](#)

Item 2. Treatment System (Instructions, Page 40)

- 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 of process water is limited to physical separation of the product from the cooling/finishing water through use of a hydrosieve. For stormwater associated with industrial activity, a retention pond is used for containment, which discharges to Outfall 002 in the event of an overflow. See Attachment I for additional information on the hydrosieve treatment system.

- 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: J

Item 3. Impoundments (Instructions, Page 40)

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 40-42, 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. Attach additional copies of the Impoundment Information table, if needed.

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 #	Pond #	Pond #	Pond #
Use Designation: (T) (D) (C) or (E)	C			
Associated Outfall Number	002			
Liner Type (C) (I) (S) or (A)	None - Impoundment is for stormwater only, liner not required			
Alt. Liner Attachment Reference	N/A			
Leak Detection System, Y/N	N			
Groundwater Monitoring Wells, Y/N	N			
Groundwater Monitoring Data Attachment	N/A			
Pond Bottom Located Above The Seasonal High-Water Table, Y/N	Y			
Length (ft)	220'x186'x283' Triangle			
Width (ft)	N/A - see above			

Parameter	Pond #	Pond #	Pond #	Pond #
Max Depth From Water Surface (ft), Not Including Freeboard	7.25			
Freeboard (ft)	5.5			
Surface Area (acres)	0.47			
Storage Capacity (gallons)	1.6 MG			
40 CFR Part 257, Subpart D, Y/N	N			
Date of Construction	2016			

Attachment: [Click to enter text.](#)

The following information (**Items 3.b – 3.e**) is required only for **new or proposed** impoundments.

- 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**.

1. Liner data

☐ Yes ☐ No ☐ Not yet designed

2. Leak detection system or groundwater monitoring data

☐ Yes ☐ No ☐ Not yet designed

3. Groundwater impacts

☐ Yes ☐ No ☐ Not yet designed

NOTE: Item b.3 is required if the bottom of the pond is not above the seasonal high-water table in the shallowest water-bearing zone.

Attachment: [Click to enter text.](#)

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: Not applicable

- 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: Not applicable

- 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: Not applicable

Item 4. Outfall/Disposal Method Information (Instructions, Page 42)

Complete the following tables to describe the location and wastewater discharge or disposal operations for each outfall for discharge, 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 Longitude and Latitude

Outfall No.	Latitude (Decimal Degrees)	Longitude (Decimal Degrees)
001	29.776983	-95.016908
002	29.776886	-95.018083

Outfall Location Description

Outfall No.	Location Description
001	At the northeast corner of the property
002	At the discharge of the stormwater impoundment

Description of Sampling Point(s) (if different from Outfall location)

Outfall No.	Description of sampling point
001	Outlet of holding tank
002	At the discharge of the stormwater impoundment

Outfall Flow Information - Permitted and Proposed

Outfall No.	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	Same	Same	
002	Report	Report	Same	Same	

Outfall Discharge – Method and Measurement

Outfall No.	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 No.	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	Y	N	8	31	12
002	Y	N	N	N/A	N/A	N/A

Outfall Wastestream Contributions**Outfall No. 001**

Contributing Wastestream	Volume (MGD)	Percent (%) of Total Flow
Cooling/Finishing Water	0.005	100

Outfall No. 002

Contributing Wastestream	Volume (MGD)	Percent (%) of Total Flow
Stormwater	Intermittent Low Volume	100

Contributing Wastestream	Volume (MGD)	Percent (%) of Total Flow

Outfall No. [Click to enter text.](#)

Contributing Wastestream	Volume (MGD)	Percent (%) of Total Flow

Attachment: [Click to enter text.](#)

Item 5. Blowdown and Once-Through Cooling Water Discharges (Instructions, Page 43)

a. Indicate if the facility currently or proposes to:

- ☐ Yes ☒ No Use cooling towers that discharge blowdown or other wastestreams
☐ Yes ☒ No Use boilers that discharge blowdown or other wastestreams
☐ Yes ☒ No Discharge once-through cooling water

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

b. If **yes** to any of the above, attach an 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.

In addition to each SDS, attach a summary of the above information for each specific wastestream and the associated chemical additives. Specify which outfalls are affected.

Attachment: [Click to enter text.](#)

c. Cooling Towers and Boilers

If the facility currently or proposes to use cooling towers or boilers that discharge blowdown or other wastestreams to the outfall(s), complete the following table.

Cooling Towers and Boilers

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

Item 6. Stormwater Management (Instructions, Page 44)

Will any existing/proposed outfalls 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 a manner which may result in exposure of the activities or materials to stormwater: [Click to enter text.](#)

Item 7. Domestic Sewage, Sewage Sludge, and Septage Management and Disposal (Instructions, Page 44)

Domestic Sewage - Waste and wastewater from humans or household operations that is discharged to a wastewater collection system or otherwise enters a treatment works.

- 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 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: [Click to enter text.](#)
- 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

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

Item 8. Improvements or Compliance/Enforcement Requirements (Instructions, Page 45)

- 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: [Click to enter text.](#)

Item 9. Toxicity Testing (Instructions, Page 45)

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: [Click to enter text.](#)

Additionally, attach a copy of all tests performed which **have not** been submitted to the TCEQ or EPA. **Attachment:** [Click to enter text.](#)

Item 10. Off-Site/Third Party Wastes (Instructions, Page 45)

- 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 **yes**, provide responses to Items 10.b through 10.d below.

If **no**, proceed to Item 11.

- 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: [Click to enter text.](#)

- 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: [Click to enter text.](#)

- 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.

Item 11. Radioactive Materials (Instructions, Page 46)

- 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 Name	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 Name	Concentration (pCi/L)

Item 12. Cooling Water (Instructions, Page 46)

- 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

1. 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	1			
Owner	Baytown Area Water Authority			
Operator	Baytown Area Water Authority			

2. 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: PWS No. 1011742

3. Cooling water is/will be obtained from a reclaimed water source?

☐ Yes ☐ No

If **no**, continue. If **yes**, provide the Reuse Authorization No. and stop here: [Click to enter text.](#)

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

☐ Yes ☐ No

If **no**, proceed to Item 12.d. If **yes**, provide the actual intake flow of the Independent Supplier's CWIS that is/will be used to provide water for cooling purposes and proceed: [Click to enter text.](#)

d. 316(b) General Criteria

1. The CWIS(s) used to provide water for cooling purposes to the facility has or will have a cumulative design intake flow of 2 MGD or greater.

☐ Yes ☐ No

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

☐ Yes ☐ No

3. The CWIS(s) withdraw(s)/propose(s) 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: [Click to enter text.](#)

If **yes** to all three questions in Item 12.d, the facility **meets** the minimum criteria to be subject to the full requirements of Section 316(b) of the CWA. 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 Section 316(b) of the CWA; however, a determination is required based upon BPJ. Proceed to **Item 12.e**.

- e. The facility does not meet the minimum requirements to be subject to the fill requirements of Section 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.1-3 and 6, 2.b.1, and 3.a to allow for a determination based upon BPJ.

- f. Oil and Gas Exploration and Production

1. The facility is subject to requirements at 40 CFR Part 435, Subparts A or D.

☐ Yes ☐ No

If **yes**, continue. If **no**, skip to Item 12.g.

2. The facility is an existing facility as defined at 40 CFR § 125.92(k) or a new unit at an existing facility as defined at 40 CFR § 125.92(u).

☐ Yes ☐ No

If **yes**, complete Worksheet 11.0, Items 1.a, 1.b.1-3 and 6, 2.b.1, and 3.a to allow for a determination based upon BPJ. If **no**, skip to Item 12.g.3.

- g. Compliance Phase and Track Selection

1. Phase I – New facility subject to 40 CFR Part 125, Subpart I

☐ Yes ☐ No

If **yes**, check the box next to the 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: [Click to enter text.](#)

2. Phase II – Existing facility subject to 40 CFR Part 125, Subpart J

☐ Yes ☐ No

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

3. Phase III – New facility subject to 40 CFR Part 125, Subpart N

☐ Yes ☐ No

If **yes**, check the box next to the compliance track selection and provide the requested information.

☐ Track I - Fixed facility

- Attach information required by 40 CFR § 125.136(b) and complete Worksheet 11.0, Items 2 and 3, and Worksheet 11.2.

☐ Track I - Not a fixed facility

- Attach information required by 40 CFR § 125.136(b) and complete Worksheet 11.0, Item 2 (except CWIS latitude/longitude under Item 2.a).

☐ Track II - Fixed facility

- Attach information required by 40 CFR § 125.136(c) and complete Worksheet 11.0, Items 2 and 3.

Attachment: [Click to enter text.](#)

Item 13. Permit Change Requests (Instructions, Page 48)

This item is only applicable to existing permitted facilities.

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.

[Click to enter text.](#)

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

☐ Yes ☒ No

If **yes**, list and describe each change individually.

Click to enter text.

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

☐ Yes ☒ No

If **yes**, list and describe each change individually.

Click to enter text.

Item 14. Laboratory Accreditation (Instructions, Page 49)

All laboratory tests performed must meet the requirements of *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification*, which includes the following general exemptions from National Environmental Laboratory Accreditation Program (NELAP) certification requirements:

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

The applicant should review *30 TAC Chapter 25* for specific requirements.

The following certification statement shall be signed and submitted with every application. See the *Signature Page* section in the Instructions, for a list of designated representatives who may sign the certification.

CERTIFICATION:

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

Printed Name: Davide Danise

Title: President

Signature: _____

Date: 4-29-25

INDUSTRIAL WASTEWATER PERMIT APPLICATION

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).

Item 1. Categorical Industries (Instructions, Page 53)

Is this facility subject to any 40 CFR categorical ELGs outlined on page 53 of the instructions?

☒ Yes ☐ No

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

40 CFR Effluent Guideline

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

Item 2. Production/Process Data (Instructions, Page 54)

NOTE: For all TPDES permit applications requesting individual permit coverage for discharges of oil and gas exploration and production wastewater (discharges into or adjacent to water in the state, falling under the Oil and Gas Extraction Effluent Guidelines – 40 CFR Part 435), see Worksheet 12.0, Item 2 instead.

a. Production Data

Provide 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	Production based limits do not apply		
C – Finishing Water	Production based limits do not apply		

Subcategory	Actual Quantity/Day	Design Quantity/Day	Units

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*.

Percentage of Total Production

Subcategory	Percent of Total Production	Appendix A and B - Metals	Appendix A - Cyanide
N/A			

c. Refineries (40 CFR Part 419)

Provide the applicable subcategory and a brief justification.

N/A

Item 3. Process/Non-Process Wastewater Flows (Instructions, Page 54)

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 is process wastewater.

Item 4. New Source Determination (Instructions, Page 54)

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

INDUSTRIAL WASTEWATER PERMIT APPLICATION

WORKSHEET 2.0: POLLUTANT ANALYSIS

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.

Item 1. General Testing Requirements (Instructions, Page 55)

- 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): 03/14/2025-04/03/2025
- ☒ Check the box to confirm all samples were collected no more than 12 months prior to the date of application submittal.
- 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: K

Item 2. Specific Testing Requirements (Instructions, Page 56)

Attach correspondence from TCEQ approving submittal of less than the required number of samples, if applicable. **Attachment:** [Click to enter text.](#)

TABLE 1 and TABLE 2 (Instructions, Page 58)

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)	4.53	17.0	12.3	9.30
CBOD (5-day)	5.90	13.4	7.95	7.47
Chemical oxygen demand	22.0	51.0	42.0	43.0
Total organic carbon	6.80	18.1	11.0	13.8
Dissolved oxygen	7.0	9.0	9.0	5.0
Ammonia nitrogen	0.56	0.37	0.09	0.32
Total suspended solids	< 4.00	4.78	4.67	37.0
Nitrate nitrogen	0.85	0.46	< 0.10	< 0.10
Total organic nitrogen	1.60	< 0.50	1.00	0.78
Total phosphorus	0.17	0.30	0.19	0.22
Oil and grease	< 2.00	3.83	< 2.00	< 2.00
Total residual chlorine	0.20	0.10	0.20	< 0.10

Pollutant	Sample 1 (mg/L)	Sample 2 (mg/L)	Sample 3 (mg/L)	Sample 4 (mg/L)
Total dissolved solids	268	272	330	308
Sulfate	43.9	51.4	42.3	10.3
Chloride	54.0	61.5	47.5	13.1
Fluoride	0.60	0.39	0.50	0.19
Total alkalinity (mg/L as CaCO ₃)	85.2	94.4	91.7	64.3
Temperature (°F)	69.4	69.6	68.2	68.2
pH (standard units)	7.69	7.38	8.08	7.73

Table 2 for Outfall No.: **001**

Samples are (check one): ☐ Composite ☒ Grab

Pollutant	Sample 1 (µg/L)	Sample 2 (µg/L)	Sample 3 (µg/L)	Sample 4 (µg/L)	MAL (µg/L)
Aluminum, total	< 10	22.0	< 10	15.7	2.5
Antimony, total	< 5	< 5	< 5	< 5	5
Arsenic, total	< 2	< 2	< 2	< 2	0.5
Barium, total	213	228	96.9	203	3
Beryllium, total	< 5	< 5	< 5	< 5	0.5
Cadmium, total	< 2	< 2	< 2	< 2	1
Chromium, total	13.1	< 4	< 4	< 4	3
Chromium, hexavalent	N/A	< 4	< 4	< 4	3
Chromium, trivalent	< 4	4	< 4	< 4	N/A
Copper, total	5.63	22.5	11.3	11.7	2
Cyanide, available	N/A	2.78	2.11	< 2	2/10
Lead, total	< 2	< 2	< 2	< 2	0.5
Mercury, total	N/A	0.0027	0.0011	0.0019	0.005/0.0005
Nickel, total	3.38	7.51	3.02	2.70	2
Selenium, total	< 5	< 5	< 5	< 5	5
Silver, total	< 2	< 2	< 2	< 2	0.5
Thallium, total	< 2	< 2	< 2	< 2	0.5
Zinc, total	386	517	541	511	5.0

TABLE 3 (Instructions, Page 58)

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): ☐ Composite ☒ Grab

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

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)*
1,1-Dichloroethene [1,1-Dichloroethylene]	< 10	< 10			10
Dichloromethane [Methylene chloride]	< 20	< 20			20
1,2-Dichloropropane	< 10	< 10			10
1,3-Dichloropropene [1,3-Dichloropropylene]	< 10	< 10			10
2,4-Dimethylphenol	< 10	< 10			10
Di-n-Butyl phthalate	< 10	< 10			10
Ethylbenzene	< 10	< 10			10
Fluoride	596	< 500	504	< 500	500
Hexachlorobenzene	< 5	< 5			5
Hexachlorobutadiene	< 10	< 10			10
Hexachlorocyclopentadiene	< 10	< 10			10
Hexachloroethane	< 20	< 20			20
Methyl ethyl ketone	< 50	< 50			50
Nitrobenzene	< 10	< 10			10
N-Nitrosodiethylamine	< 20	< 20			20
N-Nitroso-di-n-butylamine	< 20	< 20			20
Nonylphenol	< 333	< 333			333
Pentachlorobenzene	< 20	< 20			20
Pentachlorophenol	< 5	< 5			5
Phenanthrene	< 10	< 10			10
Polychlorinated biphenyls (PCBs) (**)	< 0.2	< 0.2			0.2
Pyridine	< 20	< 20			20
1,2,4,5-Tetrachlorobenzene	< 20	< 20			20
1,1,2,2-Tetrachloroethane	< 10	< 10			10
Tetrachloroethene [Tetrachloroethylene]	< 10	< 10			10
Toluene	< 10	< 10			10
1,1,1-Trichloroethane	< 10	< 10			10
1,1,2-Trichloroethane	< 10	< 10			10
Trichloroethene [Trichloroethylene]	< 10	< 10			10

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)*
2,4,5-Trichlorophenol	< 50	< 50			50
TTHM (Total trihalomethanes)	< 10	< 10			10
Vinyl chloride	< 10	< 10			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 58-59)

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)

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

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)**

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

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.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

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 59)

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 that may contain pesticides or herbicides, check N/A.

☒ N/A

Table 5 for Outfall No.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

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 [Fenpropathrin]					—
Demeton					0.20
Diazinon					0.5/0.1
Dicofol [Kelthane]					1
Dieldrin					0.02
Diuron					0.090

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)*
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 59)

Completion of Table 6 is required for all external outfalls.

Table 6 for Outfall No.: **001**

Samples are (check one): ☐ Composite ☒ Grab

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 type="checkbox"/>	<input checked="" 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

TABLE 7 (Instructions, Page 60)

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"/> Oil and Gas Extraction - Subparts A, D, E, F, G, H	435	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<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 60)

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

Samples are (check one): ☐ Composite ☒ Grab

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

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)
1,1,1-Trichloroethane	< 10	< 10			10
1,1,2-Trichloroethane	< 10	< 10			10
Trichloroethylene [Trichloroethene]	< 10	< 10			10
Vinyl chloride	< 10	< 10			10

* Indicate units if different from µg/L.

Table 9 for Outfall No.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

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.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

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

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)
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
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

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)
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.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

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
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

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)
PCB 1260					0.2
PCB 1016					0.2
Toxaphene					0.3

* Indicate units if different from µg/L.

Attachment: [Click to enter text.](#)

TABLE 12 (DIOXINS/FURAN COMPOUNDS)

Complete of Table 12 **is required** for **external outfalls**, as directed below. (Instructions, Pages 59-60)

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).

- ☐ 2,4,5-trichlorophenoxy acetic acid (2,4,5-T) CASRN 93-76-5
- ☐ 2-(2,4,5-trichlorophenoxy) propanoic acid (Silvex, 2,4,5-TP) CASRN 93-72-1
- ☐ 2-(2,4,5-trichlorophenoxy) ethyl 2,2-dichloropropionate (Erbon) CASRN 136-25-4
- ☐ 0,0-dimethyl 0-(2,4,5-trichlorophenyl) phosphorothioate (Ronnell) CASRN 299-84-3
- ☐ 2,4,5-trichlorophenol (TCP) CASRN 95-95-4
- ☐ hexachlorophene (HCP) CASRN 70-30-4
- ☒ None of the above

Description: [Click to enter text.](#)

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: [Click to enter text.](#)

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

Table 12 for Outfall No.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

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

Compound	Toxicity Equivalent Factors	Wastewater Concentration (ppq)	Wastewater Toxicity Equivalents (ppq)	Sludge Concentration (ppt)	Sludge Toxicity Equivalents (ppt)	MAL (ppq)
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, Pages 60-61)

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

☐ Yes ☒ No

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 ☒ No

If **yes** to either Items a **or** b, complete Table 13 as instructed.

Table 13 for Outfall No.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

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

INDUSTRIAL WASTEWATER PERMIT APPLICATION

WORKSHEET 4.0: RECEIVING WATERS

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

Item 1. Domestic Drinking Water Supply (Instructions, Page 80)

- 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:

1. The legal name of the owner of the drinking water supply intake: [Click to enter text.](#)
2. The distance and direction from the outfall to the drinking water supply intake: [Click to enter text.](#)

- 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.

Item 2. Discharge Into Tidally Influenced Waters (Instructions, Page 80)

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: [Click to enter text.](#) 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: [Click to enter text.](#)

- 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: [Click to enter text.](#)

Item 3. Classified Segment (Instructions, Page 80)

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

☐ Yes ☒ No

If **yes**, stop here and do not 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.

Item 4. Description of Immediate Receiving Waters (Instructions, Page 80)

- a. Name of the immediate receiving waters: [Click to enter text.](#)
- b. Check the appropriate description of the immediate receiving waters:
- ☐ Lake or Pond
 - Surface area (acres): [Click to enter text.](#)
 - Average depth of the entire water body (feet): [Click to enter text.](#)
 - Average depth of water body within a 500-foot radius of the discharge point (feet): [Click to enter text.](#)
 - ☒ Man-Made Channel or Ditch
 - ☐ Stream or Creek
 - ☐ Freshwater Swamp or Marsh
 - ☐ Tidal Stream, Bayou, or Marsh
 - ☐ Open Bay
 - ☐ Other, specify:

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: [Click to enter text.](#)

- 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: Discharge flow is to Harris County Flood Control District ditches, to Goose Creek (segment 2426), an unclassified water body

- f. General observations of the water body during normal dry weather conditions: Shallow water roughly a foot wide and a few inches deep is present in the ditch.

Date and time of observation: 4/21/2025

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

☐ Yes ☒ No

If **yes**, describe how: Click to enter text.

Item 5. General Characteristics of Water Body (Instructions, Page 81)

- 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: <u>Click to enter text.</u>

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

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

- 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

INDUSTRIAL WASTEWATER PERMIT APPLICATION

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.

Item 1. Applicability (Instructions, Page 89)

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.

Item 2. Stormwater Coverage (Instructions, Page 89)

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	Authorization 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"/>

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

Item 3. Site Map (Instructions, Page 90)

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 above information was provided on the facility site map(s).

Attachment: H

Item 4. Facility/Site Information (Instructions, Page 90)

- 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): 12.3

Source: www.usclimatedata.com, NOAA Precipitation Frequency Data Server

- c. Attach an inventory, or list, of materials currently handled at the facility that may be exposed to precipitation. **Attachment:** Equipment and Parts may be exposed to precipitation, no chemical storage or raw materials are exposed to precipitation.
- 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:** Equipment storage.
- 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 pond retains stormwater on-site. Discharges from the facility are rare.

Item 5. Pollutant Analysis (Instructions, Page 91)

- 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): No discharge from pond for the prior 12 months
- 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 92 of the Instructions.

Table 17 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						—

** Flow-weighted composite sample

Attachment: [Click to enter text.](#)

Item 6. Storm Event Data (Instructions, Page 93)

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

Date of storm event: [No discharge from impoundment for the prior 12 months](#)

Duration of storm event (minutes): [Click to enter text.](#)

Total rainfall during storm event (inches): [Click to enter text.](#)

Number of hours the between beginning of the storm measured and the end of the previous measurable storm event (hours): [Click to enter text.](#)

Maximum flow rate during rain event (gallons/minute): [Click to enter text.](#)

Total stormwater flow from rain event (gallons): [Click to enter text.](#)

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

ATTACHMENT A

PAYMENT INFORMATION

Your transaction is complete. Thank you for using TCEQ ePay.

Note: It may take up to 3 working days for this electronic payment to be processed and be reflected in the TCEQ ePay system. Print this receipt and the vouchers for your records. An email receipt has also been sent.

Transaction Information

Trace Number: 582EA000664815

Date: 04/22/2025 10:22 AM

Payment Method: CC - Authorization 0000024426

ePay Actor: REYNALDO BARRERA

Actor Email: reynaldo@generalpolymers.net

IP: 50.201.80.34

TCEQ Amount: \$1,215.00

Texas.gov Price: \$1,242.59*

* This service is provided by Texas.gov, the official website of Texas. The price of this service includes funds that support the ongoing operations and enhancements of Texas.gov, which is provided by a third party in partnership with the State.

Payment Contact Information

Name: REYNALDO BARRERA

Company: GENERAL POLYMER SERVICES

Address: 4724 DECKER DRIVE, BAYTOWN, TX 77520

Phone: 281-424-4673

Cart Items

Click on the voucher number to see the voucher details.

Voucher	Fee Description	AR Number	Amount
763382	WW PERMIT - MINOR FACILITY SUBJECT TO 40 CFR 400-471 - RENEWAL		\$1,200.00
763383	30 TAC 305.53B WQ RENEWAL NOTIFICATION FEE		\$15.00
TCEQ Amount:			\$1,215.00

ePay AgainExit ePay

Note: It may take up to 3 working days for this electronic payment to be processed and be reflected in the TCEQ ePay system. Print this receipt for your records.

ATTACHMENT B

CORE DATA FORM



TCEQ Core Data Form

For detailed instructions on completing 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)	Follow this link to search for CN or RN numbers in Central Registry**	3. Regulated Entity Reference Number (if issued)
CN 605233907		RN 109423368

SECTION II: Customer Information

4. General Customer Information		5. Effective Date for Customer Information Updates (mm/dd/yyyy)		4/1/2025	
<input type="checkbox"/> New Customer <input checked="" 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)					
<i>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).</i>					
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		8. TX State Tax ID (11 digits)		9. Federal Tax ID (9 digits)	10. DUNS Number (if applicable)
801598330		32047995033		45-5296890	
11. Type of Customer:		<input checked="" type="checkbox"/> Corporation		<input type="checkbox"/> Individual	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"/> Local <input type="checkbox"/> State <input type="checkbox"/> Other		<input type="checkbox"/> Sole Proprietorship		<input type="checkbox"/> Other:	
12. Number of Employees				13. Independently Owned and Operated?	
<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				<input checked="" 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 type="checkbox"/> Owner & Operator <input type="checkbox"/> Other:					
<input type="checkbox"/> Occupational Licensee <input type="checkbox"/> Responsible Party <input type="checkbox"/> VCP/BSA Applicant					
15. Mailing Address:		5110 Decker Drive			
City		Baytown		State	TX
ZIP		77520		ZIP + 4	
16. Country Mailing Information (if outside USA)				17. E-Mail Address (if applicable)	
				davide@generalpolymers.net	
18. Telephone Number		19. Extension or Code		20. Fax Number (if applicable)	

SECTION III: Regulated Entity Information

21. General Regulated Entity Information <i>(If 'New Regulated Entity' is selected, a new permit application is also required.)</i>								
<input type="checkbox"/> New Regulated Entity <input type="checkbox"/> Update to Regulated Entity Name <input checked="" type="checkbox"/> Update to Regulated Entity Information								
<i>The Regulated Entity Name submitted may be updated, in order to meet TCEQ Core Data Standards (removal of organizational endings such as Inc, LP, or LLC).</i>								
22. Regulated Entity Name <i>(Enter name of the site where the regulated action is taking place.)</i>								
Decker North Polymer Facility								
23. Street Address of the Regulated Entity: <i>(No PO Boxes)</i>		4724 Decker Drive						
City	Baytown	State	TX	ZIP	77520	ZIP + 4		
24. County		Harris						

If no Street Address is provided, fields 25-28 are required.

25. Description to Physical Location:								
26. Nearest City				State		Nearest ZIP Code		
<i>Latitude/Longitude are required and may be added/updated to meet TCEQ Core Data Standards. (Geocoding of the Physical Address may be used to supply coordinates where none have been provided or to gain accuracy).</i>								
27. Latitude (N) In Decimal:		29.776175		28. Longitude (W) In Decimal:		-95.017491		
Degrees	Minutes	Seconds	Degrees	Minutes	Seconds			
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? <i>(Do not repeat the SIC or NAICS description.)</i>								
Polyolefin compounding plant.								
34. Mailing Address:		4724 Decker Drive						
City	Baytown	State	TX	ZIP	77520	ZIP + 4		
35. E-Mail Address:		davide@generalpolymers.net						
36. Telephone Number			37. Extension or Code			38. Fax Number <i>(if applicable)</i>		
(281) 424-4673			121			() -		

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"/> Wastewater	<input type="checkbox"/> Wastewater Agriculture	<input type="checkbox"/> Water Rights	<input type="checkbox"/> Other:
	WQ0005211000			

SECTION IV: Preparer Information

40. Name:	Nancy Koch			41. Title:	Project Manager
42. Telephone Number	43. Ext./Code	44. Fax Number	45. E-Mail Address		
(512) 651-7104		() -	nancy.koch@westonsolutions.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:	President
Name (In Print):	Davide Danese	Phone:	(281) 424- 4673
Signature:		Date:	4-29-25

ATTACHMENT C

PLAIN LANGUAGE SUMMARY



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SUMMARY OF APPLICATION IN PLAIN LANGUAGE FOR TPDES OR TLAP PERMIT APPLICATIONS

Summary of Application (in plain language) Template and Instructions for Texas Pollutant Discharge Elimination System (TPDES) and Texas Land Application (TLAP) Permit Applications

Applicants should use this template to develop a plain language summary of your facility and application as required by Title 30, Texas Administrative Code (30 TAC), Chapter 39, Subchapter H. You may modify the template as necessary to accurately describe your facility as long as the summary includes the following information: (1) the function of the proposed plant or facility; (2) the expected output of the proposed plant or facility; (3) the expected pollutants that may be emitted or discharged by the proposed plant or facility; and (4) how you will control those pollutants, so that the proposed plant will not have an adverse impact on human health or the environment.

Fill in the highlighted areas below to describe your facility and application in plain language. Instructions and examples are provided below. Make any other edits necessary to improve readability or grammar and to comply with the rule requirements. After filling in the information for your facility delete these instructions.

If you are subject to the alternative language notice requirements in 30 TAC Section 39.426, **you must provide a translated copy of the completed plain language summary in the appropriate alternative language as part of your application package.** For your convenience, a Spanish template has been provided below.

ENGLISH TEMPLATE FOR TPDES or TLAP NEW/RENEWAL/AMENDMENT APPLICATIONS INDUSTRIAL WASTEWATER/STORMWATER

The following summary is provided for this pending water quality permit application being reviewed by the Texas Commission on Environmental Quality as required by 30 TAC Chapter 39. The information provided in this summary may change during the technical review of the application and is not a federal enforceable representation of the permit application.

General Polymer Services, LLC (CN605233907) operates Decker North Polymer Facility (RN109423368), a polyolefin compounding facility, where polyethylene and/or polypropylene are mixed with additives and fillers, melted, and extruded to form a polyolefin compound. The facility is located at 4724 Decker Drive, in Baytown, Harris County, Texas 77520. General Polymers has applied to renew water quality permit WQ0005211000, which authorizes the discharge of industrial wastewater not to exceed a daily average of 5,000 gallons per day through Outfall 001, and intermittent discharges of stormwater through Outfall 002.

Discharges from the facility are expected to contain biochemical oxygen demand, oil and grease, total suspended solids, and chemical oxygen demand. Process wastewater is treated by a hydrosieve, while stormwater is not treated prior to discharge.

PLANTILLA EN ESPAÑOL PARA SOLICITUDES NUEVAS/RENOVACIONES/ENMIENDAS DE TPDES o TLAP

AGUAS RESIDUALES INDUSTRIALES /AGUAS PLUVIALES

El siguiente resumen se proporciona para esta solicitud de permiso de calidad del agua pendiente que está siendo revisada por la Comisión de Calidad Ambiental de Texas según lo requerido por el Capítulo 39 del Código Administrativo de Texas 30. La información proporcionada en este resumen puede cambiar durante la revisión técnica de la solicitud y no es una representación ejecutiva fedérale de la solicitud de permiso.

General Polymer Services, LLC (CN605233907) opera Decker North Polymer Facility (RN109423368), un instalación de compuestos de poliolefina, donde el polietileno y/o el polipropileno se mezclan con aditivos y rellenos, se funden y se extruyen para formar un compuesto de poliolefina. La instalación está ubicada en 4724 Decker Drive, en Baytown, Condado de Harris, Texas 77520. General Polymers ha solicitado la renovación del permiso de calidad del agua WQ0005211000, que autoriza la descarga de aguas residuales industriales que no excedan un promedio diario de 5,000 galones por día a través del Emisario 001, y las descargas intermitentes de aguas pluviales a través del Emisario 002.

Se espera que las descargas de la instalación contengan demanda bioquímica de oxígeno, aceite y grasa, sólidos suspendidos totales y demanda química de oxígeno. Process wastewater. está tratado por un hidrosieve, mientras que las aguas pluviales no se tratan antes de su descarga.

ATTACHMENT D
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

EXHIBIT A – THE PREMISES

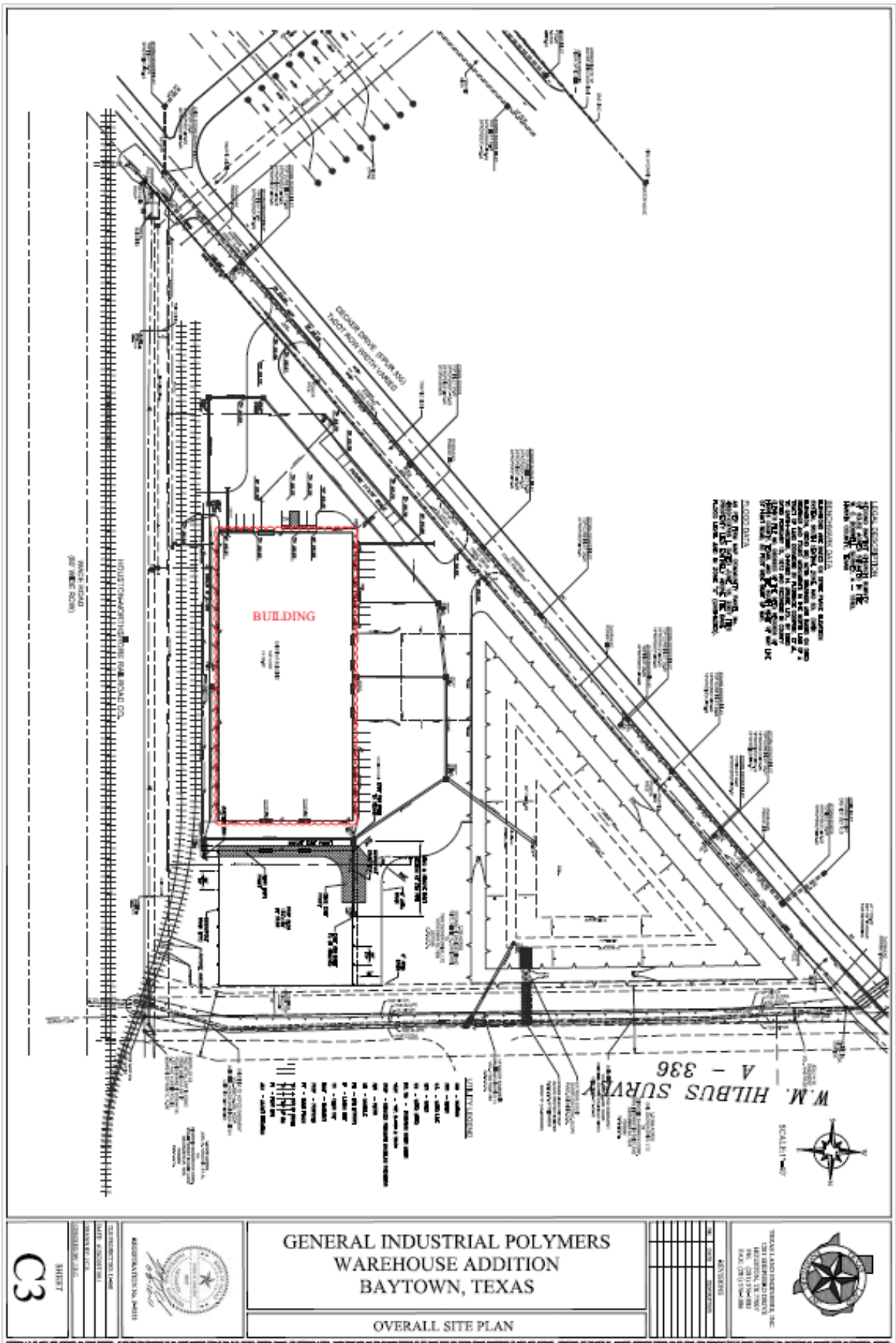


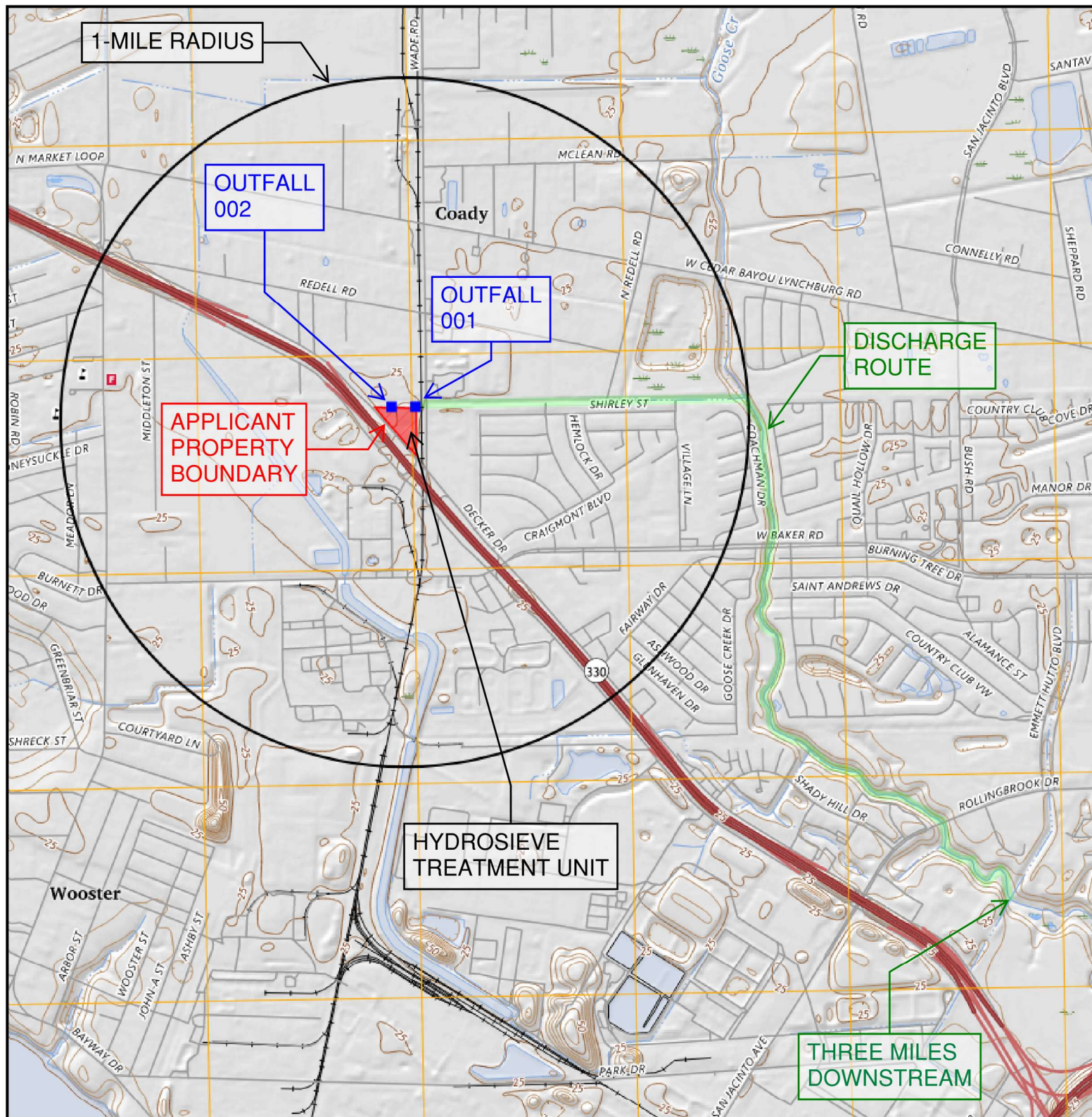
EXHIBIT B – RULES AND REGULATIONS

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 E

USGS TOPOGRAPHICAL MAP



ROAD CLASSIFICATION

Expressway	Local Connector
Secondary Hwy	Local Road
Ramp	4WD
Interstate Route	US Route
	State Route



1 MILE

SOURCE: USGS 7.5 MINUTE SERIES TOPOGRAPHIC (2025)



ATTACHMENT E

USGS TOPOGRAPHIC MAP

**GENERAL POLYMER
SERVICES, LLC
BAYTOWN, TX**

DATE MAR 2025	PROJECT NO. 15470.003.002.0001	SCALE AS SHOWN
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ATTACHMENT F

SPIF

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SUPPLEMENTAL PERMIT INFORMATION FORM (SPIF)

FOR AGENCIES REVIEWING DOMESTIC OR 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 53)

Complete this form as a separate document. TCEQ will mail a copy to each agency as required by our agreement with EPA. If any of the items are not completely addressed or further information is needed, we will contact you to provide the information before issuing the permit. Address each item completely.

Do not refer to your response to any item in the permit application form. Provide each attachment for this form separately from the Administrative Report of the application. The application will not be declared administratively complete without this SPIF form being completed in its entirety including all attachments. Questions or comments concerning this form may be directed to the Water Quality Division's Application Review and Processing Team by email at WQ-ARPTeam@tceq.texas.gov or by phone at (512) 239-4671.

The following applies to all applications:

1. Permittee: General Polymer Services, LLC

Permit No. WQ00 05211000EPA ID No. TX 0137359

Address of the project (or a location description that includes street/highway, city/vicinity, and county):

4724 Decker Drive, Baytown, Harris County, Texas

Provide the name, address, phone and fax number of an individual that can be contacted to answer specific questions about the property.

Prefix (Mr., Ms., Miss): Mr.

First and Last Name: Davide Danese

Credential (P.E, P.G., Ph.D., etc.):

Title: President

Mailing Address: 4724 Decker Drive

City, State, Zip Code: Baytown, TX 77520

Phone No.: 281-424-4673 Ext.: 121 Fax No.:

E-mail Address: davide@generalpolymers.net

2. List the county in which the facility is located: Harris
3. If the property is publicly owned and the owner is different than the permittee/applicant, please list the owner of the property.

Sealfra, LLC

4. Provide a description of the effluent discharge route. The discharge route must follow the flow of effluent from the point of discharge to the nearest major watercourse (from the point of discharge to a classified segment as defined in 30 TAC Chapter 307). If known, please identify the classified segment number.

To Harris County Flood Control Ditches 011-03-000 through 011-00-00 thence to Goose Creek, thence to Tabbs Bay in Segment 2426 of the San Jacinto Coastal Basin Bays and Estuaries.

5. Please provide a separate 7.5-minute USGS quadrangle map with the project boundaries plotted and a general location map showing the project area. Please highlight the discharge route from the point of discharge for a distance of one mile downstream. (This map is required in addition to the map in the administrative report).

Provide original photographs of any structures 50 years or older on the property.

Does your project involve any of the following? Check all that apply.

- ☐ Proposed access roads, utility lines, construction easements
- ☐ Visual effects that could damage or detract from a historic property's integrity
- ☐ Vibration effects during construction or as a result of project design
- ☐ Additional phases of development that are planned for the future
- ☐ Sealing caves, fractures, sinkholes, other karst features

☐ Disturbance of vegetation or wetlands

1. List proposed construction impact (surface acres to be impacted, depth of excavation, sealing of caves, or other karst features):

Not Applicable

2. Describe existing disturbances, vegetation, and land use:

The property has been developed as a light industrial facility adjacent to a state highway spur.

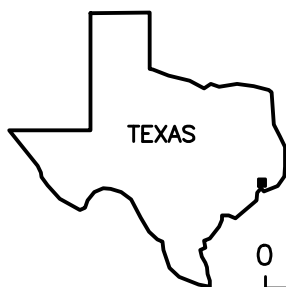
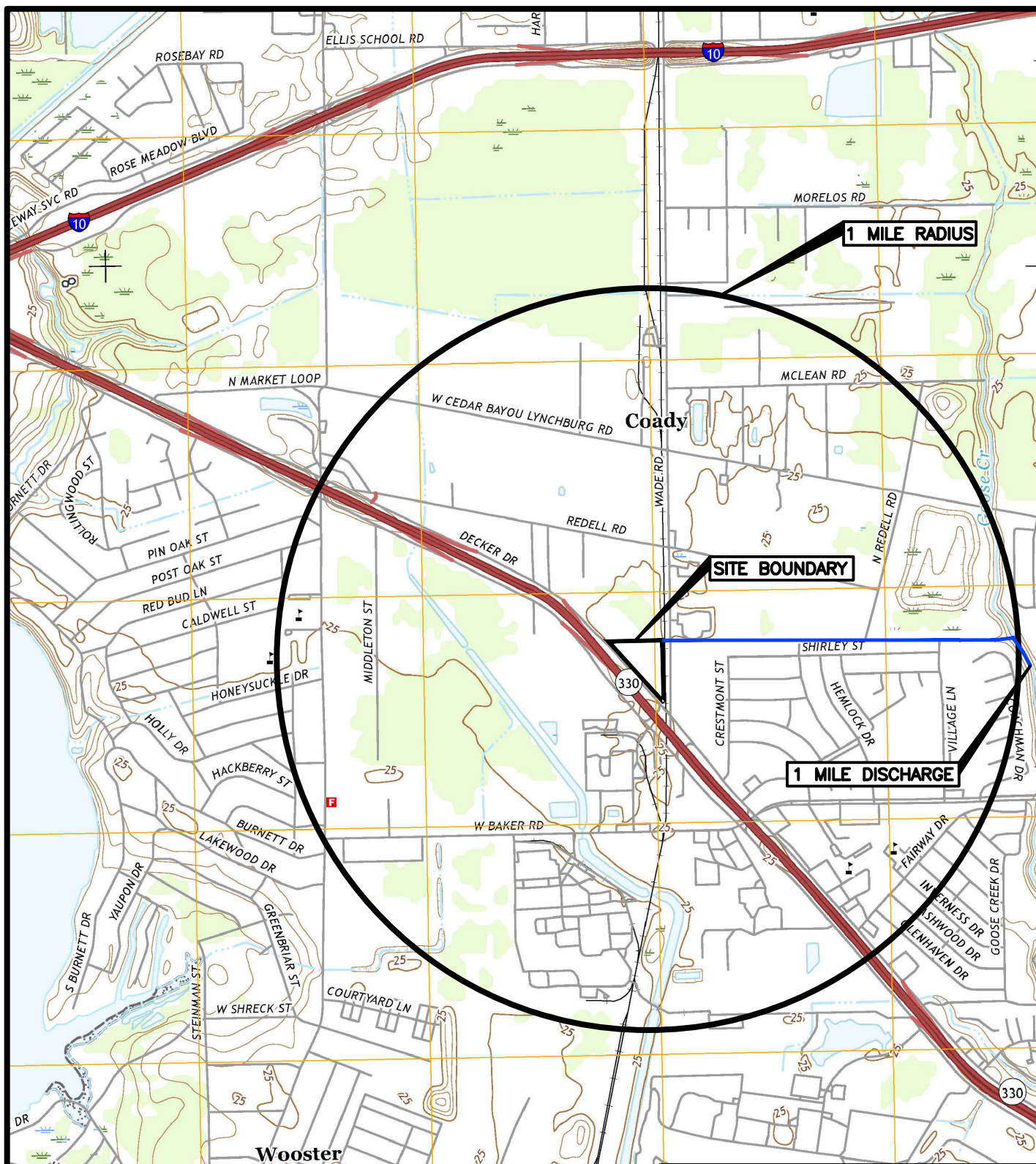
THE FOLLOWING ITEMS APPLY ONLY TO APPLICATIONS FOR NEW TPDES PERMITS AND MAJOR AMENDMENTS TO TPDES PERMITS

3. List construction dates of all buildings and structures on the property:

2010 and 2012

4. Provide a brief history of the property, and name of the architect/builder, if known.

The property was undeveloped until 2010. Hutchison & Associates were the land planners and engineers.



0 1000 2000

SCALE IN FEET

SOURCE: USGS 7.5 MINUTE SERIES TOPOGRAPHIC, HIGHLANDS, TEXAS (2016)



SPIF FIGURE 1

SITE LOCATION MAP

**GENERAL POLYMER
SERVICES LLC
BAYTOWN, TEXAS**

DATE MAY 2025	PROJECT NO. 15470.001.001.0002	SCALE AS SHOWN
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ATTACHMENT G

ADDITIVE 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

FORTIS® EC9052A

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.

SAFETY DATA SHEET

FORTIS® EC9052A

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.
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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

SAFETY DATA SHEET

FORTIS® EC9052A

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

SAFETY DATA SHEET

FORTIS® EC9052A

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.

SAFETY DATA SHEET

FORTIS® EC9052A

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.

SAFETY DATA SHEET

FORTIS® EC9052A

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)

SAFETY DATA SHEET

FORTIS® EC9052A

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

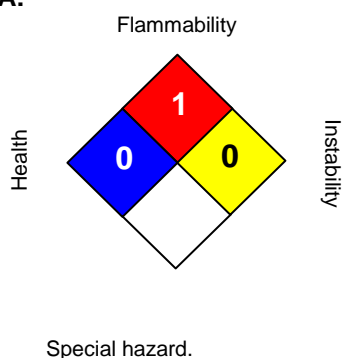
All substances in this product comply with the Hazardous Substances and New Organisms (HSNO) Act 1996, and are listed on or are exempt from the New Zealand Inventory of Chemicals.

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

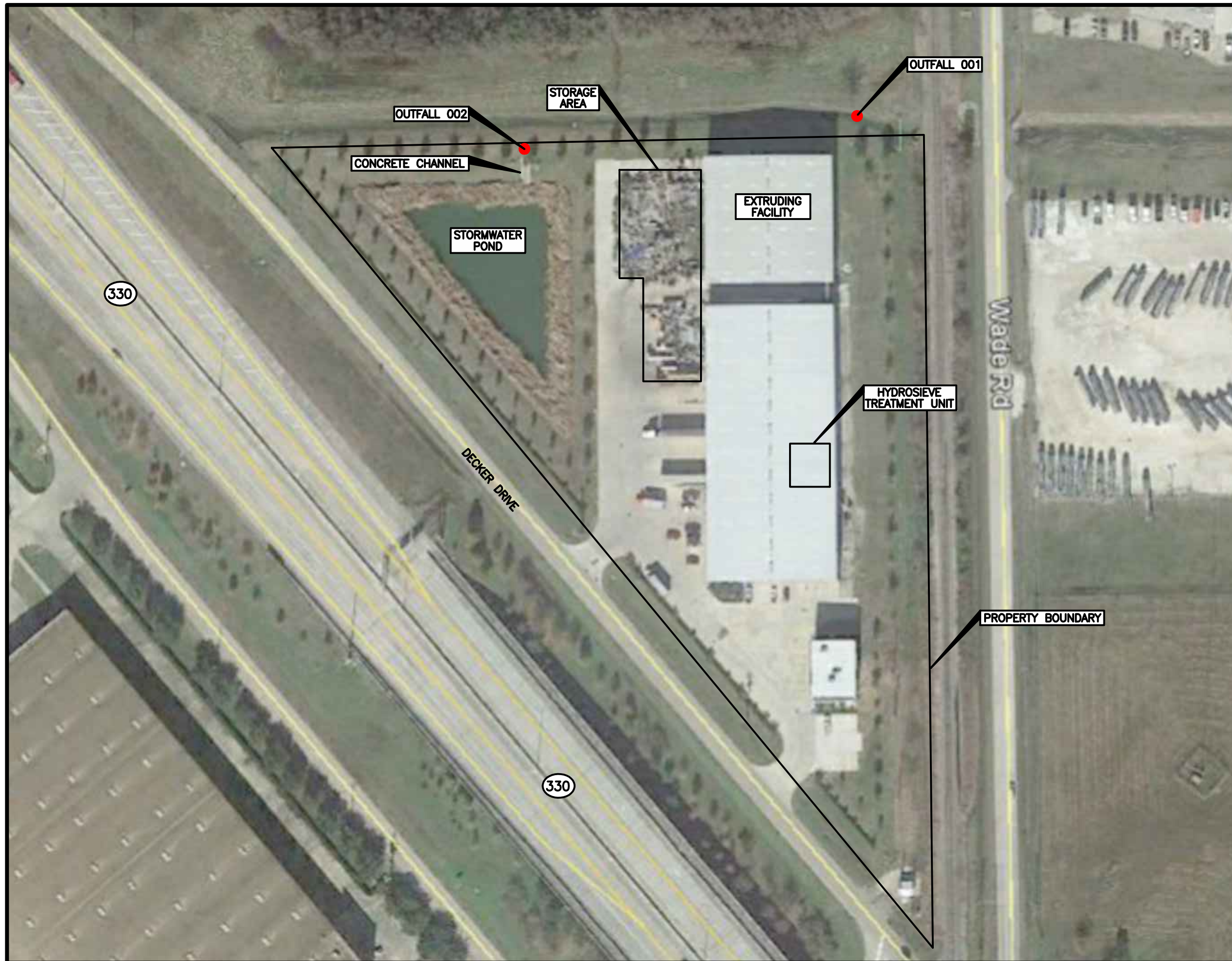
FORTIS® EC9052A

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.

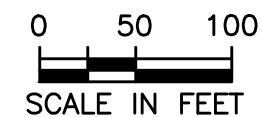
ATTACHMENT H

SITE PLAN



NOTES:

1. NO BAG HOUSES OR OTHER AIR TREATMENT UNITS ARE PRESENT ON-SITE.
2. NO LANDFILLS, SCRAP YARDS, OR SURFACE WATER BODIES BESIDES THE STORMWATER POND ARE PRESENT ON-SITE.
3. NO VEHICLE OR EQUIPMENT MAINTENANCE AREAS ARE PRESENT ON-SITE.
4. NO PROCESSING AREAS OR MATERIAL LOADING/UNLOADING AREAS ARE EXPOSED TO STORMWATER.



SOURCE: GOOGLE EARTH PRO AERIAL 2016.



ATTACHMENT H

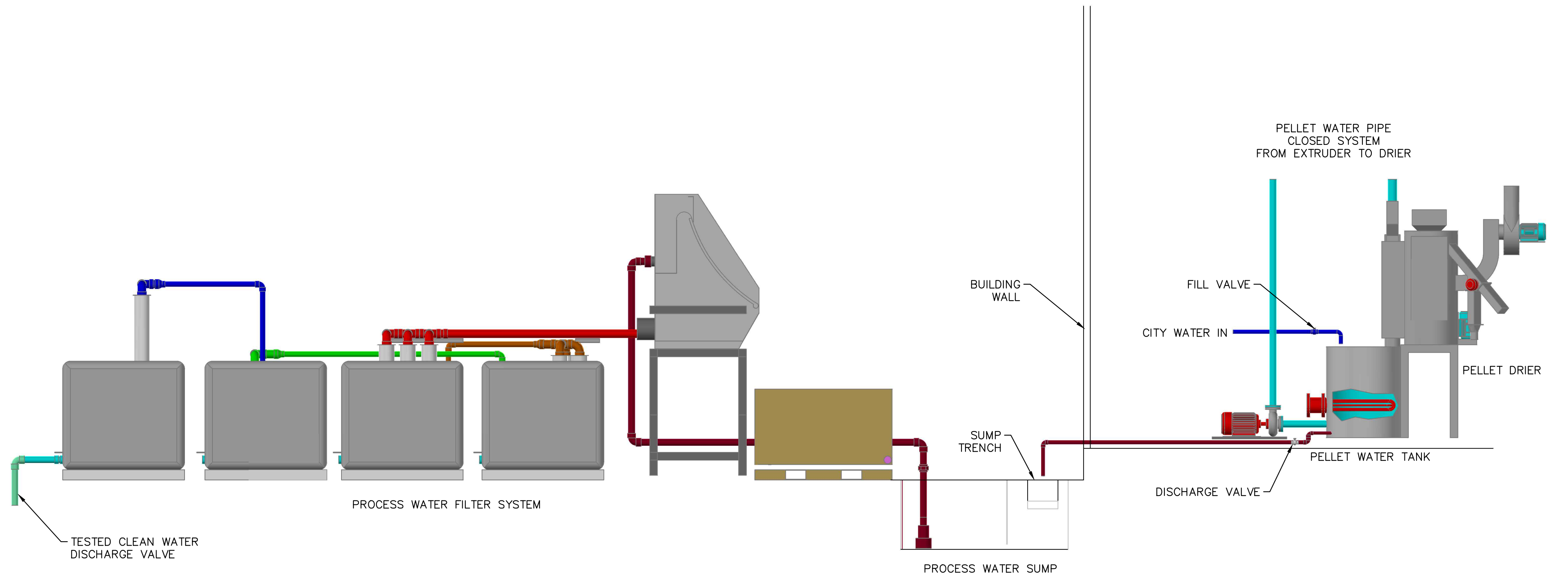
SITE DRAWING

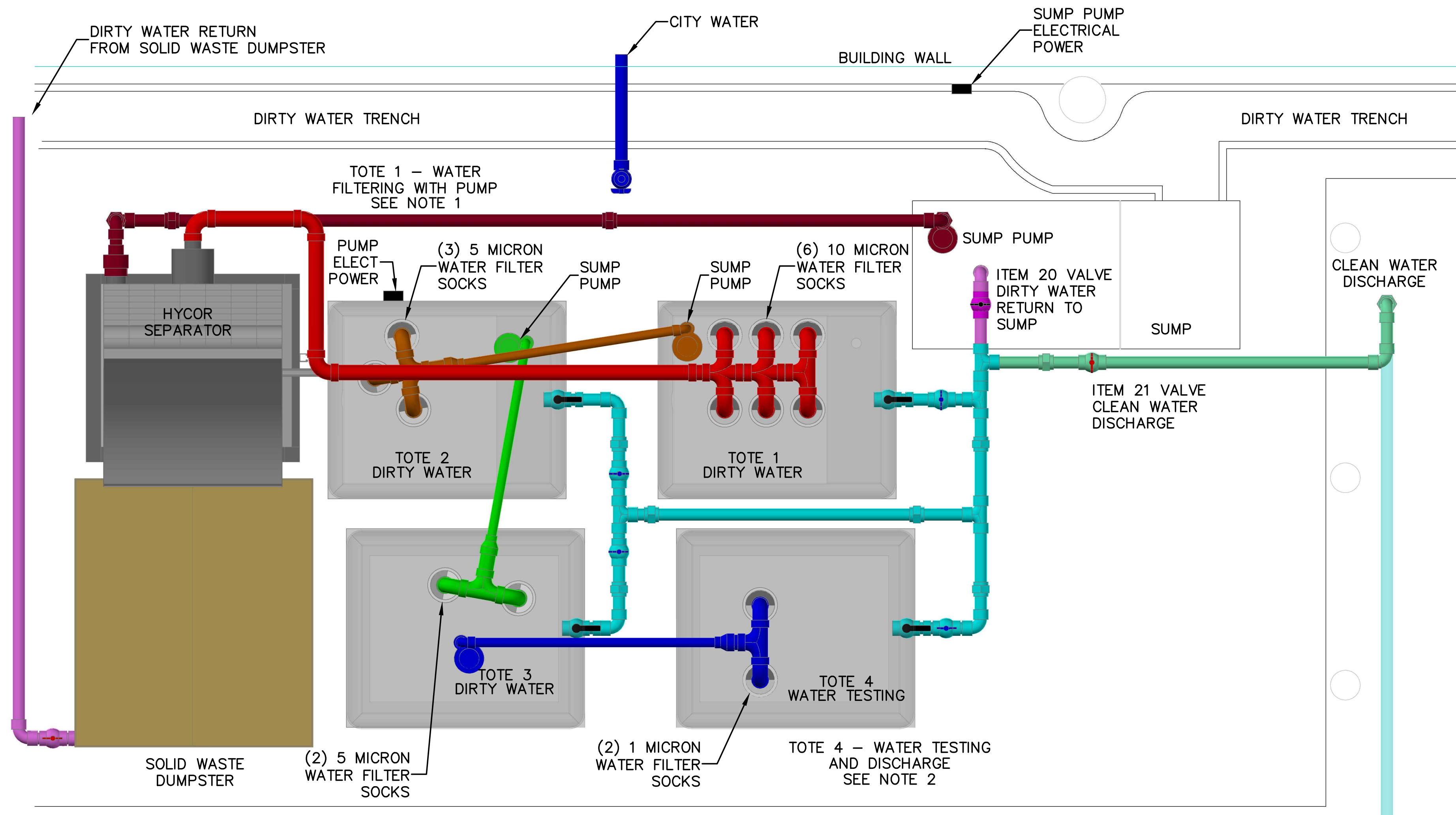
GENERAL POLYMER
SERVICES LLC
BAYTOWN, TEXAS


DATE	PROJECT NO.	SCALE
MAY 2025	15470.001.001.0002	AS SHOWN

ATTACHMENT I

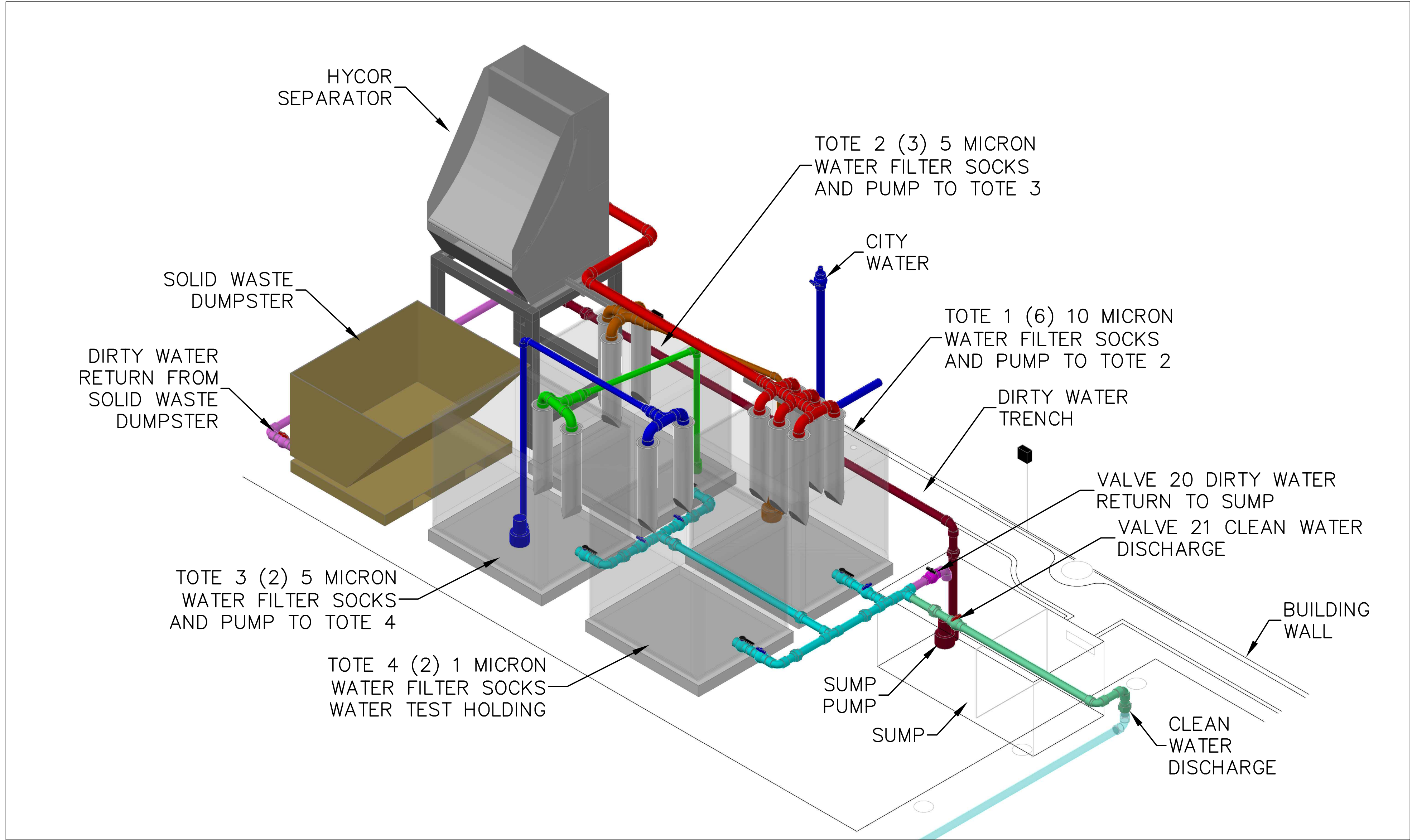
HYDROSIEVE INFORMATION






SCALE	DATE	 General Polymer Services	4724 Decker Drive Baytown, Texas 77520 281-424-4673 www.polymerservices.com	DRAWING NO.			REV
NONE	12-01-21			GPS-PW-001			A
DRAWN BY DEW	CHECKED BY DD			PROCESS WATER GPS PLAN VIEW			
NOTES: 1. NEVER LET WATER LEVEL IN THE TOTES TO REACH BOTTOM OF FILTER SOCKS. 2. HOLD WATER IN TOTE 4 UNTIL DIRECTED TO DISCHARGE CLEAN WATER THRU VALVE 21 OR RECYCLE WATER BACK TO SUMP THRU VALVE 20 FOR ADDITIONAL CLEANING. 3. SEE DWG GPS-PW-003 FOR PROCESS VALVE SETUP				REV	DESCRIPTION	BY	DATE
				A	ISSUED FOR REVIEW	DEW	12-01-21

Drawn by: DENNIS E. WALKER 281-684-5576



SCALE	DATE	 General Polymer Services	4724 Decker Drive Baytown, Texas 77520 281-424-4673 www.polymerservices.com	DRAWING NO.			REV
NONE	12-01-21			GPS-PW-002			A
DRAWN BY DEW	CHECKED BY DD			PROCESS WATER GPS PLAN VIEW			
NOTES: 1. NEVER LET WATER LEVEL IN THE TOTES TO REACH BOTTOM OF FILTER SOCKS. 2. HOLD WATER IN TOTE 4 UNTIL DIRECTED TO DISCHARGE CLEAN WATER THRU VALVE 21 OR RECYCLE WATER BACK TO SUMP THRU VALVE 20 FOR ADDITIONAL CLEANING. 3. SEE DWG GPS-PW-003 FOR PROCESS VALVE SETUP				REV	DESCRIPTION	BY	DATE
				A	ISSUED FOR REVIEW	DEW	12-01-21
Drawn by: DENNIS E. WALKER 281-684-5576							

STAND BY SETUP

1. (21) DISCHARGE VALVE CLOSED
2. (20) RECYCLE VALVE CLOSED
3. ALL OTHER TOTE DRAIN VALVES CLOSED
4. (1) AND (2) POWER OFF

PROCESS WATER CLEANING SETUP

1. (21) DISCHARGE VALVE CLOSED
2. (20) RECYCLE VALVE CLOSED
3. ALL TOTE DRAIN VALVES CLOSED
4. (1) AND (2) POWER ON
5. RUN UNTIL (18) TOTE IS FULL
6. (1) AND (2) POWER OFF
7. REQUEST TESTING FOR DISCHARGE

DISCHARGE CLEAN WATER SETUP
(REQUIRES APPROVAL)

1. (1) AND (2) POWER OFF
2. (18) TOTE DRAIN VALVE OPEN
3. (21) DISCHARGE VALVE OPEN

RECYCLE WATER SETUP
(REQUIRES APPROVAL)

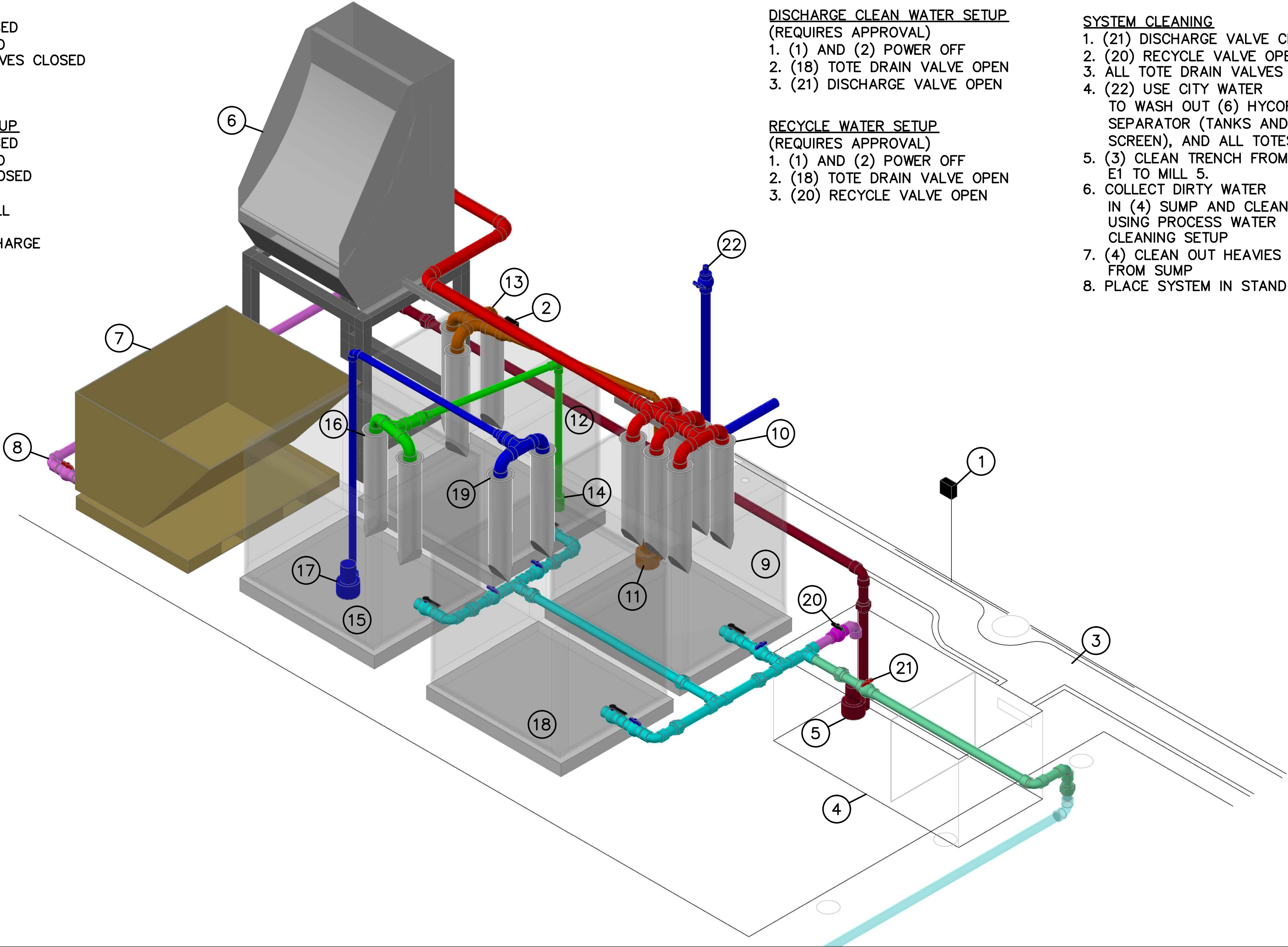
1. (1) AND (2) POWER OFF
2. (18) TOTE DRAIN VALVE OPEN
3. (20) RECYCLE VALVE OPEN


SYSTEM CLEANING

1. (21) DISCHARGE VALVE CLOSED
2. (20) RECYCLE VALVE OPEN
3. ALL TOTE DRAIN VALVES OPEN
4. (22) USE CITY WATER TO WASH OUT (6) HYCOR SEPARATOR (TANKS AND SCREEN), AND ALL TOTES
5. (3) CLEAN TRENCH FROM E1 TO MILL 5.
6. COLLECT DIRTY WATER IN (4) SUMP AND CLEAN. USING PROCESS WATER CLEANING SETUP
7. (4) CLEAN OUT HEAVIES FROM SUMP
8. PLACE SYSTEM IN STAND BY SETUP

LEGEND

- 1 SUMP PUMP ELECTRICAL POWER
- 2 TOTE PUMPS ELECTRICAL POWER
- 3 DIRTY WATER TRENCH
- 4 SUMP
- 5 SUMP PUMP
- 6 HYCOR SEPARATOR
- 7 SOLID WASTE DUMPSTER
- 8 SOLID WASTE DIRTY WATER DRAIN
- 9 TOTE 1 WATER FILTERING
- 10 (6) 10 MICRON WATER FILTERS
- 11 TOTE 1 PUMP
- 12 TOTE 2 WATER FILTERING
- 13 (3) 5 MICRON WATER FILTERS
- 14 TOTE 2 PUMP
- 15 TOTE 3 WATER FILTERING
- 16 (2) 5 MICRON WATER FILTERS
- 17 TOTE 3 PUMP
- 18 TOTE 4 WATER TESTING
- 19 (2) 1 MICRON WATER FILTERS
- 20 RECYCLE VALVE
- 21 CLEAN WATER DISCHARGE VALVE
- 22 CITY WATER

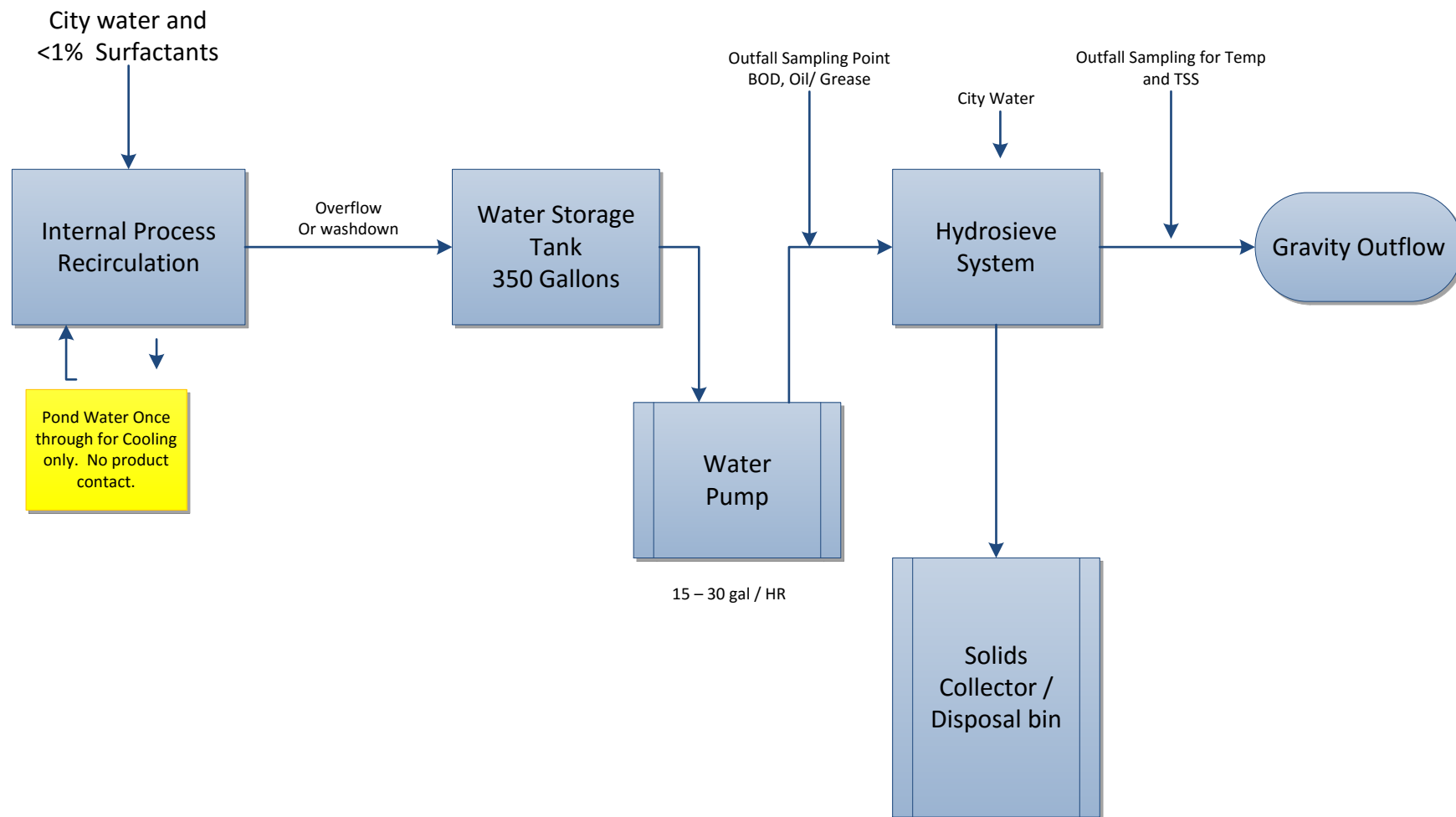


SCALE	DATE	 General Polymer Services	4724 Decker Drive Baytown, Texas 77520 281-424-4673 www.polymerservices.com	DRAWING NO.		GPS-PW-003		REV		
NONE	12-01-21									A
DRAWN BY	CHECKED BY			PROCESS WATER OPERATION GPS ISO VIEW						
DEW	DD									
NOTES: 1. NEVER LET WATER LEVEL IN THE TOTES TO REACH BOTTOM OF FILTER SOCKS. 2. HOLD WATER IN TOTE 4 UNTIL DIRECTED TO DISCHARGE CLEAN WATER THRU VALVE 21 OR RECYCLE WATER BACK TO SUMP THRU VALVE 20 FOR ADDITIONAL CLEANING. 3. SEE DWG GPS-PW-003 FOR PROCESS VALVE SETUP				REV	DESCRIPTION			BY	DATE	
				A	ISSUED FOR REVIEW			DEW	12-01-21	

Drawn by: DENNIS E. WALKER 281-684-5576

ATTACHMENT J

FLOW DIAGRAM



ATTACHMENT K

LABORATORY INFORMATION

ATTACHMENT K

ANALYTICAL TESTING LABORATORY INFORMATION

The following labs performed the analysis for the pollutants listed below for Outfall 001. Note that Dissolved Oxygen was not analyzed by a contact laboratory and was instead sampled for and tested for by General Polymer's staff.

Laboratory Name	ALS Houston	ALS Holland	Pace Analytical	Eurofins Houston
Address	10450 Stancliff Rd., Suite 210, Houston, TX 77099	3352 128 th Ave., Holland, MI 49424	12065 Lebanon Rd., Mount Juliet, TN 37122	4145 Greenbriar Dr., Stafford, TX 77477
Phone Number	281-530-5656	616-399-6070	615-758-5858	281-794-7216
Pollutants Analyzed	<p>All Table 1 Pollutants Except Dissolved Oxygen</p> <p>Table 2:</p> <ul style="list-style-type: none"> • Aluminum • Antimony • Barium • Beryllium • Cadmium • Chromium, total • Chromium, hexavalent • Chromium, trivalent • Copper • Lead • Nickel • Silver • Thallium • Zinc <p>All Table 3 Pollutants</p> <p>All Table 8 Pollutants</p>	<p>Table 2:</p> <ul style="list-style-type: none"> • Cyanide 	<p>Table 2:</p> <ul style="list-style-type: none"> • Hexavalent Chromium 	<p>Table 2:</p> <ul style="list-style-type: none"> • Mercury

Candice Calhoun

From: Koch, Nancy <Nancy.Koch@WestonSolutions.com>
Sent: Wednesday, May 14, 2025 10:18 AM
To: Candice Calhoun; davide@generalpolymers.net
Subject: NOD Response - Permit No. WQ0005211000
Attachments: _WQ0005211000AnodResponse.pdf; WQ0005211000 Spanish NORI.docx

Candice:

Attached please find our response to your administrative NOD letter. Let us know if you need anything additional.


Regards,
Nancy



Nancy L. Koch, P.E
Senior Project Manager  

 (512) 651-7104  Nancy.Koch@WestonSolutions.com

5301 Southwest Parkway, Suite 450
Austin, TX 78735

 **Trust. Performance. People**

From: Candice Calhoun <Candice.Calhoun@tceq.texas.gov>
Sent: Tuesday, May 13, 2025 1:31 PM
To: Koch, Nancy <Nancy.Koch@WestonSolutions.com>; davide@generalpolymers.net
Subject: RE: [EXT]:Application to Renew Permit No. WQ0005211000 - Notice of Deficiency

***** External Message *** -- PROBE message before clicking links or opening attachments.**

Good afternoon, Nancy,

Thank you for reaching back out. I was out of office Friday so had been catching up on emails. So, the “active” you are seeing is showing that the permit is active. If a NOC has not been sent in, that will need to be, so that our ICIS team can update the facility operational status. You should be able to email it directly to WQD-ICIS@tceq.texas.gov.

If you have questions about the NOC, or to check if you have previously sent it in, you can email the email above or contact Susana Aschkenas by emailing susana.aschkenas@tceq.texas.gov or calling 512-239-4566.

Regards,



Weston Solutions, Inc.
5301 Southwest Parkway, Suite 450
Austin, TX 78735
512-651-7100
WestonSolutions.com

14 May 2025

Candice Calhoun
Application Review and Processing Team (MC-148)
Texas Commission on Environmental Quality
12100 Park 35 Circle
Austin, Texas 78753

Via Email: candice.calhoun@tceq.texas.gov

RE: Response to Texas Pollutant Discharge Elimination System Administrative Notice of Deficiency
Permit No. WQ0005211000
RN 109423368 Decker North Polymer Facility
CN 605233907 General Polymer Services, LLC

Dear Ms. Calhoun:

Weston Solutions, Inc. (WESTON®) is pleased to submit this response to your Administrative Notice of Deficiency dated 8 May 2024 for the Texas Pollutant Discharge Elimination System (TPDES) permit renewal application. We are responding on an item-by-item basis below.

Item 1 – Regarding the original paper copy of the application not being received. Our records indicate that the application was delivered on 8 May 2025 at 12:09 p.m. and received by BBRAD, as reported by FedEx.

Item 2 – Regarding Texas Commission on Environmental Quality (TCEQ) records showing that the facility is inactive. The Notice of Change (NOC) had been submitted on 22 February 2021; however, TCEQ's database had not been updated accordingly. The database has since been updated, and the facility is showing as "active".

Item 3 – Regarding Item 6b of the administrative report related to permit contacts. Davide Danise, President of General Polymer Services, LLC, is the only employee at General Polymer Services, LLC on or above the level of Vice President. Consequently, only one contact was provided.

Item 4 – Related to the Notice of Receipt of Application and Intent to Discharge (NORI) language. We have reviewed the NORI language and have no comment. A word file of the Spanish NORI (translated from the English NORI) is being transmitted with this letter.

Please contact me at 512-651-7104 or at nancy.koch@westonsolutions.com should you have any questions regarding this response.

Very truly yours,
Weston Solutions, Inc.

Nancy L. Koch, P.E.
Project Manager

cc: Davide Danise, General Polymer Services, LLC

Trust. Performance. People.

Act with Integrity • Live Safely • Advance Client Success • Deliver Exceptional Quality • Be Inclusive • Create a Better World; Be the Change

ATTACHMENT

SPANISH NORI

Comisión de Calidad Ambiental del Estado de Texas



AVISO DE RECIBO DE LA SOLICITUD Y EL INTENTO DE OBTENER PERMISO PARA LA CALIDAD DEL AGUA RENOVACION

PERMISO NO. WQ000

SOLICITUD. General Polymer Services, LLC, 5110 Decker Drive, Baytown, Texas 77520, que posee una planta de compounding de poliolefinas, ha solicitado a la Comisión de Calidad Ambiental del Estado de Texas (TCEQ) para renovar el Permiso No. WQ0005211000 (EPA I.D. No. TX 0137359) del Sistema de Eliminación de Descargas de Contaminantes de Texas (TPDES) para autorizar la descarga de aguas residuales tratadas en un volumen que no sobrepasa un flujo promedio diario de 5,000 galones por día y la descarga de aguas pluviales a un volumen intermitente y variable en flujo a través de la emisario 002. La planta está ubicada 4724 Decker Drive, Baytown en el Condado de Harris, Texas 77520. La ruta de descarga es del sitio de la planta a través de la emisarios 001 y 002 al canal del Distrito de Control de Inundaciones del Condado de Harris (HCFCD); de ahí a Goose Creek; de ahí a Tabbs Bay. La TCEQ recibió esta solicitud el 5 de mayo de 2025. La solicitud para el permiso estará disponible para leerla y copiarla en Biblioteca Municipal de Sterling, área de referencia, 1 Mary Wilbanks Avenue, Baytown, en el Condado de Harris, Texas antes de la fecha de publicación de este aviso en el periódico. La solicitud (cualquier actualización y aviso inclusive) está disponible electrónicamente en la siguiente página web:

<https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

Este enlace a un mapa electrónico de la ubicación general del sitio o de la instalación es proporcionado como una cortesía y no es parte de la solicitud o del aviso. Para la ubicación exacta, consulte la solicitud.

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-95.01749,29.776175&level=18>

AVISO DE IDIOMA ALTERNATIVO. El aviso de idioma alternativo en español está disponible en <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

AVISO ADICIONAL. El Director Ejecutivo de la TCEQ ha determinado que la solicitud es administrativamente completa y conducirá una revisión técnica de la solicitud. Después de completar la revisión técnica, el Director Ejecutivo puede preparar un borrador del permiso y emitirá una Decisión Preliminar sobre la solicitud. **El aviso de la solicitud y la decisión preliminar serán publicados y enviado a los que están en la lista de correo de las personas a lo largo del condado que desean recibir los avisos y los que están en la lista de correo que desean recibir avisos de esta solicitud. El aviso dará la fecha límite para someter comentarios públicos.**

COMENTARIO PUBLICO / REUNION PUBLICA. Usted puede presentar comentarios públicos o pedir una reunión pública sobre esta solicitud. El propósito de una reunión pública es dar la oportunidad de presentar comentarios o hacer preguntas acerca de la solicitud. La TCEQ realiza una reunión pública si el Director Ejecutivo determina que hay un grado de interés público suficiente en la solicitud o si un legislador local lo pide. Una reunión pública no es una audiencia administrativa de lo contencioso.

OPORTUNIDAD DE UNA AUDIENCIA ADMINISTRATIVA DE LO CONTENCIOSO. Después del plazo para presentar comentarios públicos, el Director Ejecutivo considerará todos los comentarios apropiados y preparará una respuesta a todo los comentarios públicos esenciales, pertinentes, o significativos. **A menos que la solicitud haya sido referida directamente a una audiencia administrativa de lo contencioso, la respuesta a los comentarios y la decisión del Director Ejecutivo sobre la solicitud serán enviados por correo a todos los que presentaron un comentario público y a las personas que están en la lista para recibir avisos sobre esta solicitud.** Si se reciben comentarios, el aviso también proveerá instrucciones para pedir una reconsideración de la decisión del Director Ejecutivo y para pedir una audiencia administrativa de lo contencioso. Una audiencia administrativa de lo contencioso es un procedimiento legal similar a un procedimiento legal civil en un tribunal de distrito del estado.

PARA SOLICITAR UNA AUDIENCIA DE CASO IMPUGNADO, USTED DEBE INCLUIR EN SU SOLICITUD LOS SIGUIENTES DATOS: su nombre, dirección, y número de teléfono; el nombre del solicitante y número del permiso; la ubicación y distancia de su propiedad/actividad con respecto a la instalación; una descripción específica de la forma cómo usted sería afectado adversamente por el sitio de una manera no común al público en general; una lista de todas las cuestiones de hecho en disputa que usted presente durante el período de comentarios; y la declaración "[Yo/nosotros] solicito/solicitamos una audiencia de caso impugnado". Si presenta la petición para una audiencia de caso impugnado de parte de un grupo o asociación, debe identificar una persona que representa al grupo para recibir correspondencia en el futuro; identificar el nombre y la dirección de un miembro del grupo que sería afectado adversamente por la planta o la actividad propuesta; proveer la información indicada anteriormente con respecto a la ubicación del miembro afectado y su distancia de la planta o actividad propuesta; explicar cómo y porqué el miembro sería afectado; y explicar cómo los intereses que el grupo desea proteger son pertinentes al propósito del grupo.

Después del cierre de todos los períodos de comentarios y de petición que aplican, el Director Ejecutivo enviará la solicitud y cualquier petición para reconsideración o para una audiencia de caso impugnado a los Comisionados de la TCEQ para su consideración durante una reunión programada de la Comisión.

La Comisión sólo puede conceder una solicitud de una audiencia de caso impugnado sobre los temas que el solicitante haya presentado en sus comentarios oportunos que no fueron retirados posteriormente. **Si se concede una audiencia, el tema de la audiencia estará limitado a cuestiones de hecho en disputa o cuestiones mixtas de hecho y de derecho relacionadas a intereses pertinentes y materiales de calidad del agua que se hayan presentado durante el período de comentarios.** Si ciertos criterios se cumplen, la TCEQ

puede actuar sobre una solicitud para renovar un permiso sin proveer una oportunidad de una audiencia administrativa de lo contencioso.

LISTA DE CORREO. Si somete comentarios públicos, un pedido para una audiencia administrativa de lo contencioso o una reconsideración de la decisión del Director Ejecutivo, la Oficina del Secretario Principal enviará por correo los avisos públicos en relación con la solicitud. Además, puede pedir que la TCEQ ponga su nombre en una o más de las listas correos siguientes (1) la lista de correo permanente para recibir los avisos del solicitante indicado por nombre y número del permiso específico y/o (2) la lista de correo de todas las solicitudes en un condado específico. Si desea que se agregue su nombre en una de las listas designe cual lista(s) y envía por correo su pedido a la Oficina del Secretario Principal de la TCEQ.

INFORMACIÓN DISPONIBLE EN LÍNEA. Para detalles sobre el estado de la solicitud, favor de visitar la Base de Datos Integrada de los Comisionados en www.tceq.texas.gov/goto/cid. Para buscar en la base de datos, utilizar el número de permiso para esta solicitud que aparece en la parte superior de este aviso.

CONTACTOS E INFORMACIÓN A LA AGENCIA. Todos los comentarios públicos y solicitudes deben ser presentadas electrónicamente vía <http://www14.tceq.texas.gov/epic/eComment/> o por escrito dirigidos a la Comisión de Texas de Calidad Ambiental, Oficial de la Secretaría (Office of Chief Clerk), MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Tenga en cuenta que cualquier información personal que usted proporcione, incluyendo su nombre, número de teléfono, dirección de correo electrónico y dirección física pasarán a formar parte del registro público de la Agencia. Para obtener más información acerca de esta solicitud de permiso o el proceso de permisos, llame al programa de educación pública de la TCEQ, gratis, al 1-800-687-4040. Si desea información en Español, puede llamar al 1-800-687-4040.

También se puede obtener información adicional del General Polymer Services, LLC a la dirección indicada arriba o llamando a Sr. Davide Danese, Presidente al 281-424-4673.

Fecha de emisión: *[Date notice issued]*