

## State Lead Transfer Application for Eligible LPST Sites per Texas Water Code §26.3573 (r-1)

Complete this form (with attachments) if you are the owner, operator, or other responsible party (RP) for a leaking petroleum storage tank (LPST) site eligible (see Instructions for "eligible" definition) to transfer into the TCEQ State-Lead Program. **The completed application must be submitted to TCEQ no later than July 1, 2011.** A list of acronyms and terms is included in the Instructions.

This application, including attachments, does not waive or invalidate existing access rights necessary for this continued corrective action work. Once in State Lead, completion of corrective action activities will depend on funding availability. Therefore, cleanup timing and/or completion is not guaranteed.

### LPST Site Information

LPST ID No.:	Facility ID No.:	TCEQ Region
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Facility Name:

Address:

City:	County:
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### Corrective action phase:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Site assessment                                | <input type="checkbox"/> Groundwater monitoring                   | <input type="checkbox"/> Remediation system installed, but not running |
| <input type="checkbox"/> Remediation system approved, but not installed | <input type="checkbox"/> Remediation system installed and running |  |

### Responsible Party (RP) Information

Name :	Title :
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Company:

Address :	City :	Zip :
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Phone :	Fax :
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Is RP the current landowner?      Yes      No      **If no, provide current landowner information below**

Name :	Title :
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Company:

Address :	City :	Zip:
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Phone :	Fax :
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Contact person for discussing transfer :      RP      CAS representative (see below)      RP contact (see below)

### Required Attachments

<u>Required for all transfers:</u> Attachment 1: Source Property Access Agreement	<u>Required for sites with remediation systems installed (whether operating or not):</u> Equipment Use Agreement–Attachment 2a (RP) <u>OR</u> 2b (Assignee/Contractor) Attachment 2c: Remediation Equipment Inventory Form
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### Signatures

CAS Representative :	CAS Reg. No.:	Exp. Date :
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Company:

Phone :	Fax :
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By my signature affixed below, I certify that I am the duly authorized representative of the Correction Action Specialist named. I have reviewed the information included within this State Lead Transfer Application, and consider it to be complete, accurate and representative of current site conditions. I acknowledge that if I intentionally or knowingly make false statements, representations, or certifications in this report, I may be subject to administrative, civil, and/or criminal penalties.

CAS Representative Signature:	Date:
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RP or RP Contact (print name):

Phone :	Fax :
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By my signature affixed below, I certify that I have reviewed the information included within this State Lead Transfer Application, and consider it to be complete, accurate and representative of current site conditions. I acknowledge that if I intentionally or knowingly make false statements, representations, or certifications in this report, I may be subject to administrative, civil, and/or criminal penalties.

RP/RP Contact Signature:	Date:
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# State Lead Transfer Application

## Attachment 1 – Source Property Access Agreement

LPST ID No. : \_\_\_\_\_

Facility Name : \_\_\_\_\_

This Access Agreement is executed by \_\_\_\_\_ (hereafter referred to as “Maker”) who is the owner of the property described herein that is the subject of this Access Agreement, and by an authorized representative of the Texas Commission on Environmental Quality (“TCEQ”) Remediation Division. By executing this Access Agreement, Maker represents to the TCEQ that Maker has the authority to grant access to the TCEQ and its agents to enter onto the property for the purpose of inspecting, investigating and remediating petroleum product contamination.

Maker understands and acknowledges that the TCEQ is the agency of the State of Texas authorized to conduct and supervise remediation activities in response to releases of petroleum products pursuant to Chapter 26 of the Texas Water Code. Maker understands that the TCEQ is authorized by the Texas Water Code §26.014 to enter any public or private property at any reasonable time for the purpose of inspecting and investigating conditions relating to the quality of water in the State.

Maker understands and acknowledges that by entering into this Access Agreement the TCEQ does not waive any rights or causes of action it may have against Maker arising from petroleum contamination that may exist on the property that is the subject of this Access Agreement.

TCEQ shall not be liable to owners, operators, or third parties with regard to the extent, timing, or success of remediation efforts after the site is placed in the State Lead Program.

By entering into this Access Agreement Maker grants consent to the TCEQ and its agents to enter the property that is the subject of this Access Agreement during reasonable times for the purpose of inspecting, investigating and remediating petroleum contamination, as may be determined necessary by the TCEQ.

The following is the street address—or a description if necessary—of the real property that is the subject of this Access Agreement:

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**State Lead Transfer Application**  
**Attachment 1 – Source Property Access Agreement (cont'd)**

**LPST ID No. :** \_\_\_\_\_ **Facility Name :** \_\_\_\_\_

If a remediation system is present, the Maker agrees to provide an inventory of the existing equipment in Attachment 2c of this application and to allow access to the equipment. The TCEQ and/or its agents shall attempt to provide the Maker with at least one day notice prior to entering the property for any purpose under this Access Agreement.

In situations which the TCEQ determines to be of an emergency nature, the TCEQ shall have immediate access to the property.

On conclusion of all assessment/remediation activities conducted pursuant to this access agreement, the TCEQ and/or its agents shall make reasonable effort to restore the property to the same condition it was in when the assessment/remediation work was started.

The Maker agrees to inform the TCEQ in writing prior to conveying the property during the term of this Access Agreement. If such property is conveyed, the Maker agrees to provide the TCEQ with the name, address, and phone number of the new property owner.

This Access Agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Maker (Signature)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Maker (Print Name)

By: \_\_\_\_\_  
TCEQ Representative (Signature)

\_\_\_\_\_  
TCEQ Representative (Print Name)

# State Lead Transfer Application

## Attachment 2a – Equipment Use Agreement-RP

LPST ID No. : \_\_\_\_\_

Facility Name : \_\_\_\_\_

This Equipment Use Agreement is executed between \_\_\_\_\_ (hereafter referred to as “Maker”), who is the tank owner or operator, or other responsible party, and who has received reimbursement funds associated with the above LPST ID number and by an authorized representative of the Texas Commission on Environmental Quality ("TCEQ") Remediation Division.

Maker understands that the TCEQ has reimbursed Maker, and/or its assignee, for costs associated with the remediation of the above-described LPST site pursuant to Chapter 26 of the Texas Water Code and 30 TAC Chapter 334, including the purchase of the Equipment (hereinafter referred to as “Equipment”) listed in the Remediation System Equipment Inventory form (Attachment 2c of the State Lead Transfer Application).

Maker represents and agrees that the Equipment shall remain on the Site and that TCEQ, and/or its agents, shall have full rights to use, or authorize others to use, the Equipment for purposes of remediating media containing petroleum contamination. The Maker further represents and certifies to TCEQ that the Equipment is free from any liens and other encumbrances and shall remain free of any liens. If ownership of any portion of the Equipment remains in a name other than Maker, Maker agrees to secure all documents necessary to obtain legal rights in the Equipment in order to comply with the terms of this Agreement. Upon request, Maker shall provide TCEQ with written evidence of any records necessary to identify legal title in the Equipment.

Maker further represents and warrants that it has the right and authority to enter this Agreement. It is further understood and acknowledged that this Agreement, including representations contained herein, is material to, and a condition of, the TCEQ’s approval of the Application and transfer into the State Lead Program. TCEQ enters this Agreement in reliance of the statements and representations of Maker.

By entering into this Agreement, Maker agrees to allow the TCEQ, and/or its agents, access to the Equipment during reasonable times for the purpose of inspecting, investigating and evaluating the Equipment, as may be determined necessary by the TCEQ. The TCEQ and/or its agents shall attempt to provide Maker with at least one day notice prior to entering the property for any purpose under this Equipment Use Agreement. In situations which the TCEQ determines to be of an emergency nature, the TCEQ shall have immediate access to the Equipment.

## State Lead Transfer Application Attachment 2a – Equipment Use Agreement-RP (cont'd)

LPST ID No. : \_\_\_\_\_

Facility Name : \_\_\_\_\_

At the conclusion of all assessment/remediation activities on Maker's site, the TCEQ and/or its agents shall have the right to make a determination of the remaining useful life of the Equipment. In the event the TCEQ determines that there is useful life remaining in the Equipment, the TCEQ, and/or its agents, shall have the right to authorize others to remove and use the Equipment at a different LPST site for the purpose of assessment/remediation work. Maker agrees to cooperate with the TCEQ, and/or its agents, in all efforts necessary for the use of the Equipment on other sites including an assignment of all rights in the Equipment to TCEQ, and/or its agents, as necessary.

**OTHER EQUIPMENT:** As to other Equipment for which the purchase price has not been reimbursed, including Equipment owned or leased by Maker or third party, Maker agrees to cooperate with TCEQ, and/or its agents and contractors, to allow for the continued use of such Equipment on the Site. Maker will use reasonable efforts to secure any necessary agreements to transfer to TCEQ, and/or its agents or contractors, the rights to use, or authorize others to use, the Equipment for purposes of remediating media containing petroleum contamination. Alternatively, TCEQ may, at its discretion, require that any such Equipment be removed from the Site by Maker. A list of Equipment, if any, for which the purchase price has not been reimbursed and is owned or leased by Maker or a third party, is included on the attached Remediation Equipment Inventory form (Attachment 2c).

Maker agrees to inform the TCEQ in writing prior to removing or conveying any of the Equipment during the term of this Agreement.

**State Lead Transfer Application**  
**Attachment 2a – Equipment Use Agreement-RP (Cont'd)**

**LPST ID No. :** \_\_\_\_\_

**Facility Name :** \_\_\_\_\_

This Equipment Use Agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20

By: \_\_\_\_\_  
Maker (Signature)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Maker (Print Name)

By: \_\_\_\_\_  
TCEQ Representative (Signature)

\_\_\_\_\_  
TCEQ Representative (Print Name)

# State Lead Transfer Application

## Attachment 2b – Equipment Use Agreement-Assignee/Contractor

LPST ID No. : \_\_\_\_\_ Facility Name : \_\_\_\_\_

This Equipment Use Agreement is executed by \_\_\_\_\_ (hereafter referred to as “Maker”) and by an authorized representative of the Texas Commission on Environmental Quality (“TCEQ”) Remediation Division. Maker, through an assignment agreement, is acting as the current LPST remediation contractor on behalf of \_\_\_\_\_, who is the responsible party (hereinafter referred to as “RP”) of the LPST site located at \_\_\_\_\_ (hereinafter referred to as the “Site”).

Maker understands that the TCEQ has reimbursed costs associated with the remediation of the above-described LPST site pursuant to Chapter 26 of the Texas Water Code and 30 TAC Chapter 334, including reimbursement of costs of Equipment (hereinafter referred to as “Equipment”) as listed in the Remediation System Equipment Inventory form (Attachment 2c of the State Lead Transfer Application).

Maker acknowledges and agrees that the Equipment was purchased with the understanding that the Equipment would be used for performing services in the remediation of media containing petroleum contamination. Based upon this understanding, TCEQ reimbursed costs of the Equipment through the Reimbursement Program under Water Code, Chapter 26, Subchapter I. Maker understands and acknowledges that all ownership rights of the Equipment were intended to be held by RP or on behalf of RP for the purpose of remediation of the Site. In furtherance of this understanding, Maker agrees that if Maker is replaced as the remediation contractor on the Site through the transfer of the Site into the TCEQ State Lead Program, all Equipment shall remain on the Site and under the ownership and control of RP.

It is further understood and agreed that TCEQ, and/or its agents, shall have full unrestricted rights to use, or authorize others to use, the Equipment for purposes of remediating media containing petroleum contamination. Maker represents and certifies to TCEQ that the Equipment is free from any liens and other encumbrances and shall remain free of any liens by Maker. If ownership of any portion of the Equipment remains in a name other than Maker or RP, Maker agrees to provide TCEQ with records necessary to identify legal title of the Equipment.

Maker further represents and warrants that it has the right and authority to enter this Agreement. It is further understood and acknowledged that this Agreement, including representations contained herein, is material to, and a condition of, the TCEQ’s approval of the Application and transfer into the State Lead Program.

**State Lead Transfer Application**  
**Attachment 2b – Equipment Use Agreement-Assignee/Contractor**  
**(cont'd)**

**LPST ID No. :** \_\_\_\_\_

**Facility Name :** \_\_\_\_\_

By entering into this Agreement, Maker agrees to allow the TCEQ, and its agents, access to the Equipment during reasonable times for the purpose of inspecting, investigating and evaluating the Equipment, as may be determined necessary by the TCEQ. The TCEQ, and/or its agents, shall attempt to provide Maker with at least one day notice prior to entering the property for any purpose under this Equipment Use Agreement. In situations which the TCEQ determines to be of an emergency nature, the TCEQ shall have immediate access to the Equipment.

At the conclusion of all assessment/remediation activities at the Site, the TCEQ, and/or its agents, shall have the right to make a determination of the remaining useful life of the Equipment. In the event the TCEQ determines that there is useful life remaining in the Equipment, the TCEQ, and/or its agents, shall have the right to authorize others to remove and use the Equipment at a different LPST site for the purpose of assessment/remediation work. Maker agrees to cooperate with the TCEQ, and/or its agents, in all efforts necessary for the use of the Equipment on other sites including an assignment of all rights in the Equipment to TCEQ, and/or its agents, as necessary.

**OTHER EQUIPMENT:** As to other Equipment for which the purchase price has not been reimbursed, including Equipment owned or leased by Maker or third party, Maker agrees to cooperate with TCEQ, and/or its agents and contractors, to allow for the continued use of such Equipment on the Site. Maker will use reasonable efforts to secure any necessary agreements to transfer to TCEQ, and/or its agents or contractors, the rights to use, or authorize others to use, the Equipment for purposes of remediating media containing petroleum contamination. Alternatively, TCEQ may, at its discretion, require that any such Equipment be removed from the Site by Maker. A list of Equipment, if any, for which the purchase price has not been reimbursed and is owned or leased by Maker or a third party, is included on the Remediation Equipment Inventory form (Attachment 2c).

Maker agrees to inform the TCEQ in writing prior to removing, conveying or otherwise affecting the unrestricted use of the Equipment during the term of this Agreement.



**State Lead Transfer Application**  
**Attachment 2b – Equipment Use Agreement-Assignee/Contractor**  
**(cont'd)**

**LPST ID No. :** \_\_\_\_\_

**Facility Name :** \_\_\_\_\_

This Equipment Use Agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20

By: \_\_\_\_\_  
Maker (Signature)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Maker (Print Name)

By: \_\_\_\_\_  
TCEQ Representative (Signature)

\_\_\_\_\_  
TCEQ Representative (Print Name)

# State Lead Transfer Application

## Attachment 2c – Remediation System Equipment Inventory

LPST ID No. : \_\_\_\_\_

Facility Name : \_\_\_\_\_

**A. Type of System (check all that apply)**

Soil vapor extraction	Groundwater extraction	Air sparging
Dual phase extraction:    single pump setup	2-pump setup	Other (describe):
Was system equipment:    purchased?	leased?	If leased, on what date does the lease end?

**B. Major Equipment**

Quantity	Equipment	Capacity (i.e., gpm or cfm rating, or size as appropriate)	Quantity	Equipment	Capacity (i.e., gpm or cfm rating, or size as appropriate)
	Air Stripper			Internal Combustion Engine (ICE)	
	Air/Water Separator			Liquid Ring Pump	
	Biocide Injection			Oil/Water Separator	
	Blower			Particulate Filter	
	Catalytic Oxidizer			Product Tank	
	Carbon Vessels			Sequestriant Injection	
	Compressor			Thermal Oxidizer	
	Control Panel			Transfer Pumps	
	Heat Exchangers			Transfer/Holding Tank	

**C. Other Info (Please ensure that the following items are collected and available to the State Lead Contractor)**

Available	Unavailable	Not Applicable	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	As-Built Construction Drawings
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P&IDs w/Sampling Ports, High/Low Level Alarms, Switches, etc.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electrician's Diagrams
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Surveys
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Owner's Manuals
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Warranties
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Equipment lease agreement
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Keys (Monitor well, fence, etc.)

**Utilities**

1	Type of Utility:			
	Utility Provider:		Account Number:	
2	Type of Utility:			
	Utility Provider:		Account Number:	
3	Type of Utility:			
	Utility Provider:		Account Number:	

**Permits**

1	Type of Permit (e.g., Water or Air Discharge, Injection, etc.):			
	Permit Number:		Expiration Date:	
	Entity Issuing Permit:			
	Contact Name:		Phone:	
2	Type of Permit (e.g., Water or Air Discharge, Injection, etc.):			
	Permit Number:		Expiration Date:	
	Entity Issuing Permit:			
	Contact Name:		Phone:	
3	Type of Permit (e.g., Water or Air Discharge, Injection, etc.):			
	Permit Number:		Expiration Date:	
	Entity Issuing Permit:			
	Contact Name:		Phone:	

# State Lead Transfer Application

## Attachment 2c – Remediation System Equipment Inventory (cont'd)

LPST ID No. : \_\_\_\_\_

Facility Name : \_\_\_\_\_

<b>D. System Operation</b>
<ol style="list-style-type: none"> <li>1. When was the system last operated?</li> <li>2. What is the current operational status of the system?</li> <li>3. If the system is shut down, what is the reason for the shutdown?</li>         <li>4. Have there been any issues/problems related to the operation of the system? If so, please describe.</li>         <li>5. Is there any system equipment not located on site (e.g., under repair, stored at another facility, etc.)? If so, please describe.</li>         <li>6. Is there any other information that would aid in continued system operation?</li> </ol>

**Other equipment for which the purchase price has not been reimbursed, including Equipment owned or leased by Maker or third party:**

Description of Equipment	Name of owner	Make/Model/ Serial number