

INSPECTION REPORT

Inspection Entry Date/Time	09/21/2023 08:30 AM (CT)	Announced: Yes		
Inspection Exit Date/Time	9/28/2023 02:50 AM (CT) 10/02/2023 08:00 AM (CT) Closing Conference	Access: Granted		
Regulatory Program	RCRA			
Type of Inspection	Compliance Evaluation Inspection (CEI)			
Company Name	Brownsville Navigation District (BND)			
Facility or Site Name	Port Of Brownsville			
Facility/Site Identifier	TXT982814022			
Facility/Site Physical Address	1000 Foust Road			
City, State, Zip Code	Brownsville, TX 78521			
County/Borough	Cameron			
Generator Status	LQG			
NAICS	488310			
Type of Operation	Port located on the U.S.-Mexico border.			
Geographic Coordinates	25.931543, -97.498768			
Mailing Address/Secondary Address	1000 Foust Road, Brownsville, TX 78521 Address currently in RCRAInfo: Hwy 511 1/4 M Ne on Hwy 48 (aka 5100 RL Ostos Rd), Brownsville, TX 78523			
City, State, Zip Code	Brownsville, TX 78521			
Permit Number (If Applicable)	Not Applicable			
Additional Persons Participating in Inspection:				
Name	Title	Organization	Email	Phone
Erin Young-Dahl	Inspector	EPA REGION 6	Youngdahl.erin@epa.gov	(214) 665-3166
Joyce Johnson	Inspector	EPA REGION 6	Johnson.joyce-r6@epa.gov	(214) 665-8548
Lead Inspector:				
Dedriel Gardner				[Date]
	EPA REGION 6	Gardner.Dedriel@epa.gov		(913) 551-7049
Supervisor Review:				
Debra Pandak				[Date]
	EPA REGION 6	Pandak.debra@epa.gov		

SECTION I – INTRODUCTION**Site Entry and Purpose of the Inspection**

Type of inspection: Focused Compliance Evaluation Inspection (CEI)

The Port of Brownsville (POB) and its tenants were selected for inspection based on an Environmental Justice and Regional initiative to evaluate facilities at ports receiving or transporting Resource Conservation and Recovery Act-regulated hazardous wastes. On 9/15/23, I contacted POB to announce the inspection, but asked that it be unannounced to the tenants. I provided the POB a list of tenants that had a MARPOL Annex V Certificate of Adequacy (COA) issued by the U.S. Coast Guard (USCG). MARPOL Annex V's contains regulations designed to prevent garbage pollution from ships. "Garbage" is broadly defined and may include RCRA-regulated wastes.

This report is based on information supplied by the POB, tenant representatives, inspector observations, and records including photographs taken, verbal or written statements made during or after the on-site inspection, and materials shown, demonstrated, or submitted to the EPA during or after the on-site inspection. In addition, information gathered prior to or after the inspection from a review of EPA, State, and public records may be included in this report.

Attendees

Title/Organization	Name	Phone	Email	Opening Conf.	Closing Conf.
Lead Inspector/ Enforcement Officer/EPA Region 6	Dedriel Gardner	(913) 551- 7049	Gardner.Dedriel@epa.gov	Yes	Yes
Inspector/Enforcement Officer/EPA Region 6	Joyce Johnson	(214) 665- 8548	Johnson.joyce-r6@epa.gov	Yes	Yes
RCRA Inspector/Enforcement Officer/EPA, Region 6	Erin Young- Dahl	(214) 665- 3166	YoungDahl.erin@epa.gov	Yes	Yes
Port Director and CEO/POB	Eduardo A. Campirano	(956) 838- 7007	EACampirano@PortofBrownsville.com	Yes	Yes
Deputy Port Director of Administration/POB	Melinda Rodriguez	(956) 838- 7010	MRodriguez@PortofBrownsville.com	Yes	Yes
Deputy Port Director of Operations/POB	Anturo Gomez	(956) 838- 7030	AGomez@PortofBrownsville.com	Yes	Yes
Director of Administrative Services /POB	Margie Recio	(956) 838- 7021	MRecio@PortofBrownsville.com	Yes	Yes
Environmental Investigator/Texas Commission on Environmental Quality (TCEQ), Region 15 - Harlingen	Raymond P. Everitt (only 9/25/2023 through the Sunoco inspection)	(956) 430- 6025	raymond.everitt@tceq.texas.gov	Yes	No

Opening Conference

On 9/21/2023, EPA Region 6 inspectors Dedriel Gardner (Lead), Erin Young-Dahl, and Joyce Johnson arrived at the POB Administrative Offices, located at 1000 Foust Road, Brownsville, TX 78521, at 08:30 AM (CT) for an opening conference. Ms. Gardner presented her credentials and informed Eduardo A. Campirano, Port Director, and CEO, that we were conducting an inspection to determine compliance with the Resource Conservation and Recovery Act (RCRA). We made introductions, attendees signed the attendance log (Appendix 2), and I provided a summary of the purpose of EPA's visit and EPA's authority under RCRA Section 3007 to perform the inspection. I also discussed the confidentiality notice provided during the inspection. At the end of the inspection, POB made no CBI claims.

Mr. Campirano provided an overview of the Port operations, summarized as follows:

- POB is the largest land-owning public port in the U.S with 40,000 acres of land. However, only a small amount is developed. The docks are public.
- POB is a landlord port that leases property to tenants for up to 50 years to develop. See Appendix 3 for sample lease.
- POB is a 17-mile-long ship channel. It has about 70 tenants, 19 docks, and 18 sheds and patios.
- POB contains multiple ship recyclers and one large fabricator of offshore drilling platforms.
- POB does not coordinate the removal of waste from ships. This activity is typically managed by a ship agent.
- POB handles a variety of cargo including steel, aluminum, minerals, gasoline, diesel, and windmill components. They offer other services including terminals for liquids, break bulk, steel fabrication, storage, crane services, towing and tug services. POB owns three cranes used (since the early 2000s) for loading and unloading large pieces of cargo when requested by the tenant. Mr. Campirano stated that he is not aware of any of the cargo ever being waste.
- POB prepares a daily berth report that logs the cargo to be unloaded for which I requested documentation for the last three months.
- POB provided a sample daily berth log consisting of the 9/21/2023 log, a shed/patio inventory, and a weekly picture log (see Appendix 4).
- In Mr. Campirano's 16 years at the port, he has not been aware of any wastes being unloaded or loaded.
- POB provided a Port layout identifying the MARPOL Annex V targets on EPA's list (Appendix 5).

Facility/Site Information

Number of employees	Unknown.
Length of Facility at this Location	Since 5/16/1936.
Operating Hours	24 hours, seven days per week. Administration hours are 8:00 am to 5:00 pm, Monday – Friday.
Safety Training Provided to Inspector(s)?	No. Not required
Size of Facility	POB owns 40,000 acres.
What type of generator facility notified?	The facility is not aware of ever notifying as a hazardous waste generator. The Texas Commission on Environmental Quality (TCEQ) provided facility information in 1991 as an LQG.
What type of generator facility verified as?	Generator status not verified as this was a focused inspection to evaluate facilities at ports receiving or transporting RCRA regulated hazardous wastes.

Process Description

The POB is the only deepwater port located on the U.S.-Mexico Border. It is governed by three elected Commissioners, i.e., the Brownsville Navigation District (BND) Board of Commissioners. The BND is a subdivision of the State of Texas and establishes the policies, rules, rates, and regulations and approves all contractual obligations.

After the review of port operations and tenants, the EPA team (Ms. Young-Dahl, Ms. Johnson, and myself) commenced with a visual inspection of the POB. During each tenant visit, EPA completed a checklist designed for assessing transfer and transportation facilities. The tenants visited are listed in Appendix 6 and are described as follows:

Tenant(s) – In alphabetical order.

Tenant/Area	Inspection Date	Process Description	Area of Concern
ABC Gulf Coast Terminal (ABC)/Gulf Coast Petroleum Services (GCPS)	9/27/23	Both ABC and GCPS operate at this site. ABC receives, stores, and ships out diesel. Recently started receiving and shipping ethanol and naphtha without any tank storage. GCPS cleans out “base oil” (i.e., no additives) storage tanks at other terminals.	Yes
Brownsville Gulfside Warehouse	9/28/23	Leases space in nine warehouses to customers. Currently, storing mostly super sacks of cement and aluminum oxide, pallets of metal ingots, and other waste like materials.	Yes
Warehouse #1	9/28/23	Warehouse storing materials, including waste-like materials.	Yes
Warehouse #2	9/28/23	Warehouse storing materials, including waste-like materials.	Yes
Warehouse #3	9/28/23	Warehouse storing materials, including waste-like materials.	Yes
Cemex Brownsville Ready-Mix Plant	9/25/23	Concrete plant. Does not transport or accept off-site wastes.	No
CITGO Petroleum - Brownsville Terminal (TXD987993300)	9/21/23	Stores petroleum products. Does not transport or accept off-site wastes except for small amounts of universal waste batteries and lamps, accumulated and shipped offsite as needed.	No
Gulf Stream Marine	9/22/23	Stevedoring company. Process information claimed CBI.	No
Dock 15	9/22/23	Process information claimed CBI.	No
Warehouse #1 & #2	9/22/23	Process information claimed CBI.	No
Dock 16	9/22/23	Process information claimed CBI.	No
GSM Warehouse	9/22/23	Process information claimed CBI.	No
Patio 20	9/22/23	Process information claimed CBI.	No
Patio 22	9/22/23	Process information claimed CBI.	No
Heavy Duty Equipment (HDE) (part of Dix Industries)	9/27/23	Dix Industries includes HDE, Dix Shipping. A fourth entity, Dix Agency Brownsville LP, shares office space with Dix Industries. HDE repairs machinery used by Dix Industries,	Yes

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		especially Dix Shipping. Does not transport or accept off-site wastes.	
International Ship Breaking	9/27/23	European Metal Recycling (EMR) is the parent company of International Shipbreaking. The facility has government contracts with Defense Logistics Agency and the US Navy to float, dismantle, and recycle decommissioned ships. Also accepts ships from foreign countries; the U.S. government vets facilities who receive ships for recycling. If a facility is selected to receive a ship, an environmental assessment must be submitted for hazardous materials removal.	Yes
MOTUS T1, LLC	9/21/23	Terminal that stores paraffin wax, base lubricant oils, and diesel. One lube oil product spill noted, however, it was in a lined containment area (see Photo 1). Does not transport or accept off-site wastes.	No
Nustar	9/27/23	Station receives refined fuel products via pipeline, then meters and transfers them via outlet pipeline to third-party terminals. Does not transport or accept off-site wastes. The Corpus Christi location accepts garbage from foreign ships.	No
Seatrium Amfels, Inc. (TXD988078077)	9/26/23	Marine vessel repair and fabrication facility. Currently only building new vessels as the facility has not conducted any repairs in over 10 years.	Yes
Signet Maritime	9/22/23	Operates three ships (tugboats) that are used for barge shifting, ship escort, and off-docking ships. Also assists five (5) dismantling facilities (scrap metals and ship breaking) with moving ships to their work locations. Does not transport or accept off-site wastes.	Yes
Snodgrass, Inc.	9/25 and 26/23	The official name is Snodgrass, Inc. but known as S&S Sales, although not dba S&S Sales. Owns seven shrimp boats that are contracted out. Also, sells diesel for boats.	Yes
Sunoco	9/25/23	Terminal that stores ethenol, diesel, and gasoline. Does not transport or accept off-site wastes.	No
Dock 6	9/25/23	Barges of products are unloaded to fill the bulk storage tanks.	No
Texas Gulf Trawling, LLC	9/26/23	Operates 14 shrimp boats. Sub-leases the property from Marine Railroad and shares space with Zimco, which runs the point-of-sale area.	Yes
TLO Logistics	9/28/23	Trucking company that receives, stores, and ships plastic pellets to customers in Mexico. Also, conducts onsite maintenance of vehicles and machinery and keeps diesel fuel onsite for small equipment. Does not transport or accept off-site wastes.	Yes
Valero Brownsville Terminal (VBT)	9/22/23	VBT is operated by Gulf Coast Petroleum Services (GCPS) and receives, stores, blends if needed, and ships out the base form of liquid asphalt for use primarily on roads.	Yes

Vulcan Materials Co. - Brownsville Shipyard	9/22/23	Shipyard that loads and unloads rock aggregate. Does not store, generate, or offload hazardous waste or used oil.	No
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On 9/28/2023, EPA also drove by the following open areas and no apparent concerns were noted: Dock 3 (no activity); Oil Dock 6 (no activity); Oil Dock 5 (barge unloading); Oil Dock 2 (empty and maintenance being conducted on piping); Oil Dock 1 (no activity); and Cargo Dock 3 (no activity).

SECTION II – OBSERVATIONS – In alphabetical order.

Tenant: ABC Gulf Coast Terminal (ABC)/Gulf Coast Petroleum Services (GCPS)			
Observation #: DG1-OB-014	Date: 09/27/2023, 9:15 A.M.	Contains AOC: Yes	Contains CBI: No
Lead Inspector: Dedriel Gardner Attendees: Frank Cunningham (Consultant and Assistant Facility Security Officer), Fred Figueroa (Managing Partner of ABC and Owner/Operator of GCPS)			
Mr. Figueroa and Mr. Cunningham explained both facilities operations. ABC does not receive or transport any wastes. Waste generated onsite by ABC includes used oil and hydraulic fluid from heavy equipment maintenance. The EPA team observed one labeled tote about two-thirds full of used oil. GCPS cleans out base oil storage tanks only. When a terminal contracts with them, GCPS removes tank bottoms with steam and water. Mr. Cunningham stated that they conduct this service about one to two times per month, although this could vary. Mr. Figueroa stated that GCPS generates about 50 to 200 gallons of tank bottoms per tank clean out and they may clean more than one tank per job. If the volume of tank bottoms is low, GCPS's employees use a sump pump to suction out the waste into totes that are placed on a flatbed truck. GCPS employees then transports the totes to ABC/GCPS or VBT for temporary storage. Bright Star Environmental Services, LLC (Bright Star) (TXR000080600) arrives and uses a vac truck to pump out the totes and transport the tank bottoms to Bright Star (see Appendix 7). Mr. Figueroa and Mr. Cunningham did not know what Bright Star did with the waste, and I therefore requested this information. Depending on the job size, Mr. Cunningham estimated that on one out of five jobs, GCPS self-transport up to about 1200 gallons total (based on the estimate that each tote holds about 200 gallons) from the job site to ABC/GCPS or VBT. If the volume is high, GCPS has a vacuum truck company vacuum the tank bottoms into totes that are then taken by GCPS to ABC/GCPS or VBT. Mr. Cunningham stated that GCPS has four vacuum truck companies they use, including Double J Vacuum Service (in Rio Grande City, TX) and Mo Vac (in Edinburg, TX). He could not recall the other two names, and I therefore requested this information. Mr. Figueroa stated that if the volume is over 5000 gallons (i.e., a truck load), the tank bottoms are taken directly from the terminal job site to Bright Star. Mr. Figueroa stated that the tank bottoms are temporarily stored no more than a week at ABC, GCPS, or VBT prior to collection by Bright Star. He stated that the used oil we observed at VBT on 9/22/2023, discussed in Observation DG1-OB-005, were generated at KLM Terminal about a week ago. No tank bottoms were observed at ABC/GCPS at the time of the inspection. I asked Mr. Figueroa and Mr. Cunningham if they had any shipping documents of the tank bottoms transported from the terminal job sites to ABC/GCPS or VBT, and they stated they did not. However, Mr. Figueroa provided me two sample shipping documents of the tank bottoms transported from ABC, GCPS, or VBT to Bright Star (see Appendix 7). According to these shipping documents, the waste is shipped as used oil. Since the oil had not been used, I asked Mr. Cunningham why they determined it to be used oil and he stated because they pressure wash the tank bottoms out with steam and water. I asked Mr. Figueroa and Mr. Cunningham if they had an EPA ID number and Mr. Cunningham stated yes. However, he was not able to locate it at that time, and I therefore requested this information. [AOC			

#11: Used oil transporter/transfer facilities must notify. – 40 CFR 263.11. **AOC #12:** However, the used oil determination needs to be verified on the base oil tank bottoms. – 40 CFR 262.11.]

Mr. Cunningham stated that they had a MARPOL Annex V COA in the past until around 2014 or 2016 when it was changed to the POB's MARPOL Annex V COA. He tried to locate their old COA at the time but could not. Therefore, he stated if he located it, he would subsequently provide it to the inspection team.

Tenant: Brownsville Gulfside Warehouse (BGW)

Observation #: DG1-OB-016 **Date:** 09/28/2023, 9:30 A.M. **Contains AOC:** Yes **Contains CBI:** No

Lead Inspector: Dedriel Gardner **Attendees:** Belinda Vasquez (Supervisor), Raul Gutierrez (Assistant Supervisor)

Ms. Vasquez explained the warehouse process and stated that the merchandise is not stored long onsite as it moves weekly to monthly. She welcomed EPA to look around unaccompanied and stated that the warehouse doors were all open. The EPA team looked in all nine warehouses and observed mostly supersacks of cement, metal ingots, and aluminum oxide stored. However, in three of the warehouses, we observed over 1000 partially full to full containers of apparently waste-like paint-related materials. **[AOC #14:** Hazardous waste determination not made on waste like materials. – 40 CFR 262.11]. The container sizes included 250-gallon totes, 1 cubic yard boxes, 55-gallon drums, 5-gallon pails, small detailing pens, and gallon-, quart-, and pint-size cans. The containers appeared waste-like because they were old and stored haphazardly, i.e., some had thick cobwebs attached, thick layers of dust, contents separated into phases, open lids with hardened contents, spilled paint on sides, limited access due to inadequate aisle space, and containers falling off pallets. These containers included those listed in Warehouses #1, #2, and #3 (Observations DG1-OB-017, 018, and 019) below.

Tenant: Brownsville Gulfside Warehouse /Warehouse #1

Observation #: DG1-OB-017 **Date:** 09/28/2023 **Contains AOC:** Yes **Contains CBI:** No

Lead Inspector: Dedriel Gardner **Attendees:** Ramiro Yanez (Foreman), JP Vallejo (first day as Assistant Foreman)

The EPA team observed approximately 164 pallets of the various size containers of apparently waste-like materials being stored. **[AOC #14:** Hazardous waste determination not made on waste like materials. – 40 CFR 262.11] See Appendix 1 - Photos 30 thru 49 and Appendix 8 for BGW Photo Layout. Some containers were unlabeled, and others were labeled as follows:

1. "Market Restrictions Must be Relabeled" (Appendix 1-Photos 30-33, 38, and 41-45).
2. Contains toluene, MEK, isobutyl acetate, isopropanol, and methanol. VOC content <= 680 g/L (Appendix 1 Photo 34).
3. "Rework" (Appendix 1 Photo 35).
4. Sherwin Williams, "Trashy", 7/5/2011, "SEKO WORLDWIDE LRD" (Appendix 1 Photo 37).
5. "Purple" 11/16/18 (Appendix 1 Photos 47 and 48).

Mr. Yanez arrived while we were visually inspecting this area. I introduced myself, told him that we had met Ms. Vasquez who told us we could look around, and asked him about these materials. Mr. Yanez stated through an interpreter (JP Vallejo) that they were not waste. Mr. Yanez stated that this material

came in by truck from Mexico and customers will come and get it by truck to take it back to Mexico for use. I asked Mr. Yanez why they bring it to the U.S. just to turn around and take it back to Mexico. He did not have an answer. Mr. Yanez stated that it was all latex water base paints, however we observed some containers that were labeled as containing solvents and oil base paints. I asked Mr. Yanez how long this material had been stored here and he stated about three years. However, I told him I observed some containers dated 2018 and Mr. Yanez stated yes, those containers had been there for five to six years.

Tenant: Brownsville Gulfside Warehouse /Warehouse #2

Observation #: DG1-OB-018 **Date:** 09/28/2023 **Contains AOC:** Yes **Contains CBI:** No

Lead Inspector: Dedriel Gardner **Attendees:** None

The EPA team observed over 220 containers of the various size containers. [**AOC #14:** *Hazardous waste determination not made on waste like materials. – 40 CFR 262.11*]. (See Appendix 1 - Photos 50 thru 65 and Appendix 8 for BGW Photo Layout) They included some that were unlabeled, and others were labeled as follows:

1. "Market Restrictions Must be Relabeled" (Appendix 1 Photos 57-59).
2. "FLAMMABLE" and "DO NOT DOUBLE STACK" although they were double stacked (Appendix 1 Photos 50 and 51).
3. "Production Sample" Sherwin-Williams, 4/8/2009 (Appendix 1 Photo 52).
4. Buckets dated 8/19/2021 (Appendix 1 Photo 53).
5. Stacked pallets of paint-related materials where at some point the top pallet appeared to have container(s) that leaked onto the outer plastic wrapping (Appendix 1 Photos 54 and 55).
6. Drum dated 4/16/2013 (Appendix 1 Photo 56).
7. Drum labeled "Whites Skimming" and another "White Clumps" and dated 4/29/2013 (Appendix 1 Photo 60).
8. Production date of 5/22/2014 (Appendix 1 Photo 63).

Tenant: Brownsville Gulfside Warehouse /Warehouse #3

Observation #: DG1-OB-019 **Date:** 09/28/2023 **Contains AOC:** Yes **Contains CBI:** No

Lead Inspector: Dedriel Gardner **Attendees:** None

The EPA team observed over 750 containers of waste like materials being stored. [**AOC #14:** *Hazardous waste determination not made on waste like materials. – 40 CFR 262.11*] See Appendix 1 Photos 66 thru 71 and Appendix 8 for BGW Photo Layout.

1. Over 550 55-gallon drums labeled Momentive "Use before" date 4/14/2019 and as containing alkyl alcohol and trade secrets (Appendix 1 Photos 70 and 71).
2. Over 200 containers of approximately 3-gallon pails of Sherwin Williams fence paint containing 2,2',2''-(hexahydro-1,3,5-triazine-1,3,5-triyl) triethanol and 1,2-benzisothiazol-3(2H)-one that appeared to have been used as paint drips were on the container sides (Appendix 1 Photos 66-68).

Tenant: Heavy Duty Equipment (part of Dix Industries)

Observation #: DG1-OB-013 **Date:** 09/27/2023, 9:30 A.M. **Contains AOC:** Yes **Contains CBI:** No

Lead Inspector: Erin Young-Dahl **Attendees:** Charles Cantrell (Diesel Mechanic), Miguel Estrada (Shop Manager), Lee Ostos (Owner/President), Sal Ortiz (Agent)

Mr. Cantrell explained the facility operations. After a walking tour, the EPA team met Mr. Estrada and Mr. Ostos at the Dix Industries office, located at 400 R.L. Ostos Road. HDE accepts no garbage or waste from offsite but does generate used oil onsite. While we toured the facility, we saw a used oil tank that was closed and in good condition but unlabeled. In the shop, we observed an unlabeled 55-gallon drum used to accumulate used oil. *[AOC #9: Used oil storage containers and tank unlabeled. – 40 CFR 279.22(c)(1)]* Nearby, three unlabeled 55-gallon metal drums were stored on a pallet next to a shipping container. One drum was empty, as it had spilled approximately 2 weeks prior, one drum was 2/3 full of hydraulic oil, and one drum 2/3 full of an unknown liquid. A partially full tote in the parking area also held an unknown liquid. See Photos 25 and 26. *[AOC #10: Hazardous waste determination on unknowns. – 40 CFR 262.11.]* We spoke to Mr. Cantrell, Mr. Estrada, and Mr. Ostos about labeling the used oil tank and containers and about performing waste determinations on the containers of mystery liquid. Follow-up information requests include EPA ID numbers and waste determinations.

After we closed out with Mr. Cantrell, Mr. Estrada, and Mr. Ostos, we spoke with Mr. Ortiz about the role of Dix Agency Brownsville LP (Dix Agency) at the Port. Mr. Ortiz explained that Dix Agency coordinates the removal of any waste onboard a vessel but does not do the actual unloading itself. Trash is picked up by Brownsville Mooring (contact information provided) and transported to a nearby landfill, but Brownsville Mooring does not lease or occupy any terminal space at the Port. Mr. Ortiz further explained that there are no designated launch companies (which travel out to an anchored ship offshore for crew changes, maintenance, etc.) at the Port.

Tenant: International Ship Breaking

Observation #: DG1-OB-015 **Date:** 09/27/2023, 2:35 P.M. **Contains AOC:** Yes **Contains CBI:** No

Lead Inspector: Joyce Johnson **Attendees:** Chris Green (President), Keith Jud (Environmental Manager)

Mr. Jud and Mr. Green (via phone) explained facility operations before taking us on a tour of the facility. During the tour, we observed scrap metal accumulation piles, totes of AFFF firefighting foam, and the central waste accumulation area.

Hazardous waste is disposed of when found, starting with asbestos remediation, PCBs, mercury, and others. EMR removes hazardous waste from the ground as part of a yard sweep and sends it for RCRA analysis prior to disposal. The Navy will never transfer ownership of a ship until the cutting starts. Approximately 97% of a ship goes for recycling and 3% for disposal. EMR has a contract with US Ecology to dispose of AFFF firefighting foam that is RCRA non-hazardous but contains low levels of perfluorooctanesulfonic acid. Class 1 landfill will solidify and dispose of the AFFF.

The EPA team observed spent lamps stored on the ground in storage area. The bulb crushing drum was improperly labeled. See Photos 27 – 29. *[AOC #13: Failure to meet the universal waste lamp standards. – 40 CFR 273]*

Tenant: Seatrrium Amfels, Inc. (Seatrrium), formerly Keppel Amfels (TXD988078077)

Observation #: DG1-OB-011 **Date:** 09/26/2023, 12:54 P.M. **Contains AOC:** Yes **Contains CBI:** No

Lead Inspector: Dedriel Gardner **Attendees:** Victor Bouchot (Health, Safety, Environmental, and Security Manager)

Mr. Bouchot explained the facility operations. When docking for repairs, the vessels come into the port mostly in “dry mode,” meaning it has just enough fuel and lubricant to make it to the dock for repair. Seatrrium has a zero-discharge policy. Vessels may come in for repair with various wastes, including ballast water, mud, sediment, salt water, used oil, bilge waste, oily water, and grey water (sewage, kitchen, laundry wastewaters). These wastes remain on the vessel unless the customer requests Seatrrium remove them as part of the service or Seatrrium must remove it in order to make repairs. Onboard wastes are not removed until the vessel is moored and Seatrrium takes possession of it. Seatrrium manages any wastes removed as the generator. The wastes, along with other wastes Seatrrium generates onsite, are accumulated in containers, and stored on Seatrrium’s Waste Management Pad. Wastes are shipped offsite to Safety Kleen, Valley Solvents and Chemicals (Corpus Christi, Texas), US Ecology, and MoVac (McAllen, Texas). Other wastes generated by Seatrrium include citric acid water used to clean hydraulic lines, used oil, used oil filters, universal waste paint, wastewater, and off-spec chemicals. Seatrrium does not use the POB wastewater treatment system as it is too small and therefore ship their wastewater offsite. Mr. Bouchot stated that they were a VSQG of hazardous waste.

The EPA team visually inspected the operations on the processing yard, Waste Management Pad (WMP), and scrap yard. On the WMP we observed containers of used oil, lead batteries, wastes pending analyses, used oil filters and wastewater from yard equipment. Also, we observed two used oil tanks labeled “Waste Oil” as opposed to “Used Oil” which Mr. Bouchot stated he would change.

[AOC #8: Used oil storage containers unlabeled. – 40 CFR 279.22(c)(1)]

Seatrrium has a MARPOL Annex V Certificate of Adequacy (COA) (Appendix 1 - Photo 24) in case they receive waste at their docks that is shipped offsite by others. This happens when Seatrrium receives a vessel for repair that does not obtain US Coast Guard clearance for Seatrrium to board due to materials onboard failing inspection. In this case, the ship’s agent would arrange to have the waste removed from the ship while moored at Seatrrium’s dock. Mr. Bouchot gave two examples of this occurrence from over 10 years ago and stated that he would have to go back in their files for documentation of these shipments and would email them to EPA along with others if they occurred later.

Tenant: Signet Maritime

Observation #: DG1-OB-006 **Date:** 09/22/2023, 2:10 P.M. **Contains AOC:** Yes **Contains CBI:** No

Lead Inspector: Joyce Johnson **Attendees:** Joshua Johnson (Senior Manager-Health, Safety and Environmental Quality), Ida Travino (Manager-Logistics), Inocencio “Cheno” Silva III (Manager – Engineering Maintenance and Technical), Captain Reyes R. Martinez Jr. (Senior Master Operations Manager)

Signet Maritime has a MARPOL Annex V approved waste management plan that includes this POB facility (“Signet”) and a facility at 1500 Main Street in Ingleside, TX. The POB facility generates household and paint waste on the ships but does not transport or receive waste from offsite. Annex V is needed for its Ingleside location, where regulated waste is generated. The EPA team observed Signet

Maritime's three tugboats from dockside but did not board the vessels. Bright Star pumps out bilge and ballast water from Signet-owned ships.

Observations during walk through of the facility are as follows: (1) Potential waste determinations needed at point of generation on wet paint prior to letting it dry to dispose of onsite (Appendix 1 Photos 6 - 10) [**AOC #2: Hazardous waste determination not made on paint waste prior to drying. – 40 CFR 262.11**] One to five gallons of paint waste is generated per month; (2) Two totes, each of which were 1/3 full of used oil, had no label to identify the contents; (3) One 55-gallon drum containing used oil filters was not labeled, and (4) One 55-gallon drum containing used oil was not labeled (Appendix 1 Photos 5, 11 and 12). Signet generates used oil from performing oil changes on their three ships. [**AOC #3: Used oil storage containers unlabeled. – 40 CFR 279.22(c)(1)**]

Tenant: Snodgrass, Inc.

Observation #: DG1-OB-009 **Date:** 09/25&26/2023, 2:25 P.M. **Contains AOC:** Yes **Contains CBI:** No

Lead Inspector: Dedriel Gardner **Attendees:** Liz Torres (Bookkeeper), Chuy Jesus Palacios (Supervisor), Gilbert Capistran (Labor Worker and husband to owner's niece), Sam Snodgrass (Owner/President)

Ms. Torres stated that all the non-shrimp waste (garbage such as groceries) from the boats is disposed of in the general trash. Domestic sewage waste is released into the Gulf of Mexico during the shrimpers' time actively shrimping. They do not transport or receive waste from vessels owned by other entities. Ms. Torres did not believe they had a MARPOL Annex V COA or an EPA ID number but would check and let EPA know.

Ms. Torres told Mr. Palacios to show the EPA team around the facility. We met Mr. Capistran, who interpreted for Mr. Palacios and provided information. The boats are cleaned and maintained after each trip. Wastes generated include:

1. Wastes handled as used oil and collected by H&H Oil (EPA ID #TXR000081484):
 - a. Bilge wastewater from cleaning the bilges, engine rooms, and freezers that consists mostly of water and a small amount of oil from engine oil leaks. It is collected in approximately 250-gallon totes that are vacuumed out by H&H Oil about once every two weeks. Approximately four totes are generated during those two weeks. Near the dock, we observed one open and unlabeled tote about half full and being filled (Appendix 1 Photo 21). On the facility's southwest side, we observed three open and unlabeled totes about $\frac{3}{4}$, $\frac{1}{4}$, and $\frac{1}{2}$ full (Appendix 1 Photo 20). [**AOC #4: Used oil storage containers unlabeled. – 40 CFR 279.22(c)(1)**]. Also, we observed a bilge wastewater spill, approximately three feet in diameter, near one of the totes (Appendix 1 Photo 20). [**AOC #5: Used oil spill not cleaned up. – 40 CFR 279.22(d)(3)**]
 - b. Bilge oily waste from draining the engine oil. It is accumulated in an unlabeled, approximately 1000-gallon, above ground tank. [**AOC #4: Used oil storage tank unlabeled. – 40 CFR 279.22(c)(1)**]
 - c. Diesel tank residue water from cleaning out the boats' diesel tanks. It is collected in unlabeled 55-gallon drums. On the facility's southwest side, we observed two partially full drums about $\frac{1}{2}$ and $\frac{2}{3}$ full of this waste that had been generated on September 21, 2023 (Appendix 1 Photos 17 and 19). This waste does not appear to meet the used oil definition.

[AOC #6: Hazardous waste determination of diesel fuel as used oil did not appear adequate. – 40 CFR 262.11]

- d. Used oil filters from boat engines that are collected in containers.
2. Net paint dip waste consisting of the hardened paint that forms on top of the paint inside the dip tank. About four to five 5-gallon pails are generated per month and are disposed of in the general trash. We observed a paint spill (about 10 ft²) in front of the dip tank that had been accumulating “over time” (over 30 years according to Mr. Snodgrass) (Appendix 1 Photo 13) and two open unlabeled 5-gallon pails of this waste (see Photos 14 -16). They did not know if this paint waste was a hazardous waste. **[AOC #6: Hazardous waste determination not made on net paint dip waste. – 40 CFR 262.11]**
3. General trash removed from the boats and collected by GMS Waste Disposal (Brownsville, TX).
4. We observed on the southeast side of the facility an open unlabeled black drum containing an unknown wastewater with a thin black film on top that was generated 9/21/23. Mr. Capistran inserted a stick into the wastewater to verify that it was not an oily layer on top (Appendix 1 Photos 18 and 19). **[AOC #6: Hazardous waste determination not made on unknown drum. – 40 CFR 22.11]**

On 9/26/23, I summarized what we discussed and observed the previous day with Mr. Snodgrass. However, Mr. Snodgrass stated that he had been away for about five to six years while his son operated the business. His son died unexpectedly about a month ago and Mr. Snodgrass has returned trying to continue the business for now. Therefore, he was not able to verify many of the operational questions. Mr. Snodgrass stated that he does not know why they have a MARPOL Annex V COA as he does not know what it is. He stated that they do not receive or transport waste or used oil from other vessels, just their own.

Tenant: Texas Gulf Trawling, LLC (TGT)

Observation #: DG1-OB-010 **Date:** 09/26/2023, 9:15 A.M **Contains AOC:** Yes **Contains CBI:** No

Lead Inspector: Erin Young-Dahl **Attendees:** Leonard Leyva (Yard Supervisor)

Mr. Leyva explained that TGT does not receive any waste from vessels that are not owned by TGT, and this has been the case for the past approximately 15 years, though TGT still maintains the MARPOL Annex V COA. The facility operations include the unloading of shrimp and garbage generated onboard during the vessel’s time on the water, boat maintenance, and boat refueling. TGT sends non-oily bilge water to the POB water treatment plant via pipeline and segregates any waste oil into 55-gallon drums to be picked up by H&H every month or so. Onsite maintenance activities include oil changes and deck painting.

The EPA team conducted a walking tour with Mr. Leyva and observed twenty-five 55-gallon drums stored and awaiting pickup for disposal or recycling (Appendix 1 Photos 22 – 23). Contents included used oil from oil changes, bilge water, used antifreeze, and bilge tank bottoms. Most drums were in good condition and closed. Few were labeled to indicate their contents. We also observed some drums (< 10) staged by the docks for convenient loading of used oil and bilge sediments to later be moved to the centralized storage area. At the end of the facility tour, we spoke with Mr. Leyva about labeling the drums of used oil and handling of batteries and fluorescent bulbs as universal waste, which was brought up after seeing boxes of new fluorescent bulbs in the warehouse adjacent to the Zimco point-of-sale. **[AOC #7: Used oil storage containers unlabeled. – 40 CFR 279.22(c)(1)]**

Tenant: TLO Logistics			
Observation #: DG1-OB-020	Date: 09/28/2023, 11:40 A.M.	Contains AOC: Yes	Contains CBI: No
Lead Inspector: Erin Young-Dahl Attendees: Max Shane (Assistant Manager), Paul Shane (Manager/Owner)			
The EPA team met Max Shane at the office and Paul Shane while we toured the facility. During the tour, we observed the railcar unloading/truck loading area, equipment, and areas with old machine parts and truck trailers. An old crane at the north end of the facility, which Max Shane said had been there for longer than he had (approximately 1 year) and did not belong to TLO, had a bucket perched on it to catch an oily material that was not actively dripping at the time of the inspection. Two partially full, damaged totes onsite held oily substances. One was unlabeled and one was labeled "Used Motor Oil." We also observed two unlabeled drums partially full containing used oil. See Appendix 1 Photos 72 – 78. We spoke with Max and Paul Shane about Used Oil standards before departing. [AOC #15: Used oil containers unlabeled and in poor condition. – 40 CFR 279.22]			

Tenant: Valero Brownsville Terminal (VBT)			
Observation #: DG1-OB-005	Date: 09/22/2023, 12:55 P.M.	Contains AOC: Yes	Contains CBI: No
Lead Inspector: Dedriel Gardner Attendees: Daniel Figueroa (Assistant Terminal Manager/GCPS employee), Fred Figueroa (GCPS Owner/Operator) and Frank Cunningham (GCPS Consultant and Assistant Facility Security Officer)			
Daniel Figueroa explained the facility operations. Wastes generated onsite include non-hazardous off-specification asphalt (leaks/spills clean up residue), spent lamps, spent batteries, and general trash. Daniel Figueroa stated that no hazardous waste is generated onsite, and they have not notified as a hazardous waste generator. During the tour, we met Fred Figueroa and Frank Cunningham. On the facility's west side, we observed five approximately 250-gallon totes stored on a flatbed truck (Appendix 1 Photo 4). They were unlabeled and partially full (about 1/10th, 1/12th, and 1/4th full, and two that Fred Figueroa stated were not empty, but the volumes were unknown). Fred Figueroa stated that these totes belong to GCPS and are used when GCPS cleans up a spill. Fred Figueroa stated that the totes currently contain used oil that was generated about a week ago. [AOC #1: Used oil storage containers unlabeled. – 40 CFR 279.22(c)(1)]. He stated that they have a company to vacuum out the totes (name not provided at the time). See GCPS discussion in Observation #DG1-OB-014. Also, we observed boxes of old insulation in a warehouse that Daniel Figueroa stated were the wrong size and could not be used (Appendix 1 Photos 2 and 3). However, Fred Figueroa later stated that they plan to use them as needed. Fred Figueroa stated that he last used them about a year ago which he could provide documentation. Facility representatives did not know why VBT had a MARPOL Annex V COA. They believed VBT may have obtained a COA for all their facilities to ensure they were covered if needed. However, they stated that this VBT facility never received or transported hazardous waste. Mr. Cunningham stated that years ago, due to POB security issues each POB tenant had their own Annex V COA. Mr. Cunningham stated that this was a part of their lease agreement. However, about five years ago, the POB obtained one Annex V COA for all the tenants to operate under.			

SECTION III – RECORDS REVIEW

No RCRA regulated records reviewed during this focused onsite inspection.

SECTION IV – AREA OF CONCERN

The presentation of Area(s) of Concern does not constitute a formal compliance determination or violation.

Tenant: Valero Brownsville Terminal		
AOC #1 – Used oil storage containers must be labeled “Used Oil”.	Citation: 40 CFR 279.22(c)(1)	Section: DG1-OB-005
Tenant: Signet Maritime		
AOC #2 – A hazardous waste determination must be made on each solid waste – paint waste before drying.	Citation: 40 CFR 262.11	Section: DG1-OB-006
AOC #3 – Used oil storage containers must be labeled “Used Oil”.	Citation: 40 CFR 279.22(c)(1)	Section: DG1-OB-006
Tenant: Snodgrass, Inc.		
AOC #4 – Used oil storage containers and tank must be labeled “Used Oil”.	Citation: 40 CFR 279.22(c)(1)	Section: DG1-OB-009
AOC #5 – Used oil spills must be cleaned up upon detection of a release.	Citation: 40 CFR 279.22(d)(3)	Section: DG1-OB-009
AOC #6 – A hazardous waste determination must be made on each solid waste – diesel as used oil, net paint dip waste, and drum of unknown with black film on top.	Citation: 40 CFR 262.11	Section: DG1-OB-009
Tenant: Texas Gulf Trawling, LLC		
AOC #7 – Used oil storage containers must be labeled “Used Oil”.	Citation: 40 CFR 279.22(c)(1)	Section: DG1-OB-010
Tenant: Seatrium Amfels, Inc. (TXD988078077)		
AOC #8 – Used oil storage containers must be labeled “Used Oil”.	Citation: 40 CFR 279.22(c)(1)	Section: DG1-OB-011
Tenant: Heavy Duty Equipment (part of Dix Industries)		
AOC #9 – Used oil storage containers and tank must be labeled “Used Oil”.	Citation: 40 CFR 279.22(c)(1)	Section: DG1-OB-013
AOC #10 – A hazardous waste determination must be made on each solid waste – unknowns in drums	Citation: 40 CFR 262.11	Section: DG1-OB-013

Tenant: ABC Gulf Coast Terminal/Gulf Coast Petroleum Services		
AOC #11 – Used oil transporter/transfer facilities must notify. AOC #12 – The used oil determination needs to be verified on the base oil tank bottoms.	Citations: 40 CFR 263.11 and 40 CFR 262.11	Section: DG1-OB-014
Tenant: International Ship Breaking		
AOC #13: Universal waste management must comply with the universal waste lamp standards.	Citation: 40 CFR 273	Section: DG1-OB-015
Tenant: Brownsville Gulfside Warehouse		
AOC #14: Hazardous waste determination must be made on each solid waste – waste like materials.	Citation: 40 CFR 262.11	Sections: DG1-OB-016, DG1-OB-017, DG1-OB-018, and DG1-OB-019
Tenant: TLO Logistics		
AOC #15 – Used oil storage containers must be labeled “Used Oil” and in good condition.	Citation: 40 CFR 279.22	Section: DG1-OB-020

SECTION V – CLOSING CONFERENCE AND FOLLOW UP

Closing Conference

The onsite inspection was completed on 9/28/2023 and the closing conference held by phone on 10/2/2023 at 8:00 A.M. During the closing conference, the following items were discussed:

1. Mr. Campirano stated that during the inspection the Harbor Master informed them that the POB has an Annex V COA because they are required to by the USCG. This ensures that the ships docking at the POB have a provider available to contract to handle their garbage/waste (e.g., ballast water) in a timely manner. Mr. Campirano stated that POB uses Nature's Group (Corpus Christi) as their provider. However, he stated that the ships’ agents handle the contracting between the two and not POB.
2. The POB will send a copy of their Annex V COA that has a list of tenants that require the COA.
3. The POB will check if the Harbor Master tracks the waste services provided for the ships and let EPA know.
4. EPA will send POB an email requesting additional information regarding the daily berth logs (i.e., Daily Vessel Arrival Charts) emailed on September 28, 2023.
5. EPA will provide POB a list of tenants EPA inspected.
6. Mr. Campirano was not aware of the POB submitting a request for an EPA ID number or that POB’s Maintenance Shop has an EPA ID number. He stated that they will follow-up on this issue and let EPA know.

Follow Up

Any tenant follow-up items are as discussed in each tenants’ observations.

Communication Log

After the inspection, additional information was emailed to EPA including:

1. 9/28/23 POB email -Daily Vessel Arrival Charts (Berth Log) for July, August, and September 2023
2. 10/2/23 POB email - POB's MARPOL Annex V COA Application

SECTION VI – LIST OF APPENDICES

- Appendix 1 - Photo Log
- Appendix 2 - Opening Conference Attendees Sign-in Sheet
- Appendix 3 - Sample POB Tenant Lease
- Appendix 4 - Sample Daily Berth Log Consisting of the September 21,2023 Log, Shed/Patio Inventory, and Weekly Picture Log
- Appendix 5 - Facility Layout of POB Tenants/Docks, Patios, and Sheds with MARPOL Annex V Tenants
- Appendix 6 - List of Tenants Visited
- Appendix 7 - GCPS Bright Star Shipping Documents
- Appendix 8 - BGW Photo Layout

Appendix 1

Photograph Log



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 1

Location: MOTUS T1		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0005

Date of Photo: 9/28/2023

Time of Photo: 11:29 hrs.

Photographer: Erin Young-Dahl

Description: Oil stain on ground under an oil-containing tank access port at Motus.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 2

Location: Valero Brownsville Terminal		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0006

Date of Photo: 9/28/2023

Time of Photo: 13:21 hrs.

Photographer: Erin Young-Dahl

Description: Pipe insulator at Valero.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 3

Location: Valero Brownsville Terminal		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0007

Date of Photo: 9/28/2023

Time of Photo: 13:21 hrs.

Photographer: Erin Young-Dahl

Description: Pipe insulator at Valero



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 4

Location: Valero Brownsville Terminal		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0008

Date of Photo: 9/28/2023

Time of Photo: 13:34 hrs.

Photographer: Erin Young-Dahl

Description: Used oil totes at Valero.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 5

Location: Signet Maritime		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0009

Date of Photo: 9/28/2023

Time of Photo: 14:40 hrs.

Photographer: Erin Young-Dahl

Description: Used oil and oil filter drums at Signet.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 6

Location: Signet Maritime		
City: Brownsville	County/Parish: Cameron	State: Texas

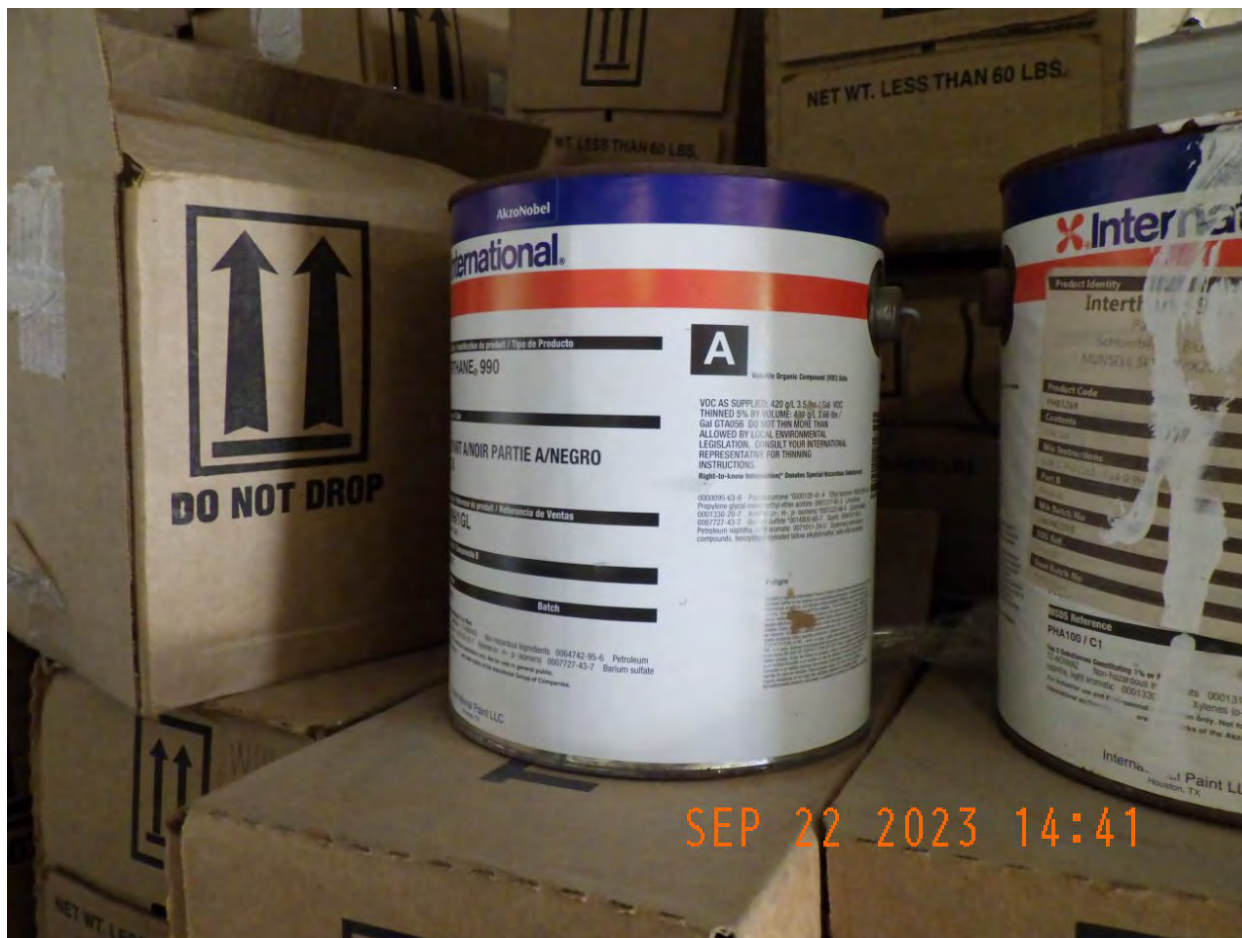


Photo File Name: POB_0010

Date of Photo: 9/28/2023

Time of Photo: 14:41 hrs.

Photographer: Erin Young-Dahl

Description: Part A paint can at Signet.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 7

Location: Signet Maritime		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0011

Date of Photo: 9/28/2023

Time of Photo: 14:41 hrs.

Photographer: Erin Young-Dahl

Description: Paint and paint waste storage area at Signet.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 8

Location: Signet Maritime		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0012

Date of Photo: 9/28/2023

Time of Photo: 14:44 hrs.

Photographer: Erin Young-Dahl

Description: Part A paint can at Signet, rotated.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 9

Location: Signet Maritime		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0013

Date of Photo: 9/28/2023

Time of Photo: 14:45 hrs.

Photographer: Erin Young-Dahl

Description: Part B paint can at Signet.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 10

Location: Signet Maritime		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0014

Date of Photo: 9/28/2023

Time of Photo: 14:45 hrs.

Photographer: Erin Young-Dahl

Description: Part B paint can at Signet, rotated.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 11

Location: Signet Maritime		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0015

Date of Photo: 9/28/2023

Time of Photo: 14:45 hrs.

Photographer: Erin Young-Dahl

Description: Tote labeled "Waste Oil" approximately 1/3 full of used oil at Signet.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 12

Location: Signet Maritime		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0016

Date of Photo: 9/28/2023

Time of Photo: 14:46 hrs.

Photographer: Erin Young-Dahl

Description: Tote labeled "Waste" approximately 1/4 full of used oil at Signet.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 13

Location: Snodgrass, Inc.		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0017

Date of Photo: 9/28/2023

Time of Photo: 15:09 hrs.

Photographer: Erin Young-Dahl

Description: Net paint dipping tank with approximately 2ft x 5ft paint spill on ground in front of tank at Snodgrass.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 14

Location: Snodgrass, Inc.		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0018

Date of Photo: 9/28/2023

Time of Photo: 15:09 hrs.

Photographer: Erin Young-Dahl

Description: Two 5-gallon buckets with waste material from net dipping tank at Snodgrass.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 15

Location: Snodgrass, Inc.		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0019

Date of Photo: 9/28/2023

Time of Photo: 15:09 hrs.

Photographer: Erin Young-Dahl

Description: Close-up of one 5-gallon bucket adjacent to net dipping tank at Snodgrass.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 16

Location: Snodgrass, Inc.		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0020

Date of Photo: 9/28/2023

Time of Photo: 15:09 hrs.

Photographer: Erin Young-Dahl

Description: Close-up of other 5-gallon bucket near to net dipping tank at Snodgrass.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 17

Location: Snodgrass, Inc.		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0021

Date of Photo: 9/28/2023

Time of Photo: 13:12 hrs.

Photographer: Erin Young-Dahl

Description: Metal drum at Snodgrass containing diesel fuel. Strong, sharp odor from open container.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 18

Location: Snodgrass, Inc.		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0022

Date of Photo: 9/28/2023

Time of Photo: 15:12 hrs.

Photographer: Erin Young-Dahl

Description: Metal drum at Snodgrass containing diesel fuel-rainwater mixture. Strong, sharp odor from open container.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 19

Location: Snodgrass, Inc.		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0023

Date of Photo: 9/28/2023

Time of Photo: 15:18 hrs.

Photographer: Erin Young-Dahl

Description: Overview of drum storage area at Snodgrass. See notes for respective contents.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 20

Location: Snodgrass, Inc.		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0024

Date of Photo: 9/28/2023

Time of Photo: 15:23 hrs.

Photographer: Erin Young-Dahl

Description: Three partially full totes of bilge wastewater from shrimp boats at Snodgrass. Front totes were about 3/4 and 1/4 full, mid-ground tote was about 1/2 full. All were open and unlabeled. Also, an approximately 3ft spill of bilge wastewater (blue arrow).



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 21

Location: Snodgrass, Inc.		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0025

Date of Photo: 9/28/2023

Time of Photo: 15:27 hrs.

Photographer: Erin Young-Dahl

Description: Partially full tote of bilge wastewater from docked shrimp boat. Tote was about 1/2 full, unlabeled, and open at Snodgrass.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 22

Location: Texas Gulf Trawling, LLC		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0026

Date of Photo: 9/28/2023

Time of Photo: 10:10 hrs.

Photographer: Dedriel Gardner

Description: Drums storing used oil, bilge tank bottoms/sediment, and used antifreeze at Texas Gulf Trawling, LLC.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 23

Location: Texas Gulf Trawling, LLC		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0027

Date of Photo: 9/28/2023

Time of Photo: 10:11 hrs.

Photographer: Dedriel Gardner

Description: Another view of storage drums at Texas Gulf Trawling, LLC.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Photograph Log

Photo No. 24

Location: Seatrium Amfels, Inc.		
City: Brownsville	County/Parish: Cameron	State: Texas

United States Coast Guard
Certificate Of Adequacy
for
Reception Facility



This certifies that: Keppel Amfels Loading Docks has facilities adequate to receive MARPOL I
MARPOL II
MARPOL V

From oceangoing ships, as required by the International Convention for the Prevention of Pollution from Ships, 1973. As modified by the protocol of 1978 (MARPOL 73/78), The Act to Prevent Pollution from Ships, 33 USC 1901-1912 and associated U.S. Regulations in 33 CFR 158.

This certificate is issued pursuant to an application dated 23MAR2021 and an inspection dated 28APR2021, copies of which are attached, and part of this certificate. Each terminal listed in the application shall retain a copy of this certificate available for inspection by Coast Guard personnel and the master, operator, agent, or owner of any ship using or intending to use this terminal.

Terminals and ports required to have an operations manual for oil transfer described in 33 CFR 154.300 shall attach a copy of this certificate thereto.

The terminal/port person in charge identified in the attached application shall notify the U.S. Coast Guard Captain of the Port (COTP) in writing after any of the reception facility information or terminal/port information identified in 33 CFR 158.165 changes.

The terminal/port owner, operator, or person in charge is liable for violations of the provisions of 33 CFR 158 and may be subject to the maximum penalty under 33 USC 1908, as adjusted for inflation and found at 33 CFR 27.3.

The terminal/port owner, operator, or person in charge shall ensure that the reception facility holds each state, local, and federal permit and license required by environmental laws and regulations concerning garbage, residues and mixtures containing oil or noxious liquid substances. This certificate certifies compliance with applicable sections of 33 CFR 158, but does not certify compliance with any other law or regulation.

This certificate is valid for a period of 5 years from the date of issuance; or until suspended or revoked; or until 30 days after the operator cited on the certificate changes; at which time it shall be promptly returned to the U.S. Coast Guard COTP.

This Certificate Expires: 20APR2026
5 years from date of issuance

Signature of COTP: [Signature] Date: 28 Apr 2021
D. SALIK CDR, USCG, By direction
Typed Name of COTP: Seater Corpus Christi Date: (956)837-0517
COTP Zone: Phone:

The following waivers to this certificate are granted. The waivers shall be attached to and are part of this certificate.

Waiver Description (brief description)	Expiry Date (if applicable)

Dept. of Homeland Sec., USCG, CG 5401 (Rev 01-2010)(v3), OMB No. 1625-0045, Previous Editions are Obsolete

Page 1 of 2

SEP 26 2023 14:01

Photo File Name: POB_0028

Date of Photo: 9/28/2023

Time of Photo: 14:01 hrs.

Photographer: Erin Young-Dahl

Description: Marpol Annex V certificate of adequacy for Seatrium AmFels, Inc.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 25

Location: Heavy Duty Equipment		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0029

Date of Photo: 9/28/2023

Time of Photo: 09:53 hrs.

Photographer: Dedriel Gardner

Description: Three unlabeled 55-gallon drums at Heavy Duty Equipment. One was empty, one was 2/3 full with hydraulic oil, and one was 2/3 full with an unknown liquid.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 26

Location: Heavy Duty Equipment		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0030

Date of Photo: 9/28/2023

Time of Photo: 09:56 hrs.

Photographer: Dedriel Gardner

Description: Partially-full, unlabeled tote of unknown liquid at Heavy Duty Equipment.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 27

Location: International Ship Breaking		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0031

Date of Photo: 9/28/2023

Time of Photo: 15:38 hrs.

Photographer: Erin Young-Dahl

Description: Unlabeled, undated, and uncontained spent fluorescent bulbs on the ground in the International Shipbreakers hazardous waste storage area.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 28

Location: International Ship Breaking		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0032

Date of Photo: 9/28/2023

Time of Photo: 15:39 hrs.

Photographer: Erin Young-Dahl

Description: View of unlabeled drum fitted with a bulb crusher at International Shipbreakers.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 29

Location: International Ship Breaking		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0033

Date of Photo: 9/28/2023

Time of Photo: 15:39 hrs.

Photographer: Erin Young-Dahl

Description: Another view of bulb-crusher drum at International Shipbreakers.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 30

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0034

Date of Photo: 9/28/2023

Time of Photo: 10:09 am

Photographer: Erin Young-Dahl

Description: Pallets of off-spec paints/coatings at BGWH. Orange labels say "Marking Restriction. Must be Relabeled."



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 31

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0035

Date of Photo: 9/28/20239/28/2023

Time of Photo: 10:11

Photographer: Erin Young-Dahl

Description: Pallets of off-spec paints/coatings at BGWH. Orange labels say "Marking Restriction. Must be Relabeled."



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 32

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0036

Date of Photo: 9/28/2023

Time of Photo: 10:11

Photographer: Erin Young-Dahl

Description: Close-up of a label on one of the cans of off-spec paint (shown in photo 31). Orange label says "Marking Restriction. Must be Relabeled."



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 33

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0037

Date of Photo: 9/28/2023

Time of Photo: 10:12

Photographer: Erin Young-Dahl

Description: Pallets of off-spec paints/coatings at BGWH. Orange labels say "Marking Restriction. Must be Relabeled."



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 34

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0038

Date of Photo: 9/28/2023

Time of Photo: 10:13

Photographer: Erin Young-Dahl

Description: Close-up of a label on one of the cans shown in photo 33. Contains toluene, MEK, isobutyl acetate, isopropanol, and methanol. VOC content $\leq$ 680 g/L.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 35

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0039

Date of Photo: 9/28/2023

Time of Photo: 10:14

Photographer: Erin Young-Dahl

Description: Pallets of apparent paint material. While label on pallet of boxes says "REWORK."



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 36

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0040

Date of Photo: 9/28/2023

Time of Photo: 10:15

Photographer: Erin Young-Dahl

Description: Spilled bag of containers of apparent paint-related material.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 37

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas

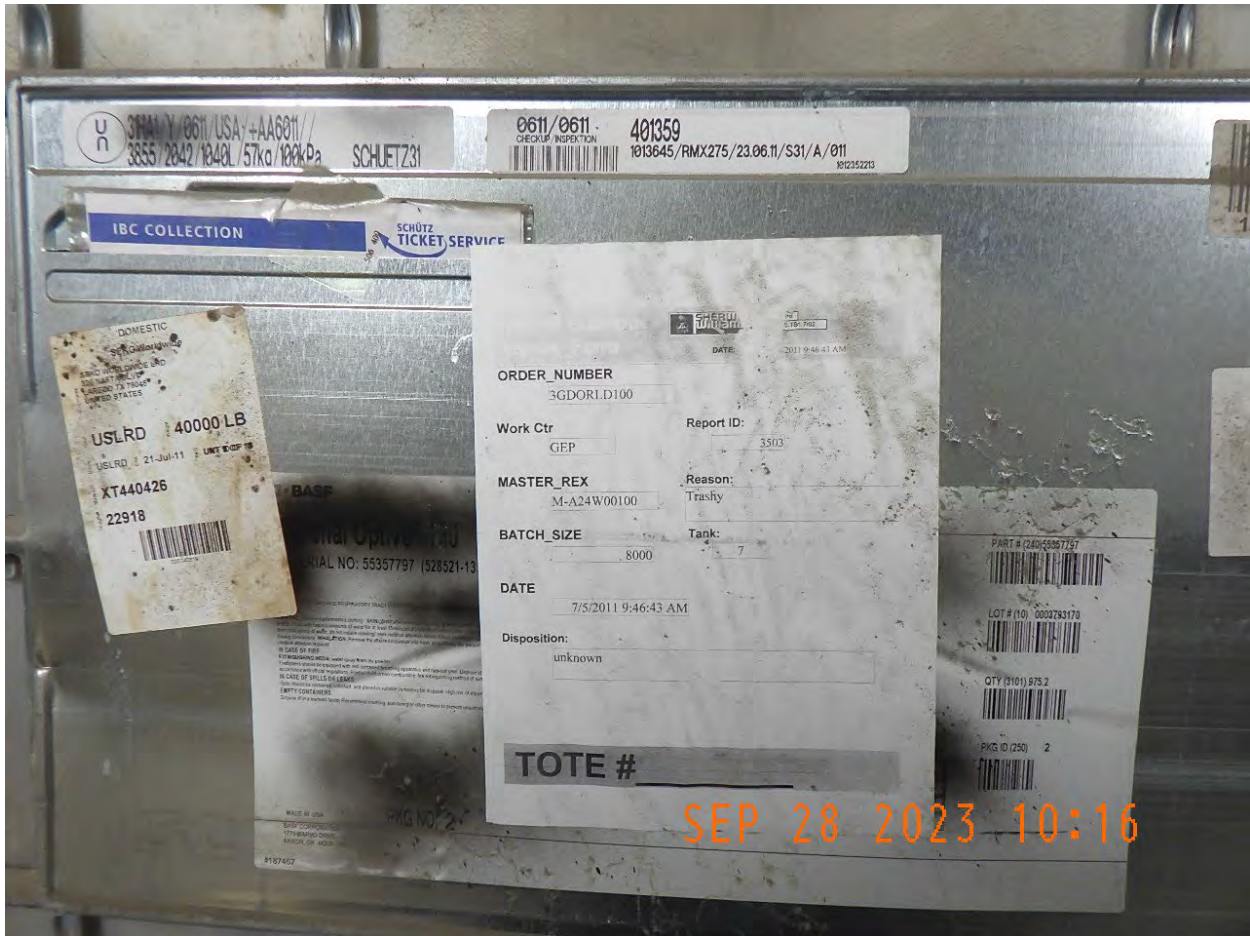


Photo File Name: POB_0041

Date of Photo: 9/28/2023

Time of Photo: 10:16

Photographer: Erin Young-Dahl

Description: Close-up of label of tote of apparent paint-related material. Labeled "Trashy" and dated 7/5/2011. Small label to the left printed with "SEKO WORLDWIDE LRD."



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 38

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0042

Date of Photo: 9/28/2023

Time of Photo: 10:18

Photographer: Erin Young-Dahl

Description: Pallets of off-spec paints/coatings at BGWH. Orange labels say "Marking Restriction. Must be Relabeled."



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 39

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0043

Date of Photo: 9/28/2023

Time of Photo: 10:21

Photographer: Erin Young-Dahl

Description: View of east side of warehouse from center aisle of totes containing apparent paint-related material.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 40

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0044

Date of Photo: 9/28/2023

Time of Photo: 10:22

Photographer: Erin Young-Dahl

Description: Re-take of photo 40.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 41

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0045

Date of Photo: 9/28/2023

Time of Photo: 10:22

Photographer: Erin Young-Dahl

Description: Pallets of orange-labeled paint-related material.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 42

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0046

Date of Photo: 9/28/2023

Time of Photo: 10:23

Photographer: Erin Young-Dahl

Description: Pallets of paint-related material. Some containers spilling off pallets.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 43

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0047

Date of Photo: 9/28/2023

Time of Photo: 10:23

Photographer: Erin Young-Dahl

Description: Containers of paint-related materials. Some cans appear to have spilled paint on the sides.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 44

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas

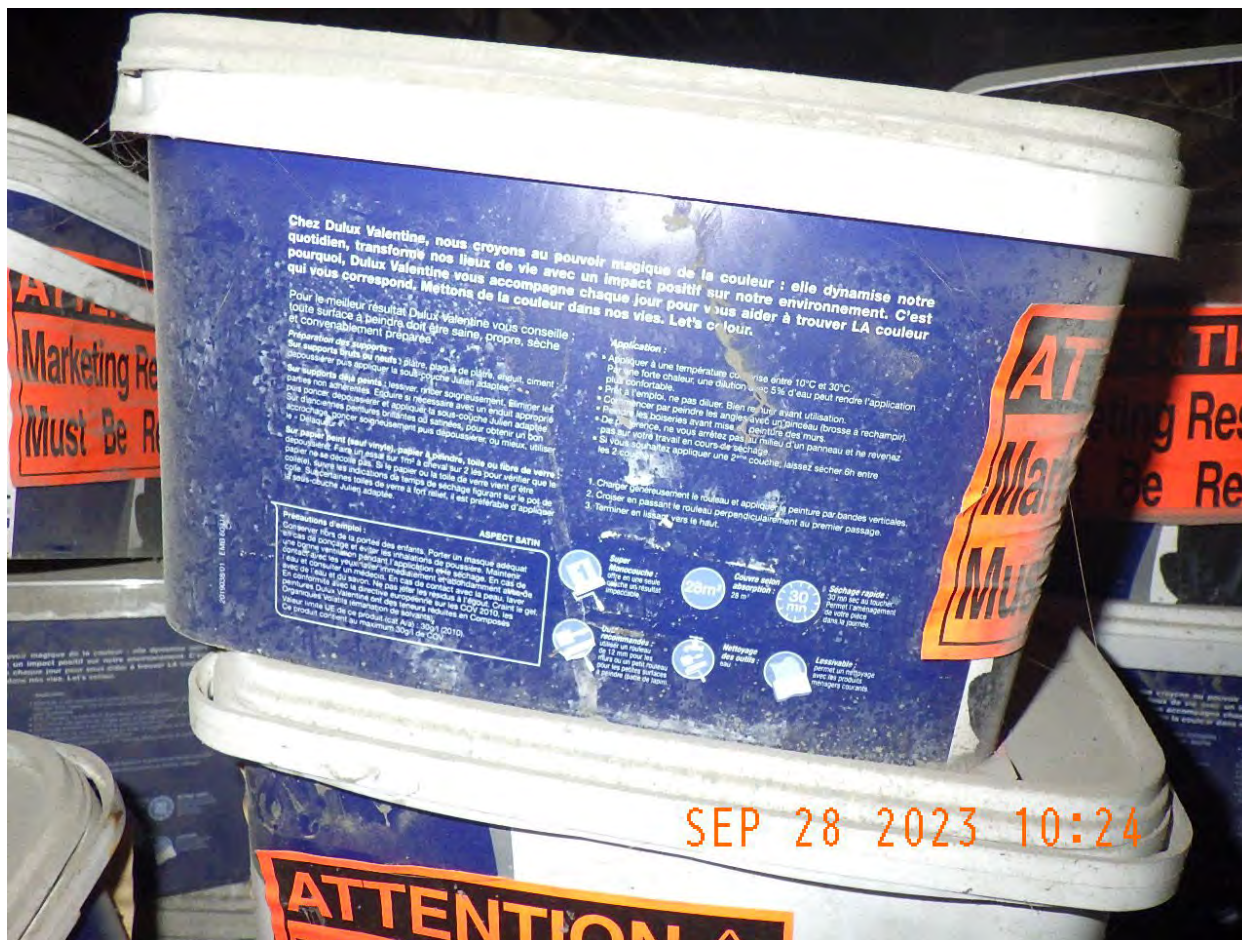


Photo File Name: POB_0048

Date of Photo: 9/28/2023

Time of Photo: 10:24

Photographer: Erin Young-Dahl

Description: Close-up of oblong containers shown in photo 42. Orange labels say "Marking Restriction. Must be Relabeled."



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 45

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0049

Date of Photo: 9/28/2023

Time of Photo: 10:24

Photographer: Erin Young-Dahl

Description: Close-up of oblong containers shown in photo 42. Orange labels say "Marking Restriction. Must be Relabeled."



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 46

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0050

Date of Photo: 9/28/2023

Time of Photo: 10:26

Photographer: Erin Young-Dahl

Description: Unlabeled buckets of unknown material.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 47

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0051

Date of Photo: 9/28/2023

Time of Photo: 10:26

Photographer: Erin Young-Dahl

Description: Buckets of unknown material. Wrapped pallets labeled "Purple" with a date of 11/16/2018. Buckets look similar to containers in photo 46.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 48

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0052

Date of Photo: 9/28/2023

Time of Photo: 10:27

Photographer: Erin Young-Dahl

Description: Close-up of buckets in photo 47.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 49

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0053

Date of Photo: 9/28/2023

Time of Photo: 10:30

Photographer: Erin Young-Dahl

Description: Overall view of southeastern wall of warehouse 1 containing cans/containers of apparent paint-related material and large boxes containing unknown material. One box was opened and contained shop rags. Boxes against the wall had thick cobwebs on them.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 50

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0054

Date of Photo: 9/28/2023

Time of Photo: 10:48

Photographer: Erin Young-Dahl

Description: View from center aisle in warehouse 2 of large boxes labeled "FLAMMABLE." Boxes held "pens" of automobile paint.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 51

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0055

Date of Photo: 9/28/2023

Time of Photo: 10:49

Photographer: Erin Young-Dahl

Description: Large boxes labeled "FLAMMABLE" containing paint-related material. Closer view from photo 50. Green labels say "DO NOT DOUBLE STACK."



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 52

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0056

Date of Photo: 9/28/2023

Time of Photo: 10:52

Photographer: Erin Young-Dahl

Description: View of a label of a can of "production sample" from Sherwin-Williams. Date is 4/8/2009.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 53

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0057

Date of Photo: 9/28/2023

Time of Photo: 10:53

Photographer: Erin Young-Dahl

Description: Pallet of buckets dated 8/19/2021.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 54

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0058

Date of Photo: 9/28/2023

Time of Photo: 10:55

Photographer: Erin Young-Dahl

Description: Pallet of paint-related materials. Top pallet appeared to have leaked onto wrapping at some point.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 55

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0059

Date of Photo: 9/28/2023

Time of Photo: 10:57

Photographer: Erin Young-Dahl

Description: Can of paint from photo 54. Close-up of label.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 56

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0060

Date of Photo: 9/28/2023

Time of Photo: 10:58

Photographer: Erin Young-Dahl

Description: Close-up of drum label containing unknown material. Date on label 4/16/2013.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 57

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0061

Date of Photo: 9/28/2023

Time of Photo: 10:58

Photographer: Erin Young-Dahl

Description: View towards aisle area in warehouse 2. Pallets of apparent paint-related material and drums of unknown material in view. Orange labels say "Marking Restriction. Must be Relabeled."



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 58

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0062

Date of Photo: 9/28/2023

Time of Photo: 10:58

Photographer: Erin Young-Dahl

Description: View of pallets containing apparent paint-related material. Orange "Marking Restriction" labels present on many of the containers.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 59

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0063

Date of Photo: 9/28/2023

Time of Photo: 10:59

Photographer: Erin Young-Dahl

Description: View from same spot as photos 57 and 58, but pivoting for a more westward view towards the western wall of warehouse 2.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 60

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0064

Date of Photo: 9/28/2023

Time of Photo: 10:59

Photographer: Erin Young-Dahl

Description: Two drums with labels saying "Whites Skimming" and "White Clumps." Date 4/29/2013.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 61

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0065

Date of Photo: 9/28/2023

Time of Photo: 11:03

Photographer: Erin Young-Dahl

Description: Four black metal drums on a pallet.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 62

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0066

Date of Photo: 9/28/2023

Time of Photo: 11:04

Photographer: Erin Young-Dahl

Description: Close-up of label seen in photo 61.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 63

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas

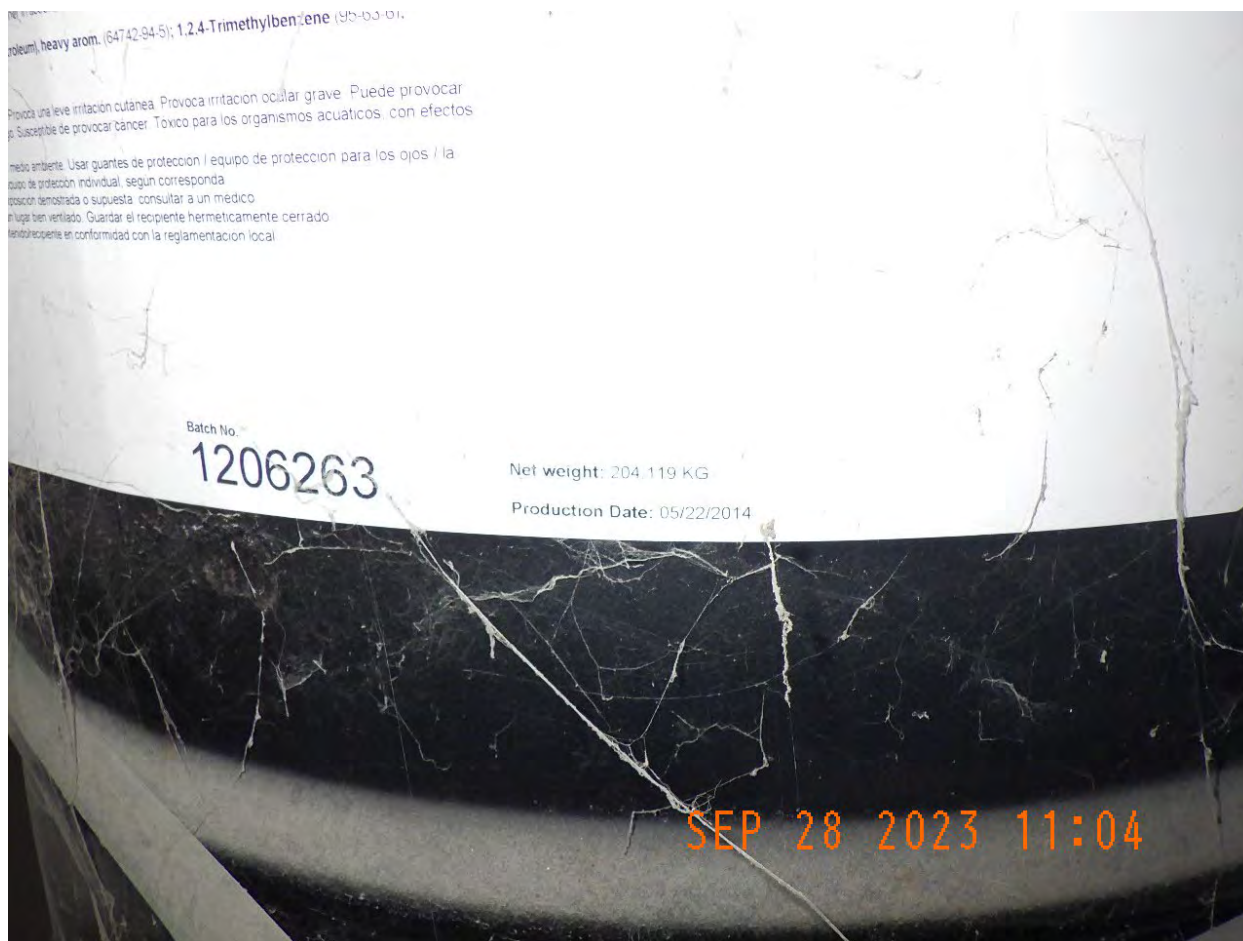


Photo File Name: POB_0067

Date of Photo: 9/28/2023

Time of Photo: 11:04

Photographer: Erin Young-Dahl

Description: Close-up of production date on label in photo 61: 5/22/2014.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 64

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0068

Date of Photo: 9/28/2023

Time of Photo: 11:05

Photographer: Erin Young-Dahl

Description: Overall view of containers stored on southern wall of warehouse 2.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 65

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0069

Date of Photo: 9/28/2023

Time of Photo: 11:06

Photographer: Erin Young-Dahl

Description: Totes seen in photo 64 containing unknown material.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 66

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0070

Date of Photo: 9/28/2023

Time of Photo: 11:08

Photographer: Erin Young-Dahl

Description: Containers of fence paint, appearing to have been used with paint drips on the sides, in south end of warehouse 3.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 67

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas

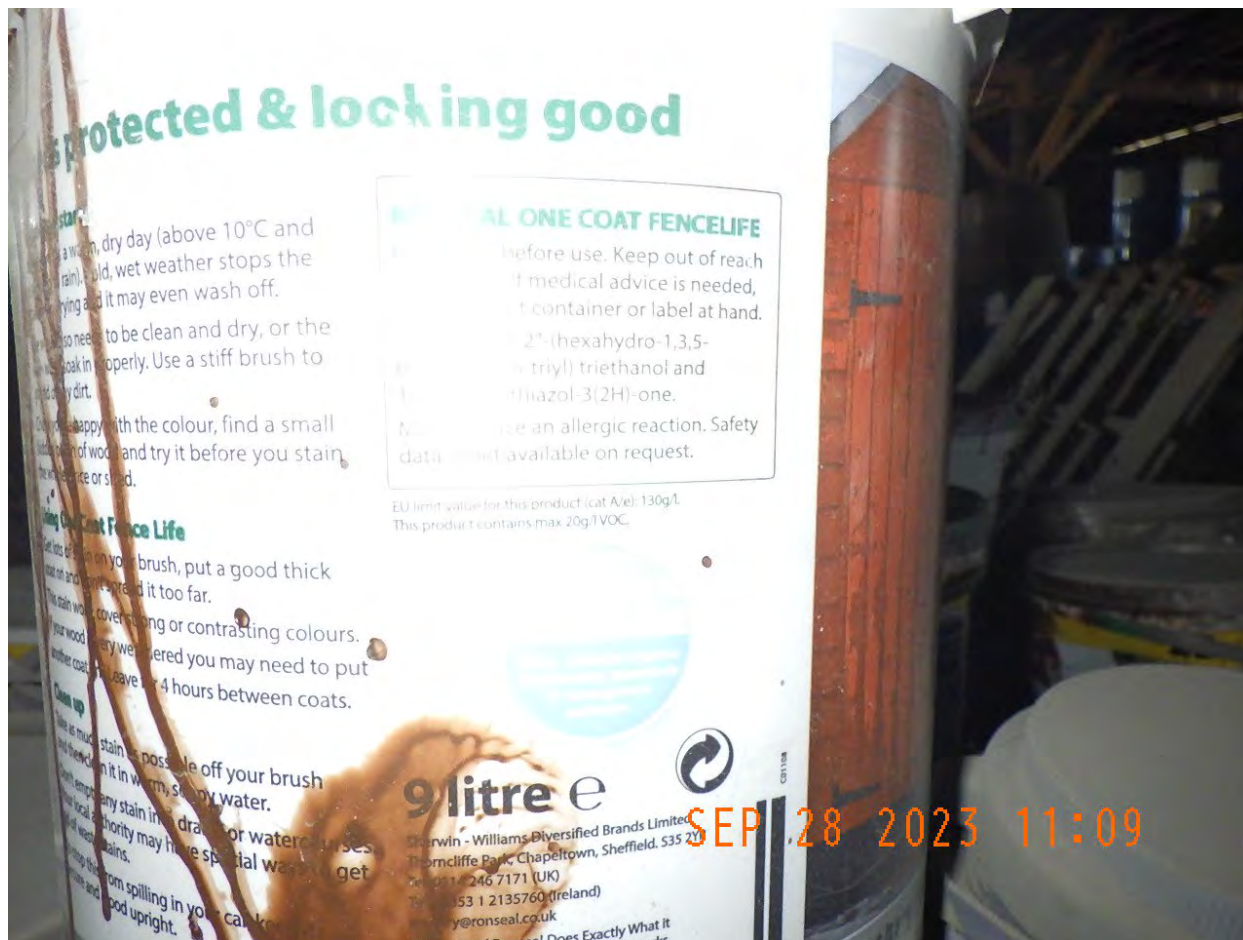


Photo File Name: POB_0071

Date of Photo: 9/28/2023

Time of Photo: 11:09

Photographer: Erin Young-Dahl

Description: Close-up of labels seen on buckets in photo 66.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 68

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas

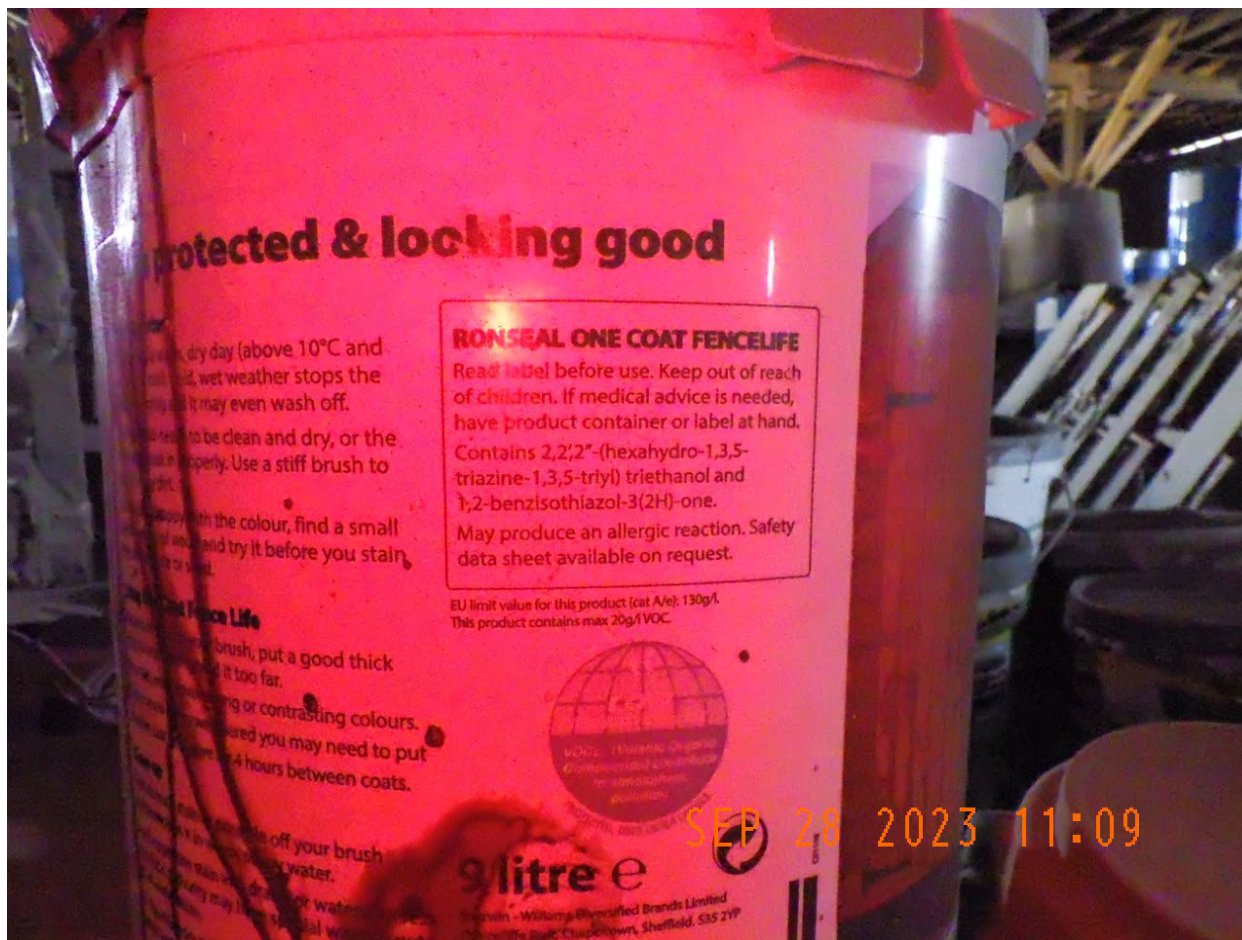


Photo File Name: POB_0072

Date of Photo: 9/28/2023

Time of Photo: 11:09

Photographer: Erin Young-Dahl

Description: Re-take of photo 67.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 69

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0073

Date of Photo: 9/28/2023

Time of Photo: 11:10

Photographer: Erin Young-Dahl

Description: Labels of drums found in warehouse 3. Same product label as drums in photos 61-63.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 70

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas

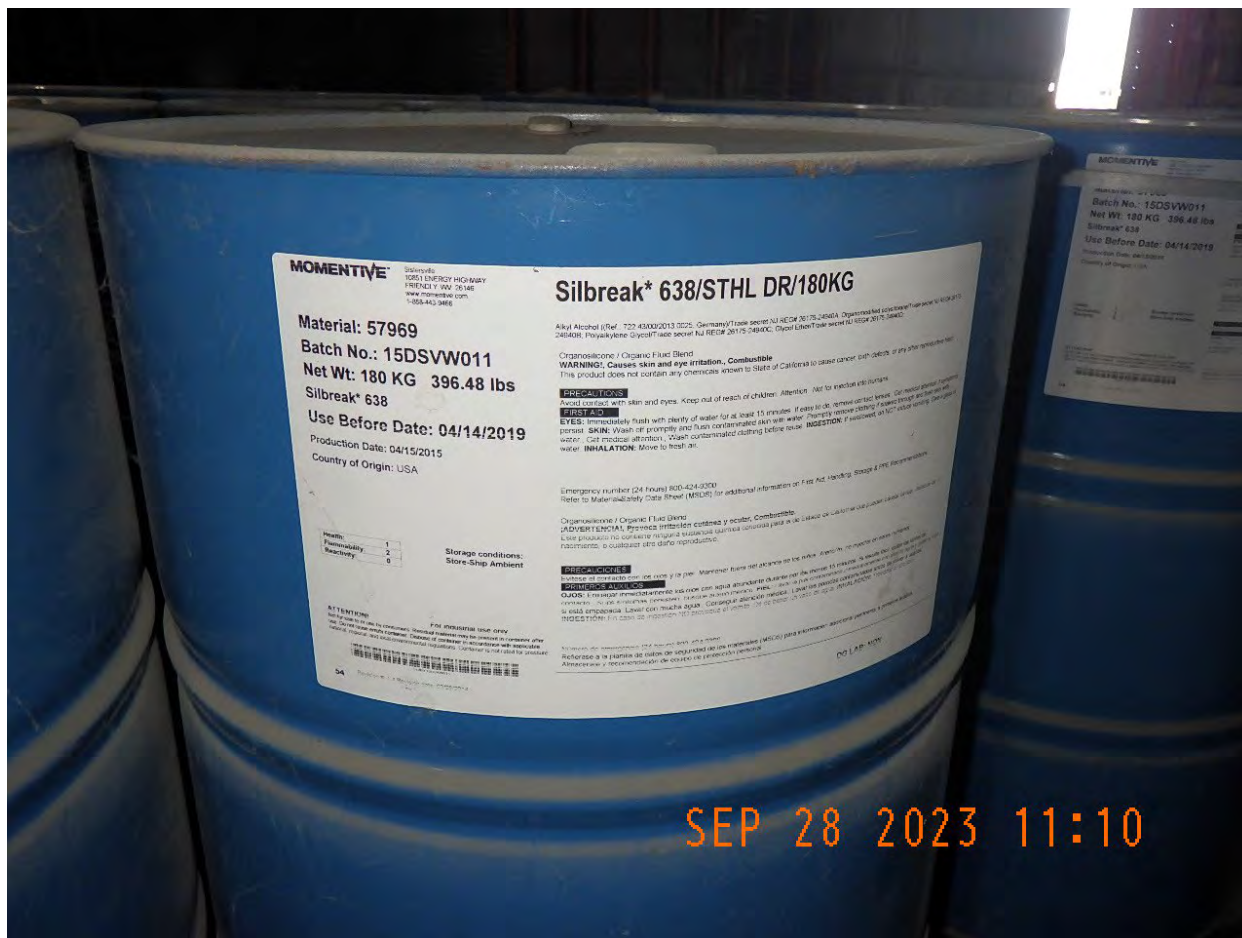


Photo File Name: POB_0074

Date of Photo: 9/28/2023

Time of Photo: 11:10

Photographer: Erin Young-Dahl

Description: Close-up of label on blue drums shown in photo 66 and 71. "Use before" date 4/14/2019.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 71

Location: Brownsville Gulfside Warehouse		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0075

Date of Photo: 9/28/2023

Time of Photo: 11:11

Photographer: Erin Young-Dahl

Description: Overall view of blue drums in south part of warehouse 3.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 72

Location: TLO Logistics		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0076

Date of Photo: 9/28/2023

Time of Photo: 12:03 hrs.

Photographer: Dedriel Gardner

Description: Damaged tote with oily liquid at the bottom. Unlabeled.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 73

Location: TLO Logistics		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0077

Date of Photo: 9/28/2023

Time of Photo: 12:03 hrs.

Photographer: Dedriel Gardner

Description: View into tote shown in photo 72 through damaged part.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 74

Location: TLO Logistics		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0078

Date of Photo: 9/28/2023

Time of Photo: 12:04 hrs.

Photographer: Dedriel Gardner

Description: View upwards towards the crane stored onsite. A stained drum is perched on the crane with oil stains on the equipment (blue arrow). Tote from photos 72 and 73 in foreground.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 75

Location: TLO Logistics		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0079

Date of Photo: 9/28/2023

Time of Photo: 12:08 hrs.

Photographer: Dedriel Gardner

Description: Drum containing an apparent oily liquid. Drum was closed and in good condition, but unlabeled.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 76

Location: TLO Logistics		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0080

Date of Photo: 9/28/2023

Time of Photo: 12:10 hrs.

Photographer: Dedriel Gardner

Description: Damaged tote containing oily liquid. The tote is labeled "Used Motor Oil."



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 77

Location: TLO Logistics		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0081

Date of Photo: 9/28/2023

Time of Photo: 12:10 hrs.

Photographer: Dedriel Gardner

Description: View to the south of tote in photo 76.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 78

Location: TLO Logistics		
City: Brownsville	County/Parish: Cameron	State: Texas



Photo File Name: POB_0081

Date of Photo: 9/28/2023

Time of Photo: 12:24 hrs.

Photographer: Dedriel Gardner

Description: Drum containing oily liquid. Drum is closed and in good condition, but unlabeled.

Appendix 2

Opening Conference Attendees Sign-in Sheet

U.S. EPA Region 6
9/21/23 RCRA Inspection of Port of Brownsville
Opening Conference Attendee List

<u>Name</u>	<u>Affiliation</u>	<u>Title/Role</u>
Dedriel Gardner	U.S. EPA Region 6	Inspector / Lead
EDUARDO A. CAMPIRANO	PORT OF BROWNSVILLE	PORT DIRECTOR
956-459-9092	ecacampirano@portofbrownsville	
Melinda Rodriguez	mrodriguez@portofbrownsville.com	Dep. Director
Arturo Gómez	agomez@portofbrownsville.com	Dep Director
Erin Young-Dahl	USEPA R6	Inspector / E.O.
JOYCE JOHNSON	USEPA R6	INSPECTOR / E.O.
Margie Recio	Port of Brownsville	Dir. Admin. Suc.

Appendix 3

Sample POB Tenant Lease

STATE OF TEXAS §
COUNTY OF CAMERON §

THIS CONTRACT between the **BROWNSVILLE NAVIGATION DISTRICT OF CAMERON COUNTY, TEXAS**, a navigation district organized, created and existing under and by virtue of the laws of the State of Texas, with its domicile in Brownsville, Cameron County, Texas, hereinafter styled "District", and **NAME OF LESSEE**, a(an) [(Texas) limited liability company, corporation, limited partnership, general partnership, individual], hereinafter styled "Lessee";

W I T N E S S E T H:

The said **BROWNSVILLE NAVIGATION DISTRICT OF CAMERON COUNTY, TEXAS**, does by these presents lease and demise unto the said **NAME OF LESSEE**, the property described on **Exhibit A**, attached hereto and made a part hereof for all purposes, for a term of X (____) years, commencing the ____ day of (MONTH) 20__ ("Commencement Date"), for and upon the following terms and conditions:

I. Consideration and Term of the Lease

As a consideration for this lease and as rental for the real property making up said leased premises, the Lessee agrees to pay an annual rental of X (\$_____) (based on _____ acres at a rate of \$_____ per acre per year) due and payable [monthly/quarterly/semi-annually/annually] in advance in installments of X (\$_____), on the 1st day of each [month/quarter/semi-annual period/year] for the balance of the lease term and any extension thereof. Said rent is subject to adjustment as provided in Article II below. Upon execution of this lease, Lessee agrees to pay prorated rent in the amount of X (\$_____) for the balance of the first month of the term of this lease beginning with the Commencement Date. On the 1st day of _____, 20__, Lessee agrees to pay prorated rent in the amount of X (\$_____) for the balance of the final month of the term of this lease.

All rentals shall be paid not later than Ten (10) days from the date when due; they shall thereafter bear interest at the rate of fifteen percent (15%) per annum from the date due until paid. In the event such fifteen percent (15%) rate at any time shall be illegal or usurious under applicable law, it shall be automatically reduced to the highest lawful rate.

II. Revisions to District's Standard Rental Rates

The District acting through its Board of Commissioners and in the sole discretion of such Board shall have the right to adjust the standard rental rates for all leases.

District agrees to give notice of the meeting at which an adjustment to rental rates will be considered and acted on and to afford Lessee an opportunity to be heard at such meeting. Anything in this lease to the contrary notwithstanding, the rent reserved in Article I shall be adjusted no less frequently than every five years, in accordance with District's "Leasing Policies".

Lessee agrees that it shall be bound by the standard rental rates as presented in the District's Leasing Policies' "Table of Lease Rental Rates", as adjusted by the Board of Commissioners.

III. Purpose of the Lease and Commencement of Operations; Abandonment

It is an express condition of this agreement and lease that the property leased hereby is for the purposes of _____. In the event Lessee does not commence operations on the premises within ninety (90) days of the Commencement Date, District may terminate this lease. Furthermore, this lease may be terminated by the District at any time Lessee discontinues the use of the premises for the purposes named, uses the premises for a prohibited purpose, or uses such premises for any other purpose, provided that in the case of nonuse such default of said Lessee shall exist for a period of ninety (90) days at any time after commencement of the operation of said described business.

IV. Construction and Improvements on the Premises

All construction of improvements and facilities or modifications to existing improvements and facilities on the premises shall be subject to the written approval of the District prior to the beginning of construction and shall conform to the most current editions of the various applicable Standard Codes as published by the Southern Building Code Congress International and the National Electric Code as published by the National Fire Protection Association for such occupancy and facilities. Lessee shall construct, maintain and operate its facilities on the premises so as not to conflict with the regulations of any federal, state or municipal authority having jurisdiction thereof, nor with the rules and regulations prescribed by the District in the official Tariff of the Port of Brownsville.

No building or other similar improvements shall be constructed within 20 feet from the theoretical to of all bank lines and all road right-of-way lines, nor within 10 feet from all other property lines. Violation of these requirements shall be considered a default under this lease.

In the event Lessee breaches the terms of this Article, in addition to its rights under this lease and at law, District may, upon ten days' notice to the Lessee, enter upon the premises and remove, or cause to be removed, at Lessee's sole expense, any improvement or facility that has not been approved by District. District may, in its sole discretion, assess an administrative fee against Lessee in the amount of twenty-five percent (25%) of the cost to remove the unapproved improvement or facility.

V. Assignments and Subleases

Lessee may not assign this lease or sublet the leased premises without the prior, written consent of District. Further, Lessee may not assign this lease or sublet the leased premises for any use other than as stated in Article III of this lease

In the event Lessee receives District's prior written consent to a sublease or assignment of this lease, as of the effective date of the assignment or sublease, the rental rate under Article I shall be adjusted

to the then-current lease rental rate in the Table of Lease Rental Rates contained in the District's Leasing Policy. For purposes of this lease, the sale or transfer of a controlling interest or greater than 50% interest in Lessee shall be considered an assignment of the lease requiring District's consent, in District's sole discretion.

VI. Notices

All notices required hereunder shall be deemed to have been served if hand delivered or sent by regular mail to District at the address below or to Lessee at the leased premises or at the address below. Lessee may elect, in writing, to accept delivery of notices via electronic mail.

TO DISTRICT:

**BROWNSVILLE NAVIGATION DISTRICT
OF CAMERON COUNTY, TEXAS**

1000 FOUST ROAD

BROWNSVILLE, TX 78521-1000

TO LESSEE:

NAME OF LESSEE

ADDRESS

CITY, STATE, ZIP

VII. Utilities, Easements, and Rights of Way

The District reserves the right to have rights-of-way and easements on, over, and across the premises for underground utility lines, pipelines, power lines, and communication and data lines, necessary or proper for the purposes of developing and serving other District lands; said rights-of-way and easements, however, to be so located and said utility lines, pipelines, power lines, and communication and data lines so constructed and maintained as not to impair or interfere with any of the existing improvements on the premises or with the maintenance or operation thereof.

Lessee shall have the right to erect electric lights, power, water and gas lines over and across lands belonging to District, including the premises leased herein, incidental to the rights and privileges herein given, and shall have the further right to connect said lines to main lines maintained by the District;

provided and except, however, that the rights in this Article defined shall be, and the same are, specifically made subject to the following conditions and restrictions:

1. The location and construction by Lessee of all or any of said lines shall be subject to the prior, written approval of District, and after the same are installed, no change shall be made without the prior, written consent of said District.

2. District may at any time require a change in location of any wires, poles, water or gas mains or pipelines, accessories or other facilities laid on or across any land or facilities of District other than the leased premises, if it is deemed by District necessary that the same be changed, by giving Lessee 30 days' written notice of such requirements, and such changes so made shall be at the cost and expense of Lessee; provided such right shall not be exercised arbitrarily by District, but only when such action is made necessary for improvements then on said property or the construction thereof being immediately contemplated, and provided that, where any changes are required to be made under this provision, District shall furnish Lessee with a new location therefor; such new location to be the most convenient and direct available at such time.

3. Lessee agrees to pay District for all water used and all applicable standby charges, at rates customarily charged to other industries on the District's property. In the event Lessee fails to pay such charges, District shall have the right to discontinue Lessee's District-provided utility services in accordance with District's "Port Service Discontinuation Policy." District shall have no obligation to restore service until Lessee pays all charges owed to District by Lessee, including without limitation all current and past due rent.

4. Lessee may connect to the District's water main only upon written request to the District. Upon Lessee's request to connect to the District's water main, District shall install a water meter to serve the premises. The location of the water meter shall, to the extent possible, be installed outside the boundary

of the premises. Upon installation of a water meter to serve the premises, Lessee shall be responsible for connecting to the water meter and for the installation and annual inspection of a backflow preventer by a state-licensed backflow prevention tester.

5. All electrical and power line connections, extensions and installations are to be made in accordance with the rules and regulations of the National Electrical Code.

VIII. Petroleum Storage on Premises

The following requirements supplement all other District policies and rules, and all other provisions of this lease, regarding the construction and maintenance of the petroleum storage facilities on the Premises. In the event that Lessee's activities involve aboveground and/or underground petroleum storage tank facilities, bulk transfer operations or marine transfer facilities, the Lessee agrees to abide by the rules listed in subparagraph A below. In addition, copies of applicable permits, applications, notifications and related documentation shall be maintained at the Lessee's office and upon request be made available to the District for inspection and copying as necessary.

A. Lessee shall:

1. Install, register, operate and maintain all aboveground and underground petroleum and chemical storage tanks and related appurtenances in bulk transfer operations or marine transfer facilities, in accordance with applicable Federal, State and Local regulations, including the Clean Water Act, National Contingency Plan, Oil Pollution Act, 40 Code of Federal Regulations (CFR) Parts 112, 280, and 300, 33 CFR Part 154, and 30 Texas Administrative Code (TAC) Chapter 334.

2. Develop and implement Spill Prevention, Control, and Countermeasure Plans (SPCC) for the facility prepared in accordance with Federal, State and Local regulations, as applicable, including 40 CFR Part 112, and provide a copy of the SPCC to District.

3. Develop and implement an Oil Spill Response Plan (OSRP) for the facility prepared in accordance with Federal, State and Local regulations, as applicable, including 33 CFR Part 154, and provide a copy of the OSRP to District.

4. Develop and implement a Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) registration for the facility prepared in accordance with Federal, State and Local regulations, as applicable, including the Environmental Protection Agency National Pollution Discharge Elimination System (NPDES – 40 CFR Part 122) and Texas Pollution Discharge Elimination System programs, and provide a copy of the SWPPP and NOI to District.

5. For existing petroleum storage tank facilities provide a copy of the applicable registration information, construction and spill/pollution prevention plans to the District upon submittal to the appropriate agency. For new or proposed petroleum storage tank facilities, the applicable registration information, construction and spill/pollution prevention plans shall be provided to the District prior to the beginning of construction.

6. Maintain copies of applicable permits, applications, notifications (including notifications of violations) and related documentation at the Lessee's office and upon request make them available to the District for inspection and copying as necessary.

B. In the event of a spill or release, the Lessee shall comply with all applicable Federal State and Local reporting, investigation and remediation requirements, including 30 TAC Chapter 334 and 30 TAC Chapter 350. In addition, for facilities in which a reportable spill has occurred, the Lessee agrees to install groundwater monitoring wells to assess potential environmental impacts to subsurface soils and groundwater. A total of up to four monitoring wells shall be installed on the perimeter of the potentially affected facility or area and shall be placed at strategic locations to define the potential extent and migration of contaminants. Wells shall be constructed to comply with current USEPA standards for monitoring wells.

The wells shall be fully developed upon installation. The groundwater shall be monitored when they are developed and once a year thereafter; the annual sampling results must be submitted to the District within 30-days following receipt of reports. Parameters to be typically analyzed shall include TPH (Total Petroleum Hydrocarbons), PAH (Polynuclear Aromatic Hydrocarbons), and total Lead (Pb) for all facilities. In addition, BETX (Benzene, Toluene, Ethylbenzene, and Xylene) shall also be included in the analysis for all facilities handling crude oil and light distillates. Other parameters may be requested to be analyzed depending on the characteristics of the material released. Facilities handling Hazardous Materials, as defined by USDOT regulations in 49 CFR 100-199 (subpart C) shall also install groundwater monitoring wells as described above and shall monitor for all chemicals stored in tanks with a capacity in excess of 500 gallons.

IX. Default by Lessee

If any of the rent or other sums of money to be paid by Lessee shall not be paid as and when the same becomes due or if Lessee shall default in the performance of any of the other agreements, conditions, covenants or terms herein contained, or if Lessee shall abandon the premises, or fail to timely commence operations, as described in Article III; or if this lease or the estate of Lessee hereunder shall be transferred or passed to or devolve upon any other person, firm, association or corporation except in the manner provided hereunder; then and in any of said events, District shall have the right to terminate this lease and the term hereby granted, as well as the right, title and interest of Lessee hereunder; provided, however, that the District shall first give Lessee 30 days' notice in writing of such default, specifying in particularity the nature of the default, and shall give Lessee the opportunity to cure such default within such 30-day period. If Lessee should fail to cure such default within such 30-day notice period, District may terminate this lease; and it is agreed that upon the expiration of the term fixed in such notice, if the nonpayment, default or other cause of termination specified in such notice shall not have been made good or removed,

this lease and the term hereby granted and created, as well as all the right, title and interest of Lessee hereunder shall, at the option of the District, terminate in the same manner and with the same force and effect as if the expiration of time in such notice were the end of the term herein originally demised; and the District may immediately, or at any time thereafter, and without further notice or demand, enter into and upon said premises, or any part thereof, in the name of the whole, and repossess the same as of its first and former estate and expel the Lessee and those claiming under it, and remove its effects (forcibly, if necessary) without being taken or deemed guilty of any manner of trespass, and without prejudice to any remedies which might be otherwise used for arrears of rent or preceding breach of covenants. Notwithstanding the termination of this lease and possession regained by District, Lessee will indemnify District against all loss of rent which may accrue to District by reason of such termination during the remainder of the lease term. Lessee specifically agrees that this Article supersedes its rights under Section 93.002 of the Texas Property Code.

In the event District does not exercise the right hereinabove given it, it may accept rent from the receiver, trustee or other officer in possession thereof for the term of such occupancy without impairing or affecting in any way the right of District against Lessee hereunder. Any neglect or failure to enforce the right of forfeiture of this lease or re-entry upon breach of any of the conditions, covenants, terms and agreements herein contained, shall not be deemed a waiver of such right upon any subsequent breach of any such or any other condition, covenant, term and/or agreement herein contained.

It is understood and agreed that no part of the time of the discontinuance or cessation in operation referred to in Article III which is caused by the interference of military authorities, strikes, floods, fires, navigation hazards, embargoes, or limitations on production instituted by state, national or local authorities, or any other act not within the control of either party hereto, shall be counted in the 90-day period mentioned in said Article III.

X. Tenancy After Expiration or Termination of the Lease

If the Lessee complies with all the conditions or covenants of this lease, upon the expiration of the term of this lease, Lessee shall have the right for a period of up to 30 days from the date of said expiration, and not thereafter, to remove all of its improvements of every kind and character, except all water mains, gas mains, railroad tracks, power lines, fences, wharves or bulkheads, which are hereby agreed shall become the property of the District upon said expiration, cancellation or forfeiture, from the leased premises; provided, however, that the leased premises shall be restored to their present condition after the removal of said improvements, all excavations, (except slips) filled and all refuse of every kind and character removed from said premises. Upon expiration of the 30-day period described above, Lessee must vacate the premises. After Lessee has vacated the premises, if the restoration of the premises is not complete, District may, in its sole discretion remove improvements and restore the premises at Lessee's sole expense. Until such restoration is completed, Lessee shall pay to District on a month-to-month basis **150%** of the then-current rental for the premises. Such rental shall be due monthly in advance and Lessee shall pay a full month's rental for any fraction of a month during which restoration of the premises is still pending.

In the event of the breach of any of the conditions of this Article, and after the termination of this lease by District as in Article IX provided, all improvements owned by Lessee and placed upon the premises shall be considered as part of the real estate and shall become the property of the District. At the District's sole discretion, however, improvements may be removed in whole or in part at Lessee's cost or may be retained by the District. For the avoidance of doubt, Lessee specifically agrees that District may retain, destroy, or dispose of any property left on the Premises after Lessee's rights under this Article X terminate.

In the event that Lessee continues to occupy the Premises after the expiration of the 30-day period provided for in the first paragraph of this Article X, then this continued occupancy must be authorized by the District in writing and will be granted at the District's sole option. The written authorization for continued occupancy of Premises must specify the term of the authorization. This continued occupancy of the Premises will be considered to be a month-to-month tenancy binding the Lessee to all terms and conditions as set forth in this lease with the exception that Lessee shall pay monthly rent in the amount of **150%** of the then-current rental rate for the Premises as indicated in the District's "Table of Lease Rental Rates". Rental for the month-to-month tenancy shall be due and payable on the first day of each monthly period of tenancy thereafter until the tenancy is terminated by law or as a remedy elected by the District under the terms of this lease and District's leasing policy. The month-to-month tenancy may be terminated by the District at its sole discretion with a 30-day notice mailed to the Lessee's address of record. Lessee may terminate the month-to-month tenancy at any time, there will be no proration of rental charges for a partial month.

XI. Property Taxes

Lessee shall pay all taxes and assessments legally levied and assessed against its improvements on said property during the term of this lease and any extension thereof before such taxes and assessments become delinquent. In the event taxes and assessments are legally levied against Lessee's leasehold interest during the term of this lease, Lessee shall pay all such taxes and assessments before they become delinquent. If Lessee, by legal proceedings, contests the legality of same, such taxes and assessments shall be promptly paid upon the judicial determination thereof.

XII. Maintenance of the Premises; Environmental Assessments; Security Deposit

Lessee accepts the premises in their present condition, "AS IS, WHERE IS", such premises being suitable for Lessee's intended use.

Lessee acknowledges that neither District nor any officer, employee, or agent of District has made any warranty or representation, express or implied, with respect to any of the Premises, including any warranty or representation as to:

- (i) fitness, design or condition for any particular use or purpose,
- (ii) the quality of the material or workmanship therein,
- (iii) the existence of any defect, latent or patent,
- (iv) compliance with applicable laws,
- (v) location,
- (vi) use,
- (vii) operation,
- (viii) the existence of any wetlands affecting the Premises or the use or development thereof, and
(except as herein expressly provided) all risks incident thereto are to be borne by Lessee.

Lessee acknowledges that the Premises have been inspected by Lessee and are satisfactory to Lessee. Except as herein expressly provided, in the event of any defect or deficiency in any of the Premises of any nature, whether latent or patent, District shall not have any responsibility or liability for any damages, including incidental or consequential damages. Lessee expressly waives any right of rescission hereunder and (except as herein expressly provided) releases and discharges District from any and all claims or causes of action that lessee may now have or hereafter have against District, Lessee's waivers hereunder shall survive the termination of this lease.

Lessee agrees to the following conditions regarding maintenance of the premises.

1. Lessee agrees to maintain and return the leased premises in a clean and well-maintained condition.

All fences will be kept in good repair, grass mowed, and all scrap metal, trash and other litter removed.

2. Lessee shall keep buildings, improvements, sidewalks, roads and passageways, if any, on or over said leased premises in good repair, and shall indemnify and hold harmless District against any and all claims, damages, liabilities, costs (including reasonable engineering and/or attorney's fees) arising out of, in connection with, or incident to any act or omission or condition (including the negligence of District or its agents or employees) in connection with the ownership, operation, maintenance or repairs of the premises covered by the Lease including any additions to or extensions of the same.

3. Lessee agrees to repair any damage, reasonable wear and tear alone excepted, to District's roads contiguous to the leased premises caused by trucks and other equipment traveling to or from the leased premises.

4. The District has the right to conduct environmental audits and assessments as deemed necessary. For this purpose, the District has the right to access the site and premises to conduct the necessary field activities. Field activities may include, but are not limited to, soil sampling, monitoring well installation(s), groundwater and effluent discharge sampling, stack testing, etc. At the request of the District, the Lessee shall provide to the District documentation regarding environmental reports, notices, and permits that may be applicable to the facility as part of regulatory compliance. District will provide a 24-hour advance notification to the lessee of the intention to conduct the environmental audits and assessments and will coordinate all efforts with the lessee so as not to interfere with the facility operations.

5. Lessee agrees to return the leased premises in the same condition as Lessee received them, ordinary wear and tear excepted, and except for any improvements or remediation required of Lessee by this lease. At a minimum, Lessee shall return the premises to a condition complying with Federal, State and Local

regulations, including 30 TAC Chapter 350, with concurrence from the Port as to the specific standard. A security deposit of X (\$_____) will be required of Lessee upon execution of this lease. An inspection of the premises will be conducted prior to occupancy and upon termination of the lease. The District will conduct the inspections, but Lessee will be permitted to have a representative present. In the event that any of the lease premises is not returned in the proper condition as defined above, or if Lessee does not pay any amount due under this Lease, the District will have the right to use any or all of the deposit to restore the condition of the items in question or to recoup any amounts due by Lessee to District under this Lease. The remaining balance of the security deposit after deductions for the cost of any work required to return the lease premises to the proper condition, and deductions for any remaining account balances due to the District by the Lessee, will be refunded to the Lessee and will be returned by Certified Mail to the Lessee's last address of record on file with the District. The District does not release the Lessee from liability for the condition of the items in question nor does it limit its right of recovery of the security deposit.

XIII. Hazardous Materials

As used in this Article, the term "Hazardous Materials" means any hazardous or toxic substances, materials or wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. 172.101) or by the Environmental Protection Agency as hazardous substances (40 C.F.R. Part 302) and amendments thereto, or substances, materials and wastes which are or become regulated under any applicable local, state or federal law, rule, or regulation, including, without limitation, any material, waste or substance which is: (i) petroleum; (ii) asbestos; (iii) polychlorinated biphenyls; (iv) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. 251, et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. 1317); (v) defined as a "hazardous waste"

pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., (42 U.S.C. 6903); or (vi) defined as a "Hazardous Substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601, et seq. (42 U.S.C. 9601).

A. Initial Environmental Audit

Before or within thirty days after the Commencement Date, and prior to Lessee's commencing construction on the premises, the Lessee shall perform a Phase I, and as necessary a Phase II, environmental investigation (the "Initial Environmental Audit") of the Premises. The Initial Environmental Audit shall be performed at Lessee's expense and shall be performed by an environmental engineer or consultant approved by District. District shall receive a copy of the report directly from the consultant and is authorized to communicate directly with the consultant both during the investigation and subsequent to receiving the report. Lessee shall have thirty days from receipt of the Initial Environmental Audit report to notify District that it either will remediate any reportable conditions revealed by the environmental investigations in accordance with TCEQ standards, or that it objects to matters contained in the Initial Environmental Audit and has elected to terminate this lease. Lessee's failure to send a Termination Notice shall be conclusive evidence that Lessee elects not to terminate this Lease and agrees to remediate any reportable conditions. Lessee waives and releases District for all claims that it may have against District for damages resulting from the condition of the premises, whether it elects to terminate the lease under this Article or not. Lessee further waives any right it may have to compel District to remediate the premises and acknowledges that performing the Initial Environmental Audit in no way obligates District to perform any remediation. If Lessee elects to terminate the lease under this Article, such termination shall not relieve any prior lessee or occupant of the property of the obligation to

remediate any condition found by the Initial Environmental Audit. Nothing in this Article is intended to limit District's right to conduct its own environmental investigations of the lease site.

B. Management of Hazardous Materials During Lease Term

Lessee covenants and agrees from the date hereof, and as long as the provisions of this lease shall remain in effect, to remove from the Premises, if and as required by law, any Hazardous Materials placed in or on the Premises by Lessee, its agents, its employees or its independent contractors, and to comply in all respects with all federal, state and local governmental laws and regulations governing such removal. Lessee promises to give notice to District of any claim, action, administrative proceeding (including, without limitation, informal proceedings), or other demand by any governmental agency or other third party involving the existence of Hazardous Materials on the Premises, and copies of any notice of any releases of Hazardous Materials given by Lessee pursuant to any law, rule or regulation, and any report of and response to any such incident.

Lessee agrees to indemnify, pay and protect, defend and save District harmless from and against any and all claims (including, without limitation, third party claims for personal injury or real or personal property damage), actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims), interest, or losses, including reasonable attorneys' and paralegals' fees and expenses, consultant fees, and expert fees, together with all other costs and expenses of any kind or nature (collectively, the "Costs") that arise directly or indirectly from or in connection with the release or suspected release by Lessee or its agents, its employees or its independent contractors of any Hazardous Materials in or into the air, soil, ground water, or surface water at, on, about, under, or within the Premises, or any portion thereof, or elsewhere in connection with Lessee's operations on or in connection with the Premises. The indemnification provided in this lease shall specifically apply to and include claims or actions brought by

or on behalf of employees of Lessee. In the event District shall suffer or incur any such costs, Lessee shall pay to District the total of all such costs suffered or incurred by District upon demand therefor by District. Without limiting the generality of the foregoing, the indemnification provided in this lease shall specifically cover costs, (including capital, operating and maintenance costs), incurred in connection with (1) any investigation or monitoring of site conditions, (2) any cleanup, containment, remedial, removal, or restoration work required or performed by any federal, state or local government agency or political subdivision or performed by any nongovernmental entity or person because of the presence, suspected presence, release, or suspected release of any Hazardous Material in or into the air, soil, ground water, or surface water at, on, about, under, or within the Premises or any portion thereof, or elsewhere in connection with Lessee's operations on or in connection with the Premises and (3) any claims of third parties for loss or damage due to such hazardous materials.

In the event Lessee is required to conduct or perform any investigation or monitoring of site conditions for any cleanup, containment, restoration, removal or other remedial work (collectively the "Remedial Work") under any applicable federal, state or local law or regulation, by any judicial order or by any governmental entity, or in order to comply with any agreements affecting the Premises because of or in connection with any occurrence or event described in this lease, Lessee shall perform or cause to be performed the Remedial Work in compliance with such law, regulation, order or agreement; provided that Lessee may withhold such compliance pursuant to a good faith dispute regarding the application, interpretation, or validity of the law, regulation, order or agreement, subject to the requirements of the following paragraph. All remedial work shall be performed by one or more contractors selected by Lessee and approved in advance in writing by District, and under the supervision of a consulting engineer selected by Lessee and approved in advance in writing by District. All costs and expenses of such Remedial Work shall be paid by Lessee, including, without limitation, the charges of such contractors and/or the consulting

engineer, District's reasonable attorneys and paralegals' fees and costs incurred in connection with monitoring or review of such Remedial Work. If Lessee shall fail to timely commence or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, District may, but shall not be required to, cause such Remedial Work to be performed, and all costs and expenses thereof or incurred in connection therewith shall be Costs within the meaning of this lease. All such Costs shall be due and payable upon demand therefor by District.

Lessee shall be permitted to contest or cause to be contested, subject to compliance with the requirements of this paragraph, by appropriate action any Remedial Work requirement, and District shall not perform such requirement on its behalf, so long as Lessee has given District written notice that Lessee is contesting or shall contest or cause to be contested the application, interpretation, or validity of the governmental law, regulation, order or agreement pertaining to the Remedial Work by appropriate proceedings conducted in good faith with due diligence; provided that such contests shall not subject District or any assignees of District's interest in the Premises to civil liability and does not jeopardize any such parties' interest in the Premises. Lessee shall give such security or assurances as may be reasonably required by District to insure compliance with the legal requirements pertaining to the Remedial Work (and payment of all Costs in connection therewith) and to prevent any sale, forfeiture, or loss by reason of such nonpayment or noncompliance.

C. End-of-Lease-Term Assessment and Removal of Hazardous Substances

In addition, during the final 6 months prior to the termination of this Lease, Lessee shall perform, at its sole expense, an environmental site assessment reasonably acceptable to District to determine the extent, if any, of contamination of the Premises and shall, at its sole expense, clean up, remove, and remediate (i) all Hazardous Substances in, on, or under the Premises, (ii) any petroleum in, on, or under the Premises in excess of allowable levels, and (iii) all contaminants and pollutants in, on, or under the

Premises that create or threaten to create a substantial threat to human health or the environment and that are required to be removed, cleaned up, or remediated by any applicable federal, state, or local statute, regulation, standard, or order. This obligation does not apply to a Release of Hazardous Substances, pollutants, contaminants, or petroleum caused solely by the act or omission of a third party other than an employee or agent of Lessee or a person having a contractual relationship to Lessee, provided that Lessee can establish that it exercised due care to prevent such act or omission of a third party or to minimize the damages therefrom, as provided in 42 U.S.C. § 9607(b) (3) (1988).

D. General

Lessee shall fully cooperate in allowing, from time to time, such examinations, tests, inspections, and reviews of the premises as District, in its sole and absolute discretion, shall determine to be advisable in order to evaluate any potential environmental problems. District expressly reserves the right to conduct examinations, tests, (including but not limited to a geohydrologic survey of soil and subsurface conditions), inspections, and reviews of the premises as District in its sole and absolute discretion may determine to be necessary.

This Article XIII shall be binding upon, inure to the benefit of, and be enforceable by District and Lessee, and their respective heirs, legal representatives, successors and assigns, including, without limitation, any assignee or purchaser of all or any portion of the District's interest in the Premises. If any term of this Article or any application thereof shall be invalid, illegal, or unenforceable, the remainder of this Article and any other application of such term shall not be affected thereby. No delay or omission in exercising any right hereunder shall operate as a waiver of such right or any other right. The provisions of this Article shall survive the termination or expiration of this lease.

XIV. Insurance

Lessee shall keep in full force and effect Bodily Injury Liability, Property Damage Liability covering its operations to be carried out upon or in connection with this lease and Pollution Control Insurance covering third party bodily injury and property damage plus on-site remediation and clean up expenses, and without a terrorism exclusion. Lessee shall also carry replacement cost Fire and Extended Coverage Insurance on all improvements to the leased premises owned by District and leased to Lessee. The policy or policies shall (a) contain a waiver of subrogation in favor of the District for each coverage, (b) name District as additional insured, and (c) contain a clause that the insurance will not be canceled or changed without giving the District thirty days prior written notice. Certificates of insurance and complete copies of the policies shall be furnished to the District for review. The limits of liability and other insurance policy particulars required are attached hereto as Exhibit B and incorporated by reference. The District reserves the rights to amend the limits of liability and other insurance policy particulars required of all District's lessees. Lessee agrees to be bound by said amendments as approved by the District's Board of Commissioners.

XV. Connection to District's Sewer System; Disposal of Waste Water

Lessee agrees to connect to the sanitary sewer system available to the premises and agrees to pay the District its customary charge for such sewer service.

Lessee will pay all costs caused by Lessee's introduction of materials, other than ordinary human waste, into the sanitary sewer system. Lessee, at Lessee's sole cost and expense, will install, maintain and service any dilution tanks, settling tanks, sewer sampling devices, sand traps, grease traps, or other devices required by law for the permitted use of the sanitary sewer system.

All waste water, rain water, etc., not containing noxious, odorous or otherwise harmful substances, may be disposed of through direct underground drains into the basin, except that such drains must leave

the bank at least 8" below the top line of rip rap rock to prevent erosion of the bank. In no event shall any such drain water be shunted or passed over banks of the harbor, nor shall any noxious, odorous or otherwise harmful substance be discharged into such harbor or basin.

XVI. District's Statutory Interest in Lessee's Property

In addition to the District's statutory lien, District shall have at all times a valid security interest to secure payment of all rentals and other sums of money becoming due hereunder from Lessee, and to secure payment of any damages or loss which District may suffer by reason of the breach by Lessee of any covenant, agreement or condition contained herein, upon all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Lessee currently or which may hereafter be situated on the premises, and all proceeds therefrom, and such property shall not be removed therefrom without the consent of District until all arrearages in rent, as well as any and all other sums of money then due to District hereunder shall first have been paid and discharged and all the covenants, agreements and conditions hereof have been fully complied with and performed by Lessee. Upon the occurrence of an event of default by Lessee, District may, in addition to any other remedies provided herein, after giving thirty (30) days' notice of the intent to take possession and giving an opportunity for a hearing thereon, enter upon the premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Lessee situated on the premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Lessee reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale the District or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Lessee reasonable notice, the requirement of reasonable notice shall be met if such notice is given at least 10 days before the actual time of sale. The proceeds from any such disposition, less any and

all expenses connected with the taking possession, holding and selling of the property (including reasonable attorneys' fees and other expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this section. Any surplus shall be paid to Lessee or as otherwise required by law, and the Lessee shall pay any deficiencies forthwith. Upon request by District, Lessee agrees to execute and deliver to District a financing statement in form sufficient to perfect the security interest of District under the provisions of the Uniform Commercial Code in force in the State of Texas. The statutory lien for rent is not hereby waived, the security interest herein granted being in addition and supplementary thereto. Anything to the contrary notwithstanding, said security interest shall be subject and subordinate to a security interest granted by the Lessee to a third party in and to any property owned by Lessee and located upon the leased premises ("Lessee's Property") to the extent such security interest was granted for the purpose of securing payment (i) to the Seller for the purchase price paid by Lessee for Lessee's Property or any portion of such purchase price, or (ii) to a lender advancing funds for such purchase price or any portion of such purchase price or for the construction of improvements upon the leased premises by Lessee.

XVII. Compliance with the Official Tariff of the Port of Brownsville

Lessee agrees to comply with all provisions of the official Tariff of the Port of Brownsville as it now exists or hereafter may be amended. Except as may be otherwise specifically provided in this lease, in the event of a conflict between the provisions of this lease and the provisions of such Tariff, the provisions of the Tariff shall control. Lessee further recognizes that the Port of Brownsville is considered a "waterfront facility" within the meaning of the Marine Transportation Safety Act and regulations promulgated thereunder; that the provision of said Act and regulations require District to adopt and enforce a "Facilities Security Plan"; and that the provisions of said Act, regulations, or plan may restrict access to the leased premises.

Lessee agrees to pay to District as and when they accrue wharfage, port, harbor, and other charges for the use of District public facilities at the rates published in the District's then-effective official Port Tariff containing authorized rates, rules and regulations governing the Brownsville Ship Channel and its publicly-owned wharves, piers, and docks, as well as other lawful charges incurred to District by reason of Lessee's operations on the demised premises. In addition, Lessee agrees to report any and all cargos loaded or unloaded to or from the docks at the lease site as required in the Port of Brownsville Tariff No. 6. In the event Lessee undertakes loading or unloading cargos for a third party, not Lessee's own cargo or belonging to a parent, sister, or subsidiary of Lessee, Lessee shall be required to obtain a stevedore's license before any operations can occur. All Tariff rates apply to any activity on the demised premises, including but not limited to wharfage.

XVIII. Compliance with the Leasing Policies of the District

District and Lessee enter into this Agreement pursuant to District's "Leasing Policies" as may be amended from time to time. The Leasing Policies address matters such as (i) Land Classification; (ii) Lease Rental Rates; (iii) leasing of District-owned improvements; (iv) pipeline and right of way easements; (v) negotiation, renewal, and termination of leases; (vi) utility service; and (vii) insurance. The Leasing Policies, as may be amended from time to time, are incorporated into this Lease by reference and are binding on Lessee as fully as if set forth herein. District shall have the right to make reasonable amendments to the Leasing Policies from time to time for the promotion of the long-range objectives of District, as set out in Policy 301(Local), including the preservation of good order on District property. Beginning thirty (30) days after Lessee receives notice of such amendments or additions to the Leasing Policies from District, the amended or added Policy shall apply to this Lease, and Lessee shall comply with such amended Policy. No newly promulgated Policy and no amendments to the Leasing Policies shall be enforceable against Lessee if any such new or amended Policy is not generally applicable to all

Lessees within Lessee's Land Classification (or, in the case of insurance requirements, to all Lessees operating businesses within a particular Insurance Level). In the event there is an irreconcilable conflict between the provisions of this Lease and the Leasing Policy, the provisions of the Policy shall govern.

XIX. Authority to Execute Lease; No Third-Party Beneficiaries

District expressly warrants that it is the sole owner of the premises, that it has the full right, power and authority to make this lease, and that no other person needs to join in the execution thereof in order for the lease to be binding upon all parties having an interest in the leased premises.

Lessee represents and warrants that it is duly formed and in good standing and has full power and authority to enter into this Lease and has taken all corporate action necessary to carry out the transaction contemplated herein, so that when executed, this Lease constitutes a valid and binding obligation enforceable in accordance with its terms. Lessee shall provide District with corporate resolutions or other proof in a form acceptable to District, authorizing the execution of the Lease at the time of such execution. Lessee explicitly agrees and acknowledges that there are no third-party beneficiaries of this lease

XX. Attorney's Fees

In the event Lessee breaches any of the terms of this agreement, whereupon District employs attorneys to protect or enforce its rights hereunder, or in the event Lessee files a petition in bankruptcy and District employs attorneys to protect its rights, then Lessee agrees to pay the District reasonable attorneys' fees.

XXI. Relocation of Lessee (Right to Relocate)

District reserves the right, on ninety (90) days' notice, to move Lessee at District's expense to another location on District's lands fully suitable for Lessee's purposes. District shall only be responsible

for the expense of moving Lessee's operations. Under no circumstance will District be liable for loss of profits or business interruption damages in the event District exercises its rights under this Article.

XXII. Liens Prohibited

Neither Lessee nor anyone claiming by, through or under Lessee shall have the right to file or place any mechanic's lien of any kind or character whatsoever on the premises, or on any of the buildings or improvements thereon, and notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for any buildings or improvements, alterations or repairs at any time shall be or become entitled to any lien thereon whatsoever. For the further security of District, Lessee shall give actual notice of this restriction in advance to any and all contractors, subcontractors or other persons, firms or corporations that may furnish any such material, service or labor.

XXIII. Miscellaneous

1. Nothing in this Agreement is intended to waive any defense of governmental immunity available to District.
2. The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this Agreement.
3. This Agreement may only be modified in a separate writing signed by both parties. If any controversy, claim, or dispute arises relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorney's fees, and costs. The parties agree that prior to any attempt for court intervention in any dispute between the parties as to this agreement, the dispute will be submitted in good faith to Alternative Dispute Resolution procedures in Cameron County, Texas. If Alternative Dispute Resolution procedures fail, venue for any lawsuit arising out of this Agreement shall be mandatory in State District Court in Cameron County, Texas. This Agreement shall

be governed by and construed under the laws of the State of Texas, excluding any choice of law provisions thereof.

4. This Agreement is for a fixed term, including renewal options specifically provided. Lessee specifically acknowledges that Lessee has no expectation that this Agreement will be renewed beyond the stated term, or that Lessee will receive a new lease when this Agreement expires. Any extension of this lease beyond the stated term (including renewal options) or granting of a replacement lease shall be within the sole discretion of District's Board of Commissioners, as the Board deems to be in the best interests of District.

XXIV. Special Conditions

The following Special Conditions apply to this Lease:

XXV. Entire Agreement

This instrument contains the entire Agreement between the parties hereto, and neither party shall be bound by any representation or agreement, oral or written, made by either party or any of their agents, representatives or employees, not set forth herein.

IN TESTAMONY WHEREOF said **BROWNSVILLE NAVIGATION DISTRICT OF CAMERON COUNTY, TEXAS** and said **NAME OF LESSEE**, have each caused these presents to be executed by its proper officers thereunto duly authorized on this _____ day of _____, 20__.

Signature Page to Follow...

**BROWNSVILLE NAVIGATION DISTRICT
OF CAMERON COUNTY, TEXAS**

(Name of Chairman), Chairman of the Board of Navigation
and Canal Commissioners of the Brownsville Navigation
District of Cameron County, Texas

Attest:

By: _____
Secretary

NAME OF LESSEE

§§§§

**STATE OF TEXAS §
COUNTY OF CAMERON §**

This instrument was acknowledged before me on the _____ day of _____ 20__, by
(Name of Chairman), Chairman of the Board of Navigation and Canal Commissioners of the
BROWNSVILLE NAVIGATION DISTRICT OF CAMERON COUNTY, TEXAS.

Notary Public in and for the State of Texas

**STATE OF _____ §
COUNTY OF _____ §**

This instrument was acknowledged before me on the _____ day of _____ 20__, by
_____ in his/her capacity as
_____ of **NAME OF LESSEE.**

Notary Public in and for the State of _____

Appendix 4

**Sample Daily Berth Log Consisting of the September 21,2023 Log, Shed/Patio Inventory, and
Weekly Picture Log**

SEPTEMBER

D11 Inventory

Vessel	Commodity	Dock Side	Water Side	Quantity
M/V PORT FUKUOKA				
FU-10	STEEL SLABS	X		2
M/V STOCKHOLM EAGLE				
SE-8	STEEL SLABS	X		1
SE-10	STEEL SLABS	X		1
SE-15	STEEL SLABS	X		1
SE-12	STEEL SLABS	X		3
SE-13	STEEL SLABS	X		3
SE-15	STEEL SLABS	X		1
SE-8	STEEL SLABS	X		2
SE-7	STEEL SLABS	X		2
SE-9	STEEL SLABS	X		1
SE-5	STEEL SLABS	X		1
SE-7	STEEL SLABS	X		1
SE-12	STEEL SLABS	X		3
SE-9	STEEL SLABS	X		4
SE-11	STEEL SLABS	X		1
SE-13	STEEL SLABS	X		1
SE-7	STEEL SLABS	X		6
SE-5	STEEL SLABS	X		2
SE-9	STEEL SLABS	X		2
SE-13	STEEL SLABS	X		3

SE-12	STEEL SLABS	X		1
SE-10	STEEL SLABS	X		1
SE-9	STEEL SLABS	X		1
SE-7	STEEL SLABS	X		4
M/V NIKKEI PROGRESSO				
NK-10	STEEL SLABS	X		5
NK-19	STEEL SLABS	X		1
FU-7	STEEL SLABS	X		6
NK-1	STEEL SLABS	X		1
NK-1	STEEL SLABS	X		9
NK-6	STEEL SLABS	X		10
NK-8	STEEL SLABS	X		1
NK-16	STEEL SLABS	X		11
NK-15	STEEL SLABS	X		12
FU-3	STEEL SLABS	X		1
FU-6	STEEL SLABS	X		3
NK-4	STEEL SLABS	X		6
NK-7	STEEL SLABS	X		8
NK-13	STEEL SLABS	X		2
NK-5	STEEL SLABS		X	5
NK-13	STEEL SLABS		X	7
FU-10	STEEL SLABS		X	3
FU-7	STEEL SLABS		X	10
NK-5	STEEL SLABS		X	4
FU-3	STEEL SLABS		X	3
FU-9	STEEL SLABS		X	12
FU-6	STEEL SLABS		X	5
FU-2	STEEL SLABS		X	6
NK-9	STEEL SLABS		X	5
NK-3	STEEL SLABS		X	7

Patio 14

Vessel	Commodity	Dock Side	Water Side	Quantity
N/A	COKE BREEZE		X	N/A

Patio 14 (Restricted Area)

Vessel	Commodity	Dock Side	Water Side	Quantity
M/V MELINDA				
	STEEL SLABS	X		(L)223
				(R)119
				TOTAL 342

[illegible]

VESSEL ARRIVAL CHART

September 21, 2023

Vessels in Port

DATE/TIME ARRIVED TO DOCK	FLAG	VESSEL LAST PORT OF CALL	LOA	ETA	ETD	DOCK	SERVICE	AGENT/OWNER STEVEDORE
9/16/2023 11:00	Liberia	M/V AQUALIBRA Yedlovack, TR	655'	3:00	9/24/2023	D11	To Unload Bagged Cement 45,900 M/T	Dix Dix
9/18/2023 06:00	Marshall Islands	M/V PLATE QUEEN Praia Made, BR	623'	20:30	9/21/2023	D16	To Unload Steel Slabs 50,486.65 M/T	Norton Lilly GSM
9/20/2023 3:55	United Kingdom	M/V KIRRY MANX Rio De Janeiro, BR	656'	14:00	9/20/2023	D15	To Unload Steel Slabs 52,529 M/T	Dix GSM
9/21/2023 2:21	Panama	M/V BERGE CATHERINE Houston, TX	656'	23:30	9/20/2023	D12	To Unload Steel Products 3612.091 M/T	Biehl Schaefer

Brownsville Mooring: M/V AQUALIBRA, M/V PLATE QUEEN, M/V KIRRY MANX, M/V BERGE CATHERINE
 M&M Mooring:

Vessels at Anchorage

DATE/TIME ARRIVED TO	FLAG	VESSEL	LOA	ETA	ETD	DOCK	SERVICE	AGENT/OWNER STEVEDORE

Brownsville Mooring:

M&M Mooring:

Vessels Due

DATE/TIME ETA	FLAG	VESSEL	LOA	ETA	ETD	DOCK	SERVICE	AGENT/OWNER STEVEDORE
9/26/2023	Liberia	M/V IOANNA D Houston, TX	590'	16:46	10/2/2023	D15	To Unload Fly Ash 16,548 M/T	Dix Dix
9/26/2023	Singapore	M/V SV ARISTA Rio De Janeiro, BR	655'	12:00	9/30/2023	D15	To Unload Steel Slabs 52,508 M/T	Dix GSM
10/1/2023	Hong Kong	M/V CL JUDY Sepetiba, BR	656'	6:00	10/3/2023	D15	To Unload Steel Slabs 52,622.105 M/T	Norton Lilly GSM
10/6/2023	Panama	M/V AL WATHBA Tarragona, ES	656'	20:00	10/9/2023	D11	To Unload Aggregate 44,528.424 M/T	Norton Lilly Dix
10/11/2023	Singapore	M/V NORD SUNDA Sepetiba, BR	656'	6:00	10/13/2023	D15	To Unload Steel Slabs 50,000 M/T	Norton Lilly GSM
10/15/2023	Norway	M/V SPAR MIRA Mobile, AL	623'	1:00	10/16/2023	D11	To Unload Steel Coil Slabs 6929.47 M/T	Norton Lilly Schaefer
10/24/2023	Panama	M/V PU LAN HAI Viet Nam, VN	623'	6:00	10/26/2023	D15	To Unload Steel Slabs 47567.596 M/T	Norton Lilly GSM

Notes:

Brownsville Mooring: M/V IOANNA D.

M&M Mooring: M/V SV ARISTA, M/V CL JUDY, M/V AL WATHBA, M/V NORD SUNDA, M/V SPAR MIRA, M/V PU LAN HAI.

Amfels									
DATE/TIME ETA	FLAG	VESSEL	LOA	ETA	ETD	DOCK	SERVICE	AGENT/OWNER STEVEDORE	
7/1/2023 15:15	Malta	O/B BOABARGE 38 IBD: 16.41'	194'	12:00	7/2/2023	Amfels Dock	To Load In Ballast	Host	
Barges in Port									
Tender Time		BARGES			TUG	DOCK	SERVICE	AGENT/OWNER STEVEDORE	
9/17/2023 2:15		K-29065 & K-30086			TUG ATCHAFALAYA	PI OD5	To Unload Gasoline	Kirby TTI	
9/17/2023 13:40		CHEM-3257 & CHEM-3267 (Empty & Released)			TUG AMERICAN PROGRESS	OD6	To Unload NAPHTHA	ACL Bluewing One	
9/18/2023 10:05		CHEM-3209 & CHEM-3701			TUG HOLY CROSS	LCD OD6	To Unload ULSD	ACL Bluewing Royal	
9/18/2023 14:20		CTC-29134 & CTC-29135			TUG MAKENZI HAIDYN	OD3	To Unload Regular Gasoline	ACL TTI	
9/18/2023 15:03		MEM-2305			TUG BROWNWATER XII	OD1 D13	To Unload Coke Breze	ACL Dix	
9/18/2023 15:03		NM-1024			TUG BROWNWATER XII	OD1 OD3	To Unload Liquid Cargo	ACL Interlube	
9/18/2023 17:48		WEB-124 & WEB-126			TUG NIEG KENNEDY MOORE	PI OD6	To Unload Lubo Oil	Blessey KLM	
9/18/2023 17:53		CBC-063, CBC-1102, & CBC-1360			TUG FATHER SEELOS	PI OD3	To Unload Liquid Cargo	Canal Bluewing Royal	
9/19/2023 9:55		CCL-403 & CCL-404			TUG SAM L HAYES	PI OD6	To Unload Gasoline	Chenium Bluewing One	
09/20/2023 7:50		CBC-114 & CBC-112			TUG ST. JOSEPH	PI OD3	To Unload Liquid Cargo	Canal Bluewing Royal	
Barges at	Iron Mike	AEP-7576, AEP-3173, AEP-7073							

Picture Log

September 20, 2023

By Lupita Sosa

Bluewing Interlube
OD3
unloading lube oil from barge CBC-1367



Bluewing One
OD6

unloading naphtha from barges CHEM-3257 & CHEM-3267



TransMontaigne
OD6
unloading gasoline from barges HTCO-31116 & K-28055



Schaefer
D2 & D7
storage 234 hrc came by railcars



Dix Pyramid Yard

This is what is left windmill blades came by trucks from outside



GSM

Pyramid Yard

This is what is left windmill blades came by trucks from outside



Dix
D10
storage equipment came by trucks



Dix
D11

unloading 45,900 M/T of bagged cement from M/V AQUALIBRA and loading directly onto trucks going to Shed#15-E



Dix
Shed#15-E
unloading bagged cement from trucks came from D11, M/V AQUALIBRA



GSM

D11-Waterside/Patioside

This is what is left steel slabs came by M/V NIKKEI PROGRESSO & M/V FUKUOKA



GSM

D12/11

This is what is left steel slabs came by M/V STOCK HOLM EAGLE



GSM
Patio#13-Restricted Area
This is what is left of steel slabs from M/V MELINDA



GSM
D16

unloading steel slabs from M/V PLATE QUEEN and loading onto trucks



Dix
SY-1
loading windmill blades onto open railcars came by trucks



Dix

Patio#22-E

1 space X tank came by M/V UHL FALCON

2 space X tank came by M/V BBC NILE



Schaefer
Shed#15-W

This is what is left bulk sugar came by M/V HAINAN ISLAND



Schaefer
Shed#15-W
loading bagged sugar onto trucks came by M/V ST. PAUL



Dix
Patio#22
storage equipment, leaving by barge



Appendix 5

Facility Layout of POB Tenants/Docks, Patios, and Sheds with MARPOL Annex V Tenants

BROWNVILLE S (RELOCATED)

LEGEND:

- A- BND ADMINISTRATIVE OFFICES
- B- FOUST ENTRANCE GATE
- C- BND PERMIT & RECORDS BUILDING
- D- FOUST ROAD TRUCK PARKING

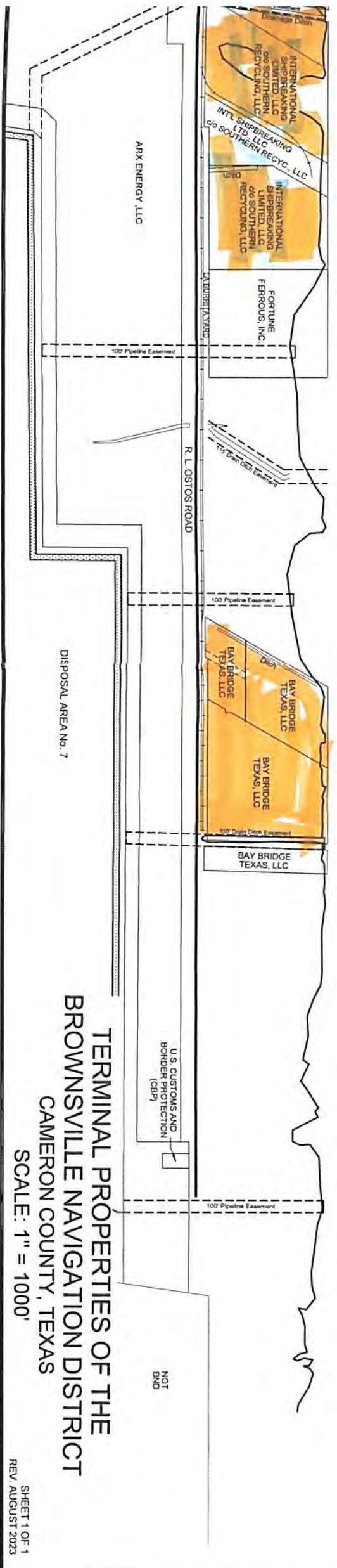
PORT OF BROWNSVILLE POLICE COMMAND CENTER

- U.S. COAST GUARD
- PORT POLICE DEPT.

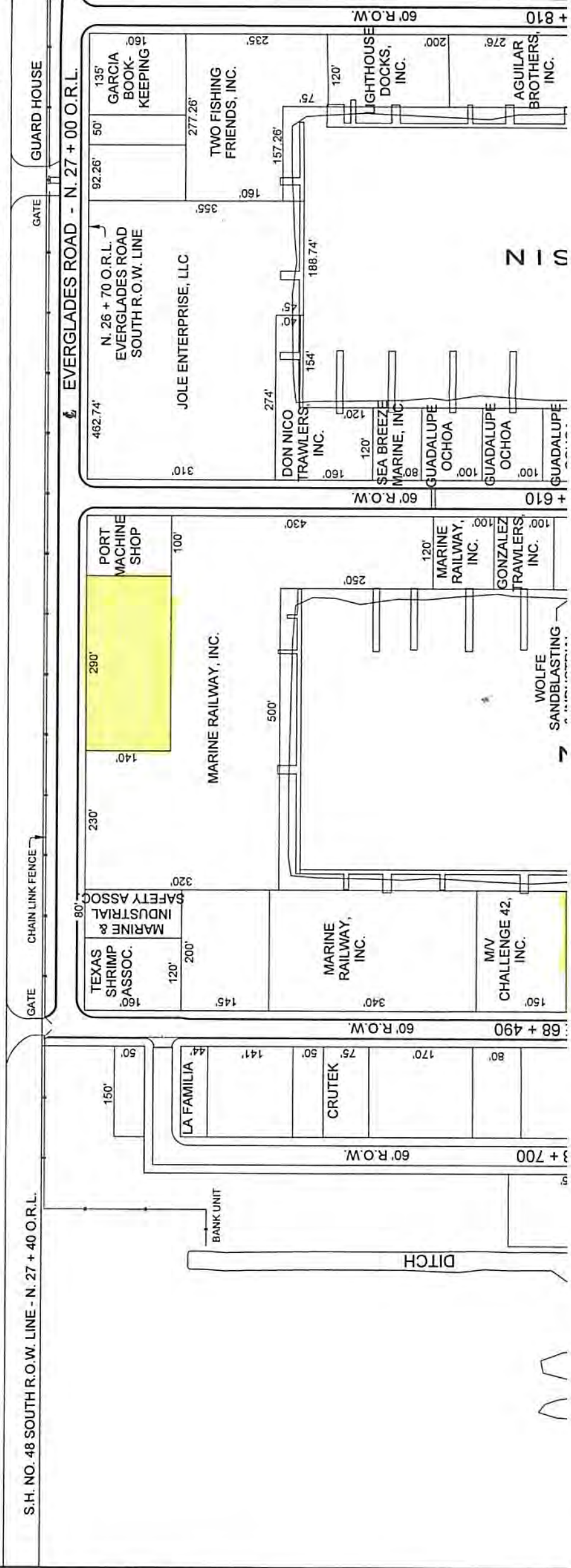
DISPOSAL AREA NO. 8

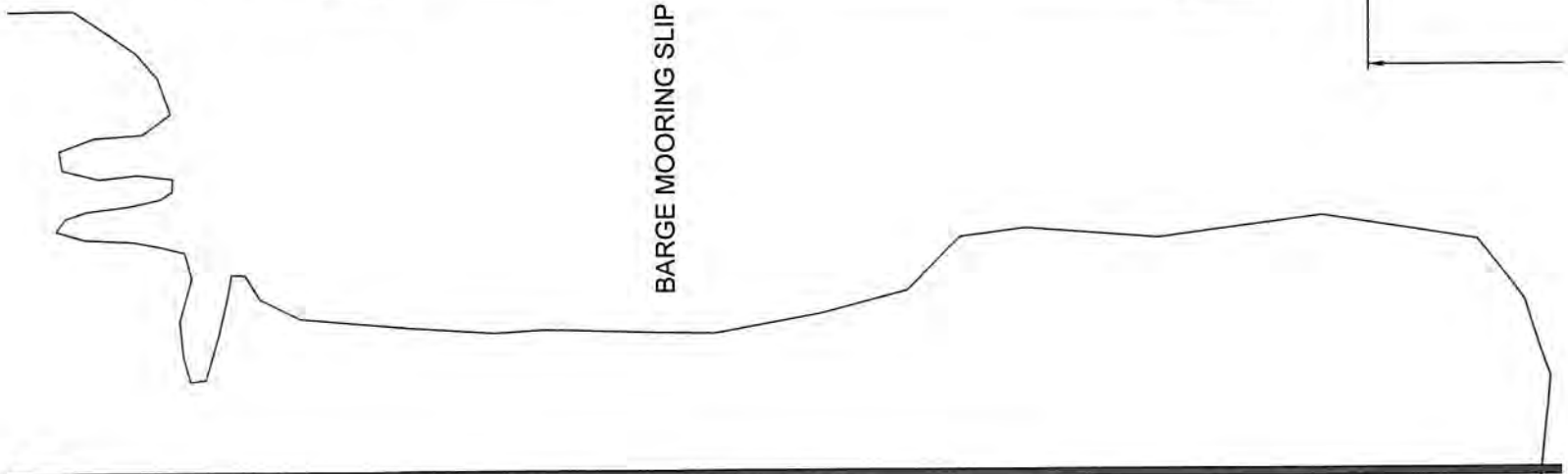
1. U. S. COAST GUARD
2. PORT POLICE DEPT.

BROWNSVILLE S
(RELOCATED)

[illegible]

SCALE: 1" = 1000'





BARGE MOORING SLIP

HAWSER BEND ROAD - USACE 68 + 700

195'	55'	166'	29'	800'
IRON MIKE MARINE, INC.				

ANGLER'S PLACE ROAD - USACE 68 + 46

RODCO MARINE SUPPLY, INC.	FEL GLO, INC.	150'	185'	300'	100'	150'
SHALLOW STALKER BOATS, LLC						

WEST BASIN

WOLFE SANDBLASTING & INDUSTRIAL PAINTING	TRAWLERS INC.	100'	130'	70'	80'	120'	300'	50'	134.16'	63.51'	219'	350'
REYES MARINE INDUSTRIES, INC.												
G&O SHRIMP CO., INC.												
OIL PATCH FUEL & SUPPLY, INC.												
GUADALUPE OCHOA												

CENTER BASIN

TRAWLERS INC.	100'	130'	70'	80'	120'	300'	50'	134.16'	63.51'	219'	350'	100.6'	80.6'	72'	48'	20'
BROWNSVILLE SHRIMP UNLOADING DOCK, LLC.																
MARIA ELENA INC																
WHELAN INDUSTRIES																
LINDA LOU BOAT CORP.																

CAJUN COURT - USACE 66 + 810

BROTHERS, INC.	224'	200'	120'	125'	100.6'	80.6'	72'	48'	20'
----------------	------	------	------	------	--------	-------	-----	-----	-----

SOUTH BASIN

KEPPEL AMFELS, LLC	120'	150'	100'	265'	400'	265'	100'	260'	340'	750'
KEPPEL AMFELS, LLC										
ESPINOZA MANUFACTURING SOLUTIONS										
OCEAN PORT MAINTENANCE, INC.										
OCEAN PORT MAINTENANCE, INC.										
CO-OP MARINE RAILWAYS, LLC										
POLLO'S DIESEL SERVICE AND MOTA'S REFRIGERATION										
MARINE RAILWAY, IN										

6- DRY DOCK COURT - N. 5 + 20 O.R.L. 60' R.O.W.

F.H. ENTRANCE

N 20° 46' 00" W

540'

250'

260'

10'

600'

375'

25'

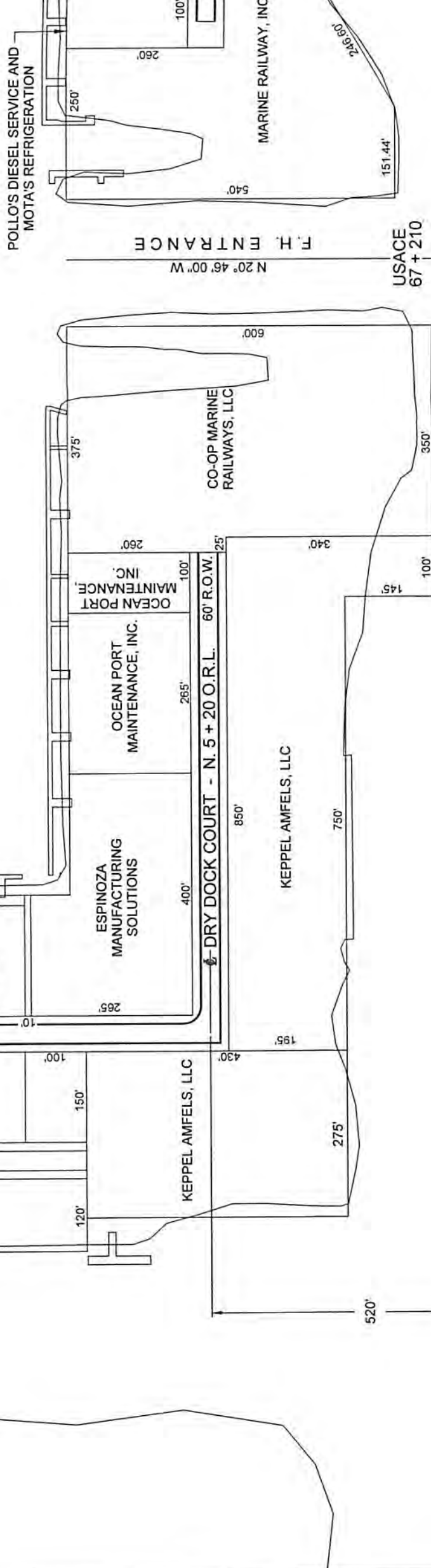
340'

750'

DRAWN BY: J. M. MURPHY



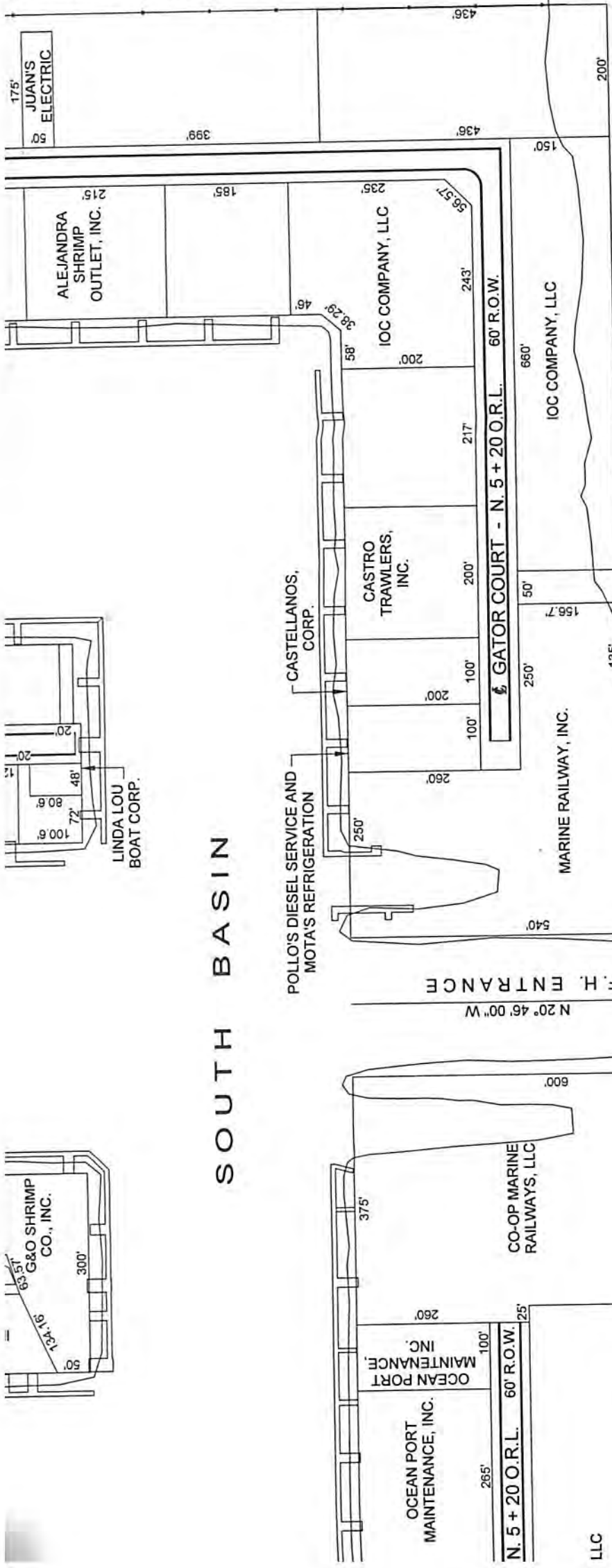
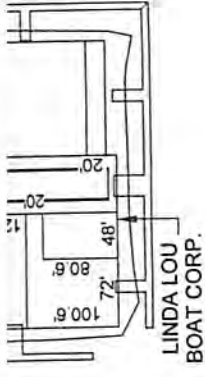
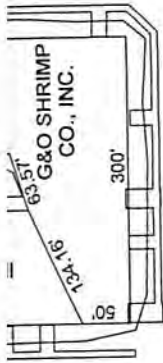
SOUTH BASIN



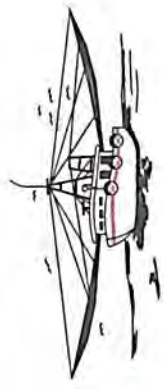
ORIGINAL CENTERLINE BROWNSVILLE SHIP CHANNEL
RELOCATED **BROWNSVILLE SHIP CHANNEL**
69 + 000
USACE
67 + 210
N 20° 46' 00" W
N 69° 14' 00" E

NOTE:
1. REFERENCE LINES ON THIS DWG.
BASED FROM ORIGINAL CENTERLINE
BROWNSVILLE SHIP CHANNEL

LEGEND
N = NORTH
O.R.L. = ORIGINAL REFERENCE LINE



This Drawing is being provided to you by the BND for information purpose warranty, either expressed or implied, as to its accuracy, precision, etc. B the recipient, assume any and all liability and responsibility for verifying th properties, etc., of any boundary lines, easements, rights-of-ways, or any and for the accuracy, precision, etc., of the annotations, dimensions and g



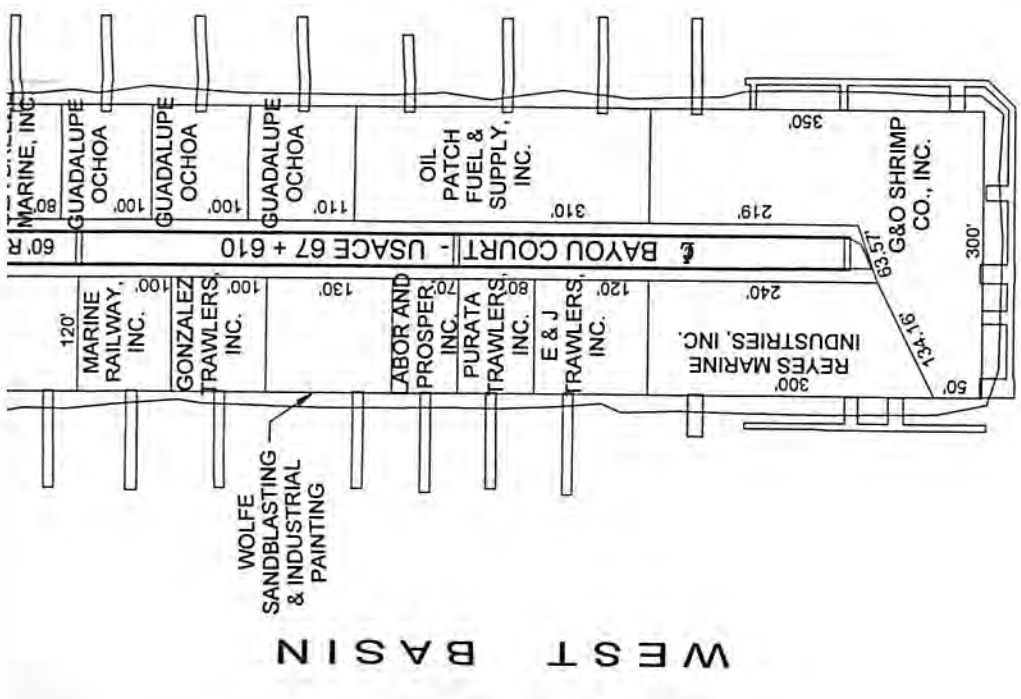
PORT OF BROWNSVILLE

the port that works
FISHING HARBOR

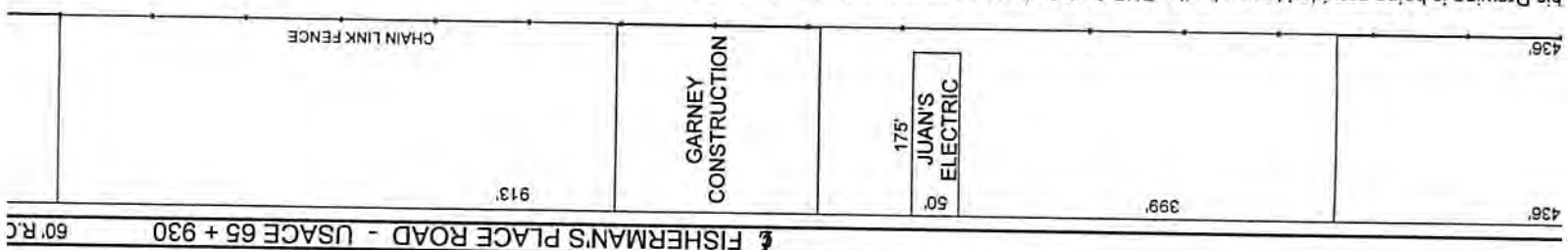
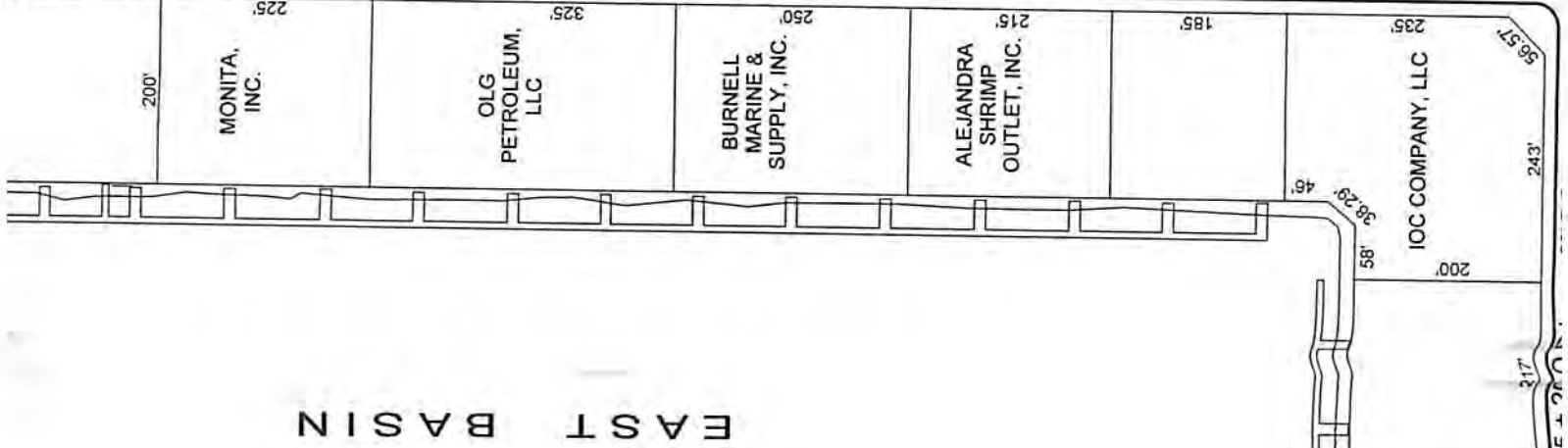
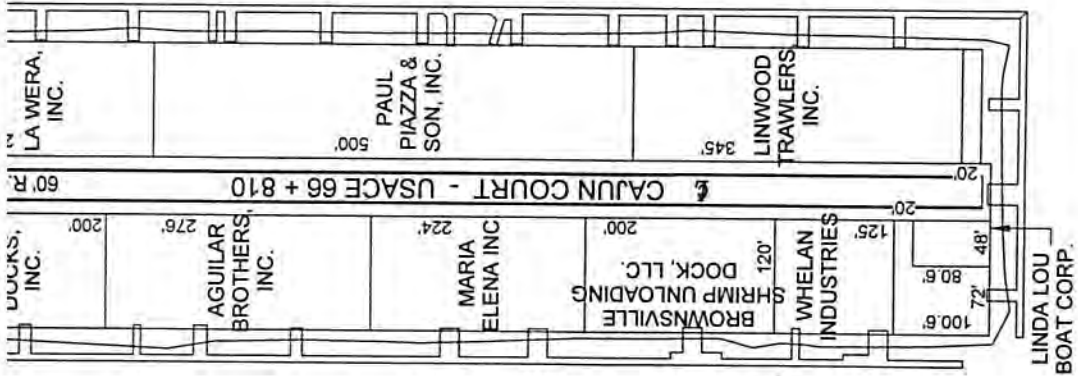
TERLINE BROWNSVILLE SHIP CHANNEL — N 69° 14' 00" E — 50' —
BROWNSVILLE SHIP CHANNEL

SCALE: 1" = 200'

Z:\David\BND MAPS\Fishing Harbor\2023\FH AUG 2023.dwg
DATE DRAWN: JUNE 2001
REV AUGUST 2023



CENTER BASIN



This Drawing is being provided to you by the BND for information purposes only, and the BND makes no warranty, either expressed or implied, as to its accuracy, precision, etc. By use of the attached Dwg., you, the recipient, assume any and all liability and responsibility for verifying the existence, location, dimensions, properties, etc., of any boundary lines, easements, rights-of-ways, or any other information therein depicted, and for the accuracy, precision, etc., of the annotations, dimensions and geometry therein shown.

BND FH WW TP EFFLUENT DISCHARGE



MERIDIAN INDICATED PER SOUTH R.O.W.
 LINE OF STATE HIGHWAY No. 48 (F.M. 1792)
 TEXAS HIGHWAY DEPARTMENT R.O.W. MAP

200' R.O.W.

HOUSE

60' R.O.W.

135'
GARCIA
BOOK-
KEEPING

120'

160'

181'

160'

519'

FRANCISCO

320'

50'

WELDING WORKS
INTERNATIONAL

GATE

CCGS
HOLDINGS,
LLC

100'

100'



208'

FISHING HARBOR
WASTEWATER

208'

Appendix 6

List of Port of Brownsville Tenants Visited

Port of Brownsville 9/21-28/2023 RCRA Inspection – APPENDIX 6: List of Tenants Inspected

	Tenant/Area	Inspection Date	Location
1	ABC Gulf Coast Terminal (ABC)/ Gulf Coast Petroleum Services (GCPS)	9/27/23	15801 R.L. Ostos Road
2	Brownsville Gulfside Warehouse	9/28/23	400 R.L. Ostos Road
3	Cemex Brownsville Ready-Mix Plant	9/25/23	3600 Chemical Road
4	CITGO Petroleum - Brownsville Terminal	9/21/23	11001 R.L. Ostos Road
5	Gulf Stream Marine	9/22/23	2700 R.L. Ostos Road
A	Dock 15/Warehouses (Sheds)#1 and #2	9/22/23	South side of Ship Channel 1 mile east of Turning Basin
B	Dock 16	9/22/23	South side of Turning Basin Extension
C	GSM Warehouse	9/22/23	Northeast of the office
D	Patio 20	9/22/23	South side of Turning Basin Extension
E	Patio 22	9/22/23	South side of Turning Basin Extension
6	Heavy Duty Equipment (HDE) (part of Dix Industries)	9/27/23	440 R.L. Ostos Road
7	International Ship Breaking	9/27/23	18601 R.L. Ostos Road
8	MOTUS T1, LLC	9/21/23	14301 R.L. Ostos Road
9	Nustar	9/27/23	2684 Callaway Drive
10	Seatrium Amfels, Inc.	9/26/23	20000 State Highway 48
11	Signet Maritime	9/22/23	7400 Foust Road
12	Snodgrass, Inc.	9/25 and 26/23	2025 Anglers Place Road
13	Sunoco	9/25/23	9351 Old State Hwy 48
A	Dock 6	9/25/23	North side of Ship Channel 1 mile east of Turning Basin
14	Texas Gulf Trawling, LLC	9/26/23	1430 Everglades Road
15	TLO Logistics	9/28/23	16657 R.L. Ostos Road
16	Valero Brownsville Terminal (VBT)	9/22/23	10905 Old State Highway 49
17	Vulcan Materials Co. - Brownsville Shipyard	9/22/23	10905 R.L. Ostos Road

On 9/28/2023, EPA also drove by the following open areas:

- Dock 3
- Oil Dock 6
- Oil Dock 5
- Oil Dock 2
- Oil Dock 1
- Cargo Dock 3

Appendix 7

GCPS Bright Star Shipping Documents



P.O. Box 795 • Olmito, TX 78575
info@brightstarenviro.com

TCEQ# A86147
EPA# TXR000080600

PRODUCT TRANSPORT DOCUMENT									
Acct #	Route #	Svc Wk.	Svc Interval	Task #	Truck #	Trailer #	PO #		
Generator / Shipper Name S. L. COAST PROPERTIES FULTON, MO		Transporter Bright Star Environmental 2685 N. Carla St Suite C-4 Brownsville, Texas 78520			Designated Facility Bright Star Environmental RT 8 Box 569-L FM 1421 Brownsville, Texas 78520				
EPA ID# State ID#		EPA ID# State ID#			EPA ID# State ID#				
☐ Public Collection		☐ Combustible Gas/Halogen Screening ☐ Pass ☐ Fail - Do not collect		☐ Oil ID-Test (if applicable) ☐ Pass ☐ Fail - Do not collect		Driver Field Screening Signature X			
Certificate of Generator Status									
☐ Is a Conditionally Small Quantity Generator as defined by 40 CFR 261.50				☐ Industrial Generator EPA ID#					
Product Analysis									
Chloride ppm:		Flash Point:		BS&W:		%			
US DOT Proper Shipping Description									
DESCRIPTION		WASTE CODE		QTY		UNITS		CHARGE TYPE	
FUEL OIL*3* NA 1993* PGIII									
USED OIL				215		611L			
OILY WATER									
CONTAMINATED WATER									
USED OIL FILTERS									
OILY RAGS									
PETROLEUM CONTAMINATED DEBRIS									
OTHER									
Generator Certification: I, the generator (or agent for) of this product, hereby certify that the waste identified on this document does not contain or has not come in contact with a hazardous waste listed under 40 CFR 261.30 - 261.33 and is non-hazardous according to 40 CFR 261.1-261.2. This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. I hereby certify that to the best of our knowledge, this company and facility does not generate waste that would require submittals of a Special Waste Disposal Request Form. Additionally, upon generating such wastes, we will notify in writing to Bright Star Environmental Services, LLC (and all of its subsidiaries and assings) and submit all request forms. Disposal of such materials will be performed upon approved of Bright Star Environmental Services, LLC (and all of its subsidiaries and assings).									
I hereby certify that the above description is complete and accurate to the best of my knowledge and ability to determine that no deliberate or willful omissions of compositions or properties exists and that the waste is not designated a hazardous waste by the USEPA or any state agency pursuant to the RCRA of 1976 or contains PCB's regulated TSCA, 40 CFR 761									
Printed/Typed Name			Signature			Date			
Transporter Acknowledgment of Receipt of Materials			Signature			Date			
Printed/Typed Name			Signature			Date			
Designated Facility Owner/Operator Acknowledgment of Receipt of Materials			Signature			Date			
Printed/Typed Name			Signature			Date			



BRIGHT STAR

ENVIRONMENTAL SERVICES, LLC

TEL: 1-855-OIL-CREW (645-2739)

P.O. Box 796 • Olmito, TX 78575
info@brightstarenviro.com

No 23638

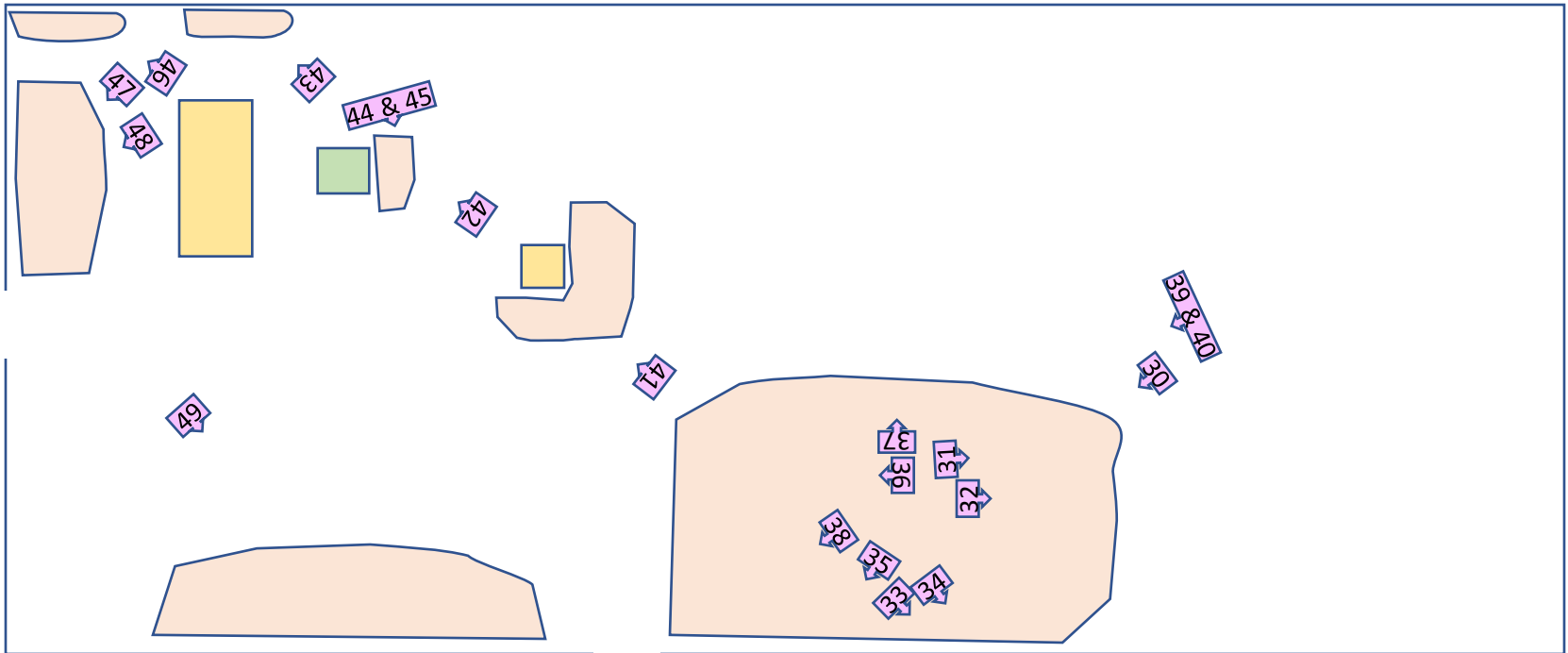
TCEQ# A86147
EPA# TXR000080600

PRODUCT TRANSPORT DOCUMENT

Acct #	Route #	Svc Wk	Svc Interval	Tank #	Truck #	Trailer #	PO #	
Generator / Shipper Name <i>Bright Star Environmental</i>		Transporter Bright Star Environmental 2685 N. Coria St Suite C-4 Brownsville, Texas 78520			Designated Facility Bright Star Environmental RT 8 Box 569-L FM 1421 Brownsville, Texas 78520			
EPA ID# _____ State ID# _____		EPA ID# _____ State ID# _____			EPA ID# _____ State ID# _____			
☐ Public Collection	Combustible Gas/Halogen Screening ☐ Pass ☐ Fail - Do not collect		Clo. -D- Test (if applicable) ☐ Pass ☐ Fail - Do not collect		Driver Field Screening Signature <i>X</i>			
Certificate of Generator Status								
☐ Is a Conditionally Small Quantity Generator as defined by 40 CFR 261.50				☐ Industrial Generator EPA ID# _____				
Product Analysis								
Chloride ppm: _____		Flash Point: _____		BS&W: _____ %				
US DOT Proper Shipping Description								
DESCRIPTION		WASTE CODE		QTY		UNITS		CHARGE TYPE
FUEL OIL*3* NA 1993* PGIII								
USED OIL				<i>9.5</i>		<i>gal</i>		
OILY WATER								
CONTAMINATED WATER								
USED OIL FILTERS								
OILY RAGS								
PETROLEUM CONTAMINATED DEBRIS								
OTHER								
Generator Certification: I, the generator (or agent for) of this product, hereby certify that the waste identified on this document does not contain or has not come in contact with a hazardous waste listed under 40 CFR 261.30 - 261.33 and is non-hazardous according to 40 CFR 261.1-261.2. This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. I hereby certify that to the best of our knowledge, this company and facility does not generate waste that would require submittals of a Special Waste Disposal Request Form. Additionally, upon generating such wastes, we will notify in writing to Bright Star Environmental Services, LLC (and all of its subsidiaries and assigns) and submit all request forms. Disposal of such materials will be performed upon approved of Bright Star Environmental Services, LLC (and all of its subsidiaries and assigns). I hereby certify that the above description is complete and accurate to the best of my knowledge and ability to determine that no deliberate or willful omissions of compositions or properties exists and that the waste is not designated a hazardous waste by the USEPA or any state agency pursuant to the RCRA of 1976 or contains PCB's regulated TSCA, 40 CFR 761								
Printed/Typed Name			Signature			Date		
Transporter Acknowledgment of Receipt of Materials								
Printed/Typed Name			Signature			Date		
Designated Facility Owner/Operator Acknowledgment of Receipt of Materials								
Printed/Typed Name			Signature			Date		

Appendix 8

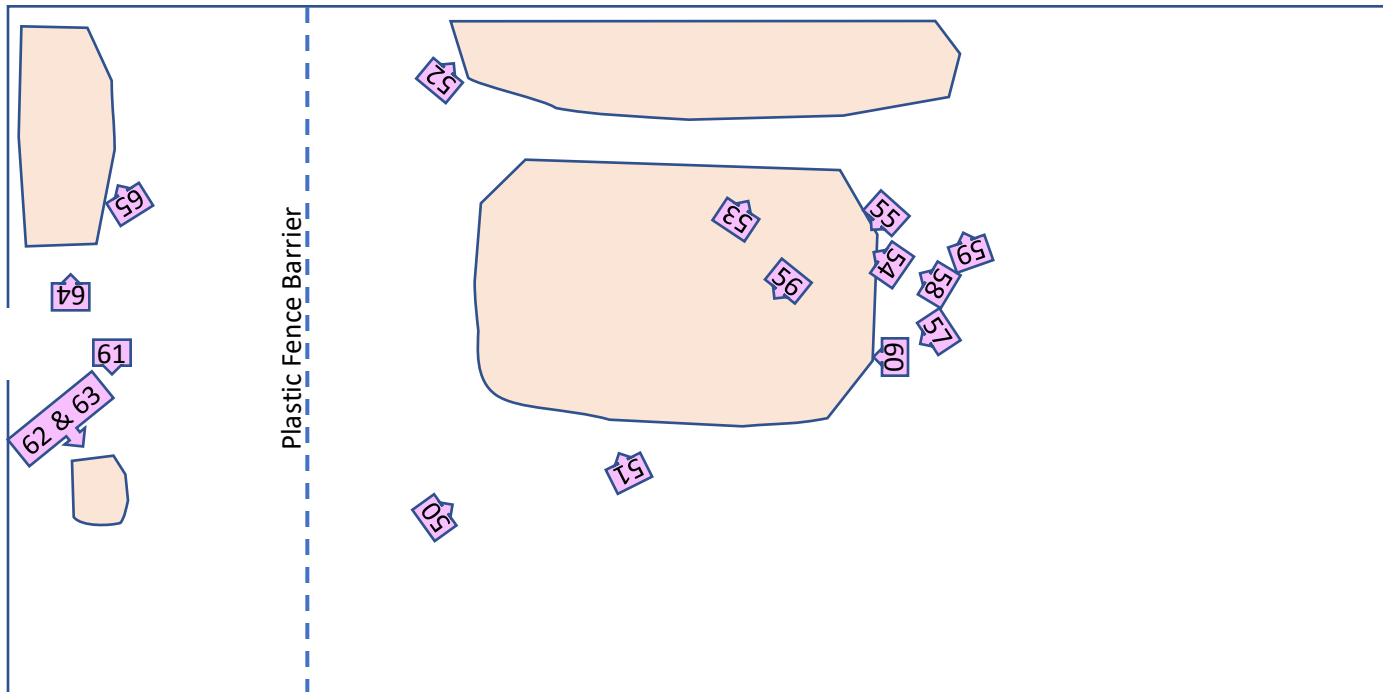
Brownsville Gulfside Warehouse Photo Layout



Brownsville Gulfside Warehouse, Port of Brownsville, TX - Warehouse #1
 9/28/23 RCRA Inspection - Approximate locations and directions of photos taken.

- Photo # and Direction
- Room
- Piece of Equipment
- Paint Related Materials

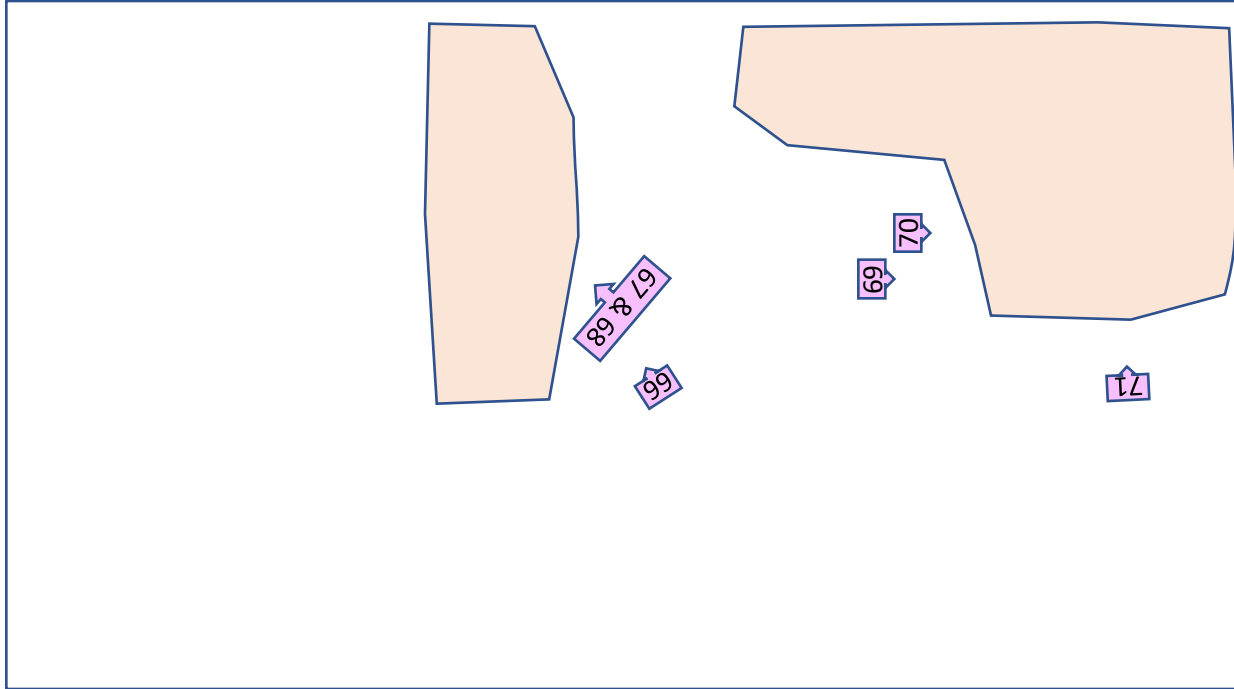
→ **Z**
 Not to Scale



Brownsville Gulfside Warehouse, Port of Brownsville, TX - Warehouse #2
 9/28/23 RCRA Inspection - Approximate locations and directions of photos taken.

-  - Photo # and Direction
-  - Paint Related Materials

→ **N**
 Not to Scale



Brownsville Gulfside Warehouse, Port of Brownsville, TX - Warehouse #3
9/28/23 RCRA Inspection - Approximate locations and directions of photos taken.

-  - Photo # and Direction
-  - Paint Related Materials

→ **N**
Not to Scale