

## MASTER SETTLEMENT AGREEMENT AMENDMENT

The City of Frisco, Texas (the “City”), the Frisco Economic Development Corporation (“EDC”), and the Frisco Community Development Corporation (“CDC”) (collectively, the “Frisco Parties”) and Exide Technologies (“Exide”) agree to following with respect to certain matters relating to the Master Settlement Agreement they entered effective as of June 6, 2012 (the “MSA”):

1. Contemporaneously with the release of funds to Exide from the Purchase Price Escrow Account and the Earnest Money Funds Escrow Account at the J Parcel Closing, Exide shall post with the TCEQ as beneficiary a \$25 million surety bond (the “Surety Bond”) as financial assurance for Exide’s performance of its obligation to complete closure, post-closure and corrective action for the Bowtie Parcel (including on-site and off-site Stewart Creek) in accordance with TCEQ requirements. The Surety Bond shall meet the following requirements:
  - a. The Surety Bond shall be a performance bond in the form attached as Exhibit 1, which contains the TCEQ’s required wording and must be approved by TCEQ. The Surety Bond shall be accompanied by a standby trust agreement naming TCEQ as the beneficiary in the form required by TCEQ. A specimen copy of the Surety Bond and the standby trust agreement to be posted with TCEQ shall be provided to the City for review prior to posting with the TCEQ.
  - b. The Surety Bond shall be issued by a surety meeting applicable TCEQ requirements (i.e., listed as an acceptable surety on Federal bonds in Circular 570 of the United States Department of the Treasury, licensed to do business in Texas, and with underwriting limits that cover the amount of the Surety Bond). The surety shall be either Aspen American Insurance Company or, subject to the reasonable approval of the City, another surety that meets these requirements.
  - c. The Surety Bond may be used by Exide to satisfy the financial assurances required by TCEQ once the remedial action plan for the Bowtie Parcel (the “Bowtie RAP”) is approved by the TCEQ, subject to any adjustment in amount as may be required by TCEQ at such time.
2. The Frisco Parties and Exide (collectively, the “Parties”) agree to cooperate to secure issuance by the TCEQ of the Certificate of Completion under the VCP Program for the J Parcel and to proceed to the J Parcel Closing under the MSA as soon as possible, with a target date for Closing of January 31, 2019, subject to circumstances beyond the reasonable control of the Parties. To this end, the Parties agree to commence discussions upon execution of the Agreement concerning closing items and logistics.
3. Exide and the City agree to the following concerning the Bowtie RAP:
  - a. Based on the discussions that began on November 28, 2018, representatives of Exide and the City will continue to work cooperatively and in good faith to finalize a mutually agreeable Bowtie RAP. Exide agrees to make changes to the configuration of the funnel and gate system to include PRBs only at the western end of the Stewart Creek slurry wall and one or more intermediate locations in the slurry wall as an emergency hydraulic pressure relief mechanism as shown on the site plan attached hereto as Exhibit 2, subject to further technical evaluations that are underway and subsequent review and agreement by technical representatives of Exide and the City on the final configuration. Exide also agrees to a uniform cap system on the Class 2 Landfill, the RCA, the Slag Landfill, and the North Disposal Area, all of which will meet TCEQ and RCRA closure requirements. The exact specifications are attached hereto as Exhibit 3. Exide agrees to pay the cost of the increase in the areal extent of the cap system to include the Slag Landfill and the North Disposal Area. The City agrees to pay for the cost of increasing the thickness of the cover soil of the cap system for the RCA, the Slag Landfill, and the North Disposal Area from 2 feet to 3 feet (“Additional Soil Costs”); provided in the event the City leases the Bowtie Parcel from Exide in the future, the lease shall provide for a credit against future lease payments by the City in an amount equal to the Additional Soil Costs paid by the City. The City and Exide agree to work on other changes

to the Bowtie RAP as suggested by the City in documents submitted to Exide during the November 28 meeting, but Exide is under no obligation to accept the suggested changes. The City and Exide agree to jointly present the modified Bowtie RAP to the TCEQ for review within sixty (60) days following execution of this Agreement. Exide agrees to submit the modified Bowtie RAP to the TCEQ no later than June 1, 2019, subject to circumstances beyond the reasonable control of Exide or its consultant. Except for the City's share of cap system costs, the Bowtie RAP will be paid for by Exide at no cost to the City.

- b. The City retains its rights to provide comments on the Bowtie RAP, which include providing direct input to TCEQ, if full agreement is not reached on all issues. If full agreement is reached by Exide and the City on the modified Bowtie RAP submitted to the TCEQ, Exide and the City will jointly seek expedited TCEQ approval of the Bowtie RAP.
  - c. Exide will consider adding changes to the Bowtie RAP suggested by the City and not included in the Bowtie RAP approved by the TCEQ, provided the cost of such changes are cost neutral to Exide or City agrees to pay the cost difference. Prior to Exide's execution of a contract for such additional work, the City shall review of the contract and cost estimates for such work and, based on such review, may elect by written notice to Exide not to proceed with such changes.
4. Following meetings to resolve the City's outstanding objections regarding costs of remediating the J Parcel to be reimbursed by the City under the terms of the MSA, the Parties agree that the City's share of the costs included in all Reimbursement Requests submitted by Exide to the City shall be reduced by the amount of \$ 450,000. The Parties further agree that the City shall reimburse Exide for \$500,000 of the approximately \$1,800,000 in costs ("Landfill Expansion Costs") incurred by Exide to add an expansion cell to the on-site landfill at the Bowtie Parcel, which was used for disposal of the J Parcel remediation. The Landfill Expansion Costs together with the costs included in all Reimbursement Requests submitted by Exide to the City represent the entire cost of J Parcel remediation, subject to any request by TCEQ for additional work that is material in nature, and that the City's share of such remediation costs is \$3,100,437("Pending J Parcel Reimbursement Amount").
  5. Within five (5) business days of the submission of the Bowtie RAP to the TCEQ as detailed in 3(a) above, the City shall issue to Exide a pretreatment wastewater discharge permit in a form to be agreed upon by the City and Exide following good faith discussions on the draft proposed by the City on December 13, 2018. The permit shall have a renewable term of one year subject to Exide's compliance with the terms of the permit and the City's Pretreatment Ordinance.
  6. Within five (5) business days following execution of this Amendment, the Parties shall request a stay of the lawsuit filed by Exide against the Frisco Parties pending completion of the J Parcel Closing, payment to Exide of the Pending J Parcel Cost Reimbursement Amount and issuance of the pretreatment wastewater discharge permit to Exide; and, upon completion of said items, Exide shall dismiss the lawsuit with prejudice.
  7. Exide agrees that to the extent there is available space in the disposal area on the Bowtie Parcel to accommodate soils currently stockpiled on the City's Railroad Museum property that meet Class 2 (i.e., non-hazardous) waste criteria, Exide will allow the City to dispose of such soils on the Bowtie Parcel if such disposal is authorized by the TCEQ. Exide shall not charge the City for such disposal, but the City shall be responsible for transportation costs.
  8. The MSA is amended to incorporate the Agreement set forth in this document but otherwise remains in effect.
  9. Capitalized terms used but not defined in this agreement shall have the meanings included in the MSA.

The foregoing is agreed to by the Parties as of January \_\_, 2019.

EXIDE TECHNOLOGIES doing business in  
Texas as EXIDE TECHNOLOGIES, INC., a  
Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE CITY OF FRISCO, TEXAS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FRISCO ECONOMIC DEVELOPMENT  
CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FRISCO COMMUNITY DEVELOPMENT  
CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit 1**

**PERFORMANCE BOND**

Date bond executed: \_\_\_\_\_

Effective date: \_\_\_\_\_

Principal: (legal name and business address of owner or operator) \_\_\_\_\_

Type of organization: (insert "individual," "joint venture," "partnership," or "corporation") \_\_\_\_\_

State of incorporation: \_\_\_\_\_

Surety(ies): (name(s) and business address(es)) \_\_\_\_\_

Permit number, name, physical and mailing addresses, and closure, post closure, or corrective action amounts(s) for each facility guaranteed by this bond (indicate closure, post closure, or corrective action amounts separately for each facility): \_\_\_\_\_

Total penal sum of bond: \$ \_\_\_\_\_

Surety's bond number: \_\_\_\_\_

Know All Persons By These Presents, That We, the Principal and Surety(ies) hereto are firmly bound to the Texas Commission on Environmental Quality, hereinafter called TCEQ, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

Whereas said Principal is required, under the appropriate program area, to comply with permit requirements in order to own or operate each facility identified above, and

Whereas said Principal is required to provide financial assurance for closure, post closure, or corrective action as a condition of the permit or other applicable requirements, and

Whereas said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance;

Now, therefore, the conditions of this obligation are such that if the Principal shall faithfully perform closure, post closure, or corrective action, whenever required to do so, of each facility for which this bond guarantees closure or post closure in accordance with the closure plan or post closure plan and other applicable requirements of the permit, or perform corrective action in accordance with the permit or other applicable requirements as may be amended, pursuant to all applicable laws, statutes, rules and regulations, as such laws, statutes, rules, and regulations may be amended,

Or, if the Principal shall provide alternate financial assurance, as specified in 30 Texas Administrative Code, Chapter 37 (relating to Financial Assurance) and obtain the TCEQ executive director's written approval of such assurance, within 90 days after the date of notice of cancellation is received by both the Principal and the TCEQ executive director from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect.

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above.

Upon notification by the TCEQ executive director that the Principal has been found in violation of the closure, post closure, or corrective action requirements for a facility for which this bond guarantees performance of closure, post closure, or corrective action, the Surety(ies) shall either perform closure, post closure, or corrective action in accordance with the closure plan or post closure plan and other applicable requirements of the permit, or perform corrective action in accordance with the permit or other applicable requirements, or place the amount guaranteed for the facility in the standby trust fund as directed by the TCEQ executive director.

Upon notification by the TCEQ executive director that the Principal has failed to provide alternate financial assurance, as specified in 30 Texas Administrative Code, Chapter 37, and obtain written approval of such assurance from the TCEQ executive director during the 90 days following receipt by both the Principal and the TCEQ executive director of a notice of cancellation of the bond, the Surety(ies) shall place funds in the amount guaranteed for the facility(ies) into the standby trust fund.

The surety(ies) hereby waive(s) notification of amendments to closure plans or post closure plans and other applicable requirements of the permit, or permits requiring corrective action or other applicable requirements for corrective action, applicable laws, statutes, rules, and regulations and agrees that no such amendment shall in any way alleviate its (their) obligation on this bond.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

The principal may terminate this bond by sending written notice to the Surety(ies) and TCEQ, provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by the TCEQ executive director and written acknowledgment that the City has received the notice.

In Witness Whereof, The Principal and Surety(ies) have executed this Performance Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies) and that the wording

on this surety bond complies with the wording required in 30 Texas Administrative Code §37.321 as such regulation was constituted on the date this bond was executed.

Principal

(Signature(s)) \_\_\_\_\_

(Name(s)) \_\_\_\_\_

(Title(s)) \_\_\_\_\_

(Corporate seal)

(Corporate Surety(ies))

(Name and  
address)

\_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Liability limit: \$ \_\_\_\_\_

(Signature(s)) \_\_\_\_\_

(Name(s) and title(s)) \_\_\_\_\_

(Corporate seal)

(For every co-surety, provide signature(s), corporate seal, and other information in the same manner as for Surety above.)

Bond premium:

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**12-18-2018 DRAFT**

**SPECIAL INDUSTRIAL USER PERMIT**

In accordance with the provisions of City of Frisco Ordinance No. 92-08-02

**EXIDE TECHNOLOGIES  
7471 SOUTH FIFTH STREET  
P.O. BOX 250  
FRISCO, TX 75034**

is hereby authorized Under City of Frisco Ordinance NO. 92-08-02 (Ordinance) to discharge only treated groundwater from the French Drain, treated CAMU leachate, and treated RCRA remediation wastewater from the above identified Exide former operating facility (facility); through the outfall identified herein into the City of Frisco (City) Sanitary Sewer System for transmission into the North Texas Municipal Water District (NTMWD) Stewart Creek West and Panther Creek Regional Wastewater Treatment Works in accordance with the conditions set forth in this permit. Compliance with this permit does not relieve Exide of its obligation to comply with any or all applicable standards or requirements under local, State, and Federal laws, including any such regulations, standards, requirements, or laws that may become effective during the term of this permit.

Exide hereby acknowledges that the facility is no longer an operating industrial facility and this permit is a Special Industrial User Permit to allow Exide to discharge the treated water described herein during RCRA closure activities.

Noncompliance with any term of this permit shall constitute a violation of the Ordinance. Violation of any discharge limit and/or sampling frequency may, at the City's sole discretion, result in immediate suspension of this permit. Repeat violations of any discharge limit and/or sampling frequency may, at the City's sole discretion, result in termination of this permit. Following any such suspension or termination, the City shall afford Exide an opportunity for a show cause hearing with the City Manager (or designee) to be held within 10 days of such suspension or termination to allow Exide to confirm the basis for the suspension has been corrected or to show cause why the basis for the suspension or termination was in error and the suspension or termination should be rescinded.

This permit shall become effective on \_\_\_\_\_, 2018 and shall expire at midnight on \_\_\_\_\_, 2019.

*If Exide wishes to continue to discharge after the expiration date of this permit, an application must be filed for a renewal in accordance with the requirements of the Ordinance, a minimum of 90 days prior to the expiration date.*

By: \_\_\_\_\_  
Paul Knippel  
Director of Engineering Services  
City of Frisco

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Issued this \_\_\_\_\_ day of \_\_\_\_\_, 2018

**PART 1 - EFFLUENT LIMITATIONS**

- A. During the effective period of this permit, for up to 8 designated hours each operating day, Exide is authorized to discharge the wastewater referenced herein to the City's sanitary sewer system from the outfall listed below.

Description of outfall:

<u>Outfall</u>	<u>Description</u>
200	Sampling weir located inside the facility's wastewater treatment building. This is the outfall where the former categorical process wastewater was historically monitored.

See Attachment D for maps and photos of the sample outfall location for verification.

- B. During the effective period of this permit, the discharge from Outfall 200 shall not exceed the following effluent limitations. Exide hereby represents that all effluent discharged to the City's sanitary sewer system shall be conveyed only from this outfall and shall be subject to the sampling and limits as set forth herein.

EFFLUENT LIMITATIONS  
Frisco City Ordinance #92-08-02

<u>Parameter</u>	<u>Monthly Average</u>
Total Arsenic	0.71 mg/L
Total Cadmium	0.07 mg/L
Total Lead	0.43 mg/L

<u>Parameter</u>	<u>Annual Average</u>
Biochemical Oxygen Demand (BOD)	474 mg/L
Total Chromium	1.30 mg/L
Total Copper	2.07 mg/L
Total Cyanide	0.61 mg/L
Total Nickel	1.75 mg/L
Total Silver	0.24 mg/L
Total Zinc	1.27 mg/L
Total Mercury	0.06 mg/L
Total Phenols	28 mg/L
Total Suspended Solid	592 mg/L



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Ammonia Nitrogen 19 mg/L

PERMIT LIMITS

Parameter	Single Test Not to Exceed Total Report
Total Antimony	Report
Total Arsenic	5.0 mg/L
Total Cadmium	1.0 mg/L
Total Selenium	1.0 mg/L
Total Lead	5.0 mg/L
Total Dissolved Solids (TDS)	20,000 mg/L
Chloride	Report
Sulfate	Report

The pH shall not be greater than 10.5 Standard Units (SUs) or less than 5.0 SUs.

Hazardous waste shall not be introduced into Exide’s pretreatment system or discharged into the City’s sanitary sewer system.

**PART 2 - MONITORING REQUIREMENTS**

- A. During the effective period of the permit, Exide shall monitor Outfall 200 for the following parameters, at the indicated frequency:

<u>Parameter</u>	<u>Units</u>	<u>Frequency</u>	<u>Sample Type</u>
Total Antimony	mg/L	1/month	32 part, flow weighted 8-hour composite
Total Arsenic	mg/L	1/week	32 part, flow weighted 8-hour composite
Total Cadmium	mg/L	1/ week	32 part, flow weighted 8-hour composite
Total Chromium	mg/L	1/month	32 part, flow weighted 8-hour composite
Total Copper	mg/L	1/month	32 part, flow weighted 8-hour composite
Total Cyanide	mg/L	1/month	Grab
Total Lead	mg/L	1/week	32 part, flow weighted 8-hour composite
Total Mercury	mg/L	1/month	32 part, flow weighted 8-hour composite
Total Nickel	mg/L	1/month	32 part, flow weighted 8-hour composite
Total Selenium	mg/L	1/ week	32 part, flow weighted 8-hour composite

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Total Silver	mg/L	1/month	32 part, flow weighted 8-24 hour composite
Total Zinc	mg/L	1/month	32 part, flow weighted 8-hour composite
pH	SU	1/month	Grab
BOD	mg/L	1/6 months	32 part, flow weighted 8-hour composite
TDS	mg/L	1/week	32 part, flow weighted 8-hour composite
Chloride	mg/L	1/month	32 part, flow weighted 8-hour composite
Sulfate	mg/L	1/month	32 part, flow weighted 8-hour composite
TSS	mg/L	1/6 months	32 part, flow weighted 8-hour composite
Ammonia Nitrogen	mg/L	1/6 months	32 part, flow weighted 8-hour composite
Total Phenols	mg/L	1/6 months	Grab

Parameters with a frequency of 1/6 months shall be collected for the first 6-month period and submitted on the 25<sup>th</sup> day of the following month that was sampled and for the second 6-month period samples shall be collected during July to December and submitted on the 25<sup>th</sup> day of the following month that was sampled.

Weekly samples will not be required if no discharge occurs that week (Saturday-Friday).

- B. All samples shall be collected, preserved, and analyzed in accordance with the procedures established in 40 CFR Part 136 and amendments.

**PART 3 - REPORTING REQUIREMENTS**

- A. Monitoring results shall be summarized and reported on an Industrial User Monitoring Report form (Attachment C). The IU Monitoring Report form submitted to the NTMWD shall contain an original signature signed by the authorized signatory. Attached to the IU Monitoring Report shall be the corresponding laboratory report. The reports are due on the 25th day of the following month that is reported. The report shall indicate the nature and concentration of all pollutants in the effluent for which sampling and analyses were performed. The original reports are to be submitted to the NTMWD and a copy to the City.
- B. If Exide monitors any pollutant more frequently than required by this permit, using test procedures prescribed in 40 CFR 136 or amendments thereto, or otherwise approved EPA or as specified in this permit, the results of such monitoring shall be included in any calculations of actual daily maximum or monthly average pollutant discharge and results shall be reported in a monthly report submitted to the NTMWD and a copy to the City. Such increased monitoring frequency shall also be indicated in the monthly report.

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- C. If the results of Exide’s wastewater analysis indicate that a violation of this permit has occurred, Exide shall:
1. Inform the NTMWD, and the City, within 24 hours (via telephone: 972-442-5405, facsimile: 972-442-5405, email: bnoack@ntmwd.com or pretreatment.info@ntmwd.com or in person); and the City at 972-292-5410 (Paul Knippel, City of Frisco, Director of Engineering Services); and
  2. Repeat the sampling and pollutant analysis and submit, in writing, the results of this second analysis within 10 days of the first violation. Exide shall submit a report, within 10 days of the first violation, identifying the cause and corrections performed to alleviate the violation.
- D. Accidental Discharge Report
1. Exide shall notify the NTMWD and the City immediately upon the occurrence of an accidental discharge of substances prohibited by the Ordinance or this permit, any slug loads or spills, or a discharge as a result of a catastrophic event that may enter the City’s sanitary sewer system. The NTMWD Pretreatment Coordinator should be contacted at all times at 972-442-5405. If the accidental discharge occurs outside of normal working hours (Monday – Friday, 8 am – 5 pm) Exide shall notify the NTMWD operator that an unpermitted discharge has occurred and the NTMWD Pretreatment Coordinator needs to be contacted immediately. The City should be contacted during normal business hours at 972-292-5410 and all other times the City should be contacted through the Police Department at 911. The notification shall include location of discharge, date and time thereof, type of waste, including concentration and volume, and corrective action taken. Exide’s notification of accidental releases in accordance with this section does not relieve it of other reporting requirements that arise under local, State, or Federal laws.
  2. Within five days following an accidental discharge, Exide shall submit to the NTMWD and the City a detailed written report. The report shall specify:
    - i. Description and cause of the upset, slug load or accidental discharge, the cause thereof, and the impact on Exide’s compliance status. The description should also include location of discharge, type, concentration and volume of waste.
    - ii. Duration of noncompliance, including exact dates and times of noncompliance and, if the noncompliance is continuing, the time by which compliance is reasonably expected to occur.
    - iii. All steps taken or to be taken to reduce, eliminate, and/or prevent recurrence of such an upset, slug load, accidental discharge, or other conditions of noncompliance.
- E. All reports required by this permit shall be submitted to the NTMWD and the City at the following addresses:

North Texas Municipal Water District  
P.O. Box 2408  
Wylie, TX 75098

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ATTN: Brooke Noack

City of Frisco  
P.O. Drawer 1100  
Frisco, TX 75034

ATTN: Paul Knippel, Director of Engineering Services

- F. All documents submitted pursuant to this permit shall be signed and certified by the authorized signatory of Exide Technologies. The certification statement shall read:

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

If an authorization as defined in the Standard Conditions Section D(5) attached to this permit is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for the environmental matters for the company, a new authorization satisfying the requirements the Standard Conditions Section D(5) paragraphs (a-d) must be submitted to the NTMWD and the City. This authorization shall be submitted upon the change and prior to reports being signed by the new authorized signatory.

- G. The laboratory reports, which include the Chain-Of-Custody (C-O-C), shall meet NTMWD, Texas Commission on Environmental Quality, United States Environmental Protection Agency and 40 CFR requirements and guidelines. The laboratory reports shall have the following:

<u>COC</u>	<u>Report</u>
✓	✓ Industry name
✓	✓ Physical address
✓	✓ Outfall/sample location
✓	✓ Date & time sampling began
✓	✓ Date & time sampling ended
✓	✓ Sampler's name
✓	Sampler's signature
✓	✓ Sampler's affiliation
✓	✓ Sample type - Grab, time composite, flow-weighted composite
✓	✓ Sample intervals or No. of parts
✓	Sampler used
✓	Sample container size & material
✓	Preservative
✓	Analysis requested
✓	✓ Field data w/ date & time measured
✓	Received/relinquished w/ date, time, signature, affiliation –

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(must complete the chain)

✓        ✓    Quality control data

**PART 4 - SPECIAL CONDITIONS**

A.    FACILITY CHANGES

If, at any time, Exide changes any wastewater generation process or plumbing, Exide must notify the NTMWD and the City 60 days prior to making such changes.

B.    REOPENER CLAUSE

This permit may be reopened and modified to incorporate any new or revised requirements contained in the National pretreatment regulations, TCEQ regulations, any RCRA closure Response Action Plan, and the Ordinance.

This permit may be reopened and modified to incorporate any new or revised requirements resulting from requirements developed by the NTMWD as are necessary to ensure POTW compliance with applicable biomonitoring requirements as stated in the permit, and applicable sludge management requirements promulgated by the EPA (40 CFR 503).

C.    The outfall (sampling site) must be clearly and permanently labeled in plain view with two-inch characters. The label shall read “NTMWD O/F 200” for outfall 200.

**PART 5 - ATTACHMENTS**

Please refer to Attachment A for the standard conditions for an industrial user permit.

Please refer to Attachment B for a permit application form to be used for the next required permit.

Please refer to Attachment C for a Self-Monitoring Report Form.

Please refer to Attachment D for a map and picture of the permitted outfall.