



**Environmental  
Protection  
Agency**

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## **Environmental Permit(Renewed & Modified)**

Issued under the Environmental Protection Act, Cap. 20:05, Laws of Guyana, the Environmental Protection (Amendment) Act, 2005, and the Environmental Protection (Authorisations) Regulations, 2000.

|                       |   |
|-----------------------|---|
| <b>Reference No.:</b> | <b>20160112- TVSBA</b>  |
| <b>Fee:</b>           | <b>Small (C2) i.e., US\$ 100 per year</b>   |
| <b>Fee Paid:</b>      | <b>US\$500 (for Five (5) years (October 2023- September 2028))</b>  |
| <b>Addressee:</b>     | <b>Messrs. Tryon Vevacanand &amp; Satishwar Baliram<br/>Proprietors<br/>Aluminum Plus<br/>Lot 56, Chateau Margot<br/>Railway Embankment<br/>East Coast Demerara</b> |
| <b>Activity:</b>      | <b>Manufacture of Aluminum Windows</b>  |

Aluminum Plus, hereinafter referred to as the "Permit Holder", is hereby authorised in accordance with the Environmental Protection Act, Cap. 20:05, the Environmental Protection (Amendment) Act, 2005, and the Environmental Protection (Authorisations) Regulations, 2000, to Manufacture Aluminum Windows at Lot 56, Chateau Margot, Railway Embankment, East Coast Demerara hereinafter referred to as the "Project", in a manner indicated in the Application for Renewal of Environmental Authorisation submitted on November 30, 2022, and subject to the terms and conditions set forth herein under the Environmental Protection Act, Cap. 20:05, Laws of Guyana, existing and/or forthcoming Regulations made under the said Act, and/or any applicable laws, guidelines, best practices, and standards relevant to this project.

This is a Renewal & Modification of Operation Permit, Reference No: 20160112- TVSBA issued on December 14, 2021, and expired on October 31, 2022.

The Permit Holder, His Servants, Agents, and/or Sub- Contractors shall comply with the following Terms and Conditions for Operation:

### **1.0 OPERATION**

- 1.1 The Permit Holder shall submit to the Agency upon receipt, Central Housing and Planning Authority (CH&PA) approval for the operation

**of an Aluminum Window Manufacturing Facility.**

- 1.2 Make an application to the Agency to vary this Permit in instances where it becomes necessary to:
  - i. change the construction, operation, structure, or layout of the facility and all associated buildings;
  - ii. change equipment, machine, apparatus, mechanism, system, or technology serving the facility;
  - iii. change the position and design of any outlet at the point or points of discharge of effluents; or
  - iv. effect any other change outlined in 20(3) of the Environmental Protection (Authorisations) Regulations.
- 1.3 All employees and third parties under your direction shall be made aware of the conditions of the Environmental Authorisation.
- 1.4 The Permit Holder shall provide training on good environmental practices. Annual training records shall be maintained on-site and made available to the EPA upon request.
- 1.5 Fire prevention and control equipment shall be maintained in accordance with the **Guyana Fire Service Approval.**
- 1.6 Adhere to the requirements of the **Occupational Safety and Health Act, Cap—99:01, Laws, of Guyana.**

**2.0 MANUFACTURING FACILITY (ALUMINIUM WINDOWS)**

- 2.1 Servicing, maintenance, and storage of heavy-duty equipment shall be conducted within the confines of the facility and on an impervious base.
- 2.2 Maintenance of machines, equipment, and tools shall be conducted in accordance with the manufacturer's specifications. Summarised maintenance records shall be kept by the Project and made available for inspection by the EPA upon request.
- 2.3 All manufacturing of aluminum windows shall be done within the confinement of the workshop.
- 2.4 Storage of manufacturing materials (Glass, aluminum fragments, and plastic tubes) shall be within a secure area, and access restricted to authorized personnel only.
- 2.5 The Project shall establish and maintain records of distribution or sales of scrap wastes from the manufacturing process. Records shall be maintained on-site and made available for inspection by the EPA upon request.
- 2.6 Disposal of manufacturing waste shall be at an EPA-authorized facility.

### **3.0 NOISE QUALITY MANAGEMENT**

- 3.1 Adhere to the provisions of the **Environmental Protection (Noise Management) Regulations, 2000.**
- 3.2 All noise-producing activities such as drilling and sawing shall be conducted in a designated area. The area shall be enclosed using materials of good insulation properties (e.g., hollow concrete blocks, insulation boards, solid clay bricks, etc.) by **December 31, 2023.**
- 3.3 The Project shall comply with the Guyana National Bureau of Standards (GNBS) Guidelines for Noise Emission into the Environment at a distance of 15 m (50 ft.) from the property boundary,

**Residential Limits: 75 dB (Day-time (06:00 h -18:00 h))**  
**60 B (Night-time (18:00 h - 06:00 h))**

- 3.4 Noise emissions shall be monitored annually during hours of operation; sample points shall be at least 50 ft. from the property boundary. All records of all monitoring exercises shall be maintained by the Project and to the Agency as a component of the **Annual Report** or upon request.

### **4.0 WASTE MANAGEMENT**

- 4.1 In accordance with the **Environmental Protection (Litter Enforcement) Regulations, 2013**, promote good sanitation and solid waste disposal practices on site. Covered garbage receptacles shall be placed upon impervious bases at strategic locations, both within and outside the facility.
- 4.2 Burning of waste is **strictly prohibited**. All solid waste shall be disposed of at an approved solid waste disposal site by an EPA Authorised Waste Disposal Company.
- 4.3 Good housekeeping, sanitary, and hygienic practices shall be maintained at all times. The Project's drains and surroundings shall be kept free of vegetation and litter.
- 4.4 Solid waste receptacles shall be secured when not in use.
- 4.5 Promote waste minimization and the reuse and/or recycling of waste and other materials where practical.
- 4.6 Waste collection areas shall be kept clean. Dry methods shall be used when cleaning waste handling and disposal areas (e.g., sweeping, use of absorbents).
- 4.7 Septic Tank(s) shall be maintained in accordance with the Guyana National Bureau of Standards Code of Practice for the Design and Construction of Septic Tanks and Associated Secondary Treatment and Disposal Systems:

- i) The septic tank shall not be located within 1.5 meters of a building or property boundary;
- ii) septic tanks shall be installed with a sand and charcoal filter bed, or other appropriate design for further treatment; and
- iii) shall be accessible for cleaning and de-sludging.

4.10 Any modification to the Septic tank shall be in accordance with the Guyana National Bureau of Standards (GNBS) *Code of Practice for the Design and Construction of Septic Tanks and Associated Secondary Treatment and Disposal Systems*.

## **5.0 COMPLIANCE MONITORING AND REPORTING**

- 5.1 Notify the Environmental Protection Agency **within one (1) hour** of the occurrence of any environmental emergencies (e.g., oil spills, hazardous materials/wastes spill, sudden onset disaster, natural, technological, or human-induced factors that cause or threaten to cause severe environmental damage as well as harm to human health or livelihood).
- 5.2 Make all employees, and third parties under your direction, aware of the conditions of the Permit and provide training on good environmental practices.
- 5.3 Monitor the implementation of the conditions of this Permit, insofar as they involve adherence by your employees and all third parties under your direction.
- 5.4 Notify the Agency in writing of any change of name or ownership of the Permit Holder's facility within **thirty (30) days** after the change occurs.
- 5.5 Notify the Agency **within (21) days** in the event of death, bankruptcy, liquidation, or receivership of the Permit Holder or if the Company becomes a party to an amalgamation.
- 5.6 Maintain and submit to the Agency records of the type, composition, and quantity of contaminant released (i.e., any solid, liquid, gas, odor, sound, vibration, radiation, heat, or combination of any of them).
- 5.7 Submit **Annual Reports** to the EPA on the progress of the operation and compliance with the conditions under which this Permit was granted on or before **March 31, each year**.
- 5.8 Report to the Agency any non-compliance(s) with the Environmental Permit:
  - I. Within **twenty-four (24) hours** of the time the Permit Holder of becomes aware of the non-compliance, the anticipated manner in which it may endanger human health or the environment.





- II. Within **seventy-two (72) hours**, submit to the Agency a written report containing a description of the non-compliance, its cause, and the period of non-compliance including exact dates and time.
- III. Submit a report to the Agency indicating the reasons and the anticipated time it is expected to continue if the non-compliance has not been corrected.
- 5.9 It is the responsibility of the Permit Holder to ensure the permitted activity and premises are secured and that all practicable steps necessary to prevent fires, explosions, leaks, or suspected leaks and spills at the permitted premises are taken.
- 6.0 INSTITUTIONAL AUTHORITY/ LIABILITIES**
- 6.1 The EPA reserves the right to conduct regular inspections of the Permit Holder's operation as part of its monitoring and enforcement requirements under the Environmental Protection Act, Cap. 20:05, the Environmental Protection (Amendment) Act, 2005, and the Environmental Protection Regulations, 2000.
- 6.2 EPA reserves the right to review/amend the conditions attached to this Permit which also includes the review and/or amendment of permit fees in consideration of any changes in fee schedule as determined by the Agency for projects of this nature.
- 6.3 Permit Holder shall, at all times, allow entry to the permitted facility to any Officer designated by the EPA for the purposes of conducting inspections or any other legitimate business of the Agency. Pursuant to s.38 of the Environmental Protection Act, Cap. 20:05, Laws of Guyana, it is an offense to assault, obstruct or hinder an authorized person in the execution of his/her duty under the said Act or its Regulations and the Permit Holder shall be liable to penalties prescribed under paragraph (c) of the Fifth Schedule for doing so.
- 6.4 EPA shall have the right to cancel or suspend this Permit for breach of any of the terms and conditions contained herein.
- 6.5 Permit Holder shall be strictly liable for the adverse effect of any discharge or release, or cause or permit the entry of pollution, a contaminant in any amount, concentration, or level in excess of that prescribed by the regulations or stipulated by this environmental authorization, as is attributed to projects of this nature and in accordance with section 19(1), (2), and (3) of the Environmental Protection Act, Cap. 20:05.
- 6.6 Permit Holder shall be guilty of any offense in accordance with s. 39(1), (2), (3), (4) of the EP Act, Cap. 20:05, which states respectively – "every person who causes material or serious environmental harm by polluting the environment intentionally or recklessly and with the knowledge that material and/or serious environmental harm will or might result is guilty of an offense, and shall be liable to the penalties

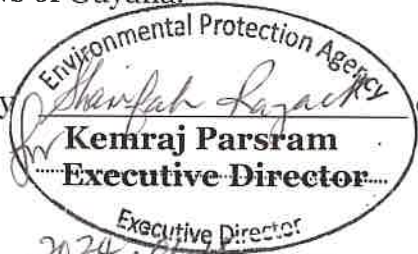
prescribed under the Act.”

- 6.7 Permit Holder shall be liable to any gross negligence or willful misconduct caused by the Permit Holder, his Servants, and/ or Agents, to the marine or terrestrial environment, biodiversity, protected species, and natural habitat with respect to any release or discharge, spill, contaminant fluids, oil or lubricants from the fuel storage facility.
- 6.8 Permit Holder shall compensate any Party who suffers any loss or damage as a result of the attributed project. (See: s. 19(3)(e) of the Environmental Protection Act, Cap. 20:05).
- 6.9 Permit Holder, his Servants, and/or Agents shall be strictly jointly and severally liable as follows:
- a. For any activity that causes, or is likely to cause pollution of the environment, unless the person takes all reasonable and practicable measures to prevent or minimize any resulting adverse effect, in accordance with Section 19(1)(a) of the Environmental Protection Act, Cap. 20:05, Laws of Guyana.
  - b. For any activity that results in the discharge, release, or entry into the environment of any contaminant in any amount, concentration, or level in excess of that prescribed by the regulations or stipulated by this Permit, in accordance with Section 19(1)(b) of the Environmental Protection Act, Cap. 20:05 Laws of Guyana.
  - c. The discharge or release of contaminants, such as hydraulic fluids, lubricants, fuel, or other industrial fluids relative to the Project, which are not stipulated herein, or by Regulations under the Environmental Protection Act, are strictly prohibited. Any such discharge or release shall be a violation of Section 19(1)(b) of the Environmental Protection Act.
  - d. For the compensation of any Party who suffers any loss or damage as a result of the project. (s.19(3)(e)) Environmental Protection Act, Cap. 20:05, Laws of Guyana.
  - e. For any material or serious environmental harm caused by pollution of the environment, whether intentionally or recklessly, in accordance with sections 39 (1), (2), (3), and (4) of the Environmental Protection Act, 20:05, Laws of Guyana.
  - f. Any gross negligence or wilful misconduct resulting in serious risk, or adverse effects to the marine environment, biodiversity, protected species, and natural

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- habitat with respect to any release or discharge, spill, contaminant fluids, oil, or lubricants from any facilities permitted under this project.
- g. For the payment of all costs and expenses related to the assessment of damage and investigations required, as a result of any pollution incidents attributable to the activity for which this Permit has been issued.
- 6.10 The Permit Holder shall be responsible for the payment of all costs related to the assessment of damage and costs for the independent assessor (s).
- 6.11 The Agency (EPA) shall notify the Permit Holder immediately of any written claim or notice sent by any Complainant seeking loss or damage for negligence as a result of the Permit Holder's lack of due care and diligence.
- 6.12 Should the Permit Holder contravene or be likely to contravene any condition of this Permit, the Agency (EPA) may issue an Enforcement Notice to him, in accordance with s.26 of the Environmental Protection Act, Cap: 20:05, Laws of Guyana.
- 6.13 Where it appears to the Agency (EPA) that the Permit Holder is engaged in any activity that may pose a serious threat to natural resources serious pollution of the Environment or any damage to public health, the Agency may issue to the Permit Holder a Prohibition Notice, which may include an order to immediately cease the offending activity (See: s. 27 of the Environmental Protection Act, Cap. 20:05).
- 6.14 The Permit Holder is obligated to ensure that the Operation of Aerial Spraying using Aircraft is permitted by other relevant authorities.
- 6.15 The Permit is effective for the period stipulated herein: **October 2023 – September 2028.**
- 6.16 This Environmental Permit (Renewed & Modified) shall remain valid until **September 30, 2028**, unless otherwise suspended, cancelled, modified, or varied in accordance with the provisions of this Permit or the Environmental Protection Act, Cap. 20:05, the Environmental Protection (Amendment) Act, 2005, and the Environmental Protection (Authorisations) Regulations, 2000.
- 6.17 This Permit must be renewed by submitting a completed *Application Form for Environmental Authorisation* (Environmental Permit) to the Agency at least six months before this Permit expires, that is, no later than **March 31, 2028.**
- 6.18 Any late submission of renewal application(s) after the specified date as stated above, may require the Permit Holder to pay, in addition to the renewal fee, a late penalty fee (accruing at the time such obligation was first owed for renewal) at a rate of **two thousand dollars (\$2,000.00) per day for every day late**, until such renewal application is submitted to the Agency, without prejudice to any other rights of the Permit Holder in connection therewith.

- 6.19 Failure to comply with the requirements of this Permit or with applicable laws and regulations, whether existing or forthcoming, shall render the Permit Holder liable to prosecution and to penalties, inclusive of civil penalties, injunctive relief, and imprisonment, as prescribed under the Environmental Protection Act, Cap: 20:05, Laws of Guyana, the Environmental Protection Regulations, and other applicable laws of Guyana.

Signed by  on behalf of the Environmental Protection Agency  
**Kemraj Parsram**  
**Executive Director**  
Date 2024.01.18

I hereby accept the above terms and conditions upon which this Environmental Permit (Renewed & Modified) is granted and agree to abide by the Environmental Protection Act, Cap. 20:05, the Environmental Protection (Amendment) Act, 2005, and the Environmental Protection (Authorisations) Regulations, 2000, and any existing or forthcoming regulations, guidelines, best practices and standards made under this Act.

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|-------------|---|
| NAME        | TRYON UBVACANAND  |
| DATE        | 18/01/2024  |
| SIGNATURE   | Tryon Uvacaonand  |
| DESIGNATION | 20 Chabon Market Railway Embankment<br>East coast Demerara. |

