OIL SPILL RECOVERY CONTINGENCY PLAN (INTEGRATED CONTINGENCY PLAN)

Plantation Pipe Line Company

Eastern, Central, and Western Response Zones

Prepared for:

PLANTATION PIPE LINE COMPANY
1435 Windward Concourse
Alpharetta, GA 30005

Prepared by:

Response Management Associates, Inc.
6620 Cypresswood, Suite 200
Spring, TX 77379
(281) 320-9796 • (281) 320-9700 FAX

Updated Internally at PPL since 09/2005

ACKNOWLEDGMENT AND PLAN APPROVAL

The information and procedures in this Plan must be treated as guidelines only. The user should determine to what extent it is practical and advisable to follow them. This decision may involve considerations not discussed in this Plan.

The information and procedures contained herein are considered to be accurate as of this date and are consistent with the National Contingency Plan (NCP) and applicable Area Contingency Plans (ACP) as detailed in Section 1.5.

Plan Approved:

W. G. Simmons

W. G. Simmons
Qualified Individual (QI)
Plantation Pipe Line Company (operated by Kinder Morgan)

Date: 4/28/09

Regulatory Cross-references are included in Appendix A of this Plan.

OIL SPILL RECOVERY CONTINGENCY PLAN (INTEGRATED CONTINGENCY PLAN)

DISTRIBUTION LIST

NOTE: The Distribution of this Plan is controlled by the Copy Number located on the front cover and title page. Plan Distribution Procedures are provided in Section 1.3 and the Plan Review and Update Procedures are provided in Section 1.4 and should be followed when making any and all changes.

ALPHARETTA, GEORGIA (PPL HQ)		
COPY #	**PLAN HOLDER**	**ADDRESS**
1	Manager – Pipeline Safety	PPL – 1100 Alderman Drive, Suite 200 – Alpharetta, GA 30005
3	Director – Environmental Health & Safety	PPL – 1100 Alderman Drive, Suite 200 – Alpharetta, GA 30005
4	Director – Engineering	PPL – 1100 Alderman Drive, Suite 200 – Alpharetta, GA 30005
6	Director – Field Operations	PPL – 1435 Windward Concourse – Alpharetta, GA 30005
7	Environmental Engineer	PPL – 1100 Alderman Drive, Suite 200 – Alpharetta, GA 30005
13	OCC Control Room	PPL – 1435 Windward Concourse – Alpharetta, GA 30005
14	President	Kinder Morgan / SE Region – 500 Dallas Street – Houston, TX 77002
15	Commonwealth of Virginia	Department of Environmental Quality – 629 East Main Street – Richmond, VA 23240 – Attn.: Environmental Program Manager
16 – 17 (CD copies)	Environmental Planning Officer	Office of Pipeline Safety Pipeline and Hazardous Material Safety Administration U.S. Department of Transportation 1200 New Jersey Avenue SE – E- 22 - 321 Washington, DC 20590
18	O'Brien's Response Management Inc.	6620 Cypresswood Drive, Suite 200 – Spring, TX 77379
BATON ROUGE, LOUISIANA		
COPY #	**PLAN HOLDER**	**ADDRESS**
19	Emergency Response Trailer	PPL – MD Tank Farm – 2200 Blount Road – Baton Rouge, LA 70807
20	Operations Manager	PPL – MD Tank Farm – 2200 Blount Road – Baton Rouge, LA 70807
21	O&M Supervisor	PPL – MD Tank Farm – 2200 Blount Road – Baton Rouge, LA 70807
22	ROW Technician	PPL – MD Tank Farm – 2200 Blount Road – Baton Rouge, LA 70807
23	Engineering Associate	PPL – 2200 Blount Road – Baton Rouge, LA 70807
24	Engineering Associate	PPL – 2200 Blount Road – Baton Rouge, LA 70807
25	Product Technologist	PPL – 2200 Blount Road – Baton Rouge, LA 70807
26	Field Environmental	PPL – 2200 Blount Road – Baton Rouge, LA 70807
27	Station – Baton Rouge	PPL – 2200 Blount Road – Baton Rouge, LA 70807
28	Station – Dock – Baton Rouge	PPL – MD Dock – 2200 Blount Road – Baton Rouge, LA 70807
COLLINS, MISSISSIPPI		
COPY #	**PLAN HOLDER**	**ADDRESS**
29	Emergency Response Trailer	PPL – 356 Mississippi Highway 588 - Collins, MS 39428
30	Operations Manager	PPL – 356 Mississippi Highway 588 - Collins, MS 39428
31	O&M Supervisor	PPL – 356 Mississippi Highway 588 - Collins, MS 39428
32	ROW Technician	PPL – 356 Mississippi Highway 588 - Collins, MS 39428
33	Engineering Associate	PPL – 356 Mississippi Highway 588 - Collins, MS 39428
34	Station – Collins	PPL – 356 Mississippi Highway 588 - Collins, MS 39428
35	Station – Meridian	PPL – 161 65th Avenue – Meridian, MS 39307
HELENA, ALABAMA		
COPY #	**PLAN HOLDER**	**ADDRESS**
36	Emergency Response Trailer	PPL – 900 Shelby County Road 52 East – Helena, AL 35080
37	Operations Manager	PPL – 900 Shelby County Road 52 East – Helena, AL 35080
38	O&M Supervisor	PPL – 900 Shelby County Road 52 East – Helena, AL 35080
39	ROW Technician	PPL – 900 Shelby County Road 52 East – Helena, AL 35080
40	Engineering Associate	PPL – 900 Shelby County Road 52 East – Helena, AL 35080
41	Field Environmental	PPL – 900 Shelby County Road 52 East – Helena, AL 35080
42	Station – Helena	PPL – 900 Shelby County Road 52 East – Helena, AL 35080
43	Station – Montgomery	PPL – 201 Hunter Loop Road – Montgomery, AL 36108
44	Station – Oxford	PPL – 114 Chevron Road – Oxford, AL 36203

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BREMEN, GEORGIA		
COPY #	PLAN HOLDER	ADDRESS
45	Emergency Response Trailer	PPL – 3000 Miller Academy Road – Bremen, GA 30110
46	Operations Manager	PPL – 3000 Miller Academy Road – Bremen, GA 30110
47	O&M Supervisor	PPL – 3000 Miller Academy Road – Bremen, GA 30110
48	ROW Technician	PPL – 3000 Miller Academy Road – Bremen, GA 30110
49	Engineering Associate	PPL – 3000 Miller Academy Road – Bremen, GA 30110
50	Product Technologist	PPL – 3000 Miller Academy Road – Bremen, GA 30110
51	Station – Breman	PPL – 3000 Miller Academy Road – Bremen, GA 30110
52	Emerg. Response Trailer – Chattanooga	PPL – 4720 Bonny Oaks Drive – Chattanooga, TN 37416
53	ROW Technician – Chattanooga	PPL – 4720 Bonny Oaks Drive – Chattanooga, TN 37416
91	Station – Chattanooga	PPL – 4720 Bonny Oaks Drive – Chattanooga, TN 37416
54	Station – Knoxville	PPL – 4901 Middlebrook P ke – Knoxville, TN 37921
55	Station – Macon	PPL – 2544 Allen Road – Macon, GA 31206
56	Station – Columbus	PPL – 5205 Miller Road – Columbus, GA 31909
57	Station – Lithia Springs	PPL – 3530 County Line Church Road – Lithia Springs, GA 30134
58	Emergency Response Trailer – Doraville	PPL – 2901 Woodwin Road – Doraville, GA 30360
59	O&M Supervisor – Doraville	PPL – 2901 Woodwin Road – Doraville, GA 30360
60	ROW Technician – Doraville	PPL – 2901 Woodwin Road – Doraville, GA 30360
61	Engineering Associate – Doraville	PPL – 2901 Woodwin Road – Doraville, GA 30360
62	Station – Doraville	PPL – 2901 Woodwin Road – Doraville, GA 30360
63	Station – Athens	PPL – 3570 Jefferson Road – Athens, GA 30601
GREENSBORO, NORTH CAROLINA		
COPY #	PLAN HOLDER	ADDRESS
64	Emergency Response Trailer	PPL – 6907-A West Market Street – Greensboro, NC 27409
65	Operations Manager	PPL – 6907-A West Market Street – Greensboro, NC 27409
66	O&M Supervisor	PPL – 6907-A West Market Street – Greensboro, NC 27409
67	ROW Technician	PPL – 6907-A West Market Street – Greensboro, NC 27409
68	Engineering Associate	PPL – 6907-A West Market Street – Greensboro, NC 27409
69	Product Technologist	PPL – 6907-A West Market Street – Greensboro, NC 27409
70	Field Environmental	PPL – 6907-A West Market Street – Greensboro, NC 27409
71	Station – Greensboro	PPL – 6907-A West Market Street – Greensboro, NC 27409
72	Emergency Response Trailer – Gastonia	PPL – 2740 South New Hope Road – Gastonia, NC 28056
73	O&M Supervisor – Gastonia	PPL – 2740 South New Hope Road – Gastonia, NC 28056
74	ROW Technician - Gastonia	PPL – 2740 South New Hope Road – Gastonia, NC 28056
75	Station – Gastonia	PPL – 2740 South New Hope Road – Gastonia, NC 28056
76	Station – Paw Creek, NC	PPL – 6869 Freedom Drive – Paw Creek, NC 28130
77	Station – Belton, SC	PPL – 120 Sherrard Road – Belton, SC 29627
78	Station – Spartanburg, SC	PPL – 160 Platnation Road – Spartanburg, SC 29302
79	Station – Roanoke, VA	PPL – 5262 Terminal Road SW – Roanoke, VA 24014
80	Emergency Response Trailer – Richmond	PPL – 1800 Trenton Avenue – Turnpike Exit 8 – Richmond, VA 23234
81	O&M Supervisor – Richmond	PPL – 1800 Trenton Avenue – Turnpike Exit 8 – Richmond, VA 23234
82	ROW Technician – Richmond	PPL – 1800 Trenton Avenue – Turnpike Exit 8 – Richmond, VA 23234
83	Engineering Associate – Richmond	PPL – 1800 Trenton Avenue – Turnpike Exit 8 – Richmond, VA 23234
84	Station – Richmond	PPL – 1800 Trenton Avenue – Turnpike Exit 8 – Richmond, VA 23234
85	Emergency Response Trailer – Newington	PPL – 8204 Terminal Road – Newington, VA 22122
86	O&M Supervisor – Newington	PPL – 8204 Terminal Road – Newington, VA 22122
87	ROW Technician – Newington	PPL – 8204 Terminal Road – Newington, VA 22122
88	Station – Newington	PPL – 8204 Terminal Road – Newington, VA 22122
89	South Carolina Department of Health & Environmental Control	Bureau of Environmental Services – 2600 Bull Street – Columbia, SC 29201
90	North Carolina Department of Environmental & Natural Resources	Division of Water Quality – 1601 Mail Service Center – Raleigh, NC 27699
Electronic Master	Manager - Emergency Response Programs	Kinder Morgan Energy Partners, L.P. 500 Dallas Street, Suite 1000, Houston, TX 77002

OIL SPILL RECOVERY CONTINGENCY PLAN (INTEGRATED CONTINGENCY PLAN)

REVIEW/REVISION RECORD

Note: It is the responsibility of the holder of this plan to insure that all changes and updates are made. The holder shall:

- Remove and discard obsolete pages.
- Replace obsolete pages with the updated pages.
- Record each revision on this form or include revision summaries provided with the respective update.

Revision/Review Date	Affected Page Number(s)	Description of Change(s)	Initials
November 2000	Figure 2.4	Personnel Changes/Review	
December 2000	ix, x, Figures 4.3, 4.4, and 4.5	Organization/Personnel Changes/Review	
January 2001	No Change-reviewed for OPS tabletop drill in Hattiesburg, MS	Review	
April 2001	No change-reviewed during Hazwoper Refresher	Review	
May 2002	Various pages in Forward and Sections 1, 2, 3, 4, and 6. Also, various pages in Appendices C, G, I, K, and M.	Organization/Personnel Changes/Plan Maintenance/Review	
June 2003	Acknowledgement and Plan Approval, Figure 1.1, Section 2, Figure 2.4, Figure 2.7 (Federal),Section 2.8, Section 3, Section 4, Section 6, Appendices C, D, G, I, K, M	Organization/Personnel Changes/Plan Maintenance/Review	
August/September 2004	Table Of Contents, Section 2, Section 3, Section 4, Appendices A, B, C, M,O, Removed Figure 3.4, Removed Section 3.8 for LPG	Organization/Personnel Changes/Plan Maintenance/Review	
May, June 2005	Updated Addresses in Corporate Distribution, Section 1.0	Organization/Personnel Changes/Plan Maintenance/Review	
July 2005 Sept 2005	Updated Section 3.0 to reflect ERL notification, Fig. 2-4 Organizational Updates	Organization/Personnel Changes/Plan Maintenance/Review	
November 2005 December 2005	Update Section 2, Appendix M	Maintenance/Review	
September 2006 November 2006 December 2006	Update of Section 2, Fig. 2.4	Maintenance/Review	

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REVIEW/REVISION RECORD (Cont'd)

Review/Revision Date	Affected Page Number(s)	Description of Change(s)	Initials
April 2007 May 2007 June 2007	Sections 1,2 3,4,5,6 Appendices A, C, D, E, I, J	Update entire manual for 5 year PHMSA submission	
Mar 2008 July 2008 Sept 2008 Oct 2008	App. M Sections 1, 2, 4; Fig 2.4, Forward, App. C, M Section 2 Section 2, App. M	Maintenance/Review Maintenance/Review Update Maintenance/Review Maintenance/Review	
March 2009	Title page thru vi, Table of Contents, 1-1 thru 1-25, Figure 2.7 Federal page 2-1, Figure 2.7 Western Response Zone, Figure 2.7 Central Response Zone, Figure 2.7 Eastern Response Zone, 3-17, 3-26, Figure 3.2 and 3.3, 4-1, 4-4 thru 4-14, 5-2 thru 5-4, C-1, C-2, C-24 thru C-29, G-1 thru G-33.	Annual review, change in QI and ACP, notification updates, general maintenance.	**CVM**
August 2009	Title Page, vi, Central Response Zone Figure 2-7 pages 2-13, 2-19 through 2-27, Figure 2-8 page Resources 2-1.	Annual Review, update notification information.	**CVM**
Sept 2009	Title Page, vi, Western Response Zone Figure 2-7 pages 2-1, 2-3 through 2-8, 2-10.	Annual Review, update notification information.	**CVM**
October 2009	Title Page, vi, Western Response Zone Figure 2-7 pages 2-12 through 2-16.	Update notification information.	**CVM**
November 2009	Title Page, vi, Section 2 page 2-2, Western Response Zone Figure 2.7 page 2-2, Section 3 page 3-2.	Update notification procedures and Louisiana reporting requirements.	**CVM**
March 2010	Title Page, vi, TOC-v, Appendix F	Update to include Disposal Plan (Appendix F)	**CVM**
March 2010 (2)	vi, 1-19 through 1-21, 1-23, Figure 1.2, Western 2-15 and 2-16, Central 2-22, Central 2-36 through 2-39, Eastern 2-15, 6-21, A-5, E-2, Appendix M Western W-2 and W-3, Appendix M Central C-25, C-32, C-33, C-36	VADEQ review, update valve and notification information.	**CVM**
May 2010	Title Page, vi, Central 2-13, 2-21, 2-25, 2-34, 6-28 through 6-39, Appendix O.	Central Response Zone review, update contact information, update Threatened/Endangered Species Listings, PHMSA and VADEQ approvals.	**CVM**

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1.0 INTRODUCTION AND PLAN CONTENT

1.1 PLAN PURPOSE/OBJECTIVES

The purpose of this Plantation Pipe Line Oil Spill Recovery Contingency Plan (Integrated Contingency Plan) (hereinafter referred to as "Plan") is to assist Kinder Morgan personnel in preparing for, and responding quickly and safely to a discharge originating from Plantation Pipe Line Company's pipelines, terminals and associated facilities (hereinafter referred to as "Facility"). The Plan provides techniques and guidelines for achieving an efficient, coordinated, and effective response to a discharge incident which may occur at the Facility.

The specific objectives of the Plan are to:

- Establish Response Teams, assign individuals to fill the positions on the teams, and define the roles and responsibilities of team members.
- Define notification, activation and mobilization procedures to be followed when a discharge occurs.
- Define organizational lines of responsibility to be adhered to during a response operation.
- Document equipment, manpower and other resources available to assist with the response.
- Ensure compliance with the federal, state and local oil pollution regulations.
- Ensure consistency with the National Contingency Plan and Area Contingency Plan(s) for the area of operation.

1.2 SCOPE OF PLAN

This Plan has been developed under the general guidance published in the Federal Register "The National Response Team's Oil Spill Recovery Contingency Plan (Integrated Contingency Plan)" (61 FR 28642). The NRT guidance was developed in conjunction with the Environmental Protection Agency, Department of Transportation (U.S. Coast Guard, Research and Special Programs Administration), Department of the Interior (Minerals Management Service), and the Department of Labor (Occupational Safety and Health Administration). The plan is organized into Contingency Planning Sections, Facility Specific Information, and Appendices.

This guidance also provides for state and local contingency planning requirements to be incorporated into the Plan. A summary of the applicable regulations and the facilities affected by each regulation is provided in Section 1.5.

1.2 SCOPE OF PLAN (Cont'd)

This Plan contains prioritized procedures for Facility personnel to mitigate or prevent any discharge resulting from Facility operations. A description of the operations conducted at the Facility has been detailed in Figure 1.1 with additional information provided in the Facility-specific sections and the appendices. Facility spill mitigation procedures and response guidelines are provided in Section 3.0 for discharges that could result from any of the following scenarios:

- Pipeline rupture/leak
- Tank overfill/failure
- Explosion and/or fire
- Failure of facility piping
- Equipment failure (e.g. pumping system failure, relief valve failure, etc.)

These scenarios could result in the following discharge volumes:

Response Zone	Discharge Scenario	Potential Oil Group	DOT/PHMSA Planning Volumes
Western	Worst Case	1 (Gasoline)	(b) (7)(F), (b) (3) [redacted]
Central	Worst Case	1 (Gasoline)	[redacted]
Eastern	Worst Case	1 (Gasoline)	[redacted]

These worst case discharge volumes are used in calculating the planning volume for response resources. The planning volume is used to determine the necessary on-water recovery capacity to respond within the three tiered response times. The identified oil spill recovery devices should be capable of arriving at the scene of a discharge within the time specified for the applicable response tier. The tier requirements for high volume areas are for response in 6 hours (Tier 1), 30 hours (Tier 2), and 54 hours (Tier 3). High volume areas are listed in 49 CFR 194. The tier requirements for all other areas are for response in 12 hours (Tier 1), 36 hours (Tier 2), and 60 hours (Tier 3). Appendix G of this Plan demonstrates a series of calculations and planning volume determinations based on guidance provided by in 40 CFR Part 112 Appendix D and in 49 CFR 194.105. The inclusion of these calculations is for demonstration of the response planning volumes and response capability necessary for on-water and on-shore recovery requirements as the result of the discharge scenarios outlined in the table above.

1.3 PLAN DISTRIBUTION PROCEDURES

The Manager-Emergency Response Programs shall have the responsibility for maintenance and distribution of the Plan. Distribution will be handled in the following manner:

- Distribution of the Plan is controlled by the number on the cover page. A distribution list is included in the Distribution and Revisions Section to facilitate control.
- Company personnel who may be called upon to provide assistance during discharge response activities will have access to a copy of the plan for their use and training.
- It is the responsibility of any person holding a copy of the Plan to ensure that the copy is transferred to their replacement in the event of reassignment or change in responsibility.
- Various regulatory agencies will also be distributed a copy of the Plan. The list of agencies is detailed in the Distribution List located in the Foreword.

1.4 PLAN REVIEW AND UPDATE PROCEDURES

Annual Review/Update

The Manager-Emergency Response Programs will coordinate the following plan review and update procedures:

- At least once each year, review and make appropriate revisions as required by operational or organizational changes.
- At least once each year, review and make appropriate revisions as required by changes in the names and telephone numbers detailed in Section 2.0.
- Coordinate the word processing, publication, and distribution efforts to complete the revisions and maintain the Plan.
- Plan review opportunities may occur during response team tabletop exercises or actual emergency responses.

Incorporation of Plan Revisions

The **plan holder**, immediately upon receipt of any revisions, shall:

- Review and insert the revised pages into the Plan.
- Discard the obsolete pages.
- Record this action on the Review/Revision Record in the Foreword.

1.4 PLAN REVIEW AND UPDATE PROCEDURES (Cont'd)

Agency Revision Requirements

The Company shall revise and resubmit changes to the DOT/PHMSA Pipeline Response Plans Officer within 30 days of each change that would substantially effect the implementation of the response plan. Examples of changes in operating conditions that would cause a significant change to the Plan include:

Conditions Requiring Changes

- An extension of the existing pipeline or construction of a new pipeline in a response zone not covered by the previously approved plan.
- Relocation or replacement of portions of the pipeline which in any way substantially affect the information included in this Plan, such as a change in the Worst Case Discharge volume.
- Emergency response procedures.
- A change in the Qualified Individual.
- A change in the NCP or an ACP that has significant impact on the equipment appropriate for response activities.
- A change in the Facility's configuration that materially alters the information included in the Plan (i.e. new construction).
- A change in the type of oil handled, stored, or transferred that materially alters the required response resources.
- A change in the name of the Oil Spill Removal Organization (OSRO).
- A material change in capabilities of the Oil Spill Removal Organization(s) (OSROs) that provide equipment and personnel.
- A material change in the Facility's spill prevention and response procedures.
- Any other changes that materially affect the implementation of the Plan.
- As a result of post incident or drill evaluations.

Except as provided above, amendments to the following do not require approval by DOT/PHMSA:

- Personnel and telephone number lists included in the Plan.
- OSRO(s) change which does not result in a material change in support capabilities.

1.4 PLAN REVIEW AND UPDATE PROCEDURES (Cont'd)

DOT/PHMSA must be provided with two copies, in electronic format, of the revised Plan. The Company must submit the DOT/PHMSA issued PHMSA Sequence Number with the changes (the PHMSA Sequence Numbers are listed in Figure 1.1). In addition to periodic updates, when applicable, the Company will resubmit the Plan to DOT/PHMSA every five years from the last approval date of the Plan.

1.5 REGULATORY COMPLIANCE

The development, maintenance, and utilization of this Plan implements company policy and addresses the following regulatory requirements and guidelines:

- Federal Oil Pollution Act of 1990: U.S. DOT Final Rule for Transportation Related On-shore Facilities (49 CFR Part 194).

The applicable Area Contingency Plans for the Facility are:

- U.S. Environmental Protection Agency - Region III, Philadelphia, PA; Inland Area Contingency Plan.
- U.S. Environmental Protection Agency - Region IV, Atlanta; GA; Oil and Hazardous Substances Pollution Regional and Area Contingency Plan.
- U.S. Environmental Protection Agency - Region VI, Dallas, TX; Regional Integrated Contingency Plan.
- U.S. Coast Guard Sector Baltimore Area Contingency Plan.
- U.S. Coast Guard Sector Charleston Coastal South Carolina Area Contingency Plan.
- One Gulf Plan and U.S. Coast Guard Sector New Orleans Geographic Response Plan.
- U.S. Coast Guard Sector North Carolina Area Contingency Plan.
- U.S. Coast Guard Sector Ohio Valley Waterways Action Plan.
- U.S. Coast Guard Savannah COTP Area Contingency Plan.
- Alabama, Mississippi and Northwest Florida Area Contingency Plan (U.S. Coast Guard Sector Mobile).
- Virginia and Coastal Maryland Area Contingency Plan (U.S. Coast Guard Sector Hampton Roads).

The applicable National Contingency Plan for the Facility is:

- U.S. Environmental Protection Agency; National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; published September 15, 1994.

1.6 DISCHARGE CLASSIFICATION

The severity of a discharge will have a bearing on the level of management involvement necessary and the extent of resource mobilization. The following definitions provide guidance in the early classification of discharges:

CLASS I EVENT
Incident Command will normally be assumed by Local/Area Management. Alpharetta Office support will be utilized on an as needed basis.
Exposure
The potential Public and Environmental exposure is moderate. The type and quantity of material released, while considering the overall nature of the incident (e.g. fire, proximity to private dwellings, etc.), will have moderate impact on the public and/or the environment.
Degree of Control
The incident can be controlled in a short period of time through implementation of the local resources available to the Facility (including contract resources).
Governmental Involvement
Government involvement will be moderate and generally restricted to State and Local levels.
Media Involvement
Media interest will be moderate and generally restricted to State and Local levels.
CLASS II EVENT
Local Kinder Morgan resources may have to be supplemented with Atlanta and external resources to manage the spill incident.
Exposure
The potential Public and Environmental exposure is moderately high. The type and quantity of material released, while considering the overall nature of the incident (e.g. fire, proximity to private dwellings, etc.), will have moderately high impact on the public and/or the environment.
Degree of Control
The incident can be brought under control in a moderate period of time through implementation of local resources available to the Facility (including contract resources) with possible implementation of regional resources.
Governmental Involvement
Government involvement will be moderately high and generally restricted to Regional levels.
Media Involvement
Media interest will be moderately high and generally restricted to Regional levels.

1.6 DISCHARGE CLASSIFICATION (Cont'd)

CLASS III EVENT
Maximum Kinder Morgan and external resources must be implemented to respond to the spill incident. Activation of the Emergency Response Team would be anticipated during a Class III incident.
Exposure
The potential Public and Environmental exposure is significant. The type and quantity of material released, while considering the overall nature of the incident (e.g. fire, proximity to private dwellings, etc.), will have significant impact on the public and/or the environment.
Degree of Control
Maximum Kinder Morgan and third party resources must be implemented in order to gain control of the incident.
Governmental Involvement
Government involvement will be intense.
Media Involvement
Media interest will be intense.

FIGURE 1.1
FACILITY INFORMATION

GENERAL INFORMATION	
Facility Name:	Plantation Pipe Line
24 Hour Emergency Contact Phone Number:	**(800) 510-5678**
NAICS Code:	486910
PHMSA Sequence Number:	409 (Western Response Zone) 410 (Central Response Zone) 411 (Eastern Response Zone)
Owner/Operator:	**Kinder Morgan Energy Partners, L.P.** 500 Dallas Street, Suite 1000 Houston, TX 77002 (713) 369-9454 *(Office)* (713) 495-2713 *(Fax)* Send correspondence to: Chuck Mathis Manager – Emergency Response Programs 500 Dallas Street, Suite 1000 Houston, TX 77002 *charles_mathis@kindermorgan.com*
Qualified Individual:	Wayne Simmons (All Zones) (770) 751-4151 (Office) (b) (6) [redacted] (Cell) (800) 759-7243 PIN 807-1408 (Pager) wayne_simmons@kindermorgan.com
Alternate Qualified Individuals:	Murray Clayton (Eastern Zone) Greensboro Operations Manager (336) 547-3661 (Office) (b) (6) [redacted] (Cell) murray_clayton@kindermorgan.com Marty Sanford (Western) Collins Operations Manager (601) 698-3921 (Office) (b) (6) [redacted] (Cell) marty_sanford@kindermorgan.com Paul Wallace (Western) Baton Rouge Operations Manager (225) 778-2330 (Office) (b) (6) [redacted] (Cell) paul_wallace@kindermorgan.com Eddie Newman (Central) Helena/Bremen Operations Manager (205) 663-8843 or (770) 824-4401 (Office) (b) (6) [redacted] (Cell) eddie_newman@kindermorgan.com

FIGURE 1.1
FACILITY INFORMATION (Cont'd)

GENERAL INFORMATION

- Plantation Pipe Line Company is a transporter of refined liquid petroleum products in the southeastern United States.
- Plantation's principal customers are Gulf Coast refining and marketing companies, fuel wholesalers, and the military. At least six military bases receive jet fuels from Plantation. Plantation also provides special product filtration for commercial jet fuel into the Atlanta, Charlotte and Washington D.C. airports.
- As an interstate common carrier, Plantation operates under the rules and regulations of the Federal Energy Regulatory Commission (FERC), while conforming to the oil pipeline regulations of the Department of Transportation (49CFR Parts 194 & 195).
- The Plantation Pipe Line system is divided into three specific pipeline response zones. The response zones are; 1) Western Response Zone; 2) Central Response Zone; and 3) Eastern Response Zone. (Specific information to all three response zones follow.)
- The three response zones are comprised of five (5) operating areas. The areas are: 1) Baton Rouge Area; 2) Collins Area; 3) Helena Area; 4) Bremen Area; and 5) Greensboro Area.
- **Product Types:** Motor and aviation gasoline, diesel fuels, heating oils, kerosene, commercial and military jet fuels, and bio-diesel.
- **Pipe Detail:** 6", 8", 10" 12", 14", 18", 26", and 30" OD (various wall thicknesses)
- **Worst Case Discharge:** (b) (7)(F), (b) (3) [redacted]

FIGURE 1.1
FACILITY INFORMATION (Cont'd)

OPERATOR'S STATEMENT OF SIGNIFICANT AND SUBSTANTIAL HARM	
It is Kinder Morgan's goal to respond as quickly as possible to all uncontrolled releases of petroleum product, regardless of the source point location along the system. Based upon this goal, and the overbreadth of the definitions provided in 49 CFR 194.103 (c)(4) & (5), Kinder Morgan is compelled to consider all the active line sections listed below as capable of a release potentially causing "significant and substantial harm".	
PIPELINE LOCATION	
Counties Traversed:	The Plantation Pipe Line system covers three specific response zones covering eight (8) states and 106 counties and parishes specifically detailed in this Figure 1.1. The pipeline starts in Baton Rouge, Louisiana and ends in Washington, D.C.
States Traversed:	Louisiana, Mississippi (Western Response Zone) Alabama, Georgia, Tennessee (Central Response Zone) S. Carolina, N. Carolina, Virginia (Eastern Response Zone)
System Map:	Provided in Figure1.2

FIGURE 1.1
FACILITY INFORMATION (Cont'd)

WESTERN RESPONSE ZONE INFORMATION

WESTERN RESPONSE ZONE

- The **Western Response Zone** (PHMSA Control Number 409) includes all Plantation facilities in Louisiana and Mississippi.
- **Worst Case Discharge:** (b) (7)(F), (b) (3) [redacted] (Breakout Tank).
- **Contracted resources:** Agreement numbers and classifications are detailed in Appendix C.

MAIN LINES:

Location: Line sections 2, 3A, and 3B – Two 18" and one 12" main lines from Baton Rouge, LA to Collins, MS.
Length: 375.3 miles of pipe in 125 miles of right-of-way.

Potentially Affected Parishes/Counties:

East Baton Rouge, LA	Pike, MS	Covington, MS
East Feliciana, LA	Walthall, MS	
St. Helena, LA	Marion, MS	
Tangipahoa, LA	Jefferson Davis, MS	

Location: Line sections 3C, 3D - Two 18" and one 30" main lines from Collins, MS to the Mississippi/Alabama border.
Length: Approx. 288.3 miles of pipe in 97.8 miles of right-of-way.

Potentially Affected Parishes/Counties:

Covington, MS	Clarke, MS
Jones, MS	Lauderdale, MS
Jasper, MS	

LATERAL LINES:

Location: Line section 1 - Four 12" lines from Exxon's Baton Rouge Refinery to Plantation's Baton Rouge Tank Farm.
Length: 23.9 miles of pipe in 6.01 miles of right-of-way.

Potentially Affected Parishes/Counties:

East Baton Rouge, LA

Location: Line section 15A - Two 12" lines from Chevron's Pascagoula, MS Refinery to Collins, MS.
Length: 230.11 miles of pipe in 115.55 miles of right-of-way.

Potentially Affected Parishes/Counties:

Jackson, MS	Perry, MS	Jones, MS
George, MS	Forrest, MS	Covington, MS
Greene, MS		

FIGURE 1.1
FACILITY INFORMATION (Cont'd)

WESTERN RESPONSE ZONE INFORMATION (Cont'd)

WESTERN RESPONSE ZONE

LATERAL LINES (Cont'd):

Location: Line section 15B - One 8" line from Plantation's Hattiesburg, MS junction to Petal, MS.
Length: 6.08 miles of pipe in 6.08 miles of right-of-way.

Potentially Affected Parishes/Counties: Forrest, MS

LPG LINES (LPG no longer transported by PPL):

Plantation no longer operates an 8" pipeline in exclusive LPG service in Forrest County, Mississippi and a 12" line in intermittent gasoline and LPG service in Jackson, George, Greene, Perry, Forrest, (LPG termination point)Jones, and Covington counties in Mississippi.

TANK FARMS

Location: Baton Rouge, LA and Collins, MS (Breakout Tanks only)

ACTIVE DELIVERY LINES:

Line Section: Two 12" lines from MR to Transmontaigue
Length: .35 miles

Line Section: One 6" line from Collins, MS to Chevron
Length: 1.30 miles of pipe

Line Section: One 36"-12" from Kola, MS to CPL Tie-in
Length: 1.54 miles of pipe

Line Section: One 30" line from Kola, MS to PPC
Length: .39 miles of pipe

INACTIVE DELIVERY LINES:

Line Section: Two 12" lines from MR to Citgo
Length: .23 mile

Line Section: One 8" line from Petal, MS to Hattiesburg Storage
Length: .25 miles of pipe

Line Section: One 8" line from Petal, MS to Warren Petroleum, Delta (Hattiesburg storage and Enterprise)-inactive
Length: .85 miles of pipe

SOURCE POINTS FOR PETROLEUM PRODUCTS TRANSPORTED:

Baton Rouge (East Baton Rouge Parish) 2200 Blount Road Baton Rouge, LA 70807	Collins (Covington County) MS Hwy 588 Collins, MS 39428	Pascagoula (Jackson County) Chevron Refinery 250 Industrial Road Pascagoula, MS 39581

FIGURE 1.1
FACILITY INFORMATION (Cont'd)

WESTERN RESPONSE ZONE INFORMATION (Cont'd)

WESTERN RESPONSE ZONE

OPERATING PUMPING STATIONS:

Louisiana:	Dock Station Exxon USA Refinery 4046 Scenic Highway Baton Rouge, LA 70807	Baton Rouge 2200 Blount Road Baton Rouge, LA 70807
	Fluker 1233 Pumping Station Road Greensburg, LA 70441	
Mississippi:	Osyka Pumping Station Road County Road 22 Progress, MS 39657	Collins and Kola MS Hwy. 588 Collins, MS 39428 (Two stations)
	Pascagoula Chevron Refinery 250 Industrial Road Pascagoula, MS	McLain 643 Pump Station Road McLain, MS 39456
	Hathorn (Jefferson Davis County) 280 Hathorn Road Oakvale, MS 39656	Meridian Junction (Lauderdale County) 1050 Lovers Lane Meridian, MS 39301

TERMINAL POINTS FOR DELIVERIES:

Mississippi:	Collins (Covington County) MS Hwy 588 Collins, MS 39428	Meridian (Lauderdale County) 161 65th Avenue Meridian, MS 39307
	Lockhart (Lauderdale County) off Minnow Bucket Road Meridian, MS	Hattiesburg (Forrest County) Jeffcoats Road Hattiesburg, MS

FIGURE 1.1
FACILITY INFORMATION (Cont'd)

CENTRAL RESPONSE ZONE INFORMATION

CENTRAL RESPONSE ZONE

- The **Central Response Zone** (PHMSA Control Number 410) includes all Plantation facilities in Alabama, Georgia, and Tennessee.
- **Worst Case Discharge:** (b) (7)(F), (b) (3) (Breakout Tank).
- **Contracted resources:** Agreement numbers and classifications are detailed in Appendix C.

MAIN LINES:

Location: Line section 4 - The continuation of two 18" and one 30" main lines from the Mississippi/Alabama border to Helena, AL.
Length: 321.65 miles of pipe in 107 miles of right-of-way

Potentially Affected Parishes/Counties:

Sumter, AL Hale, AL Bibb, AL
Greene, AL Tuscaloosa, AL Shelby, AL

Location: Line section 5 - One 18" and one 30" lines from Helena to the Alabama/Georgia border near Tallapoosa, GA.
Length: 187.14 miles of pipe in 93.7 miles of right-of-way.

Potentially Affected Parishes/Counties:

Shelby, AL Talledega, AL Cleburne, AL
St. Clair, AL Calhoun, AL

Location: Line section 6A - The continuation of the one 18" and one 30" lines from the Georgia/Alabama boundary near Tallapoosa, GA to Bremen, GA.
Length: 23.45 miles of pipe in 11.90 miles of right-of-way.

Potentially Affected Parishes/Counties:

Haralson, GA

Location: Line section 6B-Part I - One 26", one 14", and one 12" lines from Bremen, GA to Austell, GA.
Length: 82.86 miles of pipe in 27.71 miles of right-of-way.

Potentially Affected Counties:

Haralson, GA Carroll, GA Douglas, GA

FIGURE 1.1
FACILITY INFORMATION (Cont'd)

CENTRAL RESPONSE ZONE INFORMATION (Cont'd)

CENTRAL RESPONSE ZONE

MAIN LINES (Cont'd):

Location: Lines sections 6B-Part II, 6C, and 7 - One 26" and one 14" lines from Austell, GA to the Georgia/South Carolina boundary.

Length: Approx. 241.37 miles of pipe in Approx. 120.99 miles of right-of-way.

Potentially Affected Counties:

Douglas, GA	Gwinnett, GA	Athens/Clarke, GA
Cobb, GA	Barrow, GA	Madison, GA
Fulton, GA	Jackson, GA	Hart, GA
DeKalb, GA		

LATERAL LINES:

Location: Line section 10A – (1) 8" and (1) 10" line from Helena to Birmingham, AL.
Length: 24.67 miles of pipe in 12.3 miles of right-of-way.

Potentially Affected Parishes/Counties:

Jefferson, AL	Shelby, AL

Location: Line section 10B - One 8" line from Helena, AL to Montgomery, AL.
Length: 72.76 miles of pipe in 72.90 miles of right-of-way.

Potentially Affected Parishes/Counties:

Shelby, AL	Autauga, AL
Chilton, AL	Montgomery. AL

Location: Line section 11 - One 8" line from Bremen, GA to Knoxville, TN, via Chattanooga, TN.
Length: 197.5 miles of pipe in 197.71 miles of right-of-way.

Potentially Affected Counties:

Haralson, GA	Walker, GA	McMinn, TN
Polk, GA	Castoosa, GA	Monroe, TN
Floyd, GA	Hamilton, TN	Loudon, TN
Chattooga, GA	Bradley, TN	Knox, TN

FIGURE 1.1
FACILITY INFORMATION (Cont'd)

CENTRAL RESPONSE ZONE INFORMATION (Cont'd)

LATERAL LINES (Cont'd):

Location: Line sections 13A and 13B - One 8" line from Bremen, GA to Columbus, GA.
Length: 85.44 miles of pipe in 85.20 miles of right-of-way.

Potentially Affected Counties:

Haralson, GA	Heard, GA	Harris, GA
Carroll, GA	Troup, GA	Muscogee, GA

Location: Line section 13D - One 8" line from Bremen, GA to Macon, GA.
Length: 112.08 miles of pipe in 112 miles of right-of-way.

Potentially Affected Counties:

Haralson, GA	Pike, GA	Monroe, GA
Carroll, GA	Lamar, GA	Crawford, GA
Coweta, GA	Upson, GA	Bibb, GA
Spalding, GA		

Location: Line section 12A - One 12" line from Austell, GA to Hartfield International Airport in Atlanta, GA.
Length: 17.67 miles of pipe in 17.67 miles of right-of-way.

Potentially Affected Parishes/Counties: Douglas, GA Fulton, GA Clayton, GA

TANK FARMS:

Location: Helena, AL, Bremen, GA, and Austell, GA (Breakout Tanks only)

ACTIVE DELIVERY LINES:

Line Section: One 10" and One 12" line from Birmingham, AL to Southeast Terminal.
Length: 4.22 miles of pipe

Line Section: One 12" line from Atlanta Airport to Clayton, GA
Length: 1.16 miles of pipe

Line Section: Two 12" lines from Peeblebrook to Southeast Terminals.
Length: 0.31 miles of pipe.

Line Section: Two 12" lines from Athens, GA to Southeast Terminals.
Length: 4.71 miles of pipe.

Line Section: One 8" and One 10" line from Macon, GA to Southern Facilities.
Length: 0.2 miles of pipe

FIGURE 1.1
FACILITY INFORMATION (Cont'd)

CENTRAL RESPONSE ZONE INFORMATION (Cont'd)

INACTIVE DELIVERY LINES:

Line Section: One 8" line from Nashville Junction, TN to CPL Tie-in, Hamilton, TN.
Length: 2.30 miles of pipe

Line Section: One 6" line from Atlanta Airport to Lockhead Clayton, GA
Length: 1.72 miles of pipe

OPERATING PUMPING STATIONS:

Alabama:	Akron (Hale County) 6267 AL Hwy. 60 Akron, AL 35441	Helena (Shelby County) 900 Shelby County Rd. 52 East Helena AL 35080
	Silver Run (Talladega County) 1810 Silver Run Road Oxford, AL 36203	Clanton (Chilton County) Route 22 West Clanton, AL 35045
Georgia:	Austell (Douglas County) County Line Church Rd. Douglasville, GA 30134	Bremen (Haralson County) US Hwy. 27 Bremen, GA 30110
	Center (Madison County) GA Hwy. 106 Hull, GA 30646	Doraville (DeKalb County) 2901 Woodwin Road Doraville, GA 30360
	LaFayette (Walker County) Lake Howard Road LaFayette, GA	Lindale (Floyd County) Gribble Road Aragon, GA
	Smith (Chattooga County) Haywood Valley Road Armuchee, GA	
Tennessee:	Cleveland (Bradley County) 2095 Ridgeview Drive NW Cleveland, TN 37311	Jersey (Hamilton County) 4720 Bonny Oaks Drive Chattanooga, TN 37416
	Loudon (Loudon County) Hotchkiss Valley Road Loudon, TN 37774	McGaw (McMinn County) Velma Road Athens, TN 37303

CENTRAL RESPONSE ZONE

FIGURE 1.1
FACILITY INFORMATION (Cont'd)

CENTRAL RESPONSE ZONE INFORMATION (Cont'd)

TERMINAL POINTS FOR DELIVERIES:

Bremen
(Haralson County)
US Hwy 27
Bremen, GA 30110

Doraville (Atlanta)
(DeKalb County)
2901 Woodwin Road
Doraville, GA 30360

Athens
(Clarke County)
3570 Jefferson Road
Athens, GA 30601

Columbus
(Muscogee County)
5205 Miller Road
Columbus, GA 31909

Chattahoochee
3132 Parrott Avenue
Atlanta, GA 30318

Jersey (Chattanooga)
(Hamilton County)
4720 Bonny Oaks Drive
Chattanooga, TN 37416

Knoxville
(Knox County)
4901 Middlebrook Pike
Knoxville, TN 37921

Atlanta Hartsfield International Airport
(Fulton County)
NLVR Road
Atlanta, GA 30320

Macon
(Bibb County)
2544 Allen Road
Macon, GA 31206

CENTRAL RESPONSE ZONE

FIGURE 1.1
FACILITY INFORMATION (Cont'd)

EASTERN RESPONSE ZONE INFORMATION

EASTERN RESPONSE ZONE

- The **Eastern Response Zone** (PHMSA Control Number 411) includes all Plantation facilities in South Carolina, North Carolina and Virginia.
- **Worst Case Discharge:** (b) (7)(F), (b) (3) (Breakout Tank).
- **Contracted resources:** Agreement numbers and classifications are detailed in Appendix C.

MAIN LINES:

Location: Line section 8 - The continuation of the one 26" and one 14" lines from the Georgia/South Carolina boundary to the South Carolina/North Carolina boundary near King's Mountain.
Length: Approx. 203.25 miles of pipe in Approx.101.81 miles of right-of-way.

Potentially Affected Counties:

Anderson, SC	Greenville, SC	Laurens, SC
Spartanburg, SC	Cherokee, SC	

Location: Line section 9 - The continuation of the one 26" and one 14" lines from the North Carolina/South Carolina border near King's Mountain, SC to Greensboro, NC.
Length: 216.64 miles of pipe in 107.20 miles of right-of-way.

Potentially Affected Counties:

Cleveland, NC	Cabarrus, NC	Davidson, NC
Gaston, NC	Rowan, NC	Guilford, NC
Mecklenburg, NC		

FIGURE 1.1
FACILITY INFORMATION (Cont'd)

EASTERN RESPONSE ZONE INFORMATION (Cont'd)

EASTERN RESPONSE ZONE

LATERAL LINES:

Location: Line section 9E - One 6" line from Charlotte, NC to Douglas International Airport in Charlotte, NC.
Length: 4.33 miles of pipe in 4.33 miles of right-of-way.

Potentially Affected Counties:

Mecklenburg, NC

Location: Line section 14 - One 8" line from Greensboro, NC to Roanoke, VA.
Length: 86.88 miles of pipe in 86.88 miles of right-of-way.

Potentially Affected Counties:

Guildford, NC	Henry, VA	Roanoke, VA
Rockingham, NC	Franklin, VA	

Location: Line section 16 - One 14" line from Greensboro, NC to Richmond, VA.
Length: 164.92 miles of pipe in 164.92 miles of right-of-way.

Potentially Affected Counties:

Guildford, NC	Charlotte, VA	Nottoway, VA
Rockingham, NC	Mecklenburg, VA	Amelia, VA
Caswell, NC	Lunenburg, VA	Chesterfield, VA
Halifax, VA		

Location: Line section 17 - One 12" line from Richmond, VA to Newington, VA.
Length: 101.50 miles of pipe in 101.50 miles of right-of-way.

Potentially Affected Counties:

Chesterfield, VA	Hanover, VA	Stafford, VA
Goochland, VA	Caroline, VA	Prince William, VA
Henrico, VA	Spotsylvania, VA	Fairfax, VA

FIGURE 1.1
FACILITY INFORMATION (Cont'd)

EASTERN RESPONSE ZONE INFORMATION (Cont'd)

LATERAL LINES (Cont'd):

Location: Line section 18A - One 14" line in Richmond, VA.
Length: 13.50 miles of pipe in 13.50 miles of right-of-way.

Potentially Affected Counties:

Chesterfield, VA

Location: Line section 19A - One 6" line from Newington, VA to Dulles International Airport in Herndon, VA.
Length: 23.95 miles of pipe in 23.95 miles of right-of-way.

Potentially Affected Counties:

Fairfax, VA

Location: Line section 19B - One 6" line from Newington, VA to Reagan National Airport in Washington, DC.
Length: 13.67 miles of pipe in 13.67 miles of right-of-way.

Potentially Affected Counties:

Fairfax, VA

EASTERN RESPONSE ZONE

FIGURE 1.1
FACILITY INFORMATION (Cont'd)

EASTERN RESPONSE ZONE INFORMATION (Cont'd)

INACTIVE LATERAL LINES:

Location: Line section 1 - One 8" line in Richmond, VA.
Length: 13.50 miles of pipe in 13.50 miles of right-of-way.

Potentially Affected Parishes/Counties:

Chesterfield County, VA

ACTIVE DELIVERY LINES:

Location: Two 12" line from Belton, SC to Southeast Terminals
Length: .84 miles of pipe

Location: Two 12" line from Spartanburg, SC to Southeast Terminals
Length: 1.46 miles of pipe

Location: Two 12" line from Spartanburg, SC to Southern Facilities
Length: 1.36 miles of pipe

Location: One 10" line and One 12" line from Paw Creek, NC to Southeast Terminals
Length: 1.25 miles of pipe

Location: One 8" line from Greensboro, NC to Selma Junction
Length: .80 miles of pipe

Location: One 8" line from Roanoke, VA to Plantation
Length: 8.25 miles of pipe

Location: One 8" line from Richmond, VA to Plantation
Length: 1.77 miles of pipe

Location: One 14" line from Richmond, VA to Transmontaigne
Length: 4.20 miles of pipe

Location: One 6" line from Richmond, VA to Plantation
Length: 1.21 miles of pipe

Location: One 6" line from Fredericksburg, VA to Quarles Robertson
Length: .03 miles of pipe

Location: One 6" line from Newington, VA to Shell *
Length: .07 miles of pipe

Location: One 8" line from Newington, VA to Plantation *
Length: .18 miles of pipe

FIGURE 1.1
FACILITY INFORMATION (Cont'd)

EASTERN RESPONSE ZONE INFORMATION (Cont'd)

EASTERN RESPONSE ZONE

ACTIVE DELIVERY LINES (Cont'd):

Location: One 6" line from Reagan National Airport, VA to Allied Fueling Service
Length: .02 miles of pipe

Location: One 6" line from Dulles International Airport, VA to Allied Fueling Service
Length: .24 miles of pipe

* Pump out line from shipper tanks to supply lateral lines to Dulles and Washington National Airports

TERMINAL POINTS FOR DELIVERIES:

Belton
(Anderson County)
120 Sherrard Road
Belton, SC 29627

Charlotte
(Mecklenburg County)
6869 Freedom Drive
Paw Creek, NC 28130

Charlotte (Douglas International Airport)
(Mecklenburg County)
6502 Old Dowd Road
Charlotte, NC 28208

Greensboro
(Guildford County)
6907-A West Market Street
Greensboro, NC 27409

Cockpit Point
(Prince William County)
18002 Cockpit Point Road
Dumfries, VA 22026

Reagan National Airport
(Arlington County)
South Airport
Washington, DC 20001

Spartanburg
(Spartanburg County)
160 Plantation Road
Spartanburg, SC 29302

Roanoke
(Roanoke County)
5262 Terminal Road, SW
Roanoke, VA 24018

Richmond
(City of Richmond)
1800 Trenton Ave (Turnpike Exit 8)
Richmond, VA 23234

Fredericksburg
(City of Fredericksburg)
Beaulah Salsbury Road
Fredericksburg, VA 22401

Washington, DC (Newington)
(Fairfax County)
8204 Terminal Road
Newington, VA 22122

Dulles International Airport
(Loudon County)
Dulles International Airport
Chantilly, VA 22021

TANK FARMS:

Location: Spartanburg, SC, Charlotte, NC, Greensboro, NC
(Breakout Tanks only)

FIGURE 1.1
FACILITY INFORMATION (Cont'd)

EASTERN RESPONSE ZONE INFORMATION (Cont'd)

OPERATING PUMPING STATIONS:

So. Carolina:	Anderson (Anderson County) Broadway Lake Road Anderson, SC 29621	Spartanburg (Spartanburg County) 160 Plantation Road Spartanburg, SC 29302
No. Carolina:	Gastonia/Lowell (Gaston Cnty) 2740 South New Hope Road Gastonia, NC 28056	Charlotte (Mecklenburg County) 6869 Freedom Drive Paw Creek, NC 28208
	Salisbury (Rowan County) Woodleaf Road Salisbury, NC 28144	Greensboro (Guilford County) 6907-A West Market Street Greenboro, NC 27409
	Yanceyville (Caswell County) State Road 1746 Yanceyville, NC 27379	
Virginia:	South Boston (Halifax County) VA Hwy 344 South Boston, VA 24592	Crewe (Nottoway County) VA Hwy 49 Crewe, VA 23930
	Richmond Junction (Chesterfield County) 12911 Genito Road Midlothian, VA 23112	Ashland (Hanover County) 12003 Yowell Road Ashland, VA 23005
	Bowling Green (Caroline County) 11354 Paige Road Bowling Green, VA 22427	Stafford (Stafford County) 2106 Courthouse Road Stafford, VA 22554
	Washington (Fairfax County) 8204 Terminal Road Newington, VA 22122	Martinsville (Henry County) VA Route 702 Martinsville, VA 24112

**Note: Although Plantation does not have permanent facilities in the state of Maryland, some of Plantation's northern Virginia right-of-way is within close physical proximity to the Potomac River, which lies within the legal jurisdiction of the state of Maryland.*

EASTERN RESPONSE ZONE

(b) (7)(F), (b) (3)

2.0 NOTIFICATION PROCEDURES

This section is a guide for notification procedures that should be implemented immediately after discovering a discharge incident. Internal and external notifications are described separately for clarification purposes only. All notifications are of extreme importance and must be completed in a timely manner.

2.1 NOTICE OF AN EVENT

This section describes the initial notification procedures necessary to activate the Plan, which includes mobilization of the emergency response team organization and equipment, appropriate local emergency responders, governmental agencies and contractors with additional equipment as needed.

When an employee discovers a hazardous substance release greater than five gallons, or otherwise becomes aware of a potential release or other emergency situation affecting the pipeline system, the employee shall immediately call the Control Center using the 24-hour emergency phone number (800/510-5678). (See Figure 2.1, Kinder Morgan First Responder Actions).

Whenever notice of a release or potential incident is received by telephone, the Kinder Morgan (KM) employee initially receiving the information should complete the form, Emergency Condition Reported by Telephone. (See Figure 2.2). This information should then be forwarded to the Lead Controller.

All emergency notification contacts with employees, contractors, community response organizations, and governmental agencies should be recorded on a Notification Record and Event Log or any similar emergency documentation format. (See Figure 2.3).

The Emergency Response Line (ERL) will be used in the internal notification process. ERL is an automatic notification system that informs a predetermined list of people that an event has occurred and provides information regarding the event and any follow up actions, such as a conference call, if needed. This process expedites gathering those persons needed to make critical time sensitive decisions together. There are two (2) levels of the notification process, ERL and ERL Plus (an elevated level).

2.2 INTERNAL NOTIFICATION

The typical internal notification responsibilities for each person potentially involved in the initial response are as follows:

First Kinder Morgan Person Notified/On-Scene

- ☐ Utilize local emergency services (911) as necessary (police, fire, medical, etc.)
- ☐ Immediately notify the **Lead Controller at Control Center** (See Figure 2.1).
- ☐ Follow the appropriate *"Specific Incident Response Checklist"* in Figure 3.1 and *"Product Specific Response Considerations"* in Figures 3.2 and 3.3.

Lead Controller at Control Center

- ☐ Ensure shut down of pipeline(s) using Emergency Shutdown Procedure and if applicable, isolation of emergency section with remotely controlled valves. Block valve locations are referenced in Appendix M.
- ☐ Notify appropriate **Operations Manager**.
- ☐ Initiate Emergency Response Line (ERL) notification process.

2.2 INTERNAL NOTIFICATION (Cont'd)

Operations Manager

- ☐ Notify **O & M Supervisor**
- ☐ Notify **Director – Field Operations**
- ☐ Notify **Field EH&S Representative**

Notifications – Codes and Standards/EH&S

- ☐ Notify **Regulatory Agencies**

Director – Field Operations

- ☐ Notify **Spill Management Team (SMT) as necessary**
- ☐ Notify **ROW Tech Specialist**
- ☐ Notify **Operations Manager of adjacent areas**
- ☐ Notify **Vice-President Operations**

Director – Engineering

- ☐ Notify **Public Affairs**
- ☐ Notify **Legal**

Director – Products Movement

- ☐ Notify **Vice President**
- ☐ Notify **Insurance**

It is critical that the above members are notified immediately, when applicable. Refer to the Summary of Notification Contacts (Figure 2.4) for further notifications and responsibilities. See PPL Directory (Figure 2.5) for phone numbers.

2.3 EXTERNAL NOTIFICATION

The typical external notification responsibilities for each person potentially involved in the initial response are those as indicated in Figure 2.6. See Figure 2.7 for federal and state reporting requirements and phone numbers.

FIGURE 2.1

KINDER MORGAN (KM) FIRST RESPONDER ACTIONS

UPON DISCOVERY OF A RELEASE
(PPL FIRST RESPONDER ACTIONS)

EVACUATE the area of immediate danger

GET HELP by notifying qualified KM employees for assistance **(800/510-5678)** and calling **911** if local responders are needed immediately onsite (EMS, Fire, Police, etc.)

ADVISE others to evacuate or avoid the area of immediate danger; share your knowledge of the incident with local responders as they arrive onsite

DOCUMENT events while remaining nearby but at a safe distance from the immediate area of danger; apprise KM responders of current situation as they arrive onsite

KINDER MORGAN

Figure 2.2 Emergency Condition Reported by Telephone

For use in identifying and classifying notices of potential emergency events.

Person Reporting Event:

Name: _____

Present Physical Location: _____

Telephone Number (if one): _____

Where Can Contact For Further Info: _____

Location of Emergency Condition:

State and County OR Parish: _____

Nearest City, Town and/or Subdivision: _____

Road Name and/or Pipeline Number (if known): _____

Significant Landmark and/or Property Owner Name (if known): _____

Description of Emergency Condition

Time period of release: _____

Response actions taken / Amount recovered: _____

Personal injury / property damage / public exposure: _____

Affected surface waters: _____

Wind direction / velocity, weather conditions _____

pipeline(s) shut down at (time): _____

COMPLETE THE FOLLOWING, PROVIDED INFORMATION IS KNOWN OR WAS REPORTED:

Product Known or Suspected To Be, Quantity:		Potential Hazards:	
☐	Gasoline	☐	evacuation / traffic control required immediately
☐	Fuel	☐	fire has occurred or in progress
☐	Crude	☐	visible vapor cloud present
☐	Highly Volatile Liquids (HVL's)	☐	product in or moving towards populated area
☐	CO2	☐	product in / near occupied dwelling
other:	_____	☐	product in / near road or traffic
☐	odor or vapor present only	☐	product on/moving towards river, stream, lake or other waterway
☐	spraying or misting	☐	product in/moving towards storm drain, manhole or other underground intake
☐	visible in liquid form	☐	local responders (police, fire, EMS) on scene
☐	spill flowing away from area of release		
☐	audible (night)		

Additional Information, Potential Hazards, or Remarks:	
Received By:	Date:

Spill Classification:	
Emergency Response:	
(probable or imminent release)	
Potential Incident:	
(possible release)	
Non-emergency Event:	

KINDER MORGAN

Figure 2.2 Emergency Condition Reported by Telephone

Guidelines to Give Caller

What to Do

- If you detect the unusual odor near or inside a building, turn all gas appliances all the way OFF.
- Turn off and abandon any motorized equipment you may be operating near the leak site.
- Leave the area immediately by foot and remain upwind of the leak site.
- Warn others - if it is safe to do so without entering the leak area.
- Call 911 or your local emergency response number from a neighbor's house or other location well away from the pipeline leak.
- Call the pipeline company's 24-hour emergency phone number as listed on a nearby pipeline marker or from another source, if available.
- Keep ignition sources away from the area.

What NOT to Do

- **DO NOT** enter or re-enter the area.
- **DO NOT** attempt to operate any pipeline valves.
- **DO NOT** touch, breathe, or make contact with leaking liquids.
- **DO NOT** attempt to extinguish a fire on the pipeline right-of-way.
- **DO NOT** light a match, start an engine, open a garage door, switch on/off light switches, or do anything that may create a spark.
- **DO NOT** use a cell phone while near the suspected emergency area.

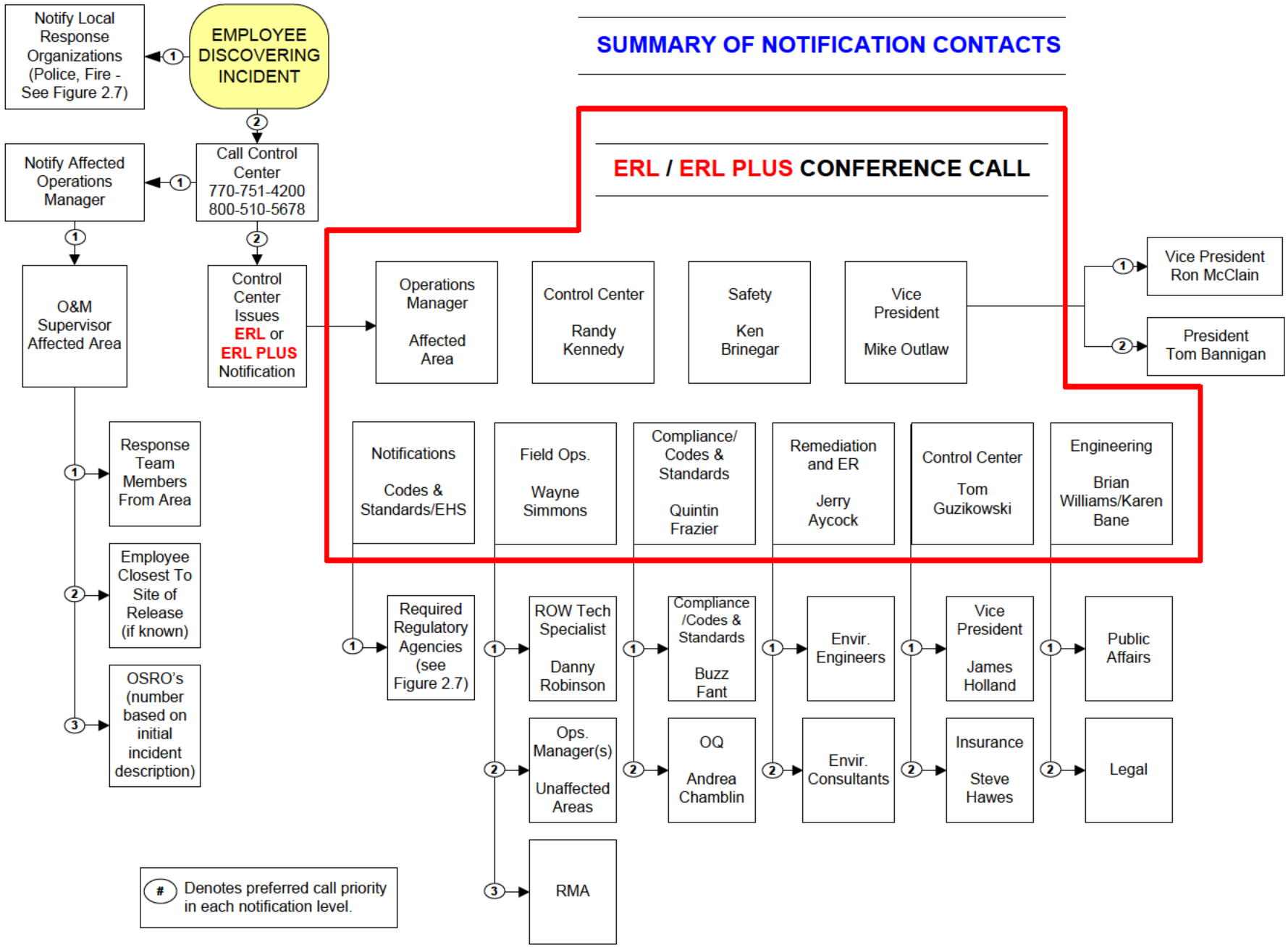
FIGURE 2.3

NOTIFICATION RECORD AND EVENT LOG

Time	Date	Called	Called By	Event/remarks (list organization & individual if outside KM)

Incident: _____

FIGURE 2.4
SUMMARY OF NOTIFICATION CONTACTS



Sept 2008

FIGURE 2.5

INTERNAL NOTIFICATION NUMBERS

The following is a phone list that can be used to contact any PPL employee at any time. This information is maintained on the PPL Information Interface. It is suggested that this phone list be replaced with the most updated version on at least a quarterly basis.

INTERNAL NOTIFICATION NUMBERS

Note: The following information is only as current as the last OSRCP/ICP update. Name and phone numbers could vary from the numbers listed on the PPL Information Interface.

KINDER MORGAN ENERGY PARTNERS, L.P.

SOUTHEAST REGION DIRECTORY

PLANTATION PIPE LINE CO.
CENTRAL FLORIDA PIPELINE CO.
KMST SOUTHEAST TERMINAL

PPL INTRANET LINK
PPL "PUBLIC COMPANY" WEB PAGE

KMI INTRANET LINK
KMI "PUBLIC COMPANY" WEB PAGE
KMI Corporate Directory

Shortcuts To: ATL (ALP OCC) BA BR (DV GA TN) CN HE
FLA (ORL TAM) GN (GS NC SC VA WA)
KMST (SE TERM.) TRANSMIX Outside Contacts

EMERGENCY RESPONSE PHONES

PPL EMERGENCY 24 HOURS 800-510-5678
PLANTATION PIPE LINE COMPANY

EMPLOYEE NAME		OFFICE	CELL	PAGER	PGR PIN	HOME
Aycock, Jerry	ALP	770-751-4165	(b) (6) [redacted]			(b) (6) [redacted]
Bane, Karen	ALP	770-751-4236				
Brinegar, Ken	ALP	770-751-4142				
Simmons, Wayne	ALP	770-751-4151		800-759-7243	807-1408	
Frazier, Quintin	ALP	770-751-4240				
Shaw, Sam	ALP	770-751-4243				
Williams, Brian	ALP	770-751-4248				
Williams, Jacque	ALP	770-751-4029				
Controller Team Ldr.	OCC	770-751-4200				
Comeaux, Jody	OCC	770-751-4002				

NRDA Response Coordinator (Pager) 800-443-7243 (Pin) 047836

CFPL EMERGENCY 24 HOURS 800-537-8832
CENTRAL FLORIDA PIPELINE COMPANY

EMPLOYEE NAME	OFFICE	CELL	PAGER	PGR PIN	HOME
TBD CFPL Operations Manager	813-241-1106 407-855-0713	(b) (6) [redacted]			(b) (6) [redacted]
Lien, Rick Tampa Terminal Supervisor	813-241-1128		800-759-7243	522-1747	
Dutt, John Orlando Terminal Supervisor	407-855-0713		800-759-8888	126-1419	
Tampa Term Lead Operator	813-241-1113				

KMST EMERGENCY 24 HOURS 800-_____
KINDER MORGAN SOUTHEAST TERMINALS

EMPLOYEE NAME		OFFICE	CELL	PAGER	PGR PIN	HOME
Krejci, Rick	Director	770-751-4157	(b) (6) [redacted]			(b) (6) [redacted]
Stephens, Mark	KMST No.	770-751-4168				
	KMST So.					

❶=contractors ❹=direct voice mail ML = Main Line Controller
§§ = Scheduler ◎ = Controllers

KINDER MORGAN ENERGY PARTNERS, L.P.

SOUTHEAST REGION DIRECTORY

PLANTATION PIPE LINE CO.
CENTRAL FLORIDA PIPELINE CO.
KMST SOUTHEAST TERMINAL

KINDER MORGAN (HOUSTON)

EMPLOYEE NAME	OFFICE	CELL	PAGER	PGR PIN	HOME
Bannigan, Tom FAX 1 Fax 2 (VANESSA BOB, ASST.)	713-369-9408 713-495-2744 713-369-9394 (713-369-9406)	(b) (6) [redacted]	877-489-0978		(b) (6) [redacted]
Crochet, Earl (DIR. – EHS) FAX	770-751-4230				
Evans, Mark (DIR. – PPL DEVELOP.) FAX ALSO GREG RIDDICK BELOW	713-369-9393 713-495-2829				
Fant, Edward (Buzz) (DOT LIAISON)	713-369-9454		877-615-6683		
Halphen, David (VP, FINANCE) FAX	713-369-8474 713-369-9394				
Hawes, Steve (INS. CLAIMS OFFICER) FAX	303-763-3457 303-984-3310	**TO REPORT VEHICLE OR WORKERS COMPENSATION INCIDENTS ... CALL INSURANCE CO. 1-800-353-2556**			
Lindley, Don (VP MARKETING / DEVELOPMENT) FAX	713-369-8840 713-369-9394	(b) (6) [redacted]			(b) (6) [redacted]
McClain, Ron (VP OPS + ENG PRODUCTS PIPELINES) FAX	713-369-9152 713-495-2735				
Moss, Kevin (DIR. -BUSINESS DEVELOP.) FAX	713-369-8015 303-984-3693				
Outlaw, Mike (VP OPS + ENG EAST) FAX (ANNETTE LOPEZ, ASST.)	713-369-9433 713-369-9215 713-369-9441				
Pierce, Larry (VP, CORPORATE COMMUNI-CATIONS/ PUBLIC AFFAIRS) FAX	713-369-9407 713-495-2814				
Rial, Dan (DIRECTOR) FAX	713-369-9380 713-369-9394				
Riddick, Greg (PPL/KMST DEVELOP.) FAX	713-369-9453 713-495-2732				
Toll, Jessica (LEGAL ADVISOR) FAX	303-763-3313 303-763-3115				
IT HELP DESK SUPPORT	**877-563-3375**	**HelpDesk@KinderMorgan.com**			

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KINDER MORGAN ENERGY PARTNERS, L.P.

SOUTHEAST REGION DIRECTORY

PLANTATION PIPE LINE CO.
CENTRAL FLORIDA PIPELINE CO.
KMST SOUTHEAST TERMINAL

ALPHARETTA (ALP)

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Non-Emergency 911 # in Alpharetta is 678-297-6300

EMPLOYEE NAME	OFFICE	CELL	PAGER	PGR PIN	HOME
KM Main # Alpharetta (OCC)	770-751-4000		Message Retrieval:		800-227-1282
Reception – Entry Vestibule	770-751-4133		Conf. Rm. Scheduler / ENG Admin.		Sandee X 4234
FAX Mail/Supplies Room	770-751-4130		EHS / FINANCE Admin.		Dana X 4250
FAX Copier Room #226	770-751-4230		PURC Admin.		Kenya X 4162
FAX Copy Room #217	770-751-4176		HR Admin.		Lynn X 4138
FAX HR (confidential only)	770-751-4131		KMST Admin.		Denise X 4149
Adamson, Sandee ENG Admin.	770-751-4234	(b) (6) [redacted]			(b) (6) [redacted]
Andrel, Dawn	770-751-4247				
Ashrafi, Kimber	770-751-4134		Fax =770-751-4176		
Aycock, Jerry Director	770-751-4165				
Ball, Celithia	770-751-4252				
Bane, Karen Mgr.	770-751-4236				
Beard, Cheryl	770-751-4163				
Bickel, Tom Mgr.	770-751-4245				
Brinegar, Ken	770-751-4142				
Butz, Melanie ❶	770-751-4155				
Calupca, John Mgr.	770-751-4262				
Central Records Room	**770-751-4169**				
Chamblin, Andrea	770-751-4193				
Chandler, Brian	770-751-4135				
Conference Rm. (Plantation)	**770-751-4166**				
Conference Rm. (Terminals)	**770-7514255**				
Conference Rm. (Florida)	**770-751-4194**				
Copy Room 217	**770-751-4152**				
Coleman, Tricia	770-751-4169				
Cotter, Betsy ❶	770-751-4164				
Cox, Jim ❶	770-751-4111				
Crawford, Dana EHS/F N Admin.	770-751-4250				
Dalton, John Director	770-751-4159				
Dempsey, Greg Mgr.	770-751-4143				
Dicks, Bryant Mgr.	770-751-4239				
Engineering/Drafting Room	**770-751-4113**				
Eng / Purchasing Library	**770-751-4190**				
Frazier, Quintin	770-751-4240				
Freight Elevator	**770-751-4189**				
Garza-Peterson, Mary	770-751-4147				
Gonzales, Hector	770-751-4253				
Gligor, Nichole ❶	770-751-4153				
Guzzardi, Swain	770-751-4246				
Hawkins, Princess	770-751-4144				
Hawks, Kathy ❶	770-751-4146				
Hoke, Rodney	770-751-4150				
HR File Room	**770-751-4186**				

❶=contractors ❹=direct voice mail **ML** = Main Line Controller

§§ = Scheduler ◎ = Controllers

KINDER MORGAN ENERGY PARTNERS, L.P.

SOUTHEAST REGION DIRECTORY

PLANTATION PIPE LINE CO.
CENTRAL FLORIDA PIPELINE CO.
KMST SOUTHEAST TERMINAL

ALPHARETTA (ALP)

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Non-Emergency 911 # in Alpharetta is 678-297-6300

EMPLOYEE NAME		OFFICE	CELL	PAGER	PGR PIN	HOME
Jackson, Kenya	PURC Admin	770-751-4162	(b) (6) [redacted]			(b) (6) [redacted]
Johnson, Mike		770-751-4244				
Jones, Tom		770-751-4119				
Killebrew, Kathy		770-751-4148				
Koppes, Don	❶	770-751-4192				
Krawczyk, Rich		770-751-4170				
Krejci, Rick	Director	770-751-4157				
Krishnan, Sindhu		770-751-4141				
LaBerge, Bob		770-751-4174				
Leonard, Alice	❶	770-751-4117				
Lieberman, Carl	❶	770-751-4110				
Long, Paul		770-751-4254				
Lu, Maria		770-751-4158				
Lucret, Rose	❶	770-751-4187				
Mail Room / Supplies		**770-751-4188**				
Marra, Matt	Director	770-751-4160				
Marsh, Judy	Mgr.	770-751-4237		Fax =770-751-4176		
McMillan, Jill		770-751-4156				
McWhorter, Grady		770-751-4139				
Mills, Tim	❶	205-390-2138		(work from home in Alabama)		
Mutter, Debra Kaye	❶	770-751-4195				
Newsum, Jeremy		770-751-4173				
Northen, Blair	❶	770-751-4109		(b) (6) [redacted]	[redacted]	
Olar, Moog	❶	770-751-4249				
Parkey, Debbie		770-751-4161				
Reach, Sabre		770-751-4145				
Reception		**770-751-4133**				
Rogers, Bruce	❶	770-751-4114				
Security System		**770-751-4132**				
Sequeira, Ronny		770-751-4251				
Shaw, Sam		770-751-4243				
Simmons, Wayne	Director	770-751-4151		(b) (6) [redacted] (cell)		
Smart Pig Room		**770-751-4180**				
Stephens, Mark	Mgr.	770-751-4168				
Stern, Lynn	HR Admin	770-751-4138		HR E-Fax = 303-984-3815		
Tucker, Bill		770-751-4235				
Tucker, Pamela	❶	770-751-4118				
Warren, Rebecca		770-751-4191				
Williams, Brian	Director	770-751-4248				
Williams, Jacque pronounced "Jack"	Director	770-751-4029				
Williams, Robert	❶	770-751-4238				
Wilson, Alan		770-751-4241				
Woodford, Joe		770-751-4232				

❶=contractors ❹=direct voice mail **ML** = Main Line Controller

§§ = Scheduler ◎ = Controllers

KINDER MORGAN ENERGY PARTNERS, L.P.

SOUTHEAST REGION DIRECTORY

PLANTATION PIPE LINE CO.
CENTRAL FLORIDA PIPELINE CO.
KMST SOUTHEAST TERMINAL

OCC (ALPHARETTA) [A - K]

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Non-Emergency 911 # in Alpharetta is 678-297-6300

EMPLOYEE NAME		OFFICE	CELL	PAGER	PGR PIN	HOME
ALPHARETTA (OCC)		770-751-4000	Conference Room & Equipment		fax:	770-751-4050
Message Retrieval:		800-227-1282	Scheduling: 770-751-4001		Emergency	800-510-5678
			(b) (6)			(b) (6)
Adamson, Chad	CN©	770-751-4205	[redacted]			[redacted]
Adamson, David		770-751-4012	[redacted]			[redacted]
Adamson, Lou	CN ©	770-751-4203	[redacted]			[redacted]
Alexander, Karsephian	©	770-751-4013	[redacted]			[redacted]
Alka, Scott		770-751-4211	[redacted]			[redacted]
Balfour, Vanessa	§§	770-751-4213	[redacted]			[redacted]
Break Room		**770-751-4023**	[redacted]			[redacted]
Caldwell, Shannon	§§	770-751-4007	[redacted]			[redacted]
Comeaux, Jody		770-751-4002	[redacted]			[redacted]
Computer Room		**770-751-4035**	[redacted]			[redacted]
Conf. Room A		**770-751-4024**	[redacted]			[redacted]
Conf. Room A Speaker		**770-751-4085**	[redacted]			[redacted]
Conf. Room C		**770-751-4025**	[redacted]			[redacted]
Controller – CN		770-751-4203	[redacted]	770-751-4072	CN FAX	[redacted]
Controller – GN		770-751-4206	[redacted]	770-751-4073	GN FAX	[redacted]
Controller – Laterals (BR/HE)		770-751-4202	[redacted]	770-751-4073	Lateral FAX	[redacted]
Controller – Main Line Fuel		770-751-4209	[redacted]	770-751-4070	Fuel FAX	[redacted]
Controller – Main Line Gaso		770-751-4205	[redacted]	770-751-4070	Gaso FAX	[redacted]
Controller – MD/CFPL		770-751-4201	[redacted]	770-751-4072	MD FAX	[redacted]
Controller – Lead Controller		**770-751-4200**	[redacted]	770-751-4071	Lead FAX	[redacted]
Cook, Jim	§§	770-751-4011	[redacted]			[redacted]
Cox, Shawn	Dir. Energy.	770-751-4099	[redacted]			[redacted]
Dennis, Travis	M/L ©	770-751-4209	[redacted]			[redacted]
Dover, Mike	GN ©	770-751-4206	[redacted]			[redacted]
Eidson, Dave	CN ©	770-751-4203	[redacted]			[redacted]
Electrical Shop		**770-751-4032**	[redacted]			[redacted]
Emory, Crystal		770-751-4018	[redacted]			[redacted]
Fay, John		770-751-4210	[redacted]			[redacted]
Forrest, Steve	CN ©	770-751-4203	[redacted]			[redacted]
Gober, Darrell	BR ©	770-751-4202	[redacted]			[redacted]
Guzikowski, Tom	Dir. OCC	770-751-4095	[redacted]	303-984-3087 = FAX		[redacted]
Hamilton, Kevin	CN ©	770-751-4203	[redacted]			[redacted]
Harvey, Wayne	LEAD ©	770-751-4200	[redacted]			[redacted]
Haynes, Jeff	LEAD ©	770-751-4200	[redacted]			[redacted]
Hildebrandt, Jessica	©	770-751-4013	[redacted]			[redacted]
Ingram, Andy	GN ©	770-751-4206	[redacted]			[redacted]
Johnson, Keith	§§	770-751-4045	[redacted]			[redacted]
Jones, Chaunice		770-751-4217	[redacted]			[redacted]
Jones, Lemuel	M/L ©	770-751-4209	[redacted]			[redacted]
Jones, Scott	CN ©	770-751-4203	[redacted]			[redacted]

❶=contractors ❹=direct voice mail ML = Main Line Controller

§§ = Scheduler © = Controllers

KINDER MORGAN ENERGY PARTNERS, L.P.

SOUTHEAST REGION DIRECTORY

PLANTATION PIPE LINE CO.
CENTRAL FLORIDA PIPELINE CO.
KMST SOUTHEAST TERMINAL

OCC (ALPHARETTA) [L - Z]

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Non-Emergency 911 # in Alpharetta is 678-297-6300

EMPLOYEE NAME		OFFICE	CELL	PAGER	PGR PIN	HOME
Kane, Chris	GN ©	770-751-4206	(b) (6) [redacted]			(b) (6) [redacted]
Kennedy, Randy	OCC Mgr.	770-751-4044				
Kirkland, Troy		770-751-4224				
LOADING DOCK		**770-751-4033**				
Lord, Laura	Mgr. Prod.Acct.	770-751-4008		Fax # 303-984-3457		
Maddox, Mickey	M/L ©	770-751-4209				
Mann, Fred	Lateral ©	770-751-4206				
Mason, Carey	M/L ©	770-751-4205				
Mayben, Scott		770-842-8734				
McCall, James		770-751-4212				
McCord, Brad	© Trainer	770-751-4225				
Meyer, Gene	LEAD ©	770-751-4200				
Moon, Chad	GN ©	770-751-4206				
Moon, Neal	Lateral©	770-751-4202				
Nicely, Steve		770-751-4026				
Nilen, Robin	GN ©	770-751-4206				
Norris, John	CN ©	770-751-4203				
Parham, John		770-751-4010				
Parr, Warren		770-751-4214				
Peacock, Thomas		770-751-4032				
Phillips, Shane	§§	770-751-4020				
Polk, Steve	§§	770-751-4005				
Ray, Rusty	©	770-751-4205				
Relford, Ken		770-751-4015				
Robertson, Bonnie	§§ Mgr.	770-751-4004		CFPL/KMST		
Sherrod, Wilkin		770-751-4091				
Smith, Scott	LEAD ©	770-751-4200				
Spakes, Mike	M/L ©	770-751-4205				
Stephens, John	Mgr. Apps.	770-751-4100				
Sullivan, Bob		770-751-4014				
Systems Dev. Room		**770-751-4030**				
Telephone Room		**770-751-4299**				
Training Dept.		**770-751-4227**				
Training Room		**770-751-4028**				
Tribble, Jim	LAT ©	770-751-4202				
Truelove, Bernard	©	770-751-4205				
Van Oosterwyk, Patrick	§§	770-751-4009				
West, David	GN ©	770-751-4206				
Williamson, Mike	CN ©	770-751-4203				
Wragg, Herman	ML ©	770-751-4209				
Young, Andrew		770-751-4013				

❶=contractors ❹=direct voice mail **ML** = Main Line Controller
§§ = Scheduler ◎ = Controllers

KINDER MORGAN ENERGY PARTNERS, L.P.

SOUTHEAST REGION DIRECTORY

PLANTATION PIPE LINE CO.
CENTRAL FLORIDA PIPELINE CO.
KMST SOUTHEAST TERMINAL

BATON ROUGE AREA

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EMPLOYEE NAME	OFFICE	CELL	PAGER	PGR PIN	HOME
Baton Rouge (MD)	225-778-2345		.		
FAX	225-778-2323				
OPS MGR. (Paul Wallace)	225-778-2330	(b) (6) [redacted]			(b) (6) [redacted]
Control Room	225-778-2340				
Control Room	225-778-2341				
Drawing Room	225-778-2328				
Electrical	225-778-2331				
Line Maintenance	225-778-2337		extra cell		
Mechanical	225-778-2332				
Operations Supervisor	225-778-2336				
ROW					
Station					
Aguilar, Toni	225-778-2340				
Altazan, Ray	225-778-2331				
Anderson, Jackie	225-778-2324				
Beraud, John	225-775-2353				
Boone, Carey	225-778-2340				
Brown, David O&M Supr.	225-778-2346				
Buchholtz, Chris	225-778-2340				
Camper, Wally	225-778-2321				
Culver, Rob	225-778-2336				
Garrett, Earl	225-778-2353				
Guidry, Jason	225-778-2340				
Guitreau, Nicole	225-778-2333				
Landaiche, Brad	225-778-2340				
Landry, Bobby	225-572-2324				
Lee, Willie	225-778-2340				
Leggett, Billy	225-778-2340				
Major, Wayne	225-778-2340				
Meadows, Cliff	225-778-2350				
Miller, JW (Buzz) ROWT	225-778-2337				
Miller, Judy	225-778-2350				
Nolan, Tony	225-778-2331				
Payne, Mark	225-778-2331				
Rushing, Tommy	225-778-2325				
Schopp, JF (Forrest)	225-778-2347				
Soileau, Chris	225-778-2340				
Swinney, Ashley	225-778-2349				
Vaughn, Raymond	225-778-2340				
Vaughn, Stephen	225-778-2340				
Wallace, Paul OPS Mgr	225-778-2330				
Williams, Mark	225-778-2324				
BA PUMPING STATION (BA)	225-778-2345			fax:	225-775-8966
DOCK (DS)	225-778-2353				(b) (6) [redacted]
FLUKER (FL)	225-222-0025				
OSYKA (SY)	601-542-5995				
LOUISIANA ONE-CALL:	800-272-3020				

❶=contractors ❹=direct voice mail ML = Main Line Controller

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KINDER MORGAN ENERGY PARTNERS, L.P.

SOUTHEAST REGION DIRECTORY

PLANTATION PIPE LINE CO.
CENTRAL FLORIDA PIPELINE CO.
KMST SOUTHEAST TERMINAL

COLLINS AREA

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EMPLOYEE NAME		OFFICE	CELL	PAGER	PGR PIN	HOME
COLLINS	(CN)	601-698-3923	(b) (6) [redacted]		fax:	601-698-3950
OPS MGR. (M. Sanford)		601-698-3921				(b) (6) [redacted]
Conference Room		601-698-3928				
Control Room		601-698-3923				
Control Room		601-698-3924				
Electrical		601-698-3926				
Kola		601-698-3936				
Laboratory		601-698-3938				
Line Maintenance		601-698-3930				
Line Maintenance Warehouse		601-698-3935				
Mechanical		601-698-3927				
Pump Bldg (near end)		601-698-3933				
Pump Bldg (far end)		601-698-3934				
ROW O&M		601-698-3931				
Station Cell Phone Backup						
Voice Mail		601-698-3920				
West Manifold Building		601-698-3937				
Abercrombie, Archie		601-698-3983				
Chancellor, Annette		601-698-3979				
Clouatre, Keith		601-698-3927				
Collins, Bobby		601-698-3923				
Cothern, Robert		601-698-3972				
Eiland, David		601-698-3981				
Ford, Jeff	O&M Supr.	601-698-3922				
Ford, Mike	ROWT	601-698-3930				
Futral, Robert		601-698-3926				
Lepard, Missy		601-698-3925				
Lott, Tim		601-698-3929				
McDonald, Mike		601-698-3980				
McGee, Howard		601-698-3927				
Nichols, Al		601-698-3970				
Pope, Steve		601-698-3978				
Rushing, Don		601-698-3938				
Sanford, Marty	OPS Mgr.	601-698-3921				
Snyder, Callie		601-698-3982				

FINNEY	(FY)	601-765-6811
HATHORN	(HN)	601-731-9713
HATTIESBURG	(HT)	601-582-5312

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KINDER MORGAN ENERGY PARTNERS, L.P.

SOUTHEAST REGION DIRECTORY

PLANTATION PIPE LINE CO.
CENTRAL FLORIDA PIPELINE CO.
KMST SOUTHEAST TERMINAL

COLLINS AREA (continued)

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EMPLOYEE NAME		OFFICE	CELL	PAGER	PGR PIN	HOME
			(b) (6) [redacted]			
McLAIN	(ML)	601-525-3405				
PASCAGOULA	(PS)	228-769-8611				
Chevron Operator		228-769-6245				
MERIDIAN JUNCTION		601-485-6550				
MERIDIAN SPUR		601-483-4525				
MERIDIAN	(MR)	601-482-6581				fax: 601-483-1487
Starnes, Charles		601-482-6581				(b) (6) [redacted]
LOCKHART	(LK)	601-632-1116				

MISSISSIPPI ONE-CALL: 800-227-6477

KINDER MORGAN ENERGY PARTNERS, L.P.

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PLANTATION PIPE LINE CO.
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HELENA AREA

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EMPLOYEE NAME		OFFICE	CELL	PAGER	PGR PIN	HOME
HELENA	**(HE)**	**205-663-8840**	(b) (6) [redacted]		**fax:**	**205-663-8873**
OPS MGR. (E. Newman)		**205-663-8843**	[redacted]			(b) (6) [redacted]
Computer Room		**205-663-8851**	[redacted]			
Control Room		**205-663-8841**	[redacted]		**fax:**	**205-663-8878**
Electrical		**205-663-8846**	[redacted]			
File / Map Room		**205-663-8876**	[redacted]			
Firehouse		**205-663-8852**	[redacted]			
Mechanic Shop		**205-663-8860**	[redacted]			
Mechanical		**205-663-8847**	[redacted]			
Work Desk (18" Switchgear #)		**205-663-8850**	[redacted]			
Adams, John	ROWT	205-663-8848	[redacted]			(b) (6) [redacted]
Baker, James	❹	205-663-8872	[redacted]			
Cottingham, Lance	ROW	205-663-8849	[redacted]			
Davis, Glenn		205-663-8865	[redacted]			
DeVine, Greg		205-663-8847	[redacted]			
Hopwood, Tom	❶		[redacted]			
Ingram, Rick	❹	205-663-8857	[redacted]			
Johnson, Jimmy	O&M Supr.	205-663-8845	[redacted]			
McCary, Terry	ROW	205-663-8875	[redacted]			
Newman, Eddie	OPS Mgr.	**205-663-8843 HE** **770-824-4401 BR**	[redacted]			
Newman, Wanda		205-663-8841	[redacted]			
Payne, Marc		205-663-8841	[redacted]			
Rice, Danny	❶		[redacted]			
Smith, Mike	❹	205-663-8874	[redacted]			
Stansell, Ben	❹	205-663-8847	[redacted]			
Tate, Jennifer		205-663-8858	[redacted]			
Turner, Thomas		205-663-8841	[redacted]			
Thomas, David	❹	205-663-8864	[redacted]			
Williams, Ross	O&M Supr.	205-663-8844	[redacted]			
AKRON	**(AK)**	**205-372-3246**	[redacted]			
MOUNDVILLE	**(MV)**	**205-371-2511**	[redacted]		**fax:**	**205-371-4160**
BIRMINGHAM	**(BM)**	**205-925-8911**	[redacted]			
CLANTON	**(CA)**	**205-755-4033**	[redacted]			
MONTGOMERY PURE	**(PU)**	**334-263-7289**	[redacted]		**fax:**	**334-263-7242**
Fennoy, Sam		334-263-7289	[redacted]	877-746-2161	157-6431	(b) (6) [redacted]
MONTGOMERY	**(MG)**	**334-264-5766**	[redacted]			
SILVER RUN	**(SR)**	**256-831-3131**	[redacted]			
OXFORD	**(OX)**	**256-831-2621**	[redacted]		**fax**	**256-831-3485**
Oswalt, Ellis		256-831-2621	[redacted]			(b) (6) [redacted]

ALABAMA ONE-CALL: 800-292-8525 205-252-4444 (=Birmingham Area)

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KINDER MORGAN ENERGY PARTNERS, L.P.

SOUTHEAST REGION DIRECTORY

PLANTATION PIPE LINE CO.
CENTRAL FLORIDA PIPELINE CO.
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BREMEN AREA (GEORGIA)

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EMPLOYEE NAME	OFFICE	CELL	PAGER	PGR PIN	HOME
BREMEN (BR)	**770-824-4400**				**fax: 770-824-4424**
	BR Controller 888-740-5124				
OPS MGR. (E. Newman)	**205-663-8843**	(b) (6) [redacted]			(b) (6) [redacted]
AUSTELL R E L I E F					
Control Room	**770-824-4420**				
Electrical	**770-824-4408**				
Laboratory	**770-824-4412**				
Maintenance Office Area	**770-824-4409**				
Mechanical	**770-824-4411**				
OMT Office	**770-824-4419**				
O&M E X T R A					
O&M R E L I E F					
Pump Building	**770-824-4417**				
ROW Department	**770-824-4410**				
Switchgear Building	**770-824-4407**				
Allums, Sam	770-824-4400 **ext.** 4479				
Beeker, Eddie ❶	770-824-4415				
Carroll, Kelley O&M Supr.	770-824-4421				
Chapman, Aaron	770-824-4420				
Edison, Dan ❶	770-824-4414				
Gresham, Chad	770-824-4420				
Hagan, Lavon	770-824-4400 **ext.** 4484				
Hammond, Brandon	770-824-4420		FAX = 770-824-4422		
Harrell, George	770-824-4400 **ext.** 4471				
Hildebrandt, Grant O&M Supr.	770-824-4418				
Hopkins, Kirk	770-824-4400 **ext.** 4482				
Hughes, Tim	770-824-4400 **ext.** 4475				
Jackson, Lavonia	770-824-4402		FAX = 770-824-4424		
Link, Eric ROWT	770-824-4410				
Mayben, Celia	770-824-4439				
Newman, Eddie OPS Mgr.	**770-824-4401 BR** **205-663-8843 HE**				
Norman, Dennis	770-824-4400 **ext.** 4486				
Parker, Jarrod	770-824-4400 **ext.** 4473				
Relford, Ken	404-915-7902				
Robinson, Danny ROW SME	770-824-4405				
Rogers, Jay	770-824-4420		FAX = 770-824-4422		
Rowell, Craig	770-824-4408				
Sanders, Steve	770-824-4432				
Simpson, Joseph	770-824-4400 **ext.** 4481				
Threadgill, Steve	770-824-4400 **ext.** 4472				
Upchurch, Larry	770-824-4413				
Warren, Angie	770-824-4420				
Wilson, David	770-824-4404				
Woodrum, Joseph	770-824-4412				

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KINDER MORGAN ENERGY PARTNERS, L.P.

SOUTHEAST REGION DIRECTORY

PLANTATION PIPE LINE CO.
CENTRAL FLORIDA PIPELINE CO.
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BREMEN AREA (GEORGIA) (continued)

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EMPLOYEE NAME		OFFICE	CELL	PAGER	PGR PIN	HOME
BREMEN	(BR)	770-824-4400			fax:	770-824-4424
			BR Controller 888-740-5124			
AUSTELL	(AU)	770-942-3284	(b) (6) [redacted]		fax:	770-942-3284
Hubert, Calvin		770-942-3284				(b) (6) [redacted]
ATLANTA AIRPORT	(MA-2)	404-762-0617				
ATLANTA AIRPORT	(MA-3)	404-762-8816				
CHATTAHOOCHEE	(HC)	404-794-2444				
COLUMBUS	(CO)	706-561-0322			fax:	706-561-5775
Griffin, Daren		706-561-0322				(b) (6) [redacted]
MACON	(MC)	478-788-5442			Fax:	478-788-5106
Hickey, Reggie		478-788-5442				(b) (6) [redacted]
LAFAYETTE	(LF)	706-638-1415				
LINDALE	(LN)	706-235-9731				
PEBBLEBROOK JCT.	(PJ)	678-945-7020				
SMITH	(SH)	706-857-2822				

GEORGIA ONE-CALL: 800-282-7411

BREMEN AREA (TENNESSEE)

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EMPLOYEE NAME		OFFICE	CELL	PAGER	PGR PIN	HOME
			(b) (6) [redacted]			
JERSEY	(JY)	423-892-7626			fax:	423-899-2910
Taylor, Robin	ROWT	423-899-4684				(b) (6) [redacted]
Williams, Grady (Gene)		423-892-7626				
CLEVELAND	(CD)	423-476-2422				
MCGAW	(MW)	423-745-4562				
LOUDON	(LD)	865-986-5323				
KNOXVILLE	(KX)	865-584-3461			fax:	865-584-8652
Wilkinson, Steve		865-584-3461				(b) (6) [redacted]

TENNESSEE ONE-CALL: 800-351-1111

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KINDER MORGAN ENERGY PARTNERS, L.P.

SOUTHEAST REGION DIRECTORY

PLANTATION PIPE LINE CO.
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DORAVILLE

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EMPLOYEE NAME		OFFICE	CELL	PAGER	PGR PIN	HOME
FAX		770-751-4104	(b) (6)	Message Retrieval		(b) (6)
Electrical		770-751-4261				
Line Maintenance		770-751-4258				
Mechanical		770-751-4260				
Maddox, John		770-751-4171				
Melton, Wes	O&M Supr.	770-751-4112				
Morris, Shea		770-751-4257				
Perren, Randy		770-751-4260				
Robinson, Robbie	ROWT	770-751-4258				
Smith, Bobby		770-751-4172				
Sproul, Burney		770-751-4259				
Stansfield, Gene		770-751-4261				

ATLANTA AIRPORT	(MA-2)	404-762-0617			
ATLANTA AIRPORT	(MA-3)	404-762-8816			
PEBBLEBROOK JCT.	(PJ)	678-945-7020			
CHATTAHOOCHEE	(HC)	404-794-2444			
ATHENS	(AN)	706-549-7070		fax:	706-549-7445
Armster, Dana		706-549-7070	(b) (6)		(b) (6)
CENTER	(CN)	706-543-7844			
HARTWELL	(HT)	706-376-2899			

GEORGIA ONE-CALL: 800-282-7411

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KINDER MORGAN ENERGY PARTNERS, L.P.

SOUTHEAST REGION DIRECTORY

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CENTRAL FLORIDA PIPELINE CO.
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GREENSBORO AREA (NORTH CAROLINA)

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EMPLOYEE NAME		OFFICE	CELL	PAGER	PGR PIN	HOME
GREENSBORO	(GN)	336-547-3600	(b) (6) [redacted]		fax:	336-547-3687
OPS MGR. (M. Clayton)		336-547-3661				(b) (6) [redacted]
Control Room		336-547-3666				
Electrical		336-547-3664				
Sample House (GN CNG & CNF)		336-547-3686	EXPLOSION PROOF PHONE			
Line Maintenance	GN	336-547-3668	(b) (6) [redacted]			
Mechanical		336-547-3670				
Biagioli, Tommy		336-547-3668				
Clayton, Murray	OPS Mgr.	336-547-3661				
Cox, John		336-547-3664				
Joyce, Kelly		336-547-3664				
Harrison, Lance		336-547-3666				
Kadar, Tracy		336-547-3666				
Keck, Mark		336-547-3666				
Lindsay, Allen	O&M ROW	336-547-3666				
Martin, James		336-547-3668				
McCormick, Tommy	O&M ROW	336-547-3666				
McCowan, Cliff		336-547-3672				
McCuiston, Cody		336-547-3676				
Parr, Mike	O&M Supr.	336-547-3673				
Shirley, Ed		336-547-3667				
Taylor, Lloyd		336-547-3666				
Walker, Terry	ROWT	336-547-3668				
West, Larry		336-547-3674				
York, Tammy		336-547-3677				
GASTONIA	(GS)	704-833-1000			fax:	704-833-1001
LOWELL (LO) Pump Bldg		704-833-1004				
Conference Room		704-833-1014				
GS O&M Cell						
GS ROW Truck Cell						
Maintenance		704-833-1008		maintenance building	fax:	704-833-1002
Training Computer		704-833-1017				
Brown, Denise		704-833-1008				(b) (6) [redacted]
Davis, Gerry		704-833-1006				
Goude, Lisa		704-833-1016				
Marlowe, Joe		704-833-1009				
Rutherford, Jerry	O&M Supr.	704-833-1015				
Schaffer, Joe		704-833-1010				
Threlkeld, Phil	ROWT	704-833-1007				
Wood, Rodney		704-833-1012				

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KINDER MORGAN ENERGY PARTNERS, L.P.

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GREENSBORO AREA (NORTH CAROLINA) (continued)

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EMPLOYEE NAME		OFFICE	CELL	PAGER	PGR PIN	HOME
CHARLOTTE	(CT)	704-399-1051			fax:	704-391-1253
Tank Farm		704-399-9769				
Brice, J W		704-399-1051	(b) (6)			(b) (6)
CHARLOTTE AIRPORT		704-392-4351			fax:	
GUILFORD GREENE		336-545-9109				
SALISBURY	(SA)	704-633-2331				
STIFFORD FERRY		704-398-0234			Manual Fax:	704-398-0234
YANCEYVILLE	(YV)	336-694-6090				

N CAROLINA ONE-CALL: 800-632-4949

GREENSBORO AREA (SOUTH CAROLINA)

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EMPLOYEE NAME		OFFICE	CELL	PAGER	PGR PIN	HOME
			(b) (6)			
ANDERSON	(ND)	864-225-8120				
Moyer, Tim		864-225-8120				(b) (6)
BELTON	(BE)	864-338-8611			BE FAX	864-338-4101
Moyer, Tim		864-338-8611				(b) (6)
SPARTANBURG	(SG)	864-583-3773			SG fax:	864-583-3931
Dixon, C F (Skeeter)		864-583-3773				(b) (6)

S CAROLINA ONE-CALL: 800-922-0983

GREENSBORO AREA (VIRGINIA)

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EMPLOYEE NAME		OFFICE	CELL	PAGER	PGR PIN	HOME
MARTINSVILLE	(MT)	276-632-7497				
ROANOKE	(RK)	540-774-2994			fax:	540-776-0134
Sample House		540-774-2994	EXPLOSION PROOF PHONE			
Baliles, Ken		540-774-2994	(b) (6)			(b) (6)

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KINDER MORGAN ENERGY PARTNERS, L.P.

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CENTRAL FLORIDA PIPELINE CO.
KMST SOUTHEAST TERMINAL

WASHINGTON

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EMPLOYEE NAME		OFFICE	CELL	PAGER	PGR PIN	HOME
			(b) (6) [redacted]			
WASHINGTON	**(WA)**	**703-541-8102**			**fax:**	**703-541-8109**
Back-Up Cell Phone						(b) (6) [redacted]
Field Controllers		**703-541-8102**				
Line Maintenance		**703-541-8105**				
Electrical		**703-541-8103**				
Colvig, Jim	ROW SME	703-541-8101				
Cooper, JR (Ralph)	O&M Supr	703-541-8100				
Hill, Lamar		703-541-8102				
Patterson, Tim	ROWT	703-541-8105				
Richard, Walt		703-541-8103				
Russell, Charlie	O&M ROW	703-541-8104				
Warren, Joe	O&M	703-541-8102				
SOUTH BOSTON	**(SB)**	**434-454-6476**				
CREWE	**(CW)**	**434-645-7293**				
RICHMOND JCT	**(RJ)**	**804-744-1305**				
RICHMOND	**(RM)**	**804-275-5443**			**fax**	**804-275-5451**
RM Sample House		**804-275-5457**	**EXPLOSION PROOF PHONE**			(b) (6) [redacted]
Bentz, Tim	EA	804-275-5442	(b) (6) [redacted]			
Bolt, Lawrence		804-275-5443				
Cartlidge, Jesse	O&M Supr.	804-275-5441				
Clarkson, Rick	O&M ROW	804-275-5444				
Davis, Patrick	EHS	804-743-5778				
Huskey, Tray		804-275-5453				
Stamey, Jimmy		804-275-5446				
Stidham, Kevin		804-275-5445				
Winans, Gary	ROWT	804-275-5443				
ASHLAND	**(AS)**	**804-798-7257**				
BOWLING GREEN	**(BG)**	**804-448-3220**				
COCKPIT POINT	**(CK)**	**703-221-6965**				
DULLES AIRPORT	**(DA)**	**703-661-8928**				
FREDERICKSBURG	**(FB)**	**540-373-0680**				
STAFFORD	**(SD)**	**540-659-8888**				
NATIONAL AIRPORT	**(WN)**	**703-413-7426**				
Ogden Aviation Fueling Serv.		703-417-9776				
VIRGINIA ONE-CALL:		800-552-7001				
WASHI. DC ONE CALL		800-257-7777				

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KINDER MORGAN ENERGY PARTNERS, L.P.

SOUTHEAST REGION DIRECTORY

PLANTATION PIPE LINE CO.
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ORLANDO, FLORIDA

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EMPLOYEE NAME	OFFICE	CELL	PAGER	PGR PIN	HOME
Main Number	407-855-0713 ❖		Link to CFPL's In-House Phone Directory		
FAX	407-826-9490				
Emergency Hot Line	800-537-8832		Emergency Resp. Truck Cell	(b) (6) [redacted]	
Conference Rm.	❖ Ext. 41214	(b) (6) [redacted]		(b) (6) [redacted]	
Lead Operator on Duty	❖ Ext. 41216				
Maintenance Building	❖ Ext. 41242 ❖ or 41219				
Operations Desk	❖ Ext. 41217				
Main 1 (Fred/Tim on call)					
Product Availability	❖ Ext. 41203				
Reception	❖ Ext. 0				
Anderson, Shirley	❖ Ext. 41216				
Ash, Rita	❖ Ext. 41241				
Childers, Tim	❖ Ext. 41219				
Cushingberry, Demond	❖ Ext. 41217				
Defriest, Gary	❖ Ext. 41217				
Dutt, John Term.Supr.	❖ Ext. 41218		800-759-8888		
Edwards, Rob	❖ Ext. 41216				
Goberdhan, Krish	❖ Ext. 41217				
Lewis, Ray	❖ Ext. 41217				
Mears, Fred	❖ Ext. 41242				
Peacock, Johnny	❖ Ext. 41217				
Percle, Paul	❖ Ext. 41217				
Simmons, Wayne Ops.Mgr.	❖ Ext. 41106		800-759-7243		

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KINDER MORGAN ENERGY PARTNERS, L.P.

SOUTHEAST REGION DIRECTORY

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TAMPA, FLORIDA

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EMPLOYEE NAME	OFFICE	CELL	PAGER	PGR PIN	HOME
			FAX	Main Office Tan	813-247-4274
Tampa Terminal Main #	813-248-2148		FAX		813-247-1804
			Fax – Operators Change House		813-248-9761
			Fax – Scheduling		813-248-5063
Emergency Hot Line	800-537-8832		Fax – Truck Rack		813-247-2448
			Fax – ROW		813-247-2476
			Fax – Jerry Coleman – Mobile		(b) (6) [redacted]
CFPL Control Room	813-241-1135	(b) (6) [redacted]			
Conference Rm. 1st Floor	813-241-1125				
Conference Rm. 2nd Floor	813-241-1140	PPL	PPL FAX = 813-241-1115		
Hemlock Pump Station	813-247-4208				
Kitchen	813-241-1117				
Lead Operator on Duty	813-241-1113	(b) (6) [redacted]			
Plant 1 – Scale House	813-241-1116				
Andres, Doug	813-241-1116				(b) (6) [redacted]
Baker, Scott PPL	813-241-1133				
Clark, Mark	813-241-1124				
Coffee, Dave	813-241-1103				
Goss, Sherman	813-241-1116				
Harman, Alice	813-241-1144				
Jackson, Percy	813-241-1118		800-759-8888	173-0864	
Julian, Paul ROW	813-241-1104		888-250-7916		
Krueger, Sandra	813-241-1142				
Lien, Rick Term.Supr.	813-241-1128		800-759-7243	522-1747	
Lockard, Bobby	813-241-1113				
Lockhart, Calvin ROW	813-241-1119		888-264-8642		
Lonon, Clint	813-241-1106				
McBurney, Mike	813-241-1114				
Mendez, Angel	813-241-1126		877-258-8278	785-4176	
Pate, Steve	813-241-1116				
Pearson, David	813-271-1116				
Robertson, Bonnie	813-241-1111		Alpharetta # >>>	770-751-4004	
NEW ADMIN ASST.	813-241-1138				
Scharp, Bradley	813-241-1110				
Schofield, Rob	813-241-1116				
Siegel, Dean	813-241-1116				
Simmons, Wayne Ops.Mgr.	813-241-1106		800-759-7243	807-1408	
Strade, Joey	813-241-1116				
Thiel, Doreen	813-241-1108				
Underwood, Ken	813-241-1113				
Vallejo, Carlos	813-241-1127		877-260-9507	785-4178	
Walker, Beryl	813-241-1105				
Westwood, Earl	813-241-1116				
Wilburn, Sandy	813-241-1122				
Winchester, Del	813-241-1116				

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EMPLOYEE NAME		OFFICE	CELL	PAGER	PGR PIN	HOME
CHARTER "MISC" (CHARTER TRIAD)		706-262-5304	Augusta Area At Present		fax:	706-262-4035
Burgamy, Larry		706-262-5304	(b) (6)			
ALBANY (PHILLIPS TERMINAL)		229-436-6610	1603 West Oakridge Drive		fax:	229-883-2907
Schmidt, Joe	SUPT.	229-436-6610	(b) (6)			(b) (6)
Sias, Cantrell		229-436-6610				
ATHENS (CHARTER TRIAD)		706-543-3447	3460 Jefferson Road		fax:	706-353-3462
Fox, Tim	SUPT.	706-543-3447	(b) (6)			(b) (6)
Martin, Jeremiah		706-543-3447				
Smith, Stan		706-543-3447				
Strickland, Richie		706-543-3447				
N. AUGUSTA #1 (CONOCO PHILLIPS)		803-279-1661	205 Sweetwater Road		fax:	803-279-9046
Spires, Mike	SUPV.	803-279-1661	(b) (6)			(b) (6)
Cadiere, Thomas		803-279-1661				
N. AUGUSTA #2 (CHARTER TRIAD)		803-279-1999	221 Laurel Lakes Drive		fax:	803-279-4231
Beharry, Joyce		803-279-1999	(b) (6)			(b) (6)
Boyd, Carl		803-279-1999				
Corbin, Jerry	SUPT.	803-279-1999				
Ealey, Charles		803-279-1999				
Faircloth, Brian		803-279-1999				
Stonehill, Sean		803-279-1999				
Travis, Alexis		803-279-1999				
BIRMINGHAM (PHILLIPS TERMINAL)		205-925-7685	2635 Balsam Avenue, SW		fax:	205-925-6149
Williamson, Glenn	SUPT.	205-925-7685	(b) (6)			(b) (6)
Windsor, Merrell		205-925-7685				
CHARLOTTE #1 (CONOCO PHILLIPS)		704-399-6327	502 Tom Sadler Road	(former COP)	fax:	704-394-0725
Gaston, Erwin	SUPT.	704-399-5696	(b) (6)			(b) (6)
Macon, Scott		704-399-6327				
Turner, Brian	SUPV.	704-399-6327				
CHARLOTTE #2 (EXXON TERMINAL)		704-399-5696	6801 Freedom Drive	(former XOM)	fax:	704-399-4100
Aldridge, Derek		704-399-5696	(b) (6)			(b) (6)
Gaston, Erwin	SUPT.	704-399-5696				
Lane, Keith		704-399-5696				
Lewis, Tyrone		704-399-5696				
McGraw, Larry		704-399-5696				

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EMPLOYEE NAME		OFFICE	CELL	PAGER	PGR PIN	HOME
CHARLOTTE #3 (CHARTER TRIAD)		**704-399-3041**	**7325 Old Mount Holly Road**		**fax:**	**704-392-3667**
Gaston, Erwin	SUPT.	704-399-5696	(b) (6) [redacted]			(b) (6) [redacted]
Meadows, Geoff		704-399-3041				
CHESAPEAKE (CHARTER TRIAD)		**757-494-0470**	**4115 Buell Street**		**fax:**	**757-494-0460**
Carter, Johnnie		757-494-0470	(b) (6) [redacted]			(b) (6) [redacted]
Harcum, J.C.		757-494-0470				
Rodrique, Dan		757-494-0470				
Fillmore, Dick		757-494-0470				
Nash, Wayne	SUPT.	757-494-0470				
COLLINS, MS (EXXON TERMINAL)		**601-765-8918**	**31 Kola Road**		**fax:**	**601-765-4671**
Fortenberry, EC (Earnest)		601-765-8918	(b) (6) [redacted]			(b) (6) [redacted]
Gatewood, RJ (Ralph)		601-765-8918				
Haynes, John	SUPT.	601-765-8918				
Scarbrough, Keith		601-765-8918				
DORAVILLE (CITGO TERMINAL)		**770-457-5268**			**fax:**	
Brumelow, Vince		CITGO Employee				
Carpenter, Chris		CITGO Employee				
Duckette, Eddie		CITGO Employee				
Jones, David	SUPR.	CITGO Employee				
Kidney, Arthur		CITGO Employee				
Pendley, Gary		CITGO Employee				
Thomas, David		CITGO Employee				
GREENSBORO, NC #1 (EXXON TERMINAL)		**336-855-4474**	**6907 West Market Street**		**fax:**	**336-855-4473**
Edwards, Danny		336-855-4474	(b) (6) [redacted]			(b) (6) [redacted]
Furr, Barry	SUPT.	336-855-4460				
Harrah, Derek		336-855-4474				
Pitt, Oscar		336-855-4474				
Young, Earl		336-294-0889				
On-Site Operator		**336-852-1508**				
GREENSBORO, NC #2 (CHARTER TRIAD)		**336-294-0889**	**6376 Burnt Poplar Road**		**fax:**	**336-299-9787**
Coble, Ronnie		336-294-0889	(b) (6) [redacted]			(b) (6) [redacted]
Furr, Barry	SUPT.	336-855-4460		**fax: 336-855-4473**		
~~Mosley, Frank~~		336-855-4474				
Neal, Jeff		336-294-0889				

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EMPLOYEE NAME		OFFICE	CELL	PAGER	PGR PIN	HOME
KNOXVILLE, TN (EXXON TERMINAL)		**865-584-4611**	**5009 Middlebrook Pike**		**fax:**	**865-584-4613**
Brock, Jason		865-584-4611	(b) (6) [redacted]			(b) (6) [redacted]
Luxford, John	SUPT.	865-584-4611				
Rutherford, Stacy		865-584-4611				
Tolliver, John		865-584-4611				
Toney, Eric		865-584-4611				
# used by PPL/CPL controllers						
NEWINGTON, VA (EXXON TERMINAL)		**703-550-0408**	**8200 Terminal Road**		**fax:**	**703-550-0543**
Kelly, Joe		703-550-0408 x225	(b) (6) [redacted]			(b) (6) [redacted]
Jackson, Thomas		703-550-0408 x224				
Keel, Alan		703-550-0408 x221				
Nierodzik, Jonathan		703-550-0408 x221				
Spinelli, Jason		703-550-0408 x221				
Rizo, Gabriel		703-550-0408 x221				
Semcheski, Richard	SUPT.	703-550-0408				
RICHMOND, VA #1 (EXXON TERMINAL)		**804-743-5731**	**2000 Trenton Avenue**		**fax:**	**804-743-5788**
Anderson, Daryl		804-743-5731	(b) (6) [redacted]			(b) (6) [redacted]
Gibson, Frank		804-743-5731				
Grady, Linda	SUPT.	804-743-5734				
Holt, Chris		804-743-5731				
Jackson, Hal		804-743-5731				
TO BE ADDED		804-743-5731				
Rowles, Brick		804-743-5731				
OPERATOR ON DUTY						
RICHMOND, VA #2 (CHARTER TRIAD)		**840-230-9366**	**4110 Deepwater Terminal Road**		**fax:**	**804-230-4310**
Carson, David		840-230-9366	(b) (6) [redacted]			(b) (6) [redacted]
Cornelius, Milton		804-230-9366				
Freeman, Freddie		804-230-9366				
Grady, Linda	SUPT.	804-743-5734		fax: 804-743-5788		
McKinley, Robert	SUPR.	804-230-9366				
OPERATOR ON DUTY		**(0200-1070 M-F)**				
ROANOKE, VA #1 (EXXON TERMINAL)		**540-982-3515**	**835 Hollins Road**		**fax:**	**540-345-1154**
Brunk, Buddy		540-982-3515	(b) (6) [redacted]			(b) (6) [redacted]
Ferguson, Alan		540-982-3515				
Hayden, Kelly		540-982-3515				
Kiser, John	SUPT.	540-982-3515				
Martin, Steve		540-982-3515				
Muldrew, Sean		540-982-3515				

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EMPLOYEE NAME		OFFICE	CELL	PAGER	PGR PIN	HOME
ROANOKE, VA (MOTIVA)	#2	540-774-4491	5280 Terminal Road SW		fax:	540-774-4517
Kiser, John	SUPR.	540-982-3515	(b) (6) [redacted]			(b) (6) [redacted]
Turner, Russ		540-774-4491				
Turner, Tommy		540-774-4491				
SELMA (CHARTER TRIAD)	#1	919-965-6043	2200 West Oak		fax:	919-965-4201
SELMA (CHARTER TRIAD)	#2	919-965-9215	2101 West Oak		fax:	919-965-4201
SELMA (CHARTER TRIAD)	#3	919-965-3101	4383 Buffalo Rd.		fax:	919-965-4201
Fudala, Ken	SUPT.	919-965-6043	(b) (6) [redacted]			(b) (6) [redacted]
Allen, Scott		919-965-6043				
Barbour, James		919-965-6043				
Gibson, Larry		919-965-6043				
Pruden, Stan		919-965-6043				
SELMA (PHILLIPS TERMINAL)	#4	919-965-5232	4086 Buffalo Rd.		fax:	919-965-3319
Fudala, Ken	SUPT.	919-965-6043	(b) (6) [redacted]			(b) (6) [redacted]
Fowler, Jerry		919-965-6043				
Sewell, Lola		919-965-6043				
SPARTANBURG (PHILLIPS TERMINAL)		864-582-0066	200 Nebo Street		fax:	864-582-3027
Crowder, Jerry	SUPR.	864-582-0066	(b) (6) [redacted]			(b) (6) [redacted]
Black, Richard		864-582-0066				

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EMPLOYEE NAME		OFFICE	CELL	PAGER	PGR PIN	HOME
DEEPWATER		**804-230-1747**	**3302 Deepwater Terminal Richmond, VA 23234**		**fax:**	**832-397-4566**
Jernigan, Mike		804-291-3289	(b) (6) [redacted]			(b) (6) [redacted]
Mason, James		804-230-1747				
Parks, Thomas		804-230-1747				
Reaves, Tom		804-230-1747				
Robinson, Sam		804-291-3290				
Welch, Jerry	Mgr.	804-291-3285				
Wolfe, David		804-291-3285				
GREENSBORO		**336-855-4461**	**6907 West Market Street Greensboro, NC 27409**		**fax:**	**336-855-4473**
Edwards, David		336-855-4461	(b) (6) [redacted]			(b) (6) [redacted]
Fox, Joshua		336-855-4461				
Lemons, Thomas		336-855-4461				
Thomas, Jamey		336-855-4461				
Woodard, Alan	Area Mgr.	336-855-4463				
Thomas, Todd	Term. Mgr.	336-855-4472				

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CH2M HILL — CONTACT LIST

EMPLOYEE	PHONE NUMBERS	RESOURCE AREA	
Jim Butner Tampa	Office 813-874-0777 Cell (b) (6) [redacted]	Jim.butner@ch2m.com	Corrective Action
Drew Champagne Atlanta	Office 678-530-4068 Cell (b) (6) [redacted] Home	Andrew.champagne@ch2m.com	Permitting
David Chung Atlanta	Office 678-530-4460 Cell (b) (6) [redacted] Home	David.chung@ch2m.com	Engineering
Neal Coordes Atlanta	Office 770-829-6695 Cell (b) (6) [redacted]	Neal.coordes@ch2m.com	Engineering
Lillian Furlow Atlanta	Office 678-530-4119 Cell (b) (6) [redacted] Home	Lillian.furlow@ch2m.com	Corrective Action
Tom Gorman Atlanta	Office 678-530-4134 Cell (b) (6) [redacted] Home	Tom.gorman@ch2m.com	General
Joe Nicolette Atlanta	Office 770-517-9154 Cell (b) (6) [redacted] Home	Joe.nicolette@ch2m.com	NRDA
Keith Ogden Raleigh	Office 919-760-1766 Cell (b) (6) [redacted] Home	Keith.ogden@ch2m.com	General
Jennifer Ottoson Tampa	Office 727-785-7177 Cell (b) (6) [redacted] Home	Jennifer.ottoson@ch2m.com	Corrective Action
Mike Perlmutter Atlanta	Office 770-604-9182 x54271 Cell (b) (6) [redacted]	Mike.perlmutter@ch2m.com	Corrective Action
Rick Powell Charlotte	Office 704-329-0073 x 247 Cell (b) (6) [redacted] Home	Rick.powell@ch2m.com	Corrective Action
Tom Simpson Atlanta	Office 678-530-4325 Cell (b) (6) [redacted] Home	Tom.simpson@ch2m.com	NRDA
Mike Skeean Charlotte	Office 704-329-0073 x 219 Cell (b) (6) [redacted] Home	Mike.skeean@ch2m.com	Corrective Action
Greg Rowell Atlanta	Office 678-530-4301 Cell (b) (6) [redacted] Home	Greg.rowell@ch2m.com	Corrective Action
Bill Waldron Raleigh	Office 919-760-1777 Cell (b) (6) [redacted] Home	Bill.waldron@ch2m.com	Corrective Action

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MWH Americas, Inc. — CONTACT LIST

EMPLOYEE	PHONE NUMBERS		Title
Bob Thompson	Work: Work Fax: Cell: Home:	678-327-2950 678-327-2930 (b) (6) [redacted]	Regional Manager
Ben Grove	Work: Work Fax: Cell: Home:	678-327-2963 678-327-2930 (b) (6) [redacted]	Project Manager
Matt Newhart	Work: Work Fax: Cell: Home:	678-327-2936 678-327-2930 (b) (6) [redacted]	Project Manager
Jon Wynn	Work: Work Fax: Cell: Home:	678-327-2926 678-327-2930 (b) (6) [redacted]	Project Manager
Jerry Hawkins	Work: Work Fax: Cell: Home:	678-327-2939 678-327-2930 (b) (6) [redacted]	Operator-In-Charge
Jennifer Kolbe	Work: Work Fax: Cell:	678-327-2937 678-327-2930 (b) (6) [redacted]	Senior Professional
Walter Brewton	Work: Work Fax: Cell: Home:	678-327-2962 678-327-2930 (b) (6) [redacted]	Associate Professional

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RESPONSE MANAGEMENT ASSOCIATES, INC. **CONTACT LIST**

24 Hour Call Center – 713-470-1129

EMPLOYEE	TITLE	Response Position	OFFICE (Main/Direct Dial)	HOME	PAGER/CELL
Kelly Wilson	Manager Response Services	IC or Section Chief	713-647-7109	(b) (6) [redacted]	(b) (6) [redacted] CELL kelly.wilson@theobriensgroup.com
Ben Benson	VP Response Services	IC or Section Chief	985-781-0804	[redacted]	(b) (6) [redacted] CELL ben.benson@theobriensgroup.com
John Manganaro	VP Security Services	IC or Section Chief	281-320-9796 281-379-7152	[redacted]	(b) (6) [redacted] CELL jgmanganaro@rmaworld.com
Chuck Mathis	Sr. Project Manager	Operation/ Logistics Section	281-320-9796 281-379-7158	[redacted]	(b) (6) [redacted] CELL cvmathis@rmaworld.com
John McHugh	VP Planning Services	Planning or Operations Section	281-320-9796 281-379-7153	[redacted]	(b) (6) [redacted] CELL jpmchugh@rmaworld.com
Lisa Saint	Sr. Project Manager	Planning / Finance Section	281-320-9796 281-379-7170	[redacted]	(b) (6) [redacted] CELL llsaint@rmaworld.com
Eric Politte	RMA President	RMA Houston Support Center	281-320-9796 281-379-7150	[redacted]	(b) (6) [redacted] CELL egpolitte@rmaworld.com

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URS CONTACT LIST

EMPLOYEE	PHONE NUMBERS		E-Mail	Resource Area
Andy Morecraft (Primary Contact SE)	Work Work Fax Cell Home	919-461-1420 919-461-1415 (b) (6) [redacted]	Andy_Morecraft@urscorp.com	URS resources
Charles Dartez (Back-up Contact SE)	Work Work Fax Cell Home	225-922-5716 (b) (6) [redacted]	Charles_Dartez@urscorp.com	URS resources in Southeast
Libby Pavlides Raleigh Compliance	Work Work Fax Cell Home	919-461-1517 (b) (6) [redacted]	Libby_Pavlides@urscorp.com	Compliance Activities in Southeast
Andrew Shull Raleigh	Work Work Fax Cell Home	919-461-1412 (b) (6) [redacted]	Andrew_Shull@urscorp.com	Assessment, Remediation, Emergency Response
Paul Harper Baton Rouge	Work Work Fax Cell Home	225-922-5946 (b) (6) [redacted]	Paul_Harper@urscorp.com	Assessment, Remediation, Emergency Response
James Spencer Richmond	Work Work Fax Cell Home	804-474-5420 (b) (6) [redacted]	James_O_Spencer@urscorp.com	Assessment, Remediation, Emergency Response
Ed Siersema Tampa	Work Work Fax Cell Home	813-636-2407 813-636-2499 (b) (6) [redacted]	Ed_Siersema@urscorp.com	Assessment, Remediation, Emergency Response

FIGURE 2.6

EXTERNAL REPORTING GUIDELINES

SPILL REPORTING GUIDELINES
● Review Figure 2.7 for reportable quantities and conditions (i.e., one gallon versus five gallons, impact to surface water, etc.) and follow required reporting. ● Never include information which has **not been verified.** ● **Never speculate** as to the cause of an incident or make any acknowledgment of liability. ● **DOCUMENT:** ☐ Agency notified ☐ Time agency notified ☐ Person notified ☐ Content of message given ☐ Incident number if applicable ● **DO NOT DELAY** reporting due to incomplete information.

3.0 RESPONSE ACTION GUIDELINES

3.1 INITIAL RESPONSE ACTIONS

Initial response actions (See Figure 3.1) are those taken by local personnel immediately upon becoming aware of a discharge or emergency incident, before the Response Team (described in Section 4.0) is formed and functioning. Timely implementation of these initial steps is of the utmost importance because they can greatly affect the overall response operation.

It is important to note that **these actions are intended only as guidelines**. The appropriate response to a particular incident may vary depending on the nature and severity of the incident and on other factors that can not be identified at this time. Note that, **without exception, personnel and public safety are first priority**.

The first Kinder Morgan person on scene will function as the person-in-charge until relieved by an authorized supervisor who will assume the position of Incident Commander (IC). Transfer of command will take place as more senior management respond to the incident.

The person functioning as **Incident Commander** during the initial response period **has the authority to take the steps necessary to control the situation and must not be constrained by these general guidelines**. **Important Activities To Remember During An Emergency Incident Are Summarized Below:**

INITIAL RESPONSE ACTIONS - SUMMARY
• Personnel and Public Safety are first priority • Eliminate sources of ignition • Isolate the source of the discharge, minimize further flow • Make internal notifications • Make external notifications • Activate Response Team(s) as necessary • Activate response contractors and other external resources as necessary • Monitor and control the containment and clean-up effort

3.1 INITIAL RESPONSE ACTIONS (Cont'd)

FIRST KINDER MORGAN PERSON ON SCENE

_____ Utilize local emergency services as necessary (police, fire, medical, etc.)

_____ Notify **Lead Controller at Control Center** of the incident.

_____ Follow the appropriate *"Specific Incident Response Checklist"* in Figure 3.1 and *"Product Specific Response Considerations"* in Figures 3.2 and 3.3.

LEAD CONTROLLER AT CONTROL CENTER

_____ Ensure shut down of pipeline(s) using Emergency Shutdown Procedure and if applicable, isolation of emergency section with remotely controlled valves. Block valve locations are referenced in Appendix M.

_____ Notify appropriate **Operations Manager (OM)**.

_____ If applicable, Initiate Emergency Response Line (ERL) notification process.

OPERATIONS MANAGER (OM)

_____ OM contacts appropriate **O&M Supervisor**.

_____ OM contacts Director – Field Operations.

_____ OM contacts Field EH&S Representative.

NOTIFICATIONS – Codes and Standards/EHS

_____ Notifies various Government Agencies as needed.

DIRECTOR – ENGINEERING (D-ENG)

_____ D-ENG contacts the **Legal**.

_____ D-ENG contacts **Public Affairs**.

3.1 INITIAL RESPONSE ACTIONS (Cont'd)

DIRECTOR - FIELD OPERATIONS (DFO)

_____ Director – Field Operations mobilizes other internal and external field support personnel as needed.

_____ Director – Field Operations notifies Spill Management Contractor

_____ Director – Field Operations notifies Vice President-Operations

O & M SUPERVISOR

_____ O&M Supervisor mobilize key spill response (OSRO) and pipeline repair contractor personnel and equipment as needed.

_____ O&M Supervisor mobilize the Area Response Team and Plantation equipment nearest the emergency.

FIGURE 3.1

SPECIFIC INCIDENT RESPONSE CHECKLIST

Remember, Without Exception, Personnel And Public Safety Are First Priority. Exposure To The Vapor And Liquid Stages Of The Spilled Product Should Be Avoided.

HOW TO RECOGNIZE A PIPELINE RELEASE (LEAK):

SIGHT

_____ Spot of dead or discolored vegetation near the pipeline among otherwise green vegetation.

_____ Accumulation of liquid on ground or in waters near pipeline.

_____ Dense white cloud or fog (vapor cloud) over the suspected release location.

_____ Fire, if release has ignited.

SOUND

_____ Hissing or roaring sound.

SMELL

_____ Unusual odor near the pipeline – strong petroleum scent (distinctive from natural gas or unsure).

INITIAL RESPONSE – TO RELEASE DISCOVERY

_____ Take appropriate personal protective measures.

- Leave the area immediately on foot.
- Use the most direct evacuation route, then proceed upwind/uphill away from area.

_____ Call for emergency assistance and control center to activate KM Response.

_____ Restrict access to the spill site and adjacent area except by emergency personnel. Take any other steps necessary to minimize any threat to personal, public and safety.

_____ Shut down Pipeline System and Isolate emergency site from pipeline system.

- Verify that Operations has shutdown appropriate portion of the system.

FIGURE 3.1 (Cont'd)

SPECIFIC INCIDENT RESPONSE CHECKLIST

INITIAL RESPONSE – TO RELEASE DISCOVERY (Cont'd)

- Close, tag and lock upstream and downstream block valves if removed from potentially hazardous area.
- Attempt to drain line section, as the situation permits.

_____ Turn off power to area facility rectifiers (if removed from potentially hazardous area). To minimize potential for fire or explosion.

_____ Contact appropriate authorities to isolate known public water supply intakes from emergency if necessary. Water intake contact phone numbers are listed in Figure 2.7.

_____ If possible, verify the type of product and quantity released (Material Safety Data Sheets are retained separately at the Facility).

_____ Use testing and sampling equipment to determine potential safety hazards, as the situation demands.

_____ Identify / Isolate the source and minimize the loss of product.

_____ Take necessary fire response actions.

_____ Eliminate possible sources of ignition in the near vicinity of the spill.

_____ Notify Area Management of the incident.

INITIAL EMERGENCY RESPONSE ACTIVITIES

_____ Approach emergency site upwind. Approach on foot if conditions warrant. Monitor atmosphere for hazardous conditions during approach.

_____ Assess and record magnitude of the emergency from a safe and prudently distant location(s). Locate and assess:

- Observable properties of spilled product
- Potential ignition sources (isolate/remove if outside potentially hazardous areas)
- Terrain / wind / weather

FIGURE 3.1 (Cont'd)

SPECIFIC INCIDENT RESPONSE CHECKLIST

INITIAL EMERGENCY RESPONSE ACTIVITIES (Cont'd)

- Proximity of product to public:
  - Residents / pedestrians
  - Vehicle Traffic
  - Railroad Traffic
- Need for evacuation. IF NEEDED REFER TO EMERGENCY EVACUATION PROCEDURES (see Appendix D).
- Bodies of water potentially affected.
- Storm sewers, manholes and underground intakes potentially affected.
- Potential working hazards.
- Potential worker evacuation routes.

_____ Develop mental work plan to mitigate the effect of the spill on the public and environment from a safe and prudently distant location.

STORAGE TANK LEAK, SPECIFIC RESPONSE CONSIDERATIONS

_____ Ready foam injection or application systems.

_____ Follow all initial response and activities prior to entry into potentially hazardous areas.

_____ Shut down all tank battery product movement operations and isolate the tank.

_____ Ensure that the containment area drainage valve(s) is "closed".

_____ If near tank bottom, consider filling tank with water and maintain water bottom to eliminate product leak temporarily.

_____ Stop all traffic in hazardous area (inside and outside of property boundaries), as the situation demands.

_____ Remove product from within the containment area (at a sump or in a low area) with an explosion proof pump, oil skimmer, and / or vacuum truck.

_____ Empty tank as soon as possible.

FIGURE 3.1 (Cont'd)

SPECIFIC INCIDENT RESPONSE CHECK

ACTIVITIES PRIOR TO ENTRY INTO POTENTIALLY HAZARDOUS AREAS

_____ Designate a site Safety Officer and begin implementation of the Emergency Response Site Safety and Health Plan (Section 3). Should be completed prior to initial entry into potentially hazardous areas.

_____ Identify and record the nearest available emergency medical service and establish a means of communication should these services be needed.

_____ Designate Emergency Response Team personnel and equipment staging area if needed that is well removed from potential hazards.

_____ Designate employee to maintain event log.

_____ Designate employee to take photographs documenting response events.

_____ Mitigate spreading of the product, as the situation demands. Potential containment strategies include:

- Earthen dike / berm
- Ditching
- Spreading absorbents over the spill

_____ Interface with onsite governmental officials/responders as needed to coordinate response efforts.

_____ Begin product containment activities provided they are conducted in areas clearly <u>outside</u> of potentially hazardous areas.

_____ Contact and meet with local fire and police officials as needed at the site to discuss work plan:

- Stabilization, Repair and Cleanup plans
- Potential evacuation needs (in case of potential "secondary" emergency condition arising during work activities)
- Assistance in maintaining site safety, including vapor suppression, site security, traffic control and fire prevention

FIGURE 3.1 (Cont'd)

SPECIFIC INCIDENT RESPONSE CHECK

EXPLOSIONS AND / OR FIRE, SPECIFIC RESPONSE

_____ Shut down Facility operations and mitigate fuel sources as the situation demands.

- Flammable/combustible material may be ignited by heat, sparks, or flames.
- Containers may explode in heat of fire.

_____ Utilize applicable Facility firefighting capability after conducting safety assessment of the area.

_____ Notify local Fire Department(s), as the situation demands (Telephone references for Fire Departments are provided in Figure 2.7.)

_____ Evacuate area, as the situation demands.

FINAL RESPONSE

_____ Clean up product spill to eliminate any possible environmental problems.

_____ Make all necessary repairs.

_____ Return the line / tank to service when repairs are complete.

_____ Complete follow-up and written reporting, as the situation demands.

FIGURE 3.1 (Cont'd)

SPECIFIC INCIDENT RESPONSE CHECKLIST

VAPOR CLOUD (from a massive spill, line rupture, etc.), SPECIFIC RESPONSE

_____ The person who discovers the vapor cloud will sound the alarm and notify the supervisor on duty and vacate the area.

_____ **Remember: the only proper action in the presence of a vapor cloud is to get away from it. Do not enter the vapor cloud to shut off electrical equipment.**

- Vapors may travel to source of ignition and cause "flash back" fire.
- Vapor explosion hazard in confined spaces (indoor, outdoor, or sewer).

_____ All personnel will report to the evacuation muster point for roll call and further instructions.

_____ After all personnel have been accounted for, the Facility Manager, Supervisor or Operator will initiate the following actions as deemed necessary:

1. Shut down pipeline.
2. Evacuation of adjacent property.
3. Only the fire department will be permitted to enter the terminal.

_____ Contact the appropriate agencies and potentially affected neighbors (refer to Section 2.0).

FIGURE 3.1 (Cont'd)

SPECIFIC INCIDENT RESPONSE CHECKLIST

BOMB THREATS, SPECIFIC RESPONSE

(b) (7)(F), (b) (3)

[redacted]

FIGURE 3.1 (Cont'd)

SPECIFIC INCIDENT RESPONSE CHECKLIST

BOMB THREATS, (Cont'd)

(b) (7)(F), (b) (3)

[redacted]

FIGURE 3.1 (Cont'd)

SPECIFIC INCIDENT RESPONSE CHECKLIST

NATURAL DISASTER (Tornado and Severe Storms), SPECIFIC RESPONSE

Although many disasters cannot be prevented or predicted, preparation can significantly reduce losses. In the event of a severe weather condition or a natural disaster, Manager, Supervisor or designated alternate will be the emergency coordinator.

_____ Be Aware of Changing Weather Conditions

- Tornado watch - conditions are right for the formation of a tornado.
- Tornado warning - a tornado has been sighted but is not in the area at this time.
- Tornado alert - a tornado has been sighted in the immediate area - take cover immediately.

_____ If Severe Weather Conditions Threaten

- Sound fire alarm.
- Alert facility personnel of condition.
- If time permits, all personnel should assemble at the facility warehouse or in an inside room in the facility office for shelter.
- If time does not permit, seek shelter in low level area away from glass.
- Make certain facility personnel are aware of the condition.
- Stay in shelter until "**all clear**" has been issued.

_____ Immediately After the Storm

- Account for all personnel.
- Survey for damages to facility property.
- Initiate team for any repairs if needed (i.e. high tank alarms, lighting, etc.).
- Refer to this Plan for additional response guidance regarding fires, spills, etc., as needed.

FIGURE 3.1 (Cont'd)

SPECIFIC INCIDENT RESPONSE CHECKLIST

MEDICAL EMERGENCY, SPECIFIC RESPONSE

_____ DO NOT ENDANGER YOURSELF ATTEMPTING A RESCUE. Call 911 or rescue squad instead.

_____ If victim can be reached safely and can be moved, move them to fresh air.

_____ Apply appropriate first aid for both injury and shock, exercising care not to cause further injury.

_____ If victim is unconscious and not breathing, immediately apply artificial respiration (if trained in CPR) and continue without interruption until natural breathing is restored or relived by other CPR trained personnel or other qualified medical personnel.

_____ Call for ambulance or other medical evacuation resources, if appropriate.

_____ Notify hospital of patient arrival and extent of injury.

_____ Notify victim's immediate family.

_____ Complete follow-up and written reporting, as the situation demands. Refer to the Safety Manual for further guidance.

_____ In case of contact with released material:

- Immediately flush eyes with running water for at least 15 minutes.
- Wash skin with soap and water.
- Remove and isolate contaminated clothing and shoes at the site.

3.2 STABILIZATION OF EMERGENCY SITE

Once the emergency phase of the response has been initiated and the response operations stabilized, the continuing response operations will be prioritized in such a way as to minimize the release volume and the extent of the impacted area while maintaining adequate responder and public safety. Repairs to the pipeline system that primarily serve to isolate the release source and prevent release of additional product shall take precedence over repairs which primarily serve to restore pipeline service. The above recommended practice is not intended to restrict repair activities which can accomplish both goals simultaneously. See Section 6.0 and the Resource Manual for additional discussion of Plantation's protection priorities.

3.2.1 Initial Entry Into Potentially Hazardous Areas

Consult the Emergency Response Site Safety and Health Plan (Section 3) as needed.

- A "tailgate" safety meeting (with individuals or small groups) shall be conducted by the designated or acting Safety Coordinator for <u>all</u> employees and contractors prior to initial entry into potentially hazardous areas (refer to Site Safety and Health Plan, "Tailgate Safety Briefing" for guidance on items to consider and discuss). If multiple worksites that are physically separated are required to mitigate a release, it is a good practice to designate a Safety Officer and conduct periodic Tailgate Safety Briefings at each site.

- Using Level B Personal Protective Equipment and the Buddy System, have properly trained employees conduct an air monitoring survey of potentially hazardous areas for:

  - Oxygen levels. No personnel shall enter a confined space with Oxygen levels below 19.5% or above 23.5% unless a confined space entry permit has been issued (refer to the Resource Manual for the entry permit procedure in the Confined Space Technical Standard).

  - Explosive vapors. NO PERSONNEL SHALL ENTER ANY AREA WITH EXPLOSIVE VAPORS OVER 20% LEL. No personnel shall enter a confined space area with explosive vapors over 10% LEL unless the activity has been approved by the On-Scene Commander.

  - Benzene and total hydrocarbon levels (Note: in areas where oxygen levels are within acceptable levels, this portion of the initial entry survey may be conducted using Level C Personal Protective Equipment).

- Establish "Warm" Zone(s) by marking the outer perimeter (include all areas above 10% LEL) with yellow safety ribbon, signs or barricades whenever practical.

3.2 STABILIZATION OF EMERGENCY SITE (Cont'd)

3.2.1 Initial Entry Into Potentially Hazardous Areas (Cont'd)

- Establish "Hot" Zone(s) if needed within the Warm Zone based upon the results of the initial air monitoring survey. Isolate Hot Zones to the extent possible with red safety ribbon, signs or barricades
- When necessary, install portable windsocks or streamers to assist in monitoring for possible changes in wind direction.
- Establish "Cold" Zone(s) for site security. Control access with blue safety ribbon, signs or barricades if useful.
- Assign Safety Coordinator overall responsibility for controlling Warm and Hot Zone access. Request assistance as needed from local responders for controlling Cold Zone access. All responders except essential trained personnel should remain outside Hot and Warm Zones.
- Establish Forward Command Center upwind and upgrade of Warm Zone(s).
- Establish communications with Control Center Supervisor and Alpharetta/Houston Command Center and keep them informed of response progress.
- If evacuation has occurred, make arrangements for transportation and accommodations of evacuees as needed.

3.2.2 Containment Activities

- Discuss with work crews <u>before</u> entering Warm or Hot Zones:
  - Work plan
  - Emergency Response Site Safety and Health Plan
  - Evacuation signals and routes
  - Fire safety precautions
  - Other site safety considerations
- Wear Nomex or equivalent fire resistant coveralls and other specified personal protective equipment (see Section 3.0, Site Safety and Health Plan) when entering and working in Warm or Hot Zones.

3.2 STABILIZATION OF EMERGENCY SITE (Cont'd)

3.2.2 Containment Activities (Cont'd)

- Place air driven blowers on the upwind side of Hot Zones to purge explosive vapors and contaminated air from work site, if necessary, before entering without SCBA protection. Refer to Vapor Control Procedures as needed for further precautionary activities (Section 3.0).
- Contain product.
- Allow only trained and permitted personnel and needed equipment to enter and work in the designated Hot, Warm and Cold Zones
- Assign relief personnel to the emergency site as needed.

3.3 ISOLATION OF RELEASE SOURCE POINT

3.3.1 Excavation

- Contact "one call" center. If one call center cannot be reached, directly notify any known utility or foreign pipeline owners so they can locate their underground facilities.
- Periodically monitor air at appropriate intervals to ensure safety of personnel working in the immediate vicinity of the excavation site. Refer to Vapor Control Procedure below as needed for further precautionary activities (Section 3.0).
- Man fire extinguishers upwind and around the sides of the active work area.
- Excavate with caution to prevent possible damage to unknown and unidentified underground facilities. Remove only the amount of soil necessary to conduct repairs, especially in Environmentally Sensitive Area.
- Place excavated spoils that may contain hydrocarbon liquids or vapors downwind and handle in a manner that prohibits migration of vapors back into the work area if possible.
- Place spoils on plastic sheeting to prevent additional migration of hydrocarbons into the ground. Also, cover spoil with plastic sheeting to prevent rainfall from washing released product away.
- Slope or shore trench in accordance with current Kinder Morgan standards.
- If repair work must be performed within a confined space, all work must be performed in accordance with Kinder Morgan's confined space procedure.

3.3 ISOLATION OF RELEASE SOURCE POINT (Cont'd)

3.3.1 Excavation (Cont'd)

- Whenever safely possible, make temporary repairs (without welding or torch cutting) to stop the release of product. Permanent repairs requiring welding and cutting shall be delayed until containment (free product cleanup and vapor dissipation) has been completed in the immediate surrounding area.

- Use mechanical pipe cutters. Use bonding cables. Refer to Vapor Control Procedure for further precautionary activities (Section 3.0).

- Remove free product and saturated soil from the source point excavation and adjacent areas prior to welding. Spread 6 to 12 inches of uncontaminated soil on bottom of excavation. Do not weld if atmosphere exceeds 10% LEL.

- Contact Control Center Supervisor at regular intervals to keep advised of progress, even if there is no change in the operational status of the affected system.

3.4 POST-STABILIZATION ACTIVITIES

3.4.1 Demobilization of Response Team

Once the Response Team has gained control of the incident, there is typically a strong incentive to remove personnel from the response organization as quickly as possible in order to return them to their regular duties. This action can have the unintended consequence of undermining the Response Team's ability to bring the incident to its most rapid and successful conclusion if not conducted in a coordinated fashion. As activities wind down in some functions of the response organization, the response can often be further supported by reassigning personnel to other functions within the ICS organization until the entire response is adequately completed. It is the responsibility of the Incident Commander to assure that Response Team demobilization occurs at a pace which best supports the successful conclusion of all aspects of the response. This is best achieved by gaining a consensus of the various Incident Command System Section Chiefs prior to the release of personnel from their response duties.

3.4.2 Clean-up Activities

- Complete the recovery of free product and dispose of contaminated soil and absorbent materials in an environmentally acceptable and safe manner (consult with the Environmental Unit Leader).

- Ensure that proper decontamination procedures are adhered to during release recovery as needed by site personnel.

3.4 POST-STABILIZATION ACTIVITIES (Cont'd)

3.4.3 Restoration of Pipeline Service

- Obtain approval of completed repair from Supervisor-Operations responsible for Area in which incident occurred.
- Advise Control Center Supervisor of completed repairs and need to prepare for start up.
- Refer to Procedural Manual for required management approvals prior to start-up. Obtain needed approvals.
- Open and lock line block valves. Remove tags.
- Start up at reduced rate.
- Vent air from the pipeline, if necessary, into a tank truck.
- Check all repairs during pipeline start up to ensure they are satisfactory.
- Turn on rectifiers.
- Complete onsite leak documentation and required inspection reports prior to backfilling excavations.
- Backfill excavations with uncontaminated soil.

3.5 SITE DISCONTINUATION

- Notify all appropriate parties of intention to discontinue emergency response activities.
- Continue long-term clean-up and site remediation efforts if necessary as part of normal maintenance activities.

3.6 RESCUE

3.6.1 General

If a pipeline emergency occurs involving injuries, it is possible that rescues may become necessary. Decisions concerning rescue require careful judgment on the part of the potential rescuer. There is no benefit gained from a rescue attempt that results in additional injuries to the rescued or to the rescuers. There can be several reasons <u>not</u> to attempt a rescue:

- Explosive atmosphere levels exceeding 20%.

3.6 RESCUE (Cont'd)

3.6.1 General (Cont'd)

- Confined space/unknown airborne hazards
- Proper personal protective equipment unavailable for site hazards.
- Not enough time to complete the rescue without endangering your own and/or other lives
- Inadequate number of trained personnel available
- Lack of familiarity with the safety requirements to effect rescue at a hazardous site.

Ultimately, rescue decisions must be based on individual judgment, and this judgment should never unduly endanger additional lives. Before any rescue attempt is made, the conditions which caused a rescue to become necessary must be identified and corrected or controlled. Rescues should not be attempted unless the situation has been carefully evaluated and potential rescuer feels quite certain the rescue can be safely attempted.

3.6.2 Local Responders

Time permitting, it is always preferable to have local responders (fire, EMS, etc.) perform rescue work. These personnel will almost always be the best option in terms of adequate training and proper equipment to perform rescue work. Time permitted this option should always be exercised. The appropriate local responders should always be summoned to incidents involving injuries, as well as notified of incidents in progress where the threat to public safety is unusually high.

3.6.3 Further Considerations

If a rescue becomes necessary, potential rescuers must always remember to be prepared in case the situation deteriorates. If time or the number of victims prevent potential rescuers from moving them to an area of complete safety, it may be wise to at least move them to a less hazardous area. Those victims who are easiest to rescue should be removed first, even if there are other victims who are injured more severely or who are exposed to a greater threat. This is a general rule observed by fire departments and other response agencies. The safety and well being of rescue personnel is the highest concern.

3.7 VAPOR CONTROL PROCEDURES

Caution must be utilized at all times to minimize the possibility of unnecessary creation or accidental ignition of vapors during emergencies as well as during routine maintenance of facilities. During routine maintenance activities involving potential fuel sources (liquids and vapors) and/or heat sources (flame and sparks), engineering controls and other safety devices can in most cases be utilized to minimize the likelihood of accidental ignition or exposure.

It is always good practice to pre-select an evacuation route for each work location where the potential exists for petroleum products or vapors to collect and/or be accidentally ignited. This includes discussing evacuation plans with all personnel planning to enter the area and a procedure for accounting for all personnel after evacuation occurs.

3.7.1 Spill Avoidance

An important first step in reducing the possibility of accidental ignition is in avoidance of spills (uncontrolled releases of petroleum products). This includes additional or unnecessary spills at a pipeline emergency site. Good practices that will help avoid spills include:

All Activities

- Follow lockout/tagout and other appropriate procedures for isolating work area from the system prior to commencing work.
- Place adequately sized containers under pipe openings to catch product that may seep or drip from openings in spite of the prior precautions.
- Care must be taken to avoid spilling products. Do not handle products in leaking containers or use damaged hoses or fittings.
- Tank filling, product transfer, and other operations which involve exposure of product to air shall be carried out away from all possible ignition sources.
- Tank dike drain valves must be kept closed except when water is actually being drained from the dike area.
- If products are spilled, care must be taken to avoid physical contact with the spilled material. Employees must use their own judgment to determine the appropriate response to a spill, with this judgment always erring on the side of prudence and safety.

3.7 VAPOR CONTROL PROCEDURES (Cont'd)

3.7.1 Spill Avoidance (Cont'd)

- Based on the size and volatility of a spill (and potential for explosive vapors to arise), employees must determine whether evacuation is necessary and/or whether the assistance of the Emergency Response Team or local responders (fire & police) are needed. Spilled products must be contained in the immediate area and prevented from entering storm drains and other underground intakes to the extent that safety considerations will allow.

Maintenance and Emergency Response

- Estimate volumes conservatively when planning maintenance involving "drain-up" of petroleum products. An adequate number of tank trucks or other suitable containers should be arranged for in advance to collect all quantities of product anticipated to be removed from the system during maintenance.

- Always drain, displace or pump as much product from the line or appurtenance as possible before unbolting, cutting, or removing a section of pipe or equipment.

- After removal of product, close all valves that will prevent refilling of the drained section. Seal off any line where seepage occurs using spheres, plugs, or other approved sealing methods or devices. Proper lockout/tagout practices should be followed to protect against the accidental opening of valves or start up of units.

3.7.2 Vapor Avoidance

A second important step in minimizing the possibility of accidental ignition is the prevention or minimization of explosive vapors. Good practices that will reduce or eliminate these vapors include:

All Activities

- Action shall be taken whenever possible to prevent products from being released into the atmosphere in the form of a spray or mist.

- Product-soaked materials such as rags or clothing shall be stored well away from possible ignition sources.

3.7 VAPOR CONTROL PROCEDURES (Cont'd)

3.7.2 Vapor Avoidance (Cont'd)

Maintenance and Emergency Response

- All work shall commence only after providing an adequate means of ventilation to disperse any vapors concentrated at levels above 10% LEL or remove them from areas with potential ignition sources. Never use an ordinary electric fan for ventilation purposes. Care shall be taken to minimize spark-producing activities (discussed later) in areas with vapor levels above 10% LEL. Petroleum products are heavier than air and will settle in any depression such as a trench or ditch and can migrate for long distances to areas of lower elevation.

- Material excavated from a release area should be stockpiled downwind of the work area and ventilated as necessary.

- Petroleum products shall not be used for cleaning purposes (clothes, floors, paint brushes) nor for killing grass, weeds or insects.

- Product samples shall be stored in sample storage buildings.

3.7.3 Vapor Detection

Under certain atmospheric conditions, a release of petroleum products will form a visible "vapor cloud" of misted product. All employees shall be made aware of the dangers of a vapor cloud situation. The only proper action in the presence of a vapor cloud is to get away from it and monitor the situation from a safe and prudent distance. Never enter a vapor cloud for any reason.

It is important to understand that unsafe atmospheric conditions can exist even when no visible vapor cloud is present. Thus, another vital step in minimizing the likelihood of an accidental ignition is the diligent use of explosive atmosphere detectors to detect explosive vapors seen or unseen.

Fixed Detectors

The Plantation system has permanently fixed explosive atmosphere detectors in strategic locations in station, terminal and tank farm manifolds. These detectors sound an alarm in the control room at the appropriate staffed location. If the vapor detector alarm or the containment basin alarm at a remote terminal or pumping station is received, the controller who is responsible for that particular facility should shut down the facility and notify the appropriate Operations Manager or their designee to take the appropriate action.

3.7 VAPOR CONTROL PROCEDURES (Cont'd)

3.7.3 Vapor Detection (Cont'd)

The rapid investigation of the causes of fixed vapor detector alarms and isolation of an uncontrolled product release point will reduce the likelihood of accidental ignition by passing motorists, smoking passersby, residential pilot lights, etc. It is important that these activities be conducted in accordance with the appropriate vapor cloud response procedures.

Portable Vapor Detectors

Portable vapor detectors should be diligently used at all work sites where the potential exists for an uncontrolled release of petroleum products. Knowledge of the presence of explosive vapors is imperative in reducing the possibilities of accidental ignition. If an explosive atmosphere reading of 20% LEL (10% within a confined space) or greater is registered on a portable vapor detector, personnel are to evacuate the affected area until the vapors subside or can be otherwise dispersed.

3.7.4 Spark and Flame Avoidance

When working around petroleum products or the vapors they can generate, it is important to take care in avoiding the creation of sparks or open flames which may result in accidental ignition.

Good practices that will help avoid spark or flame include:

All Activities

- Proper and functional fire extinguishing equipment must be on hand when released products are encountered or products are to be handled in the open.

- Remove all potential ignition sources (operating vehicles, electrical power sources, gasoline-powered appliances, open flames, pilot lights, etc.) from a release area, provided they can be eliminated without endangering human life. Electrical switches or power cords in the hazardous area should not be parted or unplugged, as these activities can generate an unwanted spark.

- Open flames are forbidden in areas above 10% LEL.

- Smoking is forbidden; or permitted only in specific pre-designated areas.

- Matches, cigarette lighters & torch lighters are not permitted in fenced areas or areas above 10% LEL.

3.7 VAPOR CONTROL PROCEDURES (Cont'd)

3.7.4 Spark and Flame Avoidance (Cont'd)

- Always use spark-resistant tools and explosion-proof equipment where appropriate. To the maximum extent possible, avoid striking tools together and avoid striking rocks and stones with tools.

- Do not allow flash photography, video camers or other spark-producing electronic devices to be used in a work area where explosive atmosphere conditions may exist.

- Sparks originating from static electricity discharge shall be avoided by:

  - Use bonding cables during the cutting, removal or replacement of pipe. Install the bonding cable across a section of pipe to be cut or removed. Leave the bonding cables in place until the pipe is rejoined. Turn off local cathodic protection rectifiers when a situation requires use of bonding cables.

  - For activities which involve removal and/or addition product to the pipeline system (such as drain-ups), metal containers and hose nozzles should be properly bonded to the vessels supplying and receiving the product.

  - Rags of silk, wool, rayon or synthetic fabrics which can build up a static charge shall not be used in or near areas where petroleum product vapors are present. Avoid wearing clothing made of such materials in hazardous areas if possible.

Maintenance and Emergency Response

- Always approach a suspected uncontrolled release area from a higher elevation and/or upwind. Keep all nonessential vehicles and motorized equipment from the release site. Keep essential motorized equipment on the windward side and as far away as practical. Never attempt to start or drive a vehicle or other motorized equipment into or out of a vapor cloud.

- Take necessary steps (including enlisting the assistance of local law enforcement agencies if necessary) to warn and/or evacuate all persons in the release area, and to stop all traffic (foot, motor and rail) through an into the release area. Arrange detours as is necessary. Unauthorized personnel should be kept out of the release area if possible until the situation can be stabilized.

3.7 VAPOR CONTROL PROCEDURES (Cont'd)

3.7.4 Spark and Flame Avoidance (Cont'd)

- A flow of carbon dioxide or other inert gas, water, or good grade of cutting oil should be used be eliminate sparks when cutting pipe.

- The following precautions should be taken when making emergency welding repairs to damaged facilities:

  - A safety meeting specific to the planned welding activities at hand shall be conducted, with all personnel involved at the work being assigned specific duties and having a definite understanding of what to do in case of fire or accident.

  - Where possible, delay making permanent welding repairs to damaged facilities until vapors have had ample time to dissipate.

  - If possible, clear the area of all product, then cover soil and bottom of bell hole with product-free dirt.

  - Once a "bell-hole" is found to be gas-free by a portable vapor detector, the hole should be double-checked with a lighted torch prior to welding. This shall be done from the top of the hole prior to entry, and the person conducting the test shall not extend his/her body over the hole while holding the torch.

  - Monitoring of the area by portable vapor detector shall be conducted while welding is in progress. If vapor levels of 10% LEL or higher are detected, welding shall cease until the area is properly ventilated to reduce these levels.

  - Care must be taken that welding sparks are prevented from causing fires.

  - At least fire extinguishers shall be manned and readily available during welding operations.

  - Wear NOMEX or other flame retardent clothing when appropriate.

Operations and Tank Cleaning

- Keep water bottoms at a minimum on a tank that is being filled.

- Never take a product sample, then pour it freely back into the gauge hatch or tank. Ropes made of nylon or other synthetic fiber shall not be used as rope for sample containers.

3.7 VAPOR CONTROL PROCEDURES (Cont'd)

3.7.4 Spark and Flame Avoidance (Cont'd)

- Before using a hose and water to wash down a tank, attach a bonding cable to the tank and the hose nozzle.
- Tank gauge lines shall remain in contact with the edge or side of the gauging hatch at all times including raising and lowering.
- Care in general shall be taken around all tanks which contain or have recently contained petroleum products. Tanks shall not be entered by Plantation employees until they have been properly declared lead and gas-free.
- Flame snuffers, vents and pontoons on all tanks must be checked at least annually to ensure they are kept in the best working condition and free from all foreign matter.

3.8 DOCUMENTATION OF INITIAL RESPONSE ACTIONS

It is difficult, particularly during the first few minutes of an initial response operation to think about the importance of documentation. A log should be maintained which documents the history of the events and communications that occur during the response. When recording this information, it is important to remember that the log may become instrumental in legal proceedings, therefore:

- Record only facts, do not speculate.
- Do not criticize the efforts and / or methods of other people / operations.
- Do not speculate on the cause of the spill.
- Do not skip lines between entries or make erasures. If an error is made, draw a line through it, add the correct entry above or below it, and initial the change.
- Record the recommendations, instructions, and actions taken by government / regulatory officials.
- Document conversations (telephone or in person) with government / regulatory officials.
- **Request that government / regulatory officials document and sign their recommendations or orders (especially if company personnel do not agree with the suggestions, instructions, or actions).**

4.0 RESPONSE TEAMS

4.1 INTRODUCTION

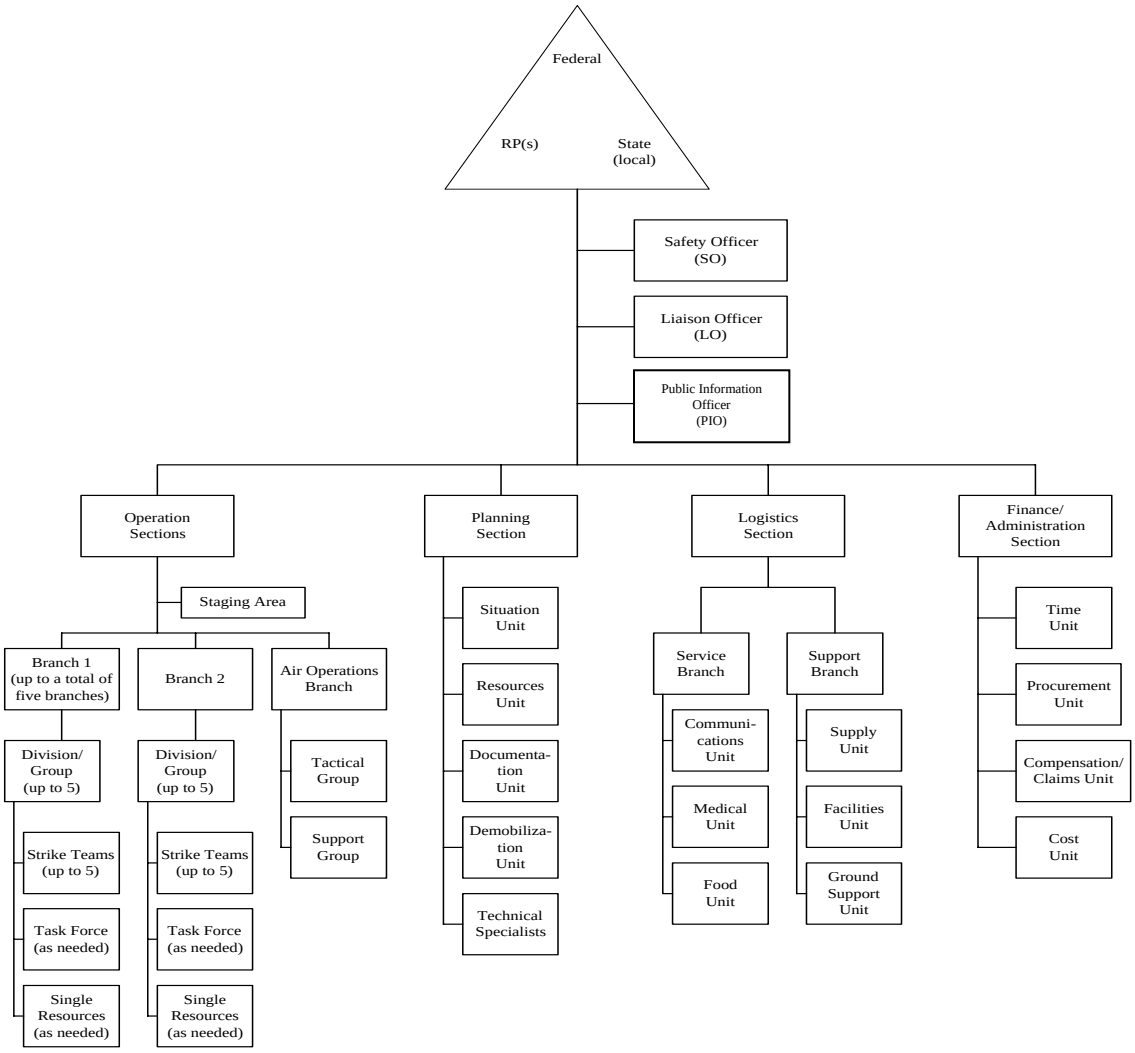
Kinder Morgan uses the National Incident Management System (NIMS) Incident Command System (ICS) (Figure 4.1) to manage emergency response activities. ICS is a management tool which is readily adaptable to very small incidents as well as those of considerable significance and will be implemented for all discharge incidents with staffing levels adjusted as required to meet the specific needs (size and severity) of the incident. ICS-based response teams facilitate a rapid and efficient assessment of the situation and transition from reactive to proactive response operations. The activation, notification and roles and responsibilities of key Response Team members are included within this Plan.

First response to a discharge originating from the Facility will be provided by the Kinder Morgan Response Team (Section 4.3). The Incident Commander (IC)/Qualified Individual (QI) will evaluate on-site conditions and response needs and staff the ICS structure accordingly with resources from the affected Area, unaffected Areas, region offices, and contractors.

The goal of incident and crisis response operations is minimize adverse impacts to people, property, the environment, and the Company while responding to a release or emergency situation. To achieve this goal, response personnel must be able to move from a reactive to a proactive mode of operations by establishing and maintaining command and control over the situation. For incident response operations, this objective should be addressed by observing standard operating procedures that allow response personnel to rapidly and efficiently determine and communicate effectively about the incident and what is being done to address the incident

If an incident escalates to require significant ICS staffing, additional support resources will be activated. The IC may activate supplemental resources to travel to the site to evaluate the incident, report back and provide staffing to the ICS if required. Additional technical, logistical and operational support is available from the Kinder Morgan Support Team (Section 4.4). A detailed explanation of the roles and responsibilities is provided in Section 4.8.

FIGURE 4.1
NATIONAL INCIDENT MANAGEMENT SYSTEM
INCIDENT COMMAND SYSTEM
(NIMS – ICS)



4.2 QUALIFIED INDIVIDUAL

Vital duties of the Qualified Individual (QI) include:

- Activate internal alarms and hazard communication systems to notify all Facility personnel.
- Notify all response personnel, as needed.
- Identify the character, exact source, amount, and extent of the release, as well as the other items needed for notification.
- Notify and provide necessary information to the appropriate Federal, State, and Local authorities with designated response roles, including the National Response Center (NRC), State Emergency Response Commission (SERC), and local response agencies.
- Assess the interaction of the spilled substance with water and/or other substances stored at the Facility and notify response personnel at the scene of that assessment.
- Assess the possible hazards to human health and the environment due to the release. This assessment must consider both the direct and indirect effects of the release (i.e., the effects of any toxic, irritating, or asphyxiating gases that may be generated or the effects of any hazardous surface water runoffs from water or chemical agents used to control fire and heat-induced explosion).
- Assess and implement prompt removal actions to contain and remove the substance released.
- Coordinate rescue and response actions as previously arranged with all response personnel.
- Activate and engage in contracting with oil spill removal organizations.
- Use authority to immediately access Company funding to initiate clean-up activities.
- Direct clean-up activities until properly relieved of this responsibility.

4.3 KINDER MORGAN RESPONSE TEAM

Organization

The Kinder Morgan Response Team includes five (5) functional areas: Command, Operations, Planning, Logistics, and Finance. The functional areas are illustrated in Figure 4.2.

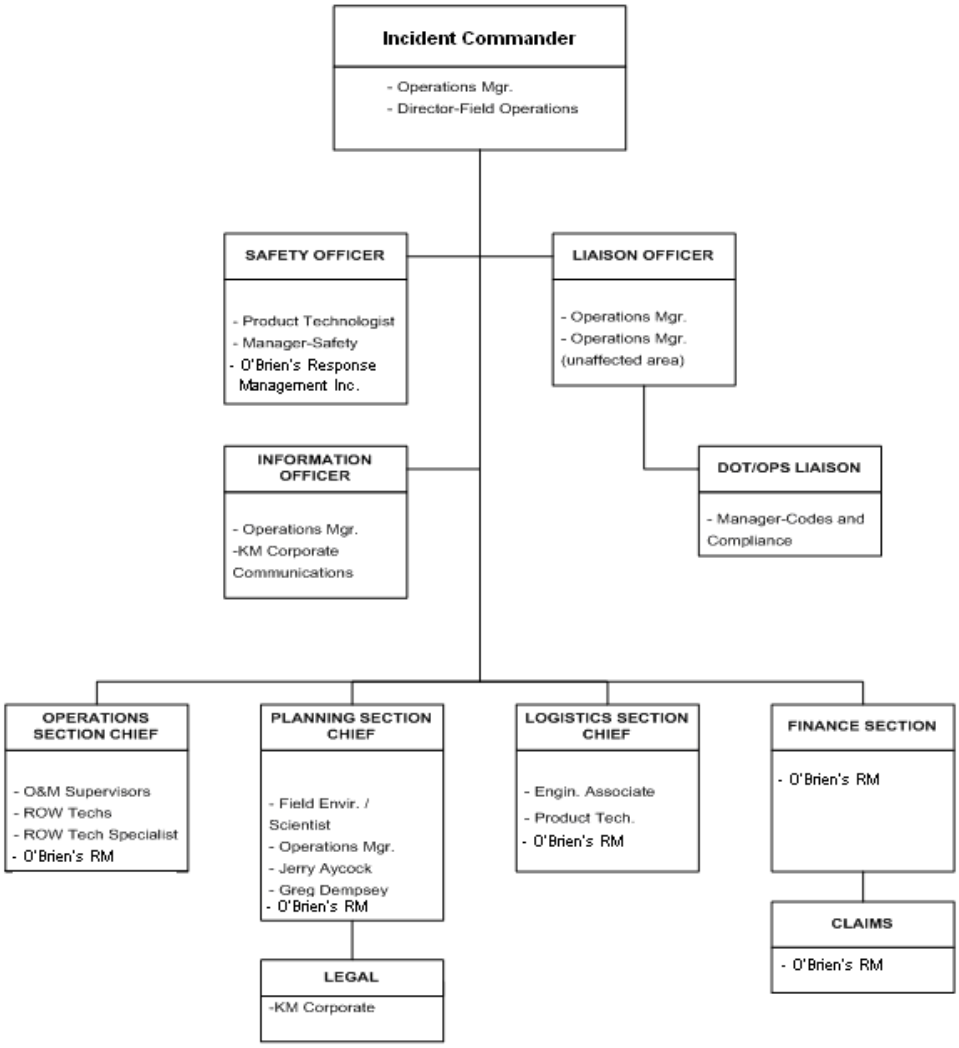
Responsibilities

The responsibilities of the Kinder Morgan Response Team are as follows:

- Operations, Planning, Logistics, and Finance report directly to Command.
- When the IC does not assign the position, IC retains that responsibility.
- The five (5) functional areas of the Team are modular in design and can be expanded with additional staff, reporting under the main areas, to meet the requirements of large scale or complex emergencies.
- The first person on scene will function as the IC and person-in-charge until relieved by an authorized supervisor.
- Once the Operations Manager arrives on-scene, he will assume the position of IC. Transfer of command will take place as more senior management respond to the incident if the severity of the incident warrants.
- The number of positions/personnel required to staff the Kinder Morgan Response Team will depend on the size and complexity of the incident. The duties of each position may be performed by the IC directly or delegated as the situation demands. The IC is always responsible for directing the response activities and will assume the duties of all the primary positions until the duties can be delegated to other qualified personnel.
- A typical response team organization is detailed in Figure 4.2. Job descriptions are detailed in Appendix B for the primary response team positions.
- The IC can set up functional groups or assign groups that are assigned to geographical areas (i.e. divisions).

The Emergency Response Team job positions are described in Appendix B.

FIGURE 4.2
KINDER MORGAN RESPONSE TEAM



Note: The positions and personnel listed in Figure 4.2 are presented in order of anticipated involvement in the incident. For example, initially the Operations Manager would serve as the IC and typically be relieved by the Director of Field Operations, who may be relieved by the Director of Engineering. These positions are shown only to illustrate how the organization may change as more staff and resources are added to the onsite response team. Personnel listed may perform any function as directed by the IC.

4.4 KINDER MORGAN SUPPORT TEAM

Organization

The Kinder Morgan Support Team (Figure 4.3) provides additional technical, logistical, and operational resources to assist the IC in responding to an incident. Through predetermined roles, responsibilities, and communication channels, key personnel throughout the Kinder Morgan organization participate in incident response from satellite offices that house key information and technical resources that may not be readily available at the incident site. Although many of the Kinder Morgan Support Team personnel are also trained to perform on-site duties within the ICS structure should the incident escalate or should additional relief personnel be required, it is anticipated that the Support Team functions would not be performed at the incident site.

Responsibilities

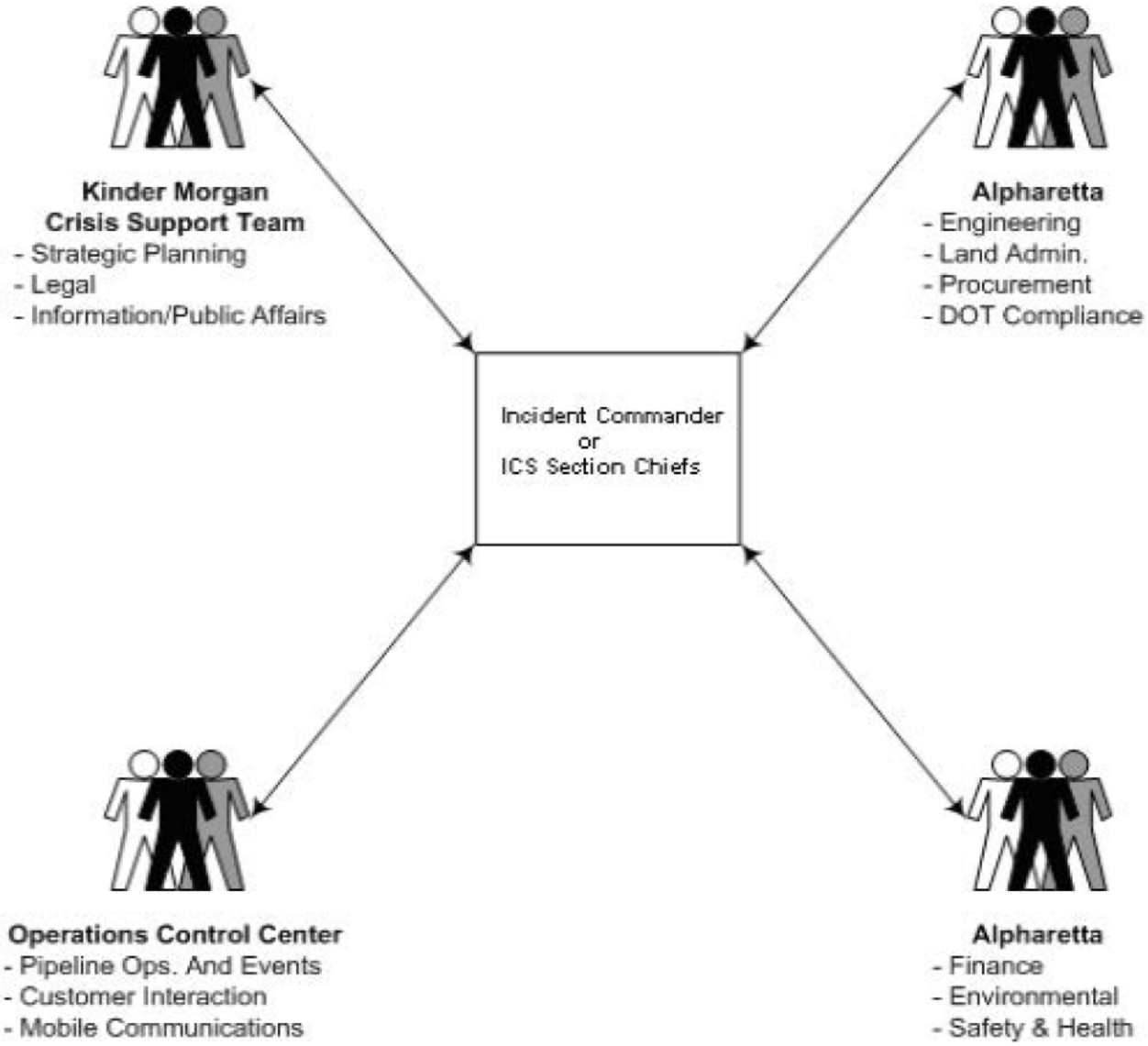
The responsibilities of the Kinder Morgan Support Team are as follows:

- From the Alpharetta Office: finance, environmental, health and safety support, procurement, land administration, and engineering support.
- From the Operations Control Center: pipeline operations, historical events and data evaluation, and customer interaction support.
- From the Kinder Morgan corporate offices: business strategic planning and public affairs support.

The Kinder Morgan Support Team members receive initial notification of an incident through the initial Notification Procedures and are available to the IC to provide additional support to the onsite efforts. When summoned, the appropriate Support Team member reports directly to the IC or the designated onsite Section Chief designated by the IC.

The role of the Kinder Morgan Support Team is to quickly and efficiently respond to the needs of the onsite Response Team without further burdening the response efforts. Response planning, documentation, and status reporting will be managed onsite by the Response Team through normal ICS channels. The Support Team must be mindful of the Response Team objectives and resources, and should PROVIDE information and support, not REQUIRE it from the onsite personnel.

FIGURE 4.3
KINDER MORGAN SUPPORT TEAM



4.5 RESPONSE TEAM TRAINING

Kinder Morgan provides training related to discharge prevention, testing and response, including measures to repair pipeline ruptures and mitigate discharges. The Training Methods address oil discharges from the pipeline from several perspectives: human health and safety, rupture control and repair operations, pollution control, and overall (crisis) management of the emergency. Kinder Morgan's Training Section is responsible for implementation and records maintenance of the emergency response training program including the coordination of employee schedules and training locations.

The competency of each training program is closely monitored by the Training Section through observation of and/or participation in actual training sessions.

Through the various training methods described below Kinder Morgan's training program is intended to ensure the following results:

That all personnel know:

- Their responsibilities under the Plan.
- The name, address and procedures for contacting the operator on a 24-hour basis.
- The name of, and procedures for contacting the Qualified Individual on a 24-hour basis.

That all reporting personnel know:

- The pipelines and response zone details for the affected area (Figure 1.3).
- How to access the telephone number of the National Response Center and other required notifications (Section 2.0).
- The notification process. (Section 2.0).

That all response personnel know:

- The characteristics and hazards of the oil discharged (Section 3.0).
- The conditions that are likely to worsen emergencies, including the consequences of facility malfunctions, and the appropriate corrective actions.
- The steps necessary to control any accidental discharge of oil and to minimize the potential for fire, explosion, toxicity or environmental damage (Section 3.0).

Kinder Morgan requires that all response personnel, including contractors and casual labor, have the appropriate training necessary to serve on a response team during an emergency. Team members will receive training in the following:

Facility Response Plan Review

- All Kinder Morgan Response Team Members should review this Plan whenever their job positions or responsibilities under the Plan change. A copy of this Plan will be available via the corporate intranet at all times to Team Members.

4.5 RESPONSE TEAM TRAINING (Cont'd)

HAZWOPER (29 CFR 1910.120)

- Federal and state regulations require that response team members maintain up-to-date HAZWOPER training necessary to function in their assigned positions. At a minimum, Kinder Morgan personnel will receive "First Responder Awareness Level" training. All "Non-Kinder Morgan" personnel responding to a Kinder Morgan incident must satisfy the applicable HAZWOPER training requirements of 29 CFR 1910.120.

OSHA HAZWOPER TRAINING REQUIREMENTS		
Responder Classification	**Required Training Hours**	**Refresher**
29CFR 1910.120(q) Emergency Response		
First Responder - Awareness Level	2-4 hrs demonstration of competency	same
First Responder - Operations Level	8 hrs	8 hrs
Hazardous Materials Technician	24 hrs plus competency	8 hrs
Hazardous Materials Specialist	24 hrs plus competency in specialized areas	8 hrs
Incident Commander	24 hrs plus competency	8 hrs
1910.120(e) Clean Up Sites		
General Site Workers	40 hrs / 3 days on the job training	8 hrs
Occasional Workers (Limited Tasks)	24 hrs / 1 day on the job training	8 hrs
General Site Workers (Low Hazard)	24 hrs / 1 day on the job training	8 hrs
Supervisors	8 hrs supervisor training	8 hrs
29CFR 1910.120(p)(7)(8) RCRA TSD Sites		
New Employees	24 hrs	8 hrs
Current Employees*	24 hrs	8 hrs

* Previous work experience and/or training certified as equivalent by employer.

Incident Command System

- Response team members will receive ICS training and may also receive supplemental training in other, related general topics.

Volunteers

- Kinder Morgan will not use volunteers for emergency incident response and no Kinder Morgan provisions exist to train them. Volunteers may be used by government response entities, as allowed by applicable policies/procedures.

4.5 RESPONSE TEAM TRAINING (Cont'd)

Oil Spill Response Training

- Oil Spill Response training is accomplished when the appropriate employees attending Oil Spill Response for Inland Waters by Rogers & Associates, Texas A&M's Inland Oil Spill Response and Recovery School or any equivalent training seminar. These are week long classes that focus on defensive and offensive strategies in controlling an oil spill. This course includes activities such as initial oil spill site assessment and spill response planning, booming techniques, construction of under-flow dams, using absorbent booms and the use of some personal protective equipment.

Supervisor/Team Meetings

- Periodic Supervisor/Team meetings are conducted by the various Areas and Teams with essential personnel assigned to the Response Team in attendance. These meetings typically include a review of various emergency response procedures contained in this Plan. The standard agenda could include some or all of the following:
    - Overview of emergency response.
    - Review and discussion of the Kinder Morgan Response System (with a focus on notification, assessment of severity of the event, functional activities/roles, and organization structure).
    - Review of the emergency response equipment and site plans.
    - A table top emergency response exercise.

Training Records Maintenance

- Emergency response training records are maintained at Kinder Morgan's Alpharetta office. Training records for response personnel will be maintained for as long as personnel have duties in this response plan.

4.5 RESPONSE TEAM TRAINING (Cont'd)

Contractor Training

- Kinder Morgan also recognizes that contract personnel must also have sufficient training to respond to Kinder Morgan emergency response situations. Kinder Morgan communicates this training need to its key contractors during contract negotiations and often specifically spells out this requirement in its contracts. Kinder Morgan also tends to use well-known spill response contractors whose reputation and experience levels help ensure personnel who respond will be trained to appropriate levels. Records of training shall be maintained by the contractor.

Training Qualifications

- As no formalized method of certifying training instructors has been provided by OSHA, Kinder Morgan ensures the competency of its instructors and training organizations by selecting trainers and/or organizations with professional reputations and extensive hands-on and classroom experience in their subject matter. Kinder Morgan personnel with responsibility to coordinate the training program also conduct periodic informal audits of training courses selected for Kinder Morgan's training program to ensure their suitability for the program.

4.6 RESPONSE TEAM EXERCISES

Response Team members, government agencies, contractors, and other resources must participate in response exercises required by Federal, state, or local regulations and as detailed in the "National Preparedness for Response Exercise Program (PREP) Guidelines". Kinder Morgan will conduct announced and unannounced drills to maintain compliance, and each plan-holder must conduct at least one exercise annually. The Manager-Pipeline Safety will be responsible for the planning, carrying out and monitoring of the drill exercises. The following table lists the triennial exercise cycle for facilities (see PREP Guidelines for full details).

TRIENNIAL CYCLE		
Total Number	**Frequency**	**Exercise Type/Description**
12	Quarterly	QI Notification Exercise
3	Annual	Equipment Deployment Exercise *(Facility-owned equipment)*
3	Annual	Response Team Tabletop Exercise
3	Annual	Equipment Deployment Exercise *(facilities with OSRO-owned equipment)*
1	Tri-Annual	Unannounced Exercise *(not a separate exercise)* Actual response can be considered as an unannounced exercise.
NOTE: All response plan components must be exercised at least once in the Cycle.		

Quarterly QI Notification Exercise

- **Scope:** Exercise notification process between key facility personnel and the qualified individual/alternate to demonstrate the accessibility of the Qualified Individual.

- **Objective:** Contact by phone, radio, text message, message-pager, or facsimile and confirmation established as indicated in Response Plan.

- **General:** All personnel receiving notification shall respond to the notification and verify their receipt of the notification. Personnel who do not respond should be contacted to determine whether or not they received the notification. The Emergency Response Line (ERL) can be used for QI notifications.

Annual Equipment Deployment Exercise (for facilities with equipment)

- **Scope:** Demonstrate ability to deploy spill response equipment identified in the ICP.

  - May consist entirely of operator owned equipment, or a combination of OSRO and operator equipment.

Annual Equipment Deployment Exercise (for facilities with equipment) (Cont'd)

- The number of equipment deployment exercises conducted should be such that equipment and personnel assigned to each response zone are exercised at least once a year. If the same personnel and equipment respond to multiple zones, they need only exercise once per year. If different personnel and equipment response to various response zones, each must participate in an annual equipment deployment exercise.

- **Objective:** Demonstrate personnel's ability to deploy and operate response equipment. Ensure that the response equipment is in proper working order.

- **General:** The Facility may take credit for actual equipment deployment to a spill, or for training sessions, as long as the activities are properly documented.

Annual Response Team Tabletop Exercise

- **Scope:** Demonstration of the response team's ability to organize, communication, and make strategic decisions regarding population and environmental protection during a spill event.

- **Objective:** Designated Emergency Response Team members should demonstrate the following:

  - Knowledge of the Plan.
  - Proper Notifications
  - Ability to organize response team members effectively.
  - Communications system.
  - Interface with a unified command.
  - Ability to access an OSRO
  - Coordination for response capability as outlined in Response Plan.

- **General:** Credit should be taken for an actual spill response when these objectives are met, the response is evaluated and, a proper record is generated.

Government-Initiated Unannounced Exercise

- **Scope:** Demonstrate ability to respond to a worst case discharge spill event.

- **Objectives:** Designated emergency response team members should demonstrate adequate knowledge of their Response Plan and the ability to organize, communicate, coordinate, and respond in accordance with that plan.

- **General:** Maximum of 20 unannounced PHMSA exercises conducted annually for the pipeline industry as a whole. A single owner or operator will not be required to participate in a PHMSA-initiated unannounced exercise, if they have already participated in one within the previous 36 months.

Exercise Documentation

- The documentation for drill exercises will be maintained at least 3 years and located at Central Records; documentation should specify:

  - The type of exercise;
  - Date and time of the exercise;
  - A description of the exercise;
  - The objectives met in the exercise;
  - The components of the response plan exercised; and
  - Lessons learned.

4.7 SITE SAFETY AND HEALTH PLAN(S) DEVELOPMENT

The Safety Officer will be responsible for preparing a Site Safety and Health Plan (SSHP) that will establish site specific policies, practices, and procedures to protect workers and the public from coming into contact with potential chemical and/or physical hazards. The SSHP must be available at the site for worker and government review (upon request). Workers entering the site for the first time, must review the SSHP prior to entry. Daily SSHP briefings should be conducted. The SSHP must be modified as necessary and address multiple work environments, if applicable. The SSHP will contain the following information:

- Guidance on who is responsible for monitoring site safety.

- A characterization of the risks associated with each operation that will be conducted in the area covered by the plan.

- A description of known chemical and physical hazards, and the measures that have been instituted to eliminate the hazards or reduce them to an acceptable level.

- Guidance on the level of HAZWOPER training required for workers commensurate with their job responsibilities.

- A definition of site control measures, including a site map.

- A description of decontamination procedures for personnel and equipment. The following should be included:

  - Contaminated Personnel Protective Equipment (PPE) cleaning and removal Procedures

  - Containment PPE cleaning precautions for laundering personnel.

  - Decontamination locations at the site which include “dirty”, and “clean” areas.

The Site Safety and Health Plan format that will be used is presented in Section 3.

4.8 ICS ROLES AND RESPONSIBILITIES

COMMON RESPONSIBILITIES

The following is a checklist applicable to all personnel in an ICS organization:

- Receive assignment, including:
  - Job assignment
  - Resource order number and request number
  - Reporting location
  - Reporting time
  - Travel instructions
  - Special communications instructions
- Upon arrival, check-in at designated check-in location.
- Receive briefing from immediate supervisor.
- Acquire work materials.
- Supervisors maintain accountability for assigned personnel.
- Organize and brief subordinates.
- Know your assigned radio frequency(s) and ensure communications equipment is operating properly.
- Use clear text and ICS terminology (no codes) in all communications.
- Complete forms and reports required of the assigned position and send to Documentation Unit.
- Maintain unit records, including Unit/Activity Log (ICS Form 214).
- Response to demobilization orders and brief subordinates regarding demobilization.

UNIT LEADER RESPONSIBILITIES

In ICS, a Unit Leader's responsibilities are common to all units in all parts of the organization. Common responsibilities of Unit Leaders are listed below.

- Review common responsibilities.
- Receive briefing from Incident Commander, Section Chief or Branch Director, as appropriate.
- Participate in incident planning meetings, as required.
- Determine current status of unit activities.
- Order additional unit staff, as appropriate.
- Determine resource needs.
- Confirm dispatch and estimated time of arrival of staff and supplies.
- Assign specific duties to staff; supervise staff.
- Develop and implement accountability, safety and security measures for personnel and resources.
- Supervise demobilization of unit, including storage of supplies.
- Provide Supply Unit Leader with a list of supplies to be replenished.
- Maintain unit records, including Unit/Activity Log (ICS Form 214).

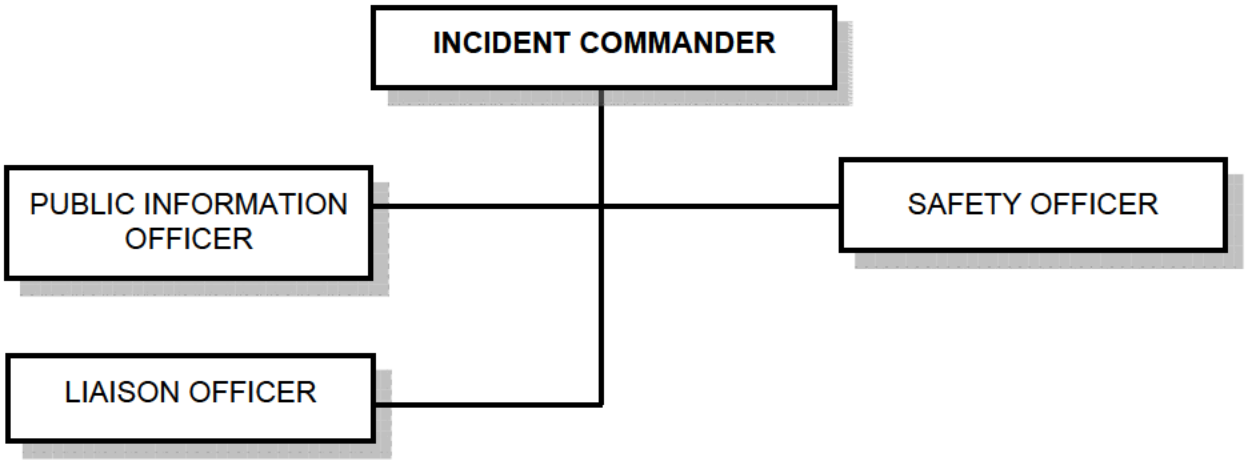
COMMAND

Incident Commander....4-12

Safety Officer....4-15

Liaison Officer....4-17

Information Officer....4-18



INCIDENT COMMANDER

The Incident Commander (IC) has responsibility for overall management of the incident. The KM IC has the authority to approve the use of a contractor even if no "open-end" contract exists, as well as the authority to commit monies to initiate response and clean-up activities. The first employee on-site will assume the responsibilities of IC until properly relieved. Generally, the most senior employee on-site will assume the IC position. The IC also has overall responsibility for the health and safety of responders.

KM Initial IC Responsibilities (During the first few hours):

- Make internal Company notifications
- Conduct initial site assessment
- Initiate Incident Command System (assign ICS roles & complete org. chart)
- Ensure Site Specific Health & Safety plan is being developed within the first hour
- Maintain site control (establish hazard zones and appropriate corridors)
- Request Unified Command with lead agencies as appropriate
- Establish immediate priorities (i.e. control the discharge, initiate containment, ensure safety, etc.)

Overall IC Responsibilities:

- Assess the situation and/or obtain a briefing from the prior IC.
- Determine Incident Objectives and strategy.
  Objectives and strategies should be documented on ICS form 201or 202 and used to communicate Unified Command's expectations for the next operational period
- Establish the immediate priorities.
- Establish an Incident Command Post.
- Brief Command Staff and Section Chiefs.
- Review meetings and briefings.
- Establish an appropriate organization.
  The organization should be documented on ICS forms 201, 203 or 207, depending on the level of response.
- Ensure planning meetings are scheduled as required.
- Approve and authorize the implementation of an IAP.
- Ensure that adequate safety measures are in place.
- Coordinate activity for all Command and General Staff.
- Coordinate with key people and officials.
- Approve requests for additional resources or for the release of resources.
  This is usually accomplished through the approval of the Incident Action Plan.
- Keep corporate offices and agency administrator(s) informed of incident status.
- Approve the use of trainees, volunteers, and auxiliary personnel.
- Authorize release of information to the news media.
- Ensure incident Status Summary (ICS Form 209) is completed and forwarded to appropriate higher authority.
- Order the demobilization of the incident when appropriate.

INCIDENT COMMANDER (Cont'd)

OIL SPILL

The IC for oil discharges will, whenever possible and practical, be organized under the Unified Command (UC) Structure that includes, but is not limited to:

- The pre-designated Federal On-Scene Incident Commander (FOSC)
- The pre-designated State On-Scene Incident Commander (SOSC)
- The representative of the Responsible Party (RP) IC

The UC is responsible for the overall management of the incident. The UC directs incident activities including the development and implementation of strategic decisions and approves the ordering and releasing of resources. The UC may assign a Deputy IC to assist in carrying out IC responsibilities. IC tasks specific to oil spill events are:

- Be cognizant of the primary objectives for oil spill response activities.
  - Ensure the safety of citizens and response personnel.
  - Control the source of the spill.
  - Manage a coordinated response effort.
  - Maximize protection of environmentally sensitive areas.
  - Contain and recover spilled material.
  - Recover and rehabilitate injured wildlife.
  - Remove oil from impacted areas.
  - Minimize economic impacts.
  - Keep stakeholders informed of response activities.
  - Keep the public informed of response activities.
  - Ensure that the source of a discharge is designated and that procedures by which claims may be presented are advertised.
  - All removal and damage claims must be handled appropriately.

HAZARDOUS SUBSTANCE RELEASE

Incident Commander and Safety Officer - The IC and SO for a hazardous substance incident will use the following guidance when preparing the Site Safety Plan:

- Assign site safety responsibility.
- Establish perimeter and restrict access.
- Characterize site hazards:
  - Identity pollutant
  - Obtain Material Safety Data Sheets
  - Conduct air monitoring
  - Identify physical and biological hazards i.e., slips, trips, falls, confined spaces, noise, weather conditions, poisonous insects, reptiles, plants and biological waste
- Establish control zones:
  - Exclusion zone
  - Contamination reduction zone
  - Support zone

INCIDENT COMMANDER (Cont'd)

HAZARDOUS SUBSTANCE RELEASE (Cont'd)

- Assess training requirements:
  - Check HAZWOPER cards
  - Insure safety briefings
- Select personal protective equipment (PPE) Level A, B, C, or D.
- Establish decontamination stations.
- Establish Emergency Medical Plan Locate hospital, EMT(S) and first-aid stations; and List emergency numbers: fire, police, and ambulance.

TERRORISM INCIDENT

(b) (7)(F), (b) (3)

[redacted]

SAFETY OFFICER

The Safety Officer's (SO) function is to develop and recommend measures for assuring personnel safety, and to assess and/or anticipate hazardous and unsafe situations. Only one SO will be assigned for each incident; however, there may be assistants.

Overall SO Responsibilities:

- Participate in planning meetings.
- Identify hazardous situations associated with the incident.
- Review the IAP for safety implications.
- Exercise emergency authority to stop and prevent unsafe acts.
- Investigate accidents that have occurred within the incident area.
  Ensure information is relayed to the Situation Unit Leader in order to update incident status information (ICS form 209) on the display board.
- Review and approve the medical plan (ICS form 206).
- Develop the Site Safety Plan and publish Site Safety Plan summary (ICS Form 208) as required.
  This plan may be more detailed than the KM Site Specific Health and Safety Plan.

Additional KM Required SO Responsibilities:

- Ensure all initial response personnel are located in a safe location
- Complete the KM Site Specific Health and Safety Plan (**within the first hour**)
- Conduct initial briefing of the KM Site Specific Health and Safety Plan
- Establish regularly scheduled safety meetings
  - Ensure that an "attendance roster" is maintained during these meetings
  - Work with Staging Officer to conduct H&S Plan briefings with arriving response personnel
- Assess need for atmospheric monitoring – coordinate as needed
  - Ensure air monitoring results are accurately documented; use map of area to record results if necessary
- Coordinate with appropriate agencies to assess need for triage; suggest possible locations
- Establish smoking areas; communicate clearly
- Post "Proposition 65" signs (California only)
- Establish Emergency Medical Plan Locate hospital, EMT(S) and first-aid stations; and List emergency numbers: fire, police, and ambulance.
- Control access to an offsite incident site by working within the Unified Command Structure to effect the necessary control measures for air, (FAA), marine(USCG) and ground (local law enforcement) traffic.
- In the event of a need to control traffic before the arrival of local, state, or federal authorities, the following methods of traffic control may be considered:
  - Vehicular and/or pedestrian access to an offsite incident should be controlled to the extent possible prior to the arrival of local law enforcement or other agency personnel trained to handle traffic control.
  - Until agencies respond to the scene and take control of access and traffic, vehicles can be used to block traffic flow on streets leading to the spill site, if it is safe to do so. Do not operate vehicles at the scene of a gasoline or other light hydrocarbon spill where a flammable vapor cloud may be present.
  - For an on water spill, control of marine traffic may be attempted prior to the arrival of the US Coast Guard response vessel by alerting vessel operators of the spill hazard by radio where possible.
  - Control of air traffic may be necessary due to operations aircraft. The local Federal Aviation Administration (FAA) office can be contacted by the Incident Commander, or coordinated with local authorities, to establish safe operations.

SAFETY OFFICER (Cont'd)

HAZARDOUS SUBSTANCE RELEASE

Incident Commander and Safety Officer - The IC and SO for a hazardous substance incident will use the following guidance when preparing the Site Safety Plan:

- Assign site safety responsibility.
- Establish perimeter and restrict access.
- Characterize site hazards:
  - Identity pollutant
  - Obtain Material Safety Data Sheets
  - Conduct air monitoring
  - Identify physical and biological hazards i.e., slips, trips, falls, confined spaces, noise, weather conditions, poisonous insects, reptiles, plants and biological waste
- Establish control zones:
  - Exclusion zone
  - Contamination reduction zone
  - Support zone
- Assess training requirements:
  - Check HAZWOPER cards
  - Insure safety briefings
- Select personal protective equipment (PPE) Level A, B, C, or D.
- Establish decontamination stations.
- Establish Emergency Medical Plan Locate hospital, EMT(S) and first-aid stations; and List emergency numbers: fire, police, and ambulance.

LIAISON OFFICER

The Liaison Officer (LO) serves as a "go-between" linking the IC to various agencies. These are agencies that do not have a direct tactical assignment within the Unified Command however, have an interest in the response activities or wish to offer assistance.

The Liaison Officer intercepts, greets and briefs agency representatives as they arrive on scene. It is the responsibility of the Liaison Officer to notify the IC before escorting anyone to the Command Post. A separate Liaison Area may need to be established to accommodate agency representatives not directly involved in the Unified Command.

Overall LO Responsibilities:

- Be a contact point for Agency Representatives.
  Agency Representatives are agency personnel who do not have direct tactical assignment but are present to assist in response efforts and have authority to make decision on matters affecting that agency's participation.

- Maintain a list of assisting and cooperating agencies and Agency Representatives.
  Obtain business cards or any other means of collecting contact information.

- Monitor check-in sheets daily to ensure that all Agency Representatives are identified.

- Assist in establishing and coordinating interagency contacts.
  Determine if there are any agencies that could assist in the response effort. Locate the contact information and make contact with the agencies.

- Keep agencies supporting the incident aware of incident status.

- Monitor incident operations to identify current or potential inter-organizational problems. *Report any problems/conflicts to the IC.*

- Participate in planning meetings, providing current resource status, including limitations and capability of assisting agency resources.

- Coordinate response resource needs for Natural Resource Damage Assessment and Restoration (NRDAR) activities with the OPS during oil and HAZMAT responses. *This generally involves working with agencies to evaluate the impact the incident had on the environment and wildlife.*

- Coordinate response resource needs for incident investigation activities with the OPS.

- Ensure that all required agency forms, reports and documents are completed prior to demobilization.

- Coordinate activities of visiting dignitaries.

- Have a debriefing session with the IC prior to departure.

PUBLIC INFORMATION OFFICER

The Public Information Officer (PIO) is responsible for developing and releasing information about the incident to the news media, incident personnel, and other appropriate agencies and organizations.

Only one PIO will be assigned for each incident. The PIO may have assistants as necessary. The assistants may represent assisting agencies, companies, or jurisdictions. The PIO and assistants will establish a Joint Information Center to assist with developing information releases.

Overall PIO Responsibilities:

- Determine from the IC if there are any limits on information release.
- Develop material for use in media briefings.
- Obtain IC approval of media releases.
- Inform media and conduct media briefings.
- Arrange for tours and other interviews or briefings that may be required.
- Obtain media information that may be useful to incident planning.
- Maintain current information summaries and/or displays on the incident and provide information on the status of the incident to assigned personnel.

Additional KM Required PIO Responsibilities:

- Receive briefing of incident
- Anticipate need for and establish a Media Area
- Coordinate with the KMEP Corporate Communications Office for development and release of appropriate media information
- Maintain a log of agency PIOs, news media, news releases, etc.

TERRORISM INCIDENT

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PUBLIC INFORMATION OFFICER (Cont'd)

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OPERATIONS

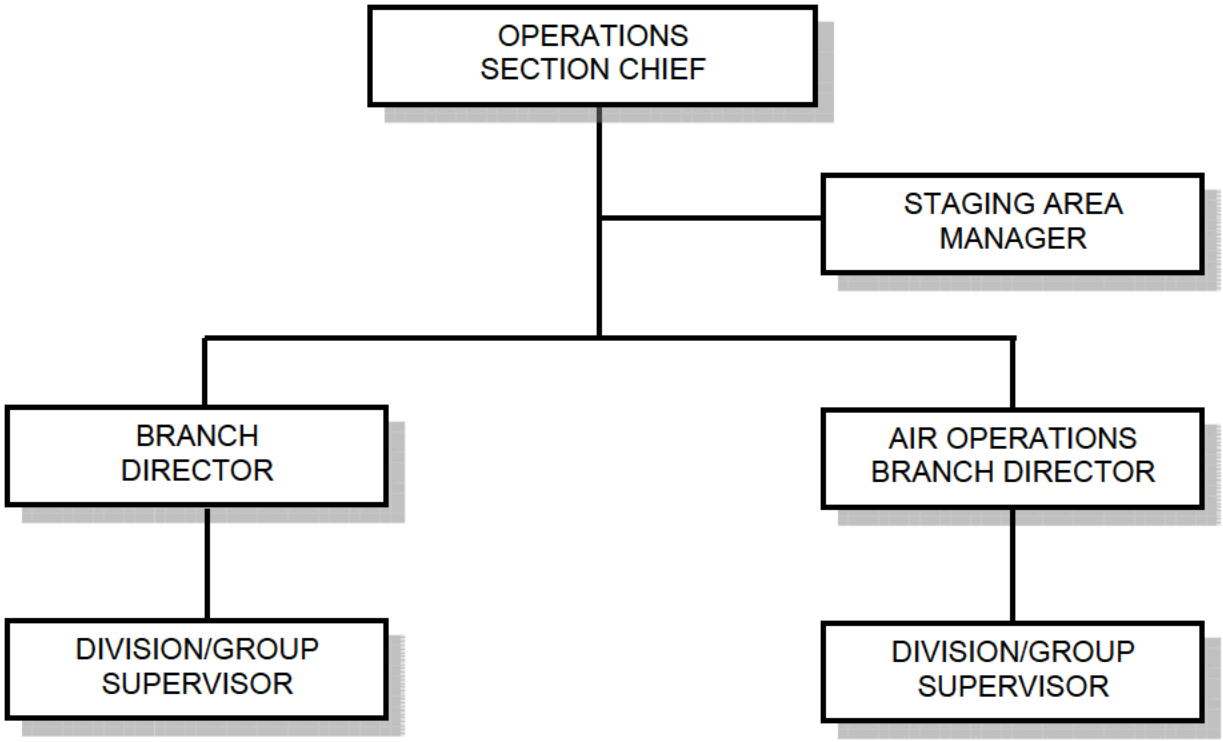
Operations Section Chief 4-21

Air Operations Branch Director 4-21

Staging Area Manager 4-25

Branch Director 4-25

Division/Group Supervisor 4-29



OPERATIONS SECTION CHIEF

The Operations Section Chief (OPS) is responsible for the management of all operations directly applicable to the primary mission (i.e. clean-up, recovery etc.). The OPS activates and supervises tactical response elements in accordance with the Incident Action Plan (IAP) and directs its execution. The OPS also requests or releases resources, makes expedient changes to the IAP, as necessary; and reports these actions to the IC.

Overall OPS Responsibilities

- Develop operations portion of IAP.
  This generally includes the designation of branches, divisions and groups, as well as input on required resources.
- Brief and assign Operations Section personnel in accordance with the IAP.
- Supervise Operations Section.
- Determine need and request additional resources.
- Review suggested list of resources to be released and initiate recommendation for release of resources.
- Assemble and disassemble strike teams assigned to the Operations Section.
- Report information about special activities, events, and occurrences to the IC.
- Respond to resource requests in support of NRDAR activities.

Additional KM Required OPS Responsibilities

- Directs KM personnel and emergency response contractors performing operations activities
- Review and ensure communication of the Site Specific H&S Plan to KM personnel and emergency response contractors performing operations activities
- Supervise the decontamination system
  - Ensure decontamination system is set-up and functional prior to Hot Zone entry
  - Request input from the Safety Officer, as necessary

AIR OPERATIONS BRANCH DIRECTOR

The Air Operations Branch Director (AIROPS), who is ground-based, is primarily responsible for preparing the air operations portion of the IAP. The plan will reflect agency restrictions that have an impact on the operational capability or utilization of resources (e.g., night flying, hours per pilot). After the plan is approved, the AIROPS is responsible for implementing its strategic aspects, which are those that relate to the overall incident strategy as opposed to those that pertain to tactical operations (specific target selection). Additionally, the AIROPS is responsible for providing logistical support to helicopters operating on the incident. The Air Tactical Group Supervisor, working in conjunction with ground and air resources, normally performs specific tactical activities, such as target selection and suggested modifications to specific tactical actions in the IAP.

Overall AIROPS Responsibilities:

- Organize preliminary air operations.
- Request declaration (or cancellation) of restricted air space
- Participate in preparation of the IAP through the OPS. Insure that the air operations portion of the IAP takes into consideration the Air Traffic Control requirements of assigned aircraft.
- Perform operational planning for air operations.

AIR OPERATIONS BRANCH DIRECTOR (Cont'd)

Overall AIROPS Responsibilities (Cont'd):

- Prepare and provide Air Operations Summary Worksheet (ICS Form 220) to the Air Support Group and Fixed-Wing Bases.
- Determine coordination procedures for use by air organization with ground Branches, Divisions, or Groups.
- Coordinate with appropriate Operations Section personnel.
- Supervise all air operations activities associated with the incident.
- Evaluate helibase locations.
- Establish procedures for emergency reassignment of aircraft.
- Schedule approved flights of non-incident aircraft in the restricted air space area.
- Coordinate with the Operations Coordination Center (OCC) through normal channels on incident air operations activities.
- Inform the Air Tactical Group Supervisor of the air traffic situation external to the incident.
- Consider requests for non-tactical use of incident aircraft.
- Resolve conflicts concerning non-incident aircraft.
- Coordinate with FAA.
- Update air operations plans.
- Report to the OPS on air operations activities.
- Report special incidents/accidents.
- Arrange for an accident investigation team when warranted.

Air Tactical Group Supervisor - The Air Tactical Group Supervisor is primarily responsible for the coordination of aircraft operations when fixed and/or rotary-wing aircraft are operating on an incident. These coordination activities are performed by the Air Tactical Group Supervisor while airborne. The Air Tactical Group Supervisor reports to the AIROPS.

Overall Air Tactical Group Supervisor Responsibilities:

- Determine what aircraft (air tankers and helicopters) are operating within the area of assignment.
- Manage air tactical activities based upon the IAP.
- Establish and maintain communications and Air Traffic Control, with pilots, Air Operations, Helicopter Coordinator, Air Tanker/Fixed Wing Coordinator, Air Support Group (usually Helibase Manager), and fixed-wing Support Bases.
- Coordinate approved flights of non-incident aircraft or non-tactical flights in restricted air space area.
- Obtain information about air traffic external to the incident.
- Receive reports of non-incident aircraft violating restricted air space area (OPS, Branch Director, or Division/Group Supervisor).
- Make tactical recommendations to approved ground contact.
- Inform AIROPS of tactical recommendations affecting the air operations portion of the IAP.
- Report on air operations activities to the AIROPS. Advise air operations immediately if aircraft mission assignments are causing conflicts in the Air Traffic Control System.
- Report on incidents/accidents.

AIR OPERATIONS BRANCH DIRECTOR (Cont'd)

Air Support Group Supervisor - The Air Support Group Supervisor is primarily responsible for supporting and managing helibase and helispot operations and maintaining liaison with fixed-wing air bases. This includes providing: 1) fuel and other supplies; 2) maintenance and repair of helicopters; 3) retardant mixing and loading; 4) keeping records of helicopter activity, and 5) providing enforcement of safety regulations. These major functions are performed at helibases and helispots. Helicopters during landing and take-off and while on the ground are under the control of the Air Support Groups Helibase or Helispot Managers. The Air Support Group Supervisor reports to the AIROPS.

Overall Air Support Group Supervisor Responsibilities:

- Obtain a copy of the IAP from the AIROPS including Air Operations Summary Worksheet (ICS Form 220).
- Participate in AIROPS planning activities.
- Inform AIROPS of group activities.
- Identify resources/supplies dispatched for the Air Support Group.
- Request special air support items from appropriate sources through Logistics Section.
- Identify helibase and helispot locations (from IAP) or from AIROPS.
- Determine need for assignment of personnel and equipment at each helibase and helispot.
- Coordinate special requests for air logistics.
- Maintain coordination with airbases supporting the incident.
- Coordinate activities with AIROPS.
- Obtain assigned ground-to-air frequency for helibase operations from the Communications Unit Leader (CUL) or Incident Radio Communications Plan (ICS Form 205).
- Inform AIROPS of capability to provide night flying service.
- Ensure compliance with each agency's operations checklist for day and night operations.
- Ensure dust abatement procedures are implemented at helibases and helispots.
- Provide crash-rescue service for helibases and helispots.
- Ensure that Air Traffic Control procedures are established between helibases and helispots and the Air Tactical Group Supervisor, the Helicopter Coordinator or the Air Tanker/Fixed-Wing Coordinator.

OIL SPILL

Air Tactical Group Supervisor - The coordination and scheduling of aircraft operations intended to locate, observe, track, surveil, support dispersant applications, or to be used for other deliverable response application techniques, or report on the incident situation when fixed and/or rotary-wing aircraft are airborne at an incident. These coordination activities are normally performed by the Air Tactical Group Supervisor while airborne.

Overall Air Tactical Group Supervisor Responsibilities:

- Obtain a briefing from the Air Operations Branch Director or the OPS.
- Coordinate dispersant, in-situ burning, and bioremediation application through the Air Operations Branch Director.

AIR OPERATIONS BRANCH DIRECTOR (Cont'd)

OIL SPILL (Cont'd)

- Coordinate air surveillance mission scheduling and observer assignments with the SUL.
- Identify remote sensing technology that may enhance surveillance capabilities.
- Coordinate air surveillance observations and provide reports by the most direct methods available.
- Report on air surveillance and operations activities to the Air Operations Branch Director.
- Coordinate application-monitoring requirements with the Helicopter and Fixed-Wing Coordinators and the Situation Unit.
- Report on air application activities to the Air Operation Branch Director.

STAGING AREA MANAGER

The Staging Area Manager works for the Operations Section Chief and is responsible for managing all activities within a Staging Area or areas. Since there may be more than one Staging Area for an incident, all personnel and equipment should check-in at one of these Staging Areas (sometimes referred to as a "base camp").

Overall Staging Area Manager Responsibilities:

- Proceed to Staging Area.
- Establish Staging Area layout.
- Consider assigning Assistant Staging Managers at each area.
- Determine any support needs for equipment, feeding, sanitation and security.
- Establish check-in function as appropriate.
- Post areas for identification and traffic control.
- Request maintenance service for equipment at Staging Area as appropriate.
- Respond to request for resource assignments.
  (Utilize ICS Forms 211, 211p, 211e)
- Obtain and issue receipts for radio equipment and other supplies distributed and received at Staging Area.
- Track resources distributed from the Staging Area(s) and resources received at the Staging Area(s).
- Determine required resource levels from the OPS.
- Advise the OPS when reserve levels reach minimums.
- Maintain and provide status to Resource Unit of all resources in Staging Area.
- Demobilize Staging Area in accordance with the Incident Demobilization Plan.

Additional KM Required Staging Area Manager Responsibilities:

- Determine whether multiple Staging Areas will be required
- Consider assigning Assistant Staging Managers at each area
- Ensure Staging Area(s) are maintained in orderly condition.
- Work with KM Safety Officer to conduct H&S Plan briefings with arriving response personnel.

BRANCH DIRECTOR

The Branch Directors when activated, are under the direction of the OPS, and are responsible for the implementation of the portion of the IAP appropriate to the Branches.

Overall Branch Director Responsibilities:

- Develop with subordinates alternatives for Branch control operations.
- Attend planning meetings at the request of the OPS.
- Review Division/Group Assignment Lists (ICS Form 204) for Divisions/Groups within the Branch. Modify lists based on effectiveness of current operations.
- Assign specific work tasks to Division/Group Supervisors.
- Supervise Branch operations.
- Resolve logistic problems reported by subordinates.

BRANCH DIRECTOR (Cont'd)

Overall Branch Director Responsibilities (Cont'd):

- Report to OPS when: the IAP is to be modified; additional resources are needed; surplus resources are available; or hazardous situations or significant events occur.
- Approve accident and medial reports originating within the Branch.

OIL SPILL

Recovery and Protection Branch Director - The Recovery and Protection Branch Director is responsible for overseeing and implementing the protection, containment and cleanup activities established in the IAP.

Emergency Response Branch Director - The Emergency Response Branch Director is primarily responsible for overseeing and implementing emergency measures to protect life, mitigate further damage to the environment, and stabilize the situation.

Wildlife Branch Director - The Wildlife Branch Director is responsible for minimizing wildlife injuries during spill responses; coordinating early aerial and ground reconnaissance of the wildlife at the spill site and reporting results to the SUL; advising on wildlife protection strategies, including diversionary booming placements, in-situ burning, and chemical countermeasures; removing of oiled carcasses, employing wildlife hazing measures as authorized in the IAP; and recovering and rehabilitating impacted wildlife. A central Wildlife Processing Center should be identified and maintained for, evidence tagging, transportation, veterinary services, treatment and rehabilitation storage, and other support needs. The activities of private wildlife care groups, including those employed by the RP, will be overseen and coordinated by the Wildlife Branch Director.

Overall Wildlife Branch Director Responsibilities:

- Review Branch Director Responsibilities.
- Develop the Wildlife Branch portion of the IAP.
- Supervise Wildlife Branch operations.
- Determine resource needs.
- Review the suggested list of resources to be released and initiate recommendation for release of resources.
- Assemble and disassemble teams/task forces assigned to the Wildlife Branch.
- Report information about special activities, events, and occurrences to the OPS.
- Assist the Volunteer Coordinator in determining training needs of wildlife recovery volunteers.

TERRORISM INCIDENT

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MULTI-CASUALTY

Multi-Casualty Branch Director - The Multi-Casualty Branch Director is responsible for the implementation of the IAP within the Branch. This includes the direction and execution of branch planning for the assignment of resources within the Branch.

Overall Multi-Casualty Branch Director Responsibilities:

- Review Group/Division Assignments for effectiveness of current operations and modify as needed.
- Provide input to OPS for the IAP.
- Supervise Branch Activities.

Family Assistance Branch – The Family assistance Branch provides services to the victims' family members; coordinates activities, lodging, food, spiritual and emotional needs, and transportation to special events (press conferences, memorial services to the scene of the incident when authorized, etc.), and any special needs that arise during the incident that may assist the victims' family members.

NOTE: The National Transportation Safety Board (NTSB) provides this assistance for aircraft disasters.

BRANCH DIRECTOR (Cont'd)

Overall Family Assistance Branch Responsibilities:

- Coordinate with local and state authorities, to include the medical examiner, local law enforcement, emergency management, hospitals, and other emergency support personnel.
- Conduct daily coordination meetings with the local and Federal government representatives to review daily activities, resolve problem areas, and synchronize future family support operations and activities.
- Coordinate and provide briefings to families at the site and those who decide not to be at the site.

Overall Family Assistance Branch Responsibilities:

- Ensure adequate number of Family Assistance Team members present at all times to allow for rest, exercise and proper rotation.
- Establish and maintain working relationship with the CERT and CISM teams to cross-reference needs of the victims' families.
- Attend all staff briefings and planning meetings as required.
- Request necessary equipment and supplies through LSC.
- Ensure adequate lodging and/or sleeping arrangements.
- Ensure that security needs for the victims' family members are addressed.
- Ensure that all communications are centrally coordinated.
- Ensure that all transportation scheduling is centrally coordinated.
- The following agencies provide similar assistance during emergencies and may be of assistance:
  - American Red Cross (ARC)
  - Department of Health and Human Services
  - (DHHS)
  - Federal Emergency Management Agency
  - (FEMA)
  - NTSB
- Maintain Unit/Activity Log (ICS Form 214).

DIVISION/GROUP SUPERVISOR

The Division/Group Supervisor reports to the OPS (or Branch Director when activated). The Supervisor is responsible for the implementation of the assigned portion of the IAP, assignment of resources within the Division/Group, and reporting on the progress of control operations and status of resources within the Division/Group.

Overall Division/Group Supervisor Responsibilities:

- Implement IAP for Division/Group.
- Provide the IAP to Strike Team Leaders, when available.
- Identify increments assigned to the Division/Group.
- Review Division/Group assignments and incident activities with subordinates and assign tasks.
- Ensure that the IC and/or Resources Unit is advised of all changes in the status of resources assigned to the Division/Group.
- Coordinate activities with adjacent Division/Group.
- Determine need for assistance on assigned tasks.
- Submit situation and resources status information to the Branch Director or the OPS.
- Report hazardous situations, special occurrences, or significant events (e.g., accidents, sickness, discovery of unanticipated sensitive resources) to the immediate supervisor.
- Ensure that assigned personnel and equipment get to and from assignments in a timely and orderly manner.
- Resolve logistics problems within the Division/Group.
- Participate in the development of Branch plans for the next operational period.

OIL SPILL

Protection Group Supervisor - Group Supervisor is responsible for the deployment of containment, diversion, and adsorbent/absorbent materials in designated locations. Depending on the size of the incident, the Protection Group may be further divided into Teams, Task Forces and Single Resources.

Overall Protection Group Supervisor Responsibilities:

- Implement Protection Strategies in the IAP
- Direct, coordinate, and assess the effectiveness of protective actions.
- Modify protective actions, as needed.

On-water Recovery Group Supervisor - The On Water Recovery Group Supervisor is responsible for managing on water recovery operations in compliance with the IAP. The Group may be further divided into Teams, Task Forces and Single Resources.

Overall On-water Recovery Group Supervisor Responsibilities:

- Implement Recovery Strategies in the IAP.
- Direct, coordinate, and assess the effectiveness of on water recovery actions.
- Modify recovery actions as needed.

DIVISION/GROUP SUPERVISOR (Cont'd)

OIL SPILL (Cont'd)

Dispersant Operations Group Supervisor - The Dispersants Operations Group Supervisor is responsible for coordinating all aspects of a dispersant operation. For aerial applications, the Group works closely with the Air Tactical Group Supervisor.

Overall Dispersant Operations Group Supervisor Responsibilities:

- Determine resource needs.
- Assist the Planning Section in the development of dispersant operations and monitoring plans.
- Implement approved dispersant operations and monitoring plans.
- Manage dedicated dispersant resources and coordinate required monitoring.
- Coordinate required monitoring.

In-situ Burn Operations Group Supervisor - The In-Situ Burn Operations Group Supervisor is responsible for coordinating all aspects of an in-situ burn operation. For aerial ignition, the Group works closely with the Air Tactical Group Supervisor.

Overall In-situ Burn Operations Group Supervisors Responsibilities:

- Determine resource needs.
- Assist the Planning Section in the development of in-situ burn operations and monitoring plans.
- Implement approved in-situ burn operations and monitoring plans.

- Manage dedicated in-situ burning resources.
- Coordinate required monitoring.

Shoreside Recovery Group Supervisor - The Shoreside Recovery Group Supervisor is responsible for managing shoreside cleanup operations in compliance with the IAP. The Group may be further divided into Strike Teams, Task Forces, and Single Resources.

Overall Shoreside Recovery Group Supervisor Responsibilities:

- Implement Recovery Strategies in the IAP.
- Direct, coordinate, and assess effectiveness of shoreside recovery actions.
- Modify protective actions, as needed.

DIVISION/GROUP SUPERVISOR (Cont'd)

OIL SPILL (Cont'd)

Disposal Group Supervisor - The Disposal Group Supervisor is responsible for coordinating the on-site activities of personnel engaged in collecting, storing, transporting, and disposing of waste materials. Depending on the size and location of the spill, the Disposal Group may be further divided into Teams, Task Forces, and Single Resources.

Overall Disposal Group Supervisor Responsibilities:

- Implement the Disposal Portion of the IAP.
- Ensure compliance with all hazardous waste laws and regulations.
- Maintain accurate records of recovered material.

Decontamination Group Supervisor – The Decontamination Group Supervisor is responsible for decontamination of personnel and response equipment in compliance with approved statutes.

Overall Decontamination Group Supervisor Responsibilities:

- Implement Decontamination Plan.
- Determine resource needs.
- Direct and coordinate decontamination activities.
- Brief Site SO on conditions.

Salvage/Source Control Group Supervisor - Under the direction of the Emergency Response Branch Director, the Salvage/Source Control Group Supervisor is responsible for coordinating and directing all salvage/source control activities related to the incident.

Overall Salvage/Source Control Group Supervisor Responsibilities:

- Coordinate the development of Salvage/Source Control Plan.
- Determine Salvage/Source Control resource needs.
- Direct and coordinate implementation of the Salvage/Source Control Plan.
- Manage dedicated salvage/Source Control resources.

Wildlife Recovery Group Supervisor – The Wildlife Recovery Group Supervisor is responsible for coordinating the search for collection and field tagging of dead and live impacted wildlife and transporting them to the processing center(s). This group should coordinate with the Planning Situation Unit in conducting aerial and group surveys of wildlife population in the vicinity of the spill. They should also deploy acoustic and visual wildlife hazing equipment, as needed.

Overall Wildlife Recovery Group Supervisor Responsibilities:

- Determine resource needs.
- Establish and implement protocols for collection and logging of impacted wildlife.
- Coordinate transportation of wildlife to processing stations(s).

DIVISION/GROUP SUPERVISOR (Cont'd)

HAZARDOUS SUBSTANCE RELEASE

Decontamination Group Supervisor – The Decontamination Group Supervisor is responsible for the operations of the decontamination element and for providing decontamination, as required by the ICP.

Overall Decontamination Group Supervisor Responsibilities:

- Establish the Contamination Reduction Corridor(s).
- Identify contaminated people and equipment.
- Supervise the operations of the decontamination element in the process of decontaminating people and equipment.
- Maintain control of movement of people and equipment within the Contamination Reduction Zone.
- Maintain communications and coordinate operations with the Entry Leader.
- Maintain communications and coordinate operations with the Site Access Control Leader and the Safe Refuge Area Manager (if activated).
- Coordinate the transfer of contaminated patients requiring medical attention (after decontamination) to the Medical Group.
- Coordinate handling, storage, and transfer of contaminants within the Contamination Reduction Zone.

DIVISION/GROUP SUPERVISOR (Cont'd)

HAZARDOUS SUBSTANCE RELEASE (Cont'd)

Sampling Group Supervisor - The Sampling Group is assigned to the Operations Section because of the immediate communication and coordination they must have with the other field groups. The Field Sampling Group will normally include an Air Monitoring Team, Water Sampling Team, and a Soil Sampling Team. They will normally be responsible for perimeter monitoring and sampling, and will either coordinate sampling within the hot zone and warm zones with the Entry Group, or if properly trained and outfitted with PPE, they may take samples within the hot/warm zones themselves.

Overall Sampling Group Supervisor Responsibilities:

- Conducting all sampling required for immediate operation activity and communicating sampling data, such as results of routine air monitoring to on-site operational and safety personnel.
- Conducting air, water, and soil sampling as directed by the regulatory agencies and other interested parties through the Sampling Protocol Team.
- Ensuring that all samples are obtained following appropriate sample protocol and other special instructions they may obtain.
- Ensuring that all samples taken are properly documented and following the chain of custody procedures.
- Ensuring that the samples are properly transferred to the Sample Documentation and Tracking Teams for proper documentation, analysis, and final dissemination.

Technical Specialist Group Supervisor - There are a number of specialist positions that will be required for hazardous substance response operations. Because of their field locations and requirement for close coordination with the Operations Section Field Personnel, they are assigned to the Technical Group. The Technical Specialist Group Supervisor is responsible for coordinating the activities of these various specialists and ensuring that their services and information are made available to the appropriate field and command post activities.

Overall Technical Specialist Group Supervisor Responsibilities:

- Will oversee the activities of the following identified specialists.
  - Hazardous Substance/Materials Reference
  - Toxicologist
  - Industrial Hygienist
  - Chemical Engineer
  - Product Specialist
  - Marine Chemist

DIVISION/GROUP SUPERVISOR (Cont'd)

TERRORISM INCIDENT

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DIVISION/GROUP SUPERVISOR (Cont'd)

TERRORISM INCIDENT (Cont'd)

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MULTI-CASUALTY

Medical Group/Division Supervisor – The Medical Group/Division Supervisor supervises the Triage Team Leader, Treatment Team Leader and Medical Supply Coordinator. The Medical Group/Division Supervisor establishes command and controls the activities within a Medical Group/Division, in order to assure the best possible emergency medical care to patients during a multi-casualty incident.

Overall Medical Group/Division Supervisor Responsibilities:

- Participate in Multi-Casualty Branch/Operations Section Planning Activities.
- Establish Medical Group/Division with assigned personnel. Request additional personnel and resources sufficient to handle the magnitude of the incident.
- Designate Treatment Team Leaders and treatment area locations as appropriate.
- Isolate Morgue and Minor Treatment Area from Immediate and Delayed Treatment Areas.
- Request law enforcement/coroner involvement as needed.
- Determine amount and types of additional medical resources and supplies needed to handle the magnitude of the incident (medical caches, backboards, litters, cots).
- Establish communications and coordination with the Patient Transportation Group Supervisor.
- Ensure activation of hospital alert system, local EMS/health agencies.
- Direct and/or supervise on-scene personnel from agencies such as Coroner's Office, Red Cross, law enforcement, ambulance companies, county health agencies, and hospital volunteers.
- Ensure proper security, traffic control, and access for the Medical Group/Division area.
- Direct medically trained personnel to the appropriate team leader.

DIVISION/GROUP SUPERVISOR (Cont'd)

MULTI-CASUALTY (Cont'd)

Patient Transportation Group Supervisor - The Patient Transportation Group Supervisor supervises the Medical Communications Coordinator and the Air and Ground Ambulance Coordinators. The Patient Transportation Group Supervisor is responsible for the coordination of patient transportation and maintenance of records relating to patient identification, injuries, mode of off-incident transportation and destination.

Overall Patient Transportation Group Supervisor Responsibilities:

- Establish communications with hospital(s).
- Designate ambulance staging area(s).
- Direct the transportation of patients as determined by Treatment Team Leaders.
- Assure that patient information and destination is recorded.
- Establish communications with Ambulance Coordinator(s).
- Request additional ambulances, as required.
- Notify Ambulance Coordinator(s) of ambulance requests.
- Coordinate requests for air ambulance transportation through the Air Operations Director.
- Establish Air Ambulance Helispot with the Multi- Casualty Branch Director and Air Operation Director.

PLANNING

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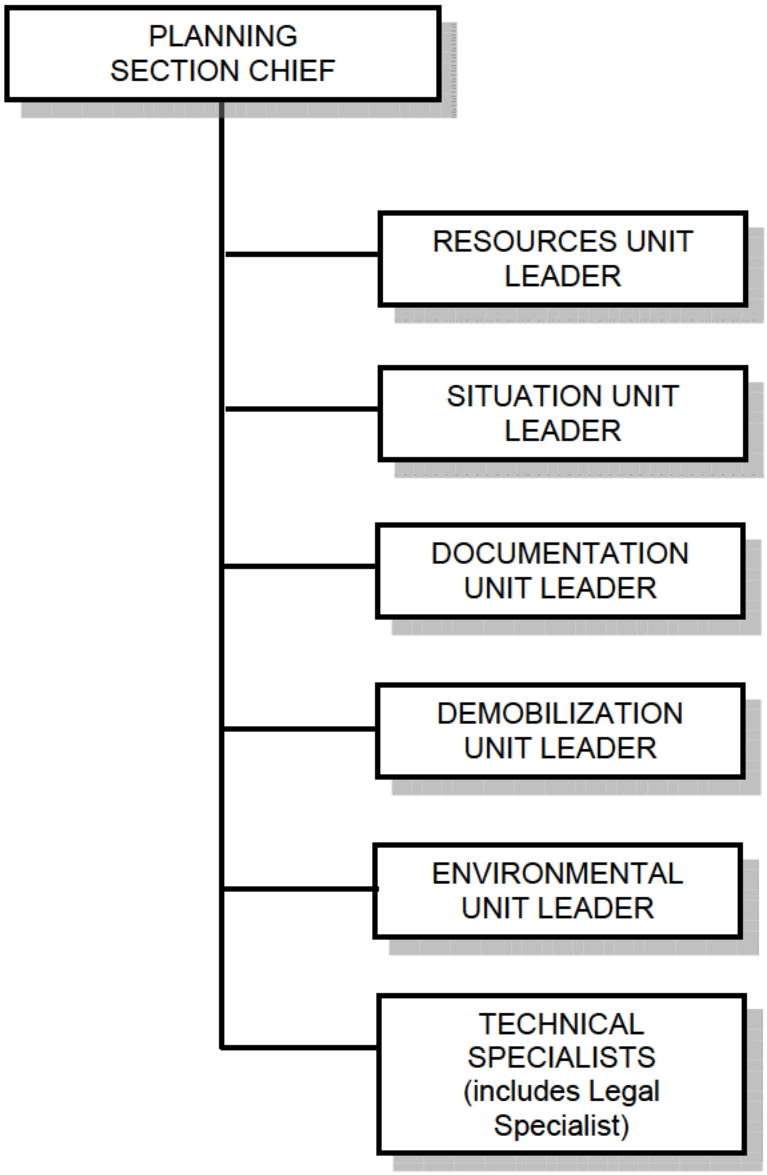

PLANNING SECTION CHIEF

The Planning Section Chief (PSC) is responsible for the collection, evaluation, dissemination and use of information; particularly with regard to the development of the incident and the status resources. This information is needed to: 1) understand the current situation, 2) predict the probable course of incident events; and 3) prepare alternative strategies for the incident.

Overall PSC Responsibilities:

- Collect and process situation information about the incident.
- Supervise preparation of the IAP.
- Provide input to the IC and the OPS in preparing the IAP.
- Chair planning meetings and participate in other meetings as required.
- Reassign out-of-service personnel already on-site to ICS organizational positions as appropriate.
- Establish information requirements and reporting schedules for Planning Section Units (e.g., Resources, Situation Units).
- Determine the need for any specialized resources in support of the incident.
- If requested, assemble and disassemble Strike Teams and Task Forces not assigned to Operations.
- Establish special information collection activities as necessary (e.g., weather, environmental, toxics, etc.).
- Assemble information on alternative strategies.
- Provide periodic predictions on incident potential.
- Report any significant changes in incident status.
- Compile and display incident status information.
- Oversee preparation and implementation of the Incident Demobilization Plan.
- Incorporate plans (e.g., Traffic, Medical, Communications, Site Safety) into the IAP.

RESOURCES UNIT LEADER

The Resource Unit Leader (RUL) works within the Planning Section and is responsible for maintaining the status of all assigned resources (primary and support) at an incident. This is achieved by overseeing the check in/out of all resources, maintaining a status-keeping system indicating current location and status of all resources, and maintenance of a master list of all resources (e.g. key supervisory personnel, primary and support resources, etc.).

Overall RUL Responsibilities:

- Establish the check-in function at incident locations.
  The Staging Area Manager may already be tracking this on ICS Form 211-p and 211-e. However, the RUL should verify that tracking is being conducted and is accurate. Additionally, the RUL should determine how to gather this resource information from Staging Areas.
- Prepare Organization Assignment List (ICS Form 203) and Organization Chart (ICS Form 207).
- Prepare appropriate parts of Division Assignment Lists (ICS Form 204).
- Prepare and maintain the ICP display (to include organization chart and resource allocation and deployment).

RESOURCES UNIT LEADER (Cont'd)

Overall RUL Responsibilities (Cont'd):

- Maintain and post the current status and location of all resources.
  The RUL is responsible for developing a system to best track the resource status. Ensure information is relayed to the Situation Unit Leader in order to update incident status information on the display board (ICS Form 209)
- Maintain master roster of all resources checked in at the incident.
- Assign an additional person to fill the "Check-in/status Recorder" position to assist with the accounting of all resources assigned to the incident.
  If a Check-in/status Recorder is not assigned, the RUL is responsible for all functions.

SITUATION UNIT LEADER

The Situation Unit Leader (SUL) works within the Planning Section and is responsible for collecting, processing and organizing all incident information. The SUL may prepare future projections of incident growth and maps.

Overall SUL Responsibilities:

- Begin collection and analysis of incident data as soon as possible.
- Prepare, post, or disseminate resource and situation status information as required, including special requests.
  Establish location for situation status boards and displays. This is where maps, charts, and other incident information will be posted for responders to view.
- Prepare periodic predictions or as requested by the PSC.
- Prepare the Incident Status Summary Form (ICS Form 209).
  Acquire the information from various Command and General ICS Staff.
- Provide photographic services and maps if required.

The SUL may have a Display Processor and Field Observer reporting to him/her. However, if not assigned, the SUL will be responsible for their functions

Display Processor - The Display Processor is responsible for the display of incident status information obtained from Field Observers, resource status reports, aerial and other photographs, and infrared data.

Overall Display Processor Responsibilities:

- Determine:
  - Location of work assignment
  - Numbers, types and locations of displays required
  - Priorities
  - Map requirements for the IAP
  - Time limits for completion
  - Field Observer assignments and communications means
- Obtain necessary equipment and supplies.
- Obtain a copy of the IAP for each operational period.
- Assist SUL in analyzing and evaluating field reports.
- Develop required displays in accordance with time limits for completion.

SITUATION UNIT LEADER (Cont'd)

Field Observer - The Display Processor is responsible for the display of incident status information obtained from Field Observers, resource status reports, aerial and other photographs, and infrared data.

Overall Field Observer Responsibilities:

- Determine:
  - Location of assignment
  - Type of information required
  - Priorities
  - Time limits for completion
  - Method of communication.
  - Method of transportation.
- Obtain a copy of the IAP for the Operational Period.
- Obtain necessary equipment and supplies.
- Perform Field Observer responsibilities to include but not limited to the following:
  - Perimeters of incident
  - Locations of hot spots
  - Unburned islands
  - Rates of spread
  - Weather conditions
  - Hazards including escape routes and safe areas
  - Progress of operations resources
- Be prepared to identify all facility locations (e.g., Helispots, Division and Branch boundaries).
- Report information to the SUL by established procedure.
- Report immediately any condition observed that may cause danger and a safety hazard to personnel.
- Gather intelligence that will lead to accurate predictions.

DOCUMENTATION UNIT LEADER

The Documentation Unit Leader (DUL) works within the Planning Section and is responsible for the maintenance of accurate, up-to-date incident files. The DUL should ensure that each section is maintaining and providing appropriate documents. The DUL will provide duplication and copying services for all other sections. The DUL will store incident files for legal, analytical and historical purposes.

Overall DUL Responsibilities

- Set up work area; begin organization of incident files.
- Establish duplication service; respond to requests.
- File all official forms and reports.
- Review records for accuracy and completeness; inform appropriate units of errors or omissions.
  Ensure ICS forms and documentation are dated and signed, as necessary.
- Provide incident documentation as requested.
- Store files for post-incident use.

DEMOBILIZATION UNIT LEADER

The Demobilization Unit Leader works with the Planning Section and is responsible for developing the Incident Demobilization Plan. This position will be activated in order to ensure that resources are effectively demobilized when they are no longer required.

Overall Demobilization Unit Leader Responsibilities:

- Participate in planning meetings as required.
- Review incident resource records to determine the likely size and extent of demobilization effort.
- Based on the above analysis, add additional personnel, workspace, and supplies as needed.
- Coordinate demobilization with Agency Representatives.
- Monitor the on-going Operations Section resource needs.
- Identify surplus resources and probable release time.
- Develop incident check-out function for all units.
- Evaluate logistics and transportation capabilities to support demobilization.
  Ensure that there is sufficient transportation to effectively demobilize resources.
- Establish communications with off-incident facilities, as necessary.
  Off-incident facilities can include locations where resources will be returned to and off-site locations that are assisting the response (i.e. laboratories, oiled wildlife care facilities, etc.). These facilities will eventually be demobilized as well.
- Develop an Incident Demobilization Plan detailing specific responsibilities and release priorities and procedures.
- Prepare appropriate directories (e.g., maps, instructions, etc.) for inclusion in the demobilization plan.
- Distribute demobilization plan (on and off-site).
- Provide status reports to appropriate requestors.
- Ensure that all Sections/Units understand their specific demobilization responsibilities.
- Supervise execution of the Incident Demobilization Plan.
- Brief the PSC on demobilization progress.

ENVIRONMENTAL UNIT LEADER

The Environmental Unit Leader (EUL) works with the Planning Section and is responsible for environmental matters associated with the response, including strategic assessment, modeling, surveillance, and environmental monitoring and permitting . The EUL prepares environmental data for the situation unit.

Overall Environmental Unit Leader Responsibilities:

- Obtain a briefing and special instructions from the PSC.
- Participate in Planning Section meetings.
- Identify sensitive areas and recommend response priorities.
  Utilize ICS Form 232.
- Following consultation with natural resource trustees, provide input on wildlife protection strategies (e.g., removing oiled carcasses, pre-emptive capture, hazing, and/or capture and treatment).
- Determine the extent, fate and effects of contamination.
- Acquire, distribute and provide analysis of weather forecasts.
- Monitor the environmental consequences of cleanup actions.
- Develop shoreline cleanup and assessment plans. Identify the need for, and prepare any special advisories or orders.
- Identify the need for, and obtain, permits, consultations, and other authorizations including Endangered Species Act (ESA) provisions.
- Following consultation with the FOSC's Historical/Cultural Resources Technical Specialist identify and develop plans for protection of affected historical/cultural resources.
- Evaluate the opportunities to use various response technologies.
- Develop disposal plans.
- Develop a plan for collecting, transporting, and analyzing samples.

TECHNICAL SPECIALISTS

Certain incidents or events may require the use of Technical Specialists who have specialized knowledge and expertise. Technical Specialists may function within the Planning Section, or be assigned wherever their services are required.

An example of a Technical Specialist is:

LEGAL SPECIALIST:

The Legal Specialist will act in an advisory capacity within the Planning Section.

Overall Legal Specialist Responsibilities:

- Participate in planning meetings, if requested.
- Advise on legal issues relating to in-situ burning, use of dispersants, and other alternative response technologies.
- Advise on legal issues relating to differences between Natural Resource Damage Assessment Restoration (NRDAR) and response activities.
- Advise on legal issues relating to investigations.
- Advise on legal issues relating to finance and claims.
- Advise on legal issues relating to response.
- Utilize ICS Form 214.

LOGISTICS

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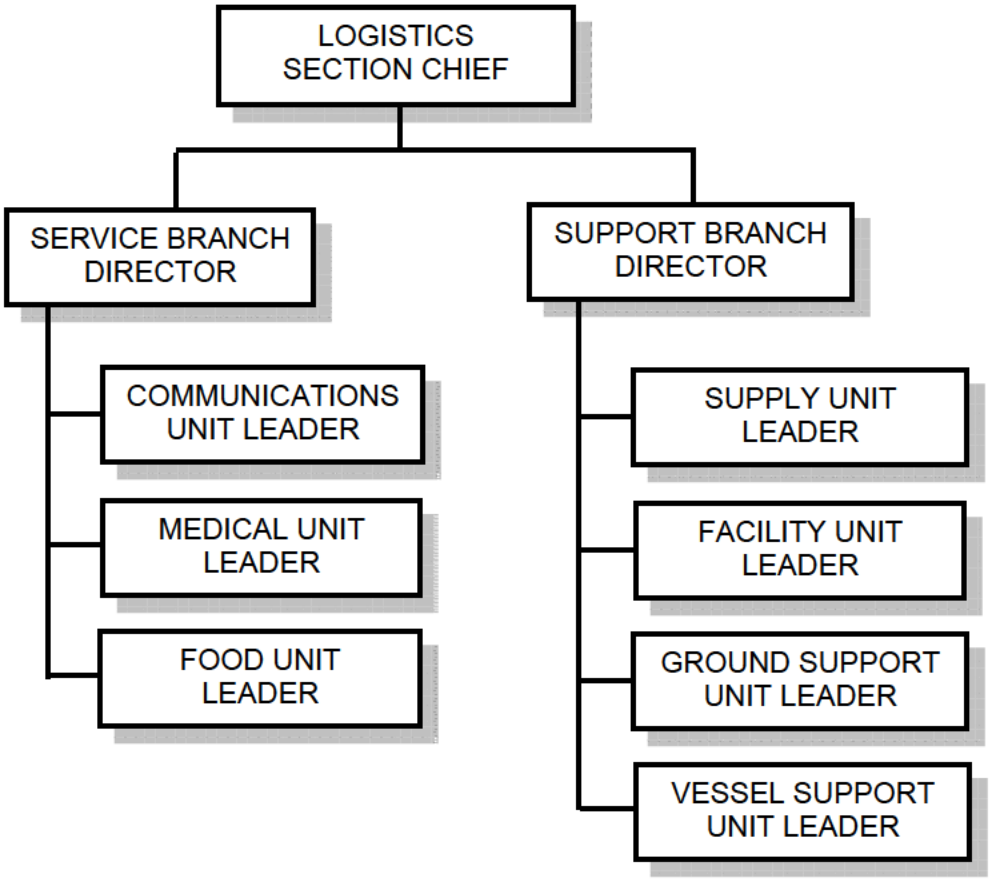


LOGISTICS SECTION CHIEF

The Logistics Section Chief (LSC) is responsible for providing facilities, services, and material in support of the incident. The LSC participates in the development and implementation of the Incident Action Plan (IAP). The LSC activates and supervises the Branches and Units within the Logistics Section.

Resources are divided into Support and Services. Support resources are used in support of the IAP (i.e. boom, vacuum trucks, skimmers etc.). Service resources include food/water, communication and medical resources.

Overall LSC Responsibilities:

- Plan the organization of the Logistics Section.
- Assign work locations and preliminary work tasks to Section personnel.
- Notify the Resources Unit of the Logistics Section units activated including names and locations of assigned personnel.
- Assemble and brief Branch Directors and Unit Leaders.
- Participate in preparation of the IAP.
- Identify service and support requirements for planned and expected operations.
- Provide input to and review the Communications Plan (ICS Form 205), Medical Plan (ICS Form 206) and Traffic Plan.
- Coordinate and process requests for additional resources.
- Review the IAP and estimate Section needs for the next operational period.
- Advise on current service and support capabilities.
- Prepare service and support elements of the IAP.
- Estimate future service and support requirements.
- Receive Incident Demobilization Plan from Planning Section.
- Recommend release of Unit resources in conformity with Incident Demobilization Plan.
- Ensure the general welfare and safety of Logistics Section personnel.

SERVICE BRANCH DIRECTOR

The Service Branch Director, when activated, is under the supervision of the LSC, and is responsible for the management of all service activities at the incident. The Branch Director supervises the operations of the Communications, Medical and Food Units.

Overall Service Branch Director Responsibilities:

- Determine the level of service required to support operations.
- Confirm dispatch of Branch personnel.
- Participate in planning meetings of Logistics Section personnel.
- Review the IAP.
- Organize and prepare assignments for Service Branch personnel.
- Coordinate activities of Branch Units.
- Inform the LSC of Branch activities.
- Resolve Service Branch problems.

SERVICE BRANCH DIRECTOR (Cont'd)

Communications Unit Leader – The Communications Unit Leader is responsible for developing plans for the effective use of incident communications equipment and facilities; installing and testing of communications equipment; supervision of the Incident Communications Center; distribution of communications equipment to incident personnel; and the maintenance and repair of communications equipment.

Overall Communications Unit Leader Responsibilities:

- Prepare and implement the Incident Radio Communications Plan (ICS Form 205).
- Ensure the Incident Communications Center and the Message Center is established.
- Establish appropriate communications distribution/maintenance locations within the Base/Camp(s).
- Ensure communications systems are installed and tested.
- Ensure an equipment accountability system is established.
- Ensure personal portable radio equipment from cache is distributed per Incident Radio Communications Plan.
- Provide technical information as required on:
  - Adequacy of communications systems currently in operation.
  - Geographic limitation on communications systems.
  - Equipment capabilities/limitations.
  - Amount and types of equipment available.
  - Anticipated problems in the use of communications equipment.
- Supervise Communications Unit activities.
- Maintain records on all communications equipment as appropriate.
- Ensure equipment is tested and repaired.
- Recover equipment from Units being demobilized.

Medical Unit Leader - The Medical Unit Leader, under the direction of the Service Branch Director or Logistics Section Chief, is primarily responsible for the development of the Medical Plan, obtaining medical aid and transportation for injured and ill incident personnel, and preparation of reports and records.

Overall Medical Unit Leader Responsibilities:

- Participate in Logistics Section/Service Branch planning activities.
- Prepare the Medical Plan (ICS Form 206).
- Prepare procedures for major medical emergency.
- Declare major emergency as appropriate.
- Respond to requests for medical aid, medical transportation, and medical supplies.
- Prepare and submit necessary documentation.

SERVICE BRANCH DIRECTOR (Cont'd)

Food Unit Leader - The Food Unit Leader is responsible for supplying the food needs for the entire incident, including all remote locations (e.g., Camps, Staging Areas), as well as providing food for personnel unable to leave tactical field assignments.

Overall Food Unit Leader Responsibilities:

- Determine food and water requirements.
- Determine the method of feeding to best fit each facility or situation.
- Obtain necessary equipment and supplies and establish cooking facilities.
- Ensure that well-balanced menus are provided.
- Order sufficient food and potable water from the Supply Unit.
- Maintain an inventory of food and water.
- Maintain food service areas, ensuring that all appropriate health and safety measures are being followed.
- Supervise caterers, cooks, and other Food Unit personnel as appropriate.

TERRORISM INCIDENT

(b) (7)(F), (b) (3)

[redacted]

SUPPORT BRANCH DIRECTOR

The Support Branch Director, when activated, is under the direction of the LSC, and is responsible for the development and implementation of logistics plans in support of the Incident Action Plan. The Support Branch Director supervises the operations of the Supply, Facilities and Ground Support Units.

Overall Support Branch Director Responsibilities:

- Obtain work materials.
- Identify Support Branch personnel dispatched to the incident.
- Determine initial support operations in coordination with the LSC and Service Branch Director.
- Prepare initial organization and assignments for support operations.
- Assemble and brief Support Branch personnel.
- Determine if assigned Branch resources are sufficient.
- Maintain surveillance of assigned units work progress and inform the LSC of their activities.
- Resolve problems associated with requests from the Operations Section.

Supply Unit Leader - The Supply Unit Leader is primarily responsible for ordering personnel, equipment and supplies; receiving and storing all supplies for the incident; maintaining an inventory of supplies; and servicing non-expendable supplies and equipment.

Overall Supply Unit Leader Responsibilities:

- Participate in Logistics Section/Support Branch planning activities.
- Determine the type and amount of supplies en route.
- Review the IAP for information on operations of the Supply Unit.
- Develop and implement safety and security requirements.
- Order, receive, distribute, and store supplies and equipment.
- Receive and respond to requests for personnel, supplies, and equipment.
- Maintain an inventory of supplies and equipment.
- Service reusable equipment.
- Submit reports to the Support Branch Director.

Facilities Unit Leader - The Facilities Unit Leader is primarily responsible for the layout and activation of incident facilities, (e.g., Base, Camp(s), and ICP). The Facilities Unit Leader provides sleeping and sanitation facilities for incident personnel and manages Base and Camp(s) operations. Each facility (Base, Camp) is assigned a manager who reports to the Facilities Unit Leader and is responsible for managing the operation of the facility. The basic functions or activities of the Base and Camp Managers are to provide security service and general maintenance. The Facility Unit Leader reports to the Support Branch Director.

SUPPORT BRANCH DIRECTOR (Cont'd)

Overall Facilities Unit Leader Responsibilities:

- Obtain a briefing from the Support Branch Director or the LSC.
- Receive and review a copy of the IAP.
- Participate in Logistics Section/Support Branch planning activities.
- Determine requirements for each facility, including the ICP.
- Prepare layouts of incident facilities.
- Notify Unit Leaders of facility layout.
- Activate incident facilities.
- Provide Base and Camp Managers and personnel to operate facilities.
- Provide sleeping facilities.
- Provide security services.
- Provide facility maintenance services (e.g., sanitation, lighting, clean up).
- Demobilize Base and Camp facilities.
- Maintain facility records

Ground Support Unit Leader - The Ground Support Unit Leader is primarily responsible for: 1) support out-of-service resources; 2) transportation of personnel, supplies, food, and equipment 3) fueling, service, maintenance, and repair of vehicles and other ground support equipment; and 4) implementing the Traffic Plan for the incident.

Overall Ground Support Unit Leader Responsibilities:

- Participate in Support Branch/Logistics Section planning activities.
- Develop and implement the Traffic Plan.
- Support out-of-service resources.
- Notify the Resources Unit of all status changes on support and transportation vehicles.
- Arrange for and activate fueling, maintenance, and repair of ground resources.
- Maintain Support Vehicle Inventory and transportation vehicles (ICS Form 218).
- Provide transportation services, IAW requests from the LSC or Support Branch Director.
- Collect information on rented equipment.
- Requisition maintenance and repair supplies (e.g., fuel, spare parts).
- Maintain incident roads.
- Submit reports to Support Branch Director as directed.

SUPPORT BRANCH DIRECTOR (Cont'd)

Vessel Support Unit Leader - The Vessel Support Unit Leader is responsible for implementing the Vessel Routing Plan for the incident and coordinating transportation on the water and between shore resources. Since most vessels will be supported by their own infrastructure, the Vessel Support Unit may be requested to arrange fueling, dockage, maintenance, and repair of vessels on a case-by-case basis.

Overall Vessel Support Unit Leader Responsibilities:

- Obtain a briefing from the Support Branch Director or the LSC.
- Participate in Support Branch/Logistics Section planning activities.
- Coordinate development of the Vessel Routing Plan.
- Coordinate vessel transportation assignments with the Protection and Recovery Branch or other sources of vessel transportation.
- Coordinate water-to-land transportation with the Ground Support Unit, as necessary.
- Maintain a prioritized list of transportation requirements that need to be scheduled with the transportation source.
- Support out-of-service vessel resources, as requested.
- Arrange for fueling, dockage, maintenance and repair of vessel resources, as requested.
- Maintain inventory of support and transportation vessels.

FINANCE/ADMINISTRATION

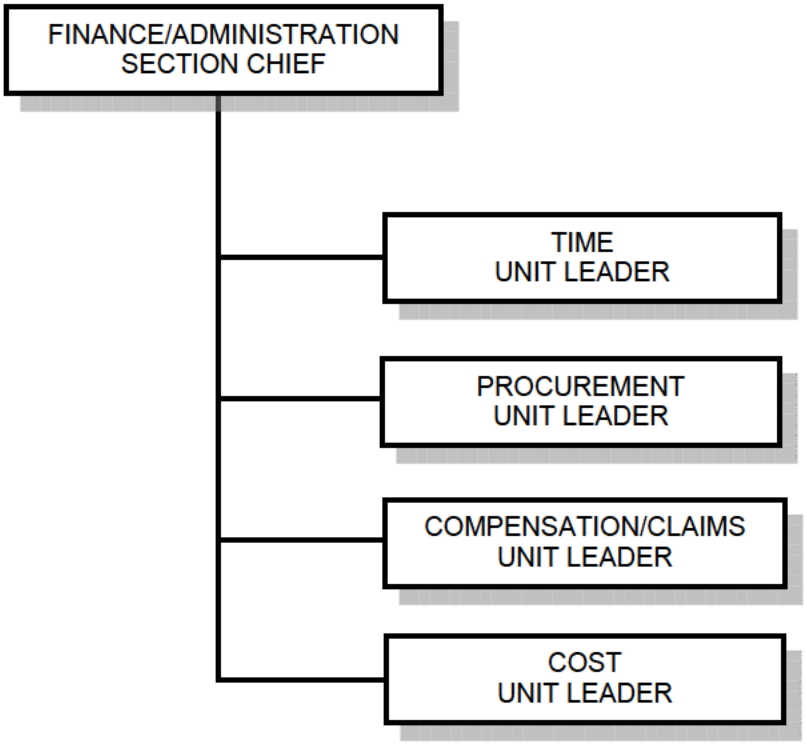
Finance/Administration Section Chief 4-51

Time Unit Leader 4-52

Procurement Unit Leader 4-52

Compensation/Claims Unit Leader 4-53

Cost Unit Leader 4-53



FINANCE/ADMINISTRATION SECTION CHIEF

The Finance/Administration Section Chief (FASC) is responsible for all financial, administrative, and cost analysis aspects of the incident and for supervising members of the Finance/Administration Section. Depending on the incident, the FASC position may or may not be assigned. Agencies within the Unified Command may require and staff the FASC position. In either case, it is always beneficial to establish a system to oversee financial aspects of an incident.

Overall FASC Responsibilities:

- Attend planning meetings as required.
- Manage all financial aspects of an incident.
- Provide financial and cost analysis information as requested.
- Gather pertinent information from briefings with responsible agencies.
- Develop an operating plan for the Finance/Administration Section; fill supply and support needs.
- Determine the need to set up and operate an incident commissary.
- Meet with Assisting and Cooperating Agency Representatives, as needed.
- Maintain daily contact with agency(s) administrative headquarters on Finance/Administration matters.
- Ensure that all personnel time records are accurately completed and transmitted, according to policy.
- Provide financial input to demobilization planning.
- Ensure that all obligation documents initiated at the incident are properly prepared and completed.
- Brief administrative personnel on all incident-related financial issues needing attention or follow-up prior to leaving incident.

Additional KM Required FASC Responsibilities:

- Ensure compensation/claims are being managed for the incident.
  If necessary or required by the agencies, establish a claims telephone number.
- Arrange on-site legal counsel.
- Work with insurance adjusters.
- Track and assess charges related to the related effort.
- Coordinating activities with other Section Chiefs
- Providing cost authorization.
- Supervising daily activities of the Finance Section.
- Analyzing contract bids, management and payroll.

The FASC may have a Time Unit Leader, Procurement Unit Leader, Compensation/Claim Unit Leader, and Cost Unit Leader reporting to him/her. However if not assigned, the FASC will be responsible for their functions.

TIME UNIT LEADER

The Time Unit Leader is responsible for equipment and personnel time recording and for managing the commissary operations.

Overall Time Unit Leader Responsibilities:

- Determine incident requirements for time recording function.
- Determine resource needs.
- Contact appropriate agency personnel/representatives.
- Ensure that daily personnel time recording documents are prepared and in compliance with policy.
- Establish time unit objectives.
- Maintain separate logs for overtime hours.
- Establish commissary operation on larger or long-term incidents as needed.
- Submit cost estimate data forms to the Cost Unit, as required.
- Maintain records security.
- Ensure that all records are current and complete prior to demobilization.
- Release time reports from assisting agency personnel to the respective Agency Representatives prior to demobilization.
- Brief the Finance/Administration Section Chief on current problems and recommendations, outstanding issues, and follow-up requirements.

PROCUREMENT UNIT LEADER

The Procurement Unit Leader is responsible for administering all financial matters pertaining to vendor contracts, leases, and fiscal agreements.

Overall Procurement Unit Leader Responsibilities:

- Review incident needs and any special procedures with Unit Leaders, as needed.
- Coordinate with local jurisdiction on plans and supply sources.
- Obtain the Incident Procurement Plan.
- Prepare and authorize contracts and land-use agreements.
- Draft memoranda of understanding as necessary.
- Establish contracts and agreements with supply vendors.
- Provide for coordination between the Ordering Manager, agency dispatch, and all other procurement organizations supporting the incident.
- Ensure that a system is in place that meets agency property management requirements. Ensure proper accounting for all new property.
- Interpret contracts and agreements; resolve disputes within delegated authority.
- Coordinate with the Compensation/Claims Unit for processing claims.
- Coordinate use of impress funds, as required.
- Complete final processing of contracts and send documents for payment.
- Coordinate cost data in contracts with the Cost Unit Leader.
- Brief the Finance/Administration Section Chief on current problems and recommendations, outstanding issues, and follow-up requirements.

COMPENSATION/CLAIMS UNIT LEADER

The Compensation/Claims Unit Leader is responsible for the overall management and direction of all administrative matters pertaining to compensation for injury and claims related activities (other than injury) for an incident.

Overall Compensation/Claims Unit Leader Responsibilities:

- Obtain a briefing from the Finance/Administration Section Chief.
- Establish contact with the incident SO and LO (or Agency Representatives if no LO is assigned).
- Determine the need for Compensation for Injury and Claims Specialists and order personnel as needed.
- Establish a Compensation for Injury work area within or as close as possible to the Medical Unit.
- Review Incident Medical Plan (ICS Form 206).
- Ensure that Compensation/Claims Specialists have adequate workspace and supplies.
- Review and coordinate procedures for handling claims with the Procurement Unit.
- Brief the Compensation/Claims Specialists on incident activity.
- Periodically review logs and forms produced by the Compensation/Claims Specialists to ensure that they are complete, entries are timely and accurate and that they are in compliance with agency requirements and policies.
- Ensure that all Compensation for Injury and Claims logs and forms are complete and routed appropriately for post-incident processing prior to demobilization.
- Keep the Finance/Administration Section Chief briefed on Unit status and activity.
- Demobilize unit in accordance with the Incident Demobilization Plan.

COST UNIT LEADER

The Cost Unit Leader is responsible for collecting all cost data, performing cost effectiveness analyses and providing cost estimates and cost saving recommendations for the incident.

Overall Cost Unit Leader Responsibilities:

- Obtain a briefing from the Finance/Administration Section Chief.
- Coordinate cost reporting procedures.
- Collect and record all cost data.
- Develop incident cost summaries.
- Prepare resources-use cost estimates for the Planning Section.
- Make cost-saving recommendations to the Finance/Administration Section Chief.
- Ensure all cost documents are accurately prepared.
- Maintain cumulative incident cost records.
- Complete all records prior to demobilization.
- Provide reports to the Finance/Administration Section Chief.

5.0 RESPONSE EQUIPMENT/RESOURCES

The following sections outline the various response equipment/resources available from the Facility, other Kinder Morgan facilities, Oil Spill Removal Organizations, and other outside resources.

5.1 KINDER MORGAN RESPONSE EQUIPMENT

Various locations along the pipeline are equipped with response equipment including response trailers, pipeline repair equipment, personal protection equipment, and boom and sorbents. This equipment is stored at 10 primary locations throughout the system as detailed in Appendix C.

The Qualified Individual has the authority to activate these and other Kinder Morgan resources or that of private contractors (OSRO's) and other experts and consultants as the situation demands.

5.2 EQUIPMENT TESTING

Kinder Morgan conducts regular maintenance testing of all equipment along the system as part of its scheduled maintenance program.

System Equipment

- Line maintenance personnel conduct a scheduled inspection of all equipment in accordance with either 49 CFR Part 195.420 (for DOT regulated items such as valves) or company policy.
- Discharge prevention and mitigation equipment, including block valves, are included in the computerized maintenance management program.

Emergency Response Equipment

- Response equipment is checked by the ROW Technician or assigned O&M Technician monthly and any deficiencies noted on the Safety Monitor Report.
- Motorized equipment (compressors, generators, boat motors, etc.) are also checked monthly and any deficiencies noted on the Safety Monitor Report.

5.3 OTHER COMPANY RESOURCES

A general inventory of communications equipment, audio/video equipment, and other support items are available from the various office/facility locations of the company through all of Kinder Morgan's offices.

5.4 CONTRACT RESOURCES

In the event of a discharge which is beyond the initial response capabilities of the local responders and response equipment, contract manpower and equipment resources can be obtained through Oil Spill Removal Organization(s) (OSRO). These OSROs can provide manpower and containment/clean-up equipment for the response operation on land, water, or adjacent shorelines. The resources will be secured from a Kinder Morgan approved contractor.

Notification/implementation of these resources will typically be handled by Area Management/QI. OSRO data, and/or USCG certification data, is provided in Appendix C. *(Note: Kinder Morgan has a program in place to insure that each OSRO has a comprehensive maintenance program and applicable training / drills programs in place.)*

5.5 COOPERATIVE/MUTUAL AID RESOURCES

Cooperative/Mutual Aid resources will be utilized when available and/or necessary.

5.6 EXPERTS AND CONSULTANTS

Kinder Morgan maintains a relationship with various environmental and technical consultants that can provide support in the event of an emergency incident. These consultants can provide expertise and support in the areas of emergency response management, environmental services, site assessment, permitting, waste treatment, recycling, dewatering, hazardous waste disposal, and remediation. Implementation of these services should be coordinated through the Operations Manager.

5.7 VOLUNTEERS

Volunteers will not be utilized by Kinder Morgan for responding to spills originating from the Facility. All volunteers will be referred to the State or Federal On-Scene Coordinator.

5.8 COMMUNICATIONS

Effective and efficient communications systems are essential for emergency response at every level. The communications system will be utilized to gather information and current status reports as well as to provide coordination and direction to widely separated work groups involved in search, containment/ diversion, repair, traffic control, public control or evacuation, and restoration.

Lines of communication between the Incident Commander, local responders, and the Emergency Response Team members are demonstrated in the organization charts provided at the end of this section. Communication of the overall spill response operation between the Company and the responsible government agencies in the Federal Regional Response Team (RRT) will occur between the Incident Commander and the Federal On-Scene Coordinator. Appendix J provides additional detail on the Federal Response Organization.

5.8.1 Central Communications System

Prearranged communication channels are of the utmost importance in dealing with System emergencies. The notification procedures and telephone contacts documented in Section 2.0 will be reviewed in accordance with the earlier documented updating procedures. The predetermined communications channels include the following:

- A list of emergency telephone numbers for internal management and emergency response personnel (Figure 2.5).
- A list of emergency telephone numbers for various external resources such as the fire and police department, medical, and regulatory agencies (Figure 2.7).

5.8.2 Communications Equipment

Field communications during a spill response to a small or medium discharge will be handled via the existing System communications network. This network will utilize existing radios, telephones, beepers, FAX machines, and computers and will be maintained by System personnel. In the event of a Worst Case Discharge, field communications will be enhanced with other Company and contract resources as the situation demands.

5.8 COMMUNICATIONS (Cont'd)

5.8.3 Communication Types

Radios - Handheld and vehicle mounted radio sets are the most effective means of communication for the field response operation. The units are battery operated, multi-channeled, and have a typical range that will cover the area of the response operation. Additional radio sets and battery packs/charges will be necessary in the event of a prolonged response operation.

Telephone (Conventional) - Conventional land line telephones are the most effective means of communication for regulatory and advisory notifications during a spill response operation. Additional telephone lines can be installed in the event of a prolonged response operation.

Telephone (Cellular) - Cellular telephones allow for added mobility and response effectiveness. Cellular phones are commonly maintained by certain Facility personnel. Additional cellular phones can be secured in the event of a prolonged response operation.

Pagers - Pagers are used for rapid notification to field personnel when radio and telephone resources are limited. Most response team members carry a pager.

FAX Machines - FAX machines allow for a rapid transfer of urgent information/ documentation such as status reports/updates, written notifications, and purchase orders.

Computers - Computers are commonly used in networks which allow access to various other locations and company personnel. Computers also speed the consolidation of information and preparation of written reports.

WATERSHEDS – ALABAMA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – ALABAMA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – ALABAMA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – ALABAMA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – ALABAMA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – ALABAMA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – ALABAMA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – ALABAMA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – ALABAMA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – ALABAMA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – GEORGIA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – GEORGIA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – GEORGIA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – GEORGIA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – GEORGIA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – GEORGIA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – GEORGIA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – GEORGIA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – GEORGIA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – GEORGIA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – GEORGIA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – GEORGIA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – GEORGIA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS –GEORGIA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – GEORGIA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

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WATERSHEDS – GEORGIA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

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WATERSHEDS – GEORGIA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

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WATERSHEDS – GEORGIA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

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WATERSHEDS – GEORGIA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – GEORGIA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – GEORGIA

Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – GEORGIA

Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – GEORGIA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

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WATERSHEDS – GEORGIA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – TENNESSEE

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – TENNESSEE

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – TENNESSEE

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – TENNESSEE

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – TENNESSEE

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – SOUTH CAROLINA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – SOUTH CAROLINA

Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – SOUTH CAROLINA

Location (R/W Area Drained)	Description	Known Water Intakes

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Location (R/W Area Drained)	Description	Known Water Intakes

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Location (R/W Area Drained)	Description	Known Water Intakes

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Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – SOUTH CAROLINA

Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – SOUTH CAROLINA

Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – SOUTH CAROLINA

Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – SOUTH CAROLINA

Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – SOUTH CAROLINA

Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – SOUTH CAROLINA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – NORTH CAROLINA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – NORTH CAROLINA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – NORTH CAROLINA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

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WATERSHEDS – NORTH CAROLINA

Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – NORTH CAROLINA

Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – NORTH CAROLINA

Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – NORTH CAROLINA

Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – NORTH CAROLINA

Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – NORTH CAROLINA

Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – NORTH CAROLINA

Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – NORTH CAROLINA

Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – NORTH CAROLINA

Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – NORTH CAROLINA

Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – NORTH CAROLINA

Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – NORTH CAROLINA

Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – NORTH CAROLINA

Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – NORTH CAROLINA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – VIRGINIA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – VIRGINIA

Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – VIRGINIA

Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – VIRGINIA

Location (R/W Area Drained)	Description	Known Water Intakes

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Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – VIRGINIA

Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – VIRGINIA

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Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – VIRGINIA

Location (R/W Area Drained)	Description	Known Water Intakes

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[redacted]

WATERSHEDS – VIRGINIA

Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – VIRGINIA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – VIRGINIA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – VIRGINIA

Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – VIRGINIA

Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – VIRGINIA

Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – VIRGINIA

Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – VIRGINIA

Location (R/W Area Drained)	Description	Known Water Intakes

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Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – VIRGINIA

Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – VIRGINIA

Location (R/W Area Drained)	Description	Known Water Intakes

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WATERSHEDS – VIRGINIA

Location (R/W Area Drained)	Description	Known Water Intakes

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[redacted]

WATERSHEDS – VIRGINIA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – VIRGINIA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – VIRGINIA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – LOUISIANA

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – MISSISSIPPI

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – MISSISSIPPI

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – MISSISSIPPI

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – MISSISSIPPI

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – MISSISSIPPI

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – MISSISSIPPI

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – MISSISSIPPI

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – MISSISSIPPI

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

WATERSHEDS – MISSISSIPPI

Location (R/W Area Drained)	Description	Known Water Intakes

(b) (7)(F), (b) (3)

[redacted]

6.0 SPILL IMPACT CONSIDERATIONS

6.1 CRITICAL AREAS TO PROTECT

The critical areas to protect are classified as high, moderate, and low sensitivity to oil for non-coastal/inland environments. The Federal, State, and local authorities will further clarify these categories at the time of the response. The Field Environmental Engineer/Scientist will provide technical assistance to the Incident Commander on critical areas to protect. The categories are defined as follows:

HIGH SENSITIVITY
● Areas which are high in productivity, abundant in many species, extremely sensitive, difficult to rehabilitate, or inhabited by threatened/endangered species. ● Areas which consist of forested areas, brush/grassy areas, wooded lake areas, freshwater marshes, wildlife sanctuaries/refuges, and vegetated river/stream banks. ● Areas which consist of shallow seagrass flats, mangroves, tidally influenced marshes/wetlands, and sheltered tidal flats with vegetated margins. ● Areas which are abundant in many species and are very difficult to clean and rehabilitate.

MODERATE SENSITIVITY
● Areas of moderate productivity, somewhat resistant to the effects of oiling. ● Areas which consist of degraded marsh habitat, clay/silt banks with vegetated margins, and gravel/cobble beaches. ● Areas which consist of the riparian zone along freshwater rivers with saltwedge, oyster reefs, exposed tidal flats, dredged spoil deposits, and partially exposed bay margins.

6.1 CRITICAL AREAS TO PROTECT (Cont'd)

LOW SENSITIVITY
● Areas of low productivity, man-made structures, and/or high energy. ● Areas which consist of gravel, sand, or clay material, barren/ rocky riverbanks and lake edges, man-made structures, and concrete/compacted earthen drainage ditches. ● Areas which consist of sand-shell substrate, fine-grained sand, seawalls, jetties, bulkheads, revetments, and erosional scarps.

6.2 ENVIRONMENTAL/SOCIO-ECONOMIC SENSITIVITIES

Environmental/Socio-economic Sensitivities are of extreme importance when planning a response effort. The health and safety of the public and the environment, as well as the protection of the various socio-economic sensitivities, must be promptly addressed in order to mitigate the extent of damage and minimize the cost of the clean-up effort.

All environmental/socio-economic sensitivities are worthy of protection, but must be prioritized during a response effort. When making decisions on which areas to designate as collection areas and which to protect, the following sources may be consulted:

- U.S. Fish and Wildlife Service and related state agencies
- Applicable Area Contingency Plans
- Environmental Sensitivity Maps located in the "Site Specific Plans"
- Other industry and private experts

The environmental and socio-economic sensitivities in the vicinity of the Facility can be divided into a number of categories. The following environmental/socio-economic sensitivity summary describes these categories which may be impacted by a discharge and should be addressed in the response:

Environmental:

- Environmentally sensitive areas are prevalent throughout any marine and/or terrestrial environment and may be affected by any potential discharge incident.

- Environmentally sensitive areas subjected to stress and sudden change may be severely damaged. All means of exclusion/diversion should be utilized during a response effort to minimize the impact on these areas.

6.2 ENVIRONMENTAL/SOCIO-ECONOMIC SENSITIVITIES (Cont'd)

Historical Areas:

- Properties listed in the National Register of Historic Places and Natural Landmarks are included in this category.
- These areas may need to be boomed off or otherwise protected to minimize impact.

Major Recreational Areas:

- A discharge affecting these areas may pose a public safety/health risk during a response effort.
- Shoreline access for personnel and equipment deployment (boats, boom, etc.) is typically available in these areas.

Marinas:

- These areas have a high degree of public exposure (personal and property) and should be boomed for protection.
- Boats and other water deployed equipment can often be deployed and/or obtained in these areas.

Residential Areas:

- These are areas with high public impact and may warrant evacuation in extreme cases.
- Cleanup must be performed with extreme caution due to extensive public exposure.

Commercial Farming/Ranching Areas:

- Commercial Farming/Ranching Areas have the potential of human and livestock impact, as well as socio-economic impact in the potential loss of crops or loss of property use.

Water Intake Points:

(b) (7)(F), (b) (3)

[redacted]

6.2 ENVIRONMENTAL/SOCIO-ECONOMIC SENSITIVITIES (Cont'd)

Wildlife Management Areas and Refuges:

- These areas have a high degree of exposure to threatened/endangered species and many other types of wildlife.
- Protection booming and clean-up efforts are high priority in these areas.

6.3 WILDLIFE PROTECTION AND REHABILITATION

Kinder Morgan will work with Federal, State, and local agency personnel to provide labor and transportation to retrieve, clean, and rehabilitate birds and wildlife affected by an oil spill, as necessary. Oversight of Kinder Morgan's wildlife preservation activities and coordination with Federal, State, and local agencies during an oil spill is the responsibility of the Incident Commander. Contractors specializing in wildlife protection will provide the Incident Commander with guidance on the proper handling of impacted wildlife and the necessary permits required for such efforts.

Special consideration should be given to the protection and rehabilitation of endangered species and other wildlife and their habitat in the event of an oil spill and subsequent response. Jurisdictional authorities should be notified and worked with closely on all response/clean-up actions related to wildlife protection and rehabilitation. Laws with significant penalties are in place to ensure appropriate protection of these species.

6.3.1 Endangered/Threatened Species

The U.S. Fish and Wildlife Service (USFWS) and related state agencies classify the status of various wildlife species in the potentially effected states. A summary of critical birds, reptiles, mammals, and plant species status as related to the Facility's operating areas (area of highest oil spill potential) is presented in Fig. 6.1.

6.3.2 Wildlife Rescue

Kinder Morgan will work with Federal, State, and local agency personnel to provide labor and transportation to retrieve, clean, and rehabilitate wildlife affected by an oil spill, as the situation demands.

The following are items which should be considered for wildlife rescue and rehabilitation during a spill response:

- Bird relocation can be accomplished using a variety of deterrents, encouraging birds to avoid areas of spilled oil. Bird relocation can be accomplished by utilizing deterrent methods including:
    - Use of visual stimuli, such as inflatable birds, owls, stationary figures, or helium balloons, etc.

6.3 WILDLIFE PROTECTION AND REHABILITATION (Cont'd)

6.3.2 Wildlife Rescue (Cont'd)

- Use of auditory stimuli, such as propane cannons, recorded sounds, or shell crackers.
- Use of herding with aircraft, boats, vehicles, or people (as appropriate).
- Use of capture and relocation.

6.3.3 Search and Rescue - Points to Consider

- **Kinder Morgan's involvement should be limited to offering assistance as needed or requested by the agencies.**
- Prior to initiating any organized search and rescue plan, **authorization must be obtained from the appropriate federal/state agency.**
- **Initial search and rescue efforts, if needed, should be left up to the appropriate agencies.** They have the personnel, equipment, and training to immediately begin capturing contaminated wildlife.
- With or without authorization it must be anticipated that volunteer citizens will aid distressed/contaminated wildlife of their own. It is important to communicate that it may be illegal to handle wildlife without express authority from appropriate agencies. Provisions should be made to support an appropriate rehabilitator, however, **no support should be given to any unauthorized volunteer rescue efforts.**
- The regulatory agencies and response personnel should be provided the name and location of a qualified rehabilitator in the event contaminated wildlife is captured.
- Resources and contacts that can assist with wildlife rescue and rehabilitation are provided in Section 2.0. This list includes:
  - Outside rehabilitation organizations
  - Local regulatory agencies
  - Other resources

6.4 STAGING AREAS

When establishing personnel and equipment staging areas for a response to a Facility discharge, the following criteria should be evaluated:

- Access to waterborne equipment launching facilities and/or land equipment.

6.4 STAGING AREAS (Cont'd)

- Access to open space for staging/deployment of heavy equipment and personnel.

- Access to public services utilities (electricity, potable water, public phone, restroom and washroom facilities, etc.)

- Access to the environmental and socio-economically sensitive areas which are projected for impact.

6.5 SPILL VOLUME ESTIMATES

The reporting of spills is to be done in accordance with procedures set forth in the business unit specific response plan. All external and internal notifications should be made in accordance with these established plans. The following are general guidelines to be used reporting spill quantities, and to provide possible methods or considerations that may be used in estimating spill quantities.

Release Estimate Reporting

Initially during a response, a quantity for the amount released should not be provided to any outside entity (i.e., regulator, spill response center, media, property owners, local governments, LEPCs, etc.). An accurate estimate of the released amount is not typically available in the early hours of a release, and in many cases is not available until weeks or months afterwards. An accurate estimate of the released amount cannot usually be made until environmental sampling and estimates of recovered volumes are obtained. Additionally, whatever estimates are given out early in the release are the numbers that get documented by regulatory agencies and the media, which can be very difficult to revise. As a result, the following is the philosophy for reporting an estimated quantity for a release:

"We will report a quantity when we have an accurate estimate."

When speaking with regulatory members, the media, local governments and even the NRC, we should convey that we do not have a quantity at this time, however, provide them with relevant information we do know, such as:

- Type of substance released,
- Location of release,
- Degree of impact (i.e., populated area, evacuations, air borne hazards, fire, waterway impacted, how far down stream is it, how wide is the impacted area, etc.) – The most important information for a responder to understand is the degree of impact. However, please remember that the Federal response system is, to some extent, based on a quantity released. This is why a quantity is so important to them. Please refer to the attached description of the classes of spills used by the Federal Government to judge the degree of response that may be needed.
- Stability of the situation (is it contained? is the situation stabilized? etc.), and
- Who can they contact should they have questions.

6.5 SPILL VOLUME ESTIMATES (Cont'd)

Typically, the DOT 7000-1 form for the release will be submitted without a quantity unless we have completed our estimate. The quantity will be shown on the DOT 7000-1 as "TBD" or "To Be Determined". Once the estimate is complete, we will revise or update the reported quantity (i.e., DOT 7000-1).

Before an estimated release quantity is provided to any outside entity, it should be reviewed and approved by the director or vice-president of the following groups:

- Engineering
- Field Operations
- Operations Control Center
- Environmental
- Codes and Standards

In most cases, Environmental will take the lead on developing the draft estimate. Whoever takes the lead should make sure that Management has identified appropriate members from each of the above groups to participate in the development and review of the estimate.

Estimating Release Quantities

Estimating release quantities can be very difficult. Early during the release, the Incident Commander should assign someone the responsibility for developing an estimate of the quantity released. The Planning Section should be involved to ensure that proper measurements are being planned and taken for use in estimating a quantity. Typical measurements made include:

a) Operations control system volume measurements
b) Quantities of fluids recovered (water and product),
c) Volumes of soils removed and levels of hydrocarbons present,
d) Area of surficial impact (soil and water),
e) Volume of absorbent materials used or disposed,
f) Area of phase separated product on groundwater,
g) Volume of vadose zone (unsaturated zone) soils impacted (if not removed), and
h) Quantity of material that evaporated.

Each of these areas of measurement will be discussed further to help provide guidance on information that may be useful in planning data collection to aid in developing an accurate estimated release quantity.

Operations Control System Volume Measurements – Volume measurements made by the operations control system should be considered in establishing a release quantity. The operations center should be consulted to determine if any volume of product was detected as lost as a result of a release. If the release is such that it would not appear as a loss in the measurement system, it should be noted in the release documents that the control center was consulted regarding the estimated quantity of the release. If the operations center does report a loss as a result of the release, it should be reviewed thoroughly to ensure that it is representative of the release and is not attributable to other normal shipping factors (i.e., meter calibration, thermal effects, etc.)

6.5 SPILL VOLUME ESTIMATES (Cont'd)

Quantities Of Fluids Recovered – Product removed from the excavation or from water are typically stored in vacuum trucks, frac tanks or temporary storage tanks. Measurements should be made periodically, at least daily of the storage vessels to measure the amount of water and product recovered. Oil water interface probes, oil indicating paste, or bailers can be used to obtain an accurate measurement. Whenever a vessel is emptied or removed for disposal, the product and water levels should be measured. All measurements should be recorded. Use consistent methodologies to make the measurements. Do not mix the use of a bailer with oil indicating paste. Use one or both, but do not mix the methods.

In many cases, the product recovered will be extremely emulsified. A sample of the product from each load of material disposed should be collected and analyzed for water content so that an accurate estimate can be obtained. Past experience has indicated that emulsified product can have greater than 50 percent water content.

Volume Of Soils Removed – During a release, impacted soils and debris are removed for disposal or treatment. The quantity of soil and debris removed should be measured and samples collected to determine the general hydrocarbon level. A plan for handling the soils and debris, and making the measurements should be established very early in the release. The area and depth of any excavations should be measured and recorded. Any soils disposed offsite or stockpiled for onsite treatment should be sampled and analyzed to determine the hydrocarbon content. If soils are being disposed offsite, a 3 to 5 point composite sample should be collected and analyzed from each truck. If soils are being stockpiled for onsite treatment, a series of 3 to 5 point composite samples should be collected and analyzed to determine the general hydrocarbon content. Typically, samples should be collected from every 20 to 30 cubic yards of material. Also, confirmatory soil samples will likely be collected from the bottom of the excavation to confirm that the appropriate amount of impacted soils has been removed. These analyses may also be used in estimating a release quantity.

In most cases it is not possible to obtain good estimates of hydrocarbons within debris (wood, metal, concrete, etc.). However, make sure to measure the quantity of impacted debris being removed.

Typically, the samples mentioned above are analyzed for total hydrocarbon content using GRO, DRO methods or both. Try to avoid using Freon extraction methods, those methods tend to account for naturally occurring substances (typically wood products) that may appear as hydrocarbons in the analysis.

Area Of Surficial Impact – In some cases, the best way to estimate the amount of a release is the area of impact on surface water, or on soils. The area of impact should be measured, and the type or thickness of sheen noted. This can be used to estimate a quantity. If aerial photography is being used, the area can be mapped fairly accurately. Sometimes photographs from helicopters and airplanes are useful. However, typically sketches on a map are used and actual field measurements are made to estimate areas. All of these methods should be considered. Sheen thickness information is attached which may be useful in describing the thickness of product in surface water areas.

6.5 SPILL VOLUME ESTIMATES (Cont'd)

Volume Of Absorbent Materials Used Or Disposed – The amount of absorbent materials used should be recorded. It is extremely difficult to estimate the amount of product absorbed, however, periodic visual observations of the pads should be recorded to determine whether the pads have a high, medium or low level of absorbency. Based on that information, a gross amount of product absorption can be estimated. Also, a sample of the absorbed material may also be required for disposal profiling. A sample should be collected from each container if this is required. Any sampling should occur as soon as the container is full, or materials are no longer being added to the container.

Area Of Phase Separated Product On Groundwater – In some instances, phase separated product may exist on the groundwater and should be part of the estimate. This is an extremely difficult element to estimate because one typically has very few data points to work with, and the quantity on the groundwater will depend on the amount of product adsorbed within the soil (i.e., smear zone). This element can only be estimated for new releases that have impacted relatively small areas (i.e., a few hundred square feet). Anything larger will need to be estimated during the groundwater investigation phase of the project, which may not be completed for months and possibly years.

Volume Of Vadose Zone (Unsaturated Zone) Soils Impacted (If Not Removed) – If any unsaturated soils that are impacted are not removed, the quantity of hydrocarbons within these soils should also be included in the estimate. For new releases, these impacted soils are typically removed**. For old releases** (i.e., old contamination, releases that occurred several years or decades ago), **an estimate of the release amount is usually not performed.**

For new releases, the amount of unsaturated soil impact can only be estimated from soil boring data. Soil samples have to be collected and analyzed to determine the amount of hydrocarbons present. This is typically performed during the site investigation phase of the project, which can be weeks and/or months following the release. In some cases, a cursory investigation can be conducted using a backhoe and digging a series of test pits around the site. This can be extremely useful in assessing the area of impact and in assessing the extent or degree of unsaturated zone impact. If any soil samples are collected from the test pits, it should be recognized that the cross contamination may exists since usually the backhoe is not decontaminated between test pits. Sequencing the excavation of the test pits from least impacted to most impacted is an important consideration. If test pits are used, they can also be useful in approximating the area of phase separated hydrocarbon impact on groundwater.

Quantity Of Material That Evaporated – For most refined petroleum product releases, this element is typically not included in the estimate of the release quantity. If gasoline is released, an approximation can be made using some of the emissions estimating techniques used for estimating tank emissions in Title V air permits. For a gasoline release, substantial evaporation can occur. As a result, it is important to record site-specific meteorological information such as weather conditions, temperature (morning, noon and evening), and wind speed. The conditions for wind speed and general weather conditions can be approximated. This information can also be obtained from the nearest official meteorological station (i.e., airport), or online at www.weather.com for that zip code.

6.5 SPILL VOLUME ESTIMATES (Cont'd)

Based on the site-specific situation, an estimate should be made of the released quantity and the methods used for the estimate documented. ***This is the document that should be reviewed by engineering, operations, environmental and Codes and Standards before any quantity is released to outside entities.***

Release/Repair Reports

Estimated release quantities are typically reported on internal pipeline repair/release reports. The specific form used varies between business units. Typically, the form reports the amount of product recovered and/or released. The amount recovered should include any product physically recovered, the amount that evaporated and the amount remediated. The amount remediated includes soil excavated and/or any product that may be contained or addressed by an existing or recently installed remediation system. The objective is that the amount recovered reflects recovery by all means. The only amount of product not recovered would be the amount that flowed downstream and was not remediated. For facility releases (those within our tank farms, terminals or pump stations), it is common that 100 percent of what was released is recovered. This is usually because the impacted soil is removed and/or the release is within an existing remediation system capture zone.

6.6 TRAJECTORY ANALYSIS

Oil spilled on water will react primarily to the effects of wind and current. The oil will tend to spread to a thin layer under the influence of gravity (primary) and chemical (secondary) forces. The following describes the behavior of oil on water:

- Oil will move in the direction and at the rate of the current under negligible wind conditions.
- Oil will move in the direction and at approximately 3.4 % of the velocity of the wind under negligible current conditions.
- The combined effects of wind and current on the oil should be carefully analyzed. A method of vector analysis can be performed to determine the net direction of movement (wind forces can work in addition to, against, or in many other combinations with the current).
- The primary method of surveillance for the Facility will be visual. Visual surveillance is not effective however in rain, fog, darkness, or heavy cloud cover. It is difficult to observe a slick on the water from a boat, dock or land due to the angle of observation. Aerial surveillance is the preferred method of visual surveillance because of the elevated view and the ability to cover a large area in a short period.

6.7 CONTAINMENT AND RECOVERY OF SPILLED PRODUCT

General descriptions of various specific response techniques that may be applied during a response effort are discussed below. Kinder Morgan responders are free to use all or any combination of these methods as incident conditions require, provided they meet the appropriate safety standards and other requirements relative to the situation encountered. Data was obtained from reports, manuals and pamphlets prepared by the American Petroleum Institute, Environmental Protection Agency and the United States Coast Guard. The most effective cleanup of a product spill will result from an integrated combination of clean-up methods. Each operation should complement and assist related operations and not merely transfer spillage problems to areas where they could be more difficult to handle.

The spill should be assessed as soon as possible to determine the source, extent and location of travel. Terrain and other physical conditions downgradient of the spill site will determine the methods of control at a point in advance of the moving product. Often, the bulk of a spill can be contained at a single location or a few key locations in the immediate vicinity of the source point. When possible the execution of this type of initial containment strategy helps confine a spill to a relatively limited area.

6.7.1 Spill on Land (Soil Surfaces)

- **Confinement Methods**

  Product can be trapped in ditches and gullies by earth dams. Where excavating machinery is available, dams can be bulldozed to contain lakes of product. Dams, small and large, should be effectively employed to protect priority areas such as inlets to drains, sewers, ducts and watercourses. These can be constructed of earth, sandbags, absorbents, planks or any other effective method. If time does not permit a large dam, many small ones can be made, each one holding a portion of the spill as it advances. The terrain will dictate the placement of the dams. If the spill is minor, natural dams or earth absorption will usually stop the product before it advances a significant distance. Cleanup is the main concern in such situations.

  In situations where vapors from a spill present a clear and present danger to property or life (possible ignition because of passing automobiles, nearby houses, or work vehicles approaching the area), spraying the surface of the spill with dispersant will greatly reduce the release of additional vapors from the product. This method is especially adapted to gasoline spills on soil surfaces.

  Prior to the use of dispersant agents, ensure that permission has been granted by government authorities and local landowner. Local government authorities to be contacted may include city council, county board of commissioners, city or county fire chiefs, the county forestry commission or firetower, and the local environmental protection agency. In seeking permission from these authorities, be prepared to convince them that adequate safety precautions have been and will be taken during the operation.

6.7 CONTAINMENT AND RECOVERY OF SPILLED PRODUCT (Cont'd)

- **Removal Methods**

The recovery and removal of free product from soil surfaces is a difficult job. The best approaches at present seem to be:

- Removal with suction equipment to tank truck if concentrated in volumes large enough to be picked up. Channels can be formed to drain pools of product into storage pits. The suction equipment can then be used.

- Small pockets may have to be dipped up by hand.

- If practicable after removal of the bulk of the spill, controlled burning presents the possibility of a fast, simple, and inexpensive method of destruction of the remainder of the product. If all other options have been executed and the site is still unsafe for further activity because explosive vapors persist, the vapors may need to be intentionally ignited to prevent an accumulation sufficient to become an explosive mixture, provided the other requirements of these guidelines for controlled burning are met.

Intentional ignition to remove released product should be utilized **only if <u>all</u> of the following conditions are met:**

- Other steps and procedures have been executed and a determination has been made that this is the safest remaining method of control.

- Intentional burning will not unduly damage the pipeline, adjacent property, or the environment.

- Controlled burning is permitted by government authorities. Local government authorities to be contacted may include city council, county board of commissioners, city or county fire chiefs, the county forestry commission or firetower, and the local environmental protection agency. In seeking permission from these authorities, be prepared to convince them that adequate safety precautions have been and will be taken during the operation.

- Controlled burning is conducted with the consent of local landowners.

6.7 CONTAINMENT AND RECOVERY OF SPILLED PRODUCT (Cont'd)

- Safety must always be a prime consideration when considering controlled burning of product. Sparks and heat radiation from large fires can start secondary fires and strong winds make fire control difficult. There must be no danger of the fire spreading beyond control limits. All persons must be at a safe distance from the edge of the inflammable area. Remember that all burning must be controlled burning.

6.7.2 Spill on Lake or Pond (calm or slow-moving water)

- **Confinement Methods**

A lake or pond offers the best conditions for removal of product from water. Although the removal is no easy task, the lake or pond presents the favorable conditions of low or no current and low or no waves.

The movement of product on a lake or pond is influenced mainly by wind. The product will tend to concentrate on one shore, bank or inlet. Booms should be set up immediately to hold the product in the confined area in the event of a change in wind direction.

If the spill does not concentrate itself on or near a shore (no wind effect), then a sweeping action using boats and floating booms will be necessary. The essential requirement for this operation is that it be done very slowly. The booms should be moved at not more than 40 feet per minute. Once the slick is moved to a more convenient location (near shore), the normal operations of removal should begin.

If the slick is small and thin (rainbow effect) and not near the shoreline, an absorbent boom instead of a regular boom should be used to sweep the area very slowly and absorb the slick. The product may not have to be moved to the shoreline.

- **Removal Methods**

If the confined slick is thick enough, regular suction equipment may be used first; however, in most instances, a floating skimmer should be used. If judged appropriate or useful, a surface collecting agent should be applied once the slick is isolated to facilitate the removal. The surface collecting agent will concentrate the product into a smaller area and make the floating skimmer work more efficiently. If the floating skimmer starts picking up excess water (slick becomes thin), do not stop using it if it is not removing any appreciable amount of product.

Prior to the use of collecting agents, ensure that permission has been granted by government authorities and local landowner. Local government authorities to be contacted may include city council, county board of commissioners, city or county fire chiefs, the county forestry commission or firetower, and the local environmental protection agency. In seeking permission from these authorities, be prepared to convince them that adequate safety precautions have been and will be taken during the operation.

6.7 CONTAINMENT AND RECOVERY OF SPILLED PRODUCT (Cont'd)

Additions of more surface collecting agent from time to time may improve the skimming efficiency of the skimmer. It will continue to concentrate the slick into a smaller area, thus making the film thickness greater. Drawing the boom closer to the bank as product is removed will also keep film of product thicker. However, when the slick becomes too thin, the skimmer should be stopped and an absorbent applied (with a boat if necessary) to remove the final amounts. The floating skimmer (if speed is a must) or hand skimmers (if water is shallow enough) or both can be used to pick up the product-soaked absorbent. Before pumping the product-soaked absorbent with a floating skimmer, insure that the absorbent in question can be pumped and will not harm the pump. Several types are nonabrasive to pump internals. If the floating skimmer is used first, the product-soaked absorbent/water mixture should be pumped into a tank truck.

A better method of retrieving the product-soaked absorbent is to draw it in as close to the shore as possible with the booms used to confine the product initially. The absorbent can then be hand skimmed from the water surface and placed in drums, on plastic sheets or in lined roll-off boxes. It should then be disposed of by acceptable means.

The final rainbow on the surface can be removed with additions of more absorbent.

6.7.3 Spill on Small to Medium Size Streams (relatively fast-flowing creeks)

- **Confinement Methods**

The techniques used for product containment on fast-flowing shallow streams are quite different from the ones used on lakes, ponds, or other still bodies of water. The containment and removal processes require a calm stretch of water to allow the product to separate onto the surface of the water. If a calm stretch of water does not exist naturally, a deep slow-moving area should be created by damming. The dam can be constructed by using sandbags, planks or earth. If a dam is required, it should be situated at an accessible point where the stream has high enough banks. The dam should be constructed soundly and reinforced to support the product and water pressure.

- Underflow dam - The underflow dam is one method that can be used, especially on small creeks. The water is released at the bottom, of the dam using a pipe or pipes which are laid during construction of the dam. The flow rate through the pipe must be sufficient to keep the dam from overflowing. One method is to lay the pipe at an angle through the dam (while dam is being constructed) so that the height of the downstream end of the pipe will determine the height the water will rise behind the dam.

6.7 CONTAINMENT AND RECOVERY OF SPILLED PRODUCT (Cont'd)

6.7.3 Spill on Small to Medium Size Streams (relatively fast-flowing creeks) (Cont'd)

- Overflow dam – Another method of containment is the overflow type dam. The dam is constructed so that water flows over the dam, but a deep pool is created which slows the surface velocity of the water. Therefore, the condition of a calm stretch of water is met. The overflow dam may be used where larger flow rates (medium size creeks) of water are involved.

  With this type dam, a separate barrier (floating or stationary boom) must be placed across the pool created by the dam. The separate barrier arrests the surface layer of product. At the same time, the water is flowing under the barrier and over the top of the dam. The barrier should be placed at an angle of 45 % across the pool to decrease the effective water velocity beneath it. Also, it helps to concentrate the product at the bank and not all along the barrier. A second barrier should be placed approximately 10 to 15 feet downstream of the first one as a secondary back-up.

  The stationary boom type barrier should be made of wood planks or other suitable material. The stationary boom should be soundly constructed and sealed against the bank. The ends of the planks can be buried in the banks of the stream and timber stakes driven into the stream bed for support as needed. The necessary length of the boom will be approximately 1-1/2 times the width of the waterway. The plank boom should extend six to eight inches deep into the water and about two inches or higher above the water level. If the increase in velocity under the stationary boom is causing release of trapped product, it should be moved upward slightly. At no time should barrier be immersed more than 20% of the depth of the pool at the barrier location; that is, if the pool created by damming is three feet deep, do not exceed an immersion depth of seven inches with the barrier at the position the barrier is installed.

  Another method used with the underflow dam is having the pipe or pipes sized to carry only a portion of the flow needed. The pipe would be placed at the bottom of the dam and level with the creek bed. The remaining flow of the creek could be siphoned or preferably pumped around the dam from a point away from the dam and from the deepest portion of the pool. The pumping or siphoning can be controlled to maintain the desired water level at the dam. The key is the removal of water through or around the dam at the lowest point in the basin. This prevents the oil from escaping with the released water.

6.7 CONTAINMENT AND RECOVERY OF SPILLED PRODUCT (Cont'd)

6.7.3 Spill on Small to Medium Size Streams (relatively fast-flowing creeks) (Cont'd)

A floating boom can be used in place of the stationary type if the created pool's size (bank to bank) and depth will permit. Since changing the depth and/or length of a standard floating boom in a small stream is difficult, the use of the separation of product and water. The advantages of using a floating boom are the speed of deployment and the fact that there is not need for additional support as with the stationary boom.

- Multiple Impoundments – Since emergency built dams (either underflow or overflow) are seldom perfect, a series of dams is usually required. The first one or two will trap the bulk and the ones that are downstream will trap the last traces of product. Precautions should be taken to ensure that the foundations of emergency dams are not washed away by the released water. If earth is used to construct an overflow dam, a layer of earth-filled bags should be placed on top of the dam so erosion will not take place.

- **Removal Methods**

Once the containment dams are constructed, the problem or removal of the product from the water surface should be the prime consideration. The removal must be continuous or else build-up of product behind the dams or booms might lead to product escaping the traps.

The type of removal procedures used depends largely on the amount of product being trapped in a given span of time, if the amount of product moving down the stream is of sufficient quantity, the first dam or fixed boom would quite possibly trap enough for the floating skimmer to work efficiently. The skimmer will pump the product and possibly some water to a tank truck or other holding tank. Separated water may be released from the bottom of the tank truck if it becomes necessary. The absorbents (straw, ground corncobs, or other stocked absorbent) could then be used at downstream dams or booms. It is inadvisable to place an absorbent in the stream prior to or at the first dam in anticipation of the arriving product. Let the product accumulate at the first dam and use the floating skimmer to recover the product.

Disposal of gross amount of product-soaked absorbent would not then be a problem. Follow directions on use of each absorbent. Some are designed to be placed on water before product arrives (straw and other new types); others are intended only to be placed on the product after it accumulates on the water (ground corncobs and others). Plastic sheets should be used to place the product- soaked absorbent on as it is hand skimmed from the water. Alternatively, the material may be placed in drums or lined roll-off boxes.

6.7 CONTAINMENT AND RECOVERY OF SPILLED PRODUCT (Cont'd)

6.7.3 Spill on Small to Medium Size Streams (relatively fast-flowing creeks) (Cont'd)

If the amount of product in the stream is minor, a straw-bale may be constructed to filter out the product. The slowing of the water would not be necessary, but several dams might be necessary to ensure complete removal. The downstream dams would also offer protection when the upstream bales are removed, releasing traces of product. Straw-bale dams can also be used downstream from underflow and overflow dams for added protection.

Thus, the containment and removal of spilled product on small to medium fast-flowing streams might require a combination of underflow or overflow dams, fixed booms, skimmers, absorbents, and straw-bale dams to ensure a complete cleanup.

6.7.4 Spill on Large Streams and Rivers

- **Confinement Methods**

The containment techniques differ considerably on large streams and rivers versus small streams. First, the smooth calm area of water necessary for product-water separation must be found along the stream or river rather than making one as with small streams. Floating booms (rather than fixed booms or dams) must be used to trap the surfaced product.

Local conditions of current and wind must be considered when selecting the site for the boom. A point with a low water velocity near the bank, sufficient depth to operate the product removal equipment, and good access are required. The fact that wind may tend to concentrate the product against one bank must be considered. A smooth, undisturbed area of water is required immediately upstream of the boom to ensure that the product has opportunity to separate out onto the surface. The boom should be positioned where the current is at a minimum. It is more effective to boom at a wide, slow position than on a narrow, fast stretch of water.

If the boom are positioned straight across a river or stream, at right angles to the flow, surface water tends to dive beneath the barrier (boom) when current velocities exceed about ½ knot (0.8 ft./sec.). However, if the current of the entire river is ½ knot or less, then a boom can be positioned straight across the river or large stream, but angled slightly in relation of the banks. By placing the boom at an angle to the banks, product on the surface is diverted along the boom to the side of the river.

6.7 CONTAINMENT AND RECOVERY OF SPILLED PRODUCT (Cont'd)

6.7.4 Spill on Large Streams and Rivers (Cont'd)

The current velocity is usually much slower near the river bank than in the center and the product will move along the boom toward the bank for removal. A water-tight seal between the bank and the boom is essential. A secondary boom should be set up immediately downstream of the first one to capture the amounts that escape the upstream boom. A boom can be employed parallel to the river flow at the bank to form the seal with the booms used to trap the product.

Where the current velocity of the chosen site exceeds ½ knot, the boom should be positioned in two smooth curves from a point of maximum velocity (usually the center of the river) to both banks. However, this double-boom required product to be removed from both sides of the river. To determine the appropriate angle of boom placement and support (mooring) needed to hold the booms in position, the current velocity should be measured by timing a floating object which is 80% submerged over a distance of 100 feet. A time of 60 seconds over this distance indicates a water current of approximately 1 knot. For currents from 1 to 2.5 knots (1.7 to 4.2 ft./sec.), the more the boom will have to be angled acute to the bank. The length of the boom will have to be such to reach the center of the river. For currents between ½ and 1 knot (0.8 and 1.7 ft./sec.), the angle of employment can be enlarged.

The major load on the boom is taken by the terminal moorings, particularly the one in the center of the river. However, intermediate moorings are also required both to maintain the smooth curve of the boom to prevent breaking of the boom and to assist with preventing skirt deflection. The intermediate moorings are preferably positioned every 25 feet and must be adjusted to avoid the formation of indentations in the boom profile. These trap product in pockets, prevent its deflection to the bank, and also encourage diving currents. The moorings' ropes should be five times the water depth.

In certain situations, it might be advantageous to position booms to deflect the approaching spilled product to a slower moving area. Naturally, additional booms would have to be positioned around this slower moving area prior to deflecting the product to the area. This approach has been used along river which have lagoons, etc., with a very low current action. The recovery would take place in the lagoons and not along the river bank.

6.7 CONTAINMENT AND RECOVERY OF SPILLED PRODUCT (Cont'd)

6.7.4 Spill on Large Streams and Rivers (Cont'd)

- **Removal Methods**

The product collected upstream of the floating booms in a large stream or river should be removed from the water surface as it accumulates. Regular suction equipment, a floating skimmer, and/or absorbents (including absorbent booms) should be used to remove the product as appropriate to the quantity being trapped in a given span of time. If the amount moving down the stream is of sufficient quantity, the primary floating boom would possibly trap enough for the floating skimmer to work efficiently. The skimmer will pump the product and some water to a tank truck or other holing tank.

The absorbents (type that can be placed on water before product arrival straw is an example) would then be used upstream of the secondary boom to absorb the underflow from the primary boom. An absorbent boom (Sea-Serpent) or other stocked absorbent boom can also be placed between the primary and secondary booms to help the other absorbents control the underflow from the primary boom. If the underflow from the primary boom is significant, then the type absorbent which can be placed on the water only after product is collected may be used. An example of this type of absorbent is ground corncobs. It is best to hand skim the saturated absorbents and place on plastic sheets. However, if the absorbent used can be pumped after product absorption and speed of removal is a necessity, the floating skimmer can be used to remove the product-soaked absorbent.

The disadvantage of pumping the product-soaked absorbent to a truck is the volume that will accumulate (skimmer will pump excess water) and the disposal problems associated with the large water/product-soaked absorbent mixture.

If the volume of product moving toward the boomed area is expected to be small, an absorbent (straw) should be placed in the river upstream of the primary and secondary booms. If regular booms are not necessary, a screen filter could be stretched across the river to contain the straw, or an absorbent boom could be constructed by tightly fastening hay bales together, forming a chain. Boats (either rented or furnished by contractors) would be necessary to retrieve the product-soaked absorbents.

Spill on Stream which Flows into Lake or Pond

There are certain locations along the pipeline where streams (small and large ones) flow into lakes or ponds at relatively short distances from the pipeline. It is conceivable that a spill that reached the streams in question could reach or almost reach the lakes before containment and recovery operations could be set up. If time permits for containment operations to be set up on the stream in question, it then would be handled as described above depending upon the stream size involved.

6.7 CONTAINMENT AND RECOVERY OF SPILLED PRODUCT (Cont'd)

6.7.4 Spill on Large Streams and Rivers (Cont'd)

However, if product in the stream is near the lake site or if product is flowing into the lake with a significant amount yet to arrive, a different containment should be employed.

- Confinement Methods

  Product on a stream flowing into a lake should be boomed as close to the entrance as possible. The boom should be positioned on the lake at an angle to the residential stream current so as to direct the surface water to a slower moving area. The area where the product is being deflected should be enclosed by booms to contain it. An additional boom for sweeping the product to the bank will be required. This area of containment should not have a current velocity of more than 1/2 knot (0.8 ft./sec.), preferably less.

- Removal Methods

  The removal of product from the lake or pond's surface would be handled as described earlier.

  For sizable releases, collected product will usually be pumped into tank trucks and transported to a storage facility. Tank trucks are available at several locations throughout.

6.7.5 Spill in a Mud or Tidal Flat Area

These habitats (along with marsh and wetlands areas) are the most sensitive habitat types along the pipeline and should receive priority in protecting or limiting the release impact on environmentally sensitive areas. Any response activities should proceed carefully because of the likelihood of mixing product deeper into the sediments.

- **Confinement Method**

  Shoreline boom lined with absorbent boom should be placed at the surf line to prevent oil from washing up onto the flat area. If oiling has already occurred the boom is used to prevent further oiling and keep oil that has impacted the flat from spreading.

- **Removal Methods**

  Natural Recovery, Flooding and Sorbents are the three preferred methods. Any invasive type of recovery method poses a risk of driving the oil into the substrate of the flat and endangering the biologicals that live there. Invasive methods should only be used in order to protect more sensitive areas.

  Heavy oiling can be removed manually from sheltered tidal flats by using sorbents applied from a shallow draft boat, or flushing the flats with low

6.7 CONTAINMENT AND RECOVERY OF SPILLED PRODUCT (Cont'd)

pressure water. Cleanup is especially difficult because of the soft substrate.

6.7.6 Spill in a Marsh or Wetland

These habitats (along with mud and tidal flat areas) are the most sensitive habitat types along the pipeline and should receive priority in protecting or limiting the release impact on environmentally sensitive areas. Any response activities should proceed carefully because of the likelihood of mixing product deeper into the sediments.

- **Confinement Method**

  Shallow water booms should be placed around the perimeter of the area to prevent impact or contain oil to prevent spreading. Booming may be difficult due to a large number of trees and/or debris.

- **Removal Methods**

  Natural Recovery, Flooding, Sorbents and Low-Pressure Cold Water Flushing are the preferred methods. As with mud and tidal flats invasive methods may do more harm than good. In-situ burning is also an option so long as there is enough water to protect the vegetation's roots. See Section 6.7.1 for condition of use for in-situ burning.

  If lightly oiled, marshes should be allowed to recover naturally as more damage is often done from cleanup than was done from the product itself.

  In the early part of the growing season, low-pressure water spraying can be effective in flushing free product from the marsh.

  Heavy accumulations of product on the marsh surface should be manually removed, however, access to the marsh must be limited to prevent additional damage to the wetland. Extensive foot traffic within the marsh can result in the entrainment of product deeper into the marsh sediment, resulting in a long-term persistence problem.

  Preferred manual cleanup methods in marshes are gentle in application and include low-pressure flushing, sorption, and vacuum pumping from boats. Also, oiled, decayed vegetation and other oiled debris may be removed by hand.

6.8 SPECIFIC CLEANUP METHODS BY HABITAT AND PRODUCT TYPE

6.8.1 Source

Cleanup methods for specific habitat types were discussed during a three-day workshop on inland oil spills sponsored by the American Petroleum Institute. The workshop brought together experts to discuss cleanup techniques appropriate for inland oil spills with the intention of establishing work groups for rating cleanup techniques specific for an environment and petroleum product. Results of the work groups are discussed in this section.

6.8.2 Evaluation Criteria

i). Extent or Severity of the Spill on the Environment

(1) Low Impact - light oiling and/or habitat not sensitive.

(2) Moderate Impact - oil affects several areas in the environment.

(3) High Impact - heavily oiled and/or a sensitive environment.

ii). Advisability of Using Specific Cleanup Techniques

(1) Preferred - least impact on the habitat.

(2) Viable - some impact on the habitat, but may be acceptable.

(3) Not Advisable - NOT ADDRESSED IN THIS PLAN.

(4) Avoid - NOT ADDRESSED IN THIS PLAN.

The cleanup techniques that were given preferred or viable ratings are shown on the following pages (Woodward-Clyde, 1992):

6.8 SPECIFIC CLEANUP METHODS BY HABITAT AND PRODUCT TYPE (con't)

Wetlands Exposed to No. 2 Fuel Oil (Diesel)

	Preferred	Viable
Low Impact	Natural Recovery Low Pressure/Cold Water	Nutrient Enrichment Sorbent Booming
Moderate Impact	Natural Recovery Flooding/Restricted Flow	Nutrient Enrichment Low Pressure/Cold Water Booming In-Situ Burning Skimming/Vacuum Sorbent
High Impact	Flooding/Restricted Flow Natural Recovery	Skimming/Vacuum Low Pressure/Cold Water Nutrient Enrichment Sorbent Booming In-Situ Burning

Wetlands Exposed to Gasoline

	Preferred	Viable
Low Impact	Natural Recovery Low Pressure/Cold Water	Nutrient Enrichment Sorbent Booming
Moderate Impact	Natural Recovery Flooding/Restricted Flow	Nutrient Enrichment Low Pressure/Cold Water Sorbent Booming In-Situ Burning Skimming/Vacuum
High Impact	Flooding/Restricted Flow Natural Recovery	Low Pressure/Cold Water Nutrient Enrichment Sorbent Booming In-Situ Burning Skimming/Vacuum

6.8 SPECIFIC CLEANUP METHODS BY HABITAT AND PRODUCT TYPE (con't)

Small Streams/Rivers Exposed to No. 2 Fuel Oil (Diesel)

	Preferred	Viable
Low Impact	Sorbent Booming Low Pressure Cold Water Natural Recovery	Nutrient Enrichment Visco-Elastic Agent Skimming/Vacuum
Moderate Impact	Sorbent Booming Earth Barrier/Berm Skimming/Vacuum Low Pressure/Cold Water Natural Recovery	Nutrient Enrichment Visco-Elastic Agent In-Situ Burning Sediment Removal
High Impact	Sorbent Booming Earth Barrier/Berm Skimming/Vacuum Low Pressure/Cold Water Natural Recovery	Nutrient Enrichment Visco-Elastic Agent In-Situ Burning Sediment Removal

6.8 SPECIFIC CLEANUP METHODS BY HABITAT AND PRODUCT TYPE (con't)

Small Streams/Rivers Exposed to Gasoline

	Preferred	Viable
Low Impact	Sorbent Booming Low Pressure Cold Water Natural Recovery	Nutrient Enrichment Visco-Elastic Agent Skimming/Vacuum
Moderate Impact	Sorbent Booming Earth Barrier/Berm Skimming/Vacuum Low Pressure/Cold Water Natural Recovery	Nutrient Enrichment Visco-Elastic Agent In-Situ Burning Sediment Removal
High Impact	Sorbent Booming Earth Barrier/Berm Skimming/Vacuum Low Pressure/Cold Water Natural Recovery	Nutrient Enrichment Visco-Elastic Agent In-Situ Burning Sediment Removal

6.8 SPECIFIC CLEANUP METHODS BY HABITAT AND PRODUCT TYPE (con't)

Large Rivers Exposed to No. 2 Fuel Oil (Diesel)

	Preferred	Viable
Low Impact	Sorbent Booming Low Pressure Cold Water Natural Recovery	Nutrient Enrichment Visco-Elastic Agent Skimming/Vacuum
Moderate Impact	Sorbent Booming Earth Barrier/Berm Skimming/Vacuum Low Pressure/Cold Water Natural Recovery	Nutrient Enrichment Visco-Elastic Agent In-Situ Burning Sediment Removal Dispersants
High Impact	Sorbent Booming Earth Barrier/Berm Skimming/Vacuum Low Pressure/Cold Water Natural Recovery	Nutrient Enrichment Visco-Elastic Agent In-Situ Burning Sediment Removal Dispersants

6.8 SPECIFIC CLEANUP METHODS BY HABITAT AND PRODUCT TYPE (con't)

Large Rivers Exposed to Gasoline

	Preferred	Viable
Low Impact	Sorbent Booming Low Pressure Cold Water Natural Recovery	Nutrient Enrichment Visco-Elastic Agent Skimming/Vacuum
Moderate Impact	Sorbent Booming Earth Barrier/Berm Skimming/Vacuum Low Pressure/Cold Water Natural Recovery	Nutrient Enrichment Visco-Elastic Agent In-Situ Burning Sediment Removal
High Impact	Sorbent Booming Earth Barrier/Berm Skimming/Vacuum Low Pressure/Cold Water Natural Recovery	Nutrient Enrichment Visco-Elastic Agent In-Situ Burning Sediment Removal

6.9 ALTERNATIVE RESPONSE STRATEGIES

There are no pre-approved response options for inland spills within the United States. Any plans to use dispersants or in situ burning by the Company will be submitted to the Federal On-Scene Coordinator for Regional Response Team approval prior to such action being taken.

FIGURE 6.1

ENDANGERED/THREATENED SPECIES LISTING

LOUISIANA

The Federally Endangered (E)/Threatened (T) Species in the State of Louisiana are as follows:

Animals – 26 species

T – Bear, Louisiana black
E – Beetle, American burying
E – Curlew, Eskimo
T – Eagle, bald
E – Frog, Mississippi gopher (potential)
T – Heelsplitter, Alabama (=inflated)
E – Jaguar
E – Mucket, pink (pearlymussel)
E – Panther, Florida
T – Pearlshell, Louisiana
T – Plover, piping
T – Sea turtle, green except where endangered
E – Sea turtle, hawksbill
E – Sea turtle, Kemp's ridley
E – Sea turtle, leatherback
T – Sea turtle, loggerhead
T – Sturgeon, Gulf
E – Sturgeon, pallid
E – Tern, least
T – Tortoise, gopher
T – Turtle, ringed map (=sawback)
E – Vireo, black-capped
E – Whale, finback
E – Whale, humpback
E – Wolf, gray lower 48 states
E – Woodpecker, red-cockaded
E – Woodpecker, ivory-billed

Plants – 4 species

T – *Geocarpon minimum* (Plant, no common name)
E – Louisiana quillwort
E – Pondberry
E – American chaffseed

FIGURE 6.1 (Cont'd)

ENDANGERED/THREATENED SPECIES LISTING

MISSISSIPPI

The Federally Endangered (E)/Threatened (T) Species in the State of Mississippi are as follows:

Animals – 38 species

E – Bat, Indiana
T – Bear, Louisiana black
E – Beetle, American burying
E – Clubshell, black (=Curtus' mussel)
E – Clubshell, ovate
E – Clubshell, southern
E – Combsell, Cumberlandian Entire range
E – Combshell, southern (=penitent mussel)
E – Crane, Mississippi sandhill
E – Curlew, Eskimo
T – Darter, bayou
*
E – Frog, Mississippi gopher
T – Heelsplitter, Alabama (=inflated)
T – Moccasinshell, Alabama
T – Mucket, orangenacre
E – Panther, Florida
E – Pigtoe, flat (=Marshall's mussel)
E – Pigtoe, heavy (=Judge Tait's mussel)
T – Plover, piping
E – Pocketbook, fat
E – Sea turtle, green except where endangered
E – Sea turtle, hawksbill
E – Sea turtle, Kemp's ridley
E – Sea turtle, leatherback
T – Sea turtle, loggerhead
T – Snake, eastern indigo
E – Stirrupshell
E – Sturgeon, Alabama
T – Sturgeon, Gulf
E – Sturgeon, pallid
E – Tern, least
T – Turtle, ringed map (=sawback)
T – Turtle, yellow-blotched map (=sawback)
E – Whale, finback
E – Whale, humpback

Animals – 38 species(cont'd)

E – Wolf, gray lower 48 states
E – Woodpecker, red-cockaded
E – Woodpecker, ivory-billed

Plants – 4 species

T – Price's potato-bean
E – Louisiana quillwort
E – Pondberry
E – American Chaffseed

FIGURE 6.1 (Cont'd)

ENDANGERED/THREATENED SPECIES LISTING

ALABAMA

The Federally Endangered (E)/Threatened (T) Species in the State of Alabama are as follows:

Animals – 99 species

E – Acornshell, southern
T – Bankclimber (mussel), purple
E – Bat, gray
E – Bat, Indiana
E - Bean, Cumberland
E - Beetle, American burying
E - Blossom, tubercled
E – Blossom, turgid (pearlymussel)
E – Blossom, yellow (pearlymussel)
E – Campeloma, slender
E – Catspaw (=purple cat's paw pearlymussel)
E – Cavefish, Alabama
T – Chub, spotfin (=turquoise shiner)
E – Clubshell Entire Range
E – Clubshell, black (=Curtus' mussel)
E – Clubshell, ovate
E – Clubshell, southern
E – Combshell, Cumberlandian
E – Combshell, southern (=penitent mussel)
E – Combshell, upland
E – Curlew, Eskimo
E – Darter, amber
E – Darter, boulder (=Elk River)
T – Darter, goldline
T – Darter, slackwater
T – Darter, snail
E – Darter, vermilion
E – Darter, watercress

T – Elimia (snail), lacy
E – Fanshell
E – Frog, Mississippi gopher (potential)
T – Heelsplitter, Alabama (=inflated)
E – Kidneyshell, triangular
E – Lampmussel, Alabama
E – Lilliput, pale (pearlymussel)
E – Lioplax (snail), cylindrical
E – Mapleleaf, winged entire

Animals (Cont'd)

E – Moccasinshell, Gulf
E – Monkeyface, Cumberland (pearlymussel)
E – Mouse, Alabama beach
E – Mouse, Perdido Key beach
T – Mucket, orangenacre
E – Mucket, pink (pearlymussel)
E – Mussel, oyster entire range
E – Mussel, scaleshell
E – Panther, Florida
E – Pearlymussel, cracking
E – Pearlymussel, dromedary
E – Pearlymussel, littlewing
E – Wartyback, white (pearlymussel)
E – Pebblesnail, flat
E – Pigtoe, oval
E – Pigtoe, dark
E – Pigtoe, finerayed
E – Pigtoe, flat (=Marshall's mussel)
E – Pigtoe, heavy (=Judge Tait's mussel)
E – Pigtoe, rough
E – Pigtoe, shiny
E – Pigtoe, southern
E – Pimpleback, orangefoot (pearlymussel)
E – Pink, ring (mussel)
T – Plover, piping
E – Pocketbook, shinyrayed
T – Pocketbook, finelined
E – Riffleshell, tan
E – Riversnail, Anthony's
T – Rocksnail, painted
E – Rocksnail, plicate
T – Rocksnail, round
T – Salamander, frosted flatwoods
T – Salamander, Red Hills
T – Sculpin, pygmy
E – Sea turtle, green except where endangered
E – Sea turtle, hawksbill
(Continued on next page)

FIGURE 6.1 (Cont'd)

ENDANGERED/THREATENED SPECIES LISTING

ALABAMA (Cont'd)

The Federally Endangered (E)/Threatened (T) Species in the State of Alabama are as follows:

Animals (Cont'd)

T – Moccasinshell, Alabama
E – Moccasinshell, Coosa
E – Sea turtle, Kemp's ridley
E – Sea turtle, leatherback
T – Sea turtle, loggerhead
T – Shiner, blue
E – Shiner, Cahaba
E – Shiner, Palezone
E – Shrimp, Alabama cave
T – Slabshell, Chipola
E – Snail, armored
E – Snail, tulotoma (=Alabama live-bearing)
T – Snake, eastern indigo
E – Stirrupshell
E – Stork, wood
T – Sturgeon, Alabama
T – Sturgeon, Gulf
T – Tortoise, gopher
E – Turtle, Alabama redbelly
T – Turtle, flattened musk
E – Wartyback, white
E – Whale, finback
E – Whale, humpback
E – Wolf, gray
E – Woodpecker, red-cockaded

Plants – 17 species

T – Little amphianthus
T – Price's potato-bean
T – American hart's tongue fern
E – Morefield's leather-flower
E – Chaffseed, American
E – Leafy prairie-clover
E – Leather Flower, Alabama
*
E – Pondberry
T – Mohr's Barbara's buttons
E – Harperella
T – Kral's water-plantain
E – Green pitcher-plant
E – Alabama canebrake pitcher-plant
E – Gentian pinkroot
T – Alabama streak-sorus fern
E – Relict trillium
E – Tennessee yellow-eyed grass

FIGURE 6.1 (Cont'd)

ENDANGERED/THREATENED SPECIES LISTING

GEORGIA

The Federally Endangered (E)/Threatened (T) Species in the State of Georgia are as follows:

Animals – 49 species

E – Acornshell, southern
T – Bankclimber (mussel), purple
E – Bat, gray
E – Bat, Indiana
E – Beetle, American burying
T – Chub, spotfin
E – Clubshell, ovate
E – Clubshell, southern
E – Combshell, upland
E – Curlew, Eskimo
E – Darter, amber
T – Darter, Cherokee
E – Darter, Etowah
T – Darter, goldline
T – Darter, snail
E – Kidneyshell, triangular
E – Lioplax, cylindrical (snail)
E – Logperch, Conasauga
E – Manatee, West Indian
T – Moccasinshell, Alabama
E – Moccasinshell, Coosa
E – Moccasinshell, Gulf
E – Moccasinshell, Ochlockonee
E – Mussel, oyster entire range
E – Panther, Florida
E – Pigtoe, oval
E – Pigtoe, southern
T – Plover, piping
E – Pocketbook, shinyrayed
T – Pocketbook, finelined
E – Riversnail, Anthony's
T – Salamander, frosted flatwoods
T – Sea turtle, green
E – Sea turtle, hawksbill
E – Sea turtle, Kemp's ridley
E – Sea turtle, leatherback
T – Sea turtle, loggerhead
T – Shiner, blue
T – Snake, eastern indigo
E – Stork, wood
T – Sturgeon, gulf
E – Sturgeon, shortnose
E – Three-ridge (mussel), fat
E – Whale, finback
E – Whale, humpback
E – Whale, right
E – Wolf, gray
E – Woodpecker, ivory-billed
E – Woodpecker, red-cockaded

Plants – 22 species

T – Amphianthus, little
T – Button, Mohr's Barbara
E – Campion, fringed
E –Chaffseed, American
E – Coneflower, smooth
E – Dropwort, Canby's
E – Grass, Tennessee yellow-eyed
E – Harperella
T – Pink, swamp
E – Pitcher-plant, green
T – Pogonia, small whorled
E – Pondberry
E – Quillwort, black-spored
E – Quillwort, mat-forming
E – Rattleweed, hairy
E – Skullcap, large-flowered
T – Spiraea, Virginia
E – Sumac, Michaux's
E – Torreya, Florida
E – Trillium, persistent
E – Trillium, relict
T – Water-plantain, Kral's

FIGURE 6.1 (Cont'd)

ENDANGERED/THREATENED SPECIES LISTING

TENNESSEE

The Federally Endangered (E)/Threatened (T) Species in the State of Tennessee are as follows:

Animals – 68 species

E – Acornshell, southern
E – Bat, gray
E – Bat, Indiana
E – Bean, Cumberland (pearlymussel)
E – Bean (mussel), purple
E – Beetle, American burying
E – Blossom, green (pearlymussel)
E – Blossom, turgid (pearlymussel)
E -- Blossom, yellow (pearlymussel)
E – Catspaw (=purple cat's paw pearlymussel)
T – Chub, slender
T – Chub, spotfin(=turquoise shiner)
E – Clubshell Entire Range
E – Clubshell, ovate
E – Clubshell, southern
E – Combshell, Cumberlandian
E – Combshell, upland
E – Crayfish, Nashville
E – Curlew, Eskimo
T – Dace, blackside
E – Darter, amber
E – Darter, bluemask (=jewel)
E – Darter, boulder (=Elk River)
E – Darter, duskytail
T – Darter, goldline
T – Darter, slackwater
T – Darter, snail
E – Elktoe, Appalachian
E – Elktoe, Cumberland
E – Falcon, American peregrine
E – Fanshell
E – Kidneyshell, triangular
E – Lampmussel, Alabama
E – Lilliput, pale (pearlymussel)

Animals (Cont'd)

E – Logperch, Conasauga
E – Madtom, pygmy
E – Madtom, Smoky
T – Madtom, yellowfin
E – Marstonia (snail), royal (=obese)
E – Moccasinshell, Coosa
E – Monkeyface, Appalachian (pearlymussel)
E – Monkeyface, Cumberland (pearlymussel)
E – Mucket, pink (pearlymussel)
E – Mussel, oyster
E – Mussel, scaleshell
E – Pearlymussel, birdwing
E – Pearlymussel, cracking
E – Pearlymussel, dromedary
E – Pearlymussel, littlewing
E – Pigtoe, Cumberland (=Cumberland pigtoe mussel)
E – Pigtoe, finerayed
E – Pigtoe, rough
E – Pigtoe, shiny
E – Pigtoe, southern
E – Pimpleback, orangefoot (pearlymussel)
E – Puma, eastern
E – Rabbitsfoot, rough
E – Riffleshell, tan
E – Ring, pink (mussel)
E – Riversnail, Anthony's
T – Shiner, blue
T – Snail, painted snake coiled forest
E – Spider, spruce-fir moss
E – Squirrel, Carolina northern flying
E – Sturgeon, pallid
E – Tern, least
E – Wartyback, white
E – Wolf, gray

FIGURE 6.1 (Cont'd)

ENDANGERED/THREATENED SPECIES LISTING

TENNESSEE (Cont'd)

The Federally Endangered (E)/Threatened (T) Species in the State of Tennessee are as follows:

Plants – 19 species

E – Aster, Ruth's golden
E – Avens, spreading
E – Bladderpod, Spring Creek
E – Bluet, Roan Mountain
E – Chaffseed, American
E – Coneflower, Tennessee purple
T – Fern, American hart's-tongue
T – Goldenrod, Blue Ridge
E – Grass, Tennessee yellow-eyed
E – Lichen, rock ghome
E – Pitcher-plant, green
T – Pogonia, small whorled
T – Potatoe-bean, Price's
E – Prairie-clover, leafy
E – Rock-cress, Braun's
T – Rosemary, Cumberland
E – Sandwort, Cumberland
T – Skullcap, large flowered
T – Spiraea, Virginia

FIGURE 6.1 (Cont'd)

ENDANGERED/THREATENED SPECIES LISTING

SOUTH CAROLINA

The Federally Endangered (E)/Threatened (T) Species in the State of South Carolina are as follows:

Animals – 23 species

E – Bat, Indiana
E – Beetle, American burying
E – Curlew, Eskimo
E – Heelsplitter, Carolina
E – Panther, Florida
T – Plover, piping
E – Puma, eastern
T – Salamander, frosted flatwoods
T – Sea turtle, green
E – Sea turtle, hawksbill
E – Sea turtle, Kemp's ridley
E – Sea turtle, leatherback
T – Sea turtle, loggerhead
T – Snake, eastern indigo
E – Stork, wood
E – Sturgeon, shortnose
E – Warbler, Bachman's
E – Whale, finback
E – Whale, humpback
E – Whale, right
E – Wolf, gray
E – Woodpecker, ivory-billed
E – Woodpecker, red-cockaded

Plants – 19 Species

T – Amaranth, seabeach
T – Amphianthus, little
E – Arrowhead, bunched
E – Coneflower, smooth
E – Chaffseed, American
E – Dropwort, Canby's
T – Gooseberry, Miccosukee
E – Harperella
T – Heartleaf, dwarf-flowered
E – Loosestrife, rough-leaved
T – Pink, swamp
E – Pitcher-plant, mountain sweet
T – Pogonia, small whorled
E – Pondberry
E – Quillwort, black-spored
E – Sumac, Michaux's
E – Sunflower, Schweinitz's
E – Trillium, persistent
E – Trillium, relict

FIGURE 6.1 (Cont'd)

ENDANGERED/THREATENED SPECIES LISTING

NORTH CAROLINA

The Federally Endangered (E)/Threatened (T) Species in the State of North Carolina are as follows:

Animals – 36 species

E – Bat, Indiana
E – Bat, Virginia big-eared
E – Beetle, American burying
E – Butterfly, Saint Francis' satyr
E - Cahow
T – Chub, spotfin (=turquoise shiner)
E – Curlew, Eskimo
E – Elktoe, Appalachian
E – Heelsplitter, Carolina
E – Mussel, oyster
E – Pearlymussel, littlewing
T – Plover, piping
E – Puma, eastern
E – Riffleshell, tan
E – Sawfish, smalltooth
T – Sea turtle, green
E – Sea turtle, hawksbill
E – Sea turtle, Kemp's ridley
E – Sea turtle, leatherback
T – Sea turtle, loggerhead
E – Shiner, Cape Fear
T – Silverside, Waccamaw
T – Snail, noonday
E – Spider, spruce-fir moss
E – Spinymussel, Tar River
E – Squirrel, Carolina northern flying
E – Sturgeon, shortnose
T – Tern, roseate
E – Wedgemussel, dwarf
E – Whale, finback
E – Whale, humpback
E – Whale, right
E – Whale, sperm
E – Wolf, gray
E – Woodpecker, ivory-billed
E – Woodpecker, red-cockaded

Plants – 27 Species

T – Amaranth, seabeach
E – Arrowhead, bunched
E – Avens, spreading
E – Bittercress, small-anthered
T – Blazingstar, Heller's
E – Bluet, Roan Mountain
E – Chaffseed, American
E – Coneflower, smooth
E – Dropwort, Canby's
T – Goldenrod, Blue Ridge
E – Harperella
T – Heartleaf, dwarf-flowered
T – Heather, mountain golden
E – Irisette, white
T – Joint-vetch, sensitive
E – Lichen, rock gnome
E – Loosestrife, rough-leaved
E – Meadowrue, Cooley's
T – Pink, swamp
E – Pitcher-plant, green
E – Pitcher-plant, mountain sweet
T – Pogonia, small whorled
E – Pondberry
E – Sedge, golden
T – Spiraea, Virginia

E – Sunflower, Schweinitz's

FIGURE 6.1 (Cont'd)

ENDANGERED/THREATENED SPECIES LISTING

VIRGINIA

The Federally Endangered (E)/Threatened (T) Species in the State of Virginia are as follows:

Animals – 50 species

E – Bat, gray
E – Bat, Indiana
E – Bat, Virginia big-eared
E – Bean, Cumberland
E – Bean, purple
T – Beetle, American burying
E – Blossom, green (pearlymussel)
T – Chub, slender
T – Chub, spotfin (=turquoise shiner)
E – Combshell, Cumberlandian
E – Curlew, Eskimo
E – Darter, duskytail
*
E – Fanshell
E – Isopod, Lee County cave
T – Isopod, Madison Cave
E – Logperch, Roanoke
T – Madtom, yellowfin
E – Monkeyface, Appalachian (pearlymussel)
E – Monkeyface, Cumberland (pearlymussel)
E – Mucket, pink (pearlymussel)
E – Mussel, oyster
E – Pearlymussel, birdwing
E – Pearlymussel, cracking
E – Pearlymussel, dromedary
E – Pearlymussel, littlewing
E – Pigtoe, finerayed
E – Pigtoe, rough
E – Pigtoe, shiny
T – Plover, piping
E – Puma, eastern
E – Rabbitsfoot, rough
E – Riffleshell, tan
E – Salamander, Shenandoah
T – Sea turtle, green
E – Sea turtle, hawksbill
E – Sea turtle, Kemp's ridley

Animals (Cont'd)

E – Sea turtle, leatherback
T – Sea turtle, loggerhead
E – Snail, Virginia fringed mountain
E – Spinymussel, James (=Virginia)
E – Squirrel, Delmarva Peninsula fox
E – Sturgeon, shortnose
E – Tern, roseate
T – Tiger beetle, northeastern beach
E – Wedgemussel, dwarf
E – Whale, finback
E – Whale, humpback
E – Whale, right
E – Wolf, gray
E – Woodpecker, red-cockaded

Plants – 15 species

T – Amaranth, seabeach
T – Birch, Virginia round-leaf
E – Bittercress, small-anthered
E – Bulrush, Northeastern
E – Chaffseed, American
E – Coneflower, smooth
T – Joint-vetch, sensitive
E – Mallow, Peter's Mountain
T – Orchid, eastern prairie fringed
T – Pink, swamp
T – Pogonia, small whorled
E – Rock-cress, shale barren
T – Sneezeweed, Virginia
T – Spiraea, Virginia
E – Sumac, Michaux's

FIGURE 6.2

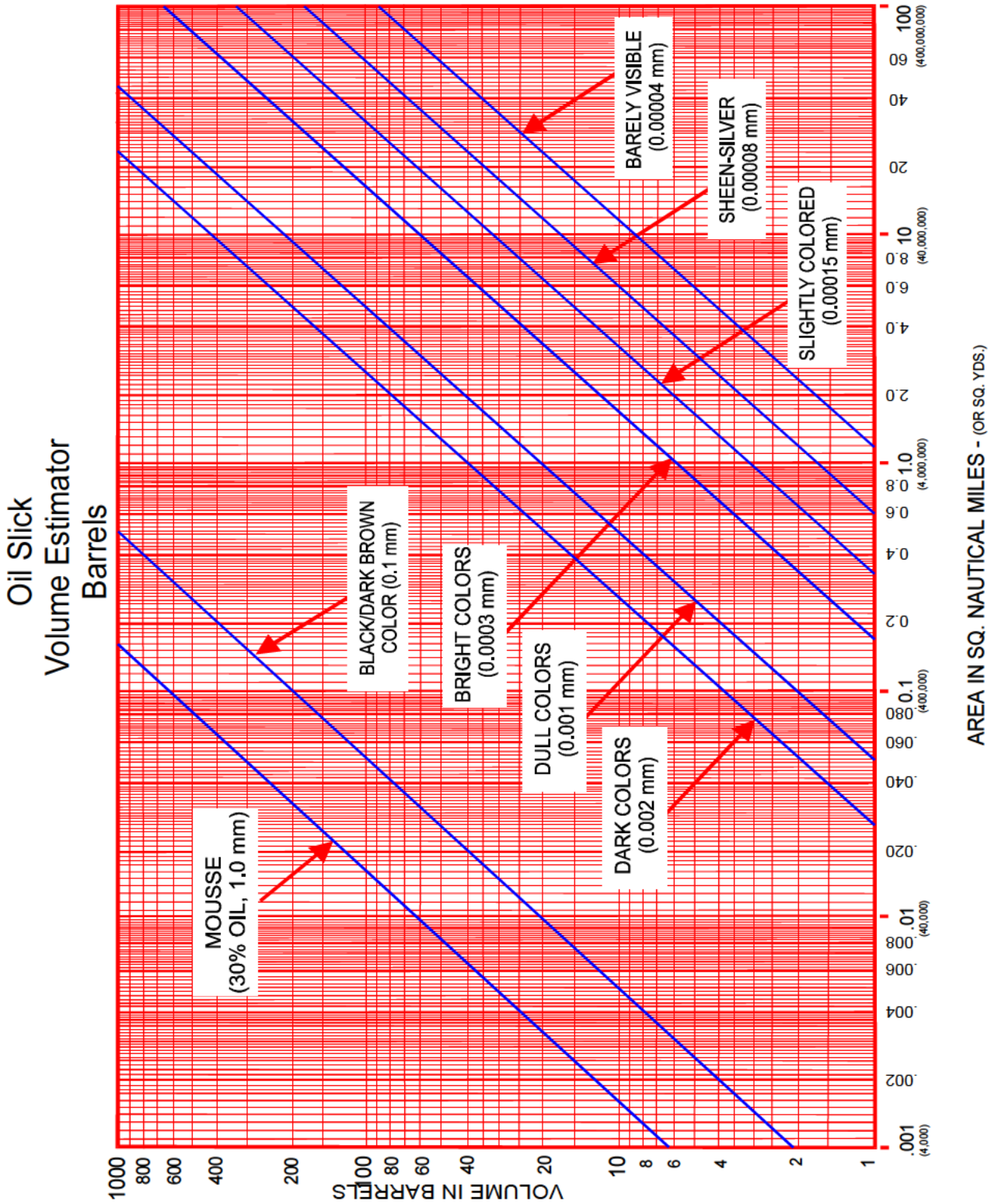
Oil Slick
Volume Estimator
Barrels
BARELY VISIBLE
(0.00004 mm)
SHEEN-SILVER
(0.00008 mm)
SLIGHTLY COLORED
(0.00015 mm)
BLACK/DARK BROWN
COLOR (0.1 mm)
BRIGHT COLORS
(0.0003 mm)
DULL COLORS
(0.001 mm)
DARK COLORS
(0.002 mm)
MOUSSE
(30% OIL, 1.0 mm)
VOLUME IN BARRELS
1000
800
600
400
200
100
80
60
40
20
10
8
6
4
2
1
AREA IN SQ. NAUTICAL MILES - (OR SQ. YDS.)
.001 (4,000)
.002
.004
.006
.008
.01 (40,000)
.020
.040
.060
.080
0.1 (400,000)
0.2
0.4
0.6
0.8
1.0 (4,000,000)
2.0
4.0
6.0
8.0
10 (40,000,000)
20
40
60
100 (400,000,000)

FIGURE 6.3

Mississippi Geographic Specific Tatical Response Plan

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EMERGENCY RESPONSE
SITE SAFETY AND HEALTH PLAN

_____

_____

_____

(Site Identification)

AFE # _____

Date _____

(NOTE: See end of table of contents Page 1. for instructions for onsite completion of the Site Safety Plan Summary (Exhibit "A").

EMERGENCY RESPONSE
SITE SAFETY AND HEALTH PLAN

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EMERGENCY RESPONSE
SITE SAFETY AND HEALTH PLAN

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This Safety and Health Plan is part of the overall Oil Spill Recovery Contingency Plan (OSRCP) for the Plantation Pipe Line system. The OSRCP contains additional information that supplements this document. The instructions for on-site completion of the Site Safety Plan Summary listed below are based upon the assumption that all authorized personnel filling an onsite role in Kinder Morgan's (KM) Emergency Response Team (ERT) (including contractor personnel) have become familiar with this Site Safety and Health Plan as part of their pre-emergency preparedness training. The Site Safety Plan Summary (Exhibit "A") is to be used to document those safety conditions, concerns, test results as part of the overall Site Safety and Health Plan. Personnel needing access to the site areas who are not already familiar with this Site Safety and Health Plan shall become familiar with the entire Plan before entering the emergency site. The site characteristics specific to this incident (including the items listed below) shall be discussed with all personnel before site entry.

Instructions for on-site completion of the Site Safety Plan Summary (Exhibit "A"):

1. Complete the incident command system listing as needed on **Page 4**.

2. Note which products and hazards exist onsite on **Page 1**.

3. Note Monitoring Results that exist on site on **Page 2**.

4. Complete the site description and evacuation route description on **Page 3**.

5. Complete the local emergency responder notification list on **Page 1** from the information provided in Appendix B, C or D-4 of the OSRCP . Ensure that local emergency fire and medical personnel have been placed on standby.

6. Conduct a "tailgate" safety meeting(s) with all individuals to review site specific safety considerations prior to their entry into potentially hazardous areas.

7. Have all authorized onsite personnel sign the Employee Certification on **Page 4**.

EMERGENCY RESPONSE SITE SAFETY AND HEALTH PLAN

A. Introduction

Employees are occasionally exposed to petroleum products by the very nature of the Company's operations. Through on-going training employees are familiarized with the characteristics of these products as they relate to safety and health. This Site Safety and Health Plan has been written to bring all elements into focus as they relate to employees and others responding to emergencies.

The Plan will be used at each emergency response operation. The portions specific to each emergency site shall be completed by the On-Scene Commander (OSC)/Site Safety Office prior to site entry. Each employee and contract employee working at the site shall become familiar with this document as part of their pre-emergency preparedness training and shall sign the "Employee Certification" (Section "S") at the emergency site. The completed Plan will remain at the site for the duration of the emergency response (see Section "O") and shall be included in the AFE file at the completion of the emergency response. Questions relative to personnel health and safety will be brought to the attention of the Site Safety Officer. Additional copies of this Site Safety and Health Plan for use at each emergency response site may be obtained from any OSRCP or the Kinder Morgan intranet.

This site specific Emergency Response Safety and Health Plan shall be in effect for the duration of the emergency response (see Section "O"). Employees and contract personnel specifically summoned to the job site for emergency response activities shall be considered "authorized" to enter the emergency site subject to the additional considerations below. All personnel, regardless of the company for which they are employed, are subject to the requirements of this plan, unless covered by a comparable plan which is in compliance with 29 CFR 1910.120 ("HAZWOPER").

Kinder Morgan's policy is that KM ERT members may only participate in cleaning up Level C or D incidents. Contract ERT's will be used to cleanup spills determined to be Level B or higher. A determination will be made by the OSC on an incident by incident basis as to whether KM or Contract ERT personnel need to respond to the spill.

B. First-On-The-Scene

The first Company ERT employee arriving at an emergency site who is a member of the ERT takes the necessary action to apprise the situation, gather information and coordinate evacuation before the arrival of the (OSC).

"First-on-the-scene" employees who do not meet the above qualification or ERT employees who do not have the proper equipment available onsite should restrict their activities to the following:

EVACUATE the area of immediate danger

GET HELP by notifying qualified KM responders for assistance: (800) 510-5678

ADVISE others to evacuate or avoid the immediate area of danger (or assist local emergency responders in this activity)

DOCUMENT events while remaining nearby (but at a safe distance from) the emergency site to provide information to responders as they arrive.

Employees who have informed the incident command structure of an emergency, who have adequate PPE and training in the procedures they are to perform, and who employ the buddy system, may take limited action in the danger area (e.g., turning a valve) before the ERT arrives. Once the ERT arrives, these employees would be restricted to the actions that their training level allows.

This limited action assumes that the ERT is on its way, their arrival is imminent, and that the action taken is necessary to prevent the incident from increasing in severity (i.e., to prevent a catastrophe). The employee is not allowed to take action beyond what they have been trained to do.

The OSC should designate a qualified employee to act as Site Safety Office or personally assume the duties of Site Safety Officer. If the incident is small (can be handled by two ERT members with two additional backup personnel), the OSC may personally take the additional role as Site Safety Officer. If the spill is large and requires more than four responders, then the OSC will assign a Site Safety Officer.

The roles of OSC and Site Safety Officer should be transferred according to Appendix A-4 of the OSRCP. Record the Incident Command System structure on the Site Safety Plan Summary (Exhibit "A"), including relief personnel, as needed. If additional changes are needed, continue personnel listing on page 4 of the Site Safety Plan Summary.

C. Hazard Evaluation

The following hazardous materials are known or suspected to be at the emergency site (check where appropriate on the Site Safety Plan Summary (Exhibit "A"):

- ☐ Gasoline
- ☐ JP-8
- ☐ LPG
- ☐ Kerosene/Jet-A/Turbine Fuels
- ☐ Diesel Fuel
- ☐ Heating Oil
- ☐ Biodiesel
- ☐ Ethanol
- ☐ Other
- ☐ Combination of the above listed materials (Check materials above suspected to be in combination)
- ☐ Other materials at the emergency site contaminated with any of the above materials (such as soils)

The primary hazards at Plantation Pipe Line Company are; (check where appropriate):

- ☐ Explosion
- ☐ Fire
- ☐ Lack of Oxygen (Symptoms: headache, dizziness, weakness, loss of coordination)
- ☐ Inhalation (Symptoms: headache, dizziness, loss of appetite, weakness, loss of coordination)
- ☐ Ingestion or Skin Absorption (Symptoms: skin irritation)

VAPOR CLOUD -- Vapor clouds are generally considered to be the greatest potential hazard at the emergency site due to their ignitability and lack of oxygen. Vapor clouds are most common around products with lower flash points. It is important to realize that the only proper action in the presence of a vapor cloud is to immediately evacuate the area and advise others in the area of the danger. Never enter a vapor cloud under any circumstances.

Even when no visible vapor cloud is present, an explosive gas survey shall be conducted before entering any suspect emergency area. Consult Section IIIC of the OSRCP as needed for specific vapor control procedures.

FIRE -- Fire is probably the next greatest hazard at Company emergency response sites. Fire prevention and protection techniques shall be instituted on site to minimize sparks. Smoking is prohibited within the vicinity of any containment, repair and cleanup activities during emergency response operations. Utilization of tools requiring open flames shall be prohibited when combustible vapors exceed 10% of L.E.L. Emergency evacuation routes shall be selected by the OSC and the Site Safety Officer and discussed with employees prior to initiating any work.

If a fire occurs, ERT members must use their own judgement as to the proper course of action. If the fire is minor and can be safely controlled with an extinguisher, an attempt should be made to extinguish it before contacting the designated Fire Department - particularly if a delay in extinguishing the fire would enable it to become a major fire. However, employees shall at no time put their own safety or the safety of others in jeopardy attempting to extinguish a fire. If a fire occurs that does not meet the above description, employees should evacuate the area immediately and contact the designated Fire Department. Prior to entry, non-company fire fighters should be briefed by on site commander or their designee concerning site hazards.

CONFINED SPACES -- A confined space is defined by 29 CFR 1910.146 as a space that:

1) is large enough and so configured that an employee can enter bodily and perform assigned work;
2) has limited or restricted means for entry or exit (examples are tanks, valve pits, electrical pull boxes and excavations for maintenance or repair activities over four feet in depth); and
3) is not designed for continuous employee occupancy.

Employees must be cautious around confined spaces where the presence of vapors can reduce the amount of oxygen in the immediate atmosphere below safe levels or result in a buildup of toxic or flammable vapors. ERT members can not enter confined spaces determined to have low oxygen areas, areas of unknown oxygen levels or other atmospheric hazards. Activities which must be conducted within confined space areas must be conducted in accordance with Kinder Morgan's confined space procedures (instructions regarding confined space entry).

AROMATICS- The major aromatic constituents of gasoline (benzene, toluene, ethyl benzene and xylene) may also be expected on the site. Of these, benzene is considered to be the most toxic. One characteristic effect of gasoline and its aromatic components is the ability to irritate the skin through repeated or prolonged exposure.

Benzene can enter the body through inhalation, ingestion and skin contact. Studies have noted that chronic (prolonged) exposure to benzene vapor can produce neurotoxic and blood

system effects. Other effects can include headache, dizziness, nausea, convulsions, coma and possible death if exposure is not reversed. OSHA lists benzene as a human carcinogen. NIOSH recognizes an association between chronic exposures to benzene and the development of certain types of leukemia. Employees must be wearing the appropriate level of protective gear defined below (see Section "J") to enter a high benzene area or an area of unknown benzene levels. The OSC will follow site entry procedures (See section “E”) requiring air monitoring before selecting the appropriate level of protection.

LP GAS **(not currently transported on the Plantation system)** - LP gas (Propane and Butane) is currently transported by the Company on the 12" PGG Line from Pascagoula Station through McLain Station to Hattiesburg Terminal and in the 8" Line between Hattiesburg Terminal and Petal Terminal in Mississippi. LPG vaporizes rapidly and completely when released into the atmosphere. These vapors are odorless, invisible, heavier than air (thus tending to remain close to the ground and collect in low areas) and are highly flammable, even over large areas. LPG is a refrigerant that may cause frostbite if spilled on skin or clothing, and will cause asphyxiation if breathed for any period of time. Refer to Part D of Section III of the OSRCP on further instructions regarding handling of an LPG spill. *The Emergency Response Guidebook, Table of Isolation and Protective Action Distances* along with air monitoring equipment will be used to assess the extent and coverage of the vapor cloud and to determine hazardous areas.

HAZARD COMMUNICATIONS PROGRAM

Hazardous substance fact sheets or Material Safety Data Sheets (MSDS) on gasoline, kerosene, fuel oil, and diesel oil will be provided on each Company emergency response trailer and be kept on site. Any person needing specific information on any of the chemicals listed above should contact the Site Safety Officer.

Proper training in the handling of all substances on site must be performed as part of pre-emergency planning (see Section "P"). The importance of proper training cannot be over-stressed.

D. Site Establishment

The OSC shall ensure that an assessment of the emergency site is carried out from a safe and prudently distant location to determine the magnitude of the emergency and the type of product spilled if possible. The OSC shall develop an initial work plan to contain the emergency as described in Section IIIA of the OSRCP. No authorized personnel shall enter an emergency site without following the initial site entry procedures below (see Section "E"). Unauthorized personnel will be restricted from access within the ER area of contamination (Hot and Warm Zones).

If unauthorized personnel are already at the emergency site when Company emergency responders arrive, an attempt should be made (with the assistance of local law enforcement if necessary) to remove all unauthorized personnel from the area of potential danger . Immediately after the hazard assessment of the emergency site is performed, any pertinent safety-related concerns should be relayed to both authorized and unauthorized individuals on site.

E. Site Entry

Before approaching the source point of a product release or any other area that exposes employees to hazardous materials, the OSC shall ensure that all the procedures listed below in this section are reviewed and applied to the emergency site to be entered. *The Emergency Response Guidebook, Table of Isolation and Protective Action Distances* along with air monitoring equipment will be used to assess the extent and coverage of the release area (includes HVL vapor clouds) and to determine hazardous areas.

1. Explosive Gas/Oxygen Deficiency/Hazardous Vapor Survey

Before entry into any emergency site or before beginning of work each day at an emergency site an oxygen deficiency and explosive gas survey shall be conducted and readings logged on the Site Safety Plan Summary, Page 2 (Exhibit "A") by either a Kinder Morgan ERT member or Contract ER person.

Work may commence under the following situations:

Situation 1:
If oxygen is within normal ranges, there are no explosive vapors and hazardous vapor levels are below 10 ppm benzene and 750 ppm total hydrocarbons.

Situation 2:
If explosive levels are registered between 10% and 20% L.E.L., ERT workers shall refrain from all activities that could potentially produce a source of ignition (sparks or open flames). KM ERT members must leave the hot zone because they are only allowed to wear Level C – Air-Purifying Respirators (APR). Explosive vapors above 10% most probably would result in airborne hazardous hydrocarbon vapor levels above 1000 ppm, which is prohibited for cartridge respirators. Contract ERT must be summoned to handle the incident in Level B protection.

Situation 3:
If explosive vapors register over 20% L.E.L. then work shall halt and ERT contractors shall move out of the immediate work area. Air blowers or other methods shall be used to remove minimize the explosive vapors. Work shall not recommence until explosive levels are below safe levels.

2. Initial Entry

Initial entry is defined as:

a) First entry into an emergency site to perform the initial site air monitoring survey

b) Subsequent entries into designated Hot, Warm or Cold Zones (see Item 4 below) and confined spaces (see Section "C") when site conditions could reasonably be anticipated to have changed.

Before approaching the source point of a product release or any other area that exposes employees to hazardous substances, the OSC shall request that contract ERT employees conduct an initial air monitoring survey (see Section "H") using Level B personal protective equipment (PPE) (see Section "J") and the Buddy System (see item 3 below). The initial air monitoring survey should be used to establish Hot, Warm and Cold Zones at the emergency site as defined in item 4 below. Initial entry into Hot, Warm or Cold Zones is prohibited unless approved by the OSC or the Site Safety Officer.

Exception:

If an emergency incident occurs where it is known in advance (i.e. from scheduling) that the spilled product completely consists of high flash point materials (specifically: diesel fuel, heating oil or JP-5), or that the spilled product consists of kerosene, Jet-A or turbine fuel when the ambient air temperature is below 85 degrees F., then the initial site entry air monitoring requirements may be performed by KM ERT members wearing Level C protection . The OSC shall decide if KM ERT members will conduct the air testing under these special conditions. The OSC may assist in conducting the initial air monitoring survey if qualified to do so.

If the spill is known or suspected to involve any other products or to be mixed with any other products, or if the spilled product is being sprayed, misted or otherwise agitated to the point where vapors obviously exist, then the initial air monitoring survey consisting of all four tests shall be performed. **Do not rely solely on your sense of smell to determine the identity of a product.** Monitoring is required in **all** cases prior to entering a confined space (see item 5).

3. The Buddy System

For the purposes of making an Initial Entry into any area of an emergency site, or subsequent entry into a Hot Zone (see item 4 below), and for conducting all subsequent activities within a Hot Zone, the Buddy System shall be utilized. The Buddy System shall consist of at least one Observer and at least one Buddy Team. At least one extra emergency backup ERT member will be onsite in addition to the Observer to assist in any rescue attempts.

a) The Observer

Prior to entry, a properly trained Observer must be designated who shall remain outside of the Hot Zone. The Observer shall have on hand the appropriate PPE to enter the Hot Zone and shall remain in contact (either visually or by radio) with the Buddy Team the entire time that they are in the Hot Zone. It will be the Observer's primary responsibility to summon help before entering the Hot Zone to provide aid in any rescue attempts. No rescue attempts should be made until the situation which caused a need for a rescue has been identified and made safe. Rescue attempts should only be made when there is no chance of endangering the safety of additional personnel. Under no circumstances shall the Observer enter the Hot Zone unless they/ are properly trained in first aid and other suitable rescue procedures and they have / donned the appropriate equipment.

b) The Buddy Team

Prior to entry, all individuals on the Buddy Team must be properly trained in the use of the required PPE. No individual shall proceed into the Hot Zone alone. Groups of two or more Team members and a qualified Observer shall be present before any attempt at entry shall be permitted. Of this group, two or more Team members shall don the appropriate PPE and enter the area. Each Team member shall have a designated partner who shall enter the zone with him/her. Each Team Member is responsible for providing his/her partner assistance, observing his/her partner for signs and symptoms of exposure, periodically checking the integrity of his/her partner's protective clothing and equipment, and notifying the Observer if the need for emergency assistance arises. At no time during the period inside the Hot Zone should these designated partners be out of contact with one another. Team members shall always stay within sight and voice distance of one another.

4. Hot, Warm and Cold Zones

Hot, Warm and Cold Zones shall be established in order to contain the release of petroleum products within the smallest areas possible. Hot, Warm and Cold Zones shall be established based on ambient air data and proposed work to be performed. The zones will be documented on Page 3 of the Site Safety Plan Summary (Exhibit "A"). The following requirements are noted for these zones:

a) Hot Zone(s)

The Hot Zone is a specific area or several areas in which air monitoring has determined that an atmospheric hazard exists which requires Level B, C, or D PPE (see Sections "I & J"). In addition, other areas which the OSC or Site Safety Officer have determined to be unsafe for entry shall also be designated as a Hot Zone. All designated Hot Zones will include areas where a significant fire hazard exists, or areas where a significant risk of skin exposure to hazards exists at the emergency site. All uncontrolled hazardous materials at the emergency site shall be included within this zone. The zone will be extended far enough by the OSC to prevent adverse effects from the spilled product.

All Hot Zones shall be isolated by a Warm Zone. Hot Zones shall be delineated with safety ribbon, signs or barricades to the fullest extent possible. Only employees with the proper HAZWOPER training (or exceptions as defined by HAZWOPER) and after the donning of the proper PPE (see Section "J") shall be allowed entry into a Hot Zone. Entry into Hot Zones shall be permitted only in exceptional cases at the discretion of the OSC and Site Safety Officer. Entry into Hot Zones containing confined spaces is permitted only after completing a confined space entry permit (see Exhibit B). Access to Hot Zones shall be controlled to the fullest extent possible to restrict all unauthorized entry.

b) Warm Zone(s)

Warm Zones shall completely surround a the Hot Zones, where possible. The Warm Zone itself is surrounded by the Cold Zone . The Warm Zone acts as a buffer between the Hot and Cold Zones and is the point where decontamination occurs. All decontamination operations shall be conducted within Warm Zones, as close as practical to the entry /exit point of work areas where contamination is likely to occur. The size of the zone depends on the product spilled, size and location of the spill, wind speed and direction, and other variables. This zone will be determined by the OSC based on the above variables and air monitoring data. The Warm/Hot Zone border is established where the airborne levels are still at background. Decontamination shall be performed upwind of the spill.

Whenever practical, the Warm Zone should be delineated with safety ribbon, signs or barricades to help restrict access and to protect onsite personnel from accidental exposure. Only individuals with the proper HAZWOPER training (or exceptions as defined by HAZWOPER) and Standard PPE (see Section "J") shall be allowed to enter an emergency site Warm Zone. Controlled access points to enter and exit the Hot Zone are established within this zone. The OSC shall be responsible for controlling access to the Warm Zone to the fullest extent possible with the assistance of the Site Safety Officer. The Site Safety Officer is responsible for ensuring that all individuals in the Warm Zone wear Standard PPE

c) Cold Zone(s)

The Cold Zone is the area where support services are provided for the ER. It is that area outside of the Warm and Hot Zones which is considered non-hazardous.

If practical, the Cold Zone should be delineated with safety ribbon, signs or barricades to help restrict access and to protect the general public from accidental exposure. The Command Post will be established within a Cold Zone at the discretion of the OSC. The OSC is responsible for controlling access to the Cold Zone to the fullest extent possible with assistance from the Community Response Coordinator and the OSC Assistant. Personnel who do not have the proper HAZWOPER training should be accompanied whenever possible by properly HAZWOPER trained personnel when entering a Cold Zone to ensure that accidental exposure to hazards do not occur.

By definition, every Company emergency site will require establishment of all three Work Zones. To the extent possible, all Hot Zones should be completely contained within a Warm Zone, and all Warm Zones should be completely contained within a Cold Zone. However, if the emergency site hazards are not severe enough to meet any part of the Hot Zone definition above, then a Hot Zone need not be defined (for example a small diesel spill).

The following system should be used to restrict access to Hazard Zones whenever practical:

Hot Zones	=	red ribbon
Warm Zones	=	yellow ribbon
Cold Zones	=	blue ribbon

General site conditions and levels of airborne contaminants (see Section "I") should be periodically monitored within all three Zones by qualified personnel. Changes in general site conditions or levels of airborne contaminants shall be reported to the Site Safety Officer. The Zones are movable boundaries which may be expanded or contracted under supervision of the Site Safety Officer or the OSC as conditions warrant.

Smoking is not allowed within Warm or Hot Zones.

5. Confined Space Entry

Prior to entry into any confined space as defined in Section "C" of this plan, a determination must be made by the Site Safety Officer as to whether the space is a permit-required confined space (Permit Space). In accordance with Kinder Morgan's safety procedures, a Permit Space is defined as a confined space that has one or more of the following characteristics:

a). Contains or has the potential to contain a hazardous atmosphere;

b). Contains a material that has the potential for engulfing an entrant;

c). Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls...; or

d). Contains any other recognized serious safety hazard.

If a Permit Space requiring entry is present on site, entry shall conform to Kinder Morgan's permit required entry procedures. A confined space entry permit form is included as Exhibit B in this Plan. All trenching and excavation activities shall conform to Kinder Morgan's safety procedures for trenching and excavation.

6. Subsequent Entry

Subsequent entries into and exits from Hot, Warm and Cold Zones shall be made through a single established point of entry whenever possible in order to maintain security and ensure decontamination procedures are carried out as needed (See Section "N").

Emergency evacuations shall not be restricted by this policy provided that after evacuation all employees report to the predetermined location listed in Section "G" to be accounted for.

All personnel are urged to use caution in conducting any of the activities identified above, and to pre-plan their approach to operations conducted in Hot, Warm and Cold Zones.

F. Site Description

(Include hazards, area affected, surrounding population, topography on Exhibit "A" Map)

G. Evacuation Routes

Should an unsafe situation arise, immediately shut down all operations within the Hot, Warm and Cold Zone(s). The emergency alarm air horn shall be provided on each emergency trailer. The air horn should be sounded (one long blast of 15 seconds or longer), and all personnel will evacuate and assemble according to the following plan (Note: ERT members in the Hot and Warm Zones may forego decontamination in event of an emergency evacuation. Decontamination would occur after the ERT members are in a safe location).

The Site Safety Officer shall account for all site personnel immediately after the evacuation is complete. (Note: for familiarity with the air horn during initial site specific briefings, three short blasts shall be used).

Emergency Egress Site Map

Include site map or sketch of the emergency site and evacuation routes on the Site Safety Plan Summary – Exhibit "A".

H. Air Quality Monitoring

1. General

This section governs all air monitoring to be done on site prior to Initial Entry and during containment, repair and cleanup activities during an emergency response operation. Reliable measurement of airborne contaminants is necessary to select appropriate protective equipment. Air monitoring is mandatory prior to Initial Entry into an emergency site and into all Hot Zones (see Section "E", item 2) by properly trained personnel using the buddy system (see Section "E", item 3); and is required in all Confined Spaces by Kinder Morgan policy. Air Monitoring should be performed on an as-needed basis as the job progresses within all Hot, Warm and Cold Zones. Air monitoring shall be performed by a company employee trained in the use of the equipment listed below in Item 2. The OSC is ultimately responsible for ensuring the performance of air monitoring (The Site Safety Officer is empowered to direct the air-monitoring activities defined in this section).

Air monitoring results should be recorded on the Site Safety Summary Plan (see Exhibit "A"). Any changes in the levels of contaminants during periodic air monitoring should be reported to the Site Safety Officer immediately. The Site Safety Officer will then immediately report contaminant level changes to the OSC if the conditions

warrant such a report. The OSC shall determine if an inspection of site conditions to identify the cause of the elevated hazardous levels of air contaminants is necessary and may require changes to reduce or eliminate hazardous conditions. If the elevated levels persist, the OSC will stop all work and remove workers from the work area until conditions are improved (The Site Safety Officer is also empowered to stop all work and remove workers from the emergency site due to unsafe conditions).

2. Equipment

Tests are to be made using:

- Oxygen meter for determining areas deficient or overabundant in oxygen
- Explosimeter for combustible vapor hazards (sufficient oxygen must be present)
- Draeger Colorimetric Indicating Tubes (CIT) or CMS for benzene exposure
- Draeger CIT or CMS or an ATX 612 or like direct reading instrument (DRI) for total hydrocarbon exposure
- ATX 612 or like DRI for Oxygen, LEL, CO and Total Hydrocarbons

3. Records

All equipment utilized for sampling shall be maintained and calibrated as per factory specifications. Repairs and calibration records as well as test results shall be documented. Test results shall include date, time, place of sample, air temperature, weather conditions and a physical description of any hazards that may influence the results of the tests. These records should be kept by the appropriate Maintenance Supervisor in charge of the air monitoring equipment.

I. Air Monitoring Action Levels

The following equipment and actions are mandatory for the various levels of detectable vapors at an emergency site. (Detailed descriptions of each level of PPE are provided in section "J" below). KM ERT members are not allowed to enter sites requiring Level B or above PPE.

1. <u>Oxygen Hazard Action Levels (Oxygen or ATX 612 Like DRI)</u>

0.0% to 19.5% Oxygen:	Level B PPE, KM ERT Immediately withdraw from area
19.5% to 23.0% Oxygen:	Standard PPE
Above 23.0% Oxygen:	Level B, Immediately withdraw from area

2. <u>Combustible Vapor Hazard Action Levels (Explosimeter or ATX 612 or like DRI)</u>

0.0% to 10.0% LEL*:	Standard PPE
10.0% to 20.0% LEL*:	Standard PPE including NOMEX coveralls (cease all activities with spark/ignition potential), KM ERT Immediately withdraw from area
Above 20.0% LEL*:	Level B, KM ERT Immediately withdraw from area

*Lower Explosive Level

3. Benzene Exposure Action Levels (Draeger CIT or CMOS Pump)

0.0 to 0.5 ppm:	Standard PPE
0.5 to 10.0 ppm:	Level C PPE
Above 10.0 ppm:	Level B PPE, PPL ERT Immediately withdraw from area

4. Total Hydrocarbon Exposure Action Level (Draeger CIT or CMOS Pump or ATX 612 or like DRI)

0 to 300 ppm:	Standard PPE
300 to 750 ppm:	Level C PPE
750 to 10,000 ppm:	Level B PPE, KM ERT Immediately withdraw from area
Above 10,000 ppm:	Level B, Immediately withdraw from area

All tests required in Section "E" must be performed and the highest level of PPE required by the test results must be selected before work begins in a potentially hazardous area. Record all test results on the Site Safety Plan Summary (see Exhibit "A"). If clarification of any of the action levels as listed above is needed, contact the Site Safety Officer.

J. Personal Protective Equipment

PPE shall be worn by all persons in the Hot or Warm Zones as directed below. Standard Company policies for personnel protection shall be followed elsewhere at the emergency site unless additional equipment is required by the OSC and/or Site Safety Officer. It will be the responsibility of contractors to supply their personnel with the required PPE and to ensure that they are knowledgeable and proficient in its use. All contractor's personnel shall wear the level of PPE requested by Kinder Morgan's OSC and/or Site Safety Officer as a minimum. Kinder Morgan shall remove contractor personnel from the emergency site for failure to wear the proper PPE.

1. Hot Zone PPE Levels

Entry into any area designated as a Hot Zone is prohibited unless approved by the OSC or the Site Safety Officer. Prior to Initial Entry into a Hot Zone, contract personnel shall use Level B PPE (see below) and the Buddy System (see Section "E", Item 3) to conduct an air monitor survey to ensure proper PPE selection. A confined space entry permit (Exhibit B) shall be completed prior to entering Permit Spaces within the Hot Zone as required (see Section "E", Items 4 & 5). All individuals entering a Hot Zone or Permit Space shall be listed on the permit and shall be briefed on the existing hazards prior to entry. All personnel shall use the Buddy System while conducting activities in a Hot Zone.

It is KM policy not to allow KM ERT members to wear Level B or Higher. KM ERT contractors will handle all situations requiring Level B and above.

Based on the air monitoring requirements in Section "H", all personnel entering Hot Zones shall require one of the three PPE Levels listed below. Hot Zone Personnel Protective Equipment shall also be selected in order to prevent skin contact with

hazardous materials. The following levels note minimal PPE that must be worn by ERT contractor personal or KM ERT members. Record zones on the Site Safety Plan Summary (see Exhibit "A").

Level A

HAZWOPER Appendix "B" defines a Level A hazard as requiring "the highest level of protection for skin, eyes and the respiratory system" (i.e. requiring a "totally encapsulating chemical suit" and SCBA). The Company does not consider any of the products presently transported in the system to be hazardous enough to warrant Level A PPE as defined by Appendix "B" of HAZWOPER (Should a situation occur where chemical hazards severe enough to warrant this level of protection are encountered during an emergency response operation, employees shall in all cases evacuate the area immediately).

Level B

Required for Initial Entry as described in Section "E" when type of substance is known (i.e., petroleum products). Required when Total Hydrocarbons register between 750 and 10,000 ppm; or when the percentage of oxygen in the atmosphere falls below 19.5%. Entry into a Level B Hot Zone is further restricted according to Section "E" of the Plan.

Level B PPE – Prohibited for KM ERT

- Approved, positive pressure demand, self-contained breathing apparatus (SCBA).
- Fire-resistant coveralls (Nomex III or equivalent); or
- Tyvex or splash resistant coveralls, if needed

NOTES:

WEAR Nomex if the potential ignition hazard is judged to be greater than the potential splash hazard.

Wear Tyvex if the potential splash hazard is judged to be greater than the potential ignition hazard.

DO NOT WEAR BOTH SUITS SIMULTANEOUSLY

- Inner gloves and outer-chemical-resistant (nitrile) if needed
- Boots, chemical-resistant, if needed
- Hard hat
- Hearing protection, if needed

Level C

Should be selected when the type and concentration of contaminant is known and the proper cartridge for a "half-mask" is available that can remove this contaminant (i.e. benzene between 0.5 & 10 ppm or total hydrocarbons between 50 & 750 ppm). The atmospheric concentration of oxygen must be between 19.5% and 23%. Entry into a Level C Hazard Zone is further restricted according to Section "E" of this plan.

Level C PPE

- Approved, half-mask, air-purifying, cartridge-equipped respirator
- *Fire-resistant coveralls (Nomex III or equivalent); or
- Tyvex or splash resistant coveralls, if needed

NOTES:

WEAR Nomex if the potential ignition hazard is judged to be greater than the potential splash hazard.

Wear Tyvex if the potential splash hazard is judged to be greater than the potential ignition hazard.

DO NOT WEAR BOTH SUITS SIMULTANEOUSLY

- Inner gloves and outer-chemical-resistant (nitrile) if needed
- Boots, chemical-resistant, if needed
- Hard hat
- Eye protection, if needed
- Hearing protection, if needed

* Within Level C Hot Zones, fire-resistant coveralls are required only when combustible vapor levels are above 10% LEL. Anytime the requirement for NOMEX is waived, periodic (preferably continuous) monitoring for explosive vapors and/or changes in conditions must be carried out and PPE changed as appropriate.

No person may be assigned a task requiring the use of respiratory or other personal protection equipment without first being properly trained in its use and limitations. Before wearing of any respiratory protection equipment is permitted, wearer must first complete a fit test, and must be completely aware of fitting procedures.

No person may be assigned a task requiring the use of respiratory equipment where it has been determined that said person has a physical limitation which might result in injury in conjunction with respiratory equipment use. A physician shall be consulted as to individual limitations based on information obtained in baseline physical examinations, and subsequent follow-up examinations.

All respiratory equipment shall be properly fitted to worker(s) who will be using such equipment. All equipment shall be properly cleaned and inspected for worn parts as often as necessary. All equipment shall be cleaned before being worn by different operators.

2. Respirator Change-Out Schedules

Employees wearing 3M 5000 Series Disposable APR's for protection against, hydrocarbons, petroleum products, dusts, and other particulates shall follow a change-out schedule. Based on discussions with our respirator distributor and our Respirator Program Administrator, organic vapor respirators will be scheduled to be changed out under the following situations depending on which event occurs first:

- At the end of each day as per the Benzene Standard,
- If breakthrough (odor, taste, irritation) is noted by the wearer,
- Based on 3M's Service Life Program,
- After each ER if response lasts less than one day.

Respirators shall be changed out also based on airborne concentrations of contaminants as noted below. These change-out times are based on 3M's Service Life Program. Times were based on the Octane mixture calculations. It was assumed that ERT members breathe at a heavy breathing rate (50-60 lpm), 86º F, and >65% RH.

Table 1 - Total Hydrocarbons

Concentration PPM	Change-out Schedule (Minutes)
50	30 hours
100	16 hours
200	9 hours
300	386
400	305
500	243
600	202
700	174
750	162
Greater than 750	Leave Area Immediately

3. Warm Zone PPE

The following equipment should be selected while working within the Warm Zone when the contaminants within the work area are known to be within acceptable respiratory limits. Standard protocol recommends that ERT members within this zone wear equal to or one level lower than personnel in the Hot Zone. Therefore, Level C noted above or Level D PPE should be selected in order to prevent skin contact with hazardous materials.

Level D and Standard PPE

- Standard work clothes
- Fire-resistant coveralls (Nomex III or equivalent) if needed, or
- Tyvex coveralls, if needed

NOTES:

WEAR Nomex if the potential ignition hazard is judged to be greater than the potential splash hazard.

Wear Tyvex if the potential splash hazard is judged to be greater than the potential ignition hazard.

DO NOT WEAR BOTH SUITS SIMULTANEOUSLY

- Inner gloves and outer-chemical-resistant (nitrile) if needed
- Boots, chemical-resistant, if needed
- Hard hat
- Eye protection, if needed
- Hearing protection, if needed

K. Site Security

(b) (7)(F), (b) (3)

[redacted]

L. Onsite Medical Provisions

This section covers all required onsite medical services, hygiene services and information pertaining to area hospitals and clinics that are necessary for treatment of injury.

1. Accident Reporting

Should an accident or injury of any type occur on site, a report of such accident shall be made immediately to the Site Safety Officer.

2. First Aid

A complete industrial first aid kit shall be supplied by Kinder Morgan and each Contractor at the site. Generally, first aid kits are maintained on all emergency response trailers and in most Company vehicles. The Site Safety Officer shall notify all personnel as to the site specific location of first aid kits and proper use of the items in these kits.

3. Site Emergency Notification

The Local Emergency Response Facilities noted on the Site Safety Plan Summary (see Exhibit "A") are state and local police departments, ambulance, rescue units and nearby hospitals and emergency facilities, which shall be maintained by the Community Response Coordinator for use by the Site Safety Officer at the emergency site. The list must include phone numbers and the quickest routes to area emergency facilities if practical.

M. Site Safety Personnel Responsibilities

The responsibilities of company personnel involved in health and safety operations are stated below.

TITLE	SAFETY RESPONSIBILITIES
On Scene Commander	♦ Provides liaison between Business Unit/ Alpharetta and site personnel ♦ Overall responsibility for ensuring that the procedures stated in the Emergency Response Site Safety and Health Plan are followed
OSC or Site Safety Officer	♦ Enforces Emergency Response Site Safety and Health Plan ♦ Periodically inspects and ensures proper maintenance of safety equipment ♦ Knows emergency procedures and evacuation routes ♦ Notifies, when necessary, local public emergency officials ♦ Enforces safety procedures ♦ Dismisses personnel who, by unsafe action, endanger themselves, co-workers, or the public ♦ Manages, documents and coordinates field safety activities ♦ Stops work on site if conditions threaten the health and safety of personnel ♦ Monitors and controls access to site Hot and Warm Zones
Community Response Coordinator	♦ Monitors and helps control access to Cold Zones ♦ Assists with evacuation efforts at emergency

	site ♦ Interfaces with local emergency responders ♦ Completes Local Emergency Response Facilities List
Other Site Personnel	♦ Complies with Emergency Response Site Safety and Health Plan ♦ Safely performs assigned work ♦ Notifies Site Safety Officer of unsafe working conditions

N. Decontamination Procedures

1. General

Decontamination will be required in work areas where respiratory and/or skin protection are necessary or if standard work clothing becomes saturated with petroleum products. Decontamination is performed to protect workers from exposure to dangerous materials and to eliminate the hazard of contaminated equipment and clothing. Following proper decontamination procedures (decon) is as important as donning the appropriate personnel protective gear. If proper decon is not done, many of the protective measures taken while working on site will be useless. All workers on site must always be conscious of the different ways they can be exposed to petroleum products.

Decontamination Stations shall be established as close as is practical to the established point of entry and exit between the Warm and Hot Zones. A tarpaulin should be placed on the ground to contain decontamination activities. Basins large enough to step into should be set up at the station at the beginning of the work day. A sprayer with water, soap and a brush should be available to clean boots, gloves and other personnel protective equipment. Buckets will be provided and filled with soap, water or disinfectant in order to wash gloves and respirators. A suitable drum will be provided for collection of contaminated items. Disposable PPE and clothing will be placed in plastic bags and held for proper disposal. Saturated or contaminated permanent clothing should be placed in plastic bags for vapor-free transport for proper cleaning. Launderer should be advised of the potential hazards of contaminated clothing. Other methods of decontamination may be used if approved by the Site Safety Officer.

The general sequence of steps for removing and cleaning PPE is as follows: (steps will vary depending on Level of Protection selected)

Wash and rinse outer garmet
- Wash gloves and boots
- Rinse gloves and boots
- Remove boots, gloves and outer coveralls
- Wash inner gloves
- Remove respirator or mask
- Wash respirator or mask (discard disposable respirators per change out schedule)
- Remove inner gloves and dispose
- Place disposable items in plastic bags for disposal

- Place permanent items in plastic bags for transport
- Wash hands and face
- If sprayed by petroleum product, shower at earliest convenience and don emergency clothing

All personnel on site are individually responsible for following proper decontamination procedures. The Site Safety Officer or other personnel knowledgeable in decontamination procedures shall monitor designated points of entry and exit to the extent possible to ensure proper decontamination procedures are observed by all personnel exiting a Warm or Hot Zone.
If any questions arise concerning proper decontamination procedures, contact the Site Safety Officer.

2. Decontamination Water

Water for use in decontamination may be brought to the site by emergency responders or obtained locally. For larger emergency response operations, arrangements shall be made with a contractor or local fire department to supply an adequate amount of suitable water.

All water used in decontamination procedures should be stored in portable storage tanks until sufficient amounts are stockpiled to warrant disposal. Larger emergency response operations may require a skid tank in order to provide adequate storage capacity. Wash water disposal shall be coordinated with the Environmental Advisor. The containers used for storage of decon wash water and potable water for drinking purposes shall be properly identified to prevent confusion and possible use by employees for the wrong purposes.

O. Site Discontinuation/Termination

This Emergency Response Site Safety and Health Plan shall remain in effect until emergency response activities are terminated. It shall be the responsibility of the OSC to determine when emergency response activities are completed as defined in HAZWOPER, with the concurrence of the Environmental Advisor. A separate Site Safety and Health Plan shall be prepared if needed to govern any subsequent clean-up activities once emergency response activities are determined to be completed.

P. Training

All onsite workers shall be trained to a level required by their job function and responsibility before they are permitted to work in any emergency related activity which could expose them to dangerous levels of hazardous substances; or equipment, tool and material handling hazards; or fire hazards. Initial and annual refresher training for employees shall be in accordance with Section 4.5 of the Company's OSRCP and shall be documented for each employee trained.

Employers must inform employees during their training that they are to evacuate when they lack the capabilities to respond in a safe manner and in accordance with the standard operating procedures defined in the emergency response plan.

Q. Medical Surveillance Program

1. General

This Section applies to all employees performing repair and cleanup duties who may be exposed to potential health hazards requiring respirators during an emergency response operation.

2. Medical Qualification

Medical Qualification with emphasis on fitness for duty, including the ability to wear required respirators and PPE, must be conducted on all employees before being permitted to work in the hazard zone at an emergency response site. KM's Respiratory Program should be consulted for details. Medical Qualifications shall be performed to update information on employee health status. A termination physical may be performed after the KM ERT member leaves the team. The evaluations shall be free of cost to the employee.

The examining physician was provided with a copy of the OSHA Hazardous Waste Operations and Emergency Response regulations and appendices, a description of the employees' duties, the hazardous materials to which the employee may have been exposed, measured exposure levels, a description of the PPE used by the employee and their previous medical records.

A record of each medical surveillance, including the employee's name and Social Security number, the physician's written opinion and the employer's information provided to the examining physician must be maintained for duration of employment plus 30 years.

Anytime KM ERT members exhibit signs and symptoms of overexposure after working on a spill they are allowed free medical consultation. The employee shall submit to urinary testing and periodic monitoring of blood, pulmonary functions, skin contamination, etc., at a clinic equipped for such monitoring. This monitoring should be continued until the extent of the contamination can be determined. Any employee who is undergoing periodic testing cannot go back to work in a hazardous atmosphere. This restriction shall be continued until evidence can be presented that returning to work will not further endanger the employee's health. At that time, a return-to-work note will be submitted by the attending physician.

R. Program Evaluation

KM will conduct an annual critique of this ER Site Safety and Health Plan and sooner if warranted by inadequacies of specific incidents. The critique will be conducted by the incident commanders, EH&S Staff, Technical Staff, ERT members and outside consultants.

It is just as important to consider new information, experience, and incidents with the goal of enhancing the effectiveness of the ER Site Safety and Health Plan and keeping it current. Once a year the ER Site Safety and Health Plan will be reviewed in light of PPL policy changes, new OSHA standards, new equipment or supplies, etc. Additions and deletions will be discussed with or made available to the ERT members as soon as possible after revision.

A new revision date will be assigned each changed page. A sign off page stating that changes had been made in this plan will be included at the back of this manual.

It is important to consider previous emergency incidents in preparing an emergency response and follow-up evaluation. After occurrence of an incident and successful termination, the ERT members, Technical Staff and other appropriate site personnel involved in the incident will critique the incident. The evaluation team will discuss what went right and wrong in the response, what could be done better or faster and how to correct or fine tune the process. Appropriate changes will be made in the ER Site Safety and Health Plan in accordance with the results of a critique of a specific incident.

S. Employee Certification

All onsite KM & contract personnel engaged in emergency response activities are required to be familiar with this entire Emergency Response Site Safety and Health Plan and the Site Safety Plan Summary (Exhibit "A") and must sign the Site Safety Plan Summary to acknowledge this.

I am familiar with the above Plan and its provisions.

SITE SAFETY PLAN SUMMARY Exhibit "A"

I. General

☐ Tank Farm Spill ☐ Pipeline Spill ☐ Terminals ☐ Spill to Water ☐ Excavation ☐ Other: _____ AFE # _____

Facility: _____

Location: _____

Work to be performed: _____

Issuing Date: _____ Time: _____
Temperature: ____° Wind Direction: ____
Humidity: _____

II. Hazards to be Evaluated

Y	N		Y	N				SPECIFIC HAZARDS
☐	☐	Oxygen Deficient/Enriched	☐	☐	Ingestion / Skin Absorption	☐	☐	Gasoline
☐	☐	Flammable Atmosphere	☐	☐	Frostbite (LPG Spills)	☐	☐	JP8
		(Explosion/Fire) %LEL	☐	☐	Chemical/MSDS # _____	☐	☐	Kerosene / Jet A
☐	☐	Toxic Atmosphere: _____			(Must be attached)	☐	☐	Aromatics
☐	☐	Boat Operations	☐	☐	Physical Hazard _____	☐	☐	Diesel Fuel
☐	☐	Confined Space	☐	☐	Traffic _____	☐	☐	Heating Oil
☐	☐	Vapor Cloud	☐	☐	Other	☐	☐	Other* (see comments) _____

III. Testing & Monitoring (Check required items)

Tests are to be performed in the order listed.

Y	N		Continuous			Frequency
☐	☐	Oxygen Level	☐Y	☐N	_____	every _____
☐	☐	LEL	☐Y	☐N	_____	every _____
☐	☐	Hydrogen Sulfide	☐Y	☐N	_____	every _____
☐	☐	Benzene	☐Y	☐N	_____	every _____
☐	☐	Total Hydrocarbons	☐Y	☐N	_____	every _____
☐	☐	Other: _____	☐Y	☐N	_____	every _____

ACCEPTABLE ENTRY CONDITIONS

	SPECIAL WORK PRACTICES OR PPE REQUIRED	KM ERT LEAVE AREA WORK EFFORTS SHOULD BE DIRECTED AT REDUCING CONCENTRATIONS
19.5 – 23.0% in air	< 19.5% or 23.0% in air	<16.0 or ≥ 23.5% in air
< 10% in air	≥ 10 0 but < 20.0% in air	≥ 20.0% in air
< 10 ppm	≥ 10 but < 100 ppm	≥ 100 ppm
< .5 ppm	≥ .5 but < 10 ppm	≥ 10 ppm
< 300 ppm	≥ 300 but < 750 ppm	≥ 750 ppm

As allowed by applicable standard(s) Acceptable for 5325 feet of elevation and below.
Hot work is not permitted when LEL is greater than 10% in air.

IV. Required Personal Protective Equipment (Check for required use) NOTE: PPL EMPLOYEES DO NOT USE SCBA'S AIRL NE RESP RATORS

General	Eye Prot.	Respiratory Prot.	Hearing Prot.	Gloves	Footwear	Clothing
☐Hard Hat	☐Safety Glasses	☐SCBA/Air Line w/Escape	☐Ear Plugs	☐Leather	☐Steel-toes	☐FR Coveralls
☐Safety Harness	☐Goggles	☐Air Line	☐Ear Muffs	☐Rubber	☐Rubber	☐Tyvek
☐PFD	☐Face-shield	☐Air Purifying (Full Mask)	☐Combination	☐Nitrile	☐Hip-boots	☐Coated Tyvek
	☐Tinted Lens	Cartridge Type: ☐OV ☐Hepa-OV		☐PVC	☐_____	☐Saranyx
				☐_____		☐_____

Any other special PPE: _____

V. Emergency Information and Rescue Services

Emergency Contact Person: _____ Contact by: _____
Fire Department: _____ Contact by: _____
Ambulance: _____ Contact by: _____
Hospital: _____ Contact by: _____
Rescue Services: _____ Contact by: _____
(if not provided by above)

VI. Required Safety & Rescue Equipment (on site)

☐Lights ☐Fall Protection ☐First Aid Kit ☐Drinking Water ☐Fire Extinguisher ☐Tripod ☐Other: _____
☐Ladder ☐Retrieval Lines ☐Resuscitator ☐Communication Method _____

VII. Comments or Special Work Procedures

_____

_____

_____

VIII. Report All Injuries Immediately to

IX. Control Measures

- Isolation & Lockout (identify items to be locked out)
- Establish Work Zones when completed
  - ☐ Hot Zone = Red Ribbon
  - ☐ Warm Zone = Yellow Ribbon
  - ☐ Cold Zone = Blue Ribbon
- Ventilation ☐ Natural ☐ Mechanical
  Continuous ☐ No ☐ Yes
- Flagman / Watchman ☐
- Confined Space – Safety Watch ☐
- Evacuation Routes – (Identify on Map)
  - ☐ Air Horn – Emergency
  - ☐ Primary Route
  - ☐ Secondary Route

X. Monitoring Results

	Zone													
Oxygen	Time													
	Level													
	By													
LEL	Time													
	Level													
	By													
Hydrogen Sulfide	Time													
	Level													
	By													
Benzene	Time													
	Level													
	By													
VOC	Time													
	Level													
	By													
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	Level													
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	Time													
	Level													
	By													
	Time													
	Level													
	By													
	Time													
	Level													
	By													

Equipment:	Type: _____	Mfger: _____	Calibration / Expiration: _____
	Type: _____	Mfger: _____	Calibration / Expiration: _____

XI. Work Area Diagram Map

Please include wind direction, exclusion zone, support zone, decon area, evacuation routes and significant landmarks.

EMPLOYEE CERTIFICATION PAGE

XII. Work Site Signatures (Plan and Plan Summary)

	Signature
Incident Commander	
Safety Officer	

Other Site Personnel	Signature	Other Site Personnel	Signature

XIII. Authorizing Signature

Site Safety Officer: **Printed Name**: _____ **Signature**: _____

I hereby acknowledge and authorize the above work to be performed in accordance with the conditions outlined on this permit. If the work procedures or conditions change creating any unsafe conditions, then this permit is void and work is to be suspended. I understand and affirm that the conditions of this work permit will be followed prior to and during entry into a confined space. I also agree to order the work to be stopped and the confined space evacuated in the event that conditions of the permitted work area fail to meet the permit requirements.

Exhibit B

Confined Space Entry Permit

Exhibit C

"TAILGATE" SAFETY BRIEFING SHEET	Responsibility: DESIGNATED SITE SAFETY OFFICER	Period Covered: Start date/time:	Finish date/time:

LOCATION:

1. Wind Direction Across Incident: ☐ towards your position ☐ away from your position

2. Are people injured or trapped? ☐ yes ☐ no

3. Are people involved as unorganized observers or rescuers? ☐ yes ☐ no

4. Are there any immediate signs of potential hazards such as:
   - a. electrical lines down or overhead? ☐ yes ☐ no
   - b. liquid or solid products visible? ☐ yes ☐ no
   - c. vapors visible? ☐ yes ☐ no
   - d. smells which are not natural noted? ☐ yes ☐ no
   - e. fire, sparks nearby, sources of ignition present? ☐ yes ☐ no
   - f. holes, caverns, ditches, cliffs or fast moving water nearby? ☐ yes ☐ no
   - g. is local traffic a problem? (see 6 below if yes) ☐ yes ☐ no
   - h. signs, fences or other indications of potential danger? ☐ yes ☐ no
   - i. Spill Zone is: ☐ icy ☐ wet ☐ dry

5. Approaching site from upwind, are there any changes above? ☐ yes ☐ no

6. Have you established control of the incident site? ☐ yes ☐ no
   Is local responder assistance required? ☐ EMS ☐ fire ☐ police ☐ no

7. Have you determined the necessity for any of the following?
   - a. EMS/rescue service summoned? ☐ yes ☐ standby ☐ no
   - b. Hazardous Mat'ls Tech to identify/monitor site substances? ☐ yes ☐ no
   - c. safe location selected for entry & decontamination station? ☐ yes ☐ no
   - d. safe location selected for command activities at this site? ☐ yes ☐ no
   - e. safety equipment needed to eliminate problems: _____
   - f. placement of warning devices (traffic, No Smoking signs, etc)? ☐ yes ☐ no
   - g. number of sufficiently trained personnel needed to fully assess location? _____
   - h. location to rendevous if evacuation needed? _____

8. Hazard Data for: _____
   - a. MSDS Attached? (or available at _____) ☐ yes ☐ no
   - b. Flash point: _____ *(if below 100F, do not mechanically remove material!)*
   - c. TWA _____ LEL _____ IDLH? ☐ yes ☐ no
   - d. PPE level required (A,B,C,D) _____ respirator req'd? ☐ yes ☐ no

	Prepared by:	Preparation Date/Time:

FIGURE 2.8

EXTERNAL CONTRACTOR NOTIFICATION REFERENCE

CONTRACTORS/SERVICES – ALL RESPONSE ZONES		
USCG CLASSIFIED OIL SPILL REMOVAL ORGANIZATIONS (OSRO)		
COMPANY	LOCATION	OFFICE/ALTERNATE
Clean Harbors Environmental	Various Locations	(800) 645-8265*
HEPACO	Various Locations	(800) 888-7689*
Southern Waste Services (SWS) First Response	Various Locations	(800) 852-8878*
U.S. Environmental	Various Locations	(888) 279-9930*

ADDITIONAL RESPONSE CONTRACTORS/SERVICES – ALL RESPONSE ZONES		
COMPANY	LOCATION	OFFICE/ALTERNATE
O'Brien's Response Management Inc.	Slidell, LA Spring, TX	(985) 781-0804* (281) 320-9796*
A&A Environmental	Various Locations	(800) 404-8037*
STAT Inc.	Various Locations	(828) 296-2304
DDS Enterprises	Various Locations	(601) 765-0601
Don Miller and Associates	Various Locations	(225) 275-2926
L.E. Bell Construction	Various Locations	(256) 253-2676
Bradford Bell Construction	Various Locations	(800) 437-9306
CH2MHill	Various Locations	(770) 604-9182
URS	Various Locations	(919) 461-1420
Tri State Bird Rescue	Various Locations	(302) 737-9543

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

REQUIRED NOTIFICATIONS		
ALABAMA		
AGENCY	TELEPHONE NUMBER	REPORTING REQUIREMENTS (IF ANY)
Alabama Department of Environmental Management (ADEM) Montgomery, AL or Birmingham	(800) 843-0699* (334) 271-7700 ----- (334) 260-2700 (205) 942-6168* ----- (334) 271-7861 (Air Division)	TYPE: All spills that impact state waters; for spills that violate air quality standards (i.e tank failures contact the ADEM Air Division). VERBAL: Immediately WRITTEN: As requested by the agency

ALABAMA

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

REQUIRED NOTIFICATIONS		
ALABAMA		
AGENCY	**TELEPHONE NUMBER**	**REPORTING REQUIREMENTS (IF ANY)**
Emergency Planning Agency (EMA)		TYPE: All releases of pipeline transported material (beyond the fenceline) must be reported. Calls to 911 concerning petroleum spills will usually alert LEPC, however, it is advisable to notify them directly for any spill that requires a 911 notification. VERBAL: Immediately WRITTEN: Follow up report required in the event of 41 barrels or more of aviation gasoline. Aviation gasoline contains tetraethyl lead, which is not a naturally occurring fraction of petroleum.
Autauga	(334) 361-3758	
Bibb	(205) 926-3113	
Calhoun	(256) 435-0540	
Chilton	(205) 755-0900	
Cleburne	(256) 463-7130	
Greene	(205) 372-3302	
Hale	(334) 624-7108	
Montgomery	(334) 241-4181	
St. Clair	(205) 884-6800	
Shelby County	(205) 669-3999	
Sumter County	(205) 652-6347	
Talladega County	(256) 761-2125	
Tuscaloosa County	(205) 349-0150	

ALABAMA

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

NON REQUIRED ASSISTANCE/ADVISORY NOTIFICATIONS (outside resources)		
ALABAMA		
AGENCY	**LOCATION**	**OFFICE/ ALTERNATE**
OSHA (For Reportable Injury or Death)	Area Office	(800) 321-6742
U.S. Environmental Protection Agency (EPA) – Region IV	Atlanta, GA	(404) 562-8700*
Pipeline and Hazardous Materials Safety Administration – Southern Region	Atlanta, GA	(404) 832-1147 (800) 424-8802* (NRC)
U.S. Coast Guard Sector Mobile	Mobile, AL	(251) 451-6211* (251) 451-6216 (Fax)
U.S. Fish and Wildlife Service (USFWS) Region 4	Atlanta, GA	(404) 679-4000
Alabama State Police	Birmingham, AL	(205) 322-4691
Birmingham Water Works	Birmingham, AL	(205) 251-5634
National Weather Service (Recorded Forecasts)	Birmingham, AL	(205) 945-7000

ALABAMA

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

LOCAL EMERGENCY SERVICES		
ALABAMA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Sumter County		
Sheriff	Livingston, AL	(205) 652-7984
State Police	Demopolis, AL	(334) 289-0102
Police Department	Livingston, AL	(205) 652-9525
Fire Department	Livingston, AL	(205) 652-9777
Fire Department	York, AL	(205) 392-5231
EMA	Livingston, AL	(205) 372-4082
Hospital, Hill	York, AL	(205) 392-5263
Greene County		
Sheriff	Eutaw, AL	(205) 372-3242
State Police	Tuscaloosa, AL	(205) 553-5531
Police Department	Eutaw, AL	(205) 372-4334
Fire Department (Volunteer)	Eutaw, AL	(205) 372-3262
EMA	Eutaw, AL	(205) 372-9573
Hospital, Greene County	Eutaw, AL	(205) 372-3388
Hale County (Moundville)		
Sheriff	Greensboro, AL	(334) 624-3081
State Police	Demopolis, AL	(334) 289-0102
Police Department	Moundville, AL	(205) 371-2218
Fire Department	Moundville, AL	(205) 371-6548
Tuscaloosa County (Tuscaloosa)		
Sheriff	Tuscaloosa, AL	(205) 752-0616
State Police	Tuscaloosa, AL	(205) 553-5531
Police Department	Tuscaloosa, AL	(205) 349-2121

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

LOCAL EMERGENCY SERVICES		
ALABAMA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Fire Department and Rescue Squad	Tuscaloosa, AL	(205) 349-1100
Civil Defense	Tuscaloosa, AL	(205) 349-0150
Hospital, Regional Medical Center	E. Tuscaloosa, AL	(205) 759-7111
Bibb County		
Sheriff	Centreville, AL	(205) 926-4683
State Police	Centreville, AL	(205) 926-4683
Police Department	Centreville, AL	(205) 926-5052
Fire Department (Volunteer)	Greene Pond, AL	(205) 938-7200
EMA	Centreville, AL	-----
Hospital, Bibb County Medical Center	Centreville, AL	(205) 926-4881
Shelby County (Helena)		
Sheriff	Columbiana, AL	(205) 669-4181
State Police	Bessemer, AL	(205) 322-4691
Police, City of Helena	Helena, AL	(205) 663-6499
Fire (Volunteer), City of Helena	Helena, AL	(205) 663-5809
Police, City of Pelham	Pelham, AL	(205) 620-6550
Fire Department, City of Pelham	Pelham, AL	(205) 663-6300
Police, City of Alabaster	Alabaster, AL	(205) 663-7401
Fire and Rescue (Volunteer, City of Alabaster)	Alabaster, AL	(205) 439-6919
Police, City of Montevallo	Montavello, AL	(205) 665-1264
Fire (Volunteer w/Rescue), City of Montavello	Montavello, AL	(205) 665-2552
Police, City of Calera	Calera, AL	(205) 668-1862
Fire (Volunteer w/Rescue), City of Calera	Calera, AL	(205) 668-2311
Police, City of Columbiana	Columbiana, AL	(205) 669-5511
Fire Department, City of Columbiana	Columbiana, AL	(205) 669-4997

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

LOCAL EMERGENCY SERVICES		
ALABAMA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Police, City of Vincent	Vincent, AL	(205) 672-2261
Fire (Volunteer), City of Vincent	Vincent, AL	(205) 672-8070
EMA	Columbiana, AL	(205) 669-3999
Hospital, Shelby Medical Center	Alabaster, AL	(205) 620-8100
St. Clair County		
Sheriff	Pell City, AL	911 or 205-884-6840
State Police	Bessemer, AL	(205) 322-4691
Police Department	Pell City, AL	(205) 884-3334
Fire Department	Cropwell, AL	(205) 338-7329
Rescue Squad	Odenville, AL	(205) 629-5235
Hospital, St. Clair County	Pell City, AL	(205) 338-3301
Talledega County		
Emergencies		911 or (256) 761-9119
Sheriff	Talledega, AL	(256) 362-2748
State Highway Patrol	Jacksonville, AL	(205) 435-3521
Police Department	Talledega, AL	(256) 362-4162
Fire Department	Talledega, AL	(256) 362-2211
Emergency Management Agency	Talledega, AL	(256) 761-2125
EMS	Talledega, AL	(256) 362-8877
Hospital, Citizens Hospital	Talledega, AL	(256) 362-8111
Calhoun County (Anniston)		
Emergencies		911 (205) 237-9119
Sheriff	Anniston, AL	(256) 236-6395
State Highway Patrol	Jacksonville, AL	(205) 435-3521

ALABAMA

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

LOCAL EMERGENCY SERVICES		
ALABAMA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Police, City of Oxford	Oxford, AL	(256) 831-3121 -3125 -3208
Fire Department, City of Oxford	Oxford, AL	(256) 831-3121
Police, City of Anniston	Anniston, AL	(256) 238-1800
Fire Department, City of Anniston	Anniston, AL	(256) 231-7644
EMS	Anniston, AL	(256) 237-8572 (256) 831-4421
HAZMAT	Anniston, AL	(256) 231-8555 (256) 435-6420
American Red Cross	Anniston, AL	(256) 236-0391
County Emergency Management Agency	Anniston, AL	(256) 435-0540
Hospital, Northeast Regional Medical Center	Anniston, AL	(256) 235-5121
Cleburne County		
Sheriff	Heflin, AL	(256) 463-7336 (256) 463-2277
Police, City of Heflin	Heflin, AL	(256) 463-7336 (256) 463-2292
Fire Department, City of Heflin	Heflin, AL	(256) 463-7336 (256) 463-8911
State Highway Patrol	Jacksonville, AL	(205) 435-3521
Emergency Management Agency	Heflin, AL	(256) 463-7130
Note: There is no hospital in Cleburne County		
Chilton County		
Sheriff	Clanton, AL	(205) 755-4698
State Police	Montgomery, AL	(334) 242-1789
Police, City of Jimeson	Jimeson, AL	(205) 688-4491
Fire Department, City of Jimeson	Jimeson, AL	(205) 688-4493
Police, City of Clanton	Clanton, AL	(205) 755-1120

ALABAMA

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

LOCAL EMERGENCY SERVICES		
ALABAMA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Chilton County (Cont'd)		
Fire Department, City of Clanton	Clanton, AL	(205) 755-3011
Police, City of Thorsby	Thorsby, AL	(205) 646-3575
Fire Department, City of Thorsby	Thorsby, AL	(205) 646-3630
Rescue/Squad Civil Defense	Clanton, AL	(205) 755-2511
Hospital, Vauchon Chilton	Clanton, AL	(205) 755-2500
Autauga County		
Sheriff	Prattville, AL	(334) 365-3211
State Police	Montgomery, AL	(334) 242-1789
Police, City of Prattville	Prattville, AL	(334) 361-3671
Fire Department, City of Prattville	Prattville, AL	(334) 365-3630
Rescue Squad	Prattville, AL	(334) 365-3211
Hospital, Columbia Northridge Medical	Prattville, AL	(334) 365-0651
Montgomery County (Montgomery)		
Sheriff	Montgomery, AL	(334) 832-1328
State Police	Montgomery, AL	(334) 242-1789
City Hall, City of Montgomery	Montgomery, AL	(334) 241-4400
Police, City of Montgomery	Montgomery, AL	(334) 241-2708
Fire Department, City of Montgomery	Montgomery, AL	(334) 241-2400
EMA	Montgomery, AL	(334) 241-2022
Hospital Baptist Medical Center	Montgomery, AL	(334) 288-2100
Hospital, Jackson Hospital and Clinic	Montgomery, AL	(334) 293-8851
Hospital, Columbia Regional Medical Center	Montgomery, AL	(334) 269-6646

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

ALABAMA UTILITIES AND RAILROADS		
WATER SUPPLIES		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Shelby County Water Authority	---	(205) 669-4177
Kimberly Clark Plant	---	(205) 378-5541
Alabama Power, E.C. Gaston Plant	---	(205) 669-4633
Clanton Filtration Plant, Mitchell Lake	---	(205) 755-4178
Anniston Water Works and Sewer	Anniston, AL	(205) 236-3429
Anniston Water Works and Sewer	Anniston, AL	(205) 237-4781
Anniston Water Works and Sewer	Anniston, AL	(205) 831-031
Anniston Water Works and Sewer	Anniston, AL	(205) 820-2051
Mid Central Water System	Bessemer, AL	(334) 275-3003
Roupes Valley Water Authority	Bessemer, AL	(205) 477-5791
Birmingham Water Works	Birmingham, AL	(205) 251-5634
Birmingham Water Works Main	Birmingham, AL	(205) 254-0500
Water Works & Sewer Board	Centre, AL	(205) 927-3469
City of Cherokee Water and Gas	Cherokee, AL	(205) 359-4941
Coffeeville Water Works Board	Coffeeville, AL	(334) 276-3803
West Clark Water Authority	Coffeeville, AL	(334) 276-3803
Gulf States Paper Plant	Demopolis, AL	(334) 289-1242
Mitchell Water System, Inc.	Duncanville, AL	(205) 759-2728
Green Pond Water System, Inc.	Green Pond, AL	(205) 938-9367
Harpersville Water Works	Harpersville, AL	(205) 672-9877
Helena Waste Water Plant	Helena, AL	(205) 663-2894
Huguley Water Authority	Lanett, AL	(334) 576-8113
Perry County Water Board	Marion, AL	(334) 683-8798
Munford Water Authority	Munford, AL	(205) 358-4841
Anniston Water Works and Sewer	Oxford, AL	(205) 831-5050
Pennington Water Department	Pennington, AL	(205) 654-2336
Autauga Hills Water Authority	Prattville, AL	(334) 365-4340
Dallas County Sewer Authority	Selma, AL	(334) 872-4218

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

ALABAMA

ALABAMA UTILITIES AND RAILROADS		
WATER SUPPLIES		
COMPANY	**LOCATION**	**OFFICE/ ALTERNATE**
Dallas County Water and Sewer Authority	Selma, AL	(334) 872-2820
Central Supply, Co., Inc.	Tuscaloosa, AL	(205) 758-8621
Englewood Hulls Water System	Tuscaloosa, AL	(205) 345-9333
Peterson Water Works	Tuscaloosa, AL	(205) 556-7785
Sand Springs Water Authority	Tuscaloosa, AL	(205) 339-9807
Lee Chambers Utilities District	Valley, AL	(334) 756-7150
Wedowee Water Plant	Wedowee, AL	(205) 357-2448
Westover Water Authority	Westover, AL	(205) 678-9847
Central Elmore Water Authority	Wetumpka, AL	(334) 567-6814
Central Elmore Water Authority	Wetumpka, AL	(334) 541-3480
Georgia Power Company (McDonough Plant)	---	(404) 799-6085
Georgia Power Company (Jackson Dam)	---	(706) 526-3646
Georgia Power Company (Wallace Dam)	---	(706) 526-3646
Georgia Power Company (Hammond Plant)	---	(706) 235-1161
Georgia Power Company (Wansley Plant)	---	(706) 854-4441
Georgia Power Company (Yates Plant)	---	(706) 253-2111
Central State Hospital	---	(912) 453-4128
RAILROADS		
Burlington Northern – Chief Dispatcher	-----	(417) 864-2228 Ext. 2270
Norfolk Southern – Norfolk Southern Central Center	-----	(404) 529-1786
CSX – CSX Chief Dispatcher	-----	(404) 350-5261
Southern Railway – Superintendent	-----	(205) 951-4735
Illinois Central	-----	(800) 338-0794

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

REQUIRED NOTIFICATIONS		
GEORGIA		
AGENCY	**TELEPHONE NUMBER**	**REPORTING REQUIREMENTS (IF ANY)**
Georgia Department of Natural Resources (GA DNR) Atlanta, GA	(800) 241-4113* (404) 656-4863* ----- ----- (404) 363-7000 (Air Division)	TYPE: 1) Any oil discharge that has impacted or threatens to impact waters of the state (including storm sewers and drainage ditches). 2) Release of a hazardous substance in an amount equal to or greater than the Federal Reportable Quantity (RQ). 3) A spill or release of an unknown quantity of oil or a hazardous substance into the air or into or on any land or water of the state. VERBAL: Immediately WRITTEN: As requested by the agency
City of Atlanta Water Bureau	(404) 658-7220*	TYPE: **ONLY** for spills entering the Chattahoochee River. VERBAL: Immediately WRITTEN: Not required
City of Doraville Police Dept. Fire Department	(770) 458-8561 911	TYPE: **ONLY** for spills within city limits. VERBAL: Immediately WRITTEN: Not Required
Local Area Planning Committee(s) (LEPCs) Fulton Gwinnett State LEPC	 (404) 730-5600* (770) 513-5911* (800) 879-4362	TYPE: All releases of pipeline transported material (beyond the fenceline) must be reported. Calls to 911 concerning petroleum spills will usually alert LEPC, however, it is advisable to notify them directly for any spill that requires a 911 notification. VERBAL: Immediately WRITTEN: Follow up report required in the event of 41 barrels or more of aviation gasoline. Aviation gasoline contains tetraethyl lead, which is not a naturally occurring fraction of petroleum.

GEORGIA

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

NON REQUIRED ASSISTANCE/ADVISORY NOTIFICATIONS (outside resources)		
GEORGIA		
AGENCY	**LOCATION**	**OFFICE/ ALTERNATE**
OSHA (For Reportable Injury or Death)	Area Office	(800) 321-6742
U.S. Environmental Protection Agency (EPA) - Region IV	Atlanta, GA	(404) 562-8700*
Pipeline and Hazardous Materials Safety Administration – Southern Region	Atlanta, GA	(404) 832-1147 (800) 424-8802* (NRC)
U.S. Coast Guard Marine Safety Unit Savannah	Savannah, GA	(912) 652-4181* (912) 652-4052 (Fax)
U.S. Fish and Wildlife Service (USFWS) Region 4	Atlanta, GA	(404) 679-4000
National Weather Service (Recorded Forecasts)	Atlanta, GA	(770) 486-8834
Georgia Environmental Protection Division	Atlanta, GA	(404) 635-7215
Georgia Department of Natural Resources (24 Hours)	Atlanta, GA	(800) 241-4113
FBI (call if, Bomb Threat)	Atlanta, GA	(404) 679-9000

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

LOCAL EMERGENCY SERVICES		
GEORGIA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Haralson County (Bremen)		
Sheriff	Buchannan, GA	911 or (770) 646-2011
State Highway Patrol	Villa Rica, GA	911 or (770) 459-3661
Police, City of Tallapoosa	Tallapoosa, GA	911 or (770) 574-7211
Fire Department, City of Tallapoosa	Tallapoosa, GA	911 or (770) 574-3133
Police, City of Bremen	Bremen, GA	911 or (770) 537-4441
Fire Department, City of Bremen	Bremen, GA	911 or (770) 537-3331
Fire Department, Buchanan, GA	Buchanan, GA	911 or (770) 646-2036
Ambucare (EMS)	Buchanan, GA	911 or (770) 537-9911
American Red Cross (Atlanta Chapter)	Marietta, GA	(770) 428-2695 (770) 428-2696 (866) 724-3577
Haralson County Water Authority	Buchanan, GA Tallapoosa, GA	(770) 646-6633
Hospital, Higgins	Bremen, GA	(770) 824-2000
Carroll County		
Emergencies (EMA office)	Carrollton, GA	911 or (770) 830-5911
Sheriff	Carrollton, GA	911 or (770) 830-5888
State Highway Patrol	Villa Rica, GA	911 or (770) 459-3661
Police, City of Carrollton	Carrolton, GA	911 or (770) 834-4451
Fire Department, City of Carrollton	Carrollton, GA	911 or (770) 832-3456
Police, City of Temple	Temple, GA	911or (770) 562-3151
Fire Department, Carroll County	Temple, GA	911 or (770) 830-5880

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

LOCAL EMERGENCY SERVICES		
GEORGIA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Police, City of Villa Rica	Villa Rica, GA	(770) 459-5149
Fire Department, Carroll County	Villa Rica, GA	911 (770) 830-5880
Ambulance	Buchanan, GA	911 (770) 537-9911
American Red Cross	Carrollton, GA	(866) 724-3577
Emergency Management Agency	Carrollton, GA	(770) 830-5880 (Dispatch)
County Water Department	Carrollton, GA	(770) 834-6667
Water & Sewer, City of Carrollton	Carrollton, GA	(770) 830-2003 Emergency
Hospital, Tanner Medical Center	Carrollton, GA	(770) 836-9666
Douglas County (Austell)		
Sheriff	Douglasville, GA	(770) 942-2121
State Highway Patrol (Villa Rica)	Villa Rica, GA	(770) 459-3661
Fire and EMS, Douglas County	Douglasville, GA	911 (770) 949-1212
Police, City of Douglasville	Douglasville, GA	911 (770) 942-3211
American Red Cross	Marietta, GA	(770) 428-2695 (770) 428-2696
Water and Sewer Department	Douglasville, GA	(770) 949-7617 (770) 942-6633
Hospital, Wellstar	Douglasville, GA	(770) 949-1500

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

LOCAL EMERGENCY SERVICES		
GEORGIA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Cobb County (Smyrna)		
Emergencies	---	911 (770) 499-3911 (non emergency) (770) 499-3900 (non emergency)
State Highway Patrol	Atlanta, GA	(404) 624-6077
Sheriff	Cobb County	911 (770) 499-4600 (770) 499-3911 (non emergency)
Police Department	Marietta, GA	911 (770) 499-3911
Fire and EMS	Smyrna, GA	911 (770) 434-6666
Police, City of Smyrna	Smyrna, GA	911 (770) 434-6666
Fire Department, City of Smyrna	Smyrna, GA	911 (770) 434-6666
American Red Cross	Marietta, GA	(770) 428-2695 or 2696 (switches to Atlanta Office after hours) (404) 876-3302
Emergency Management Agency	Marietta, GA	(770) 499-4567
Water & Sewer Department	Marietta, GA	(770) 794-5230 24 hours
Hospital, WellStar Cobb	Austell, GA	(770) 732-4000
Hospital, Kennestone	Marietta, GA	(770) 793-5000
Fulton County (Atlanta)		
Emergencies	---	911
Sheriff	Atlanta, GA	911 (404) 730-5100
State Highway Patrol (Metro Atlanta Area)	Atlanta, GA	(404) 699-4368 (404) 624-6077
Police Department	Atlanta, GA	911
Emergency Management Agency	Atlanta, GA	Same as police number
Fire Department	Atlanta, GA	911 (404) 730-7911

GEORGIA

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

LOCAL EMERGENCY SERVICES		
GEORGIA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
EMS	Atlanta, GA	911 (404) 730-7911
Police, City of Atlanta	Atlanta, GA	911 (404) 730-7911
American Red Cross (metro Atlanta)	Atlanta, GA	(404) 876-3302
Hospital, Northside	Atlanta, GA	(404) 851-8000 (404) 851-8937 (emergency 24-hrs.)
Hospital, Grady Memorial	Atlanta, GA	(404) 616-4307
DeKalb County (Atlanta)		
Emergencies	Decatur, GA	911 (404) 294-2911
Sheriff	DeKalb County	(404) 298-8100
State Highway Patrol (Metro Atlanta Area)	Atlanta, GA	(404) 624-6077 (emergency)
Police Department	City of Decatur, GA	911 (404) 373-6551
Fire Department	Decatur, GA	911 (404) 294-2911
American Red Cross (metro Atlanta)	Atlanta, GA	(404) 876-3302
Peachtree-DeKalb Airport	Atlanta, GA	(770) 936-5440
Police, City of Chamblee	Atlanta, GA	911 (770) 986-5000
Police, City of Doraville	Doraville, GA	911 (770) 455-1000
Fire Department, City of Doraville	Atlanta, GA	911
Police, Dekalb County	Dekalb County	(678) 406-7929
Hospital, Emory University	Decatur, GA	(404) 712-2000
Hospital, DeKalb Medical Center	Decatur, GA	(404) 501-1000
Hospital, Northside	Atlanta, GA	(404) 851-8000 (404) 851-8937 (24-hr.)

GEORGIA

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

LOCAL EMERGENCY SERVICES		
GEORGIA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Gwinnett County (Lawrenceville)		
Emergencies	---	911
Sheriff	Lawrenceville, GA	(770) 963-0123 (24-hour emergency)
State Highway Patrol (metro Atlanta area)	Atlanta, GA	(404) 624-6077 (emergency)
Police Department	Lawrenceville, GA	911 (770) 963-0123
Fire Department	Lawrenceville, GA	911 (770) 963-0123
Police, City of Norcross	Norcross, GA	(770) 448-2111
Fire Department, City of Norcross (Gwinnett County Fire Department)	Norcross, GA	911 (770) 963-0123
Police, City of Lawrenceville	Lawrenceville, GA	(770) 963-2443
Fire Department, City of Lawrenceville	Lawrenceville, GA	911 (770) 963-0123
American Red Cross (metro Atlanta)	Atlanta, GA	(404) 876-3302
Hospital, Gwinnett Medical Center	Lawrenceville, GA	(678) 442-4321
Barrow County		
Sheriff	Winder, GA	911 (770) 307-3080 (770) 307-3122
Forestry Unit	Winder, GA	911 (770) 867-3212
Police, City of Winder	Winder, GA	911 (770) 867-2156
Fire Department, City of Winder	Winder, GA	911 (770) 867-3212
Barrow County E911 Center	Winder, GA	(770) 307-3122

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***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

LOCAL EMERGENCY SERVICES		
GEORGIA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Police, City of Statham	Statham, GA	911 (770) 725-5992
Fire Department, City of Statham	Statham, GA	911 (770) 725-2244
Hospital, Winder-Barrow	Winder, GA	(770) 867-3400
Jackson County		
Sheriff		911 (706) 367-8718 (office) (706) 367-1234 (24 Hours)
Clarke County (Athens)		
Sheriff	Athens, GA	(706) 613-3250
Emergency Management Service	Athens, GA	(706) 613-6330
Police, City of Athens	Athens, GA	(706) 613-6330 (706) 546-5900
Fire Department, City of Athens	Athens, GA	(706) 613-6330 (706) 546-5900
Police, City of Clarke City	Clarke City, GA	911 (706) 613-6330 (706) 546-5900
Fire Department, City of Clarke City	Clarke City, GA	911 (706) 613-6330 (706) 546-5900
Hospital, Athens Regional	Athens, GA	(706) 475-7000
Hospital, St. Mary's	Athens, GA	(706) 389-3000
Madison County		
Sheriff	Danielsville, GA	911 (706) 795-2300
Emergency Management Service	Danielsville, GA	911 (706) 795-2300 (emergency)

GEORGIA

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

LOCAL EMERGENCY SERVICES		
GEORGIA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Madison County (Cont'd)		
Police, City of Danielsville	Danielsville, GA	911 or (706) 795-2300
Hart County		
Sheriff	Hartwell, GA	911 or (706) 376-2900
Fire & Rescue	Hartwell, GA	911 or (706) 376-2900
Police, City of Hartwell	Hartwell, GA	(706) 376-2900
Hospital	Hartwell, GA	(706) 376-3921
Polk County (Rockmart)		
Emergencies	Cedartown, GA	911 or (770) 748-3400
Sheriff	Cedartown, GA	(770) 748-3732 (Automated)
State Highway Patrol	Cedartown, GA	(770) 749-2200
Police	Cedartown, GA	911 or (770) 748-3400
Fire Department	Cedartown, GA	911 or (770) 748-3400
Police, City of Rockmart	Rockmart, GA	911 or (770) 748-3400
Ambulance	Cedartown, GA	911 or (770) 748-3400
American Red Cross (Rome)	Rome, GA	(706) 291-6648
Water Authority (Polk County)	Cedartown, GA	(770) 748-6001
Hospital, Polk Medical Center	Cedartown, GA	(770) 748-2500
Floyd County (Rome)		
Emergencies	Rome, GA	911 or (706) 236-4541
Sheriff	Rome, GA	911 or (706) 291-4111
State Highway Patrol	Rome, GA	(706) 295-6002
County Police	Rome, GA	911 or (706) 291-5259

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

LOCAL EMERGENCY SERVICES		
GEORGIA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Police, City of Rome	Rome, GA	(706) 238-5111 or 911
Fire Department, City of Rome	Rome, GA	911 or (706) 236-4500
Redmond (EMS)	Rome, GA	911 or (706) 295-2000
American Red Cross	Rome, GA	(706) 291-6648
Emergency Management Agency	Rome, GA	911
Water Department (Rome) (maint)	Rome, GA	(706) 236-4560
Water Department (County) (Floyd)	Rome, GA	(706) 291-5172
Hospital, Floyd Medical Hospital	Rome, GA	(706) 802-2000
Redmond Regional Medical Center	Rome, GA	(706) 291-0291
Chattooga County		
Emergency	Summerville, GA	911 or (706) 857-0750
Sheriff	Summerville, GA	(706) 857-0750 or 911
State Highway Patrol	Rome, GA	(706) 295-6004
Chattoga EMS	Summerville, GA	(706) 857-0750 or 911
Police, City of Summerville	Summerville, GA	911 or (706) 859-0912
Fire Department, City of Summerville	Summerville, GA	911 or (706) 859-0914
American Red Cross (Rome)	Rome, GA	(706) 291-6648
Emergency Management Agency	Summerville, GA	(706) 857-0750 or 911
Hospital, Floyd Medical Hospital	Rome, GA	(706) 802-2000
Redmond Regional Medical Center	Rome, GA	(706) 291-0291
Walker County		
Emergencies	Rock Spring, GA	911 or (706) 375-7810
Sheriff	LaFayette, GA	(706) 375-7810
State Highway Patrol	LaFayette, GA	(706) 638-5501
State Highway Patrol	Dalton, GA	(706) 272-2200

GEORGIA

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

LOCAL EMERGENCY SERVICES		
GEORGIA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Police, City of LaFayette	LaFayette, GA	(706) 639-1500 or 911
Fire Department, City of LaFayette	LaFayette, GA	(706) 593-1255 or 911
Water Department (Walker County)	Flintstone, GA	(706) 820-1455 or 911
Hospital, Medical Family Care	LaFayette, GA	(706) 638-6016
Hospital, Hutcheson Medical Center	Ft. Oglethorpe, GA	(706) 858-2000
Catoosa County		
Emergencies	Ringgold, GA	911 or (706) 935-2323*
Sheriff	Ringgold, GA	(706) 935-2424
Police, City of Ringgold	Ringgold, GA	(706) 935-3066
Fire Department, City of Ringgold	Ringgold, GA	706-935-2001
Fire Department, City of Rossville Police Department, City of Rossville	Rossville, GA	911 or (706) 866-1229 911 or (706) 866-1227
State Highway Patrol (Dalton)	Dalton, GA	(706) 272-2200
Ambulance (EMS)	Ringgold, GA	911 or (706) 935-2323
American Red Cross	Rome, GA	(706) 291-6648
Catoosa Utility District	Ringgold, GA	(706) 937-9370
Hospital, Hutcheson Medical Center	Ft. Oglethorpe, GA	(706) 858-2000
Haralson County (Bremen)		
Emergencies		(770) 646-0077
Sheriff	Buchannan, GA	911 or (770) 646-2011
State Highway Patrol	Cedartown, GA	(770) 749-2200
Police, City of Tallapoosa	Tallapoosa, GA	911 or (770) 574-7211
Fire Department, City of Tallapoosa	Tallapoosa, GA	911 or (770) 574-3133
Police, City of Bremen	Bremen, GA	911 or (770) 537-4441
Fire Department, City of Bremen	Bremen, GA	911 or (770) 537-3331
Haralson County Fire Department	Buchanan, GA	911 or (770) 646-2036
EMA		911 or (770) 646-2036

GEORGIA

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

LOCAL EMERGENCY SERVICES		
GEORGIA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Heard County		
Emergencies	Franklin, GA	911 (706) 675-3328
Sheriff	Franklin, GA	(706) 675-3329
Police, City of Franklin	Franklin, GA	(706) 675-6623
Fire & Ambulance, City of Franklin	Franklin, GA	(706) 675-3328
State Highway Patrol (Newnan)	Franklin, GA	(770) 254-7201
Emergency Management Agency	Franklin, GA	(706) 675-6186
American Red Cross	LaGrange, GA	(706) 884-5818
Water Department	Franklin, GA	(706) 675-3358
Hospital, West Georgia Medical Center	LaGrange, GA	(706) 882-1411
Hospital, Newnan Hospital (Piedmont Hospital)	Newnan, GA	(770) 253-2330
Troup County (LaGrange)		
Emergencies	LaGrange, GA	911 (706) 883-1700 Non-Emergency
Sheriff	LaGrange, GA	(706) 883-1616
State Highway Patrol	LaGrange, GA	(706) 845-4104
Police, City of LaGrange	LaGrange, GA	911 (706) 883-2603

GEORGIA

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

LOCAL EMERGENCY SERVICES		
GEORGIA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Fire Department, City of LaGrange	LaGrange, GA	911 or (706) 883-2650
EMS, Troup County	LaGrange, GA	911 or (706) 883-1700
Emergency Management Agency	LaGrange, GA	(706) 884-0326
American Red Cross	LaGrange, GA	(706) 884-5818
Water, Gas, & Electric Department	LaGrange, GA	(706) 883-2130 (706) 883-2158 (Pump Station)
County Fire Department		(706) 883-1717
West Georgia Medical Center	LaGrange, GA	(706) 882-1411
Harris County		
Emergencies	Hamilton, GA	911 or (706) 628-4284
Sheriff		(706) 628-4211
Fire Department, Harris County	Hamilton, GA	(706) 628-7161
State Highway Patrol (LaGrange)	LaGrange, GA	(706) 845-4104
EMS, Troup County	Hamilton, GA	(706) 883-1700
American Red Cross (South Harris)	Columbus, GA	(706) 323-5614
Water Department, City of Hamilton	Hamilton, GA	(706) 628-4768
Water Department, Harris County	Cataula, GA	(706) 324-1175
Hospital, West Georgia Medical Center	LaGrange, GA	(706) 882-1411
Hospital, The Medical Center (Columbus)	Columbus, GA	(706) 571-1000
Hospital, St. Francis (Columbus)	Columbus, GA	(706) 596-4000
Muscogee County (Columbus)		
Emergencies		911
Sheriff	Columbus, GA	911 (706) 653-4225
Police, City of Columbus	Columbus, GA	911 (706) 653-3205
Fire Department, City of Columbus	Columbus, GA	911 (706) 653-3500
State Highway Patrol (Manchester)	Manchester, GA	(706) 846-3106 (706) 846-4326 (Emergency)

GEORGIA

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

LOCAL EMERGENCY SERVICES		
GEORGIA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Muscogee County (Columbus) (Cont'd)		
Emergency Management Agency/Homeland Security	Columbus, GA	(706) 653-3267
American Red Cross	Columbus, GA	(706) 323-5614
Columbus Waterworks	Columbus, GA	(706) 649-3400
Hospital, Doctor's	Columbus, GA	(706) 494-4262
Hospital, The Medical Center	Columbus, GA	(706) 571-1000
Hospital, Saint Francis Hospital	Columbus, GA	(706) 596-4000
Coweta County		
Emergencies	Newnan, GA	911 (770) 254-3911
Sheriff	Newnan, GA	(770) 253-9911
State Highway Patrol	Newnan, GA	(770) 254-7200
Police, City of Newnan	Newnan, GA	(770) 254-3911
Fire Department, City of Newnan	Newnan, GA	(770) 253-3911
Emergency Management Agency	Newnan, GA	(770) 254-2650 (770) 254-3911
American Red Cross	Newnan, GA	(770) 253-2056
Water Department (County) (Coweta Water Authority)	Newnan, GA	(770) 254-3710
Newnan Utilities (Newnan)	Newnan, GA	(770) 683-5516
Hospital, Newnan (Piedmont Hospital)	Newnan, GA	(770) 304-4000
Spalding County		
Emergencies	Griffin, GA	911 (770) 229-9911
Sheriff	Griffin, GA	(770) 467-4282
State Highway Patrol, Post 1	Griffin, GA	(770) 229-3410

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***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

LOCAL EMERGENCY SERVICES		
GEORGIA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Fire Department	Griffin, GA	(770) 229-6416
Police, City of Griffin	Griffin, GA	(770) 227-2241 (fax) (770) 229-6450
Fire Department, City of Griffin	Griffin, GA	(770) 229-6415 (770) 229-6416
Emergency Management Agency	Griffin, GA	(770) 228-2129
American Red Cross, Metropolitan Atlanta Chapter	Atlanta, GA	(404) 876-3302
Water Department, Public Works	Griffin, GA	(770) 229-6423
Hospital, Spalding Regional Medical Center	Griffin, GA	(770) 228-2721
Pike County		
Emergencies		911 or 770-567-7296
Sheriff	Zebulon, GA	(770) 567-8431
Police, City of Zebulon	Zebulon, GA	(770) 567-8441
Fire Department, City of Zebulon	Zebulon, GA	(770) 567-5832
State Highway Patrol, Post 26	Thomaston, GA	(706) 646-6448
American Red Cross	Macon, GA	(478) 743-8671
American Red Cross	Thomaston, GA	(706) 647-3023
Water Department, City of Zebulon	Zebulon, GA	(770) 567-8748
Hospital, Spalding Regional Medical Center	Griffin, GA	(770) 228-2721
Hospital, Upson Regional	Thomaston, GA	(706) 647-8111
Lamar County		
Emergencies	Barnesville, GA	911 or (770) 358-5159
Sheriff	Barnesville, GA	(770) 358-5159
Police, City of Barnesville	Barnesville, GA	911 or (770) 358-5159 (770) 358-1234 (Night)
Fire Department, City of Barnesville	Barnesville, GA	911 or 770-358-5159 (770) 358-3262

GEORGIA

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

LOCAL EMERGENCY SERVICES		
GEORGIA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Lamar County		
State Highway Patrol	Forsyth, GA	(478) 993-3000
American Red Cross	Macon, GA	(478) 743-8671
Hospital, Upson Regional	Thomaston, GA	(706) 647-8111
Upson County		
Emergencies	Thomaston, GA	911 or (706) 646-7912
Sheriff	Thomaston, GA	(706) 647-7411
State Highway Patrol, Post 26	Thomaston, GA	(706) 646-6448
Fire Department	Upson, GA	911 or (706) 646-7912
Police, City of Thomaston	Thomaston, GA	911 or (706) 647- 5455
Fire Department, City of Thomaston	Thomaston GA	(706) 647-7543
Ambulance (EMS)	Thomaston, GA	911 or (706) 647-7700
Emergency Management Agency	Thomaston, GA	(706) 647-5600
American Red Cross, Metropolitan Atlanta Chapter	Atlanta, GA	(404) 876-3302
Hospital, Upson Regional	Thomaston, GA	(706) 647-8111
Monroe County		
Emergencies		911 or (478) 994-7010
Sheriff	Forsyth, GA	(478) 994-7050
State Highway Patrol, Post 44	Forsyth, GA	(478) 993-3001
Fire Department	Forsyth, GA	(478) 994-7004
Ambulance (EMS)	Forsyth, GA	(478) 994-7010
Police, City of Forsyth	Forsyth, GA	(478) 994-6022
Fire Department, City of Forsyth	Forsyth, GA	(478) 994-2040
Emergency Management Agency	Forsyth, GA	(478) 994-7004
American Red Cross, Central Georgia Chapter	Macon, GA	(478) 743-8671
Hospital, Monroe County	Forsyth, GA	(478) 994-2521

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

LOCAL EMERGENCY SERVICES		
GEORGIA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Crawford County		
Emergencies		**(No 911; Sheriff dispatches others)**
Sheriff	Knoxville, GA	(478) 836-3116
State Highway Patrol, Post 26	Thomaston, GA	(706) 646-6448
Police, City of Roberta	Roberta, GA	(478) 836-3119
Fire & Ambulance, City of Roberta	Roberta, GA	(478) 836-3766
Emergency Management Agency	Roberta, GA	(478) 836-2616
American Red Cross, Central Georgia Chapter	Macon, GA	(478) 743-8671
Hospital, Medical Center of Central Georgia	Macon, GA	(478) 633-1000
Hospital, Coliseum Medical Center	Macon, GA	(478) 751-1111
Hospital, Peach Regional Medical Center	Fort Valley, GA	(478) 825-8691
Bibb County (Macon)		
Emergencies		911 or (478) 751-7500
Sheriff	Macon, GA	(478) 746-9441
State Highway Patrol	Forsyth, GA	(478) 993-3000
Police, City of Macon	Macon, GA	(478) 751-7500
Fire Department, City of Macon	Macon, GA	(478) 751-7300
Emergency Management Agency	Macon, GA	(478) 751-7214
American Red Cross	Macon, GA	(478) 743-8671
Hospital, Coliseum Medical Center	Macon, GA	(478) 765-7000
Hospital, Medical Center of Central Georgia	Macon, GA	(478) 633-1000
Hospital, Coliseum	Macon, GA	(478) 751-1111
Douglas County (Austell)		
Emergencies		911
Sheriff	Douglasville, GA	(770) 942-2121
Fire and Ambulance	Douglasville, GA	(770) 949-1212

GEORGIA

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

LOCAL EMERGENCY SERVICES		
GEORGIA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Douglas County (Austell) (Cont'd)		
State Highway Patrol (Metro Atlanta Area)	Atlanta, GA	(404) 624-6077 (emergency)
Fire and EMS, Douglas County	Douglasville, GA	911 (770) 949-1212
Police, City of Douglasville	Douglasville, GA	911 (770) 942-3211
Police, City of Austell	Austell, GA	911 (770) 944-4319
Fire Department, City of Austell	Austell, GA	911 (770) 944-4319
American Red Cross	Marietta, GA	(770) 428-2695 (770) 428-2696
Hospital, Douglas General	Douglasville, GA	(770) 949-1500
Fulton County (College Park)		
Emergencies		911
Sheriff	Atlanta, GA	911 (404) 730-5100
State Highway Patrol (Metro Atlanta Area)	Atlanta, GA	(404) 624-6077 (emergency) (404) 699-4368
Police Department	Atlanta, GA	911 (404) 730-5700
Fire Department	Atlanta, GA	911 (404) 730-7901
EMS		911 (404) 730-7901
Police, City o f Atlanta	Atlanta, GA	911 (404) 730-5700
Police, City of East Point	East Point, GA	911 (404) 761-2177
Fire Department, City of East Point	East Point, GA	911 (404) 761-2177
Police, City of College Park	College Park, GA	911 (404) 766-3618
Fire Department, City of College Park	College Park, GA	911 (404) 766-3618
Police, City of Hapeville	Hapeville, GA	911 (404) 768-7171

GEORGIA

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

LOCAL EMERGENCY SERVICES		
GEORGIA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Fulton County (College Park) (Cont'd)		
Fire Department, City of Hapeville	Hapeville, GA	911 (404) 768-7171
Atlanta Airport Emergency (Fire, Police, Medical)	Atlanta, GA	(404) 530-6666
Atlanta Airport Security	Atlanta, GA	(404) 530-6667
Airport Commissioner	Atlanta, GA	(404) 530-6600
American Red Cross	Atlanta, GA	(404) 876-3302
Hospital, South Fulton Medical Center	East Point, GA	(404) 466-1170
Hospital, Grady Memorial	Atlanta, GA	(404) 616-4307
Hospital, Crawford Long	Atlanta, GA	(404) 686-4411
Hospital, Atlanta Medical Center	Atlanta, GA	(404) 265-4000
Clayton County		
Sheriff	Jonesboro, GA	(770) 471-1122
State Highway Patrol (Metro Atlanta Area)	Atlanta, GA	(404) 624-6077 (emergency)
Police Department	Jonesboro, GA	(770) 471-4242
Fire Department	Jonesboro, GA	(770) ;471-4242
American Red Cross (Metro Atlanta)	Atlanta, GA	(404) 876-3302
Hospital, Southern Regional Medical Center	Riverdale, GA	(770) 991-8000

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

GEORGIA UTILITIES AND RAILROADS		
WATER SUPPLIES		
COMPANY	**LOCATION**	**OFFICE/ ALTERNATE**
City of Athens	Athens, GA	(706) 613-3495 (706) 613-3481
City of Athens (Oconee Water Treatment Plant)	Athens, GA	(706) 613-3481
City of Athens (Sandy Creek Pump House)	Athens, GA	(706) 613-3631
City of Atlanta	Atlanta, GA	(404) 658-7220
City of Bowdon	Bowdon, GA	(770) 258-8985
City of Carrollton	Carrollton, GA	(706) 649-3400
City of Columbus	Columbus, GA	(706) 653-4225 (706) 649-3400
City of Conyers	Conyers, GA	(770) 483-4411
City of Covington	Covington, GA	(706) 786-5324
Douglas County	Douglasville, GA	(770) 942-6633
Douglas County (Chapel Hill Plant)	Douglasville, GA	(770) 920-1871
City of East Point	East Point, GA	(404) 761-2177
City of Elberton	Elberton, GA	(706) 283-2575
City of Greensboro	Greensboro, GA	(706) 453-7967
Haralson County Water Authority	Haralson County, GA	(770) 646-6633
City of LaGrange	LaGrange, GA	(706) 883-2130
Lamar County	Barnesville, GA	(770) 358-3431
City of Lincolnton	Lincolnton, GA	(706) 359-3239

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***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

GEORGIA UTILITIES AND RAILROADS		
WATER SUPPLIES		
COMPANY	**LOCATION**	**OFFICE/ ALTERNATE**
Monroe Water and Light	Monroe, GA	(706) 267-3429
Witco Corporation	Phenix City, AL	(205) 297-3675
City of Porterdale	Porterdale, GA	(770) 786-4672
Porterdale Hydroelectric	Porterdale, GA	(404)-329-0647
City of Ringgold	Ringgold, GA	(706) 935-3167
City of Rockmart	Rockmart, GA	(770) 748-3400
City of Rome	Rome, GA	(706) 236-4560
Smith Water Authority	Smith, AL	(205) 298-6342
City of Social Circle	Social Circle, GA	(706) 464-2953
City of Sparta	Sparta, GA	(706) 444-5753
City of Statham	Statham, GA	(706) 725-5455
City of Thomaston	Thomaston, GA	(706) 647-6633 (706) 647-9694
Thomaston Mills, Inc.	Thomaston, GA	(706) 647-6611
City of West Point	West Point, GA	(706) 645-2228
West Point Pepperell	West Point, GA	(706) 645-4000
City of Zebulon	Zebulon, GA	(706) 567-3406 (770) 567-8748
Hiwassee Utilities Commission	---	(423) 336-2862
Olin Corporation	---	(423) 336-4000
Southern Paper Company	---	(423) 336-2211
RAILROADS		
BNSF Railway	-----	(800) 832-5452
CSX	-----	(800) 232-0144
CN Railway	-----	(800) 338-0794 (800)465-9239

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

REQUIRED NOTIFICATIONS		
TENNESSEE		
AGENCY	**TELEPHONE NUMBER**	**REPORTING REQUIREMENTS (IF ANY)**
Tennessee Emergency Management Agency (TEMA) Nashville, TN	(615) 741-0001* (800) 258-3300*	TYPE: Any discharge of oil that leaves Facility property or any oil discharge that has impacted or threatens to impact navigable waters or release of a hazardous substance in an amount equal to or greater than the Federal Reportable Quantity (RQ). Notes: 1. Waters of the state include surface and subsurface waters. 2. Waters of the state include surface waters and subsurface waters (i.e. groundwater). This means that spills of petroleum at truck racks that are contained within impervious secondary containment systems and do not escape the system into groundwater or surface water are not reportable. VERBAL: Immediately WRITTEN: As requested by the agency
Tennessee Environmental Conservation Knoxville, TN	(615) 532-0625*	TYPE: All spills that impact state waters. VERBAL: Immediately WRITTEN: As requested by the agency
Local Emergency Planning Committee(s) (LEPCs) Hamilton County Bradley County McMinn County Monroe County Loudon County/EMA Knox County	 (423) 495-1743 (423) 728-7289 (423) 744-2720 (423) 442-4357 (865) 988-0175 (865) 215-2297	TYPE: All releases of pipeline transported material (beyond the fenceline) must be reported. Calls to 911 concerning petroleum spills will usually alert LEPC, however, it is advisable to notify them directly for any spill that requires a 911 notification. See Section 2.2 for corporate reporting polices/procedures. VERBAL: Immediately WRITTEN: Follow up report required in the event of 41 barrels or more of aviation gasoline. Aviation gasoline contains tetraethyl lead, which is not a naturally occurring fraction of petroleum.

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

NON REQUIRED ASSISTANCE/ADVISORY NOTIFICATIONS (outside resources)		
TENNESSEE		
AGENCY	**LOCATION**	**OFFICE/ ALTERNATE**
OSHA (For Reportable Injury or Death)	Area Office	(800) 321-6742
U.S. Environmental Protection Agency (EPA) Region IV	Atlanta, GA	(404) 562-8700*
U.S. Fish and Wildlife Service (USFWS) Dept. of Natural Resources	Atlanta, GA	(404) 656-4863
Pipeline and Hazardous Materials Safety Administration – Southern Region	Atlanta, GA	(404) 832-1147 800) 424-8802* (NRC)
U.S. Coast Guard Sector Ohio Valley	Louisville, KY	(800) 253-7465* (502) 779-5402 (Fax)
U.S. Coast Guard Marine Safety Detachment Nashville	Nashville, TN	(615) 736-5421 (202) 372-1918 (Fax)
Tennessee Highway Patrol (District Office)	Knoxville, TN	(865) 594-5800
Department of Energy & Conservation Environment & Conservation (Knoxville Office)	Knoxville, TN	(865) 594-6035
Tennessee Wildlife Resources Agency	Nashville, TN	(615) 781-6500
Knoxville 10 News (Recorded Forecasts) McGee Tyson Airport	Knoxville, TN	(865) 521-6300

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

LOCAL EMERGENCY SERVICES		
TENNESSEE		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Hamilton County (Chattanooga)		
Emergencies	Chattanooga, TN	911 or (423) 622-7777*
Sheriff	Chattanooga, TN	911 or (423) 622-0022
State Highway Patrol	Chattanooga, TN	911 or (423) 634-6890 (423) 634-6898 (Information)
Police, City of Chattanooga	Chattanooga, TN	911 or (423) 698-2525
Fire Department, City of Chattanooga	Chattanooga, TN	911 or (423) 266-2753
Police, City of Collegedale	Collegedale, TN	911 or (423) 396-3133
Fire Department, City of Collegedale	Collegedale, TN	911 or (423) 622-7777
Emergency Management Agency	Chattanooga, TN	(423) 622-7777
American Red Cross	Chattanooga, TN	(423) 265-3455 (423) 265-3459 (night)
Water Department (Tennessee – American)	Chattanooga, TN	(423) 755-7654
Hospital, Eastridge Humana	Chattanooga, TN	(423) 855-3522
Hospital, Erlanger Medical Center	Chattanooga, TN	(423) 778-2094
Hospital, Memorial Hospital	Chattanooga, TN	(423) 495-2525
Hospital, Parkridge Medical Center	Chattanooga, TN	(423) 698-6061
Memorial Ambulance Service		(423) 495-3677
Bradley County (Cleveland)		
Bradley County Dispatch	Cleveland, TN	(423) 728-7311*
Emergencies	Cleveland, TN	911 or (423) 476-0678
Sheriff	Cleveland, TN	(423) 728-7301
Police, City of Cleveland	Cleveland, TN	(423) 728-7311
Fire & Rescue, City of Cleveland	Cleveland, TN	911 or (423) 472-2181
State Highway Patrol (Chattanooga)	Chattanooga, TN	(423) 634-6890 (423) 634-6898
Emergency Management Agency	Cleveland, TN	(423) 728-7289 (423) 728-7281*
American Red Cross	Cleveland, TN	(423) 472-1595

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

LOCAL EMERGENCY SERVICES		
TENNESSEE		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Bradley County (Cleveland) (Cont'd)		
Water Department (CUB)	Cleveland, TN	(423) 472-4521
Hospital, Sky Ridge	Cleveland, TN	(423) 559-6000
Hospital, Sky Ridge West	Cleveland, TN	(423) 339-4100
McMinn County		
Emergencies	Athens, TN	911 (423) 744-2720
Sheriff	Athens, TN	(423) 744-8105
State Highway Patrol	Athens, TN	(423) 634-6890
Police, City of Athens	Athens, TN	911 (423) 744-2720
Fire Department, City of Athens	Athens, TN	(423) 744-2720
Emergency Management Agency	Athens, TN	(423) 744-5256
Water Department (AUB)	Athens, TN	(423) 745-4501
Hospital, Athens Regional Medical Center	Athens, TN	(423) 745-1411
Monroe County		
Emergencies	Madisonville, TN	911 (423) 442-4357
Sheriff	Madisonville, TN	(423) 442-4357
State Highway Patrol (Knox District)	Knoxville, TN	(865) 594-5800
Police, City of Sweetwater	Sweetwater, TN	(423) 442-4357
Fire Department, City of Sweetwater	Sweetwater, TN	(423) 442-4357
Emergency Management Agency	Madisonville, TN	(423) 442-4357
American Red Cross	Sweetwater, TN	(423) 337-9011
Water Department/City Hall	Madisonville, TN	(423) 442-9416
Hospital, Sweetwater Hospital	Sweetwater, TN	(423) 337-6171

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

LOCAL EMERGENCY SERVICES		
TENNESSEE		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Loudon County		
Emergencies	Loudon, TN	911 (865) 986-9081
Sheriff	Loudon, TN	(865) 986-9081
Fire Department	Loudon, TN	(865) 986-9081
Police, City of Loudon	Loudon, TN	(865) 986-9081
State Highway Patrol (Knox District)	Knoxville, TN	(865) 594-5800
Fire Department, City of Loudon	Loudon, TN	(865) 986-9081
Police, City of Lenior City	Lenior City, TN	(865) 986-9081
Fire Department, City of Lenior City	Lenior City, TN	(865) 986-9081
Fire Department, City of Philadelphia	Philadelphia, TN	(865) 986-9081
Emergency Management Agency	Loudon, TN	(865) 988-0175
American Red Cross	Loudon, TN	(865) 986-3468
Water Department (LCUB)	Lenior City, TN	(865) 986-6591
Hospital, Fort Loudon Medical Center	Loudon, TN	(865) 271-6000

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

LOCAL EMERGENCY SERVICES		
TENNESSEE		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Knox County		
Emergencies-City	Knoxville, TN	911 (865) 215-1132
Emergencies-County	Knoxville, TN	911 (865) 215-4010
Sheriff	Knoxville, TN	911 (865) 215-4010
State Highway Patrol	Knoxville, TN	(865) 594-5800
Police, City of Knoxville	Knoxville, TN	911 (865) 215-1132
Fire Department, City of Knoxville	Knoxville, TN	911 (865) 215-1132
Emergency Management Agency	Knoxville, TN	(865) 215-1132
American Red Cross	Knoxville, TN	(865) 584-2999
Water Department	Knoxville, TN	(865) 524-2911
Hospital, University of Tennessee	Knoxville, TN	(865) 544-9000
Hospital, Ft. Sanders Regional Medical Center	Knoxville, TN	(865) 541-1111
Hospital, Saint Mary's	Knoxville, TN	(865) 545-8000

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

TENNESSEE UTILITIES AND RAILROADS		
WATER SUPPLIES		
COMPANY	**LOCATION**	**OFFICE/ ALTERNATE**
City of Athens Utilities Board	Athens, TN	(423) 745-4501
Calhoun Charleston Utility District	Calhoun, TN	(423) 336-3571
Hiwassee Utilities Commission	Charleston, TN	(423) 336-2862
Eastside Utility District	Chattanooga, TN	(423) 892-2890
Eastside Utility Filter Plant	Chattanooga, TN	(423) 892-1308
Suck Creek Utility District	Chattanooga, TN	(423) 658-9497
Tenn American Water Company	Chattanooga, TN	(866) 736-6420
Invista	Chattanooga, TN	(423) 875-7211
Cleveland Utilities	Cleveland, TN	(423) 472-4521
Ocoee Utility District	Cleveland, TN	(423) 559-8505
Evansville Water Utility District	Dayton, TN	(423) 775-1817
Holiday Shores Water Services	Harriman, TN	(865) 882-5027
Watts Bar Utility District Office	Harriman, TN	(865) 882-5058
Harriman Utility Company	Harriman, TN	(865) 882-3242
Hixson Utility District	Hixson, TN	(423) 877-3513

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

TENNESSEE UTILITIES AND RAILROADS		
WATER SUPPLIES		
COMPANY	**LOCATION**	**OFFICE/ ALTERNATE**
First Utility District	Knox County, TN	(865) 966-9021
First Utility District of Knox County	Knoxville, TN	(865) 966-9741
Hallsdale Powell Utility District	Knoxville, TN	(865) 922-7547
Knoxville Utilities Board Gas Electric	Knoxville, TN	(865) 524-2911
L C Hammock Company, Inc.	Knoxville, TN	(865) 671-0950
West Knox Utility District	Knoxville, TN	(865) 690-2521
West Knox Utility District (Water)	Knoxville, TN	(865) 945-2677 (865) 690-4403 (Nights)
Dixie Lee Utilities District	Lenoir City, TN	(865) 986-2025
Lenoir City Utilities Board	Lenoir City, TN	(865) 986-6591
Martel Utility District	Lenoir City, TN	(865) 986-7123
Lenoir City Utilities	Lenoir City, TN	(865) 986-6591
Loudon Utilities Emergency	Loudon, TN	(865) 458-2091
Oneida Water and Sewer Works	Oneida, TN	(423) 569-6311
Etowah Utilities	Polk County, TN	(423) 263-9441
Roan Mountain Water Department	Roan Mountain, TN	(423) 772-3789
Waldens Ridge Utility District	Signal Mountain, TN	(423) 886-2683
Mowbray Mountain Utility District	Soddy Daisy, TN	(423) 332-2427
Soddy Daisy Falling Water Utilities	Soddy Daisy, TN	(423) 332-2427 (423) 332-1339
Gas Company	Sweetwater, TN	(423) 337-6890*
Riceville Water Dept	Riceville, TN	(423) 462-2701

TENNESSEE

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

TENNESSEE UTILITIES AND RAILROADS		
WATER SUPPLIES		
COMPANY	**LOCATION**	**OFFICE/ ALTERNATE**
Sweetwater Utilities	Sweetwater, TN	(423) 337-6890
Sweetwater Utilities Board Water	Sweetwater, TN	(423) 337-6890
Public Utilities	Sweetwater, TN	(423) 337-5081
RAILROADS		
Burlington Northern – Chief Dispatcher	-----	(800) 832-5452
Norfolk Southern	-----	(800) 453-2530
CSX	-----	(800) 232-0144
Canadian National Illinois Central	-----	(800) 465-9239

TENNESSEE

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

REQUIRED NOTIFICATIONS SOUTH CAROLINA		
AGENCY	**TELEPHONE NUMBER**	**REPORTING REQUIREMENTS (IF ANY)**
South Carolina Department of Health and Environmental Control (SC DHEC) Columbia, SC	(803) 253-6488*	TYPE: Any discharge of oil that leaves Facility property or any oil discharge that has impacted or threatens to impact navigable waters or release of a hazardous substance in an amount equal to or greater than the Federal Reportable Quality (RQ). Note: Under South Carolina requirements, petroleum releases that are completely contained and affecting only facility personnel are not reportable. VERBAL: Immediately WRITTEN: As requested by the agency For spills of any pollutant (which includes refined petroleum products) anywhere in the state (including those solely on company property) or any spill into surface waters.
South Carolina Emergency Preparedness) Anderson Cherokee Greenville Laurens Spartanburg	(864) 260-4022 (864) 260-4444 (864) 487-2747 (864) 467-2680 (864) 271-5210 (24-hrs.- Sheriff) (864) 984-4731 (864) 984-2523* (864) 596-2047 (864) 596-2076*	TYPE: All releases of pipeline transported material (beyond the fenceline) must be reported. Calls to 911 concerning petroleum spills will usually alert LEPC, however, it is advisable to notify them directly for any spill that requires a 911 notification. VERBAL: Immediately WRITTEN: Follow up report required in the event of 41 barrels or more of aviation gasoline. Aviation gasoline contains tetraethyl lead, which is not a naturally occurring fraction of petroleum.

SOUTH CAROLINA

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

NON REQUIRED ASSISTANCE/ADVISORY NOTIFICATIONS (outside resources)		
SOUTH CAROLINA		
AGENCY	**LOCATION**	**OFFICE/ ALTERNATE**
OSHA (For Reportable Injury or Death)	Area Office	(800) 321-6742
U.S. Environmental Protection Agency (EPA) - Region IV	Atlanta, GA	(404) 562-8700*
Pipeline and Hazardous Materials Safety Administration – Southern Region	Atlanta, GA	(404) 832-1147 (800) 424-8802* (NRC)
U.S. Coast Guard Sector Charleston	Charleston, SC	(843) 724-7616* (843) 724-7608 (Fax)
U.S. Fish and Wildlife Service (USFWS) Region IV	Atlanta, GA	(404) 679-7094
South Carolina Emergency Response Commission (SERC)	Columbia, SC	(803) 253-6488 (888) 481-0125
South Carolina State Police	Spartanburg, SC	(864) 587-4700
National Weather Service (Recorded Forecasts)	Spartanburg, SC	(864) 583-5000

SOUTH CAROLINA

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

LOCAL EMERGENCY SERVICES		
SOUTH CAROLINA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Anderson County (Anderson)		
Emergency	Anderson, SC	911
Sheriff	Anderson, SC	(864) 260-4444* (Dispatch)
Fire Department	Anderson, SC	(864) 226-6013 (Alarm Line) (864) 260-4016 Dispatch
Police, City of Anderson	Anderson, SC	(864) 231-2277
Fire Department, City of Anderson	Anderson, SC	(864) 231-2280 (Dispatch)
Police, City of Belton	Belton, SC	(864) 338-8448
Fire Department, City of Belton	Belton, SC	(864) 338-7048
Rescue Squad, City of Belton	Belton, SC	(864) 338-7555
Hospital, Anderson Area Memorial	Anderson, SC	(864) 261-1000
Greenville County		
Emergency	Greenville, SC	911
Sheriff	Greenville, SC	(864) 260-4400
Police, City of Greenville	Greenville, SC	(864) 271-5333 (864) 967-9536 (Simpsonville)
EMS, City of Greenville	Greenville, SC	(864) 467-8001
Rescue Squad, City of Simpsonville	Simpsonville, SC	(864) 967-9536
Fire Department, City of Simpsonville	Simpsonville, SC	(864) 967-9545
Hospital, Greenville Memorial	Greenville, SC	(864) 455-7000
Hospital, Hillcrest	On Laurens Rd between Simpsonville and Fountain Inn	(864) 967-6100
Laurens County		
Sheriff	Laurens, SC	(864) 984-4967 (emergency) (864) 984-0812
State Highway Patrol	Laurens, SC	(864) 682-3211

SOUTH CAROLINA

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

LOCAL EMERGENCY SERVICES		
SOUTH CAROLINA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Spartanburg County (Spartanburg)		
Sheriff	Spartanburg, SC	911 (864) 596-2540 (864) 596-2222 Dispatch
State Highway Patrol	Spartanburg, SC	(864) 587-4700
Fire Department		911 (864) 596-2075
Police, City of Spartanburg	Spartanburg, SC	911 (864) 596-2376
Fire Department, City of Spartanburg	(Responds outside of city limits only when other departments requests assistance)	911 (864) 596-2083
Emergency Preparedness Department	Spartanburg, SC	911 (864) 596-2047
Ambulance	Spartanburg, SC	911 (864) 560-6118
Hospital, Spartanburg Regional Medical Center	Spartanburg, SC	(864) 560-6000
Hospital, Mary Black Hospital	Spartanburg, SC	(864) 573-3000
Cherokee County		
Emergencies: County		911 (864) 487-2747 Outside
Sheriff		(864) 489-4722 (864) 487-2747 Dispatch
Police, City of Blacksburg	Blacksburg, SC	(864) 839-2331
Fire Department, City of Blacksburg	Blacksburg, SC	(864) 839-6061
Hospital, Upstate Carolina Medical Center	Gaffney, SC	(864) 487-4271
Ambulance Service Upstate Carolina Medical Center	Gaffney, SC	(864) 487-4271

SOUTH CAROLINA

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

SOUTH CAROLINA UTILITIES AND RAILROADS		
WATER SUPPLIES		
COMPANY	**LOCATION**	**OFFICE/ ALTERNATE**
West Anderson Water Company	Anderson SC	(864) 225-5741
Broadway Water and Sewer District	Anderson, SC	(864) 225-3821
Big Creek Water and Sewer District	Belton, SC	(864) 847-4957
Hammond Water and Sewer Company	Belton, SC	(864) 847-4957
Powdersville Water Company, Inc.	Easley, SC	(864) 269-5440
Board of Public Works	Gaffney, SC	(864) 488-8800
Daniel Morgan Water District	Gaffney, SC	(864) 461-2235
Grassy Pond Water Company	Gaffney, SC	(864) 489-7777
Greenville Water System	Greenville, SC	(864) 241-6155
Commissioner of Public Works	Greenwood, SC	(864) 942-8100
Commission of Public Works	Greer, SC	(864) 877-3381
Laurens County Water and Sewer	Laurens, SC	(864) 682-3250 (864) 682-3259
Metro Sub District B W Supply System	Spartanburg, SC	(864) 503-0822
Spartanburg Water System	Spartanburg, SC	(864) 582-6375
Starr Iva Water and Sewer Authority	Starr, SC	(864) 352-6717
Utilities Department	Union, SC	(864) 429-1707 After Hours (864) 429-1717
Belton & Honea Path Pumping Station	Ware Shoals, SC	(864) 369-7442

SOUTH CAROLINA

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

SOUTH CAROLINA UTILITIES AND RAILROADS		
COMPANY	LOCATION	OFFICE/ ALTERNATE
RAILROADS		
CSX	-----	(800) 232-0144
Norfolk Southern	-----	(800) 453-2530

SOUTH CAROLINA

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

REQUIRED NOTIFICATIONS		
NORTH CAROLINA		
AGENCY	**TELEPHONE NUMBER**	**REPORTING REQUIREMENTS (IF ANY)**
North Carolina Department of Environment, Health, and Natural Resources (NCDENR) Raleigh, NC	(800) 858-0368 NC State Division Of Emergency Mgt. (919) 733-3861 Alternate Number ----- (336) 771-4600 (Division of Air Quality)	TYPE: 1) All spills involving oil or oil products greater than 25 gallons 2) Spills involving oil or oil products causing a sheen on surface water 3) Spills involving oil or oil products occurring within 100' of a surface water body 4) Spills involving oil or oil products incapable of being cleaned up within 24-hours 5) Any oil discharge that has impacted or threatens to impact navigable waters or release of a hazardous substance in an amount equal to or greater than the Federal Reportable Quantity (RQ). 6) Any amount onto land if it was done willfully, knowingly or intentionally. 7) Releases and suspected releases of any amount originating from an underground storage tank (UST). VERBAL: Immediately WRITTEN: As requested by the agency For spills of any refined petroleum products anywhere in the state (including those solely on company property) or any spill into surface waters.
North Carolina Petroleum Council	(919) 828-5438	TYPE: **ONLY THE PAW CREEK AREA, any spill, leak or other operating incident that may manifest itself in the environment.** **VERBAL: Immediately** WRITTEN: Not required

NORTH CAROLINA

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

REQUIRED NOTIFICATIONS		
NORTH CAROLINA		
AGENCY	TELEPHONE NUMBER	REPORTING REQUIREMENTS (IF ANY)
Local Area Planning Committee(s) (LEPCs)		TYPE: Calls to 911 concerning petroleum spills will usually alert LEPC, however, it is advisable to notify them directly for any spill that requires a 911 notification. VERBAL: Immediately WRITTEN: Follow up report required in the event of 41 barrels or more of aviation gasoline. Aviation gasoline contains tetraethyl lead, which is not a naturally occurring fraction of petroleum.
Area E		
Cleveland	(704) 484-4841	
Gaston	(704) 866-3300 – 24-hr.	
Mecklenburg	(704) 336-2412	
Cabarrus	(704) 920-2143	
Rowan	(704) 638-0911	
Area D		
Caswell (Sheriff's Office)	(336) 694-9311	
Davidson	(336) 242-2270 or (336) 242-2280	
Greensboro/Guilford	(336) 373-2278 / 911	
Rockingham	(336) 634-3300	
Area B		
Person	(336) 597-4262	

NORTH CAROLINA

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

NON REQUIRED ASSISTANCE/ADVISORY NOTIFICATIONS (outside resources)		
NORTH CAROLINA		
AGENCY	**LOCATION**	**OFFICE/ ALTERNATE**
OSHA (For Reportable Injury or Death)	Area Office	(800) 321-6742
U.S. Environmental Protection Agency (EPA) Region IV	Atlanta, GA	(404) 562-8700*
Pipeline and Hazardous Materials Safety Administration – Southern Region	Atlanta, GA	(404) 832-1147 (800) 424-8802* (NRC)
U.S. Coast Sector North Carolina	Atlantic Beach, NC	(252) 247-4570* (252) 247-4579 (Fax)
U.S. Fish and Wildlife Service (USFWS)	Raleigh, NC	(919) 856-4786
North Carolina Wildlife Federation	Charlotte, NC	(704) 377-4696
Land Usage Environmental Services Agency	Charlotte, NC	(704) 336-5500
North Carolina State Patrol	Charlotte, NC	(704) 855-1047

NORTH CAROLINA

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

LOCAL EMERGENCY SERVICES		
NORTH CAROLINA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Cleveland County		
Sheriff **Note:** All agencies listed in Cleveland County can be reached by radio from Sheriff's Department	Shelby, NC	911 (704) 484-4822
State Highway Patrol	Shelby, NC	(704) 480-5409
Police, City of Kings Mountain	Kings Mountain, NC	(704) 734-0444
Fire Department, City of Kings Mountain	Kings Mountain, NC	(704) 734-0555
EMS, City of Kings Mountain	Kings Mountain, NC	(704) 484-4822
Rescue Squad	Kings Mountain, NC	(704) 739-2077
Gaston County		
Sheriff	Gastoria, NC	911 (704) 869-6880
Rural Police	Gastoria, NC	911 (704) 866-3300
Ambulance – Emergency Services	Gastoria, NC	911 (704) 866-3300
Volunteer Fire Department	Gaston, NC	911 (704) 866-3300
State Highway Patrol	Gastoria, NC	(704) 853-5373
Police, City of Gastoria	Gaston, NC	911 or (704) 866-3300
Fire Department, City of Gastoria	Gastoria, NC	911 or (704) 866-6806
Hospital, Gaston Memorial	Gaston, NC	(704) 834-2811
Mecklenburg County (Charlotte)		
Sheriff	Charlotte, NC	(704) 336-2543 (704) 336-3671(Dispatch)
State Highway Patrol	Charlotte, NC	(704) 547-0042
Police	Charlotte, NC	911 (704) 336-3237
Fire Department	Charlotte, NC	911
Ambulance Service (EMS)	Charlotte, NC	911
Rescue Services (Civil Air Patrol)	Charlotte, NC	911 (704) 399-7843

***24-Hour Number**

NORTH CAROLINA

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

LOCAL EMERGENCY SERVICES		
NORTH CAROLINA		
Mecklenburg County (Charlotte) (Cont'd)		
Police, City of Huntersville	Huntersville, NC	(704) 892-7773
Volunteer Fire Department, City of Huntersville	Huntersville, NC	911 (704) 943-6200 (Dispatch)
Volunteer Fire Department, City of Pinoca	Pinoca, NC	(704) 336-2391
Hospital, Presbyterian	Charlotte, NC	(704) 384-4000
Hospital, Carolina Medical Center	Charlotte, NC	(704) 355-2000
Hospital, Mercy	Charlotte, NC`	(704) 379-5000
Cabarrus County		
Sheriff	Concord, NC	(704) 788-3108
State Highway Patrol	Concord, NC	(800) 233-3151
Fire Department	Concord, NC	(704) 920-3000
Rescue Squad	Concord, NC	(704) 920-3000
Hospital, Northeast Medical Center	Concord, NC	(704) 783-3000

NORTH CAROLINA

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

LOCAL EMERGENCY SERVICES		
NORTH CAROLINA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Rowan County (Shelby)		
Sheriff	Salisbury, NC	(704) 638-3111
State Highway Patrol	Salisbury, NC	(704) 637-0207 (emergency)
Fire Department (volunteer)	Locke, NC	(704) 636-8634
Rescue Squad	Salisbury, NC	(704) 633-5405 (If no answer, call Sheriff)
Police, City of Salisbury	Salisbury, NC	(704) 638-5333
Fire Department, City of Salisbury	Salisbury, NC	(704) 638-5351
Hospital, Rowan Memorial	Salisbury, NC	(704) 210-5000
Davidson County (Lexington)		
Sheriff	Lexington, NC	(800) 222-8131
State Highway Patrol	Lexington, NC	(336) 249 - 0247
Fire Department (County) Lexington Firefighters	Lexington, NC	(336) 243-2693
Rescue	Lexington, NC	(336) 249-9337
Police, City of Lexington	Lexington, NC	(336) 249-0131
Fire Department, City of Lexington	Lexington, NC	(336) 249-0131
Water and Sewer, Davidson County	Lexington, NC	(336) 787-5800
Hospital, Lexington Memorial	Lexington, NC	(336) 248-5161
Guilford County (Greensboro/High Point)		
Emergency Response (Greensboro only)		911 (336) 373-2222
Sheriff		911 (336) 292-6127 (officer) (336) 373-3690 (complaint)
State Highway Patrol	Greensboro, NC	(336) 334-5500 (emergency) (336) 334-5621 (admin.)
EMS/Fire Marshall	Greensboro, NC	(336) 373-7565
Ambulance		911

NORTH CAROLINA

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

LOCAL EMERGENCY SERVICES		
NORTH CAROLINA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Guilford County (Greensboro/High Point)(Cont'd)		
Police, City of Greensboro	Greensboro, NC	911 (336) 373-2222
Fire & Rescue, City of Greensboro	Greensboro, NC	911 or 373-2222
Water Resources, City of Greensboro	Greensboro, NC	(336) 373-2033
Police, City of High Point	High Point, NC	(336) 883-3224
Fire Department, City of High Point	High Point, NC	(336) 883-3374 (336) 883- 3358 (Chief)
Water Authority, City of High Point	High Point, NC	(336) 883-3100
Hospital, Moses Cone	Greensboro, NC	(336) 832-7000
Hospital, Wesley Long Community	Greensboro, NC	(336) 832-1000
Hospital, Women's	Greensboro, NC	(336) 832-6500
Hospital, High Point Regional	High Point, NC	(336) 878-6000
Rockingham County		
Emergency Response (entire county)	Wentworth, NC	911
Sheriff	Wentworth, NC	911
Caswell County (Yanceyville)		
Emergency Response (entire county)		911 (336) 694-5177
Sheriff	Yanceyville, NC	(336) 694-9311
State Highway Patrol	Yanceyville, NC	(336) 694-9306
Police, City of Yanceyville	Yanceyville, NC	(336) 694-5431
Fire Department, City of Yanceyville	Yanceyville, NC	(336) 694-5431
Ambulance & Rescue Squad, City of Yanceyville	Yanceyville, NC	(336) 694-5431
Hospital, Danville Regional	Danville, VA	(434) 799-2100
Person County		
Emergency Management (entire county)		911 (336) 597-4262

NORTH CAROLINA

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

NORTH CAROLINA UTILITIES AND RAILROADS		
WATER SUPPLIES		
COMPANY	**LOCATION**	**OFFICE/ ALTERNATE**
City of Belmont	Belmont, NC	(704) 825-2625
City of Burlington	Burlington, NC	(336) 226-7846
Stoney Creek Pump Station	Burlington, NC	(910) 226-7940
Gaston County Emergency Management	Cramerton, NC	(704) 866-3350
City of Eden	Eden, NC	(336) 627-1009
Guilford County Emergency Management	Greensboro, NC	(336) 641-3043
City of Kannapolis	Kannapolis, NC	(704) 920-4200 Public Works (704) 920-4300 Water Plant
RAILROADS		
Norfolk Southern	-----	(800) 453-2530

NORTH CAROLINA

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

REQUIRED NOTIFICATIONS		
VIRGINIA		
AGENCY	TELEPHONE NUMBER	REPORTING REQUIREMENTS (IF ANY)
Virginia Department of Emergency Management (VDEM) Richmond, VA	(804) 674-2400* (800) 468-8892*	TYPE: 1) For spills of twenty-five (25) gallons or more of refined petroleum products from any source (including USTs) anywhere in the state (including those solely on Company property) or any spill into surface waters or storm drain systems. 2) For any confirmed releases from USTs. 3) For any observations or data that indicate the presence of petroleum hydrocarbons in groundwater originating from an AST. VERBAL: Immediately WRITTEN: As requested by the agency For spills of twenty-five gallons or more of refined petroleum products anywhere in the state (including those solely on company property) or any spill into surface waters).
Virginia Department of Environmental Quality Northern Regional Office Piedmont Regional Office West Central Regional Office Blue Ridge Regional Office	(800) 468-8892* (703) 583-3800 (703) 583-3821 (Fax) (804) 527-5020 (804) 527-5106 (Fax) (540) 562-6700 (540) 562-6725 (Fax) (434) 582-5120 (434) 582-5125 (Fax)	TYPE: For spills of twenty-five gallons or more of refined petroleum products anywhere in the State (including those solely on company property) or any spill into surface waters, (between 8:15 and 5:00pm). VERBAL: Immediately WRITTEN: As requested by the agency
Public Safety Communications Center Fairfax County Fire Marshall (M-F 9-5)	(703) 691-2131* (non-emergency releases) (703) 246-4386 (emergency releases)	TYPE: **Any spill; Fairfax County.** VERBAL: Immediately WRITTEN: Not required
Maryland Department of the Environment Emergency Response Program	(866) 633-4686	TYPE: For any spill into the **Potomac River.** VERBAL: Immediately WRITTEN: Not required

VIRGINIA

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

REQUIRED NOTIFICATIONS		
VIRGINIA		
AGENCY	**TELEPHONE NUMBER**	**REPORTING REQUIREMENTS (IF ANY)**
Applicable Local Emergency Planning Committee(s) (LEPCs)		TYPE: All releases of pipeline transported material (beyond the fenceline) must be reported. Calls to 911 concerning petroleum spills will usually alert LEPC, however, it is advisable to notify them directly for any spill that requires a 911 notification. VERBAL: Immediately WRITTEN: Follow up report required in the event of 41 barrels or more of aviation gasoline. Aviation gasoline contains tetraethyl lead, which is not a naturally occurring fraction of petroleum.
Amelia	(804) 561-3039	
Caroline	(804) 633-4357	
Charlotte	(434) 542-5117	
Chesterfield	(804) 748-1431	
Fairfax	(703) 691-2131	
Franklin	(540) 483-3091	
Goochland	(804) 556-5348	
Halifax	(434) 476-3334	
Hanover	(804) 365-6140	
Henrico	(804) 501-5000	
Henry	(276) 634-4660	
Lunenburg	(434) 696-2142	
(after hours)	(434) 696-2521	
Mecklenburg	(434) 738-6191	
Nottoway	(434) 645-9044	
Prince William	(703) 792-6500	
City of Roanoke	(540) 853-2426	
Roanoke	(540) 777-8701	
Spotsylvania	(540) 582-7115	
Stafford	(540) 658-4440	
City of Richmond	(804) 646-5100	
Town of Vinton	(540) 983-0619	

VIRGINIA

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

NON REQUIRED ASSISTANCE/ADVISORY NOTIFICATIONS (outside resources)		
VIRGINIA		
AGENCY	**LOCATION**	**OFFICE/ ALTERNATE**
OSHA (For Reportable Injury or Death)	Area Office	(800) 321-6742
U.S. Environmental Protection Agency (EPA) Region III	Philadelphia, PA	(215) 814-5000
U.S. Fish and Wildlife Service (USFWS)	Gloucester, VA	(804) 693-6694
Pipeline and Hazardous Materials Safety Administration – Eastern Region	Washington, D.C.	(202) 260-8500 (800) 424-8802* (NRC)
U.S. Coast Guard Sector Hampton Roads	Portsmouth, VA	(757) 668-5555* (Opt-1) (757) 295-2046
State of Virginia Hazardous Materials Emergency Response Team	Richmond, VA	(540) 562-6700
Virginia State Police	Richmond, VA	(804)-674-2000*
Virginia Department of Environmental Quality (Main number for the entire state)	Chesterfield, VA	(800) 468-8892 (540) 562-6700

VIRGINIA

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

LOCAL EMERGENCY SERVICES		
VIRGINIA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Halifax County (South Boston)		
Sheriff		(434) 476-2334 Primary (434) 476-2121
State Police		(800) 552-0962 (434) 352-7128 Dispatch
Police	Halifax, VA	(434) 476-2526
Fire Department	Clover, VA	(434) 454-7340 911
Volunteer Fire Department, City of Scottsburg	Scottsburg, VA	(434) 454-6700
Rescue Squad	South Boston, VA	(434) 572-3960
Hospital, Halifax Regional	South Boston, VA	(434) 517-3100
Charlotte County		
Sheriff		(434) 542-5141
State Police		(434) 352-7128
Police, City of Keysville	Keysville, VA	(434) 542-5141
Meherrin Fire & Rescue	Keysville, VA	(434) 736-0633 Voice Mail
Mecklenburg County		
Sheriff		(434) 738-6171
State Police		(434) 352-7128
Police, City of Chase City	Chase City, VA	(434) 372-4244 (434) 372-5112
Fire Department, City of Chase City	Chase City, VA	(434) 738-0028
Lunenburg County		
Sheriff		(434) 696-4452 911
State Police		(800) 552-0962
Police, City of Victoria	Victoria, VA	(434) 696-2334 911
Fire & Rescue, City of Victoria	Victoria, VA	(434) 696-2605 911

VIRGINIA

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

LOCAL EMERGENCY SERVICES		
VIRGINIA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Nottoway County (Crewe)		
Sheriff		(434) 645-7710 / 911
State Police		(800) 552-9965 (in state)
Police, City of Crewe	Crewe, VA	(434) 645-7710 / 911
Fire Department, City of Crewe	Crewe, VA	(434) 645-7710 / 911
Emergency Squad, City of Crewe	Crewe, VA	(434) 645-7710 / 911
Hospital, Southside Community	Farmville, VA	(434) 392-8811
Amelia County		
Sheriff and Fire Department		(804) 561-2118 / 911
State Police		(804) 553-3445 / 911
Chesterfield County (South Richmond)		
Sheriff		(804) 748-1261 / 911
State Police		(804) 553-3444
Police Department	Chesterfield Court House Richmond, VA	911 (804) 748-1251
Fire Department	Chesterfield Court House Richmond, VA	911 or 646-5100 Richmond (804) 748-1431 Chesterfield 911
Manchester Rescue Squad	Richmond, VA	911 (804) 276-4344
Hospital, Medical College of Virginia	Richmond, VA	(804) 828-9000
Hospital, Chippenham	Richmond, VA	(804) 320-3911
Hospital, Johnston-Willis	Richmond, VA	(804) 330-2266 Emergency (804) 330-2000 (Info)
Henrico County		
Sheriff		911 (804) 501-4581
State Police		(800) 552-9965 (804) 553-3445

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VIRGINIA

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

LOCAL EMERGENCY SERVICES		
VIRGINIA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Henrico County (Cont'd)		
Police Department		911 (804) 501-5000
Fire Department		911 (804) 501-5000
Henrico Volunteer Rescue Squad	Richmond, VA	(804) 226-1669
Hospital, Medical College of Virginia	Richmond, VA	(804) 828-9000
Hospital, St. Mary's	Richmond, VA	(804) 285-2011
Hospital, Bon Secours	Richmond, VA	(804) 764-6000
Hospital, Henrico Doctors'	Richmond, VA	(804) 289-4500
Henrico Doctors-Parham	Richmond, VA	(804) 747-5600
Goochland County		
Sheriff		(804) 556-5349
State Police		(804) 553-3445
Police and Fire	Goochland, VA	(804) 556-5348
Rescue Squad	Goochland, VA	(804) 288-6686
Hanover County		
Sheriff		911 (804) 365-6140
State Police		(804) 553-3445
Police, City of Ashland	Ashland, VA	(804) 798-1227
Fire Department, City of Ashland	Ashland, VA	(804) 798-8416 Fire
Ambulance, City of Ashland	Ashland, VA	911
Fire Marshall, City of Ashland	Ashland, VA	911
Sheriff		(804) 537-6140
Caroline County		
Sheriff		(804) 633-5400
Upper Caroline Volunteer Fire Department		(804) 633-5300

VIRGINIA

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

LOCAL EMERGENCY SERVICES		
VIRGINIA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Caroline County (Cont'd)		
Police, City of Bowling Green	Bowling Green, VA	(804) 633-5400
Fire & Rescue, City of Bowling Green	Bowling Green, VA	(804) 633-5555
Hospital, Mary Washington	Fredericksburg, VA	(540) 741-1100
Spotsylvania County (Fredericksburg)		
Sheriff		(540) 582-7115
State Police		(800) 572-2260
Fire Department		(540) 582-7100
Rescue Squad & Fire (Spotsylvania)		(540) 582-7101
Police, City of Fredericksburg	Fredericksburg, VA	(540) 372-1052
Fire , City of Fredericksburg Rescue, City of Fredericksburg	Fredericksburg, VA	(540) 373-2234 (540) 373-2334
Hospital, Mary Washington	Fredericksburg, VA	(540) 741-1100
Stafford County		
Emergency Services-Police, Fire and Rescue		911 (540) 658-4444
Coordinator – Emergency Services	Stafford, VA	911 (540) 658-8685 (540) 658-4440-24 Hours
Sheriff	Stafford, VA	(540) 658-4400
State Police		(800) 572-2260
Hospital, Mary Washington	Fredericksburg, VA	(540) 741-1100

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

LOCAL EMERGENCY SERVICES		
VIRGINIA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Prince William County		
State Police		(800) 572-2260 (703) 791-3101
Police, Fire and Rescue		911 (703) 792-6500
Hospital, Potomac	Woodbridge, VA	(703) 670-1313
Fairfax County (Washington)		
Police, Fire and Rescue		911 (703) 691-2131
State Police		(800) 572-4510 (703) 323-4500
Hospital, Fairfax	Falls Church, VA	(703) 698-1110
Hospital, Alexandria	Alexandria, VA	(703) 504-3000
Henry County (Martinsville)		
Emergency Response (entire county)		911 (276) 638-8751
Sheriff		911 (276) 656-4200
State Police		(540) 380-5700
Hospital, Memorial Hospital	Martinsville, VA	911 (276) 666-7200

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

LOCAL EMERGENCY SERVICES		
VIRGINIA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Franklin County		
Emergency Response (entire county)		911 (540) 483-3000
State Police		(540) 380-5700
Sheriff	Rocky Mount, VA	(540) 483-3000
Roanoke County (Roanoke)		
Emergency Response (outside cities)		911 (540) 562-3265
Sheriff	Salem, VA	911 (540) 387-6139
State Police		(540) 380-5700
Clearbrook Life Saving & Rescue Squad	Roanoke, VA	(540) 387-0211
Emergency, City of Roanoke	Roanoke, VA	911 (540) 344-6681
Police, City of Roanoke	Roanoke, VA	911 (540) 853-2211
Sheriff, City of Roanoke	Roanoke, VA	(540) 853-2941
Fire Department, City of Roanoke	Roanoke, VA	911 (540) 853-2327(Information)
Emergency, Town of Vinton	Vinton, VA	911 (540) 983-0636
Fire Department, Town of Vinton	Vinton, VA	911 (540) 983-0629
First Aid Crew, Town of Vinton	Vinton, VA	911 (540) 983-0641
Hospital, Roanoke Memorial	Roanoke, VA	(540) 981-7000

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

LOCAL EMERGENCY SERVICES		
VIRGINIA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
City of Richmond		
Police Department		911 (804) 780-5100
State Police	Richmond, VA	(800) 522-9965 (in state)
Fire Department	Richmond, VA	911 (804) 646-6640
Rescue	Richmond, VA	911
FBI	Richmond, VA	(804) 261-1044
Hospital, Medical College of Virginia	Richmond, VA	(804) 828-9000
Hospital, Chippenham	Richmond, VA	(804) 320-3911
Hospital, Johnston-Willis Dr.	Richmond, VA	(800) 330-2273 Emergency (804) 330-2000 (Information)
Hospital, St. Mary's	Richmond, VA	(804) 285-2011
Hospital, Stuart	Richmond, VA	(804) 358-7051
Fairfax County (Washington)		
Police, Fire and Rescue	Multiple Locations	911 (703) 691-2131
State Police	Multiple Locations	(800) 572-4510 (703) 323-4500
Police, City of Alexandria	Alexandria, VA	911 (703) 750-6411
Fire Department, City of Alexandria	Alexandria, VA	911 (703) 549-5100
Police, Dulles Airport	Dulles Airport	(703) 572-2950
Fire Department, Dulles Airport	Dulles Airport	(703) 572-2970
Police	Washington National Airport	(703) 572-2950
Fire & Rescue	Washington National Airport	(703) 417-8200

VIRGINIA

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

VIRGINIA UTILITIES AND RAILROADS		
WATER SUPPLIES		
COMPANY	**LOCATION**	**OFFICE/ ALTERNATE**
Pump Station (Swift Creek Reservoir Station)	Chesterfield County, VA	(804) 744-1360
Pump Station (Crystal Lake)	Crewe, VA	(804) 645-8445 (804) 645-7207
City of Danville	Danville, VA	(804) 799-6473
City of Martinsville	Martinsville, VA	(276) 638-3971
Filtration Plant (James River)	Richmond, VA	(804) 780-6286
Filter Plant (Pigg River)	Rock Mount, VA	(540) 483-5747
RAILROADS		
CSX	-----	(800) 232-0144
Norfolk Southern	-----	(800) 453-2530

VIRGINIA

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FIGURE 2.7

EXTERNAL NOTIFICATION REFERENCE

FEDERAL NOTIFICATIONS – ALL STATES		
REQUIRED EXTERNAL NOTIFICATIONS		
AGENCY	**TELEPHONE NUMBER**	**REPORTING REQUIREMENTS (IF ANY)**
National Response Center Washington, D.C. (NRC)	(800) 424-8802* (202) 267-2675* (202) 267-1322 (Fax)	TYPE: A telephone report must be submitted for any failure in a pipeline system that: 1. Caused a death or a personal injury requiring hospitalization 2. Resulted in either a fire or explosion not intentionally set by the carrier. 3. Caused estimated damage to the property of the carrier or others, or both, of a total of $50,000 or more. 4. Resulted in the pollution of any stream, river, lake, reservoir, or other similar body of water that violated applicable water or adjoining shore line, causing a discoloration or emulsion beneath the surface of the water or upon adjoining shorelines. 5. In the judgment of the carrier, was significant even though it did not meet the criteria of any other subparagraph of this paragraph **(only as approved by KM senior management through an ERL call)**. VERBAL: Immediate notification required (typically this has been interpreted to be within two hours; notification should be as soon as possible). WRITTEN: Not required

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FIGURE 2.7

EXTERNAL NOTIFICATION REFERENCE (Cont'd)

FEDERAL NOTIFICATIONS – ALL STATES		
REQUIRED EXTERNAL NOTIFICATIONS		
AGENCY	**TELEPHONE NUMBER**	**REPORTING REQUIREMENTS (IF ANY)**
Department of Transportation Information Resources Manager Office of Pipeline Safety Pipeline and Hazardous Materials Safety Administration US Dept. of Transportation Room 2103, 400 Seventh Street SW Washington, DC 20590 Fax Filing: (202) 366-4566	(800) 424-8802* (202) 366-4595	TYPE: In addition to the reporting of accidents to the NRC, a written accident report (PHMSA Form 7000-1) must be submitted for releases resulting in any of the following: (a) Explosion or fire not intentionally set by the operator. (b) Release of 5 gallons (19 liters) or more of hazardous liquid or carbon dioxide, except that no report is required for a release of less than 5 barrels (0.8 cubic meters) resulting from a pipeline maintenance activity if the release is: (1) Not otherwise reportable under this section; (2) Not one described in Sec. 195.52(a)(4); (3) Confined to company property or pipeline right-of-way; and (4) Cleaned up promptly; (c) Death of any person; (d) Personal injury necessitating hospitalization; (e) Estimated property damage, including cost of clean-up and recovery, value of lost product, and damage to the property of the operator or others, or both, exceeding $50,000. VERBAL: Call to the NRC meets the required verbal notification under PHMSA reporting requirements. WRITTEN: As soon as practicable, an accident meeting any of the above criteria must be reported on PHMSA Form 7000-1. The report must be sent to DOT no later than 30 days after the release. Changes or additions to the original report (PHMSA Form 7000-1) must be filed as a supplemental report within 30 days of such information becoming available.

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FIGURE 2.7

EXTERNAL NOTIFICATION REFERENCE (Cont'd)

FEDERAL NOTIFICATIONS – ALL STATES		
REQUIRED EXTERNAL NOTIFICATIONS		
AGENCY	**TELEPHONE NUMBER**	**REPORTING REQUIREMENTS (IF ANY)**
Occupational Safety and Health Administration (OSHA) Area Office	(800) 321-6742*	TYPE: Fatality or personal injury (3 or more hospitalizations) VERBAL: Immediately WRITTEN: As requested
U.S. Environmental Protection Agency (EPA)		
REGION III		
1650 Arch Street Philadelphia, PA 19103	(215) 566-3255 (Regional Spill Line)	
REGION IV		
61 Forsyth Street, SW Atlanta, GA 30303-8960	(404) 562-8700 (Regional Spill Line)	
REGION VI		
1445 Ross Avenue Dallas, TX 75202-2733	(214) 665-6428 (866) 372-7745 (24 Hrs.) (Regional Spill Line)	

REPORTING REQUIREMENTS

TYPE: Immediately for spills that impact or threaten navigable water or adjoining shoreline.

VERBAL: Notification to the EPA is typically accomplished by the call to the NRC.

WRITTEN: Per SPCC regulated facilities, a written report must be submitted within 60 days for a spill in excess of 1,000 gallons (approximately 24 Bbls) in a single event or two spill events of 42 gallons or greater within a twelve month period into or upon navigable waters of the United States or adjoining shorelines. The written report should contain all of the elements listed in 40 CFR 112.4(a).

For hazardous waste spills, a written report on the incident must be submitted to the Regional Administrator within 15 days from the date of the incident.

The report must include:

1) Name, address, and telephone number of the owner or operator;
2) Name, address, and telephone number of the Facility;
3) Date, time, and type of incident (e.g., fire, explosion);
4) Name and quantity of material(s) involved;
5) The extent of injuries, if any;
6) An assessment of actual or potential hazards to human health or the environment, where this is applicable; and
7) Estimated quantity and disposition of recovered material that resulted from the incident.

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FEDERAL NOTIFICATIONS – ALL STATES		
AS NEEDED EXTERNAL NOTIFICATIONS		
AGENCY	**TELEPHONE NUMBER**	**REPORTING REQUIREMENTS (IF ANY)**
Federal Bureau of Investigation (FBI) Field Offices		TYPE: Criminal act committed against the pipeline system VERBAL: WRITTEN:
New Orleans, LA	(504) 816-3000	
Jackson, MS	(601) 948-5000	
Birmingham, AL	(205) 326-6166	
Knoxville, TN	(865) 544-0751	
Atlanta, GA	(404) 679-9000	
Columbia, SC	(803)551-4200	
Charlotte, NC	(704) 377-9200	
Richmond, VA	(804) 261-1044	
Washington, DC	(202) 278-2000	

STATE SPECIFIC NOTIFICATIONS
Notifications for each state are detailed on the following pages in the following order: 1) Required Notifications (including LEPCs); 2) Non-Required Notifications; 3) Local Emergency Services; 4) Water Utilities and Railroads; 5) Response contractors and other resources.

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

REQUIRED NOTIFICATIONS		
LOUISIANA		
AGENCY	**TELEPHONE NUMBER**	**REPORTING REQUIREMENTS (IF ANY)**
Local Emergency Planning Committee(s) (LEPCs) Parish: East Baton Rouge East Feliciana St Helena Tangipahoa	 (225) 389-2100 (225) 638-1014 (225) 222-3544 (985) 517-3343 (985) 748-9602 (985) 748-3211	TYPE: All releases that meet the reporting criteria for the Louisiana State Police shown on the next page. VERBAL: Immediately (within 1 hour). WRITTEN: Within five (5) days to the address provided: **East Baton Rouge Parish** c/o EPRP Office of Homeland Security and Emergency Preparedness P.O. Box 1471 Baton Rouge, LA 70821 Telephone: **(225) 389-2100** **East Feliciana Parish** c/o East Feliciana Office of Homeland Security and Emergency Preparedness P. O. Box 1638 Clinton, LA 70748 Telephone: **(225) 638-1014** **St. Helena Parish** c/o St. Helena Parish Office of Homeland Security and Emergency Preparedness P. O. Box 399 Greensburg, LA 70441 Telephone: **(225) 222-3544 Daytime** **(985) 517-3343** **Tangipahoa Parish** c/o Tangipahoa Parish Office of Homeland Security and Emergency Preparedness P.O. Box 215 Amite, LA 70422-0215 Telephone: **(985) 748-9602** **(985) 748-3211**

LOUISIANA

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

REQUIRED NOTIFICATIONS		
LOUISIANA		
AGENCY	**TELEPHONE NUMBER**	**REPORTING REQUIREMENTS (IF ANY)**
Department of Public Safety and Corrections (DPS), Office of State Police, Baton Rouge, LA	(225) 925-6595* (877) 925-6595*	TYPE: An unauthorized discharge that causes an emergency condition[1] anywhere in the State (including on company property) or any spill into surface waters. VERBAL: Immediately (within one (1) hour). WRITTEN: Within five (5) days to the address provided: Department of Public Safety and Corrections Office of State Police, TESS Right-to-Know Unit Box 66614 Baton Rouge, LA 70896
Note[1]: An emergency condition is any release or incident involving a regulated hazardous material that meets one or more of the following criteria: 1. the release directly causes any injury requiring hospitalization or any fatality; or 2. the release results in a fire or explosion which could reasonably be expected to affect the public safety beyond the boundaries of the facility; or 3. the release exceeds the reportable quantity of 42 gallons (one (1) barrel) of oil (including petroleum, crude oil, fuel oil, sludge, oil refuse, and oil mixed with waste other than dredged spoil) during any continuous 24 hour period when that reportable quantity could be expected to escape beyond the site of the facility; or 4. the incident, accident or cleanup within the facility could reasonably be expected to affect public safety beyond the boundaries of the facility (for example a facility evacuating its personnel); or 5. the owner or operator knows a protective action beyond the facility has been initiated.		
Louisiana Department of Environmental Quality (LA DEQ) Attn: OES-SPOC Unauthorized Discharge Notification Report PO Box 4312 Baton Rouge, LA 70812-4312	(225) 342-1234* **Note: If the State Police have been notified, no need to call LA DEQ.** -----	TYPE: Any notification to the Louisiana State Police of an emergency condition will also constitute notification to the LA DEQ. Spills that exceed one (1) barrel, but do not result in an emergency condition, anywhere in the State (including on company property) or any spill into surface waters; or for unauthorized releases to the atmosphere from tanks[2]. VERBAL: Promptly (within 24 hours) for non-emergencies. WRITTEN: As requested
Note[2]: Unauthorized discharges to the atmosphere are considered to have escaped the facility's boundaries.		

LOUISIANA

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

NON REQUIRED ASSISTANCE/ADVISORY NOTIFICATIONS (outside resources)		
LOUISIANA		
AGENCY	**LOCATION**	**OFFICE/ ALTERNATE**
U.S. Environmental Protection Agency (EPA) - Region VI	Dallas, TX	(214) 665-6444
OSHA (For Reportable Injury or Death)	Area Office	(800) 321-6742
Pipeline and Hazardous Materials Safety Administration – Southern Region	Atlanta, GA	(404) 832-1147 (800) 424-8802* (NRC)
Office of Pipeline Safety – Southern Region	Atlanta, GA	(404) 832-1147
U.S. Coast Guard – Sector New Orleans	New Orleans, LA	(504) 565-5000*
U.S. Fish and Wildlife Service (USFWS)	Lafayette, LA	(337) 291-3114
U.S. Corps of Engineers - New Orleans District (Rediness Branch)	New Orleans, LA	(504) 862-2354
Louisiana Department of Wildlife and Fisheries	Baton Rouge, LA	(225) 765-2440
National Weather Service (Recorded Forecasts)	New Orleans, LA	(504) 828-4000 (recorded) (504) 522-7330 (NWS Office)

LOUISIANA

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

LOCAL EMERGENCY SERVICES		
LOUISIANA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
East Baton Rouge Parish (Baton Rouge)		
Emergency Switchboard, Parish (& City)		911 (225) 389-3000
Sheriff	Baton Rouge, LA	911 (225) 389-5000
Central Sub-Station (sheriff)	Baton Rouge, LA	911 (225) 389-5176
Scotlandville Sub-Station (sheriff)	Baton Rouge, LA	911 (225) 389-5105
State Police (Troop A)	Baton Rouge, LA	(225) 754-8500
Fire Department, East Baton Rouge Parish **(Notify after notification to Exxon Fire Department)**	Baton Rouge, LA	911 (225) 383-4425
Fire Department, Brownfield Volunteer	Baton Rouge, LA	(225) 778-0344
Fire Department, Exxon Refinery **(Primary notification for fire protection)**		(225) 977-4411 (225) 977-7481 Switchboard (225) 977-7711 Superintendent (225) 977-7641
Police, City of Baton Rouge **(Notify after notification to Exxon Fire Department)**	Baton Rouge, LA	911 (225) 389-2000 Chief of Police (225) 389-3802 Dispatch (225) 389-2000
Homeland Security and Emergency Preparedness	Baton Rouge, LA	(225) 389-2100

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

LOCAL EMERGENCY SERVICES		
LOUISIANA		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Baton Rouge Airport Crash Fire & Rescue	Baton Rouge, LA	(225) 355-2068
Hospital, Baton Rouge General Medical Center	Baton Rouge, LA	(225) 387-7600
Hospital, Our Lady of the Lake Medical Center	Baton Rouge, LA	(225) 765-8826
Hospital, Earl K. Long Memorial (Charity)	Baton Rouge, LA	(225) 358-1163
Hospital, Lane Memorial	Zachary, LA	(225) 658-4335
East Feliciana Parish		
Sheriff	Clinton, LA	(225) 683-5459
State Police (Troop A)	Baton Rouge, LA	(225) 754-8500
Fire Department (Volunteer)	Clinton, LA	(225) 683-5459
St. Helena Parish		
Sheriff	Greensburg, LA	(225) 222-4413
State Police	Covington, LA	(985) 893-6250
Fire Department	Greensburg, LA	(225) 222-4723 (b) (6) [redacted] Cell
Hospital, St. Helena Parish	Greensburg, LA	(225) 222-6111
Tangipahoa Parish		
Sheriff	Amite, LA	(985) 748-8147
State Police	Covington, LA	(985) 893-6250
Police Department	Kentwood, LA	(985) 229-6305
Fire Department (Volunteer)	Kentwood, LA	(985) 229-6305 Daytime (985) 229-4441 Evening

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

LOUISIANA UTILITIES AND RAILROADS		
WATER SUPPLIES		
COMPANY	**LOCATION**	**OFFICE/ ALTERNATE**
W. Baton Rouge Parish Water	Addis, LA	(225) 687-2032 (b) (6) [redacted] Cell
Baton Rouge Water Company	Baton Rouge, LA	(225) 928-1000
E. Feliciana Rural Water System	Ethel, LA	(225) 683-9698
Tangipahoa Water District	Hammond, LA	(985) 345-6457
Tangipahoa Water District	Kentwood, LA	(985) 229-6671
RAILROADS		
Canadian National Illinois Central	-----	(800) 465-9239
Kansas City Southern Railway	-----	(800) 892-6295 (877) 527-9464
CSX Dispatching Office	-----	(800) 232-0144
Norfolk Southern Control Center	-----	(800) 453-2530

LOUISIANA

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCES

REQUIRED NOTIFICATIONS		
MISSISSIPPI		
AGENCY	**TELEPHONE NUMBER**	**REPORTING REQUIREMENTS (IF ANY)**
Mississippi Department of Environmental Quality/Mississippi Bureau of Pollution Control Jackson, MS	(601) 961-5171	TYPE: Any release that causes a visible sheen on the water or violations of air quality standards caused by a tank failure or severe overflow. VERBAL: Immediately; two (2) days for air quality violations WRITTEN: As requested by the agency
Mississippi Emergency Management Agency (MEMA)	(800)222-6362	TYPE: Any quantity if: 1) The release has the potential to leave the property by flowing over the surface or through sewers or some other conduit. 2) The release has the potential to reach any surface water or groundwater. 3) The release can be detected in the air at the boundaries of the facility property by sight or smell or by monitoring equipment. 4) There is a potential threat to the public health/safety. 5) Local officials respond to the incident. 6) The release exceeds the Federal Reportable Quantity (RQ) (This item generally does not apply for petroleum). Contact your operation's Environmental Representative for help. Notes: 1. Waters of the state include surface and underground waters within or bordering upon the state. 2. Releases completely contained within truck rack secondary containment are not reportable under Mississippi requirements. 3. Although not required to notify the local fire department for spills, a courtesy call is recommended. VERBAL: Immediately WRITTEN: As requested by the agency

MISSISSIPPI

***24-Hour Number**

FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

REQUIRED NOTIFICATIONS		
MISSISSIPPI		
AGENCY	**TELEPHONE NUMBER**	**REPORTING REQUIREMENTS (IF ANY)**
Local Emergency Planning Committee(s) (LEPCs)		TYPE: All releases of pipeline transported material (beyond the fenceline) must be reported. Calls to 911 concerning petroleum spills will usually alert LEPC, however, it is advisable to notify them directly for any spill that requires a 911 notification. VERBAL: Immediately WRITTEN: Follow up report required in the event of 41 barrels or more of aviation gasoline. Aviation gasoline contains tetraethyl lead, which is not a naturally occurring fraction of petroleum.
Jeff Davis	(601) 792-5198	
Marion	(601) 736-9627	
Pike	(601) 684-3564	
Walthall County Board of Supervisor	(601) 876-4947	
Clarke	(601) 776-2256	
Covington	(601) 765-6687	
Forrest-Lamar	(601) 544-5911	
George	(601) 947-4801	
Greene County Board of Supervisors	(601) 394-2377	
Jackson	(228) 769-3111	
Jasper	(601) 764-3800	
Jones	(601) 649-3535	
Lauderdale	(601) 485-1824	
Perry County Board of Supervisors	(601) 964-8370	

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

NON REQUIRED ASSISTANCE/ADVISORY NOTIFICATIONS (outside resources)		
MISSISSIPPI		
AGENCY	**LOCATION**	**OFFICE/ ALTERNATE**
U.S. Environmental Protection Agency (EPA) - Region IV	Atlanta, GA	(404) 562-8700*
Pipeline and Hazardous Materials Safety Administration – Southern Region	Atlanta, GA	(404) 832-1147 (800) 424-8802* (NRC)
U.S. Coast Guard Sector Mobile	Mobile, AL	(251) 451-6211* (251) 451-6216 (Fax)
U.S. Fish and Wildlife Service (USFWS)	Gautier, MS	(228) 497-6322
Mississippi Bureau of Pollution Control	Jackson, MS	(601) 961-5171
Mississippi Department of Environmental Quality	Jackson, MS	(601) 961-5171
Mississippi Water Control Commission	Jackson, MS	(601) 373-5679
National Weather Service (Recorded Forecasts)	Columbus, MS	(601) 736-8238

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

LOCAL EMERGENCY SERVICES		
MISSISSIPPI		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Pike County		
911 SERVICE for McComb, Osyka, Magnolia, Smithdale and Summitt have an emergency number for fire, police, sheriff, state police, doctor and ambulance:		911
Sheriff	Magnolia, MS	(601) 783-2327
State Police	Brookhaven, MS	(601) 833-7811
Fire Department, City of McComb	McComb, MS	(601) 684-2124
Fire Department (Volunteer)	Progress, MS	(601) 542-5746
Fire Department (Volunteer)	Osyka, MS	(601) 542-5990
Civil Defense, Pike County	McComb, MS	(601) 684-3564
Police, City of Magnolia	Magnolia, MS	(601) 783-5211
Fire (Volunteer), City of Magnolia	Magnolia, MS	911
Hospital, Beacham Memorial	Magnolia, MS	(601) 783-2351
Hospital, Southwest Mississippi Medial Center	McComb, MS	(601) 249-5500
Walthall County		
Sheriff	Tylertown, MS	(601) 876-3481
State Police	Brookhaven, MS	(601) 833-7811
Police Department	Tylertown, MS	(601) 876-4440
Fire Department (Volunteer)	Tylertown, MS	911
Civil Defense Council (Volunteer)	Tylertown, MS	911
Hospital, Walthall County General	Tylertown, MS	(601) 876-2122
Marion County		
Sheriff	Columbia, MS	(601) 736-2711
State Police	Hattiesburg, MS	(601) 582-3529
Police, City of Columbia	Columbia, MS	(601) 736-8204
Fire Department, City of Columbia	Columbia, MS	(601) 736-4556
Fire Department (Volunteer)	Morgantown, MS	(601) 441-5671
Civil Defense, Marion County	Columbia, MS	(601) 736-9627
Hospital, Columbia General	Columbia, MS	(601) 736-6303

MISSISSIPPI

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

LOCAL EMERGENCY SERVICES		
MISSISSIPPI		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Jefferson Davis County		
Sheriff	Prentiss, MS	(601) 792-5169
State Police	Hattiesburg, MS	(601) 582-3529
Police & Fire, City of Prentiss (covers Bassfield)	Prentiss, MS	(601) 792-5198
Hospital, Jefferson Davis	Prentiss. MS	(601) 792-4276* Ambulance Service (601) 792-9190
Covington County (Collins)		
Sheriff	Collins, MS	(601) 765-8281
State Police	Hattiesburg, MS	(601) 582-3529
Police, City of Collins	Collins MS	(601) 765-6541 or (601) 765-6542
Civil Defense	Collins, MS	(601) 765-6687 (after hours call sheriff dept.)
Hospital, Covington County	Collins, MS	(601) 765-6711
Jones County (Laurel)		
Sheriff	Laurel, MS	(601) 425-3147
State Police	Hattiesburg, MS	(601) 582-3529
Police Department	Ellisville, MS	(601) 477-9352
Fire Department	Laurel, MS	(601) 428-6597
Civil Defense	Laurel, MS	(601) 649-3535
Hospital, South Central Regional	Laurel, MS	(601) 425-4631
Jasper County		
Sheriff	Bay Springs, MS	(601) 764-3050
State Police	Hattiesburg, MS	(601) 582-3529
Fire Department (Volunteer)	Stringer, MS	(601) 764-2588
Police, City of Bay Springs	Bay Springs, MS	(601) 764-4112 (601) 764-3122

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

LOCAL EMERGENCY SERVICES		
MISSISSIPPI		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Fire Department, City of Bay Springs	Bay Springs, MS	(601) 764-2820
Fire Department, City of Heidelberg (City Hall)	Heidelberg, MS	(601) 787-3961
Hospital, Jasper General	Bay Springs, MS	(601) 764-2101
Clarke County		
Sheriff	Quitman, MS	(601) 776-5252
State Police	Meridian, MS	(601) 693-1926
Fire Department	Enterprise, MS	(601) 659-4454 (601) 776-3960 (Dispatch)
Civil Defense	Enterprise, MS	(601) 776-2256
Lauderdale County (Meridian)		
Sheriff	Meridian, MS	(601) 486-4952
State Police	Meridian, MS	(601) 693-1926
Police Department	Meridian, MS	(601) 485-1843
Fire Department	Meridian, MS	(601) 485-1822
Civil Defense	Meridian. MS	(601) 482-9852
Hospital, Jeff Anderson	Meridian, MS	(601) 483-8811
Hospital, F. G. Riley	Meridian, MS	(601) 693-2511
Hospital, Rush Foundation	Meridian, MS	(601) 483-0011
George County		
Sheriff	Lucedale, MS	(601) 947-4811
State Police	Biloxi, MS	(228) 539-4881
Police, City of Lucedale	Lucedale, MS	(601) 947-3261
Fire, City of Lucedale	Lucedale, MS	(601) 947-3406
Civil Defense	Lucedale, MS	(601) 947-7557
Hospital, George County	Lucedale, MS	(601) 947-3161

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

LOCAL EMERGENCY SERVICES		
MISSISSIPPI		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Greene County		
Sheriff	Leakesville, MS	(601) 394-2342
State Police	Hattiesburg, MS	(601) 582-3529
Emergency Switchboard, City of McLain	McClain, MS	(601) 753-2205
Fire Department, City of McClain	McClain, MS	(601) 753-2200 (601) 753-2205 (Dispatch)
Perry County		
Sheriff	New Augusta, MS	(601) 964-8461
State Police	Hattiesburg, MS	(601) 582-3529
Police, City of Beaumont	Beaumont, MS	(601) 784-3781
Fire Department, City of Beaumont	Beaumont, MS	(601) 784-3338
Police, City of Richton	Richton, MS	(601) 788-6767
Hospital, Perry County General	Richton, MS	(601) 788-6316

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

LOCAL EMERGENCY SERVICES		
MISSISSIPPI		
SERVICE	**LOCATION**	**OFFICE/ ALTERNATE**
Forrest County (Hattiesburg)		
Sheriff	Hattiesburg, MS	(601) 544-7800
State Police	Hattiesburg, MS	(601) 582-3529
Police, City of Hattiesburg	Hattiesburg, MS	(601) 544-7900
Fire Department, City of Hattiesburg	Hattiesburg, MS	(601) 545-46 91 (601) 545-4910 (Dispatch)
Civil Defense	Hattiesburg, MS	(601) 544-5911
Police, City of Petal	Petal, MS	(601) 544-5331
Fire Department, City of Petal	Petal, MS	(601) 582-8431 (601) 545-4910 (Dispatch)
Hospital, Forrest County General	Hattiesburg, MS	(601) 288-7000
Jackson County (Pascagoula)		
Sheriff	Pascagoula, MS	(228) 769-3063
State Police	Gulfport, MS	(228) 539-4881
Fire & Rescue, Jackson County	Pascagoula, MS	(228) 588-3800
Fire (Volunteer)	Escatawpa, MS	(228) 475-1621
Fire (Volunteer)	Gautier, MS	(228) 497-2486
Police, City of Pascagoula	Pascagoula, MS	(228) 762-2211
Fire, City of Pascagoula	Pascagoula, MS	(228) 762-3066
Police, City of Moss Point	Moss Point, MS	(228) 475-1711
Fire, City of Moss Point	Moss Point, MS	(228) 475-8848
Chevron Refinery	Pascagoula, MS	(228) 938-4600
Civil Defense	Pascagoula, MS	(228) 769-3101
Hospital, Singing River	Pascagoula, MS	(228) 809-5000

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

MISSISSIPPI UTILITIES AND RAILROADS		
WATER SUPPLIES		
COMPANY	**LOCATION**	**OFFICE/ ALTERNATE**
West Marion Water Association	Foxworth, MS	(601) 731-2601
Lexie Water Association, Inc.	Tylertown, MS	(601) 876-5157
Goodhope Water Association	Bassfield, MS	(601) 943-6619
SW Covington Water Association	Collins, MS	(601) 722-4447
Willow Grove Water Association	Collins, MS	(601) 765-0651
Hwy. 98 E. Water Association	Columbia, MS	(601) 736-9631
Kokomo Shiloh Water System	Columbia, MS	(601) 736-0658
Purified Water Systems	Columbia, MS	(601) 736-7204
Mississippi Power, Daniel Generating Plant	Escatawpa, MS	(228) 474-3001
Barrontown Utility Association	Hattiesburg, MS	(601) 544-3553
Lamar Park Water Sewer Association	Hattiesburg, MS	(601) 264-5933
Mississippi Rural Water Association	Raymond, MS	(601) 857-2433
North Lamar Water Association	Hattiesburg, MS	(601) 264-1157
Rawls Springs Utility District	Hattiesburg, MS	(601) 268-2248
Sunrise Utility	Hattiesburg, MS	(601) 582-9354
West Lamar Water Association	Hattiesburg, MS	(601) 264-6305
Glade Waterworks Association	Laurel, MS	(601) 428-0586
M & M Water Association	Laurel, MS	(601) 425-1001
Powers Water Association	Laurel, MS	(601) 428-0294
Shady Grove Utility District	Laurel, MS	(601) 428-0311
Sharon Water Works	Laurel, MS	(601) 425-1023
Stringer Water Works	Laurel, MS	(601) 649-2855
Combined Utilities, Inc.	Lucedale, MS	(601) 947-8411
Rocky Creek Utilities, Inc.	Lucedale, MS	(601) 947-4302
SE Greene Water Authority	Lucedale, MS	(601) 947-9044
Hwy. 28 Water Association	Magee, MS	(601) 849-4795

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

MISSISSIPPI UTILITIES AND RAILROADS		
WATER SUPPLIES		
COMPANY	LOCATION	OFFICE/ ALTERNATE
New Hope Water Association	Magee, MS	(601) 849-9511
Okatoma Water Association	Magee, MS	(601) 849-5511
Poplar Springs Water	Magee, MS	(601) 847-1113
Smiths Crossing Water Association	Magee, MS	(601) 849-4631
Shivers Water Association, Inc.	Mendenhall, MS	(601) 847-2342
Collinsville Water Association	Meridian, MS	(601) 626-8138
North Lauderdale Water Association	Meridian, MS	(601) 681-6157
NTS Water Association	Meridian, MS	(601) 483-6557
Russell Utilities, Inc.	Meridian, MS	(601) 482-7338
SW Lauderdale Water Association	Meridian, MS	(601) 693-5919
Southwest Jones Water Association	Moselle, MS	(601) 752-5385
Jackson County Port Authority	Moss Point, MS	(228) 475-6500
Center Water Association, Inc.	Picayune, MS	(601) 798-1401
Lily Rose Water Association	Prentiss, MS	(601) 792-8699
NE Jeff Davis Water Association	Prentiss, Ms	(601) 792-8469
Progress Community Water Works	Purvis, MS	(601) 794-8664
East Quitman Water Association	Quitman, MS	(601) 776-2775
Harmony Water Association, Inc.	Quitman, MS	(601) 776-2593
NE Perry County Utility Association	Richton, MS	(601) 788-6252
Hiwanee Water	Waynesboro, MS	(601) 735-5249

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FIGURE 2.7 (Cont'd)

EXTERNAL NOTIFICATION REFERENCE

MISSISSIPPI UTILITIES AND RAILROADS		
RAILROADS		
Mississippi Export – General Manager Chief Engineer Train Master	-----	(228) 475-3322 (228) 474-3366 (228) 475-8669*
Canadian National Illinois Central	-----	(800) 338-0794 (800) 465-9239
Kansas City Southern	-----	(800) 892-6295
CSX Dispatching Office	-----	(800) 232-0144
Norfolk Southern	-----	(800) 453-2530
Canadian National Police	-----	(800) 465-9239
Kansas City – Critical Incidents	-----	(877) 527-9464
CSX Emergency Railroad Police	-----	(800) 744-7279

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FIGURE 3.2

PRODUCT SPECIFIC RESPONSE CONSIDERATIONS

FLAMMABLE LIQUIDS (Non-Polar/Water-Immiscible)

The following information is intended to provide the initial responder(s) with data that may be useful in making quick decisions and executing prompt response actions.
The information is intended for guideline purposes only.
MSDS available at: http://kmonline.kindermorgan.com/ehs/Pages/msds.aspx

PRODUCTS #2 Fuel Oil Diesel Bio-Diesel Gasoline Kerosene Jet A

HAZARD IDENTIFICATION / RECOGNITION

GUIDE NO. 128

DANGERS

- HIGHLY FLAMMABLE: Will be easily ignited by heat, sparks or flames.
- Vapors may form explosive mixtures with air.
- Vapors may travel to source of ignition and flash back.
- Most vapors are heavier than air. They will spread along ground and collect in low or confined areas (sewers, basements, tanks).
- Vapor explosion hazard indoors, outdoors or in sewers.
- Those substances designated with a "P" may polymerize explosively when heated or involved in a fire.
- Runoff to sewer may create fire or explosion hazard.
- Containers may explode when heated.
- Many liquids are lighter than water.
- Substance may be transported hot.

HEALTH

- Move victim to fresh air. Call 911 or emergency medical service.
- Apply artificial respiration if victim is not breathing. Administer oxygen if breathing is difficult.
- Remove and isolate contaminated clothing and shoes.
- In case of contact with substance, immediately flush skin or eyes with running water for at least 20 minutes.
- Wash skin with soap and water.
- Keep victim warm and quiet.
- Ensure that medical personnel are aware of the material(s) involved, and take precautions.

PUBLIC SAFETY

- Isolate spill or leak area immediately for at least 25 to 50 meters (80 to 160 feet) in all directions.
- Keep unauthorized personnel away.
- Stay upwind.
- Keep out of low areas.
- Ventilate closed spaces before entering.

EVACUATION

Large Spill

- Consider initial downwind evacuation for at least 300 meters (1,000 feet).

Fire

- If tank, rail car or tank truck is involved in a fire, ISOLATE for 800 meters (1/2 mile) in all directions; also, consider initial evacuation for 800 meters (1/2 mile) in all directions.

Information provided by the Emergency Response Guidebook 2008.

FIGURE 3.3

PRODUCT SPECIFIC RESPONSE ACTIONS
for
#2 Fuel Oil Bio-Diesel Diesel Fuel Gasoline Jet A

Remember, Without Exception, Personnel and Public Safety Are First Priority.
Excessive Exposure To The Vapor And Liquid Stages Of The Spilled Product Should Be Avoided.

Suggested physical response actions for these products are detailed below. Note that each situation is unique. Actual circumstances may dictate that the procedures followed differ from those listed below. ***The following are intended for guideline purposes only.***

These materials are flammable (Gasoline is extremely flammable). Containment of Gasoline may allow explosive concentrations to accumulate. The preferred response is to minimize impact to water and protect shorelines (storm sewers, creeks, rivers, etc.) from contamination, allow evaporation to occur, and contain / clean-up remaining product.

___ Identify source and stop discharge, if possible.

___ Eliminate sources of vapor ignition.

___ Stay upwind and evacuate nonessential personnel.

___ Advise people in the area of any potential threat and / or initiate evacuation. Inform local operators such as utilities, telephone company, railway, and tunnels as the situation demands.

___ Make appropriate notifications to regulatory agencies and internal Kinder Morgan Management / Environmental Support. (Refer to Section 2.0 for notifications.)

___ Obtain explosimeter and other air sampling measurements to assure that areas are safe to enter for continued response operations.

___ If spill occurs in Tank Farm, every effort must be made to block any drainage to ditches to prevent product from escaping the containment area. Commence containment efforts for any product which has escaped.

___ Deploy spill response equipment and personnel in an attempt to contain and recover as much product as possible.

___ Due to the low flash point Gasoline: (1) Use non-sparking systems, (2) Have fire trucks or firefighting equipment nearby, (3) Warn all involved of the product's flammability, and (4) Allow product to evaporate to the greatest extent possible.

___ Determine the direction and expected duration of spill movement.

FIGURE 3.3 (Cont'd)

PRODUCT SPECIFIC RESPONSE ACTIONS
for
#2 Fuel Oil Bio-Diesel Diesel Fuel Gasoline Jet A

___ Recover the product and affected soil. Be alert for underground cables and water bearing formations. Remember that product may penetrate deeper if impermeable natural layers are disturbed.

___ Place affected soils in a bin / roll-off or a waste pile lined on the bottom and covered on the top with plastic sheeting to prevent contact with rainwater and contamination of other areas.

___ Drums may be used for very small spill cleanups.

___ Minimize area of surface soil impacted by free product (e.g. damming). Contact with surface runoff or standing water should be prevented whenever possible.

___ If removal of heavily-impacted soil is delayed or contaminated soil is left in place pending final disposition, the following actions should be taken if the possibility of rain exists to minimize contact with rainfall:

___ Cover area with plastic sheeting, overlap seams, weigh down with sandbags;
___ Use shallow ditches to divert rainwater around contaminated site; and
___ Promptly remove any rainwater that accumulates on the site.

___ Recover pooled hydrocarbons as soon as possible.

___ Free hydrocarbons may be floated with water to aid recovery if increased vapors and agitation can be avoided. The water will act as a barrier to reduce further infiltration of pure hydrocarbon into the soil. (NOTE: This water will later have to be removed and probably treated.)

___ If free hydrocarbons **ARE NOT** present, do not add water to the impacted area.

___ The following steps should be taken together with environmental support to minimize long term risk from the site:

___ Sample contaminated soil still in place;
___ Characterize and dispose of removed soil;
___ Estimate proper cleanup target;
___ Remove and dispose of more soil, if necessary;
___ Install groundwater monitoring wells or monitor existing wells, if necessary; and
___ Provide follow-up communication with regulatory agencies, if necessary.

FIGURE 3.2

PRODUCT SPECIFIC RESPONSE CONSIDERATIONS

FLAMMABLE LIQUIDS (Non-Polar/Water-Immiscible)

The following information is intended to provide the initial responder(s) with data that may be useful in making quick decisions and executing prompt response actions.
The information is intended for guideline purposes only.
MSDS available at: http://kmonline.kindermorgan.com/ehs/Pages/msds.aspx

PRODUCTS #2 Fuel Oil Diesel Bio-Diesel Gasoline Kerosene Jet A

HAZARD IDENTIFICATION / RECOGNITION

GUIDE NO. 128

DANGERS

- HIGHLY FLAMMABLE: Will be easily ignited by heat, sparks or flames.
- Vapors may form explosive mixtures with air.
- Vapors may travel to source of ignition and flash back.
- Most vapors are heavier than air. They will spread along ground and collect in low or confined areas (sewers, basements, tanks).
- Vapor explosion hazard indoors, outdoors or in sewers.
- Those substances designated with a "P" may polymerize explosively when heated or involved in a fire.
- Runoff to sewer may create fire or explosion hazard.
- Containers may explode when heated.
- Many liquids are lighter than water.
- Substance may be transported hot.

HEALTH

- Move victim to fresh air. Call 911 or emergency medical service.
- Apply artificial respiration if victim is not breathing. Administer oxygen if breathing is difficult.
- Remove and isolate contaminated clothing and shoes.
- In case of contact with substance, immediately flush skin or eyes with running water for at least 20 minutes.
- Wash skin with soap and water.
- Keep victim warm and quiet.
- Ensure that medical personnel are aware of the material(s) involved, and take precautions.

PUBLIC SAFETY

- Isolate spill or leak area immediately for at least 25 to 50 meters (80 to 160 feet) in all directions.
- Keep unauthorized personnel away.
- Stay upwind.
- Keep out of low areas.
- Ventilate closed spaces before entering.

EVACUATION

Large Spill

- Consider initial downwind evacuation for at least 300 meters (1,000 feet).

Fire

- If tank, rail car or tank truck is involved in a fire, ISOLATE for 800 meters (1/2 mile) in all directions; also, consider initial evacuation for 800 meters (1/2 mile) in all directions.

Information provided by the Emergency Response Guidebook 2008.

FIGURE 3.3

PRODUCT SPECIFIC RESPONSE ACTIONS
for
#2 Fuel Oil Bio-Diesel Diesel Fuel Gasoline Jet A

Remember, Without Exception, Personnel and Public Safety Are First Priority.
Excessive Exposure To The Vapor And Liquid Stages Of The Spilled Product Should Be Avoided.

Suggested physical response actions for these products are detailed below. Note that each situation is unique. Actual circumstances may dictate that the procedures followed differ from those listed below. ***The following are intended for guideline purposes only.***

These materials are flammable (Gasoline is extremely flammable). Containment of Gasoline may allow explosive concentrations to accumulate. The preferred response is to minimize impact to water and protect shorelines (storm sewers, creeks, rivers, etc.) from contamination, allow evaporation to occur, and contain / clean-up remaining product.

___ Identify source and stop discharge, if possible.

___ Eliminate sources of vapor ignition.

___ Stay upwind and evacuate nonessential personnel.

___ Advise people in the area of any potential threat and / or initiate evacuation. Inform local operators such as utilities, telephone company, railway, and tunnels as the situation demands.

___ Make appropriate notifications to regulatory agencies and internal Kinder Morgan Management / Environmental Support. (Refer to Section 2.0 for notifications.)

___ Obtain explosimeter and other air sampling measurements to assure that areas are safe to enter for continued response operations.

___ If spill occurs in Tank Farm, every effort must be made to block any drainage to ditches to prevent product from escaping the containment area. Commence containment efforts for any product which has escaped.

___ Deploy spill response equipment and personnel in an attempt to contain and recover as much product as possible.

___ Due to the low flash point Gasoline: (1) Use non-sparking systems, (2) Have fire trucks or firefighting equipment nearby, (3) Warn all involved of the product's flammability, and (4) Allow product to evaporate to the greatest extent possible.

___ Determine the direction and expected duration of spill movement.

FIGURE 3.3 (Cont'd)

PRODUCT SPECIFIC RESPONSE ACTIONS
for
#2 Fuel Oil Bio-Diesel Diesel Fuel Gasoline Jet A

___ Recover the product and affected soil. Be alert for underground cables and water bearing formations. Remember that product may penetrate deeper if impermeable natural layers are disturbed.

___ Place affected soils in a bin / roll-off or a waste pile lined on the bottom and covered on the top with plastic sheeting to prevent contact with rainwater and contamination of other areas.

___ Drums may be used for very small spill cleanups.

___ Minimize area of surface soil impacted by free product (e.g. damming). Contact with surface runoff or standing water should be prevented whenever possible.

___ If removal of heavily-impacted soil is delayed or contaminated soil is left in place pending final disposition, the following actions should be taken if the possibility of rain exists to minimize contact with rainfall:

___ Cover area with plastic sheeting, overlap seams, weigh down with sandbags;
___ Use shallow ditches to divert rainwater around contaminated site; and
___ Promptly remove any rainwater that accumulates on the site.

___ Recover pooled hydrocarbons as soon as possible.

___ Free hydrocarbons may be floated with water to aid recovery if increased vapors and agitation can be avoided. The water will act as a barrier to reduce further infiltration of pure hydrocarbon into the soil. (NOTE: This water will later have to be removed and probably treated.)

___ If free hydrocarbons **ARE NOT** present, do not add water to the impacted area.

___ The following steps should be taken together with environmental support to minimize long term risk from the site:

___ Sample contaminated soil still in place;
___ Characterize and dispose of removed soil;
___ Estimate proper cleanup target;
___ Remove and dispose of more soil, if necessary;
___ Install groundwater monitoring wells or monitor existing wells, if necessary; and
___ Provide follow-up communication with regulatory agencies, if necessary.

APPENDIX A

GENERAL INFORMATION

REGULATORY CROSS REFERENCES

DOT/PHMSA 49 CFR Part 194 ..... A-2

VADEQ-ODCP 9 VAC 25-91-170 ..... A-6

DOT/PHMSA 49 CFR Part 194		
§ 194.105	**BRIEF DESCRIPTION**	**LOCATION**
(a)	... determine the worst case discharge ... provide methodology, including calculations, used to arrive at the volume.	§ 1.2, Fig 1.1, App G
(b)	The worst case discharge is the largest volume, in barrels, of the following:	-----
(b)(1)	... maximum release time in hours, plus the maximum shutdown response time in hours, multiplied by the maximum flow rate expressed in barrels per hour, plus the largest line drainage volume after shutdown of the line section(s) ...	N/A
(b)(2)	The largest foreseeable discharge for the line section(s) within a response zone, expressed in barrels, based on the maximum historic discharge, if one exists, adjusted for any subsequent corrective or preventative action taken.	N/A
(b)(3)	If the response zone contains one or more breakout tanks, the capacity of the single largest tank or battery of tanks within a single secondary containment system, adjusted for the capacity or size of the secondary containment system, expressed in barrels.	Fig. 1.1, App G
§ 194.107	**BRIEF DESCRIPTION**	**LOCATION**
(a)	Each response plan must plan for resources for responding, to the maximum extent practicable, to a worst case discharge, and to a substantial threat of such a discharge.	§5.0, App C, G
(b)	Each response plan must be written in English ...	Entire Plan
8	Each response plan must be consistent with the NCP and each applicable ACP. An operator must certify that it has reviewed the NCP and each applicable ACP and that the response plan is consistent with the existing NCP and each existing applicable ACP.	Ack & Plan Approval, § 1.5
(d)	Each response plan must include:	-----
(d)(1)	A core plan consisting of --	-----
(d)(1)(I)	An information summary as required in ' 194.113.	Fig 1.1
(d)(1)(ii)	Immediate notification procedures.	§ 2.0
(d)(1)(iii)	Spill detection and mitigation procedures.	§ 3.0, 6.0, App I
(d)(1)(iv)	The name, address, and telephone number of the oil spill response organization, if appropriate.	Fig 2.5, App C
(d)(1)(v)	Response activities and response resources.	§ 3.0, App C
(d)(1)(vi)	Names and telephone numbers of Federal, state, and local agencies which the operator expects to have pollution control responsibilities or support.	§ 2.3, Fig 2.7
(d)(1)(vii)	Training procedures.	§ 4.5
(d)(1)(viii)	Equipment testing.	§ 4.6, Fig 5.2
(d)(1)(ix)	Drill types, schedules, and procedures.	§ 4.7
(d)(1)(x)	Plan review and update procedures.	§ 1.4
(d)(2)	An appendix for each response zone. Each response zone appendix must include the information required in paragraph (d)(1) (I) to (ix) of this section that is specific to the response zone and the worst case discharge calculations.	Fig 1.1

DOT/PHMSA 49 CFR Part 194		
§ 194.113	**BRIEF DESCRIPTION**	**LOCATION**
(a)	The information summary for the core plan, required by ' 194.107, must include:	-----
(a)(1)	The name and address of the operator.	Fig 1.1
(a)(2)	For each response zone which contains one or more line sections that meet the criteria for determining significant and substantial harm as described in ' 194.103, a listing and description of the response zones, including county(s) and state(s).	Fig 1.1, App G
(b)	The information summary for the response zone appendix, required in ' 194.107, must include:	-----
(b)(1)	The information summary for the core plan.	Fig 1.1
(b)(2)	The name and telephone number of the qualified individual available on a 24-hour basis.	Fig 1.1
(b)(3)	The description of the response zone, including county(s) and state(s), for those zones in which a worst case discharge could cause substantial harm to the environment.	Fig 1.1
(b)(4)	A list of line sections for each pipeline contained in the response zone, identified by milepost or survey station number, or other operator designation.	Fig 1.1
(b)(5)	The basis for the operator's determination of significant and substantial harm.	Fig 1.1
(b)(6)	The type of oil and volume of the worst case discharge.	Fig 1.1
§ 194.115	**BRIEF DESCRIPTION**	
(a)	Each operator shall identify and ensure, by contract or other approved means, the resources necessary to remove, to the maximum extent practicable, a worst case discharge and to mitigate or prevent a substantial threat of a worst case discharge.	§ 5.0, App C, G
(b)	An operator shall identify in the response plan the response resources which are available to respond within the time specified, after discovery of a worst case discharge, or to mitigate the substantial threat of such a discharge.	§ 5.0, App C, G

DOT/PHMSA 49 CFR Part 194		
§ 194.117	**BRIEF DESCRIPTION**	**LOCATION**
(a)	Each operator shall conduct training to ensure that:	-----
(a)(1)	All personnel know --	-----
(a)(1)(I)	Their responsibilities under the response plan	§ 4.3
(a)(1)(ii)	The name and address of, and the procedure for contacting, the operator on a 24-hour basis	§ 2.0, Fig. 1.1, Fig 2.2
(a)(1)(iii)	The name of, and procedures for contacting, the qualified individual on a 24-hour basis	§ 2.0, Fig 1.1, Fig. 2.2, Fig. 2.5
(a)(2)	Reporting personnel know --	-----
(a)(2)(I)	The content of the information summary of the response plan.	Fig 1.1
(a)(2)(ii)	The toll-free telephone number of the National Response Center	Fig 2.7
(a)(2)(iii)	The notification process	§ 2.0
(a)(3)	Personnel engaged in response activities know --	-----
(a)(3)(I)	The characteristics and hazards of the oil discharged	§ 3.0
(a)(3)(ii)	The conditions that are likely to worsen emergencies, including the consequences of facility malfunctions or failures, and the appropriate corrective actions.	§ 3.0, App G
(a)(3)(iii)	The steps necessary to control any accidental discharge of oil and to minimize the potential for fire, explosion, toxicity, or environmental damage	§ 3.0
(a)(3)(iv)	The proper firefighting procedures and use of equipment, fire suits, and breathing apparatus	§ 1.2, 3.0, App D, Site Safety Health Plan
(b)	Each operator shall maintain a training record for each individual that has been trained as required by this section. Theses records must be maintained in the following manner as long as the individual is assigned duties under the response plan	-----
(b)(1)	Records for operator personnel must be maintained at the operator's headquarters	§ 4.5
(b)(2)	Records for personnel engaged in response, other than operator personnel, shall be maintained as determined by the operator.	§ 4.5
(b)(3)	Nothing in this section relieves an operator from the responsibility to ensure that all response personnel are trained to meet the OSHA standards for emergency response operations in 29 CFR 1910.120 ...	§ 4.5

VADEQ – ODCP 9 VAC 25-91-170		
170	**BRIEF DESCRIPTION**	**LOCATION**
A.	Section 62.1-44.34:15 of the Code of Virginia requires that all facility oil discharge contingency plans shall provide for the use of the best available technology (economically feasible, proven effective and reliable and compatible with the safe operation of the facility) at the time the plan is submitted for approval and, in order to be approvable, shall contain, at a minimum, the following requirements:	-----
1.	The name of the facility, geographic and access routes from land and water if applicable;	Fig. 1.1
2.	The names of the operators of the facility including address and phone number;	Fig. 1.1
3.	A physical description of the facility consisting of a plan of the facility which identifies the applicable oil storage areas, transfer locations, control stations, above and below ground oil transfer piping within the facility boundary (and including adjacent easements and leased property), monitoring systems, leak detection systems and location of any safety protection devices;	Fig. 1.1
4.	A copy of the material safety data sheet (MSDS) or its equivalent for each oil or groups of oil with similar characteristics stored, transferred or handled at the facility. To be equivalent, the submission shall contain the following:	Figs. 3.1, 3.2 & 3.3
a.	Generic or chemical name of the oil;	Figs. 3.2 - 3.3
b.	Hazards involved in handling the oil; and	Figs. 3.2 - 3.3
c.	A list of fire-fighting procedures and extinguishing agents effective with fires involving each oil or groups of oil demonstrating similar hazardous properties which require the same fire-fighting procedures;	App. C
5.	The maximum storage or handling capacity of the facility and the individual tank capacities or, in the case of a pipeline, the average daily throughput of oil;	Fig. 1.1
6.	A complete listing, including 24-hour phone numbers, of all federal, state and local agencies required to be notified in the event of a discharge.	Sec. 2
7.	The position title of the individuals responsible for making the required notifications and a copy of the notification check-off list;	Sec. 2. Fig. 2.3
8.	The position title, address and phone number of the individuals authorized to act on behalf of the operator to implement containment and cleanup actions. This individual shall be available on a 24-hour basis to ensure the appropriate containment and cleanup actions are initiated;	Fig. 1.1
9.	The position title of the individuals designated by the operator to ensure compliance during containment……	Sec. 4.8, App. F

VADEQ – ODCP 9 VAC 25-91-170		
170	**BRIEF DESCRIPTION**	**LOCATION**
10.	Identification and ensurance by contract or other means…..	App. C
11.	Assessment of the worst case discharge, including measures to limit……..	App. G
12.	Inventory of facility containment equipment, including specification of quantity, type, location, time limits for gaining access to the equipment, and identification of facility personnel trained in its use.	App. C, App. G
13.	Identification and location of natural resources at risk (including, but not limited to, surface waters as indicated on the applicable USGS quadrangle maps, groundwater……	Sec. 6, App G
a.	In addition to the requirements set forth in this subdivision, the operator of a facility with an aggregate aboveground storage or handling capacity…….	
b.	For purposes of satisfying the requirement to identify and locate natural resources at risk, the operator of a pipeline shall identify surface waters as indicated……	Sec. 6
14.	Identification and location of any municipal or other services (including, but not limited to, storm drains, storm water collection systems and sanitary sewer……	App. G
15.	If applicable, the facility responsibility for responding to a discharge from a vessel moored at the facility……	N/A
16.	A description of training, equipment testing, and periodic unannounced oil discharge drills conducted by the operator to mitigate……..	Sec. 4
17.	The facility's oil inventory control procedures. Facilities shall ensure that this control procedure is capable of providing for the detection of a discharge of oil……	App. I, App. M
18.	A detailed description of a system for early detection of a discharge to groundwater, utilizing up-gradient and down-gradient leak detection monitoring wells or other groundwater protection measures acceptable to the board (i.e., visual, interstital, vapor and leak detection groundwater monitoring wells…….	
19.	The procedures to be followed, upon detection of a discharge of oil, for testing and inspection of all tanks, piping and all oil transfer associated equipment…….	App. I
20.	The facility's preventive maintenance procedures applicable to the critical equipment of an oil storage and……..	Sec. 5, App. I
21.	A description of the security procedures used by facility personnel to avoid intentional or unintentional damage to the facility; and	
22.	A post-discharge review procedures to assess the discharge response in its entirety.	App. E

APPENDIX C

RESPONSE RESOURCES

COMPANY RESPONSE EQUIPMENT

Baton Rouge Location C-3

Collins Location C-4

Meridian Location C-7

Helena Location C-8

Bremen Location C-10

Jersey Location C-11

Doraville Location C-12

Anderson Location C-13

Spartanburg Location C-14

Gastonia Location C-15

Greensboro Location C-17

Martinsville Location C-18

Roanoke Location C-18

Richmond Location C-19

Richmond Junction Location C-20

Washington Location C-21

APPENDIX C (Cont'd)

RESPONSE RESOURCES

USCG CLASSIFIED OIL SPILL REMOVAL ORGANIZATIONS (OSROs)

Minimum Equipment Requirements for OSRO Classifications C-24

OSRO Listings by Response Zone C-26

OTHER RESOURCES

Non OSRO classified contractors are listed in Section 2.0. Additional resources should be located through the yellow pages located in local phone books or the internet.

LOCATION: BATON ROUGE

Quantity	Unit	Equipment
1	ea.	TRAILER, Wells Cargo, 7'x 16'x 7'
1	ea.	TRAILER, BOOM 8'x16'
1	ea.	BOAT, 14', aluminum
1	ea.	BOAT TRAILER
800	ft.	SLIKBAR OIL BOOM, 10- 40 ft. sections (400 feet at Osyka)
3	ea.	OIL ABSORBENT PADS, 100/bundle
1	ea.	GENERATOR, Honda, 120/140 AC, 5000W
1	ea.	AIR COMPRESSOR, LeRoi 185
1	ea.	SKIMMER, Skim-Pak w/accessories; De-rated recovery capacity:**1-7.6 GPM**
1	ea.	PUMP, 2", Wilden, air driven
1	ea.	Pump, 3", Cormun Rupp, centrifugal, air driven
1	ea.	Pump, 2", centrifugal, gasoline driven
1	ea.	Pump, 2", rotary, air driven
1	ea.	PUMP, 2", Sandpiper, air-operated, diaphragm
1	ea.	PUMP, air-operated, double-diaphragm, Wilden Model AM-15 w/3" x 20' suction hose and 3" x 100' discharge hose
	ea.	HOSE, 2", oil-resistant
	ea.	HOSE, 3/4", air supply
	ea.	HOSE, 3", suction, oil-resistant
5	ea.	FLOODLIGHTS, 300W
200	ft.	CABLE, for floodlights, 3-conductor #14
31	ea.	U-BOLT CLAMPS, (12- 18", 18- 12", 1- 10")
2	ea.	PIPE CUTTERS, mechanical, Alston, rachet type (1- 10" to 12", 1- 18" to 20")
40	ft.	FULL WRAP MATERIAL, (20 ft. of 12-3/4" ID, 20 ft. of 18" ID)
96	ft.	HALF WRAP MATERIAL, for 18" pipe, 0.375" wall
100	ft.	CABLE, bonding, single-conductor, size 2/0, w/adjustable clamps
2	ea.	TAPPING MACHINES, Williamson, Model T 101 and Model 360
1	ea.	LINE-UP CLAMP, 1-10"
3	ea.	FIRE EXTINGUISHERS, portable
2	ea.	FIRE EXTINGUISHER, wheeled units, w/25 ft. hose
1	ea.	TARPAULIN, 14' x 20'
	lot	PPE (Hard hats, ear plugs, safety glasses, Nomex, Tyvex, cotton and nitrile gloves, rain suits, waders, life jackets, traffic vests)
1	ea.	VAPOR DETECTOR
1	ea.	OXYGEN METER
1	ea.	GAS DETECTOR, Draeger
	lot	PVC PIPE, 2", w/assorted fittings
	lot	LUMBER
78	ft.	PRETESTED LINE PIPE, 18.000" OD, 0.375" wall, grade B seamless
128	ft.	PRETESTED LINE PIPE, 12.750" OD, 0.375" wall, X42
131	ft.	PRETESTED LINE PIPE, 12.750" OD, 0.500" wall, X42
	ea.	Traffic Warning Signs and Flags
1	ea.	32 gallon drum and box of drum liners
300	ft.	CRUCIAL Model 6"/4" TC Solid float boom
2	ea.	20# Anchors
4	ea.	Buoys
2	ea.	Flashlights
6	ea.	Life Jackets

LOCATION: COLLINS (Primary Trailer)

Quantity	Unit	Equipment
400	ft.	BANTAM BOOM, 5” skirt
450	ft.	PSI River BOOM, 12” skirt
7	100 ct bales	ABSORBENT PADS
1	ea.	ABSORBENT PAD SQUEEZER
		ABSORBENT BOOM
6	ea.	ANCHOR DRIVE POST w/clevis
4	20 lbs	ANCHORS
6	ea.	BUOYS
1	ea.	PUMP, 2", diaphragm
100	ft.	HOSE, 2"
2	ea.	FLASHLIGHTS
2	ea.	LIGHTS, explosion proof
3	ea.	LIGHTS, halogen
100	ft.	EXTENSION CORD, dual outlet
1	ea.	STINGER, 2”x1 ½”
1	ea.	STRAINER, 2”
1	ea.	SKIMMER, Skim-Pak w/accessories; De-rated recovery capacity:**1-7.6 GPM**
2	ea.	AIR MOVER, Coppus
3	ea.	TARPAULIN, (1) 9x14, (1) 13x20, (1) 20x30
1	ea.	AIR MONITOR, Drager, Benzene/Hydrocarbon
1	lot	DRAGER CHIPS, benzene
1	lot	DRAGER CHIPS, hydrocarbon
1	lot	C-CLAMPS
4		BRUSHES, scrub
100	ft.	CAUTION FENCE, 4’ high
1	ea.	GENERATOR, 5.0 Kva
1	ea.	DRUM, 50 gal
1	ea.	DRUM, 30 gal
3	ea.	TUBS, large
	roll	TAPE, adhesive, duct
	roll	RIBBON, yellow, red, blue
5	ea.	WATER CANS, 6 gal
1	ea.	WATER COOLER, 5 gal
1	ea.	GAS CAN, 2.5 gal
1	ea.	GAS CAN, 5 gal
	ea.	TRASH CAN and GARBAGE BAGS
	ea.	FIRST AID KIT
	ea.	EYE WASH
	ea.	HARD HAT
1	box	EAR PLUGS
	lot	Hand tools (shovels, rakes, axes, hammer, etc.)
		NAILS, 5 lb./20d
	lot	PVC Pipe & Fittings

LOCATION: COLLINS (Primary Trailer) (Cont'd)

Quantity	Unit	Equipment
2	sheet	PLYWOOD, 4'x8'x3/4"
	lot	WOOD, assorted
	lot	PPE (Nomex, Tyvex, nitrile gloves, etc.)
	lot	Safety Equipment (Traffic flags & vests, first aid kit, barricade tape, etc.)
	lot	Decon Equipment (wash tub, pressure sprayer, etc.)
		ANTIFREEZE, 2 gal
1	ea.	Collapsible Portable Tank
1	ea.	Portable Computer Printer

Primary Trailer-stored equipment

Quantity	Unit	Equipment
1200	ft.	Rope, poly.
		Respirator, "half mask", with cartridges
2	ea.	Fire Extinguishers, ansul, 30 lb. portable
2	ea.	Waste storage containers
4	rolls	Polyethylene, 6 ML
	lot	RAGS

Secondary Trailer-stored equipment

Quantity	Unit	Equipment
400	ft.	BOOM, PSI 8" skirt
300	ft.	BOOM, PSI Bantam 5" skirt
200	ft.	BOOM, PSI River 12" skirt
2	ea.	ANCHORS, #22
	lot	HAND TOOLS, (Shovel, hammer, etc.)
1200	ft.	ROPE, poly
1	ea.	BUOY
	lot	Respirator, "half mask" with cartridges
1	bundle	Sock Boom
4	bundle	Absorbent Pads
	lot	PPE (Nomex, Tyvex, Nitrile gloves, etc.)
4	ea.	Anchor Drive Post

LOCATION: COLLINS (Cont'd)

Warehouse-stored equipment

Quantity	Unit	Equipment
50	ea.	TYVEX SUITS
		POLYETHYLENE
280	ft.	HOSE, 3"
20	ft.	HOSE, 2"
1	ea.	PUMP, 3" Diaphragm
1	ea.	PUMP, 2" Diaphragm
1	ea.	PUMP, 3" Centrifugal
		HOSE FITTINGS, assorted
8	ea.	SPOT LIGHTS, Fixed
		EXTENSION CORDS
1	lot	ABSORBENT PADS
1	roll	ABSORBENT MATERIAL
2	ea.	GENERATOR, 120v
1	ea.	CHAINSAW
2	ea.	FIRE EXTINGUISHERS, 50 lb., wheeled
2	ea.	AIR MONITOR, Oxygen, LEL
1	ea.	AIR MONITOR, Drager CMS
1	ea.	AIR COMPRESSOR, 180 CFM
1	ea.	POLARIS RANGER
		ABSORBENT BOOM
1	ea.	BOAT, 14' Alumacraft with 15hp motor
1	ea.	BOAT, 20' Customcraft with 90hp motor
1	ea.	BLOWER, Stihl Gas Powered

LOCATION: MERIDIAN

Quantity	Unit	Equipment
400	ft.	BOOM, PSI Basin
200	ft.	BOOM, PSI Bantam
		ABSORBENT PADS
		ABSORBENT BOOM

LOCATION: HELENA

Quantity	Unit	Equipment
1	ea.	EMERGENCY RESPONSE TRAILER, Wells cargo, 7' x 16' x 7', PPL Unit #2028
1	ea.	BOAT, 14' Aluminum, Alumacraft model #1457, PPL Unit #2020
1	ea.	BOAT MOTOR, Johnson 14hp model #1991
1	ea.	BOAT TRAILER, model #B147F, PPL Unit #2021
1	ea.	BOAT PADDLE, wooden
1	ea.	TRAILER, 2-axle, 6-ton, "leak trailer", Unit #1525
620	ft.	SLICKBAR OIL BOOM, 6" x 12", weighted for 4-knot current (leak Trailer)
600	ea.	SORBENT PADS (leak trailer)
1	ea.	OIL SKIMMER, Slikbar (slurp); De-rated recovery capacity:**8.8 GPM**
1	ea.	PUMP, portable, air-operated centrifugal
1	ea.	PUMP, 2", Daeger, air-driven
4	ea.	PUMP, 2", Sandpiper, air-operated, diaphragm
280	ft.	HOSE, 2"
120	ft.	HOSE, 3"
1	ea.	GENERATOR, General, 115V, AC, 1200W
2	ea.	FLOODLIGHTS, portable, explosionproof w/2- 150W lamps and 100 ft. of 16/3 extension cable
4	ea.	FIRE EXTINGUISHERS, wheeled unit, 50#, w/25 ft. hose
1	ea.	FLASHLIGHT, 3 cell w/extra battery
2	ea.	TRAFFIC FLAGS
2	ea.	SCBA, MSA Ultralite, pressure demand w/2 spare bottles of air each
4	ea.	RESPIRATOR, half mask, Wilson model 6100 w/cartridges
1	ea.	RESPIRATOR, 5 minute escape pack
1	ea.	AIR COMPRESSOR, 185 CFM, Le Roi, Diesel-driven, Model #A219-78
41	ea.	U-BOLT CLAMPS, (12- 30", 8- 18", 2- 12", 6- 10", 13- 8")
3	ea.	LINE-UP CLAMPS, (2 to 18", 1 to 10")
1	ea.	DRILLING MACHINE, (pipe tap), Williamson model #T101
1	ea.	PIPE CUTTER, 8" x 10" with handle and guides
1	ea.	PIPE CUTTER, 16" x 18" with handle and guides
1	ea.	PIPE CUTTER, Wach's "Trav-L-Cutter", air-driven, 6" through 36" pipe
	lot	HAND TOOLS, (shovels, rakes, saws, etc)
	lot	LUMBER
2	ea.	METAL CANS, 5 gallon
1	ea.	TARPAULIN, 14' x 20'
2	ea.	VAPOR DETECTORS
1	ea.	OXYGEN METER
1	ea.	SPLIT SLEEVE, Plidco, 30"
lot	ea.	SLEEVING, half wrap metal pipe, 141' x 30", 135' x 18", 105' x 8", 40' x 10"
2	ea.	ELBOW, 30", 3R, 45 degree
1	ea.	ELBOW, 18", 3R, 90 degree
3	ea.	WELD CLAMPS, Tipton, for 8", 10" and 18" pipe
29	ft.	PRE-TESTED LINE PIPE, 8.625" OD, 0.219" wall, Grade X46, seamless, bare
38	ft.	PRE-TESTED LINE PIPE, 8.625" OD, 0.322" wall, Grade B, seamless, bare

LOCATION: HELENA (Cont'd)

Quantity	Unit	Equipment
113.0	ft.	PRE-TESTED LINE PIPE, 10.750" OD, 0.250" wall, Grade X46, ERW, storage coating, internally coated
44.5	ft.	PRE-TESTED LINE PIPE, 12.750" OD, 0.375" wall, Grade B, seamless, bare
36.7	ft.	PRE-TESTED LINE PIPE, 18.000" OD, 0.375" wall, Grade B, seamless, bare
181.9	ft.	PRE-TESTED LINE PIPE, 30.000" OD, 0.344" wall, Grade X52, ERW, bare

Trailer-stored equipment

Quantity	Unit	Equipment
130	ft.	SLICK BAR OIL BOOM 6" X 12" weighted for 4-knot current
150	ea.	SORBENT PADS
1	ea.	AIR BLOWER, Coppus model No. 6-HP
2	ea.	FIRE EXTINGUISHER, ansul 30 lb.
1	ea.	FIRST AID KIT
1	ea.	GAS DETECTOR, Draeger
	lot	PPE, (Nomex, Tyvex gloves, etc.)
2	ea.	HARD HATS
1	ea.	LIFE JACKET, types III & V
	lot	PVC PIPE & FITTINGS
	lot	FENCE, orange snow
	lot	LINE STAKES
	lot	DE-CON EQUIPMENT
	lot	PLASTIC SHEETING
2	ea.	METAL CANS, 5 gallon
7	rolls	BARRICADE TAPE, 1000 ft.

LOCATION: BREMEN

Quantity	Unit	Equipment
1	ea.	TRAILER, 6 x 10 Horton
300	ft.	BANTAM BOOM
100	ft.	BANTAM BOOM (Warehouse)
1	16’	BOAT, Aluminum, Alumacraft, with motor 20 HP
1	ea.	BOAT TRAILER
1	ea.	AIR COMPRESSOR, Ingersol Rand 185D, with 250ft of ¾” hose
10	bales	Oil Sorbent Pads (Warehouse)
1	lot	Pipe, PVC fittings
1	Lot	Lumber, various
2	ea.	Fire Extinguisher, 30lb.
1	ea.	Pump, 2”, pneumatic diaphragm, Wilden model M-8-B
1	ea.	Pump, 3”, pneumatic diaphragm, Wilden model M-15-B
2	ea.	FLOODLIGHTS, portable, C-H, Type RCDER-6, 150 W., with 125 ft. cable each
10	ea.	OIL SORBENT PADS, 200/bundle
1	ea.	GAS DETECTOR, multi, (Draeger), Pump Kit CH304D
1	lot	HAND TOOLS (Shovels, rakes, saws, etc.)
1	lot	PERSONAL PROTECTIVE EQUIPMENT (NOMEX, Tyvex, Nitrile Gloves)
1	ea.	FIRST AID KIT
		1 - 30"/36")
1	ea.	PRODUCT SKIMMER, Swiss, Model OELA III; De-rated recovery capacity:5.2-21.2 GPM

LOCATION: JERSEY

Quantity	Unit	Equipment
1	ea.	TRAILER, Wells Cargo, 7' x 16' x 7', PPL Unit #2029
1	ea.	BOAT, Alumacraft, 16', aluminum, w/25 HP motor
1	ea.	BOAT TRAILER
1	ea.	AIR COMPRESSOR, LeRoi 185
1	ea.	HOSE, Air supply, 3/4"
1	ea.	LIGHT PLANT, Kawasaki Model K61500B, PPL Unit #1212
500	ft.	SLIKBAR OIL BOOM, 6" x 6"
9	ea.	OIL SORBENT PADS, 200/bundle
1	ea.	SKIMMER, Swiss Model OELA III; De-rated recovery capacity:5.2-21.2 GPM
	lot	HAND TOOLS, (shovels, rakes, saws, etc.)
		PIPE, PVC, and fittings
		LUMBER
1	ea.	INDUSTRIAL SCIENTIFIC MX 251
1	ea.	DRAGER CMS
1	ea.	GAS DETECTOR, Draeger Model CH304D
		PERSONAL PROTECTIVE EQUIPMENT (NOMEX, Tyvex, Nitrile Gloves)
		FIRST AID KIT 7 other safety supplies

LOCATION: DORAVILLE

Quantity	Unit	Equipment
1	ea.	50 lb. Wheeled ABC Dry Chemical Fire Extinguisher Serial #DS307.065
2	ea.	30 lb. ABC Dry Chemical Fire Extinguisher
1	ea.	Product Skimmer Kaiser AG and hose
16	Bags	Sorbent Pads 17” X 19”
8	Bags	Sorbent Boom 510SN 5” Dia. X 10’ length
1	ea.	Pump 2” Pneumatic, Diaphragm, Wilden
1	ea.	Pump 3” Pneumatic, Diaphragm, Wilden
850	Feet	River Boom located on Boom & Boat trailer
100	Feet	Creek Boom 4” – orange
60	Feet	Hose , tank truck 2”
1	ea.	Generator, Kawasaki, Model # KG-1800-B
2	ea.	Floodlight, 150-300 watt, explosion proof
2	ea.	Corpus air mover
18	ea.	3M disposable air purifying respirator
1	ea.	5 minute escape respirator
1	Box	Nomex coveralls
1	Box	Tyvex - XL – 12 pair ,Tyvex – XXL – 12 pair, Tyvex – XXXL – 12 pair
1	Box	rubber gloves- 120 pair
2	ea.	Hard hats
2	Pr.	N260 Weather-Rite small stocking foot chest waders
3	Pr.	N260 Weather-Rite large stocking foot chest waders
5	Pr.	Non-insulated boot foot wader w/ cleated outsole sizes 7, 8, 10, 11 and 12
2	Pr.	Hipper boot foot sizes 10 and 12
1	ea.	Sunshield canopy 10’ x 20 ‘ commercial grade
6	ea.	Tarps – assorted sizes
3	Rolls	Visqueen clear
2	Rolls	Film-Gard black 6mil polyethylene sheeting 20’ x 100’
1	Box	Plas-Tuff can liners 40-45 gallon
1	ea.	Black haz-mat drum w/ lid
3	ea.	30 gallon galvanized garbage cans w/ lids
10	Gal.	2- 5 gallon buckets of control solve concentrate 114
1	ea.	Large white Igloo cooler
1	ea.	First Aid Kit; Stretcher; Emergency blanket
3	ea.	Life vests
2	ea.	3 gallon pump-up sprayers
2	ea.	22 lb. Boat anchors
2	ea.	5 gallon safety gas cans
8	ea.	Flashlights – explosion proof – assorted sizes
2	ea.	Pool skimmers w/ telescoping pole
2	ea.	1 inch steel stinger
3	ea.	Bush axes
1	ea.	Post hole digger and Pick-matic
2	ea.	Pick heads and Wood Pick handles
4	ea.	Hay forks
2	ea.	Short handle pitchfork
3	ea.	Metal rakes
1	ea.	Square shovel
1	ea.	Round shovel
2	ea.	Machete 18” blade
6	Box	Yellow caution tape
2	Rolls	Red “Do Not Enter” warning tape
250	Ea. Color	Pin flags – red; Pin flags – yellow; Pin flags – blue
12	Rolls Ea.	Flagging tape – red; Flagging tape – yellow; Flagging tape - blue

LOCATION: ANDERSON

Quantity	Unit	Equipment
2	ea.	U-bolt clamps, 10"
2	ea.	U-bolt clamps, 14"
3	ea.	U-bolt clamps, 26"
1	ea.	Split sleeve, 26", Plidco, 36" length
1	ea.	Boat trailer, Shorelander, Model B147f, 20’
1	ea.	14’ Alumcraft Jon Boat
1	ea.	15 H.P. Johnson Outboard Motor
1	16 yds	Fiberglass wrap
2	Roll	Pipeline felt
2	Gal.	Mastic coating
2	Bags	Quik-Gel
4	Bales	Diapers (absorbent pads)
1	ea.	Tractor, Ford 1975

LOCATION: SPARTANBURG

Quantity	Unit	Equipment
4	ea.	U-bolt clamps (2 -14" and 2 - 10")

LOCATION: GASTONIA

Quantity	Unit	Equipment
1	ea.	Pump, Watermaster, Model 706-D Floating, W/2 H.P. Ingersoll-Rand motor, w/150' of 4" discharge hose
200	Feet	Slickbar oil boom
100	Feet	Parker Boom (3 - 25' sections)
48	Feet	Bantam Boom (2 - 50' sections) (new 1991)
4	Bag	Sorbent pillows
1	ea.	Polaris ATV, 6x6
1	ea.	Generator, Yamaha, Electric, 120/240 volt EF 3800
3	ea.	Floodlights, electric, explosion-proof
40	Feet	2" hose
120	Feet	New 3" hose
48	ea.	U-bolt clamps (19 - 14", 10 - 10", 5 - 8", 3 - 26", 11 - 6")
120	Feet	Conweb sorbent boom, 8" x 10', four 25' sec.
48	Feet	Conweb sorbent boom, 48' long (2 boxes)
1	ea.	14" 90° elbow, 3R, 0.375" wall
1	ea.	26" 90° elbow, 3R, 0.375" wall
2	ea.	26" 45° elbow, 3R, 0.375" wall
1	ea.	Lamb air mover, 3"
1	ea.	Coppus 3" air blower
15	Bales	Sorbent pads, (18" x 18") 100 sheets/bale
1	ea.	3" Gorman Rupp, centrifugal 5 H.P. air driven motor
8	ea.	Fire extinguishers - dry chemical
1	ea.	2" diaphragm pump, Homelite, gasoline
1	ea.	Air compressor, Ingersoll-Rand, Model D-150, portable, w/diesel engine
1	ea.	Air impact wrench, Aro, ½" drive
1	ea.	Air impact wrench, I-R, 1" drive
4	ea.	LEL meters
2	ea.	Pumps, hydraulic, TDW for sphere inflation
1	ea.	Oxyacetylene welding and cutting torch
30	Feet	26" half-wrap
30	Feet	14" half-wrap
30	Feet	8" half-wrap
20	Feet	6" half-wrap
30	Feet	4" PVC

LOCATION: GASTONIA (Cont'd)

Quantity	Unit	Equipment
2	ea.	Truck, 3/4 ton, 4 x 4, Ford F-250
1	ea.	Truck, 1/2 ton, 4 x 4, Ford F-150
1	ea.	1982 Magline tilt trailer
1	ea.	Boat trailer, Shorelander, Model B147F, 20'
1	ea.	14' Alumacraft Jon boat
1	ea.	Outboard 15 H.P. Johnson motor
1	ea.	Krautkramer Brason, DM2E, ultrasonic thickness gauge
1	ea.	Gas detector, Draeger for benzene and hydrocarbon detection
1	ea.	Full sleeve, 26" x 26", bolt-on type
2	ea.	Full sleeve, 14" bolt-on type
2	ea.	14" full encirclement sleeve, 12" long
2	ea.	8" full encirclement sleeve, 12" long
	Lot	Gasket material
1	Set	Weld sleeve, 26" pipe
1	ea.	14" Reed pipe cutter with handle
1	ea.	8" Reed pipe cutter with handle
5	ea.	Line-up clamps, Tipton, (1 each of 12", 14", 10", 8", 6")
1	ea.	Line-up clamp, 26"-30", hydraulic
5	ea.	Spheres (2 - 14", 3 - 26")
1	ea.	Tapping machines, TDW, (1 Model 360, 1 Model T101)
8	ea.	2" full opening tapping valves, ball type
1	ea.	3" full opening tapping valve
1	ea.	Millermatic ARC 250 AC/DC Welder / 172 Mig 230 Wire Feed

LOCATION: GREENSBORO

Quantity	Unit	Equipment
2	ea.	U-bolt clamps, 14"
8	ea.	U-bolt clamps, 8"
2	ea.	U-bolt clamps, 26"
300 100	Feet Feet	Slickbar oil boom Sorbent boom
100	Feet	Parker Bantam Boom, two 50' sections
300	Feet	Nylon Rope
100	Feet	2” High Pressure Hose
2	ea.	Coppus 3" air blower, compressed air driven
1	ea.	Gas detector, Draeger Model CMS
1	ea.	Explosive vapor detector, Industrial Scientific LEL
1	ea.	TD Williams tapping machine
2	ea.	Floodlights, electric 9' stands
1	ea.	Generator, Dayton 7000 watt
1	ea.	Air compressor, Lero Dresser, 185 CFM, Diesel
1	ea.	Six Wheeler, Polaris
1	ea.	Air diaphragm pump, Wilden, 3"
1	ea.	3/4 ton Ford truck, 4 x 4, diesel
1	ea.	3/4 ton Ford F-250, 4 x 4
1	ea.	¾ ton FORD, 4x4
1	ea.	Boat, 14' Alumacraft Jon boat, Model 1457
1	ea.	Boat trailer, Shorelander, Model B147F
1	ea.	Outboard motor, Johnson, 15 H.P.
205	Feet	14" pipe, .312 wall, X-42, tested, bare
31	Feet	14" pipe, .219 wall, X-52, tested, coated
144	Feet	8" pipe, .250 wall, X-42, tested (42' coated, 102' bare)
4	Bales	Sorbent pads (18" x 18"), 100 sheets/bale
1	ea.	14" full-encirclement sleeve, 18" long
1	ea.	8" full-encirclement sleeve, 12" long
2	ea.	Fire extinguishers, dry chemical
1	Set	Weld sleeve for 26" pipe
6	ea.	2" ball, full opening tapping valve
1	ea.	Trailor, 5’x10’
1	ea.	Boom Trailor, 5’x10’
1	ea.	Skimmer, Swiss Model OELA
100	Feet	Extension Cord
1	Roll	Plastic Sheeting
3	ea.	Life Vest, Adult

LOCATION: MARTINSVILLE

Quantity	Unit	Equipment
2	ea.	U-bolt clamps, 8”
4	ea.	Cinder Blocks
2	Pair	Rubber Boots

LOCATION: ROANOKE

Quantity	Unit	Equipment
2	ea.	Treated Board, 2’x12’x12
1	ea.	Treated Board, 2’x4’x8
1	ea.	Tarp
1	ea.	Ladder, 15 feet
2	ea.	Sprayer
2	ea.	Galvanized Tub
1	ea.	Ultrasonic Thickness Meter

LOCATION: RICHMOND

Quantity	Unit	Equipment
250	Feet	Slickbar oil boom, "MK-10" (E.R. trailer)
150	Feet	Bantam boom (E.R. trailer)
100	Feet	Slickbar oil Boom (E.R. trailer)
10	Sections	Floating absorbent boom, 8' x 14", Johns-Manville Sea Serpent (E.R. trailer)
1	ea.	Pump, diaphragm, Wilden air driven
200	Feet	Hose, 3”
100	Feet	Hose, 2”
2	ea.	Air Blowers, Coppus-Jet Air w/grounds (E.R. trailer)
3	ea.	Floodlights, electric, explosion-proof (E.R. trailer)
3	ea.	Spheres (14") w/sphere pump
2.5	feet	Split sleevel 6” X 0.250” WT
4.5	feet	Split sleeve 8” X 0.250” WT
20	feet	Split sleeve 12” X 0.250” WT
3	feet	Split Sleeve 12” X 0.375” WT
8	feet	Split sleeve 14” X 0.250” WT
1	Pair	14" Split sleeve half wrap (for sleeving over existing butt weld)
1	Pair	12" Split sleeve half wrap (for sleeving over existing butt weld)
1	Pair	6" Split sleeve half wrap (for sleeving over existing butt weld)
28	ea.	U-bolt clamps (4 - 14", 14 - 12", 5 - 8" and 5 - 6")
2	ea.	Pipe cutters, rotary, one 5" to 8" and one 10" to 14"
2	Sets	Bonding cables, 20 feet
2	ea.	Tapping machines, one TDW T-101 and one Muller Model D-4
2	ea.	Tapping valves, 2", full opening
2	Bales	Sorbent boom, 3M Type 270, 8" x 10' lengths (4 per bale)
16	Bales	Sorbent sheets, 3M Type 15, 3/8" x 18" x 18" (200 per bale)
100	Feet	Absorbent sweep
9	Rolls	Polyethylene
1	ea.	Gate valve, 12", WKM
4	ea.	Combustible Gas/O2 Monitor-Ind.l Sci. Model MX251 (in vehicles)
1	ea.	Combustible Gas/O2 Monitor Ind. Sci. Model 312LX (in vehicles)
1	ea.	Drager CMS multi-gas detector
1	ea.	Drager manual pump multi-gas detector (E.R. Trailer)
1	ea.	Oxygen Detector-Bacharach Model K-2500 (E.R. Trailer)
1	ea.	Generator – Yamaha EF3800(E) (E.R. Trailer)
1	ea.	Railroad Utility Cart
1	ea.	Boat, 14' aluminum w/trailer & 15 hp motor
1	ea.	Air compressor, diesel driven, LeRoi, 185 cfm
1	ea.	Utility trailer, 3000# capacity, 9' x 4' body
6	ea.	UHF Radios (in vehicles)
6	ea.	Walkie-talkies, spare batteries, chargers (in vehicles)

LOCATION: RICHMOND JUNCTION

Quantity	Unit	Equipment
29.6	Feet	8" Tested X-42 ERW (SC) .188
554	feet	12” Tested pipe 0.250”EW X52
119	Feet	14" Tested pipe, electric weld X42 .312 W.T.
1	ea.	Elbow - 12" 90° 3R, Std. Wt. Y52 steel welding (tested 7-26-97))
1	ea.	12” - 600# spool assy.(2ft-9in. face to face) tested 7-26-97
1	ea.	12” 600# pig trap assy.
10	Feet	6" Split sleeve half wrap without backup strips .250 W.T.
10	Feet	8" Split sleeve half wrap without backup strips .250 W.T.
8	Feet	12" Split sleeve half wrap without backup strips .375 W.T.
8	Feet	14" Split sleeve half wrap without backup strips .375 W.T.

LOCATION: WASHINGTON

Quantity	Unit	Equipment
300	feet	Oil Boom, Slickbar, MK-10
350	feet	Oil Boom, Bantam
100	feet	Oil Boom, Bantam, Heavy Duty
50	feet	Oil Boom, Absorbent
1	ea.	Air Compressor, Le Roi
2	ea.	Air Blowers, Jet-Air, w/ground cables
1	ea.	Boat, Skiff, 17’
1	ea.	Combustible Gas/O2 Monitor, Industrial Scientific Model MX251
1	ea.	Trailer, Boom w/SlickBar Boom (300ft.)
5	ea.	NOMEX Coveralls
1	ea.	Explosimeter, MSA
2	ea.	Lights, explosion-proof.
1	ea.	Generator, Yamaha EF 3800
7	Rolls	Plastic Sheeting
1	ea.	Pump, Centrifugal, Gorman-Rupp
250	feet	Pump Hose, 2"
200	feet	Pump hose, 3"
1	ea.	Pump, Diaphragm, 3”
1	ea.	Skimmer, OLEA III, complete; De-rated recovery capacity:**5.2-21.2 GPM**
1	ea.	Drum, Overpack Salvage
12	Bags	Sorbent Sheets
1	ea.	Draeger Pump, for Benzene and Total Hydrocarbon Monitoring
1	ea.	All Terrain “Argo”
2	ea.	Dumpsters, Portable
1	ea.	Chainsaw, Skil
1	3 gal.	Can, safety
1	5 gal.	Can, safety
1	ea.	Cannon, propane
1	Lot	Maps, USGS
4	ea.	Pipe, PVC, 4”x10’
2	ea.	Elbows, PVC, 4”, 90 degree
500	feet	Rope, on spool
100	feet	Rope, with hooks
1	ea.	Ringer, Diaper and Rags
1	Box	Rags
2	ea.	Fire Extinguisher, 30 lb.
1	ea.	Rake, garden
1	ea.	Pitchfork
3	ea.	Shovels, round point
1	ea.	Shovel, square
1	ea.	Sledgehammer
1	ea.	Handsaw
1	ea.	Tool set, assorted
6	ea.	Planks, 2”x12”x10”
6	ea.	Planks, 2”x4”x10”
1	ea.	Hammer, claw
1	ea.	Nail, assorted
1	roll	Plastic Bags, heavy duty

LOCATION: WASHINGTON (Cont'd)

Quantity	Unit	Equipment
1	ea.	Glue, all purpose
2	ea.	Respirator, Half-mask
5	pair	Cartridges, organic vapor
1	box	Ear Plugs
1	set	Ear Muffs
6	pair	Safety Glasses
1	case	Gloves, nitrile
6	pair	Gloves, cotton
2	ea.	Rainsuits, poncho
2	ea.	Traffic vests
2	ea.	Traffic warning flags
2	ea.	Wheel Chocks
12	rolls	Tape, barricade
1	ea.	Stretcher with carrying case
1	ea.	Safety lantern with battery
1	ea.	Flashlight, 3 cell with battery
1	case	Wipes, all purpose
1	package	Tags, Do Not Operate
1	ea.	Respirator, escape pack with case (5 minute)
1	30 gal	Drum
1	ea.	First Aid Kit
1	3 gal	Pressure Sprayer
1	ea.	Air Horn
1	ea.	Tarpaulin, 12'x16'
1	ea.	Shield, visor with hard hat bracket
1	ea.	Eyewash station
1	ea.	MSDS Book
1	bundle	Stakes
1	can	Hand cleaner
4	ea.	Life Jackets
1	ea.	Wind Sock
2	ea.	Slick Bar/Bantam Boom adapters
1	ea.	Bucket, galvanized
1	ea.	Funnel
2	ea.	Tubs, galvanized, 17 gal
2	ea.	Extension Cord, (1) 50ft and (1) 100ft
2	ea.	Chairs, folding
1	ea.	Bush axe
1	ea.	Wood axe
1	ea.	Machete
1	ea.	Net, dip type
1	ea.	Post Hole Digger

FIGURE C-1

REVISED USCG OSRO CLASSIFICATIONS

The USCG has classified OSROs according to their response capabilities, within each Captain of the Port (COTP) zone, for vessels and for facilities in four types of environments. Response capabilities are rated MM, W1, W2, or W3 as described below.

MINIMUM EQUIPMENT REQUIREMENTS FOR OSRO CLASSIFICATIONS						
Classification	Resource Quantity Guidelines		Maximum Facility Response Times		Maximum Vessel Response Times	
Rivers/Canals						
MM	Protective Boom:	4,000*ft				
	EDRC:	1,200 bbls	High Volume Ports:	6 hours	High Volume Ports:	12 hours
	TSC:	2,400 bbls	Other Ports:	12 hours	Other Ports:	24 hours
W 1	Protective Boom:	25,000*ft				
	EDRC:	1,875 bbls	High Volume Ports:	12 hours	High Volume Ports:	12 hours
	TSC:	3,750 bbls	Other Ports:	24 hours	Other Ports:	24 hours
W 2	Protective Boom:	25,000*ft				
	EDRC:	3,750 bbls	High Volume Ports:	30 hours	High Volume Ports:	36 hours
	TSC:	7,500 bbls	Other Ports:	36 hours	Other Ports:	48 hours
W 3	Protective Boom:	25,000*ft				
	EDRC:	7,500 bbls	High Volume Ports:	54 hours	High Volume Ports:	60 hours
	TSC:	15,000 bbls	Other Ports:	60 hours	Other Ports:	72 hours
Inland						
MM	Protective Boom:	6,000* ft				
	EDRC:	1,200 bbls	High Volume Ports:	6 hours	High Volume Ports:	12 hours
	TSC:	2,400 bbls	Other Ports:	12 hours	Other Ports:	24 hours
W 1	Protective Boom:	30,000*ft				
	EDRC:	12,500 bbls	High Volume Ports:	12 hours	High Volume Ports:	12 hours
	TSC:	25,000 bbls	Other Ports:	24 hours	Other Ports:	24 hours
W 2	Protective Boom:	30,000* ft				
	EDRC:	25,000 bbls	High Volume Ports:	30 hours	High Volume Ports:	36 hours
	TSC:	50,000 bbls	Other Ports:	36 hours	Other Ports:	48 hours
W 3	Protective Boom:	30,000* ft				
	EDRC:	50,000 bbls	High Volume Ports:	54 hours	High Volume Ports:	60 hours
	TSC:	100,000 bbls	Other Ports:	60 hours	Other Ports:	72 hours

FIGURE C-2

EXTERNAL RESPONSE RESOURCES

WESTERN RESPONSE ZONE

USCG Classified Oil Spill Removal Organizations (OSRO)

Mobile Captain of the Port (COTP) Zone

OSRO Name	Contract Number	Environment Type	Facility Classification Level				Shoreline Cleanup
			MM	W1	W2	W3	
Clean Harbors Environmental	06CK29028ST	Rivers/Canals	✔	✔	✔	✔	yes
		Inland	✔		✔	✔	
HEPACO	05CI29033PPL	Rivers/Canals					yes
		Inland	✔		✔	✔	
SWS Environmental	01CI17112KMEP	Rivers/Canals	✔	✔	✔	✔	yes
		Inland	✔	✔	✔	✔	
U.S. Environmental Services	04CI29308PL/SY	Rivers/Canals	✔	✔	✔	✔	yes
		Inland	✔	✔	✔		

New Orleans Captain of the Port (COTP) Zone

OSRO Name	Contract Number	Environment Type	Facility Classification Level				Shoreline Cleanup
			MM	W1	W2	W3	
Clean Harbors Environmental	06CK29028ST	Rivers/Canals			✔	✔	yes
		Inland			✔	✔	
HEPACO	05CI29033PPL	Rivers/Canals					yes
		Inland			✔	✔	
U.S. Environmental Services	04CI29308PL/SY	Rivers/Canals	✔	✔	✔	✔	yes
		Inland	✔	✔	✔		

FIGURE C-2 (Cont'd)

EXTERNAL RESPONSE RESOURCES

CENTRAL RESPONSE ZONE

USCG Classified Oil Spill Removal Organizations (OSRO)

Mobile Captain of the Port (COTP) Zone

OSRO Name	Contract Number	Environment Type	Facility Classification Level				Shoreline Cleanup
			MM	W1	W2	W3	
Clean Harbors Environmental	06CK29028ST	Rivers/Canals	✔	✔	✔	✔	yes
		Inland	✔		✔	✔	
HEPACO	05CI29033PPL	Rivers/Canals					yes
		Inland	✔		✔	✔	
SWS Environmental	01CI17112KMEP	Rivers/Canals	✔	✔	✔	✔	yes
		Inland	✔	✔	✔	✔	
U.S. Environmental Services	04CI29308PL/SY	Rivers/Canals	✔	✔	✔	✔	yes
		Inland	✔	✔	✔		

Paducah Captain of the Port (COTP) Zone

OSRO Name	Contract Number	Environment Type	Facility Classification Level				Shoreline Cleanup
			MM	W1	W2	W3	
Clean Harbors Environmental	06CK29028ST	Rivers/Canals			✔	✔	yes
		Inland			✔	✔	
HEPACO	05CI29033PPL	Rivers/Canals					yes
		Inland	✔		✔	✔	
SWS Environmental	01CI17112KMEP	Rivers/Canals	✔		✔	✔	yes
		Inland	✔		✔	✔	
U.S. Environmental Services	04CI29308PL/SY	Rivers/Canals		✔	✔	✔	yes
		Inland		✔			

FIGURE C-2 (Cont'd)

EXTERNAL RESPONSE RESOURCES

CENTRAL RESPONSE ZONE

USCG Classified Oil Spill Removal Organizations (OSRO)							
Savannah Captain of the Port (COTP) Zone							
OSRO Name	Contract Number	Environment Type	Facility Classification Level				Shoreline Cleanup
			MM	W1	W2	W3	
Clean Harbors Environmental	06CK29028ST	Rivers/Canals			✔	✔	yes
		Inland			✔	✔	
HEPACO	05CI29033PPL	Rivers/Canals					yes
		Inland	✔		✔	✔	
SWS Environmental	01CI17112KMEP	Rivers/Canals	✔	✔	✔	✔	yes
		Inland	✔	✔	✔	✔	

FIGURE C-1 (Cont'd)

EXTERNAL RESPONSE RESOURCES

EASTERN RESPONSE ZONE

USCG Classified Oil Spill Removal Organizations (OSRO)

Baltimore Captain of the Port (COTP) Zone

OSRO Name	Contract Number	Environment Type	Facility Classification Level				Shoreline Cleanup
			MM	W1	W2	W3	
Clean Harbors Environmental	06CK29028ST	Rivers/Canals	✔	✔	✔	✔	yes
		Inland	✔	✔	✔	✔	
HEPACO	05CI29033PPL	Rivers/Canals	✔				yes
		Inland	✔	✔	✔	✔	

Cape Fear River Captain of the Port (COTP) Zone

OSRO Name	Contract Number	Environment Type	Facility Classification Level				Shoreline Cleanup
			MM	W1	W2	W3	
Clean Harbors Environmental	06CK29028ST	Rivers/Canals			✔	✔	yes
		Inland			✔	✔	
HEPACO	05CI29033PPL	Rivers/Canals	✔				yes
		Inland	✔	✔	✔	✔	

Charleston Captain of the Port (COTP) Zone

OSRO Name	Contract Number	Environment Type	Facility Classification Level				Shoreline Cleanup
			MM	W1	W2	W3	
HEPACO	05CI29033PPL	Rivers/Canals	✔				yes
		Inland	✔	✔	✔	✔	
Clean Harbors Environmental	06CK29028ST	Rivers/Canals	✔		✔	✔	yes
		Inland			✔	✔	

FIGURE C-1 (Cont'd)

EXTERNAL RESPONSE RESOURCES

EASTERN RESPONSE ZONE

USCG Classified Oil Spill Removal Organizations (OSRO)

Hampton Roads Captain of the Port (COTP) Zone

OSRO Name	Contract Number	Environment Type	Facility Classification Level				Shoreline Cleanup
			MM	W1	W2	W3	
Clean Harbors Environmental	06CK29028ST	Rivers/Canals	✔		✔	✔	yes
		Inland	✔		✔	✔	
HEPACO	05CI29033PPL	Rivers/Canals	✔				yes
		Inland	✔	✔	✔	✔	

North Carolina Captain of the Port (COTP) Zone

OSRO Name	Contract Number	Environment Type	Facility Classification Level				Shoreline Cleanup
			MM	W1	W2	W3	
Clean Harbors Environmental	06CK29028ST	Rivers/Canals			✔	✔	yes
		Inland			✔	✔	
HEPACO	05CI29033PPL	Rivers/Canals	✔				yes
		Inland	✔	✔	✔	✔	

KINDER MORGAN
ENERGY PARTNERS, L.P.

September 25, 2009

Agreement No. 22089
Amendment No. 1

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.
Attention: Kenneth Ludwig
42 Longwater Drive
Norwell, MA 02061
Email: ludwig.kenneth@cleanharbors.com

Re: Amendment to Section 3.1

Dear Kenneth Ludwig:

Pursuant to the terms and conditions of Agreement No. **22089** effective **August 1, 2009**, by and between **KINDER MORGAN ENERGY PARTNERS, L.P.** and **CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.**, which Agreement is made a part hereof by reference, the same as if set forth herein in full, you are hereby requested to amend the Agreement to include the following:

Section 3.0 **GENERAL DESCRIPTION OF AGREEMENT AND SERVICES**

DELETE SECTION 3.1 IN ITS ENTIRETY:

3.1 CONTRACTOR shall furnish and pay for everything including all services, items, labor, supervision, tools, technical capability, permits, licenses, transportation, materials and supplies (except those materials and supplies which COMPANY hereinafter expressly agrees to furnish) necessary for CONTRACTOR to perform and accomplish the professional collection, transportation, treatment, disposal and/or storage of Waste as may be set forth and described in any Work Directive, which shall be executed in a form substantially in accordance with Exhibit **A** ("Work Directive"), and in every case, shall also include all services, materials and goods reasonably inferable therefrom (the "Work"). CONTRACTOR shall not provide and shall not be compensated for any services, goods, materials or equipment except pursuant to a properly executed Work Directive. Each Work Directive shall set forth CONTRACTOR's compensation for the Work described therein. The Work shall be performed pursuant to the provisions of the Contract Documents. Termination or suspension of any Work under any Work Directive, in whole or in part, shall not diminish CONTRACTOR's liability or obligation to continue prosecution of Work under any other Work Directive.

AND REPLACE WITH:

3.1 CONTRACTOR shall furnish and pay for everything including all services, items, labor, supervision, tools, technical capability, permits, licenses, transportation, materials and supplies (except those materials and supplies which COMPANY hereinafter expressly agrees to furnish) necessary for CONTRACTOR to perform and accomplish the professional collection, transportation, treatment, disposal and/or storage of Waste, or other services as may be set forth and described in any Work Directive, which shall be executed in a form substantially in accordance with Exhibit **A** ("Work Directive"), and in every case, shall also include all services, materials and goods reasonably inferable therefrom (the "Work"). CONTRACTOR shall not provide and shall not be compensated

for any services, goods, materials or equipment except pursuant to a properly executed Work Directive; provided, however, that for a Work assignment for which CONTRACTOR's compensation as originally ordered is $10,000.00 or less a Work Directive may not necessarily be issued; and provided, further, any Work provided by CONTRACTOR as ordered and accepted by COMPANY with or without a signed Work Directive shall be subject to the terms and conditions of the Contract Documents. Each Work Directive shall set forth CONTRACTOR's compensation for the Work described therein. The Work shall be performed pursuant to the provisions of the Contract Documents. Termination or suspension of any Work under any Work Directive, in whole or in part, shall not diminish CONTRACTOR's liability or obligation to continue prosecution of Work under any other Work Directive.

This amendment now forms an integral part of this Agreement. Confirm your acceptance by signing on the line provided and return to COMPANY's Contract Administrator as listed below:

KINDER MORGAN ENERGY PARTNERS, L.P.
Attention: Angel Goedert
370 Van Gordon Street
Lakewood, CO 80228

All other terms and conditions of Agreement No. **22089,** as amended by prior contract amendments (if any), which are not changed by this amendment will continue in full force and effect.

This Amendment is effective as of September 25, 2009.

COMPANY:

KINDER MORGAN ENERGY PARTNERS, L.P.
By: Kinder Morgan G.P., Inc.
By: Kinder Morgan Management, LLC,
the Delegate of the General Partner

aRGoedert
SIGNATURE

Angel Goedert
NAME (Please Print)

Authorized Signatory
TITLE (Please Print)

September 25, 2009
DATE

CONTRACTOR:

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

SIGNATURE

William F. C'Connor
NAME (Please Print)

Senior Vice President
TITLE (Please Print)

10/14/09
DATE

AGREEMENT FOR PROFESSIONAL EMERGENCY RESPONSE SERVICES

AGREEMENT NUMBER: 25635

COMMENCES: JUNE 10, 2011

TERMINATES: JUNE 10, 2016

BETWEEN

KINDER MORGAN ENERGY PARTNERS, L.P.

"COMPANY"

AND

HEPACO, INC.

"CONTRACTOR"

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AGREEMENT FOR PROFESSIONAL EMERGENCY RESPONSE SERVICES

NUMBER 25635

THIS AGREEMENT FOR PROFESSIONAL EMERGENCY WASTE RESPONSE SERVICES (the "Agreement") is entered as of June 10, 2011 and effective as of June 10, 2011 (the "Effective Date"), by and between **KINDER MORGAN ENERGY PARTNERS, L.P.**, a limited partnership, with its principal place of business in Houston, Texas (the "COMPANY"), acting for itself and on behalf of any of its affiliates and subsidiaries which execute Work Directives hereunder (defined below), and **HEPACO, INC.**, a corporation, with its principal place of business in Norfolk, Virginia (the "CONTRACTOR").

WITNESSETH:

WHEREAS, CONTRACTOR represents that it has the requisite knowledge, familiarity, experience, equipment, tools and fully trained and experienced personnel to perform emergency response services for the containment and cleanup of petroleum products and other hazardous and non-hazardous materials on an on-call, 24 hours 7 days a week basis as further described herein; and

WHEREAS, COMPANY desires CONTRACTOR to perform said work.

NOW, THEREFORE, for and in consideration of the covenants and agreement hereinafter contained, the parties do hereby agree as follows:

1.0 CONTRACT DOCUMENTS AND DEFINITIONS

1.1 The "Contract Documents", in their order from highest precedence to lowest precedence, shall consist of:

1.1.1 This Agreement No. **25635**

1.1.2 Exhibit A Form of Work Directive

1.1.3 Exhibit B Schedule of Values

1.1.4 Exhibit C Drug & Alcohol/Operator Qualification Program Requirements

1.1.5 Exhibit D Form of Certificate of Final Acceptance

1.1.6 Exhibit E Form of Conditional and Unconditional Lien Waiver

1.1.7 Exhibit F Certificate of Insurance

1.2 In the event of a conflict between this Agreement and any Exhibit hereto, this Agreement shall control. In the event of a conflict between or among the Exhibits to this Agreement, the Exhibit with the highest order of precedence shall control (that is, for example, Exhibit **B** is higher in order of precedence than Exhibit **C**). For the avoidance of doubt, the term "Agreement" when used hereinafter in this Agreement shall mean this Agreement along with the Exhibits referenced in Section 1.1 and attached hereto (including any actual Work Directive(s), Certificate(s) of Final Acceptance, Lien Waivers or any other document executed by the parties in connection with this Agreement). As used in this Agreement, the terms "hereunder", "herein", "herewith" and "hereof" are references to this Agreement and the Exhibits, taken as a whole. All references to a given agreement, instrument or other document shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made, and reference to a law, regulation or ordinance includes any amendment

or modification thereof, unless otherwise stated in the context. A reference to a person includes its successors and permitted assigns. The singular shall include the plural and the masculine shall include the feminine, and vice versa.

1.3 Definitions

1.3.1 "**Agreement**" shall have the meaning set forth on the first page of this Agreement and as further described in Section **1.2** of this Agreement.

1.3.2 "**Anniversary Date**" shall have the meaning set forth in Section **2.1** of this Agreement.

1.3.3 "**COMPANY**" shall have the meaning set forth on the first page of this Agreement.

1.3.4 "**COMPANY Indemnitees**" shall have the meaning set forth in Section **7.1** of this Agreement.

1.3.5 "**Confidential Information**" shall have the meaning set forth in Section **14.0** of this Agreement.

1.3.6 "**CONTRACTOR**" shall have the meaning set forth on the first page of this Agreement.

1.3.7 "**CONTRACTOR Indemnitees**" shall have the meaning set forth in Section 7.2 of this Agreement. .

1.3.8 "**Contract Administrator**" shall have the meaning set forth in Section **2.2** of this Agreement.

1.3.9 "**Contract Documents**" shall have the meaning set forth in Section **1.1** of this Agreement.

1.3.10 "**Covered Task(s)**" shall have the meaning set forth in Section **11.6** of this Agreement.

1.3.11 "**Designated Representative**" shall have the meaning set forth in Section **2.2** of this Agreement.

1.3.12 "**Effective Date**" shall have the meaning set forth on the first page of this Agreement.

1.3.13 "**EHS Laws**" shall have the meaning set forth in Section **9.5** of this Agreement.

1.3.14 "**Extra Work**" shall have the meaning set forth in Section **3.4** of this Agreement.

1.3.15 "**Force Majeure**" shall have the meaning set forth in Section **13.1.1** in this Agreement

1.3.16 "**General Partner**" shall have the meaning set forth in Section **19.0** of this Agreement.

1.3.17 "**Hazardous Materials**" and "**Hazardous Substance**" shall have the meaning set forth in Section **9.5** of this Agreement.

1.3.18 "**Losses**" shall have the meaning set forth in Section **7.1** of this Agreement.

1.3.19 "**MSDS**" shall have the meaning set forth in Section **9.8.2** of this Agreement.

1.3.20 "**Non-COMPANY Onsite Situation**" shall have the meaning set forth in Section **10.1.2** of this Agreement.

1.3.21 **"OPA"** shall have the meaning set forth in Section **7.6** of this Agreement.

1.3.21 **"OPA"** shall have the meaning set forth in Section **7.6** of this Agreement.

1.3.22 "**Safety Manual**" shall have the meaning set forth in Section **9.2** of this Agreement.

1.3.23 **"Underground Facilities"** shall have the meaning set forth in Section **3.6** of this Agreement.

1.3.24 "**Waste**" shall mean any form of material or substance identified or determined by COMPANY as having no beneficial value and may include any Hazardous Materials and/or Hazardous Substance.

1.3.25 "**Work**" shall have the meaning set forth in Section **3.1** of this Agreement.

1.3.26 "**Work Directive**" shall have the meaning set forth in Section **3.1** of this Agreement.

2.0 TERM AND NOTICES

2.1 This Agreement becomes effective upon the Effective Date and shall terminate on the earlier of (i) **June 10, 2016** (the "Anniversary Date"), or (ii) cancellation or termination of the Agreement pursuant to Section **12.0** provided, however, that if COMPANY desires CONTRACTOR to complete a Work Directive that is unfinished at the time of termination or expiration, then this Agreement shall continue with respect to that Work Directive until the Work Directive is satisfactorily completed.

2.2 For the term of this Agreement, matters of a technical nature should be directed to the COMPANY'S "Designated Representative" and/or the "Incident Commander" designated in the particular Work Directive, and matters of a commercial nature should be directed to the COMPANY'S "Contract Administrator" identified below.

2.3 All notices to be given with respect to this Agreement, unless provided for to the contrary herein or in a Work Directive, shall be given to COMPANY and to CONTRACTOR respectively at the address herein below shown, and shall be in writing, and sent via nationally recognized courier, facsimile (with the confirmation by the machine), or if mailed, postage prepaid via certified mail return receipt requested. All notices shall be effective upon actual receipt during normal business hours by the party to whom given if receipt occurs outside of normal business hours, then receipt shall be deemed to occurred on the next business day.

COMPANY:	**CONTRACTOR:**
KINDER MORGAN ENERGY PARTNERS, L.P. **1100 Alderman Drive** **Suite 200** **Alpharetta, GA 30005** **CONTRACT ADMINISTRATION** **Attention: Rose Lucret** **Phone: 770-751-4187** **FAX: 303-984-3879** **E-Mail Address:** **rose_lucret@kindermorgan.com**	**HEPACO, INC.** **2711 Burch Drive** **Charlotte, NC 28269** **Attention: Ronald L. Horton, Sr.** **Phone: 704-598-9782** **FAX: 704-598-7823** **E-Mail Address: ronhorton@hepaco.com**

2.4 The individual and/or addresses for notices may be changed upon written notice to the other party which is sent in the manner stated herein. Notices shall be effective upon receipt.

3.1 CONTRACTOR shall furnish and pay for everything including all services, items, labor, supervision, tools, technical capability, permits, licenses, transportation, materials and supplies (except those materials and supplies which COMPANY hereinafter expressly agrees to furnish) necessary for CONTRACTOR to perform and accomplish emergency response services on an on-call, 24 hours 7 days a week basis at the locations or within the geographic area designated by COMPANY on the applicable Work Directive by having a team of professional personnel capable of (a) containment, characterization, handling, transportation, treatment, processing, recovery, repackaging, removal, storage and disposal of Waste and Hazardous Materials; (b) site evaluation, decontamination and restoration; (c) technical services, including sampling, laboratory services, analysis, and other related services; (d) training and mock spill deployments; (e) performing such other activities as further described in any applicable Work Directive; and (f) coordination of all such activities and services with COMPANY'S Designated Representative or his or her designee. For each assignment the Work shall be further described in a Work Directive, which shall be executed in a form substantially in accordance with Exhibit A ("Work Directive"), and in every case, shall also include all services, materials and goods reasonably inferable therefrom. CONTRACTOR shall not provide and shall not be compensated for any services, goods, materials or equipment except pursuant to a properly executed Work Directive. Each Work Directive shall set forth CONTRACTOR'S compensation for the Work described therein. The Work shall be performed pursuant to the provisions of the Contract Documents. Notwithstanding the foregoing, in the case of any emergency COMPANY may require CONTRACTOR to perform the Work prior to the execution of a Work Directive which CONTRACTOR hereby agrees to do pursuant to the terms of this Agreement. As soon as reasonably practicable thereafter the parties will finalize and execute the Work Directive for the performance of Work with respect to such emergency situation. Termination or suspension of any Work under any Work Directive, in whole or in part, shall not diminish CONTRACTOR'S liability or obligation to continue prosecution of Work under any other Work Directive.

3.2 This Agreement does not obligate COMPANY to order materials or services from the CONTRACTOR, nor does it obligate the CONTRACTOR to accept orders for same, but it shall control and govern all Work requested by COMPANY and accepted by CONTRACTOR, and shall define the rights and obligations of the COMPANY and CONTRACTOR during the term hereof, notwithstanding anything to the contrary contained in instructions orally or in writing from the Designated Representative. CONTRACTOR shall not accept any Work from COMPANY other than pursuant to this Agreement.

3.3 All items which CONTRACTOR is required to furnish, prepare or develop in the performance and completion of the Work (whether delivered to COMPANY or not), including, but not limited to, reports, plans, drawings and specifications, calculations, maps, sketches, notes, data and samples, are the sole and exclusive property of COMPANY without limitation (except CONTRACTOR may retain a copy thereof, subject to CONTRACTOR'S right to use the same solely to perform the Work under this Agreement. Such items (including all copies thereof other than the copy that may be retained by CONTRACTOR pursuant to the foregoing sentence) shall, together with any materials furnished by COMPANY hereunder, be delivered to COMPANY upon request and in any event upon completion or termination of this Agreement. All such items shall be considered to be Confidential Information.

3.4 COMPANY may require CONTRACTOR to perform other services or furnish materials or equipment, or the use thereof, in connection with the Work which are not included in a given Work Directive (hereinafter referred to as "Extra Work"). Extra Work may be occasioned by major changes in specifications requiring materials or equipment of a materially different nature, kind and cost from that contemplated at the time of execution of a given Work Directive, or the performance of other or additional services incidental to the completion of the Work, but not in contemplation of the parties at the time of execution of a given Work Directive. CONTRACTOR shall not perform any Extra Work without first having secured written authorization from COMPANY (by Work Directive or written change order) which shall be signed by COMPANY'S Designated Representative. Such authorization shall describe the Extra Work to be done and

specify the price to be paid therefore, or the basis on which such price shall be calculated. Should CONTRACTOR perform any Extra Work without advance written authorization from COMPANY'S Designated Representative such Extra Work shall be at CONTRACTOR'S expense and risk.

3.5 If in the course of performance of Work, there is a change in law applicable to the Work, CONTRACTOR shall bear any increased cost in performing the Work. If there is a change in law applicable to COMPANY'S business operations which directly impacts the Work, any increased costs in performing the Work shall be for COMPANY'S account provided CONTRACTOR requests and clearly documents any such increased costs within thirty (30) days from the date the change in law first impacted the Work.

3.6 To the extent that Work requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the COMPANY'S site, CONTRACTOR shall confer with COMPANY (and others, in CONTRACTOR'S discretion and at its expense) prior to such activity and be responsible for making the appropriate one-call or other required notifications to third parties and for identifying, locating and marking, as necessary, any subterranean archaeological artifacts, structures or utilities ("Underground Facilities"). Thereafter, CONTRACTOR shall take all reasonable precautions to avoid damage or injury to Underground Facilities which were or reasonably should have been discovered by CONTRACTOR in the course of its Work. CONTRACTOR will be liable for all costs and claims resulting from damage to the Underground Facilities arising out of the Work, if they were or reasonably should have been identified by CONTRACTOR.

4.0 INSPECTION

4.1 Inspection

Throughout the performance of the Work, COMPANY shall have the right to designate one or more inspectors or engineers to inspect and test the Waste, Work site and the progress of the Work. CONTRACTOR shall cooperate with such inspectors and engineers in order that the Waste, Work site and Work may be fully inspected and tested and that COMPANY may at all times be fully advised of the progress of the Work and the manner in which it is being performed.

4.2 Inspection or Testing Not Acceptance

CONTRACTOR expressly understands and agrees that any inspection or testing by COMPANY pursuant to this Agreement shall be for COMPANY'S sole benefit and shall not be deemed an acceptance by COMPANY of all or any portion of the Work so inspected or tested. CONTRACTOR further understands and agrees that no inspection or testing by COMPANY pursuant to this Agreement or approval or failure to object to any portion of the Work shall relieve or release CONTRACTOR from any duties, obligations, or liabilities provided in this Agreement.

4.3 Non-Conforming Work

CONTRACTOR shall notify COMPANY in writing when the Work has been completed. If, in the sole good faith discretion of COMPANY, the Work conforms to all of the requirements of the Contract Documents, COMPANY shall accept the Work within ten (10) working days after receipt of such written notice. If, in the sole good faith discretion of COMPANY, the Work or any portion of the Work does not conform to all of the requirements of the Contract Documents, COMPANY shall give CONTRACTOR notice of any non-conforming Work. Within five (5) working days after receiving such notice from COMPANY, CONTRACTOR shall at its expense correct all non-conforming Work or provide a mutually accepted written plan of work for correction of the non-conforming Work. Corrected Work shall be resubmitted for acceptance by COMPANY and the

above approval process will be repeated until the Work is acceptable or otherwise rejected by COMPANY.

5.0 INDEPENDENT CONTRACTOR

5.1 The parties expressly understand and agree that CONTRACTOR is acting as an independent contractor unrelated to COMPANY or any of its subsidiary or affiliated companies, entities and persons.

5.2 COMPANY shall have no direction and control over CONTRACTOR or CONTRACTOR'S employees, agents, subcontractors, volunteers or the manner and method utilized by CONTRACTOR and is interested only in results obtained by CONTRACTOR. CONTRACTOR shall determine and have sole discretion over the manner and methods utilized to achieve the results desired by COMPANY and shall be solely responsible for the direction, control, and supervision of its acts and those of its agents, employees, volunteers, and subcontractors incident to the performance of this Agreement.

5.3 It is understood that the Designated Representative may make suggestions to CONTRACTOR solely for the purpose of obtaining the desired results, but CONTRACTOR shall be free to control the details necessary to accomplish such results.

5.4 CONTRACTOR has sole responsibility to determine those matters governing the employment terms and conditions for its employees working under this Agreement, including but not limited to selection, hiring, discipline, grievance resolution, pay and benefits and supervision and control of its employees. COMPANY has no authority or rights and shall not share or have any responsibility in the determination of such matters for such employees, except that COMPANY may require CONTRACTOR to reassign employees to non-COMPANY projects if COMPANY determines that any such employee is working in an unsafe manner, in violation of any labor laws including equal employment opportunity laws or immigration laws, or is not performing the Work according to the terms of this Agreement. In the event an employee of CONTRACTOR or one of its subcontractors files a claim of employment against COMPANY, CONTRACTOR agrees to indemnify and hold COMPANY Indemnitees harmless for and against liability and expense arising therefrom and further agrees to (a) promptly notify COMPANY of any employment related claim to which COMPANY may be a party and (b) cooperate fully with COMPANY by providing COMPANY with all information, and access to employees and records so that COMPANY can investigate and defend such claim.

5.5 CONTRACTOR shall be solely responsible, at its own expense, and CONTRACTOR represents that it has the necessary accounting resources and an employer identification number, for withholding or paying all applicable state and federal income taxes, making all applicable filings and reports with respect to FICA and FUTA taxes, and making all applicable filings and reports in connection with or relating to the services of CONTRACTOR or any individual employed or provided to work under this Agreement by CONTRACTOR. CONTRACTOR agrees to comply with any applicable laws and regulations governing the retention of employment-related records. CONTRACTOR will indemnify and hold harmless COMPANY Indemnitees for and against liability and expense arising from CONTRACTOR'S failure to make such filings and reports or retain such records.

5.6 CONTRACTOR agrees to observe and comply with all applicable provisions and amendments of federal; state and local laws, rules and regulations, including strict compliance with federal immigration laws, employment verification laws enacted in the state(s) in which the Work will be performed, and the Fair Labor Standards Act of 1938.

6.0 PAYMENT, TAXES, COMPLIANCE WITH LAWS, AND LIENS

6.1 Once each month following commencement of the Work, CONTRACTOR shall prepare an invoice for the amount accrued to CONTRACTOR for Work satisfactorily completed during the period covered by such invoice. All invoices, with supporting data, lien releases and waivers, and sworn statements that all bills and materials have been paid, shall be sent with the invoice. If requested by COMPANY or as otherwise required under any Work Directive, lien waivers will be furnished by CONTRACTOR with each invoice substantially in accordance with the form(s) set forth in Exhibit **E**. Invoices and supporting documents will be sent to the Designated Representative unless otherwise instructed by COMPANY. Upon approval of such invoice, and subject to the further provisions hereof, COMPANY shall pay CONTRACTOR the amount approved, less any amounts for which payment was made in connection with previous invoices within thirty (30) days from COMPANY'S receipt of the invoice and supporting data. COMPANY may, in its sole discretion, withhold ten percent (10%) of the amount of such payments.

6.2 In the event COMPANY disputes the amount or content of any invoice, COMPANY shall not be responsible for payment of such invoice or portion of such invoice that is in dispute, until such time as the dispute is resolved.

6.3 All invoices must show Agreement Number (and Work Directive Number) in order to be paid. Any rate schedule or pricing terms provided by CONTRACTOR and accepted by COMPANY shall remain in effect until new rates or pricing terms are mutually agreed upon by COMPANY and CONTRACTOR and amended into the Agreement. Notwithstanding the foregoing, no rate schedule or pricing terms shall be adjusted prior to the expiration of one (1) year from the Effective Date.

6.4 A copy of any time sheets required under any Work Directive for each classification of work or worker showing actual hours worked, description of work performed, progress, valid receipts for all reimbursable expenses, if any, shall accompany each invoice submitted.

6.5 Final payment to CONTRACTOR shall be made by COMPANY only after CONTRACTOR has fully performed and completed the Work to the reasonable satisfaction of COMPANY and presentation of CONTRACTOR'S final adjusted invoice (initialed and dated by COMPANY'S Representative), accompanied by an executed CONTRACTOR'S Certificate of Final Acceptance, substantially in the form of Exhibit **D**. Acceptance by CONTRACTOR of such final payment shall constitute a waiver by it of all claims against COMPANY related to or arising out of this Agreement. Such final acceptance and payment by either party hereto shall not, however, release CONTRACTOR and its surety from any warranty work or other unperformed obligations hereunder.

6.6 It is understood and the parties agree that the sums to be paid under any Work Directive shall be the entire consideration to be received by CONTRACTOR from COMPANY for the Work and that said sums shall include any and all applicable taxes and contributions as otherwise set forth herein.

6.7 Prior to starting the Work, CONTRACTOR shall obtain the necessary permits and licenses to allow CONTRACTOR to remit sales, use, gross receipts and like taxes to the applicable taxing authority. CONTRACTOR agrees to indemnify COMPANY Indemnitees for all taxes, penalties and interest resulting from CONTRACTOR'S failure to properly remit itemized taxes to the applicable taxing authority.

6.8 Portions of Work Invoiced on a Time Plus Material Basis and/or Variations

Upon written notice to CONTRACTOR, COMPANY may elect to directly remit sales, use, gross receipts or like taxes to the taxing authority to whom such taxes are due and directly payable. If COMPANY exercises such election, COMPANY shall provide CONTRACTOR with written evidence, as required by applicable taxing authority, prior to CONTRACTOR'S procurement or payment of taxable purchases of goods and services. CONTRACTOR agrees that the price to be

paid for Work performed on a time plus materials basis under this Agreement includes any such sales, use, gross receipts or like taxes on materials, supplies, equipment or services furnished by CONTRACTOR and on services performed by CONTRACTOR. CONTRACTOR shall itemize price(s), including associated sales, use, gross receipts or like taxes for each component of Work performed on a time plus material basis for which title and possession will be transferred to COMPANY. If the appropriate taxes are not separately listed, COMPANY shall have the right to calculate such tax based upon the charges, and withhold the calculated amount from its payment.

6.9 Portions of Work Invoiced on a Lump Sum or Unit Price Basis

CONTRACTOR agrees that the price to be paid for Work performed on a lump sum basis, or unit price basis (such as a price per truckload), under this Agreement includes any such sales, use, gross receipts or like taxes on materials, supplies, equipment or services furnished by CONTRACTOR and on services performed by CONTRACTOR. CONTRACTOR shall separately list all sales, use, gross receipts or like taxes included in the lump sum or unit prices and provide such written verification reasonably acceptable to COMPANY that such taxes have been paid. If the appropriate taxes are not separately listed, COMPANY shall have the right to calculate such tax based upon the charges, and withhold the calculated amount from its payment.

6.10 Other Taxes

CONTRACTOR assumes full responsibility for and agrees to pay for, and agrees that the price to be paid by COMPANY as set herein shall be fully inclusive of, all labor, including overtime as legally required, all overhead, and all contributions and taxes payable under federal and state social security acts, old age pension, worker's compensation laws, unemployment compensation laws and income tax laws and any other applicable laws as to all of its employees and agents engaged in the performance of the Work hereunder; and CONTRACTOR hereby agrees to indemnify and save COMPANY Indemnitees harmless against the consequences of any failure by CONTRACTOR or any of its subcontractors to pay or withhold taxes, charges or compensation due on behalf of its employees or agents involved in the Work.

6.11 To the fullest extent permitted by applicable law, CONTRACTOR covenants and agrees to protect and keep the Work or any site where the Work is performed, any and all interests and estates therein, and all improvements or materials now or hereafter placed thereon pursuant to this Agreement, free from any and all claims, liens, charges or encumbrances in the nature of mechanics, labor, or material liens or otherwise, arising out of or in connection with performance of the Work by CONTRACTOR or any of its subtier contractors (including the furnishing of any materials hereunder), and to promptly have any such lien released by bond or otherwise. If CONTRACTOR disputes in good faith any lien or claim or encumbrance of any laborer, materialman or subcontractor, in lieu of the immediate payment thereof, CONTRACTOR shall post security to protect COMPANY from liability for the payment thereof on terms acceptable to COMPANY and from any expense of defending against that liability, until the dispute is finally resolved. COMPANY may, at its sole discretion, post or place upon the site where any Work is being performed notices of non-responsibility or do any other act permitted by law to exempt COMPANY, the site, any and all interests and estates therein, and any improvements or materials thereon from any liability to third parties for the performance of the Work. The failure of COMPANY to perform any of the actions described in the previous sentence shall not release or discharge CONTRACTOR of any of its obligations hereunder.

6.12 To the fullest extent permitted by applicable law, (a) CONTRACTOR hereby covenants and agrees to waive and does hereby waive any rights to liens to which CONTRACTOR might be entitled for Work performed under this Agreement and (b) CONTRACTOR additionally covenants and agrees to require or cause all of its subcontractors and vendors performing or furnishing any portion of the Work to consent, prior to the performance thereof, to the waiver of any such rights to liens which might accrue to such subcontractor or vendor.

6.13 CONTRACTOR shall comply with all applicable U.S. federal, state, local laws, ordinances, codes, local and national standards and regulations, including the EHS Laws, all as the same may be amended from time to time. CONTRACTOR certifies that unless specifically exempted, all Work furnished under this Agreement has been furnished in compliance with the following laws, regulations and orders, as amended, Title VI and Title VII of the Civil Rights Act of 1967, the Equal Pay Act of 1963, and Rehabilitation Act of 1974, the Immigration Reform Control Act of 1986, the Americans With Disabilities Act of 1990, Executive Orders of the President of the United States, the Office of Federal Contract Compliance Programs and Executive Orders 11246 and 11758, the Equal Opportunity Regulations at 41 CFR Subsection 60-1.4, Age Discrimination in Employment Act of 1967 (including the Older Workers Benefit Protection Act of 1990), Vietnam Era Veterans Readjustment Assistance Act, the Civil Rights Act of 1871 and 1991, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Affirmative Action Regulations at 41 CFR Subsections 250.5 and 741.5, and any other applicable anti-discrimination laws or other applicable laws pertaining to an employment relationship. CONTRACTOR shall assure that each of its permitted subcontractors complies with said requirements as well. CONTRACTOR agrees to protect, indemnify and save harmless COMPANY Indemnitees from all claims, suits, liabilities and costs, including attorney's fees and costs of court, arising out of CONTRACTOR'S or its permitted subcontractors' violation of or non-compliance with such laws, regulations, orders and guidelines. Any breach in any material respect by CONTRACTOR of any provisions contained in this paragraph (including, without limitation, any citation of CONTRACTOR for failure to comply with any valid law, ordinance, regulation or rule) which adversely affects the proper and timely completion or the performance of the Work by CONTRACTOR or affects COMPANY'S operations, shall afford COMPANY the right, in addition to all other remedies, to invoke the termination provisions hereof.

6.14 For any Work performed or furnished in Louisiana, in all cases where CONTRACTOR'S employees (including CONTRACTOR'S direct, borrowed, special or statutory employees) are covered by the Louisiana Worker's Compensation act, La., R.S. 23:1021 et seq., COMPANY and CONTRACTOR agree that all Work and operations performed by CONTRACTOR and its employees pursuant to this Agreement are an integral part of and are essential to the ability of COMPANY to generate COMPANY'S goods, products and services. Furthermore, COMPANY and CONTRACTOR agree that COMPANY is a statutory employer of CONTRACTOR'S employees for purposes of La. R.S. 23:1061(A)(3). Notwithstanding COMPANY'S status as a statutory employer or special employer (as defined in La. R.S. 23:1031 (C) of CONTRACTOR'S employees, CONTRACTOR shall remain primarily responsible for the payment of Louisiana Worker's Compensation benefits to its employees, and shall not be entitled to seek contribution from COMPANY for any such payments.

7.0 INDEMNIFICATION

7.1 CONTRACTOR agrees to release, protect, indemnify and hold harmless COMPANY, its parent, subsidiaries, and affiliates, and its and their respective directors, officers, agents and employees (collectively, "COMPANY Indemnitees"), from all damages (including punitive damages), losses, costs, liabilities, penalties, expenses, demands or claims, including but not limited to those arising from personal injury, violation of any laws including EHS Laws, release of any Waste or Hazardous Materials or any other type of claim (whether arising in tort, contract, or otherwise), and including any and all costs and fees (including attorney's and experts' fees, and discovery costs) arising out of litigation or settlement, (collectively, "Losses"), including Losses described in the remainder of this Section **7.0**, to the extent the Losses are caused by, arise from or relate to, directly or indirectly, (a) breach of this Agreements, or (b) the acts or omissions of CONTRACTOR and/or its affiliates, or each of their respective agents, employees (including leased employees) or subcontractors. If such Losses were caused in part by the acts or omissions of any COMPANY Indemnitee or any third party (that is not one of the CONTRACTOR Indemnitees), then CONTRACTOR shall only be liable to the extent and for such portion that such Losses were caused by, arise from or relate to, directly or indirectly, the acts or omissions of CONTRACTOR and/or its affiliates or each of their respective agents, employees or subcontractors.

CONTRACTOR further agrees that it shall pay any and all costs and expenses (including attorney's fees) incurred by COMPANY in recovering the amount of agreed settlement and/or rendered judgment due to COMPANY from CONTRACTOR'S insurer.

7.2 COMPANY agrees to release, protect, indemnify and hold harmless CONTRACTOR, its affiliates, and its and their respective directors, officers, agents and employees (collectively, "CONTRACTOR Indemnitees"), from every kind or character of Losses, to the extent the Losses are caused by, arise from or relate to, directly or indirectly, a) breach of this Agreements, or (b) the negligent acts or omissions of COMPANY, its agents or employees. If such Losses were caused in part by the acts or omissions of a CONTRACTOR Indemnitee or any third party (that is not one of the COMPANY Indemnitees), then COMPANY shall only be liable to the extent and for such portion that such Losses were caused by, arise from or relate to, directly or indirectly, the negligent acts or omissions of COMPANY, its agents or employees.

7.3 CONTRACTOR shall require each of its subcontractors engaged for performance of the Work to provide express indemnities, enforceable by and for the benefit of the COMPANY Indemnitees, to the same extent required of CONTRACTOR under Section **7.1** above.

7.4 The Parties agree that, to the extent permitted by applicable law, this Section **7.0** shall constitute an effective waiver of any cap(s) established by statute or case law which may limit the indemnified party's recovery, but for this Agreement; provided, however, such a waiver is not intended to benefit any third parties and is not a waiver of any rights or defenses either party hereto may have against a third party, provided however, such a waiver is not intended to benefit any third parties and is not a waiver of any rights or defenses either party hereto may have against a third party.

7.5 CONTRACTOR shall release, protect, indemnify and hold harmless the COMPANY Indemnitees from and against any claim, damage, liability, loss or expense (including costs for defense, settlement, conciliation, and attorney's fees) for which COMPANY may become responsible or pay out, to the extent resulting from any act or omission by CONTRACTOR or any of its subcontractors in the performance of the Work, under the Resource Conservation and Recovery Act (RCRA) and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as the same may be amended from time to time, or any similar state statutes, regulations or requirements related to the collection, transportation, treatment, storage or disposal of the Waste covered under this Agreement or out of CONTRACTOR'S failure to comply with any warranty contained in this Agreement.

7.6 Notwithstanding any provision of this Section **7.0**, COMPANY shall indemnify and hold harmless the CONTRACTOR, its affiliates, directors, officer, employees, agents and subcontractors from and against any and all costs, liabilities, claims, demands and causes of action under the Oil Pollution Act of 1990, 33 U.S.C. 2701-2761, as the same may be amended from time to time ("OPA") or corresponding applicable state law for Removal Costs (as defined in OPA) and damages which result from actions taken or omitted to be taken in the course of rendering care, assistance or advice in connection with a Discharge (as defined in OPA) or threatened Discharge from a Vessel (as defined in OPA) consistent with the National Contingency Plan or as otherwise directed by the COMPANY, the U.S. Coast Guard or other governmental authorities, which the CONTRACTOR, its affiliates, directors, officers, employees, agents and subcontractors, individually or collectively, may suffer, incur, or pay out, EXCEPT TO THE EXTENT THAT:

7.6.1 CONTRACTOR, and any of its affiliates, officers, directors, employees or subcontractors is entitled to immunity from liability under laws granting responders immunity;

7.6.2 such liabilities, claims, demands and causes of action arise out of the gross negligence or willful misconduct of CONTRACTOR or any of its affiliates, officers, directors, employees or subcontractors;

7.6.3 COMPANY would have been entitled to a complete defense to liability under federal law and any relevant state law had such claim, demand or cause of action been made against COMPANY or the Vessel (as defined in OPA) directly;

7.6.4 such payment or indemnification would result in a payment and/or liability of COMPANY in excess of that to which COMPANY would have been entitled to limit its liability under federal law and any relevant state law had such claim, demand or cause of action been made against COMPANY or the Vessel (as defined in OPA) directly; or

7.6.5 such liabilities, claims, demands and causes of action arise in respect of death or personal injury.

8.0 INSURANCE

8.1 CONTRACTOR agrees to carry and maintain the following insurance, from carriers with an A.M. Best rating of at least A-/VIII:

8.1.1 Statutory Coverage Workers' Compensation Insurance (including Occupational Disease Coverage) in accordance with the laws of the states where the Work is to be performed and if CONTRACTOR performs Work on or adjacent to navigable waterways CONTRACTOR shall furnish a certificate of insurance showing compliance with the provisions of the Federal Longshoremen's and Harbor Workers' Compensation Law and the Jones Act.

8.1.2 Employer's Liability Insurance with limits of not less than **$1,000,000** per occurrence and **$1,000,000** per disease/each employee. In the event Work is being performed more than three miles offshore, Maritime Employer's Liability (or Bumbershoot off Vessel P&I policy) coverage of not less than **$1,000,000** per occurrence.

8.1.3 Commercial General Liability Insurance insuring the indemnity agreements set forth in this Agreement with a combined single limit of not less than **$1,000,000** per occurrence and **$2,000,000** in the aggregate. All policies shall remove any exclusion for explosion, collapse and underground operations (XCU) and include coverage for blanket contractual liability assumed hereunder.

8.1.4 Comprehensive Automobile Liability Insurance covering liability arising out of any auto (owned, hired and non-owned); with a combined single limit of not less than **$1,000,000**. If necessary, the policy shall be endorsed to provide contractual liability coverage and, where applicable, pollution. In the event the Work includes transporting Hazardous Waste, with limits of not less than **$1,000,000** and which will include an endorsement to auto liability insurance for upsets or overturns (MCS-90 endorsement).

8.1.5 Professional Liability (Engineer's Errors and Omissions) Insurance, in the event CONTRACTOR is performing design, engineering or other professional services, with limits of at least **$1,000,000** per occurrence and **$2,000,000** in the aggregate.

8.1.6 Builder's "All Risk" Insurance, in the event CONTRACTOR is performing construction services at the COMPANY'S project site, written on a commercially recognized policy form, providing coverage for the equipment furnished and the project in a minimum amount equal to the "full insurable value" of such equipment and the project, including any additional costs which are normally insured under such policy. The insurance coverage shall include boiler and machinery insurance on a comprehensive basis including coverage against damage or loss caused by earth movement (including but not limited to earthquake, landslide, subsidence and volcanic eruption), flood and hurricanes, and coverage against damage or loss caused by machinery accidents and operational

and performance testing, commissioning and start-up, with extended coverage, and providing coverage for transit, with sublimits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site. At COMPANY'S election, and in lieu of CONTRACTOR providing Builder's "All Risk" Insurance, COMPANY may provide such coverage in which case CONTRACTOR will be named as an additional insured on such policy, as its interests may appear, and be granted a waiver of subrogation under such policy.

8.1.7 Umbrella Insurance with a minimum limit of not less than **$1,000,000** per occurrence. Such umbrella policy shall follow the form of the Employer's Liability Insurance, Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance set out above, be in excess of those underlying policies without gaps in limits and provide coverage and provide coverage as broad as those underlying policies.

8.1.8 Comprehensive Aircraft Liability Insurance with combined bodily injury, including passengers, and property damage liability single limits of not less than **$5,000,000** each occurrence. This coverage is necessary only when CONTRACTOR uses owned or non-owned aircraft in connection with Work performed under this Agreement.

8.1.9 Hull and Machinery Insurance if the Work includes the use of a marine vessel, with full market replacement value of the vessel and including coverage for the removal of the wreck; Protection and Indemnity Insurance including marine pollution coverage with a minimum limit of **$5,000,000** per occurrence; Marine Towers Liability Insurance if the Work includes towing of any vessel; Marine Cargo Insurance if the Work includes transporting goods or materials on waterways, with limits sufficient to cover the replacement cost thereof (including the cost of insurance and freight).

8.1.10 Pollution Liability Insurance, in the event the Work includes excavation where there is a known potential for release of Hazardous Materials and/ or treatment or remediation of Hazardous Material(s), coverage of not less than **$5,000,000** per occurrence and in the aggregate.

8.2 As additional security for COMPANY and the separate obligation of CONTRACTOR, whether or not required by the other provisions of this Agreement, all insurance policies carried by CONTRACTOR hereunder (except Worker's Compensation and Professional Liability) shall name Kinder Morgan Energy Partners, L.P. and each of its respective subsidiary or affiliated companies and entities, their respective successors and assigns, and all of their respective directors, officers, agents and employees, and the respective owners of affiliated entities (for their vicarious liability) (all of the foregoing persons and entities, for the purposes of Section **8.3** and **8.4** below only, being identified as "Kinder Morgan") and COMPANY's indemnifying contractors as additional insureds with respect to liability arising out of the Work performed by CONTRACTOR or subcontractor, as applicable.

8.3 Also, as additional security for COMPANY and the separate obligation of CONTRACTOR, whether or not required by other provisions of this Agreement, all insurance policies of CONTRACTOR (except Professional Liability) shall include a waiver of subrogation in favor of Kinder Morgan (unless prohibited by law).

8.4 Before commencing any performance under this Agreement, CONTRACTOR shall furnish COMPANY with certificate(s) of insurance and copies of such endorsements to evidence insurance coverage as required by the provisions of this Agreement. Failure of CONTRACTOR to furnish such evidence of insurance coverage shall not be considered a waiver by COMPANY of such coverage. All insurance certificates which are submitted shall include the following statement:

"As required by written contract: (a) Kinder Morgan and its indemnifying contractors are named as additional insured on all above policies (except Worker's Compensation and Professional Liability) and (b) waiver of subrogation in favor of Kinder Morgan applies on all policies (except Professional Liability)."

8.5 The insurance coverages required of CONTRACTOR shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to or maintained by or for the benefit of COMPANY, and shall not require the exhaustion of any other coverage.

8.6 Should any of the above described CONTRACTOR policies be cancelled before the expiration date thereof, CONTRACTOR shall cause its carrier to deliver notice to COMPANY within the timeframe provided by the policy for notice of cancellation to be provided to the insured. CONTRACTOR shall notify COMPANY immediately if the carrier declines or fails to so notify COMPANY and shall also notify COMPANY of any such cancellation.

8.7 CONTRACTOR shall promptly notify COMPANY when any insurance policy required above is not reasonably available and shall state the reasons therefore.

8.8 All deductibles, self insured retentions and self insurance carried by the CONTRACTOR under its insurance program are the sole responsibility of the CONTRACTOR and will not be borne in any way by the COMPANY. The CONTRACTOR will indemnify the COMPANY Indemnitees in full for any amounts related to such deductibles, retentions and self insurance.

8.9 In the event of the CONTRACTOR'S failure to carry out any of the provisions of this Section **8.0**, the COMPANY shall, in addition to any right to recover damages or to obtain other relief, have the right to terminate this Agreement or any Work Directive issued pursuant hereto.

8.10 All subcontractor policies shall be endorsed with the waiver of subrogation and additional insured wording set forth in Section 8.4 above. Any deficiency in the coverage, policy limits, or endorsements of said subcontractors will be the sole responsibility of CONTRACTOR.

9.0 SAFETY AND ENVIRONMENTAL REQUIREMENTS

9.1 CONTRACTOR shall comply with all applicable federal, state and local laws, ordinances, codes, local and national standards and regulations, including the EHS Laws. CONTRACTOR agrees to provide all necessary training, safety equipment and safety instruction, including a written safety plan, necessary for the safety of its employees, the COMPANY'S invitees, employees, representatives and subcontractors, if any, and all other individuals who may be at the Work location pursuant to the requirements, invitation or permission of CONTRACTOR or COMPANY.

9.2 CONTRACTOR shall be proactive, prudent and take all necessary precautions toward all safety issues and shall actively promote working conditions and Work practices which will ensure all workers a safe and healthful work environment. This Agreement shall be governed by the provisions, as the same may be amended from time to time, of the U.S. Occupational Health and Safety Act (OSHA) of 1970 and other EHS Laws, and by regulations imposed by any federal, state or local authority having jurisdiction therefore. CONTRACTOR shall access COMPANY'S Contractor Safety Manual and supplemental forms at: http://www.kindermorgan.com/work/contractor_co/safety_req.cfm prior to execution of any Work Directive and the commencement of any Work. If CONTRACTOR cannot access the Safety Manual, CONTRACTOR shall contact the Designated Representative prior to execution of any Work Directive and the commencement of any Work. CONTRACTOR further agrees to access the Safety Manual no less frequently than every six (6) months during the term of this Agreement to check for updates to the Manual throughout the term hereof. CONTRACTOR shall cause copies of the Safety Manual to be available for its employees and subcontractors on the Job Site throughout the course of any Work being performed, and require said employees and

subcontractors to comply with said Safety Manual at all times when they are performing work on COMPANY premises. CONTRACTOR can request copies of the Kinder Morgan Contractor Safety Pre-Job Orientation Program materials by emailing the KM Contractor Safety Group at: contractor_safety@kindermorgan.com

9.3 CONTRACTOR will take all necessary precautions to protect personnel and property from injuries or damage due to falls, fumes, fire, explosion or other hazards presented by the Work. It shall be CONTRACTOR'S responsibility to contact, and instruct its employees, subcontractors and agents to contact, COMPANY'S Designated Representative, prior to commencing any Work, regarding safety policies and procedures and potential hazards or Hazardous Materials in the Work areas, whether or not such hazards are addressed by federal, state or local law or regulations.

9.4 COMPANY may, at its option, suspend the Work for a full safety inspection and correction at any time if the Designated Representative (1) discovers a safety violation, (2) sees the possibility of a dangerous condition in any Work area, or (3) notices a pattern by CONTRACTOR or any subcontractor of disregard for maintaining a safe jobsite. If CONTRACTOR has one major or two or more minor safety violations, then such violations shall be grounds for immediate termination of this Agreement and/or Work Directive and/or COMPANY may eject CONTRACTOR'S personnel and CONTRACTOR'S subcontractor(s) and their personnel from COMPANY'S premises or jobsite.

9.5 COMPANY will make available to CONTRACTOR all information in its possession regarding the Waste, including its chemical analysis, known surface conditions, topographical surveys or other relevant information, that would assist CONTRACTOR in properly evaluating the nature and character of the Waste and the Work to be performed; provided, however, that COMPANY does not warrant the accuracy or completeness of the information provided. COMPANY shall be responsible for any environmental condition existing at the Work site prior to the time CONTRACTOR commences performance under this Agreement. However, CONTRACTOR shall remedy at its sole expense any creation or release of Waste or a Hazardous Material at or from the Work site to the extent that such creation or release is the result of CONTRACTOR'S performance of Work, whether such Waste or Hazardous Material existed on the site prior to the performance of the Work. CONTRACTOR shall indemnify and hold COMPANY Indemnitees harmless from and against all liability, loss, cost, damage and expense (including attorney's fees) arising from or in connection with (a) such release or creation of Waste or Hazardous Materials, or (b) CONTRACTOR'S violation of EHS Laws or any applicable permit, in the course of CONTRACTOR'S performance of the Work. "Hazardous Material(s)" means and includes: (i) all elements or compounds that are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency or under any EHS Laws, and (ii) any "hazardous waste," "hazardous substance", "toxic substance," "regulated substance," "pollutant" "contaminant", "oil" or "petroleum", each as defined under any EHS Laws. "EHS Laws" means any and all U.S. federal, state, and local laws, regulations, permits, approvals and requirements pertaining to health, safety, or the environment.

9.6 In performing the Work CONTRACTOR agrees to maintain all COMPANY premises in a clean, safe condition in compliance with applicable regulations and to COMPANY'S reasonable satisfaction. If CONTRACTOR fails to so maintain any COMPANY premises, COMPANY may secure such maintenance from another source at CONTRACTOR'S expense without affecting CONTRACTOR'S obligations or responsibility to perform hereunder.

9.7 CONTRACTOR shall remove all Hazardous Materials, Waste, unused material belonging to CONTRACTOR, rubbish, releases, spills, oil sludge, trash, debris or excavations and structures (not necessary to be left as part of the completed Work) from COMPANY premises or other areas where work has been performed, or where such material has accumulated, unless COMPANY elects to retain such matter. CONTRACTOR warrants and guarantees that the sludge, spills,

releases, trash, debris or other Waste will be disposed of in accordance with all federal, state and other governmental laws, rules and regulations, environmental or otherwise.

9.8 CONTRACTOR warrants that:

9.8.1 It shall report usage of all toxic chemicals in the performance of the Work.

9.8.2 It will obtain Material Safety Data Sheets ("MSDS") for all Hazardous Materials or substances utilized hereunder and will make same available at all times to COMPANY, CONTRACTOR and subcontractor employees at any Work location hereunder. At COMPANY'S request, CONTRACTOR shall be responsible for and deliver to COMPANY shipping papers, manifests and labels with each shipment of Waste in accordance with all applicable requirements of the United States Department of Transportation, (DOT) and the United States Environmental Protection Agency (EPA) under the Toxic Substances Control Act (TSCA), the Resource Conservation and Recovery Act (RCRA), or any replacement or successor agency thereto, and all other federal, state and local statutes, regulations and ordinances.

9.8.3 It is knowledgeable about current, existing, known Hazardous Materials, Waste, or substances at any jobsite where the Work is performed and shall be solely responsible to solidify, remove, remediate, encapsulate, treat, neutralize, transport and complete the required record keeping or documentation to take these same Hazardous Materials, wastes or substances away from those jobsites, to treatment and disposal sites approved by COMPANY and approved by the federal, state or local authorities having jurisdiction over the treatment, disposition and control of these products and to the complete satisfaction of these authorities.

9.8.4 It has the knowledge, trained personnel, skills, equipment, experience and any other qualification needed to comply fully with this Section **9.0** as defined by the authorities having jurisdiction therefore, or will hire individual(s) or subcontractors which have same, at no additional cost to COMPANY. CONTRACTOR further represents to COMPANY that it has the skill and professional competence, expertise, experience with United States Coast Guard classification and all other necessary training, certification, licenses and approvals to undertake the obligations imposed by this Agreement.

9.8.5 It will immediately notify COMPANY in the event that it encounters Hazardous Material(s) during the course of its Work which were not known or disclosed at the time of commencement of this Agreement.

9.8.6 It understands the known hazards and risks to human beings, property, and the environment associated with the handling, transporting, treating, processing, storing and disposing of Waste.

9.8.7 It is engaged in the business of transporting and disposing of Waste, has the highest level of professional skill, competence and expertise in these areas, and shall perform the Work in compliance with all EHS Laws using its best professional judgment and in a manner consistent with the level of care and skill ordinarily exercised by comparable members of the profession currently practicing under similar conditions in the community.

9.8.8 It shall have all permits, licenses, certificates and any other necessary approvals for performing the Work as required by applicable laws, statutes, ordinances, orders, rules, regulations and guidance of the federal, state and local governments having jurisdiction over the Work and such equipment and facilities used for the transporting, treatment and disposal of the Waste. CONTRACTOR shall provide COMPANY with reasonable advance written notice if any license, permit, certificate or any other approval is necessary to

perform the Work hereunder, or if any license, permit, certificate, or any other approval necessary to perform the Work is to expire and cannot be renewed during the term of the corresponding Work Directive or is the subject of any judicial or administrative action seeking to impose a penalty or fine or to revoke or suspend such license, permit, certificate or approval. Such notice shall also be provided if CONTRACTOR decides not to obtain any necessary license, permit, certificate or approval which becomes required after execution of the corresponding Work Directive. Upon COMPANY'S receipt of such notice or upon COMPANY'S learning that CONTRACTOR is performing the Work without a required license, permit, certificate or any other necessary approval, COMPANY shall be entitled to terminate the Work Directive upon written notice thereof to CONTRACTOR as set forth in Section **12.3.2**.

9.8.9 It shall be responsible for and shall deliver to COMPANY all shipping papers, manifests and labels with each shipment of Waste in accordance with all applicable requirements of the United States Department of Transportation (DOT) and the United States Environmental Protection Agency (EPA) under the Toxic Substances Control Act (TSCA), the Resources Conversation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, and all other EHS Laws.

9.8.10 The Work shall be free from defects in workmanship and shall conform in all aspects to the terms of the Contract Documents, applicable laws, and the approved practices and standards of the industry.

9.8.11 CONTRACTOR shall provide each person whom CONTRACTOR should reasonably foresee being exposed to Waste and Hazardous Materials (including, but not limited to, CONTRACTOR'S employees and subcontractors) with clear and reasonable warning of the hazards associated therewith, and shall take all actions necessary to protect such persons, property and the environment from such hazards.

9.8.12 CONTRACTOR shall immediately notify COMPANY of all directions CONTRACTOR receives from and all communication with any governmental body or agency with regard to the Work. CONTRACTOR shall, to the extent practicable, under the circumstances, coordinate any response to a governmental body or agency's direction, request or other communication with COMPANY'S Designated Representative or his or her designee.

9.9 If CONTRACTOR'S Work includes activity for which a one-call telephone call must be made prior to commencement of such activity and CONTRACTOR fails to make the required call(s), which failure becomes known to COMPANY prior to payment of CONTRACTOR'S final invoice, then COMPANY may take a credit against such final invoice according to the following schedule: one (1) failure to call equals five hundred dollars ($500); two (2) failures to call equals one thousand dollars ($1,000); three failures to call equals ($5,000); more than three failures to call equals ten thousand dollars ($10,000).

9.10 CONTRACTOR shall be liable to COMPANY without limitation for any and all costs and/or damages arising out of any breach by CONTRACTOR of Department of Homeland Security ("DHS") Chemical Facility Anti-Terrorism Standards ("CFATS") requirements, codified at 6 C.F.R. Part 27, as the same apply to the Premises. By way of example, these costs and/or damages may result from the possession, use, storage, handling and/or management by CONTRACTOR of a chemical of interest ("COI") identified in Appendix A to CFATS, 6 C.F.R. Part 27, Appendix A, on COMPANY Premises and/or from the failure by CONTRACTOR to comply with reporting, record-keeping, or any other requirements contained in CFATS, including but not limited to the submission of a CFATS Top-Screen.

9.11 CONTRACTOR must notify COMPANY thirty (30) days in advance of any plans by CONTRACTOR to bring any COI onto the Premises, and must obtain the written approval of COMPANY's Director - Security or COMPANY representative designated by the COMPANY's

Director - Security or COMPANY Officer for the Premises prior to bringing any COI onto the Premises. If providing such notice and obtaining such approval is not possible within this time frame due to an emergency situation, CONTRACTOR shall notify COMPANY and gain approval from the COMPANY Director - Security or designated COMPANY representative as soon as reasonably possible.

10.0 CALIFORNIA RELEASE NOTIFICATION REQUIREMENTS

In the event any of the Work is to be performed by CONTRACTOR or its permitted subcontractors in the State of California then the following provisions in this Section **10.0** shall apply with respect to such Work:

10.1 CONTRACTOR shall ensure that its employees, agents, and subcontractors' employees engaged in CONTRACTOR'S activities in the performance of the Work:

10.1.1 Are notified, and when required, as determined by COMPANY, trained and instructed by COMPANY, either directly or through a train-the-trainer program instituted by COMPANY, concerning the order of actions to be taken upon discovery of a release or threatened release condition of a Hazardous Material or pollutant substance; and

10.1.2 Understand that no Work or visit shall be undertaken to any COMPANY right-of-way or facility where there is no COMPANY representative onsite and readily accessible (a "Non-COMPANY Onsite Situation"), unless the training referred to in subsection **10.1.1** above has occurred for CONTRACTOR'S employees, agents and subcontractors' employees who will be performing at such a site.

10.2 COMPANY has determined that CONTRACTOR:

☐ Will be working in a Non-COMPANY Onsite Situation and MUST complete the training.

☒ Will be working in a COMPANY Onsite Situation and MUST ensure that its employees, agents and subcontractors' employees have been notified accordingly, and if deemed necessary by COMPANY, CONTRACTOR will assure that prior to performing any Work CONTRACTOR'S employees, agents and subcontractors' employees will be trained relative to COMPANY'S revised release reporting criteria.

11.0 DRUG AND ALCOHOL POLICY AND TESTING REQUIREMENTS; FIREARMS POLICY; OPERATOR QUALIFICATION REQUIREMENTS FOR COVERED TASKS

Per COMPANY'S determination, the Work includes DOT Jurisdictional Work as follows:

☐ YES ☐ NO If YES Section **11.1** and Section **11.5** apply.

If NO above Section 11.2 or Section 11.5 below applies, as determined by COMPANY and checked below.

☐ Section **11.2** Drugs/Alcohol/Weapons Policy in Non-DOT situations. (For example office type work)

☐ Section **11.5** Non DOT Drugs/Alcohol/Weapons Policy in Non-DOT situations requiring Pre-Employment, Accident and Random Testing. (For example field type work)

In the event neither the "yes" or "no" box is checked, then Sections 11.2 and 11.5 shall be deemed to apply, and CONTRACTOR shall not undertake any DOT jurisdictional work unless and until CONTRACTOR satisfies Section 11.1.

11.1 Drug/Alcohol/Operator Qualification Program and Testing – DOT Situations:

CONTRACTOR represents and warrants that it has established, maintains, and enforces both a Drug and Alcohol Program and an Operator Qualification Program per requirements as outlined in Exhibit **C**.

11.2 COMPANY Policy Regarding Drugs/Alcohol/Weapons in Non-DOT Situations:

CONTRACTOR agrees to advise its employees/provided personnel and the employees/provided personnel of its subcontractors and agents that it is the policy of COMPANY that:

11.2.1 The use, possession, manufacture, and/or distribution of illegal drugs or controlled substances, unauthorized drugs, drug-related paraphernalia or weapons is strictly prohibited on property owned, operated or leased by COMPANY (including right-of-way) and on any Job Site. The use or possession of alcoholic beverages, except where authorized by COMPANY'S management, is also prohibited;

11.2.2 Entry onto or presence on COMPANY'S premises by any person, including CONTRACTOR, CONTRACTOR'S employees, subcontractors, subcontractors' employees, contract personnel, temporary employees and visitors, constitutes consent to COMPANY to conduct searches, whether announced or unannounced, on COMPANY'S premises of the person and his or her personal effects for such prohibited items, and consent to drug testing at any time while on COMPANY'S premises;

11.2.3 Any person suspected or found in violation of the policy, abusing prescription or over-the-counter medications, or who refuses to permit a search or drug or alcohol test may be removed and barred from COMPANY'S premises, at the sole discretion of COMPANY; and

11.2.4 CONTRACTOR personnel, who test positive for illegal drugs or unauthorized alcohol as a result of a test conducted on COMPANY premises, or upon request of COMPANY, will be removed from any further performance or services under this Agreement.

11.3 CONTRACTOR is now and at all times during performance of this Agreement shall continue to be a member of ISNetworld or any similar organization which is successor thereto for COMPANY'S purposes, as notified by COMPANY to CONTRACTOR;

11.4 CONTRACTOR has and during the performance of this Agreement shall continue to report full, complete and accurate information to ISNetworld concerning CONTRACTOR'S employees;

11.5 COMPANY Policy Regarding Drugs/Alcohol/Weapons in **Non-DOT jurisdiction** situations requiring Pre-Employment, Accident and Random Testing.

In addition to the notification and other requirements contained in Section **11.2** above, CONTRACTOR shall:

11.5.1 At CONTRACTOR'S cost, test his employees/provided personnel utilized in performance of the Work for drug and alcohol (D/A) impairment under the following conditions:

(i) Pre-Employment Testing:

CONTRACTOR shall conduct pre-employment D/A testing of all employees/provided personnel who will be required to work on property owned, operated or leased by COMPANY or any Jobsite. A negative test result is

required for each of CONTRACTOR'S employees or provided personnel prior to commencing Work.

(ii) Post-Accident Testing:

(A) Employees/Provided Personnel Subject to Post-Accident Testing:

An employee/provided personnel whom COMPANY or CONTRACTOR reasonably believes may have contributed to an accident on the Jobsite or while engaged in the performance of Work may be required to undergo D/A impairment testing as determined by the COMPANY. Such a test will be conducted at CONTRACTOR'S cost as soon as practicable after the accident, but for drugs not later than thirty–two (32) hours after the accident and for alcohol not later than eight (8) hours after the accident. CONTRACTOR will make reasonable attempts to obtain a sample from an employee/provided personnel following an Accident (as defined below), but any injury should be treated first.

(B) **Accident** is defined as "an unplanned, undesired event, resulting in injury and/or damaging to property and/or process interruption."

(C) Obligations of Employee/Provided Personnel Subject to Post-Accident Testing:

(a) CONTRACTOR (or subcontractor, as the case may be) shall require the employee/provided personnel who is subject to post-accident testing to remain readily available for such testing and caution him/her not take any action which could interfere with the testing or the results of testing.

(iii) Notify CONTRACTOR'S and subcontractors' employees/provided personnel that random testing will occur under the following conditions:

(A) All CONTRACTOR (and subcontractor, as the case may be) employees/provided personnel working on property owned, operated or leased by COMPANY (including right-of-way) or any Jobsite shall be subject to unannounced and random drug and alcohol testing by CONTRACTOR at CONTRACTOR'S expense. The primary purposes of unannounced random testing are to deter illegal D/A use which may affect work performance or safety, and to ensure a D/A free workforce. Random D/A testing shall be conducted each year during the term of this Agreement, at a minimum twenty-five percent (25%) of the employee/provided personnel engaged in the Work. CONTRACTOR shall exercise reasonable efforts to make random testing selections spread reasonably over a twelve (12)-month period.

(B) Random tests will only be administered just before, during, or shortly after a CONTRACTOR'S (or subcontractor's) employee's/provided personnel's Work time;

(C) CONTRACTOR (and subcontractor) employees/provided personnel engaged in the Work must remain in the random selection pool at all times, regardless of whether or not they have been previously selected for testing.

(D) CONTRACTOR (and subcontractor) employees/provided personnel shall be selected for testing by using a computer-based random number generator;

(E) No advance warning will be given to employees/provided personnel regarding the dates and times of random testing.

(iv) Testing Upon Reasonable Suspicion

If in the course of CONTRACTOR'S performance of the Work on COMPANY premises, COMPANY has reasonable suspicion based upon objective observation (or report by a non-COMPANY objective observer) that CONTRACTOR (or subcontractor) personnel has violated the policy, COMPANY may require such person(s) to undergo testing. If a person who is CONTRACTOR'S (or subcontractor's) personnel is reasonably suspected to be in violation of the policy and does test positively, the expense of the test shall be borne by CONTRACTOR.

11.5.2 Any person reasonably suspected or found in violation of the policy (by positive test result or otherwise) or who refuses to permit a search or drug or alcohol test may be removed and barred from COMPANY'S premises (owned, operated or leased) or Jobsite, at the sole discretion of COMPANY. CONTRACTOR shall advise its employees/provided personnel and subcontractors' employees/provided personnel concerning this provision.

11.5.3 CONTRACTOR and subcontractor personnel (whether employees, leased employees, temporary employees, or contract workers) who test positive for illegal drugs or unauthorized alcohol, will be removed from any further performance of services under this Agreement; provided that if such personnel has self-reported to his employer as requiring drug or alcohol treatment and successfully completes that treatment, (s)he may become eligible for readmittance to COMPANY'S premises after (s)he submits proof to CONTRACTOR of attendance and successful completion of a substance abuse program recognized by CONTRACTOR as adequate, and CONTRACTOR certifies to COMPANY that CONTRACTOR has received the same along with a negative return-to-work test result. An individual whose test specimen is "cancelled without medical explanation" shall be required to undergo a re-test under direct observation.

11.6 **Operator Qualifications**

COMPANY has determined that the Work includes the performance of "Covered Task(s)" (as defined in Kinder Morgan's Operator Qualification Plan) as follows:

☐ YES Section **11.6** applies.

☐ NO Section **11.6** does not apply.

In the event neither box is checked then Section 11.6 shall be deemed to apply.

11.6.1 With respect to Work to which operator qualifications requirements apply, CONTRACTOR warrants and covenants to COMPANY as follows, and shall cause its subcontractors performing Work hereunder to which operator qualifications requirements apply to warrant and covenant to CONTRACTOR as follows, with respect to their respective workers (whether they be permanent or temporary employees, or contracted/leased workers):

11.6.1.1 All of the workers utilized on COMPANY premises in the performance of Work under this Agreement to which operator qualifications requirements as set forth in Exhibit C hereto (the "Operator Qualifications Requirements") apply (whether such workers be permanent or temporary employees, or contracted/leased workers) shall be in compliance with said Operator Qualifications Requirements at all times when performing such Work; and

11.6.1.2 For five (5) years following completion or termination of the Work and for so long thereafter as there may remain any unresolved questions or disputes regarding any aspect of operator qualifications as pertains to the Work, CONTRACTOR shall provide and retain in ISNetworld copies of its subcontractors' records regarding compliance by subcontractors' applicable workers with said Operator Qualifications Requirements during the performance of the Work.

11.6.1.3 During the performance of the Work and for five (5) years following completion or termination of the Work in accordance with this Agreement and for so long thereafter as there may remain any unresolved questions or disputes regarding any aspect of operator qualifications, COMPANY shall have the right to audit CONTRACTOR'S personnel records (and its subcontractors' records, as retained per paragraph **11.6.1.2** above) concerning compliance with said Operator Qualifications Requirements in connection with the Work.

11.7 In addition to the provisions of Section **12.0** below (Right to Audit), COMPANY reserves the right to audit CONTRACTOR'S compliance with this Section **11.0** at any time during the term of this Agreement.

12.0 ASSIGNMENT, TERMINATION AND RIGHT TO AUDIT

12.1 This Agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto, but CONTRACTOR, due to CONTRACTOR'S qualifications and experience, shall not assign CONTRACTOR'S rights or obligations or pledge as security any sum that may accrue to CONTRACTOR hereunder without the prior written consent of COMPANY. Any such assignment or pledge without COMPANY'S prior written consent shall, at COMPANY'S election, be considered null and void or result in the immediate termination of this Agreement and all or part of the Work being performed hereunder. Notwithstanding such termination, CONTRACTOR shall be liable for all additional costs incurred by COMPANY resulting from such termination and in completing the Work.

12.2 CONTRACTOR shall not sublet or subcontract any Work to be performed except as authorized in writing by COMPANY. CONTRACTOR further agrees to require that its authorized subcontractors accept and comply with all terms of this Agreement.

12.3 Termination

12.3.1 For Convenience

COMPANY may terminate for its convenience this Agreement or any Work Directive in whole or in part for any reason at any time upon ten (10) days written notice to CONTRACTOR.

12.3.2 For Default

COMPANY may terminate this Agreement or any Work Directive in whole or in part for default by CONTRACTOR in its contractual obligations hereunder by giving ten (10) days prior written notice to CONTRACTOR; provided, however, that termination pursuant to Section **9.4** shall not require such ten-day notice. Without limiting the generality of the foregoing sentence, CONTRACTOR shall be deemed to be in default hereunder if CONTRACTOR

12.3.2.1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

12.3.2.2 consistently fails to achieve any milestones set out in any given Work Directive;

12.3.2.3 fails to make prompt payment to subcontractors or materialmen for materials or labor;

12.3.2.4 violates, or is indicted for any violation of, any law, ordinance, rule regulation or order of any public authority having jurisdiction;

12.3.2.5 fails to obtain and maintain insurance as required hereunder or fails to observe the insurance provisions hereof;

12.3.2.6 fails to remedy a default or potential default (which would occur through lapse of time) under the terms governing any security provided by CONTRACTOR pursuant to Section **20.0** hereof; or

12.3.2.7 is in breach or default in any material respect of any other duty, obligation, representation or term set forth in the Contract Documents;

12.3.2.8 suffers any of the following to occur:

12.3.2.8.1 institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and

12.3.2.8.1.1 this Agreement is not assumed or rejected within sixty (60) days after an order for relief is entered, or

12.3.2.8.1.2 such proceeding or petition results in a judgment of insolvency or bankruptcy or the making of an order for CONTRACTOR'S winding up or liquidation which judgment is not dismissed, discharged, stayed or restrained within sixty (60) days after commencement of the action, and this Agreement is not assumed or rejected within such sixty (60) day period;

12.3.2.8.2 such proceeding or petition results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for CONTRACTOR'S winding up or liquidation which judgment is not dismissed, discharged, stayed or restrained within sixty (60) days of its entry;

12.3.2.8.3 has a secured party take possession of all or substantially all of its assets or has a distress, execution, attachment, sequestration or other legal process levied or enforced against all or substantially all of its assets and such secured party maintains possession, and any such process is not dismissed, discharged, stayed or restrained; or

12.3.2.8.4 following the occurrence of any of the following, fails to provide assurances of future performance to COMPANY which are satisfactory to COMPANY in COMPANY'S reasonable discretion within fifteen (15) days of COMPANY'S demand therefore:

12.3.2.8.4.1 makes a general assignment, arrangement or composition with or for the benefit of its creditors;

12.3.2.8.4.2 becomes insolvent or is generally unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;

12.3.2.8.4.3 seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for all or substantially all of its assets;

12.3.2.8.4.4 otherwise seeks protection from creditors.

12.4 Upon termination for convenience under subsection **12.3.1**, COMPANY will pay CONTRACTOR'S costs properly allocable and directly relating to the termination, together with reasonable profit for the portions of the Work performed prior to termination, but in no case shall COMPANY be liable for payment to CONTRACTOR for unrealized costs or anticipated profits hereunder. COMPANY shall be entitled to deduct any costs or expenses owed to COMPANY by CONTRACTOR against any sums due to CONTRACTOR as a result of COMPANY terminating this Agreement. CONTRACTOR shall provide COMPANY with an itemized invoice for said termination costs allowed hereunder along with supporting documentation within thirty (30) days from the date of termination; otherwise, said termination costs shall be deemed waived by CONTRACTOR.

12.5 Upon termination for default under subsection **12.3.2**, COMPANY may take over the Work and prosecute the same to completion and may utilize any other remedies available at law or equity. In addition to any such remedies, CONTRACTOR shall be liable to COMPANY for all additional costs and expenses incurred by COMPANY to complete the Work, including any damages for delay in completing the Work, and for any damages or injury of any type or kind caused by CONTRACTOR'S failure to fulfill its obligations to complete the Work or fulfill its obligations hereunder.

12.6 Upon receipt of COMPANY'S notice to terminate, CONTRACTOR shall, unless the notice directs otherwise, immediately cease Work and if so directed make every reasonable effort to secure cancellation of all existing orders or contracts upon terms and conditions satisfactory to COMPANY and transfer to COMPANY all data, specifications, reports, estimates, summaries and other materials and information supplied by COMPANY or obtained by CONTRACTOR in performing hereunder. In addition, CONTRACTOR will take any action that may be necessary, or required by the COMPANY, for the protection, treatment and preservation or disposal, as directed by COMPANY, of the property related to this Agreement that is in the possession of the CONTRACTOR and which COMPANY has or may acquire an interest. The parties agree that "reasonable effort", as a minimum, shall be that CONTRACTOR has explicitly contacted each and every supplier for which outstanding orders and/or contracts exist in connection with the Agreement, and has attempted to cancel every such order and/or contract upon terms and conditions reasonably satisfactory to COMPANY.

12.7 Throughout the term of this Agreement and for a period of five (5) years following the completion or termination of this Agreement and for so long thereafter as there may remain any unresolved questions or disputes regarding any item: (a) COMPANY shall, at all reasonable times and upon prior notice to CONTRACTOR, have access to all CONTRACTOR'S, subcontractors', and vendors' personnel, books, records, correspondence, instructions, plans, equipment maintenance

records, drawings, receipts, vouchers, financial accounts and memoranda of every description pertaining to the Work for the purpose of auditing and verifying costs of the Work, CONTRACTOR'S compliance with applicable laws, CONTRACTOR'S safety performance under this Agreement or for any other reasonable purpose; (b) COMPANY shall have the right to reproduce any of the aforesaid documents; (c) in the event that any audit reveals an error or discrepancy of any nature whatsoever, such error or discrepancy will be corrected promptly, and any moneys owing and due either COMPANY or CONTRACTOR will be paid promptly by the other party; and (d) CONTRACTOR shall not charge for any costs incurred by assisting COMPANY with audits performed pursuant to this Agreement.

12.8 Neither CONTRACTOR nor COMPANY shall be liable to the other for indirect, special, exemplary, consequential or punitive damages, EXCEPT (i) arising out of breach of the confidentiality provisions under this Agreement, (ii) resulting from gross negligence or willful misconduct, or (iii) except as otherwise provided herein.

13.0 DELAYS; REMEDIES AND DISPUTE RESOLUTION

13.1 Force Majeure

13.1.1 "Force Majeure", as used herein, shall mean acts of God, acts of public enemies, fire, war or civil disturbance, insurrection, blockades, strikes, riots, epidemics, landslides, lightning, hurricanes, earthquakes, floods and/or washouts, explosions, commandeering of raw materials or products or plants or facilities by a government, labor disputes involving a general stoppage of work on the job, rules, regulations, orders or acts of governmental authority, loss or shortage of transportation facilities due solely to an event described in this subsection **13.1.1**, inability with reasonable diligence to obtain materials due solely to the effect of an event described in this subsection **13.1.1**, and in each case not involving the fault or negligence of COMPANY or CONTRACTOR.

13.1.2 It is agreed that in the event either party is rendered unable wholly or in part by Force Majeure to carry out its obligations hereunder, then such party shall give notice of the full particulars of such Force Majeure event in writing to the other party as soon as practicable after the occurrence of the cause relied on. The obligation of the party giving such notice, so far and only insofar as affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall be remedied with all reasonable dispatch. This obligation to remedy shall not require the settlement of labor matters when such course is inadvisable in the judgment of the party claiming same as a Force Majeure. Neither party shall be entitled to any additional compensation for delays resulting from a Force Majeure event.

13.1.3 Time is of the essence for performance hereunder. A delay shall be deemed excusable if the delay is a COMPANY-directed schedule delay. Delays due to subcontractors, suppliers or transporters of CONTRACTOR-furnished material, shall not be deemed excusable unless such delay is due to Force Majeure. The party claiming a Force Majeure event shall have the burden of proof with respect to demonstrating that such delay in fact constitutes a Force Majeure event.

13.2 Remedies and Dispute Resolution

13.2.1 This Agreement and any Work Directives associated herewith shall be deemed to have been made and accepted in Harris County, Texas, and the laws of Texas (without giving effect to Texas' choice of law rules) to the extent permitted by applicable law shall govern any interpretations or constructions of this Agreement. Any dispute between COMPANY and CONTRACTOR arising from or related to this Agreement shall be resolved first through discussions among upper management of the parties, and if the dispute cannot be resolved within forty-five (45) days from the date the matter was first brought by the

disputing party to the attention of the other party, then either party may elect to resolve the matter through litigation which shall be brought in any court sitting in Harris County, Texas having jurisdiction thereof. COMPANY and CONTRACTOR each submits to the exclusive jurisdiction of said courts and waives the right to change venue. The costs and expenses of the litigation (including attorney's fees) of the prevailing party will be borne by the other party.

13.2.2 If in COMPANY'S sole reasonable discretion the Work cannot be suspended pending the resolution of a dispute, COMPANY may (a) require that CONTRACTOR continue prosecuting the Work to completion pursuant to the terms and conditions of this Agreement, or (b) take over the Work and itself prosecute the same to completion. If the pending dispute is resolved in COMPANY'S favor, CONTRACTOR shall be liable to COMPANY for any costs and expenses incurred in completion of the Work which are in excess of the amount(s) COMPANY would have paid pursuant to this Agreement.

14.0 CONFIDENTIALITY

It is understood that CONTRACTOR may have access, as determined by COMPANY in its sole discretion, to confidential materials and information ("Confidential Information") of COMPANY, its parent, subsidiaries, or affiliates in order to provide the Work hereunder. Although COMPANY shall endeavor to supply CONTRACTOR with reliable and accurate information, COMPANY does not make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information furnished for the purposes of the Work. COMPANY shall have no liability to CONTRACTOR, nor its directors, officers, employees or advisors to CONTRACTOR, or any of its representatives, arising out of the use of Confidential Information by CONTRACTOR or its representatives. The above provisions of this Section **14.0** shall apply to CONTRACTOR'S parent corporation and all of its subsidiaries and affiliates, if any. It is further understood that CONTRACTOR will utilize the Confidential Information received by it only for the purpose of providing the Work contemplated hereunder and for no other purposes whatsoever, and will not utilize the Confidential Information in any manner which could be adverse to COMPANY'S interests. In no event shall CONTRACTOR divulge any such Confidential Information to any third party without the express prior written consent of COMPANY'S Representative. In the event any Confidential Information is requested or required of CONTRACTOR in the course of legal proceedings, interrogatories, subpoenas, or similar process conducted by a third party, CONTRACTOR shall promptly notify COMPANY of such request or requirement in order that COMPANY may seek appropriate injunctive relief or protective order, or waive CONTRACTOR'S compliance with the provisions hereof.

15.0 TITLE

If CONTRACTOR is required to transport the Waste from the Work site then title to the Waste passes to CONTRACTOR at the time the CONTRACTOR'S vehicle is loaded with the Waste. If instead COMPANY transports the Waste from the Work site to CONTRACTOR'S facility or site then title to the Waste passes to the CONTRACTOR at the time the Waste is delivered to CONTRACTOR'S facility or site.

16.0 WAIVER

No waiver or failure to act by COMPANY with respect to any of its rights under this Agreement shall be construed as a waiver or relinquishment of that right in any other instance or of COMPANY'S right to assert or to rely on the terms of this Agreement. Any express waiver of a provision of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.

17.0 SEVERABILITY AND SURVIVAL

Each provision of this Agreement is severable. If any provision of this Agreement is determined to be illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that

provision shall not affect (a) the legality, validity or enforceability of the remaining provisions of this Agreement, or (b) the legality, validity or enforceability of that provision in any other jurisdiction; and provided further, the subject provision shall be applied to the fullest extent permitted by applicable law, and COMPANY and CONTRACTOR shall revise the provision so as to confirm their mutual intention upon entering this Agreement and yet be legal, valid and enforceable in the applicable jurisdiction. The provisions of Sections **1.0**, **3.0**, **5.0**, **6.0**, **7.0**, **9.0**, **12.0**, **13.0**, **14.0**, **15.0**, **16.0**, **17.0**, **18.0**, **19.0**, **21.0**, and **22.0** shall survive the termination of this Agreement.

18.0 SERVICES FOR AFFILIATES

The Work to be performed by CONTRACTOR under this Agreement shall be performed, in certain cases, for one or more entities under common control with COMPANY or controlled by the COMPANY or for which the COMPANY serves as an operator of one or more of COMPANY'S affiliates. In the event any such entity requires CONTRACTOR to perform Work under this Agreement, a Work Directive for such Work shall be issued by the entity requiring the Work, substantially in the form shown in Exhibit A. Upon execution of said Work Directive, CONTRACTOR shall perform such Work for the executing entity in accordance with the Work Directive and the terms and conditions of this Agreement. By execution of the Work Directive, such entity shall be entitled to all rights and privileges, and liable for all commitments and responsibilities held by COMPANY under this Agreement, as same applies to said Work Directive. Upon execution of said Work Directive, CONTRACTOR'S agreement to insure and indemnify COMPANY pursuant to this Agreement shall extend to both COMPANY and such entity for purposes of said Work Directive. Unless expressly provided in the Work Directive, such entity which executes the Work Directive shall be solely responsible for the liabilities and obligations set forth in this Agreement under which that Work Directive is being issued as the same apply to the Work to be performed pursuant to that Work Directive. All such liabilities and obligations, as they apply to that Work Directive, shall be non-recourse to the direct and indirect parents (or a general partner or company member, as the case may be) and to the affiliates of the entity executing the particular Work Directive.

19.0 LIABILITY OF GENERAL PARTNER

In the case where Kinder Morgan G.P., Inc., a Delaware corporation, or any other Kinder Morgan entity is the general partner of COMPANY, or the entity executing a Work Directive, as the case may be (the "General Partner"), the CONTRACTOR agrees that the General Partner shall not be liable, directly or indirectly, for any of obligations or liabilities of COMPANY (or the entity executing the Work Directive, as the case may be) under this Agreement. All such obligations and liabilities shall be non-recourse to the General Partner and shall not constitute debts or obligations of the General Partner. No judgment, attachment, execution or other writ or process shall be sought, issued, or levied in connection with this Agreement against the General Partner or any of its assets or properties to satisfy any such liabilities or obligations or any judgments rendered in connection therewith and all such liabilities and obligations shall be satisfied solely from the assets of COMPANY, or the entity executing the Work Directive, as the case may be

20.0 SECURITY

In the event COMPANY elects to require CONTRACTOR to obtain a Letter of Credit, Performance and/or Labor and Material Bond(s), Parent Guaranty or other instrument or vehicle to provide financial security for the performance and payment obligations of CONTRACTOR under this Agreement or for any particular job or project assigned to CONTRACTOR pursuant to any Work Directive, COMPANY shall notify CONTRACTOR of COMPANY'S election upon execution of this Agreement or in the Work Directive for the particular job or project, and CONTRACTOR shall furnish to COMPANY, at COMPANY'S expense in case of a Bond, within ten (10) days of such notice and prior to commencing the Work or promptly thereafter in the case of an emergency, all documentation associated with such CONTRACTOR-provided security, which shall be on terms and in a form satisfactory to COMPANY.

21.0 PUBLIC RELATIONS

CONTRACTOR shall exert all reasonable efforts to maintain good will for the benefit of COMPANY with the landowners and the general public in the course of CONTRACTOR performing the Work. Nothing contained herein shall permit or be deemed to permit use by CONTRACTOR of COMPANY'S name, directly or indirectly, in the form of advertising or in a press release without the prior receipt of COMPANY'S written approval.

22.0 FACSIMILE/SIGNATURE COUNTERPARTS

Agreement may be executed in multiple original counterparts, each of which shall be deemed an original, and together they shall constitute one and the same agreement. Signature of this Agreement may be effected by facsimile (with confirmation by transmitting machine) and/or transmitted by portable document format ("pdf") file which shall be treated as an original signature, and any such signature, facsimile, pdf file or copy of this signed Agreement shall be construed and treated as the original and shall be binding as if it were the original.

23.0 ENTIRE AGREEMENT

This Agreement together with the Contract Documents and Work Directive(s) constitutes the entire agreement between COMPANY and CONTRACTOR and supersedes any prior written or oral agreements, or contemporaneous communications with respect to this subject matter. No subsequent amendment to this Agreement between the parties shall be binding on either party unless reduced to writing and signed by an authorized representative of each party. Preparation of the Contract Documents has been a joint effort of the parties and the resulting documents shall not be construed more severely against one of the parties than against the other.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first above written.

KINDER MORGAN ENERGY PARTNERS, L.P.	**HEPACO, INC.**
By: Kinder Morgan G.P., Inc. By: Kinder Morgan Management, LLC, the Delegate of the General Partner	
Rose Lucret	
Signature	Signature
June 10, 2011	June 15, 2011
Date	Date
Rose Lucret	**Robert W. May**
Name	Name
Authorized Signatory	**Vice President**
Title	Title

Agreement Number: 25635

EXHIBIT A – WORK DIRECTIVE

To:	Attention:	Date: Work Directive No.: Agreement No.:
	Phone: **Fax:** **Email:**	Account Coding:

Work Directive Origin: [Specify KM Office or Field Location]

This Work Directive is entered pursuant to the terms of the Agreement for Emergency Response Services ("Agreement") dated , by and between ("COMPANY) and ("CONTRACTOR"). By its execution hereof, CONTRACTOR agrees to perform for the KM entity named below and executing this Work Directive pursuant to the terms, conditions and provisions of the Agreement, the following described Work [which, if noted below, will additionally describe "Covered Tasks" as provided for under DOT Operator Qualification Requirements,] and shall furnish all services, labor, supervision, technical capability, tools, equipment, transportation, materials, (except as set forth below), and other facilities and items necessary or convenient to complete the following work as further described and specified in the Specifications and/or Drawing(s) attached hereto or the Agreement and by this reference made a part of this Work Directive ("the Work"). If CONTRACTOR's proposal, quotation, or any other CONTRACTOR document supplied to the KM entity named below is included as part of this Work Directive or another exhibit to the Agreement, then any terms or conditions provided by CONTRACTOR which differ from or conflict with COMPANY's terms and conditions are hereby rejected and shall be of no force or effect. The KM entity named below in this Work Directive shall be solely responsible for the liabilities and obligations set forth in the Agreement under which this Work Directive is being issued, as the same apply to the Work to be performed pursuant hereto. All such liabilities and obligations, as they apply to this Work Directive, shall be non-recourse to the COMPANY (if the COMPANY is not the KM Entity executing this Work Directive) and other related entities as further provided for and agreed in the Agreement. Payments made to CONTRACTOR under this Work Directive shall include all taxes and similar charges except as otherwise agreed to herein or under the terms of the Agreement. Any capitalized term used in this Work Directive and not otherwise defined herein shall have the meaning as ascribed in the Agreement.

Sample

1. Project Name:	Location:
Description of Work:	Full and complete description of the services (and goods) to be provided by CONTRACTOR including, but not limited to specifications, conditions and referenced bids/proposals. _____ For Questions, contact _____ (the "COMPANY Designated Representative") at _____ or _____ at _____
2. The COMPANY shall furnish the following materials to the work site(s):	None, unless previously approved by the KM Entity's authorized representative.
3. The Work shall be performed at the following location:	Location where work will be performed, if different from Project Location indicated above
4. CONTRACTOR shall commence the Work by	and shall complete the Work on or before
5. CONTRACTOR offers to complete the Work in accordance with the Agreement for the following consideration, which shall constitute full and complete payment therefore:	
(a) ☐ the total Lump Sum Amount	Fixed Price Of _____
(b) ☐ the total Time & Materials Amount	Not To Exceed _____with rates specified in the Schedule of Values (Exhibit _____ to the Agreement)
(c) ☐ in accordance with the Schedule of Values (Exhibit _____ to the Agreement) or	
(d) ☐ For this Work Directive only, the schedule of values/rate sheet dated _____, 20XX, attached hereto as Exhibit ___, shall supersede the Schedule of Values in the Agreement. All other terms and conditions of Agreement and its prior amendments will remain unchanged and in force.	

SELECT WAIVER ACCORDING TO PROJECT'S TOTAL DOLLAR VALUE

☐ Waive 10% Retainage Fee; or ☐ Do not Waive 10% Retainage Fee

6. CONTRACTOR shall submit invoices in duplicate to: Attn.: _____ Phone: _____ Fax: _____

7. CONTRACTOR hereby certifies that it has downloaded, reviewed and understood the Kinder Morgan Contractor Safety Manual and shall, prior to the commencement of any Work hereunder, make the same available to its employees and subcontractors who will be performing work on premises owned and/or operated by the Kinder Morgan entity named below. If the English language is a communication barrier, CONTRACTOR at its expense shall timely convert/translate the Kinder Morgan Contractor Safety Manual accurately into the appropriate language for its employees and subcontractors. Questions concerning the Manual should be directed to the Kinder Morgan Contractor Safety Group at: contractor_safety@kindermorgan.com prior to commencement of any Work.

8. Facsimile Signatures/Counterparts.

This Work Directive may be executed in multiple original counterparts, each of which shall be deemed an original, and together they shall constitute one and the same agreement. Signature of this Work Directive may be effected by facsimile (with confirmation by transmitting machine) and/or transmitted by portable document format ("pdf") file which shall be treated as an original signature, and any such signature, facsimile, pdf file or copy of this signed Work Directive shall be construed and treated as the original and shall be binding as if it were the original.

For Work performed within the state of California, the attached Exhibit B must be acknowledged and signed.

Invoices must clearly indicate the Agreement Number, Work Directive Number, and Work Order/ Account Coding, as indicated above.

For Construction Projects, a Certificate of Final Acceptance must be completed, signed by an authorized representative, notarized, and attached to CONTRACTOR's final invoice.

In the Agreement, if there is a reference to "Kinder Morgan, Inc.," it shall now be deemed a reference to Kinder Morgan Kansas, Inc. This is not a change of entity, but merely a change of name only.

By signing below, KM Entity and CONTRACTOR affirm that the individual signing below has the requisite authority to authorize the commitment described herein, and that this Work Directive No. _____ is by reference hereby made part of Agreement No. _____.

This Work Directive is hereby agreed to and accepted this _____ day of _____ 20____.

[KM Entity]	**[CONTRACTOR]**
_____ Signature _____ Date	_____ Signature _____ Date
By: _____ Print Name	By: _____ Print Name
Title: _____ Print Title	Title: _____ Print Title
CC:	Contracts Administration, with all attachments

Please return executed work directive to:

ATTENTION: _____

List of Attachments:

- ☐ **Exhibit WD_A** - Scope of Work
- ☐ **Exhibit WD_B** – Revised Release Reporting Criteria (**California only**)
- ☐ **Exhibit WD_C** – Work Directive Specific Schedule of Values/Rates
- ☐ **Exhibit WD_D** – Operator Qualification Form
- ☐ **Exhibit WD_E** – Certificate of Final Acceptance
- ☐ **Exhibit WD_F1** – Conditional Waiver and Release
- ☐ **Exhibit WD_F2** – Unconditional Waiver and Release

Sample

ADDENDUM A
TO
WORK DIRECTIVE NO. _____
SCOPE OF WORK

[Modify as Appropriate]

1. CONTRACTOR shall provide all tools, labor and equipment necessary to complete the Work.

2. In performing the Work CONTRACTOR shall have 24/7 emergency response capabilities under Section 3.3 to Appendix E of 40CFR 112 for EPA Jurisdictional Facility's and Section 3 to Appendix C of 33CFR 154 for USCG Regulated Facilities including but not limited to:

   (i) one thousand feet (1,000 ft) of containment boom (or, for complexes with marine transfer components, one thousand feet (1,000 ft) of containment boom or two times the length of the largest vessel that regularly conducts oil transfers to or from the facility, whichever is greater), and a means of deploying it within one (1) hour of the discovery of a discharge;
   (ii) oil recovery devices with an effective daily recovery capacity equal to the amount of oil discharged in a small discharge (Average Most Probable Discharge) or greater which is available at the facility within 2 hours of the detection of an oil discharge; and
   (iii) oil storage capacity for recovered oily material.

3. CONTRACTOR will provide response equipment and manpower resources in accordance with the National Preparedness for Response Exercise Program (PREP) Guidelines. Specific reference for USCG regulated facilities is located on pages 3-18 and 3-19 of the August 2002 PREP Guideline. Specific reference for EPA regulated facilities is located on pages 4-9 and 4-10 of the August 2002 PREP Guideline. These requirements include, but are not limited to, an annual equipment deployment exercise in the operating environment of the Area of the Facility, a comprehensive OSRO personnel training program, and a maintenance program to ensure that the equipment is periodically inspected and maintained in good operating condition. The satisfactory completion of these PREP requirements must be documented and submitted annually to Kinder Morgan to the attention of Director, Compliance [or insert appropriate KM representative], at [insert address of KM representative].

4. The Incident Commander is: [Insert name and contact information.]

AGREEMENT 25635

EXHIBIT B – SCHEDULE OF VALUES

1.0 OVERVIEW

1.1 The amounts set forth in the Agreement cover payment in full for all materials, work, tools, equipment, insurance, bonds, profit, overhead and all other costs and expense of every kind, character and nature for which the CONTRACTOR is entitled to payment. Unless specifically set forth in the Agreement, no additional payment of any kind will be contemplated.

1.2 COMPANY (throughout this Schedule "KM Entity" or "COMPANY", as the case may be) agrees to pay CONTRACTOR, for Work performed pursuant to this Agreement, on a COST REIMBURSABLE BASIS in accordance with the Schedule of Values in this Exhibit B..

1.3 CONTRACTOR shall submit the timesheets and reimbursable expenses to the Designated Representative (or his or her delegate) on a daily basis for verification/acknowledgement of expenses and time spent on the project. All supporting documentation must be signed by the COMPANY'S project inspector prior to invoicing. Signature by these personnel does not constitute COMPANY'S agreement to pay theses expenses.

2.0 INVOICING

2.1 Standard Invoice Procedure

2.1.1 At the end of each calendar month, CONTRACTOR shall submit to COMPANY an original detailed invoice for Work performed during that month, together with one copy of such invoice and one set of supporting documentation. Such invoice shall be sent to the following address or as otherwise set forth on any Work Directive.

2.1.2 Reference each individual Work Directive for the appropriate addressee and company name for the invoice to be submitted.

COMPANY Name: Per individual Work Directive

2.2 Non-acceptance of Invoices

2.2.1 Invoices that do not relate to this Agreement will not be processed and such invoices will not be accepted by COMPANY. All charges not in compliance with the stated terms and conditions of this Agreement will be deducted from the invoice prior to payment processing.

2.3 Required Invoice Detail

Each of CONTRACTOR'S invoices shall contain the following information on its face:

2.3.1 An invoice date.

2.3.2 A reference number (invoice number) which is unique to the transaction.

2.3.3 Site or project name (if applicable) and COMPANY or KM Entity name.

2.3.4 Reference of COMPANY'S Designated Representative.

2.3.5 Agreement Number, Work Directive Number and Change Order Number (as applicable).

2.3.6 Billing period (time period of charges).

2.3.7 CONTRACTOR'S remittance address or electronic funds transfer routing information, (as applicable).

2.3.8 CONTRACTOR'S name and telephone number of contact to handle invoice related questions.

2.3.9 Amount due CONTRACTOR.

2.3.10 Project Status Report.

2.3.11 Summary of amount invoiced to date, this invoiced amount, retention (as applicable), and the amount remaining to be invoiced.

2.4 Supporting Documentation

Each of CONTRACTOR'S invoices shall be itemized and submitted to COMPANY together with receipts, time records, lien waivers, evidence of payment to subcontractors, and any other evidence of CONTRACTOR'S right to payment under this Agreement as COMPANY may, in its sole good faith discretion, from time to time require.

2.5 Final Invoice

When CONTRACTOR submits its final invoice to COMPANY for the Work, in addition to the requirements outlined above, CONTRACTOR shall additionally include the following which shall be submitted no later than thirty (30) days after the project completion date:

2.5.1 Mechanics lien and stop notice releases executed by CONTRACTOR and by each person or entity that furnished any labor, services or materials in connection with the Work;

2.5.2 Reasonable proof satisfactory to COMPANY that any claims for labor, materials or any other claim or potential claim for which COMPANY withheld compensation pursuant to the Agreement have been paid or satisfied in a manner acceptable to COMPANY;

2.5.3 Any other documents required by this Agreement; and

2.5.4 A Certificate of Final Acceptance.

3.0 PAYMENT PROCEDURE

3.1 Processing of Approved Invoices

Provided that such invoice meets all of the requirements as explained, COMPANY shall pay all undisputed charges set forth in each invoice, less any retention amount applicable, within thirty (30) days after such invoice is received by COMPANY.

3.2 Processing of Disputed Invoices

If COMPANY, in good faith, disputes and does not approve an item billed, COMPANY shall notify CONTRACTOR of the item or portion of an item disputed and withhold payment thereof

until settlement of the dispute. Such right of COMPANY to withhold such payments shall be in addition, and not in any way in lieu of, any other right of COMPANY hereunder, including the right to raise disputes for the first time after audit. Payment shall be contingent upon COMPANY'S review of the invoice and determination that the Work described in the invoice complies with all of the terms of this Agreement. Interest penalties for disputed invoices will not be paid by COMPANY.

3.3 Delayed submittal of Invoices and Non-payment

Any Work for which CONTRACTOR does not submit an invoice to COMPANY within sixty (60) days after the month in which such Work is completed shall be deemed to have been performed by CONTRACTOR without compensation; provided however, that if prior to the end of such sixty (60) day period, CONTRACTOR requests in writing from COMPANY'S Designated Representative a further extension of time for submitting such invoice (stating the reasons therefore and the amount of additional time requested), and COMPANY elects to authorize such extension in writing, CONTRACTOR shall have until the end of the extension to submit such invoice, and provided further, that nothing in this Agreement shall affect CONTRACTOR'S right to submit invoices within a longer period of time if so afforded by applicable statute.

4.0 TIME AND MATERIALS RATES

4.1 Time and Material Rates will apply to any Work Directive or Extra Work which - if requested by COMPANY – shall be specifically designated by COMPANY by written change order, which shall modify the applicable Work Directive, as being in addition to the work to be performed under lump sum designated above.

4.2 Labor:

Table 1
Labor Rates
Effective From June 10, 2011 To June 10, 2012

Description/Category/Classification	Straight Time (Rate Per Hour) (US $0.00)	Overtime (Rate Per Hour) (US $0.00)	Double Time (Rate Per Hour) (US $0.00)
See attached Rate Schedule			

4.2.1 Rates shown on the rate sheet in the Schedule of Values include all benefits, withholding, workers compensation, taxes and similar assessments, and CONTRACTOR'S cost of insurance premiums (unless otherwise specified in the Agreement).

4.2.2 All labor rates shown in Table 1 of the Schedule of Values shall be all-inclusive of tools, disposable parts, consumables and personal protective gear that are normally utilized in the performance of daily work. Rates do not include costs for travel, subsistence, reproduction, communications, computer, modeling, subcontracts, freight, etc.

4.2.3 It is further stipulated and agreed that the pricing in this Exhibit B is firm and not subject to escalation for one (1) calendar year after the Effective Date of the Agreement. Modification of any pricing terms thereafter shall be in effect only upon the concurrence of both COMPANY and CONTRACTOR, and any such modification shall be evidenced by replacement of this Exhibit B. All Work related to a particular Work Directive will be invoiced at the rates in effect on this Exhibit B at the time the Work is requested by COMPANY.

4.2.4 Day rates as approved in advance by COMPANY will apply to mobilization and demobilization personnel to the worksite subject to the terms of this Section 4.

4.2.5 Travel pay - See Section 4.4 below.

4.3 Overtime

4.3.1 "Overtime" is defined as work exceeding eight (8) hours per days and/or forty (40) hours per calendar week. CONTRACTOR'S employee(s) hours worked on project(s) other than the project specifically referred to under any given Work Directive will not be credited hours for the purpose of overtime. Overtime will be paid at the "Overtime" rates shown in Table 1 of the Schedule of Values, or at a factor of 1.3 times the straight time or flat rate, if applicable, multiplied by the number of hours worked.

4.3.2 "Double Time" is defined as work on Sundays or on COMPANY'S observed holidays. Double Time shall be paid at the rates shown in Table 1 of the Schedule of Values, or at a factor of 1.7 times the Straight-Time or flat rate, if applicable, multiplied by the number of hours worked.

4.3.3 CONTRACTOR agrees not to pay shift differential for swing (evening) or graveyard (night) shifts.

4.3.4 CONTRACTOR'S employee(s) put on stand-by time, through no fault of CONTRACTOR, shall be paid for actual hours on stand-by. Stand-by time hours will be credited for the purpose of overtime.

4.4 Travel Time and Expenses

4.4.1 Travel time is charged at the standard hourly rate. Travel time for hourly rate personnel will be actual travel time outside of a fifty (50) mile radius from the project site and shall not exceed eight hours per day.

4.4.2 COMPANY shall reimburse CONTRACTOR, without markup, for the direct, reasonable cost to CONTRACTOR for employee travel expenses away from the project site or employee's base office when this travel occurs as a direct result of the performance of the Work. Travel expenses include air (excluding first class or business airfare), ground transportation, lodging, meals, and telephone expenses. All travel expenses must have prior COMPANY approval and shall be supported by valid receipts.

4.4.3 Mileage Reimbursement will be paid for Mobilization and Demobilization only and shall be no more than the IRS allowable per mile, per vehicle. (COMPANY will compensate only per vehicle and not per man within the vehicle.)

4.4.4 Per Diem (subsistence) when in outlying areas (outside of a fifty (50) mile radius from office/site) will be forty dollars ($40) per person per day; or fifty dollars ($50) per person per day in high cost areas agreed to in advance by the parties.

5.0 MATERIALS AND SUBCONTRACTS

5.1 Materials purchased, at wholesale or jobber's cost plus ten percent (10%).

5.2 Subcontracts, at cost plus ten percent (10%).

Table 2 Materials Rates Effective From June 10, 2011 To June 10, 2012		
Description/Category/Classification	**Rate** (U.S. $0.00)	**Unit of Measure** (Per Hour, Day, Week, Etc.)
See attached Rate Schedule		

6.0 EQUIPMENT

6.1 Equipment, rented, at cost plus ten percent (10%).

Table 3 Equipment Rates Effective From June 10, 2011 To June 10, 2012		
Description/Category/Classification	**Rate** (U.S. $0.00)	**Unit of Measure** (Per Hour, Day, Week, Etc.)
See attached Rate Schedule		

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EXHIBIT A - TIME AND MATERIALS RATE SCHEDULE

	JOB CATEGORY	HOURLY RATES		
		Straight Time	Premium Rates	
			Overtime	Holiday Time
L1	Principal/Officer	$125.00	$125.00	$250.00
L2	Specialist High Hazards	$162.00	$243.00	$324.00
L3	Specialist Chemical Transfer	$135.00	$202.50	$270.00
L4	Emergency Response Manager	$125.00	$187.50	$250.00
L5	Certified Industrial Hygienist	$115.00	$172.50	$230.00
L6	Project Manager	$110.00	$165.00	$220.00
L7	IT/Communication Manager	$110.00	$165.00	$220.00
L8	Technician High Hazards/Confined Space Rescue	$108.00	$162.00	$216.00
L9	Senior Health/Safety Specialist	$90.00	$135.00	$180.00
L10	Project Engineer, Senior Engineer, Geologist	$70.00	$105.00	$140.00
L11	Regulatory Manager	$85.00	$127.50	$170.00
L12	Technician Chemical Transfer	$81.00	$121.50	$162.00
L13	Chemist/T&D Coordinator, Soil Scientist	$80.00	$120.00	$160.00
L14	Safety & Training Specialist	$70.00	$105.00	$140.00
L15	Supervisor/General	$80.00	$120.00	$160.00
L16	Team Leader	$77.00	$115.50	$144.00
L17	Boat Operator	$88.00	$132.00	$176.00
L18	Foreman/General	$62.00	$93.00	$124.00
L19	Mech./Carp./Welder/Elect./Plumb.	$65.00	$97.50	$130.00
L20	Equipment Operator	$62.00	$93.00	$124.00
L21	Supervisor (ACM, Lead, IAQ)	$60.00	$79.50	$106.00
L22	Truck Driver	$60.00	$90.00	$120.00
L23	Spill Response Technician	$57.00	$85.50	$114.00
L24	Technician	$52.00	$78.00	$104.00
L25	Project Accountant	$40.00	$60.00	$80.00
L26	Foreman (ACM)	$44.00	$66.00	$88.00
L27	Technician – IAQ & Abatement	$40.00	$60.00	$80.00
L28	Administrative Assistant	$42.00	$63.00	$84.00
L29	Clerical	$38.00	$57.00	$76.00
PER DIEM				
L30	Motel (as needed basis)	Cost + 10%		
L31	Per Diem	$40.00 per day		
L32	Government Projects – Not to Exceed	FAR		
PERSONAL PROTECTIVE EQUIPMENT (PPE)				
PPE1	Level A (per Person) – Includes First SCBA Bottle	$75.00	per hour	
PPE2	Level B (per Person) – Includes First SCBA Bottle	$40.00	per hour	
PPE3	Level C (per Person) – Includes First Set of Filters	$27.00	per hour	
PPE4	Level D (per Person)	$7.50	per hour	
PPE5	Turn Out Gear	$95.00	per hour	
PPE6	Lock Out/Tag Out Kit	$10.00	per hour	
PPE7	Full Body Harness	$12.00	per hour	
PPE8	Emergency Burn Kit	$72.00	per hour	
PPE9	Blood-Borne Pathogen Kit	$3.00	per hour	

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EXHIBIT A - TIME AND MATERIALS RATE SCHEDULE

PPE10	Portable Oxygen	$4.50	per hour
PPE11	Personnel Retrieval System	$47.00	per hour
PPE12	Retrieval Device (winch)	$21.00	per hour
PPE13	Cascade Air System	$19.00	per hour per man
PPE14	Breathing Air Line	$0.95	per hour per foot
PPE15	Escape Pack (5 minute)	$6.50	per hour
PPE16	High Pressure Compressor (Grade D)	$41.00	per hour
PPE17	Portable H.P. Vessel	$79.00	per hour
PPE18	SCBA Bottles - Refill	$40.00	each
PPE19	Portable Eye Wash Station	$8.50	per hour
PPE20	Air Filtration Panel w/Alarms	$33.00	per hour
PPE21	Chest Waders	$10.00	per hour
PPE22	First Aid Station	$4.00	per hour *(plus expendables)*
PPE23	Life Jacket	$2.50	per hour
PPE24	Cool Vest	$15.00	per hour
PPE25	Flash Suits	$41.00	per hour
PPE26	Rain Suits	$6.00	per hour
PPE27	Nomex Coveralls	$28.00	per hour
PPE28	Orange Safety Vests	$1.00	per hour
PPE29	Wader Boots	$6.00	per hour
PPE30	PVC Steel Toe Boots	$5.00	per hour
PPE31	Steel Toe Rubber Boots	$4.00	per hour
PPE32	Chemical Boots	$9.00	per hour
PPE33	Firefighting Boots	$22.00	per hour
PPE34	Lanyard	$3.00	per hour
VEHICLES – ROLLING STOCK			
V1	Mobile Command Center (53')	$185.00	per hour
V2	Command Center Trailer (30')	$96.00	per hour
V3	Emergency Response Trailer (12' to 14')	$54.00	per hour
V4	Emergency Response Trailer (24')	$83.00	per hour
V5	Emergency Response Trailer (32')	$93.00	per hour
V6	Chemical Transfer Trailer	$71.00	per hour
V7	Boom Trailer 18' (Boom not included)	$36.00	per hour
V8	Boom Trailer 24' (Boom not included)	$47.00	per hour
V9	Decontamination Trailer	$38.00	per hour
V10	End Dump Trailer	$65.00	per hour
V11	Road Tractor	$65.00	per hour
V12	Stainless Steel Vac Tanker	$107.00	per hour
V13	Stainless Steel Tanker	$95.00	per hour
V14	Tanker with Vain Pump	$92.00	per hour
V15	406 Tanker	$85.00	per hour
V16	Frame Truck	$46.00	per hour
V17	10 Ton Boom Truck	$63.00	per hour
V18	15 Ton Boom Truck	$67.00	per hour
V19	Service Truck	$35.00	per hour
V20	Flat Trailer (up to 10 ton)	$10.00	per hour
V21	Flat Trailer (10 ton - 25 ton)	$35.00	per hour

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EXHIBIT A - TIME AND MATERIALS RATE SCHEDULE

V22	Flat Trailer (25 ton - 55 ton)	$45.00	per hour
V23	VTU Trailer	$16.00	per hour
V24	12' - 16' Utility Trailer	$14.00	per hour
V25	Vacuum Truck (3,000 - 3,500 Gal.)	$125.00	per hour
V26	Liquid Ring Vacuum Truck	$150.00	per hour
V27	Air Mover Vacuum Truck w/Rotary Vane	$175.00	per hour
V28	Hydroblast Truck	$260.00	per hour
V29	HyRail Vacuum Truck	$245.00	per hour
V30	Vacuum Truck/Trailer Clean Out Charge	$400.00	each
V31	Vec Loader (Stainless Steel)/Vac Boss	$240.00	per hour
V32	Vacuum Trailer (1,200 Gal.)	$45.00	per hour
V33	Thermal Oxidizer Unit	$3,200.00	per week
V34	Pick-up Truck (3/4 Ton and 1/2 Ton)	$14.00	per hour
V35	Pick-up Truck (Crew Cab 3/4 Ton)	$22.00	per hour
V36	Pick-Up Truck (Crew Cab 1 Ton)	$16.00	per hour
V37	Pick-up Truck (4 Wheel Drive)	$18.00	per hour
V38	1 Ton Flatbed	$22.00	per hour
V39	1 Ton Flatbed (Crew Cab)	$20.00	per hour
V40	1 Ton Flatbed (4 Wheel Drive)	$22.00	per hour
V41	1 Ton Flatbed (Crew Cab/4 Wheel Drive)	$27.00	per hour
V42	Sport Utility Vehicle	$22.00	per hour
V43	ATV Vehicles	$32.00	per hour
V44	Crew Van	$16.00	per hour
V45	Passenger Sedan	$14.00	per hour
V46	Box Truck (16' to 24')	$32.00	per hour
V47	Box Truck (10' to 15')	$22.00	per hour
V48	Cube Van	$18.00	per hour
V49	Dump Truck	$46.00	per hour
V50	Box Trailer	$10.00	per hour
V51	High Pressure Type C Compressor & Trailer	$77.00	per hour
V52	Ventilation/Decontamination Trailer	$200.00	per hour
V53	Fire Truck	$250.00	per hour
V54	UTV	$93.00	per hour
V55	Crane Truck	$225.00	per hour
V56	Vehicle Use - Pick-Ups, Vans, Cars	$0.50	per mile
V57	Vehicle Use – Large Trucks	$1.87	per mile
V58	Decontamination Charge	Cost + 10%	
V59	Miscellaneous Rentals	Cost + 10%	
BOATS AND MARINE EQUIPMENT			
B1	21 Ft. Seacat - (Twin Screw)	$90.00	per hour
B2	Sea Doo	$70.00	per hour
B3	Workboat (50' - 59')	$250.00	per hour
B4	Workboat (40' - 49')	$220.00	per hour
B5	Workboat (30' - 39')	$175.00	per hour
B6	Workboat (20' - 29')	$57.00	per hour
B7	Workboat (17' - 19')	$34.00	per hour
B8	Workboat (12' - 16')	$32.00	per hour

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EXHIBIT A - TIME AND MATERIALS RATE SCHEDULE

B9	Workboat (up to 12')	$12.00	per hour
B10	Boat Motor (15 - 30 HP)	$20.00	per hour
B11	Boat Motor (31 - 50 HP)	$40.00	per hour
B12	Boat Motor (51 - 100 HP)	$60.00	per hour
B13	Boat Motor (101 - 150 HP)	$80.00	per hour
B14	Boat Motor (151 - 200 HP)	$100.00	per hour
B15	Boat Motor (201 - 250 HP)	$120.00	per hour
B16	OSRV 65' Crew Workboat	$350.00	per hour
B17	Anchor (10 - 100 lb.)	$5.00	per hour
HEAVY EQUIPMENT			
HEQ1	Backhoe 416B *or equivalent*	$35.00	per hour
HEQ2	Backhoe 416B - Extend-A-Hoe/4-in-one Bucket *or equivalent*	$44.00	per hour
HEQ3	Backhoe 416B - 4WD Extend-A-Hoe/4-in-one Bucket *or equivalent*	$50.00	per hour
HEQ4	Backhoe 416C IT *or equivalent*	$55.00	per hour
HEQ5	Bobcat *or equivalent*	$32.50	per hour
HEQ6	Bobcat Sweeper Attachment (when rented with Bobcat) *or equivalent*	$8.00	per hour
HEQ7	Bobcat Sweeper Brush Wear in addition to Sweeper Rental	$150.00	per inch diameter
HEQ8	Bobcat Fork Attachment *or equivalent* (when rented with Bobcat)	$9.00	per hour
HEQ9	Bobcat Trailer *or equivalent* (when rented with Bobcat)	$10.00	per hour
HEQ10	5000-Lb Forklift – All Terrain 4 x 4	$60.00	per hour
HEQ11	Forklift – Telescopic Boom Material Handler	$50.00	per hour
HEQ12	1/2 Yard Skid Steer	$50.00	per hour
HEQ13	JD 544 Rubber Tire Loader *or equivalent*	$68.00	per hour
HEQ14	JD 644 Rubber Tire Loader *or equivalent*	$92.00	per hour
HEQ15	JD 744 Rubber Tire Loader *or equivalent*	$156.00	per hour
HEQ16	CAT 943 Track Loader *or equivalent*	$59.00	per hour
HEQ17	CAT 953 Track Loader *or equivalent*	$89.00	per hour
HEQ18	CAT 963 Track Loader *or equivalent*	$105.00	per hour
HEQ19	Mini Excavator	$42.00	per hour
HEQ20	PC 150 Excavator *or equivalent*	$78.00	per hour
HEQ21	PC 220 Excavator *or equivalent*	$117.00	per hour
HEQ22	PC 300 Excavator *or equivalent*	$130.00	per hour
HEQ23	D4 Bulldozer *or equivalent*	$69.00	per hour
HEQ24	D5 Bulldozer *or equivalent*	$78.00	per hour
HEQ25	D6 Bulldozer *or equivalent*	$111.00	per hour
HEQ26	Hydraulic Drum/Claw Grappler	$48.00	per hour
HEQ27	Double Barrel Fork Lift Grappler	$10.00	per hour
HEQ28	Hydraulic Shears 490 Ton	$165.00	per hour
HEQ29	Hydraulic Shears 200 Ton	$81.00	per hour
HEQ30	Hydraulic Ho-Ram 215/330	$35.00	per hour
HEQ31	Hydraulic Ho-Ram 580	$19.00	per hour
HEQ32	Hydraulic Ho Ram Bobcat	$13.00	per hour
HEQ33	Hydraulic Power Pack	$115.00	per hour

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HEQ34	Man Lift - Scissor to 26'	$27.00	per hour
HEQ35	Man Lift - Snorkel to 40'	$44.00	per hour
HEQ36	Drill Rig - Mobile B47	$260.00	per hour
HEQ37	Drill Rig - Mobile B53, 4WD	$330.00	per hour
HEQ38	Geoprobe Direct Push Sampler	$240.00	per hour
HEQ39	Pressure Grouting Machine	$260.00	per hour
HEQ40	Beach Tech 2000	$345.00	per hour
HEQ41	Beach Tech 3000	$428.00	per hour
HEQ42	Farm Tractor (< 50 HP)	$55.00	per hour
HEQ43	Farm Tractor (50 - 90 HP)	$75.00	per hour
HEQ44	Farm Tractor (91 - 150 HP)	$120.00	per hour
HEQ45	Brush Hog	$30.00	per hour
HEQ46	Maintenance & Mobilization	Cost + 10%	
RECOVERY / TREATMENT / STORAGE EQUIPMENT			
R1	72" Barrel Skimmer	$182.00	per hour
R2	36" Barrel Skimmer	$100.00	per hour
R3	Manta Ray Skimmer	$68.00	per hour
R4	Duck Bill Skimmer	$37.00	per hour
R5	High Speed Weir Skimmer 450 HP	$150.00	per hour
R6	Oil Mop w/100' x 4" Mop	$59.00	per hour
R7	Oil Recovery System Scavenger	$19.00	per hour
R8	Up to 17" Containment Boom (per foot)	$0.28	per hour
R9	18" Containment Boom (per foot)	$0.35	per hour
R10	Shower Filtration Pump	$6.00	per hour
R11	Centrifugal Pump	$40.00	per hour + REBUILD
R12	Pneumatic Pump	$44.00	per hour + REBUILD
R13	B-K Hand Pump	$9.00	per hour + REBUILD
R14	GrandFos 2" Redi-flo Pump	$18.00	per hour + REBUILD
R15	1" Electric Pump	$8.00	per hour + REBUILD
R16	1" Polypropylene Pump	$16.00	per hour + REBUILD
R17	1-1/2" Double Diaphragm Pump	$29.00	per hour + REBUILD
R18	Submersible (2") Pump	$37.00	per hour + REBUILD
R19	2" Viton Pump	$44.00	per hour + REBUILD
R20	2" Stainless Steel Diaphragm Pump	$31.00	per hour + REBUILD
R21	2" Diaphragm Pump	$31.00	per hour + REBUILD
R22	2" Trash Pump	$24.00	per hour + REBUILD
R23	3" Diaphragm Pump	$35.00	per hour + REBUILD
R24	3" Stainless Steel Pump	$38.00	per hour + REBUILD
R25	3" Trash Pump	$28.00	per hour + REBUILD
R26	4" Trash Pump	$35.00	per hour + REBUILD
R27	4" Diaphragm Pump	$38.00	per hour + REBUILD
R28	PVC Siphon Pump	$10.00	per hour + REBUILD
R29	Corken Pump	$107.00	per hour + REBUILD
R30	Rotary Vain Pump (3")	$82.00	per hour + REBUILD
R31	¾" – 1" Acid Hose	$2.78	per foot per hour
R32	Air Tool Hose	$0.20	per foot per hour
R33	Industrial Water Hose	$0.12	per foot per hour

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R34	Fire Hose	$1.38	per foot per hour
R35	2" Discharge Hose	$0.41	per foot per hour
R36	3" Discharge Hose	$0.70	per foot per hour
R37	2" Chemical Suction Hose	$3.30	per foot per hour
R38	3" Chemical Suction Hose	$5.22	per foot per hour
R39	2" Reg. Suction Hose	$0.83	per foot per hour
R40	3" Reg. Suction Hose	$1.26	per foot per hour
R41	4"/6" Reg. Suction Hose	$1.95	per foot per hour
R42	4"/6" Chemical Suction Hose	$6.50	per foot per hour
R43	Flex Vacuum Hose (Up to 6" diameter)	$0.57	per foot per hour
R44	6" Aluminum Vacuum Pipe	$1.70	per foot per hour
R45	6" Aluminum Fittings (90's, 45's, etc.)	$5.75	per hour
R46	6" Aluminum Wye's	$13.25	per hour
R47	Hydraulic Hose	$1.00	per foot per hour
R48	Steam Hose	$4.50	per foot per hour
R49	Anhydrous Ammonia Hose	$6.76	per foot per hour
R50	Liquefied Petroleum Gas Hose	$5.00	per foot per hour
R51	Monel/Chlorine Hose	$11.00	per foot per hour
R52	Polyethylene, Cross Link Hose	$2.88	per foot per hour
R53	Teflon, Rubber Jacketed Hose	$7.50	per foot per hour
R54	Teflon, Stainless Steel Wrapped Hose (1")	$7.50	per foot per hour
R55	Teflon, Stainless Steel Wrapped Hose (2")	$10.50	per foot per hour
R56	Stainless Steel Transfer Hose (2")	$4.12	per foot per hour
R57	Stainless Steel Transfer Hose (1")	$3.50	per foot per hour
R58	Truck Mounted Compressor	$22.00	per hour
R59	10 – 15 CFM Air Compressor	$17.00	per hour
R60	125 CFM Air Compressor	$18.00	per hour
R61	185 CFM Air Compressor	$21.00	per hour
R62	375 CFM Air Compressor	$30.00	per hour
R63	825 CFM Compressor	$54.00	per hour
R64	Corken Compressor	$137.00	per hour + REBUILD
R65	Boiler (up to 40 HP)	$100.00	per hour
R66	Boiler (40 - 75 HP)	$180.00	per hour
R67	Digital Tachometer	$3.00	per hour
R68	Standard Fittings Charge for Transfer	$69.00	per hour
R69	Inert Purging System (nitrogen not included)	$27.00	per hour
R70	Betts Emergency Unloading Fixture	$96.00	per hour
R71	Holding Pool 10K (w/o Liner)	$30.00	per hour
R72	Holding Pool 50K (w/o Liner)	$56.00	per hour
R73	Flash Mixer	$8.00	per hour
R74	Fuel Cell (50 Gal.)	$10.00	per hour
R75	Poly/Steel Tank 250 to 500 Gal.	$7.00	per hour
R76	Poly Tote 250 to 350 Gal.	$18.00	per hour
R77	Poly Tank 501 to 1,000 Gal.	$13.00	per hour
R78	Poly Tank 1,001 to 2,000 Gal.	$19.00	per hour
R79	Poly Tank 2,001 to 2,500 Gal.	$28.00	per hour
R80	Poly Tank 2,501 to 5,000 Gal.	$50.00	per hour
R81	21,000 Gallon Frac Tank	$13.00	per hour

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EXHIBIT A - TIME AND MATERIALS RATE SCHEDULE

R82	21,000 Gallon Frac Tank Stainless	$31.00	per hour
R83	Roll Off Box	$5.00	per hour
R84	Sludge Box	$6.00	per hour
R85	Hazwaste Box	$9.00	per hour
R86	Vacuum Box	$10.00	per hour
R87	Drum Vacuum - single head	$32.00	per hour
R88	Drum Vacuum - dual head	$38.00	per hour
R89	Mixing Bucket Attachment	$65.00	per hour
R90	Mobile Groundwater Treatment Unit	$190.00	per hour
R91	Mobile Liquid Ring Groundwater Treatment Unit	$275.00	per hour
R92	Oil Water Separator (10 GPM)	$95.00	per hour
R93	2" Portable Bag Filter (100 GPM)	$180.00	per hour
R94	Carbon Filter (800 - 1,200 lb.)	$130.00	per hour
R95	Carbon Filter (400 lb.)	$95.00	per hour
R96	Carbon Filter (200 lb.)	$75.00	per hour
R97	Haz Hammock	$55.00	per hour
R98	Skim Pack	$80.00	per hour
R99	Brush Skimmer	$125.00	per hour
R100	Hose & Equipment, Cleaning, Repair	Cost + 10%	
MISCELLANEOUS EQUIPMENT			
ME1	Tent	$28.00	per hour
ME2	Portable Light Stand	$37.00	per hour
ME3	Intrinsically Safe Light	$18.00	per hour
ME4	Light Plant	$38.00	per hour
ME5	Water Heater	$9.00	per hour
ME6	Space Heater	$12.00	per hour
ME7	Pipe Threader/Tripart Pipe Stand/Roller Stand	$47.00	per hour
ME8	Portable Lights	$5.00	per hour
ME9	Water Cooler	$2.00	per hour
ME10	Safety Fence	$1.00	per foot per hour
ME11	Air Tank	$2.00	per hour
ME12	Drain Pan	$2.00	per hour
ME13	Pump Sprayer	$5.00	per hour
ME14	Mop Bucket	$3.00	per hour
ME15	Drill	$5.00	per hour
ME16	Sawzall	$5.00	per hour
ME17	Pig Tail	$4.00	per hour
ME18	Sand Blaster	$19.00	per hour
ME19	350 AMP Welder	$45.00	per hour
ME20	Cutting Torch	$3.00	per hour
ME21	GFCI Plugs	$4.00	per hour
ME22	GFI Circuit Panel Boards	$16.00	per hour
ME23	Battery Charger	$8.00	per hour
ME24	Generator - Up to 5 KW	$27.00	per hour
ME25	Generator - 6-30 KW	$45.00	per hour
ME26	Generator - 30-50 KW	$60.00	per hour
ME27	Generator - 51-100 KW	$75.00	per hour
ME28	Extension Cords (Each)	$3.00	per hour

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EXHIBIT A - TIME AND MATERIALS RATE SCHEDULE

ME29	Grounding Cable & Rod (Each)	$10.00	per hour
ME30	Airless Sprayer - Standard	$10.00	per hour
ME31	Airless Sprayer - 30 to 1	$22.00	per hour
ME32	Airless Sprayer - 45 to 1	$29.00	per hour
ME33	Steam Cleaner	$41.00	per hour
ME34	Pressure Cleaner – 2,500 psi	$48.00	per hour
ME35	Hot Water Pressure Washer 3,000/4,000 psi	$53.00	per hour
ME36	High Pressure Washer - 10,000 psi (28 gal/min)	$110.00	per hour
ME37	High Pressure Washer - 10,000 psi (70 gal/min)	$148.00	per hour
ME38	Scaffolding & Rigging (Per Section)	$7.00	per hour
ME39	Air Blower	$4.00	per hour
ME40	Roof Saw	$34.00	per hour
ME41	Chain Saw	$15.00	per hour
ME42	Skill Saw	$6.00	per hour
ME43	Cut Off Saw	$34.00	per hour
ME44	Weedeater	$6.00	per hour
ME45	Power Broom - Handheld	$40.00	per hour
ME46	Street Broom - Ride On 8'	$60.00	per hour
ME47	Sod Cutter	$12.00	per hour
ME48	Mechanical Tamper	$50.00	per hour
ME49	Wind Resistant DOT Sign Stand	$12.00	per hour
ME50	Lane Closure Sign	$4.00	per hour
ME51	DOT Barrel with Base	$2.00	per hour
ME52	36" DOT Traffic Cone	$1.50	per hour
ME53	Stop/Slow Hand Held Sign	$1.00	per hour
ME54	Traffic Flags	$1.00	per hour
ME55	Triangle Reflector	$1.00	per hour
ME56	Ventilator	$20.00	per hour
ME57	Triangle Flare Kit	$2.00	per hour
ME58	Drum Wrench	$2.00	per hour
ME59	Infrared VAT Machine	$20.00	per hour
ME60	Concrete Saw (Walk Behind)	$22.00	per hour
ME61	Shop Vac	$3.00	per hour
ME62	Mercury Vac	$35.00	per hour
ME63	HEPA Vac	$22.00	per hour
ME64	Back Vac	$11.00	per hour
ME65	AFD/Negative Air Machine (w/o Filters)	$19.00	per hour
ME66	Non-Sparking Tool Set (Reconditioning Additional, if required)	$38.00	per hour
ME67	Tanker Tapping Kit	$41.00	per hour
ME68	Dome Clamps (Each)	$8.00	per hour
ME69	Midland Kit	$195.00	per hour
ME70	"A", "B", or "C" Kit	$135.00	per hour
ME71	Tank Cleaning Nozzles 2"	$18.00	per hour
ME72	Tank Cutter	$5.00	per hour
ME73	Demolition Hammer	$32.00	per hour
ME74	Floor Scrubber	$12.00	per hour
ME75	Inert Gas Powered Tools (Each)	$41.00	per hour

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EXHIBIT A - TIME AND MATERIALS RATE SCHEDULE

ME76	Air Tools (Each)	$6.00	per hour
ME77	Debris Cart	$4.00	per hour
ME78	Wheelbarrow	$2.00	per hour
ME79	Pallet Jack	$12.00	per hour
ME80	Step Ladders	$2.00	per hour
ME81	Extension Ladders	$6.00	per hour
ME82	Quick Frame II	$850.00	per hour
ME83	Quick Frame III	$1,275.00	per hour
ME84	Pro Mag VI	$3,300.00	per hour
ME85	Fuel Cans	$2.00	per hour
ME86	Blast Protection Shield	$32.00	per hour
ME87	Cylinder Containment Device	$200.00	per hour
ME88	Cylinder Tapping Device	$400.00	per hour
ME89	Drum Dolly	$6.00	per hour
ME90	Drum Lifter	$7.00	per hour
ME91	Drum Opener (Remote)	$63.00	per hour
ME92	Drum Sling	$9.00	per hour
ME93	Drum Hoist	$8.00	per hour
ME94	Portable Shower	$9.00	per hour
ME95	Portable Latrine	$12.00	per hour
ME96	Rotary Brush & Air Wash System	$27.00	per hour
ME97	Carpet Extractor (4 Gallon)	$22.00	per hour
ME98	Air Mover Fan	$9.00	per hour
ME99	Wall Drying Device	$34.00	per hour
ME100	Dehumidifier	$26.00	per hour
ME101	Air Scrubber (Filters not included)	$47.00	per hour
ME102	Fire Extinguisher	$5.00	per hour
ME103	Field/Brush Mower	$23.00	per hour
ME104	Miscellaneous	Cost + 10%	
MATERIALS/DISPOSABLES			
M1	Sandblasting Sand (50 Lb.)	$32.00	each
M2	Filtration Sand (No. 20)	$25.00	each
M3	Carbon GAX (40 - 50 Lb. Bag)	$240.00	each
M4	Oil Pillows	$9.00	each
M5	Kwik Clean Sorbent	$42.00	bag
M6	Oil Snare on Rope	$110.00	each
M7	Oil Snare	$96.00	each
M8	Absorbent Roll	$220.00	each
M9	Absorbent Sweep	$140.00	bale
M10	Absorbent Clay (50 Lb.)	$15.00	each
M11	Citric Acid (50 Lb.)	$153.00	each
M12	Hydrochloric Acid	$4.25	gallon
M13	Lime (Bag)	$20.00	each
M14	Lime, Posi/Kiln (Drum)	$240.00	each
M15	Oil Dry (Bag)	$10.00	each
M16	Vermiculite (Bag)	$22.00	each
M17	Soda Ash (50 Lb. Bag)	$45.00	each

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EXHIBIT A - TIME AND MATERIALS RATE SCHEDULE

M18	Sodium Hypochlorite Solution, 15%	$9.50	gallon
M19	Sulfamic Acid (50 Lb.)	$57.00	bag
M20	Sulfur Powder	$79.00	bag
M21	Oil Gator (30 Lb. Bag)	$50.00	each
M22	Sphag – Oil Sorb (Bag)	$32.00	each
M23	Acid Gator (25 Lb. Bag)	$47.00	each
M24	Gator Wash/Shure Solve/Citra Solve	$45.00	gallon
M25	Stabilizers & Inhibitors	$35.00	gallon
M26	12 x 16 Tarp	$35.00	each
M27	Caution Tape	$32.00	each
M28	Decon Chamber	$260.00	each
M29	Decon Pod 35 Gal.	$79.00	each
M30	Decon Pool 100 Gal.	$118.00	each
M31	Towels	$8.00	each
M32	Spray Adhesive	$17.00	each
M33	Encapsulant (Gallon)	$18.00	each
M34	Mastic Remover (Gallon)	$18.00	each
M35	Glovebag	$27.00	each
M36	Asbestos Bag Printed - 6 Mil	$4.00	each
M37	Trash Bag	$2.00	each
M38	Detergent	$9.00	each
M39	Cotton Rags (per pound)	$3.00	each
M40	Acid Socks	$40.00	each
M41	Petroleum Socks	$20.00	each
M42	3" x 4" Mini-Boom	$75.00	each
M43	Absorbent Pads – Chemical	$15.00	each
M44	Trash Can	$28.00	each
M45	5 Gallon Bucket	$10.00	each
M46	5 Gallon Biohazard Disposal Package	$245.00	each
M47	610 Polyethylene	$75.00	each
M48	420 Polyethylene	$60.00	each
M49	620 Polyethylene	$165.00	each
M50	1020 Polyethylene	$175.00	each
M51	10,000 Gallon PVC Pool Liners	$370.00	each
M52	25,000 Gallon PVC Pool Liners	$792.00	each
M53	50,000 Gallon PVC Pool Liners	$1,074.00	each
M54	Poly Bags - 6 Mil	$3.00	each
M55	Duct Tape	$7.00	each
M56	DOT & Hazardous Waste Labels	$5.00	each
M57	Cubic Yard Box	$108.00	each
M58	Cubic Yard Box Liner	$68.00	each
M59	Fluorescent Tube Box 4'	$36.00	each
M60	Fluorescent Tube Box 8'	$39.00	each
M61	Flex Pack Cubic Yard	$167.00	each
M62	55 Gallon Drum Liners - 10 Mil	$6.00	each
M63	Roll Off Liners	$75.00	each
M64	17H/E 55 Gallon Drums	$95.00	each
M65	17H/E 55 Gallon - Reconditioned Drums	$65.00	each

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EXHIBIT A - TIME AND MATERIALS RATE SCHEDULE

M66	Fiber Drums - 5 Gallons	$54.00	each
M67	Fiber Drums – 30 to 40 Gallons	$65.00	each
M68	15 Gallon Poly/Steel Drums	$55.00	each
M69	20 Gallon Poly/Steel Drums	$45.00	each
M70	30 Gallon Poly/Steel Drums	$71.00	each
M71	55 Gallon Poly Drums	$80.00	each
M72	85 Gallon Recovery Drums - Steel	$226.00	each
M73	95 Gallon Recovery Drums - Plastic	$285.00	each
M74	Drum Sucker, PVC, 2"	$81.00	each
M75	Absorbent Boom - Disposable - 4"	$90.00	each
M76	Absorbent Boom - Disposable - 5"	$214.00	each
M77	Absorbent Boom - Disposable - 8"	$176.00	each
M78	Absorbent Pads (Bundle)	$125.00	each
M79	50 Micron Filters	$10.00	each
M80	25 Micron Filters	$11.00	each
M81	5 Micron Filters	$25.00	each
M82	Cloth Gloves	$4.50	each
M83	Neoprene Gloves	$14.00	each
M84	Leather Work Gloves (Pair)	$21.00	each
M85	Cotton Glove Liner (Pair)	$3.50	each
M86	Natural Rubber Gloves (Pair)	$41.00	each
M87	Nitrile Gloves (Pair)	$19.50	each
M88	Silver Shield Gloves (Pair)	$37.00	each
M89	Latex Gloves (Pair)	$1.00	each
M90	Butyl Gloves	$40.00	each
M91	PVC or PVA Gloves	$40.00	each
M92	Nomex Gloves	$112.00	each
M93	Acid Suits	$165.00	each
M94	Polypropylene Suit	$7.00	each
M95	Coated Tyvek Suit	$14.00	each
M96	Tyvek Suit	$11.50	each
M97	Level A Suits	$1,100.00	each
M98	Level B Suits	$435.00	each
M99	CPF2 Bonded Suit	$8.50	each
M100	CPF2 Taped Suit	$39.00	each
M101	Saranex/with hoods	$28.00	each
M102	Saranex/without hoods	$22.00	each
M103	Latex Over-Boots	$7.50	each
M104	Boot Covers	$6.25	each
M105	Fire Extinguisher - Recharge	$40.00	each
M106	CO_2 Bottle Recharge	$30.00	each
M107	Hazard Tape (Roll)	$35.00	each
M108	Plug & Patch Kit	$95.00	each
M109	Wood Plug Kit	$75.00	each
M110	SP3 Cartridges	$15.00	each
M111	OVP 100 Cartridges	$18.00	each
M112	P100 Dust/Mist Respirator Filter	$27.00	pair
M113	Combination Cartridges	$22.00	each

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EXHIBIT A - TIME AND MATERIALS RATE SCHEDULE

M114	Acid Gas Cartridges	$19.00	each
M115	CL/MV Cartridges	$20.00	each
M116	Mercury Cartridges	$32.00	each
M117	Mersorb, P-100	$47.00	each
M118	HEPA Vacuum Bags	$275.00	each
M119	Primary AFD Filters	$5.00	each
M120	Secondary AFD Filters	$10.00	each
M121	HEPA AFD Filters	$150.00	each
M122	Splash Shields	$6.00	each
M123	Caution Signage	$2.00	each
M124	Batteries	$2.00	each
M125	Decontamination Pools	$25.00	each
M126	Decontamination Tool Drop Pools	$5.00	each
M127	Decontamination Brushes	$6.00	each
M128	Silicone Sealant (Tube)	$4.75	each
M129	Liquid Nails (Tube)	$4.50	each
M130	Butyl Sealant (Tube)	$5.50	each
M131	Mold & Mildew Spray Protectant (5 Gallons)	$150.00	each
M132	Disinfectant Cleaner (5 Gallons)	$70.00	each
M133	Evaporator Coil Cleaner	$68.00	per gallon
M134	Biosolve	$75.00	per gallon
M135	Microblaze	$77.00	per gallon
M136	Duct Liner Adhesive / Insulation Sealer (5 Gallons)	$270.00	each
M137	Fungicidal Protective Coating (5 Gallons)	$380.00	each
M138	Bioremediation Accelerator	$16.00	per pound
M139	Rupture Discs - General	$60.00	each
M140	Rupture Disc – 2.5" ICD	$144.00	each
M141	Rupture Disc – 3" ICD	$167.00	each
M142	Safety Glasses (Replacement)	$20.00	each
M143	Goggles/Face Shield	$28.00	each
M144	Chemical Classifier Strip	$27.00	each
M145	EPDM Nozzle Gasket (18" – 20")	$75.00	each
M146	Viton Nozzle Gasket (18" – 20")	$260.00	each
M147	Manway Gasket	$375.00	each
M148	pH Paper	$24.00	per package
M149	Sample Container	$3.00	per hour
M150	Monitoring Cassettes	$16.00	each
M151	Coliwasa Tubes	$23.00	each
M152	1 Quart Sample Container Kit	$2.00	per hour
M153	Detector Tubes	$75.00	each
M154	Personnel Monitoring Badges (per contaminant)	$100.00	each
M155	Swipe Sample Collection Kit	$420.00	each
M156	Smart Ticket	$190.00	each
M157	Half-Face Negative Pressure Respirator *(w/o cartridges)*	$30.00	each
M158	Full-Face Negative Pressure Respirator *(w/o cartridges)*	$210.00	each
M159	Powered Air Purifying Respirator	$300.00	each
M160	Mercury Spill Kit	$185.00	each
M161	Miscellaneous	Cost + 10%	

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EXHIBIT A - TIME AND MATERIALS RATE SCHEDULE

MONITORING/SAMPLING EQUIPMENT AND MATERIALS			
M/SE1	PID Meter	$24.00	per hour
M/SE2	Portacount	$45.00	per hour
M/SE3	Audio Dosimeter	$17.00	per hour
M/SE4	Rotometer	$12.00	per hour
M/SE5	Monometer	$16.00	per hour
M/SE6	Soil Sample Kit	$20.00	per hour
M/SE7	Level A Suit Test Kit	$29.00	per hour
M/SE8	Sample Cooler	$4.00	per hour
M/SE9	Area Monitors (each)	$10.00	per hour
M/SE10	Chemical Guidance Manuals	$4.00	per hour
M/SE11	Hand Auger Stainless Steel	$5.00	per hour
M/SE12	Sludge Sampler	$5.00	per hour
M/SE13	Scales	$3.00	per hour
M/SE14	pH, SC Probes, Meter	$5.00	per hour
M/SE15	Water Level Indicator	$2.00	per hour
M/SE16	Pressure Transducer – week minimum	$600.00	per week
M/SE17	Data Logger - minimum 4 day rental	$140.00	per day
M/SE18	Toxic Gas Detectors (Individual Gas)	$9.00	per hour
M/SE19	Free Product Probe	$4.00	per hour
M/SE20	Automatic Sampler	$44.00	per hour
M/SE21	Surveying Equipment	$19.00	per hour
M/SE22	Sampler Pans (Stainless Steel)	$2.00	per hour
M/SE23	Tank Sampling Device	$9.00	per hour
M/SE24	Personnel Air Sampling Pumps (Low & Medium Flow)	$8.00	per hour
M/SE25	High Volume Air Sampling Pump	$20.00	per hour
M/SE26	Sample Pump Calibrator	$11.00	per hour
M/SE27	Oxygen Detector	$9.00	per hour
M/SE28	Explosion Meter	$9.00	per hour
M/SE29	Drager Pump	$6.00	per hour
M/SE30	Mono-Tox Detector	$16.00	per hour
M/SE31	4 Gas Meter	$36.00	per hour
M/SE32	Hazardous Characterization Kit	$245.00	per test
M/SE33	Photographic Equipment (Plus Film & Development)	$27.00	per day
M/SE34	GPS Unit	$9.00	per hour
M/SE35	Weather Station	$6.00	per hour
M/SE36	Binoculars	$6.00	per hour
M/SE37	PID w/3 Gas Meter	$51.00	per hour
M/SE38	Radiation "Pancake" Meter	$27.00	per hour
M/SE39	Chlorine Monitor	$16.00	per hour
M/SE40	Mercury Monitor	$75.00	per hour
M/SE41	Heat Stress Monitor – WBGT	$33.00	per hour
M/SE42	HAZMAT Drager CMS Monitor	$50.00	per hour
M/SE43	IAQ Anderson 6 stage impactor	$32.00	per hour
M/SE44	IAQ, CO, O_2, Temperature, RH Monitor	$32.00	per hour
M/SE45	FID Meter	$31.00	per hour
M/SE46	Organic Vapor Analyzer	$27.00	per hour

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EXHIBIT A - TIME AND MATERIALS RATE SCHEDULE

M/SE47	Ground Field Resistance Meter	$38.00	per hour
M/SE48	Infrared Non Contact Thermometer	$11.00	per hour
M/SE49	TestNet Equipment	$275.00	per hour
COMMUNICATIONS EQUIPMENT			
C1	Portable Computer	$8.00	per hour
C2	Field Printer	$4.00	per hour
C3	Intrinsically Safe Communication Radios	$11.00	per hour
C4	Portable Communication Radios	$4.00	per hour
C5	Response Cellular Phones (Each)	$8.00	per hour
C6	Mobile Broadband Access Unit	$312.50	per hour
C7	Wireless Enabled Computer	$25.00	per hour
C8	Satellite Communications Unit	$687.50	per hour
C9	Remote Surveillance PTZ Camera	$81.25	per hour
C10	Digital Video Recorder	$150.00	per hour
C11	Video Camera	$23.00	per hour
C12	Internet Protocol Telephone	$18.75	per hour
DISPOSAL			
D1	Drum Storage (Each)	$25.00	per day
D2	Non-Haz Solids Disposal	$185.00	per drum
D3	Non-Haz Solids Disposal	$60.00	per ton
D4	Non Haz Liquids Disposal	$0.80	per gallon
D5	Non-Haz Sludge Disposal	$225.00	per ton
D6	Waste Transportation	Cost + 10%	
D7	Miscellaneous Non-Haz Disposal	Cost + 10%	
D8	Hazardous Waste Disposal	Cost + 10%	
FUEL CHARGES			
F1	Fuel Surcharge	In Accordance With Paragraph 19 of the Reimbursement Terms & Conditions	
SUBCONTRACTORS			
S1	Subcontractors	Cost + 10%	
INSURANCE AND BONDING			
I1	Performance Bonds (if required)	4% of All Costs	
I2	Liability Insurance/Pollution Liability (Hazardous Materials and/or Emergency Response)	6% of All Costs	
I3	Liability Insurance (Asbestos, Lead, or Insulation	4% of All Costs	

Reimbursement Terms and Conditions

Reimbursement terms and conditions shall be as set forth in the Reimbursement Terms and Conditions for Time and Materials Contracts attached hereto and incorporated herein by reference.

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REIMBURSEMENT TERMS AND CONDITIONS FOR TIME AND MATERIALS CONTRACTS

All listed unit rates for labor categories and equipment items in HEPACO's Time and Materials Rate Schedule shall apply whenever such labor and/or equipment are required by the nature of the work, or by the Client, to be either in direct use or available for use. All charges are on a "portal-to-portal" basis from our office and/or equipment, vehicle, and personnel dispatch points. Specific terms and conditions for reimbursement of direct job costs are discussed below.

1. Mobilization/Demobilization

Rolling stock equipment (i.e., vehicles and trailers) and direct labor are charged to the project on a "portal-to-portal" basis. Also, all direct expenses associated with mobilization or demobilization, such as those incurred for crane rental or supply shipment, are billed directly to the Client, plus HEPACO's standard mark-up as shown on the Time and Materials Rate Schedule.

2. Per Diem

HEPACO pays each of its field workers a per diem when he or she is involved in job-related work and travels more than 50 miles from his or her work base. Full per diem covers breakfast, lunch, dinner, laundry, and incidental expenses.

3. Lodging Costs

HEPACO always seeks the most reasonably priced, practical lodging accommodations for its field crews. HEPACO crews are usually lodged two per room, except when accommodations for gender are required or in special circumstances approved by the Client. Supervisors, Project Managers, and other Senior Managers are lodged one per room. The Client is billed directly for all lodging costs plus HEPACO's standard mark-up as shown on the Time and Materials Rate Schedule.

4. Premium Rates

Time-and-one-half on Saturdays, before 7:00 A.M. or after 4:00 P.M., and/or after employee has exceeded 40 hours or if transferred from another location. Holiday rates apply on Sundays and all legal holidays. Minimum of 4 hours per employee plus the daily rate (8 hour minimum) per vehicle and/or related equipment call out charge.

5. Materials and Expenses

HEPACO charges for inventoried itemized materials at the rates listed on the Time and Materials Rate Schedule based upon current market conditions. If market conditions fluctuate and the prices of expendable items increase, HEPACO will invoice for such items on a Cost Plus ten percent (10%) basis. Materials not generally obtained from inventory and not itemized on the Time and Materials Rate Schedule but purchased for the work are billed at their direct cost plus the mark-up shown on the Time and Materials Rate Schedule. Likewise, all direct expenses not itemized on the rate schedule but incurred as part of the work, such as subcontracted services, are billed at cost plus the listed mark-up. Insurance and Bonding is billed as shown on the Time and Materials Rate Schedule under Insurance and Bonding.

6. Stand-By

HEPACO guarantees a minimum of 40 hours pay per week to its non-exempt employees when they are assigned to, and present on, a project. Therefore, labor stand-by due to adverse weather conditions or to delays incurred through no fault of HEPACO or its subcontractors will result in labor charges at Straight Time Rates for all stand-by hours up to 8 hours per day and 40 hours per week per worker. In addition, stand-by hours shall accrue toward overtime charges in the same manner as straight time work (see Item 4). During such periods, HEPACO may at its own discretion, demobilize workers if no adverse effect on job performance is caused. In such cases, the Client shall not be further charged for stand-by costs of such workers. The Client may request that workers by demobilized, but in such cases shall be responsible for demobilization costs and remobilization costs if required to properly conduct the project.

7. Project Management Charges

HEPACO assigns a Project/Response Manager to every project. HEPACO's Project/Response Managers are experienced professionals who are responsible for directing HEPACO field supervisors, obligating company resources to a project, and providing technical guidance to projects. Clients are billed for reasonable time and expense spent or incurred by the Project/Response Managers due to periodic site visits, Client-requested meetings, and other activities deemed necessary to assure a properly run project. Additional Project/Response Managers or supervisory personnel may be assigned as deemed necessary by HEPACO.

8. HEPACO Personnel

HEPACO personnel will be billed to the contract for the time required to mobilize, service, repair, coordinate, administer, demobilize, and restock all vehicles and equipment used in the performance of the contract (whether performed on or off site). These rates apply to HEPACO personnel and all personnel supervised on the project by HEPACO or its affiliates, whether HEPACO employees, HEPACO subsidiaries, or leased or temporary labor. Travel time for personnel shall be billed at the corresponding rate in the Time and Materials Rate Schedule. To ensure proper hydration, ice, water, and beverages will be provided to site personnel at a charge of $12.00 per day per person. This will appear as "Hydration Charge" on the invoice.

In the event any personnel scheduled above are engaged to provide testimony in any court, arbitration, or administrative proceeding, the rate for such person while testif ying either at a deposition or he aring shall be two (2) times th e hourly rate specified in the Time and Materials Rate Schedule.

9. Terms of Payment

Net 30 days.

10. Small Tools

Specialty tools or hardware purchased for job specific tasks which are not itemized on the HEPACO Time and Materials Rate Schedule shall be billed at cost plus ten percent (10%).

11. Permits and Access

Client shall secure and pay for all necessary approvals, easements, orders, assessments, permits, and charges required for the Work to be performed and for HEPACO to have legal ac cess to the Project Site. Any right-of-way provided by Client to/from the most conv enient public way shall be sufficient to bear the weight of HEPACO's equipment and vehicles reasonably required to perform the Work. Client, and not HEPACO, shall be responsible for any changes required to be made to any private pavement or accompanying subsurface of any route used in the Work, and for repairs to ro adways and right-of-way caused by normal wear and tear dur ing the performance of the Work. Contractor shall be entitled to re imbursement for any costs incurred as a result of encumbrances, conditions different from the conditions described by the client or diffe ring substantially from what would normally be encountered in performing work under this agreement. These costs, if any, will be invoiced at cost plus ten percent (10%).

12. Protective Equipment

Protective equipment such as hard hats, safety goggles, safety shields, steel toe boots, and the use of respirators are included in Level A, B, C, and D charges. Replacement items, disposable or specialty suits, gloves, etc. will be billed separately under Materials.

13. High Hazards

High hazard/reactive/explosive/cylinder rates apply to projects involving: explosives or explosion risk; fire fighting or risk of fire; Level A, Level B Personal Protective Equipment; gas or chemical transfer, uncontrolled events, unknown materials, actual or suspected Weapons of Mass Destruction (WMD) events; and/or handling of highly hazardous materials. Applicability of High Hazard rates will be at the sole determination of HEPACO based on project conditions.

14. Jones Act/USL&H

If the contract requires labor to be performed over, adjoining, and/or in water such that the U.S. Longshoremen's and Harbor Workers' insurance or Jones Act insurance apply, then an additional fee of thirty percent (30%) of total charges will be added to compensate for U.S. Longshoremen's and Harbor Workers' insurance or Jones Act insurance and related risks attendant to the work when contract requires labor to be performed over, adjoining and/or in water.

15. Equipment

The charges for operators to operate the equipment are not included in these rates and will be charged under the appropriate labor category. The rental rates do not include pick up, delivery, fuel, oil and grease, tarps, damages beyond reasonable wear and tear, and/or demurrage. HEPACO will invoice charges for all itemized equipment utilized or available for use on the project per the Time and Materials Rate Schedule, regardless of whether the equipment is owned by HEPACO or rented equipment. Items that are not itemized in the Time and Materials Rate Schedule, or for which there is no applicable rate in the Time and Materials Rate Schedule, will be invoiced at cost plus ten percent (10%). The daily rental rate is based upon an eight (8) hour day. There is an eight (8) hour minimum charge for any equipment mobilized for the project, utilized at the project site, or available for use at the project site. Equipment that becomes damaged beyond economical repair, and is not the sole fault of HEPACO, will be replaced at Client's expense with no mark-up.

16. Delegation and Assignment

HEPACO may, at any time, delegate orally or in writing, the performance of the Work, or any portion thereof. Any such delegation (such as subcontracting, laboratory work, or services) shall not operate to relieve HEPACO of its responsibilities hereunder, for which HEPACO shall remain obligated to Client.

17. Safety

HEPACO shall take necessary precautions and provide adequate safeguard for the safety of its employees and shall comply with applicable provisions of Federal, State, and local safety laws. HEPACO shall have no responsibility for the elimination or abatement of safety hazards created, or otherwise resulting from, work at the Project Site carried on by other persons or firms directly employed by Client as separate contractors or by Client's employees and agents. Client agrees to cause any such separate contractors, employees, and/or agents to fully comply with all applicable provisions of Federal, State, and local safety laws and/or regulations, and to comply with all reasonable requests and directions of HEPACO for the elimination or abatement of any such safety hazard at the Project Site.

18. Confidentiality

All reports, documentation, invoices, or other work product generated by HEPACO, its subsidiaries, vendors, suppliers, subcontractors, or affiliates will be kept in strict confidence by the Client. Dissemination of any such information to any third party shall not be permitted without the written consent of HEPACO. Reasonable requests for such permission will not be withheld. Release of such information to third parties will not operate to relieve the Client of any obligations under the contract or terms, including obligations for full payment of all HEPACO invoices.

Without prior consent from Client, HEPACO shall keep confidential all information, including all maps, data, reports, and other written or oral information relating to the Work, received from the Client, as well as the substance of any report, test, recommendation, information or advice that HEPACO provides to the Client in connection with the Work provided under this Agreement. In the event HEPACO is required by law, regulation, subpoena or court or administrative order to disclose any information deemed to be confidential, HEPACO may disclose such information so long as it provides written notification to the Client upon a good faith determination that it is so required or upon receipt of the subpoena or court order.

19. Fuel Surcharge

A variable Energy and Security Recovery Fee will be applied to the total invoice. This fee will fluctuate with the DOE national average on-highway diesel fuel price; however, there will be no adjustment to the fee during an individual project. Fees will be calculated for an individual project based upon the DOE national average on-highway diesel fuel price on the first day of the project. In the event that the average price equals or exceeds $2.50 per gallon, a surcharge beginning at one percent (1%) will be applied. For every five cent increase above $2.50 per gallon, the surcharge applied will increase by 0.5%. Should fuel prices drop below $2.50 per gallon, no surcharge would apply.

APPENDIX - SCHEDULE OF ALLOWABLE COSTS AND/OR CHARGES

Cost/Charge	Allowable		Cost / Charge Allowable Conditions
	Yes	No	
First Class Air Fare		X	Coach class only. Company will not reimburse for upgrades.
			Vehicle Charges (all charges require adequate documentation)
Personal Owned Vehicle		X	Charge miles allowed per IRS allowance per vehicle only. Provide vehicle VIN#, start/end odometer readings and purpose of trip. Charge business related miles only. Refer to this Exhibit for further requirements concerning mileage charged. Mileage includes fuel and insurance. Fuel and insurance charges should not be submitted for reimbursement.
Rental Vehicle		X	Rental cars should be insured by the Contractor's automobile insurance. Rental vehicles should be returned with the same amount of fuel in the tank as when it was checked out; therefore the Fuel Option should be rejected. Company will pay for required fuel purchased at a gas station only. Charges for Rental Car Insurance and the Fuel Option should not be submitted for reimbursement.
			Vehicle Charges (all charges require adequate documentation)
Hotel to Jobsite Contractor Owned Vehicles		X	Charge miles allowed per IRS allowance per vehicle only. Provide vehicle VIN#, start/end odometer readings and purpose of trip. Charge business related miles only. Refer to this Exhibit for further requirements concerning mileage charged. Mileage includes fuel and insurance. Fuel and insurance charges should not be submitted for reimbursement.
Home to Project Location Contractor Owned Vehicles		X	Charge miles allowed per IRS allowance per vehicle only. Provide vehicle VIN#, start/end odometer readings and purpose of trip. Charge business related miles only. Refer to this Exhibit for further requirements concerning mileage charged. Mileage includes fuel and insurance. Fuel and insurance charges should not be submitted for reimbursement.
Job Site Mileage Contractor-owned Vehicles		X	Charge miles allowed per IRS allowance per vehicle only. Provide vehicle VIN#, record daily total miles and purpose of trip(s). Charge business related miles only. Refer to this Exhibit for further requirements concerning mileage charged. Mileage includes fuel and insurance. Fuel and insurance charges should not be submitted for reimbursement.
Travel Time		X	Travel time is charged at the standard hourly rate. Travel time for hourly rate personnel will be actual travel time outside of a 50 mile radius from the project site and shall not exceed eight (8) hours per day unless the contract sets forth an alternate working schedule (ex. 5 x 10/hr days). First and last day of travel to be billed at 75% of the GSA-Domestic Pier Diem M&IE Rates. **(www.gsa.gov/perdiem)**
			Other Charges (all charges require adequate documentation)
Per Diem		X	Per diem rates shall be in accordance with published GSA-Domestic Per Diem Rates at time of travel. Costs not included in MIE (meals and incidental expenses) must be business related, proper and reasonable, pre-approved by Project Manager, and substantiated by receipts. **(www.gsa.gov/perdiem)**
Holidays/Vacation		X	If applicable, only Company-observed holidays are allowable. Contractor vacations are not allowable and should not be billed.
Labor Titles		X	Only labor titles listed on Contractor's Personnel Rate Sheet are reimbursable. Labor titles not listed on Contractor's Personnel Rate Sheet must be approved and the contract amended before being invoiced and paid.
Computer/Laptop		X	Flat rental rate of $35.00 per month per laptop. Refer to contract for variance.
Software & License Fees		X	Standard software provided by Contractor is Windows XP OS, MS Office, Internet Explorer, Adobe Acrobat Reader, anti-virus, FAX and WinZip. Refer to contract for allowable software and license fees.
Reproduction		X	Refer to this Exhibit for allowable charges.
Cell Phones		X	Flat rental rate of $50.00 per month per phone. Refer to contract for variance.
Personal Protection Equipment		X	See Company's Contractor Safety Manual. Contractor shall evaluate the situation daily and determine what equipment is necessary for the performance of the Scope of Work. PPE includes all items necessary to protect Contractor from injury on the job site such as hard hat, eye and ear protection, safety shoes, NOMEX coveralls, snake leggings, and H2S monitors.
Fuel Charges		X	Equipment rates shall include servicing, fuel, lubricants and maintenance. Equipment not listed in the equipment rates in this Exhibit must be approved and substantiated for reimbursement.
Small Tools & Consumables		X	Small tools having a cost of less than $1,000, disposable parts, consumables that are normally utilized in the performance of daily work are considered non reimbursable.
Equipment Rental		X	Cost plus 10%. Equipment rented must be authorized by Company.

Cost/Charge	Allowable		Cost / Charge Allowable Conditions
	Yes	No	
Subcontracts		X	Cost plus 10%.
Material Buy Outs		X	Cost plus 10%. Materials purchased must be authorized by Company.
Non-Consumable Supplies		X	Non-consumable supplies such as, but not limited to, radios, cameras, hole-punches, compasses, and other similar items are deemed to be Contractor's overhead and shall be considered non reimbursable.
Other Charges Not Stated in Contract		X	Charges not specifically stated in the contract (such as executive and clerical salaries; office rent; mortgage payments; warehouse rent; depreciation; property taxes; insurance; utilities and telephone expenses; professional and trade licenses and fees; employee recruitment; relocation; training and education; photocopying; data processing; office supplies; postage; books and periodicals; miscellaneous general and administrative expenses; advertising expenses; interest on borrowing and other financial costs; entertainment expenses; contributions and donations; bad debts; losses on other contracts; equipment storage and upkeep (if not specifically required and company-approved for individual jobs); and bid and proposal costs require prior approval and must be substantiated for reimbursement.

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EXHIBIT C – DRUG & ALCOHOL/OPERATOR QUALIFICATION PROGRAM REQUIREMENTS

CONTRACTOR shall comply with requirements for both DOT Drug and Alcohol and Operator Qualification Requirements Programs, as follows:

1.0 DOT DRUG AND ALCOHOL PROGRAM

CONTRACTOR represents and warrants that it has established, maintains, and enforces a drug and alcohol policy.

1.1 COMPANY, under 49 CFR Parts 199 and 40, is required by law to ensure compliance with the pipeline safety regulations for drug and alcohol testing applicable to its CONTRACTORS', subcontractors and their agents, performing operations, maintenance, or emergency response functions on a pipeline or LNG facility subject to Parts 191, 192, 193 and 195 of Title 49 of the Code of Federal Regulations or any other provision or Part thereof (or any successor thereof) covering the type of work CONTRACTOR may perform pursuant to this Agreement as follows:

1.1.1 CONTRACTOR agrees that CONTRACTOR, its subcontractors, and their agents will abide by a DOT anti-drug plan and alcohol Misuse Program which applies to all employees of CONTRACTOR, its subcontractors, and agents if performing an operations, maintenance or emergency response function on COMPANY'S facilities.

1.1.2 CONTRACTOR agrees that CONTRACTOR, its subcontractors and their agents shall provide to their respective employees an Anti-drug Plan and Alcohol Misuse Program, the drug and alcohol testing, education, and training required by Title 49 Parts 199 and 40 of the Code of Federal Regulations. Prior to and during the performance of any work hereunder, CONTRACTOR shall have in place and shall implement a drug testing program meeting the requirements imposed by the regulations of the Code of Federal Regulations.

1.1.3 CONTRACTOR agrees that CONTRACTOR, its subcontractors, and their agents, are in compliance with the drug and alcohol testing regulations at 49 CFR Parts 199 and 40 and the Motor Carrier Regulations at 49 CFR Part 382, if applicable.

1.1.4 CONTRACTOR agrees that CONTRACTOR, its subcontractors, and their agents shall allow COMPANY, the administrator and/or representative of a state agency (as defined in 49 CFR Part 199) access to property and records for the purpose of monitoring compliance with the requirements of the Pipeline and Hazardous Material Safety Administration for drug and alcohol testing at 49 CFR Part 199. This access shall occur periodically, and without prior notice to allow COMPANY, the administrator and/or representative of a state agency to audit CONTRACTOR, its subcontractors, and their agents' Anti-drug Plan and Alcohol Misuse Program, the required drug and alcohol testing and results thereof.

1.1.5 COMPANY requires that CONTRACTOR'S written Alcohol and Drug Testing Program be approved in writing by COMPANY'S Policy and Compliance Department or its third party designee prior to start of work hereunder. Thereafter, COMPANY reserves the unqualified right to audit the said program at any time, or to ask its third party designee to do likewise, during the performance of work hereunder. In the event that COMPANY, at its sole discretion believes that the said program no longer meets the applicable law and/or regulatory statutes recited in this Policy and its subsections, then COMPANY may suspend work until such time as CONTRACTOR restores the said

program to full compliance. Any costs incurred by COMPANY because of such suspension, shall be borne by CONTRACTOR.

1.1.6 COMPANY, to the extent required by applicable laws or regulations, will monitor the CONTRACTOR'S compliance with these regulations and from time to time require certificates regarding compliance with such testing requirements to be provided by CONTRACTOR from CONTRACTOR'S testing agency. CONTRACTOR will allow access to its property and records by COMPANY or by any authorized state agency (or its representative) having jurisdiction over COMPANY or its facilities, for the purpose of monitoring COMPANY'S compliance with governmental laws, rules or regulations.

2.0 OPERATOR QUALIFICATION PROGRAM

CONTRACTOR represents and warrants that it has established, maintains and enforces an Operator Qualification (OQ) program.

2.1 COMPANY under 49 CFR Parts 192 and 195 is required by law to ensure compliance with the pipeline safety regulations for OQ applicable to its CONTRACTORS, its subcontractors and their agents who perform specific OQ covered tasks during operations and maintenance work on hazardous liquids (including CO2) or natural gas pipelines or facilities subject to Parts 192 or 195 of Title 49 of the Code of Federal Regulations as follows:

2.1.1 CONTRACTOR agrees that CONTRACTOR, its subcontractors and their agents shall review and comply with COMPANY'S OQ Program. CONTRACTOR agrees that CONTRACTOR, its subcontractors and their agents will also review the list of OQ-covered tasks and identify any and all OQ-covered tasks that they would perform for COMPANY (OQ Program and list of covered tasks attached).

2.1.2 CONTRACTOR agrees that CONTRACTOR, its subcontractors and their agents will be qualified under a COMPANY approved evaluation program which applies to all employees of CONTRACTOR, its subcontractors and their agents who perform specific OQ-covered tasks during operations and maintenance work.

2.1.3 CONTRACTOR agrees that proper and approved documentation will be kept by CONTRACTOR or their agents to verify the OQ evaluations and that CONTRACTOR will provide for COMPANY'S access to this documentation as necessary for verification. CONTRACTOR will keep documentation in ISNetworld unless instructed by COMPANY.

2.1.4 CONTRACTOR agrees that CONTRACTOR, its subcontractors and their agents shall allow COMPANY'S representative and/or the representative of a local, State or Federal agency access to property and records for the purpose of monitoring compliance with the requirements of the OQ regulation. This access shall occur periodically and without prior notice.

2.1.5 CONTRACTOR personnel who do not have proper and documented OQ qualifications will not be allowed to perform specific OQ-covered tasks during operations and maintenance work on hazardous liquids (including CO2) or natural gas pipelines or facilities subject to Parts 192 or 195 of Title 49 of the Code of Federal Regulations, unless those non-OQ qualified personnel are supervised by an OQ-qualified individual, as described in COMPANY'S OQ Program.

2.1.6 CONTRACTOR agrees to provide OQ-related information on its personnel when requested by COMPANY. Typically, this will be requested by COMPANY Project

Management or Operations Designated Representatives during the bidding process or if the work is not bid, when the work is assigned to CONTRACTOR.

2.1.7 CONTRACTOR agrees to review the work it is being asked to perform and identify any OQ-covered tasks being performed which were not identified as OQ-covered tasks by COMPANY'S Project Management personnel, and notify COMPANY'S Project Management personnel of the discrepancy prior to commencement of the work.

Detailed information on COMPANY'S DOT and Operator Qualification program requirements are located on the Internet at:

DOT Drug and Alcohol Compliance:

http://www.kindermorgan.com/work/contractor_co/dot_drug_alcohol_req.cfm

or via telephone by contacting:

DOT Compliance, Phone: 713-369-9480

Operator Qualification Program:

http://www.kindermorgan.com/work/contractor_co/dot_operator_qual.cfm

or via telephone by contacting:

Manager, Training, Phone: 307-232-4419.

IMPORTANT NOTICE

To Contractors Of Kinder Morgan And/Or Its Affiliates ("KM")

Department of Transportation Regulations
For
Anti-Drug and Alcohol Misuse Plans

The Department of Transportation ("DOT") continues to report drug/alcohol testing compliance problems with contractors who perform DOT-covered work for pipeline operators. In response to these compliance problems, DOT promises to step-up their enforcement of the regulations contained in 49 CFR Parts 199 and 40. DOT places the responsibility upon the pipeline operators such as KM, to see that contractors and contractor employees performing DOT-covered work are in compliance with the drug testing regulations. Given what we know about DOT drug/alcohol testing plans and contractor monitoring, it is possible many existing contractor's drug plans do not meets the standards required by these regulations. In addition, new alcohol regulations became effective January 1, 1995, for the Pipeline and Hazardous Materials Safety Administration and the Federal Motor Carrier Safety Administration. Consequently, reasonable measures must be undertaken to safeguard against civil penalties from DOT.

Effective January 1996, COMPANY contracted with National Compliance Management Service, Inc., (NCMS) to act as its agent for monitoring contractor DOT anti-drug and alcohol misuse prevention plans and to obtain contractor drug/alcohol testing data. NCMS is authorized by KM to request anti-drug and alcohol misuse plans and statistical data and other documentation from contractors who plan to perform an operating, maintenance or emergency response function on KM covered facilities.

CONTRACTOR can access COMPANY'S website for further information and contacts for the NCMS at:

http://www.kindermorgan.com/work/contractor_co/dot_drug_alcohol_req.cfm

CONTRACTOR can call NCMS directly or access the required documentation through the National Compliance Management Services website. This information is available under forms: http://www.nationalcompliance.com/forms.htm, selecting the PHMSA Contractor Packet at the bottom of the page. Detailed instructions and information are provided to facilitate completion of the package. The completed package should be then submitted via email to:

dot@nationalcompliance.com

If email is not available, then please contact NCMS as follows:

National Compliance Management Service
(Kinder Morgan Audit)
7 Compound Drive
Hutchinson, KS 67502
Phone: (620) 669-0954 Fax: (620) 669-8430

Only contractors with approved drug/alcohol testing programs will be allowed to perform DOT-covered tasks for KM. If you should have any question pertaining to this matter or require additional information, for general Information please contact: Director, Compliance HR. For those Contractors registered in ISNetworld, information is downloaded from NCMS to ISNetworld contractor dashboard

AGREEMENT 25635

EXHIBIT D - CERTIFICATE OF FINAL ACCEPTANCE

THE STATE OF _____§

COUNTY OF _____§

Date: _____

To: **[Insert Name and Address of KM Entity executing the applicable Work Directive]**

Ref: Work Directive dated _____, 20__ (the "Work Directive") by and between _____ ("KM") and _____ ("CONTRACTOR") under that certain Agreement for Professional Emergency Response Services dated _____, 20__ (the "Agreement")

1. The Work under the Work Directive has been completed in accordance with the terms of the Contract Documents;

2. CONTRACTOR has met all its obligations under the terms of the Contract Documents, other than warranty obligations and any other obligations that expressly survive the termination thereunder;

3. All amounts that were due and payable by KM in connection with the Work have been paid;

4. CONTRACTOR has not directly or indirectly created, incurred, assumed or suffered to be created by it or any subcontractor, employee, laborer, mechanic, materialman, or other supplier of goods or services any lien relating to the Work, the Kinder Morgan Energy Partners, L.P.'s or KM's premises or any part thereof or interest therein except to the extent lien security has been provided by CONTRACTOR and accepted by KM in connection therewith;

5. CONTRACTOR has promptly paid and discharged any liens which, notwithstanding paragraph 4 hereof, it has directly or indirectly created or suffered to be created by it or any subcontractor, employee, laborer, mechanic, materialman, or other supplier of goods or services relating to the Work, Kinder Morgan Energy Partners, L.P.'s or KM's premises, or any part thereof or interest therein except to the extent lien security has been provided by CONTRACTOR and accepted by KM in connection therewith;

6. Title to all Work is free and clear of any and all liens, claims, charges, security interests, encumbrances and rights of other persons arising as a result of any actions or failure to act of CONTRACTOR, its subcontractors, or their employees or representatives except to the extent lien security has been provided by contractor and accepted by KM in connection therewith;

7. All federal and state unemployment and old age benefit taxes have been paid, or will be paid when due; all valid state sales and use taxes properly levied on materials, equipment, supplies and services furnished by CONTRACTOR have been paid; all federal and state income taxes required by law to be withheld from employees or others have been withheld and remitted to the proper taxing authority, or will be remitted when due;

8. All premiums for insurance requirements under the Contract Documents have been paid;

9. All claims for damages of any nature arising from the fulfillment of the Contract Documents and for which CONTRACTOR is responsible pursuant thereto have been paid, and payment has been made by CONTRACTOR in full for all claims for damages for which CONTRACTOR is required under the Contract Documents to indemnify KM, its general partner (if any) and its affiliated companies; and

Sample

10. Any other items payable by CONTRACTOR under the Contract Documents have been paid in full.

CONTRACTOR agrees to indemnify and hold harmless KM, its parent, general partner (if any), affiliated and subsidiary companies and entities from any claims, damages, fines or penalties, or expenses arising from CONTRACTOR'S failure to perform or fulfill any of the acts or obligations referred to above.

CONTRACTOR'S EXECUTION OF THIS CERTIFICATE SHALL CONSTITUTE A WAIVER BY IT OF ALL CLAIMS AGAINST KM RELATED TO OR ARISING OUT OF THE APPLICABLE WORK DIRECTIVE; PROVIDED, HOWEVER, THAT CONTRACTOR (NOR ITS SURETY, IF ANY) SHALL NOT BE RELEASED FROM ANY WARRANTY WORK OR OTHER UNPERFORMED OBLIGATIONS UNDER THE CONTRACT DOCUMENTS.

This Certificate of Final Acceptance shall be governed by, construed and enforced in accordance with the laws of the State of Texas (without giving effect to the principles thereof relating to conflicts of laws), except with regard to the creation, recordation and discharge of a lien, which shall be governed by the laws of the state in which the Work was performed.

IN WITNESS WHEREOF, CONTRACTOR has duly executed and acknowledges this Certificate of Final Acceptance on the ___ day or _____, 20__.

[Insert CONTRACTOR Name]

By: _____

Name: _____

Title: _____

THE STATE OF _____)
) §
COUNTY OF _____)

This instrument was acknowledged before me on the ___ day of _____,

20___ by _____, as _____ of [Name of CONTRACTOR].

By: _____
Notary Public, State of _____
Printed Name of Notary: _____
My Commission expires: _____

Countersigned:
[Name of KM Entity on the Work Directive]

By: _____
Printed Name: _____
Title: _____
Date: _____

Sample

AGREEMENT 25635

EXHIBIT E – CONDITIONAL and UNCONDITIONAL WAIVER AND RELEASE

CONDITIONAL WAIVER AND RELEASE

THE STATE OF _____ §
§
COUNTY OF _____ §

WHEREAS:

1 [_____] ("KM") and [_____] ("CONTRACTOR") have entered into that certain Work Directive dated as of [_____] under that certain Agreement for Professional Emergency Response Services dated as of _____ (the "Agreement") pursuant to which CONTRACTOR is to provide _____ services in connection with a _____ (the "Project") located at _____ (the "Site").

2. As a condition precedent of the obligation of KM to make each payment under the Work Directive that CONTRACTOR supplies KM with a waiver and release of liens and security interests and waiver of any claims to the extent of such payment and CONTRACTOR provides this Conditional Waiver and Release in order to satisfy the aforesaid condition precedent in relation to its invoice no. [to be inserted] dated [to be inserted] (the "Invoice").

NOW THEREFORE:

1. Capitalized terms used and not defined herein shall have the meaning assigned to them in the Agreement (except as may be expressly modified by the terms of the Work Directive).

2. Upon payment by KM to CONTRACTOR of the sum of [_____], which sum represents the full amount due to CONTRACTOR under the Invoice, CONTRACTOR irrevocably waives, releases or relinquishes any lien, security interest or claim (whether for breach of contract, pursuant to law or otherwise) relating to the Work, the Project or the Site for which payment is requested under the Invoice.

3. CONTRACTOR certifies that:

3.1 All amounts that were due and payable in connection with the Work have been paid by KM as of the date of payment and as of the last advance applicable to CONTRACTOR [save in relation to the amounts of (a) [$_____] under Invoice Nos. [_____], which CONTRACTOR acknowledges that KM is withholding in accordance with the Agreement and/or Work Directive and (b) [_____], which CONTRACTOR acknowledges are subject to dispute with KM.

3.2 CONTRACTOR has not directly or indirectly created, incurred, assumed or suffered to be created by it or any subcontractor, employee, laborer, mechanic, materialman or other supplier of goods or services any lien relating to the Work, the Project, the Site or any part thereof or interest therein, except to the extent lien security has been provided by CONTRACTOR and accepted by KM in connection therewith;

3.3 CONTRACTOR has promptly paid and discharged any liens which, notwithstanding paragraph 3.2 hereof it has directly or indirectly created or suffered to be created by it or any subcontractor, employee, laborer, mechanic, materialman or other supplier of goods or services relating to the Work, the Project, the Site or any part thereof or interest therein, except to the extent lien security has been provided by CONTRACTOR and accepted by KM in connection therewith; and

Sample

3.4 Title to all Work is free and clear of any and all liens, claims, charges, security interests, encumbrances and rights of other persons arising as a result of any actions or failure to act of CONTRACTOR, its subcontractors, or their employees or representatives except to the extent lien security has been provided by CONTRACTOR and accepted by KM in connection therewith.

3.5 THIS CONDITIONAL WAIVER AND RELEASE SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAWS), EXCEPT WITH REGARD TO THE CREATION, RECORDATION AND DISCHARGE OF A LIEN, WHICH SHALL BE GOVERNED BY LAWS OF THE STATE WHERE THE PROJECT IS LOCATED.

IN WITNESS WHEREOF, CONTRACTOR has duly executed and acknowledges this Conditional Waiver and Release on the __ day of _____, 20__.

[CONTRACTOR Name]

By: _____

Name: _____

Title: _____

Sample

ACKNOWLEDGEMENT

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20__, by _____ _____, as _____ of _____.

By: _____
Notary Public, State of _____
Printed Name of Notary: _____
My Commission Expires: _____

UNCONDITIONAL WAIVER AND RELEASE

THE STATE OF _____ §
§
COUNTY OF _____ §

WHEREAS:

1 [_____] ("KM") and [_____] ("CONTRACTOR") have entered into that certain Work Directive dated as of [_____] under that certain Agreement for Professional Emergency Response Services dated as of _____ (the "Agreement"), pursuant to which CONTRACTOR is to provide _____ services in connection with a _____ (the "Project") located at _____ (the "Site").

2. As a condition precedent of the obligation of KM to make each payment under the Work Directive that CONTRACTOR supplies KM with a waiver and release of liens and security interests and waiver of any claims to the extent of such payment and CONTRACTOR provides this Unconditional Waiver and Release in order to satisfy the aforesaid condition precedent in relation to its invoice no. [to be inserted] dated [to be inserted] (the "Invoice").

NOW THEREFORE:

1. Capitalized terms used and not defined herein shall have the meaning assigned to them in the Agreement (except as may be expressly modified by the terms of the Work Directive).

2. The undersigned hereby irrevocably waives, releases, or relinquishes any lien, security interest, or claim (whether for breach of contract, pursuant to law or otherwise) relating to the Work, the Project or the Site.

3. CONTRACTOR certifies that:

3.1 All amounts that were due and payable by KM in connection with the Work have been paid.

3.2 CONTRACTOR has not directly or indirectly created, incurred, assumed or suffered to be created by it or any subcontractor, employee, laborer, mechanic, materialman, or other supplier of goods or services any lien relating to the Work, the Project, the Site or any part thereof or interest therein except to the extent lien security has been provided by CONTRACTOR and accepted by KM in connection therewith;

3.3 CONTRACTOR has promptly paid and discharged any liens which, notwithstanding paragraph 3.2 hereof, it has directly or indirectly created or suffered to be created by it or any subcontractor, employee, laborer, mechanic, materialman, or other supplier of goods or services relating to the Work, the Project, the Site or any part thereof or interest therein except to the extent lien security has been provided by CONTRACTOR and accepted by KM in connection therewith; and

3.4 Title to all Work is free and clear of any and all liens, claims, charges, security interests, encumbrances and rights of other persons arising as a result of any actions or failure to act of CONTRACTOR, its subcontractors, or their employees or representatives except to the extent lien security has been provided by CONTRACTOR and accepted by KM in connection therewith.

3.5 THIS UNCONDITIONAL WAIVER AND RELEASE SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS (WITHOUT

Sample

GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAWS), EXCEPT WITH REGARD TO THE CREATION, RECORDATION AND DISCHARGE OF A LIEN, WHICH SHALL BE GOVERNED BY LAWS OF THE STATE WHERE THE PROJECT IS LOCATED.

IN WITNESS WHEREOF, the undersigned has duly executed and acknowledges this Unconditional Waiver and Release on the __ day of _____, 20__.

[CONTRACTOR Name]

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20__, by _____, as _____ of _____.

By: _____
Notary Public, State of _____
Printed Name of Notary: _____
My Commission Expires: _____

Sample

AGREEMENT 25635

EXHIBIT F – CERTIFICATE OF INSURANCE

CONTRACTOR is required to submit the text required for a certificate of insurance (as contained in Section **8.0** of the Agreement) directly to its insurance carrier so that evidence of proper insurance coverage may be submitted. Upon receipt from its carrier of the fully executed certificate, CONTRACTOR shall forward same to ISNetworld for ISN's review and approval, unless submission shall be to COMPANY, as explained below. If CONTRACTOR has been exempted from **ISNetworld**, CONTRACTOR shall submit said certificate of insurance along with its Agreement requirements for review by the Contract Administrator designated in **Section 2.3** of the Agreement. Upon acceptance by COMPANY or its designated representative(s), the executed certificate of insurance shall be incorporated into this Exhibit..

Do not delete this spacing – contains a code – insert any additional exhibits before this marker.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/7/2010

PRODUCER Phone: 713-266-6830
Impact Risk Solutions
2500 City West Boulevard,
Suite 800
Houston TX 77042

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
HEPACO, Inc., and
IMS Environmental Services, Inc.
2711 Burch Drive
Charlotte NC 28269

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Chartis Specialty Ins. Co.	26883
INSURER B: COMMERCE & INDUSTRY INS CO	19410
INSURER C: INSURANCE CO OF THE STATE OF	19429
INSURER D: NAVIGATORS INS CO	42307
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY	PROP5430854	10/1/2010	10/1/2011	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$10,000
		X Poll. & Contr.				PERSONAL & ADV INJURY	$1,000,000
		X Prof. Liability				GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,000
		POLICY X PRO-JECT LOC				Prof. EA Loss	1,000,000
B	X	AUTOMOBILE LIABILITY	CA5295488	10/1/2010	10/1/2011	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		X ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		X HIRED AUTOS					
		X NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS / UMBRELLA LIABILITY	PROU 5430855	10/1/2010	10/1/2011	EACH OCCURRENCE	$10,000,000
		X OCCUR CLAIMS MADE				AGGREGATE	$10,000,000
						Prod/C. Ops Agg	$10,000,000
		DEDUCTIBLE					$
		X RETENTION $10,000					$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC006517421	10/1/2010	10/1/2011	X WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N				E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
D		OTHER Equipment Policy - Leased/Rented Contractors Equipment	NC09ILM015247-01	10/1/2010	10/1/2011	Per Occurrence	$500,000
						Deductible	$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

See Attached 10/1/10-11 Coverage Provisions Addendum

See Attached...

CERTIFICATE HOLDER

Kinder Morgan Energy Partners
1100 Alderman Drive, Ste. 200
Alpharetta GA 30005

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS Continued.

10/1/10-11 Coverage Provisions Addendum

General Liability Including Pollution (Occurrence) $1,000,000 Each Occurrence/$2,000,000 Aggregate: Per Project Aggregate, except as respects Professional Liability, Blanket Additional Insured including Primary/Non Contributory where required by written contract (form 90667); Blanket Waiver of Subrogation where required by written contract (form 78011); Contractual Liability - Including Railroads where required by written contract (form 89300), "XCU" Property Damage included, Amendment of Aircraft, Auto or Watercraft Exclusion (Transportation Coverage) (form 78034) and, Professional Liability (Claims Made) (form 101307) $1,000,000 Each Loss Limit/Policy Aggregate

Automobile: Designated Additional Insured - Blanket where required by written contract (form CA2048); Blanket Additional Insured - Lessor where required by written contract (form CA2001); Blanket Waiver of Subrogation where required by written contract (form 62897), Hired Car Physical Damage included subject to $1,000 Comp & Coll Deductible., MCS-90, $5,000 Auto Medical Payments, Deductibles: $1,000 Comp/$1,000 Coll. as respects Private Passenger/Light Trucks/Medium Trucks and Trailers; $3,000 Comp/$3,000 Coll. as respects Heavy Trucks/Extra Heavy Trucks/Fire Trucks/Tractors.

Workers Compensation: Blanket Waiver of Subrogation where required by written contract (form WC000313 & WC994102 (TN), Voluntary Compensation & Employers Liability (form WC000311A); USL&H (form WC000106A); Maritime (Jones Act) (form WC000201A); Alternate Employer (form WC000301A), Outer Continental Shelf Lands Act (form WC000109A).

Umbrella: Excess Follow Form over General Liability including Pollution and Professional Liability, Auto Liability, and Employers Liability under umbrella coverage form 71154. Policies include Asbestos Pollution Coverage.

Scheduled Policy Provisions are where required by written contract subject to policy terms, conditions and exclusions.

All Policies are subject to a 10 day notice of cancellation for non-payment of premium.

****

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AGREEMENT FOR PROFESSIONAL EMERGENCY RESPONSE SERVICES

AGREEMENT NUMBER: 26223

COMMENCES: OCTOBER 19, 2011

TERMINATES: OCTOBER 19, 2016

BETWEEN

KINDER MORGAN ENERGY PARTNERS, L.P.

"COMPANY"

AND

PROGRESSIVE ENVIRONMENTAL SERVICES, INC. DBA SWS ENVIRONMENTAL SERVICES

"CONTRACTOR"

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AGREEMENT FOR PROFESSIONAL EMERGENCY RESPONSE SERVICES

NUMBER 26223

THIS AGREEMENT FOR PROFESSIONAL EMERGENCY RESPONSE SERVICES (the "Agreement") is entered as of OCTOBER 19, 2011, and effective as of **OCTOBER 19, 2011** (the "Effective Date"), by and between **KINDER MORGAN ENERGY PARTNERS, L.P.,** a limited partnership, with its principal place of business in **Houston, Texas**, (the "COMPANY"), acting for itself and on behalf of any of its affiliates and subsidiaries which execute Work Directives hereunder (defined below), and **PROGRESSIVE ENVIRONMENTAL SERVICES, INC. DBA SWS ENVIRONMENTAL SERVICES**, a corporation, with its principal place of business in **Panama City Beach, Florida** (the "CONTRACTOR").

WITNESSETH:

WHEREAS, CONTRACTOR represents that it has the requisite knowledge, familiarity, experience, equipment, tools and fully trained and experienced personnel to perform emergency response services for the containment and cleanup of petroleum products and other hazardous and non-hazardous materials on an on-call, 24 hours 7 days a week basis as further described herein; and

WHEREAS, COMPANY desires CONTRACTOR to perform said work.

NOW, THEREFORE, for and in consideration of the covenants and agreement hereinafter contained, the parties do hereby agree as follows:

1.0 CONTRACT DOCUMENTS AND DEFINITIONS

1.1 The "Contract Documents", in their order from highest precedence to lowest precedence, shall consist of:

1.1.1 This Agreement No. 26223

1.1.2 Exhibit A Form of Work Directive

1.1.3 Exhibit B Schedule of Values

1.1.4 Exhibit C Drug & Alcohol/Operator Qualification Program Requirements

1.1.5 Exhibit D Form of Certificate of Final Acceptance

1.1.6 Exhibit E Form of Conditional and Unconditional Lien Waiver

1.1.7 Exhibit F Certificate of Insurance

1.2 In the event of a conflict between this Agreement and any Exhibit hereto, this Agreement shall control. In the event of a conflict between or among the Exhibits to this Agreement, the Exhibit with the highest order of precedence shall control (that is, for example, Exhibit **B** is higher in order of precedence than Exhibit **C**). For the avoidance of doubt, the term "Agreement" when used hereinafter in this Agreement shall mean this Agreement along with the Exhibits referenced in Section 1.1 and attached hereto (including any actual Work Directive(s), Certificate(s) of Final Acceptance, Lien Waivers or any other document executed by the parties in connection with this Agreement). As used in this Agreement, the terms "hereunder", "herein", "herewith" and "hereof" are references to this Agreement and the Exhibits, taken as a whole. All references to a given

agreement, instrument or other document shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made, and reference to a law, regulation or ordinance includes any amendment or modification thereof, unless otherwise stated in the context. A reference to a person includes its successors and permitted assigns. The singular shall include the plural and the masculine shall include the feminine, and vice versa.

1.3 Definitions

1.3.1 "**Agreement**" shall have the meaning set forth on the first page of this Agreement and as further described in Section **1.2** of this Agreement.

1.3.2 "**Anniversary Date**" shall have the meaning set forth in Section **2.1** of this Agreement.

1.3.3 "**COMPANY**" shall have the meaning set forth on the first page of this Agreement.

1.3.4 "**COMPANY Indemnitees**" shall have the meaning set forth in Section **7.1** of this Agreement.

1.3.5 "**Confidential Information**" shall have the meaning set forth in Section **14.0** of this Agreement.

1.3.6 "**CONTRACTOR**" shall have the meaning set forth on the first page of this Agreement.

1.3.7 "**CONTRACTOR Indemnitees**" shall have the meaning set forth in Section 7.2 of this Agreement. .

1.3.8 "**Contract Administrator**" shall have the meaning set forth in Section **2.2** of this Agreement.

1.3.9 "**Contract Documents**" shall have the meaning set forth in Section **1.1** of this Agreement.

1.3.10 "**Covered Task(s)**" shall have the meaning set forth in Section **11.6** of this Agreement.

1.3.11 "**Designated Representative**" shall have the meaning set forth in Section **2.2** of this Agreement.

1.3.12 "**Effective Date**" shall have the meaning set forth on the first page of this Agreement.

1.3.13 "**EHS Laws**" shall have the meaning set forth in Section **9.5** of this Agreement.

1.3.14 "**Extra Work**" shall have the meaning set forth in Section **3.4** of this Agreement.

1.3.15 "**Force Majeure**" shall have the meaning set forth in Section **13.1.1** in this Agreement

1.3.16 "**General Partner**" shall have the meaning set forth in Section **19.0** of this Agreement.

1.3.17 "**Hazardous Materials**" and "**Hazardous Substance**" shall have the meaning set forth in Section **9.5** of this Agreement.

1.3.18 "**Losses**" shall have the meaning set forth in Section **7.1** of this Agreement.

1.3.19 "**MSDS**" shall have the meaning set forth in Section **9.8.2** of this Agreement.

1.3.20 "**Non-COMPANY Onsite Situation**" shall have the meaning set forth in Section **10.1.2** of this Agreement.

1.3.21 **"OPA"** shall have the meaning set forth in Section **7.6** of this Agreement.

1.3.22 "**Safety Manual**" shall have the meaning set forth in Section **9.2** of this Agreement.

1.3.23 **"Underground Facilities"** shall have the meaning set forth in Section **3.6** of this Agreement.

1.3.24 "**Waste**" shall mean any form of material or substance identified or determined by COMPANY as having no beneficial value and may include any Hazardous Materials and/or Hazardous Substance.

1.3.25 "**Work**" shall have the meaning set forth in Section **3.1** of this Agreement.

1.3.26 "**Work Directive**" shall have the meaning set forth in Section **3.1** of this Agreement.

2.0 TERM AND NOTICES

2.1 This Agreement becomes effective upon the Effective Date and shall terminate on the earlier of (i) Error! Reference source not found. (the "Anniversary Date"), or (ii) cancellation or termination of the Agreement pursuant to Section **12.0** provided, however, that if COMPANY desires CONTRACTOR to complete a Work Directive that is unfinished at the time of termination or expiration, then this Agreement shall continue with respect to that Work Directive until the Work Directive is satisfactorily completed.

2.2 For the term of this Agreement, matters of a technical nature should be directed to the COMPANY'S "Designated Representative" and/or the "Incident Commander" designated in the particular Work Directive, and matters of a commercial nature should be directed to the COMPANY'S "Contract Administrator" identified below.

2.3 All notices to be given with respect to this Agreement, unless provided for to the contrary herein or in a Work Directive, shall be given to COMPANY and to CONTRACTOR respectively at the address herein below shown, and shall be in writing, and sent via nationally recognized courier, facsimile (with the confirmation by the machine), or if mailed, postage prepaid via certified mail return receipt requested. All notices shall be effective upon actual receipt during normal business hours by the party to whom given if receipt occurs outside of normal business hours, then receipt shall be deemed to occurred on the next business day.

COMPANY:	**CONTRACTOR:**
KINDER MORGAN ENERGY PARTNERS, L.P. **1100 Alderman Drive** **Suite 200** **Alpharetta, GA 30005**	**PROGRESSIVE ENVIRONMENTAL SERVICES, INC. DBA SWS ENVIRONMENTAL SERVICES** **600 Grand Panama Blvd** **Suite 200** **Panama City Beach, FL 32405**
CONTRACT ADMINISTRATION **Attention: Rose Lucret** **Phone: 770-751-4187**	**Attention: Legal Department** **Phone: 850-234-8428**

FAX: 303-984-3879 **E-Mail Address:** **rose_lucret@kindermorgan.com**	**FAX: 850-234-2451** **E-Mail Address:** **legaldept@swsenvironmental.com**

2.4 The individual and/or addresses for notices may be changed upon written notice to the other party which is sent in the manner stated herein. Notices shall be effective upon receipt.

3.0 GENERAL DESCRIPTION OF AGREEMENT AND SERVICES

3.1 CONTRACTOR shall furnish and pay for everything including all services, items, labor, supervision, tools, technical capability, permits, licenses, transportation, materials and supplies (except those materials and supplies which COMPANY hereinafter expressly agrees to furnish) necessary for CONTRACTOR to perform and accomplish emergency response services on an on-call, 24 hours 7 days a week basis at the locations or within the geographic area designated by COMPANY on the applicable Work Directive by having a team of professional personnel capable of (a) containment, characterization, handling, transportation, treatment, processing, recovery, repackaging, removal, storage and disposal of Waste and Hazardous Materials; (b) site evaluation, decontamination and restoration; (c) technical services, including sampling, laboratory services, analysis, and other related services; (d) training and mock spill deployments; (e) performing such other activities as further described in any applicable Work Directive; and (f) coordination of all such activities and services with COMPANY'S Designated Representative or his or her designee. For each assignment the Work shall be further described in a Work Directive, which shall be executed in a form substantially in accordance with Exhibit A ("Work Directive"), and in every case, shall also include all services, materials and goods reasonably inferable therefrom. CONTRACTOR shall not provide and shall not be compensated for any services, goods, materials or equipment except pursuant to a properly executed Work Directive. Each Work Directive shall set forth CONTRACTOR'S compensation for the Work described therein. The Work shall be performed pursuant to the provisions of the Contract Documents. Notwithstanding the foregoing, in the case of any emergency COMPANY may require CONTRACTOR to perform the Work prior to the execution of a Work Directive which CONTRACTOR hereby agrees to do pursuant to the terms of this Agreement. As soon as reasonably practicable thereafter the parties will finalize and execute the Work Directive for the performance of Work with respect to such emergency situation. Termination or suspension of any Work under any Work Directive, in whole or in part, shall not diminish CONTRACTOR'S liability or obligation to continue prosecution of Work under any other Work Directive.

3.2 This Agreement does not obligate COMPANY to order materials or services from the CONTRACTOR, nor does it obligate the CONTRACTOR to accept orders for same, but it shall control and govern all Work requested by COMPANY and accepted by CONTRACTOR, and shall define the rights and obligations of the COMPANY and CONTRACTOR during the term hereof, notwithstanding anything to the contrary contained in instructions orally or in writing from the Designated Representative. CONTRACTOR shall not accept any Work from COMPANY other than pursuant to this Agreement.

3.3 All items which CONTRACTOR is required to furnish, prepare or develop in the performance and completion of the Work (whether delivered to COMPANY or not), including, but not limited to, reports, plans, drawings and specifications, calculations, maps, sketches, notes, data and samples, are the sole and exclusive property of COMPANY without limitation (except CONTRACTOR may retain a copy thereof, subject to CONTRACTOR'S right to use the same solely to perform the Work under this Agreement. Such items (including all copies thereof other than the copy that may be retained by CONTRACTOR pursuant to the foregoing sentence) shall, together with any materials furnished by COMPANY hereunder, be delivered to COMPANY upon request and in any event upon completion or termination of this Agreement. All such items shall be considered to be Confidential Information.

3.4 COMPANY may require CONTRACTOR to perform other services or furnish materials or equipment, or the use thereof, in connection with the Work which are not included in a given Work Directive (hereinafter referred to as "Extra Work"). Extra Work may be occasioned by major changes in specifications requiring materials or equipment of a materially different nature, kind and cost from that contemplated at the time of execution of a given Work Directive, or the performance of other or additional services incidental to the completion of the Work, but not in contemplation of the parties at the time of execution of a given Work Directive. CONTRACTOR shall not perform any Extra Work without first having secured written authorization from COMPANY (by Work Directive or written change order) which shall be signed by COMPANY'S Designated Representative. Such authorization shall describe the Extra Work to be done and specify the price to be paid therefore, or the basis on which such price shall be calculated. Should CONTRACTOR perform any Extra Work without advance written authorization from COMPANY'S Designated Representative such Extra Work shall be at CONTRACTOR'S expense and risk.

3.5 If in the course of performance of Work, there is a change in law applicable to the Work, CONTRACTOR shall bear any increased cost in performing the Work. If there is a change in law applicable to COMPANY'S business operations which directly impacts the Work, any increased costs in performing the Work shall be for COMPANY'S account provided CONTRACTOR requests and clearly documents any such increased costs within thirty (30) days from the date the change in law first impacted the Work.

3.6 To the extent that Work requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the COMPANY'S site, CONTRACTOR shall confer with COMPANY (and others, in CONTRACTOR'S discretion and at its expense) prior to such activity and be responsible for making the appropriate one-call or other required notifications to third parties and for identifying, locating and marking, as necessary, any subterranean archaeological artifacts, structures or utilities ("Underground Facilities"). Thereafter, CONTRACTOR shall take all reasonable precautions to avoid damage or injury to Underground Facilities which were or reasonably should have been discovered by CONTRACTOR in the course of its Work. CONTRACTOR will be liable for all costs and claims resulting from damage to the Underground Facilities arising out of the Work, if they were or reasonably should have been identified by CONTRACTOR.

4.0 INSPECTION

4.1 Inspection

Throughout the performance of the Work, COMPANY shall have the right to designate one or more inspectors or engineers to inspect and test the Waste, Work site and the progress of the Work. CONTRACTOR shall cooperate with such inspectors and engineers in order that the Waste, Work site and Work may be fully inspected and tested and that COMPANY may at all times be fully advised of the progress of the Work and the manner in which it is being performed.

4.2 Inspection or Testing Not Acceptance

CONTRACTOR expressly understands and agrees that any inspection or testing by COMPANY pursuant to this Agreement shall be for COMPANY'S sole benefit and shall not be deemed an acceptance by COMPANY of all or any portion of the Work so inspected or tested. CONTRACTOR further understands and agrees that no inspection or testing by COMPANY pursuant to this Agreement or approval or failure to object to any portion of the Work shall relieve or release CONTRACTOR from any duties, obligations, or liabilities provided in this Agreement.

4.3 Non-Conforming Work

CONTRACTOR shall notify COMPANY in writing when the Work has been completed. If, in the sole good faith discretion of COMPANY, the Work conforms to all of the requirements of the Contract Documents, COMPANY shall accept the Work within ten (10) working days after receipt of such written notice. If, in the sole good faith discretion of COMPANY, the Work or any portion of the Work does not conform to all of the requirements of the Contract Documents, COMPANY shall give CONTRACTOR notice of any non-conforming Work. Within five (5) working days after receiving such notice from COMPANY, CONTRACTOR shall at its expense correct all non-conforming Work or provide a mutually accepted written plan of work for correction of the non-conforming Work. Corrected Work shall be resubmitted for acceptance by COMPANY and the above approval process will be repeated until the Work is acceptable or otherwise rejected by COMPANY.

5.0 INDEPENDENT CONTRACTOR

5.1 The parties expressly understand and agree that CONTRACTOR is acting as an independent contractor unrelated to COMPANY or any of its subsidiary or affiliated companies, entities and persons.

5.2 COMPANY shall have no direction and control over CONTRACTOR or CONTRACTOR'S employees, agents, subcontractors, volunteers or the manner and method utilized by CONTRACTOR and is interested only in results obtained by CONTRACTOR. CONTRACTOR shall determine and have sole discretion over the manner and methods utilized to achieve the results desired by COMPANY and shall be solely responsible for the direction, control, and supervision of its acts and those of its agents, employees, volunteers, and subcontractors incident to the performance of this Agreement.

5.3 It is understood that the Designated Representative may make suggestions to CONTRACTOR solely for the purpose of obtaining the desired results, but CONTRACTOR shall be free to control the details necessary to accomplish such results.

5.4 CONTRACTOR has sole responsibility to determine those matters governing the employment terms and conditions for its employees working under this Agreement, including but not limited to selection, hiring, discipline, grievance resolution, pay and benefits and supervision and control of its employees. COMPANY has no authority or rights and shall not share or have any responsibility in the determination of such matters for such employees, except that COMPANY may require CONTRACTOR to reassign employees to non-COMPANY projects if COMPANY determines that any such employee is working in an unsafe manner, in violation of any labor laws including equal employment opportunity laws or immigration laws, or is not performing the Work according to the terms of this Agreement. In the event an employee of CONTRACTOR or one of its subcontractors files a claim of employment against COMPANY, CONTRACTOR agrees to indemnify and hold COMPANY Indemnitees harmless for and against liability and expense arising therefrom and further agrees to (a) promptly notify COMPANY of any employment related claim to which COMPANY may be a party and (b) cooperate fully with COMPANY by providing COMPANY with all information, and access to employees and records so that COMPANY can investigate and defend such claim.

5.5 CONTRACTOR shall be solely responsible, at its own expense, and CONTRACTOR represents that it has the necessary accounting resources and an employer identification number, for withholding or paying all applicable state and federal income taxes, making all applicable filings and reports with respect to FICA and FUTA taxes, and making all applicable filings and reports in connection with or relating to the services of CONTRACTOR or any individual employed or provided to work under this Agreement by CONTRACTOR. CONTRACTOR agrees to comply with any applicable laws and regulations governing the retention of employment-related records. CONTRACTOR will indemnify and hold harmless COMPANY Indemnitees for and against liability and expense arising from CONTRACTOR'S failure to make such filings and reports or retain such records.

5.6 CONTRACTOR agrees to observe and comply with all applicable provisions and amendments of federal; state and local laws, rules and regulations, including strict compliance with federal immigration laws, employment verification laws enacted in the state(s) in which the Work will be performed, and the Fair Labor Standards Act of 1938.

6.0 PAYMENT, TAXES, COMPLIANCE WITH LAWS, AND LIENS

6.1 Once each month following commencement of the Work, CONTRACTOR shall prepare an invoice for the amount accrued to CONTRACTOR for Work satisfactorily completed during the period covered by such invoice. All invoices, with supporting data, lien releases and waivers, and sworn statements that all bills and materials have been paid, shall be sent with the invoice. If requested by COMPANY or as otherwise required under any Work Directive, lien waivers will be furnished by CONTRACTOR with each invoice substantially in accordance with the form(s) set forth in Exhibit **E**. Invoices and supporting documents will be sent to the Designated Representative unless otherwise instructed by COMPANY. Upon approval of such invoice, and subject to the further provisions hereof, COMPANY shall pay CONTRACTOR the amount approved, less any amounts for which payment was made in connection with previous invoices within thirty (30) days from COMPANY'S receipt of the invoice and supporting data. COMPANY may, in its sole discretion, withhold ten percent (10%) of the amount of such payments.

6.2 In the event COMPANY disputes the amount or content of any invoice, COMPANY shall not be responsible for payment of such invoice or portion of such invoice that is in dispute, until such time as the dispute is resolved.

6.3 All invoices must show Agreement Number (and Work Directive Number) in order to be paid. Any rate schedule or pricing terms provided by CONTRACTOR and accepted by COMPANY shall remain in effect until new rates or pricing terms are mutually agreed upon by COMPANY and CONTRACTOR and amended into the Agreement. Notwithstanding the foregoing, no rate schedule or pricing terms shall be adjusted prior to the expiration of one (1) year from the Effective Date.

6.4 A copy of any time sheets required under any Work Directive for each classification of work or worker showing actual hours worked, description of work performed, progress, valid receipts for all reimbursable expenses, if any, shall accompany each invoice submitted.

6.5 Final payment to CONTRACTOR shall be made by COMPANY only after CONTRACTOR has fully performed and completed the Work to the reasonable satisfaction of COMPANY and presentation of CONTRACTOR'S final adjusted invoice (initialed and dated by COMPANY'S Representative), accompanied by an executed CONTRACTOR'S Certificate of Final Acceptance, substantially in the form of Exhibit **D**. Acceptance by CONTRACTOR of such final payment shall constitute a waiver by it of all claims against COMPANY related to or arising out of this Agreement. Such final acceptance and payment by either party hereto shall not, however, release CONTRACTOR and its surety from any warranty work or other unperformed obligations hereunder.

6.6 It is understood and the parties agree that the sums to be paid under any Work Directive shall be the entire consideration to be received by CONTRACTOR from COMPANY for the Work and that said sums shall include any and all applicable taxes and contributions as otherwise set forth herein.

6.7 Prior to starting the Work, CONTRACTOR shall obtain the necessary permits and licenses to allow CONTRACTOR to remit sales, use, gross receipts and like taxes to the applicable taxing authority. CONTRACTOR agrees to indemnify COMPANY Indemnitees for all taxes, penalties and interest resulting from CONTRACTOR'S failure to properly remit itemized taxes to the applicable taxing authority.

6.8 Portions of Work Invoiced on a Time Plus Material Basis and/or Variations

Upon written notice to CONTRACTOR, COMPANY may elect to directly remit sales, use, gross receipts or like taxes to the taxing authority to whom such taxes are due and directly payable. If COMPANY exercises such election, COMPANY shall provide CONTRACTOR with written evidence, as required by applicable taxing authority, prior to CONTRACTOR'S procurement or payment of taxable purchases of goods and services. CONTRACTOR agrees that the price to be paid for Work performed on a time plus materials basis under this Agreement includes any such sales, use, gross receipts or like taxes on materials, supplies, equipment or services furnished by CONTRACTOR and on services performed by CONTRACTOR. CONTRACTOR shall itemize price(s), including associated sales, use, gross receipts or like taxes for each component of Work performed on a time plus material basis for which title and possession will be transferred to COMPANY. If the appropriate taxes are not separately listed, COMPANY shall have the right to calculate such tax based upon the charges, and withhold the calculated amount from its payment.

6.9 Portions of Work Invoiced on a Lump Sum or Unit Price Basis

CONTRACTOR agrees that the price to be paid for Work performed on a lump sum basis, or unit price basis (such as a price per truckload), under this Agreement includes any such sales, use, gross receipts or like taxes on materials, supplies, equipment or services furnished by CONTRACTOR and on services performed by CONTRACTOR. CONTRACTOR shall separately list all sales, use, gross receipts or like taxes included in the lump sum or unit prices and provide such written verification reasonably acceptable to COMPANY that such taxes have been paid. If the appropriate taxes are not separately listed, COMPANY shall have the right to calculate such tax based upon the charges, and withhold the calculated amount from its payment.

6.10 Other Taxes

CONTRACTOR assumes full responsibility for and agrees to pay for, and agrees that the price to be paid by COMPANY as set herein shall be fully inclusive of, all labor, including overtime as legally required, all overhead, and all contributions and taxes payable under federal and state social security acts, old age pension, worker's compensation laws, unemployment compensation laws and income tax laws and any other applicable laws as to all of its employees and agents engaged in the performance of the Work hereunder; and CONTRACTOR hereby agrees to indemnify and save COMPANY Indemnitees harmless against the consequences of any failure by CONTRACTOR or any of its subcontractors to pay or withhold taxes, charges or compensation due on behalf of its employees or agents involved in the Work.

6.11 To the fullest extent permitted by applicable law, CONTRACTOR covenants and agrees to protect and keep the Work or any site where the Work is performed, any and all interests and estates therein, and all improvements or materials now or hereafter placed thereon pursuant to this Agreement, free from any and all claims, liens, charges or encumbrances in the nature of mechanics, labor, or material liens or otherwise, arising out of or in connection with performance of the Work by CONTRACTOR or any of its subtier contractors (including the furnishing of any materials hereunder), and to promptly have any such lien released by bond or otherwise. If CONTRACTOR disputes in good faith any lien or claim or encumbrance of any laborer, materialman or subcontractor, in lieu of the immediate payment thereof, CONTRACTOR shall post security to protect COMPANY from liability for the payment thereof on terms acceptable to COMPANY and from any expense of defending against that liability, until the dispute is finally resolved. COMPANY may, at its sole discretion, post or place upon the site where any Work is being performed notices of non-responsibility or do any other act permitted by law to exempt COMPANY, the site, any and all interests and estates therein, and any improvements or materials thereon from any liability to third parties for the performance of the Work. The failure of COMPANY to perform any of the actions described in the previous sentence shall not release or discharge CONTRACTOR of any of its obligations hereunder.

6.12 To the fullest extent permitted by applicable law, (a) CONTRACTOR hereby covenants and agrees to waive and does hereby waive any rights to liens to which CONTRACTOR might be entitled for Work performed under this Agreement and (b) CONTRACTOR additionally covenants and agrees to require or cause all of its subcontractors and vendors performing or furnishing any portion of the Work to consent, prior to the performance thereof, to the waiver of any such rights to liens which might accrue to such subcontractor or vendor.

6.13 CONTRACTOR shall comply with all applicable U.S. federal, state, local laws, ordinances, codes, local and national standards and regulations, including the EHS Laws, all as the same may be amended from time to time. CONTRACTOR certifies that unless specifically exempted, all Work furnished under this Agreement has been furnished in compliance with the following laws, regulations and orders, as amended, Title VI and Title VII of the Civil Rights Act of 1967, the Equal Pay Act of 1963, and Rehabilitation Act of 1974, the Immigration Reform Control Act of 1986, the Americans With Disabilities Act of 1990, Executive Orders of the President of the United States, the Office of Federal Contract Compliance Programs and Executive Orders 11246 and 11758, the Equal Opportunity Regulations at 41 CFR Subsection 60-1.4, Age Discrimination in Employment Act of 1967 (including the Older Workers Benefit Protection Act of 1990), Vietnam Era Veterans Readjustment Assistance Act, the Civil Rights Act of 1871 and 1991, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Affirmative Action Regulations at 41 CFR Subsections 250.5 and 741.5, and any other applicable anti-discrimination laws or other applicable laws pertaining to an employment relationship. CONTRACTOR shall assure that each of its permitted subcontractors complies with said requirements as well. CONTRACTOR agrees to protect, indemnify and save harmless COMPANY Indemnitees from all claims, suits, liabilities and costs, including attorney's fees and costs of court, arising out of CONTRACTOR'S or its permitted subcontractors' violation of or non-compliance with such laws, regulations, orders and guidelines. Any breach in any material respect by CONTRACTOR of any provisions contained in this paragraph (including, without limitation, any citation of CONTRACTOR for failure to comply with any valid law, ordinance, regulation or rule) which adversely affects the proper and timely completion or the performance of the Work by CONTRACTOR or affects COMPANY'S operations, shall afford COMPANY the right, in addition to all other remedies, to invoke the termination provisions hereof.

6.14 For any Work performed or furnished in Louisiana, in all cases where CONTRACTOR'S employees (including CONTRACTOR'S direct, borrowed, special or statutory employees) are covered by the Louisiana Worker's Compensation act, La., R.S. 23:1021 et seq., COMPANY and CONTRACTOR agree that all Work and operations performed by CONTRACTOR and its employees pursuant to this Agreement are an integral part of and are essential to the ability of COMPANY to generate COMPANY'S goods, products and services. Furthermore, COMPANY and CONTRACTOR agree that COMPANY is a statutory employer of CONTRACTOR'S employees for purposes of La. R.S. 23:1061(A)(3). Notwithstanding COMPANY'S status as a statutory employer or special employer (as defined in La. R.S. 23:1031 (C) of CONTRACTOR'S employees, CONTRACTOR shall remain primarily responsible for the payment of Louisiana Worker's Compensation benefits to its employees, and shall not be entitled to seek contribution from COMPANY for any such payments.

7.0 INDEMNIFICATION

7.1 CONTRACTOR agrees to release, protect, indemnify and hold harmless COMPANY, its parent, subsidiaries, and affiliates, and its and their respective directors, officers, agents and employees (collectively, "COMPANY Indemnitees"), from all damages (including punitive damages), losses, costs, liabilities, penalties, expenses, demands or claims, including but not limited to those arising from personal injury, violation of any laws including EHS Laws, release of any Waste or Hazardous Materials or any other type of claim (whether arising in tort, contract, or otherwise), and including any and all costs and fees (including attorney's and experts' fees, and discovery costs) arising out of litigation or settlement, (collectively, "Losses"), including Losses described in the remainder of this Section **7.0**, to the extent the Losses are caused by, arise from or relate to,

directly or indirectly, (a) breach of this Agreements, or (b) the acts or omissions of CONTRACTOR and/or its affiliates, or each of their respective agents, employees (including leased employees) or subcontractors. If such Losses were caused in part by the acts or omissions of any COMPANY Indemnitee or any third party (that is not one of the CONTRACTOR Indemnitees), then CONTRACTOR shall only be liable to the extent and for such portion that such Losses were caused by, arise from or relate to, directly or indirectly, the acts or omissions of CONTRACTOR and/or its affiliates or each of their respective agents, employees or subcontractors. CONTRACTOR further agrees that it shall pay any and all costs and expenses (including attorney's fees) incurred by COMPANY in recovering the amount of agreed settlement and/or rendered judgment due to COMPANY from CONTRACTOR'S insurer.

7.2 COMPANY agrees to release, protect, indemnify and hold harmless CONTRACTOR, its affiliates, and its and their respective directors, officers, agents and employees (collectively, "CONTRACTOR Indemnitees"), from every kind or character of Losses, to the extent the Losses are caused by, arise from or relate to, directly or indirectly, a) breach of this Agreements, or (b) the negligent acts or omissions of COMPANY, its agents or employees. If such Losses were caused in part by the acts or omissions of a CONTRACTOR Indemnitee or any third party (that is not one of the COMPANY Indemnitees), then COMPANY shall only be liable to the extent and for such portion that such Losses were caused by, arise from or relate to, directly or indirectly, the negligent acts or omissions of COMPANY, its agents or employees.

7.3 CONTRACTOR shall require each of its subcontractors engaged for performance of the Work to provide express indemnities, enforceable by and for the benefit of the COMPANY Indemnitees, to the same extent required of CONTRACTOR under Section **7.1** above.

7.4 The Parties agree that, to the extent permitted by applicable law, this Section **7.0** shall constitute an effective waiver of any cap(s) established by statute or case law which may limit the indemnified party's recovery, but for this Agreement; provided, however, such a waiver is not intended to benefit any third parties and is not a waiver of any rights or defenses either party hereto may have against a third party, provided however, such a waiver is not intended to benefit any third parties and is not a waiver of any rights or defenses either party hereto may have against a third party.

7.5 CONTRACTOR shall release, protect, indemnify and hold harmless the COMPANY Indemnitees from and against any claim, damage, liability, loss or expense (including costs for defense, settlement, conciliation, and attorney's fees) for which COMPANY may become responsible or pay out, to the extent resulting from any act or omission by CONTRACTOR or any of its subcontractors in the performance of the Work, under the Resource Conservation and Recovery Act (RCRA) and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as the same may be amended from time to time, or any similar state statutes, regulations or requirements related to the collection, transportation, treatment, storage or disposal of the Waste covered under this Agreement or out of CONTRACTOR'S failure to comply with any warranty contained in this Agreement. **NOT APPLICABLE TO CONTRACT 26223.**

7.6 Notwithstanding any provision of this Section **7.0**, COMPANY shall indemnify and hold harmless the CONTRACTOR, its affiliates, directors, officer, employees, agents and subcontractors from and against any and all costs, liabilities, claims, demands and causes of action under the Oil Pollution Act of 1990, 33 U.S.C. 2701-2761, as the same may be amended from time to time ("OPA") or corresponding applicable state law for Removal Costs (as defined in OPA) and damages which result from actions taken or omitted to be taken in the course of rendering care, assistance or advice in connection with a Discharge (as defined in OPA) or threatened Discharge from a Vessel (as defined in OPA) consistent with the National Contingency Plan or as otherwise directed by the COMPANY, the U.S. Coast Guard or other governmental authorities, which the CONTRACTOR, its affiliates, directors, officers, employees, agents and subcontractors, individually or collectively, may suffer, incur, or pay out, EXCEPT TO THE EXTENT THAT:

7.6.1 CONTRACTOR, and any of its affiliates, officers, directors, employees or subcontractors is entitled to immunity from liability under laws granting responders immunity;

7.6.2 such liabilities, claims, demands and causes of action arise out of the gross negligence or willful misconduct of CONTRACTOR or any of its affiliates, officers, directors, employees or subcontractors;

7.6.3 COMPANY would have been entitled to a complete defense to liability under federal law and any relevant state law had such claim, demand or cause of action been made against COMPANY or the Vessel (as defined in OPA) directly;

7.6.4 such payment or indemnification would result in a payment and/or liability of COMPANY in excess of that to which COMPANY would have been entitled to limit its liability under federal law and any relevant state law had such claim, demand or cause of action been made against COMPANY or the Vessel (as defined in OPA) directly; or

7.6.5 such liabilities, claims, demands and causes of action arise in respect of death or personal injury.

8.0 INSURANCE

8.1 CONTRACTOR agrees to carry and maintain the following insurance, from carriers with an A.M. Best rating of at least A-/VIII:

8.1.1 Statutory Coverage Workers' Compensation Insurance (including Occupational Disease Coverage) in accordance with the laws of the states where the Work is to be performed and if CONTRACTOR performs Work on or adjacent to navigable waterways CONTRACTOR shall furnish a certificate of insurance showing compliance with the provisions of the Federal Longshoremen's and Harbor Workers' Compensation Law and the Jones Act.

8.1.2 Employer's Liability Insurance with limits of not less than **$1,000,000** per occurrence and **$1,000,000** per disease/each employee. In the event Work is being performed more than three miles offshore, Maritime Employer's Liability (or Bumbershoot off Vessel P&I policy) coverage of not less than **$1,000,000** per occurrence.

8.1.3 Commercial General Liability Insurance insuring the indemnity agreements set forth in this Agreement with a combined single limit of not less than **$1,000,000** per occurrence and **$2,000,000** in the aggregate. All policies shall remove any exclusion for explosion, collapse and underground operations (XCU) and include coverage for blanket contractual liability assumed hereunder.

8.1.4 Comprehensive Automobile Liability Insurance covering liability arising out of any auto (owned, hired and non-owned); with a combined single limit of not less than **$1,000,000**. If necessary, the policy shall be endorsed to provide contractual liability coverage and, where applicable, pollution. In the event the Work includes transporting Hazardous Waste, with limits of not less than **$1,000,000** and which will include an endorsement to auto liability insurance for upsets or overturns (MCS-90 endorsement).

8.1.5 Professional Liability (Engineer's Errors and Omissions) Insurance, in the event CONTRACTOR is performing design, engineering or other professional services, with limits of at least **$1,000,000** per occurrence and **$2,000,000** in the aggregate.

8.1.6 Builder's "All Risk" Insurance, in the event CONTRACTOR is performing construction services at the COMPANY'S project site, written on a commercially recognized policy form, providing coverage for the equipment furnished and the project in a minimum amount equal to the "full insurable value" of such equipment and the project, including any additional costs which are normally insured under such policy. The insurance coverage shall include boiler and machinery insurance on a comprehensive basis including coverage against damage or loss caused by earth movement (including but not limited to earthquake, landslide, subsidence and volcanic eruption), flood and hurricanes, and coverage against damage or loss caused by machinery accidents and operational and performance testing, commissioning and start-up, with extended coverage, and providing coverage for transit, with sublimits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site. At COMPANY'S election, and in lieu of CONTRACTOR providing Builder's "All Risk" Insurance, COMPANY may provide such coverage in which case CONTRACTOR will be named as an additional insured on such policy, as its interests may appear, and be granted a waiver of subrogation under such policy. **NOT APPLICABLE TO CONTRACT 26223.**

8.1.7 Umbrella Insurance with a minimum limit of not less than **$1,000,000** per occurrence. Such umbrella policy shall follow the form of the Employer's Liability Insurance, Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance set out above, be in excess of those underlying policies without gaps in limits and provide coverage and provide coverage as broad as those underlying policies.

8.1.8 Comprehensive Aircraft Liability Insurance with combined bodily injury, including passengers, and property damage liability single limits of not less than **$5,000,000** each occurrence. This coverage is necessary only when CONTRACTOR uses owned or non-owned aircraft in connection with Work performed under this Agreement.

8.1.9 Hull and Machinery Insurance if the Work includes the use of a marine vessel, with full market replacement value of the vessel and including coverage for the removal of the wreck; Protection and Indemnity Insurance including marine pollution coverage with a minimum limit of **$5,000,000** per occurrence; Marine Towers Liability Insurance if the Work includes towing of any vessel; Marine Cargo Insurance if the Work includes transporting goods or materials on waterways, with limits sufficient to cover the replacement cost thereof (including the cost of insurance and freight). **NOT APPLICABLE TO CONTRACT 26223.**

8.1.10 Pollution Liability Insurance, in the event the Work includes excavation where there is a known potential for release of Hazardous Materials and/ or treatment or remediation of Hazardous Material(s), coverage of not less than **$5,000,000** per occurrence and in the aggregate. **Pollution liability limits are included within the General Liability limits of $1,000.000 each occurrence/$2,000,000 aggregate, but umbrella policy would kick in after that.**

8.2 As additional security for COMPANY and the separate obligation of CONTRACTOR, whether or not required by the other provisions of this Agreement, all insurance policies carried by CONTRACTOR hereunder (except Worker's Compensation and Professional Liability) shall name Kinder Morgan Energy Partners, L.P. and each of its respective subsidiary or affiliated companies and entities, their respective successors and assigns, and all of their respective directors, officers, agents and employees, and the respective owners of affiliated entities (for their vicarious liability) (all of the foregoing persons and entities, for the purposes of Section **8.3** and **8.4** below only, being identified as "Kinder Morgan") and COMPANY's indemnifying contractors as additional

insureds with respect to liability arising out of the Work performed by CONTRACTOR or subcontractor, as applicable.

8.3 Also, as additional security for COMPANY and the separate obligation of CONTRACTOR, whether or not required by other provisions of this Agreement, all insurance policies of CONTRACTOR (except Professional Liability) shall include a waiver of subrogation in favor of Kinder Morgan (unless prohibited by law).

8.4 Before commencing any performance under this Agreement, CONTRACTOR shall furnish COMPANY with certificate(s) of insurance and copies of such endorsements to evidence insurance coverage as required by the provisions of this Agreement. Failure of CONTRACTOR to furnish such evidence of insurance coverage shall not be considered a waiver by COMPANY of such coverage. All insurance certificates which are submitted shall include the following statement:

> "As required by written contract: (a) Kinder Morgan and its indemnifying contractors are named as additional insured on all above policies (except Worker's Compensation and Professional Liability) and (b) waiver of subrogation in favor of Kinder Morgan applies on all policies (except Professional Liability)."

8.5 The insurance coverages required of CONTRACTOR shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to or maintained by or for the benefit of COMPANY, and shall not require the exhaustion of any other coverage.

8.6 Should any of the above described CONTRACTOR policies be cancelled before the expiration date thereof, CONTRACTOR shall cause its carrier to deliver notice to COMPANY within the timeframe provided by the policy for notice of cancellation to be provided to the insured. CONTRACTOR shall notify COMPANY immediately if the carrier declines or fails to so notify COMPANY and shall also notify COMPANY of any such cancellation.

8.7 CONTRACTOR shall promptly notify COMPANY when any insurance policy required above is not reasonably available and shall state the reasons therefore.

8.8 All deductibles, self insured retentions and self insurance carried by the CONTRACTOR under its insurance program are the sole responsibility of the CONTRACTOR and will not be borne in any way by the COMPANY. The CONTRACTOR will indemnify the COMPANY Indemnitees in full for any amounts related to such deductibles, retentions and self insurance.

8.9 In the event of the CONTRACTOR'S failure to carry out any of the provisions of this Section **8.0**, the COMPANY shall, in addition to any right to recover damages or to obtain other relief, have the right to terminate this Agreement or any Work Directive issued pursuant hereto.

8.10 All subcontractor policies shall be endorsed with the waiver of subrogation and additional insured wording set forth in Section 8.4 above. Any deficiency in the coverage, policy limits, or endorsements of said subcontractors will be the sole responsibility of CONTRACTOR.

9.0 SAFETY AND ENVIRONMENTAL REQUIREMENTS

9.1 CONTRACTOR shall comply with all applicable federal, state and local laws, ordinances, codes, local and national standards and regulations, including the EHS Laws. CONTRACTOR agrees to provide all necessary training, safety equipment and safety instruction, including a written safety plan, necessary for the safety of its employees, the COMPANY'S invitees, employees, representatives and subcontractors, if any, and all other individuals who may be at the Work location pursuant to the requirements, invitation or permission of CONTRACTOR or COMPANY.

9.2 CONTRACTOR shall be proactive, prudent and take all necessary precautions toward all safety issues and shall actively promote working conditions and Work practices which will ensure all workers a safe and healthful work environment. This Agreement shall be governed by the provisions, as the same may be amended from time to time, of the U.S. Occupational Health and Safety Act (OSHA) of 1970 and other EHS Laws, and by regulations imposed by any federal, state or local authority having jurisdiction therefore. CONTRACTOR shall access COMPANY'S Contractor Safety Manual and supplemental forms at: http://www.kindermorgan.com/work/contractor_co/safety_req.cfm prior to execution of any Work Directive and the commencement of any Work. If CONTRACTOR cannot access the Safety Manual, CONTRACTOR shall contact the Designated Representative prior to execution of any Work Directive and the commencement of any Work. CONTRACTOR further agrees to access the Safety Manual no less frequently than every six (6) months during the term of this Agreement to check for updates to the Manual throughout the term hereof. CONTRACTOR shall cause copies of the Safety Manual to be available for its employees and subcontractors on the Job Site throughout the course of any Work being performed, and require said employees and subcontractors to comply with said Safety Manual at all times when they are performing work on COMPANY premises. CONTRACTOR can request copies of the Kinder Morgan Contractor Safety Pre-Job Orientation Program materials by emailing the KM Contractor Safety Group at: contractor_safety@kindermorgan.com

9.3 CONTRACTOR will take all necessary precautions to protect personnel and property from injuries or damage due to falls, fumes, fire, explosion or other hazards presented by the Work. It shall be CONTRACTOR'S responsibility to contact, and instruct its employees, subcontractors and agents to contact, COMPANY'S Designated Representative, prior to commencing any Work, regarding safety policies and procedures and potential hazards or Hazardous Materials in the Work areas, whether or not such hazards are addressed by federal, state or local law or regulations.

9.4 COMPANY may, at its option, suspend the Work for a full safety inspection and correction at any time if the Designated Representative (1) discovers a safety violation, (2) sees the possibility of a dangerous condition in any Work area, or (3) notices a pattern by CONTRACTOR or any subcontractor of disregard for maintaining a safe jobsite. If CONTRACTOR has one major or two or more minor safety violations, then such violations shall be grounds for immediate termination of this Agreement and/or Work Directive and/or COMPANY may eject CONTRACTOR'S personnel and CONTRACTOR'S subcontractor(s) and their personnel from COMPANY'S premises or jobsite.

9.5 COMPANY will make available to CONTRACTOR all information in its possession regarding the Waste, including its chemical analysis, known surface conditions, topographical surveys or other relevant information, that would assist CONTRACTOR in properly evaluating the nature and character of the Waste and the Work to be performed; provided, however, that COMPANY does not warrant the accuracy or completeness of the information provided. COMPANY shall be responsible for any environmental condition existing at the Work site prior to the time CONTRACTOR commences performance under this Agreement. However, CONTRACTOR shall remedy at its sole expense any creation or release of Waste or a Hazardous Material at or from the Work site to the extent that such creation or release is the result of CONTRACTOR'S performance of Work, whether such Waste or Hazardous Material existed on the site prior to the performance of the Work. CONTRACTOR shall indemnify and hold COMPANY Indemnitees harmless from and against all liability, loss, cost, damage and expense (including attorney's fees) arising from or in connection with (a) such release or creation of Waste or Hazardous Materials, or (b) CONTRACTOR'S violation of EHS Laws or any applicable permit, in the course of CONTRACTOR'S performance of the Work. "Hazardous Material(s)" means and includes: (i) all elements or compounds that are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency or under any EHS Laws, and (ii) any "hazardous waste," "hazardous substance", "toxic substance," "regulated substance," "pollutant" "contaminant", "oil" or "petroleum", each as defined under any EHS Laws. "EHS Laws" means any

and all U.S. federal, state, and local laws, regulations, permits, approvals and requirements pertaining to health, safety, or the environment.

9.6 In performing the Work CONTRACTOR agrees to maintain all COMPANY premises in a clean, safe condition in compliance with applicable regulations and to COMPANY'S reasonable satisfaction. If CONTRACTOR fails to so maintain any COMPANY premises, COMPANY may secure such maintenance from another source at CONTRACTOR'S expense without affecting CONTRACTOR'S obligations or responsibility to perform hereunder.

9.7 CONTRACTOR shall remove all Hazardous Materials, Waste, unused material belonging to CONTRACTOR, rubbish, releases, spills, oil sludge, trash, debris or excavations and structures (not necessary to be left as part of the completed Work) from COMPANY premises or other areas where work has been performed, or where such material has accumulated, unless COMPANY elects to retain such matter. CONTRACTOR warrants and guarantees that the sludge, spills, releases, trash, debris or other Waste will be disposed of in accordance with all federal, state and other governmental laws, rules and regulations, environmental or otherwise.

9.8 CONTRACTOR warrants that:

9.8.1 It shall report usage of all toxic chemicals in the performance of the Work.

9.8.2 It will obtain Material Safety Data Sheets ("MSDS") for all Hazardous Materials or substances utilized hereunder and will make same available at all times to COMPANY, CONTRACTOR and subcontractor employees at any Work location hereunder. At COMPANY'S request, CONTRACTOR shall be responsible for and deliver to COMPANY shipping papers, manifests and labels with each shipment of Waste in accordance with all applicable requirements of the United States Department of Transportation, (DOT) and the United States Environmental Protection Agency (EPA) under the Toxic Substances Control Act (TSCA), the Resource Conservation and Recovery Act (RCRA), or any replacement or successor agency thereto, and all other federal, state and local statutes, regulations and ordinances. It is knowledgeable about current, existing, known Hazardous Materials, Waste, or substances at any jobsite where the Work is performed and shall be solely responsible to solidify, remove, remediate, encapsulate, treat, neutralize, transport and complete the required record keeping or documentation to take these same Hazardous Materials, wastes or substances away from those jobsites, to treatment and disposal sites approved by COMPANY and approved by the federal, state or local authorities having jurisdiction over the treatment, disposition and control of these products and to the complete satisfaction of these authorities. **However, it is expressly understood and agreed that any technical assistance or advice rendered by Contractor to Company in reference to the efforts of Company to properly package and/or classify Company's Hazardous Materials, shall be deemed gratis advice only, as under the environmental laws, rules and regulations it is the obligation solely of the "Generator" of a waste stream to classify its waste.**

9.8.3

9.8.4 It has the knowledge, trained personnel, skills, equipment, experience and any other qualification needed to comply fully with this Section **9.0** as defined by the authorities having jurisdiction therefore, or will hire individual(s) or subcontractors which have same, at no additional cost to COMPANY. CONTRACTOR further represents to COMPANY that it has the skill and professional competence, expertise, experience with United States Coast Guard classification and all other necessary training,

certification, licenses and approvals to undertake the obligations imposed by this Agreement.

9.8.5 It will immediately notify COMPANY in the event that it encounters Hazardous Material(s) during the course of its Work which were not known or disclosed at the time of commencement of this Agreement.

9.8.6 It understands the known hazards and risks to human beings, property, and the environment associated with the handling, transporting, treating, processing, storing and disposing of Waste.

9.8.7 It is engaged in the business of transporting and disposing of Waste, has the highest level of professional skill, competence and expertise in these areas, and shall perform the Work in compliance with all EHS Laws using its best professional judgment and in a manner consistent with the level of care and skill ordinarily exercised by comparable members of the profession currently practicing under similar conditions in the community.

9.8.8 It shall have all permits, licenses, certificates and any other necessary approvals for performing the Work as required by applicable laws, statutes, ordinances, orders, rules, regulations and guidance of the federal, state and local governments having jurisdiction over the Work and such equipment and facilities used for the transporting, treatment and disposal of the Waste. CONTRACTOR shall provide COMPANY with reasonable advance written notice if any license, permit, certificate or any other approval is necessary to perform the Work hereunder, or if any license, permit, certificate, or any other approval necessary to perform the Work is to expire and cannot be renewed during the term of the corresponding Work Directive or is the subject of any judicial or administrative action seeking to impose a penalty or fine or to revoke or suspend such license, permit, certificate or approval. Such notice shall also be provided if CONTRACTOR decides not to obtain any necessary license, permit, certificate or approval which becomes required after execution of the corresponding Work Directive. Upon COMPANY'S receipt of such notice or upon COMPANY'S learning that CONTRACTOR is performing the Work without a required license, permit, certificate or any other necessary approval, COMPANY shall be entitled to terminate the Work Directive upon written notice thereof to CONTRACTOR as set forth in Section **12.3.2**.

9.8.9 It shall be responsible for and shall deliver to COMPANY all shipping papers, manifests and labels with each shipment of Waste in accordance with all applicable requirements of the United States Department of Transportation (DOT) and the United States Environmental Protection Agency (EPA) under the Toxic Substances Control Act (TSCA), the Resources Conversation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, and all other EHS Laws.

9.8.10 The Work shall be free from defects in workmanship and shall conform in all aspects to the terms of the Contract Documents, applicable laws, and the approved practices and standards of the industry.

9.8.11 CONTRACTOR shall provide each person whom CONTRACTOR should reasonably foresee being exposed to Waste and Hazardous Materials (including, but not limited to, CONTRACTOR'S employees and subcontractors) with clear and reasonable warning of the hazards associated therewith, and shall take all actions necessary to protect such persons, property and the environment from such hazards.

9.8.12 CONTRACTOR shall immediately notify COMPANY of all directions CONTRACTOR receives from and all communication with any governmental body or agency with

regard to the Work. CONTRACTOR shall, to the extent practicable, under the circumstances, coordinate any response to a governmental body or agency's direction, request or other communication with COMPANY'S Designated Representative or his or her designee.

9.9 If CONTRACTOR'S Work includes activity for which a one-call telephone call must be made prior to commencement of such activity and CONTRACTOR fails to make the required call(s), which failure becomes known to COMPANY prior to payment of CONTRACTOR'S final invoice, then COMPANY may take a credit against such final invoice according to the following schedule: one (1) failure to call equals five hundred dollars ($500); two (2) failures to call equals one thousand dollars ($1,000); three failures to call equals ($5,000); more than three failures to call equals ten thousand dollars ($10,000).

9.10 CONTRACTOR shall be liable to COMPANY without limitation for any and all costs and/or damages arising out of any breach by CONTRACTOR of Department of Homeland Security ("DHS") Chemical Facility Anti-Terrorism Standards ("CFATS") requirements, codified at 6 C.F.R. Part 27, as the same apply to the Premises. By way of example, these costs and/or damages may result from the possession, use, storage, handling and/or management by CONTRACTOR of a chemical of interest ("COI") identified in Appendix A to CFATS, 6 C.F.R. Part 27, Appendix A, on COMPANY Premises and/or from the failure by CONTRACTOR to comply with reporting, record-keeping, or any other requirements contained in CFATS, including but not limited to the submission of a CFATS Top-Screen.

9.11 CONTRACTOR must notify COMPANY thirty (30) days in advance of any plans by CONTRACTOR to bring any COI onto the Premises, and must obtain the written approval of COMPANY's Director - Security or COMPANY representative designated by the COMPANY's Director - Security or COMPANY Officer for the Premises prior to bringing any COI onto the Premises. If providing such notice and obtaining such approval is not possible within this time frame due to an emergency situation, CONTRACTOR shall notify COMPANY and gain approval from the COMPANY Director - Security or designated COMPANY representative as soon as reasonably possible.

10.0 CALIFORNIA RELEASE NOTIFICATION REQUIREMENTS

In the event any of the Work is to be performed by CONTRACTOR or its permitted subcontractors in the State of California then the following provisions in this Section **10.0** shall apply with respect to such Work:

10.1 CONTRACTOR shall ensure that its employees, agents, and subcontractors' employees engaged in CONTRACTOR'S activities in the performance of the Work:

10.1.1 Are notified, and when required, as determined by COMPANY, trained and instructed by COMPANY, either directly or through a train-the-trainer program instituted by COMPANY, concerning the order of actions to be taken upon discovery of a release or threatened release condition of a Hazardous Material or pollutant substance; and

10.1.2 Understand that no Work or visit shall be undertaken to any COMPANY right-of-way or facility where there is no COMPANY representative onsite and readily accessible (a "Non-COMPANY Onsite Situation"), unless the training referred to in subsection **10.1.1** above has occurred for CONTRACTOR'S employees, agents and subcontractors' employees who will be performing at such a site.

10.2 COMPANY has determined that CONTRACTOR:]

☐ Will be working in a Non-COMPANY Onsite Situation and MUST complete the training.

☒ Will be working in a COMPANY Onsite Situation and MUST ensure that its employees, agents and subcontractors' employees have been notified accordingly, and if deemed necessary by COMPANY, CONTRACTOR will assure that prior to performing any Work CONTRACTOR'S employees, agents and subcontractors' employees will be trained relative to COMPANY'S revised release reporting criteria.

11.0 DRUG AND ALCOHOL POLICY AND TESTING REQUIREMENTS; FIREARMS POLICY; OPERATOR QUALIFICATION REQUIREMENTS FOR COVERED TASKS

Per COMPANY'S determination, the Work includes DOT Jurisdictional Work as follows:

☐ YES ☐ NO If YES Section **11.1** and Section **11.5** apply.

If NO above Section 11.2 or Section 11.5 below applies, as determined by COMPANY and checked below.

☐ Section **11.2** Drugs/Alcohol/Weapons Policy in Non-DOT situations. (For example office type work)

☐ Section **11.5** Non DOT Drugs/Alcohol/Weapons Policy in Non-DOT situations requiring Pre-Employment, Accident and Random Testing. (For example field type work)

In the event neither the "yes" or "no" box is checked, then Sections 11.2 and 11.5 shall be deemed to apply, and CONTRACTOR shall not undertake any DOT jurisdictional work unless and until CONTRACTOR satisfies Section 11.1.

11.1 Drug/Alcohol/Operator Qualification Program and Testing – DOT Situations:

CONTRACTOR represents and warrants that it has established, maintains, and enforces both a Drug and Alcohol Program and an Operator Qualification Program per requirements as outlined in Exhibit **C**.

11.2 COMPANY Policy Regarding Drugs/Alcohol/Weapons in Non-DOT Situations:

CONTRACTOR agrees to advise its employees/provided personnel and the employees/provided personnel of its subcontractors and agents that it is the policy of COMPANY that:

11.2.1 The use, possession, manufacture, and/or distribution of illegal drugs or unauthorized drugs, drug-related paraphernalia, or weapons (to the extent permissible by applicable state law) is strictly prohibited on COMPANY Premises. The use or possession of alcoholic beverages, except where authorized by COMPANY'S management, is also prohibited. CONTRACTOR's employees and provided personnel shall not carry or transport any firearm or weapon, whether or not concealed, on the Premises in any COMPANY-owned vehicle or in any other vehicle (except as allowed by applicable State law) while engaged on COMPANY business or in the performance of Work. In the event applicable State law expressly allows weapons to be brought on any Premises, then all such allowed weapons must be unloaded and locked out of sight at all times;

11.2.2 Entry onto or presence on COMPANY'S premises by any person, including CONTRACTOR, CONTRACTOR'S employees, subcontractors, subcontractors' employees, contract personnel, temporary employees and visitors, constitutes

consent to COMPANY to conduct searches, whether announced or unannounced, on COMPANY'S premises of the person and his or her personal effects for such prohibited items, and consent to drug testing at any time while on COMPANY'S premises;

11.2.3 Any person suspected or found in violation of the policy, abusing prescription or over-the-counter medications, or who refuses to permit a search or drug or alcohol test may be removed and barred from COMPANY'S premises, at the sole discretion of COMPANY; and

11.2.4 CONTRACTOR personnel, who test positive for illegal drugs or unauthorized alcohol as a result of a test conducted in connection with CONTRACTOR's performance of this Agreement, or upon request of COMPANY, will be removed from any further performance or services under this Agreement.

11.3 CONTRACTOR is now and at all times during performance of this Agreement shall continue to be a member of ISNetworld or any similar organization which is successor thereto for COMPANY'S purposes, as notified by COMPANY to CONTRACTOR;

11.4 CONTRACTOR has and during the performance of this Agreement shall continue to report full, complete and accurate information to ISNetworld concerning CONTRACTOR'S employees;

11.5 COMPANY Policy Regarding Drugs/Alcohol/Weapons in **Non-DOT jurisdiction** situations requiring Pre-Employment, Accident and Random Testing.

In addition to the notification and other requirements contained in Section **11.2** above, CONTRACTOR shall:

11.5.1 At CONTRACTOR'S cost, test his employees/provided personnel utilized in performance of the Work for drug and alcohol (D/A) impairment under the following conditions:

11.5.1.1 Pre-Employment Testing:

CONTRACTOR shall conduct pre-employment D/A testing of all employees/provided personnel who will be required to work on property owned, operated or leased by COMPANY or any Jobsite. A negative test result is required for each of CONTRACTOR'S employees or provided personnel prior to commencing Work.

11.5.1.2 Post-Accident Testing:

(A) Employees/Provided Personnel Subject to Post-Accident Testing:

An employee/provided personnel whom COMPANY or CONTRACTOR reasonably believes may have contributed to an accident on the Jobsite or while engaged in the performance of Work may be required to undergo D/A impairment testing as determined by the COMPANY. Such a test will be conducted at CONTRACTOR'S cost as soon as practicable after the accident, but for drugs not later than thirty–two (32) hours after the accident and for alcohol not later than eight (8) hours after the accident. CONTRACTOR will make reasonable attempts to obtain a sample from an employee/provided personnel following an Accident (as defined below), but any injury should be treated first.

(B) **Accident** is defined as "an unplanned, undesired event, resulting in injury and/or damaging to property and/or process interruption."

(C) Obligations of Employee/Provided Personnel Subject to Post-Accident Testing:

(a) CONTRACTOR (or subcontractor, as the case may be) shall require the employee/provided personnel who is subject to post-accident testing to remain readily available for such testing and caution him/her not take any action which could interfere with the testing or the results of testing.

11.5.1.3 Notify CONTRACTOR'S and subcontractors' employees/provided personnel that random testing will occur under the following conditions:

(A) All CONTRACTOR (and subcontractor, as the case may be) employees/provided personnel working on property owned, operated or leased by COMPANY (including right-of-way) or any Jobsite shall be subject to unannounced and random drug and alcohol testing by CONTRACTOR at CONTRACTOR'S expense. The primary purposes of unannounced random testing are to deter illegal D/A use which may affect work performance or safety, and to ensure a D/A free workforce. Random D/A testing shall be conducted each year during the term of this Agreement, at a minimum twenty-five percent (25%) of the employee/provided personnel engaged in the Work. CONTRACTOR shall exercise reasonable efforts to make random testing selections spread reasonably over a twelve (12)-month period.

(B) Random tests will only be administered just before, during, or shortly after a CONTRACTOR'S (or subcontractor's) employee's/provided personnel's Work time;

(C) CONTRACTOR (and subcontractor) employees/provided personnel engaged in the Work must remain in the random selection pool at all times, regardless of whether or not they have been previously selected for testing.

(D) CONTRACTOR (and subcontractor) employees/provided personnel shall be selected for testing by using a computer-based random number generator;

(E) No advance warning will be given to employees/provided personnel regarding the dates and times of random testing.

11.5.1.4 Testing Upon Reasonable Suspicion

If in the course of CONTRACTOR'S performance of the Work on COMPANY premises, COMPANY has reasonable suspicion based upon objective observation (or report by a non-COMPANY objective observer) that CONTRACTOR (or subcontractor) personnel has violated the policy, COMPANY may require such person(s) to undergo testing. If a person who is CONTRACTOR'S (or subcontractor's) personnel is reasonably suspected to be in violation of the policy and does test positively, the expense of the test shall be borne by CONTRACTOR.

11.5.2 Any person reasonably suspected or found in violation of the policy (by positive test result or otherwise) or who refuses to permit a search or drug or alcohol test may be removed and barred from COMPANY'S premises (owned, operated or leased) or Jobsite, at the sole discretion of COMPANY. CONTRACTOR shall

advise its employees/provided personnel and subcontractors' employees/provided personnel concerning this provision.

11.5.3 CONTRACTOR and subcontractor personnel (whether employees, leased employees, temporary employees, or contract workers) who test positive for illegal drugs or unauthorized alcohol, will be removed from any further performance of services under this Agreement; provided that if such personnel has self-reported to his employer as requiring drug or alcohol treatment and successfully completes that treatment, (s)he may become eligible for readmittance to COMPANY'S premises after (s)he submits proof to CONTRACTOR of attendance and successful completion of a substance abuse program recognized by CONTRACTOR as adequate, and CONTRACTOR certifies to COMPANY that CONTRACTOR has received the same along with a negative return-to-work test result. An individual whose test specimen is "cancelled without medical explanation" shall be required to undergo a re-test under direct supervision.

11.6 **Operator Qualifications**

COMPANY has determined that the Work includes the performance of "Covered Task(s)" (as defined in Kinder Morgan's Operator Qualification Plan) as follows:

☐ YES Section **11.6** applies.

☐ NO Section **11.6** does not apply.

In the event neither box is checked then Section 11.6 shall be deemed to apply.

11.6.1 With respect to Work to which operator qualifications requirements apply, CONTRACTOR warrants and covenants to COMPANY as follows, and shall cause its subcontractors performing Work hereunder to which operator qualifications requirements apply to warrant and covenant to CONTRACTOR as follows, with respect to their respective workers (whether they be permanent or temporary employees, or contracted/leased workers):

11.6.1.1 All of the workers utilized on COMPANY premises in the performance of Work under this Agreement to which operator qualifications requirements as set forth in Exhibit C hereto (the "Operator Qualifications Requirements") apply (whether such workers be permanent or temporary employees, or contracted/leased workers) shall be in compliance with said Operator Qualifications Requirements at all times when performing such Work; and

11.6.1.2 All welders utilized in the performance of Work under this Agreement are qualified under COMPANY-established welding procedures which shall be notified by COMPANY to CONTRACTOR; and

11.6.1.3 For five (5) years following completion or termination of the Work and for so long thereafter as there may remain any unresolved questions or disputes regarding any aspect of operator qualifications as pertains to the Work, CONTRACTOR shall provide and retain in ISNetworld (a) copies of its employees' Operator Qualification records, and (b) copies of its applicable subcontractors' employees' records regarding compliance by such subcontractors' employees with said Operator Qualifications Requirements during the performance of the Work.

11.6.2 During the performance of the Work and for five (5) years following completion or termination of the Work in accordance with this Agreement and for so long thereafter as there may remain any unresolved questions or disputes regarding any aspect of operator qualifications, COMPANY or COMPANY's designee shall have the right to audit CONTRACTOR'S personnel records (and its subcontractors' records, as retained per paragraph **11.6.1.2** above) concerning compliance with said Operator Qualifications Requirements in connection with the Work.

11.7 The provisions of this Section 11.0 are in addition to and not intended to limit COMPANY's right to audit as provided in Section 12.0 below.

12.0 ASSIGNMENT, TERMINATION AND RIGHT TO AUDIT

12.1 This Agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto, but CONTRACTOR, due to CONTRACTOR'S qualifications and experience, shall not assign CONTRACTOR'S rights or obligations or pledge as security any sum that may accrue to CONTRACTOR hereunder without the prior written consent of COMPANY. Any such assignment or pledge without COMPANY'S prior written consent shall, at COMPANY'S election, be considered null and void or result in the immediate termination of this Agreement and all or part of the Work being performed hereunder. Notwithstanding such termination, CONTRACTOR shall be liable for all additional costs incurred by COMPANY resulting from such termination and in completing the Work.

12.2 CONTRACTOR shall not sublet or subcontract any Work to be performed except as authorized in writing by COMPANY. CONTRACTOR further agrees to require that its authorized subcontractors accept and comply with all terms of this Agreement.

12.3 Termination

12.3.1 For Convenience

COMPANY may terminate for its convenience this Agreement or any Work Directive in whole or in part for any reason at any time upon ten (10) days written notice to CONTRACTOR.

12.3.2 For Default

COMPANY may terminate this Agreement or any Work Directive in whole or in part for default by CONTRACTOR in its contractual obligations hereunder by giving ten (10) days prior written notice to CONTRACTOR; provided, however, that termination pursuant to Section **9.4** shall not require such ten-day notice. Without limiting the generality of the foregoing sentence, CONTRACTOR shall be deemed to be in default hereunder if CONTRACTOR

12.3.2.1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

12.3.2.2 consistently fails to achieve any milestones set out in any given Work Directive;

12.3.2.3 fails to make prompt payment to subcontractors or materialmen for materials or labor;

12.3.2.4 violates, or is indicted for any violation of, any law, ordinance, rule regulation or order of any public authority having jurisdiction;

12.3.2.5 fails to obtain and maintain insurance as required hereunder or fails to observe the insurance provisions hereof;

12.3.2.6 fails to remedy a default or potential default (which would occur through lapse of time) under the terms governing any security provided by CONTRACTOR pursuant to Section **20.0** hereof; or

12.3.2.7 is in breach or default in any material respect of any other duty, obligation, representation or term set forth in the Contract Documents;

12.3.2.8 suffers any of the following to occur:

12.3.2.8.1 institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and

12.3.2.8.1.1 this Agreement is not assumed or rejected within sixty (60) days after an order for relief is entered, or

12.3.2.8.1.2 such proceeding or petition results in a judgment of insolvency or bankruptcy or the making of an order for CONTRACTOR'S winding up or liquidation which judgment is not dismissed, discharged, stayed or restrained within sixty (60) days after commencement of the action, and this Agreement is not assumed or rejected within such sixty (60) day period;

12.3.2.8.2 such proceeding or petition results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for CONTRACTOR'S winding up or liquidation which judgment is not dismissed, discharged, stayed or restrained within sixty (60) days of its entry;

12.3.2.8.3 has a secured party take possession of all or substantially all of its assets or has a distress, execution, attachment, sequestration or other legal process levied or enforced against all or substantially all of its assets and such secured party maintains possession, and any such process is not dismissed, discharged, stayed or restrained; or

12.3.2.8.4 following the occurrence of any of the following, fails to provide assurances of future performance to COMPANY which are satisfactory to COMPANY in COMPANY'S reasonable discretion within fifteen (15) days of COMPANY'S demand therefore:

12.3.2.8.4.1 makes a general assignment, arrangement or composition with or for the benefit of its creditors;

12.3.2.8.4.2 becomes insolvent or is generally unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;

12.3.2.8.4.3 seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for all or substantially all of its assets;

12.3.2.8.4.4 otherwise seeks protection from creditors.

12.4 Upon termination for convenience under subsection **12.3.1**, COMPANY will pay CONTRACTOR'S costs properly allocable and directly relating to the termination, together with reasonable profit for the portions of the Work performed prior to termination, but in no case shall COMPANY be liable for payment to CONTRACTOR for unrealized costs or anticipated profits hereunder. COMPANY shall be entitled to deduct any costs or expenses owed to COMPANY by CONTRACTOR against any sums due to CONTRACTOR as a result of COMPANY terminating this Agreement. CONTRACTOR shall provide COMPANY with an itemized invoice for said termination costs allowed hereunder along with supporting documentation within thirty (30) days from the date of termination; otherwise, said termination costs shall be deemed waived by CONTRACTOR.

12.5 Upon termination for default under subsection **12.3.2**, COMPANY may take over the Work and prosecute the same to completion and may utilize any other remedies available at law or equity. In addition to any such remedies, CONTRACTOR shall be liable to COMPANY for all additional costs and expenses incurred by COMPANY to complete the Work, including any damages for delay in completing the Work, and for any damages or injury of any type or kind caused by CONTRACTOR'S failure to fulfill its obligations to complete the Work or fulfill its obligations hereunder.

12.6 Upon receipt of COMPANY'S notice to terminate, CONTRACTOR shall, unless the notice directs otherwise, immediately cease Work and if so directed make every reasonable effort to secure cancellation of all existing orders or contracts upon terms and conditions satisfactory to COMPANY and transfer to COMPANY all data, specifications, reports, estimates, summaries and other materials and information supplied by COMPANY or obtained by CONTRACTOR in performing hereunder. In addition, CONTRACTOR will take any action that may be necessary, or required by the COMPANY, for the protection, treatment and preservation or disposal, as directed by COMPANY, of the property related to this Agreement that is in the possession of the CONTRACTOR and which COMPANY has or may acquire an interest. The parties agree that "reasonable effort", as a minimum, shall be that CONTRACTOR has explicitly contacted each and every supplier for which outstanding orders and/or contracts exist in connection with the Agreement, and has attempted to cancel every such order and/or contract upon terms and conditions reasonably satisfactory to COMPANY.

12.7 Throughout the term of this Agreement and for a period of five (5) years following the completion or termination of this Agreement and for so long thereafter as there may remain any unresolved questions or disputes regarding any item: (a) COMPANY shall, at all reasonable times and upon prior notice to CONTRACTOR, have access to all CONTRACTOR'S, subcontractors', and vendors' personnel, books, records, correspondence, instructions, plans, equipment maintenance records, drawings, receipts, vouchers, financial accounts and memoranda of every description pertaining to the Work for the purpose of auditing and verifying costs of the Work, CONTRACTOR'S compliance with applicable laws, CONTRACTOR'S safety performance under this Agreement or for any other reasonable purpose; (b) COMPANY shall have the right to reproduce any of the aforesaid documents; (c) in the event that any audit reveals an error or discrepancy of any nature whatsoever, such error or discrepancy will be corrected promptly, and any moneys owing and due either COMPANY or CONTRACTOR will be paid promptly by the

other party; and (d) CONTRACTOR shall not charge for any costs incurred by assisting COMPANY with audits performed pursuant to this Agreement.

12.8 Neither CONTRACTOR nor COMPANY shall be liable to the other for indirect, special, exemplary, consequential or punitive damages, EXCEPT (i) arising out of breach of the confidentiality provisions under this Agreement, (ii) resulting from gross negligence or willful misconduct, or (iii) except as otherwise provided herein.

13.0 DELAYS; REMEDIES AND DISPUTE RESOLUTION

13.1 Force Majeure

13.1.1 "Force Majeure", as used herein, shall mean acts of God, acts of public enemies, fire, war or civil disturbance, insurrection, blockades, strikes, riots, epidemics, landslides, lightning, hurricanes, earthquakes, floods and/or washouts, explosions, commandeering of raw materials or products or plants or facilities by a government, labor disputes involving a general stoppage of work on the job, rules, regulations, orders or acts of governmental authority, loss or shortage of transportation facilities due solely to an event described in this subsection **13.1.1**, inability with reasonable diligence to obtain materials due solely to the effect of an event described in this subsection **13.1.1**, and in each case not involving the fault or negligence of COMPANY or CONTRACTOR.

13.1.2 It is agreed that in the event either party is rendered unable wholly or in part by Force Majeure to carry out its obligations hereunder, then such party shall give notice of the full particulars of such Force Majeure event in writing to the other party as soon as practicable after the occurrence of the cause relied on. The obligation of the party giving such notice, so far and only insofar as affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall be remedied with all reasonable dispatch. This obligation to remedy shall not require the settlement of labor matters when such course is inadvisable in the judgment of the party claiming same as a Force Majeure. Neither party shall be entitled to any additional compensation for delays resulting from a Force Majeure event.

13.1.3 Time is of the essence for performance hereunder. A delay shall be deemed excusable if the delay is a COMPANY-directed schedule delay. Delays due to subcontractors, suppliers or transporters of CONTRACTOR-furnished material, shall not be deemed excusable unless such delay is due to Force Majeure. The party claiming a Force Majeure event shall have the burden of proof with respect to demonstrating that such delay in fact constitutes a Force Majeure event.

13.2 Remedies and Dispute Resolution

13.2.1 This Agreement and any Work Directives associated herewith shall be deemed to have been made and accepted in Harris County, Texas, and the laws of Texas (without giving effect to Texas' choice of law rules) to the extent permitted by applicable law shall govern any interpretations or constructions of this Agreement. Any dispute between COMPANY and CONTRACTOR arising from or related to this Agreement shall be resolved first through discussions among upper management of the parties, and if the dispute cannot be resolved within forty-five (45) days from the date the matter was first brought by the disputing party to the attention of the other party, then either party may elect to resolve the matter through litigation which shall be brought in any court sitting in Harris County, Texas having jurisdiction thereof. COMPANY and CONTRACTOR each submits to the exclusive jurisdiction of said

courts and waives the right to change venue. The costs and expenses of the litigation (including attorney's fees) of the prevailing party will be borne by the other party.

13.2.2 If in COMPANY'S sole reasonable discretion the Work cannot be suspended pending the resolution of a dispute, COMPANY may (a) require that CONTRACTOR continue prosecuting the Work to completion pursuant to the terms and conditions of this Agreement, or (b) take over the Work and itself prosecute the same to completion. If the pending dispute is resolved in COMPANY'S favor, CONTRACTOR shall be liable to COMPANY for any costs and expenses incurred in completion of the Work which are in excess of the amount(s) COMPANY would have paid pursuant to this Agreement.

14.0 CONFIDENTIALITY

It is understood that both parties may have access to confidential materials and information ("Confidential Information") of the other Party, its parent, subsidiaries, or affiliates in order to provide the Work hereunder. Although the other Party shall endeavor to supply the non-disclosing Party with reliable and accurate information, the disclosing Party does not make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information furnished for the purposes of the Work. The disclosing Party shall have no liability to the non-disclosing Party, nor its directors, officers, employees or advisors the non-disclosing Party , or any of its representatives, arising out of the use of Confidential Information by the non-disclosing Party or its representatives. The above provisions of this Section **14.0** shall apply to the non-disclosing Party's parent corporation and all of its subsidiaries and affiliates, if any. It is further understood that the non-disclosing Party will utilize the Confidential Information received by it only for the purpose of providing the Work contemplated hereunder and for no other purposes whatsoever, and will not utilize the Confidential Information in any manner which could be adverse to the disclosing Party's interests. In no event shall the non-disclosing Party divulge any such Confidential Information to any third party without the express prior written consent of the disclosing Party's Representative. In the event any Confidential Information is requested or required of the non-disclosing Party in the course of legal proceedings, interrogatories, subpoenas, or similar process conducted by a third party, the non-disclosing Party shall promptly notify the disclosing Party of such request or requirement in order that the disclosing Party may seek appropriate injunctive relief or protective order, or waive the non-disclosing Party's compliance with the provisions hereof.

15.0 TITLE

If CONTRACTOR is required to transport the Waste from the Work site then title to the Waste passes to t the time the CONTRACTOR'S vehicle is loaded with the Waste. If instead COMPANY transports the Waste from the Work site to CONTRACTOR'S facility or site then title to the Waste passes to the CONTRACTOR at the time the Waste is delivered to CONTRACTOR'S facility or site. **If CONTRACTOR is required to transport the Waste from the Work site then title to the Waste passes to CONTRACTOR at the time the CONTRACTOR'S vehicle is loaded with the Waste. If instead COMPANY transports the Waste for the Work site to CONTRACTOR'S facility or site then title to the Waste passes to the CONTRACTOR at the time the Waste is delivered to CONTRACTOR'S facility or site. In the event that the Waste is determined to be Nonconforming Waste, as defined below, title to, risk of loss and all other incidents of ownership shall revert back to the COMPANY at the time CONTRACTOR communicates to COMPANY, or its designee, that the Waste is nonconforming. Nonconforming Waste shall include all Waste that: (a) are improperly packaged or labeled by the Company, or its designee; (b) contain constituents or have characteristics or properties not disclosed on the waste profile and which increase the costs of disposal or increase the risk of hazard to human health and the environment by the acceptance, handling and/or disposal of the Waste; or (3) the designated disposal facility is not permitted to dispose of the Waste due to such previously undisclosed characteristics or properties.**

16.0 WAIVER

No waiver or failure to act by COMPANY with respect to any of its rights under this Agreement shall be construed as a waiver or relinquishment of that right in any other instance or of COMPANY'S right to assert or to rely on the terms of this Agreement. Any express waiver of a provision of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.

17.0 SEVERABILITY AND SURVIVAL

Each provision of this Agreement is severable. If any provision of this Agreement is determined to be illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision shall not affect (a) the legality, validity or enforceability of the remaining provisions of this Agreement, or (b) the legality, validity or enforceability of that provision in any other jurisdiction; and provided further, the subject provision shall be applied to the fullest extent permitted by applicable law, and COMPANY and CONTRACTOR shall revise the provision so as to confirm their mutual intention upon entering this Agreement and yet be legal, valid and enforceable in the applicable jurisdiction. The provisions of Sections **1.0**, **3.0**, **5.0**, **6.0**, **7.0**, **9.0**, **12.0**, **13.0**, **14.0**, **15.0**, **16.0**, **17.0**, **18.0**, **19.0**, and **21.0** shall survive the termination of this Agreement.

18.0 SERVICES FOR AFFILIATES

The Work to be performed by CONTRACTOR under this Agreement shall be performed, in certain cases, for one or more entities under common control with COMPANY or controlled by the COMPANY or for which the COMPANY serves as an operator of one or more of COMPANY'S affiliates. In the event any such entity requires CONTRACTOR to perform Work under this Agreement, a Work Directive for such Work shall be issued by the entity requiring the Work, substantially in the form shown in Exhibit A. Upon execution of said Work Directive, CONTRACTOR shall perform such Work for the executing entity in accordance with the Work Directive and the terms and conditions of this Agreement. By execution of the Work Directive, such entity shall be entitled to all rights and privileges, and liable for all commitments and responsibilities held by COMPANY under this Agreement, as same applies to said Work Directive. Upon execution of said Work Directive, CONTRACTOR'S agreement to insure and indemnify COMPANY pursuant to this Agreement shall extend to both COMPANY and such entity for purposes of said Work Directive. Unless expressly provided in the Work Directive, such entity which executes the Work Directive shall be solely responsible for the liabilities and obligations set forth in this Agreement under which that Work Directive is being issued as the same apply to the Work to be performed pursuant to that Work Directive. All such liabilities and obligations, as they apply to that Work Directive, shall be non-recourse to the direct and indirect parents (or a general partner or company member, as the case may be) and to the affiliates of the entity executing the particular Work Directive, and such non-recourse character shall survive any expiration or termination of this Agreement.

19.0 LIABILITY OF GENERAL PARTNER

In the case where Kinder Morgan G.P., Inc., a Delaware corporation, or any other Kinder Morgan entity is the general partner of COMPANY, or the entity executing a Work Directive, as the case may be (the "General Partner"), the CONTRACTOR agrees that the General Partner shall not be liable, directly or indirectly, for any of obligations or liabilities of COMPANY (or the entity executing the Work Directive, as the case may be) under this Agreement. All such obligations and liabilities shall be non-recourse to the General Partner and shall not constitute debts or obligations of the General Partner. No judgment, attachment, execution or other writ or process shall be sought, issued, or levied in connection with this Agreement against the General Partner or any of its assets or properties to satisfy any such liabilities or obligations or any judgments rendered in connection therewith and all such liabilities and obligations shall be satisfied solely from the assets of COMPANY, or the entity executing the Work Directive, as the case may be

20.0 SECURITY

In the event COMPANY elects to require CONTRACTOR to obtain a Letter of Credit, Performance and/or Labor and Material Bond(s), Parent Guaranty or other instrument or vehicle to provide financial security for the performance and payment obligations of CONTRACTOR under this Agreement or for any particular job or project assigned to CONTRACTOR pursuant to any Work Directive, COMPANY shall notify CONTRACTOR of COMPANY'S election upon execution of this Agreement or in the Work Directive for the particular job or project, and CONTRACTOR shall furnish to COMPANY, at COMPANY'S expense in case of a Bond, within ten (10) days of such notice and prior to commencing the Work or promptly thereafter in the case of an emergency, all documentation associated with such CONTRACTOR-provided security, which shall be on terms and in a form satisfactory to COMPANY.

21.0 PUBLIC RELATIONS

CONTRACTOR shall exert all reasonable efforts to maintain good will for the benefit of COMPANY with the landowners and the general public in the course of CONTRACTOR performing the Work. Nothing contained herein shall permit or be deemed to permit use by CONTRACTOR of COMPANY'S name, directly or indirectly, in the form of advertising or in a press release without the prior receipt of COMPANY'S written approval.

22.0 FACSIMILE/SIGNATURE COUNTERPARTS

Agreement may be executed in multiple original counterparts, each of which shall be deemed an original, and together they shall constitute one and the same agreement. Signature of this Agreement may be effected by facsimile (with confirmation by transmitting machine) and/or transmitted by portable document format ("pdf") file which shall be treated as an original signature, and any such signature, facsimile, pdf file or copy of this signed Agreement shall be construed and treated as the original and shall be binding as if it were the original.

23.0 ENTIRE AGREEMENT

This Agreement together with the Contract Documents and Work Directive(s) constitutes the entire agreement between COMPANY and CONTRACTOR and supersedes any prior written or oral agreements, or contemporaneous communications with respect to this subject matter. No subsequent amendment to this Agreement between the parties shall be binding on either party unless reduced to writing and signed by an authorized representative of each party. Preparation of the Contract Documents has been a joint effort of the parties and the resulting documents shall not be construed more severely against one of the parties than against the other.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first above written.

KINDER MORGAN ENERGY PARTNERS, L.P.

By: Kinder Morgan G.P., Inc.

By: Kinder Morgan Management, LLC,

the Delegate of the General Partner

Signature

Rose Lucret

Name

Authorized Signatory

Title

OCTOBER 19, 2011

Date

PROGRESSIVE ENVIRONMENTAL SERVICES, INC. DBA SWS ENVIRONMENTAL SERVICES

Signature

Robert Coston

Name

Chief Financial Officer/Secretary

Title

October 25, 2011

Date

Agreement Number: 26223

EXHIBIT A – WORK DIRECTIVE

To:	Attention:	Date:	
		Work Directive No.:	
		Agreement No.:	
	Phone: **Fax:** **Email:**	Account Coding:	

Work Directive Origin: [Specify KM Office or Field Location]

This Work Directive is entered pursuant to the terms of the Agreement for Emergency Response Services ("Agreement") dated , by and between ("COMPANY) and ("CONTRACTOR"). By its execution hereof, CONTRACTOR agrees to perform for the KM entity named below and executing this Work Directive pursuant to the terms, conditions and provisions of the Agreement, the following described Work [which, if noted below, will additionally describe "Covered Tasks" as provided for under DOT Operator Qualification Requirements,] and shall furnish all services, labor, supervision, technical capability, tools, equipment, transportation, materials, (except as set forth below), and other facilities and items necessary or convenient to complete the following work as further described and specified in the Specifications and/or Drawing(s) attached hereto or the Agreement and by this reference made a part of this Work Directive ("the Work"). If CONTRACTOR's proposal, quotation, or any other CONTRACTOR document supplied to the KM entity named below is included as part of this Work Directive or another exhibit to the Agreement, then any terms or conditions provided by CONTRACTOR which differ from or conflict with COMPANY's terms and conditions are hereby rejected and shall be of no force or effect. The KM entity named below in this Work Directive shall be solely responsible for the liabilities and obligations set forth in the Agreement under which this Work Directive is being issued, as the same apply to the Work to be performed pursuant hereto. All such liabilities and obligations, as they apply to this Work Directive, shall be non-recourse to the COMPANY (if the COMPANY is not the KM Entity executing this Work Directive) and other related entities as further provided for and agreed in the Agreement. Payments made to CONTRACTOR under this Work Directive shall include all taxes and similar charges except as otherwise agreed to herein or under the terms of the Agreement. Any capitalized term used in this Work Directive and not otherwise defined herein shall have the meaning as ascribed in the Agreement.

Sample

1. Project Name:		Location:
Description of Work:	Full and complete description of the services (and goods) to be provided by CONTRACTOR including, but not limited to specifications, conditions and referenced bids/proposals. For Questions, contact _____ (the "COMPANY Designated Representative") at _____ or _____ at _____	
2. The COMPANY shall furnish the following materials to the work site(s):	None, unless previously approved by the KM Entity's authorized representative.	
3. The Work shall be performed at the following location:	Location where work will be performed, if different from Project Location indicated above	
4. CONTRACTOR shall commence the Work by	and shall complete the Work on or before	
5. CONTRACTOR offers to complete the Work in accordance with the Agreement for the following consideration, which shall constitute full and complete payment therefore:		
(a) the total Lump Sum Amount	Fixed Price Of	
(b) the total Time & Materials Amount	Not To Exceed _with rates specified in the Schedule of Values (Exhibit to the Agreement)	
(c) in accordance with the Schedule of Values (Exhibit to the Agreement) or		
(d) For this Work Directive only, the schedule of values/rate sheet dated , 20XX, attached hereto as Exhibit , shall supersede the Schedule of Values in the Agreement. All other terms and conditions of Agreement and its prior amendments will remain unchanged and in force.		

SELECT WAIVER ACCORDING TO PROJECT'S TOTAL DOLLAR VALUE

Waive 10% Retainage Fee; or Do not Waive 10% Retainage Fee

6. CONTRACTOR shall submit invoices in duplicate to: Attn.: Phone: Fax:

7. CONTRACTOR hereby certifies that it has downloaded, reviewed and understood the Kinder Morgan Contractor Safety Manual and shall, prior to the commencement of any Work hereunder, make the same available to its employees and subcontractors who will be performing work on premises owned and/or operated by the Kinder Morgan entity named below. If the English language is a communication barrier, CONTRACTOR at its expense shall timely convert/translate the Kinder Morgan Contractor Safety Manual accurately into the appropriate language for its employees and subcontractors. Questions concerning the Manual should be directed to the Kinder Morgan Contractor Safety Group at: contractor_safety@kindermorgan.com prior to commencement of any Work.

8. Facsimile Signatures/Counterparts.

This Work Directive may be executed in multiple original counterparts, each of which shall be deemed an original, and together they shall constitute one and the same agreement. Signature of this Work Directive may be effected by facsimile (with confirmation by transmitting machine) and/or transmitted by portable document format ("pdf") file which shall be treated as an original signature, and any such signature, facsimile, pdf file or copy of this signed Work Directive shall be construed and treated as the original and shall be binding as if it were the original.

For Work performed within the state of California, the attached Exhibit B must be acknowledged and signed.

Invoices must clearly indicate the Agreement Number, Work Directive Number, and Work Order/ Account Coding, as indicated above.

For Construction Projects, a Certificate of Final Acceptance must be completed, signed by an authorized representative, notarized, and attached to CONTRACTOR's final invoice.

In the Agreement, if there is a reference to "Kinder Morgan, Inc.," it shall now be deemed a reference to Kinder Morgan Kansas, Inc. This is not a change of entity, but merely a change of name only.

By signing below, KM Entity and CONTRACTOR affirm that the individual signing below has the requisite authority to authorize the commitment described herein, and that this Work Directive No. is by reference hereby made part of Agreement No.

This Work Directive is hereby agreed to and accepted this day of 20 .

[KM Entity]		**[CONTRACTOR]**	
Signature	Date	Signature	Date
By:		By:	
Print Name		Print Name	
Title:		Title:	
Print Title		Print Title	
CC:		Contracts Administration, with all attachments	

Please return executed work directive to:

ATTENTION:

List of Attachments:

Exhibit WD_A - Scope of Work
Exhibit WD_B – Revised Release Reporting Criteria (**California only**)
Exhibit WD_C – Work Directive Specific Schedule of Values/Rates
Exhibit WD_D – Operator Qualification Form
Exhibit WD_E – Certificate of Final Acceptance
Exhibit WD_F1 – Conditional Waiver and Release
Exhibit WD_F2 – Unconditional Waiver and Release

Sample

ADDENDUM A
TO
WORK DIRECTIVE NO.
SCOPE OF WORK

[Modify as Appropriate]

1. CONTRACTOR shall provide all tools, labor and equipment necessary to complete the Work.

2. In performing the Work CONTRACTOR shall have 24/7 emergency response capabilities under Section 3.3 to Appendix E of 40CFR 112 for EPA Jurisdictional Facility's and Section 3 to Appendix C of 33CFR 154 for USCG Regulated Facilities including but not limited to:

    1.1. one thousand feet (1,000 ft) of containment boom (or, for complexes with marine transfer components, one thousand feet (1,000 ft) of containment boom or two times the length of the largest vessel that regularly conducts oil transfers to or from the facility, whichever is greater), and a means of deploying it within one (1) hour of the discovery of a discharge;
    1.2. oil recovery devices with an effective daily recovery capacity equal to the amount of oil discharged in a small discharge (Average Most Probable Discharge) or greater which is available at the facility within 2 hours of the detection of an oil discharge; and
    1.3. oil storage capacity for recovered oily material.

3. CONTRACTOR will provide response equipment and manpower resources in accordance with the National Preparedness for Response Exercise Program (PREP) Guidelines. Specific reference for USCG regulated facilities is located on pages 3-18 and 3-19 of the August 2002 PREP Guideline. Specific reference for EPA regulated facilities is located on pages 4-9 and 4-10 of the August 2002 PREP Guideline. These requirements include, but are not limited to, an annual equipment deployment exercise in the operating environment of the Area of the Facility, a comprehensive OSRO personnel training program, and a maintenance program to ensure that the equipment is periodically inspected and maintained in good operating condition. The satisfactory completion of these PREP requirements must be documented and submitted annually to Kinder Morgan to the attention of Director, Compliance [or insert appropriate KM representative], at [insert address of KM representative].

4. The Incident Commander is: [Insert name and contact information.]

AGREEMENT 26223

EXHIBIT B – SCHEDULE OF VALUES

1.0 OVERVIEW

1.1 The amounts set forth in the Agreement cover payment in full for all materials, work, tools, equipment, insurance, bonds, profit, overhead and all other costs and expense of every kind, character and nature for which the CONTRACTOR is entitled to payment. Unless specifically set forth in the Agreement, no additional payment of any kind will be contemplated.

1.2 COMPANY (throughout this Schedule "KM Entity" or "COMPANY", as the case may be) agrees to pay CONTRACTOR, for Work performed pursuant to this Agreement, on a COST REIMBURSABLE BASIS in accordance with the Schedule of Values in this Exhibit B.

1.3 CONTRACTOR shall submit the timesheets and reimbursable expenses to the Designated Representative (or his or her delegate) on a daily basis for verification/acknowledgement of expenses and time spent on the project. All supporting documentation must be signed by the COMPANY'S project inspector prior to invoicing. Signature by these personnel does not constitute COMPANY'S agreement to pay theses expenses.

2.0 INVOICING

2.1 Standard Invoice Procedure

2.1.1 At the end of each calendar month, CONTRACTOR shall submit to COMPANY an original detailed invoice for Work performed during that month, together with one copy of such invoice and one set of supporting documentation. Such invoice shall be sent to the following address or as otherwise set forth on any Work Directive.

2.1.2 Reference each individual Work Directive for the appropriate addressee and company name for the invoice to be submitted.

COMPANY Name: Per individual Work Directive

2.2 Non-acceptance of Invoices

2.2.1 Invoices that do not relate to this Agreement will not be processed and such invoices will not be accepted by COMPANY. All charges not in compliance with the stated terms and conditions of this Agreement will be deducted from the invoice prior to payment processing.

2.3 Required Invoice Detail

Each of CONTRACTOR'S invoices shall contain the following information on its face:

2.3.1 An invoice date.

2.3.2 A reference number (invoice number) which is unique to the transaction.

2.3.3 Site or project name (if applicable) and COMPANY or KM Entity name.

2.3.4 Reference of COMPANY'S Designated Representative.

2.3.5 Agreement Number, Work Directive Number and Change Order Number (as applicable).

2.3.6 Billing period (time period of charges).

2.3.7 CONTRACTOR'S remittance address or electronic funds transfer routing information, (as applicable).

2.3.8 CONTRACTOR'S name and telephone number of contact to handle invoice related questions.

2.3.9 Amount due CONTRACTOR.

2.3.10 Project Status Report.

2.3.11 Summary of amount invoiced to date, this invoiced amount, retention (as applicable), and the amount remaining to be invoiced.

2.4 Supporting Documentation

Each of CONTRACTOR'S invoices shall be itemized and submitted to COMPANY together with receipts, time records, lien waivers, evidence of payment to subcontractors, and any other evidence of CONTRACTOR'S right to payment under this Agreement as COMPANY may, in its sole good faith discretion, from time to time require.

2.5 Final Invoice

When CONTRACTOR submits its final invoice to COMPANY for the Work, in addition to the requirements outlined above, CONTRACTOR shall additionally include the following which shall be submitted no later than thirty (30) days after the project completion date:

2.5.1 Mechanics lien and stop notice releases executed by CONTRACTOR and by each person or entity that furnished any labor, services or materials in connection with the Work;

2.5.2 Reasonable proof satisfactory to COMPANY that any claims for labor, materials or any other claim or potential claim for which COMPANY withheld compensation pursuant to the Agreement have been paid or satisfied in a manner acceptable to COMPANY;

2.5.3 Any other documents required by this Agreement; and

2.5.4 A Certificate of Final Acceptance.

3.0 PAYMENT PROCEDURE

3.1 Processing of Approved Invoices

Provided that such invoice meets all of the requirements as explained, COMPANY shall pay all undisputed charges set forth in each invoice, less any retention amount applicable, within thirty (30) days after such invoice is received by COMPANY.

3.2 Processing of Disputed Invoices

If COMPANY, in good faith, disputes and does not approve an item billed, COMPANY shall notify CONTRACTOR of the item or portion of an item disputed and withhold payment thereof

until settlement of the dispute. Such right of COMPANY to withhold such payments shall be in addition, and not in any way in lieu of, any other right of COMPANY hereunder, including the right to raise disputes for the first time after audit. Payment shall be contingent upon COMPANY'S review of the invoice and determination that the Work described in the invoice complies with all of the terms of this Agreement. Interest penalties for disputed invoices will not be paid by COMPANY.

3.3 Delayed submittal of Invoices and Non-payment

Any Work for which CONTRACTOR does not submit an invoice to COMPANY within sixty (60) days after the month in which such Work is completed shall be deemed to have been performed by CONTRACTOR without compensation; provided however, that if prior to the end of such sixty (60) day period, CONTRACTOR requests in writing from COMPANY'S Designated Representative a further extension of time for submitting such invoice (stating the reasons therefore and the amount of additional time requested), and COMPANY elects to authorize such extension in writing, CONTRACTOR shall have until the end of the extension to submit such invoice, and provided further, that nothing in this Agreement shall affect CONTRACTOR'S right to submit invoices within a longer period of time if so afforded by applicable statute.

4.0 TIME AND MATERIALS RATES

4.1 Time and Material Rates will apply to any Work Directive or Extra Work which - if requested by COMPANY – shall be specifically designated by COMPANY by written change order, which shall modify the applicable Work Directive, as being in addition to the work to be performed under lump sum designated above.

4.2 Labor:

Table 1
Labor Rates
Effective From OCTOBER 19, 2011 to OCTOBER 18, 2012

Description/Category/Classification	Straight Time (Rate Per Hour) (US $0.00)	Overtime (Rate Per Hour) (US $0.00)	Double Time (Rate Per Hour) (US $0.00)
See attached Rate Schedule			

4.2.1 Rates shown on the rate sheet in the Schedule of Values include all benefits, withholding, workers compensation, taxes and similar assessments, and CONTRACTOR'S cost of insurance premiums (unless otherwise specified in the Agreement).

4.2.2 All Labor rates INCLUDE Level D PPE consisting of hard hats, reflective vests, safety glasses, work uniforms, and steel toe boots. Rates do no include costs for travel, subsistence, reproduction, communications, computer, modeling, subcontracts, freight, etc.

4.2.3 It is further stipulated and agreed that the pricing in this Exhibit B is firm and not subject to escalation for one (1) calendar year after the Effective Date of the Agreement. Modification of any pricing terms thereafter shall be in effect only upon the concurrence of both COMPANY and CONTRACTOR, and any such modification shall be evidenced by replacement of this Exhibit B. All Work related to a particular

Work Directive will be invoiced at the rates in effect on this Exhibit B at the time the Work is requested by COMPANY.

4.2.4 Day rates as approved in advance by COMPANY will apply to mobilization and demobilization personnel to the worksite subject to the terms of this Section 4.

4.2.5 Travel pay - See Section 4.4 below.

4.3 Overtime for Emergency Response Services

4.3.1 "STRAIGHT TIME" is defined as work performed from 8 AM to 4 PM, Monday through Saturday. "OVERTIME" is defined as work performed before 8 AM and after 4 PM, Monday through Saturday. Overtime will be paid at the "OVERTIME" rates shown in Table 1 of Schedule of Values, or at a factor of 1.3 times the straight or flat rate, if applicable, multiplied by the number of hours worked.

4.3.2 "DOUBLE TIME" is defined as work performed on Sundays or COMPANY'S observed holidays. Double time shall be paid at the rates shown in Table 1 of the Schedule of Values, or at a factor of 1.7 times the Straight Time or flat rate, if applicable, multiplied by the number of hours worked.

4.3.3 CONTRACTOR agrees not to pay shift differential for swing (evening) or graveyard (night) shifts. NOT APPLICABLE TO CONTRACT 26223.

4.3.4 CONTRACTORS employee(s) put on standby, through no fault of CONTRACTOR, shall be paid for actual hours on standby. Stand-by hours will be credited for the purpose of overtime. For Emergency Response Services STANDBY RATES are 50% of Straight Time, Overtime or Double Time Rates.

4.3.5 Travel Time and Expenses

4.3.6 Travel time is charged at the standard hourly rate. Travel time for hourly rate personnel will be actual travel time outside of a fifty (50) mile radius from the project site and shall not exceed eight hours per day.

4.3.7 COMPANY shall reimburse CONTRACTOR, without markup, for the direct, reasonable cost to CONTRACTOR for employee travel expenses away from the project site or employee's base office when this travel occurs as a direct result of the performance of the Work. Travel expenses include air (excluding first class or business airfare), ground transportation, lodging, meals, and telephone expenses. All travel expenses must have prior COMPANY approval and shall be supported by valid receipts.

4.3.8 Mileage Reimbursement will be paid for Mobilization and Demobilization only and shall be no more than the IRS allowable per mile, per vehicle. (COMPANY will compensate only per vehicle and not per man within the vehicle.)

4.3.9 Per Diem (subsistence) when in outlying areas (outside of a fifty (50) mile radius from office/site) will be forty dollars ($40) per person per day; or fifty dollars ($50) per person per day in high cost areas agreed to in advance by the parties.

5.0 MATERIALS AND SUBCONTRACTS

5.1 Materials purchased, at wholesale or jobber's cost plus ten percent (10%).

5.2 Subcontracts, at cost plus ten percent (10%).

Table 2 Materials Rates Effective From OCTOBER 19, 2011 To OCTOBER 19, 2012		
Description/Category/Classification	**Rate** (U.S. $0.00)	**Unit of Measure** (Per Hour, Day, Week, Etc.)
See attached Rate Schedule		

6.0 EQUIPMENT

6.1 Equipment, rented, at cost plus ten percent (10%).

Table 3 Equipment Rates Effective From OCTOBER 19, 2011 To OCTOBER 19, 2012		
Description/Category/Classification	**Rate** (U.S. $0.00)	**Unit of Measure** (Per Hour, Day, Week, Etc.)
See attached Rate Schedule		

KINDER MORGAN CONTRACT 26223 EMERGENCY RESPONSE SERVICES TABLE I - EMERGENCY RESPONSE LABOR RATE SCHEDULE Effective October 19 2011			
Description/Category/Classification **LABOR**	**Straight Time Rate per Hour**	**Overtime Rate per Hour**	**Double Time Rate per Hour**
PRINCIPAL	$156.00	$202.80	$265.20
INCIDENT COMMANDER	$156.00	$202.80	$265.20
INDUSTRIAL HYGIENIST	$150.00	$195.00	$255.00
PROJECT MANAGER	$150.00	$195.00	$255.00
ENGINEER	$150.00	$195.00	$255.00
ZONE MANAGER	$125.00	$162.50	$212.50
HEALTH AND SAFETY OFFICER	$118.00	$153.40	$200.60
CHEMIST	$118.00	$153.40	$200.60
CONTRACT OFFICER	$95.00	$123.50	$161.50
LEGAL SPECIALIST	$300.00	$390.00	$510.00
SUPERVISOR	$84.00	$109.20	$142.80
MARINE OPERATOR (LICENSED CAPTAIN)	$80.00	$104.00	$136.00
TRAINED DIVER	$80.00	$104.00	$136.00
LOGISTICS COORDINATOR	$75.00	$97.50	$127.50
DISPOSAL COORDINATOR	$75.00	$97.50	$127.50
FOREMAN	$60.00	$78.00	$102.00
TRAFFIC CONTROL SUPERVISOR	$60.00	$78.00	$102.00
EQUIPMENT OPERATOR	$54.00	$70.20	$91.80
MARINE OPERATOR (<25ft)	$48.00	$62.40	$81.60
QUALITY ASSURANCE OFFICER	$50.00	$65.00	$85.00
WELDER (40 HR TRAINED)	$50.00	$65.00	$85.00
MECHANIC (40 HR TRAINED)	$48.00	$62.40	$81.60
TECHNICIAN II (40 HR TRAINED)	$48.00	$62.40	$81.60
SAMPLING TECHNICIAN	$45.00	$58.50	$76.50
BIOHAZARDOUS TECHNICIAN	$40.00	$52.00	$68.00
ADMINISTRATIVE TECH (40 HR TRAINED)	$48.00	$62.40	$81.60
FIELD CLERK	$42.00	$54.60	$71.40
OFFICE STAFF	$40.00	$52.00	$68.00

KINDER MORGAN CONTRACT 26223 EMERGENCY RESPONSE SERVICES TABLE 2 - EMERGENCY RESPONSE MATERIAL RATE SCHEDULE		
Description/Category/Classification	**Rate (US $0.00)**	**UNIT OF MEASURE**
Material		
PERSONNEL PROTECTION - LEVEL OF PROTECTION		
EPA LEVEL D" (ALL PERSONNEL IN LEVEL D)*	No Charge	Each
EPA LEVEL C" (ALL PERSONNEL IN LEVEL C)*	$ 85.00	Each
EPA LEVEL B" (ALL PERSONNEL IN LEVEL B)*	$ 150.00	Each
EPA LEVEL A" (ALL PERSONNEL IN LEVEL A)*	$ 200.00	Each
NFPA FIRE BUNKER GEAR*	$ 150.00	Each
NFPA FIRE BUNKER GEAR (DECONTAMINATION)	$ 150.00	Each
PERSONNEL EQUIPMENT	**DAY**	**WEEK**
CASCADE SYSTEM (TWO WAY)	$ 200.00	$ 1,250.00
AIR PACKS - SCBA/SKA PACKS	$ 40.00	$ 280.00
CONFINED SPACE ENTRY SAFETY PACKAGE	$ 350.00	$ 2,000.00
NIGHT VISION BINOCULARS	$ 50.00	$ 250.00
SCUBA EQUIPMENT	$ 85.00	$ 525.00
LEVEL A" - LIMITED USE ENCAPSULATED SUIT"	$ 700.00	EACH
RESPIRATOR CARTRIDGES (Mercury)	$ 40.00	PAIR
RESPIRATOR CARTRIDGES (OVAG)	$ 26.00	PAIR
RESPIRATOR CARTRIDGES (HEPA)	$ 7.00	PAIR
RESPIRATOR CARTRIDGES (Not otherwise specified	Cost + 10%	
CASCADE SYSTEM RE-FILLS	$ 30.00	BOTTLE
AIR PACK RE-FILLS	$ 7.50	EACH
POLY-COATED COVERALLS	$ 10.00	EACH
SARANEX SUITS (Tychem® SL)	$ 34.00	EACH
LEVEL B SUIT	$ 98.00	EACH
RAIN GEAR (OTHER THAN PPE)	$ 35.00	EACH
CHEST WADERS	$ 95.00	EACH
HIP WADERS	$ 56.00	EACH
SPLASH SUIT	$ 153.00	EACH
PVC-NITRILE GLOVES	$ 3.50	PAIR
DISPOSABLE GLOVES (INNER)	$ 36.00	BOX
SILVER SHIELD-GLOVES	$ 10.00	PAIR
BUTYL GLOVES	$ 30.00	EACH
UNIQUE CONSUMABLES	**Rate (US $0.00)**	**UNIT OF MEASURE**
BIOHAZARDOUS BOX	$ 40.00	EACH
BIOHAZARDOUS BAG	$ 1.00	EACH
SHARPS CONTAINER (SMALL)	$ 12.00	EACH
SHARPS CONTAINER (LARGE)	$ 30.00	EACH
BIO SOLUTION	$ 25.00	BOTTLE
LIQUID SPILL CONTROL (REMEDIAL SOLUTION)	$ 35.00	GALLON
SODIUM HYPOCHLORITE SOLUTION, 5%	$ 3.00	GALLON
DEGREASER (SIMPLE GREEN)	$ 27.00	GALLON
CITRUSOL CLEANER	$ 56.00	GALLON
SHRINK WRAP	$ 18.50	ROLL
PLUG-N-DIKE	$ 28.00	APPLICATION
WOODEN STAKES	$ 16.00	BUNDLE
SIPHON PUMP	$ 23.00	EACH
STRESS MANAGEMENT (LIQUIDS)	$ 10.00	PER MAN/PER DAY

KINDER MORGAN CONTRACT 26223 EMERGENCY RESPONSE SERVICES TABLE 2 - EMERGENCY RESPONSE MATERIAL RATE SCHEDULE		
SAMPLING/TESTING/EQUIPMENT	Rate (US $0.00)	UNIT OF MEASURE
OVA METER	$ 200.00	DAY
FOUR GAS METER	$ 100.00	DAY
SOIL SAMPLER (5GRAM, EPA METHOD 8260)	$ 45.00	EACH
MERCURY VAPOR ANALYZER	$ 350.00	DAY
MULTI-RAE PID	$ 350.00	DAY
PH METER	$ 25.00	DAY
PH PAPER	$ 8.40	ROLL
HAZ-MAT TEST INDICATORS	$ 50.00	TEST
OIL CLASSIFICATION KITS	$ 30.00	EACH
AIR SAMPLING PUMPS	$ 35.00	DAY
AIR SAMPLING TUBES	$ 15.00	EACH
HAZARD CLASSIFICATIONS (FIELD TESTS)	$ 20.00	TEST
HAZARDOUS CATEGORY TESTS	$ 30.00	TEST
GEIGER COUNTER	$ 35.00	DAY
MERCURY SPILL KIT	$ 220.00	EACH
DEXSIL CLOR-D-TECT 1000 HALOGEN KIT	$ 20.00	EACH
DEXSIL CLOR-D-TECT Q4000 HALOGEN KIT	$ 24.00	EACH
HYDROCLOR Q4000 HALOGEN KIT	$ 24.00	EACH
THIEF 25 MIL	$ 2.75	EACH
THIEF 75 MIL	$ 4.00	EACH
DISPOSABLE BALERS	$ 21.00	EACH
COLIWASA	$ 29.00	EACH
ONE GALLON SAMPLE CAN	$ 8.00	EACH
FIVE GALLON SAMPLE CAN	$ 17.75	EACH
SAMPLE JARS (1LTR) EPA 2000 SERIES	$ 6.25	EACH
SAMPLE JARS (1 QT) CASE 12 NON EPA	$ 16.00	CASE
SAMPLE JARS (1 PINT) CASE 12 NON EPA	$ 12.00	CASE
SAMPLE COOLER (SHIPPING CHARGE EXTRA)	$ 32.40	EACH
DEIONIZED WATER (5 GALLONS)	$ 15.00	EACH
MANIFESTS	$ 1.00	EACH
LABELS	$ 1.00	EACH

KINDER MORGAN CONTRACT 26223 EMERGENCY RESPONSE SERVICES TABLE 2 - EMERGENCY RESPONSE MATERIAL RATE SCHEDULE		
BOOM/SORBENTS/LINERS	**Rate (US $0.00)**	**UNIT OF MEASURE**
CONTAINMENT BOOM (18)"	$ 1.75	PER FT/DAY
CONTAINMENT BOOM (27 -- 29")"	$ 2.00	PER FT/DAY
CONTAINMENT BOOM (36)"	$ 4.50	PER FT/DAY
5 ABSORBENT BOOM"	$ 105.00	PACKAGE
8 ABSORBENT BOOM"	$ 180.00	PACKAGE
SORBENT PADS 100CT	$ 90.00	PACKAGE
SORBENT, INDUSTRIAL RUG	$ 225.00	ROLL
SORBENT, ROLLS	$ 125.00	ROLL
SORBENT, ROLLS (CHEMICAL)	$ 145.00	ROLL
SORBENT, PADS (CHEMICAL) 100CT	$ 94.50	PACKAGE
ABSORBENT, CLAY	$ 15.00	BAG
ABSORBENT, ENCAPSULATING (CHEMICAL)	$ 30.00	BAG
PORTLAND CEMENT	$ 18.00	BAG
VERMICULITE	$ 15.00	BAG
SHREDDED SORBENT (ACID/BASE)	$ 176.00	PACKAGE
SNARE (ON ROPE)	$ 65.00	PACKAGE
SNARE (BAG)	$ 45.00	PACKAGE
SWEEP (OIL) 50'	$ 72.00	PACKAGE
VISQUENE (ROLL)	$ 96.00	ROLL
POLY BAGS	$ 63.00	ROLL
LINER, DRUM (CORRUGATED)	$ 16.00	EACH
LINER, DRUM (POLY)	$ 5.90	EACH
LINER, DRUM (CHEMICAL RESISTANT)	$ 20.00	EACH
LINER, DUMPSTER (ROLL-OFF)	$ 53.00	EACH
LINER, DUMPTRUCK	$ 76.50	EACH
LINER, FAST TANK	$ 160.00	EACH
CAUSTIC NEUTRALIZER	$ 150.00	BAG
ACID NEUTRALIZER	$ 40.00	BAG
MERCURY ABSORBENT POWDER	$ 94.00	BAG
MERCURY VAPOR ABSORBENT	$ 25.00	BAG
SODA ASH	$ 30.00	BAG
CONTAINERS	**Rate (US $0.00)**	**UNIT OF MEASURE**
55 GAL DRUM, STEEL (17C) NEW	$ 75.00	EACH
55 GAL DRUM, STEEL (17E) NEW	$ 65.00	EACH
55 GAL DRUM, STEEL (17H) NEW	$ 90.00	EACH
55 GAL DRUM, STEEL (17E) RECON*	$ 45.00	EACH
55 GAL DRUM, STEEL (17H) RECON*	$ 50.00	EACH
OPEN-TOP DRUM, POLY (20 GAL) NEW	$ 106.00	EACH
OPEN-TOP DRUM, POLY (30 GAL) NEW	$ 120.00	EACH
OPEN-TOP DRUM, POLY (55 GAL) NEW	$ 166.00	EACH
SALVAGE DRUM, STEEL (8 GAL) NEW	$ 65.00	EACH
SALVAGE DRUM, STEEL (15 GAL) NEW	$ 90.00	EACH
SALVAGE DRUM, STEEL (30 GAL) NEW	$ 110.00	EACH
SALVAGE DRUM, STEEL (55 GAL) NEW	$ 135.00	EACH
SALVAGE DRUM, STEEL (85 GAL) NEW	$ 245.00	EACH
SALVAGE DRUM, STEEL (85 GAL) RECON*	$ 175.00	EACH
SALVAGE DRUM, POLY (20 GAL) NEW	$ 70.00	EACH
SALVAGE DRUM, POLY (30 GAL) NEW	$ 73.00	EACH
SALVAGE DRUM, POLY (65 GAL) NEW	$ 181.00	EACH
SALVAGE DRUM, POLY (85 GAL) NEW	$ 190.00	EACH
SALVAGE DRUM, POLY (95 GAL) NEW	$ 235.00	EACH
SALVAGE DRUM, POLY (85 GAL) RECON*	$ 170.00	EACH
SALVAGE DRUM, POLY (95 GAL) RECON*	$ 185.00	EACH
5 GALLON BUCKET	$ 21.00	EACH
1-CUBIC YD NON-HAZ BOX W/LINER & COVER	$ 54.00	EACH
1-CUBIC YD HAZ BOX W/LINER & COVER	$ 93.00	EACH
* WHEN AVAILABLE		

KINDER MORGAN CONTRACT 26223 EMERGENCY RESPONSE SERVICES TABLE 3 - EMERGENCY RESPONSE EQUIPMENT RATE SCHEDULE		
Description/Category/Classification		
EQUIPMENT / VEHICLES	**HOUR**	**DAY**
SUPERVISOR – RESPONSE VEHICLE	$ 34.00	$ 360.00
RESPONSE VEHICLES	$ 22.00	$ 275.00
FOUR WHEEL DRIVE RESPONSE VEHICLE	$ 28.00	$ 300.00
TRACTOR TANKER	$ 120.00	$ 2,160.00
TRACTOR WITH DUMP TRAILER	$ 120.00	$ 2,160.00
TRACTOR WITH FLATBED/LOWBOY	$ 120.00	$ 2,160.00
TRACTOR WITH BOX TRAILER	$ 120.00	$ 2,160.00
TRACTOR WITH ROLL-OFF TRAILER (2 BOX)	$ 150.00	$ 2,700.00
ROLL OFF TRUCKS		
ROLL OFF TRUCK	$ 75.00	$ 1,200.00
ROLL OFF TANK (4000 GALLON)	N/A	$ 75.00
ROLL OFF BOX (20 CUBIC YARD)	N/A	$ 35.00
ROLL OFF FLATBED (25 FT.)	N/A	$ 25.00
ROLL OFF CLOSED TOP	N/A	$ 45.00
VACUUM BOX	N/A	$ 120.00
VACUUM TRUCKS*		
3300 GAL LIQUID RING TRUCK	$ 125.00	$ 2,250.00
3300 GAL INDUSTRIAL VACUUM TRUCK	$ 100.00	$ 1,800.00
2500 - 4000 GALLON LIQUID TRUCK	$ 100.00	$ 1,800.00
2300 GALLON COMBINATION	$ 100.00	$ 1,800.00
VACCON COMBINATION	$ 150.00	$ 2,700.00
INDUSTRIAL LOADER	$ 180.00	$ 3,240.00
GUZZLER (PREDATOR)	$ 180.00	$ 3,240.00
HIGH RAIL VACUUM TRUCK	$ 250.00	$ 4,500.00
*All vacuum trucks will be charged a minimum of four (4) hours and will also require a truck decon charge under most circumstances.		
SPECIALTY VEHICLES		
HIGH PRESSURE WATER JET	$ 125.00	$ 2,250.00
DUMP TRUCK	$ 75.00	$ 1,250.00
A.T.V. 4-WHEELERS	N/A	$ 300.00
ERT/QRT (HAZ-MAT RESPONSE)	$ 75.00	$ 1,250.00
PORTABLE COMMAND CENTER	N/A	$ 300.00
MECHANIC/WELDING TRUCK	$ 75.00	$ 1,350.00
BOOM TRUCK/LIFT GATE	$ 50.00	$ 900.00
STAKE BODY TRUCK	$ 40.00	$ 720.00
BOOM TRUCK 4X4	$ 40.00	$ 720.00
MILEAGE*	**COST**	**UOM**
PICKUP TRUCK/PERSONNEL VEHICLE	$ 0.50	PER/MILE
VACUUM TRUCK/RESPONSE VAN	$ 0.50	PER/MILE
TRACTOR	$ 0.50	PER/MILE
*Mileage is calculated from equipment location (at time of call) to job site. Applicable to projects >50 miles from responding service center.		

KINDER MORGAN CONTRACT 26223 EMERGENCY RESPONSE SERVICES TABLE 3 - EMERGENCY RESPONSE EQUIPMENT RATE SCHEDULE		
PROFESSIONAL DOCUMENTATION	**COST**	**UOM**
FLA. STATE REPORT	$ 500.00	Per Report
CAD DRAWINGS	$75.00/HR	Hour
ALL OTHER REPORTS*	HRLY RATE	
*Time required for additional review or re-generation of reports charged at applicable personnel hourly rates (Project Mgr.\Office Staff).		
PUMPS/SKIMMERS	**HOUR**	**DAY**
6 HYDRAULIC/CENTRIFUGAL"	N/A	$ 600.00
1" DOUBLE DIAPHRAM*	N/A	$ 45.00
4 SINGLE/DOUBLE DIAPHRAGM"	$ 25.00	$ 500.00
3" SINGLE DIAPHRAM PUMPS	$ 10.00	$ 180.00
2-5" TRANSFER PUMPS*"	$ 15.00	$ 300.00
3" ALUMINUM DOUBLE DIAPHRAM	N/A	$ 250.00
3 STAINLESS STEEL DOUBLE DIAPHRAGM*"	N/A	$ 500.00
2 TEFLON/POLY DOUBLE DIAPHRAGM*"	N/A	$ 300.00
4 POPPIT PUMP ("Sludgemaster")"	N/A	$ 1,200.00
6 MASCERATOR PUMP"	$ 55.00	$ 990.00
HIGH VOLUME TRANSFER PUMP (PETRO)*	N/A	$ 3,250.00
HIGH VOLUME TRANSFER PUMP (CHEMICAL)*	N/A	$ 3,500.00
DIESEL PERISTALTIC PUMPS*	$ 50.00	$ 600.00
DRUM VAC HEAD	N/A	$ 125.00
DRUM SKIMMER (36)**"	N/A	$ 450.00
DRUM SKIMMER (72)**"	N/A	$ 750.00
GT 185 SKIMMER	N/A	$ 2,000.00
FOILEX SKIMMER	N/A	$ 1,500.00
**PLUS COMPRESSOR (SEE ANCILLARY EQUIPMENT)		
DIESEL HYDRAULIC UNIT	$ 50.00	$ 900.00
PRESSURIZED LIQUID TRANSFER PUMP	N/A	$ 1,000.00
HOSES	**COST**	**UOM**
PETROLEUM (2 AND 3") LOW PRESSURE	$ 0.50	FT
CHEMICAL (2 AND 3") LOW PRESSURE	$ 1.00	FT
CHEMICAL TRANSFER	$ 35.00	FT
FLEX HOSE -- 6"	$ 1.50	FT
MARINE RADIOS (EACH)	$ 30.00	DAY
UHF RADIOS (INSTRINISCALLLY SAFE)	N/A	EACH
BASE STATION W/REPEATER	$ 100.00	DAY
REMOTE HARDWIRE LINES	Cost + 10%	
LAPTOP COMPUTER	$ 125.00	DAY
FACSIMILE MACHINE	$ 15.00	DAY
DESKTOP COMPUTER (W/PRINTER & MODEM)	$ 125.00	DAY
GPS	$ 25.00	DAY
PHOTOGRAPHS WITH PROCESSING	$ 50.00	EACH

KINDER MORGAN CONTRACT 26223 EMERGENCY RESPONSE SERVICES TABLE 3 - EMERGENCY RESPONSE EQUIPMENT RATE SCHEDULE		
BOATS*	**HOUR**	**DAY**
COMMAND VESSEL	$ 95.00	$ 2,280.00
LARGE WORK BOAT W/ MOTOR & TRAILER (24' –26')	$ 75.00	$ 1,350.00
MEDIUM WORK BOAT W/ MOTOR & TRAILER (21'-23')	$ 55.00	$ 850.00
SMALL WORK BOAT W/ MOTOR & TRAILER (16'-20')	N/A	$ 225.00
JOHN BOAT (15 FEET AND UNDER)	N/A	$ 175.00
PONTOON BOAT W/MOTOR (22'-26')	N/A	$ 360.00
WAVE RUNNER (INVESTIGATION)	N/A	$ 180.00
VESSELS OF OPPORTUNITY	Cost + 10%	
*ALL VESSELS DO NOT INCLUDE FUEL OR OPERATOR		
OPEN OCEAN EQUIPMENT PRICES (AVAILABLE UPON REQUEST)		
ANCILLARY EQUIPMENT	**DAY**	**WEEK**
FRAC TANKER	$ 100.00	$ 600.00
MINI FRAC TANKER	$ 50.00	$ 300.00
POLY-TANK (500 GAL)	$ 30.00	$ 120.00
POLY-TANK (1,000 GAL)	$ 40.00	$ 160.00
POLY-TANK (3,000 GAL)	$ 75.00	$ 300.00
FAST TANK (2,300 GAL)	$ 100.00	$ 400.00
ROLL-OFF TRAILER	$ 150.00	$ 600.00
EQUIPMENT TRAILERS	$ 25.00	$ 100.00
DRUM TRAILER	$ 75.00	$ 300.00
CONTAINMENT BOOM TRAILER (BOX)	$ 35.00	$ 140.00
PRESSURE WASHERS	$ 200.00	$ 800.00
STEAM/PRESSURE CLEANERS	$ 450.00	$ 1,600.00
WELDER/GENERATOR COMBO	$ 200.00	$ 800.00
LIGHT TOWER/GENERATOR	$ 200.00	$ 800.00
LIGHT STAND (>1000W)	$ 100.00	$ 400.00
AIR HANDLERS (PORTABLE)	$ 25.00	$ 100.00
MERCURY VACUUM	$ 500.00	N/A
SAMPLING AUGER	$ 25.00	$ 125.00
CHAIN SAW	$ 50.00	$ 250.00
SOD CUTTER	$ 150.00	N/A
GAS BLOWERS	$ 20.00	$ 100.00
DECONTAMINATION STATION	$ 350.00	N/A
DECONTAMINATION POOL	$ 250.00	N/A
LARGE CYLINDER RECOVERY CASKET	$ 800.00	$ 5,600.00
FAT BOY COFFIN	$ 550.00	$ 3,850.00
CHLORINE COFFIN	$ 600.00	$ 4,200.00
	HOUR	**DAY**
GENERATOR (MOBILE, TRAILER MOUNTED)	N/A	$ 630.00
GENERATOR (PORTABLE)	N/A	$ 270.00
AIR COMPRESSOR (MOBILE, TRAILER MOUNTED)	N/A	$ 270.00
AIR COMPRESSOR (PORTABLE)	N/A	$ 180.00

KINDER MORGAN CONTRACT 26223 EMERGENCY RESPONSE SERVICES
TABLE 3 - EMERGENCY RESPONSE EQUIPMENT RATE SCHEDULE

HEAVY EQUIPMENT	DAY	WEEK
BACKHOE - RUBBER TIRE	$ 500.00	$ 2,400.00
BACKHOE W/EXTENDED HOE	$ 500.00	$ 2,400.00
BOBCAT	$ 300.00	$ 1,540.00
BULLDOZER (D-6 OR EQUIVALENT)	$ 675.00	$ 3,375.00
FORKLIFT, 4WD ALL TERRAIN	$ 425.00	$ 1,980.00
FORKLIFT, TELESCOPIC-PETTIBONE	$ 480.00	$ 2,420.00
FRONT END LOADER (544 OR EQUIVALENT)	$ 650.00	$ 3,250.00
FRONT END LOADER (624 OR EQUIVALENT)	$ 750.00	$ 3,850.00
TRACKHOE (120 OR EQUIVALENT)	$ 700.00	$ 3,500.00
TRACKHOE (690 OR EQUIVALENT)	$ 800.00	$ 4,000.00
TRACKHOE (790 OR EQUIVALENT)	$ 1,250.00	$ 5,750.00
COMPACTOR	$ 500.00	$ 2,400.00
MINI EXCAVATOR	$ 425.00	$ 1,980.00
GRADALL	$ 2,000.00	$ 11,000.00

In addition to any terms out lined in Exhibit B, Schedule of values, all Equipment will be billed portal to portal, with a minimum of 4 hours. The cost of fuel consumed by equipment while performing the work, will be passed through as a line item on equipment invoices with documented back up or when no receipts are available, a fuel recovery fee may apply only to the portion of an invoice charge related to fuel consuming equipment.

The Fuel Recovery Fee is based on the US Department of Energy US national average diesel fuel cost. On the first day of each month, our Fuel Recovery Fee will be set for all jobs billed for that month based on the US national average fuel cost posted on the Department of Energy website from the prior Wednesday. The Department of Energy data can be found here: http://www.eia.doe.gov/oog/info/wohdp/diesel.asp. When the US national average is above $2.50 per gallon, the Fuel Recovery Fee is set at 12% plus an additional 0.5% for every $.10/gallon increase above $2.50.

APPENDIX - SCHEDULE OF ALLOWABLE COSTS AND/OR CHARGES

Cost/Charge	Allowable		Cost / Charge Allowable Conditions
	Yes	No	
First Class Air Fare		X	Coach class only. Company will not reimburse for upgrades.
			Vehicle Charges (all charges require adequate documentation)
Personal Owned Vehicle		X	Charge miles allowed per IRS allowance per vehicle only. Provide vehicle VIN#, start/end odometer readings and purpose of trip. Charge business related miles only. Refer to this Exhibit for further requirements concerning mileage charged. Mileage includes fuel and insurance. Fuel and insurance charges should not be submitted for reimbursement.
Rental Vehicle		X	Rental cars should be insured by the Contractor's automobile insurance. Rental vehicles should be returned with the same amount of fuel in the tank as when it was checked out; therefore the Fuel Option should be rejected. Company will pay for required fuel purchased at a gas station only. Charges for Rental Car Insurance and the Fuel Option should not be submitted for reimbursement.
			Vehicle Charges (all charges require adequate documentation)
Hotel to Jobsite Contractor Owned Vehicles	X		Charge miles allowed per IRS allowance per vehicle only. Provide vehicle VIN#, start/end odometer readings and purpose of trip. Charge business related miles only. Refer to this Exhibit for further requirements concerning mileage charged. Mileage includes fuel and insurance. Fuel and insurance charges should not be submitted for reimbursement.
Home to Project Location Contractor Owned Vehicles	X		Charge miles allowed per IRS allowance per vehicle only. Provide vehicle VIN#, start/end odometer readings and purpose of trip. Charge business related miles only. Refer to this Exhibit for further requirements concerning mileage charged. Mileage includes fuel and insurance. Fuel and insurance charges should not be submitted for reimbursement.
Job Site Mileage Contractor-owned Vehicles	X		Charge miles allowed per IRS allowance per vehicle only. Provide vehicle VIN#, record daily total miles and purpose of trip(s). Charge business related miles only. Refer to this Exhibit for further requirements concerning mileage charged. Mileage includes fuel and insurance. Fuel and insurance charges should not be submitted for reimbursement.
Travel Time	X		Travel time is charged at the standard hourly rate. Travel time for hourly rate personnel will be actual travel time outside of a 50 mile radius from the project site and shall not exceed eight (8) hours per day unless the contract sets forth an alternate working schedule (ex. 5 x 10/hr days). First and last day of travel to be billed at 75% of the GSA-Domestic Pier Diem M&IE Rates. **(www.gsa.gov/perdiem)**
			Other Charges (all charges require adequate documentation)
Per Diem	X		Per diem rates shall be in accordance with published GSA-Domestic Per Diem Rates at time of travel. Costs not included in MIE (meals and incidental expenses) must be business related, proper and reasonable, pre-approved by Project Manager, and substantiated by receipts. **(www.gsa.gov/perdiem)**
Holidays/Vacation		X	If applicable, only Company-observed holidays are allowable. Contractor vacations are not allowable and should not be billed.
Labor Titles		X	Only labor titles listed on Contractor's Personnel Rate Sheet are reimbursable. Labor titles not listed on Contractor's Personnel Rate Sheet must be approved and the contract amended before being invoiced and paid.
Computer/Laptop		X	Flat rental rate of $35.00 per month per laptop. Refer to contract for variance.
Software & License Fees		X	Standard software provided by Contractor is Windows XP OS, MS Office, Internet Explorer, Adobe Acrobat Reader, anti-virus, FAX and WinZip. Refer to contract for allowable software and license fees.
Reproduction		X	Refer to this Exhibit for allowable charges.
Cell Phones		X	Flat rental rate of $50.00 per month per phone. Refer to contract for variance.
Personal Protection Equipment	X		See Company's Contractor Safety Manual. Contractor shall evaluate the situation daily and determine what equipment is necessary for the performance of the Scope of Work. PPE includes all items necessary to protect Contractor from injury on the job site such as hard hat, eye and ear protection, safety shoes, NOMEX coveralls, snake leggings, and H2S monitors.
Fuel Charges	X		Equipment rates shall include servicing, fuel, lubricants and maintenance. Equipment not listed in the equipment rates in this Exhibit must be approved and substantiated for reimbursement.
Small Tools & Consumables		X	Small tools having a cost of less than $1,000, disposable parts, consumables that are normally utilized in the performance of daily work are considered non reimbursable.
Equipment Rental	X		Cost plus 10%. Equipment rented must be authorized by Company.

Cost/Charge	Allowable		Cost / Charge Allowable Conditions
	Yes	No	
Subcontracts	X		Cost plus 10%.
Material Buy Outs	X		Cost plus 10%. Materials purchased must be authorized by Company.
Non-Consumable Supplies		X	Non-consumable supplies such as, but not limited to, radios, cameras, hole-punches, compasses, and other similar items are deemed to be Contractor's overhead and shall be considered non reimbursable.
Other Charges Not Stated in Contract		X	Charges not specifically stated in the contract (such as executive and clerical salaries; office rent; mortgage payments; warehouse rent; depreciation; property taxes; insurance; utilities and telephone expenses; professional and trade licenses and fees; employee recruitment; relocation; training and education; photocopying; data processing; office supplies; postage; books and periodicals; miscellaneous general and administrative expenses; advertising expenses; interest on borrowing and other financial costs; entertainment expenses; contributions and donations; bad debts; losses on other contracts; equipment storage and upkeep (if not specifically required and company-approved for individual jobs); and bid and proposal costs require prior approval and must be substantiated for reimbursement.

AGREEMENT 26223

EXHIBIT C – DRUG & ALCOHOL/OPERATOR QUALIFICATION PROGRAM REQUIREMENTS

CONTRACTOR shall comply with requirements for both DOT Drug and Alcohol and Operator Qualification Requirements Programs, as follows:

1.0 DOT DRUG AND ALCOHOL PROGRAM

CONTRACTOR represents and warrants that it has established, maintains, and enforces a drug and alcohol policy.

1.1 COMPANY, under 49 CFR Parts 199 and 40, is required by law to ensure compliance with the pipeline safety regulations for drug and alcohol testing applicable to its CONTRACTORS', subcontractors and their agents, performing operations, maintenance, or emergency response functions on a pipeline or LNG facility subject to 49 CFR Parts 191, 192, 193 and 195 or any other provision or Part thereof (or any successor thereof) covering the type of work CONTRACTOR may perform pursuant to this Agreement as follows:

1.1.1 CONTRACTOR agrees that CONTRACTOR, its subcontractors, and their agents will abide by a DOT anti-drug plan and alcohol Misuse Program which applies to all employees of CONTRACTOR, its subcontractors, and agents if performing an operations, maintenance or emergency response function on COMPANY'S facilities.

1.1.2 CONTRACTOR agrees that CONTRACTOR, its subcontractors and their agents shall provide to their respective employees an Anti-drug Plan and Alcohol Misuse Program, the drug and alcohol testing, education, and training required by 49 CFR Parts 199 and 40. Prior to and during the performance of any work hereunder, CONTRACTOR shall have in place and shall implement a drug testing program meeting the requirements imposed by the regulations of the Code of Federal Regulations.

1.1.3 CONTRACTOR agrees that CONTRACTOR, its subcontractors, and their agents, are in compliance with the drug and alcohol testing regulations at 49 CFR Parts 199 and 40 and Motor Carrier Regulations at 49 CFR Parts 391 and 394 Part 382, if applicable.

1.1.4 CONTRACTOR agrees that CONTRACTOR, its subcontractors, and their agents shall allow COMPANY, COMPANY'S designee, the administrator and/or representative of a state agency (as defined in 49 CFR Part 199) access to property and records for the purpose of monitoring compliance with the requirements of the Pipeline and Hazardous Material Safety Administration (or any successor agency) for drug and alcohol testing at 49 CFR Part 199. This access shall occur periodically, and without prior notice to allow COMPANY, the administrator and/or representative of a state agency to audit CONTRACTOR, its subcontractors, and their agents' Anti-drug Plan and Alcohol Misuse Program, the required drug and alcohol testing and results thereof.

1.1.5 COMPANY requires that CONTRACTOR'S written Alcohol and Drug Testing Program be approved in writing by COMPANY'S Policy and Compliance Department or its third party designee prior to start of work hereunder. Thereafter, COMPANY reserves the unqualified right to audit the said program at any time, or to ask its third party designee to do likewise, during the performance of work hereunder. In the event that COMPANY, at its sole discretion believes that the said program no longer meets the applicable law and/or regulatory statutes recited in this Policy and its subsections, then COMPANY may suspend work until such time as CONTRACTOR restores the said

program to full compliance. Any costs incurred by COMPANY because of such suspension, shall be borne by CONTRACTOR.

1.1.6 COMPANY, to the extent required by applicable laws or regulations, will monitor the CONTRACTOR'S compliance with these regulations and from time to time require certificates regarding compliance with such testing requirements to be provided by CONTRACTOR from CONTRACTOR'S testing agency. CONTRACTOR will allow access to its property and records by COMPANY or by any authorized state agency (or its representative) having jurisdiction over COMPANY or its facilities, for the purpose of monitoring COMPANY'S compliance with governmental laws, rules or regulations.

2.0 OPERATOR QUALIFICATION PROGRAM

CONTRACTOR represents and warrants that it has established, maintains and enforces an Operator Qualification (OQ) program.

2.1 COMPANY under 49 CFR Parts 192 and 195 is required by law to ensure compliance with the pipeline safety regulations for OQ applicable to its CONTRACTORS, its subcontractors and their agents who perform specific OQ covered tasks during operations and maintenance work on hazardous liquids (including CO2) or natural gas pipelines or facilities subject to 49 CFR Parts 192 or 195 as follows:

2.1.1 CONTRACTOR agrees that CONTRACTOR, its subcontractors and their agents shall review and comply with COMPANY'S OQ Program. CONTRACTOR agrees that CONTRACTOR, its subcontractors and their agents will also review the list of OQ-covered tasks and identify any and all OQ-covered tasks that they would perform for COMPANY (OQ Program and list of covered tasks attached).

2.1.2 CONTRACTOR agrees that CONTRACTOR, its subcontractors and their agents will be qualified under a COMPANY approved evaluation program which applies to all employees of CONTRACTOR, its subcontractors and their agents who perform specific OQ-covered tasks during operations and maintenance work.

2.1.3 CONTRACTOR agrees that proper and approved documentation will be kept by CONTRACTOR or their agents to verify the OQ evaluations and that CONTRACTOR will provide for COMPANY'S access to this documentation as required by required by COMPANY'S OQ Program Appendix E: Procedures for Contractor Compliance with OQ and Appendix F: Required OQ "Action" Plan Elements for Contractors (see website information below) necessary for verification. CONTRACTOR will keep documentation in ISNetworld unless instructed by COMPANY.

2.1.4 CONTRACTOR agrees that CONTRACTOR, its subcontractors and their agents shall allow COMPANY'S representative and/or the representative of a local, State or Federal agency access to property and records for the purpose of monitoring compliance with the requirements of the OQ regulation. This access shall occur periodically and without prior notice.

2.1.5 CONTRACTOR personnel who do not have proper and documented OQ qualifications will not be allowed to perform specific OQ-covered tasks during operations and maintenance work on hazardous liquids (including CO2) or natural gas pipelines or facilities subject to 49 CFR Parts 192 or 195, unless those non-OQ qualified personnel are supervised by an OQ-qualified individual within the span of control limits, as described in COMPANY'S OQ Program.

2.1.6 CONTRACTOR agrees to provide OQ-related information on its personnel when requested by COMPANY. Typically, this will be requested by COMPANY Project Management or Operations Designated Representatives during the bidding process or if the work is not bid, when the work is assigned to CONTRACTOR.

2.1.7 CONTRACTOR agrees to review the work it is being asked to perform and identify any OQ-covered tasks being performed which were not identified as OQ-covered tasks by COMPANY'S Project Management personnel, and notify COMPANY'S Project Management personnel of the discrepancy prior to commencement of the work.

Detailed information on COMPANY'S DOT and Operator Qualification program requirements are located on the Internet at:

DOT Drug and Alcohol Compliance:

http://www.kindermorgan.com/work/contractor_co/dot_drug_alcohol_req.cfm

or via telephone by contacting:

DOT Compliance, Phone: 713-369-9480

Operator Qualification Program:

http://www.kindermorgan.com/work/contractor_co/dot_operator_qual.cfm

Exhibit E: http://www.kindermorgan.com/work/contractor_co/oq_procedure_for_Contractor_Compliance.pdf

Exhibit F: http://www.kindermorgan.com/work/contractor_co/oq_action_plan_elements_for_contractors.pdf

or via telephone by contacting:

Manager, Operator Qualification & Training, Phone: 307-232-4423.

IMPORTANT NOTICE

To Contractors Of Kinder Morgan And/Or Its Affiliates ("KM")

Department of Transportation Regulations
For
Anti-Drug and Alcohol Misuse Plans

The Department of Transportation ("DOT") continues to report drug/alcohol testing compliance problems with contractors who perform DOT-covered work for pipeline operators. In response to these compliance problems, DOT promises to step-up their enforcement of the regulations contained in 49 CFR Parts 199 and 40. DOT places the responsibility upon the pipeline operators such as KM, to see that contractors and contractor employees performing DOT-covered work are in compliance with the drug testing regulations. Given what we know about DOT drug/alcohol testing plans and contractor monitoring, it is possible many existing contractor's drug plans do not meets the standards required by these regulations. In addition, new alcohol regulations became effective January 1, 1995, for the Pipeline and Hazardous Materials Safety Administration and the Federal Motor Carrier Safety Administration. Consequently, reasonable measures must be undertaken to safeguard against civil penalties from DOT.

Effective January 1996, COMPANY contracted with National Compliance Management Service, Inc., (NCMS) to act as its agent for monitoring contractor DOT anti-drug and alcohol misuse prevention plans and to obtain contractor drug/alcohol testing data. NCMS is authorized by KM to request anti-drug and alcohol misuse plans and statistical data and other documentation from contractors who plan to perform an operating, maintenance or emergency response function on KM covered facilities.

CONTRACTOR can access COMPANY'S website for further information and contacts for the NCMS at:

http://www.kindermorgan.com/work/contractor_co/dot_drug_alcohol_req.cfm

CONTRACTOR can call NCMS directly or access the required documentation through the National Compliance Management Services website. This information is available under forms: http://www.nationalcompliance.com/forms.htm, selecting the PHMSA Contractor Packet at the bottom of the page. Detailed instructions and information are provided to facilitate completion of the package. The completed package should be then submitted via email to:

dot@nationalcompliance.com

If email is not available, then please contact NCMS as follows:

National Compliance Management Service
(Kinder Morgan Audit)
7 Compound Drive
Hutchinson, KS 67502
Phone: (620) 669-0954 Fax: (620) 669-8430

Only contractors with approved drug/alcohol testing programs will be allowed to perform DOT-covered tasks for KM. If you should have any question pertaining to this matter or require additional information, for general Information please contact: Director, Compliance HR. For those Contractors registered in ISNetworld, Information is downloaded from NCMS to ISNetworld contractor dashboard

AGREEMENT 26223

EXHIBIT D - CERTIFICATE OF FINAL ACCEPTANCE

THE STATE OF §

COUNTY OF §

Date:

To: **[Insert Name and Address of KM Entity executing the applicable Work Directive]**

Ref: Work Directive dated , 20 (the "Work Directive") by and between ("KM") and _ ("CONTRACTOR") under that certain Agreement for Professional Emergency Response Services dated , 20 (the "Agreement")

1. The Work under the Work Directive has been completed in accordance with the terms of the Contract Documents;

2. CONTRACTOR has met all its obligations under the terms of the Contract Documents, other than warranty obligations and any other obligations that expressly survive the termination thereunder;

3. All amounts that were due and payable by KM in connection with the Work have been paid;

4. CONTRACTOR has not directly or indirectly created, incurred, assumed or suffered to be created by it or any subcontractor, employee, laborer, mechanic, materialman, or other supplier of goods or services any lien relating to the Work, the Kinder Morgan Energy Partners, L.P.'s or KM's premises or any part thereof or interest therein except to the extent lien security has been provided by CONTRACTOR and accepted by KM in connection therewith;

5. CONTRACTOR has promptly paid and discharged any liens which, notwithstanding paragraph 4 hereof, it has directly or indirectly created or suffered to be created by it or any subcontractor, employee, laborer, mechanic, materialman, or other supplier of goods or services relating to the Work, Kinder Morgan Energy Partners, L.P.'s or KM's premises, or any part thereof or interest therein except to the extent lien security has been provided by CONTRACTOR and accepted by KM in connection therewith;

6. Title to all Work is free and clear of any and all liens, claims, charges, security interests, encumbrances and rights of other persons arising as a result of any actions or failure to act of CONTRACTOR, its subcontractors, or their employees or representatives except to the extent lien security has been provided by contractor and accepted by KM in connection therewith;

7. All federal and state unemployment and old age benefit taxes have been paid, or will be paid when due; all valid state sales and use taxes properly levied on materials, equipment, supplies and services furnished by CONTRACTOR have been paid; all federal and state income taxes required by law to be withheld from employees or others have been withheld and remitted to the proper taxing authority, or will be remitted when due;

8. All premiums for insurance requirements under the Contract Documents have been paid;

9. All claims for damages of any nature arising from the fulfillment of the Contract Documents and for which CONTRACTOR is responsible pursuant thereto have been paid, and payment has been made by CONTRACTOR in full for all claims for damages for which CONTRACTOR is required under the Contract Documents to indemnify KM, its general partner (if any) and its affiliated companies; and

Sample

10. Any other items payable by CONTRACTOR under the Contract Documents have been paid in full.

CONTRACTOR agrees to indemnify and hold harmless KM, its parent, general partner (if any), affiliated and subsidiary companies and entities from any claims, damages, fines or penalties, or expenses arising from CONTRACTOR'S failure to perform or fulfill any of the acts or obligations referred to above.

CONTRACTOR'S EXECUTION OF THIS CERTIFICATE SHALL CONSTITUTE A WAIVER BY IT OF ALL CLAIMS AGAINST KM RELATED TO OR ARISING OUT OF THE APPLICABLE WORK DIRECTIVE; PROVIDED, HOWEVER, THAT CONTRACTOR (NOR ITS SURETY, IF ANY) SHALL NOT BE RELEASED FROM ANY WARRANTY WORK OR OTHER UNPERFORMED OBLIGATIONS UNDER THE CONTRACT DOCUMENTS.

This Certificate of Final Acceptance shall be governed by, construed and enforced in accordance with the laws of the State of Texas (without giving effect to the principles thereof relating to conflicts of laws), except with regard to the creation, recordation and discharge of a lien, which shall be governed by the laws of the state in which the Work was performed.

IN WITNESS WHEREOF, CONTRACTOR has duly executed and acknowledges this Certificate of Final Acceptance on the day or , 20 .

[Insert CONTRACTOR Name]

By: _____

Name: _____

Title: _____

THE STATE OF _____)
) §
COUNTY OF _____)

This instrument was acknowledged before me on the day of ,

20___ by _____, as _____ of [Name of CONTRACTOR].

By: _____
Notary Public, State of _____
Printed Name of Notary: _____
My Commission expires: _____

Countersigned:
[Name of KM Entity on the Work Directive]

By: _____
Printed Name: _____
Title: _____
Date: _____

Sample

AGREEMENT 26223

EXHIBIT E – CONDITIONAL and UNCONDITIONAL WAIVER AND RELEASE

CONDITIONAL WAIVER AND RELEASE

THE STATE OF §
§
COUNTY OF §

WHEREAS:

1 [ ] ("KM") and [ ] ("CONTRACTOR") have entered into that certain Work Directive dated as of [ ] under that certain Agreement for Professional Emergency Response Services dated as of _ (the "Agreement"), pursuant to which CONTRACTOR is to provide services in connection with a (the "Project") located at (the "Site").

2. As a condition precedent of the obligation of KM to make each payment under the Work Directive that CONTRACTOR supplies KM with a waiver and release of liens and security interests and waiver of any claims to the extent of such payment and CONTRACTOR provides this Conditional Waiver and Release in order to satisfy the aforesaid condition precedent in relation to its invoice no. [to be inserted] dated [to be inserted] (the "Invoice").

NOW THEREFORE:

1. Capitalized terms used and not defined herein shall have the meaning assigned to them in the Agreement (except as may be expressly modified by the terms of the Work Directive).

2. Upon payment by KM to CONTRACTOR of the sum of [ ], which sum represents the full amount due to CONTRACTOR under the Invoice, CONTRACTOR irrevocably waives, releases or relinquishes any lien, security interest or claim (whether for breach of contract, pursuant to law or otherwise) relating to the Work, the Project or the Site for which payment is requested under the Invoice.

3. CONTRACTOR certifies that:

3.1 All amounts that were due and payable in connection with the Work have been paid by KM as of the date of payment and as of the last advance applicable to CONTRACTOR [save in relation to the amounts of (a) [$] under Invoice Nos. [ ], which CONTRACTOR acknowledges that KM is withholding in accordance with the Agreement and/or Work Directive and (b) [ ], which CONTRACTOR acknowledges are subject to dispute with KM.

3.2 CONTRACTOR has not directly or indirectly created, incurred, assumed or suffered to be created by it or any subcontractor, employee, laborer, mechanic, materialman or other supplier of goods or services any lien relating to the Work, the Project, the Site or any part thereof or interest therein, except to the extent lien security has been provided by CONTRACTOR and accepted by KM in connection therewith;

3.3 CONTRACTOR has promptly paid and discharged any liens which, notwithstanding paragraph 3.2 hereof it has directly or indirectly created or suffered to be created by it or any subcontractor, employee, laborer, mechanic, materialman or other supplier of goods or services relating to the Work, the Project, the Site or any part thereof or interest therein, except to the extent lien security has been provided by CONTRACTOR and accepted by KM in connection therewith; and

Sample

3.4 Title to all Work is free and clear of any and all liens, claims, charges, security interests, encumbrances and rights of other persons arising as a result of any actions or failure to act of CONTRACTOR, its subcontractors, or their employees or representatives except to the extent lien security has been provided by CONTRACTOR and accepted by KM in connection therewith.

3.5 THIS CONDITIONAL WAIVER AND RELEASE SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAWS), EXCEPT WITH REGARD TO THE CREATION, RECORDATION AND DISCHARGE OF A LIEN, WHICH SHALL BE GOVERNED BY LAWS OF THE STATE WHERE THE PROJECT IS LOCATED.

IN WITNESS WHEREOF, CONTRACTOR has duly executed and acknowledges this Conditional Waiver and Release on the day of , 20.

[CONTRACTOR Name]

By:

Name:

Title:

Sample

ACKNOWLEDGEMENT

THE STATE OF §
§
COUNTY OF §

This instrument was acknowledged before me on the day of , 20, by , as of .

By:
Notary Public, State of
Printed Name of Notary:
My Commission Expires:

UNCONDITIONAL WAIVER AND RELEASE

THE STATE OF §
§
COUNTY OF §

WHEREAS:

1 [ ] ("KM") and [ ] ("CONTRACTOR") have entered into that certain Work Directive dated as of [ ] under that certain Agreement for Professional Emergency Response Services dated as of (the "Agreement"), pursuant to which CONTRACTOR is to provide services in connection with a (the "Project") located at (the "Site").

2. As a condition precedent of the obligation of KM to make each payment under the Work Directive that CONTRACTOR supplies KM with a waiver and release of liens and security interests and waiver of any claims to the extent of such payment and CONTRACTOR provides this Unconditional Waiver and Release in order to satisfy the aforesaid condition precedent in relation to its invoice no. [to be inserted] dated [to be inserted] (the "Invoice").

NOW THEREFORE:

1. Capitalized terms used and not defined herein shall have the meaning assigned to them in the Agreement (except as may be expressly modified by the terms of the Work Directive).

2. The undersigned hereby irrevocably waives, releases, or relinquishes any lien, security interest, or claim (whether for breach of contract, pursuant to law or otherwise) relating to the Work, the Project or the Site.

3. CONTRACTOR certifies that:

3.1 All amounts that were due and payable by KM in connection with the Work have been paid.

3.2 CONTRACTOR has not directly or indirectly created, incurred, assumed or suffered to be created by it or any subcontractor, employee, laborer, mechanic, materialman, or other supplier of goods or services any lien relating to the Work, the Project, the Site or any part thereof or interest therein except to the extent lien security has been provided by CONTRACTOR and accepted by KM in connection therewith;

3.3 CONTRACTOR has promptly paid and discharged any liens which, notwithstanding paragraph 3.2 hereof, it has directly or indirectly created or suffered to be created by it or any subcontractor, employee, laborer, mechanic, materialman, or other supplier of goods or services relating to the Work, the Project, the Site or any part thereof or interest therein except to the extent lien security has been provided by CONTRACTOR and accepted by KM in connection therewith; and

3.4 Title to all Work is free and clear of any and all liens, claims, charges, security interests, encumbrances and rights of other persons arising as a result of any actions or failure to act of CONTRACTOR, its subcontractors, or their employees or representatives except to the extent lien security has been provided by CONTRACTOR and accepted by KM in connection therewith.

3.5 THIS UNCONDITIONAL WAIVER AND RELEASE SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS (WITHOUT

Sample

GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAWS), EXCEPT WITH REGARD TO THE CREATION, RECORDATION AND DISCHARGE OF A LIEN, WHICH SHALL BE GOVERNED BY LAWS OF THE STATE WHERE THE PROJECT IS LOCATED.

IN WITNESS WHEREOF, the undersigned has duly executed and acknowledges this Unconditional Waiver and Release on the day of , 20.

[CONTRACTOR Name]

By:

Name:

Title:

ACKNOWLEDGEMENT

THE STATE OF §

COUNTY OF §

This instrument was acknowledged before me on the day of , 20, by , as of.

By:
Notary Public, State of
Printed Name of Notary:
My Commission Expires:

Sample

AGREEMENT 26223

EXHIBIT F – CERTIFICATE OF INSURANCE

CONTRACTOR is required to submit the text required for a certificate of insurance (as contained in Section **8.0** of the Agreement) directly to its insurance carrier so that evidence of proper insurance coverage may be submitted. Upon receipt from its carrier of the fully executed certificate, CONTRACTOR shall forward same to ISNetworld for ISN's review and approval, unless submission shall be to COMPANY, as explained below. If CONTRACTOR has been exempted from ISNetworld, CONTRACTOR shall submit said certificate of insurance along with its Agreement requirements for review by the Contract Administrator designated in **Section 2.3** of the Agreement. Upon acceptance by COMPANY or its designated representative(s), the executed certificate of insurance shall be incorporated into this Exhibit..

Do not delete this spacing – contains a code – insert any additional exhibits before this marker.

KINDER MORGAN
KM Liquids Terminals LLC

AGREEMENT FOR WASTE DISPOSAL SERVICES

AGREEMENT NUMBER: 23244

COMMENCES: JANUARY 15, 2010

TERMINATES: JANUARY 15, 2015

BETWEEN

KM LIQUIDS TERMINALS LLC

"COMPANY"

AND

UNITED STATES INDUSTRIAL, INC. DBA/ USIS, INC>

"CONTRACTOR"

AGREEMENT SUMMARY

KINDER MORGAN COMPANY:	KM Liquids Terminals LLC	
Principal Place of Business	Houston, Texas	
AGREEMENT:		
Title	AGREEMENT FOR WASTE DISPOSAL SERVICES	
Number	23244	
Made as of Date	_15th Day of January 2010	
Effective Date	January 15, 2010	
Termination Date	January 15, 2015	
Agreement Value	(Not To Exceed Value of Individual Work Directives)	
ADMINISTRATION:		
Contracts Administrator	LINDA HARRIS	
Phone Number / FAX	Phone: 713-450-7420	FAX: 1-713-495-7499
E-Mail Address	linda_harris@kindermorgan.com	
NOTICES:		
Designated Representative	LINDA HARRIS	
Address, City, State Zip Code	906 CLINTON DRIVE	GALENA PARK, TX 77547
Phone Number / FAX	Phone: 713-450-7420	Fax: 1-713-495-7499
E-Mail Address	linda_harris@kindermorgan.com	
TECHNICAL:		
Designated Representative	LEO BRIGGS	
Address, City, State Zip Code	405 Clinton Dr	Galena Park, TX 77547
Phone Number / FAX	Phone: 713-450-7439	Fax: 713-920-8420
E-Mail Address	leo_briggs@kindermorgan.com	
BILLING:		
Designated Representative	ACCOUNTS PAYABLE	
Address, City, State Zip Code	906 CLINTON DRIVE	GALENA PARK, TX 77547
Phone Number / FAX	Phone: 713-450-7420	Fax: 1-713-495-7499
CONSULTANT:		
Federal Tax I.D. Number	760314359	
Consulting Firm	UNITED STATES INDUSTRIAL	
Address, City, State Zip Code	USIS, INC. 1440 SENS ROAD	LAPORTE,TX 77571
Designated Representative	BARRY SEABRANCH	
Phone Number / FAX	Phone: 281-567-4100	Fax: 281-567-4101
E-Mail Address	BSEABRANCH@USISGROUP.COM	
PROJECT / SERVICES DESCRIPTION:	Tank Cleaning	

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AGREEMENT FOR WASTE DISPOSAL SERVICES

NUMBER 23244

THIS AGREEMENT FOR WASTE DISPOSAL SERVICES (the "Agreement") is made as of the 15th day of January 2010 (the "Effective Date"), by and between **KM Liquids Terminals LLC**, a limited liability company, with its principal place of business in Houston, Texas (the "COMPANY"), acting for itself and on behalf of any of its affiliates and subsidiaries which execute Work Directives hereunder (defined below), and **UNITED STATES INDUSTRIAL INC, dba US Industrial Services, Inc. USIS, INC**, a corporation,, with its principal place of business in **Error! Reference source not found.Error! Reference source not found.,** LAPORTE,TX (the "CONTRACTOR").

WITNESSETH:

WHEREAS, CONTRACTOR represents that it has the requisite knowledge, familiarity, experience, equipment, tools and fully trained and experienced personnel to perform certain work pertaining to the collection, transportation, treatment, disposal and/or storage of waste as further described herein; and

WHEREAS, COMPANY desires CONTRACTOR to perform said work.

NOW, THEREFORE, for and in consideration of the covenants and agreement hereinafter contained, the parties do hereby agree as follows:

1.0 CONTRACT DOCUMENTS AND DEFINITIONS

1.1 The "Contract Documents", in their order from highest precedence to lowest precedence, shall consist of:

1.1.1 This Agreement **23244**

1.1.2 Exhibit A Form of Work Directive

1.1.3 Exhibit B Schedule of Values

1.1.4 Exhibit C Drug & Alcohol/Operator Qualification Program Requirements

1.1.5 Exhibit D Form of Certificate of Final Acceptance

1.1.6 Exhibit E Form of Conditional and Unconditional Lien Waiver

1.1.7 Exhibit F Kinder Morgan Form of Certificate of Insurance

1.2 In the event of a conflict between this Agreement and any Exhibit hereto, this Agreement shall control. In the event of a conflict between or among the Exhibits to this Agreement, the Exhibit with the highest order of precedence shall control (that is, for example, Exhibit **B** is higher in order of precedence than Exhibit **C**). For the avoidance of doubt, the term "Agreement" when used hereinafter shall also mean this Agreement along with the Exhibits referenced in Section **1.1** and attached hereto (including any actual Work Directive(s), Certificate(s) of Final Acceptance, Lien Waivers or any other document executed by the parties in connection with this Agreement).

1.3 Definitions

1.3.1 "**Agreement**" shall have the meaning set forth on the first page of this Agreement and as further described in Section **1.2**of this Agreement.

1.3.2 "**Anniversary Date**" shall have the meaning set forth in Section **2.1** of this Agreement.

1.3.3 "**COMPANY**" shall have the meaning set forth on the first page of this Agreement.

1.3.4 "**COMPANY Indemnitees**" shall have the meaning set forth in Section **7.1** of this Agreement.

1.3.5 "**Confidential Information**" shall have the meaning set forth in Section **14.0** of this Agreement.

1.3.6 "**CONTRACTOR**" shall have the meaning set forth on the first page of this Agreement.

1.3.7 "**CONTRACTOR Indemnitees**" shall have the meaning set forth in Section **7.2** of this Agreement.

1.3.8 "**Contract Administrator**" shall have the meaning set forth in Section **2.2** of this Agreement.

1.3.9 "**Contract Documents**" shall have the meaning set forth in Section **1.1** of this Agreement.

1.3.10 "**Covered Task(s)**" shall have the meaning set forth in Section **11.4** of this Agreement.

1.3.11 "**Designated Representative**" shall have the meaning set forth in Section **2.3** of this Agreement.

1.3.12 "**Effective Date**" shall have the meaning set forth on the first page of this Agreement.

1.3.13 "**EHS Laws**" shall have the meaning set forth in Section **9.5** of this Agreement.

1.3.14 "**Extra Work**" shall have the meaning set forth in Section **3.4** of this Agreement.

1.3.15 "**Force Majeure**" shall have the meaning set forth in Section **13.1.1** in this Agreement.

1.3.16 "**General Partner**" shall have the meaning set forth in Section **19.0** of this Agreement.

1.3.17 "**Hazardous Materials**" and "**Hazardous Substance**" shall have the meaning set forth in Section **9.5** of this Agreement.

1.3.18 "**Losses**" shall have the meaning set forth in Section **7.1** of this Agreement.

1.3.19 "**MSDS**" shall have the meaning set forth in Section **9.8.2** of this Agreement.

1.3.20 "**Non-Company Onsite Situation**" shall have the meaning set forth in Section **10.1.2** of this Agreement.

1.3.21 "**Safety Manual**" shall have the meaning set forth in Section **9.2** of this Agreement.

1.3.22 "**Waste**" shall mean any form of material or substance identified or determined by COMPANY as having no beneficial value and may include any Hazardous Materials and/or Hazardous Substance.

1.3.23 "**Work**" shall have the meaning set forth in Section **3.1** of this Agreement.

1.3.24 "**Work Directive**" shall have the meaning set forth in Section **3.1** of this Agreement.

2.0 TERM AND NOTICES

2.1 This Agreement becomes effective upon the Effective Date and shall terminate on the earlier of (i) January 15, 2015 (the "Anniversary Date"), or (ii) cancellation or termination of the Agreement pursuant to Section **0**; provided, however, that if COMPANY desires CONTRACTOR to complete a Work Directive that is unfinished at the time of termination or expiration, then this Agreement shall continue with respect to that Work Directive until the Work Directive is satisfactorily completed.

2.2 For the term of this Agreement, matters of a technical nature should be directed to the COMPANY'S "Designated Representative" identified below and matters of a commercial nature should be directed to the COMPANY'S "Contract Administrator" identified below.

2.3 All notices to be given with respect to this Agreement, unless provided for to the contrary herein or in a Work Directive, shall be given to COMPANY and to CONTRACTOR respectively at the address herein below shown, and shall be in writing, and sent via nationally recognized courier, facsimile (with the confirmation by the machine), or if mailed, postage prepaid via certified mail return receipt requested. All notices shall be effective upon actual receipt by the party to whom given.

COMPANY:	**CONTRACTOR:**
KM Liquids Terminals LLC 906 CLINTON DRIVE GALENA PARK, TX 77547 Attention: LINDA HARRIS Phone: 713-450-7420 FAX: 1-713-495-7499 E-Mail Address: linda_harris@kindermorgan.com	**UNITED STATES INDUSTRIAL** USIS, INC. 1440 SENS ROAD LaPorte, TX 77571 Attention: BARRY SEABRANCH Phone: 281-567-4100 FAX: 281-567-4101 E-Mail Address: BSEABRANCH@USISGROUP.COM

2.4 The individual and/or addresses for notices may be changed upon written notice to the other party which is sent in the manner stated herein. Notices shall be effective upon receipt.

3.0 GENERAL DESCRIPTION OF AGREEMENT AND SERVICES

3.1 CONTRACTOR shall furnish and pay for everything including all services, items, labor, supervision, tools, technical capability, permits, licenses, transportation, materials and supplies (except those materials and supplies which COMPANY hereinafter expressly agrees to furnish) necessary for CONTRACTOR to perform and accomplish the professional collection, transportation, treatment, disposal and/or storage of Waste and cleaning of Tanks, as may be set forth and described in any Work Directive, which shall be executed in a form substantially in accordance with Exhibit **A** ("Work Directive"), and in every case, shall also include all services, materials and goods reasonably inferable therefrom (the "Work"). CONTRACTOR shall not provide and shall not be compensated for any services, goods, materials or equipment except pursuant to a properly executed Work Directive; provided, however, that for a Work assignment for which CONTRACTOR'S compensation is $10,000 or less a Work Directive may not necessarily be issued; and provided, further, any Work provided by CONTRACTOR and accepted by COMPANY with or without a signed Work Directive shall be subject to the terms and conditions of the Contract Documents. Each Work Directive shall set forth CONTRACTOR'S compensation for the Work described therein. The Work shall be performed pursuant to the provisions of the Contract Documents. Termination or suspension of any Work under any Work Directive, in whole or in part, shall not diminish CONTRACTOR'S liability or obligation to continue prosecution of Work under any other Work Directive.

3.2 This Agreement does not obligate COMPANY to order materials or services from the CONTRACTOR, nor does it obligate the CONTRACTOR to accept orders for same, but it shall control and govern all Work requested by COMPANY and accepted by CONTRACTOR, and shall define the rights and obligations of the COMPANY and CONTRACTOR during the term hereof, notwithstanding anything to the contrary contained in instructions orally or in writing from the Designated Representative. CONTRACTOR shall not accept any Work from COMPANY other than pursuant to this Agreement.

3.3 All items which CONTRACTOR is required to furnish, prepare or develop in the performance and completion of the Work (whether delivered to COMPANY or not), including, but not limited to, reports, plans, drawings and specifications, calculations, maps, sketches, notes, data and samples, are the sole and exclusive property of COMPANY without limitation (except CONTRACTOR may retain a copy thereof, subject to CONTRACTOR'S right to use the same solely to perform the Work under this Agreement. Such items (including all copies thereof other than the copy that may be retained by CONTRACTOR pursuant to the foregoing sentence) shall, together with any materials furnished by COMPANY hereunder, be delivered to COMPANY upon request and in any event upon completion or termination of this Agreement. All such items shall be considered to be Confidential Information.

3.4 COMPANY may require CONTRACTOR to perform other services or furnish materials or equipment, or the use thereof, in connection with the Work which are not included in a given Work Directive (hereinafter referred to as "Extra Work"). Extra Work may be occasioned by major changes in specifications requiring materials or equipment of a materially different nature, kind and cost from that contemplated at the time of execution of a given Work Directive, or the performance of other or additional services incidental to the completion of the Work, but not in contemplation of the parties at the time of execution of a given Work Directive. CONTRACTOR shall not perform any Extra Work without first having secured written authorization from COMPANY (by Work Directive or written change order) which shall be signed by COMPANY'S Designated Representative. Such authorization shall describe the Extra Work to be done and specify the price to be paid therefore, or the basis on which such price shall be calculated. Should CONTRACTOR perform any Extra Work without advance written authorization from COMPANY'S Designated Representative such Extra Work shall be at CONTRACTOR'S expense and risk.

3.5 If in the course of performance of Work, there is a change in law applicable to the Work, CONTRACTOR shall bear any increased cost in performing the Work. If there is a change in law applicable to COMPANY'S business operations which directly impacts the Work, any increased costs in performing the Work shall be for COMPANY'S account provided CONTRACTOR requests and clearly documents any such increased costs within thirty (30) days from the date the change in law first impacted the Work.

4.0 INSPECTION

4.1 Inspection

4.1.1 Throughout the performance of the Work, COMPANY shall have the right to designate one or more inspectors or engineers to inspect and test the Waste, Work site and the progress of the Work. CONTRACTOR shall cooperate with such inspectors and engineers in order that the Waste, Work site and Work may be fully inspected and tested and that COMPANY may at all times be fully advised of the progress of the Work and the manner in which it is being performed.

4.2 Inspection or Testing Not Acceptance

4.2.1 CONTRACTOR expressly understands and agrees that any inspection or testing by COMPANY pursuant to this Agreement shall be for COMPANY'S sole benefit and shall not be deemed an acceptance by COMPANY of all or any portion of the Work so inspected or tested. CONTRACTOR further understands and agrees that no inspection or testing by COMPANY pursuant to this Agreement or approval or failure to object to any portion of the Work shall relieve or release CONTRACTOR from any duties, obligations, or liabilities provided in this Agreement.

4.3 Non-Conforming Work

4.3.1 CONTRACTOR shall notify COMPANY in writing when the Work has been completed. If, in the sole good faith discretion of COMPANY, the Work conforms to all of the requirements of the Contract Documents, COMPANY shall accept the Work within ten (10) working days after receipt of such written notice. If, in the sole good faith discretion of COMPANY, the Work or any portion of the Work does not conform to all of the requirements of the Contract Documents, COMPANY shall give CONTRACTOR notice of any non-conforming Work. Within five (5) working days after receiving such notice from COMPANY, CONTRACTOR shall at its expense correct all non-conforming Work or provide a mutually accepted written plan of work for correction of the non-conforming Work. Corrected Work shall be resubmitted for acceptance by COMPANY and the above approval process will be repeated until the Work is acceptable or otherwise rejected by COMPANY.

5.0 INDEPENDENT CONTRACTOR

5.1 The parties expressly understand and agree that CONTRACTOR is acting as an independent contractor unrelated to COMPANY or any of its subsidiary or affiliated companies, entities and persons.

5.2 COMPANY shall have no direction and control over CONTRACTOR or CONTRACTOR'S employees, agents, subcontractors, volunteers or the manner and method utilized by CONTRACTOR and is interested only in results obtained by CONTRACTOR. CONTRACTOR shall determine and have sole discretion over the manner and methods utilized to achieve the results desired by COMPANY and shall be solely responsible for

the direction, control, and supervision of its acts and those of its agents, employees, volunteers, and subcontractors incident to the performance of this Agreement.

5.3 It is understood that the Designated Representative may make suggestions to CONTRACTOR solely for the purpose of obtaining the desired results, but CONTRACTOR shall be free to control the details necessary to accomplish such results.

5.4 CONTRACTOR has sole responsibility to determine those matters governing the employment terms and conditions for its employees working under this Agreement, including but not limited to selection, hiring, discipline, grievance resolution, pay and benefits and supervision and control of its employees. COMPANY has no authority or rights and shall not share or have any responsibility in the determination of such matters for such employees, except that COMPANY may require CONTRACTOR to reassign employees to non-COMPANY projects if COMPANY determines that any such employee is working in an unsafe manner, in violation of any labor laws including equal employment opportunity laws or immigration laws, or is not performing the Work according to the terms of this Agreement. In the event an employee of CONTRACTOR or one of its subcontractors files a claim of employment against COMPANY, CONTRACTOR agrees to indemnify and hold COMPANY Indemnitees harmless for and against liability and expense arising therefrom and further agrees to (a) promptly notify COMPANY of any employment related claim to which COMPANY may be a party and (b) cooperate fully with COMPANY by providing COMPANY with all information, and access to employees and records so that COMPANY can investigate and defend such claim.

5.5 CONTRACTOR shall be solely responsible, at its own expense, and CONTRACTOR represents that it has the necessary accounting resources and an employer identification number, for withholding or paying all applicable state and federal income taxes, making all applicable filings and reports with respect to FICA and FUTA taxes, and making all applicable filings and reports in connection with or relating to the services of CONTRACTOR or any individual employed or provided to work under this Agreement by CONTRACTOR. CONTRACTOR agrees to comply with any applicable laws and regulations governing the retention of employment-related records. CONTRACTOR will indemnify and hold harmless COMPANY Indemnitees for and against liability and expense arising from CONTRACTOR'S failure to make such filings and reports or retain such records.

5.6 CONTRACTOR agrees to observe and comply with all applicable provisions and amendments of federal; provincial, state and local laws, rules and regulations, including strict compliance with federal immigration laws, employment verification laws enacted in the state(s) in which the Work will be performed, and the Fair Labor Standards Act of 1938.

6.0 PAYMENT, TAXES, COMPLIANCE WITH LAWS, AND LIENS

6.1 Once each month following commencement of the Work, CONTRACTOR shall prepare an invoice for the amount accrued to CONTRACTOR for Work satisfactorily completed during the period covered by such invoice. All invoices, with supporting data, lien releases and waivers, and sworn statements that all bills and materials have been paid, shall be sent with the invoice. If requested by COMPANY or as otherwise required under any Work Directive, lien waivers will be furnished by CONTRACTOR with each invoice substantially in accordance with the form(s) set forth in Exhibit **E**. Invoices and supporting documents will be sent to the Designated Representative unless otherwise instructed by COMPANY. Upon approval of such invoice, and subject to the further provisions hereof, COMPANY shall pay CONTRACTOR the amount approved, less any amounts for which payment was made in connection with previous invoices within thirty (30) days from COMPANY'S receipt of the invoice and supporting data. COMPANY may, in its sole discretion, withhold ten percent (10%) of the amount of such payments.

6.2 In the event COMPANY disputes the amount or content of any invoice, COMPANY shall not be responsible for payment of such invoice or portion of such invoice that is in dispute, until such time as the dispute is resolved.

6.3 All invoices must show Agreement Number (and Work Directive Number) in order to be paid. Any rate schedule or pricing terms provided by CONTRACTOR and accepted by COMPANY shall remain in effect until new rates or pricing terms are mutually agreed upon by Company and Contractor and amended into the Agreement. Notwithstanding the foregoing, no rate schedule or pricing terms shall be adjusted prior to the expiration of one (1) year from the Effective Date.

6.4 A copy of any time sheets required under any Work Directive for each classification of work or worker showing actual hours worked, description of work performed, progress, valid receipts for all reimbursable expenses, if any, shall accompany each invoice submitted.

6.5 Final payment to CONTRACTOR shall be made by COMPANY only after CONTRACTOR has fully performed and completed the Work to the reasonable satisfaction of COMPANY and presentation of CONTRACTOR'S final adjusted invoice (initialed and dated by COMPANY'S Representative), accompanied by an executed CONTRACTOR'S Certificate of Final Acceptance, substantially in the form of Exhibit **D**. Acceptance by CONTRACTOR of such final payment shall constitute a waiver by it of all claims against COMPANY related to or arising out of this Agreement. Such final acceptance and payment by either party hereto shall not, however, release CONTRACTOR and its surety from any warranty work or other unperformed obligations hereunder.

6.6 It is understood and the parties agree that the sums to be paid under any Work Directive shall be the entire consideration to be received by CONTRACTOR from COMPANY for the Work and that said sums shall include any and all applicable taxes and contributions as otherwise set forth herein.

6.7 Prior to starting the Work, CONTRACTOR shall obtain the necessary permits and licenses to allow CONTRACTOR to remit sales, use, gross receipts and like taxes to the applicable taxing authority. CONTRACTOR agrees to indemnify COMPANY Indemnitees for all taxes, penalties and interest resulting from CONTRACTOR'S failure to properly remit itemized taxes to the applicable taxing authority.

6.8 Portions of Work Invoiced on a Time Plus Material Basis and/or Variations

6.8.1 Upon written notice to CONTRACTOR, COMPANY may elect to directly remit sales, use, gross receipts or like taxes to the taxing authority to which such taxes are due and directly payable. If COMPANY exercises such election, COMPANY shall provide CONTRACTOR with written evidence, as required by applicable taxing authority, prior to CONTRACTOR'S procurement or payment of taxable purchases of goods and services. CONTRACTOR agrees that the price to be paid for Work performed on a time plus materials basis under this Agreement includes any such sales, use, gross receipts or like taxes on materials, supplies, equipment or services furnished by CONTRACTOR and on services performed by CONTRACTOR. CONTRACTOR shall itemize price(s), including associated sales, use, gross receipts or like taxes for each component of Work performed on a time plus material basis for which title and possession will be transferred to COMPANY. If the appropriate taxes are not separately listed, COMPANY shall have the right to calculate such tax based upon the charges, and withhold the calculated amount from its payment.

6.9 Portions of Work Invoiced on a Lump Sum or Unit Price Basis

6.9.1 CONTRACTOR agrees that the price to be paid for Work performed on a lump sum basis, or unit price basis (such as a price per truckload), under this Agreement includes any such sales, use, gross receipts or like taxes on materials, supplies, equipment or services furnished by CONTRACTOR and on services performed by CONTRACTOR. CONTRACTOR shall separately list all sales, use, gross receipts or like taxes included in the lump sum or unit prices and provide such written verification reasonably acceptable to COMPANY that such taxes have been paid. If the appropriate taxes are not separately listed, COMPANY shall have the right to calculate such tax based upon the charges, and withhold the calculated amount from its payment.

6.10 Other Taxes

6.10.1 CONTRACTOR assumes full responsibility for and agrees to pay for, and agrees that the price to be paid by COMPANY as set herein shall be fully inclusive of, all labor, including overtime as legally required, all overhead, and all contributions and taxes payable under federal and state social security acts, old age pension, worker's compensation laws, unemployment compensation laws and income tax laws and any other applicable laws as to all of its employees and agents engaged in the performance of the Work hereunder; and CONTRACTOR hereby agrees to indemnify and save COMPANY Indemnitees harmless against the consequences of any failure by CONTRACTOR or any of its subcontractors to pay or withhold taxes, charges or compensation due on behalf of its employees or agents involved in the Work.

6.11 To the fullest extent permitted by applicable law, CONTRACTOR covenants and agrees to protect and keep the Work or any site where the Work is performed, any and all interests and estates therein, and all improvements or materials now or hereafter placed thereon pursuant to this Agreement, free from any and all claims, liens, charges or encumbrances in the nature of mechanics, labor, or material liens or otherwise, arising out of or in connection with performance of the Work by CONTRACTOR or any of its subtier contractors (including the furnishing of any materials hereunder), and to promptly have any such lien released by bond or otherwise. If CONTRACTOR disputes in good faith any lien or claim or encumbrance of any laborer, materialman or subcontractor, in lieu of the immediate payment thereof, CONTRACTOR shall post security to protect COMPANY from liability for the payment thereof on terms acceptable to COMPANY and from any expense of defending against that liability, until the dispute is finally resolved. COMPANY may, at its sole discretion, post or place upon the site where any Work is being performed notices of non-responsibility or do any other act permitted by law to exempt COMPANY, the site, any and all interests and estates therein, and any improvements or materials thereon from any liability to third parties for the performance of the Work. The failure of COMPANY to perform any of the actions described in the previous sentence shall not release or discharge CONTRACTOR of any of its obligations hereunder.

6.12 To the fullest extent permitted by applicable law, (a) CONTRACTOR hereby covenants and agrees to waive and does hereby waive any rights to liens to which CONTRACTOR might be entitled for Work performed under this Agreement and (b) CONTRACTOR additionally covenants and agrees to require or cause all of its subcontractors and vendors performing or furnishing any portion of the Work to consent, prior to the performance thereof, to the waiver of any such rights to liens which might accrue to such subcontractor or vendor.

6.13 CONTRACTOR shall comply with all applicable U.S federal, state, local laws, ordinances, codes, local and national standards and regulations, including the EHS Laws, all as the same may be amended from time to time. CONTRACTOR certifies that unless specifically exempted, all Work furnished under this Agreement has been furnished in compliance with the following laws, regulations and orders, as amended, Title VI and Title VII of the

Civil Rights Act of 1967, the Equal Pay Act of 1963, and Rehabilitation Act of 1974, the Immigration Reform Control Act of 1986, the Americans With Disabilities Act of 1990, Executive Orders of the President of the United States, the Office of Federal Contract Compliance Programs and Executive Orders 11246 and 11758, the Equal Opportunity Regulations at 41 CFR Subsection 60-1.4, Age Discrimination in Employment Act of 1967 (including the Older Workers Benefit Protection Act of 1990), Vietnam Era Veterans Readjustment Assistance Act, the Civil Rights Act of 1871 and 1991, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Affirmative Action Regulations at 41 CFR Subsections 250.5 and 741.5, and any other applicable anti-discrimination laws or other applicable laws pertaining to an employment relationship. CONTRACTOR shall assure that each of its permitted subcontractors complies with said requirements as well. CONTRACTOR agrees to protect, indemnify and save harmless COMPANY Indemnitees from all claims, suits, liabilities and costs, including attorney's fees and costs of court, arising out of CONTRACTOR'S or its permitted subcontractors' violation of or non-compliance with such laws, regulations, orders and guidelines. Any breach in any material respect by CONTRACTOR of any provisions contained in this paragraph (including, without limitation, any citation of CONTRACTOR for failure to comply with any valid law, ordinance, regulation or rule) which adversely affects the proper and timely completion or the performance of the Work by CONTRACTOR or affects COMPANY'S operations, shall afford COMPANY the right, in addition to all other remedies, to invoke the termination provisions hereof.

6.14 For any Work performed or furnished in Louisiana, in all cases where CONTRACTOR'S employees (including CONTRACTOR'S direct, borrowed, special or statutory employees) are covered by the Louisiana Worker's Compensation act, La., R.S. 23:1021 et seq., COMPANY and CONTRACTOR agree that all Work and operations performed by CONTRACTOR and its employees pursuant to this Agreement are an integral part of and are essential to the ability of COMPANY to generate COMPANY'S goods, products and services. Furthermore, COMPANY and CONTRACTOR agree that COMPANY is a statutory employer of CONTRACTOR'S employees for purposes of La. R.S. 23:1061(A)(3). Notwithstanding COMPANY'S status as a statutory employer or special employer (as defined in La. R.S. 23:1031 (C) of CONTRACTOR'S employees, CONTRACTOR shall remain primarily responsible for the payment of Louisiana Worker's Compensation benefits to its employees, and shall not be entitled to seek contribution for any such payments from COMPANY.

7.0 INDEMNIFICATION

7.1 CONTRACTOR agrees to release, protect, indemnify and hold harmless COMPANY, its parent, subsidiaries, and affiliates, and its and their respective directors, officers, agents and employees (collectively, "COMPANY Indemnitees"), from all damages (including punitive damages), losses, costs, liabilities, penalties, expenses, demands or claims, including but not limited to those arising from personal injury, violation of any laws including EHS Laws, release of any Hazardous Materials or any other type of claim (whether arising in tort, contract, or otherwise), and including any and all costs and fees (including attorneys' fees) arising out of litigation or settlement, (collectively, "Losses"), including Losses described in the remainder of this Section **7.0**, to the extent the Losses are caused by, arise from or relate to, directly or indirectly, the acts or omissions of CONTRACTOR and/or its affiliates, or each of their respective agents, employees (including leased employees) or subcontractors. If such Losses were also caused in part by the acts or omissions of any COMPANY Indemnitee or any third party (that is not one of the CONTRACTOR Indemnitees), then CONTRACTOR shall only be liable to the extent and for such portion that such Losses were caused by, arise from or relate to, directly or indirectly, the acts or omissions of CONTRACTOR and/or its affiliates or each of their respective agents, employees or subcontractors. CONTRACTOR further agrees that it shall pay any and all costs and expenses (including attorney's fees) incurred by COMPANY in recovering the amount of agreed

settlement and/or rendered judgment due to COMPANY from CONTRACTOR'S insurer.

7.2 COMPANY agrees to release, protect, indemnify and hold harmless CONTRACTOR, its affiliates, and its and their respective directors, officers, agents and employees (collectively, "CONTRACTOR Indemnitees"), from every kind or character of Losses, to the extent the Losses are caused by, arise from or relate to, directly or indirectly, the acts or omissions of COMPANY, its agents or employees. If such Losses were also caused in part by the acts or omissions of a CONTRACTOR Indemnitee or any third party (that is not one of the COMPANY Indemnitees), then COMPANY shall only be liable to the extent and for such portion that such Losses were caused by, arise from or relate to, directly or indirectly, the acts or omissions of COMPANY, its agents or employees.

7.3 CONTRACTOR shall require each of its subcontractors engaged for performance of the Work to provide express indemnities, enforceable by and for the benefit of the COMPANY Indemnitees, to the same extent required of CONTRACTOR under Section **7.1** above.

7.4 The Parties agree that, to the extent permitted by applicable law, this Section **7.0** shall constitute an effective waiver of any cap(s) established by statute or case law which may limit the indemnified party's recovery, but for this Agreement; provided, however, such a waiver is not intended to benefit any third parties and is not a waiver of any rights or defenses either party hereto may have against a third party.

7.5 CONTRACTOR shall release, protect, indemnify and hold harmless the COMPANY Indemnitees from and against any claim, damage, liability, loss or expense (including costs for defense, settlement, conciliation, and attorney's fees) for which COMPANY may become responsible or pay out, to the extent resulting from any act or omission by CONTRACTOR or any of its subcontractors in the performance of the Work, under the Resource Conservation and Recovery Act (RCRA) and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as the same may be amended from time to time, or any similar state statutes, regulations or requirements related to the transportation, treatment, storage or disposal of the Waste covered under this Agreement or out of CONTRACTOR'S failure to comply with any warranty contained in this Agreement.

8.0 INSURANCE

8.1 CONTRACTOR agrees to carry and maintain the following insurance, from carriers with an A.M. Best rating of at least A-/VIII:

8.1.1 Statutory Coverage Workers' Compensation Insurance (including Occupational Disease Coverage) in accordance with the laws of the states where the Work is to be performed and if CONTRACTOR performs Work on or adjacent to navigable waterways CONTRACTOR shall furnish a certificate of insurance showing compliance with the provisions of the Federal Longshoremen's and Harbor Workers' Compensation Law and the Jones Act.

8.1.2 Employer's Liability Insurance with limits of not less than **$1,000,000** per occurrence and **$1,000,000** per disease/each employee.

8.1.3 Commercial General Liability Insurance insuring the indemnity agreements set forth in this Agreement with a combined single limit of not less than **$2,000,000** per occurrence and **$2,000,000** in the aggregate. All policies shall remove any exclusion for explosion, collapse and underground operations (XCU) and include coverage for blanket contractual liability assumed hereunder.

8.1.4 Comprehensive Automobile Liability Insurance covering liability arising out of any auto (owned, hired and non-owned); with a combined single limit of not less than **$1,000,000**. If necessary, the policy shall be endorsed to provide contractual liability coverage. In the event the Work includes transporting Hazardous Waste, with limits of not less than **$1,000,000** and which will include an endorsement to auto liability insurance for upsets or overturns (MCS-90 endorsement).

8.1.5 Umbrella Insurance may be used to satisfy the limit requirements for Employer's Liability Insurance, Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance set out above. Such umbrella policy shall follow the form of those primary coverages, be in excess of those underlying policies without gaps in limits and provide coverage as broad as the underlying policies.

8.1.6 Hull and Machinery Insurance if the Work includes the use of a marine vessel, with full market replacement value of the vessel and including coverage for the removal of the wreck; Protection and Indemnity Insurance including marine pollution coverage with a minimum limit of **$5,000,000** per occurrence; Marine Towers Liability Insurance if the Work includes towing of any vessel; Marine Cargo Insurance if the Work includes transporting goods or materials on waterways, with limits sufficient to cover the replacement cost thereof (including the cost of insurance and freight).

8.1.7 Pollution Liability Insurance, in the event the Work includes excavation where there is a known potential for release of Hazardous Materials and/ or treatment or remediation of Hazardous Material(s), coverage of not less than **$1,000,000** per occurrence and in the aggregate.

8.1.8 Pollution Legal Liability Insurance with limits of not less than **$5,000,000** per occurrence and **$10,000,000** in the aggregate annually covering all liabilities that arise from the operations of CONTRACTOR. Such insurance shall apply to bodily injury, including death; loss or damage to property, including loss of use of damaged property or of property that has not been physically injured; cleanup and monitoring costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

8.2 As additional security for COMPANY and the separate obligation of CONTRACTOR not in conjunction with any other provisions of this Agreement, all insurance policies carried by CONTRACTOR hereunder (except under subsection **8.1.1** and 8.2 shall name the COMPANY, Kinder Morgan Energy Partners, L.P. and its subsidiary and affiliated companies and entities (including any such entity issuing a Work Directive), and their respective directors, officers, agents and employees as additional insureds with respect to liability arising out of the Work performed by CONTRACTOR or subcontractor, as applicable.

8.3 Also as additional security for COMPANY and the separate obligation of CONTRACTOR not in conjunction with any other provisions of this Agreement, all insurance policies of CONTRACTOR shall include waiver of subrogation against COMPANY Kinder Morgan Energy Partners, L.P. and its subsidiary and affiliated companies and entities (including any such entity issuing a Work Directive), their respective successors and assigns, and their respective directors, officers, agents and employees.

8.4 Before commencing any performance under this Agreement, CONTRACTOR shall furnish COMPANY with certificates of insurance evidencing insurance coverage and provisions provided for in this Agreement as set forth in Exhibit **G**, Kinder Morgan Certificate of Insurance form. Failure of CONTRACTOR to furnish such evidence of insurance coverage shall not be considered a waiver by COMPANY of such coverage. All

insurance certificates shall include the following statement and Agreement reference No. **23244:**

"**KM Liquids Terminals LLC,** Kinder Morgan Energy Partners, L.P. and each of their respective affiliated or subsidiary companies and entities (including any such entity issuing a Work Directive), and their respective directors, officers, agents and employees are named as additional insured on all above policies (except Worker's Compensation and Professional Liability) and waiver of subrogation in favor of **KM Liquids Terminals LLC,** Kinder Morgan Energy Partners, L.P., and each their respective affiliated or subsidiary companies and entities (including any such entity issuing a Work Directive), and their respective directors, officers, agents and employees applies as required by written contract. **Agreement No. 23244.**"

8.5 The insurance coverages required of CONTRACTOR shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to or maintained by or for the benefit of COMPANY, and shall not require the exhaustion of any other coverage.

8.6 All insurance policies shall provide that the insurance carrier will notify the COMPANY no less than thirty (30) days prior to the termination, cancellation or material change of any policy.

8.7 CONTRACTOR shall promptly notify COMPANY when any insurance policy required above is not reasonably available and shall state the reasons therefore.

8.8 All deductibles, self insured retentions and self insurance carried by the CONTRACTOR under its insurance program are the sole responsibility of the CONTRACTOR and will not be borne in any way by the COMPANY. The CONTRACTOR will indemnify the COMPANY Indemnitees in full for any amounts related to such deductibles, retentions and self insurance.

8.9 In the event of the CONTRACTOR'S failure to carry out any of the provisions of this Section **8.0**, the COMPANY shall, in addition to any right to recover damages or to obtain other relief, have the right to terminate this Agreement or any Work Directive issued pursuant hereto.

8.10 All subcontractor policies shall be endorsed with the waiver of subrogation and additional insured wording set forth in Section **8.4** above. Any deficiency in the coverage, policy limits, or endorsements of said subcontractors will be the sole responsibility of CONTRACTOR.

9.0 SAFETY AND ENVIRONMENTAL REQUIREMENTS

9.1 CONTRACTOR shall comply with all applicable federal, provincial, state and local laws, ordinances, codes, local and national standards and regulations, including the EHS Laws. CONTRACTOR agrees to provide all necessary training, safety equipment and safety instruction, including a written safety plan, necessary for the safety of its employees, the COMPANY'S invitees, employees, representatives and subcontractors, if any, and all other individuals who may be at the Work location pursuant to the requirements, invitation or permission of CONTRACTOR or COMPANY.

9.2 CONTRACTOR shall be proactive, prudent and take all necessary precautions toward all safety issues and shall actively promote working conditions and Work practices which will ensure all workers a safe and healthful work environment. This Agreement shall be governed by the provisions, as the same may be amended from time to time, of the U.S. Occupational Health and Safety Act (OSHA) of 1970 and other EHS Laws, and by regulations imposed by any federal, state or local authority having jurisdiction therefore.

CONTRACTOR shall access COMPANY'S Contractor Safety Manual and supplemental forms at: http://www.kindermorgan.com/work/contractor_co/safety_req.cfm prior to execution of any Work Directive and the commencement of any Work. If CONTRACTOR cannot access the Safety Manual, CONTRACTOR shall contact EH&S prior to execution of any Work Directive and the commencement of any Work. CONTRACTOR further agrees to access the Safety Manual no less frequently than every six (6) months during the term of this Agreement to check for updates to the Manual throughout the term hereof. CONTRACTOR shall cause copies of the Safety Manual to be available for its employees on the Job Site throughout the course of any Work being performed, and require said employees to comply with said Safety Manual at all times when they are performing work on COMPANY premises. CONTRACTOR can request copies of the Kinder Morgan Contractor Safety Pre-Job Orientation Program materials by emailing the KM Contractor Safety Group at: contractor_safety@kindermorgan.com.

9.3 CONTRACTOR will take all necessary precautions to protect personnel and property from injuries or damage due to falls, fumes, fire, explosion or other hazards presented by the Work. It shall be CONTRACTOR'S responsibility to contact, and instruct its employees, subcontractors and agents to contact, COMPANY'S Designated Representative, prior to commencing any Work, regarding safety policies and procedures and potential hazards or Hazardous Materials in the Work areas, whether or not such hazards are addressed by federal, provincial, state or local law or regulations.

9.4 COMPANY may, at its option, suspend the Work for a full safety inspection and correction at any time if the Designated Representative (1) discovers a safety violation, (2) sees the possibility of a dangerous condition in any Work area, or (3) notices a pattern by CONTRACTOR or any subcontractor of disregard for maintaining a safe jobsite. If CONTRACTOR has one major or two or more minor safety violations, then such violations shall be grounds for immediate termination of this Agreement and/or Work Directive and/or COMPANY may eject CONTRACTOR'S personnel and CONTRACTOR'S subcontractor(s) and their personnel from COMPANY'S premises or jobsite.

9.5 COMPANY will make available to CONTRACTOR all information in its possession regarding the Waste, including its chemical analysis or other relevant information, that would assist CONTRACTOR in properly evaluating the nature and character of the Waste and the Work to be performed; provided, however, that COMPANY does not warrant the accuracy or completeness of the information provided. COMPANY shall be responsible for any environmental condition existing at the Work site prior to the time CONTRACTOR commences performance under this Agreement. However, CONTRACTOR shall remedy at its sole expense any creation or release of Waste or a Hazardous Material at or from the Work site to the extent that such creation or release is the result of CONTRACTOR'S performance of Work, whether such Waste or Hazardous Material existed on the site prior to the performance of the Work. CONTRACTOR shall indemnify and hold COMPANY Indemnitees harmless from and against all liability, loss, cost, damage and expense (including attorney's fees) arising from or in connection with (a) such release or creation of Waste or Hazardous Materials, or (b) CONTRACTOR'S violation of EHS Laws or any applicable permit, in the course of CONTRACTOR'S performance of the Work. "Hazardous Material(s)" means and includes: (i) all elements or compounds that are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency or under any EHS Laws, and (ii) any "hazardous waste," "hazardous substance", "toxic substance," "regulated substance," "pollutant" "contaminant", "oil" or "petroleum", each as defined under any EHS Laws. "EHS Laws" means any and all U.S. federal, state, and local laws, regulations, permits, approvals and requirements pertaining to health, safety, or the environment.

9.6 In performing the Work CONTRACTOR agrees to maintain all COMPANY premises in a clean, safe condition in compliance with applicable regulations and to COMPANY'S

reasonable satisfaction. If CONTRACTOR fails to so maintain any COMPANY premises, COMPANY may secure such maintenance from another source at CONTRACTOR'S expense without affecting CONTRACTOR'S obligations or responsibility to perform hereunder.

9.7 CONTRACTOR shall remove all Hazardous Materials, Waste, unused material belonging to CONTRACTOR, rubbish, releases, spills, oil sludge, trash, debris or excavations and structures (not necessary to be left as part of the completed Work) from COMPANY premises or other areas where work has been performed, or where such material has accumulated, unless COMPANY elects to retain such matter. CONTRACTOR warrants and guarantees that the sludge, spills, releases, trash, debris or other Waste will be disposed of in accordance with all federal, state and other governmental laws, rules and regulations, environmental or otherwise.

9.8 CONTRACTOR warrants that:

9.8.1 It shall report usage of all toxic chemicals in the performance of the Work.

9.8.2 It will obtain Manufacturers Safety Data Sheets ("MSDS") for all Hazardous Materials or substances utilized hereunder and will make same available at all times to COMPANY, CONTRACTOR and subcontractor employees at any Work location hereunder.

9.8.3 It is knowledgeable about current, existing, known Hazardous Materials, Waste, or substances at any jobsite where the Work is performed and shall be solely responsible to solidify, remove, remediate, encapsulate, treat, neutralize, transport and complete the required record keeping or documentation to take these same Hazardous Materials, wastes or substances away from those jobsites, to treatment and disposal sites approved by COMPANY and approved by the federal, provincial, state or local authorities having jurisdiction over the treatment, disposition and control of these products and to the complete satisfaction of these authorities.

9.8.4 It has the knowledge, trained personnel, skills, equipment, experience and any other qualification needed to comply fully with this Section **9.0** as defined by the authorities having jurisdiction therefore, or will hire individual(s) or subcontractors which have same, at no additional cost to COMPANY.

9.8.5 It will immediately notify COMPANY in the event that it encounters Hazardous Material(s) during the course of its Work which were not known or disclosed at the time of commencement of this Agreement.

9.8.6 It understands the known hazards and risks to human beings, property, and the environment associated with the handling, transporting, treating, processing, storing and disposing of Waste.

9.8.7 It is engaged in the business of transporting and disposing of Waste, has the highest level of professional skill, competence and expertise in these areas, and shall perform the Work in compliance with all EHS Laws using its best professional judgment and in a manner consistent with the level of care and skill ordinarily exercised by comparable members of the profession currently practicing under similar conditions in the community.

9.8.8 It shall have all permits, licenses, certificates and any other necessary approvals for performing the Work as required by applicable laws, statutes, ordinances, orders, rules, regulations and guidance of the federal, provincial, state and local

governments having jurisdiction over the Work and such equipment and facilities used for the transporting, treatment and disposal of the Waste.

9.8.9 It shall be responsible for and shall deliver to COMPANY all shipping papers, manifests and labels with each shipment of Waste in accordance with all applicable requirements of the United States Department of Transportation (DOT) and the United States Environmental Protection Agency (EPA) under the Toxic Substances Control Act (TSCA), the Resources Conversation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, and all other EHS Laws.

9.8.10 The Work shall be free from defects in workmanship and shall conform in all aspects to the terms of the Contract Documents, applicable laws, and the approved practices and standards of the industry.

9.9 If CONTRACTOR'S Work includes activity for which a one-call telephone call must be made prior to commencement of such activity and CONTRACTOR fails to make the required call(s), which failure becomes known to COMPANY prior to payment of CONTRACTOR'S final invoice, then COMPANY may take a credit against such final invoice according to the following schedule: one (1) failure to call equals five hundred dollars ($500); two (2) failures to call equals one thousand dollars ($1,000); three failures to call equals ($5,000); more than three failures to call equals ten thousand dollars ($10,000).

10.0 CALIFORNIA RELEASE NOTIFICATION REQUIREMENTS

In the event any of the Work is to be performed by CONTRACTOR or its permitted subcontractors in the State of California then the following provisions in this Section **10.0** shall apply with respect to such Work:

10.1 CONTRACTOR shall ensure that its employees, agents, and subcontractors' employees engaged in CONTRACTOR'S activities in the performance of the Work:

10.1.1 Are notified, and when required, as determined by COMPANY, trained and instructed by COMPANY, either directly or through a train-the-trainer program instituted by COMPANY, concerning the order of actions to be taken upon discovery of a release or threatened release condition of a Hazardous Material or pollutant substance; and

10.1.2 Understand that no Work or visit shall be undertaken to any COMPANY right-of-way or facility where there is no COMPANY representative onsite and readily accessible (a "Non-Company Onsite Situation"), unless the training referred to in subsection **10.1.1** above has occurred for CONTRACTOR'S employees, agents and subcontractors' employees who will be performing at such a site.

10.2 COMPANY has determined that CONTRACTOR:

☒ Will be working in a Non-Company Onsite Situation and MUST complete the training.

☒ Will be working in a Company Onsite Situation and MUST ensure that its employees, agents and subcontractors' employees have been notified accordingly, and if deemed necessary by COMPANY, CONTRACTOR will assure that prior to performing any Work CONTRACTOR'S employees, agents and subcontractors' employees will be trained relative to COMPANY'S revised release reporting criteria.

11.0 DRUG AND ALCOHOL POLICY AND TESTING REQUIREMENTS; FIREARMS POLICY; OPERATOR QUALIFICATION REQUIREMENTS FOR COVERED TASKS

Per COMPANY'S determination, the Work does or does not include DOT Jurisdictional Work as follows:

☐ YES ☒ NO If YES Section **11.1** and Section **11.3** apply.

If NO above Section 11.3 below applies (including 11.2 as indicated by the language).

In the event neither the "yes" nor "no" box is checked, then Section 11.3 (including 11.2 as indicated by the language) shall be deemed to apply, and Contractor shall not undertake any DOT jurisdictional work unless and until CONTRACTOR satisfies Section 11.1.

11.1 Drug/Alcohol/Operator Qualification Program and Testing – DOT Situations:

CONTRACTOR represents and warrants that it has established, maintains, and enforces both a Drug and Alcohol Program and an Operator Qualification Program per requirements as outlined in Exhibit C.

11.2 COMPANY Policy Regarding Drugs/Alcohol/Weapons in Non-DOT Situations:

11.2.1 CONTRACTOR agrees to advise its employees/provided personnel and the employees/provided personnel of its subcontractors and agents that it is the policy of COMPANY that:

11.2.1.1 The use, possession, manufacture, and/or distribution of illegal drugs or controlled substances, unauthorized drugs, drug-related paraphernalia or weapons is strictly prohibited on property owned, operated or leased by COMPANY (including right-of-way) and on any Job Site. The use or possession of alcoholic beverages, except where authorized by COMPANY'S management, is also prohibited;

11.2.1.2 Entry onto or presence on COMPANY'S premises by any person, including CONTRACTOR, CONTRACTOR'S employees, subcontractors, subcontractors' employees, contract personnel, temporary employees and visitors, constitutes consent to COMPANY to conduct searches, whether announced or unannounced, on COMPANY'S premises of the person and his or her personal effects for such prohibited items, and consent to drug testing at any time while on COMPANY'S premises;

11.2.1.3 Any person suspected or found in violation of the policy, abusing prescription or over-the-counter medications, or who refuses to permit a search or drug or alcohol test may be

removed and barred from COMPANY'S premises, at the sole discretion of COMPANY; and

11.2.1.4 CONTRACTOR personnel, who test positive for illegal drugs or unauthorized alcohol as a result of a test conducted on COMPANY premises, or upon request of COMPANY, will be removed from any further performance or services under this Agreement.

11.2.2 CONTRACTOR is now and at all times during performance of this Agreement shall continue to be a member of ISNetworld or any similar organization which is successor thereto for COMPANY'S purposes, as notified by COMPANY to CONTRACTOR;

11.2.3 CONTRACTOR has and during the performance of this Agreement shall continue to report full, complete and accurate information to ISNetworld concerning CONTRACTOR'S employees;

11.3 COMPANY Policy Regarding Drugs/Alcohol/Weapons in Non-DOT jurisdiction situations requiring Pre-Employment, Accident and Random Testing.

11.3.1 In addition to the notification and other requirements contained in Section **11.2** above, CONTRACTOR shall:

11.3.1.1 At CONTRACTOR'S cost, test his employees/provided personnel utilized in performance of the Work for drug and alcohol (D/A) impairment under the following conditions:

(i) Pre-Employment Testing:

CONTRACTOR shall conduct pre-employment D/A testing of all employees/provided personnel who will be required to work on property owned, operated or leased by COMPANY or any Jobsite. A negative test result is required for each of CONTRACTOR'S employees or provided personnel prior to commencing Work.

(ii) Post-Accident Testing:

(A) Employees/Provided Personnel Subject to Post-Accident Testing:

An employee/provided personnel whom COMPANY or CONTRACTOR reasonably believes may have contributed to an accident on the Jobsite or while engaged in the performance of Work may be required to undergo D/A impairment testing as determined by the COMPANY. Such a test will be conducted at CONTRACTOR'S cost as soon as practicable after the accident, but for drugs not later than thirty-two (32) hours after the accident and for alcohol not later than eight (8) hours after the accident. CONTRACTOR will make reasonable attempts to obtain a sample from an employee/provided personnel following an Accident (as defined below), but any injury should be treated first.

(B) **Accident** is defined as an unplanned, undesired event, resulting in injury and/or damaging to property and/or process interruption.

(C) Obligations of Employee/Provided Personnel Subject to Post-Accident Testing:

(a) CONTRACTOR (or subcontractor, as the case may be) shall require the employee/provided personnel who is subject to post-accident testing to remain readily available for such testing and caution him/her not take any action which could interfere with the testing or the results of testing.

(iii) Notify CONTRACTOR'S and subcontractors' employees/provided personnel that random testing will occur under the following conditions:

(A) All CONTRACTOR (and subcontractor, as the case may be) employees/provided personnel working on property owned, operated or leased by COMPANY (including right-of-way) or any Jobsite shall be subject to unannounced and random drug and alcohol testing by CONTRACTOR at CONTRACTOR'S expense. The primary purposes of unannounced random testing are to deter illegal D/A use which may affect work performance or safety, and to ensure a D/A free workforce. Random D/A testing shall be conducted each year during the term of this Agreement, at a minimum twenty-five percent (25%) of the employee/provided personnel engaged in the Work. CONTRACTOR shall exercise reasonable efforts to make random testing selections spread reasonably over a twelve (12) month period.

(B) Random tests will only be administered just before, during, or shortly after a CONTRACTOR'S (or subcontractor's) employee's/provided personnel's Work time;

(C) CONTRACTOR (and subcontractor) employees/provided personnel engaged in the Work must remain in the random selection pool at all times, regardless of whether or not they have been previously selected for testing.

(D) CONTRACTOR (and subcontractor) employees/provided personnel shall be selected for testing by using a computer-based random number generator;

(E) No advance warning will be given to employees/provided personnel regarding the dates and times of random testing.

(iv) Testing Upon Reasonable Suspicion

If in the course of CONTRACTOR'S performance of the Work on COMPANY premises, COMPANY has reasonable suspicion based upon objective observation (or report by a non-COMPANY objective observer) that CONTRACTOR (or subcontractor) personnel has violated the policy, COMPANY may require such person(s) to undergo testing. If a person who is CONTRACTOR'S (or subcontractor's) personnel is reasonably suspected to be in violation of the policy and does test positively, the expense of the test shall be borne by CONTRACTOR.

11.3.2 Any person reasonably suspected or found in violation of the policy (by positive test result or otherwise) or who refuses to permit a search or drug or alcohol test may be removed and barred from COMPANY'S premises (owned, operated or leased) or Jobsite, at the sole discretion of COMPANY. CONTRACTOR shall advise its employees/provided personnel and subcontractors' employees/provided personnel concerning this provision.

11.3.3 CONTRACTOR and subcontractor personnel (whether employees, leased employees, temporary employees, or contract workers) who test positive for illegal drugs or unauthorized alcohol, will be removed from any further performance of services under this Agreement; provided that if such personnel has self-reported to his employer as requiring drug or alcohol treatment and successfully completes that treatment, (s)he may become eligible for readmittance to COMPANY'S premises after (s)he submits proof to CONTRACTOR of attendance and successful completion of a substance abuse program recognized by CONTRACTOR as adequate, and CONTRACTOR certifies to COMPANY that CONTRACTOR has received the same along with a negative return-to-work test result. An individual whose test specimen is "cancelled without medical explanation" shall be required to undergo a re-test under direct supervision.

11.4 Operator Qualifications

COMPANY has determined that the Work does or does not include the performance of "Covered Task(s)" (as defined in Kinder Morgan's Operator Qualification Plan) as follows:

☐ YES Section **11.4** applies.

☒ NO Section **11.4** does not apply.

In the event neither box is checked then Section 11.4 shall be deemed to apply.

11.4.1 With respect to Work to which operator qualifications requirements apply, CONTRACTOR warrants and covenants to COMPANY as follows, and shall cause its subcontractors performing Work hereunder to which operator qualifications requirements apply to warrant and covenant to CONTRACTOR as follows, with respect to their respective workers (whether they be permanent or temporary employees, or contracted/leased workers):

11.4.1.1 All of the workers utilized on COMPANY premises in the performance of Work under this Agreement to which operator qualifications requirements as set forth in Exhibit C hereto (the "Operator Qualifications Requirements") apply (whether such workers be permanent or temporary employees, or contracted/leased workers) shall be in compliance with said Operator Qualifications Requirements at all times when performing such Work; and

11.4.1.2 For five (5) years following completion or termination of the Work and for so long thereafter as there may remain any unresolved questions or disputes regarding any aspect of operator qualifications as pertains to the Work, CONTRACTOR shall provide and retain in ISNetworld copies of its subcontractors' records regarding compliance by subcontractors' applicable workers with said Operator Qualifications Requirements during the performance of the Work.

11.4.2 During the performance of the Work and for five (5) years following completion or termination of the Work in accordance with this Agreement and for so long thereafter as there may remain any unresolved questions or disputes regarding any aspect of operator qualifications, COMPANY shall have the right to audit CONTRACTOR'S personnel records (and its subcontractors' records, as retained per paragraph **11.4.1.2** above) concerning compliance with said Operator Qualifications Requirements in connection with the Work.

11.5 In addition to the provisions of Section **12.0** below (Right to Audit), COMPANY reserves the right to audit CONTRACTOR'S compliance with this Section **11.0** at any time during the term of this Agreement.

12.0 ASSIGNMENT, TERMINATION AND RIGHT TO AUDIT

12.1 This Agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto, but CONTRACTOR, due to CONTRACTOR'S qualifications and experience, shall not assign CONTRACTOR'S rights or obligations or pledge as security any sum that may accrue to CONTRACTOR hereunder without the prior written consent of COMPANY. Any such assignment or pledge without COMPANY'S prior written consent shall, at COMPANY'S election, be considered null and void or result in the immediate termination of this Agreement and all or part of the Work being performed hereunder. Notwithstanding such termination, CONTRACTOR shall be liable for all additional costs incurred by COMPANY resulting from such termination and in completing the Work.

12.2 CONTRACTOR shall not sublet or subcontract any Work to be performed except as authorized in writing by COMPANY. CONTRACTOR further agrees to require that its authorized subcontractors accept and comply with all terms of this Agreement.

12.3 Termination

12.3.1 For Convenience

COMPANY may terminate for its convenience this Agreement or any Work Directive in whole or in part for any reason at any time upon ten (10) days written notice to CONTRACTOR.

12.3.2 For Default

COMPANY may terminate this Agreement or any Work Directive in whole or in part for default by CONTRACTOR in its contractual obligations hereunder by giving ten (10) days prior written notice to CONTRACTOR; provided, however, that termination pursuant to Section **9.4** shall not require such ten-day notice. Without limiting the generality of the foregoing sentence, CONTRACTOR shall be deemed to be in default hereunder if CONTRACTOR (a) persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; (b) consistently fails to achieve any milestones set out in any given Work Directive; (c) fails to make prompt payment to subcontractors or materialmen for materials or labor; (d) violates any law, ordinance, rule regulation

or order of any public authority having jurisdiction; (e) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and (i) this Agreement is not assumed or rejected within thirty (30) days of commencement of any such proceeding, or (ii) such proceeding or petition results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for CONTRACTOR'S winding up or liquidation which judgment is not dismissed, discharged, stayed or restrained within thirty (30) days after commencement of the action, and this Agreement is not assumed or rejected within such thirty (30) day period; (f) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (g) becomes insolvent or is generally unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (h) has a secured party take possession of all or substantially all of its assets or has a distress, execution, attachment, sequestration or other legal process levied or enforced against all or substantially all of its assets and such secured party maintains possession, and any such process is not dismissed, discharged, stayed or restrained; (i) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for all or substantially all of its assets; (j) otherwise seeks protection from creditors; (k) fails to obtain and maintain insurance as required hereunder or fails to observe the insurance provisions hereof; (l) fails to remedy a default or potential default (which would occur through lapse of time) under the terms governing any security provided by Contractor pursuant to Section **20.0** hereof or (m) is in breach or default in any material respect of any other duty, obligation, representation or term set forth in the Contract Documents.

12.4 Upon termination for convenience under subsection **12.3.1**, COMPANY will pay CONTRACTOR'S costs properly allocable and directly relating to the termination, together with reasonable profit for the portions of the Work performed prior to termination, but in no case shall COMPANY be liable for payment to CONTRACTOR for unrealized costs or anticipated profits hereunder. COMPANY shall be entitled to deduct any costs or expenses owed to COMPANY by CONTRACTOR against any sums due to CONTRACTOR as a result of COMPANY terminating this Agreement. CONTRACTOR shall provide COMPANY with an itemized invoice for said termination costs allowed hereunder along with supporting documentation within thirty (30) days from the date of termination; otherwise, said termination costs shall be deemed waived by CONTRACTOR.

12.5 Upon termination for default under subsection **12.3.2**, COMPANY may take over the Work and prosecute the same to completion and may utilize any other remedies available at law or equity. In addition to any such remedies, CONTRACTOR shall be liable to COMPANY for all additional costs and expenses incurred by COMPANY to complete the Work, including any damages for delay in completing the Work, and for any damages or injury of any type or kind caused by CONTRACTOR'S failure to fulfill its obligations to complete the Work or fulfill its obligations hereunder.

12.6 Upon receipt of COMPANY'S notice to terminate, CONTRACTOR shall, unless the notice directs otherwise, immediately cease Work and if so directed make every reasonable effort to secure cancellation of all existing orders or contracts upon terms and conditions satisfactory to COMPANY and transfer to COMPANY all data, specifications, reports, estimates, summaries and other materials and information supplied by COMPANY or obtained by CONTRACTOR in performing hereunder. In addition, CONTRACTOR will take any action that may be necessary, or required by the COMPANY, for the protection, treatment and preservation or disposal, as directed by COMPANY, of the property related to this Agreement that is in the possession of the CONTRACTOR and which COMPANY has or may acquire an interest. The parties agree that "reasonable effort", as a minimum,

shall be that CONTRACTOR has explicitly contacted each and every supplier for which outstanding orders and/or contracts exist in connection with the Agreement, and has attempted to cancel every such order and/or contract upon terms and conditions reasonably satisfactory to COMPANY.

12.7 Throughout the term of this Agreement and for a period of five (5) years following the completion or termination of this Agreement and for so long thereafter as there may remain any unresolved questions or disputes regarding any item: (a) COMPANY shall, at all reasonable times and upon prior notice to CONTRACTOR, have access to all CONTRACTOR'S, subcontractors', and vendors' personnel, books, records, correspondence, instructions, plans, equipment maintenance records, drawings, receipts, vouchers, financial accounts and memoranda of every description pertaining to the Work for the purpose of auditing and verifying costs of the Work, CONTRACTOR'S compliance with applicable laws, CONTRACTOR'S safety performance under this Agreement or for any other reasonable purpose; (b) COMPANY shall have the right to reproduce any of the aforesaid documents; (c) in the event that any audit reveals an error or discrepancy of any nature whatsoever, such error or discrepancy will be corrected promptly, and any moneys owing and due either COMPANY or CONTRACTOR will be paid promptly by the other party; and (d) CONTRACTOR shall not charge for any costs incurred by assisting COMPANY with audits performed pursuant to this Agreement.

12.8 Neither CONTRACTOR nor COMPANY shall be liable to the other for indirect, special, exemplary, consequential or punitive damages, EXCEPT (i) arising out of breach of the confidentiality provisions under this Agreement, (ii) resulting from gross negligence or willful misconduct, or (iii) except as otherwise provided herein.

13.0 DELAYS; REMEDIES AND DISPUTE RESOLUTION

13.1 Force Majeure

13.1.1 "Force Majeure", as used herein, shall mean acts of God, acts of public enemies, fire, war or civil disturbance, insurrection, blockades, strikes, riots, epidemics, landslides, lightning, hurricanes, earthquakes, floods and/or washouts, explosions, commandeering of raw materials or products or plants or facilities by a government, labor disputes involving a general stoppage of work on the job, rules, regulations, orders or acts of governmental authority, loss or shortage of transportation facilities due solely to an event described in this Section **13.1.1**, inability with reasonable diligence to obtain materials due solely to the effect of an event described in this Section **13.1.1**, and in each case not involving the fault or negligence of COMPANY or CONTRACTOR.

13.1.2 It is agreed that in the event either party is rendered unable wholly or in part by Force Majeure to carry out its obligations hereunder, then such party shall give notice of the full particulars of such Force Majeure event in writing to the other party as soon as practicable after the occurrence of the cause relied on. The obligation of the party giving such notice, so far and only insofar as affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall be remedied with all reasonable dispatch. This obligation to remedy shall not require the settlement of labor matters when such course is inadvisable in the judgment of the party claiming same as a Force Majeure. Neither party shall be entitled to any additional compensation for delays resulting from a Force Majeure event.

13.1.3 Time is of the essence for performance hereunder. A delay shall be deemed excusable if the delay is a COMPANY-directed schedule delay. Delays due to subcontractors, suppliers or transporters of CONTRACTOR-furnished material, shall not be deemed excusable unless such delay is due to Force Majeure. The

party claiming a Force Majeure event shall have the burden of proof with respect to demonstrating that such delay in fact constitutes a Force Majeure event.

13.2 Remedies and Dispute Resolution

13.2.1 This Agreement and any Work Directives associated herewith shall be deemed to have been made and accepted in Harris County, Texas, and the laws of Texas (without giving effect to Texas' choice of law rules) shall govern any interpretations or constructions of this Agreement. Any dispute between COMPANY and CONTRACTOR arising from or related to this Agreement shall be resolved first through discussions among upper management of the parties, and if the dispute cannot be resolved within forty-five (45) days from the date the matter was first brought by the disputing party to the attention of the other party, then either party may elect to resolve the matter through litigation which shall be brought in any court sitting in Harris County, Texas having jurisdiction thereof. COMPANY and CONTRACTOR each submits to the exclusive jurisdiction of said courts and waives the right to change venue. The costs and expenses of the litigation (including attorney's fees) of the prevailing party will be borne by the other party.

13.2.2 If in COMPANY'S sole reasonable discretion the Work cannot be suspended pending the resolution of a dispute, COMPANY may (a) require that CONTRACTOR continue prosecuting the Work to completion pursuant to the terms and conditions of this Agreement, or (b) take over the Work and itself prosecute the same to completion. If the pending dispute is resolved in COMPANY'S favor, CONTRACTOR shall be liable to COMPANY for any costs and expenses incurred in completion of the Work which are in excess of the amount(s) COMPANY would have paid pursuant to this Agreement.

14.0 CONFIDENTIALITY

It is understood that CONTRACTOR may have access, as determined by COMPANY in its sole discretion, to confidential materials and information ("Confidential Information") of COMPANY, its parent, subsidiaries, or affiliates in order to provide the Work hereunder. Although COMPANY shall endeavor to supply CONTRACTOR with reliable and accurate information, COMPANY does not make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information furnished for the purposes of the Work. COMPANY shall have no liability to CONTRACTOR, nor its directors, officers, employees or advisors to CONTRACTOR, or any of its representatives, arising out of the use of Confidential Information by CONTRACTOR or its representatives. The above provisions of this Section **14.0** shall apply to CONTRACTOR'S parent corporation and all of its subsidiaries and affiliates, if any. It is further understood that CONTRACTOR will utilize the Confidential Information received by it only for the purpose of providing the Work contemplated hereunder and for no other purposes whatsoever, and will not utilize the Confidential Information in any manner which could be adverse to COMPANY'S interests. In no event shall CONTRACTOR divulge any such Confidential Information to any third party without the express prior written consent of COMPANY'S Representative. In the event any Confidential Information is requested or required of CONTRACTOR in the course of legal proceedings, interrogatories, subpoenas, or similar process conducted by a third party, CONTRACTOR shall promptly notify COMPANY of such request or requirement in order that COMPANY may seek appropriate injunctive relief or protective order, or waive CONTRACTOR'S compliance with the provisions hereof.

15.0 TITLE

If CONTRACTOR is required to transport the Waste from the Work site then title to the Waste passes to CONTRACTOR at the time the CONTRACTOR'S vehicle is loaded with the Waste. If instead COMPANY transports the Waste from the Work site to CONTRACTOR'S facility or site

then title to the Waste passes to the CONTRACTOR at the time the Waste is delivered to CONTRACTOR'S facility or site.

16.0 WAIVER

No waiver or failure to act by COMPANY with respect to any of its rights under this Agreement shall be construed as a waiver or relinquishment of that right in any other instance or of COMPANY'S right to assert or to rely on the terms of this Agreement. Any express waiver of a provision of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.

17.0 SEVERABILITY AND SURVIVAL

Each provision of this Agreement is severable. If any provision of this Agreement is determined to be illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision shall not affect (a) the legality, validity or enforceability of the remaining provisions of this Agreement, or (b) the legality, validity or enforceability of that provision in any other jurisdiction; and provided further, the subject provision shall be applied to the fullest extent permitted by applicable law, and Company and Contractor shall revise the provision so as to confirm their mutual intention upon entering this Agreement and yet be legal, valid and enforceable in the applicable jurisdiction. The provisions of Sections **1.0**, **3.0**, **5.0**, **6.0**, **7.0**, **9.0**, **0**, **13.0**, **14.0**, **16.0**, **17.0**, **18.0**, **19.0**, **21.0**, and **22.0** shall survive the termination of this Agreement.

18.0 SERVICES FOR AFFILIATES

The Work to be performed by CONTRACTOR under this Agreement shall be performed, in certain cases, for one or more entities under common control with COMPANY or controlled by the COMPANY or for which the COMPANY serves as an operator of one or more of COMPANY'S affiliates. In the event any such entity requires CONTRACTOR to perform Work under this Agreement, a Work Directive for such Work shall be issued by the entity requiring the Work, substantially in the form shown in Exhibit **A**. Upon execution of said Work Directive, CONTRACTOR shall perform such Work for the executing entity in accordance with the Work Directive and the terms and conditions of this Agreement. By execution of the Work Directive, such entity shall be entitled to all rights and privileges, and liable for all commitments and responsibilities held by COMPANY under this Agreement, as same applies to said Work Directive. Upon execution of said Work Directive, CONTRACTOR'S agreement to insure and indemnify COMPANY pursuant to this Agreement shall extend to both COMPANY and such entity for purposes of said Work Directive. Unless expressly provided in the Work Directive, such entity which executes the Work Directive shall be solely responsible for the liabilities and obligations set forth in this Agreement under which that Work Directive is being issued as the same apply to the Work to be performed pursuant to that Work Directive. All such liabilities and obligations, as they apply to that Work Directive, shall be non-recourse to the direct and indirect parents (or a general partner, as the case may be) and to the affiliates of the entity executing the particular Work Directive.

19.0 LIABILITY OF GENERAL PARTNER (NOT APPLICABLE TO AGREEMENT 23244)

In the case where Kinder Morgan G.P., Inc., a Delaware corporation, or any other Kinder Morgan entity is the general partner of COMPANY, or the entity executing a Work Directive, as the case may be (the "General Partner"), the CONTRACTOR agrees that the General Partner shall not be liable, directly or indirectly, for any of obligations or liabilities of COMPANY (or the entity executing the Work Directive, as the case may be) under this Agreement. All such obligations and liabilities shall be non-recourse to the General Partner and shall not constitute debts or obligations of the General Partner. No judgment, attachment, execution or other writ or process shall be sought, issued, or levied in connection with this Agreement against the General Partner or any of its assets or properties to satisfy any such liabilities or obligations or any judgments rendered in

connection therewith and all such liabilities and obligations shall be satisfied solely from the assets of COMPANY, or the entity executing the Work Directive, as the case may be.

20.0 SECURITY

In the event COMPANY elects to require CONTRACTOR to obtain a Letter of Credit, Performance and/or Labor and Material Bond(s), Parent Guaranty or other instrument or vehicle to provide financial security for the performance and payment obligations of CONTRACTOR under this Agreement or for any particular job or project assigned to CONTRACTOR pursuant to any Work Directive, COMPANY shall notify CONTRACTOR of COMPANY'S election upon execution of this Agreement or in the Work Directive for the particular job or project, and CONTRACTOR shall furnish to COMPANY, at COMPANY'S expense in case of a Bond, within ten (10) days of such notice and prior to commencing the Work, all documentation associated with such CONTRACTOR-provided security, which shall be on terms and in a form satisfactory to COMPANY.

21.0 PUBLIC RELATIONS

CONTRACTOR shall exert all reasonable efforts to maintain good will for the benefit of COMPANY with the landowners and the general public in the course of CONTRACTOR performing the Work. Nothing contained herein shall permit or be deemed to permit use by CONTRACTOR of COMPANY'S name, directly or indirectly, in the form of advertising or in a press release without the prior receipt of COMPANY'S written approval.

22.0 FACSIMILE SIGNATURES/COUNTERPARTS.

This Agreement may be executed in multiple original counterparts, each of which shall be deemed an original, and together they shall constitute one and the same agreement. Signature of this Agreement may be effected by facsimile (with confirmation by transmitting machine) and/or transmitted by portable document format ("pdf") file which shall be treated as an original signature, and any such signature, facsimile, pdf file or copy of this signed Agreement shall be construed and treated as the original and shall be binding as if it were the original.

23.0 ENTIRE AGREEMENT

This Agreement together with the Contract Documents and Work Directive(s) constitutes the entire agreement between COMPANY and CONTRACTOR and supersedes any prior written or oral agreements, or contemporaneous communications with respect to this subject matter. No subsequent amendment to this Agreement between the parties shall be binding on either party unless reduced to writing and signed by an authorized representative of each party. Preparation of the Contract Documents has been a joint effort of the parties and the resulting documents shall not be construed more severely against one of the parties than against the other.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

COMPANY:	**CONTRACTOR:**
KM LIQUIDS TERMINALS LLC	**UNITED STATES INDUSTRIAL**
Linda Harris	
SIGNATURE	SIGNATURE
1/20/2010	1-20-10
DATE	DATE
Linda C. Harris	Thomas P. Bayham
NAME (Please Print)	NAME (Please Print)
Sr. Contracts Administrator	CAO/Secretary
TITLE (Please Print)	TITLE (Please Print)

Agreement Number: 23244

EXHIBIT A – WORK DIRECTIVE

To:	Attention:	Date: Work Directive No.: Agreement No.: 23244
	Phone: **Fax:** **Email:**	Account Coding:

Work Directive Origin: [Specify KM Office or Field Location]

This Work Directive is entered pursuant to the terms of the Agreement for Waster Disposal ("Agreement") dated_____, by and between _____ ("Company") and _____ ("Contractor") By its execution hereof, Contractor agrees to perform for the KM entity named below and executing this Work Directive pursuant to the terms, conditions and provisions of the Agreement, the following described Work [which will additionally describe "Covered Tasks" as provided for under DOT Operator Qualification Requirements,] and shall furnish all services, labor, supervision, technical capability, tools, equipment, transportation, materials, (except as set forth below), and other facilities and items necessary or convenient to complete the following work as further described and specified in the Specifications and/or Drawing(s) attached hereto or the Agreement and by this reference made a part of this Work Directive ("the Work"). If the proposal, quotation or any other Contractor document is included as part of this Work Directive or another exhibit to the Agreement, then any preprinted or standard terms or conditions therein shall be of no force and effect, and further, in the event of any conflict between any of the provisions of the Contractor documents accepted by the KM entity named below as being included as part of this Work Directive and any of the Contract Documents, the provisions of the Contract Documents shall control. The KM entity named below in this Work Directive shall be solely responsible for the liabilities and obligations set forth in the Agreement under which this Work Directive is being issued, as the same apply to the Work to be performed pursuant hereto. All such liabilities and obligations, as they apply to this Work Directive, shall be non-recourse to the Company (if the Company is not the KM Entity executing this Work Directive) and other related entities as further provided for and agreed in the Agreement. Payments made to Contractor under this Work Directive shall include all taxes and similar charges except as otherwise agreed to herein or under the terms of the Agreement. Any capitalized term used in this Work Directive and not otherwise defined herein shall have the meaning as ascribed in the Agreement.

1. Project Name:	Location:
Description of Work:	Full and complete description of the services (and goods) to be provided by Contractor including, but not limited to specifications, conditions and referenced bids/proposals. _____ For Questions, contact _____ at _____ or _____ at _____
2. The Company shall furnish the following materials to the work site(s):	None, unless previously approved by the KM Entity's authorized representative.
3. The Work shall be performed at the following location:	Location where work will be performed, if different from Project Location indicated above.
4. Contractor shall commence the Work by	and shall complete the Work on or before
5. Contractor offers to complete the Work in accordance with the Agreement for the following consideration, which shall constitute full and complete payment therefore:	
(a) ☐ the total Lump Sum Amount	Fixed Price Of _____
(b) ☐ the total Time & Materials Amount	Not To Exceed _____with rates specified in the Schedule of Values (Exhibit _____ to the Agreement)
(c) ☐ in accordance with the Schedule of Values (Exhibit _____ to the Agreement) or	
(d) ☐ For this Work Directive only, the schedule of values/rate sheet dated _____, 20XX, attached hereto as Exhibit ___, shall supersede the Schedule of Values in the Agreement. All other terms and conditions of Agreement and its prior amendments will remain unchanged and in force.	

SELECT WAIVER ACCORDING TO PROJECT'S TOTAL DOLLAR VALUE

☐ Waive 10% Retainage Fee; or ☐ Do not Waive 10% Retainage Fee

6. Contractor shall submit invoices in duplicate to: Attn.: _____ Phone: _____ Fax: _____

7. Contractor hereby certifies that it has downloaded, reviewed and understood the Kinder Morgan Contractor Safety Manual and shall, prior to the commencement of any Work hereunder, make the same available to its employees and subcontractors who will be performing work on premises owned and/or operated by the Kinder Morgan entity named below. If the English language is a communication barrier, Contractor at its expense shall timely convert/translate the Kinder Morgan Contractor Safety Manual accurately into the appropriate language for its employees and subcontractors. Questions concerning the Manual should be directed to the Kinder Morgan Contractor Safety Group at: contractor_safety@kindermorgan.com prior to commencement of any Work.

8. Facsimile Signatures/Counterparts

This Work Directive may be executed in multiple original counterparts, each of which shall be deemed an original, and together they shall constitute one and the same agreement. Signature of this Work Directive may be effected by facsimile (with confirmation by transmitting machine) and/or transmitted by portable document format ("pdf") file which shall be treated as an original signature, and any such signature, facsimile, pdf file or copy of this signed Work Directive shall be construed and treated as the original and shall be binding as if it were the original.

For Work performed within the state of California, the attached Exhibit B must be acknowledged and signed.

Invoices must clearly indicate the Agreement Number, Work Directive Number, and Work Order/ Account Coding, as indicated above.

For Construction Projects, a Certificate of Final Acceptance must be completed, signed by an authorized representative, notarized, and attached to Contractor's final invoice.
By signing below, KM Entity and CONTRACTOR affirm that the individual signing below has the requisite authority to authorize the commitment described herein, and that this Work Directive No. _____ is by reference hereby made part of Agreement No. 23244.

This Work Directive is hereby agreed to and accepted this _____ day of _____ 20___.

Sample

[KM Entity]		**[CONTRACTOR]**	
Signature	Date	Signature	Date
By: _____ Print Name		By: _____ Print Name	
Title: _____ Print Title		Title: _____ Print Title	

CC: Contracts Administration, with all attachments

Please return executed work directive to:
ATTENTION:

List of Attachments:

- ☐ **Exhibit WD_A** - Scope of Work
- ☐ **Exhibit WD_B** – Revised Release Reporting Criteria (**California only**)
- ☐ **Exhibit WD_C** – Work Directive Specific Schedule of Values/Rates
- ☐ **Exhibit WD_D** – Operator Qualification *Form*
- ☐ **Exhibit WD_E** – Certificate of Final Acceptance
- ☐ **Exhibit WD_F1** – Conditional Waiver and Release
- ☐ **Exhibit WD_F2** – Unconditional Waiver and Release

AGREEMENT 23244

EXHIBIT B – SCHEDULE OF VALUES

1.0 OVERVIEW

1.1 The amounts set forth in the Agreement cover payment in full for all materials, work, tools, equipment, insurance, bonds, profit, overhead and all other costs and expense of every kind, character and nature for which the CONTRACTOR is entitled to payment. Unless specifically set forth in the Agreement, no additional payment of any kind will be contemplated.

COMPANY (throughout this Schedule "KM Entity" or "Company", as the case may be) agrees to pay CONTRACTOR, for Work performed pursuant to this Agreement, on a COST REIMBURSABLE BASIS in accordance with the Schedule of Values in this Exhibit **B**, provided that the cumulative total amount for all Work and Work Directives issued under the Agreement SHALL NOT EXCEEDTHE AMOUNT INDICATED ON INDIVIDUAL WORK DIRECTIVES.

1.2 CONTRACTOR shall submit the timesheets and reimbursable expenses to the Designated Representative (or his or her delegate) on a daily basis for verification/acknowledgement of expenses and time spent on the project. All supporting documentation must be signed by the COMPANY'S project inspector prior to invoicing. Signature by these personnel does not constitute COMPANY'S agreement to pay theses expenses.

2.0 INVOICING

2.1 Standard Invoice Procedure

2.1.1 At the end of each calendar month, CONTRACTOR shall submit to COMPANY an original detailed invoice for Work performed during that month, together with one copy of such invoice and one set of supporting documentation. Such invoice shall be sent to the following address or as otherwise set forth on any Work Directive.

2.1.2 Reference each individual Work Directive for the appropriate addressee and company name for the invoice to be submitted.

Company Name:	**Per each Work Directive Release**
Attn:	
Address:	
Reference:	
Agreement No.:	
Amendment / Change Order No.:	(Per the Amendment /Change Order Issued for Services)

2.2 Non-acceptance of Invoices

2.2.1 Invoices that do not relate to this Agreement will not be processed and such invoices will not be accepted by COMPANY. All charges not in compliance with the stated terms and conditions of this Agreement will be deducted from the invoice prior to payment processing.

2.3 Required Invoice Detail

2.3.1 Each of CONTRACTOR'S invoices shall contain the following information on its face:

2.3.1.1 An invoice date.

2.3.1.2 A reference number (invoice number) which is unique to the transaction.

2.3.1.3 Site or project name (if applicable) and COMPANY or KM Entity name.

2.3.1.4 Reference of COMPANY'S Designated Representative.

2.3.1.5 Agreement Number, Change Order Number and Work Directive Number (as applicable).

2.3.1.6 Billing period (time period of charges).

2.3.1.7 CONTRACTOR'S remittance address or electronic funds transfer routing information, (as applicable).

2.3.1.8 CONTRACTOR'S name and telephone number of contact to handle invoice related questions.

2.3.1.9 Amount due CONTRACTOR.

2.3.1.10 Project Status Report.

2.3.1.11 Summary of amount invoiced to date, this invoiced amount, retention (as applicable), and the amount remaining to be invoiced.

2.4 Supporting Documentation

Each of CONTRACTOR'S invoices shall be itemized and submitted to COMPANY together with receipts, time records, lien waivers, evidence of payment to subcontractors, and any other evidence of CONTRACTOR'S right to payment under this Agreement as COMPANY may, in its sole good faith discretion, from time to time require.

2.5 Final Invoice

2.5.1 When CONTRACTOR submits its final invoice to COMPANY for the Work, in addition to the requirements outlined above, CONTRACTOR shall additionally include the following which shall be submitted no later than thirty (30) days after the project completion date:

2.5.1.1 Mechanics lien and stop notice releases executed by CONTRACTOR and by each person or entity that furnished any labor, services or materials in connection with the Work;

2.5.1.2 Reasonable proof satisfactory to COMPANY that any claims for labor, materials or any other claim or potential claim for which COMPANY withheld compensation pursuant to the Agreement have been paid or satisfied in a manner acceptable to COMPANY;

2.5.1.3 Any other documents required by this Agreement; and

2.5.1.4 A Certificate of Final Acceptance.

3.0 PAYMENT PROCEDURE

3.1 Processing of Approved Invoices

Provided that such invoice meets all of the requirements as explained, COMPANY shall pay all undisputed charges set forth in each invoice, less any retention amount applicable, within thirty (30) days after such invoice is received by COMPANY.

3.2 Processing of Disputed Invoices

If COMPANY, in good faith, disputes and does not approve an item billed, COMPANY shall notify CONTRACTOR of the item or portion of an item disputed and withhold payment thereof until settlement of the dispute. Such right of COMPANY to withhold such payments shall be in addition, and not in any way in lieu of, any other right of COMPANY hereunder, including the right to raise disputes for the first time after audit. Payment shall be contingent upon COMPANY'S review of the invoice and determination that the Work described in the invoice complies with all of the terms of this Agreement. Interest penalties for disputed invoices will not be paid by COMPANY.

3.3 Delayed submittal of Invoices and Non-payment

Any Work for which CONTRACTOR does not submit an invoice to COMPANY within thirty (30) days after the month in which such Work is completed shall be deemed to have been performed by CONTRACTOR without compensation; provided however, that if prior to the end of such thirty (30) day period, CONTRACTOR requests in writing from COMPANY'S Designated Representative a further extension of time for submitting such invoice (stating the reasons therefore and the amount of additional time requested), and COMPANY elects to authorize such extension in writing, CONTRACTOR shall have until the end of the extension to submit such invoice, and provided further, that nothing in this Agreement shall affect CONTRACTOR'S right to submit invoices within a longer period of time if so afforded by applicable statute.

4.0 TIME AND MATERIALS RATES

4.1 Time and Material Rates will apply to any Extra Work which - if requested by COMPANY – shall be specifically designated by COMPANY by written change order, which shall modify the applicable Work Directive, as being in addition to the work to be performed under lump sum designated above.

4.2 Labor:

per attached

Table 1
Labor Rates
Effective From January 15, 2010 To January 15, 2015

Description/Category/Classification	Straight Time (Rate Per Hour) (US $0.00)	Overtime (Rate Per Hour) (US $0.00)	Double Time (Rate Per Hour) (US $0.00)

4.2.1 Rates shown on the rate sheet in the Schedule of Values include all benefits, withholding, workers compensation, taxes and similar assessments, and Contractor's cost of insurance premiums (unless otherwise specified in the Agreement).

4.2.2 All labor rates shown in Table 1 of the Schedule of Values shall be all-inclusive of tools, disposable parts, consumables and personal protective gear that are normally utilized in

the performance of daily work. Rates do not include costs for travel, subsistence, reproduction, communications, computer, modeling, subcontracts, freight, etc.

4.2.3 Rates are subject to change from time to time at CONTRACTOR'S discretion but that once a rate schedule has been agreed to and accepted by COMPANY, it will remain in effect until new rates are mutually agreed upon by COMPANY and CONTRACTOR in writing and made part of this Agreement.

4.2.4 Day rates as approved in advance by COMPANY will apply to mobilization and demobilization personnel to the worksite subject to the terms of this Section 4.

4.2.5 Travel pay - See Section 4.4 below.

4.3 Overtime

4.3.1 "Overtime" is defined as work exceeding eight (8) hours per days and/or forty (40) hours per calendar week. CONTRACTOR'S employee(s) hours worked on project(s) other than the project specifically referred to under any given Work Directive will not be credited hours for the purpose of overtime. Overtime will be paid at the "Overtime" rates shown in Table 1 of the Schedule of Values, or at a factor of 1.3 times the straight time or flat rate, if applicable, multiplied by the number of hours worked.

4.3.2 "Double Time" is defined as work on Sundays or on COMPANY'S observed holidays. Double Time shall be paid at the rates shown in Table 1 of the Schedule of Values, or at a factor of 1.5 times the Straight-Time or flat rate, if applicable, multiplied by the number of hours worked.

4.3.3 CONTRACTOR agrees not to pay shift differential for swing (evening) or graveyard (night) shifts.

4.3.4 CONTRACTOR'S employee(s) put on stand-by time, through no fault of CONTRACTOR, shall be paid for actual hours on stand-by. Stand-by time hours will be credited for the purpose of overtime.

4.4 Travel Time and Expenses

4.4.1 Travel time is charged at the standard hourly rate. Travel time for hourly rate personnel will be actual travel time outside of a fifty (50) mile radius from the project site and shall not exceed eight hours per day.

4.4.2 COMPANY shall reimburse CONTRACTOR, without markup, for the direct, reasonable cost to CONTRACTOR for employee travel expenses away from the project site or employee's base office when this travel occurs as a direct result of the performance of the Work. Travel expenses include air (excluding first class or business airfare), ground transportation, lodging, meals, and telephone expenses. All travel expenses must have prior COMPANY approval and shall be supported by valid receipts.

4.4.3 Mileage Reimbursement will be paid for Mobilization and Demobilization only and shall be no more than the current IRS allowable per mile, per vehicle. (COMPANY will compensate only per vehicle and not per man within the vehicle.)

4.4.4 Per Diem (subsistence) when in outlying areas (outside of a fifty (50) mile radius from office/site) will be forty dollars ($40) per person per day; or fifty dollars ($50) per person per day in high cost areas agreed to in advance by the parties.

5.0 MATERIALS, AND SUBCONTRACTS AND EQUIPMENT

5.1 Materials purchased, at wholesale or jobber's cost plus ten percent (10%).

5.2 Subcontracts, at cost plus ten percent (10%).

PER ATTACHED

Table 2 Materials Rates Effective From January 15, 2010 To January 15, 2015		
Description/Category/Classification	**Rate** (U.S. $0.00)	**Unit of Measure** (Per Hour, Day, Week, Etc.)

5.2.1 EQUIPMENT

5.2.1.1 Equipment, rented, at cost plus ten percent (10%).

PER ATTACHED

Table 3 Equipment Rates Effective From January 15, 2010 To January 15, 2015		
Description/Category/Classification	**Rate** (U.S. $0.00)	**Unit of Measure** (Per Hour, Day, Week, Etc.)

AGREEMENT 23244
APPENDIX - SCHEDULE OF ALLOWABLE COSTS AND/OR CHARGES

Cost/Charge	Allowable		Cost / Charge Allowable Conditions
	Yes	No	
First Class Air Fare		X	Coach class only. Company will not reimburse for upgrades.
			Vehicle Charges (all charges require adequate documentation)
Personal Owned Vehicle		X	Charge miles allowed per IRS allowance per vehicle only. Provide vehicle VIN#, start/end odometer readings and purpose of trip. Charge business related miles only. Refer to this Exhibit for further requirements concerning mileage charged. Mileage includes fuel and insurance. Fuel and insurance charges should not be submitted for reimbursement.
Rental Vehicle		X	Rental cars should be insured by the Contractor's automobile insurance. Rental vehicles should be returned with the same amount of fuel in the tank as when it was checked out; therefore the Fuel Option should be rejected. Company will pay for required fuel purchased at a gas station only. Charges for Rental Car Insurance and the Fuel Option should not be submitted for reimbursement.
			Vehicle Charges (all charges require adequate documentation)
Hotel to Jobsite Contractor Owned Vehicles		X	Charge miles allowed per IRS allowance per vehicle only. Provide vehicle VIN#, start/end odometer readings and purpose of trip. Charge business related miles only. Refer to this Exhibit for further requirements concerning mileage charged. Mileage includes fuel and insurance. Fuel and insurance charges should not be submitted for reimbursement.
Home to Project Location Contractor Owned Vehicles		X	Charge miles allowed per IRS allowance per vehicle only. Provide vehicle VIN#, start/end odometer readings and purpose of trip. Charge business related miles only. Refer to this Exhibit for further requirements concerning mileage charged. Mileage includes fuel and insurance. Fuel and insurance charges should not be submitted for reimbursement.
Job Site Mileage Contractor-owned Vehicles		X	Charge miles allowed per IRS allowance per vehicle only. Provide vehicle VIN#, record daily total miles and purpose of trip(s). Charge business related miles only. Refer to this Exhibit for further requirements concerning mileage charged. Mileage includes fuel and insurance. Fuel and insurance charges should not be submitted for reimbursement.
Travel Time		X	Travel time is charged at the standard hourly rate. Travel time for hourly rate personnel will be actual travel time outside of a 50 mile radius from the project site and shall not exceed eight (8) hours per day unless the contract sets forth an alternate working schedule (ex. 5 x 10/hr days). First and last day of travel to be billed at 75% of the GSA-Domestic Pier Diem M&IE Rates. **(www.gsa.gov/perdiem)**
			Other Charges (all charges require adequate documentation)
Per Diem		X	Per diem rates shall be in accordance with published GSA-Domestic Pier Diem Rates at time of travel. Costs not included in MIE (meals and incidental expenses) must be business related, proper and reasonable, pre-approved by Project Manager, and substantiated by receipts. **(www.gsa.gov/perdiem)**
Holidays/Vacation		X	If applicable, only Company-observed holidays are allowable. Contractor vacations are not allowable and should not be billed.
Labor Titles		X	Only labor titles listed on Contractor's Personnel Rate Sheet are reimbursable. Labor titles not listed on Contractor's Personnel Rate Sheet must be approved and the contract amended before being invoiced and paid.
Computer/Laptop		X	Flat rental rate of $35.00 per month per laptop. Refer to contract for variance.
Software & License Fees		X	Standard software provided by Contractor is Windows XP OS, MS Office, Internet Explorer, Adobe Acrobat Reader, anti-virus, FAX and WinZip. Refer to contract for allowable software and license fees.
Reproduction		X	Refer to Exhibit B for allowable charges.
Cell Phones		X	Flat rental rate of $50.00 per month per phone. Refer to contract for variance.
Personal Protection Equipment		X	See Company's Contractor Safety Manual. Contractor shall evaluate the situation daily and determine what equipment is necessary for the performance of the Scope of Work. PPE includes all items necessary to protect Contractor from injury on the job site such as hard hat, eye and ear protection, safety shoes, NOMEX coveralls, snake leggings, and H2S monitors.
Fuel Charges		X	Equipment rates shall include servicing, fuel, lubricants and maintenance. Equipment not listed in the equipment rates in Exhibit C-Schedule of Values must be approved and substantiated for reimbursement.
Small Tools & Consumables		X	Small tools having a cost of less than $1,000, disposable parts, consumables that are normally utilized in the performance of daily work are considered non reimbursable.
Equipment Rental		X	Cost plus 10%. Equipment rented must be authorized by Company.
Subcontracts		X	Cost plus 10%.
Material Buy Outs		X	Cost plus 10%. Materials purchased must be authorized by Company.

Cost/Charge	Allowable		Cost / Charge Allowable Conditions
	Yes	No	
Non-Consumable Supplies		X	Non-consumable supplies such as, but not limited to, radios, cameras, hole-punches, compasses, and other similar items are deemed to be Contractor's overhead and shall be considered non reimbursable.
Other Charges Not Stated in Contract		X	Charges not specifically stated in the contract (such as executive and clerical salaries; office rent; mortgage payments; warehouse rent; depreciation; property taxes; insurance; utilities and telephone expenses; professional and trade licenses and fees; employee recruitment; relocation; training and education; photocopying; data processing; office supplies; postage; books and periodicals; miscellaneous general and administrative expenses; advertising expenses; interest on borrowing and other financial costs; entertainment expenses; contributions and donations; bad debts; losses on other contracts; equipment storage and upkeep (if not specifically required and company-approved for individual jobs); and bid and proposal costs require prior approval and must be substantiated for reimbursement.

AGREEMENT 23244

EXHIBIT C – DRUG & ALCOHOL/OPERATOR QUALIFICATION PROGRAM REQUIREMENTS

CONTRACTOR shall comply with requirements for both DOT Drug and Alcohol and Operator Qualification Requirements Programs, as follows:

1.0 DOT DRUG AND ALCOHOL PROGRAM

1.1 CONTRACTOR represents and warrants that it has established, maintains, and enforces a drug and alcohol policy.

1.1.1 Compliance with DOT Anti-Drug and Alcohol Misuse Regulations.

1.1.1.1 COMPANY, under 49 CFR Parts 199 and 40, is required by law to ensure compliance with the pipeline safety regulations for drug and alcohol testing applicable to its CONTRACTORS', subcontractors and their agents, performing operations, maintenance, or emergency response functions on a pipeline or LNG facility subject to Parts 191, 192, 193 and 195 of Title 49 of the Code of Federal Regulations or any other provision or Part thereof (or any successor thereof) covering the type of work CONTRACTOR may perform pursuant to this Agreement as follows:

1.1.1.1.1 CONTRACTOR agrees that CONTRACTOR, its subcontractors, and their agents will abide by a DOT anti-drug plan and alcohol Misuse Program which applies to all employees of CONTRACTOR, its subcontractors, and agents if performing an operations, maintenance or emergency response function on COMPANY'S facilities.

1.1.1.1.2 CONTRACTOR agrees that CONTRACTOR, its subcontractors and their agents shall provide to their respective employees an Anti-drug Plan and Alcohol Misuse Program, the drug and alcohol testing, education, and training required by Title 49 Parts 199 and 40 of the Code of Federal Regulations. Prior to and during the performance of any work hereunder, CONTRACTOR shall have in place and shall implement a drug testing program meeting the requirements imposed by the regulations of the Code of Federal Regulations.

1.1.1.1.3 CONTRACTOR agrees that CONTRACTOR, its subcontractors, and their agents, are in compliance with the drug and alcohol testing regulations at 49 CFR Parts 199 and 40 and the Motor Carrier Regulations at 49 CFR Parts 391 and 394, if applicable.

1.1.1.1.4 CONTRACTOR agrees that CONTRACTOR, its subcontractors, and their agents shall allow COMPANY, the administrator and/or representative of a state agency (as defined in 49 CFR Part 199) access to property and records for the purpose of monitoring compliance with the requirements of the Research and Special Programs Administration for drug and alcohol testing at 49 CFR Part 199. This access shall occur periodically, and without prior notice to allow COMPANY, the administrator and/or representative of a state agency to audit CONTRACTOR, its subcontractors, and their agents' Anti-drug Plan and Alcohol

Misuse Program, the required drug and alcohol testing and results thereof.

1.1.1.1.5 COMPANY requires that CONTRACTOR'S written Drug Testing Program be approved in writing by COMPANY'S Policy and Compliance Department or its third party designee prior to start of work hereunder. Thereafter, COMPANY reserves the unqualified right to audit the said program at any time, or to ask its third party designee to do likewise, during the performance of work hereunder. In the event that COMPANY, at its sole discretion believes that the said program no longer meets the applicable law and/or regulatory statutes recited in this Policy and its subsections, then COMPANY may suspend work until such time as CONTRACTOR restores the said program to full compliance. Any costs incurred by COMPANY because of such suspension, shall be borne by CONTRACTOR.

1.1.1.1.6 COMPANY, to the extent required by applicable laws or regulations, will monitor the CONTRACTOR'S compliance with these regulations and from time to time require certificates regarding compliance with such testing requirements to be provided by CONTRACTOR from CONTRACTOR'S testing agency. CONTRACTOR will allow access to its property and records by COMPANY or by any authorized state agency (or its representative) having jurisdiction over COMPANY or its facilities, for the purpose of monitoring COMPANY'S compliance with governmental laws, rules or regulations.

2.0 OPERATOR QUALIFICATION PROGRAM

2.1 CONTRACTOR represents and warrants that it has established, maintains and enforces an Operator Qualification (OQ) program.

2.1.1 Compliance with DOT OQ Regulations

2.1.1.1 COMPANY under 49 CFR Parts 192 and 195 is required by law to ensure compliance with the pipeline safety regulations for OQ applicable to its CONTRACTORS, its subcontractors and their agents who perform specific OQ covered tasks during operations and maintenance work on hazardous liquids (including CO2) or natural gas pipelines or facilities subject to Parts 192 or 195 of Title 49 of the Code of Federal Regulations as follows:

2.1.1.1.1 CONTRACTOR agrees that CONTRACTOR, its subcontractors and their agents shall review and comply with COMPANY'S OQ Program. CONTRACTOR agrees that CONTRACTOR, its subcontractors and their agents will also review the list of OQ-covered tasks and identify any and all OQ-covered tasks that they would perform for COMPANY (OQ Program and list of covered tasks attached).

2.1.1.1.2 CONTRACTOR agrees that CONTRACTOR, its subcontractors and their agents will be qualified under a COMPANY approved evaluation program which applies to all employees of CONTRACTOR, its subcontractors and their agents who perform specific OQ-covered tasks during operations and maintenance work.

2.1.1.1.3 CONTRACTOR agrees that proper and approved documentation will be kept by CONTRACTOR or their agents to verify the OQ evaluations and that CONTRACTOR will provide for COMPANY'S access to this documentation as necessary for verification. CONTRACTOR will keep documentation in ISNetworld unless instructed by COMPANY.

2.1.1.1.4 CONTRACTOR agrees that CONTRACTOR, its subcontractors and their agents shall allow COMPANY'S representative and/or the representative of a local, State or Federal agency access to property and records for the purpose of monitoring compliance with the requirements of the OQ regulation. This access shall occur periodically and without prior notice.

2.1.1.1.5 CONTRACTOR personnel who do not have proper and documented OQ qualifications will not be allowed to perform specific OQ-covered tasks during operations and maintenance work on hazardous liquids (including CO2) or natural gas pipelines or facilities subject to Parts 192 or 195 of Title 49 of the Code of Federal Regulations, unless those non-OQ qualified personnel are supervised by an OQ-qualified individual, as described in COMPANY'S OQ Program.

2.1.1.1.6 CONTRACTOR agrees to provide OQ-related information on its personnel when requested by COMPANY. Typically, this will be requested by COMPANY Project Management or Operations Designated Representatives during the bidding process or if the work is not bid, when the work is assigned to CONTRACTOR.

2.1.1.1.7 CONTRACTOR agrees to review the work it is being asked to perform and identify any OQ-covered tasks being performed which were not identified as OQ-covered tasks by COMPANY'S Project Management personnel, and notify COMPANY'S Project Management personnel of the discrepancy prior to commencement of the work.

Detailed information on COMPANY'S Operator Qualification requirements is located on the Internet at:

http://www.kindermorgan.com/work/contractor_co/dot_operator_qual.cfm

or via telephone by contacting:

Manager, Training, Phone: 307-232-4419.

IMPORTANT NOTICE

To Contractors Of Kinder Morgan And/Or Its Affiliates ("KM")

Department of Transportation Regulations
For
Anti-Drug and Alcohol Misuse Plans

The Department of Transportation ("DOT") continues to report drug/alcohol testing compliance problems with contractors who perform DOT-covered work for pipeline operators. In response to these compliance problems, DOT promises to step-up their enforcement of the regulations contained in 49 CFR Parts 199 and 40. DOT places the responsibility upon the pipeline operators such as KM, to see that contractors and contractor employees performing DOT-covered work are in compliance with the drug testing regulations. Given what we know about DOT drug/alcohol testing plans and contractor monitoring, it is possible many existing contractor's drug plans do not meets the standards required by these regulations. In addition, new alcohol regulations became effective January 1, 1995, for the Pipeline and Hazardous Materials Safety Administration and the Federal Motor Carrier Safety Administration. Consequently, reasonable measures must be undertaken to safeguard against civil penalties from DOT.

1. KM Action: Effective January 1996, COMPANY contracted with National Compliance Management Service, Inc., (NCMS) to act as its agent for monitoring contractor DOT anti-drug and alcohol misuse prevention plans and to obtain contractor drug/alcohol testing data. NCMS is authorized by KM to request anti-drug and alcohol misuse plans and statistical data and other documentation from contractors who plan to perform an operating, maintenance or emergency response function on KM covered facilities.

2. Contractor Action: Please forward the following items immediately to National Compliance Management Service, Inc.:

   A. A copy of your current DOT anti-drug and alcohol misuse prevention program;

   B. A completed Contractor Audit Request Form (enclosed with this notice) to:

   National Compliance Management Service
   (Kinder Morgan Audit)
   7 Compound Drive
   Hutchinson, KS 67502
   Phone: (620) 669-0954 Fax: (620) 669-8430

3. National Compliance Management Service, Inc. (NCMS) Action: NCMS, KM's authorized agent for reviewing contractors DOT anti-drug/alcohol misuse plans and drug/alcohol testing data shall:

4. Review your anti-drug/alcohol misuse plan utilizing the federal inspection forms. These forms contain the same criteria utilized by the Federal and State agencies.

   A. Based on this review, if your anti-drug/alcohol misuse plan should require revision, NCMS will so advise your company and provide you with the necessary information to bring your plan into compliance. All contractors must revise their anti-drug/alcohol misuse plan to comply with regulations as determined by NCMS.

   B. Request the necessary drug/alcohol testing data on your company employee, numbers and kinds of tests performed and their result. The statistical information shall be requested on a semi-annual basis.

Information on a Pipeline Testing Consortium:

Pipeline Testing Consortium, Inc. (PTC) is one of several consortia in the USA that is available to provide

IMPORTANT NOTICE

To Contractors Of Kinder Morgan And/Or Its Affiliates ("KM")

Department of Transportation Regulations
For
Anti-Drug and Alcohol Misuse Plans

administration of the DOT anti-drug/alcohol misuse regulations. Contractors who become members of PTC are in compliance with DOT regulations. Although we do not endorse one consortium, if you are interested in its service, please contact it by phone or mail at:

Pipeline Testing Consortium, Inc.
9 Compound Drive
Hutchinson, KS 67502
Phone 1-800-294-8758 Fax: (620) 669-0906

Only contractors with approved drug/alcohol testing programs will be allowed to perform DOT-covered tasks for KM.

KINDER MORGAN

CONTRACTOR COMPLIANCE PROCEDURES

Item 1	KINDER MORGAN will request copies of the alcohol and drug testing plans of its contractors. The contractor will provide the information to National Compliance Service, Inc. (NCMS).
Item 2	NCMS will evaluate contractor plans utilizing an evaluation form that follows the DOT/PHMSA Headquarters Audit Inspection form.
Item 3	NCMS will return the evaluation form to the contractor advising the status of the evaluation.
Item 4	If the plan is acceptable, it will be so noted and returned to the contractor.
Item 5	If the plan is unacceptable, it will be so noted and returned to the contractor with the evaluation form including remarks representing what needs to be accomplished in order to be accepted.
Item 6	Plans will not be reviewed more than three times, without the intervention of a KINDER MORGAN management official.

KINDER MORGAN
U.S. DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION

CONTRACTOR AUDIT REQUEST FORM

Company Name:					
Street Address:					
City:		State		Zip Code	
Telephone:		Fax			
Contact Name:					
E-Mail Address:					
Federal ID#:					
Type Of Work Performed:					
Kinder Morgan Division:					

List the office, including division and location, that has requested you to submit this information.	
Does your company belong to a consortium?	☐ Yes ☐ No
If yes, please list the name and address:	

Please Provide The Following Information*

One (1) copy of your DOT drug and alcohol program (latest revision)

Complete & Return statistical data reports (drug & alcohol - attached)

Drug/Alcohol data for Previous Year	1st	2nd	3rd	4th
Drug/Alcohol data for Current Year	1st	2nd	3rd	4th

One blank copy of the laboratory chain-of-custody form

List of covered employees

Verification of supervisory drug/alcohol training

Background Check Affidavit

* Note: It Is Absolutely Necessary That All Of The Above Information Be Submitted, To Ensure That Your Company Is Eligible To Perform Dot Regulated Services For Kinder Morgan.

Return this form and the requested documents to:	National Compliance Management Service, Inc. **(KINDER MORGAN Audit)** 7 Compound Drive Hutchinson, KS 67502 Phone: (620) 669-0954 Fax: (620) 669-8430 **For questions, contact:** **The DOT Auditing Department at (620) 669-0953**

AGREEMENT 23244

EXHIBIT D – CERTIFICATE OF FINAL ACCEPTANCE

Date: _____

To: KM Entity

Ref: Work Directive dated _____, 20XX (the "Work Directive") by and between _____ ("KM") and _____UNITED STATES INDUSTRIAL ("Contractor") under that certain Agreement for Waste Disposal Services dated _____ (the "Agreement")

Contractor, by and through the undersigned officer, duly authorized to represent Contractor and execute and deliver this certificate (this "Certificate") to KM, provides this Certificate to KM under the Agreement and the Work Directive. Capitalized terms used herein not otherwise defined shall have the meaning given such terms in the Agreement (except as may be expressly modified by the terms of the Work Directive). Contractor hereby certifies to KM as of the date hereof that the following are true and correct:

1. The Work under the Work Directive has been completed in accordance with the terms of the Agreement and all other Contract Documents;

2. All amounts that were due and payable by KM in connection with the Work have been paid;

3. Contractor has not directly or indirectly created, incurred, assumed or suffered to be created by it or any subcontractor, employee, laborer, mechanic, materialman, or other supplier of goods or services any lien relating to the Work, the Company's or KM's premises or any part thereof or interest therein except to the extent lien security has been provided by Contractor and accepted by KM in connection therewith;

4. Contractor has promptly paid and discharged any liens which, notwithstanding paragraph 3 hereof, it has directly or indirectly created or suffered to be created by it or any subcontractor, employee, laborer, mechanic, materialman, or other supplier of goods or services relating to the Work, the Company's or KM's premises, or any part thereof or interest therein except to the extent lien security has been provided by Contractor and accepted by KM in connection therewith;

5. Title to all Work is free and clear of any and all liens, claims, charges, security interests, encumbrances and rights of other persons arising as a result of any actions or failure to act of Contractor, its subcontractors, or their employees or representatives except to the extent lien security has been provided by Contractor and accepted by KM in connection therewith;

6. Contractor has met all its obligations under the terms of the Agreement, the Work Directive and all other Contract Documents, other than warranty obligations and any other obligations that expressly survive the termination thereunder.

Sample

Executed on the date set forth above.

Contractor Name

By: _____
Name: _____
Title: _____

AGREED TO AND ACCEPTED BY:

KM Name

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20XX, by _____, as _____ of _____

By: _____
Notary Public, State of _____
Printed Name of Notary: _____
My Commission Expires: _____

Sample

AGREEMENT 23244

EXHIBIT E – CONDITIONAL and UNCONDITIONAL WAIVER AND RELEASE

CONDITIONAL WAIVER AND RELEASE

THE STATE OF _____ §
§
COUNTY OF _____ §

WHEREAS:

1 [_____] ("KM") and _____ ("Contractor") have entered into that certain Work Directive dated as of [_____] under that certain Agreement for Waste Disposal Services dated as of _____(the "Agreement"), pursuant to which Contractor is to provide _____ services in connection with a _____ (the "Project") located at _____ (the "Site").

2. As a condition precedent of the obligation of KM to make each payment under the Work Directive that Contractor supplies KM with a waiver and release of liens and security interests and waiver of any claims to the extent of such payment and Contractor provides this Conditional Waiver and Release in order to satisfy the aforesaid condition precedent in relation to its invoice no. [to be inserted] dated [to be inserted] (the "Invoice").

NOW THEREFORE:

1. Capitalized terms used and not defined herein shall have the meaning assigned to them in the Agreement (except as may be expressly modified by the terms of the Work Directive).

2. Upon payment by KM to Contractor of the sum of [_____], which sum represents the full amount due to Contractor under the Invoice, Contractor irrevocably waives, releases or relinquishes any lien, security interest or claim (whether for breach of contract, pursuant to law or otherwise) relating to the Work, the Project or the Site for which payment is requested under the Invoice.

3. Contractor certifies that:

3.1 All amounts that were due and payable in connection with the Work have been paid by KM as of the date of payment and as of the last advance applicable to Contractor [save in relation to the amounts of (a) [$_____] under Invoice Nos. [_____], which Contractor acknowledges that KM is withholding in accordance with the Agreement and/or Work Directive and (b) [_____], which Contractor acknowledges are subject to dispute with KM.

3.2 Contractor has not directly or indirectly created, incurred, assumed or suffered to be created by it or any subcontractor, employee, laborer, mechanic, materialman or other supplier of goods or services any lien relating to the Work, the Project, the Site or any part thereof or interest therein, except to the extent lien security has been provided by Contractor and accepted by KM in connection therewith;

3.3 Contractor has promptly paid and discharged any liens which, notwithstanding paragraph 3.2 hereof it has directly or indirectly created or suffered to be created by it or any subcontractor, employee, laborer, mechanic, materialman or other supplier of goods or services relating to the Work, the Project, the Site or any part thereof or interest therein, except to the extent lien security has been provided by Contractor and accepted by KM in connection therewith; and

3.4 Title to all Work is free and clear of any and all liens, claims, charges, security interests, encumbrances and rights of other persons arising as a result of any actions or failure to act of Contractor, its subcontractors, or their employees or representatives except to the extent lien security has been provided by Contractor and accepted by KM in connection therewith.

Sample

3.5 THIS CONDITIONAL WAIVER AND RELEASE SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAWS), EXCEPT WITH REGARD TO THE CREATION, RECORDATION AND DISCHARGE OF A LIEN, WHICH SHALL BE GOVERNED BY LAWS OF THE STATE WHERE THE PROJECT IS LOCATED.

IN WITNESS WHEREOF, Contractor has duly executed and acknowledges this Conditional Waiver and Release on the ___ day of _____, 20XX.

Contractor Name

By:_____

Name:_____

Title:_____

ACKNOWLEDGEMENT

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _ day of _____, 20XX, by _____, as _____ of _____.

By: _____
Notary Public, State of _____
Printed Name of Notary: _____
My Commission Expires: _____

Sample

UNCONDITIONAL WAIVER AND RELEASE

THE STATE OF _____ §
§
COUNTY OF _____ §

WHEREAS:

1 [_____] ("KM") and _____ ("Contractor") have entered into that certain Work Directive dated as of [_____], under that certain Agreement for Waste Disposal Services dated as of _____, (the "Agreement"), pursuant to which Contractor is to provide _____ services in connection with a _____ (the "Project") located at _____ (the "Site").

2. As a condition precedent of the obligation of KM to make each payment under the Work Directive that Contractor supplies KM with a waiver and release of liens and security interests and waiver of any claims to the extent of such payment and Contractor provides this Unconditional Waiver and Release in order to satisfy the aforesaid condition precedent in relation to its invoice no. [to be inserted] dated [to be inserted] (the "Invoice").

NOW THEREFORE:

1. Capitalized terms used and not defined herein shall have the meaning assigned to them in the Agreement (except as may be expressly modified by the terms of the Work Directive).

2. The undersigned hereby irrevocably waives, releases, or relinquishes any lien, security interest, or claim (whether for breach of contract, pursuant to law or otherwise) relating to the Work, the Project or the Site.

3. Contractor certifies that:

3.1 All amounts that were due and payable by KM in connection with the Work have been paid.

3.2 Contractor has not directly or indirectly created, incurred, assumed or suffered to be created by it or any subcontractor, employee, laborer, mechanic, materialman, or other supplier of goods or services any lien relating to the Work, the Project, the Site or any part thereof or interest therein except to the extent lien security has been provided by Contractor and accepted by KM in connection therewith;

3.3 Contractor has promptly paid and discharged any liens which, notwithstanding paragraph 3.2 hereof, it has directly or indirectly created or suffered to be created by it or any subcontractor, employee, laborer, mechanic, materialman, or other supplier of goods or services relating to the Work, the Project, the Site or any part thereof or interest therein except to the extent lien security has been provided by Contractor and accepted by KM in connection therewith; and

3.4 Title to all Work is free and clear of any and all liens, claims, charges, security interests, encumbrances and rights of other persons arising as a result of any actions or failure to act of Contractor, its subcontractors, or their employees or representatives except to the extent lien security has been provided by Contractor and accepted by KM in connection therewith.

3.5 THIS UNCONDITIONAL WAIVER AND RELEASE SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAWS), EXCEPT WITH REGARD TO THE CREATION, RECORDATION AND DISCHARGE OF A LIEN, WHICH SHALL BE GOVERNED BY LAWS OF THE STATE WHERE THE PROJECT IS LOCATED.

IN WITNESS WHEREOF, the undersigned has duly executed and acknowledges this Unconditional Waiver and Release on the ___ day of _____, 20XX.

Sample

Contractor Name

By:_____

Name:_____

Title:_____

ACKNOWLEDGEMENT

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _ day of _____, 20XX, by _____, as _____ of _____.

By: _____
Notary Public, State of _____
Printed Name of Notary: _____
My Commission Expires: _____

sample

AGREEMENT 23244

EXHIBIT F – KINDER MORGAN CERTIFICATE OF INSURANCE FORM

A blank **Kinder Morgan Certificate of Insurance Form** has been inserted herein as a place holder for the Certificate of Insurance reflected in the Contract Documents listed in **Section 1.0** of the Agreement. CONTRACTOR is required to submit this form directly to its insurance carrier for submittal of proper insurance coverage information in strict accordance with **Section 8.0** of the Agreement. CONTRACTOR shall forward said Certificate of Insurance, fully executed by its insurance carrier, upon receipt to ISNetworld for review by COMPANY or its designated representative(s). If CONTRACTOR has been exempted from ISNetworld, CONTRACTOR shall submit said Certificate of Insurance along with its Agreement requirements for review by the Contract Administrator designated in **Section 2.3** of the Agreement. Upon acceptance by COMPANY or its designated representative(s), the executed Certificate of Insurance shall replace the blank **Kinder Morgan Certificate of Insurance Standard Form** presented herein.

AGREEMENT 23244

KINDER MORGAN COMPANIES	CERTIFICATE OF INSURANCE	DATE
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	COMPANIES AFFORDING COVERAGE	
INSURED	COMPANY A:	
	COMPANY B:	
	COMPANY C:	
	COMPANY D:	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIODINDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THISCERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YY	POLICY EXPIRATION DATE MM/DD/YY	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	$
	COMMERCIAL GENERAL LIABILITY				PRODUCTS COMP/OP AGG	$
	CLAIMS MADE / OCCUR				PERSONAL & ADV INJURY	$
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$
					FIRE DAMAGE (ANY ONE FIRE)	$
					MED EXP (ANY ONE PERSON)	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$
	ANY AUTO					
	ALL OWNED AUTO'S				BODILY INJURY (PER PERSON)	$
	SCHEDULED AUTO'S					
	HIRED AUTO'S				BODILY INJURY (PER ACCIDENT)	$
	NON-OWNED AUTO'S					
					PROPERTY DAMAGE	$
	GARAGE LIABILITY				AUTO ONLY – EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	UMBRELLA FORM				AGGREGATE	$
	OTHER THAN UMBRELLA FORM					$
	WORKERS COMPENSATION AND EMPLOYEE'S LIABILITY				X STATUTORY LIMITS / OTHER	
B					EACH ACCIDENT	$
	THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE — INCL				DISEASE – POLICY LIMIT	$
	EXCL				DISEASE – EACH EMPLOYEE	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS:

CERTIFICATE HOLDER	CANCELLATION
	SHOULD THE ABOVE DESCRIBED POLICY(IES) BE TERMINATED OR CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL __DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
	AUTHORIZED REPRESENTATIVE

KM RM FORM 100 (02/07)

Sample

APPENDIX D

EVACUATION PLAN

D.1 EMERGENCY EVACUATION PROCEDURES

Minimizing employee and public exposure to hazardous substances is the highest priority activity at a pipeline emergency site. Often this must be done by notifying and/or evacuating employees and nearby residents (or assisting local officials with this activity) and/or by halting or diverting traffic on roads and railroads from the emergency area.

This section is a general procedure for response to a vapor cloud or other hazardous vapor release situation and is intended for use in conjunction with Fire Plans, Site Specific Plans, Site Safety & Health Plans, and other plans and procedures applicable to the work area.

In the event that a hazardous vapor situation is detected, evacuation of all persons in the affected area may well be the highest priority course of action depending on the circumstances. Large-scale evacuations may require the efforts of entire Response Team and/or assistance from local emergency responders dependent on site conditions. Phone numbers for local emergency responders are located in Section 2.0.

D.1.A Isolation Of Potential Emergency Site

For all potential emergency situations, isolation of the area affected by the emergency situation from employees and the general public will always be an immediate priority. Since each emergency is different, the size area to be isolated and the method of isolation will vary on a case by case basis. Refer to Figure D-1 for guidance in determining the appropriate evacuation distances.

In general, fenced pipeline installations such as tank farms, delivery terminals and pump stations can be isolated by controlling traffic at the installation's main gate. For situations on the pipeline right-of-way, the response team must quickly determine the size of the area potentially affected and work closely with local responders to make every effort to control all access to the area by road, rail or footpath.

In general, a potential emergency situation will be most easily isolated through the prompt enlistment of help from local responders (police, fire, etc.) to help control an area other than a fenced pipeline facility. Section 2.0 contains listings of how to contact these personnel in specific areas.

D.1.B Pipeline Facility Evacuations

It is often difficult to determine when the quantity of vapors present constitute a hazard severe enough to warrant shutdown of operations and maintenance and the evacuation of the work site or facility, even when hazardous atmosphere detectors are in use.

D.1 EMERGENCY EVACUATION PROCEDURES (Cont'd)

D.1.B Pipeline Facility Evacuations (Cont'd)

Employees must ultimately use their own judgment based on the available information plus previous experience and training in making this decision. In all cases, these judgments should be conservative, i.e., they should err on the side of safety and caution.

The protection of human life must always take precedence over the protection of physical property or equipment.

D.1.C Evacuation of Staffed System Locations

- The O&M Specialist on duty will be responsible for all in-station operations and will serve as the On-Scene Commander until relieved by the appropriate supervisor.
- The O&M Specialist should contact the appropriate Controller at OCC if such a communication will assist with the rapid shutdown of the affected parts of the pipeline system.
- If vapors are present in the station control room or switch gear rooms, or if at any time the situation deteriorates and conditions warrant, all on site personnel must be evacuated immediately via the safest route to the pre-selected meeting point listed in the local fire plan.
- Sound the alarm. Time and safety permitting, the O&M Specialist will notify the Operations Manager, giving a brief assessment of the situation. If evacuation is immediate, these contacts should be made as soon as possible after evacuee safety is assured.
- Evacuate all onsite personnel, and others who may be in harm's way. Evacuation on foot will often be the safest course of action under these circumstances. If safety and time allows, station personnel should take with them portable radios for communications, and portable vapor detectors to monitor the situation from a safe distance.
- If the incident involves injured persons, refer to "Medical Emergencies" in Section 3.0.
- If conditions permit, locate the source of the vapors and close the proper valves to block the escape of the vapor into the atmosphere.
- Eliminate all nearby ignition sources (see Section 3.0).

D.1 EMERGENCY EVACUATION PROCEDURES (Cont'd)

D.1.C Evacuation of Staffed System Locations (Cont'd)

- Position available personnel at safe strategic points around the vapor release area if possible, using vapor detectors and portable radios to communicate with the On-Scene Commander and provide constant surveillance of the affected area. These personnel must be prepared to evacuate further as conditions warrant.

- As conditions warrant, contact the appropriate public officials for assistance in evacuating and isolating all persons from the affected area and controlling traffic and/or spectators.

- Maintain surveillance of the situation until the hazardous vapors have dissipated and all low elevation areas have been found to be free of such vapors.

D.1.D Remote System Locations; Right-of-way Locations

- The Controller responsible for the remote location or line section will immediately shut down the appropriate lines and isolate the location to the extent possible by closing the appropriate remotely controlled block valves.

- The Controller will notify the Lead Controller and the Operations Manager to start the response to the event. Dependent on the situation, the Operations Manager shall send the appropriate personnel to the affected location to investigate. If an event is reported from the right-of-way, the Operations Manager shall contact the appropriate Supervisor-Operations who shall be responsible for closing manual line block valves.

- Personnel responding to the affected location should always make an initial assessment of the site from a safe and prudently distant location from the likely source point of the release. If the source point cannot be isolated without entering a vapor cloud or other hazardous situation, the investigating personnel should stay out of the hazardous area. A call for immediate assistance should be made to Lead Controller and to the Operations Manager to begin notification of the appropriate members of the Emergency Response Team, who are properly equipped to approach and isolate a release of this nature.

- The Operations Manager has responsibility for contacting the appropriate local officials for assistance in evacuating and isolating all persons from the affected area and controlling traffic and spectators if needed.

D.2 EVACUATIONS INVOLVING THE GENERAL PUBLIC

D.2.A Specific Procedure

- The acting On-Scene Commander assesses the incident and determines it is necessary to evacuate the public from the immediate affected area (local officials shall be included in this decision making if time permits. Refer to Figure D-1 for further guidance concerning adequate distances).

- Coordination of evacuation efforts is the responsibility of the On-Scene Commander, or the person assigned as the Emergency Response Team's Community Response Officer, with assistance of the entire Response Team if needed.

- If the incident involves injured persons, refer to “Medical Emergencies” of Section 3.0.

- Local civil authorities such as the police, highway patrol and fire departments should be pressed into service assisting an evacuation, with the On-Scene Commander or Community Response Officer acting as direct liaison to these officials.

- All nearby occupied dwellings shall be visited and the inhabitants informed of the dangers as soon as possible. Evacuation instructions to residents must insist that all open flames including pilot lights and gas burners be extinguished if possible.

- Conduct evacuation on foot if necessary.

- Warn all evacuees against activities such as smoking, operating motor vehicles, spark-producing appliances, etc. The company should attempt to render whatever assistance is necessary to the evacuees.

- Keep the Emergency Response Coordinator informed of any evacuation efforts in order that they may pass along the latest information regarding such actions to other support personnel.

- In the interest of safety, the media and other members of the general public may need to be utilized to quickly inform people in the immediate area of an ongoing evacuation effort.

- Members of the press should be advised that electronic equipment such as camera lights and flashes can be potential sources of ignition when explosive vapors are present.

D.2 EVACUATIONS INVOLVING THE GENERAL PUBLIC (Cont'd)

D.2.B Traffic Control

If an incident occurs near a road or railroad, local traffic may need to be halted or diverted from the immediate area. The assistance of local civil authorities should be solicited to enforce any necessary detours of local traffic until the hazardous situation can be stabilized. Railroads should be notified so they may halt rail traffic. Section 2.0 of this Manual contains listings of local law enforcement officers and railroad company contacts for all areas in which Plantation operates.

D.2.C Notification of Public Officials

Kinder Morgan must be prepared to coordinate the Company's response to emergencies with public officials as appropriate. The Commander Support Chief in Atlanta shall interface with Public Officials on the appropriate seniority levels who are concerned about an emergency response in progress. The On-Scene Commander shall interface directly with onsite incident commanders from other agencies in order to best coordinate response efforts. The Community Response Officer shall act as Company liaison with various local emergency responders during an emergency. The Environmental Situation Chief shall act as liaison with Federal and State-level environmental responders if necessary. The Safety Officer shall act as liaison with OSHA representatives if necessary.

EVACUATION PLAN

FIGURE D-1

Precautionary Evacuation Distances:		
Product:	*"Large" Spills:* *(more than 55 gallon drum)*	*"Small" Spills:* *(less than 55 gallon drum)*
GASOLINE or UNKNOWN	Isolate area and consider initial downwind evacuation for at least **1000 feet to ¼ mile** (or greater depending on conditions). Eliminate ignition sources. Stay upwind.	Isolate spill or leak area immediately for **80 to 160 feet** in all directions. Eliminate ignition sources. Stay upwind.
KEROSENE or TURBINE FUEL	Consider above action relative to conditions.	Consider above action relative to conditions.
DIESEL FUEL or HEATING OIL	Evacuate those potentially in path of spill migration.	Avoid contact with spill.
LPG	Isolate area and consider initial downwind evacuation for at least **½ mile** (or greater depending on conditions). Eliminate ignition sources. Stay upwind.	Isolate spill or leak area immediately for **160 to 330 feet** in all directions. Eliminate ignition sources. Stay upwind.

CONDITIONS TO CONSIDER IN DETERMINING EVACUATION:

Spilled Material:

- Degree of explosion/fire/health hazard
- Amount involved
- Containment/control of release
- Rate of vapor movement

Population threatened:

- Location
- Number of people
- Ability to control evacuation/safety of responders
- Special institutions at risk (Hospitals, schools, churches, nursing homes, etc.)

Weather Conditions:

- Effect on vapor cloud movement
- Potential for change
- Effect on evacuation
- Before/after dark ***(double above evacuation distances when dark)***

Immediate Site Safety Considerations:

- **"Isolate Hazard Area and Deny Entry" means** keep everybody away from the area if they are not directly involved in the emergency response.

- **Unprotected emergency responders** should not be allowed to enter the isolation zone until proper conditions and personal protective equipment are available.

- **"Evacuate" means** move all people from a threatened area to a safer place. If there is enough time, evacuation is the best protective action.

- **To perform an evacuation there must be time** for people to be warned, to get ready, and to leave the area.

- **If there is not adequate time to evacuate,** consider in-place protection as an alternative. **In-place protection is used when evacuating the public would cause greater risk than staying where they are**.

- **In-place protection may not be the best option when the vapors are flammable,** or it will take a long time for vapors to clear the area, or buildings cannot be closed tightly.

- **If in-place protection is selected,** people should remain inside until the danger passes or evacuation becomes the only viable option. Eliminate potential vapor ignition sources, shut windows and doors, close ventilation systems. Keep away from windows until danger passes.

- **Begin an evacuation** by evacuating people nearby and those outdoors in direct view of the scene.

- **When help arrives** expand the area to be evacuated downwind/crosswind to include the distances recommended elsewhere in this Exhibit.

- **Once evacuated** send evacuees to a definite place, by a specific route, far enough away so they will not have to be moved again if the wind shifts. For safety reasons do not allow non-responders to congregate at evacuation zone perimeters.

APPENDIX E

RESPONSE ACTION CRITIQUE

RESPONSE ACTION CRITIQUE

In an effort to improve the efficiency of subsequent spill response operations, a post response critique should be conducted to review each significant response effort. For details on the critique procedure, refer to Kinder Morgan procedure L-O&M 159.

APPENDIX F

DISPOSAL PLAN

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OVERVIEW

A major oil spill response would generate significant quantities of waste materials ranging from oily debris and sorbent materials to sanitation water and used batteries. All these wastes need to be classified and separated (i.e., oily, liquid, etc.), transported from the site, and treated and/or disposed of at approved disposal sites. Each of these activities demands that certain health and safety precautions be taken, which are strictly controlled by federal and state laws and regulations. This section provides an overview of the applicable state regulations governing waste disposal, and a discussion of various waste classification, handling, transfer, storage, and disposal techniques. It is the responsibility of the Company's Disposal Specialist to manage waste disposal needs during an oil spill cleanup.

WASTE CLASSIFICATION

Oily - Liquid Wastes

Oily liquid wastes (i.e., oily water and emulsions) that would be handled, stored, and disposed of during response operations are very similar to those handled during routine storage and transfer operations. The largest volume of oily liquid wastes would be produced by recovery operations (e.g., through the use of vacuum devices or skimmers). In addition, oily water and emulsions would be generated by vehicle operations (e.g., spent motor oils, lubricants, etc.), and equipment cleaning operations.

Non-Oily - Liquid Wastes

Response operations would also produce considerable quantities of non-oily liquid wastes. Water and other non-oily liquid wastes would be generated by the storage area and stormwater collection systems, vessel and equipment cleaning (i.e., water contaminated with cleaning agents), and office and field operations (i.e., sewage, construction activities).

Oily - Solid/Semi-Solid Wastes

Oily solid/semi-solid wastes that would be generated by containment and recovery operations include damaged or worn-out booms, disposable/soiled equipment, used sorbent materials, saturated soils, contaminated beach sediments, driftwood, and other debris.

Non-Oily - Solid/Semi-Solid Wastes

Non-oily solid/semi-solid wastes would be generated by emergency construction operations (e.g., scrap, wood, pipe, and wiring) and office and field operations (i.e., refuse). Vessel, vehicle, and aircraft operations also produce solid wastes.

WASTE HANDLING

A primary concern in the handling of recovered oil and oily debris is contaminating unaffected areas or recontaminating already cleaned areas. Oily wastes generated during the response operations would need to be separated by type and transferred to temporary storage areas and/or transported to incineration or disposal sites. Proper handling of oil and oily wastes is imperative to ensure personnel health and safety.

WASTE HANDLING (Cont'd)

Safety Considerations

Care should be taken to avoid or minimize direct contact with oily wastes. All personnel handling or coming into contact with oily wastes will wear protective clothing. A barrier cream can be applied prior to putting on gloves to further reduce the possibility of oily waste absorption. Safety goggles are to be worn by personnel involved in waste handling activities where splashing might occur. Any portion of the skin exposed to oily waste should be washed with soap and water as soon as possible. Decontamination zones will be set up during response operations to ensure personnel are treated for oil exposure.

Waste Transfer

During response operations, it may be necessary to transfer recovered oil and oily debris from one point to another several times before the oil and oily debris are ultimately recycled, incinerated or disposed of at an appropriate disposal site. Depending on the location of response operations, any or all of the following transfer operations may occur:

- From portable or vessel-mounted skimmers into flexible bladder tanks, storage tanks of the skimming vessel itself, or a barge.
- Directly into the storage tank of a vacuum device.
- From a skimming vessel or flexible bladder to a barge.
- From a vacuum device storage tank to a barge.
- From a barge to a tank truck.
- From a tank truck to a processing system (e.g., oil/water separator).
- From a processing system to a recovery system and/or incinerator.
- Directly into impermeable bags that, in turn, are placed in impermeable containers.
- From containers to trucks.

There are four general classes of transfer systems that may be employed to affect oily waste transfer operations:

- **Pumps:** Rotary pumps, such as centrifugal pumps, may be used when transferring large volumes of oil, but they may not be appropriate for pumping mixtures of oil and water. The extreme shearing action of centrifugal pumps tends to emulsify oil and water, thereby increasing the viscosity of the mixture and causing low, inefficient transfer rates.

  The resultant emulsion would also be more difficult to separate into oil and water fractions. Lobe or "positive displacement" pumps work well on heavy, viscous oils, and do not emulsify the oil/water mixture. Double-acting piston and double acting diaphragm pumps are reciprocating pumps that may also be used to pump oily wastes.

- **Vacuum Systems**: A vacuum truck may be used to transfer viscous oils but they usually pick up a very high water/oil ratio.

- **Belt/Screw Conveyors:** Conveyors may be used to transfer oily wastes containing a large amount of debris. These systems can transfer weathered debris laden oil either horizontally or vertically for short distances (i.e., 10 feet) but are bulky and difficult to set up and operate.

WASTE HANDLING (Cont'd)

Waste Transfer (Cont'd)

- **Wheeled Vehicles:** Wheeled vehicles may be used to transfer liquid wastes or oily debris to storage or disposal sites. These vehicles have a limited transfer volume (i.e., 100 barrels) and require good site access.

Table F-1 provides a comparative evaluation of 16 types of transfer systems that could be available for transfer operations.

WASTE STORAGE

Interim storage of recovered oil, oily and non-oily waste should be considered to be an available means of holding the wastes until a final management method is selected. In addition, the segregation of wastes according to type would facilitate the appropriate method of disposal. The storage method used would depend upon:

- The type and volume of material to be stored.
- The duration of storage.
- Access.

During an oil spill incident, the volume of oil that can be recovered and dealt with effectively depends upon the available storage capacity. Typical short-term storage options are summarized in Table F-2. The majority of these options can be used either onshore or offshore. If storage containers such as bags or drums are used, the container must be clearly marked and/or color-coded to indicate the type of material/waste contained and/or the ultimate disposal option. Bladder or pillow tanks are acceptable, if the available space can support the weight of both the container and the product.

Fuel barges may be the best option for temporary storage of oil recovered in open waters. Depending on size, these vessels may be able to hold up to 6,000 barrels of oil and water. The barge deck can be used as a platform for operating oil spill clean-up equipment and storing containment booms.

Empty barges have drafts of between four and six feet which would increase when these barges are filled with oil or loaded with cargo. Consequently, they may not be able to enter shallow, nearshore waters.

It may be difficult to offload recovered oil stored inside barges. Due to natural forces which affect spilled oil, recovered oil may be very viscous or emulsified, rather than free-flowing. It may be necessary to use steam to heat viscous oil before pumping it from the barge.

Steel or rubber tanks can be used to store oil recovered near the shoreline. To facilitate offloading, demulsifiers may be used to break emulsions prior to placing the recovered substance into the barges or storage tanks.

Use of any site for storage is dependent on the approval of the local authorities. The following elements affect the choice of a potential storage site:

- Geology.
- Ground water.
- Soil type.
- Flooding.

WASTE STORAGE (Cont'd)

- Surface water.
- Slope.
- Type of material.
- Capacity of site.
- Climatic factors.
- Land use.
- Toxic air emissions.
- Security of site.
- Access to site.
- Public accessibility.

Temporary storage sites should use the best achievable technology to protect the environment and human health. They should be set up to prevent leakage, contact, and subsequent absorption of oil by the soil. The sites should be bermed (1 to 1.5 meters high) and double lined with plastic or visqueen sheets 6-10 mils or greater in thickness, without joints, prior to receiving loose and bagged debris. The edges of the sheet should be weighted with stones or earth to prevent damage by wind, and the sheet should be placed on a sand layer or an underfelt thick enough to prevent piercing. A reinforced access area for vehicles at the edge of the site should be provided. In addition, the oily debris should be covered by secured visqueen or tarps and an adequate stormwater runoff collection system for the size and location of the site would be utilized. Additionally, the sites should be at least 3 meters above mean sea level.

Oily debris can be hauled to approved temporary storage sites in visqueen lined trucks or other vehicles. Burnable, non-burnable, treatable and re-usable materials can be placed in well defined separate areas at temporary storage sites.

When the last of the oily debris leaves a temporary storage site, the ground protection should be removed and disposed of with the rest of the oily debris. Any surrounding soil which has become contaminated with oil should also be removed for disposal or treatment. If the soils were removed for treatment, they may be replaced if testing proves acceptable levels have been achieved. Treatment and remediation is encouraged when feasible. The temporary storage should be returned to its original condition.

WASTE DISPOSAL

Techniques for Disposal of Recovered Oil

Recovery, reuse, and recycling are the best choices for remediation of a spill, thereby reducing the amount of oily debris to be bermed onsite or disposed of at a solid waste landfill. Treatment is the next best alternative, but incineration and burning for energy recovery have more options within the state. There are some limitations and considerations in incinerating for disposal. Environmental quality of incineration varies with the type and age of the pipeline. Therefore, when incineration becomes an option during an event, local air quality authorities would be contacted for advice about efficiency and emissions of facilities within their authority. Approval of the local air authorities is a requirement for any incineration option. Landfilling is the last option. Final disposal at a solid or dangerous waste landfill is the least environmentally sound method of dealing with a waste problem such as oily debris.

WASTE DISPOSAL (Cont'd)

During an oil spill incident, the Company representative will consult with the federal and state On Scene Coordinators (OSCs) to identify the acceptable disposal methods and sites appropriately authorized to receive such wastes. The Company maintains a list of approved disposal sites that satisfy local, state, and federal regulations and company requirements. This identification of suitable waste treatment and disposal sites will be prepared by a Disposal Specialist of the Company's Response Team in the form of an Incident Disposal Plan which must then be authorized by the U.S. Coast Guard and/or the EPA. An Incident Disposal Plan should include predesignated interim storage sites, segregation strategies, methods of treatment and disposal for various types of debris, and the locations/contacts of all treatment and disposal site selections. Onsite treatment/disposal is preferred.

In order to obtain the best overall Incident Disposal Plan, a combination of methods should be used. There is no template or combination of methods that can be used in every spill situation. Each incident should be reviewed carefully to ensure an appropriate combination of disposal methods are employed.

The different types of wastes generated during response operations will require different disposal methods. To facilitate the disposal of wastes, they should be separated by type for temporary storage, transport and disposal. Table F-3 lists some of the options that are available to segregate oily wastes. The table also depicts methods that can be employed to separate free and/or emulsified water from the oily liquid waste.

The following is a brief discussion of some disposal techniques available for recovered oil and oily debris.

Recycling

This technique entails removing water from the oil and blending the oil with uncontaminated oil. Recovered oil can be shipped to refineries provided that it is exempt from hazardous waste regulations. There it can be treated to remove water and debris, and then blended and sold as a commercial product.

The Company's Disposal Specialist is responsible for ensuring that all waste materials are disposed of at a Company internally approved disposal site.

Incineration

This technique entails the complete destruction of the recovered oil by high temperature incineration. There are licensed incineration facilities as well as portable incinerators that may be brought to a spill site. Incineration may require the approval of the local Air Pollution Control Authority. Factors to consider when selecting an appropriate site for onsite incineration include:

- Proximity to recovery locations.
- Access to recovery locations.
- Adequate fire control.
- Approval of the local air pollution control authorities.

WASTE DISPOSAL (Cont'd)

In Situ Burning/Open Burning

Burning techniques entail igniting oil or oiled debris and allowing it to burn under ambient conditions. These disposal techniques are subject to restrictions and permit requirements established by federal, state and local laws. They cannot be used to burn PCBs, waste oil containing more than 1,000 parts per million of halogenated solvents, or other substances regulated by the EPA. Permission for *in situ* burning may be difficult to obtain when the burn takes place near populated areas.

As a general rule, *in situ* burning is appropriate only when atmospheric conditions will allow the smoke to rise several hundred feet and rapidly dissipate. Smoke from burning oil will normally rise until its temperature drops to equal the ambient temperature. Afterwards, it will travel in a horizontal direction under the influence of prevailing winds.

Landfill Disposal

This technique entails burying the recovered oil in an approved landfill in accordance with regulatory procedures. Landfill disposal of free liquids is prohibited by federal law in the United States.

With local health department approval, non-burnable debris which consists of oiled plastics, gravel and oiled seaweed, kelp, and other organic material may be transported to a licensed, lined, approved municipal or private landfill and disposed of in accordance with the landfill guidelines and regulations. Landfill designation should be planned only for those wastes that have been found to be unacceptable by each of the other disposal options (e.g., waste reduction, recycling, energy recovery). Wastes are to be disposed of only at Company-approved disposal facilities. The Company's Disposal Specialist is responsible for ensuring that all waste materials are disposed of at a Company internally approved disposal site. Disposal at a non-approved facility would require approval by the Company's Disposal Specialist prior to sending any waste to such a facility.

TABLE F-1
COMPARATIVE EVALUATION OF OIL SPILL TRANSFER SYSTEMS

CHARACTERISTICS OF TRANSFER SYSTEMS	CENTRIFUGAL PUMP	LOBE PUMP	GEAR PUMP	INTERMESCHING SCREW	VALVE PUMP	FLEXIBLE IMPELLER	SCREW/AUGER PUMP	PROGRESSING CAVITY	PISTON PUMP	DIAPHRAGM PUMP	AIR CONVEYOR	VACUUM TRUCK	PORTABLE VACUUM PUMP	CONVEYOR BELT	SCREW CONVEYOR	WHEELED VEHICLES
High Viscosity Fluids	1	5	5	5	3	2	5	5	5	3	5	4	4	5	4	5
Low Viscosity Fluids	5	2	2	2	3	4	1	3	3	4	5	5	5	1	1	5
Transfer Rate	5	2	1	1	3	4	1	2	2	3	4	5	3	2	2	2
Debris Tolerance																
• Silt/Sand	5	3	1	1	1	4	5	5	3	4	5	5	5	5	5	5
• Gravel/Particulate	5	2	1	1	1	2	5	3	2	3	5	5	4	5	4	5
• Seaweed/Stringy Matter	2	3	4	3	2	2	4	4	3	3	4	4	3	5	4	5
Tendency to Emulsify Fluids	1	4	3	3	3	3	5	5	2	5	5	5	5	5	5	5
Ability to Run Dry	5	3	2	1	2	3	4	3	3	2	5	5	5	4	3	
Ability to Operate Continuously	5	3	2	2	2	3	3	3	4	4	3	3	3	3	2	4
Self Priming	1	3	2	2	2	5	1	5	4	4	5	5	5	5	5	
Suction/Head	2	3	2	2	3	4	1	5	5	2	5	4	3			
Back Pressure/Head	1	5	5	5	4	3	4	5	2	4	1	1	1	3	3	
Portability	5	3	3	2	4	4	3	2					2	1	1	
Ease of Repair	5	3	2	2	3	4	3	2	3	5	1	1	2	3	2	3
Cost	5	B	2	2	3	3	1	2	3	5	1	1	2	2	2	3
Comments	E,J	B	B	B,J		F	A	B	B,D	A,C,D	F,G,I	F,G,I	F,G			G,H,I

KEY TO RATINGS: 5 = Best; 1 = Worst

KEY TO COMMENTS:

A. Normally require remote power sources, thus are safe around flammable fluids.
B. Should have a relief valve in the outlet line to prevent bursting hoses.
C. Air powered units tend to freeze up in sub-freezing temperatures.
D. Units with work ball valves are difficult to prime.
E. Some remotely powered types are designed to fit in a tanker's butterworth hatch.
F. Can also pump air at low pressure.
G. Transfer is batch-wise rather than continuous.
H. Waste must be in separate container for efficient transfer.
I. Transportable with its own prime mover.
J. High shear action tends to emulsify oil and water mixtures.

Table F-2

TEMPORARY STORAGE METHODS

CONTAINER	ONSHORE	OFFSHORE	SOLIDS	LIQUIDS	NOTES
Barrels	x	x	x	x	May require handling devices. Covered and clearly marked.
Tank Trucks	x	x		x	Consider road access. Barge-mounted offshore.
Dump/Flat Bed Trucks	x		x		May require impermeable liner and cover. Consider flammability of vapors at mufflers.
Barges		x	x	x	Liquids only in tanks. Consider venting of tanks.
Oil Storage Tanks	x	x		x	Consider problems of large volumes of water in oil.
Bladders	x	x		x	May require special hoses or pumps for oil transfer.

Table F-3

OILY WASTE SEPARATION AND DISPOSAL METHODS

TYPE OF MATERIAL	SEPARATION METHODS	DISPOSAL METHODS
LIQUIDS		
Non-emulsified oils	Gravity separation of free water	Incineration Use of recovered oil as refinery/ production facility feedstock
Emulsified oils	Emulsion broken to release water by: ● heat treatment ● emulsion breaking ● chemicals ● mixing with sand ● centrifuge ● filter/belt press	Use of recovered oil as refinery/ production facility feedstock
SOLIDS		
Oil mixed with sand	Collection of liquid oil leaching from sand during temporary storage Extraction of oil from sand by washing with water or solvent Removal of solid oils by sieving	Incineration Use of recovered oil as refinery/ production facility feedstock Direct disposal Stabilization with inorganic material Degradation through land farming or composting
Oil mixed with cobbles or pebbles	Screening Collection of liquid oil leaching from materials during temporary storage Extraction of oil from materials by washing with water or solvent	Incineration Direct Disposal Use of recovered oil as refinery/ production facility feedstock
Oil mixed with wood, seaweed and sorbents	Screening Collection of liquid oil leaching from debris during temporary storage Flushing of oil from debris with water	Incineration Direct disposal Degradation through land farming or composting for oil mixed with seaweed or natural sorbents
Tar balls	Separation from sand by sieving	Incineration Direct disposal

APPENDIX G

WORST CASE DISCHARGE ANALYSIS AND SCENARIOS

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Assessment of Worst Case Discharge Western Response Zone (PHMSA 409) G-6

Assessment of Worst Case Discharge Central Response Zone (PHMSA 410) G-15

Assessment of Worst Case Discharge Eastern Response Zone (PHMSA 411) G-25

FORWARD

49 CFR 194.105 (b) states: *The worst case discharge is the largest volume, in barrels (cubic meters), of the following:*

(1) The pipeline's maximum release time in hours, plus the maximum shutdown response time in hours (based on historic discharge data or in the absence of such historic data, the operator's best estimate), multiplied by the maximum flow rate expressed in barrels (cubic meters) per hour (based on the maximum daily capacity of the pipeline), plus the largest line drainage volume after shutdown of the line section(s) in the response zone expressed in barrels; or

(2) The largest foreseeable discharge for the line section(s) within a response zone, expressed in barrels (cubic meters)), based on the maximum historic discharge, if one exists, adjusted for any subsequent corrective or preventive action taken; or

(3) If the response zone contained one or more breakout tanks, the capacity of the single largest tank or battery of tanks within a single secondary containment system, adjusted for the capacity or size of the secondary containment system, expressed in barrels (cubic meters).

Based upon the above criteria, Plantation's Worst Case Volume Discharge for PHMSA Response Zones 409, 410 and 411 will be based upon a brittle fracture tank failure. The Worst Case Discharge Scenarios for the breakout tanks will be explained in detail in this Appendix in the sections titled ***ASSESSMENT OF WORST CASE DISCHARGE.*** Immediately following are the worst case discharge calculations for pipeline releases in PHMSA response zones 409, 410 and 411 respectively.

Worst Case Discharge Pipeline Calculation: 30-Inch Pipeline (PHMSA 409-Western Response Zone)

The worst case discharge for the 30-Inch Pipeline was determined using the criteria outlined in 49 CFR 194.105 (b)(1):

"The pipeline's maximum release time in hours, plus the maximum shut-down response time in hours (based on historic discharge data or in the absence of such historic data, the operator's best estimate), multiplied by the maximum flow rate expressed in barrels per hour (based on the maximum daily capacity of the pipeline), plus the largest line drainage volume after shutdown of the line section(s) in the response zone expressed in barrels (cubic meters);"

METHODOLOGY AND CALCULATIONS

WCD= Worst Case Discharge

WCD= (maximum release time in hours + maximum shut-down response time in hours) x maximum flow rate in barrels per hour + largest line drainage volume in barrels

Worst Case Discharge Pipeline Calculation: 30-Inch Pipeline (PHMSA 409-Western Response Zone) (Cont'd)

(b) (3), (b) (7)(F)

[redacted]

(b) (7)(F), (b) (3)

[redacted]

Worst Case Discharge Pipeline Calculation: 30-Inch Pipeline (PHMSA 410-Central Response Zone)

The worst case discharge for the 30-Inch Pipeline was determined using the criteria outlined in 49 CFR 194.105 (b) (1):

"The pipeline's maximum release time in hours, plus the maximum shut-down response time in hours (based on historic discharge data or in the absence of such historic data, the operator's best estimate), multiplied by the maximum flow rate expressed in barrels per hour (based on the maximum daily capacity of the pipeline), plus the largest line drainage volume after shutdown of the line section(s) in the response zone expressed in barrels (cubic meters);"

METHODOLOGY AND CALCULATIONS

WCD= Worst Case Discharge

WCD= (maximum release time in hours + maximum shut-down response time in hours) x maximum flow rate in barrels per hour + largest line drainage volume in barrels

Worst Case Discharge Pipeline Calculation: 30-Inch Pipeline (PHMSA 410-Central Response Zone) (Cont'd)

Maximum release time = It is essentially the time it takes the system to detect a leak. A maximum worst case detection time for a rupture on the 30" pipeline will be 5 minutes (.083 hours).

(b) (3), (b) (7)(F)

[redacted]

Maximum flow rate = 24,500 barrels per hour

(b) (7)(F), (b) (3)

[redacted]

Worst Case Discharge Pipeline Calculation: 26-Inch Pipeline (PHMSA 411-Eastern Response Zone)

The worst case discharge for the 26-Inch Pipeline was determined using the criteria outlined in 49 CFR 194.105 (b) (1):

"The pipeline's maximum release time in hours, plus the maximum shut-down response time in hours (based on historic discharge data or in the absence of such historic data, the operator's best estimate), multiplied by the maximum flow rate expressed in barrels per hour (based on the maximum daily capacity of the pipeline), plus the largest line drainage volume after shutdown of the line section(s) in the response zone expressed in barrels (cubic meters);"

METHODOLOGY AND CALCULATIONS

WCD= Worst Case Discharge

WCD= (maximum release time in hours + maximum shut-down response time in hours) x maximum flow rate in barrels per hour + largest line drainage volume in barrels

Worst Case Discharge Pipeline Calculation: 26-Inch Pipeline (PHMSA 411-Eastern Response Zone) (Cont'd)

Maximum release time = It is essentially the time it takes the system to detect a leak. A maximum worst case detection time for a rupture on the 26" pipeline will be 5 minutes (.083 hours).

(b) (3), (b) (7)(F)

[redacted]

Maximum flow rate = 16,000 barrels per hour

(b) (7)(F), (b) (3)

[redacted]

ASSESSMENT OF WORST CASE DISCHARGE
Western Response Zone (PHMSA 409)

G.1 PURPOSE

This Appendix provides an assessment of the worst case discharge scenario developed for the Western Response Zone and describes how Kinder Morgan would respond to the scenario.

G.2 OBJECTIVE

The objective of assessing the worst case discharge is to develop a response plan to respond to the threat of an oil discharge and to contain, clean up and mitigate an oil discharge within the shortest feasible time. Developing the capability to prevent or mitigate adverse effects on natural resources, protect environmentally sensitive areas, municipal and other services at risk is implied.

A general discussion of initial assessment factors and containment and clean-up strategies is located in the "Containment and Recovery Strategy" section of the Resource Manual.

G.3 WORST CASE DISCHARGE FROM BREAKOUT TANKAGE

G.3.A LOCATION OF THE INCIDENT

(b) (7)(F), (b) (3) [redacted]

(b) (3), (b) (7)(F) [redacted]

G.3.B TYPE AND VOLUME OF PETROLEUM PRODUCT

Type

Gasoline

Volume

A worst case discharge scenario involving breakout tankage uses the single largest volume tank for the response zone, adjusted for the size of the secondary containment system. The maximum safe fill level in (b) (7) (F) [redacted] barrels, the largest single tank volume on Plantation's system. Tank 147 is surrounded by a four foot high secondary containment dike with sufficient capacity to contain the entire contents of the tank.

ASSESSMENT OF WORST CASE DISCHARGE
Western Response Zone (PHMSA 409) (Cont'd)

G.3.B TYPE AND VOLUME OF PETROLEUM PRODUCT (Cont'd)

This scenario assumes 50% of the total spill volume spilled escaped secondary containment per PHMSA guidance. Collins Tank Farm has a catchment basin to handle all stormwater runoff leaving the tank farm property, but this impoundment is designed only to handle a small spill from a manifold equipment failure.

Based on the tank farm topography and catchment basin volume, it is assumed that 98% of the volume escaping secondary containment would escape the property entirely. Thus, the spill volume is:

(b) (7)(F), (b) (3) [redacted]

G.3.C TIME OF YEAR/ADVERSE WEATHER CONDITIONS

Time of Year

The scenario takes place in the month of January. This month is chosen because it is when the ambient temperatures occur most frequently which are likely to allow a brittle fracture type tank failure to occur. The scenario begins at dusk.

Adverse Weather (Affecting Release Detection and Shutdown Times)

Scenario calls for wet weather (steady rain) with temperatures in the mid-30's. The rain event will provide additional means to transport spilled product to navigable waters. The adverse weather would not have an impact on the detection of the release and the maximum shutdown times. The maximum time to detect the release will be 1-2 minutes. The maximum time to shut down the pipeline will be 15 minutes or less.

G.3.D TOPOGRAPHY, DRAINAGE AND RESOURCES AT RISK

Topography

Topography of the selected release point is a graded, grassy area of low hills. The property is drained by a small unnamed spring-fed stream (henceforth referred to as Kola Branch) through a wooded rural area. About one mile south of the tank farm Kola Branch enters Okatoma Creek near the railroad crossing of Okatoma Creek, approximately ½ mile south and east of the town of Collins, Mississippi.

Drainage

See "Volume" discussion above. It is assumed that all of the product escaping Plantation property would exit the tank farm along Kola Branch. It is difficult to estimate the volume of product that would reach Okatoma Creek, since the volume of product reaching Kola Branch would be considerably greater than normal volumes carried by the branch.

G.3.D TOPOGRAPHY, DRAINAGE AND RESOURCES AT RISK (Cont'd)

Resources at Risk

Public safety would be the top priority concern for any spill scenario. While it is believed that members of the general public would be at immediate risk for the given scenario, Kinder Morgan would react quickly to establish communications with the appropriate local emergency responders listed under Covington and Forest Counties in Section 2.0. The purpose of this communication would be to coordinate Kinder Morgan's response to this specific incident with these agencies in order to best utilize available resources to protect the general public as the spill event progresses.

Specific actions will be discussed further under "Countermeasures" below.

Okatoma Creek flows through a remote rural area, with few road crossings and residential areas along its banks between Kola Branch and Hattiesburg. The railroad has a rail line that parallels the east bank of the Okatoma at distances ranging from approximately 500 to 2000 feet. US Hwy. 49 parallels the west bank of the creek at distances ranging from approximately 2000 feet to 2 miles. Approximately 4.8 miles downstream of Kola Branch, the creek passes immediately west of the small town of Seminary. Approximately 6.5 miles downstream of Seminary, the creek passes immediately west of the small town of Sanford. Hattiesburg is approximately 25 miles downstream.

As indicated in Section 6.0, there are no indications of any public water supply intakes being directly at risk as a result of this scenario. There is a sewage disposal plant indicated on the USGS maps at Seminary.

Upon arrival onsite, Kinder Morgan would also work closely with officials from EPA Region IV, and the Mississippi Department of Environmental Quality (MDEQ) to identify natural resources threatened by the spill and which countermeasures would prove most effective in protecting these resources. This activity includes protection, if possible, of endangered species, wildlife areas and public recreation areas. The U.S. Fish and Wildlife Service office in Jackson, Mississippi indicates that presently, there are no listed endangered species in Covington County.

There are no historical landmarks immediately threatened by this scenario.

G.3.E COUNTERMEASURES

The following activities would be performed in accordance with "Response Actions", and the Response Manual's "Containment and Recovery Strategy" section.

G.3.E COUNTERMEASURES (Cont'd)

Notification

Upon discovery of the release by operations personnel at Collins Station, the notification of Kinder Morgan personnel, contract responders and governmental agencies would proceed in accordance with Section 2.0.

- Kinder Morgan

  For a tank failure occurring as described above, it would be clear from the outset that a prompt response from the entire area emergency response team would be appropriate. Response personnel from the Collins, Baton Rouge and Helena areas and the Corporate Headquarters at Atlanta would be mobilized.

  This would result in an initial compliment of approximately 15-25 Kinder Morgan personnel onsite within the first four to six hours of the response with an additional 5-10 support personnel mobilized at the Corporate Headquarters. This compliment would be fully qualified to fulfill the various functions identified in the Incident Command System in Appendix B. Kinder Morgan would also make back-up and relief personnel available from other response areas for a spill of this magnitude.

  In addition to personnel, Kinder Morgan would immediately mobilize the response equipment listed at Baton Rouge, Collins and Helena in Appendix C. This equipment would also arrive onsite within the first four to six hours of the response. It is anticipated that Kinder Morgan response personnel would use areas of Collins Station unaffected by the release as the initial staging location for this response.

- Contractors

  As part of the Initial Notification Procedure, key area contractors would be notified within the first hour of the response. For the given scenario, DDS Enterprises (DDS) of Collins, MS, Don Miller & Associates, Inc., (Miller) of Baton Rouge, Louisiana, Bradford Brothers Inc. (BBI) of Brookhaven, Mississippi, L E Bell Construction Inc., (Bell), of Heflin, Alabama, and US Environmental Services (USES) of Jackson, MS, would be mobilized and asked to send trained personnel and equipment to the closest staging location in anticipation of a spill clean-up operation. Using the "35-mph" rule for response contractors and adding an additional hour for notification, it is estimated that Miller resources would arrive within five (5) hours of the release, Bell resources would arrive

G.3.E COUNTERMEASURES (Cont'd)

within nine (9) hours of the release, BBI resources would begin to arrive within three (3) hours of the release, DDS resources would arrive within two (2) hours of the release and USES resources would arrive within three (3) hours of the release.

This action could provide at least 100 additional HAZWOPER-trained personnel as labor for the response operation, as well as several hundred additional feet of boom, skimmers, earth moving equipment, pipeline repair equipment and other appropriate equipment for response operations. Detailed listings of available equipment are available in Appendix C.

- Mutual Aid

  Kinder Morgan is a member of Collins Mutual Aid, a group of Covington County oil industry members. This group offers personnel and equipment (in particular, several hundred feet of boom) to its members when spills occur in Covington County. Historically, the Collins Mutual Aid has a good reputation of assistance and cooperation in response to member spill events.

- Governmental Agencies

  In accordance with the Initial Notification Procedure in Section 2.0, the following Federal and State Agencies would be notified by the Qualified Individual within one (1) hour of discovery:

  - National Response Center
  - EPA Region IV
  - Mississippi Dept. of Environmental Quality (MDEQ)
  - Mississippi Emergency Management Agency
  - Covington and Forrest County Local Emergency Planning Committees

  As the response progressed and additional information as to the specific location of the emergency was discovered and/or reporting requirements were met, the following additional agencies would be directly contacted:

G.3.E COUNTERMEASURES (Cont'd)

- Office of Pipeline Safety, Southern Region
- US Coast Guard Sector Mobile

Subsequent communications between specific Kinder Morgan response team members and these agencies would flow freely on an individual basis as is necessary.

At the same time the Qualified Individual is making the above notifications, the Collins Area Manager would be contacting the appropriate local response organizations of Covington and Forrest Counties listed in Section 2.0.

Isolation

The affected tank would be isolated by Kinder Morgan's operations personnel by closing the manifold valve to Tank 147. In addition, other pipeline operations at Collins Station would in all likelihood need to be halted to protect against the accidental ignition of the released product. These actions would isolate the tank to the greatest extent possible. Once the station was shutdown, personnel would in all likelihood evacuate to the Collins maintenance offices, located uphill and across MS Highway 588 from the tank farm.

Site Assessment

Upon arrival at the area affected by the release, the first action by Kinder Morgan's Emergency Response Team (employees and contractors) would be to assess the magnitude of the emergency in order to prioritize subsequent response actions and allocate available resources accordingly. As is clear from the information discussed thus far, the extent of travel of the spill upon arrival of the Response Team would be dependent upon several variables. Spread of the spill off Plantation property would be exclusively down Kila Branch, and it is believed that a small but significant portion of the spilled volume escaping secondary containment would remain between Tank 147 and Okatoma Creek. It is difficult to estimate the amount or speed at which spilled product would reach Okatoma Creek. For purposes of this scenario, it is assumed that the leading edge of the spill would reach Okatoma Creek thirty minutes after the tank failure, and that the majority of the release would eventually reach Okatoma Creek.

ASSESSMENT OF WORST CASE DISCHARGE
Western Response Zone (PHMSA 409) (Cont'd)

G.3.E COUNTERMEASURES (Cont'd)

Okatoma Creek is a moderately fast waterway with a relatively wide floodplain. The creek has a history of coming out of its normal banks during moderate storm events. For the purposes of this scenario, it is estimated that the average channel velocity is approximately 2 ft/s, or 1.36 mph.

The following landmarks have been identified along the Okatoma Creek downstream of the release source point:

approximate distance downstream from release point (miles):	Hours:	Item:
1.25	30 minutes	Kola Branch enters Okatoma Creek
1.3	32 minutes	Railroad crossing
1.4	37 minutes	Road crossing Kola
6.0	4.0	MS Hwy 590 x-ing; town of Seminary
9.0	6.2	Access road Fairchild Landing
13.0	9.1	Road crossing, town of Sanford
16.5	11.7	Road crossing
17.3	12.3 (dawn)	Forrest County Line
17.5	12.4	Okatoma Creek enters Bowie River
20.7	14.8	Railroad Crossing
20.8	14.9	Road crossing
24.3	17.4	I-59 crossing
28.3	20.4	Bowie River enters Leaf River at Hattiesburg

For the purposes of this discussion, it is assumed that the assessment process begins one hour after release discovery, and product has moved approximately 0.7 miles down Okatoma Creek from the Kola Branch entry.

G.3.E COUNTERMEASURES (Cont'd)

Initial assessment would reveal that a) a visible layer of gasoline was on Kola Branch from the tank farm to Okatoma Creek, b) small amounts of gasoline were present in liquid form all along the banks of Kola Branch, and c) gasoline was visible on Okatoma Creek at the first downstream road crossing, but not at the town of Seminary farther downstream.

The top priority activity would be to start monitoring hazardous atmosphere levels (particularly explosive atmosphere) at the railroad crossing and first downstream road crossing of Okatoma Creek as well as in the immediate vicinity of the Kola Branch area to determine if evacuation of these areas was necessary. These evacuations would be conducted immediately by the available personnel if conditions warranted. The assistance of local responders would be essential to assist with evacuations and halt and reroute traffic. The appropriate railroad company contact is listed in Section 2.0. A decision by Kinder Morgan to evacuate and/or detour traffic would be based on the hazardous atmosphere levels found in Section 3.0. As the leading edge of the spill progressed down Okatoma Creek, further air monitoring would be required at all points where public contact with the spill was likely, and access to these areas must be controlled accordingly.

Once the immediate safety of the general public had been assured, efforts would begin to stem the spread of the release and to minimize the release volume. Response resources would at various points along Okatoma Creek to contain and collect the release.

Containment and Collection

Several factors would hamper efforts to collect and contain released gasoline during the early stages of this release. The combined effects of continuing rain, darkness and flood stage conditions on the creek would make both assessment of suitable collection points and deployment of equipment extremely hazardous and difficult.

Further, historical cases of pipeline releases under similar conditions has shown that: 1) as the release travels downstream, the product tends to become agitated by the floodwaters to the point where it is indistinguishable from floodwaters heavy with sediments, and 2) the deployment of boom across even a moderate-sized stream during flood conditions is often only marginally effective in trapping product due to underflow caused by swift currents.

G.3.E COUNTERMEASURES (Cont'd)

Nonetheless, extensive efforts would be made to identify several locations where the release could be contained and collected, using the available resources identified above and the various methods described in the Resource Manual. Due to the potential ignitability of gasoline, efforts at containment would be established at downstream locations prior to the arrival of the leading edge of product whenever possible. Efforts would most likely be focused on downstream narrows such as bridge crossings, as well as "eddies" along the sides of the crossings, as well as "eddies" along the sides of the main channel where flow stops and product might naturally collect.

Efforts would be made to boom the creek close to the source point, before the release becomes agitated. However, this action may prove infeasible dependent upon the explosive atmosphere levels monitored in the area. Worker safety would always take precedent over product containment during response operations.

As shown in the table on page 6, the lead edge of product would be approximately 17 miles downstream from the source point by dawn of the following day, and would pass by the city of Hattiesburg during the following day. Dependent upon the success of efforts to stop the product at several points upstream, it would be a logical step to establish a containment and collection operation at points downstream where channel velocity slows.

Contained product would be collected and placed in tank trucks provided by contractors listed in Section 2.0. Arrangements would be made with the appropriate governmental agencies to transport collected gasoline back to Collins or Baton Rouge or both locations if necessary. Sufficient space would be made in Plantation's breakout tankage at these locations to handle any volume of discharge collected. In addition to collection of all detectable "free" product, Kinder Morgan would work with EPA and MDEQ to establish other suitable means of site mitigation.

Site Discontinuation

In general, response operations to contain, collect and clean-up product would continue until both Kinder Morgan and the various appropriate governmental agencies were satisfied that further immediate actions were unnecessary.

ASSESSMENT OF WORST CASE DISCHARGE
Central Response Zone (PHMSA 410)

G.4 PURPOSE

This Appendix provides an assessment of the worst case discharge scenario developed for the Central Response Zone and describes how Kinder Morgan would respond to the scenario.

G.5 OBJECTIVE

The objective of assessing the worst case discharge is to develop a response plan to respond to the threat of an oil discharge and to contain, clean up and mitigate an oil discharge within the shortest feasible time. Developing the capability to prevent or mitigate adverse effects on natural resources, protect environmentally sensitive areas, municipal and other services at risk is implied.

A general discussion of initial assessment factors and containment and clean-up strategies is located in the "Containment and Recovery Strategy" section of the Resource Manual.

G.6 WORST CASE DISCHARGE FROM BREAKOUT TANKAGE

G.6.A LOCATION OF THE INCIDENT

(b) (7)(F), (b) (3) [redacted]

(b) (3), (b) (7)(F) [redacted]

G.6.B TYPE AND VOLUME OF PETROLEUM PRODUCT

Type
Turbine Fuel

Volume
A worst case discharge scenario involving breakout tankage uses the single largest volume tank for the response zone, adjusted for the size of the secondary containment system. (b) (3), (b) (7)(F) [redacted] m allows for a maximum fill volume of (b) (7)(F), (b) (3) [redacted] the largest single tank volume in Plantation's Central Division Response Zone. (b) (3), (b) (7)(F) [redacted] surrounded by a ten foot high secondary containment dike common with two other tanks with sufficient capacity to contain the entire contents of (b) (3), (b) (7)(F) [redacted]

CENTRAL RESPONSE ZONE

ASSESSMENT OF WORST CASE DISCHARGE
Central Response Zone (PHMSA 410) (Cont'd)

G.6.B TYPE AND VOLUME OF PETROLEUM PRODUCT (Cont'd)

This scenario assumes that 50% of the total spill volume escaped secondary containment per PHMSA guidance.

It is assumed that due to the position of Tank 127 on the tank farm and the direction of the release, the product bypasses secondary containment and leaves the property immediately. Thus, the spill volume is:

(b) (7)(F), (b) (3) [redacted]

G.6.C TIME OF YEAR/ADVERSE WEATHER CONDITIONS

Time of Year

The scenario takes place in the month of January. This month is chosen because it is when the ambient temperatures occur most frequently which are likely to allow a brittle fracture type tank failure to occur. The scenario begins at dusk.

Adverse Weather (Affecting Release Detection and Shutdown Times)

Scenario calls for wet weather (steady rain) with temperatures in the mid-30's. The rain event will provide additional means to transport spilled product to navigable waters. The adverse weather would not have an impact on the detection of the release and the maximum shutdown times. The maximum time to detect the release will be 1-2 minutes. The maximum time to shut down the pipeline will be 15 minutes or less.

G.6.D TOPOGRAPHY, DRAINAGE AND RESOURCES AT RISK

Topography

Topography of the selected release point is a graded, grassy area of low hills. The property is adjacent to Business 27, with [redacted] located approximately 300 feet from the highway. A shopping center is located on a separate hill across the highway from the tank farm. The surrounding area is a mostly rural, with some development, wooded area of low, rolling hills.

Drainage

For the purposes of this exercise it is assumed that product would reach Business 27 at the crest of a small ridge and would drain in both a northerly and southerly direction. Product flowing north would enter Turkey Creek after traveling approximately 1000 feet north in the drainage ditches along Business 27. Turkey Creek then flows through Devonshire and Stonebridge subdivisions, Lions Golf Club to the west and continues in a

G.6.D TOPOGRAPHY, DRAINAGE AND RESOURCES AT RISK (Cont'd)

southwesterly direction toward Younts Lake in Carroll County. Product flowing south would enter Little Turkey Creek after traveling approximately 1800 feet south in the drainage ditches along Business 27. Little Turkey Creek then flows in a southwesterly direction towards a reservoir northeast of Mt. Zion in Carroll County. It is difficult to estimate the volume of product that would reach the creeks, since the volume of product reaching the US 27 drainage ditches would be considerably greater than normal volumes carried by these ditches.

Resources at Risk

Public safety would be the top priority concern for any spill scenario. Kinder Morgan would react quickly to establish communications with the appropriate local emergency responders listed under Carroll and Haralson Counties in Section 2.0. The purpose of this communication would be to coordinate Kinder Morgan's response to this specific incident with these agencies in order to best utilize available resources to protect the general public as the spill event progresses. Specific actions will be discussed further under "Countermeasures" below.

After passing through Devonshire and Stonebridge subdivisions, and Lions Golf Club, Turkey Creek flows through a relatively remote rural area. Turkey Creek crosses under the US Hwy 27 and I-20 before reaching Camp Waco, rural land. Turkey Creek continues south to watershed #36, two miles north of the town of Mt. Zion. Below this watershed, the creek continues on towards the town of Bowden, GA.

Little Turkey Creek flows through the interchange of I-20 and US Highway 27 and continues to an impoundment of water 1-1/2 miles northeast of Mt. Zion. Below this impoundment, Little Turkey Creek enters Turkey Creek (described above).

As indicated in Section 6.0, there are public water supply intakes potentially at risk as a result of this scenario.

Upon arrival onsite, Kinder Morgan would also work closely with officials from EPA Region IV, and the Georgia Department of Natural Resources (GA DNR) to identify natural resources threatened by the spill and which countermeasures would prove most effective in protecting these resources. This activity includes protection if possible of endangered species wildlife areas and public recreation areas. The U.S. Fish and Wildlife service office in Atlanta, Georgia indicates that presently, there are no listed endangered species in Haralson County.

There are no known historical landmarks immediately threatened by this

G.6.E COUNTERMEASURES

scenario. The following activities would be performed in accordance with Section 3.0, "Response Actions", and the Resource Manual's "Containment and Recovery Strategy" section.

Notification

Upon discovery of the release by operations personnel at Bremen Tank Farm, the notification of Kinder Morgan personnel, contract responders and governmental agencies would proceed in accordance with Section 2.0.

- Kinder Morgan

  For a tank failure occurring as described above, it would be clear from the outset that a prompt response from the entire area emergency response team would be appropriate. The tank failure would be visible to the Operations Control Room at Bremen Tank Farm, which is manned 24-hours a day by one operator. These personnel would begin the Initial Notification procedure. Response personnel from the Bremen, Helena, Jersey and Doraville maintenance groups and the Alpharetta Office would be mobilized. This would result in an initial compliment of approximately 20-30 Kinder Morgan personnel onsite within the first three hours of the response, with an additional 5-10 support personnel mobilized at the Corporate Headquarters. This compliment would be fully qualified to fulfill the various functions identified in the Incident Command System in Section 4. Kinder Morgan would also make backup and relief personnel available from other response areas for a spill of this magnitude.

  In addition to personnel, Kinder Morgan would immediately mobilize the response equipment listed at Bremen, Helena, Jersey and Doraville in Appendix C. This equipment would also arrive onsite within the first three hours of the response. It is anticipated that Kinder Morgan response personnel would use areas of Bremen Tank Farm unaffected by the release as the initial staging location for this response.

- Contractors

  As part of the Initial Notification Procedure, key area contractors would be notified within the first hour of the response. For the given scenario, SWS Environmental, of Atlanta, GA, L E Bell Construction Inc., (Bell), of Heflin, Alabama, and US Environmental, of Birmingham, AL would be mobilized and asked

G.6.E COUNTERMEASURES (Cont'd)

to send trained personnel and equipment to the staging location to participate in a spill clean-up operation. Using the "35-mph" rule for response contractors and adding an additional hour for notification, it is estimated that Bell resources would arrive within two hours of the release, SWS resources would arrive within four hours of the release, and US Environmental resources would begin to arrive within six hours of the release.

This action could provide at least 100 additional HAZWOPER-trained personnel as labor for the response operation, as well as several hundred additional feet of boom, skimmers, earth moving equipment, pipeline repair equipment and other appropriate equipment for response operations. Detailed listings of available equipment are available in Appendix C.

- Governmental Agencies

In accordance with the Initial Notification Procedure in Section 2.0, the following Federal and State Agencies would be notified by the Qualified Individual within one hour of discovery:

- National Response Center
- EPA Region IV
- Georgia Department of Natural Resources, Environmental Protection Division (GA EPD)
- Georgia Emergency Response Commission
- West Georgia Regional LEPC

As the response progressed and additional information as to the specific location of the emergency was discovered and/or reporting requirements were met, the following additional agencies would be directly contacted:

- PHMSA, Office of Pipeline Safety, Southern Region
- US Coast Guard Sector Charleston

Subsequent communications between specific Kinder Morgan response team members and these agencies would flow freely on an individual basis as is necessary.

At the same time the Qualified Individual is making the above notifications, the Bremen Operations Manager would be contacting the appropriate local response organizations of Haralson and Carroll Counties listed in Section 2.0.

ASSESSMENT OF WORST CASE DISCHARGE
Central Response Zone (PHMSA 410) (Cont'd)

G.6.E COUNTERMEASURES (Cont'd)

Isolation

The affected tank would be isolated by Kinder Morgan's operations personnel by closing the manifold valve to Tank 127. This action would isolate the tank to the greatest extent possible. Because of the distance of the spill from occupied buildings at Bremen Tank Farm, the direction of spill travel away from the tank farm and the relatively low chance of ignitability of turbine fuel, the Tank Farm in all likelihood would not need to be evacuated in this scenario.

Site Assessment

Upon arrival at the area affected by the release, the first action by Kinder Morgan's Emergency Response Team (employees and contractors) would be to assess the magnitude of the emergency in order to prioritize subsequent response actions and allocate available resources accordingly. As is clear from the information discussed thus far, the extent of travel of the spill upon arrival of the Response Team would be dependent upon several variables.

Spread of the spill off Plantation property would be both north and south along the drainage ditch on the east side of US Highway 27. Due to the nature of the tank failure it is a reasonable assumption that a small but significant amount of product would actually spill onto US 27. It is very difficult to accurately estimate what quantities of product would reach the drainage ditches and transport away from the immediate area, and it is believed that a significant portion of the spilled volume escaping secondary containment would remain between Tank 127 and US 27.

It is difficult to estimate the amount or speed at which spilled product would reach either Turkey Creek or Little Turkey Creek, which are 1000 feet and 1800 feet from Tank 127, respectively. For purposes of this scenario, it is assumed that the north leading edge of the spill would reach Turkey Creek thirty minutes after the tank failure, and that the south leading edge of the spill would reach Little Turkey Creek one hour after the tank failure. For purposes of this exercise, the release is estimated to be distributed as follows:

- (b) (3), (b) (7)(F) [redacted]
- [redacted]

CENTRAL RESPONSE ZONE

ASSESSMENT OF WORST CASE DISCHARGE
Central Response Zone (PHMSA 410) (Cont'd)

G.6.E COUNTERMEASURES (Cont'd)

- (b) (3), (b) (7)(F) [redacted]
- [redacted]

Turkey Creek is a moderately fast waterway. For the purposes of this scenario, it is estimated that the average channel velocity is approximately 2 ft/s. The following landmarks have been identified downstream of the release entry point:

approximate distance downstream from release point (miles):	Hours:	Item:
0.0	30 minutes	entry point (Bus. 27)
0.1	35 minutes	**small pond** west of Bus. 27 (delays product 30 additional minutes)
1.1	1.8	US Hwy 27 crossing
2.6	2.9	I-20 crossing
2.8	3.0	enters **lake at Camp Waco** (delays product 1 additional hour)
3.0	4.0	over spillway at lake at Camp Waco
3.9	4.6	product enters marsh area (slows to 1 ft/s)
4.7	5.7	product enters **watershed #36** (two miles north of town of Mt. Zion - city water supply. Delays product additional 1.5 hours.)
5.0	7.2	over spillway at watershed #36.
6.1	8.0	Little Turkey Creek Junction
6.4	8.2	GA Hwy 16 crossing.

approximate distance downstream from release point (miles):	Hours:	Item:
9.1	10.0	(daybreak)
15.5	15.0	GA Hwy 100 crossing. (7 road crossings in-between). Indian Creek junction.
17.4	16.4	City of Bowdon water supply.

CENTRAL RESPONSE ZONE

ASSESSMENT OF WORST CASE DISCHARGE
Central Response Zone (PHMSA 410) (Cont'd)

G.6.E COUNTERMEASURES (Cont'd)

Little Turkey Creek is also a moderately fast waterway. For the purposes of this scenario, it is estimated that the average channel velocity is also approximately 2 ft/s. The following landmarks have been identified downstream of the release entry point:

approximate distance downstream from release point (miles):	Hours:	Item:
0.0	1.0	entry point (**small pond** east of Bus. 27, delays 40 additional minutes)
0.0	1.7	over spillway of small pond
0.5	2.1	enters culvert north of I-20/US 27 interchange (speed increases to 3 ft/s)
0.7	2.2	exits culvert south of I-20/US 27 interchange (speed returns to 2 ft/s)
1.7	3.0	road crossing
1.8	3.1	road crossing
2.3	3.5	road crossing
3.6	4.3	enters **watershed on Little Turkey Creek** northeast of Mt. Zion - probable city water source. Delays product additional 2 hours)
4.3	6.3	over watershed spillway
4.4	6.4	road crossing
5.8	7.5	road crossing
6.5	8.0	Turkey Creek Junction

For the purposes of this discussion, it is assumed that assessment would begin approximately 20 minutes after the release occurred.

Initial site assessment would reveal that a) a large amount of turbine fuel was on the ground between the dike of Tank 127 and US 27, as well as some product on the roadway b) a large amount of turbine fuel was draining away from the site in the east drainage ditches of US 27 in both the northern and southern directions c) the lead edges of the turbine fuel was just reaching Turkey Creek where it headed under US 27 to the north, and headed towards Little Turkey Creek to the south.

G.6.E COUNTERMEASURES (Cont'd)

The top priority activity would be to conduct an immediate evacuation of the area initially impacted by the spill in accordance with Appendix D. Given the proper conditions, Turbine Fuel can be ignited by various ignition sources in the area such as automobiles. Because the purpose of this exercise is to discuss a scenario where a large volume spill occurs, and a fire event would reduce the total volume of spilled product, it is assumed for the purposes of this discussion that no ignition of the spill occurs. Using local emergency responders available, and Kinder Morgan personnel if needed, the shopping center and other businesses across US 27 from the tank farm would be evacuated and Business 27 would be closed to traffic (traffic could be rerouted around the site using US Highway 27).

In conjunction with the evacuation, employees from Bremen would begin monitoring hazardous atmosphere levels (particularly explosive atmosphere) at the spill site to establish an appropriate hazard zone in accordance with Section 3.0. As the leading edge of the spill progressed away from the initial site towards Turkey Creek and Little Turkey Creek, further air monitoring would be required at all points where public contact with the spill was likely, and access to these areas must be controlled accordingly.

Once the immediate safety of the general public has been assured, efforts would begin to stem the spread of the release and to minimize the release volume. Response resources would be positioned and deployed at various points along Turkey Creek and Little Turkey Creek to contain and collect the release.

Containment And Collection

Several factors would hamper efforts to collect and contain released turbine fuel during the early stages of this release. The combined effects of continuing rain, darkness and flood stage conditions on the creek would make both assessment of suitable collection points and deployment of equipment extremely hazardous and difficult. Further, historical cases of pipeline releases under similar conditions has shown that: 1) as the release travels downstream, the product tends to become agitated by the floodwaters to the point where it is indistinguishable from floodwaters heavy with sediments, and 2) the deployment of boom across even a moderate-sized stream during flood conditions is often only marginally effective in trapping product due to splashover and underflow caused by swift currents.

Nonetheless, extensive efforts would be made to identify several locations where the release could be contained and collected, using the available resources identified above and the various methods described in the

G.6.E COUNTERMEASURES (Cont'd)

Resource Manual. Due to the potential ignitability of turbine fuel, efforts at containment would be established at downstream locations prior to the arrival of the leading edge of product whenever possible. Efforts would most likely be focused on the various ponds and impoundments along both Turkey Creek and Little Turkey Creek, which serve as natural collection points.
Attempts would be made to place boom immediately upstream of the impoundment outfalls. Additional possibilities for boom placement includes downstream narrows such as bridge crossings, as well as "eddies" along the sides of the main channel where flow stops and product might naturally collect.

Efforts would also be made to contain turbine fuel close to the source point, before the release enters the two creeks. This would be possible through construction of small dikes at several point in the north and south drainage ditches to contain turbine fuel for collection. However, this action may prove infeasible dependent upon the explosive atmosphere levels monitored in the area. Worker safety would always take precedent over product containment during response operations.

As shown earlier in this Appendix, the lead edge of product would be approximately 10 miles downstream from the source point by dawn of the following day, and would pass by the city of Bowdon during the following day. Dependent upon the success of efforts to stop the product at several points upstream, it would be a logical step to establish a containment and collection operation at points downstream where channel velocity slows.

Contained product would be collected and placed and tank trucks provided by contractors listed in Section 2.0. Arrangements would be made with the appropriate governmental agencies to transport collected gasoline back to Bremen. Sufficient space would be made in Plantation's breakout tankage at this location to handle any volume of discharge collected. In addition to collection of all detectable "free" product, Kinder Morgan would work with EPA and GA EPD to establish other suitable means of site mitigation.

Site Discontinuation

In general, response operations to contain, collect and clean-up product would continue until both Kinder Morgan and the various appropriate governmental agencies were satisfied that further actions were unnecessary.

ASSESSMENT OF WORST CASE DISCHARGE
Eastern Response Zone (PHMSA 411)

G.7 PURPOSE

This Appendix provides an assessment of the worst case discharge scenario developed for the Eastern Response Zone and describes how Kinder Morgan would respond to the scenario.

G.8 OBJECTIVE

The objective of assessing the worst case discharge is to develop a response plan to respond to the threat of an oil discharge and to contain, clean up and mitigate an oil discharge within the shortest feasible time. Developing the capability to prevent or mitigate adverse effects on natural resources, protect environmentally sensitive areas, municipal and other services at risk is implied.

A general discussion of initial assessment factors and containment and clean-up strategies is located in the Resource Manual's "Containment and Recovery Strategy" section.

G.9 WORST CASE DISCHARGE FROM BREAKOUT TANKAGE

G.9.A LOCATION OF THE INCIDENT

(b) (7)(F), (b) (3) [redacted]

This location is approximately 4 miles west of Greensboro proper, located off of Interstate Highway 40, Guilford County, North Carolina.

G.9.B TYPE AND VOLUME OF PETROLEUM PRODUCT

Type

Diesel Fuel

Volume

A worst case discharge scenario involving breakout tankage uses the single largest volume tank for the response zone, adjusted for the size of the secondary containment system. The maximum safe fill level in Tank 172 at the Greensboro Tank Farm allows for a maximum fill volume of (b) [redacted], the largest single tank volume in Plantation's Eastern (7) Response Zone. Tank 172 is surrounded by an earthen secondary (F) containment dike common with four other tanks with sufficient capacity to contain the entire contents of Tank 172.

EASTERN RESPONSE ZONE

ASSESSMENT OF WORST CASE DISCHARGE
Eastern Response Zone (PHMSA 411) (Cont'd)

G.9.B TYPE AND VOLUME OF PETROLEUM PRODUCT (Cont'd)

This scenario assumes a brittle fracture type failure occurs similar to the Ashland Oil spill at Floreffe, PA on January 2, 1988. It is assumed this occurrence would create a "tidal-wave-like surge" similar to the Ashland spill. Statistics from the Ashland incident indicate that approximately 18% of the total spill volume spilled escaped secondary containment into the Monongahela River. For planning purposes for this scenario, it is assumed that 50% of the total spill volume will escape Tank 172's secondary containment system in a manner similar to the Ashland incident. The Greensboro Terminal has a catchment basin to handle all storm water runoff leaving the tank farm property, but this impoundment is designed only to handle a smaller spill. Based on the terminal topography and catchment basin volume (approximately 14,000 bbls), it is assumed that 75% of the volume escaping secondary containment would escape the property entirely. Thus, the spill volume is:

(b) (7)(F), (b) (3) [redacted]

G.9.C TIME OF YEAR/ADVERSE WEATHER CONDITIONS

Time of Year

The scenario takes place in the month of January. This month is chosen because it is when the ambient temperatures occur most frequently which are likely to allow a brittle fracture type tank failure to occur. The scenario begins at dusk.

Adverse Weather (Affecting Release Detection and Shutdown Times)

Scenario calls for wet weather (steady rain) with temperatures in the mid-30's. The rain event will provide additional means to transport spilled product to navigable waters. The adverse weather would not have an impact on the detection of the release and the maximum shutdown times. The maximum time to detect the release will be 1-2 minutes. The maximum time to shut down the pipeline will be 15 minutes or less.

G.9.D TOPOGRAPHY, DRAINAGE AND RESOURCES AT RISK

Topography

Topography of the selected release point is a graded, grassy area of low hills. Tank 172 is located in the northern most area of the Plantation Pipe Line Tank Farm facility. The area is bordered by additional Plantation Pipe Line tanks and offices (south), and Southeast Terminals (east). There is a catchment basin on the property that is north of an unnamed creek which runs south under Burnt Poplar Road. The surrounding area is mostly rural, wooded area of low, rolling hills with petroleum terminals throughout the area, interspersed with very few residential dwellings.

ASSESSMENT OF WORST CASE DISCHARGE
Eastern Response Zone (PHMSA 411) (Cont'd)

G.9.D TOPOGRAPHY, DRAINAGE AND RESOURCES AT RISK (Cont'd)

Drainage

For the purposes of this exercise it is assumed that product would flow out of the northern area of the tank farm and south through the Plantation facility. If splash-over occurred to the eastern side onto Southeast Terminal's property it would likewise continue south back onto Plantation's property. Plantation has a catchment basin at the southeast side of the property which will act as a barrier to natural drainage. Once product has overflowed the basin it will proceed south of the catchment basin into a creek that flows under Burnt Poplar Road, and crosses under Interstate 40 towards Colonial Pipeline Company's property. The creek continues with a southerly flow approximately three miles into Deep River which then proceeds into High Point Lake.

It is difficult to estimate the volume of product that would reach the creek, since the volume of product reaching Burnt Poplar Road would be considerably greater than normal volumes carried by this drainage pattern.

Resources at Risk

Public safety would be the top priority concern for any spill scenario. Kinder Morgan would react quickly to establish communications with the appropriate local emergency responders listed under Guilford County in Section 2.0. The purpose of this communication would be to coordinate Kinder Morgan's response to this specific incident with these agencies in order to best utilize available resources to protect the general public as the spill event progresses. Specific actions will be discussed further under "Countermeasures" below.

After passing through Colonial Pipeline's property, the creek passes under Chimney Rock Road and continues in a southern direction that is primarily uninhabited wooded area. There are no residential neighborhoods that would be directly affected by the pathway of the spill. Once the tributary connects with East Fork/Deep River it continues along in the same fashion and crosses under Deep River Church Road less than one mile north of High Point Lake.

As indicated in Section 6.0, there are public water supply intakes potentially at risk as a result of this scenario. High Point Lake is a primary water supply for the City of High Point, N.C.

Upon arrival onsite, Kinder Morgan would also work closely with officials from EPA Region IV, and the North Carolina Department of Environment, Health, and Natural Resources (NC DEHNR) to identify natural resources threatened by the spill and which countermeasures would prove most effective in protecting these resources. This activity includes protection, if possible, of endangered species, wildlife areas and public recreation areas.

The U.S. Fish and Wildlife Service office can provide information on endangered species in the immediate spill vicinity.

There are no historical landmarks immediately threatened by this scenario.

G.9.E COUNTERMEASURES

The following activities would be performed in accordance with Section 3.0, "Response Actions", and the Resource Manual's "Containment and Recovery Strategy" section.

Notification

Upon discovery of the release by operations personnel at Greensboro Tank Farm, the notification of Kinder Morgan personnel, contract responders and governmental agencies would proceed in accordance with Section 3.0.

- Kinder Morgan

  For a tank failure occurring as described above, it would be clear from the outset that a prompt response from the entire area emergency response team would be appropriate. Response personnel from the Gastonia and Greensboro line maintenance groups and the support personnel in Alpharetta would be mobilized. This would result in an initial compliment of approximately 15-20 Kinder Morgan personnel onsite within the first five hours of the response with an additional 5-10 support personnel mobilized from Alpharetta. This compliment would be fully qualified to fulfill the various functions identified in the Incident Command System in Appendix B. Kinder Morgan would also make back up and relief personnel available from other response areas for a spill of this magnitude.

  In addition to personnel, Kinder Morgan would immediately mobilize the response equipment listed at Gastonia and Greensboro in Appendix C. The equipment arriving from Gastonia could supplement Greensboro's equipment within three hours.

G.9.E COUNTERMEASURES (Cont'd)

- Contractors

  As part of the Initial Notification Procedure, key area contractors would be notified within the first hour of the response. For the given scenario, response contractors as referenced in Section 2 and Appendix C would be mobilized and asked to send trained personnel and equipment to the closest staging location in anticipation of a spill clean-up operation. Using the "35-mph" rule for response contractors and allowing an additional hour for equipment loading, it is estimated that these resources would arrive within two to six hours of discovery.

  This action could provide at least 100 additional HAZWOPER-trained personnel as labor for the response operation, as well as several hundred additional feet of boom, skimmers, earth moving equipment, pipeline repair equipment and other appropriate equipment for response operations. Detailed listings of available equipment are available in Appendix C.

- Governmental Agencies

  In accordance with the Initial Notification Procedure in Section 2.0, the following Federal and State Agencies would be notified by the Qualified Individual within one hour of discovery:

  - National Response Center
  - EPA Region IV
  - North Carolina Department of Environment, Health and Natural Resources (NC DEHNR)
  - North Carolina Emergency Response Commission
  - Guilford County Local Emergency Planning Committee

  As the response progressed and additional information as to the specific location of the emergency was discovered and/or reporting requirements were met, the following additional agencies would be directly contacted:

  - PHMSA, Office of Pipeline Safety, Southern Region
  - U.S. Coast Guard Sector North Carolina

ASSESSMENT OF WORST CASE DISCHARGE
Eastern Response Zone (PHMSA 411) (Cont'd)

G.9.E COUNTERMEASURES (Cont'd)

Subsequent communications between specific Kinder Morgan response team members and these agencies would flow freely on an individual basis as is necessary.

At the same time the Qualified Individual is making the above notifications, the Bremen Operations Manager would be contacting the appropriate local response organizations listed in Section 2.0.

Isolation

The affected tank would be isolated by Kinder Morgan's operations personnel by closing the manifold valve to Tank 172. This action would isolate the tank to the greatest extent possible. Because of the distance of the spill from occupied buildings at Greensboro Tank Farm, the direction of spill travel away from the tank farm and the relatively low chance of ignitability of diesel fuel, the Tank Farm in all likelihood would not need to be evacuated in this scenario.

Site Assessment

Upon arrival at the area affected by the release, the first action by Kinder Morgan's Emergency Response Team (employees and contractors) would be to assess the magnitude of the emergency in order to prioritize subsequent response actions and allocate available resources accordingly. As is clear from the information discussed thus far, the extent of travel of the spill upon arrival of the Response Team would be dependent upon several variables.

Spread of the spill off Plantation property would be towards the south under Burnt Poplar Road. Due to the nature of the tank failure it is a reasonable assumption that a small but significant amount of product would actually spill onto Burnt Poplar. It is very difficult to accurately estimate what quantities of product would reach drainage ditches and transport away from the immediate area, and it is believed that a significant portion of the spilled volume escaping secondary containment would remain between Tank 172, Plantation's property boundaries, and Burnt Poplar Road.

It is difficult to estimate the amount or speed at which spilled product would reach the creek, and Colonial Pipeline's property. For purposes of this scenario, it is assumed that the north leading edge of the spill would reach the creek bed within fifteen minutes of the release, and the property of Colonial Pipeline approximately one hour after the tank failure.

ASSESSMENT OF WORST CASE DISCHARGE
Eastern Response Zone (PHMSA 411) (Cont'd)

G.9.E COUNTERMEASURES (Cont'd)

The creek is a moderately slow waterway. For the purposes of this scenario, it is estimated that the average channel velocity is approximately 1 ft/s. The following landmarks have been identified downstream of the release entry point:

approximate distance downstream from release point (miles):	Hours:	Item:
0.1	15 minutes	Entry point into creek
0.5	33 minutes	Burnt Poplar Road
0.7	75 minutes	Interstate 40
0.9	1.2	Colonial Pipeline
1.5	1.9	Chimney Rock Road
2.7	3.8	East Fork/Deep River Junction
3.6	5.2	Deep River Church Road
5.5	8.0	East Point Road
5.9	8.5	High Point Lake

For the purposes of this discussion, it is assumed that assessment would begin approximately 20 minutes after the release occurred.

Initial site assessment would reveal that a) a large amount of diesel fuel was on the ground between the dike of Tank 172, southern portions of the facility, and Burnt Poplar Road, b) a large amount of turbine fuel had escaped the catchment basin and was draining away from the site towards Interstate 40 and Colonial Pipeline, c) the leading edge of the diesel fuel would reach Colonial's catchment basin which is much larger than Plantation's and the majority of product would be contained. However, some product could possibly move past Colonial's property and continue down the creek.

The top priority activity would be to conduct an immediate evacuation of the area initially impacted by the spill in accordance with Appendix D. Because the purpose of this exercise is to discuss a scenario where a large volume spill occurs, and a fire event would reduce the total volume of spilled product, it is assumed for the purposes of this discussion that no ignition of the spill occurs. Using local law enforcement and fire personnel available, and PPL personnel if needed, adjacent terminals and the neighboring residences would be evacuated as determined by local authorities. Interstate 40 would be closed at Highway 68 and at Chimney Rock. Burnt Poplar Road would also be closed at Gallimore Dairy Road and at Chimney Rock Road.

G.9.E COUNTERMEASURES (Cont'd)

In conjunction with the evacuation, employees from Greensboro would begin monitoring hazardous atmosphere levels (particularly explosive atmosphere) at the spill site to establish an appropriate hazard zone in accordance with Section 3.0. As the leading edge of the spill progressed away from the initial site towards the creek and Deep River, further air monitoring would be required at all points where public contact with the spill was likely. Access to these areas would be controlled accordingly.

Once the immediate safety of the general public had been assured, efforts would begin to stem the spread of the release and to minimize the release volume. Response resources would be positioned and deployed at Colonial Pipeline, various points along the tributary and Deep River Creek to contain and collect the release. In addition, precautionary booming would be placed at the mouth of High Point Lake and around the water intakes within.

Containment and Collection

Several factors would hamper efforts to collect and contain released diesel fuel during the early stages of this release. The combined effects of continuing rain, darkness and flood stage conditions on the creek would make both assessment of suitable collection points and deployment of equipment extremely hazardous and difficult.

Further, historical cases of pipeline releases under similar conditions has shown that: 1) as the release travels downstream, the product tends to become agitated by the floodwaters to the point where it is indistinguishable from floodwaters heavy with sediments, and 2) the deployment of boom across even a moderate-sized stream during flood conditions is often only marginally effective in trapping product due to splashover and underflow caused by swift currents.

Nonetheless, extensive efforts would be made to identify several locations where the release could be contained and collected, using the available resources identified above and the various methods described in the Resource Manual. Due to the potential ignitability of diesel fuel, efforts at containment would be established at downstream locations prior to the arrival of the leading edge of product whenever possible. Efforts would most likely be focused on the various ponds and impoundments along both the creek and Deep River, which serve as natural collection points. Attempts would be made to place boom immediately upstream of the water intakes. Additional possibilities for boom placement includes downstream narrows such as bridge crossings, as well as "eddies" along the sides of the main channel where flow stops and product might naturally collect.

G.9.E COUNTERMEASURES (Cont'd)

Efforts would also be made to contain diesel fuel close to the source point, before the release enters the creek. If this was not possible the primary effort would be on responding to the product contained within Colonial's catchment basin as this would be the collection point for the majority of the product. Additional efforts would be made to contain the released product early on. This would be possible through construction of small dikes at several points along the pathways of the spill to contain the diesel fuel for collection. However, this action may prove infeasible dependent upon the explosive atmosphere levels monitored in the area. Worker safety would always take precedent over product containment during response operations.

As stated above, the majority of product would be contained within Colonial's catchment basin, with the remaining product traveling downstream. Dependent upon the success of efforts to stop the product at several points upstream, it would be a logical step to establish a containment and collection operation at points downstream where channel velocity slows.

Contained product would be collected and placed in tank trucks provided by contractors listed in Section 2.0. Arrangements would be made with the appropriate governmental agencies to transport collected diesel fuel back to Greensboro Tank Farm. Sufficient space would be made in Plantation's breakout tankage at this location to handle any volume of discharge collected. In addition to collection of all detectable "free" product, Kinder Morgan would work with EPA and NC DEHNR to establish other suitable means of site mitigation.

Site Discontinuation

In general, response operations to contain, collect and clean-up product would continue until both Kinder Morgan and the various appropriate governmental agencies were satisfied that further immediate actions were unnecessary.

APPENDIX I

EMERGENCY PREPLANNING

Emergency Preplanning

I.1 SPILL PREVENTION

Spill prevention is the central focus of this Emergency Preparedness program. Kinder Morgan believes that the best method of mitigating any oil spill is by taking every reasonable precaution to prevent the spill from ever occurring. In addition to the potential emergency events outlined in this Plan, Kinder Morgan has identified several “abnormal operations” and “emergency incidents” that could be expected on the pipeline system. Kinder Morgan has defined the events and established procedures to identify, eliminate or mitigate a substantial threat of worst case discharge due to these events. In compliance with 49 CFR 195.402(d), these procedures are defined in Kinder Morgan procedure L-O&M 1101 and 1102. The following is a brief overview of some of the activities Kinder Morgan engages in as part of its spill prevention strategy.

I.1.A REGULATORY COMPLIANCE

It is Kinder Morgan's goal to conduct all its pipeline operations, including those preventative measures specifically listed below, in accordance with DOT Part 195, ANSI 31.4, and all other applicable and appropriate regulations which address spill prevention for onshore liquid petroleum pipelines.

I.2.A SPILL DETECTION

(b) (3), (b) (7)(F)

[redacted]

(b) (3), (b) (7)(F)

[redacted]

Right Of Way Patrol

Kinder Morgan regularly patrols the Plantation Pipe Line system using the following methods:

- Weekly aerial patrol of the entire system.
- Foot patrol of heavily-populated areas by line maintenance personnel.
- Prompt response to activity reports received through the various state utility "one-call" systems. Kinder Morgan is a member and supporter of one-call efforts in all states along its system.
- Inspections of major river crossings.

I.3.A PREVENTIVE MAINTENANCE

Cathodic Protection

Plantation has an actively maintained cathodic protection system installed on its entire system (line sections, stations, tank farms, terminals) designed to prevent corrosion of the system.

Emergency Preplanning (Cont'd)

"Smart-Pig" Surveys

Kinder Morgan will conduct "smart pig" surveys of the Plantation system in accordance with the Kinder Morgan's Integrity Management Plan. A "smart-pig" is an electronic device which provides data on the wall thickness integrity of the pipe. This data can be used to detect possible anomalies in the system. Kinder Morgan conducts methodical pipeline repair programs based on this data to improve its system integrity.

Construction/Repair Inspection

Kinder Morgan carefully inspects system construction and repair work to ensure the proper installation and operation of system components.

Scheduled Maintenance Program

In accordance with 49CFR Part 195, Kinder Morgan has an extensive scheduled preventative maintenance program.

Right Of Way Maintenance

Kinder Morgan regularly mows, trims and maintains its system right of way to ensure the effectiveness of aerial patrols. Kinder Morgan regularly inspects the Plantation system block valves. In addition to meeting DOT pipeline marker regulations, it is Kinder Morgan's goal to provide "line-of-sight" pipeline markers (the ability to stand at any marker and see the next pipeline marker in either direction along the right of way) along its entire system.

I.2 READINESS

I.2.A SYSTEM MAPPING AND STORAGE LOCATIONS

Kinder Morgan maintains and updates strip maps, station piping layouts, USGS maps and other relevant maps to facilitate rapid planning of spill response operations.

As a general rule, each Company vehicle will typically have strip maps, valve lists, marked county maps, and state road maps for the area the vehicle normally serves. These items should be kept in a waterproof case and should stay with the vehicle at all times. Exceptions to this rule will be Alpharetta office vehicles, construction vehicles, trucks used exclusively on tank farms, fire trucks, and trucks assigned to the field warehouses. Also, electrical and mechanical maintenance vehicles are required to carry only valve lists and these lists only need to cover the area the vehicle normally serves.

Each applicable vehicle will have a list of exactly which strip maps, county maps, state maps, and valve lists it is required to contain. .

Emergency Preplanning (Cont'd)

Each manned location has strip maps, valve lists, marked county maps, and state road maps for the area of responsibility of the Operations Manager for that location. Each unmanned location has strip maps for the area of responsibility of the Operations Manager for that location. Exceptions to this rule will be Dock Station, Finney, Montgomery (MG), Atlanta Airport, Lowell, Charlotte Airport, Richmond Junction, Dulles Airport, and Washington National Airport. Also, main line strip maps are not required at lateral line locations and lateral line strip maps are not required at main line locations or locations serving a different lateral, except at lateral line origin points.

Each location has a list of exactly which strip maps, county maps, state maps, and valve lists it should have.

I.2.B VEHICLE PREPAREDNESS

In line with normal Kinder Morgan safety practices, each Company vehicle carries an explosion-proof flashlight, a First Aid kit, and a fire extinguisher.

Many vehicles also have cellular telephones.

All Plantation Emergency Response Trailers are maintained in good working order and inspected monthly to ensure the availability of the designated materials and equipment. A list of such materials and equipment should be posted in each trailer.

I.2.C FACILITY VALVE AND CONTROL LOCATIONS

All employees who maintain and/or may on occasion need to operate pipeline valves within their area of responsibility must know the locations of such valves for quick access.

The station and terminal employees should be familiar with the general design and operation of all facilities within the area of responsibility of their supervisor.

Emergency Preplanning (Cont'd)

I.2.D RESPONDER OFF DUTY LOCATIONS

All field supervisors should ensure they can be contacted via telephone, cell phone, pager, etc., when away from home.

I.2.E RESOURCE LISTINGS

Each Area should periodically submit updates to Alpharetta listing current Company phone numbers, block valve locations and directions, local responder and railroad phone numbers, containment, repair and clean-up contractors and equipment vendors, for inclusion and update of this plan.

I.3 ESTABLISHING LIAISON WITH APPROPRIATE PUBLIC OFFICIALS

1.3.A GENERAL

Kinder Morgan should always maintain good liaison with the appropriate public officials. In the Oil Spill Recovery Contingency Plan, appropriate public officials are referred to using the term "local emergency responders". These local emergency response agencies generally consist of "first responders" such as fire departments, police, sheriffs, emergency medical teams, and hazardous material response teams, who attempt to initiate direct control measures to mitigate the emergency and limit dangers to adjacent property and the public. These local first responder activities are most effective when specific response strategies have been preplanned and coordinated with Plantation's response capability.

1.3.B ANNUAL CONTACTS

It is Kinder Morgan's goal that Operations Managers or their designates will contact local emergency response agencies (either individually or through the County Emergency Management Agencies) in their areas at least annually to offer them the opportunity to meet to review and discuss Plantation's emergency response plans with local emergency response plans. It is important that there be a clear understanding of Company interactions with these local emergency responders and that individual and joint responsibilities are delineated. Meetings of this nature should be documented with names, locations and items covered, concerns, etc. and any agreements reached or problems

incurred. Contact or meeting documentation should be kept on file by the Operations Manager for at least a five-year period.

When applicable during the above-mentioned contact, Operations Managers should provide local emergency responders with information about the location of Plantation facilities such as pump stations, delivery terminals, tank farms, buried pipelines, fire-fighting systems and routes of access to enhance response time. Also, local emergency responders should be informed about the dangers associated with persons other than qualified Kinder Morgan employees operating valves and activating or deactivating equipment. In addition, local emergency responders and Operations Managers should evaluate their combined emergency response capability and determine which response functions can best be performed by Kinder Morgan employees and/or contractors and which response functions can best be performed by local emergency responders.

1.3.C FACILITY TOURS

Operations Managers should attempt to invite local emergency responders to participate in onsite tours of Plantation facilities, including an overview of Kinder Morgan's operating procedures. Such tours should be documented by the Operations Managers when conducted and kept on file by the Operations Manager for at least a five-year period.

1.3.D JOINT TRAINING EXERCISES

When appropriate in relation to the specific goals of Company emergency response training exercises, local emergency responders should be encouraged to actively participate in these exercises. Local emergency responder participation should be documented as it occurs as a part of the training exercise documentation.

1.4 SITE SPECIFIC PLANNING

Kinder Morgan's goal is to develop "site-specific" emergency response plans for each tank farm, delivery terminal, pump station and "sensitive" right-of-way area ("high exposure" areas and major waterways) through the system. Operation Managers and Supervisors-Operations have overall responsibility for this task in their respective areas. These supervisors are encouraged to utilize input from their employees when preparing these plans and to expand these guidelines as needed to meet special site circumstances and conditions.

Emergency Preplanning (Cont'd)

It is recognized that site-specific planning is a large-scale and time-consuming process. It is also recognized that it is vital to maximize the involvement of line maintenance and operations personnel in the development of these plans in order to best utilize their unique knowledge of the facility. Further, it is recognized that site specific plans must be updated periodically to remain useful. Therefore, rather than establishing required deadlines for the "completion" of this process, a "good-faith" effort to make progress in this facility must be prioritized along with other numerous on-going maintenance needs of the pipeline system.

The following points are suggested as guidelines only for considerations in preparing field site-specific emergency plans. The information in each plan should be included on an as needed basis dependent upon individual site conditions.

- Consider potential incidents which could cause injury to persons or damage to property or the environment. Describe the most serious Plantation emergency that could occur in which the Company could reasonably be expected to mount a response effort.
- Consider approximately how much product would be released.
- Identify the geographic area that could be affected by the release.
- Identify the population (both human and animal) that would be affected in the release area.
- Identify public and industrial water intakes (both surface and groundwater) that could be affected by the release.
- Identify private and public property that could be damaged.
- Identify other emergencies that could be created by the primary emergency.
- Identify strategic locations and access routes for deploying containment and recovery equipment.
- Identify ignition sources in the affected area and determine how these could be eliminated after a release has occurred.

Emergency Preplanning (Cont'd)

- Identify hotels, motels, or other temporary housing facilities that could be utilized if it became necessary to evacuate people in the affected area.

- Develop a general procedure for notifying and transporting people who need to be evacuated.

- Develop a general listing of telephone numbers most effective in contacting/evacuating residents or businesses near the facility.

- Describe the procedure for shutting down pipeline facilities at the location and evacuating Company employees, if necessary, following an emergency.

- Identify the materials, equipment, and personnel needed to safely and effectively make an initial response to an emergency.

- Determine which Plantation Emergency Response Trailer(s) and Team(s) would be needed.

- List current qualified contractors in the area who are available on a 24-hour-per-day basis to respond to a hazardous substance release and supplement the Company's resources. Determine approximate response time.

- List tank truck farms in the area who are available on a 24-hour-per-day basis.

The following points are not requirements, rather they are intended as additional guidelines to assist Alpharetta emergency response support personnel in their pre-emergency planning:

- Make periodic audit of Kinder Morgan's overall emergency response capability to identify and correct any material, equipment, and manpower resource deficiencies.

- Establish management contact program with community and local government leaders in "high exposure" areas.

- Establish management contact program with senior level regulatory officials to routinely review Kinder Morgan's operations, contingency plans, and response coordination.

- Maintain a system-wide, reliable, 24-hour notification and communication network for emergency response personnel using current, optimal technologies.

Emergency Preplanning (Cont'd)

- Maintain plans and procedures for chartered aircraft service to transport Alpharetta support personnel.
- Establish outside legal counsel to assist in on-scene investigation, documentation, litigation, and testimony.
- Establish effective program for corporate communications with employees, the media and the general public, including a formal bereavement policy.
- Determine outside insurance representatives to assist in on-scene claims handling, investigation, and landowner relations.
- Determine proper cleanup and waste disposal procedures in view of local and state regulations.
- Maintain plans for wildlife rescue operations and Natural Resource Damage Assessments.
- Develop procurement and transportation plans for interdivisional relief personnel to cover long-term, round-the-clock emergencies.

APPENDIX J

NATIONAL RESPONSE SYSTEM

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NATIONAL RESPONSE SYSTEM

National Response Plan

The National Response Plan (NRP) is an all-discipline, all-hazards plan that establishes a single, comprehensive framework for the management of domestic incidents. It provides the structure and mechanisms for the coordination of Federal support to State, local and tribal incident managers and for exercising direct Federal authorities and responsibilities.

Emphasis on Local Response

All incidents are handled at the lowest possible organizational and jurisdictional level. Police, fire, public health and medical, emergency management, and other personnel are responsible for incident management at the local level. For those events that rise to the level of an Incident of National Significance, the Department of Homeland Security provides operational and/or resource coordination for Federal support to on-scene incident command structures.

Proactive Federal Response to Catastrophic Events

The National Response Plan provides mechanisms for expedited and proactive Federal support to ensure critical life-saving assistance and incident containment capabilities are in place to respond quickly and efficiently to catastrophic incidents. These are high-impact, low-probability incidents, including natural disasters and terrorist attacks that result in extraordinary levels of mass casualties, damage, or disruption severely affecting the population, infrastructure, environment, economy, national morale, and/or government functions.

Multi-Agency Coordination Structures

The National Response Plan establishes multi-agency coordinating structures at the field, regional and headquarters levels. These structures:

- Enable the execution of the responsibilities of the President through the appropriate Federal department and agencies;
- Integrate Federal, State, local, tribal, nongovernmental Organization, and private-sector efforts; and
- Provide a national capability that addresses both site-specific incident management activities and broader regional or national issues, such as impacts to the rest of the country, immediate regional or national actions required to avert or prepare for potential subsequent events, and the management of multiple incidents.

New Coordinating Mechanisms Include

Homeland Security Operations Center (HSOC)

The HSOC serves as the primary national-level multi-agency situational awareness and operational coordination center. The HSOC includes elements of the Department of Homeland Security and other Federal departments and agencies.

NATIONAL RESPONSE SYSTEM (Cont'd)

Homeland Security Operations Center (HSOC) (Cont'd)

- *National Response Coordination Center (NRCC)*

  The NRCC, a functional component of the HSOC, is a multi-agency center that provides overall Federal response coordination.
- *Regional Response Coordination Center (RRCC)*

  At the regional level, the RRCC coordinates regional response efforts and implements local Federal program support until a Joint Field Office is established.

Interagency Incident Management Group (IIMG)

A tailored group of senior level Federal interagency representatives who provide strategic advice to the Secretary of Homeland Security during an actual or potential Incident of National Significance.

Joint Field Office (JFO)

A temporary Federal facility established locally to provide a central point for Federal, State, local, and tribal representatives with responsibility for incident support and coordination.

Principal Federal Official (PFO)

A PFO may be designated by the Secretary of Homeland Security during a potential or actual Incident of National Significance. While individual Federal officials retain their authorities pertaining to specific aspects of incident management, the PFO works in conjunction with these officials to coordinate overall Federal incident management efforts.

National Contingency Plan

In 1968, the National Oil and Hazardous Substance Pollution Contingency Plan (NCP) was established to coordinate Federal activities for preventing oil spills and mitigating environmental damages when spills occur. During June 1970, this plan was incorporated as part of the Code of Federal Regulations and applied to all navigable waters and adjoining shorelines of the United States. The plan was recently modified (September 1994) to implement changes made to the Clean Water Act by the Oil Pollution Act of 1990. The NRP requires modification to the NCP to ensure proper alignment with NRP coordinating structures, processes and protocols.*

To ensure adequate preplanning and provisions for responding to oil spills, the National Contingency Plan established the National Response Center, the National Response Team, the Regional Response Center, Regional Response Teams and the On-Scene Coordinator (Figure J1.1).

National Response Team (NRT)

National planning and coordination for oil spill response is the responsibility of the National Response Team (NRT). The NRT is responsible for evaluating methods for responding to oil spills and hazardous substances spills, and recommending changes to the National Contingency Plan. The NRT also develops procedures to coordinate activities for federal, state and local governments, and private response organizations.

NATIONAL RESPONSE SYSTEM (Cont'd)

National Response Team (NRT) (Cont'd)

The NRT consists of representatives from each of the agencies shown in Figure J1.2. Normally, the NRT is chaired by the EPA representative while the USCG representative serves as the vice-chairman. If it is activated for spills within the coastal zone of the United States, the USCG representative will hold the chair.

The NRT can be activated when an oil spill exceeds the capability of the Regional Response Team in which it occurs, crosses national boundaries, or presents a significant threat to a population, national policy, property, or national resources; or when requested by any NRT member.

Once activated, the NRT may:

1. Monitor the spill, evaluate reports from the On-Scene Coordinator (OSC), and recommend appropriate actions for abating the spill.

2. Request oil spill response resources from federal, state, and local governments or private agencies.

3. Coordinate the supply of equipment, personnel, or technical advice to the affected region from other regions or districts.

* Since the NCP is a regulation subject to notice and comment requirements, modifications will require future rulemaking not available at this time.

FIGURE J-1.1

NATIONAL RESPONSE PLAN COORDINATION

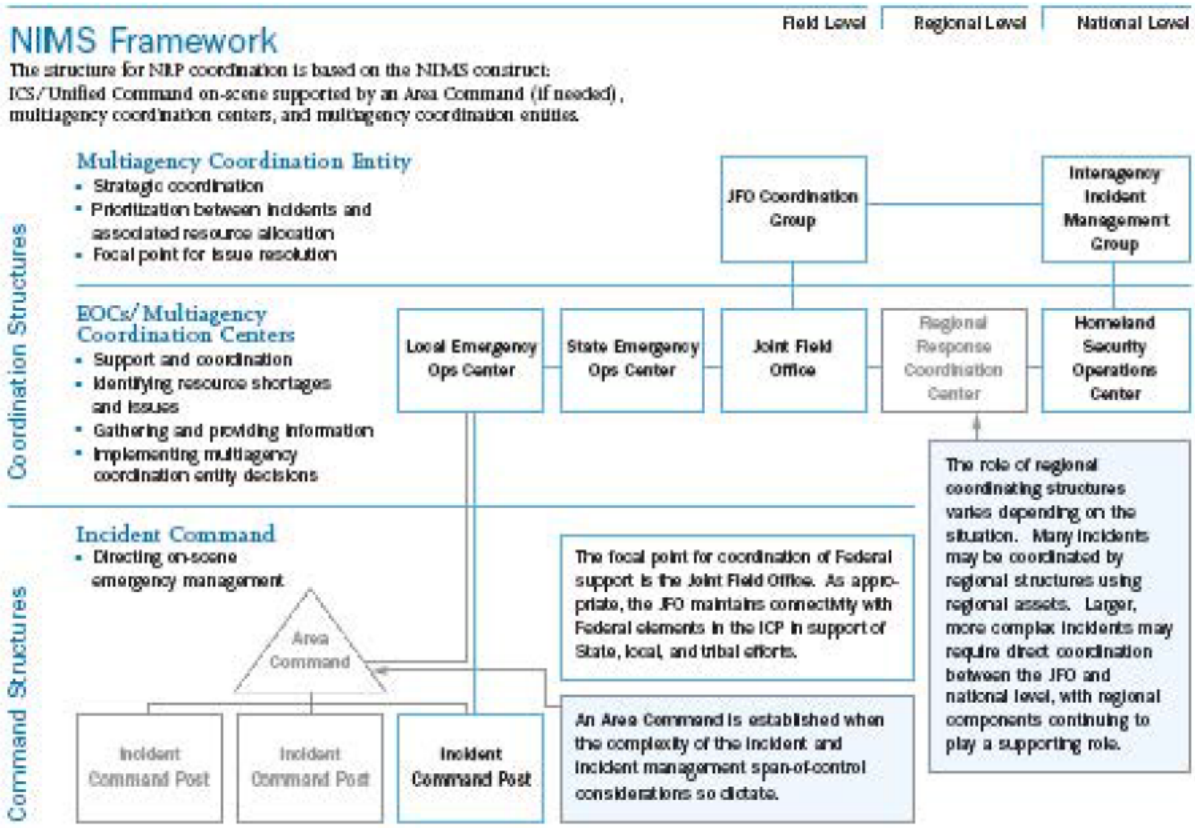
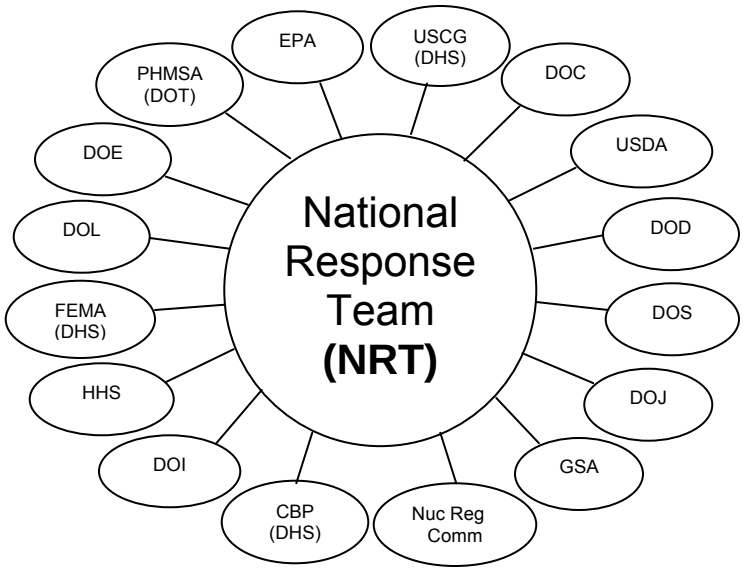


FIGURE J-1.2

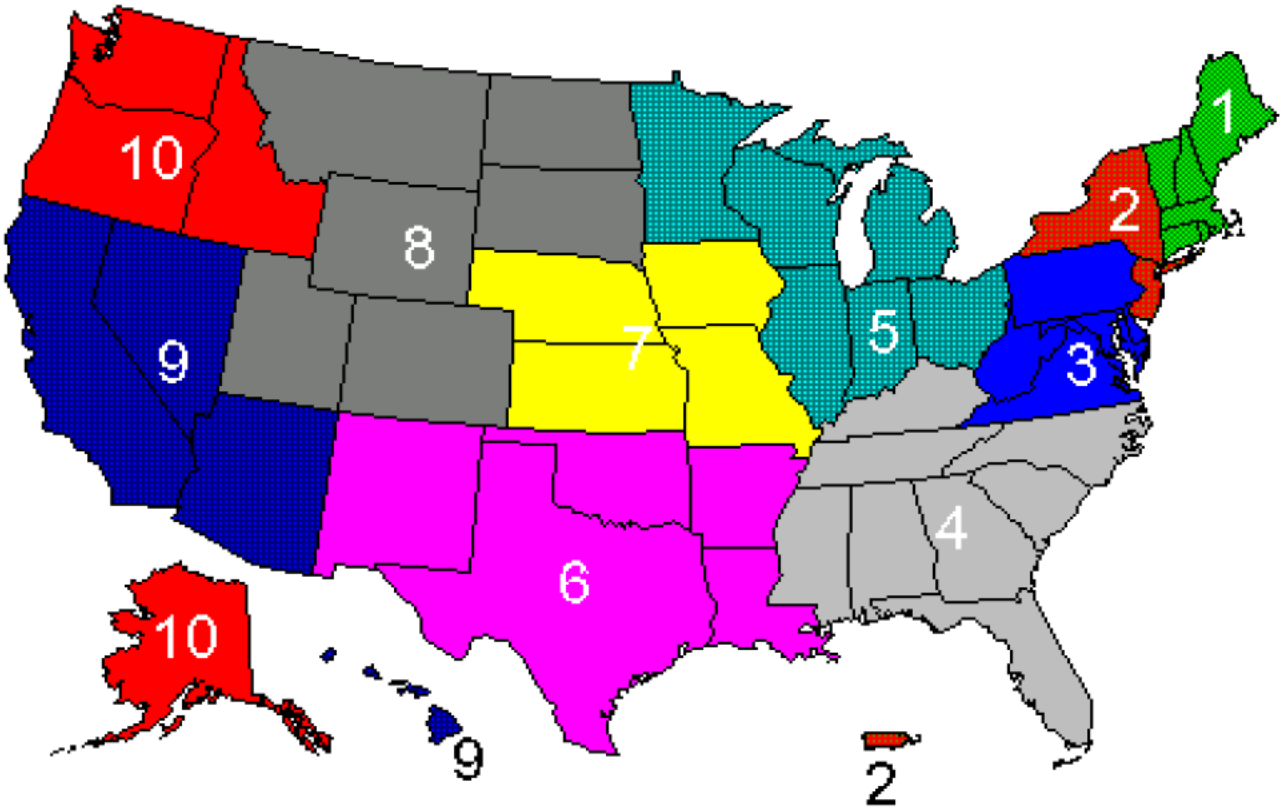
FEDERAL REPRESENTATION ON NATIONAL RESPONSE TEAM



CBP (DHS)	**Customs and Border Protection** Assists with the safe and swift movement of equipment and personnel across the U.S. border	**EPA**	**Environmental Protection Agency** Information on environmental impact of spills & provide scientific support coordination
DHS	**Department of Homeland Security** Lead, manage and coordinate the national response to acts of terrorism, natural disasters or other emergencies	**FEMA**	**Federal Emergency Management Agency** Coordinate civil emergency planning & mitigation efforts
DOC	**Department of Commerce** Scientific expertise from NOAA for marine mammals & oil spill response	**GSA**	**General Services Administration** Provides logistical and telecommunications support to federal agencies
DOD	**Department of Defense** Oil spill response equipment, ship salvage, and boarding & diving	**HHS**	**Department of Health and Human Services** Assists with the assessment, preservation, and protection of human health and helps ensure the availability of essential human services
DOE	**Department of Energy** Removal & disposal of radioactive contamination	**PHMSA**	**Pipeline and Hazardous Materials Safety Administration** Expertise on all modes of transporting oil & hazardous substances
DOI	**Department of Interior** Expertise on fish & wildlife	**USCG**	**United States Coast Guard** Establishes spill contingency planning requirements for vessels and facilities, and OSC responsibilities for wasteful zone
DOJ	**Department of Justice** Answer legal questions on spills & response actions	**USDA**	**United States Department of Agriculture** Input on the effect of soil contamination by hazardous and oil spills
DOL	**Department of Labor** Expertise needed to minimize exposure to hazardous material during response operation		

FIGURE J-1.3

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) REGIONAL OFFICES



EPA Region 1 Office 1 Congress Street, Suite 1100 Boston, MA 02114-2023	EPA Region 2 Office 290 Broadway, 19th Floor New York, NY 10007-1866	EPA Region 3 Office 1650 Arch Street Philadelphia, PA 19103-2029
EPA Region 4 Office 61 Forsythe Street, SW, 11th Floor Atlanta, GA 30303-3104	EPA Region 5 Office 77 West Jackson Blvd. Chicago, IL 60604	EPA Region 6 Office 1445 Ross Avenue, Suite 1200 Dallas, TX 75202
EPA Region 7 Office 901 N. 5th Street Kansas City, KS 66101	EPA Region 8 Office 999 18th Street, Suite 300 Denver, CO 80202-2466	EPA Region 9 Office Public Information Center 75 Hawthorne Street San Francisco, CA 94105
EPA Region 10 Office 1200 6th Avenue Seattle, WA 98101	U.S. EPA Office of Solid Waste 401 M Street SW Washington, DC 20460-5101	RCRA / Superfund Hotline (800) 424-9346 (in Washington, DC, (202) 879-2693)

* Note: These addresses may differ from those listed on the Distribution List.

FIGURE J-1.4

U.S. COAST GUARD (USCG) DISTRICTS

1st Coast Guard District Commander 408 Atlantic Avenue Boston, MA 02110-3350 (617) 223-8125	11th Coast Guard District Coast Guard Island Building 51-1 Alameda, CA 94501-5100 (510) 437-3700
5th Coast Guard District Federal Building 431 Crawford Street Portsmouth, VA 23704-5004 (804) 398-6272	13th Coast Guard District Jackson Federal Building 915 2nd Avenue, Suite #3352 Seattle, WA 98174-1067 (206) 220-7237
7th Coast Guard District Federal Building 909 S.E. 1st Ave., Room #954 Miami, FL 33131-3050 (305) 536-5641	14th Coast Guard District Prince PJKK Federal Building 300 Ala Moana Blvd., Room 9212 Honolulu, HI 96850-4982 (808) 541-2121
8th Coast Guard District Hale Boggs Federal Building 501 Magazine Street, Room 1328 New Orleans, LA 70130-3396 (504) 589-6198	17th Coast Guard District P.O. Box 25517 Juneau, AK 99802 (907) 463-2065-5517
9th Coast Guard District 1240 E. 9th Street Cleveland, OH 44199-2060 (216) 902-6020	

* Note: These addresses may differ from those listed on the Distribution List.

APPENDIX K

MISCELLANEOUS FORMS

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Caller Characteristics Checklist K-15

Incident Action Plan (ICS Forms) K-16

Forms and Exercise Documentation
File Maintenance Procedures

- Forms and exercise documentation records should be maintained in a separate file in the Facility's office filing system.
- These files must be available for presentation upon request by regulatory agency personnel.

REVISION RECORD

Note: It is the responsibility of the holder of this plan to ensure that all changes and updates are made. The holder shall:

- Remove and discard obsolete pages.
- Replace obsolete pages with the updated pages.
- Record each revision on this form.

Change Date	Affected Page Number(s)	Description of Change(s)	Name
EXAMPLE			
01/01/99	1-1 thru 1-4; 5-2	Head Office Update	B.A. Sample

NOTICE: This report is required by 49 CFR Part 195. Failure to report can result in a civil penalty not to exceed $25,000 for each violation for each day that such violation persists except that the maximum civil penalty shall not exceed $500,000 as provided in 49 USC 60122

Form Approved
OMB No. 2137-0047

U.S. Department of Transportation
Research and Special Programs Administration

ACCIDENT REPORT – HAZARDOUS LIQUID PIPELINE SYSTEMS

Report Date _____

No. _____
(DOT Use Only)

INSTRUCTIONS

Important: *Please read the separate instructions for completing this form before you begin. They clarify the information requested and provide specific examples. If you do not have a copy of the instructions, you can obtain one from the Office Of Pipeline Safety Web Page at http://ops.dot.gov.*

PART A – GENERAL REPORT INFORMATION

Check: ☐ **Original Report** ☐ **Supplemental Report** ☐ **Final Report**

1. a. Operator's OPS 5-digit Identification Number (if known) /___/___/___/___/___/
2. b. If Operator does not own the pipeline, enter Owner's OPS 5-digit Identification Number (if known) /___/___/___/___/___/

c. Name of Operator _____

d. Operator street address _____

e. Operator address _____
City, County, State and Zip Code

IMPORTANT: IF THE SPILL IS SMALL, THAT IS, THE AMOUNT IS AT LEAST 5 GALLONS BUT IS LESS THAN 5 BARRELS, COMPLETE THIS PAGE ONLY, UNLESS THE SPILL IS TO WATER AS DESCRIBED IN 49 CFR §195.52(A)(4) OR IS OTHERWISE REPORTABLE UNDER §195.50 AS REVISED IN CY 2001.

2. Time and date of the accident

/___/___/___/___/ hr. /___/___/ month /___/___/ day /___/___/ year

3. Location of accident
(If offshore, do not complete a through d. See Part C.1)

a. Latitude: _____ Longitude: _____
(if not available, see instructions for how to provide specific location)

b. _____
City, and County or Parish

c. _____
State and Zip Code

d. Mile post/valve station ○ or survey station no. ○
(whichever gives more accurate location)

_____

4. Telephone report

/___/___/___/___/___/___/___/ NRC Report Number /___/___/ month /___/___/ day /___/___/ year

5. Losses *(Estimated)*

Public/Community Losses reimbursed by operator:

Public/private property damage $_____

Cost of emergency response phase $_____

Cost of environmental remediation $_____

Other Costs $_____

(describe) _____

Operator Losses:

Value of product lost $_____

Value of operator property damage $_____

Other Costs $_____

(describe) _____

Total Costs $_____

6. Commodity Spilled ○Yes ○ No
(If Yes, complete Parts a through c where applicable)

a. Name of commodity spilled _____

b. Classification of commodity spilled:
- ○ HVLs /other flammable or toxic fluid which is a gas at ambient conditions
- ○ CO_2 or other non-flammable, non-toxic fluid which is a gas at ambient conditions
- ○ Gasoline, diesel, fuel oil or other petroleum product which is a liquid at ambient conditions
- ○ Crude oil

c. Estimated amount of commodity involved :
- ○ **Barrels**
- ○ **Gallons (check only if spill is less than one barrel)**

Amounts:

Spilled : _____

Recovered: _____

CAUSES FOR SMALL SPILLS ONLY (5 gallons to under 5 barrels) : ***(For large spills [5 barrels or greater] see Part H)***

○ **Corrosion** ○ **Natural Forces** ○ **Excavation Damage** ○ **Other Outside Force Damage**

○ **Material and/or Weld Failures** ○ **Equipment** ○ **Incorrect Operation** ○ **Other**

PART B – PREPARER AND AUTHORIZED SIGNATURE

_____ (type or print) Preparer's Name and Title

_____ Area Code and Telephone Number

_____ Preparer's E-mail Address

_____ Area Code and Facsimile Number

_____ Au horized Signature _____ (type or print) Name and Title _____ Date _____ Area Code and Telephone Number

Form RSPA F 7000-1 (01-2001)

Reproduction of this form is permitted

PART C – ORIGIN OF THE ACCIDENT (Check all that apply)

1. Additional location information
   a. Line segment name or ID _____
   b. Accident on Federal land other than Outer Continental Shelf ○ Yes ○ No
   c. Is pipeline interstate? ○ Yes ○ No

Offshore: ○ Yes ○ No *(complete d if offshore)*
d. Area _____ Block # _____
State /___/___/ or Outer Continental Shelf ☐

2. Location of system involved (*check all that apply*)
   ☐ Operator's Property
   ☐ Pipeline Right of Way
   ☐ High Consequence Area (HCA)?
   Describe HCA_____

3. Part of system involved in accident
   ○ Above Ground Storage Tank
   ○ Cavern or other below ground storage facility
   ○ Pump/meter station; terminal/tank farm piping and equipment, including sumps
   ○ Other *Specify:* _____
   ○ Onshore **pipeline**, including valve sites
   ○ Offshore **pipeline**, including platforms

*If failure occurred on **Pipeline**, complete items a - g:*

4. Failure occurred on
   ○ Body of Pipe ○ Pipe Seam ○ Scraper Trap
   ○ Pump ○ Sump ○ Joint
   ○ Component ○ Valve ○ Metering Facility
   ○ Repair Sleeve ○ Welded Fitting ○ Bolted Fitting
   ○ Girth Weld
   Other *(specify)* _____

Year the component that failed was installed: /___/___/___/___/

5. Maximum operating pressure *(MOP)*
   a. Estimated pressure at point and time of accident: _____ *PSIG*
   b. MOP at time of accident: _____ *PSIG*
   c. Did an overpressurization occur relating to the accident? ○Yes ○ No

a. Type of leak or rupture
   ○Leak: ○ Pinhole ○ Connection Failure *(complete sec. H5)*
   ○ Puncture, diameter *(inches)* _____
   ○Rupture: ○ Circumferential – Separation
   ○ Longitudinal – Tear/Crack, length *(inches)* _____
   Propagation Length, total, both sides *(feet)* _____
   ○N/A
   ○Other _____

b. Type of block valve used for isolation of immediate section:
   Upstream: ☐ Manual ☐ Automatic ☐ Remote Control ☐ Check Valve
   Downstream: ☐ Manual ☐ Automatic ☐ Remote Control ☐ Check Valve

c. Length of segment isolated _____ ft
d. Distance between valves _____ ft
e. Is segment configured for internal inspection tools? ○Yes ○ No
f. Had there been an in-line inspection device run at the point of failure? ○ Yes ○ No ○ Don't Know
   ○ Not Possible due to physical constraints in the system
g. If *Yes*, type of device run (*check all that apply*)
   ☐ High Resolution Magnetic Flux tool Year run: _____
   ☐ Low Resolution Magnetic Flux tool Year run: _____
   ☐ UT tool Year run: _____
   ☐ Geometry tool Year run: _____
   ☐ Caliper tool Year run: _____
   ☐ Crack tool Year run: _____
   ☐ Hard Spot tool Year run: _____
   ☐ Other tool Year run: _____

PART D – MATERIAL SPECIFICATION

1. Nominal pipe size *(NPS)* /___/___/___/___/ in.
2. Wall thickness /___/___/___/___/ in.
3. Specification _____ SMYS /___/___/___/___/___/___/
4. Seam type _____
5. Valve type _____
6. Manufactured by _____ in year /___/___/___/___/

PART E – ENVIRONMENT

1. Area of accident
   ○ Under pavement ○ In open ditch
   ○ Underground ○ Above ground
   ○ Inside/under building ○ Under water
   ○ Other _____
2. Depth of cover: _____ inches

PART F – CONSEQUENCES

1. **Consequences *(check and complete all that apply)***

a.	Fatalities	Injuries
Number of operator employees:		
Contractor employees working for operator:		
General public:		
Totals:		

b. Was pipeline/segment shutdown due to leak? ○Yes ○ No
If Yes, how long? _____ days _____ hours _____ minutes

c. Product ignited ○Yes ○ No d. Explosion ○Yes ○ No
e. ☐ Evacuation *(general public only)* /___/___/___/___/ people
   Reason for Evacuation:
   ○ Precautionary by company
   ○ Evacuation required or initiated by public official
f. Elapsed time until area was made safe:
   /___/___/ hr. /___/___/ min.

2. **Environmental Impact**
   a. Wildlife Impact: Fish/aquatic ○ Yes ○ No
   Birds ○ Yes ○ No
   Terrestrial ○ Yes ○ No
   b. Soil Contamination ○ Yes ○ No
   If Yes, estimated number of cubic yards: _____
   c. Long term impact assessment performed: ○ Yes ○ No
   d. Anticipated remediation ○ Yes ○ No
   If Yes, check all that apply: ☐ Surface water ☐ Groundwater ☐ Soil ☐ Vegetation ☐ Wildlife

e. Water Contamination: ○ Yes ○ No *(If Yes, provide the following)*
   Amount in water _____ barrels
   Ocean/Seawater ○ No ○ Yes
   Surface ○ No ○ Yes
   Groundwater ○ No ○ Yes
   Drinking water ○ No ○ Yes *(If Yes, check below.)*
   ○ Private well ○ Public water intake

PART G – LEAK DETECTION INFORMATION

1. Computer based leak detection capability in place? O Yes O No

2. Was the release initially detected by? (check one):
   - O CPM/SCADA-based system with leak detection
   - O Static shut-in test or other pressure or leak test
   - O Local operating personnel, procedures or equipment
   - O Remote operating personnel, including controllers
   - O Air patrol or ground surveillance
   - O A third party
   - O Other (specify) _____

3. Estimated leak duration days ____ hours ____

PART H – APPARENT CAUSE

Important: *There are 25 numbered causes in this Part H. Check the box corresponding to the primary cause of the accident. Check one circle in each of the supplemental categories corresponding to the cause you indicate. See the instructions for guidance.*

H1 – CORROSION

1. ☐ External Corrosion

2. ☐ Internal Corrosion

(Complete items a – e where applicable.)

a. Pipe Coating
- O Bare
- O Coated

b. Visual Examination
- O Localized Pitting
- O General Corrosion
- O Other _____

c. Cause of Corrosion
- O Galvanic
- O Atmospheric
- O Stray Current
- O Microbiological
- O Cathodic Protection Disrupted
- O Stress Corrosion Cracking
- O Selective Seam Corrosion
- O Other _____

d. Was corroded part of pipeline considered to be under cathodic protection prior to discovering accident?
O No O Yes, Year Protection Started: /___/___/___/___/

e. Was pipe previously damaged in the area of corrosion?
O No O Yes ⇒ Estimated time prior to accident: /___/___/ years /___/___/ months Unknown ☐

H2 – NATURAL FORCES

3. ☐ Earth Movement ⇒ O Earthquake O Subsidence O Landslide O Other _____
4. ☐ Lightning
5. ☐ Heavy Rains/Floods ⇒ O Washouts O Flotation O Mudslide O Scouring O Other _____
6. ☐ Temperature ⇒ O Thermal stress O Frost heave O Frozen components O Other _____
7. ☐ High Winds

H3 — EXCAVATION DAMAGE

8. ☐ Operator Excavation Damage (including their contractors/Not Third Party)
9. ☐ Third Party *(complete a-f)*

a. Excavator group
O General Public O Government O Excavator other than Operator/subcontractor

b. Type: O Road Work O Pipeline O Water O Electric O Sewer O Phone/Cable
O Landowner-not farming related O Farming O Railroad
O Other liquid or gas transmission pipeline operator or their contractor
O Nautical Operations O Other _____

c. Excavation was: O Open Trench O Sub-strata (boring, directional drilling, etc…)

d. Excavation was an ongoing activity (Month or longer) O Yes O No If Yes, Date of last contact /___/___/___/

e. Did operator get prior notification of excavation activity?
O Yes; Date received: /___/___/ mo. /___/___/ day /___/___/___/___/ yr. O No
Notification received from: O One Call System O Excavator O Contractor O Landowner

f. Was pipeline marked as result of location request for excavation? O No O Yes *(If Yes, check applicable items i - iv)*
- i. Temporary markings: O Flags O Stakes O Paint
- ii. Permanent markings: O
- iii. Marks were (check one) : O Accurate O Not Accurate
- iv. Were marks made within required time? O Yes O No

H4 – OTHER OUTSIDE FORCE DAMAGE

10. ☐ Fire/Explosion as primary cause of failure ⇒ Fire/Explosion cause: O Man made O Natural
11. ☐ Car, truck or other vehicle not relating to excavation activity damaging pipe
12. ☐ Rupture of Previously Damaged Pipe
13. ☐ Vandalism

H5 – MATERIAL AND/OR WELD FAILURES

Material

14. ☐ Body of Pipe ⇒ ○ Dent ○ Gouge ○ Bend ○ Arc Burn ○ Other _____
15. ☐ Component ⇒ ○ Valve ○ Fitting ○ Vessel ○ Extruded Outlet ○ Other _____
16. ☐ Joint ⇒ ○ Gasket ○ O-Ring ○ Threads ○ Other _____

Weld

17. ☐ Butt ⇒ ○ Pipe ○ Fabrication ○ Other _____
18. ☐ Fillet ⇒ ○ Branch ○ Hot Tap ○ Fitting ○ Repair Sleeve ○ Other _____
19. ☐ Pipe Seam ⇒ ○ LF ERW ○ DSAW ○ Seamless ○ Flash Weld
    ○ HF ERW ○ SAW ○ Spiral ○ Other _____

*Complete a-g if you indicate **any** cause in part H5.*

a. Type of failure:
○ Construction Defect ⇒ ○ Poor Workmanship ○ Procedure not followed ○ Poor Construction Procedures
○ Material Defect

b. Was failure due to pipe damage sustained in transportation to the construction or fabrication site? ○ Yes ○ No

c. Was part which leaked pressure tested before accident occurred? ○ Yes, *complete d-g* ○ No

d. Date of test: /___/___/___/___/ yr. /___/___/ mo. /___/___/ day

e. Test medium: ○ Water ○ Inert Gas ○ Other _____

f. Time held at test pressure: /___/___/ hr.

g. Estimated test pressure at point of accident: _____ *PSIG*

H6 – EQUIPMENT

20. ☐ Malfunction of Control/Relief Equipment ⇒ ○ Control valve ○ Instrumentation ○ SCADA ○ Communications
    ○ Block valve ○ Relief valve ○ Power failure ○ Other _____
21. ☐ Threads Stripped, Broken Pipe Coupling ⇒ ○ Nipples ○ Valve Threads ○ Dresser Couplings ○ Other _____
22. ☐ Seal Failure ⇒ ○ Gasket ○ O-Ring ○ Seal/Pump Packing ○ Other _____

H7 – INCORRECT OPERATION

23. ☐ Incorrect Operation

a. Type: ○ Inadequate Procedures ○ Inadequate Safety Practices ○ Failure to Follow Procedures
○ Other _____

b. Number of employees involved who failed a post-accident test: drug test: /___/___/___/ alcohol test /___/___/___/

H8 – OTHER

24. ☐ Miscellaneous, *describe:* _____
25. ☐ Unknown
    ○ Investigation Complete ○ Still Under Investigation *(submit a supplemental report when investigation is complete)*

PART I – NARRATIVE DESCRIPTION OF FACTORS CONTRIBUTING TO THE EVENT *(Attach additional sheets as necessary)*

FIGURE 2.3

PPL 43
(revised 12/96)

EMERGENCY CONDITION REPORTED BY TELEPHONE

(for use in identifying and classifying notices of potential emergency events)

Person Reporting Event:

Name: _____

Present Physical Location: _____

Telephone Number (if one): _____

Where Can Contact For Further Info: _____

Location of Emergency Condition:

State and County OR Parish: _____

Nearest City, Town and/or Subdivision: _____

Road Name and/or PPL Number (if known): _____

Significant Landmark and/or Property Owner Name (if known): _____

Description of Emergency Condition:

_____

_____

_____

_____ pipeline(s) shut down at (time): _____

COMPLETE THE FOLLOWING PROVIDING INFORMATION IS KNOWN OR WAS REPORTED:

Product Known or Suspected To Be:

- ☐ gasoline
- ☐ fuel
- ☐ unknown
- other: _____
- ☐ odor or vapor present only
- ☐ spraying or misting
- ☐ visible in liquid form
- ☐ spill flowing away from area of release
- ☐ audible (night)

Potential Hazards:

- ☐ evacuation / traffic control required immediately
- ☐ fire has occurred or in progress
- ☐ vis ble vapor cloud present
- ☐ product in or moving towards populated area
- ☐ product in / near occupied dwelling
- ☐ product in / near road or traffic
- ☐ product on/moving towards river, stream, lake or other waterway
- ☐ product in/moving towards storm drain, manhole or other underground intake
- ☐ local responders (police, fire, EMS) on scene

Additional Information, Potential Hazards, or Remarks:

_____

_____

_____

_____

DOT 195 Spill Classification:

- ☐ emergency response ("RED")
- ☐ potential Incident ("YELLOW")
- ☐ non-emergency event ("GREEN")

Date: _____ Time: _____ Received By: _____

FIGURE 2.3

NOTIFICATION RECORD AND EVENT LOG

Time	Date	Called	Called By	Event/remarks (list organization & individual if outside PPL

Incident: _____

ICP/ OSRCP

Qualified Individual (QI) Notification Exercise

Internal Exercise Documentation

1. Date performed: _____
2. Exercise or actual response: _____
3. Person initiating exercise: _____
4. Name of person notified: _____
   Is this person identified in the response plan as the: ☐ QI ☐ AQI
5. Time initiated: _____
   Time QI or AQI responded: _____
6. Method used to contact:
   ☐ Telephone ☐ Pager ☐ Radio
   ☐ Other _____
7. Description of notification procedure:
   _____
   _____
   _____
   _____
   _____
8. Identify which components of your response plan were exercised during this particular exercise:

Organizational Design

- ☐ Notifications
- ☐ Staff mobilization
- ☐ Ability to operate within the response management system described in the plan

Operational Response

- ☐ Discharge control
- ☐ Assessment of discharge
- ☐ Containment of discharge
- ☐ Recovery of spilled material
- ☐ Protection of economically and environmentally sensitive areas
- ☐ Disposal of recovered product

Response Support

- ☐ Communications
- ☐ Transportation
- ☐ Personnel support
- ☐ Equipment maintenance and support
- ☐ Procurement
- ☐ Documentation

Certifying Signature: _____ Name (Printed): _____
Date: _____

Response Team Tabletop Exercise

Internal Exercise Documentation

1. Date(s) performed: _____
2. Exercise or actual response: _____
   Exercise type: ☐ Announced ☐ Unannounced
3. Location of exercise: _____
4. Time started: _____
   Time completed: _____
5. Response plan scenario used (check one):
   ☐ Small ☐ Medium ☐ Worst case discharge
   Size of (simulated) spill _____ Bbls
6. Describe how the following objectives were exercised:

   a) Response Team's knowledge of oil spill response plan:

   _____
   _____
   _____
   _____
   _____
   _____

   b) Proper notifications:

   _____
   _____
   _____
   _____
   _____
   _____

   c) Communications System:

   _____
   _____
   _____
   _____
   _____
   _____

Response Team Tabletop Exercise

Internal Exercise Documentation (Cont'd)

d) Response Team's ability to access contracted OSRO:

_____
_____
_____

e) Response Team's ability to coordinate spill response with OSC, state and applicable agencies:

_____
_____
_____

f) Response Team's ability to access sensitive site and resource information in Area Contingency Plan:

_____
_____
_____
_____
_____
_____

7. Identify which components of your response plan were exercised:

_____
_____
_____
_____

8. Attach description of lesson(s) learned and person(s) responsible for follow up of corrective measures.

Certifying Signature: _____ Name (Printed): _____
Date: _____

Internal Exercise Documentation Form
(Annual)

Equipment Deployment Exercise

1. Date(s) performed: _____

2. Exercise or actual response? _____
   If an exercise, announced or unannounced? _____

3. Deployment location(s):
   _____
   _____
   _____
   _____
   _____
   _____

4. Time started: _____
   Time completed: _____

5. Equipment deployed was:
   _____ Facility - owned
   _____ Oil spill removal organization - owned if so, which OSRO? _____
   _____ Both

6. List type and amount of all equipment (e.g., boom and skimmers) deployed and number of support personnel employed:
   _____
   _____
   _____
   _____
   _____
   _____

7. Describe goals of the equipment deployment and list any Area Contingency Plan strategies tested (Attach a sketch of equipment deployments and booming strategies):
   _____
   _____
   _____
   _____
   _____

8. For deployment of facility-owned equipment, was the amount of equipment deployed <u>at least</u> the amount necessary to respond to your facility's average most probable spill?
   _____
   _____

   Was the equipment deployed in its intended operating environment?
   _____
   _____

Internal Exercise Documentation Form
(Annual)

Equipment Deployment Exercise (Cont'd)

9. For deployment of OSRO - owned equipment, was a representative sample of each type deployed?

_____

_____

Was the equipment deployed in its intended operating environment?

_____

_____

10. Are all facility personnel that are responsible for response operations involved in a comprehensive training program, and all pollution response equipment involved in a comprehensive maintenance program? _____

_____

If so, describe the program: _____

_____

_____

_____

_____

_____

Date of last equipment inspection: _____

11. Was the equipment deployed by personnel responsible for its deployment in the event of an actual spill? _____

12. Was all deployed equipment operational? If not, why not?

_____

_____

_____

_____

_____

Response Equipment Inspection Log

Inspector	Date	Comments

TELEPHONE BOMB THREAT CHECKLIST

(b) (7)(F), (b) (3)

[redacted]

CALLER CHARACTERISTICS CHECKLIST

(b) (7)(F), (b) (3)

[redacted]

INCIDENT ACTION PLAN

APPENDIX M

W-Western Response Zone

C-Central Response Zone

E-Eastern Response Zone

FIGURE 3.4 (Cont'd)
GATE VALVE LOCATIONS – MAIN AND LATERAL LINES

(b) (7)(F), (b) (3)

[redacted]

FIGURE 3.4 (Cont'd)
GATE VALVE LOCATIONS – MAIN AND LATERAL LINES

(b) (7)(F), (b) (3)

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FIGURE 3.4 (Cont'd)
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FIGURE 3.4 (Cont'd)
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FIGURE 3.4 (Cont'd)
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FIGURE 3.4 (Cont'd)
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FIGURE 3.4 (Cont'd)
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FIGURE 3.4 (Cont'd)
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FIGURE 3.4 (Cont'd)
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FIGURE 3.4 (Cont'd)
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FIGURE 3.4 (Cont'd)
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FIGURE 3.4 (Cont'd)
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FIGURE 3.4 (Cont'd)
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FIGURE 3.4 (Cont'd)
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[redacted]

FIGURE 3.4 (Cont'd)
GATE VALVE LOCATIONS – MAIN AND LATERAL LINES

(b) (7)(F), (b) (3)

[redacted]

APPENDIX M

W-Western Response Zone

C-Central Response Zone

E-Eastern Response Zone

LINE SECTION 8-A SOUTH CAROLINA STATE LINE TO BELTON

(b) (7)(F), (b) (3)

[redacted]

FIGURE 3.4 (Cont'd)
GATE VALVE LOCATIONS – MAIN AND LATERAL LINES

(b) (7)(F), (b) (3)

[redacted]

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GATE VALVE LOCATIONS – MAIN AND LATERAL LINES

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FIGURE 3.4 (Cont'd)
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FIGURE 3.4 (Cont'd)
GATE VALVE LOCATIONS – MAIN AND LATERAL LINES

(b) (7)(F), (b) (3)

[redacted]

FIGURE 3.4 (Cont'd)
GATE VALVE LOCATIONS – MAIN AND LATERAL LINES

(b) (7)(F), (b) (3)

[redacted]

APPENDIX M

W-Western Response Zone

C-Central Response Zone

E-Eastern Response Zone

FIGURE 3.4
GATE VALVE LOCATIONS – MAIN AND LATERAL LINES

(b) (7)(F), (b) (3)

[redacted]

FIGURE 3.4
GATE VALVE LOCATIONS – MAIN AND LATERAL LINES

(b) (7)(F), (b) (3)

[redacted]

FIGURE 3.4 (Cont'd)
GATE VALVE LOCATIONS – MAIN AND LATERAL LINES

(b) (7)(F), (b) (3)

[redacted]

FIGURE 3.4 (Cont'd)
GATE VALVE LOCATIONS – MAIN AND LATERAL LINES

(b) (7)(F), (b) (3)

[redacted]

FIGURE 3.4 (Cont'd)
GATE VALVE LOCATIONS – MAIN AND LATERAL LINES

(b) (7)(F), (b) (3)

[redacted]

FIGURE 3.4 (Cont'd)
GATE VALVE LOCATIONS – MAIN AND LATERAL LINES

(b) (7)(F), (b) (3)

[redacted]

FIGURE 3.4 (Cont'd)
GATE VALVE LOCATIONS – MAIN AND LATERAL LINES

(b) (7)(F), (b) (3)

[redacted]

FIGURE 3.4 (Cont'd)
GATE VALVE LOCATIONS – MAIN AND LATERAL LINES

(b) (7)(F), (b) (3)

[redacted]

FIGURE 3.4 (Cont'd)
GATE VALVE LOCATIONS – MAIN AND LATERAL LINES

(b) (7)(F), (b) (3)

[redacted]

FIGURE 3.4 (Cont'd)
GATE VALVE LOCATIONS – MAIN AND LATERAL LINES

(b) (7)(F), (b) (3)

[redacted]

FIGURE 3.4 (Cont'd)
GATE VALVE LOCATIONS – MAIN AND LATERAL LINES

(b) (7)(F), (b) (3)

[redacted]

FIGURE 3.4 (Cont'd)
GATE VALVE LOCATIONS – MAIN AND LATERAL LINES

(b) (7)(F), (b) (3)

[redacted]

FIGURE 3.4 (Cont'd)
GATE VALVE LOCATIONS – MAIN AND LATERAL LINES

(b) (7)(F), (b) (3)

[redacted]

FIGURE 3.4 (Cont'd)
GATE VALVE LOCATIONS – MAIN AND LATERAL LINES

(b) (7)(F), (b) (3)

[redacted]

FIGURE 3.4 (Cont'd)
GATE VALVE LOCATIONS – MAIN AND LATERAL LINES

(b) (7)(F), (b) (3)

[redacted]

APPENDIX N

GLOSSARY OF TERMS/ACRONYMS

PAGE

Glossary of Terms N-2

Acronyms N-11

GLOSSARY OF TERMS & ACRONYMS
GLOSSARY OF TERMS

This glossary contains definitions of terms that will be used frequently during the course of response operations.

Activate: The process of mobilizing personnel and/or equipment within the response organization to engage in response operations.

Activator: An individual in the response organization whose responsibilities include notifying other individuals or groups within the organization to mobilize personnel and/or equipment.

Adverse Weather: The weather conditions that will be considered when identifying response systems and equipment in a response plan for the applicable operating environment. Factors to consider include significant wave height, ice, temperature, weather - related visibility, and currents within the Captain of the Port (COTP) zone in which the systems or equipment are intended to function.

Agency Representative: Individual assigned to an incident from an agency who has been delegated full authority to make decisions on all matters affecting that agency's participation in response operations.

Area Committee: As defined by Sections 311(a)(18) and (j)(4) of CWA, as amended by OPA, means the entity appointed by the President consisting of members from Federal, State, and local agencies with responsibilities that include preparing an Area Contingency Plan for the area designated by the President. The Area Committee may include ex-officio (i.e., non-voting) members (e.g., industry and local interest groups).

Area Contingency Plan: As defined by Sections 311(a)(19) and (j)(4) of CWA, as amended by OPA, means the plan prepared by an Area Committee, that in conjunction with the NCP, shall address the removal of a discharge including a worst-case discharge and the mitigation or prevention of a substantial threat of such a discharge from a vessel, offshore facility, or onshore facility operating in or near an area designated by the President.

Area Response Team: Designated Facility individuals who will fulfill the roles determined in the oil spill response plan in the event of an oil or hazardous substance spill. They will supervise and control all response and clean-up operations.

Atlanta Command Center: Serves as the focal point for senior management support of an incident.

Average Most Probable Discharge: A discharge of the lesser of 50 barrels or 1% of the volume of the worst case discharge.

Bioremediation Agents: Means microbiological cultures, enzyme additives, or nutrient additives that are deliberately introduced into an oil discharge and that will significantly increase the rate of biodegradation to mitigate the effects of the discharge.

Boom: A piece of equipment or a strategy used to either contain free floating oil to a confined area or protect an uncontaminated area from intrusion by oil.

Booming Strategies: Strategic techniques which identify the location and quantity of boom required to protect certain areas. These techniques are generated by identifying a potential spill source and assuming certain conditions which would affect spill movement on water.

Bulk: Material that is stored or transported in a loose, unpackaged liquid, powder, or granular form capable of being conveyed by a pipe, bucket, chute, or belt system.

Chemical Agents: Means those elements, compounds, or mixtures that coagulate, disperse, dissolve, emulsify, foam, neutralize, precipitate, reduce, solubilize, oxidize, concentrate, congeal, entrap, fix, make the pollutant mass more rigid or viscous, or otherwise facilitate the mitigation of deleterious effects or the removal of the oil pollutant from the water. Chemical agents include biological additives, dispersants, sinking agents, miscellaneous oil spill control agents, and burning agents, but do not include solvents.

Clean-up Contractor: Persons contracted to undertake a response action to clean up a spill.

GLOSSARY OF TERMS & ACRONYMS
GLOSSARY OF TERMS (Cont'd)

Cleanup: For the purposes of this document, cleanup refers to the removal and/or treatment of oil, hazardous substances, and/or the waste or contaminated materials generated by the incident. Cleanup includes restoration of the site and its natural resources.

Coastal Waters: For the purpose of classifying the size of discharges, means the waters of the coastal zone except for the Great Lakes and specified ports and harbors on inland rivers.

Coastal Zone: As defined for the purpose of the NCP, means all United States waters subject to the tide, United States waters of the Great Lakes, specified ports and harbors on inland rivers, waters of the contiguous zone, other waters of the high seas subject to the NCP, and the land surface or land substrata, ground waters, and ambient air proximal to those waters. The term coastal zone delineates an area of federal responsibility for response action. Precise boundaries are determined by EPA/USCG agreements and identified in federal regional contingency plans.

Coast Guard District Response Group (DRG): As provided for by CWA sections 311(a)(20) and (j)(3), means the entity established by the Secretary of the department in which the USCG is operating within each USCG district and shall consist of: the combined USCG personnel and equipment, including firefighting equipment, of each port within the district; additional prepositioned response equipment; and a district response advisory team.

Command: The act of controlling manpower and equipment resources by virtue of explicit or delegated authority.

Command Post: A site located at a safe distance form the spill site where response decisions are made, equipment and manpower deployed, and communications handled. The Incident Commander and the On-Scene Coordinators may direct the on-scene response from this location.

Communications Equipment: Equipment that will be utilized during response operations to maintain communication between the Company employees, contractors, Federal/State/Local agencies. (Radio/ telephone equipment and links)

Containment Boom: A flotation/freeboard device, made with a skirt/curtain, longitudinal strength member, and ballast unit/weight designed to entrap and contain the product for recovery.

Contingency Plan: A document used by (1) federal, state, and local agencies to guide their planning and response procedures regarding spills of oil, hazardous substances, or other emergencies; (2) a document used by industry as a response plan to spills of oil, hazardous substances, or other emergencies occurring upon their vessels or at their facilities.

Contract or Other Approved Means: For OPA 90, a written contract with a response contractor; certification by the facility owner or operator that personnel and equipment are owned, operated, or under the direct control of the facility, and available within the stipulated times; active membership in a local or regional oil spill removal organization; and/or the facility's own equipment.

Critical Areas to Monitor: Areas which if impacted by spilled oil may result in threats to public safety or health.

Cultural Resources: Current, historic, prehistoric and archaeological resources which include deposits, structures, ruins, sites, buildings, graves, artifacts, fossils, or other objects of antiquity which provide information pertaining to the historical or prehistorical culture of people in the state as well as to the natural history of the state.

Damage Assessment: The process of determining and measuring damages and injury to the human environment and natural resources, including cultural resources. Damages include differences between the conditions and use of natural resources and the human environment that would have occurred without the incident, and the conditions and use that ensued following the incident. Damage assessment includes planning for restoration and determining the costs of restoration.

Decontamination: The removal of hazardous substances from personnel and their equipment necessary to prevent adverse health effects.

Discharge: Any spilling, leaking, pumping, pouring, emitting, emptying, or dumping.

Dispersants: Means those chemical agents that emulsify, disperse, or solubilize oil into the water column or promote the surface spreading of oil slicks to facilitate dispersal of the oil into the water column.

GLOSSARY OF TERMS & ACRONYMS
GLOSSARY OF TERMS (Cont'd)

Diversion Boom: A floatation/freeboard device, made with a skirt/curtain, longitudinal strength member, and ballast unit/weight designed to deflect or divert the product towards a pick up point, or away from certain areas.

Drinking Water Supply: As defined by Section 101(7) of CERCLA, means any raw or finished water source that is or may be used by a public water system (as defined in the Safe Drinking Water Act) or as drinking water by one or more individuals.

Economically Sensitive Areas: Those areas of explicit economic importance to the public that due to their proximity to potential spill sources may require special protection and include, but are not limited to: potable and industrial water intakes; locks and dams; and public and private marinas.

Emergency Response Action Plan: Selected sections of the Spill Plan that are duplicated and placed in front of the "Foreword" Section of the plan. These pages contain important information that is likely to be referenced during the initial stages of a spill. The ERAP is designated by yellow pages.

Emergency Service: Those activities provided by state and local government to prepare for and carry out any activity to prevent, minimize, respond to, or recover from an emergency.

Environmentally Sensitive Areas: Streams and water bodies, aquifer recharge zones, springs, wetlands, agricultural areas, bird rookeries, endangered or threatened species (flora and fauna) habitat, wildlife preserves or conservation areas, parks, beaches, dunes, or any other area protected or managed for its natural resource value.

Facility: Either an onshore facility or an offshore facility and includes, but is not limited to structures, equipment, and appurtenances thereto, used or capable of being used to transfer oil to or from a vessel or a public vessel. A facility includes federal, state, municipal, and private facilities.

Facility Operator: The person who owns, operates, or is responsible for the operation of the facility.

Federal Fund: The spill liability trust fund established under OPA.

Federal Regional Response Team: The federal response organization (consisting of representatives from selected federal and state agencies) which acts as a regional body responsible for planning and preparedness before an oil spill occurs and providing advice to the FOSC in the event of a major or substantial spill.

Federal Response Plan (FRP): Means the agreement signed by 25 federal departments and agencies in May 1987 and developed under the authorities of the Earthquake Hazards Reduction Act of 1977 and the Disaster Relief Act of 1974, as amended by the Stafford Disaster Relief Act of 1988.

First Responders, First Response Agency: A public health or safety agency (e.g., fire service or police department) charged with responding to a spill during the emergency phase and alleviating immediate danger to human life, health, safety, or property.

Handle: To transfer, transport, pump, treat, process, store, dispose of, drill for, or produce.

Harmful Quantity Of Oil: The presence of oil from an unauthorized discharge in a quantity sufficient either to create a visible film or sheen upon or discoloration of the surface of the water or a shoreline, tidal flat, beach, or marsh, or to cause a sludge or emulsion to be deposited beneath the surface of the water or on a shoreline, tidal flat, beach, or marsh.

Hazardous Material: Any nonradioactive solid, liquid, or gaseous substance which, when uncontrolled, may be harmful to humans, animals, or the environment. Including but not limited to substances otherwise defined as hazardous wastes, dangerous wastes, extremely hazardous wastes, oil, or pollutants.

Hazardous Substance: Any substance designed as such by the Administrator of the EPA pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act; regulated pursuant to Section 311 of the Federal Water Pollution Control Act, or discharged by the SERC.

Hazardous Waste: Any solid waste identified or listed as a hazardous waste by the Administrator of the EPA pursuant to the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA), 42 U.S.C., Section 6901, et seq as amended. The

GLOSSARY OF TERMS & ACRONYMS
GLOSSARY OF TERMS (Cont'd)

EPA Administrator has identified the characteristics of hazardous wastes and listed certain wastes as hazardous in Title 40 of the Code of Federal Regulations, Part 261, Subparts C and D respectively.

HAZMAT: Hazardous materials or hazardous substances, exposure to which may result in adverse effects on health or safety of employees.

HAZWOPER: Hazardous Waste Operations and Emergency Response Regulations published by OSHA to cover worker safety and health aspects of response operations.

Heat Stress: Dangerous physical condition caused by over exposure to extremely high temperatures.

Hypothermia: Dangerous physical condition caused by over exposure to freezing temperatures.

Incident: Any event that results in a spill or release of oil or hazardous materials. Action by emergency service personnel may be required to prevent or minimize loss of life or damage to property and/or natural resources.

Incident Action Plan: The Incident Action Plan, which is initially prepared at the first meeting, contains general control objectives reflecting the overall incident strategy, and specific action plans for the next operational period. When complete, the Incident Action Plans will have a number of attachments.

Incident Briefing Meeting: Held to develop a comprehensive, accurate, and up-to-date understanding of the incident, nature of status of control operations, and nature and status of response operations; ensure the adequacy of control and response operations; begin to organize control and response operations; and prepare for interactions with outside world.

Incident Command Post (ICP): That location at which all primary command functions are executed.

Incident Command System (ICS): The combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, with responsibility for the management of assigned resources at an incident.

Incident Commander (IC): The one individual in charge at any given time of an incident. The Incident Commander will be responsible for establishing a unified command with all on-scene coordinators.

Indian Tribe: As defined in OPA section 1001, means any Indian tribe, band, nation, or other organized group or community, but not including any Alaska Native regional or village corporation, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians and has governmental authority over lands belonging to or controlled by the Tribe.

Initial Cleanup: Remedial action at a site to eliminate acute hazards associated with a spill. An initial clean-up action is implemented at a site when a spill of material is an actual or potentially imminent threat to public health or the environment, or difficulty of cleanup increases significantly without timely remedial action. All sites must be evaluated to determine whether initial cleanup is total cleanup, however, this will not be possible in all cases due to site conditions (i.e., a site where overland transport or flooding may occur).

Initial Notification: The process of notifying necessary the Company personnel and Federal/ State/Local agencies that a spill has occurred, including all pertinent available information surrounding the incident.

Initial Response Actions: The immediate actions that are to be taken by the spill observer after detection of a spill.

Inland Area: means the area shoreward of the boundary lines defined in 46 CFR part 7, except that in the Gulf of Mexico, it means the area shoreward of the lines of demarcation (COLREG lines) as defined in §80.740 through 80.850 of this chapter. The inland area does not include the Great Lakes.

Inland Waters: State waters not considered coastal waters; lakes, rivers, ponds, streams, underground water, et. al.

Inland Zone: Means the environment inland of the coastal zone excluding the Great Lakes, and specified ports and harbors on inland rivers. The term inland zone delineates an area of federal responsibility for response action. Precise boundaries are determined by EPA/USCG agreements and identified in federal regional

GLOSSARY OF TERMS & ACRONYMS
GLOSSARY OF TERMS (Cont'd)

contingency plans.

Interim Storage Site: A site used to temporarily store recovered oil or oily waste until the recovered oil or oily waste is disposed of at a permanent disposal site. Interim storage sites include trucks, barges, and other vehicles, used to store waste until the transport begins.

Lead Agency: The government agency that assumes the lead for directing response activities.

Lead Federal Agency: The agency which coordinates the federal response to incident on navigable waters. The lead federal agencies are:

- **U.S. Coast Guard:** Oil and chemically hazardous materials incidents on navigable waters.
- **Environmental Protection Agency:** Oil and chemically hazardous materials incidents on inland waters.

Lead State Agency: The agency which coordinates state support to federal and/or local governments or assumes the lead in the absence of federal response.

Loading: Transfer from Facility to vehicle.

Local Emergency Planning Committee (LEPC): A group of local representatives appointed by the State Emergency Response Commission (SERC) to prepare a comprehensive emergency plan for the local emergency planning district, as required by the Emergency Planning and Community Right-to-know Act (EPCRA).

Lower Explosive Limit: Air measurement utilized to determine the lowest concentration of vapors that support combustion. This measurement must be made prior to entry into a spill area.

Marinas: Small harbors with docks, services, etc. for pleasure craft.

Medium Discharge: Means a discharge greater than 2,100 gallons (50 Bbls) and less than or equal to 36,000 gallons (85+ Bbls) or 10% of the capacity of the largest tank, whichever is less and not to exceed the WCD.

National Contingency Plan: The plan prepared under the Federal Water Pollution Control Act (33 United State Code §1321 et seq) and the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 United State Code § 9601 et seq), as revised from time to time.

National Pollution Funds Center (NPFC): Means the entity established by the Secretary of Transportation whose function is the administration of the Oil Spill Liability Trust Fund (OSLTF). Among the NPFC's duties are: providing appropriate access to the OSLTF for federal agencies and states for removal actions and for federal trustees to initiate the assessment of natural resource damages; providing appropriate access to the OSLTF for claims; and coordinating cost recovery efforts.

National Response System (NRS): Is the mechanism for coordinating response actions by all levels of government in support of the OSC. The NRS is composed of the NRT, RRTs, OSC, Area Committees, and Special Teams and related support entities.

National Strike Force (NSF): Is a special team established by the USCG, including the three USCG Strike Teams, the Public Information Assist Team (PIAT), and the National Strike Force Coordination Center. The NSF is available to assist OSCs in their preparedness and response duties.

National Strike Force Coordination Center (NSFCC): Authorized as the National Response Unit by CWA section 311(a)(23) and (j)(2), means the entity established by the Secretary of the department in which the USCG is operating at Elizabeth City, North Carolina, with responsibilities that include administration of the USCG Strike Teams, maintenance of response equipment inventories and logistic networks, and conducting a national exercise program.

Natural Resource: Land, fish, wildlife, biota, air, water, ground water, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to or otherwise controlled by the state, federal government, private parties, or a municipality.

Navigable Waters: As defined by 40 CFR 110.1 means the waters of the United States, including the territorial seas. The term includes:

GLOSSARY OF TERMS & ACRONYMS
GLOSSARY OF TERMS (Cont'd)

All waters that are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters that are subject to the ebb and flow of the tide;

Interstate waters, including interstate wetlands;

All other waters such as interstate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, and wetlands, the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce including any such waters;

That are or could be used by interstate or foreign travelers for recreational or other purposes;
From which fish or shellfish are or could be taken and sold in interstate or foreign commerce; and

That are used or could be used for industrial purposes by industries in interstate commerce.

All impoundments of waters otherwise defined as navigable waters under this section;

Tributaries of waters identified in paragraphs (a) through (d) of this definition, including adjacent wetlands; and

Wetlands adjacent to waters identified in paragraphs (a) through (e) of this definition: Provided, that waste treatment systems (other than cooling ponds meeting the criteria of this paragraph) are not waters of the United States.

Waters of the United States do not include prior converted cropland. Notwithstanding the determination of an area's status as prior converted cropland by any other federal agency, for the purposes of the Clean Water Act jurisdiction remains with EPA.

Nearshore Area: For OPA 90, the area extending seaward 12 miles from the boundary lines defined in 46 CFR Part 7, except in the Gulf of Mexico. In the Gulf of Mexico, it means the area extending seaward 12 miles from the line of demarcation defined in §80.740 - 80.850 of title 33 of the CFR.

Non-persistent or Group I Oil: A petroleum-based oil that, at the time of shipment, consists of hydrocarbon fractions:

1. At lease 50% of which by volume, distill at a temperature of 340 degrees C (645 degrees F);
2. At least 95% of which volume, distill at a temperature of 370 degrees C (700 degrees F).

Ocean: The open ocean, offshore area, and nearshore area as defined in this subpart.

Offshore area: The area up to 38 nautical miles seaward of the outer boundary of the nearshore area.

Oil or Oils: Naturally occurring liquid hydrocarbons at atmospheric temperature and pressure coming from the earth, including condensate and natural gasoline, and any fractionation thereof, including, but not limited to, crude oil, petroleum gasoline, fuel oil, diesel oil, oil sludge, oil refuse, and oil mixed with wastes other than dredged spoil. Oil does not include any substance listed in Table 302.4 of 40 CFR Part 302 adopted August 14, 1989, under Section 101(14) of the federal comprehensive environmental response, compensation, and liability act of 1980, as amended by P. L. 99-499.

Oil Spill Liability Trust Fund: Means the fund established under section 9509 of the Internal Revenue Code of 1986 (26 U.S.C. 9509).

Oily Waste: Product contaminated waste resulting from a spill or spill response operations.
On-Scene Coordinator (OSC): Means the federal official predesignated by the EPA or the USCG to coordinate and direct response under subpart D.

On-site: Means the areal extent of contamination and all suitable areas in very close proximity to the contamination necessary for implementation of a response action.

Open Ocean: means the area from 38 nautical miles seaward of the outer boundary of the nearshore area, to the seaward boundary of the exclusive economic zone.

Owner or Operator: Any person, individual, partnership, corporation, association, governmental unit, or public or private organization of any character.

Persistent Oil: A petroleum-based oil that does not meet the distillation criteria for a non-persistent oil. For the purposes of this Appendix, persistent oils are further classified based on specific gravity as follows:

GLOSSARY OF TERMS & ACRONYMS
GLOSSARY OF TERMS (Cont'd)

1. Group II specific gravity less than .85
2. Group III specific gravity between .85 and less than .95
3. Group IV specific gravity .95 and including 1.0
4. Group V specific gravity greater than 1.0

Plan Holder: The plan holder is the industry transportation related facility for which a response plan is required by federal regulation to be submitted by a vessel or facility's owner or operator.

Post Emergency Response: The portion of a response performed after the immediate threat of a release has been stabilized or eliminated and cleanup of the sites has begun.

Post Emergency: The phase of response operations conducted after the immediate threat of the release has been stabilized, and cleanup operations have begun.

Primary Response Contractors or Contractors: An individual, company, or cooperative that has contracted directly with the plan holder to provide equipment and/or personnel for the containment or cleanup of spilled oil.

Qualified Individual (QI): That person or entity who has authority to activate a spill cleanup contractors, act as liaison with the "On-Scene Coordinator" and obligate funds required to effectuate response activities.

Recreation Areas: Publicly accessible locations where social/sporting events take place.

Regional Response Team (RRT): The Federal response organization (consisting of representatives from selected Federal and State agencies) which acts as a regional body responsible for overall planning and preparedness for oil and hazardous materials releases and for providing advice to the OSC in the event of a major or substantial spill.

Remove or Removal: As defined by section 311(a)(8) of the CWA, refers to containment and removal of oil or hazardous substances from the water and shorelines or the taking of such other actions as may be necessary to minimize or mitigate damage to the public health or welfare (including, but not limited to, fish, shellfish, wildlife, public and private property, and shorelines and beaches) or to the environment. For the purpose of the NCP, the term also includes monitoring of action to remove discharge.

Response Activities: The containment and removal of oil from the water and shorelines, the temporary storage and disposal of recovered oil, or the taking of other actions as necessary to minimize or mitigate damage to public health or welfare, or the environment.

Response Contractors: Persons/companies contracted to undertake a response action to contain and/or clean up a spill.

Response Guidelines: Guidelines for initial response that are based on the type of product involved in the spill, these guidelines are utilized to determine clean-up methods and equipment.

Response Plan: A practical manual used by industry for responding to a spill. Its features include: (1) identifying the notifications sequence, responsibilities, response techniques, etc. in a easy to use format; (2) using decision trees, flowcharts, and checklists to insure the proper response for spills with varying characteristics; and (3) segregating information needed during the response from data required by regulatory agencies to prevent confusion during a spill incident.

Response Resources: All personnel and major items of equipment available, or potentially available, for assignment to incident tasks on which status is maintained.

Responsible Party: Any person, owner/operator, or facility that has control over an oil or hazardous substance immediately before entry of the oil or hazardous substance into the atmosphere or in or upon the water, surface, or subsurface land of the state.

Response Priorities: Mechanism used to maximize the effective use of manpower and equipment resources based upon their availability during an operational period.

Response Resources: All personnel and major items of equipment available, or potentially available, for assignment to incident tasks on which status is maintained.

Restoration: The actions involved in returning a site to its former condition.

Rivers and Canals: A body of water confined within the inland area that has a project depth of

GLOSSARY OF TERMS & ACRONYMS
GLOSSARY OF TERMS (Cont'd)

12 feet or less, including the Intracoastal Waterway and other waterways artificially created for navigation.

Securing the Source: Steps that must be taken to stop discharge of oil at the source of the spill.

Sinking Agents: Means those additives applied to oil discharges to sink floating pollutants below the water surface.

Site Characterization: An evaluation of a cleanup site to determine the appropriate safety and health procedures needed to protect employees from identified hazards.

Site Conditions: Details of the area surrounding the facility, including shoreline descriptions, typical weather conditions, socioeconomic breakdowns, etc.

Site Safety and Health Plan: A site specific plan developed at the time of an incident that addresses:

- Safety and health hazard analysis for each operation.
- Personal protective equipment to be used.
- Training requirements for site workers.
- Medical surveillance requirements.
- Air monitoring requirements.
- Site control measures.
- Decontamination procedures.
- Emergency response procedures.
- Confined space entry procedures.

Site Security and Control: Steps that must be taken to provide safeguards needed to protect personnel and property, as well as the general public, to ensure an efficient clean-up operation.

Skimmers: Mechanical devices used to skim the surface of the water and recover floating oil. Skimmers fall into four basic categories (suction heads, floating weirs, oleophilic surface units, and hydrodynamic devices) which vary in efficiency depending on the type of oil and size of spill.

Snare Boom: Oil will adhere to the material of which this boom is made of and thus collect it.

Sorbents: Materials ranging from natural products to synthetic polymeric foams placed in confined areas to soak up small quantities of oil. Sorbents are very effective in protecting walkways, boat decks, working areas, and previously uncontaminated or cleaned areas.

Spill: An unauthorized discharge of oil or hazardous substance into the waters of the state.

Spill Observer: The first Facility individual who discovers a spill. This individual must function as the first responder and person-in-charge until relieved by an authorized supervisor.

Spill of National Significance (SONS): Means a spill which due to its severity, size, location, actual or potential impact on the public health and welfare or the environment, or the necessary response effort, is so complex that it requires extraordinary coordination of federal, state, local, and responsible party resources to contain and cleanup the discharge.

Spill Management Team: The personnel identified to staff the organizational structure identified in a response plan to manage response plan implementation.

Spill Response: All actions taken in responding to spills of oil and hazardous materials, e.g.: receiving and making notifications; information gathering and technical advisory phone calls; preparation for and travel to and from spill sites; direction of clean-up activities; damage assessments; report writing, enforcement investigations and actions; cost recovery; and program development.

Spill Response Personnel: Federal, state, local agency, and industry personnel responsible for participating in or otherwise involved in spill response. All spill response personnel will be pre-approved on a list maintained in each region.

Spill Response Team: The personnel identified to staff the organizational structure identified in a response plan to manage response plan implementation.

Staging Areas: Designated areas near the spill site accessible for gathering and deploying equipment and/or personnel.

State On-Scene Coordinator: The predesignated state On-Scene Coordinator operating under the authority of the National Contingency Plan (NCP).

State Emergency Response Commission (SERC): A group of officials appointed by the Governor to implement the provisions of Title III of the Federal Superfund Amendments and Re-authorization Act of 1986 (SARA). The SERC approves the State Oil and Hazardous Substance

GLOSSARY OF TERMS & ACRONYMS
GLOSSARY OF TERMS (Cont'd)

Discharge Prevention and Contingency Plan and Local Emergency Response Plans.

Surface Collecting Agents: Means those chemical agents that form a surface film to control the layer thickness of oil.

Surface Washing Agent: Is any product that removes oil from solid surfaces, such as beaches and rocks, through a detergency mechanism and does not involve dispersing or solubilizing the oil into the water column.

Tanker: A self-propelled tank vessel constructed or adapted primarily to carry or hazardous material in bulk in the cargo spaces.

Tidal Current Tables: Tables which contain the predicted times and heights of the high and low waters for each day of the year for designated areas.

Trajectory Analysis: Estimates made concerning spill size, location, and movement through aerial surveillance or computer models.

Transfer: Any movement of oil to, from, or within a vessel by means of pumping, gravitation, or displacement.

Trustee: Means an official of a federal natural resources management agency designated in subpart G of the NCP or a designated state official or Indian tribe or, in the case of discharges covered by the OPA, a foreign government official, who may pursue claims for damages under section 1006 of the OPA.

Underwriter: An insurer, a surety company, a guarantor, or any other person, other than an owner or operator of a vessel or facility, that undertakes to pay all or part of the liability of an owner or operator.

Unified Command: The method by which local, state, and federal agencies and the responsible party will work with the Incident Commander to:

- Determine their roles and responsibilities for a given incident.
- Determine their overall objectives for management of an incident.
- Select a strategy to achieve agreed-upon objectives.
- Deploy resources to achieve agreed-upon objectives.

Unified or Coordinated Command Meeting: Held to obtain agreement on strategic objectives and response priorities; review tactical strategies; engage in joint planning, integrate response operations; maximize use of resources; and minimize resolve conflicts.

Volunteers: An individual who donates their services or time without receiving monetary compensation.

Waste: Oil or contaminated soil, debris, and other substances removed from coastal waters and adjacent waters, shorelines, estuaries, tidal flats, beaches, or marshes in response to an unauthorized discharge. Waste means any solid, liquid, or other material intended to be disposed of or discarded and generated as a result of an unauthorized discharge of oil. Waste does not include substances intended to be recycled if they are in fact recycled within 90 days of their generation or if they are brought to a recycling facility within that time.

Waters of the U.S. - See Navigable Waters.

Wetlands: Those areas that are inundated or saturated by surface or groundwater at a frequency or duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include playa lakes, swamps, marshes, bogs, and similar areas such as sloughs, prairie potholes, wet meadows, prairie river overflows, mudflats, and natural ponds (40 CFR 112.2(y)).

Wildlife Rescue: Efforts made in conjunction with Federal and State agencies to retrieve, clean, and rehabilitate birds and wildlife affected by an oil spill.

Worst Case Discharge: The largest foreseeable discharge under adverse weather conditions. For facilities located above the high water line of coastal waters, a worst case discharge includes those weather conditions most likely to cause oil discharged from the facility to enter coastal waters.

GLOSSARY OF TERMS & ACRONYMS

ACRONYMS

AC - Area Committee
ACC Atlanta Command Center
AOR - Area of Review
AQI - Alternate Qualified Individual
ART Area Response Team
BIA - Bureau of Indian Affairs
BLM - Bureau of Land Management
BPD - Barrels Per Day
BOD - Biological Oxygen Demand
BOM - Bureau of Mines
CAER - Community Awareness and Emergency Response
CERCLA - Comprehensive Environmental Response, Compensation and Liability Act
CFR - Code of Federal Regulations
CHEMTREC - Chemical Transportation Emergency Center
COE - U. S. Army Corps of Engineers
CPI - Corrugated Plate Interceptor
CRZ - Contamination Reduction Zone
CWA - Clean Water Act (Federal - Public Law 100-4)
CWS - Community Water System
CZM - Coastal Zone Management
DECON - Decontamination
DOC - Department of Commerce
DOD - Department of Defense
DOE - Department of Energy
DOI - Department of Interior
DOJ - Department of Justice
DOL - Department of Labor
DOS - Department of State
DOT - Department of Transportation
DRAT - District Response Advisory Team
DRG - District Response Group
EBS - Emergency Broadcast System
EHS - Extremely Hazardous Substance
EMA - Emergency Management Agency
EMS - Emergency Medical Service
EOC - Emergency Operations Center
EPA - U. S. Environmental Protection Agency
EPCRA - The Emergency Planning and Right-to-Know Act of 1986 (Title III of SARA)
EQ - Environmental Quality
ERAP Emergency Response Action Plan
ERT - Environmental Response Team
ESA - Endangered Species Act
ETA - Estimated Time of Arrival
FAA - Federal Aviation Administration
FACT - First Assessment Crisis Team
FAX - Facsimile Machine
FCC - Federal Communications Commission
FEMA - Federal Emergency Management Agency
FOSC - Federal On-Scene Coordinator
FR - Federal Register
FRDA - Freshwater Resource Damage Assessment
FRF - Federal Revolving Fund
GIS - Geographic Information System
GSA - General Services Administration
HAZWOPER - Hazardous Waste Operations and Emergency Response
HHS - Department of Health and Human Services
HOPD - Head Office Products Distribution
IAP Incident Action Plan
IBRRC - International Bird Rescue Research Center

GLOSSARY OF TERMS & ACRONYMS

ACRONYMS

IOCC Interstate Oil Compact Commission
LEPC - Local Emergency Planning Committee
LFL - Lower Flammable Limit
LOSC - Local On-Scene Coordinator
LRT - Local Response Team
MBL - Mobile
MER - Marine Emergency Response
MMS - Minerals Management Service
MMT - Marine Management Team
MOU - Memorandum of Understanding
MSDS - Material Safety Data Sheet
MSO - Marine Safety Office
MSRC - Marine Spill Response Corporation
NCP - National Contingency Plan
NCWS - Non-Community Water System
NEPA - National Environmental Policy Act
NIOSH - National Institute for Occupational Safety and Health
NIIMS - National Interagency Incident Management System
NMFS - National Marine Fisheries Service
NOAA - National Oceanic and Atmospheric Administration (Department of Commerce)
NPDES - National Pollution Discharge Elimination System
NPFC - National Pollution Funds Center
NPS - National Park Service
NRC - National Response Center
NRDA - Natural Resource Damage Assessment
NRS - National Response System
NRT - National Response Team
NSF - National Strike Force
NSFCC - National Strike Force Coordination Center
NTNCWS - Non -Transient Non-Community Water System
OPA - Oil Pollution Act
OPS - Office of Pipeline Safety (DOT)
OSC - On-Scene Coordinator
OSHA - Occupational Safety and Health Administration (USDL)
OSLTF - Oil Spill Liability Trust Fund
OSPRA - Oil Spill Prevention and Response Act
OSRO - Oil Spill Response Organization
PCB - Polychlorinated Biphenyls
PFD - Personal Flotation Device
PGR - Pager
PIAT - Public Information Assist Team
POLREP - Pollution Report
PPE - Personal Protective Equipment
PPM - Parts Per Million
PSD - Prevention of Significant Deterioration
QI - Qualified Individual
RACT - Reasonably Achievable Control Technology
RCP - Regional Contingency Plan
RCRA - Resource Conservation and Recovery Act
RECON - Reconnaissance
REP - Radiological Emergency Preparedness
RERT - Radiological Emergency Response Team
RP Responsible Party
RQ - Reportable Quantity
RRT - Regional Response Team
RSPA - Research and Special Programs Administration (DOT- OPS)
SARA - Superfund Amendments and Reauthorization Act
SCBA - Self Contained Breathing Apparatus

GLOSSARY OF TERMS & ACRONYMS

ACRONYMS

SDWA - Safe Drinking Water Act

SERC - State Emergency Response Commission

SIC State Implementation Plan

SMT - Spill Management Team

SONS - Spill of National Significance

SOP - Standard Operating Procedure

SOSC State On-Scene Coordinator

SPCC - Spill Prevention Control and Countermeasures

SRT Spill Response Team

SSC - Scientific Support Coordinator (NOAA)

STEL - Short Term Exposure Limits

SUPSALV - United States Navy Supervisor of Salvage

SWD - Salt Water Disposal

TSCA - Toxic Substances Control Act

TSDF - Treatment, Storage or Disposal Facility

UCS - Unified Command System

USACOE - U.S. Army Corps of Engineers

USCG - U.S. Coast Guard

USDA - U.S. Department of Agriculture

USDL - U.S. Department of Labor

USDOD - U.S. Department of Defense

USDOE - U.S. Department of Energy

USDW - Underground Source of Drinking Water

USFWS - U. S. Fish and Wildlife Services

USGS - U. S. Geological Survey

WCD - Worst Case Discharge

APPENDIX O

REGULATORY AGENCY CORRESPONDENCE AND OTHER AGENCY REQUIREMENTS

Mathis, Charles

From: melanie.barber@dot.gov
Sent: Thursday, April 01, 2010 3:28 PM
To: Mathis, Charles
Subject: RE: Kinder Morgan Pacific Region Facility Response Plan for Sequence Numbers 559 and 1585 through 1591

The United States Department of Transportation Office of Pipeline Safety has received the Plantation Pipe Line Company Facility Response Plan, Sequence Numbers 409, 410, and 411. I have reviewed and approved the Plantation Pipe Line Company Facility Response Plan, Sequence Numbers 409, 410, and 411.

Sincerely,

Melanie M. C. Barber
Environmental Planning Officer
United States Department of Transportation
Office of Pipeline Safety
Room E22-210
1200 New Jersey Avenue, S.E.
Washington, D.C. 20590
Office: 202-366-4560

From: Mathis, Charles [mailto:Charles_Mathis@kindermorgan.com]
Sent: Thursday, April 01, 2010 4:17 PM
To: Barber, Melanie (PHMSA)
Subject: RE: Kinder Morgan Pacific Region Facility Response Plan for Sequence Numbers 559 and 1585 through 1591

Melanie,

The copy is a non-substantial update to the existing plan which is due for the 5-year resubmittal in January 2011.

What is the status of the 5-year approval of the Plantation Pipe Line Company ICP Sequence Numbers 409, 410 and 411?

Chuck Mathis
Manager - Emergency Response Programs
Kinder Morgan Energy Partners, L.P.
713.369.8530 Office
(b) (6) [redacted] ***Cell***
713.369.9215 Fax
Charles_mathis@kindermorgan.com

From: melanie.barber@dot.gov [mailto:melanie.barber@dot.gov]
Sent: Thursday, April 01, 2010 3:06 PM

To: Mathis, Charles
Subject: Kinder Morgan Pacific Region Facility Response Plan for Sequence Numbers 559 and 1585 through 1591

The United States Department of Transportation Office of Pipeline Safety has received the Kinder Morgan Pacific Region Facility Response Plan for Sequence Numbers 559 and 1585 through 1591. Please complete the Facility Response Plan Questionnaire and return it to me by May 31, 2010. Answers should be in essay form and should not contain acronyms or terms of art.

Sincerely,

Melanie M. C. Barber
Environmental Planning Officer
United States Department of Transportation
Office of Pipeline Safety
Room E22-210
1200 New Jersey Avenue, S.E.
Washington, D.C. 20590
Office: 202-366-4560

COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY
Street address: 629 East Main Street, Richmond, Virginia 23219
Mailing address: P.O. Box 1105, Richmond, Virginia 23218
Fax (804) 698-4500 TDD (804) 698-4021
www.deq.virginia.gov

Douglas W. Domenech
Secretary of Natural Resources

David K. Paylor
Director

(804) 698-4000
1-800-592-5482

April 2, 2010

Mr. Chuck Mathis
Kinder Morgan Energy Partners, L.P.
500 Dallas Street, Suite 1000
Houston, TX 77002

FACILITY OIL DISCHARGE CONTINGENCY PLAN APPROVAL

Dear Mr. Mathis:

This letter serves as approval for renewal of the Oil Spill Recovery Contingency Plan (Integrated Contingency Plan) submitted by Kinder Morgan Energy Partners, L.P. for the Plantation Pipe Line Company. The plan has been reviewed according to Regulation 9 VAC 25-91-10 *et seq.* Facility and Aboveground Storage Tank (AST) Regulation, Part IV Oil Discharge Contingency Plan (ODCP) Requirements and meets these requirements.

This approval is effective until expiration of the renewal plan on March 30, 2015. Updated plans or documentation of updated plans shall be submitted to the department for review and approval not less than 90 days prior to this expiration date. All notifications of changes, submissions and updates of the plan required by the above mentioned regulation (including a copy of any subsequently reissued Facility Response Plan approval letters) shall be directed to the Virginia Department of Environmental Quality, Office of Spill Response and Remediation, P.O. Box 1105, Richmond, Virginia 23218.

Be advised that in the event of an oil discharge, the pipeline operator must immediately implement all relevant requirements of Article 11 of the State Water Control Law (§§ 62.1-44.34:14-23), all applicable provisions of the plan, and subsection 9 VAC 25-91-170.A.13b of the above mentioned regulation for a Groundwater Characterization Study. Enclosed is an information sheet regarding the notification requirements of §62.1-44.34:19 for an oil discharge within the Commonwealth of Virginia along with a map depicting the Virginia DEQ Regional Offices.

If you have any questions regarding the contingency plan, contact Shawn Weimer, Preparedness and Response Program Specialist by phone at (804) 698-4307 or by email at shawn.weimer@deq.virginia.gov.

Sincerely,

Elizabeth R. Lamp
Director, Office of Spill Response and Remediation

Enclosure

Minimum Annual FRP/ICP Review Checklist

- For all Facilities – a review must be conducted each calendar year, not to exceed 15 months.
- For U.S. Coast Guard Jurisdictional Facilities – a review must be conducted annually within 30 days of the plan approval date.
- Federal and State Agency requirements for revisions and time line requirements for completing revisions are outlined in Section 1 of each FRP/ICP.

Review Date: _____

☐ **Operating Assets:** Review, confirm and update as needed operating assets (tanks added or removed, pipelines added or removed, truck racks added or removed, changes to dock operations, changes to products handled) covered by this plan. Any changes will also impact the facility Spill Prevention, Countermeasure, and Control Plan (SPCC) and Dock Operations Manual if applicable.

☐ **Qualified Individual:** Review, confirm and update as needed Qualified Individual and Alternate Qualified Individual name and contact information.

☐ **Notification Information:** Review, confirm by telephone call and update as needed telephone numbers for State, County, LEPC, and local contacts.

☐ **Company Owned Response Equipment:** Review, confirm and update as needed specific Kinder Morgan owned spill response equipment listed in the Plan (fire extinguishers, boom, sorbent pads, portable pumps, etc). Verify existence and location of response trailers and contents of those trailers.

☐ **Response Contractor Information:** Review, confirm and update as needed response contractors listed. Confirm by telephone call contact information for each response contractor listed. Note additional/new contract resources, if any.

☐ **Pipeline Information:** Review, confirm and update as needed applicable area pipeline information. Note any changes in line locations, flow rates, operating pressures, and/or products handled.

☐ **Breakout Tank/Pipeline Station Information:** Review, confirm and update as needed applicable breakout tankage and pipeline station information. Note any changes in tank configuration, capacity, and/or product service. Note any changes in station function, configuration and/or status. Any changes may also impact the facility Spill Prevention, Countermeasure, and Control Plan (SPCC) if applicable.

☐ **Storage Tank Information:** Review, confirm and update as needed applicable EPA jurisdictional tank information. Note any changes in tank configuration, capacity, and/or product service. Any changes will also impact the facility Spill Prevention, Countermeasure, and Control Plan (SPCC).

☐ **Products Handled:** Review, confirm and update as needed products handled. Any changes will also impact the facility Spill Prevention, Countermeasure, and Control Plan (SPCC) and Dock Operations Manual if applicable.

☐ **Evacuation Procedures:** Review, confirm and update as needed evacuation procedures, routes and muster locations.

☐ **Maps and Diagrams:** Review all maps and diagrams for accuracy.

Minimum Annual FRP/ICP Review Checklist (Cont'd)

Review Completed by Area Manager/Terminal Supervisor:

☐ I have reviewed the applicable FRP/ICP and no changes are needed.

☐ I have reviewed the applicable FRP/ICP and exceptions are noted on the attached pages.

Signature: _____ **Date:** _____

Name (printed): _____

Title: _____

Review Completed by Operations Manager:

Signature: _____ **Date:** _____

Name (printed): _____

Title: _____

Review Completed by Director of Operations:

Signature: _____ **Date:** _____

Name (printed): _____

Title: _____

Forward a copy of the completed checklist to Manager - Emergency Response Programs.
Retain completed Checklist for five (5) years.

U.S. DEPARTMENT OF HOMELAND SECURITY

U.S. COAST GUARD

INCIDENT MANAGEMENT HANDBOOK

U.S. COAST GUARD
COMDTPUB P3120.17A

AUGUST 2006

USCG PHONE NUMBERS FOR DISTRICT/AREA COMMAND CENTERS

CG CRITICAL INCIDENT COMMS	800-323-7233
FIRST DISTRICT	617-223-8555
ATLANTIC AREA / FIFTH DISTRICT	757-398-6391
SEVENTH DISTRICT	305-415-6800
EIGHTH DISTRICT	504-589-6225
NINTH DISTRICT	216-902-6117
PACIFIC AREA / ELEVENTH DISTRICT	510-437-3701
THIRTEENTH DISTRICT	206-220-7001
FOURTEENTH DISTRICT	808-541-2500
SEVENTEENTH DISTRICT	907-463-2000
CG COMMAND CENTER	800-323-7233
NATIONAL RESPONSE CENTER	800-424-8802

U.S. Department of Homeland Security

United States Coast Guard

Commandant
United States Coast Guard

2100 Second Street, S.W.
Washington, DC 20593-0001
Staff Symbol: G-RPP
Phone: (202) 267-0518
Fax: (202) 267-4085
Email: ctantillo@comdt.uscg.mil

COMDTPUB P3120.17A

AUG 1 8 2006

COMMANDANT PUBLICATION P3120.17A

Subj: U.S. COAST GUARD INCIDENT MANAGEMENT HANDBOOK

Ref:
(a) Homeland Security Presidential Directive Five (HSPD-5)
(b) National Incident Management System (NIMS), March 2004
(c) National Response Plan (NRP), December 2005
(d) Coast Guard NIMS-NRP Implementation Plan, Dec 2004
(e) Alignment with the National Incident Management System and National Response Plan, COMDTINST 16000.27 (series)
(f) Incident Command System, COMDTINST 3120.14 (series)
(g) Coast Guard Incident Command System Implementation Plan, COMDTINST M3120.15 (series)

1. PURPOSE. The Coast Guard Incident Management Handbook (IMH) is designed to assist Coast Guard personnel in the use of the National Incident Management System (NIMS) Incident Command System (ICS) during multi-contingency response operations and planned events. The Incident Management Handbook is an easy reference job aid for responders. It is not a policy document, but rather guidance for response personnel.

2. ACTION. Area, district, maintenance and logistics commanders, commanding officers of headquarters units, assistant commandants for directorates, and commanding officers of all Coast Guard units should disseminate this as widely as possible to all Coast Guard personnel involved in response operations.

3. DIRECTIVES AFFECTED. U.S. Coast Guard Incident Management Handbook, COMDTPUB P3120.17, dated April 11, 2001 is cancelled.

4. BACKGROUND.

DISTRIBUTION – SDL No. 145

	a	b	c	d	e	f	g	h	i	j	k	l	m	n	o	p	q	r	s	t	u	v	w	x	y	z
A																										
B	500	750	750		525									*												
C	25				50									50		25									50	
D		500		50																						
E																										
F																										
G																										
H																										

NON-STANDARD DISTRIBUTION: B:n 1500 copies

a. The Homeland Security Act of 2002 and Homeland Security Presidential Directive Five (HSPD-5), "Management of Domestic Incidents," fundamentally changed how the U.S. prepares for and responds to domestic incidents. As the primary documents for implementing HSPD-5, the NIMS and the National Response Plan (NRP) established a comprehensive approach to incident management and instituted a new national policy and procedures for response. The NIMS ICS is a standardized, all hazard – all risk approach to managing crisis response operations as well as non-crisis events whose principles can be applied to all types of incidents. The Department of Homeland Security (DHS) required all Federal departments and agencies to adopt and fully implement the NIMS ICS by September 2005 as outlined in references (a) through (d).

b. The IMH was revised to include information related to references (a) through (e) as well as small improvements and new tools for the user. The IMH is organized so that the generic information applicable to all types of responses is at the front of the document. For example, the duties and responsibilities of a Planning Section Chief are found in the generic planning section chapter since a Planning Section Chief's job description under ICS does not change from one type of incident to another. The remainder of the IMH is divided into supplements tailored to eight types of incidents the Coast Guard is likely to respond: Terrorism, Search and Rescue; Law Enforcement; Oil Spills; Hazardous Substance Releases (chemical, biological, radiological, and nuclear); Marine Fire; Multi-Casualty and Incidents of National Significance under the NRP.

5. JOB AID AVAILABILITY. USCG NIMS ICS job aids noted in the Handbook and can be found on the Internet at http://homeport.uscg.mil. Coast Guard training courses, if needed, will incorporate the USCG NIMS ICS standard forms since they can be used for the full range of contingencies.

6. FORMS AVAILABILITY. USCG NIMS ICS standard forms included in the Handbook and can be found on the Internet at http://homeport.uscg.mil. Coast Guard training courses, if needed, will incorporate the USCG NIMS ICS standard forms since they can be used for the full range of contingencies.

WAYNE E. JUSTICE
Rear Admiral, U.S. Coast Guard
Director of Enforcement and Incident Management

U.S. COAST GUARD
INCIDENT MANAGEMENT HANDBOOK

INCIDENT COMMAND SYSTEM
(ICS)

PREPARED BY U.S. COAST GUARD
WASHINGTON, D.C. 20593

2006 EDITION

Comments
Please provide comments on this manual to the Coast Guard Headquarters Office of Response, Incident Management and Preparedness:

USCG Commandant (G-RPP)
2100 Second Street, S.W.
Washington, D.C. 20593-0001

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CHAPTER 1

INTRODUCTION

The U.S. Coast Guard Incident Management Handbook (IMH) is designed to assist Coast Guard personnel in the use of the National Incident Management System (NIMS) Incident Command System (ICS) during response operations. The IMH is intended to be used as an easy reference job aid for responders. It is not a policy document, but rather guidance for response personnel. During development of the IMH, it was recognized that eighty-percent of all response operations share common principles, procedures and processes. The other twenty-percent of response operations are unique to the type of incident, such as a search and rescue case or an oil spill. The handbook is laid out so that the generic information applicable to all responses is presented up-front. For example, the duties and responsibilities of the Planning Section Chief (PSC) are found in the generic section since a PSC's job description under ICS does not change from one type of incident to another. The remainder of the IMH is divided into eight types of incidents the Coast Guard is most likely to respond to. They are:

- Terrorism
- Search and Rescue
- Law Enforcement
- Oil Spills
- Hazardous Substance (Chemical, Biological, Radiological, Nuclear)
- Marine Fire Fighting and Salvage
- Event Management and National Special Security Event (NSSE)
- Multi-Casualty

Each of the scenario chapters pertain to a specific type of incident provides a situation from which to illustrate how an incident starts off with first responders and escalates to a large multi-agency response organization. The organizational charts in each chapter are only intended as **examples** of how an ICS organization may be developed to respond to that type of incident. Additionally, in each chapter are incident-specific job descriptions that have proven valuable in past response operations. An example of an incident-specific position would be the Vessel Disposition Group Supervisor located in the Law Enforcement chapter.

Coast Guard response personnel may come from any component of the Coast Guard (Active Duty, Reserve, Auxiliary, or Civilian Employees). Responders should have a basic understanding of NIMS and NIMS ICS to ensure they can effectively operate within the ICS organization and properly use and understand this IMH. Please note that acronyms are used extensively throughout this handbook and will not necessarily be identified when first used, however, an acronym list can be found in chapter 25.

CHAPTER 2

COMMON RESPONSIBILITIES

COMMON RESPONSIBILITIES

The following checklist is applicable to all personnel in an ICS organization:

a. Receive assignment from your agency, including:
   - Job assignment (e.g. designation, position, etc.).
   - Brief overview of type and magnitude of incident.
   - Resource order number and request number/Travel Orders (TONO).
   - Travel instructions including reporting location and reporting time.
   - Any special communications instructions (e.g. travel, radio frequency).
   - Monitor incident related information from media, internet, etc., if available.
   - Assess personal equipment readiness for specific incident and climate (e.g. medications, money, computer, medical record, etc.). Maintain a checklist of items and possibly a personal Go-Kit.
   - Inform others as to where you are going and how to contact you.
   - Review Coast Guard Incident Management Handbook.
   - Take advantage of available travel to rest prior to arrival.

b. Upon arrival at the incident, check in at the designated check-in location. Check-in may be found at any of the following locations:
   - Incident Command Post (ICP).
   - Base.
   - Staging Areas.

- Helibases.

Note: If you are instructed to report directly to an on-scene assignment, check in with the Division/Group Supervisor or the Operations Section Chief.

c. Receive briefing from immediate supervisor.
d. Agency representatives from assisting or cooperating agencies report to the Liaison Officer (LNO) at the ICP after check-in.
e. Acquire work materials.
f. Abide by organizational code of ethics.
g. Participate in IMT meetings and briefings as appropriate.
h. Ensure compliance with all safety practices and procedures. Report unsafe conditions to the Safety Officer.
i. Supervisors shall maintain accountability for their assigned personnel with regard as to exact location(s), personal safety, and welfare at all times, especially when working in or around incident operations.
j. Organize and brief subordinates.
k. Know your assigned communication methods and procedures for your area of responsibility and ensure that communication equipment is operating properly.
l. Use clear text and ICS terminology (no codes) in all radio communications.
m. Complete forms and reports required of the assigned position and ensure proper disposition of incident documentation as directed by the Documentation Unit.
n. Ensure all equipment is operational prior to each work period.
o. Report any signs/symptoms of extended incident stress, injury, fatigue or illness for yourself or

coworkers to your supervisor.

p. Brief shift replacement on ongoing operations when relieved at operational periods or rotation out.
q. Respond to demobilization orders and brief subordinates regarding demobilization.
r. Prepare personal belongings for demobilization.
s. Return all assigned equipment to appropriate location.
t. Complete Demobilization Check-out process before returning to home base.
u. Participate in After-Action activities as directed.
v. Carry out all assignments as directed.
w. Upon demobilization, notify RESL at incident site and home unit of your safe return.

UNIT LEADER RESPONSIBILITIES

In NIMS ICS, a number of the Unit Leader's responsibilities are common to all functions within the ICS organization. Common responsibilities of Unit Leaders are listed below. These will not be repeated in Unit Leader Position Checklists in subsequent chapters.

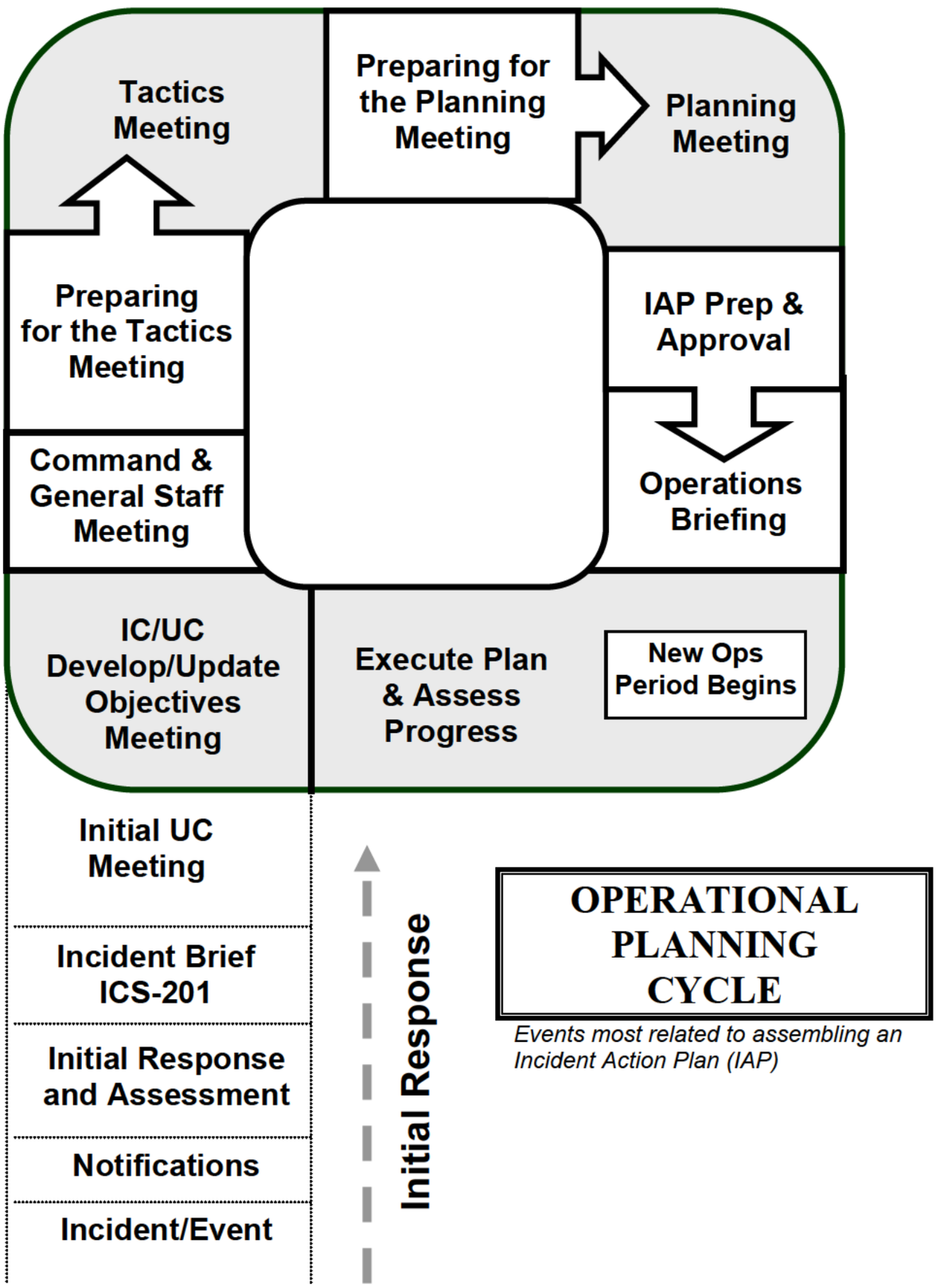
a. Review Common Responsibilities in Chapter 2.
b. Upon check-in, receive briefing from Incident Commander, Section Chief, Unit Leader or Branch Director as appropriate.
c. Participate in incident meetings and briefings, as required.
d. Determine current status of unit activities.
e. Determine resource needs.
f. Order additional unit staff, as appropriate.
g. Confirm dispatch and estimated time of arrival of staff and supplies.
h. Assign specific duties to staff and supervise staff.
i. Develop and implement accountability, safety and security measures for personnel and resources.

j. Supervise demobilization of unit, including storage of supplies.
k. Provide Supply Unit Leader with a list of supplies to be replenished.
l. Maintain unit records, including Unit Log (ICS 214-CG).
m. Individual responders may want to maintain personal log of actions, decisions and events.
n. Carry out all assignments as directed.

 COMMON RESPONSIBILITIES

CHAPTER 3

OPERATIONAL PLANNING CYCLE, MEETINGS, BRIEFINGS, AND THE ACTION PLANNING PROCESS



INITIAL RESPONSE AND ASSESSMENT - The period of Initial Response and Assessment occurs in all incidents. Short-term responses, which are small in scope and/or duration (e.g., a few resources working one operational period), can often be coordinated using only ICS-201-CG (Incident Briefing Form).

INCIDENT BRIEFING (ICS-201) - During the transfer-of-command process, an ICS-201-formatted briefing provides the incoming Incident Commander (IC)/Unified Command (UC) with basic information regarding the incident situation and the resources allotted to the incident. Most importantly it functions as the Incident Action Plan (IAP) for the initial response and remains in force and continues to develop (updated) until the response ends or the Planning Section generates the incident's first IAP. It is also suitable for briefing individuals newly assigned to the Command and General Staff, incoming tactical resources, as well as needed assessment briefings for the staff.

ICS-201-CG facilitates documentation of the current situation, initial response objectives, current and planned actions, resources assigned and requested, on-scene organization structure and incident potential. This form is essential for future planning and the effective management of initial response activities.

When:	New IC/UC; staff briefing as required
Facilitator:	Current IC/UC or (PSC if available)
Attendees:	Prospective IC/UC; Command and General Staff, as available

 OPERATIONAL PLANNING CYCLE

General Tasks

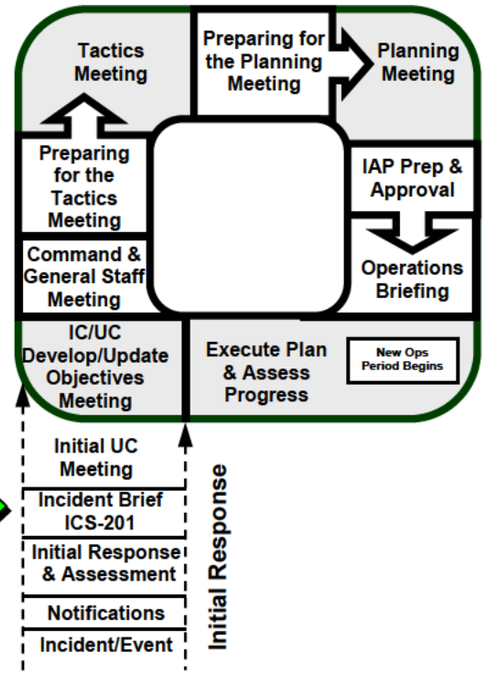
Incident Commander
- Obtains incident brief using ICS-201-CG.
- Assesses operational requirements.
- Determines current/future organizational and response requirements and objectives.

Operations
- Obtains briefing from IC.
- Considers available Contingency Plan.
- Develops strategies and tactics.
- Assembles additional resources.
- Manages response using ICS-201-CG.

Planning
- If available, facilitates briefing.
- If/when activated, orders staff.

Logistics
- If/when activated, orders staff.

Finance/Admin
- If/when activated, orders staff.



Incident Briefing (ICS-201) Agenda:

Using ICS-201-CG as an outline, include:

1. Current situation (note territory, exposures, safety concerns, etc.; use map/charts).
2. Initial objectives and priorities.
3. Current and planned actions.
4. Current on-scene organization.
5. Resource assignments.
6. Resources en-route and/or ordered.
7. Facilities established.
8. Incident potential.

 OPERATIONAL PLANNING CYCLE

INITIAL UNIFIED COMMAND MEETING - Provides UC officials with an opportunity to discuss and concur on important issues prior to the Unified Command Objectives Meeting. The meeting should be brief and all important decisions and direction documented. Prior to the meeting, IC's should have an opportunity to review and prepare to address the agenda items. The results of this meeting will help to guide the overall response efforts.

When: The UC is formed prior to the first meeting.
Facilitator: UC member or PSC (if available).
Attendees: Only ICs that will comprise the UC, DOCL.

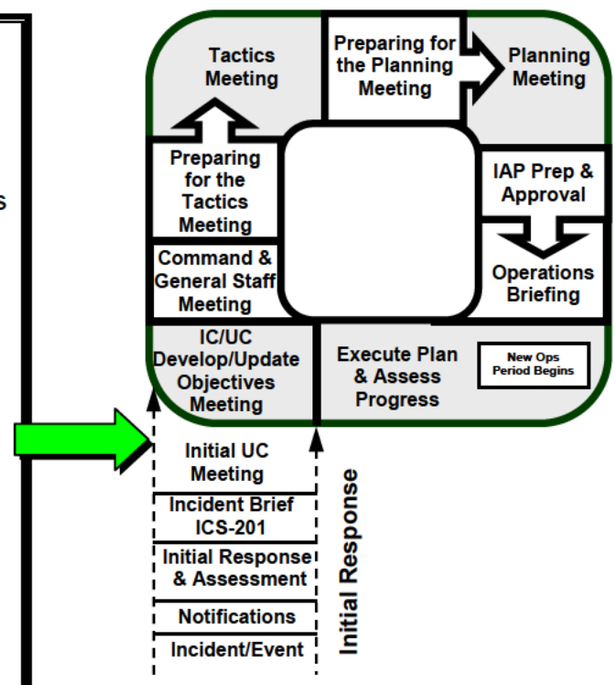
General Tasks

Incident Commander.
- Negotiates UC participation.
- Clarifies UC roles & responsibilities.
- Negotiates and agrees on key decisions including:
- AOR of Incident.
- Name of the incident.
- Overall response organization,
- Location of ICP, facilities, and support.
- Op Period length/start time and work shifts hours.
- OSC and Deputy OSC and
- other key Command and General staff and technical support as needed

Operations
- Briefs UC members on current operations.

Planning
- If available, facilitates and documents meeting.

Logistics & Finance/Admin
- May not be activated at this time.



Initial Unified Command Meeting Agenda:

1. Meeting brought to order, cover ground rules and reviews agenda.
2. Validate makeup of newly formed UC, based on Chapter 5 criteria.
3. Clarify UC Roles and Responsibilities.
4. Review agency policies.
5. Negotiate and agree on Key Decisions which may

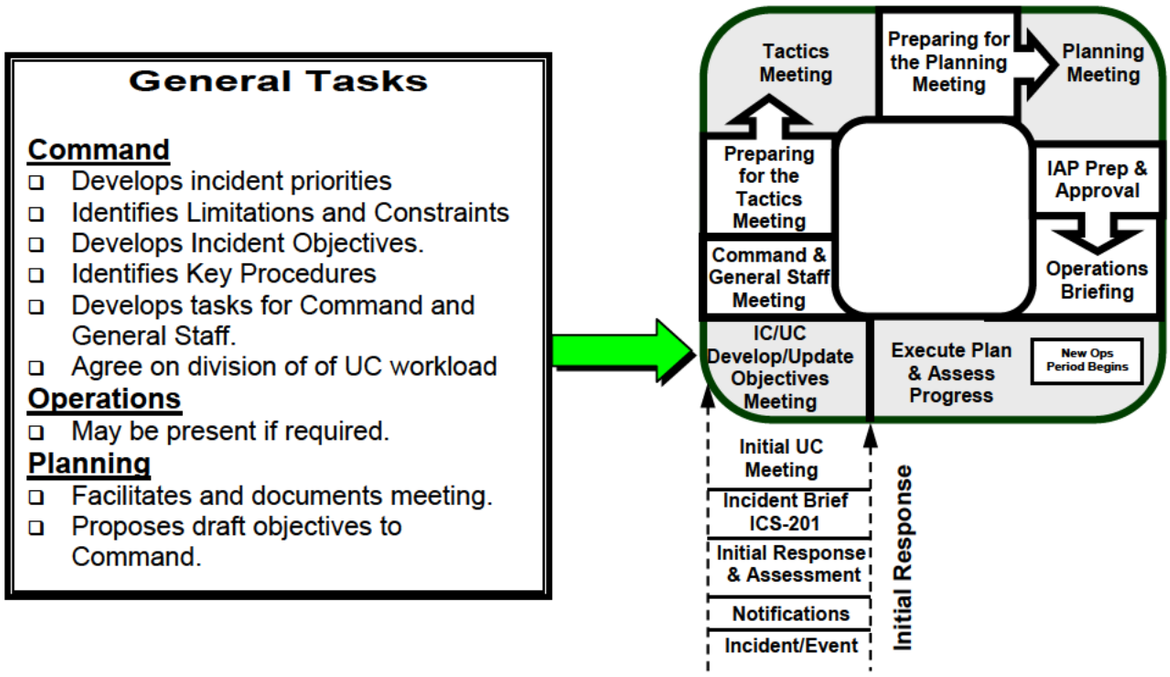
include:

a. UC jurisdictional boundaries and focus (Area of Responsibility (AOR)).
b. Name of incident.
c. Overall response organization, including integration of assisting and cooperating agencies.
d. Location of Incident Command Post (if not already identified) and other critical facilities, as appropriate.
e. Operational period length/start time and work shift hours.
f. Best-qualified Operations Section Chief and Deputy.
g. Other key Command and General staff assignments and technical support as needed.

6. Summarize and document key decisions.

UNIFIED COMMAND OBJECTIVES MEETING (Sometimes called STRATEGY MEETING) - The UC will set response priorities, identify any limitations and constraints, develop incident objectives and establish guidelines for the IMT to follow. For reoccurring meetings, all products will be reviewed and updated as needed. Products resulting from this meeting along with decisions and direction from the Initial UC meeting will be presented at the Command and General Staff Meeting.

When:	Prior to Command and General Staff Meeting.
Facilitator:	IC/UC Member or PSC (if available).
Attendees:	IC/UC Members; Selected Command and General Staff as appropriate, DOCL.



Unified Command Objectives Meeting Agenda:

1. PSC brings meeting to order, conducts roll call, covers ground rules and reviews agenda.
2. Review and/or update key decisions.
3. Develop or review/update response Priorities, Limitations and Constraints.
4. Develop or review Incident Objectives.
5. Develop or review/update Key Procedures which may include:
   a. Managing sensitive information,
   b. Information flow
   c. Resource ordering,
   d. Cost sharing and cost accounting, and
   e. Operational security issues.
6. Develop or review/update tasks for Command and General Staff to accomplish (ICS-233-CG).
7. Review, document and/or resolve status of any open actions (ICS-233-CG).
8. Agree on division of UC workload.
9. Prepare for the Command and General Staff Meeting.

COMMAND AND GENERAL STAFF MEETING – At the Command and General Staff Meeting, IC/UC will present their decisions and management direction to the Command and General Staff Members. This meeting should clarify and help to ensure understanding among the core IMT members on the decisions, objectives, priorities, procedures and functional assignments (tasks) that the UC has discussed and reached agreement on. Ensuing Command and General Staff Meetings will cover any changes in Command direction, review Open Actions and status of assigned tasks (ICS-233-CG).

When: Prior to Tactics Meeting.
Facilitator: PSC.
Attendees: IC/UC Members, Command and General Staff, SITL, and DOCL

General Tasks

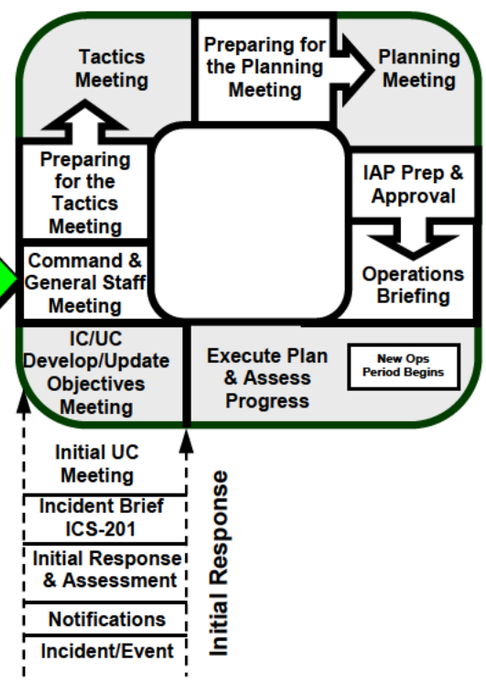
Command
- Reviews key decisions, priorities, constraints, limitations, objectives and procedures.
- Presents/reviews functional work assignments (tasks) to the Command and General Staff members.
- Reviews status of Open Actions, work assignments (tasks) from previous meetings.

Operations
- Provides update on current operations.

Planning
- Facilitates and documents meeting.
- Sets up meeting room.

Situation Unit Leader
- Provides update on current situation and projections if available.

Documentation Unit Leader
- Documents meeting and distributes meeting materials.



Command and General Staff Meeting Agenda:

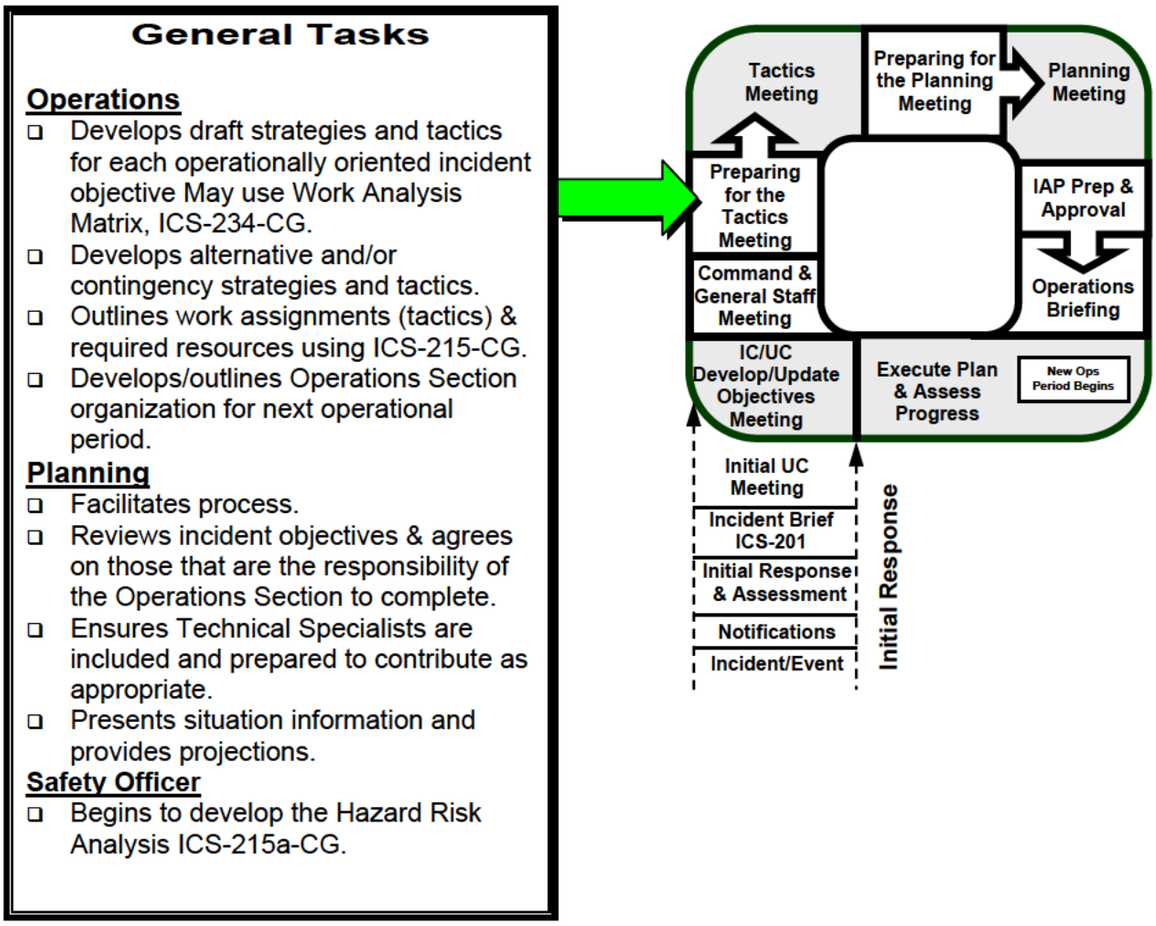
1. PSC brings meeting to order, conducts roll call, covers ground rules and reviews agenda.
2. SITL conducts situation status briefing.
3. IC/UC
   a. Provides comments.

b. Reviews key decisions, priorities, constraints and limitations (if new or changed).
c. Discusses incident objectives,
d. Reviews key procedures (if new or changed), and
e. Assigns or reviews functional tasks/open actions (ICS-233-CG).

4. PSC facilitates open discussion to clarify priorities, objectives, assignments, issues, concerns and open actions/tasks.
5. IC/UC provides closing comments.

PREPARING FOR THE TACTICS MEETING – During this phase of the Operational Planning Cycle, the OSC/PSC begin the work of preparing for the upcoming Tactics Meeting. They review incident objectives to determine those that are OSC responsibility and consider Command priorities. They may draft a Work Analysis Matrix (ICS-334-CG) which helps document strategies and tactics to meet those objectives assigned, and should draft an Operational Planning Worksheet (ICS-215-CG) and an Operations Section organization chart for the next operational period. Also, the SOFR should begin to develop the Hazard Risk Analysis Worksheet (ICS-215a-CG). The PSC should facilitate/support this process to the greatest extent possible to ensure that the material, information, resources, etc. to be presented in the Tactics Meeting is organized and accurate.

When:	Prior to Tactics Meeting.
Facilitator:	PSC facilitates process.
Attendees:	None. This is <u>not</u> a meeting but a period of time.



TACTICS MEETING - This 30-minute meeting produces operational input needed to support the IAP. The OSC may present the Work Analysis Matrix (ICS-234-CG), if completed and will present the draft Operational Planning Worksheet (ICS-215-CG). The proposed Operations Section organization will also be presented by OSC and solidified. The SOFR will present the draft Hazard Risk Analysis Worksheet (ICS-215a-CG). OSC/PSC will solicit input of attendees in order to refine these draft products for full staff approval at the Planning Meeting.

When: Prior to Planning Meeting.
Facilitator: PSC.
Attendees: PSC, OSC, LSC, RESL, SITL, SOFR, DOCL, COML, THSP (as needed).

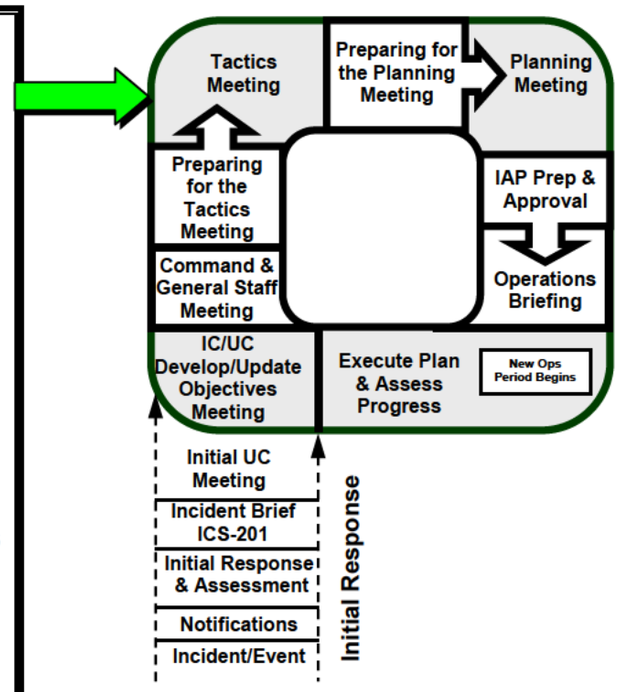
General Tasks

Operations:
- Briefs current operations.
- Presents strategies, tactics and resource needs using ICS-215-CG.
- Identifies alternative strategies.
- Presents Operations Section Organization.

Planning
- Sets up meeting room.
- Facilitates meeting.
- Presents current situation and provides projections.
- Presents resources status.
- Documents meeting.

Safety
- Identifies potential hazards and recommends mitigation measures.
- Presents the Hazard Risk Analysis ICS-215a-CG.

Logistics
- Contributes logistics information as necessary.
- Determines support requirements based on the ICS-215-CG (i.e. facilities and other logistical infrastructure).
- Prepares to order needed resources.



Tactics Meeting Agenda:

1. PSC brings meeting to order, conducts roll call, covers ground rules and reviews agenda.
2. SITL reviews the current & projected incident situation.
3. PSC reviews incident operational objectives and ensures accountability for each.
4. OSC reviews, if completed, the Work Analysis Matrix (ICS-234-CG) strategy and tactics.
5. OSC reviews and/or completes the Operational Planning Worksheet (ICS-215-CG) which addresses work assignments, resource commitments, contingencies and needed support facilities, i.e., Staging Areas.
6. OSC reviews and/or completes Operations Section organization chart.
7. SOFR reviews and/or completes the Hazard Risk Analysis Worksheet (ICS-215a-CG) and identifies and resolves any critical safety issues.

8. LSC discusses and resolves any logistics issues.
9. PSC validates connectivity of tactics and operational objectives.

PREPARING FOR THE PLANNING MEETING

The Command and General Staffs prepare for the upcoming Planning Meeting. The PSC ensures the material, information, resources, etc., used or discussed in the Planning Meeting are prepared and ready for presentation during the meeting.

When: Prior to the Planning Meeting.
Facilitator: PSC facilitates process.
Attendees: None. This is not a meeting but a period of time.

General Tasks

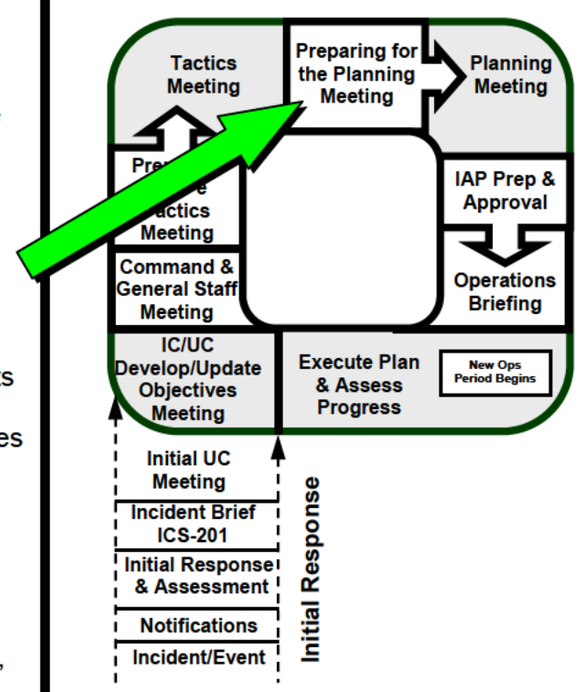
Command
- Prepares further guidance/clarification.
- As needed, meets informally with appropriate staff members.

Operations
- Prepares on-going operations update.
- Prepares final draft ICS-215-CG.
- Coordinates with other staff as needed.

Planning
- Sets up meeting room.
- Develops resource, support and overhead requests and submits to Logistics.
- Publishes/distributes meeting schedule and ensures attendees are prepared.
- Duplicates documents for Command that are needed to support presentations.

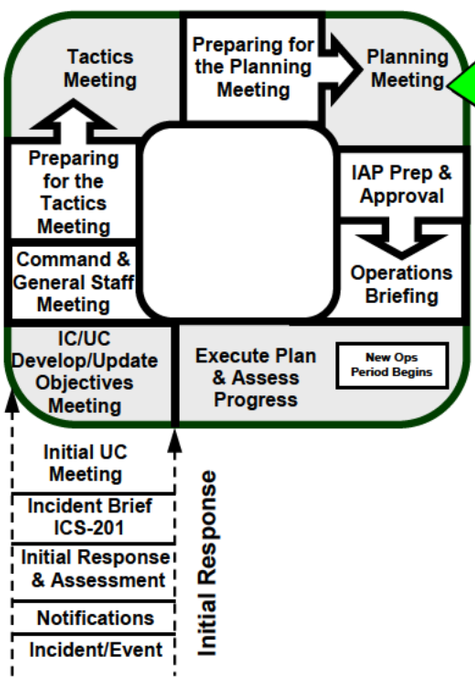
Logistics
- Orders resources to support IAP.
- Considers and orders support requirements, including communications, transportation, medical, etc.
- Prepares for Planning Meeting.
- Verifies support requirements.

Finance/Admin
- Prepares for Planning Meeting.
- Verifies financial and administrative requirements.



PLANNING MEETING - This meeting provides an overview of the tactical plan to achieve Command's current direction, priorities and objectives. The OSC will present the proposed plan to the Command and General Staff for review and comment. OSC will discuss strategy and tactics that were considered and chosen to best meet command's direction for the next operational period. The OSC will also briefly discuss how the incident will be managed along with work assignments and resources and support required to implement the proposed plan. This meeting provides the opportunity for Command and General Staff to discuss and resolve any issues and concerns prior to assembling the IAP. After review and updates are made, planning meeting attendees commit to support the plan.

When: After the Tactics Meeting.
Facilitator: PSC.
Attendees: IC/UC, Command Staff, General Staff, SITL, DOCL and THSP (as required).



General Tasks

Command
- Ensures all of Command's direction, priorities and objectives have been met.
- Provides further direction and resolves differences as needed.
- Gives tacit approval of proposed plan.

Operations
- Provides overview of current OPS.
- Presents plan of action including; strategies, tactics, contingencies, resources, organization structure and overall management considerations i.e. divisions/groups etc.

Planning
- Facilitates meeting.
- Briefs current situation.
- Provides projections.
- Documents meeting.

Logistics
- Briefs logistical support/services and resource ordering status.
- Discusses operational facility issues.

Finance/Admin
- Briefs administrative and financial status/projections, etc.

Command Staff
- Discusses and resolves any Safety, Liaison and Media considerations and issues.

Planning Meeting Agenda:

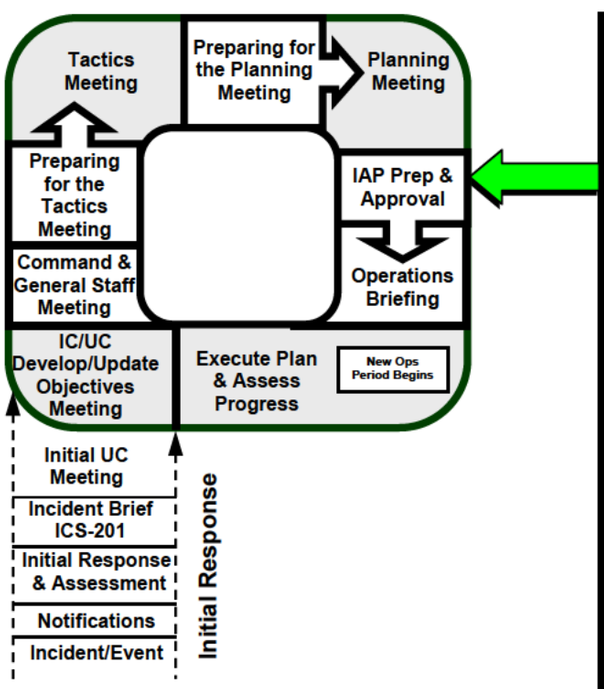
1. PSC brings meeting to order, conducts roll call, covers ground rules and reviews agenda.
2. IC/UC provides opening remarks.
3. SITL provides briefing on current situation, resources at risk, weather/sea forecast and incident projections.
4. PSC reviews Command's incident priorities, decisions and objectives.
5. OSC provides briefing on current operations followed with an overview on the proposed plan including strategy, tactics/work assignments (ICS-215-CG), resource commitment, contingencies, Operations Section organization structure and needed support facilities, i.e., Staging Areas.
6. PSC reviews proposed plan to ensure that Command's priorities and operational objectives are met.
7. PSC reviews and validates responsibility for any open actions/tasks (ICS-233-CG) and management objectives.
8. PSC conducts round robin of Command and General Staff members to solicit their final input and commitment to the proposed plan:
   a. LSC covers transport, communications and supply updates and issues,
   b. FSC covers fiscal issues.
   c. SOFR covers safety issues,
   d. PIO covers public affairs and public information issues,
   e. LNO covers interagency issues and
   f. INTO covers intelligence issues.
9. PSC requests Command's tacit approval of the plan as presented. IC/UC may provide final comments.
10. PSC issues assignments to appropriate IMT members for developing IAP support documentation along with deadlines.

INCIDENT ACTION PLAN PREPARATION AND APPROVAL – Appropriate IMT members must immediately complete the assigned task/products that are needed to include in the IAP. These products must meet the deadline as set by the PSC so that planning can assemble the IAP components. The deadline must be early enough to permit timely IC/UC review, approval, and duplication of sufficient copies for the Operations Briefing and other IMT members.

When: Immediately following the Planning Meeting, the PSC assigns the deadline for products.

Facilitator: PSC facilitates process.

Attendees: None. This is not a meeting but a period of time.



General Tasks

Command
- ❑ Reviews, approves and signs IAP.

Operations
- ❑ Provides required information for inclusion into IAP (ICS-220-CG).
- ❑ Works with Planning to ensure that the chart and ICS-204(s) are complete.

Planning
- ❑ Facilitates gathering of required documents and assembles IAP.
- ❑ Reviews IAP for completeness.
- ❑ Provides completed IAP to IC/UC for review/approval.
- ❑ Makes sufficient copies of the IAP.
- ❑ Distributes IAP to appropriate team members and files original.

Logistics
- ❑ Reviews Logistics Section products for completeness (ICS-205-CG, ICS-206-CG, etc.).
- ❑ Provides logistics information for IAP.
- ❑ Verifies resources ordered/status.

Finance/Admin
- ❑ Verifies financial and administrative requirements for IAP.

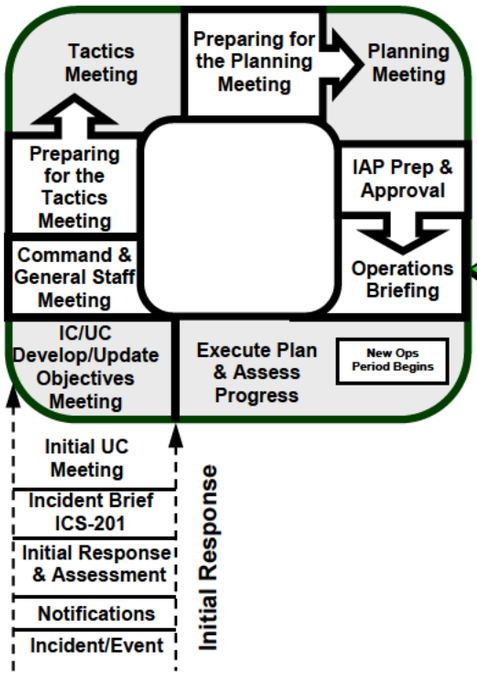
IAP Common Components	**Primary Responsibility**
1. Incident Objectives (ICS-202-CG).	RESL
2. Organization List/Chart (ICS-203/207-CG).	RESL
3. Assignment List (ICS-204-CG).	RESL
4. Communication Plan (ICS-205-CG).	COML
5. Medical Plan (ICS-206-CG).	MEDL
6. Site Safety Plan (ICS-208-CG).	SOFR
7. Incident Map/Chart.	SITL
8. Weather, tide forecast	SITL

Optional Components (use as pertinent):

1. Air Operations Summary (ICS-220-CG)	AOBD
2. Demobilization Plan	DMOB
3. Transportation Plan	GSUL
4. Decontamination Plan	THSP
5. Waste Management or Disposal Plan	THSP
6. Other Plans and/or documents, as required	

OPERATIONS BRIEFING - This 30-minute, or less, briefing presents the IAP to the Operations Section oncoming shift supervisors. After this briefing has occurred and during shift change, off-going supervisors should be interviewed by their relief and by OSC in order to validate IAP effectiveness. The Division/Group Supervisor may make last minute adjustments to tactics over which they have purview. Similarly, a supervisor may reallocate resources within that Division/Group to adapt to changing conditions.

When: Approximately one hour prior to shift change.
Facilitator: PSC.
Attendees: IC/UC, Command and General Staff, Branch Directors, Division/Group Supervisors, Task Force/Strike Team Leaders (if possible), Unit Leaders, others as appropriate.



General Tasks

Command
- Provides guidance/clarification.
- Provides leadership presence and motivational remarks.

Operations
- Provides Operations Briefing for next operational period.
- Ensures ICS-204 tasking is clear.

Planning
- Sets up briefing area.
- Facilitates Command and General Staff and attendees briefing responsibilities.
- Resolves questions.
- Explains support plans as needed.

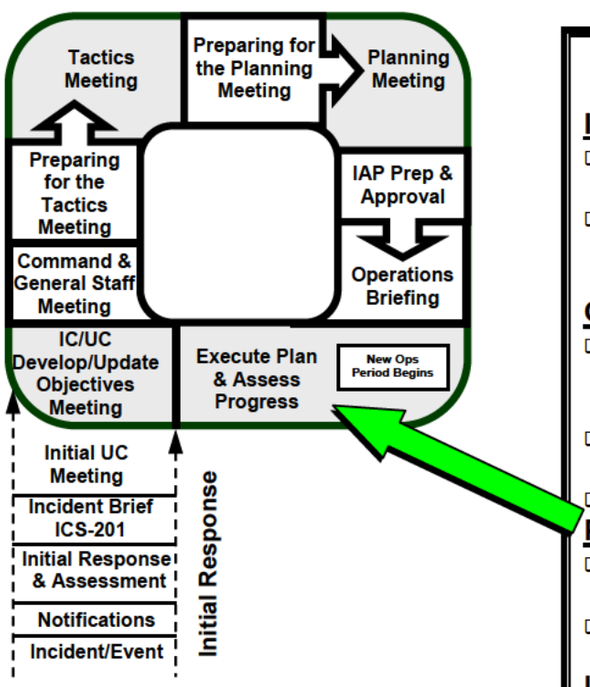
Logistics
- Briefs transportation, communication, and supply issues.

Finance/Admin
- Briefs administrative issues and provides financial report.

Operations Briefing Agenda:

1. PSC opens briefing, covers ground rules, agenda and takes roll call of Command and General Staff and Operations personnel required to attend.
2. PSC reviews IC/UC objectives and changes to the IAP, i.e., pen and ink changes.
3. IC/UC provides remarks.
4. SITL conducts Situation Briefing.
5. OSC discusses current response actions and accomplishments.
6. OSC briefs Operations Section personnel.
7. LSC covers transport, communications and supply updates.
8. FSC covers fiscal issues.
9. SOFR covers safety issues, PIO covers public affairs and public information issues, LNO covers interagency issues and INTO covers intelligence issues.
10. PSC solicits final comments and adjourns briefing.

ASSESS PROGRESS – Assessment is an on-going continuous process to help adjust current operations and help plan for future operations. Following the briefing, and shift change, all Command and General Staff Section Chiefs will review the incident response progress and make recommendations to the IC/UC in preparation for the next IC/UC Objectives Meeting. This feedback/information is continuously gathered from various sources, including Field Observers, responder debriefs, stakeholders, etc. IC/UC should encourage Command and General Staff to get out of the ICP and view first hand the areas of the incident they are supporting.



General Tasks

Incident Commander (IC/UC)
- Monitors on-going incident management activities.
- Considering Best Response practices, evaluates prior decisions, direction, priorities and task assignments.

Operations (OPS)
- Monitors on-going operations and make strategic and tactical changes as necessary.
- Measures/ensures progress against assigned objectives.
- Briefs Command on a scheduled basis.

Planning
- Ensures on-going operational information is being collected and documented.
- Develops new/revised incident objectives and provides to IC/UC.

Logistics
- Evaluates logistical support effectiveness and makes organizational and procedural adjustments as needed.

Finance/Admin
- Monitors ongoing operations to ensure accurate and timely administrative and financial reporting.

Safety Officer
- Monitors ongoing operations and corrects unsafe practices.
- Evaluates effectiveness of the Risk Hazard Analysis (ICS-215a-CG) and Site Safety Plan.

SPECIAL PURPOSE MEETINGS

Special Purpose meetings are most applicable to larger incidents requiring an **Operational Period Planning Cycle**, but may also be useful during the **Initial Response Phase**.

BUSINESS MANAGEMENT MEETING – The purpose of this meeting is to develop and update the Business Management Plan for finance and logistical support. The agenda could include: documentation issues, cost sharing, cost analysis, finance requirements, resource procurement, and financial summary data. Attendees normally include: FSC, COST, PROC, LSC, SITL, and DOCL.

AGENCY REPRESENTATIVE MEETING - This meeting is held to update Agency Representatives and ensure that they can support the IAP. It is conducted by the LNO, and attended by Agency Representatives. It is most appropriately held shortly after the Planning Meeting in order to present the plan (IAP) for the next operational period. It allows for minor changes should the plan not meet the expectations of the Agency Representatives.

MEDIA BRIEFING - This meeting is normally conducted at the Joint Information Center (JIC). Its purpose is to brief the media and the public on the most current and accurate facts. It is set up by the PIO, moderated by a UC spokesperson, and features selected spokespersons. Spokespersons should be prepared by the PIO to address anticipated issues. The briefing should be well-planned, organized, and scheduled to meet media's needs.

TECHNICAL SPECIALIST MEETING – Meetings to gather THSP input to IAP.

DEMOBILIZATION PLANNING MEETING – This meeting is held to gather functional requirements from Command, Command Staff and General Staff that would be included in the incident Demobilization Plan. Functional requirements would include: safety, logistic, and fiscal considerations and release priorities that would be addressed in the plan. Attendees normally include: Command, OSC, PSC, LSC, FSC, LNO, SOFR, INTO PIO and DMOB. The DMOB then prepares a draft Demobilization Plan to include the functional requirements and distributes to Command, Command Staff and General Staff for review and comment.

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 OPERATIONAL PLANNING CYCLE

CHAPTER 4

KEY DECISIONS, PRIORITIES, RESPONSE OBJECTIVES AND STAFF ASSIGNMENTS

References:
(a) Incident Commander Job Aid
(b) Area Command Job Aid

INTRODUCTION

Incident Commander(s) are responsible for providing direction and guidance to the Incident Management Team (IMT). Command must analyze the overall requirements of the incident and determine the most appropriate direction for the management team to follow during the response. This is accomplished by making key decisions, setting priorities, developing response objectives and assigning work (tasks) to primary staff within the IMT. This chapter can be used by Command to help facilitate their responsibilities. The information/ examples provided can be used as is or modified in response to specific risk applications. See Reference (a) for more information on key Command decisions, priorities, response objectives and staff assignments.

Example Decisions:

- Incident name.
- Organizations/agencies that will be represented in Unified Command.
- Integration of other supporting and cooperating organizations/agencies.
- Support facilities and locations (ICP, Base, JIC etc.).
- Operational period and hours of operation.
- Issuing delegation of authority to staff.
- Critical information reporting process.
- Managing sensitive information.
- Resource ordering, cost sharing and cost accounting.
- Operational security issues.
- Staffing of primary positions (OSC and Deputy).
- Incident Response Priorities.
- IMT Procedures/function.
- How Command will function.

Example Incident Priorities:

- Safety of responders and the public.
- Threat to Homeland Security.
- Minimize adverse impact on the environment.
- Restoration of the transportation infrastructure/ maritime commerce.
- Minimize further loss of property.
- Investigation and apprehension of those responsible.
- Reduce/prevent further threat/attack.

Example Incident Objectives

Safety:

- Provide for the safety and welfare of citizens and response personnel.
- Provide for the safety and security of responders as well as maximize the protection of public health and welfare.
- Identify safety and risk management factors and monitor for compliance for both the public and responders.
- Implement practices that allow for the safety and welfare of the passengers and non-essential crew.
- Conduct Operational Risk Assessment and ensure controls are in place to protect responders and the public.

Search and Rescue:

- Locate and evacuate all passengers and crew.
- Evacuate victims to medical transfer areas or facilities once rescued from immediate peril.
- Establish medical triage along with transport to hospital.
- Complete triage of injured passengers and crew and transport to hospital.
- Conduct joint agency SAR efforts.
- Conduct Urban Search and Rescue.
- Account for and provide temporary shelter for displaced passengers and crew.
- Complete accountability for all passengers and crew.

Fire/Salvage:

- Commence fire fighting operations and contain, extinguish and overhaul fire.
- Conduct damage/stability assessment; develop and implement a salvage plan.
- Implement the salvage and tow plan.

Port, Waterways, and Coastal Security/Law Enforcement:

- Implement security awareness measures including evaluation of changes in incident effects, response conditions, and secondary threats, including potential targeting of first responders and contamination.
- Implement measures to isolate, contain and stabilize the incident, including establishment and adjustment of security perimeters.
- Implement agency and maritime community security plans, including Area Maritime Security Plans (AMSP), to deter and prevent multiple security incidents.
- Establish incident security plan including identification badges and other scene control measures.
- Implement scene integrity and evidence preservation procedures.
- Implement procedures that ensure a coordinated effort is in place for investigation, evidence collection, storage and disposal.
- Investigate cause of incident.
- Identify and implement witness/passenger recovery location(s).
- Establish incident security plan including access documentation (e.g. badge control procedures) and other access control measures.
- Establish and continue enforcement of safety/ security zones.
- Establish/conduct shoreline security to coincide with incident activities and enhanced prevention requirements.
- Perform maritime law enforcement as required.
- Request FAA Implement air space closure and monitoring for compliance.

Waterways Management:

- Conduct port assessment and establish priorities for facilitating commerce.
- Develop/implement transit plan to include final destination/berth for vessel(s).
- Identify safe refuge/berth for impacted vessels.
- Establish and maintain close coordination for possible movement of Homeland or National Security assets (Navy).

Oil/HAZMAT Spills:

- Initiate actions to control the source and minimize the volume released.
- Determine oil/hazmat fate and effect (trajectories) identify sensitive areas, develop strategies for protection and conduct pre-impact shoreline debris removal.
- Contain and recover spilled material (Oil/Hazmat).
- Conduct an assessment and initiate shoreline cleanup efforts.
- Remove product from impacted areas.
- Conduct efforts to effectively contain, clean up, recover and dispose of spilled product.

Environmental:

- Provide protection of environmental sensitive areas including wildlife and historic properties.
- Identify and maximize the protection of environmental sensitive areas.
- Identify threatened species and prepare to recover and rehabilitate injured wildlife.
- Investigate the potential for and if feasible, utilize alternative technologies to support response efforts.

Management:

- Manage a coordinated interagency response effort that reflects the makeup of Unified Command.
- Establish an appropriate IMT organization that can effectively meet the initial and long term challenges required to mitigate the incident.
- Identify all appropriate agency/organization mandates, practices, and protocols for inclusion in the overall response effort.
- Identify and minimize social, political and economic adverse effects.
- Implement a coordinated response with law enforcement and other responding agencies including EOC(s) and the JFO.
- Evaluate all planned actions to determine potential impacts on social, political and economic entities.
- Identify competing response activities (LE and Mitigation) to ensure that they are closely coordinated.
- Identify and establish incident support facilities to support interagency response efforts.
- Keep the public, stakeholders and the media informed of response activities.
- Ensure appropriate financial accounting practices are established and adhered to.
- Establish internal/external resource ordering procedures are established and adhered to.
- Establish an incident documentation system.
- Establish an appropriate structure to facilitate communications with stakeholders and agency/organization coordination facilities.

Example Tasks/Work Assignments:

Incident Management Team members expect Command to assign them specific tasks based on the unique characteristics of an incident. Common tasks

that are normally performed by the staff during responses should not be addressed as tasks. The Operations Section Chief normally receives tasks (work assignments) from Command in the form of incident objectives. Some examples of common tasks (work assignments):

Safety Officer:

- Develop a site safety plan, including support facilities and monitor for compliance.
- Report any serious incidents, accidents, or injuries immediately to command.
- Work closely with Logistics to ensure that appropriate communications are in place to support the response effort.

Public Information Officer:

- Develop a media strategy, Review strategy with Command prior to implementation.
- Establish contact with other Public Information personnel.
- Locate and establish a JIC.
- Provide talking points to Command for press briefings, VIP visits and town hall meetings.
- Keep Command informed of any potential adverse political, social, and economic impacts.

Liaison Officer:

- Develop an action plan to ensure communication and coordination with appropriate stakeholders and submit draft of plan to Command for review and approval.
- Keep Command informed of any stakeholder adverse feelings/relationships that may develop.

Intelligence Officer:

- Identify critical intelligence needs and develop intelligence flow plan and brief IMT.

- Ensure that all requests for information (RFI's) are sent and the Command is briefed on all Field Intelligence Reports (FIR).
- Be central point of coordination for all interagency intelligence organizations: Field Intelligence Support Teams, Joint Terrorism Task Forces, Intelligence Fusion Centers, etc.
- Screen intelligence information for OPSEC/Security Sensitive Information (SSI) classification.

Planning:
- Ensure that all off-site information reporting is approved by Command prior to release.
- Develop a contingency plan for sustaining long-term IMT staffing.
- Brief IMT staff on document control system, including handling and storing secure documents.
- Provide all documents that need review or approval by Command at least one hour prior to implementation or release.

Finance/Admin:
- Provide Command with a summary daily cost estimate.
- Establish a claims system and brief the IMT on the process.
- Advise Command of unusual high cost specialized equipment use.

Logistics:
- Develop and brief the IMT on the internal/external resource ordering process and monitor for compliance.
- Ensure that appropriate security is established at each incident support facility.
- Develop a plan; establish secure communication for both internal and external use and brief IMT staff.

CHAPTER 5

UNIFIED COMMAND

Reference:
(a) Incident Commander Job Aid

INTRODUCTION

Unified Command (UC) is an expansion of the ICS organization. To be a member of the UC you must have authority and jurisdiction. UC members may also include agencies, organizations or private industries bringing large amounts of tactical and support resources to the table. The need for UC is brought about when an incident impacts the jurisdictional or functional responsibility of more than one agency. As a component of ICS, the UC is a structure that brings together the "Incident Commanders" of all major organizations that have jurisdictional responsibility for the incident to coordinate an effective response while carrying out their own agencies jurisdictional responsibilities. UC links the responding organizations to the incident and provides a forum for these agencies to make consensus decisions. Under UC, the various jurisdictions and/or agencies and non-government responders may blend together throughout the organization to create an integrated response team.

The need for UC arises when incidents:

- Cross geographic boundaries (e.g., two states, international boundaries);
- Involve various governmental levels (e.g., Federal, state, local,);
- Impact functional responsibilities (e.g., Search and Rescue, fire, oil spill, EMS); or
- Some combination of the above.

UC Make Up:
Actual UC makeup for a specific incident will be determined on a case-by-case basis taking into account:

(1) The specifics of the incident;
(2) Determinations outlined in existing response plans; or
(3) Decisions reached during the initial meeting of the UC. The makeup of the UC may change as an incident progresses in order to account for changes in the situation.

UC is a team effort, but to be effective the number of personnel should be kept as small as possible. A well-defined process requires the UC to set clear objectives to guide the on-scene response resources.

UC is responsible for overall management of the incident. UC directs incident activities, including development and implementation of overall objectives and strategies, and approves ordering and releasing of resources. UC is not a “decision by committee”. The principals are there to command the response to an incident. Time is of the essence. UC should develop synergy based on the significant capabilities that are brought by the various representatives. There should be personal acknowledgement of each representative’s unique capabilities, a shared understanding of the situation, and agreement on the common objectives. With the different perspectives on UC comes the risk of disagreements, most of which can be resolved through the understanding of the underlying issues. Contentious issues may arise, but the UC framework provides a forum and a process to resolve problems and find solutions.

A cooperative attitude and a thorough understanding are essential. as is a thorough understanding of the ICS Operating Cycle. Nevertheless, situations may arise where consensus agreement may not be reachable. In such instances, the UC member representing the agency with the most jurisdictional responsibility would normally be deferred to for the final decision.

The bottom line is that UC has certain responsibilities as noted above. Failure to provide clear incident objectives and response direction means that UC has failed. While the UC structure is an excellent vehicle (and the only nationally recognized vehicle) for coordination, cooperation, and communication, the duly authorized representatives must make the system work successfully. A strong Command – a single IC or UC – is essential to an effective response.

In order to keep the UC small in numbers; and therefore efficient, it is recommended that one agency in the State or Federal government should be the lead agency to coordinate activities and actions within the State/Federal agencies involved. Specific representatives of various agencies should be encouraged to participate on the response team in the functions that best suit their expertise.

The UC may assign Deputy Incident Commander(s) to assist in carrying out IC and/or UC responsibilities. UC members may also be assigned individual legal and administrative support from their own organizations.

To be considered for inclusion as a UC representative, the involved organization:

1. Must have jurisdictional authority or functional responsibility under a law or ordinance for the incident; and,
2. Must have incident or response operations impact on your organization's Area Of Responsibility (AOR); and,
3. Must be specifically charged by law or ordinance with commanding, coordinating or managing a major aspect of the incident response; and,
4. Should have the resources to support participation in the response organization.

UC representatives must be able to:

- Agree on incident objectives and priorities;
- Have the capability to sustain a 24-hour-7-day-a-week commitment to the incident;
- Have the authority to commit agency or company resources to the incident;
- Have the authority to spend agency or company funds;
- Agree on constraints/limitations, priorities, decisions and procedures;
- Agree on an incident response organization;
- Agree on the appropriate Command and General Staff position assignments to ensure clear direction for on-scene tactical resources;
- Commit to speak with "one voice" through the PIO or JIC, if established;
- Agree on managing sensitive information and operational security issues;
- Agree on logistical support including resource ordering procedures; and
- Agree on cost-sharing and cost accounting procedures, as appropriate.

It is important to note that participation in UC occurs without any agency abdicating authority, responsibility, or accountability.

What if your agency is not represented in UC but is involved in the response effort?
Here is how to ensure your organization's concerns or issues are addressed:

- Serve as an agency or company representative who has direct contact with the Liaison Officer (LNO).
- Provide stakeholder input to the LNO (for environmental, economic, social, or political issues).
- Serve as a Technical Specialist in the Planning Section.
- Provide input directly to a member of UC.

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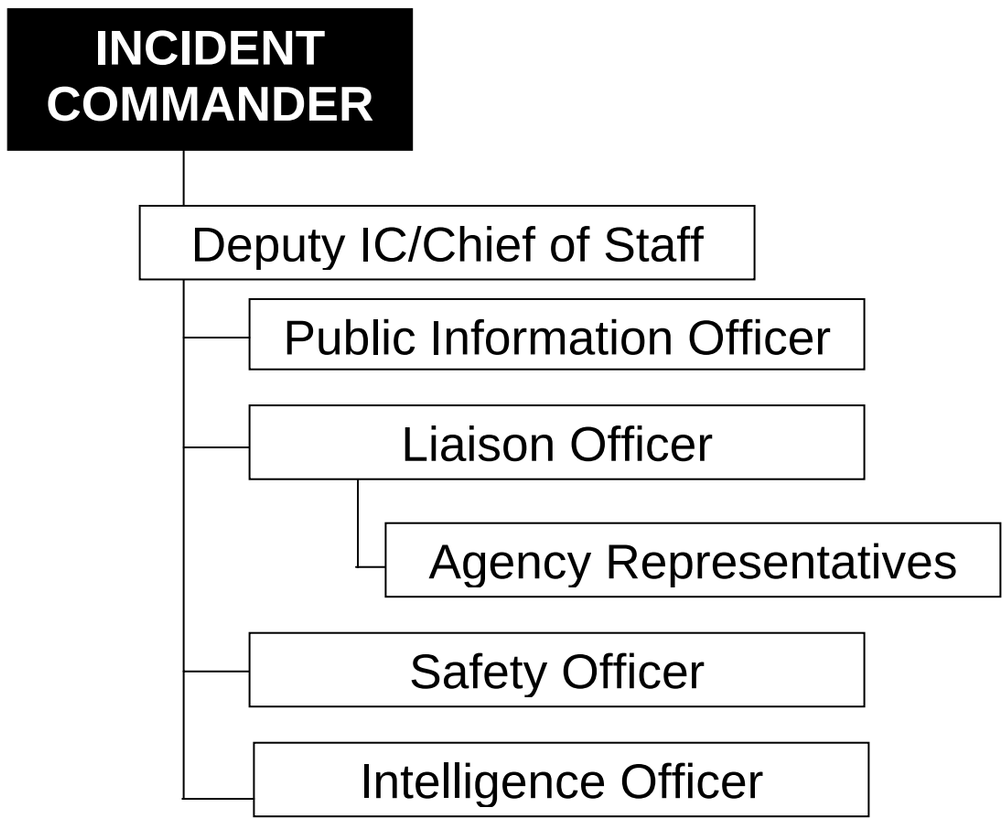
CHAPTER 6

COMMAND STAFF

ORGANIZATION CHART



References:

(a) Incident Commander Job Aid
(b) Public Information Officer Job Aid
(c) Joint Information Center Job Aid
(d) Liaison Officer Job Aid
(e) Safety Officer Job Aid
(f) Intelligence Officer Job Aid

POSITION CHECKLISTS

INCIDENT COMMANDER (IC) – The IC's responsibility is the overall management of the incident. On many incidents, the command activity is carried out by a single IC. The IC is selected based on qualifications and experience. The IC Job Aid (reference (a)) should be reviewed regarding the responsibilities and duties of the IC.

The IC may have Deputy IC's, who may be from the same agency or from an assisting agency. The Deputy IC must have the same qualifications as the person for whom they work, as they must be ready to take over that position at any time. When span of control becomes an issue for the IC, a Deputy IC/Chief of Staff may be assigned to manage the Command Staff.

The major responsibilities of the IC are:

a. Review Common Responsibilities in Chapter 2.
b. Obtain a briefing from the prior IC (201 Briefing).
c. Determine Incident Objectives and general direction for managing the incident.
d. Establish priorities.
e. Establish an ICP.
f. Brief Command Staff and Section Chiefs.
g. Establish an appropriate organization.
h. Ensure planning meetings are scheduled as required.
i. Approve and authorize the implementation of an IAP.
j. Ensure that adequate safety measures are in place.
k. Coordinate activity for all Command and General Staff.
l. Coordinate with key people and officials.
m. Approve requests for additional resources or for

the release of resources.

n. Keep agency administrator informed of incident status.
o. Approve the use of trainees, volunteers, and auxiliary personnel.
p. Authorize release of information to the news media.
q. Ensure Incident Status Summary (ICS 209-CG) is completed and forwarded to appropriate higher authority.
r. Order the demobilization of the incident when appropriate.
s. Maintain Unit Log (ICS 214-CG).

PUBLIC INFORMATION OFFICER (PIO) – The PIO is responsible for developing and releasing information about the incident to the news media, to incident personnel, and to other appropriate agencies and organizations.

Only one primary PIO will be assigned for each incident, including incidents operating under UC and multi-jurisdiction incidents. The PIO may have assistants as necessary, and the assistants may also represent assisting agencies or jurisdictions. The PIO and Joint Information Center (JIC) Job Aids (references (b) and (c)) should be reviewed regarding the organization and duties of the PIO.

Agencies have different policies and procedures relative to the handling of public information. The following are the major responsibilities of the PIO, which would generally apply on any incident.
The major responsibilities of the PIO are:

a. Review Common Responsibilities in Chapter 2.
b. Determine from the IC if there are any limits on information release.

c. Develop material for use in media briefings.
d. Obtain IC approval of media releases.
e. Inform media and conduct media briefings.
f. Arrange for tours and other interviews or briefings that may be required.
g. Manage a Joint Information Center (JIC) if established.
h. Obtain media information that may be useful to incident planning.
i. Maintain current information summaries and/or displays on the incident and provide information on the status of the incident to assigned personnel.
j. Ensure that all required agency forms, reports and documents are completed prior to demobilization.
k. Brief Command on PIO issues and concerns.
l. Have debriefing session with the IC prior to demobilization.
m. Maintain Unit Log (ICS 214-CG).

LIAISON OFFICER (LNO) – Incidents that are multi-jurisdictional, or have several agencies involved, may require the establishment of the LNO position on the Command Staff. Only one primary LNO will be assigned for each incident, including incidents operating under UC and multi-jurisdiction incidents.

The LNO may have assistants as necessary, and the assistants may also represent assisting agencies or jurisdictions. The LNO is assigned to the incident to be the contact for assisting and/or cooperating Agency Representatives. The LNO Job Aid (reference (d)) should be reviewed regarding the organization and duties of the LNO.
The major responsibilities of the LNO are:

a. Review Common Responsibilities in Chapter 2.

b. Be a contact point for Agency Representatives.
c. Maintain a list of assisting and cooperating agencies and Agency Representatives, including name and contact information. Monitor check-in sheets daily to ensure that all Agency Representatives are identified.
d. Assist in establishing and coordinating interagency contacts.
e. Keep agencies supporting the incident aware of incident status.
f. Monitor incident operations to identify current or potential inter-organizational problems.
g. Participate in planning meetings, providing limitations and capability of assisting agency resources.
h. Coordinate response resource needs for Natural Resource Damage Assessment and Restoration (NRDAR) activities with the OSC during oil and HAZMAT responses.
i. Coordinate response resource needs for incident investigation activities with the OSC.
j. Coordinate activities of visiting dignitaries.
k. Ensure that all required agency forms, reports and documents are completed prior to demobilization.
l. Brief Command on agency issues and concerns.
m. Have debriefing session with the IC prior to demobilization.
n. Maintain Unit Log (ICS 214-CG).

AGENCY REPRESENTATIVE (AREP) – In many multi-jurisdiction incidents, an agency or jurisdiction may send an AREP who is not on direct tactical assignment, but is there to assist in coordination efforts.

An AREP is an individual assigned to an incident from an assisting or cooperating agency who has been

delegated authority to make decisions on matters affecting that agency's participation at the incident. AREP's report to the LNO or to the IC in the absence of a LNO.

The major responsibilities of the AREPs are:

a. Review Common Responsibilities in Chapter 2.
b. Ensure that all agency resources are properly checked in at the incident.
c. Obtain briefing from the LNO or IC.
d. Inform assisting or cooperating agency personnel on the incident that the AREP position for that agency has been filled.
e. Attend briefings and planning meetings as required.
f. Provide input on the use of agency resources unless resource Technical Specialists (THSP) are assigned from the agency.
g. Cooperate fully with the IC and the General Staff on agency involvement at the incident.
h. Ensure the well-being of agency personnel assigned to the incident.
i. Advise the LNO of any special agency needs or requirements.
j. Report to home agency dispatch or headquarters on a pre-arranged schedule.
k. Ensure that all agency personnel and equipment are properly accounted for and released prior to departure.
l. Ensure that all required agency forms, reports and documents are completed prior to demobilization.
m. Have a debriefing session with the LNO or IC before demobilization.
n. Maintain Unit Log (ICS 214-CG).

SAFETY OFFICER (SOFR) – The SOFR function is to develop and recommend measures for assuring

personnel safety and to assess and/or anticipate hazardous and unsafe situations. Only one primary SOFR will be assigned for each incident. The SOFR Job Aid (reference (e)) should be reviewed regarding the organization and duties of the SOFR.

The SOFR may have assistants, as necessary, and the assistants may also represent assisting agencies or jurisdictions. Safety assistants may have specific responsibilities, such as air operations, hazardous materials, etc.

The major responsibilities of the SOFR are:

a. Review Common Responsibilities in Chapter 2.
b. Participate in tactics and planning meetings, and other meetings and briefings as required.
c. Identify hazardous situations associated with the incident.
d. Review the IAP for safety implications.
e. Provide safety advice in the IAP for assigned responders.
f. Exercise emergency authority to stop and prevent unsafe acts.
g. Investigate accidents that have occurred within the incident area.
h. Assign assistants, as needed.
i. Review and approve the Medical Plan (ICS 206-CG).
j. Develop the Site Safety Plan and publish Site Safety Plan Summary (ICS 208-CG) as required.
k. Develop the Work Safety Analysis Worksheet (ICS-215a-CG) as required.
l. Ensure that all required agency forms, reports and documents are completed prior to demobilization.
m. Brief Command on safety issues and concerns.
n. Have debriefing session with the IC prior to demobilization.

o. Maintain Unit Log (ICS 214-CG).

INTELLIGENCE OFFICER (INTO) – For the U.S. Coast Guard, the intelligence function has been determined to best fit as the INTO. For more information on the Intelligence function, see Chapter 11. The responsibility of the INTO is to provide Command intelligence information that can have a direct impact on the safety of response personnel and influence the disposition of maritime security assets involved in the response.

The major responsibilities of the INTO are:

a. Review Common Responsibilities in Chapter 2.
b. Participate in meetings and briefings as required.
c. Collect and analyze incoming intelligence information from all sources.
d. Determine the applicability, significance, and reliability of incoming intelligence information.
e. As requested, provide intelligence briefings to the IC/UC.
f. Provide intelligence briefings in support of the ICS Planning Cycle.
g. Provide Situation Unit with periodic updates of intelligence issues that impact the incident response.
h. Review the IAP for intelligence implications.
i. Answer intelligence questions and advise Command and General Staff as appropriate.
j. Supervise, coordinate, and participate in the collection, analysis, processing, and dissemination of intelligence.
k. Assist in establishing and maintaining systematic, cross-referenced intelligence records and files.
l. Establish liaison with all participating law enforcement agencies including the CGIS, FBI/JTTF, State and Local police departments.

m. Conduct first order analysis on all incoming intelligence and fuse all applicable incoming intelligence with current intelligence holdings in preparation for briefings.
n. Prepare all required intelligence reports and plans.
o. As the incident dictates, determine need to implant Intelligence Technical Specialists in the Planning and Operations Sections.
p. Ensure that all required agency forms, reports and documents are completed prior to demobilization.
q. Have debriefing session with the IC prior to demobilization.
r. Maintain Unit Log (ICS 214-CG).

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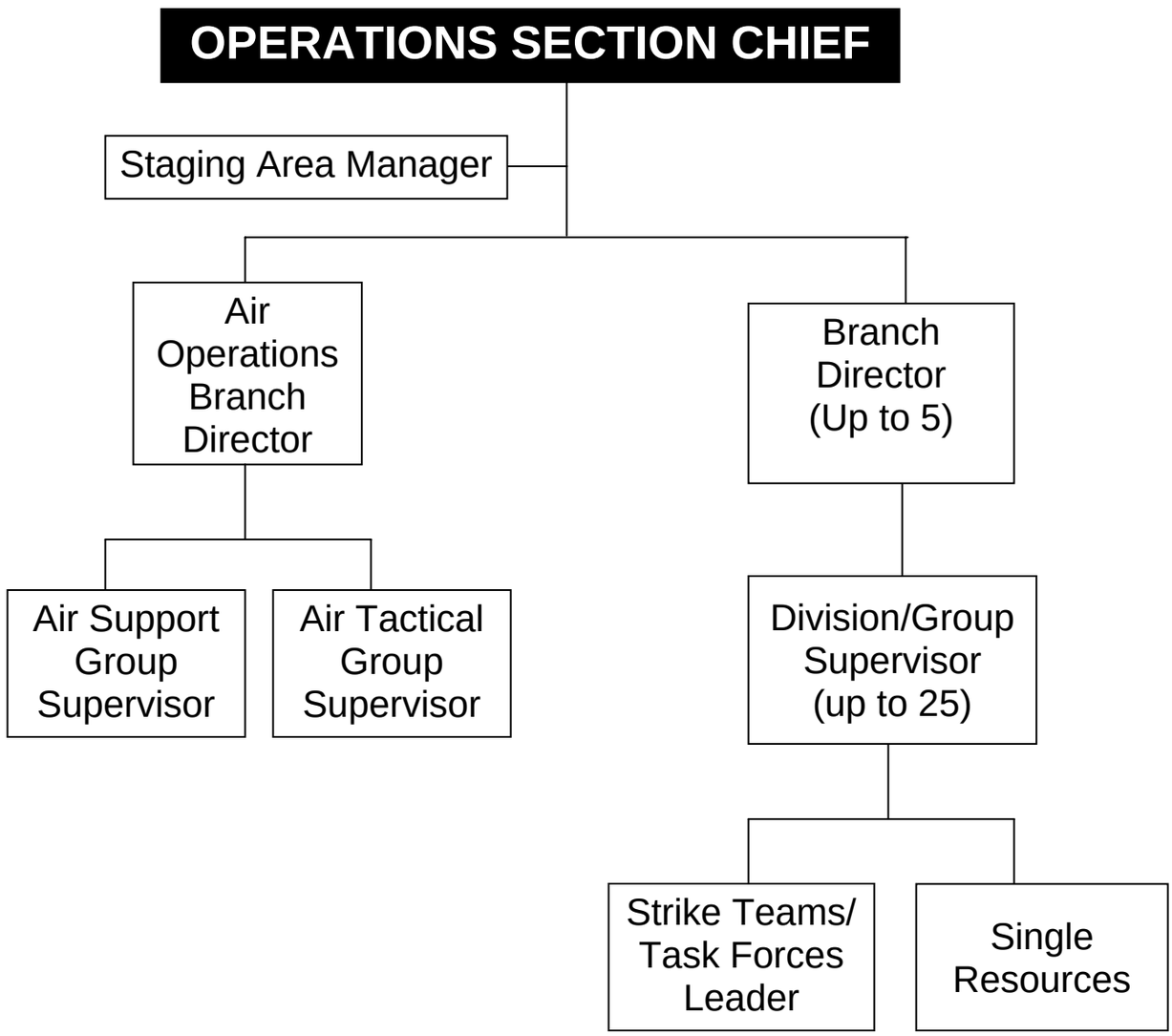
CHAPTER 7

OPERATIONS SECTION

ORGANIZATION CHART



Reference:

(a) Operations Section Chief Job Aid

POSITION CHECKLISTS

OPERATIONS SECTION CHIEF (OSC) – The OSC, a member of the General Staff, is responsible for the management of all tactical operations directly applicable to the primary mission. The OSC will normally be selected from the organization/agency with the most jurisdictional responsibility for the incident.

The OSC activates and supervises organization elements in accordance with the IAP and directs its execution. The OSC also directs the preparation of operational plans; requests or releases resources, monitors operational progress and makes expedient changes to the IAP, as necessary; and reports such to the IC. The OSC Job Aid, Reference (a), should be reviewed regarding the organization and duties of the OSC.

The OSC may have Deputy OSC's, who may be from the same agency or from an assisting agency. The Deputy OSC must have the same qualifications as the person for whom they work, as they must be ready to take over that position at any time. In complex incidents, the OSC may assign a Deputy OSC to supervise on-scene operations (major responsibilities (d) through (k) listed below) while the OSC participates in the incident planning process (major responsibilities (l) through (w) listed below).

The major responsibilities of the OSC are:

a. Review Common Responsibilities in Chapter 2.
b. Obtain briefing from IC.
c. Evaluate and request sufficient Section supervisory staffing for both operational and planning activities.
d. Supervise Operations Section field personnel.

e. Implement the IAP for the Operations Section.
f. Evaluate on-scene operations and make adjustments to organization, strategies, tactics, and resources as necessary.
g. Ensure the Resources Unit is advised of changes in the status of resources assigned to the section.
h. Ensure that Operations Section personnel execute work assignments following approved safety practices.
i. Monitor need for and request additional resources to support operations as necessary.
j. Assemble/dissemble task force/strike teams as appropriate.
k. Identify/utilize staging areas.
l. Evaluate and monitor current situation for use in next operational period planning.
m. Convert operational incident objectives into strategic and tactical options. These options may be documented on a Work Analysis Matrix (ICS-234-CG).
n. Coordinate and consult with the PSC, SOFR technical specialists, modeling scenarios, trajectories, etc., on selection of appropriate strategies and tactics to accomplish objectives.
o. Identify kind and number of resources required to support selected strategies.
p. Subdivide work areas into manageable units.
q. Develop work assignments and allocate tactical resources based on strategic requirements (i.e. develop the ICS-215-CG).
r. Coordinate planned activities with the SOFR to ensure compliance with safety practices.
s. Participate in the planning process and the development of the tactical portions (ICS 204-CG and ICS 220-CG) of the IAP.
t. Assist with development of long-range strategic, contingency, and demobilization plans.

u. Develop recommended list of Section resources to be demobilized and initiate recommendation for release when appropriate.
v. Receive and implement applicable portions of the incident Demobilization Plan.
w. Participate in operational briefings to IMT members as well as briefings to media, and visiting dignitaries.
x. Maintain Unit Log (ICS 214-CG).

BRANCH DIRECTOR (OPBD) – The OPBD's when activated, are under the direction of the OSC and are responsible for the implementation of the portion of the IAP appropriate to the Branches.
The major responsibilities of the OPBD are:

a. Review Common Responsibilities in Chapter 2.
b. Obtain briefing from person relieving.
c. Receive briefing from the OSC.
d. Identify Divisions, Groups, and resources assigned to the Branch.
e. Ensure that Division and/or Group Supervisors (DIVS) have a copy of the IAP.
f. Implement IAP for the Branch.
g. Develop with subordinates alternatives for Branch control operations.
h. Review Division/Group Assignment Lists (ICS 204-CG) for Divisions/Groups within the Branch. Modify lists based on effectiveness of current operations.
i. Assign specific work tasks to DIVS.
j. Supervise Branch operations.
k. Resolve logistic problems reported by subordinates.
l. Attend planning meetings as requested by the OSC.
m. Ensure through chain of command that Resources Unit is advised of changes in the

status of resources assigned to the Branch.

n. Report to OSC when: the IAP is to be modified; additional resources are needed; surplus resources are available; or hazardous situations or significant events occur.
o. Approve accident and medical reports (home agency forms) originating within the Branch.
p. Consider demobilization well in advance.
q. Debrief with OSC and/or as directed at the end of each shift.
r. Maintain Unit Log (ICS 214-CG).

DIVISION/GROUP SUPERVISOR (DIVS) – The DIVS reports to the OSC (or OPBD when activated). The DIVS is responsible for the implementation of the assigned portion of the IAP, assignment of resources within the Division/Group, and reporting on the progress of control operations and status of resources within the Division/Group.

The major responsibilities of the DIVS are:

a. Review Common Responsibilities in Chapter 2.
b. Obtain briefing from person relieving.
c. Receive briefing from supervisor.
d. Identify resources assigned to the Division/ Group.
e. Provide the IAP to subordinates, as needed.
f. Review Division/Group assigned tasks and incident activities with subordinates.
g. Implement IAP for Division/Group.
h. Supervise Division/Group resources and make changes as appropriate.
i. Ensure through chain of command that Resources Unit is advised of all changes in the status of resources assigned to the Division/ Group.
j. Coordinate activities with adjacent Division/ Group.

k. Determine need for assistance on assigned tasks.
l. Submit situation and resources status information to the Branch Director or the OSC as directed.
m. Report hazardous situations, special occurrences, or significant events, e.g., accidents, sickness, discovery of unanticipated sensitive resources, to the immediate supervisor.
n. Maintain Unit Log (ICS 214-CG).
o. Ensure that assigned personnel and equipment get to and from assignments in a timely and orderly manner.
p. Resolve logistics problems within the Division/ Group.
q. Participate in the development of Branch plans for the next operational period, as requested.
r. Consider demobilization well in advance.
s. Debrief as directed at the end of each shift.
t. Maintain Unit Log (ICS 214-CG).

STRIKE TEAM/TASK FORCE LEADER (STCR/TFLD) – The STCR/TFLD reports to an OPBD or DIVS and is responsible for performing tactical assignments assigned. The Leader reports work progress, resources status, and other important information and maintains work records on assigned personnel.
The major responsibilities of the STCR/TFLD are:

a. Review Common Responsibilities in Chapter 2.
b. Review Common Unit Leader Responsibilities in Chapter 2.
c. Obtain briefing from person you are relieving.
d. Obtain briefing from supervisor.
e. Review assignments with subordinates and assign tasks.
f. Monitor work progress and make changes when necessary.
g. Keep supervisor informed of progress and any changes.

h. Coordinate activities with adjacent Strike Teams, Task Forces and single resources.
i. Travel to and from active assignment area with assigned resources.
j. Retain control of assigned resources while in available or out-of-service status.
k. Submit situation and resource status information through chain of command DIVS/OPBD/OSC as appropriate.
l. Debrief as directed at the end of each shift.
m. Maintain Unit Log (ICS 214-CG).

SINGLE RESOURCE – The person in charge of a single tactical resource.
The major responsibilities of the Single Resource Leader are:

a. Review Common Responsibilities in Chapter 2.
b. Review assignments.
c. Obtain briefing from person you are relieving.
d. Obtain necessary equipment and supplies.
e. Review weather/environmental conditions for assignment area.
f. Brief subordinates on safety measures.
g. Monitor work progress.
h. Ensure adequate communications with supervisor and subordinates.
i. Keep supervisor informed of progress and any changes.
j. Inform supervisor of problems with assigned resources.
k. Brief relief personnel, and advise them of any change in conditions.
l. Return equipment and supplies to appropriate unit.
m. Complete and turn in all time and use records on personnel and equipment.
n. Debrief as directed at the end of each shift.

o. Maintain Unit Log (ICS 214-CG).

STAGING AREA MANAGER (STAM) – The STAM is under the direction of the OSC and is responsible for managing all activities within a Staging Area.
The major responsibilities of the STAM are:

a. Review Common Responsibilities in Chapter 2.
b. Proceed to Staging Area.
c. Obtain briefing from person you are relieving.
d. Establish Staging Area layout.
e. Determine any support needs for equipment, feeding, sanitation and security.
f. Establish check-in function as appropriate.
g. Ensure security of staged resources.
h. Post areas for identification and traffic control.
i. Request maintenance service for equipment at Staging Area as appropriate.
j. Respond to request for resource assignments. (Note: This may be direct from the OSC or via the Incident Communications Center.)
k. Obtain and issue receipts for radio equipment and other supplies distributed and received at Staging Area.
l. Determine required resource levels from the OSC.
m. Advise the OSC when reserve levels reach minimums.
n. Maintain and provide status to Resource Unit of all resources in Staging Area.
o. Maintain Staging Area in orderly condition.
p. Demobilize Staging Area in accordance with the Incident Demobilization Plan.
q. Debrief with OSC or as directed at the end of each shift.
r. Maintain Unit Log (ICS 214-CG).

AIR OPERATIONS BRANCH DIRECTOR (AOBD) – The AOBD is ground-based and is primarily responsible for preparing the Air Operations Summary Worksheet (ICS 220-CG), the air operations portion of the IAP and for providing logistical support to incident aircraft. The Air Operations Summary Worksheet (ICS 220-CG) serves the same purpose as the Work Assignment (ICS 204-CG) does for other operational resources, by assigning and managing aviation resources on the incident. The Air Operations Summary Worksheet (ICS-220-CG) may or may not be completed depending on the needs of the incident. The AOBD will ensure that agency directives, to include Coast Guard Air Operations Manual, COMDTINST M3710.1(series), flight manuals, unit restrictions, and other agency directives will not be violated by incident aircraft, e.g., flight hours, hoist limitations, night flying, etc. Individual aircrews retain primary responsibility to ensure their aircraft are operated in accordance with their own agency's restrictions and directives. It is also the responsibility of individual aircrews to keep the AOBD informed of their agency’s restrictions and directives that may affect their ability to execute incident assignments. After the IAP is approved, the AOBD is responsible for overseeing the tactical and logistical assignments of the Air Operations Branch. In coordination with the Logistics Section, the AOBD is responsible for providing logistical support to aircraft operating on the incident.

The major responsibilities of the AOBD are:

a. Review Common Responsibilities in Chapter 2.
b. Organize preliminary air operations.
c. Coordinate airspace use with the FAA. Request declaration (or cancellation) of Temporary Flight Restriction (TFR) IAW FAR 91.173 and post Notice to Airmen (NOTAM) as required.
d. Attend the tactics meeting and planning meeting to

obtain information for completing the Air Operations Summary Worksheet (ICS 220-CG), if needed.

e. Participate in preparation of the IAP through the OSC. Insure that the air operations portion of the IAP takes into consideration the Air Traffic Control requirements of assigned aircraft.
f. Coordinate with the COML to designate air tactical and support frequencies.
g. Perform operational planning for air operations.
h. Prepare and provide Air Operations Summary Worksheet (ICS 220-CG), if completed, to the Air Support Group and Fixed-Wing Bases.
i. Supervise all air operations activities associated with the incident.
j. Evaluate helibase and helispot locations.
k. Establish procedures for emergency reassignment of aircraft.
l. Coordinate approved flights of non-incident aircraft in the TFR.
m. Coordinate Coast Guard air assets with the appropriate Command Center(s) through normal channels on incident air operations activities.
n. Consider requests for logistical use of incident aircraft.
o. Report to the OSC on air operations activities.
p. Report special incidents/accidents.
q. Develop Aviation Site Safety Plan in concert with SOFR.
r. Arrange for an accident investigation team when warranted.
s. Debrief with OSC as directed at the end of each shift.
t. Maintain Unit Log (ICS 214-CG).

AIR TACTICAL GROUP SUPERVISOR (ATGS) – The ATGS is primarily responsible for tactical operations of

aircraft and aircrews. This includes: 1) providing fuel and other supplies; 2) providing maintenance and repair of aircraft; 3) keeping records of aircraft activity, and 4) providing enforcement of safety regulations. The ATGS reports to the AOBD.

The major responsibilities of the ATGS are:

a. Review Common Responsibilities in Chapter 2.
b. Obtain a copy of the IAP from the AOBD, including Air Operations Summary Worksheet (ICS 220-CG), if completed.
c. Participate in AOBD planning activities.
d. Inform AOBD of group activities.
e. Identify resources/supplies dispatched for the Air Tactical Group.
f. Request special air tactical items from appropriate sources through Logistics Section.
g. Coordinate activities with AOBD.
h. Obtain assigned ground-to-air frequency for airbase operations from the Communications Unit Leader (COML) or Incident Radio Communications Plan (ICS 205-CG).
i. Inform AOBD of capability to provide night flying service.
j. Ensure compliance with each agency's operations checklist for day and night operations.
k. Debrief as directed at the end of each shift.
l. Maintain Unit Log (ICS 214-CG).

AIR SUPPORT GROUP SUPERVISOR (ASGS) – The ASGS is primarily responsible for supporting aircraft and aircrews. This includes: 1) providing fuel and other supplies; 2) providing maintenance and repair of aircraft; 3) keeping records of aircraft activity, and 4) providing enforcement of safety regulations. The ASGS reports to the AOBD.

The major responsibilities of the ASGS are:

a. Review Common Responsibilities in Chapter 2.

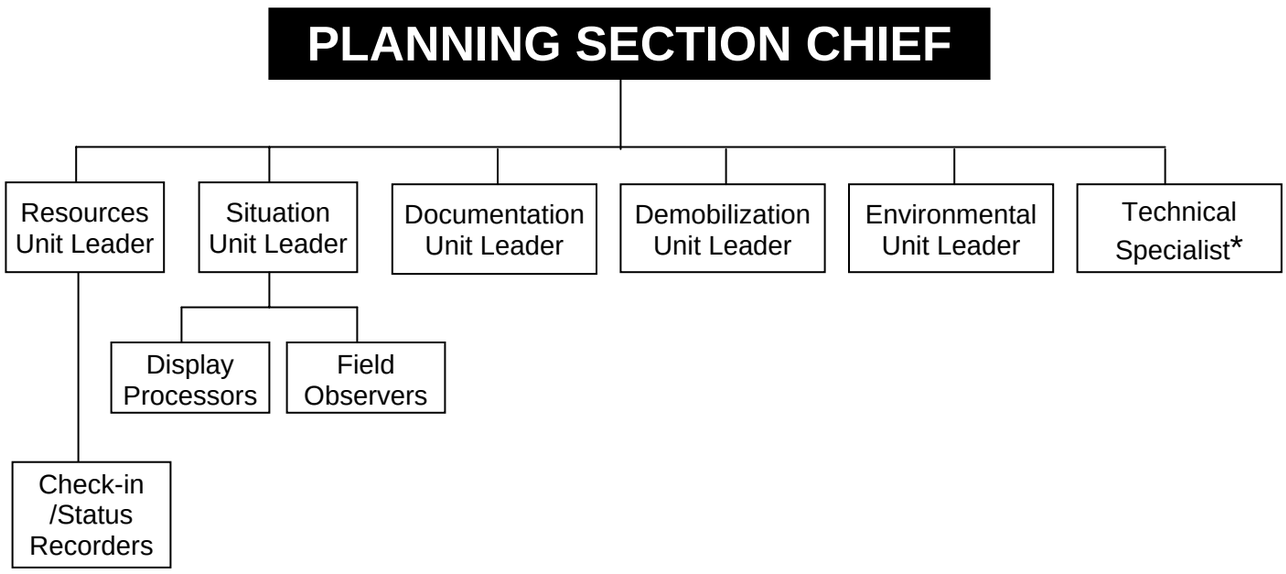
b. Obtain a copy of the IAP from the AOBD, including Air Operations Summary Worksheet (ICS 220-CG), if completed.
c. Participate in AOBD planning activities.
d. Inform AOBD of group activities.
e. Identify resources/supplies dispatched for the Air Support Group.
f. Request special air support items from appropriate sources through Logistics Section.
g. Determine need for assignment of personnel and equipment at each airbase.
h. Coordinate activities with AOBD.
i. Obtain assigned ground-to-air frequency for airbase operations from the Communications Unit Leader (COML) or Incident Radio Communications Plan (ICS 205-CG).
j. Inform AOBD of capability to provide night flying service.
k. Ensure compliance with each agency's operations checklist for day and night operations.
l. Ensure dust abatement procedures are implemented at helibases and helispots.
m. Provide crash-rescue service for helibases and helispots.
n. Debrief as directed at the end of each shift.
o. Maintain Unit Log (ICS 214-CG).

TECHNICAL SPECIALISTS (THSP) – Certain incidents or events may require the use of THSP's who have specialized knowledge and expertise. THSP's may function within the Planning Section or be assigned wherever their services are required. See chapter 8 and the THSP Job Aid for more detailed information on THSP's.

CHAPTER 8

PLANNING SECTION

ORGANIZATION CHART



*** May be assigned wherever their services are required.**

References:

(a) Planning Section Chief Job Aid
(b) Resource Unit Leader Job Aid
(c) Situation Unit Leader Job Aid
(d) Documentation Unit Leader Job Aid
(e) Demobilization Unit Leader Job Aid
(f) Environmental Unit Leader Job Aid
(g) Technical Specialist Job Aid

POSITION CHECKLISTS

PLANNING SECTION CHIEF (PSC) – The PSC, a member of the General Staff, is responsible for the collection, evaluation, dissemination and use of incident information and maintaining status of assigned resources. Information is needed to:

1) Understand the current situation;
2) Predict the probable course of incident events;
3) Prepare strategies, plans and alternative strategies and plans for the incident; and
4) Submit required incident status reports.

The PSC Job Aid, reference (a), should be reviewed regarding the organization and duties of the PSC.

The PSC may have Deputy PSC's, who may be from the same agency or from an assisting agency. The Deputy PSC must have the same qualifications as the person for whom they work, as they must be ready to take over that position at any time.

The major duties of the PSC are:

a. Review Common Responsibilities in Chapter 2.
b. Collect, process, and display incident information.
c. Assist OSC in the development of response strategies.
d. Supervise preparation of the IAP.
e. Facilitate planning meetings and briefings.
f. Supervise the tracking of incident personnel and resources through the Resources Unit.
g. Assign personnel already on-site to ICS organizational positions as appropriate.
h. Establish information requirements and reporting schedules for Planning Section Units (e.g., Resources, Situation).
i. Determine the need for any specialized resources in support of the incident.

j. Establish special information collection activities as necessary (e.g., weather, environmental, toxics, etc.).
k. Assemble information on alternative strategies.
l. Provide periodic predictions on incident potential.
m. Keep IMT apprised of any significant changes in incident status.
n. Compile and display incident status information.
o. Oversee preparation and implementation of the Incident Demobilization Plan.
p. Incorporate plans (e.g., Traffic, Medical, Communications, and Site Safety) into the IAP.
q. Develop other incident supporting plans (e.g., salvage, transition, security).
r. Review PSC Job Aid.
s. Maintain Unit Log (ICS 214-CG).

RESOURCE UNIT LEADER (RESL) – The RESL is responsible for maintaining the status of all assigned tactical resources and personnel at an incident. This is achieved by overseeing the check-in of all tactical resources and personnel, maintaining a status-keeping system indicating current location and status of all these resources. The RESL Job Aid, Reference (b), should be reviewed regarding the organization and duties of the RESL.

The major responsibilities of the RESL are:

a. Review Common Responsibilities in Chapter 2.
b. Review Unit Leader Responsibilities in Chapter 2.
c. Establish the check-in function at incident locations.
d. Prepare Organization Assignment List (ICS 203-CG) and Organization Chart (ICS 207-CG).
e. Prepare appropriate parts of Division Assignment Lists (ICS 204-CG).
f. Maintain and post the current status and location of all tactical resources.

g. Maintain master roster of all tactical resources checked in at the incident.
h. Attend meetings and briefings as required by the PSC.
i. Review Resource Unit Leader Job Aid.
j. Maintain Unit Log (ICS 214-CG).

CHECK-IN/STATUS RECORDER (SCKN) – SCKN's are needed at each check-in location to ensure that all resources assigned to an incident are accounted for. The major responsibilities of the SCKN are:

a. Review Common Responsibilities in Chapter 2.
b. Obtain required work materials, including Check-in Lists (ICS 211-CG), Resource Status Cards (ICS-219) and status display boards or T-card racks.
c. Post signs so that arriving resources can easily find incident check-in location(s).
d. Record check-in information on Check-in Lists (ICS 211-CG).
e. Transmit check-in information to the RESL.
f. Forward completed ICS 211-CG and Status Change Cards (ICS-210) to the RESL.
g. Receive, record, and maintain resource status information on Resource Status Cards (ICS-219) for incident-assigned tactical resources, and overhead personnel.
h. Maintain files of Check-in Lists (ICS 211-CG).
i. Maintain Unit Log (ICS 214-CG).

SITUATION UNIT LEADER (SITL) – The Situation Unit Leader is responsible for collecting, processing and organizing incident information relating to the growth, mitigation or intelligence activities taking place on the incident. The SITL may prepare future projections of incident growth, maps and intelligence information. The

SITL Job Aid, reference (c), should be reviewed regarding the organization and duties of the SITL.
The major responsibilities of the SITL are:

a. Review Common Responsibilities in Chapter 2.
b. Review Unit Leader Responsibilities in Chapter 2.
c. Begin collection and analysis of incident data as soon as possible.
d. Prepare, post, or disseminate resource and situation status information as required, including special requests.
e. Prepare periodic predictions or as requested by the PSC.
f. Prepare the Incident Status Summary Form (ICS 209-CG).
g. Provide photographic services and maps if required.
h. Conduct situation briefings at meetings and briefings as required by the PSC.
i. Develop and maintain master chart(s)/map(s) of the incident.
j. Maintain chart/map of incident in the common area of the ICP for all responders to view.
k. Maintain Unit Log (ICS 214-CG).

DISPLAY PROCESSOR (DPRO) – The DPRO is responsible for the display of incident status information obtained from Field Observers (FOBS), resource status reports, aerial and other photographs, and infrared data.
The major responsibilities of the DPRO are:

a. Review Common Responsibilities in Chapter 2.
b. Determine:
    - Location of work assignment
    - Numbers, types and locations of displays required
    - Priorities

- Map requirements for the IAP
- Time limits for completion

c. Obtain necessary equipment and supplies.
d. Assist SITL in analyzing and evaluating field reports.
e. Develop required displays in accordance with time limits for completion. Examples of displays include:
    - GIS information
    - Demographic information
    - Incident projection data
    - Enlargement of ICS forms
f. Maintain Unit Log (ICS 214-CG).

FIELD OBSERVER (FOBS) – The FOBS is responsible for collecting situation information from personal observations at the incident and provides this information to the SITL. The major responsibilities of the FOBS are:

a. Review Common Responsibilities in Chapter 2.
b. Determine:
    - Location of assignment
    - Type of information required
    - Priorities
    - Time limits for completion
    - Method of communication
    - Method of transportation
c. Obtain necessary equipment and supplies.
d. Perform FOBS responsibilities to include but not limited to the following:
    - Perimeters of incident
    - Locations of trouble spots
    - Weather conditions
    - Hazards
    - Progress of operations resources
e. Be prepared to identify all facility locations (e.g.,

Helispots, Division and Branch boundaries).

f. Report information to the SITL by established procedure.
g. Report immediately any condition observed that may cause danger and a safety hazard to personnel.
h. Gather intelligence that will lead to accurate predictions.
i. Maintain Unit Log (ICS 214-CG).

DOCUMENTATION UNIT LEADER (DOCL) – The DOCL is responsible for the maintenance of accurate, up-to-date incident files. Examples of incident documentation include: Incident Action Plan(s), incident reports, communication logs, injury claims, situation status reports, etc. Thorough documentation is critical to post-incident analysis. Some of the documents may originate in other sections. The DOCL shall ensure each section is maintaining and providing appropriate documents. The DOCL will provide duplication and copying services for all other sections. The Documentation Unit will store incident files for legal, analytical, and historical purposes. The DOCL Job Aid, reference (d), should be reviewed regarding the organization and duties of the DOCL.

The major responsibilities of the DOCL are:

a. Review Common Responsibilities in Chapter 2.
b. Review Unit Leader Responsibilities in Chapter 2.
c. Set up work area; begin organization of incident files.
d. Establish duplication service; respond to requests.
e. File all official forms and reports.
f. Review records for accuracy and completeness; inform appropriate units of errors or omissions.
g. Provide incident documentation as requested.
h. Organize files for submitting final incident

documentation package.

i. Maintain Unit Log (ICS 214-CG).

DEMOBILIZATION UNIT LEADER (DMOB) – The DMOB is responsible for developing the Incident Demobilization Plan. On large incidents, demobilization can be quite complex, requiring a separate planning activity. Note that not all agencies require specific demobilization instructions. The DMOB Job Aid, reference (e), should be reviewed regarding the organization and duties of the DMOB.

The major responsibilities of the DMOB are:

a. Review Common Responsibilities in Chapter 2.
b. Review Unit Leader Responsibilities in Chapter 2.
c. Review incident resource records to determine the likely size and extent of demobilization effort and develop a resource matrix.
d. Coordinate demobilization with Agency Representatives.
e. Monitor the on-going Operations Section resource needs.
f. Identify surplus resources and probable release time.
g. Establish communications with off-incident facilities, as necessary.
h. Develop an Incident Demobilization Plan that should include:
    - General information section
    - Responsibilities section
    - Release priorities
    - Release procedures
    - Demobilization Checkout Form (ICS-221-CG)
    - Directory
i. Prepare appropriate directories (e.g., maps, instructions, etc.) for inclusion in the demobilization plan.

j. Distribute demobilization plan (on and off-site).
k. Provide status reports to appropriate requestors.
l. Ensure that all Sections/Units understand their specific demobilization responsibilities.
m. Supervise execution of the Incident Demobilization Plan.
n. Brief the PSC on demobilization progress.
o. Review DMOB Job Aid.
p. Maintain Unit Log (ICS 214-CG).

The following are examples of optional Unit Leader positions that can be established and used as needed during an incident:

ENVIRONMENTAL UNIT LEADER (ENVL) – The ENVL is responsible for environmental matters associated with the response, including strategic assessment, modeling, surveillance, and environmental monitoring and permitting. The ENVL prepares environmental data for the Situation Unit. Technical Specialists frequently assigned to the Environmental Unit may include the Scientific Support Coordinator and Sampling, Response Technologies, Trajectory Analysis, Weather Forecast, Resources at Risk, Shoreline Cleanup Assessment, Historical/ Cultural Resources, and Disposal Technical Specialists. The ENVL Job Aid, reference (f), should be reviewed regarding the organization and duties of the ENVL.
The major responsibilities of the ENVL are:

a. Review Common Responsibilities in Chapter 2.
b. Review Unit Leader Responsibilities in Chapter 2.
c. Obtain a briefing and special instructions from the PSC.
d. Identify sensitive areas and recommend response priorities.
e. Following consultation with natural resource trustees, provide input on wildlife protection

strategies (e.g., removing oiled carcasses, pre-emptive capture, hazing, and/or capture and treatment).

f. Determine the extent, fate, and effects of contamination.
g. Acquire, distribute, and provide analysis of weather forecasts.
h. Monitor the environmental consequences of response actions.
i. Develop shoreline cleanup and assessment plans. Identify the need for, and prepare any special advisories or orders.
j. Identify the need for, and obtain, permits, consultations, and other authorizations, including Endangered Species Act (ESA) provisions.
k. Following consultation with the FOSC's Historical/Cultural Resources Technical Specialist identify and develop plans for protection of affected historical/cultural resources.
l. Evaluate the opportunities to use various response technologies.
m. Develop disposal plans.
n. Develop a plan for collecting, transporting, and analyzing samples.
o. Review ENVL Job Aid.
p. Maintain Unit Log (ICS 214-CG).

MARINE TRANSPORTATION SYSTEM RECOVERY UNIT LEADER (MTSL) – The MTSL is responsible for planning infrastructure recovery for Transportation Security Incidents (TSI) (see chapter 16) and other incidents that significantly impact the Marine Transportation System (MTS). The MTSL will track and report on the status of the MTS, understand critical recovery pathways, recommend courses of action, and provide all MTS stakeholders with an avenue of input to the response organization. The MTSL prepares

transportation data for the Situation Unit and daily situation briefs applying core Essential Elements of Information (EEIs). Sample EEIs include Deep draft shipping, Aids to Navigation, Bulk liquid facilities, Intermodal connections, Bridges, Vessel Salvage, etc. The major responsibilities of the MTSL are:

a. Review Common Responsibilities in Chapter 2.
b. Review Unit Leader Responsibilities in Chapter 2.
c. Obtain a briefing and special instructions from the PSC.
d. Support Operation Section Staff elements that are established for MTS Recovery.
e. Identify, track and report impacts to the MTS in accordance with EEIs.
f. Coordinate and consult with MTS stakeholders. Solicit periodic and standardized feedback from impacted industries/stakeholders.
g. Identify resources, agencies involved, and courses of action for the recovery of public infrastructure such as ATON, communications systems, and federal channels.
h. Prioritize recovery operations (including ATON, dredging, salvage, cleanup, repair, etc), as appropriate.
i. Monitor the economic consequences of recovery actions.
j. Develop traffic management plans. Identify the need for, and prepare any special advisories or orders (i.e. Safety/Security Zone).
k. Assess the need for MTS relief measures outside the impacted area. Implement measures (i.e. redirect cargos, establish alternate transportation modes) as necessary.
l. Liaise with MTS Response Branch Director (TRBD) to execute operational objectives.
m. Maintain Unit Log (ICS 214-CG).

INTELLIGENCE UNIT LEADER (IUL) – See Chapter 11.

TECHNICAL SPECIALISTS (THSP) – Certain incidents or events may require the use of THSP's who have specialized knowledge and expertise. THSP's may function within the Planning Section or be assigned wherever their services are required. The THSP Job Aid, reference (g), should be reviewed for more detailed information. The major responsibilities of the THSP are:

a. Review Common Responsibilities in Chapter 2.
b. Provide technical expertise and advice to Command and General Staff as needed.
c. Attend meetings and briefings as appropriate to clarify and help to resolve technical issues within area of expertise.
d. Maintain Unit Log (ICS 214-CG).

Other major responsibilities that might apply to the THSP as appropriate:

e. Provide technical expertise during the development of the IAP and other support plans.
f. Work with the Safety Officer to mitigate unsafe practices.
g. Work closely with Liaison Officer to help facilitate understanding among stakeholders and special interest groups.
h. Be available to attend press briefings to clarify technical issues.
i. Research technical issues and provide findings to decision makers.
j. Trouble shoot technical problems and provide advice on resolution.
k. Review specialized plans and clarify meaning.

The following are examples of Technical Specialists. This is not a complete list but examples of the many

kinds of THSP's that may be used with a possible location for the position in the ICS organization. However, the IC may assign THSP's to any location within the ICS organization based on incident need. For example, the CISM Specialist is normally assigned in Logistics under the Medical Unit Leader; however, an additional CISM Specialist is often assigned in the Command Staff working directly for the IC. Please see the THSP job aid for more information on each of the positions.

Command Staff:

- Auxiliary Liaison Specialist
- Legal specialist
- Volunteer Specialist/Coordinator

Operations:

- Air Tanker/Fixed Wing Coordinator
- Helicopter Coordinator
- Helibase Manager
- Helispot Manager

Planning:

- Documentation Specialist
- Environmental Specialist
- Geographic Information System Specialist
- Historian
- Public Health Specialist
- Salvage and Engineering Technical Specialist
- Situation Report Specialist
- Training Specialist
- Weather Observer

Logistics:

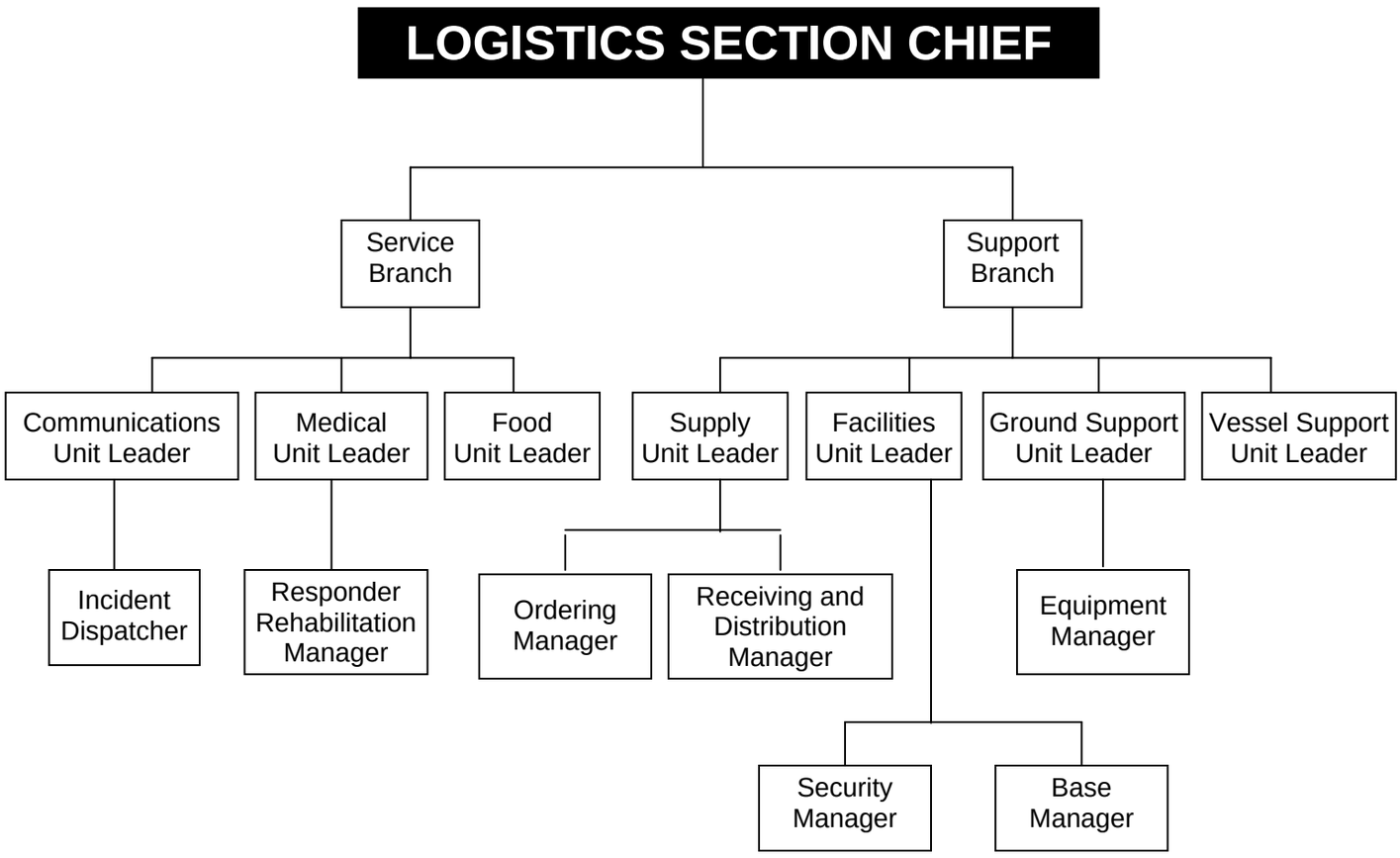
- Berthing Manager
- Camp Manager
- Cashier Manager
- Communications Restoration Manager
- Contingency Communications Manager

- Chaplain
- Critical Incident Stress Management (CISM) Specialist/Coordinator
- Damage Assessment Teams
- Evacuation Teams/Specialists
- Entitlement Specialist
- Facility Repair and Reconstruction Manager
- Facility Maintenance/Repair Teams/Specialists
- Family Assistance Specialist/Coordinator
- Food Teams/Specialists
- Human Resource Specialist
- Receiving and Distribution Manager
- Legal Support Teams/Specialists
- Medical Teams/Specialists
- Personnel Accountability Manager
- Personnel Support Teams/Specialists

CHAPTER 9

LOGISTICS SECTION

ORGANIZATION CHART



Reference:

(a) Logistics Section Chief Job Aid

POSITION CHECKLISTS

LOGISTICS SECTION CHIEF (LSC) – The LSC, a member of the General Staff, is responsible for providing facilities, services, and material in support of the incident. The LSC participates in the development and implementation of the IAP and activates and supervises the Branches and Units within the Logistics Section. The LSC Job Aid, reference (a), should be reviewed regarding the organization and duties of the LSC.

The LSC may have Deputy LSC's, who may be from the same agency or from an assisting agency. The Deputy LSC must have the same qualifications as the person for whom they work, as they must be ready to take over that position at any time.

The major responsibilities of the LSC are:

a. Review Common Responsibilities in Chapter 2.
b. Plan the organization of the Logistics Section.
c. Assign work locations and preliminary work tasks to Section personnel.
d. Notify the Resources Unit of the Logistics Section Units activated, including names and locations of assigned personnel.
e. Assemble and brief Logistics Branch Directors and Unit Leaders.
f. Determine and supply immediate incident resource and facility needs.
g. In conjunction with Command, develop and advise all Sections of the IMT resource approval and requesting process.
h. Review proposed tactics for upcoming operational period for ability to provide resources and logistical support.
i. Identify long-term service and support

requirements for planned and expected operations.

j. Advise Command and other Section Chiefs on resource availability to support incident needs.
k. Provide input to and review the Communications Plan, Medical Plan and Traffic Plan.
l. Identify resource needs for incident contingencies.
m. Coordinate and process requests for additional resources.
n. Track resource effectiveness and make necessary adjustments.
o. Advise on current service and support capabilities.
p. Request and/or set up expanded ordering processes as appropriate to support incident.
q. Develop recommended list of Section resources to be demobed and initiate recommendation for release when appropriate.
r. Receive and implement applicable portions of the incident Demobilization Plan.
s. Ensure the general welfare and safety of Logistics Section personnel.
t. Maintain Unit Log (ICS 214-CG).

SERVICE BRANCH DIRECTOR (SVBD) – The SVBD, when activated, is under the supervision of the LSC and is responsible for the management of all service activities at the incident. The Branch Director supervises the operations of the Communications, Medical and Food Units.

The major responsibilities of the SVBD are:

a. Review Common Responsibilities in Chapter 2.
b. Review Unit Leader Responsibilities in Chapter 2.
c. Obtain working materials.
d. Determine the level of service required to support operations.

e. Confirm dispatch of Branch personnel.
f. Participate in planning meetings of Logistics Section personnel.
g. Review the IAP.
h. Organize and prepare assignments for Service Branch personnel.
i. Coordinate activities of Branch Units.
j. Inform the LSC of Branch activities.
k. Resolve Service Branch problems.
l. Maintain Unit Log (ICS 214-CG).

COMMUNICATIONS UNIT LEADER (COML) – The COML is responsible for developing plans for the effective use of incident communications equipment and facilities; installing and testing of communications equipment; supervision of the Incident Communications Center; distribution of communications equipment to incident personnel; and the maintenance and repair of communications equipment.

The major responsibilities of the COML are:

a. Review Common Responsibilities in Chapter 2.
b. Review Unit Leader Responsibilities in Chapter 2.
c. Determine Unit personnel needs.
d. Prepare and implement the Incident Radio Communications Plan (ICS 205-CG).
e. Ensure the Incident Communications Center and the Message Center is established.
f. Establish appropriate communications distribution/maintenance locations within the Base.
g. Ensure communications systems are installed and tested.
h. Ensure an equipment accountability system is established.
i. Ensure personal portable radio equipment from cache is distributed per Incident Radio Communications Plan.

j. Provide technical information as required on:
   - Adequacy of communications systems currently in operation.
   - Geographic limitation on communications systems.
   - Equipment capabilities/limitations.
   - Amount and types of equipment available.
   - Anticipated problems in the use of communications equipment.

k. Supervise Communications Unit activities.
l. Maintain records on all communications equipment as appropriate.
m. Ensure equipment is tested and repaired.
n. Recover equipment from Units being demobilized.
o. Maintain Unit Log (ICS 214-CG).

INCIDENT DISPATCHER (INCM) – The INCM is responsible for receiving and transmitting radio and telephone messages among and between personnel and to provide dispatch services at the incident.
The major responsibilities of the INCM are:

a. Review Common Responsibilities in Chapter 2.
b. Ensure adequate staffing.
c. Obtain and review the IAP to determine the incident organization and Incident Radio Communications Plan.
d. Set up Incident Radio Communications Center; check-out equipment.
e. Request service on any inoperable or marginal equipment.
f. Set-up Message Center location, as required.
g. Receive and transmit messages within and external to the incident.
h. Maintain files of ICS-210 and General Messages (ICS 213-CG).
i. Maintain a record of unusual incident

occurrences.

j. Provide a briefing to relief personnel on:
   - Current activities.
   - Equipment status.
   - Any unusual communications situations.

k. Turn in appropriate documents to the Communications Unit Leader.

l. Demobilize the Communications Center in accordance with the Incident Demobilization Plan.

m. Maintain Unit Log (ICS 214-CG).

MEDICAL UNIT LEADER (MEDL) – The MEDL, under the direction of the Service Branch Director or Logistics Section Chief, is primarily responsible for the development of the Medical Plan; providing medical care and overseeing health aspects of response personnel; obtaining medical aid and transportation for injured and ill response personnel; coordinating with other functions to resolve heath and safety issues; and preparation of reports and records.

The major responsibilities of the MEDL are:

a. Review Common Responsibilities in Chapter 2.

b. Review Unit Leader Responsibilities in Chapter 2.

c. Participate in Logistics Section/Service Branch planning activities.

d. Establish the Medical Unit.

e. Prepare the Medical Plan (ICS 206-CG).

f. Provide any relevant medical input into the planning process for strategy development.

g. Coordinate with Safety Officer, Operations, hazmat specialists, and others on proper personnel protection procedures for incident personnel.

h. Prepare procedures for major medical emergency.

i. Develop transportation routes and methods for

injured incident personnel.

j. Ensure incident personnel patients are tracked as they move from origin, care facility and disposition.
k. Provide continuity of medical care for incident personnel.
l. Declare major medical emergency as appropriate.
m. Provide or oversee medical and rehab care delivered to incident personnel.
n. Monitor health aspects of incident personnel including excessive incident stress.
o. Respond to requests for medical aid, medical transportation and medical supplies.
p. In conjunction with Finance/Admin Section, prepare and submit necessary authorizations, reports and administrative documentation related to injuries, compensation or death of incident personnel.
q. Coordinate personnel and mortuary affairs for incident personnel fatalities.
r. Provide oversight and liaison as necessary for incident victims among emergency medical care, medical examiner and hospital care.
s. Provide for security and proper disposition of incident medical records.
t. Maintain Unit Log (ICS 214-CG).

RESPONDER REHABILITATION MANAGER (REHB) – The REHB reports to the Medical Unit Leader and is responsible for the rehabilitation of incident personnel who are suffering from the effects of strenuous work and/or extreme conditions.

The major responsibilities of the REHB are:

a. Review Common Responsibilities in Chapter 2.
b. Designate the responder rehabilitation location and have the location announced on the radio with radio designation "Rehab".

c. Coordinate with MEDL to request necessary medical personnel to evaluate the medical condition of personnel being rehabilitated.
d. Request necessary resources for rehabilitation of personnel, e.g., water, juice, personnel.
e. Request food through the Food Unit or LSC, as necessary, for personnel being rehabilitated.
f. Release rehabilitated personnel for reassignment.
g. Maintain appropriate records and documentation.
h. Maintain Unit Log (ICS 214-CG).

FOOD UNIT LEADER (FDUL) – The FDUL is responsible for supplying the food needs for the entire incident, including all remote locations, e.g., Staging Areas, as well as providing food for personnel unable to leave tactical field assignments.

The major responsibilities of the FDUL are:

a. Review Common Responsibilities in Chapter 2.
b. Review Unit Leader Responsibilities in Chapter 2.
c. Determine food and water requirements.
d. Determine the method of feeding to best fit each facility or situation.
e. Obtain necessary equipment and supplies.
f. Ensure that well-balanced menus are provided.
g. Order sufficient food and potable water from the Supply Unit.
h. Maintain an inventory of food and water.
i. Maintain food service areas, ensuring that all appropriate health and safety measures are being followed.
j. Supervise Food Unit personnel as appropriate.
k. Maintain Unit Log (ICS 214-CG).

SUPPORT BRANCH DIRECTOR (SUBD) – The SUBD, when activated, is under the direction of the LSC, and is responsible for the development and implementation of logistics plans in support of the

Incident Action Plan. The SUBD supervises the operations of the Supply, Facilities, Ground Support and Vessel Support Units.

The major responsibilities of the SUBD are:

a. Review Common Responsibilities in Chapter 2
b. Review Unit Leader Responsibilities in Chapter 2.
c. Obtain work materials.
d. Identify Support Branch personnel dispatched to the incident.
e. Determine initial support operations in coordination with the LSC and SVBD.
f. Prepare initial organization and assignments for support operations.
g. Assemble and brief Support Branch personnel.
h. Determine if assigned Branch resources are sufficient.
i. Maintain surveillance of assigned Units work progress and inform the LSC of their activities.
j. Resolve problems associated with requests from the Operations Section.
k. Maintain Unit Log (ICS 214-CG).

SUPPLY UNIT LEADER (SPUL) – The SPUL is primarily responsible for receiving, storing and distributing all supplies for the incident; maintaining an inventory of supplies; and storing, disbursing and servicing non-expendable supplies and equipment.

The major responsibilities of the SPUL are:

a. Review Common Responsibilities in Chapter 2.
b. Review Unit Leader Responsibilities in Chapter 2.
c. Participate in Logistics Section/Support Branch planning activities.
d. Determine the type and amount of supplies enroute.
e. Review the IAP for information on operations of the Supply Unit.
f. Develop and implement safety and security

requirements.

g. Order, receive, distribute and store supplies and equipment.
h. Receive and respond to requests for personnel, supplies and equipment.
i. Maintain an inventory of supplies and equipment.
j. Service reusable equipment.
k. Submit reports to the SUBD.
l. Maintain Unit Log (ICS 214-CG).

ORDERING MANAGER (ORDM) – The ORDM is responsible for placing all orders for supplies and equipment for the incident. The ORDM reports to the SPUL. The major responsibilities of the ORDM are:

a. Review Common Responsibilities in Chapter 2.
b. Obtain necessary agency(s) order forms.
c. Establish ordering procedures.
d. Establish name and telephone numbers of agency(s) personnel receiving orders.
e. Set up filing system.
f. Obtain roster of incident personnel who have ordering authority.
g. Obtain list of previously ordered supplies and equipment.
h. Ensure order forms are filled out correctly.
i. Place orders in a timely manner.
j. Consolidate orders, when possible.
k. Identify times and locations for delivery of supplies and equipment.
l. Keep RCDM informed of orders placed.
m. Submit all ordering documents to the Documentation Control Unit through the SPUL Leader before demobilization.
n. Maintain Unit Log (ICS 214-CG).

RECEIVING AND DISTRIBUTION MANAGER (RCDM) – The RCDM is responsible for receiving and

distributing all supplies and equipment (other than primary resources) and the service and repair of tools and equipment. The RCDM reports to the SPUL.
The major responsibilities of the RCDM are:

a. Review Common Responsibilities in Chapter 2.
b. Order required personnel to operate supply area.
c. Organize the physical layout of the supply area.
d. Establish procedures for operating the supply area.
e. Set up a filing system for receiving and distributing supplies and equipment.
f. Maintain inventory of supplies and equipment.
g. Develop security requirement for supply area.
h. Establish procedures for receiving supplies and equipment.
i. Submit necessary reports to the SPUL.
j. Notify ORDM of supplies and equipment received.
k. Provide necessary supply records to SPUL. Leader.
l. Maintain Unit Log (ICS 214-CG).

FACILITIES UNIT LEADER (FACL) – The FACL is primarily responsible for the set up, maintenance and demobilization of incident facilities, e.g., Base, ICP and Staging Areas, as well as security services required to support incident operations. The FACL provides sleeping and sanitation facilities for incident personnel and manages Base operations. Each facility is assigned a manager who reports to the FACL and is responsible for managing the operation of the facility. The FACL reports to the SUBD.
The major responsibilities of the FACL are:

a. Review Common Responsibilities in Chapter 2.
b. Review Unit Leader Responsibilities in Chapter 2.
c. Obtain a briefing from the SUBD or the LSC.
d. Receive and review a copy of the IAP.

e. Participate in Logistics Section/Support Branch planning activities.
f. In conjunction with the Finance/Admin Section, determine locations suitable for incident support facilities and secure permission to use through appropriate means.
g. Inspect facilities prior to occupation and document conditions and preexisting damage.
h. Determine requirements for each facility, including the ICP.
i. Prepare layouts of incident facilities.
j. Notify Unit Leaders of facility layout.
k. Activate incident facilities.
j. Provide Facility Managers and personnel to operate facilities.
k. Provide sleeping facilities.
l. Provide security services.
m. Provide food and water service.
n. Provide sanitation and shower service, as needed.
o. Provide facility maintenance services, e.g., sanitation, lighting, clean up, trash removal, etc.
p. Inspect all facilities for damage and potential claims.
q. Demobilize incident facilities.
r. Maintain facility records.
s. Maintain Unit Log (ICS 214-CG).

SECURITY MANAGER (SECM) – The SECM is responsible for providing safeguards needed to protect personnel and property from loss or damage.
The major responsibilities of the SECM are:

a. Review Common Responsibilities in Chapter 2.
b. Establish contacts with local law enforcement agencies, as required.
c. Contact the Resource Use Specialist for crews or Agency Representatives to discuss any special

custodial requirements that may affect operations.

d. Request required personnel support to accomplish work assignments.
e. Ensure security of classified material and/or systems.
f. Ensure that support personnel are qualified to manage security problems.
g. Develop Security Plan for incident facilities.
h. Adjust Security Plan for personnel and equipment changes and releases.
i. Coordinate security activities with appropriate incident personnel.
j. Keep the peace, prevent assaults and settle disputes through coordination with Agency Representatives.
k. Prevent theft of all government and personal property.
l. Document all complaints and suspicious occurrences.
m. Maintain Unit Log (ICS 214-CG).

BASE MANAGER (BCMG) – The BCMG is responsible for ensuring that appropriate sanitation, security and facility management services are conducted at the Base. The major responsibilities of the BCMG are:

a. Review Common Responsibilities in Chapter 2.
b. Determine personnel support requirements.
c. Obtain necessary equipment and supplies.
d. Ensure that all facilities and equipment are set up and properly functioning.
e. Supervise the establishment of
   - Sanitation facilities, including showers, and
   - Sleeping facilities.
f. Make sleeping area assignments.
g. Adhere to all applicable safety and health standards and regulations.
h. Ensure that all facility maintenance services are

provided.

i. Maintain Unit Log (ICS 214-CG).

GROUND SUPPORT UNIT LEADER (GSUL) – The GSUL is primarily responsible for ensuring: repair of primary tactical equipment, vehicles, mobile ground support equipment and fueling services; transportation of personnel, supplies, food and equipment in support of incident operations; recording all ground equipment usage time, including contract equipment assigned to the incident; and implementing the Traffic Plan for the incident. The major responsibilities of the GSUL are:

a. Review Common Responsibilities in Chapter 2.
b. Review Unit Leader Responsibilities in Chapter 2.
c. Participate in Support Branch/Logistics Section planning activities.
d. Develop and implement the Traffic Plan.
e. Support out-of-service resources.
f. Notify the Resources Unit of all status changes on support and transportation vehicles.
g. Arrange for and activate fueling, maintenance and repair of ground resources.
h. Maintain Support Vehicle Inventory and transportation vehicles (ICS-218).
i. Provide transportation services IAW requests from the LSC or SUBD.
j. Collect use information on rented equipment.
k. Requisition maintenance and repair supplies, e.g., fuel, spare parts.
l. Maintain incident roads.
m. Submit reports to SUBD as directed.
n. Maintain Unit Log (ICS 214-CG).

EQUIPMENT MANAGER (EQPM) – The EQPM provides service, repair and fuel for all apparatus and equipment; provides transportation and support vehicle services; and maintains records of equipment use and

service provided.
The major responsibilities of the EQPM are:

a. Review Common Responsibilities in Chapter 2.
b. Obtain the IAP to determine locations for assigned resources, Staging Area locations and fueling and service requirements for all resources.
c. Obtain necessary equipment and supplies.
d. Provide maintenance and fueling according to schedule.
e. Prepare schedules to maximize use of available transportation.
f. Provide transportation and support vehicles for incident use.
g. Coordinate with AREP on service and repair policies, as required.
h. Inspect equipment condition and ensure coverage by equipment agreement.
i. Determine supplies (e.g., gasoline, diesel, oil and parts needed to maintain equipment in an efficient operating condition) and place orders with the Supply Unit.
j. Maintain Support Vehicle Inventory (ICS-218).
k. Maintain equipment rental records.
l. Maintain equipment service and use records.
m. Check all service repair areas to ensure that all appropriate safety measures are being taken.
n. Maintain Unit Log (ICS 214-CG).

VESSEL SUPPORT UNIT LEADER (VESS) – The VESS is responsible for implementing the Vessel Routing Plan for the incident and coordinating transportation on the water and between shore resources. Since most vessels will be supported by their own infrastructure, the Vessel Support Unit may be requested to arrange fueling, dockage, maintenance and repair of vessels on a case-by-case basis.
The major responsibilities of the VESS are:

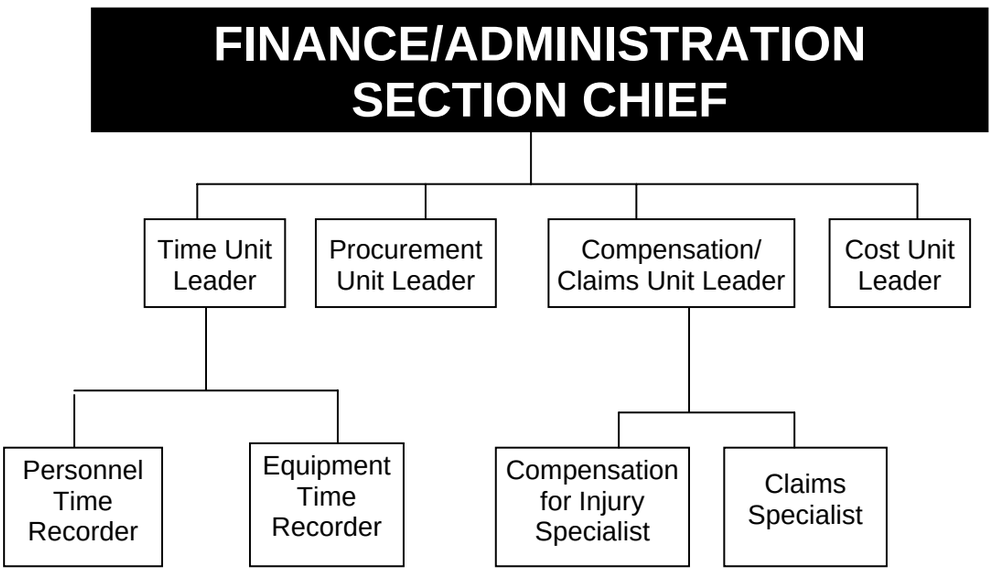
a. Review Common Responsibilities in Chapter 2.
b. Review Unit Leader Responsibilities in Chapter 2.
c. Obtain a briefing from the SUBD or the LSC.
d. Participate in Support Branch/Logistics Section planning activities.
e. Coordinate development of the Vessel Routing Plan.
f. Coordinate vessel transportation assignments with the Protection and Recovery Branch or other sources of vessel transportation.
g. Coordinate water-to-land transportation with the Ground Support Unit, as necessary.
h. Maintain a prioritized list of transportation requirements that need to be scheduled with the transportation source.
i. Support out-of-service vessel resources, as requested.
j. Arrange for fueling, dockage, maintenance and repair of vessel resources, as requested.
k. Maintain inventory of support and transportation vessels.
l. Maintain Unit Log (ICS 214-CG).

TECHNICAL SPECIALISTS (THSP) – Certain incidents or events may require the use of THSP's who have specialized knowledge and expertise. THSP's may function within the Planning Section or be assigned wherever their services are required. See chapter 8 and the THSP Job Aid for more detailed information on THSP's.

CHAPTER 10

FINANCE/ADMINISTRATION SECTION

ORGANIZATION CHART



Reference:

(a) Finance/Administration Section Chief Job Aid

POSITION CHECKLISTS

FINANCE/ADMINISTRATION SECTION CHIEF (FSC)

- The FSC, a member of the General Staff, is responsible for all financial, administrative and cost analysis aspects of the incident and for supervising members of the Finance/Admin Section. The FSC Job Aid (reference (a)) should be reviewed regarding the organization and duties of the FSC.

The FSC may have Deputy FSC's, who may be from the same agency or from an assisting agency. The Deputy FSC must have the same qualifications as the person for whom they work, as they must be ready to take over that position at any time.

The major responsibilities of the FSC are:

a. Review Common Responsibilities in Chapter 2.
b. Participate in incident planning meetings and briefings as required.
c. Review operational plans and provide alternatives where financially appropriate.
d. Manage all financial aspects of an incident.
e. Provide financial and cost analysis information as requested.
f. Gather pertinent information from briefings with responsible agencies.
g. Develop an operating plan for the Finance/ Admin Section; fill supply and support needs.
h. Determine the need to set up and operate an incident commissary.
i. Meet with Assisting and Cooperating Agency Representatives, as needed.
j. Maintain daily contact with agency(s) administrative headquarters on Finance/Admin matters.
k. Ensure that all personnel time records are

accurately completed and transmitted to home agencies, according to policy.

l. Provide financial input to demobilization planning.
m. Ensure that all obligation documents initiated at the incident are properly prepared and completed.
n. Brief agency administrative personnel on all incident-related financial issues needing attention or follow-up prior to leaving incident.
o. Develop recommended list of Section resources to be demobed and initial recommendation for release when appropriate.
p. Receive and implement applicable portions of the incident Demobilization Plan.
q. Maintain Unit Log (ICS 214-CG).

TIME UNIT LEADER (TIME) - The TIME is responsible for equipment and personnel time recording and for managing the commissary operations.

The major responsibilities of the TIME are:

a. Review Common Responsibilities in Chapter 2.
b. Review Unit Leader Responsibilities in Chapter 2.
c. Determine incident requirements for time recording function.
d. Determine resource needs.
e. Contact appropriate agency personnel/ representatives.
f. Ensure that daily personnel time recording documents are prepared and in compliance with agency(s) policy.
g. Establish time unit objectives.
h. Maintain separate logs for overtime hours.
i. Establish commissary operation on larger or long-term incidents, as needed.
j. Submit cost estimate data forms to the Cost Unit, as required.
k. Maintain records security.

l. Ensure that all records are current and complete prior to demobilization.
m. Release time reports from assisting agency personnel to the respective Agency Representatives prior to demobilization.
n. Brief the FSC on current problems and recommendations, outstanding issues and follow-up requirements.
o. Maintain Unit Log (ICS 214-CG).

EQUIPMENT TIME RECORDER (**EQTR)** - Under supervision of the TIME, the EQTR is responsible for overseeing the recording of time for all equipment assigned to an incident.

The major responsibilities of the EQTR are:

a. Review Common Responsibilities in Chapter 2.
b. Set up the EQTR function in location designated by the Time Unit Leader.
c. Advise Ground Support Unit, Vessel Support Unit, Facilities Unit and Air Support Group of the requirement to establish and maintain a file for maintaining a daily record of equipment time.
d. Assist Units in establishing a system for collecting equipment time reports.
e. Post all equipment time tickets within 4 hours after the end of each operational period.
f. Prepare a use and summary invoice for equipment, as required, within 12 hours after equipment arrival at the incident.
g. Submit data to TIME for cost effectiveness analysis.
h. Maintain current posting on all charges or credits for fuel, parts and services.
i. Verify all time data and deductions with owner/ operator of equipment.
j. Complete all forms according to agency specifications.

k. Close out forms prior to demobilization.
l. Distribute copies per agency and incident policy.
m. Maintain Unit Log (ICS 214-CG).

PERSONNEL TIME RECORDER (PTRC) - Under supervision of the TIME, the PTRC is responsible for overseeing the recording of time for all personnel assigned to an incident.

The major responsibilities of the PTRC are:

a. Review Common Responsibilities in Chapter 2.
b. Establish and maintain a file for incident personnel time reports within the first operational period.
c. Initiate, gather or update a time report from all applicable personnel assigned to the incident for each operational period.
d. Ensure that all employee identification information is verified to be correct on the time report.
e. Post personnel travel and work hours, transfers, promotions, specific pay provisions and terminations to personnel time documents.
f. Ensure that time reports are signed.
g. Close-out time documents prior to personnel leaving the incident.
h. Distribute all time documents according to agency policy.
i. Maintain a log of excessive hours worked and give to the TIME daily.
j. Maintain Unit Log (ICS 214-CG).

PROCUREMENT UNIT LEADER (PROC) - The PROC is responsible for administering all financial matters pertaining to vendor contracts, leases and fiscal agreements.

The major responsibilities of the PROC are:

a. Review Common Responsibilities in Chapter 2.

b. Review Unit Leader Responsibilities in Chapter 2.
c. Review incident needs and any special procedures with Unit Leaders, as needed.
d. Coordinate with local jurisdiction on plans and supply sources.
e. Obtain the Incident Procurement Plan.
f. Prepare and authorize contracts, building and land-use agreements.
g. Draft memoranda of understanding as necessary.
h. Establish contracts and agreements with supply vendors.
i. Provide for coordination between the ORDM and all other procurement organizations supporting the incident.
j. Ensure that a system is in place that meets agency property management requirements. Ensure proper accounting for all new property.
k. Interpret contracts and agreements; resolve disputes within delegated authority.
l. Coordinate with the Compensation/Claims Unit for processing claims.
m. Complete final processing of contracts and send documents for payment.
n. Coordinate cost data in contracts with the COST.
o. Brief the FSC on current problems and recommendations, outstanding issues and follow-up requirements.
p. Maintain Unit Log (ICS 214-CG).

COMPENSATION/CLAIMS UNIT LEADER (COMP) - The COMP is responsible for the overall management and direction of all administrative matters pertaining to compensation for injury and claims related activities (other than injury) for an incident.

The major responsibilities of the COMP are:

a. Review Common Responsibilities in Chapter 2.
b. Review Unit Leader Responsibilities in Chapter 2.

c. Obtain a briefing from the FSC.
d. Establish contact with the incident MEDL, SOFR and LNO (or Agency Representatives if no LNO is assigned).
e. Determine the need for Compensation for Injury and Claims Specialists and order personnel as needed.
f. Establish a Compensation for Injury work area within or as close as possible to the Medical Unit.
g. Review Incident Medical Plan(ICS 206-CG)
h. Ensure that CLMS's have adequate workspace and supplies.
i. Review and coordinate procedures for handling claims with the Procurement Unit.
j. Brief the CLMS's on incident activity.
k. Periodically review logs and forms produced by the CLMS's to ensure that they are complete, entries are timely and accurate, and that they are in compliance with agency requirements and policies.
l. Ensure that all Compensation for Injury and Claims logs and forms are complete and routed to the appropriate agency for post-incident processing prior to demobilization.
m. Keep the FSC briefed on Unit status and activity.
n. Demobilize unit in accordance with the Incident Demobilization Plan.
o. Maintain Unit Log (ICS 214-CG).

COMPENSATION FOR INJURY SPECIALIST (INJR) - Under the supervision of the COMP, the Compensation for Injury Specialist is responsible for administering financial matters resulting from serious injuries and fatalities occurring on an incident. Close coordination is required with the Medical Unit.

The major responsibilities of the INJR are:

a. Review Common Responsibilities in Chapter 2.

b. Collocate Compensation for Injury Specialist with the Medical Unit when possible.
c. Establish procedure with Medical Unit Leader on prompt notification of injuries or fatalities.
d. Obtain a copy of Incident Medical Plan (ICS 206-CG).
e. Provide written authority for persons requiring medical treatment.
f. Ensure that correct agency forms are being used.
g. Provide correct billing forms for transmittal to doctor and/or hospital.
h. Coordinate with MEDL to keep informed on status of injured and/or hospitalized personnel.
i. Obtain all witness statements from SOFR and/or MEDL and review for completeness.
j. Maintain a log of all injuries occurring at the incident.
k. Coordinate/handle all administrative paperwork on serious injuries or fatalities.
l. Coordinate with appropriate agency(s) to assume responsibility for injured personnel in local hospitals after demobilization.
m. Maintain Unit Log (ICS 214-CG).

CLAIMS SPECIALIST (CLMS) - Under the supervision of the COMP, the CLMS is responsible for managing all claims-related activities (other than injury) for an incident.

The major responsibilities of the CLMS are:

a. Review Common Responsibilities in Chapter 2.
b. Develop and maintain a log of potential claims.
c. Coordinate a claims prevention plan with applicable incident functions.
d. Initiate an investigation on all claims other than personnel injury.
e. Ensure that site and property involved in an investigation are protected.

f. Coordinate with the investigation team as necessary.
g. Obtain witness statements pertaining to claims other than personnel injury.
h. Document any incomplete investigations.
i. Document follow-up action needs by the local agency.
j. Keep the COMP advised on the nature and status of all existing and potential claims.
k. Ensure the use of correct agency forms.
l. Maintain Unit Log (ICS 214-CG).

COST UNIT LEADER (COST) - The COST is responsible for collecting all cost data, performing cost effectiveness analyses and providing cost estimates and cost saving recommendations for the incident. The major responsibilities of the COST are:

a. Review Common Responsibilities in Chapter 2.
b. Review Unit Leader Responsibilities in Chapter 2.
c. Obtain a briefing from the FSC.
d. Coordinate with agency headquarters on cost reporting procedures.
e. Collect and record all cost data.
f. Develop incident cost summaries.
g. Prepare resources-use cost estimates for the Planning Section.
h. Make cost-saving recommendations to the FSC.
i. Ensure all cost documents are accurately prepared.
j. Maintain cumulative incident cost records.
k. Complete all records prior to demobilization.
l. Provide reports to the FSC.
m. Maintain Unit Log (ICS 214-CG).

TECHNICAL SPECIALISTS (THSP) – Certain incidents or events may require the use of THSP's who have specialized knowledge and expertise. THSP's

may function within the Planning Section or be assigned wherever their services are required. See chapter 8 and the THSP Job Aid for more detailed information on THSP's.

CHAPTER 11

INTELLIGENCE

References:
(a) National Response Plan (NRP)
(b) National Incident Management System (NIMS)
(c) Intelligence Officer Job Aid

INTRODUCTION

This is a brief summary of the Intelligence function as used in NIMS ICS. The Intelligence Function has been described in more detail in references (a) and (b) and a Job Aid has been developed to assist Coast Guard Intelligence Officers (reference (c)). The analysis and sharing of information and intelligence are important elements of ICS. In this context, intelligence includes not only national security or other types of classified information but also other operational information, such as risk assessments, medical intelligence (i.e., surveillance), weather information, geospatial data, structural designs, toxic contaminant levels, and utilities and public works data that may come from a variety of different sources. Traditionally, information and intelligence functions are located in the Situation Unit under the Planning Section. However, in exceptional situations, the IC/UC may need to assign the information and intelligence functions to other parts of the ICS organization. In any case, information and intelligence must be appropriately analyzed and shared with personnel, designated by the IC, who have proper clearance and a “need-to-know" to ensure that they support decision-making.

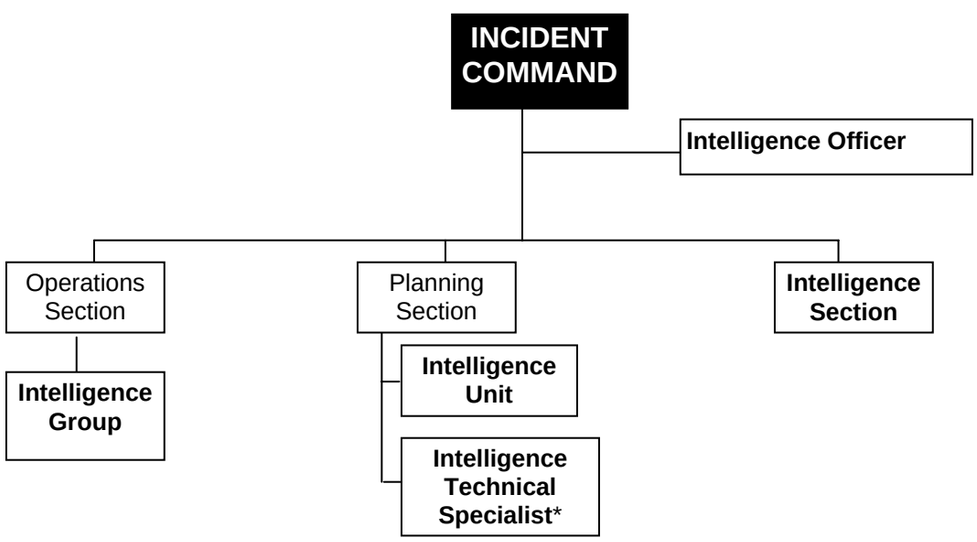
The intelligence and information function may be organized in one of the following ways:

a. Within the Command Staff as the Intelligence Officer (INTO). This option may be most appropriate in incidents in which incident-related intelligence is provided through real-time reach-back capabilities.
b. As an Intelligence Unit within the Planning Section. This option may be most appropriate in an incident with some need for tactical intelligence that can be handled by the Planning Section but requires a separate unit from the Situation Unit to handle it.
c. As an Intelligence Branch or Group within the Operations Section. This option may be most appropriate in incidents with a high need for **tactical** intelligence actions.
d. As a separate General Staff Intelligence Section. This option may be most appropriate when an incident is heavily influenced by intelligence factors or when there is a need to manage and/or analyze a large volume of classified or highly sensitive intelligence or information. This option is particularly relevant to a terrorism incident, for which intelligence plays a crucial role throughout the incident life cycle.
e. As an Intelligence Technical Specialist. This option can be used for any situation because a technical specialist can be assigned where most needed to in the ICS organization but may be most appropriate when little intelligence information is required by the incident.

Regardless of how it is organized, the information and intelligence function is also responsible for developing, conducting, and managing information- related security plans and operations as directed by the IC. These can include information security and operational security activities, as well as the complex task of ensuring that sensitive information of all types (e.g., classified

information, sensitive law enforcement information, proprietary and personal information, or export-controlled information) is handled in a way that not only safeguards the information but also ensures that it gets to those who need access to it so that they can effectively and safely conduct their missions. The information and intelligence function also has the responsibility for coordinating information-security and operational-security matters with public awareness activities that fall under the responsibility of the PIO, particularly where such public awareness activities may affect information or operations security.

ORGANIZATION CHART
Locations where Intelligence may be located in the ICS Organization



* May be assigned wherever their services are required.

For the U.S. Coast Guard, the intelligence function often fits best as the Intelligence Officer because of the Sector organization and other reasons noted in reference (c). See references (a) and (b) for more information on intelligence function and Chapter 6 and reference (c) for more information on the INTO duties and responsibilities.

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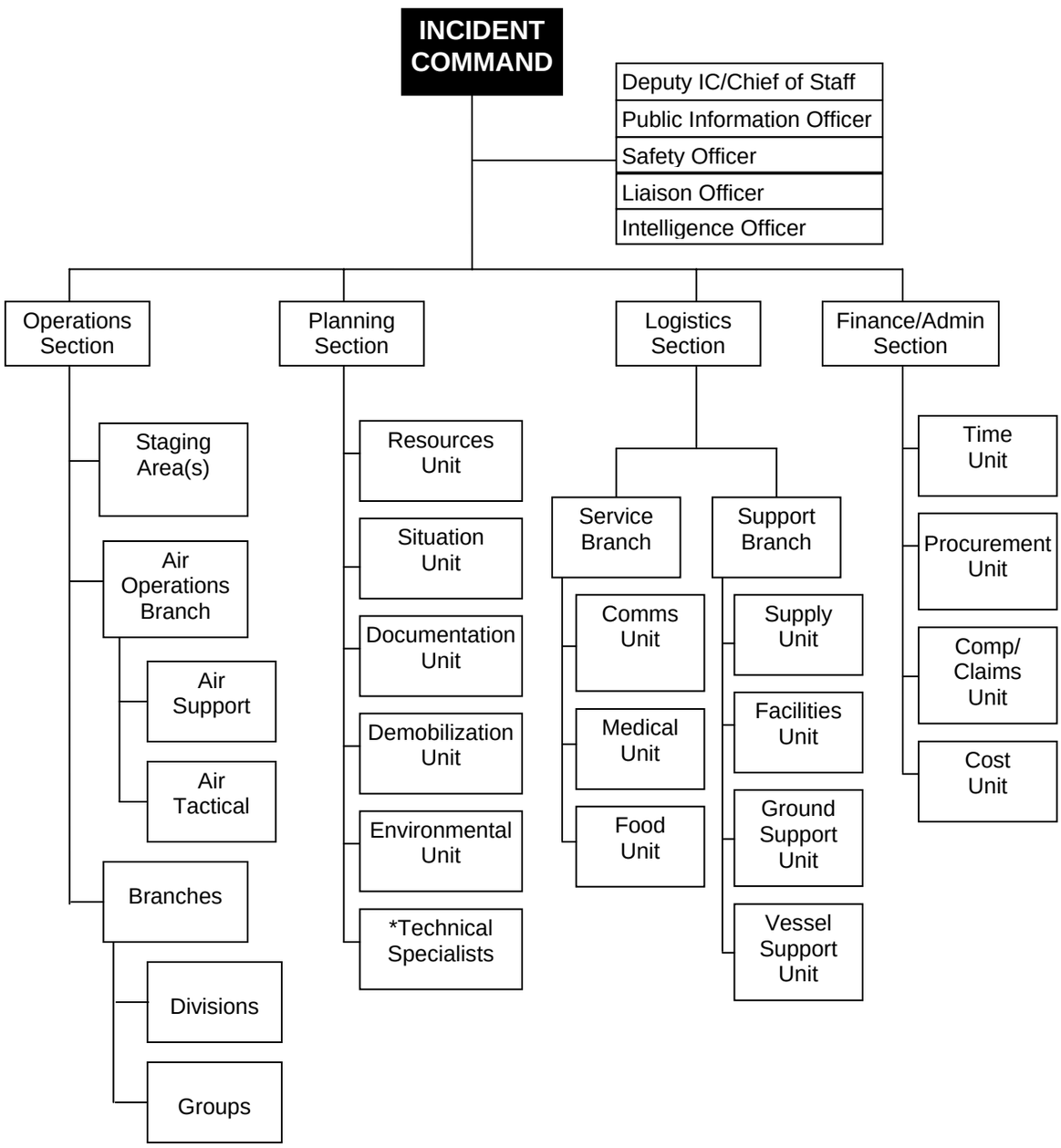
CHAPTER 12

ORGANIZATIONAL GUIDES

INCIDENT COMMAND SYSTEM ORGANIZATION CHART



* May be assigned wherever their services are required.

ICS ORGANIZATION GUIDE

COMMAND

1. Incident Commander - one per incident. Unless incident is multi-jurisdictional.
2. Multi-jurisdictional incidents establish Unified Command with each jurisdiction supplying an individual to represent agency in Unified Command Structure.
3. Incident Commander may have Deputy IC's as needed.
4. Command Staff Officer - one per function per incident.
5. Command Staff may have assistants as needed.
6. Agency Representatives report to Liaison Officer on Command Staff.

INCIDENT BASE RECOMMENDED MINIMUM PERSONNEL REQUIREMENTS
(**PER TWELVE (12) HOUR OPERATIONAL PERIOD or SHIFT**)

(If camps are established, the minimum personnel requirements for the Base may be modified or additional personnel may be added to support camps.)

	UNIT POSITION	SIZE OF INCIDENT (NUMBER OF DIVISIONS/GROUPS)				
		2	5	10	15	25
OPERATIONS	Operations Section Chief	One Per Operational Period				
	Deputy Operations Section Chief	1	1	1	2	3
	Branch Director		2	3	4	6
	Division/Group Supervisor	2	5	10	15	25
	Strike Team Leaders	As Needed				
	Task Force Leaders	As Needed				
	Air Operations Director		1	1	1	1
	Air Tactical Group Supervisor	1	1	1	1	1
	Helicopter Coordinator	As Needed				
	Air Support Group Supervisor	1	1	1	1	1
	Helibase Manager	One Per Helibase				
	Helispot Manager	One Per Helispot				
	Staging Area Manager	One Per Staging Area				
PLANNING	Planning Section Chief	One Per Incident				
	Deputy Planning Section Chief	1	1	1	2	3
	Resource Unit Leader	1	1	1	1	1
	Assistant Resource Unit Leader			1	1	2
	Status Recorders	1	2	3	3	4
	Check-In Recorders	As Needed				
	Technical Specialists	As Needed				
	Situation Unit Leader	1	1	1	1	1
	Assistant Situation Unit Leader			1	1	2
	Display/Report Processor		1	1	1	2
	SITREP/OPSUM Processors	1	1	1	2	2
	Field Observer		1	2	2	4
	Weather Observer	As Needed				
	Aerial/Ortho Photo Analyst	As Needed				
	Computer Terminal Operator		1	1	1	1
	Environmental Unit Leader	1	1	1	1	1
	Documentation Unit Leader		1	1	1	1
	Demobilization Unit Leader			1	1	1
	Demob Recorders from Resources	As Needed				

ICS Organization Guide continued

	UNIT POSITION	SIZE OF INCIDENT (NUMBER OF DIVISIONS/GROUPS)				
		2	5	10	15	25
LOGISTICS	Logistics Section Chief	One Per Incident				
	Deputy Logistics Section Chief				1	2
	Service Branch Director	As Needed				
	Communications Unit Leader	1	1	1	1	1
	Assistant Communications Unit Leader			1	1	2
	Incident Communications Manager	1	1	1	1	1
	Incident Dispatcher	1	2	3	3	4
	Message Center Operator		1	1	2	2
	Messenger		1	2	2	2
	Communications Technician		1	2	4	4
	Medical Unit Leader	1	1	1	1	1
	Assistant Medical Unit Leader	As Needed				
	Food Unit Leader		1	1	1	1
	Food Unit Assistant (each camp)	As Needed				
	Support Branch Director	As Needed				
	Supply Unit Leader		1	1	1	1
	Camp Supply Assistant (each camp)	As Needed				
	Ordering Manager			1	1	1
	Receiving/Distribution Manager		1	1	1	1
	Recorders		1	1	2	2
	Supply Unit Staff		2	2	2	2
	Facility Unit Leader		1	1	1	1
	Base Manager		1	1	1	1
	Camp Manager (each camp)	As Needed				
	Facility Maintenance Specialist		1	1	1	1
	Security Manager		1	1	1	1
	Facility Unit Staff		6	6	12	12
	Ground Support Unit Leader	1	1	1	1	1
	Equipment Manager		1	1	1	1
	Assistants	As Needed				
	Equipment Timekeeper		1	1	1	1
	Mechanics	1	1	3	5	7
	Drivers	As Needed				
	Operators	As Needed				
	Vessel Support Unit Leader	As Needed				
FIN-ADMIN	Finance/Administration Section Chief	One Per Incident				
	Deputy Finance/Admin Section Chief					1
	Time Unit Leader		1	1	1	1
	Time Recorder, Personnel		1	3	3	5
	Time Recorder, Equipment		1	2	2	3
	Procurement Unit Leader		1	1	1	1
	Compensation/Claims Unit Leader		1	1	1	1
	Compensation Specialist	As Needed				
	Claims Specialist	As Needed				
	Cost Unit Leader		1	1	1	1
	Cost Analyst			1	1	1

JOINT-STAFF (J-Staff)/ICS ORGANIZATION CORRELATION CHART

Coast Guard personnel may find themselves working in a Joint-Staff (J-Staff) organization in support of DOD operations, or DOD personnel may find themselves working in support of a Federal or State Agency within an ICS organization. The following table is provided to enable those trained in an ICS position to identify where their ICS skills best fit in a J-Staff Organization. Conversely, if J-Staff qualified individuals find themselves working in an ICS organization in support of a response they can use the table to find where their J-Staff training and experience will best fit in the ICS organization.

For example, if an individual is trained as a Resources Unit Leader in ICS and they report to a J-Staff organization, their skills in ICS would best fit under J-1 (Manpower and Personnel).

* It is important to remember that the J-Staff was not intended to be an emergency response organization.

J Staff	J Staff Responsibilities	Proposed ICS Position Equivalents
Commander, Deputy Commander, Chief of Staff	♦ Plan and conduct military operations in response, including the security of the command and protection of the United States, its possessions and bases against attack or hostile incursion. ♦ Maintain the preparedness of the command to carry out missions assigned to the command. ♦ Carry out assigned missions, tasks, and responsibilities.	**Incident Commander** – the IC's responsibility is the overall management of the incident. On most incidents, a single IC carries out the command activity. The IC is selected by qualifications and experience. **Unified Command** – A unified team that manages an incident by establishing a common set of incident objectives and strategies. This is accomplished without loss or abdication of agency or organizational authority, responsibility or accountability.
Special Staff	♦ Gives technical, Administrative & tactical advice ♦ Prepares parts of plans, estimates & orders ♦ Coordinates & supervises staff active Responsible directly to the Commander	**Technical Specialists**- Personnel with special skills who can be used anywhere within the ICS Organization.
Personal Staff	♦ Gives technical, Administrative & tactical advice ♦ Prepares parts of plans, estimates & orders ♦ Coordinates & supervises staff active Responsible directly to the Commander ♦ Special Matters over which commander chooses to exercise close personal control ♦ Usually includes the political adviser ties	**Information Officer**- is responsible for developing and releasing information about the incident to the news media, to incident personnel, and to other appropriate agencies and organizations. **Liaison Officer**- is assigned to the incident to be the contact for assisting and/or cooperating Agency Representatives **Safety Officer**- to develop and recommend measures for assuring personnel safety, and to assess and/or anticipate hazardous and unsafe situations. Only the SOFR will be assigned for each incident. **Intelligence Officer**- Command Staff Officer who Determines Intelligence gaps and intelligence Requirements during the planning phase, analyzes and shares intelligence among ICS functions and involved partners, and processes classified and unclassified request for intelligence.

J Staff	J Staff Responsibilities	Proposed ICS Position Equivalents
J-1: Manpower & Personnel	♦ All matters concerning human resources and, ♦ Unit Personnel strength and readiness status ♦ Monitors and assesses elements of personnel administration & management **Receives information for coordinating, advising, and planning to assist the CG Commander in accomplishing the mission**	**Resources Unit**: Maintains status of all assigned resources at an incident (key supervisory personnel, primary & support resources, etc.). *(Planning Section)* **Documentation Unit**: Maintains accurate, up-to-date incident files. *(Planning Section)* **Time Unit**: Accurate recording of daily personnel time, compliance with time recording policies, and managing commissary operations. *(Finance/Administration Section)*
J-2: Intelligence	♦ All matters concerning military and contingency intelligence. ♦ Acquires various intelligence information and data. ♦ Analyzes and evaluates intelligence and data. ♦ Provides analyzed information and data to CG Commander with recommendations.	**Intel Officer** - Command Staff Officer who Determines Intelligence gaps and intelligence Requirements during the planning phase, analyzes and shares intelligence among ICS functions and involved partners, and processes classified and unclassified request for intelligence. The INTO manages operational information such as risk assessments, affects on public and responders, utilities and infrastructure affects, and develops strategic assessment vs. specific targeted. (Command Staff)
J-3: Operations	♦ All matters concerning contingency operations, tactical plans, tactical response organization and training ♦ Maintains current operations estimate of situation in coordination with other staff elements ♦ Coordinates & develops the operations & tactical plans, and OPORDERS ♦ Responsible for all tactical activities ♦ All personnel and unit training within Command organization	**Operations Section Chief**: Manages tactical operations, requests resources as needed, supervises execution of the Incident Action Plan for Operations, approves release of resources from assigned status. *(Operations Section)* Other Branches, Task Forces, Single Resources, Staging Area Manager, Air Operations, Air Tactical Group, etc. Assigned duties, as directed under the standard ICS organization. *(Operations Section)*

J Staff	J Staff Responsibilities	Proposed ICS Position Equivalents
J-4: Logistics	♦ All matters concerning the response organization supplies, maintenance, transportation, and services ♦ Determines supply requirements and coordinates/processes supply requests. Ensures supply security. ♦ **Supervises collection, staging, distribution and transportation of supplies**	**Logistics Section Chief**: All incident support (exception being aviation support). (*Logistics Section)* **Demobilization Unit**: Develops Incident demobilization plan. *(Planning Section)* **Medical Unit**: Procedures for managing major medical emergencies, provide medical aid, and assist with processing injury-related claims (determine level of emergency medical activities prior to activation, acquire and manage medical support, establish procedures for handling serious injuries). *(Logistics Section)* **Food Unit**: Supplies food needs for the entire incident (determine food & water requirements, obtain necessary equipment and supplies, order sufficient food and potable water, etc.). *(Logistics Section)* **Supply Unit**: Orders, receives, processes, stores all incident-related resources. Provides supplies to planning, logistics and finance/admin sections, determines type and amount of supplies en route, orders, receives, distributes, and stores supplies and equipment, maintains inventory of supplies and equipment. *(Logistics Section)* **Facilities Unit**: Sets up, maintains and demobilizes all incident support facilities. Determines requirements for each incident facility, activates incident facilities, provides security services, etc. *(Logistics Section)* **Ground Support Unit:** Maintenance, service, and fueling of all mobile equipment & vehicles. Ground transportation of personnel, supplies and equipment. Support services for mobile equipment & vehicles, order maintenance & repair supplies, etc. *(Logistics Section)*

J Staff	J Staff Responsibilities	Proposed ICS Position Equivalents
J-4: Logistics (continued)	*(continued from previous page)*	**Procurement Unit**: All matters pertaining to vendor contracts, leases, and fiscal agreements. Coordinate with local jurisdiction on plans and supply sources, draft memoranda of understanding, establish contracts & agreements with supply vendors. *(Finance/Administration Section)*
J-5: Plans & Policy	♦ All matters concerning the long range response organization planning. ♦ Prepares mission, concept, and overall operations plans for the contingency. ♦ Prepares the recommended Course of Action (COA) and Commander's Estimates (CE), and provides response recommendations. ♦ Coordinates and facilitates all planning functions and processes.	**Planning Section Chief**: Evaluates, processes, and disseminates information for use at the incident. Reassigns out-of-service personnel already on-site to ICS organizational positions, as appropriate, establishes information requirements, and reporting schedules, determines need for any specialized resources, assembles information on alternative strategies, provides periodic predictions on incident potential, reports any significant changes in incident status. *(Planning Section)*
J-6: Command, Control & Communications	♦ All matters concerning Command, Control, and Communications. ♦ Handles command responsibilities for communications. ♦ Coordinates tactical communications planning and execution. ♦ Manages and develops the electronics and automatic information systems.	**Communications Unit**: Develops plans for the use of incident communications equipment and facilities, installs and tests the communications equipment, supervises the Incident Communications Center, distributes and maintains communications equipment. *(Communications Section)*

J-7 Operational Plans and Interoperability	♦ Prepares appropriate strategic and theater force structure recommendations and alternatives for use in the development of military plans. ♦ Prepares the appropriate JSPS documents to support implementation of Joint Staff force structure recommendations including force apportionment and assignment. ♦ Conducts tradeoff analyses between force effectiveness and alternative resource distributions. ♦ Conducts tradeoff analyses of joint force capabilities and requires, including assessments of the projected readiness, sustainability, modernization, and force structure aspects of current and programmed forces.	**Planning Section Chief**: Evaluates, processes, and disseminates information for use at the incident. Reassigns out-of-service personnel already on-site to ICS organizational positions, as appropriate, establishes information requirements, and reporting schedules, determines need for any specialized resources, assembles information on alternative strategies, provides periodic predictions on incident potential, reports any significant changes in incident status. *(Planning Section)*

J-8 **Force Structure, Resources and Assessment**	♦ Pursues joint force development through joint doctrine, training, war plans, and assessments ♦ Through the Joint Training System, joint exercise program, CJCS Assessment Program, and review of conventional war plans, assists the combatant commands, Joint Staff, Services, and OSD to exercise and improve the capability of US forces and combat support agencies to achieve strategic goals. ♦ Facilitates addressing warfighting requirements needed in war plans, joint education, training, and doctrine.	**Finance Section Chief**- is responsible for all financial, administrative, and cost analysis aspects of the incident and for supervising members of the Finance/Administration Section. ♦ **Compensation/Claims**: Oversees completion of all forms required by workers' compensation and local agencies. Also maintains file of injuries and illnesses, associated with the incident. Close coordination with the Medical Unit. Claims are responsible for investigating all claims involving property associated with or involved in incident. *(Finance/Administration Section)* ♦ **Cost Unit**: Provides all incident cost analysis. Insures proper identification of all equipment and personnel requiring payment, prepares estimates of incident costs, and maintains accurate records of incident costs. *(Finance/Administration Section)* ♦ **Procurement Unit**: All matters pertaining to vendor contracts, leases, and fiscal agreements. Coordinate with local jurisdiction on plans and supply sources, draft memoranda of understanding, establish contracts 7 agreements with supply vendors. *(Finance/Administration Section*

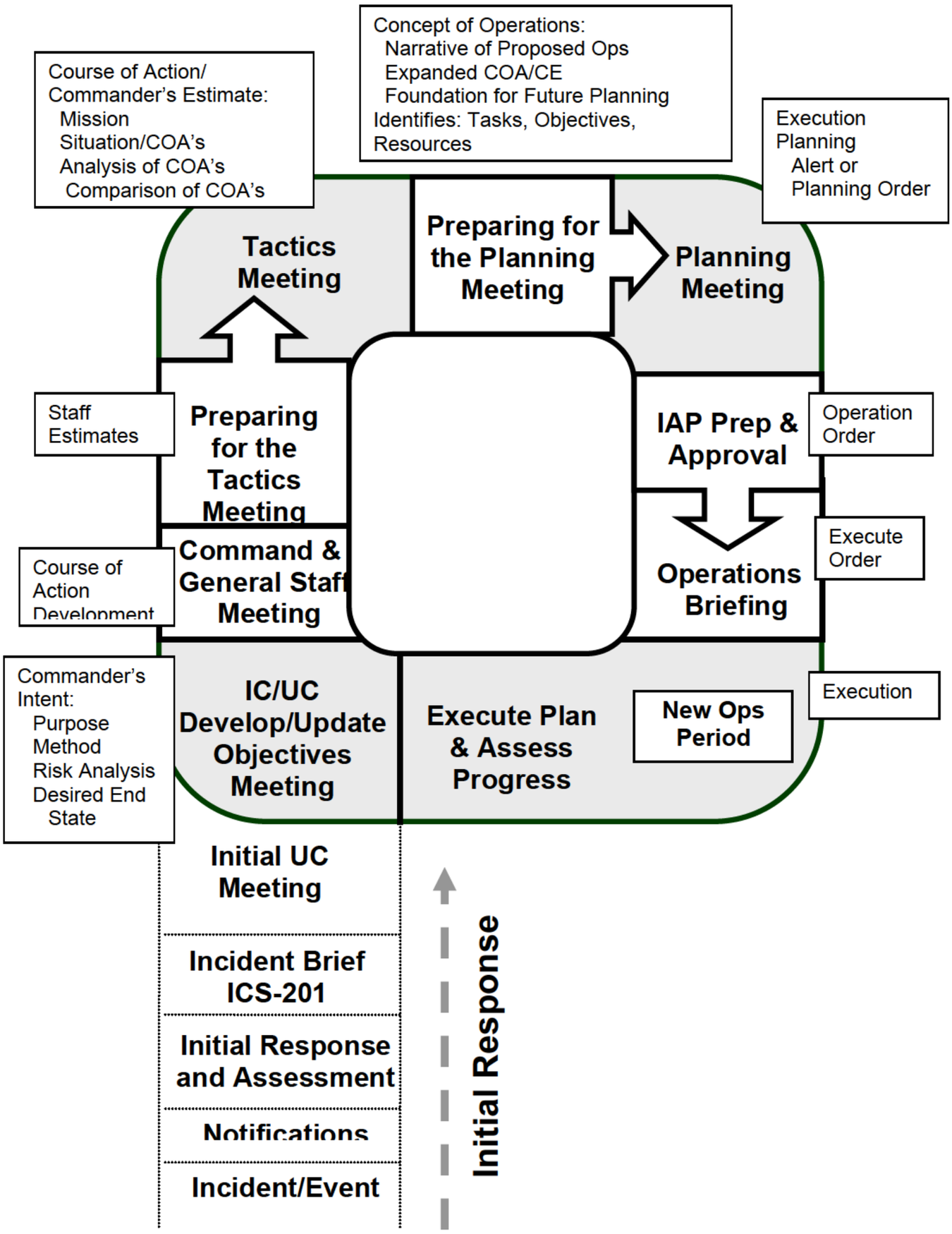
JOPES and ICS Interaction

Anyone who has participated in the Joint Operational Planning and Execution System (JOPES) or ICS planning processes will understand the value of *Process*. Process is as important as and sometimes more important than the plan. The process itself drives critical information and communication of that information where it needs to go. JOPES consists of two planning processes; Crisis Action Planning (CAP) and Deliberate Planning. ICS delineates between *Unplanned Incidents* and *Planned Events*. Although ICS has been utilized for large scale Planned Events, by design, it is a CAP process.

The JOPES and ICS Interaction diagram takes the *linear* process for producing JOPES OPLANS and Orders and *bends* it around the ICS Operational Planning “P”. This works because the basic functional activities are essentially the same for all planning processes. The diagram translates between JOPES and ICS functions, phases, and tools. Both JOPES and ICS practitioners can now see that the processes flow in the same sequence; how by implication, portions of a JOPES plan or order relate to ICS tools; and that continuous improvement of ICS can be incorporated into JOPES OPLANS and Orders.

Current Coast Guard doctrine dictates JOPES for some of its Deliberate Planning and ICS for most CAP responses. The Deliberate OPLANS and Contingency Plans prepare units for response and directly feed into the development of ICS Incident Action Plans when they do.

JOPES and ICS Interaction



CHAPTER 13

AREA COMMAND

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CHAPTER 13

AREA COMMAND

References:
(a) National Response Plan (NRP)
(b) National Incident Management System NIMS)
(c) Area Command Job Aid
(d) Logistics Section Chief Job Aid

INTRODUCTION

The purpose of an Area Command (AC) is to oversee the management of the incident(s), focusing primarily on strategic assistance and direction and resolving competition for scarce response resources. An Area Command (AC) is activated only if necessary, depending on the complexity of the incident and incident management span-of-control considerations. This organization does not supplant the Incident Commanders (IC's) and Unified Commands (UC's), but supports and provides strategic direction. Execution of tactical operations and coordination remains the responsibility of the on-scene incident command/unified command structure.

Area Command is an organization activated by the Sector, District, or Area Commander to ensure coordination for Command, Planning, Logistical and Fiscal matters. For example, the need for an AC may arise when there are multiple incidents and/or a spill of national significance (SONS). The AC will determine critical resource allocation. For multiple incidents, AC may also establish incident prioritization.

NOTE: For further details on operating procedures refer to the Area Command Job Aid.

AREA COMMAND
CONCEPT OF OPERATIONS

AC Activation Criteria

A District/Area Commander or the Commandant can determine when an incident(s) is of such magnitude, complexity or operational intensity that it would benefit from the activation of an AC. Also, there may be times when multiple incidents occur within one Sector Commander zone where incidents are competing for the same resources. The AC may be designated by the Sector Commander or the Sector Commander may fulfill the AC role. Factors to consider when deciding to activate an AC include but are not limited to:

1. Complex incident overwhelming local and regional Coast Guard assets;
2. An incident that overlaps Coast Guard districts;
3. An incident that crosses international borders;
4. The existence of, or the potential for, a high level of national political and media interest;
5. Significant threat or impact to the public health and welfare, natural environment, property or economy over a broad geographic area; or
6. More than one active incident where incidents are competing for the same resources.

AC Activation Guidance

When the decision is made to activate an AC, the following actions should occur:

1. An Area Commander is designated by the Sector Commander, District Commander, Area Commander or the Commandant.
2. Designated Area Commander and deputy/deputies will be delegated clear succession of command authority.
3. If an incident(s) is multi-jurisdictional, the AC shall be established using Unified Command (UC)

concepts and principles. When Unified Area Command (UAC) is established, representatives will typically consist of executives possessing the highest level of response authority as possible.

4. Determine appropriate location for the Area Command Post (ACP).

AC Responsibilities

AC has the overall responsibility for strategic management of the incident(s) and will:

1. Establish AC strategic objectives.
2. Establish overall response priorities.
3. Rank incidents in order of priority.
4. Identify and allocate critical resources based on incident needs.
5. Ensure that the incident(s) is properly managed;
6. Ensure that the on-scene incident(s) objectives are met.
7. Minimize conflict with supporting agency's/ stakeholder and public concerns.
8. Coordinate acquisition of critical or specialized resources.
9. In the event that a Joint field Office (JFO) is activated, coordinate acquisition of national assets to support the incident(s) between AC and the JFO. (See reference (a) or Chapter 14 for detailed description of a JFO.)

AC Staffing

The AC organization should be kept as small as possible. The size of the AC organization will be determined by the authorities and support requirements of the incident(s) and follows standard ICS principles like flexibility and scalability. Under normal circumstances, AC staffing will consist of:

1. Area Commander(s) and Deputy/Deputies
2. AC Liaison Officer (AC LNO)

3. AC Safety Officer (AC SOFR)
4. AC Public Information Officer (AC PIO)
5. AC Intelligence Officer (AC INTO)
6. AC Logistics Chief (AC LC)
7. AC Communication Unit Leader (AC COML)
8. AC Information Technology Specialist (AC ITS)
9. AC Facility Unit Leader (AC FACL)
10. AC Planning Chief (AC PC)
11. AC Documentation Unit Leader (AC DOCL)
12. AC Critical Resources Unit Leader (AC CRESL)
13. AC Situation Unit Leader (AC SITL)
14. AC Finance/Administration Chief (AC FC)

Optional Staffing
1. Legal Specialist
2. Security Specialist
3. Intel Specialist
4. Aviation Coordinator
5. Documentation Specialist/Executive Assistant
6. Legislative Affairs Officer

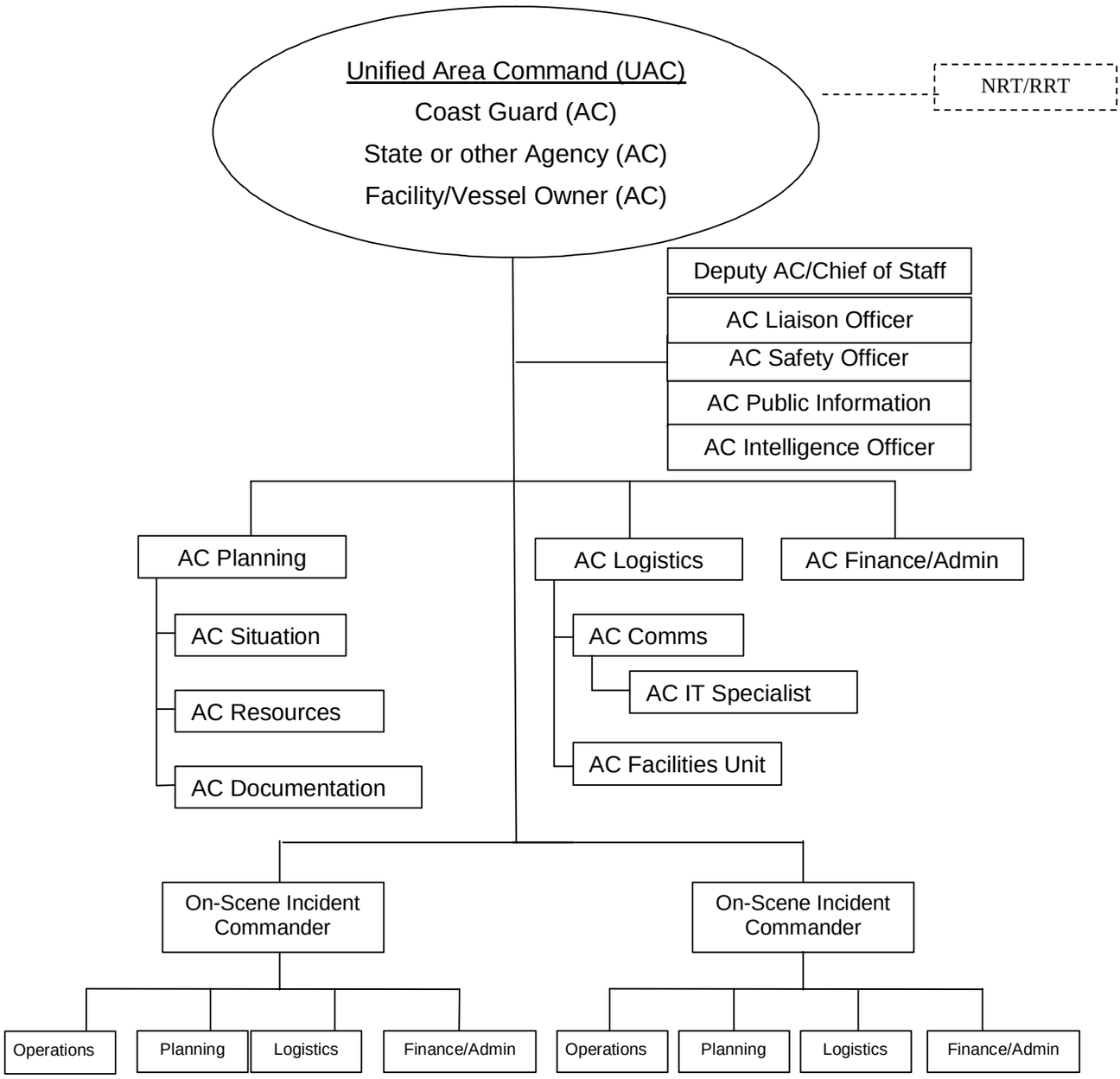
The Area Command organization does not, in any way, replace the on-scene incident organization(s) or functions. The above positions, if established, are strictly related to supporting the AC functional responsibilities. Tactical operations continue to be directed at the on-scene IC/UC command level.

In addition, **Expanded Ordering** may be set up outside of the local incident(s) and outside of Area Command to assist with non-critical resource ordering. See more about expanded ordering process in reference (d), the Logistics Section Chief Job Aid.

AC REPORTING RELATIONSHIPS

It is envisioned that the role of Area Commander for Incidents of National Significance (INS) will be filled by a Flag Officer (or their designee) with the ability to set priorities and objectives on behalf of the entire Coast Guard. When established, the Area Commander reports through normal Coast Guard reporting channels to the Commandant. If a JFO or other Multiagency Coordination Centers (MACS) are established, the AC will need to determine the appropriate level of coordination and liaison required to support the incident(s).

AREA COMMAND ORGANIZATION



Note: NIIMS Area Command includes an Aviation Coordinator position. This position was intentionally left out for Coast Guard AC. The AC can add the position anytime they determine a need for special aviation coordination.

AREA COMMAND
POSITION CHECKLISTS

AREA COMMANDER (AC)

The Area Commander is responsible for providing the overall direction to the on-scene IC(s). This responsibility includes ensuring that conflicts are resolved, incident objectives are established and strategies are selected to meet AC priorities and strategic objectives.

The Area Commander responsibilities are as follows:

1. Review Common Responsibilities in Chapter 2.
2. Obtain authorities and policy guidance from agency executive(s).
3. Provide briefings to the next level of command through normal reporting channels.
4. If operating within a UAC, develop a working agreement with all UAC participants to ensure that jurisdictional authorities are not compromised or neglected.
5. In coordination with on-scene IC's/UC's determine level of effort AC will need to support.
6. Based on the scope of the job, ensure the AC organization is capable of meeting their functional responsibility.
7. Identify location and establish an appropriate Area Command Post.
8. Establish authorities and policy guidance and communicate to AC team members.
9. Develop overall direction, priorities, and strategic objectives and convey to on-scene IC's/UC's.
10. Ensure that the incident response strategies address the direction set by the AC.
11. Establish priorities for assignment and demobilization of critical resources.
12. Coordinate demobilization of critical resources.

13. Establish a media strategy (plan) for release of information to the media, the public, etc.
14. Serve as public spokesperson for the overall response.
15. Manage the AC organization to ensure the on-scene IC's/UC's are appropriately supported.
16. Maintain AC log of strategic decisions.
17. Monitor and evaluate AC Incident management Team (AC IMT) performance.
18. Anticipate and analyze long term big picture potential consequences and develop strategic response alternatives.

DEPUTY AREA COMMANDER (DAC)

The AC may have Deputy AC's, who may be from the same agency or from an assisting agency. The Deputy AC must have the same qualifications as the person for whom they work, as they must be ready to take over that position at any time. When span of control becomes an issue for the AC, a Deputy AC/Chief of Staff may be assigned to manage the AC Command Staff.

The major responsibilities of the DAC are:

1. Review Common Responsibilities in Chapter 2.
2. Assist the AC in executing their responsibilities.
3. Perform Area Commander Duties in the absence of the designated Area Commander.
4. Oversee and facilitate the overall operation of the AC Staff and General Staff functions on behalf of the Area Commander.
5. Administer special projects as assigned.

AC LIAISON OFFICER (AC LNO)

Establish liaison, as needed, with representatives of assisting and cooperating agencies. This will often be with the same agencies represented at the IC level, but

will typically be a link to a more senior organizational level than that represented on-scene.

The major responsibilities of the AC LNO are:

1. Review Common Responsibilities in Chapter 2.
2. Review the LNO Job Aid.
3. Establish liaison, as needed, with stakeholders, such as environmental, economic, and political groups. It is expected, however, that the majority of stakeholder service and support will be handled at the on-scene command level.
4. Support on-scene LNO(s) efforts to establish strong ties with assisting/cooperating agencies and stakeholders.
5. When appropriate coordinate with the National Response Team (NRT)/Regional Response Team (RRT) to identify and resolve issues and concerns.
6. Maintain communications with stakeholders and assisting and cooperating agencies and keep AC advised of their issues and concerns.
7. Liaise with all investigating agencies, to minimize impact on incident response operations.
8. Coordinate AC site visits with on-scene command.

AC PUBLIC INFORMATION OFFICER (AC PIO)

The AC PIO is responsible for developing and releasing information about the incident to the news media, to incident personnel, and to other appropriate agencies and organizations. Normally, detailed information regarding response specifics will be referred to and handled by the appropriate on-scene PIO. The AC PIO will generally provide information on overall progress and status of the response from a regional or national perspective.

The major responsibilities of the AC PIO are:

1. Review Common Responsibilities in Chapter 2.
2. Review the PIO and JIC Job Aids.

3. Provide information on the incident(s) to the media and other interested parties.
4. Identify and communicate to AC organization and on-scene IMT, the Area Command's policy and procedures for release of information.
5. As directed, establish and manage the AC Joint Information Center (AC JIC).
6. Coordinate with the on-scene PIO(s) to obtain information and to ensure consistency in release of information.
7. Closely coordinate with on-scene PIO's to develop and establish an effective public information strategy.
8. Evaluate public and media perception of the response effectiveness and keep AC and on-scene command informed.
9. Keep the AC and AC staff informed of news releases, press conferences, town meetings, etc., to be conducted at the AC level.
10. Prepare briefing materials and coordinate the conduct of press conferences, town meetings, etc.
11. Provide speaker preparation and coaching to members of the AC staff.
12. Carry out the protocol function for visiting dignitaries, including coordination and conduct of briefs and site visits. As much as possible, AC will coordinate VIP site visits in an effort to minimize the impact on the on-scene IMT's.

AC SAFETY OFFICER (AC SOFR)

The SOFR function is to develop and recommend measures for assuring personnel safety and to assess and/or anticipate hazardous and unsafe situations. Normally, detailed information regarding response specifics will be referred to and handled by the appropriate on-scene SOFR. The AC SOFR will generally provide information on overall safety issues

and progress/status of the response from a regional or national perspective.

The major responsibilities of the AC SOFR are:

1. Review Common Responsibilities in Chapter 2.
2. Review the SOFR Job Aid.
3. Develop AC Facility Safety Plan and monitor for compliance.
4. Evaluate thoroughness of the on-scene Site Safety Plan(s).
5. As requested, provide assistance to on-scene SOFR and on-scene IMT's in investigating accidents, injuries, fatalities, etc.
6. Review on-scene Incident Action Plans (IAP's) for safety implications.

AC INTELLIGENCE OFFICER (AC INTO)

For the U.S. Coast Guard, the intelligence function has been determined to best fit as the INTO. For more information on the Intelligence function, see Chapter 11. The responsibility of the AC INTO is to provide Command intelligence information for the AC that can have a direct impact on the response personnel and influence the disposition of maritime security assets involved in the response. Normally, detailed information regarding incident intelligence specifics will be referred to and handled by the appropriate on-scene INTO. The AC INTO will generally provide information on overall intelligence issues and progress/status of the response from a regional or national perspective.

The major responsibilities of the AC INTO are:

1. Review Common Responsibilities in Chapter 2.
2. Review the INTO Job Aid.
3. Working with AC, determine the level and complexity of Intelligence needed to support their efforts.

4. Reach agreement with AC on where the intelligence position will be located within the AC organization.
5. Determine Intelligence gaps and Intelligence requirements needed to support AC's decision making process and the development of the Operating Guide.
6. Analyze and share intelligence among AC organization, involved partners and the on-scene IMT(s).
7. Manage and process classified and unclassified requests for intelligence.
8. Ensure that intelligence is properly used and filed.
9. Coordinate intelligence gathering activities with other external agencies and organizations (i.e. FBI, State and local law enforcement, etc).

AC PLANNING CHIEF (AC PC)

The AC Planning Chief is responsible for collecting, evaluating, managing, and disseminating information at the AC level. The responsibility of the AC PC is to provide AC planning information for the AC that can have a direct impact on the response personnel and influence the disposition of maritime security assets involved in the response. Normally, detailed information regarding incident planning specifics will be referred to and handled by the appropriate on-scene PSC. The AC PC will generally provide information on overall planning issues and progress/status of the response from a regional or national perspective.

The major responsibilities of the AC PC are:

1. Review Common Responsibilities in Chapter 2.
2. Review the PSC Job Aid.
3. Review on-scene incident action plans for purposes of assessing potential conflicts with AC direction.
4. Oversee the preparation and dissemination of the AC Operating Guide (OG).

5. Facilitate/conduct AC meetings and briefings.
6. Prepare material and conduct special situation briefings for AC.
7. Assure appropriate displays are developed, maintained and posted.
8. Ensure all off-site reporting requirements are met, i.e., ICS 209-CG.
9. Ensure a documentation process is in place for collecting, duplicating and filing information, including intelligence.
10. Brief Operating Guide to AC staff, Agency Executives, on-scene commanders and VIP's.
11. Ensure that the on-scene commander(s) are adequately anticipating and developing contingencies for addressing future response needs.
12. Assist AC in the development of strategies, objectives, priorities, operating procedures and protocols.
13. Coordinate with Logistics on the identification of, ordering, assignment and demobilization of critical resources.
14. Ensure accurate status of critical resources.
15. Prepare and distribute the AC policies, procedures and decisions to the AC staff and the on-scene IC's/UC's.
16. Ensure a check-in process is in place to ensure accountability of visitors and command post personnel.
17. Develop recommendation for standing down the AC organization (demobilization).

AC SITUATION UNIT LEADER (AC SITL)

The AC SITL is responsible for collecting, processing and organizing incident information relating to the growth, mitigation or intelligence activities taking place on the incident. The SITL may prepare future

projections of incident growth, maps and intelligence information. The responsibility of the AC SITL is to provide situational information for the AC that can have a direct impact on the response personnel and influence the disposition of maritime security assets involved in the response. The AC SITL will generally provide information on overall issues and progress/status of the response from a regional or national perspective.

The major responsibilities of the AC PC are:

1. Review Common Responsibilities in Chapter 2.
2. Review the SITL Job Aid.
3. Develop and implement procedures for collecting and displaying the current operational picture that reflects AC overall response emphasis.
4. Collect and analyze intelligence gathered from on-scene command, external entities, AC staff, and brief AC on the potential implications.
5. Maintain current situation status displays.
6. Prepare incident situation information for support of, and use in, meetings, briefings and reporting documents.
7. Prepare for and conduct situation briefings.
8. Establish and maintain a task/action tracking process (ICS-234-CG).
9. Develop and maintain ICS 209AC-CG, Incident Status Summary.
10. As scheduled, provide frequent/timely incident status updates (ICS 209AC-CG) to Coast Guard Headquarters, the parent Coast Guard District, and other agencies and entities.
11. Be prepared to respond to real-time critical information requests.
12. As required, provide incident status updates to stakeholders or other external organizations on an unscheduled basis.

13. Develop and post a briefing and meeting schedule ICS 230AC-CG.
14. Develop a list of critical information elements.

AC CRITICAL RESOURCES UNIT LEADER (AC CRESL)

The AC CRESL is responsible for maintaining the status of all critical tactical resources and personnel. The AC CRESL will generally provide information on critical resources issues and progress/status of the response from a regional or national perspective.
The major responsibilities of the AC CRESL are:

1. Review Common Responsibilities in Chapter 2.
2. Review RESL Job Aid.
3. Maintain resource status for all critical resources.
4. Maintain resource status on all AC organization.
5. Establish and maintain a check-in process to ensure accountability of visitors and command post personnel.
6. Develop and post an AC organization chart ICS AC207-CG.
7. Assist Planning Chief in the development and assembling of the AC Operating Guide.
8. Support/assist the AC Planning Chief in assigning and demobilizing critical resources.
9. Develop 24 hr watch schedule.
10. Working with the on-scene commanders, submit critical resource needs to the AC Logistics Chief.
11. Coordinate with the AC Finance/Administration Chief to track response costs for AC.
12. Develop and maintain the Resource Allocation and Prioritization worksheet ICS AC215-CG.
13. Set-up meeting and briefing area using the meeting room layout (Refer to Area Command job aid for room layout).

AC DOCUMENTATION UNIT LEADER (AC DOCL)

The DOCL is responsible for the maintenance of accurate, up-to-date incident files.

The major responsibilities of the AC DOCL are:

1. Review Common Responsibilities in Chapter 2.
2. Review the DOCL Job Aid.
3. Establish a process for collecting, analyzing and storing AC documentation both non-secure and secure information.
4. Establish duplication service and respond to requests.
5. File all official memos, forms and reports.
6. Enforce confidentiality policies on release of documents.
7. Monitor accuracy of completeness of records submitted for filing.
8. Provide duplicates of forms and reports to authorized requesters.
9. Obtain approval for release of any documents or reports.
10. Prepare final files for hand-off to appropriate official for future use.

AC LOGISTICS CHIEF (AC LC)

The responsibility of the AC LC is responsible to provide facilities, services, and material in support of the AC.

The major responsibilities of the AC LC are:

1. Review Common Responsibilities in Chapter 2.
2. Review the LSC Job Aid.
3. Establish and maintain an appropriate ACP for the AC organization.
4. Provide services, and support for the AC organization, including billeting, transportation, feeding, etc.
5. Respond to requests to meet AC organization staffing requirements.

6. Establish and maintain a resource ordering process for the AC organization.
7. Work with on-scene IMT's to identify and respond to critical resource needs.
8. Identify list of potential critical/specialized resource suppliers.
9. Source, order and track critical and specialized resources from point of departure to incident check-in.
10. Support/assist the Planning Chief, in developing recommendations for establishing priorities to govern the assignment and demobilization of critical resources.
11. Plan for, and establish secure and non-secure voice and data communication for internal and external needs of the AC organization.
12. As appropriate, provide security services for the ACP.
13. When directed by AC, take charge of the expanded supply network to support the on-scene commanders.
14. Develop AC Communication Plan, ICS AC205-CG.
15. Establish and maintain an accountable-property tracking system.
16. Coordinate directly with the Finance/Administration Chief, for procurement and accounting purposes.

AC FACILITIES UNIT LEADER (AC FACL)

The AC FACL is primarily responsible for the set up, maintenance and demobilization of AC facilities.
The major responsibilities of the AC FACL are:

1. Review Common Responsibilities in Chapter 2.
2. Determine space requirements for ACP.
3. Prepare ACP footprint and assist AC staff in setting up individual work areas.
4. Coordinate with Safety Officer in conducting Site Safety Inspection of ACP.

5. If required, provide for billeting and feeding of AC personnel.
6. Provide for facility maintenance (e.g. sanitation, janitorial services, lighting, etc.).
7. Ensure facility is maintained in a safe condition.
8. Restore facility to its pre-occupancy condition.
9. If required, develop Facility Security Plan and manage security activities including staff parking area.
10. Ensure that all facility equipment is acquired, setup and properly functioning (i.e. furniture, display boards, copy machines, faxes, etc).
11. Establish property accountability system for issued equipment.

AC COMMUNICATIONS UNIT LEADER (AC COML)

The AC COML is responsible for developing plans for the effective use of AC communications equipment and facilities; installing and testing of communications equipment; supervision of the AC Communications Center.

The major responsibilities of the AC COML are:

1. Review Common Responsibilities in Chapter 2.
2. Review COML Job Aid.
3. Prepare and implement AC Communications Plan for both internal and external needs.
4. Provide input into the AC Operating guide as it relates to communications, ICS AC205-CG.
5. Ensure communications systems are installed and tested and maintained including ACP internal telephone system.
6. Coordinate with on-scene communication Unit Leaders and assist with acquisition of specialized equipment and frequency management issues.
7. Provide technical information to both the ACP staff and incident(s).

8. Establish accountability system for issued communications equipment.
9. If required, install secure communication network.

AC INFORMATION TECHNOLOGY SPECIALIST (AC ITS)

The major responsibilities of the AC ITS are:

1. Review Common Responsibilities in Chapter 2.
2. Analyze the requirements for data processing to support the ACP for both internal and external data transmission needs (for both secure and non-secure).
3. Install and maintain ACP LAN and stand alone system including laptops, printers and plotters.
4. Brief user group on system operations.
5. Based on requirements, determine need for specialized expertise to operate and maintain systems.

AC FINANCE CHIEF (AC FC)

The AC FC is responsible for all financial, administrative and cost analysis aspects of the AC and for supervising members of the AC Finance/Admin Section.

The major responsibilities of the AC FC are:

1. Review Common Responsibilities in Chapter 2.
2. Review the FSC Job Aid.
3. Determine Area Command requirements for cost accounting.
4. Coordinate with on-scene Finance/Admin Section Chief(s) to determine methodology for reporting cost information.
5. Collect, analyze and summarize cost data.
6. Keep AC briefed on response costs.
7. Ensure that response costs are managed within the established financial ceilings and guidelines.

8. Coordinate and advise AC on ceiling adjustments when necessary.
9. For oil and hazardous materials incidents: keep the AC advised as to the impact on the Oil Spill Liability Trust Fund (OSLTF) or CERCLA Fund and potential/projected time for reaching liability limits of the Facility/Vessel owner .
10. Establish a Pollution Removal Funding Authorization (PRFA) or other interagency agreements and ensure compliance with all cost documentation requirements of interagency fiscal agreements.
11. For oil spills: Coordinate the overall processing of claims with the Facility/Vessel owner and on-scene Finance/Admin Section Chiefs.
12. Coordinate with JFO for Stafford Act funding sources.
13. If required, develop cost sharing agreements with member of AC.
14. Monitor use of high cost specialized equipment and keep AC advised.
15. If required, coordinate processing of claims resulting from response actions.

OPTIONAL POSITIONS/TECHNICAL SPECIALISTS

LAW SPECIALIST

1. Review Common Responsibilities in Chapter 2.
2. Review Technical Specialist Job Aid.
3. Advise the AC on legal issues.
4. Establish links with the Facility/Vessel owner, state, and other applicable legal representatives. This is primarily a responsibility during Spills of National Significance (SONS).
5. Review documents developed by AC or AC staff to ensure they meet the legal requirements of participating agencies and organizations.

6. Ensure AC documentation control system is appropriate.
7. Identify what documents and/or information can or cannot be released during the response.
8. Monitor compliance of agreements being used during the response (i.e. MEXUS, etc.).

SECURITY SPECIALIST

1. Review Common Responsibilities in Chapter 2.
2. Review Technical Specialist Job Aid.
3. Determine security requirements of the Area Command Post (ACP).
4. Develop and implement ACP Security Plan.
5. Obtain assets to monitor and enforce security.
6. If required, determine need for ACP identification badge system and provide this service.
7. Evaluate and recommend to AC the need for secure communications for both voice and data.
8. Coordinate with on-scene security specialist(s) as needed to ensure security requirements are met.
9. If needed, establish a list of ACP personnel levels of security clearance.

AVIATION COORDINATOR

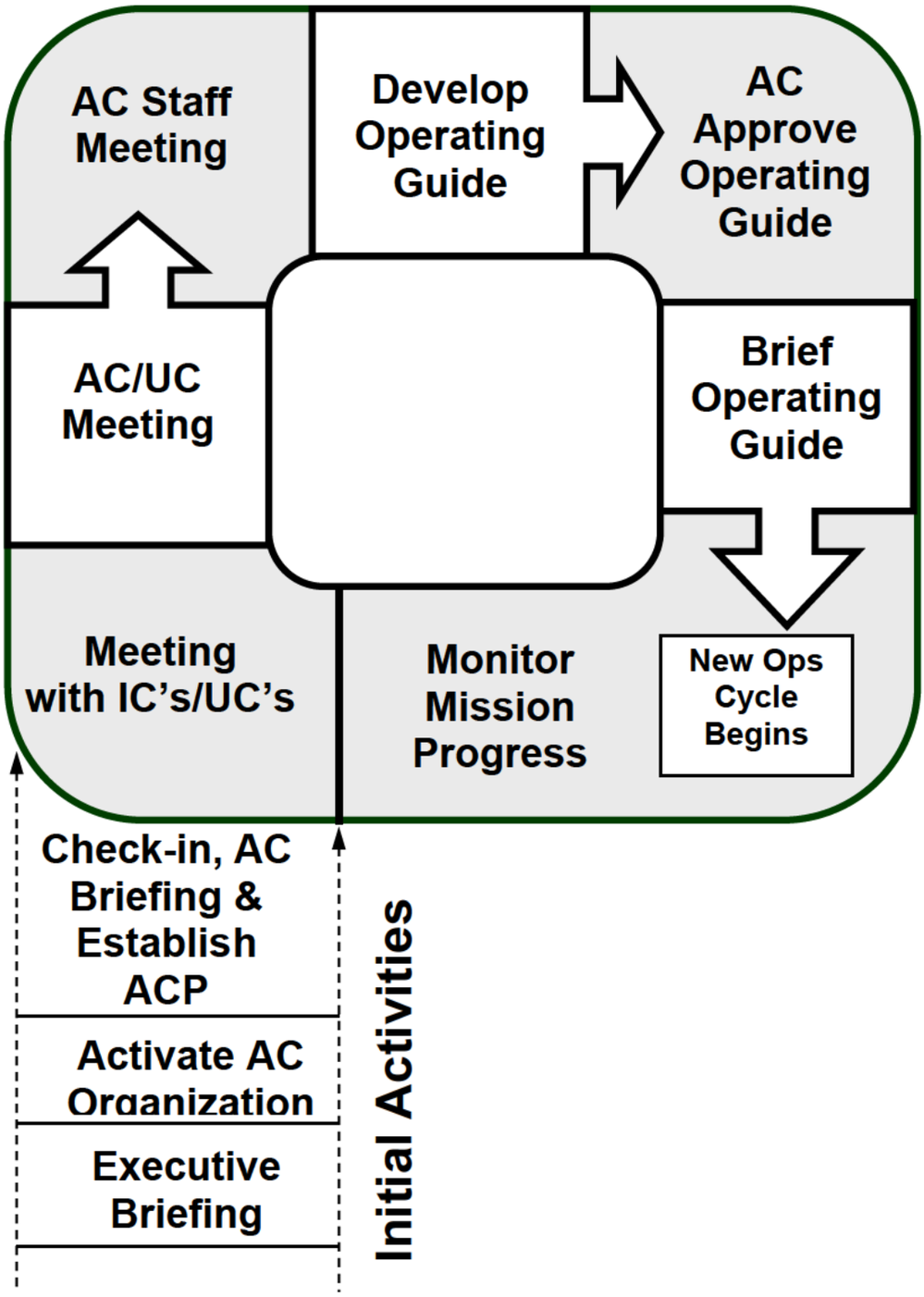
1. Review Common Responsibilities in Chapter 2.
2. Determine where in the AC organization this function will be assigned.
3. Determine AC requirements for use of aviation assets.
4. If aviation assets are determined to be a critical resource, coordinate with the Planning and Logistics Chief on ordering, assigning and demobilizing these assets.
5. Schedule the use of aviation assets assigned to support AC and their staff.
6. Coordinate with the On-scene Air Operations Director for multi- incident utilization of air assets.

7. Provide technical expertise on the use of specialized air assets to both AC and on-scene IMT(s).
8. If needed, develop an ICS 220-CG, Air Operations Summary Work Sheet.

DOCUMENTATION SPECIALIST/EXECUTIVE ASSISTANT

1. Review Common Responsibilities in Chapter 2.
2. Review Technical Specialist and DOCL Job Aids.
3. Determine AC requirements for documenting meeting and briefing.
4. Prepare Decision Memos for AC and primary staff review and approval.
5. Ensure AC meeting notes accurately reflect what was said.
6. Ensure that AC meeting notes, memos and reports are provided to the Documentation Unit Leader.
7. Develop and maintain chronological Log of AC decisions, direction and actions.
8. Perform other administractive duties as may be assigned (i.e. runner, expeditor, etc.).

AREA COMMAND OPERATING CYCLE MEETINGS, BRIEFINGS, AND THE OPERATING GUIDE PROCESS

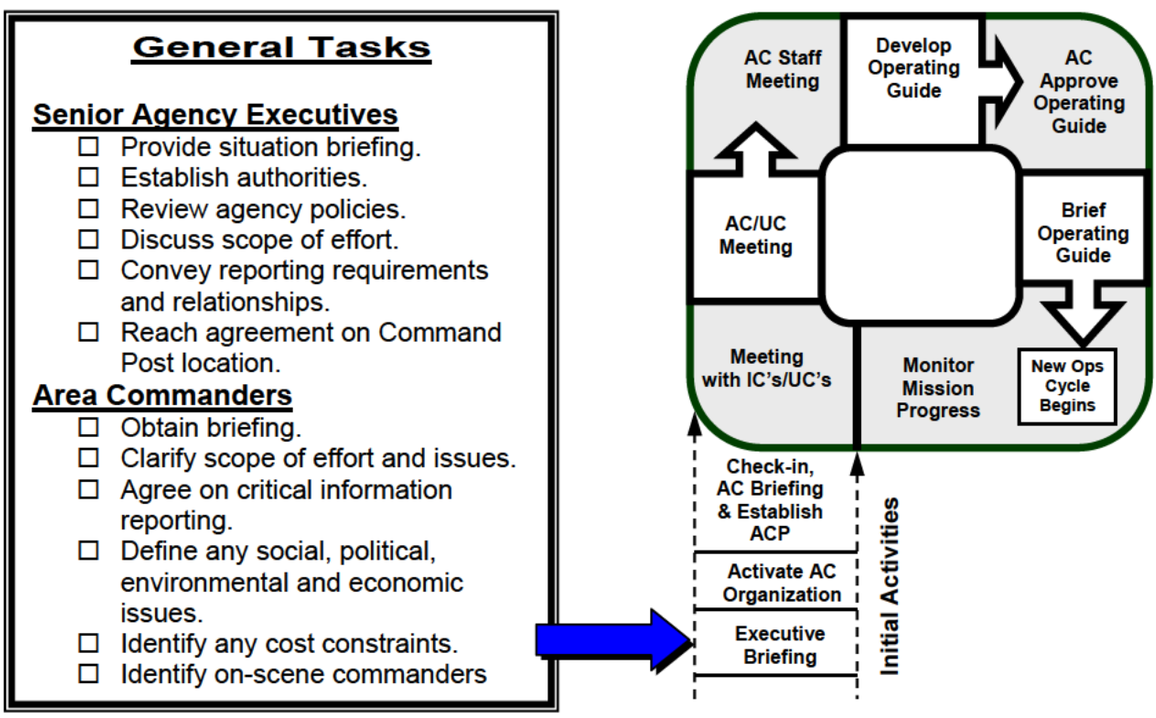


The period of initial activation of the AC organization is when a determination is made to establish an AC organization to support on-scene IMT's. Senior Agency Representatives/Agency Executive(s) determine and designate who will represent the Coast Guard and other appropriate organizations within the AC structure.

EXECUTIVE BRIEFING – This is the first activity where the representatives in Area Command are briefed by senior agency executives on the overall situation which includes:

- Establish authorities.
- Receive policy guidance.
- Reach agreement on the scope of the job.
- Identify Area Command Post location.

When: Selected Area Commander(s) gather for the first time
Facilitator: Senior Agency Executive or designee
Attendees: Selected Area Commanders and deputies



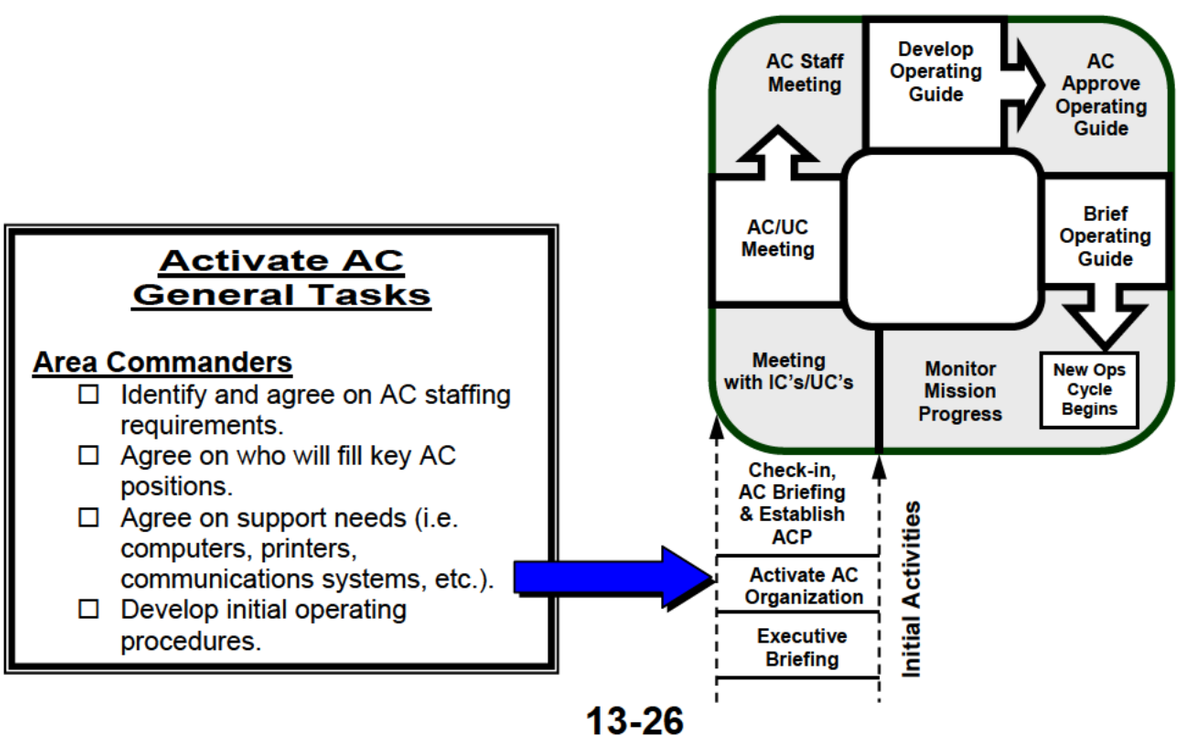
EXECUTIVE BRIEFING AGENDA

1. Brief on the need and requirements for AC organization.
2. Discuss prior communications between executives and IC's/UC's.
3. Brief on current situation.
4. Brief on AC authorities, duties and responsibilities.

5. Discuss overarching political, social, economic and environmental issues affecting the mission.
6. Clarify reporting and briefing requirements and lines of authority.
7. Discuss and reach agreement on overall AC staffing and Area Command Post (ACP) location.
8. Discuss plans and agreements that may be in place.
9. Close out meeting with concurrence from Area Commanders that their concerns have been addressed.

ACTIVATE AC ORGANIZATION/INITIAL AC MEETING – Provides Area Commander(s) the opportunity to determine the size of the Area Command organization based on the scope of effort and agreements reached at the Executive Briefing. This time block could also be used to evaluate the suitability of the proposed ACP location to meet AC organizational needs. Area Commander(s) come to agreement on AC staffing.

When: Shortly after the Executive Briefing
Facilitator: AC Member or AC PC (if available)
Attendees: Area Commanders



ACTIVATE AC ORGANIZATION/INITIAL AC MEETING AGENDA:

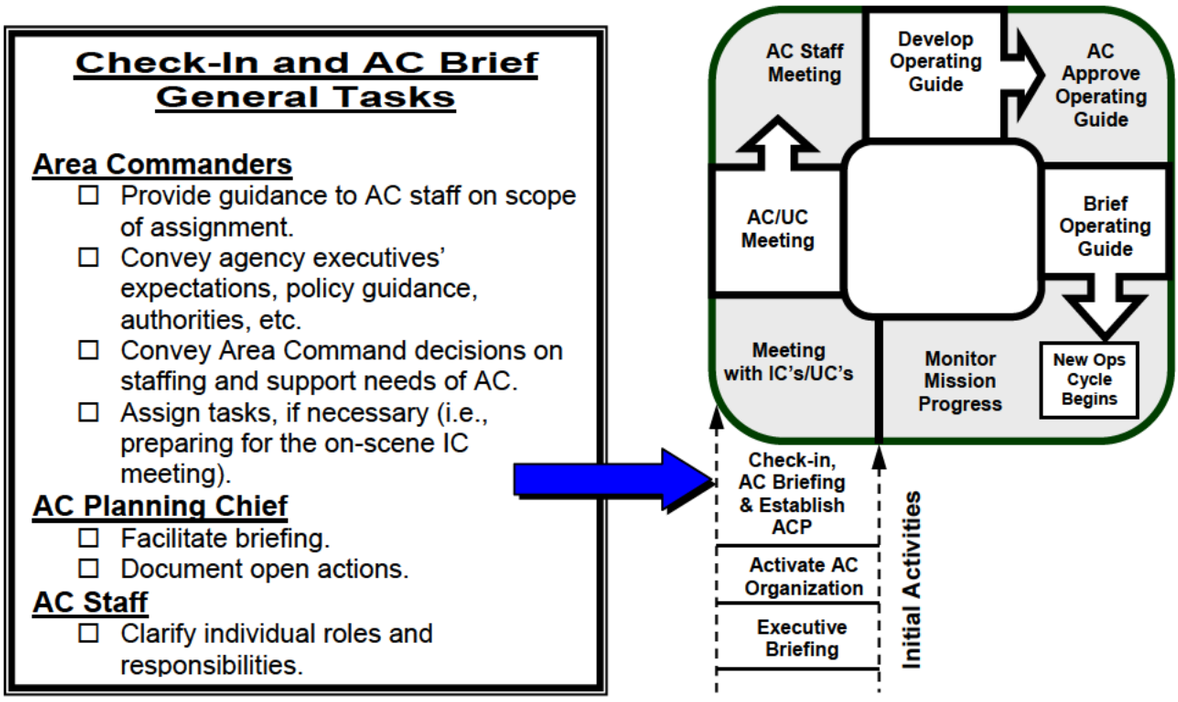
1. Facilitator brings meeting to order, covers ground rules and reviews agenda.
2. Validate makeup of newly formed UAC, based on Chapter 5 criteria.
3. Clarify UAC Roles and Responsibilities.
4. Review agency policies.
5. Establish and document response Priorities, Limitations and Constraints.
6. Define and document the UAC jurisdictional boundaries and focus (Area of Responsibility (AOR)).
7. Determine location of Area Command Post (ACP).
8. Determine AC period length/start time and work shift hours.
9. Designate lead organization for AC Planning Chief, Information, Safety, Intelligence and Liaison Officers as needed.
10. Designate other AC key staff assignments as needed.
11. Discuss and agree on managing sensitive information, resource ordering, cost sharing, cost accounting, and operational security issues.
12. Summarize and document key decisions, procedures and guidance.

CHECK-IN, AC STAFF BRIEFING & ESTABLISH ACP – Area Commanders will conduct initial briefing with AC personnel. Briefing will include expectations from Area Commanders and any limitations or issues the AC will be expected to address. Establishment of the ACP may also be addressed at this time.

When: At the time AC staff begins to arrive and ACP is being established

Facilitator: AC PC or Area Commander(s) with participation from Planning and Logistics Chiefs

Attendees: All AC personnel



AC STAFF MEETING AGENDA:

1. AC PC brings meeting to order, conducts roll call, covers ground rules and reviews agenda.
2. AC SITL conducts situation status briefing.
3. AC provides initial comments, expectations, initial assignments, and closing comments.

MEETING WITH ON-SCENE INCIDENT COMMANDERS/UNIFIED COMMANDS – Provides Area Commander(s) the opportunity to dialogue with on-scene IC's/UC's and receive on-scene IC's/UC's current situation, strategies and issues confronting them.

When: As soon as possible after AC becomes operational

Facilitator: AC PC

Attendees: Area Commanders, Planning, Logistics and Finance/Admin Chiefs, On-scene IC's/UC's and their Planning Section Chiefs

Meeting with IC/UCs General Tasks

Area Commanders

- ☐ Clarify AC roles and expectations.
- ☐ Provide policy and direction.
- ☐ Cover AC operating procedures.
- ☐ Provide ground rules or procedures for on-scene IC's/UC's to follow.
- ☐ Area Commanders and on-scene IC's/UC's reach agreement on division of responsibility (i.e., media relation stakeholder meetings, etc.).

AC Planning Chief

- ☐ Provide reporting requirements, formats and time frames.
- ☐ Collect incident IAP's and/or 201's.

AC Logistics Chief

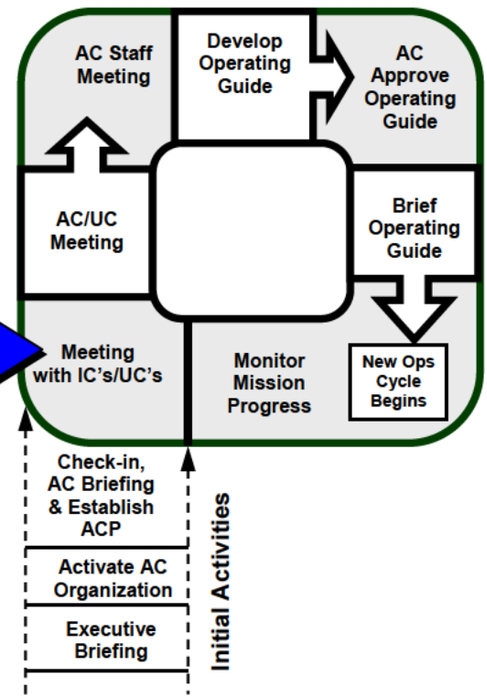
- ☐ Provide procedures for ordering specialized or critical resources.
- ☐ Explain process for sharing or re-assigning specialized and critical resources.
- ☐ Explain demobilization of specialized and critical resources.

AC Finance/Admin Chief

- ☐ Explain process for cost tracking.
- ☐ Explain notification procedures for responder illnesses, injuries or accidents.

On-scene Incident Commanders/UC's

- ☐ Provide overall situation report for their individual incident.
- ☐ Identify resources at risk.
- ☐ Specify current incident objectives.
- ☐ Provide response priorities.
- ☐ Provide long-term projections and existing and anticipated problems.
- ☐ Provide list of resource requirements and shortfalls.
- ☐ Identify probability of success if resource needs are met.
- ☐ Identify consequences if resource requirements are not met.
- ☐ Identify for Area Commanders, areas that AC can provide assistance to them

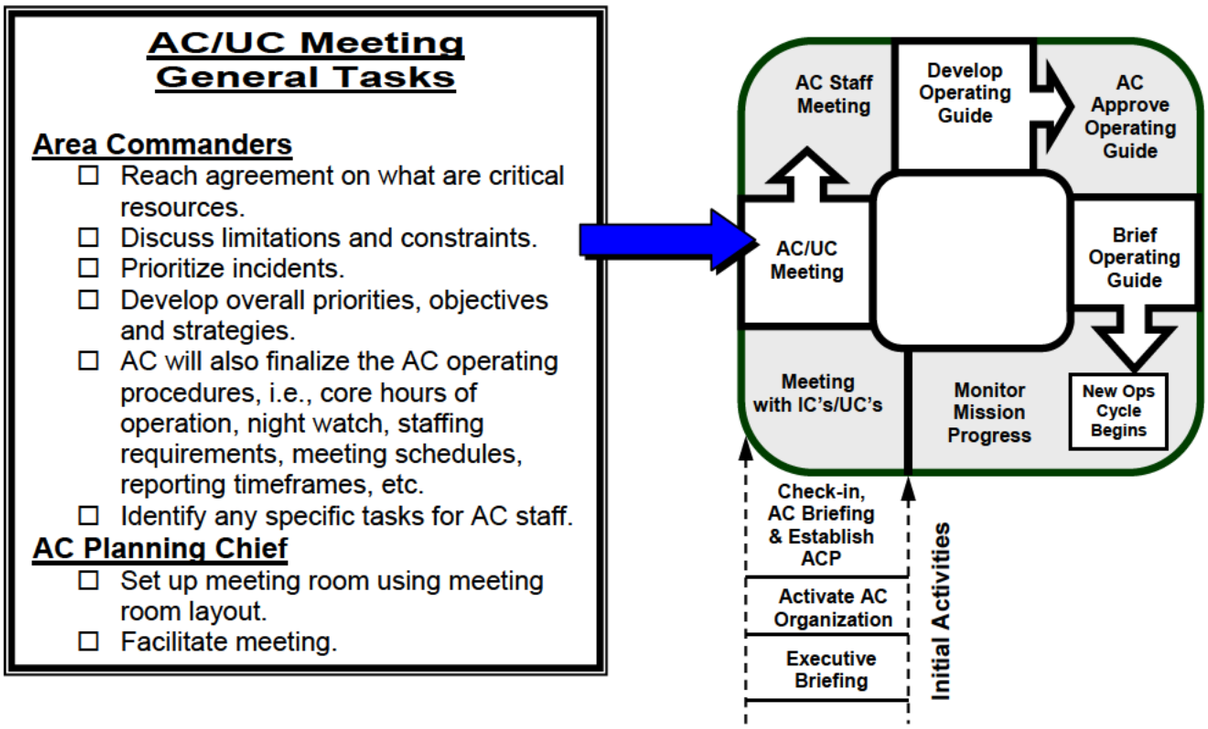


AC IC/UC MEETING AGENDA

1. AC PC brings meeting to order, conducts role call, And reviews agenda.
2. AC's provide opening remarks along with providing policy direction, Executives' expectations, AC interim operating procedures, expectations and ground rules.
3. AC PC provides guidance on information reporting to include timeframes, units of measure and formats along with critical information reporting.
4. AC LC provides guidance on ordering and sharing of specialized and critical resources, including demobilization of these resources.
5. AC FC provides guidance on cost accounting and reporting of injuries and accidents.
6. IC's/UC's report on their individual situation to include resources at risk, incident objectives, incident priorities, resource requirements and consequences if resource requirements are not met.
7. Resolve oustanding issues or concerns.
8. AC PC solicits final comments and adjourns the meeting.

AREA COMMANDERS MEETING – During this 1-hour meeting, the AC(s) will use the information derived from the IC meeting and develop overall strategies, objectives, priorities and identify any critical resource needs or issues AC will have to deal with. As needed, AC's will prioritize among incidents. AC(s) will also finalize the AC operating procedures.

When: As soon as possible after adjournment of IC/UC meeting
Facilitator: AC Planning Chief
Attendees: Area Commanders, AC Planning Chief, other staff upon AC request



AREA COMMANDERS MEETING AGENDA

1. AC PC brings meeting to order.
2. AC addresses any policies, limitations and constraints.
3. AC reaches agreement on criteria for identifying critical resources.
4. AC discusses and prioritizes incidents.
5. AC PC facilitates discussion and develops overall response priorities.
6. AC PC leads discussion on development of strategic objectives.
7. AC will also finalize the AC operating procedures, i.e., core hours of operation, night watch, staffing requirements, meeting schedules, reporting timeframes, etc.
8. AC identifies any specific tasks for AC staff.
9. AC addresses any critical issues derived from the IC/UC Meeting or Agency Executive Briefing.

AC STAFF MEETING/BRIEFING – During this 1-hour meeting, the AC(s) will present their decisions and management direction to the AC staff. This meeting should clarify and help to insure understanding among

the core AC staff as to decisions, objectives, priorities, procedures and functional assignments (tasks) that the AC has discussed and reached agreement.

When: Following AC meeting
Facilitator: AC Planning Chief
Attendees: Area Commanders and AC staff to include Unit Leaders and Technical Specialists, if needed

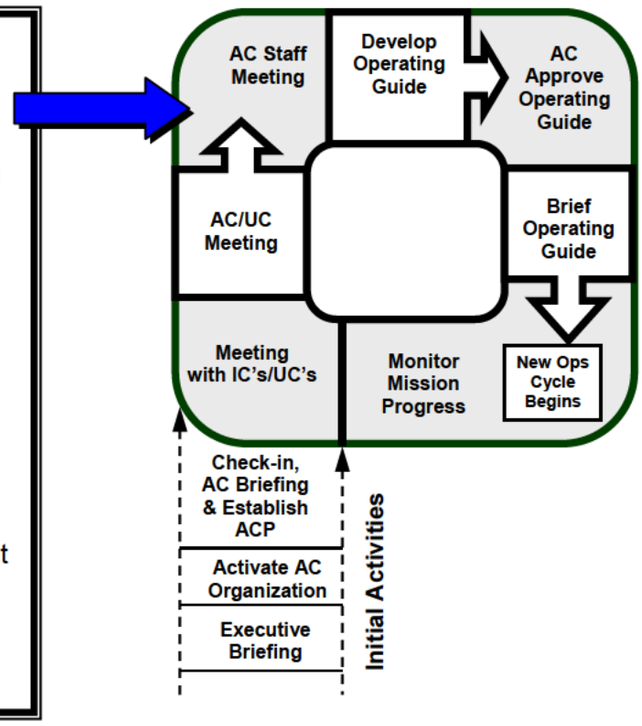
AC Staff Meeting General Tasks

Area Commanders
- ☐ Present AC decisions, directions, and priorities.
- ☐ Present AC operating procedures.
- ☐ Discuss overall response emphasis including any limitations and constraints.
- ☐ Present functional work assignments (tasks).

AC Planning Chief
- ☐ Set-up meeting/briefing area.
- ☐ Facilitates and documents meeting.

AC Situation Unit Leader
- ☐ Provide updates on the overall current situation and projections if available.

AC Staff
- ☐ Review and clarify functional work assignments (tasks).

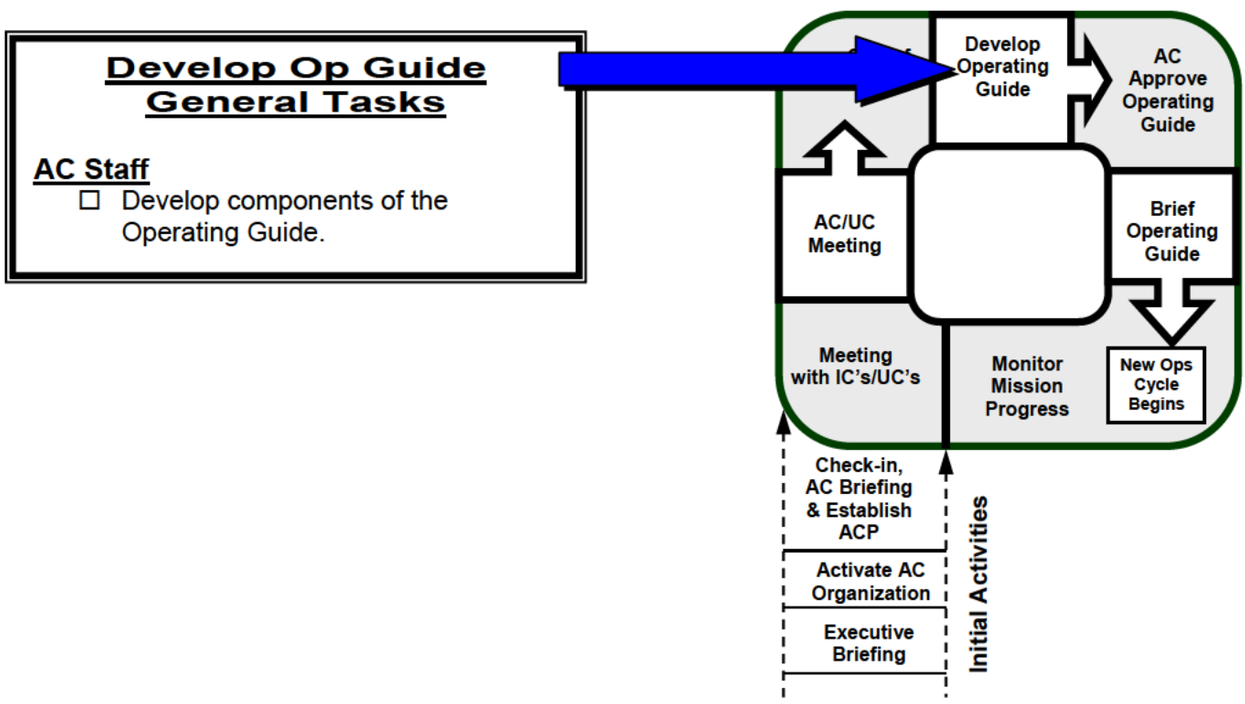


AC STAFF MEETING/BRIEFING AGENDA

1. AC PC brings meeting to order, conducts role call, covers ground rules and reviews agenda.
2. AC SITL conducts situation status briefing.
3. AC provides comments.
4. AC presents
   a. Decisions, directions, and priorities.
   b. Operating procedures.
   c. Overall response emphasis, including limitations and constraints.
   d. Functional work assignments (tasks) to staff members.
5. AC PC facilitates a short discussion on issues and concerns and adjourns meeting.

DEVELOP OPERATING GUIDE – During this block of time, AC staff develops components that are to be included in the Operating Guide. These components must meet the deadlines set by the PC so Planning can assemble the Operating Guide. Deadline must be early enough to permit timely AC review, approval and duplication.

When: Following AC staff meeting
Facilitator: Planning Chief facilitates process
Attendees: None. This is not a meeting but a period of time.



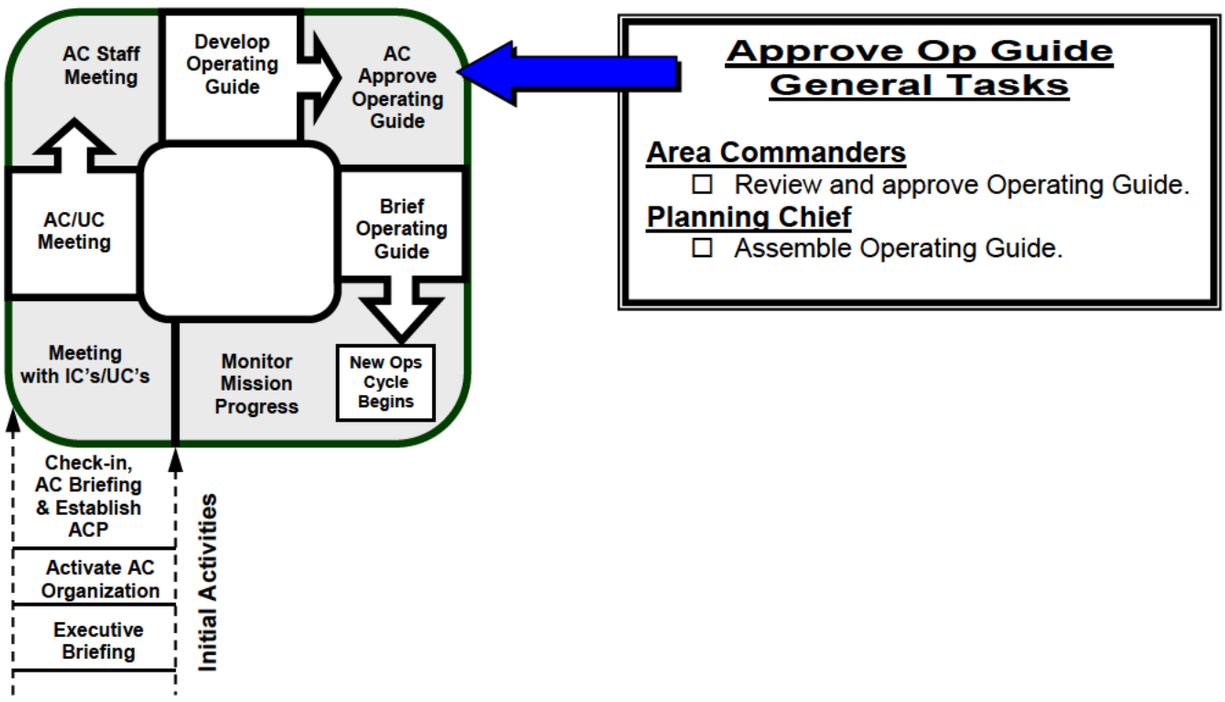
OP GUIDE COMPONENTS	PRIMARY RESPONSIBILITY
1. AC Priorities & Objectives (ICS AC202-CG)	AC CRESL
2. AC Organization List/Chart (ICS AC207-CG)	AC CRESL
3. Critical Resource Summary (ICS AC215-CG)	AC CRESL
4. AC Meeting & Briefing Schedule (ICS AC230-CG)	AC SITL
5. AC Communication Plan (ICS AC205-CG)	AC COML
6. Information Management Plan	AC PIO
7. Critical Information Reporting	AC SITL
8. AC Staffing Schedule	AC CRESL
9. AC Policies, Procedures & Decisions	AC PC

OPTIONAL COMPONENTS (Use as Pertinent)

1. Air Operations Summary (ICS 220-CG)	AC AVSP
2. AC Demobilization Plan	AC PC
3. AC Facility Safety Plan	AC SOFR
4. AC Security Plan	AC SCSP
5. Other AC Plans or documents as required	AC Staff

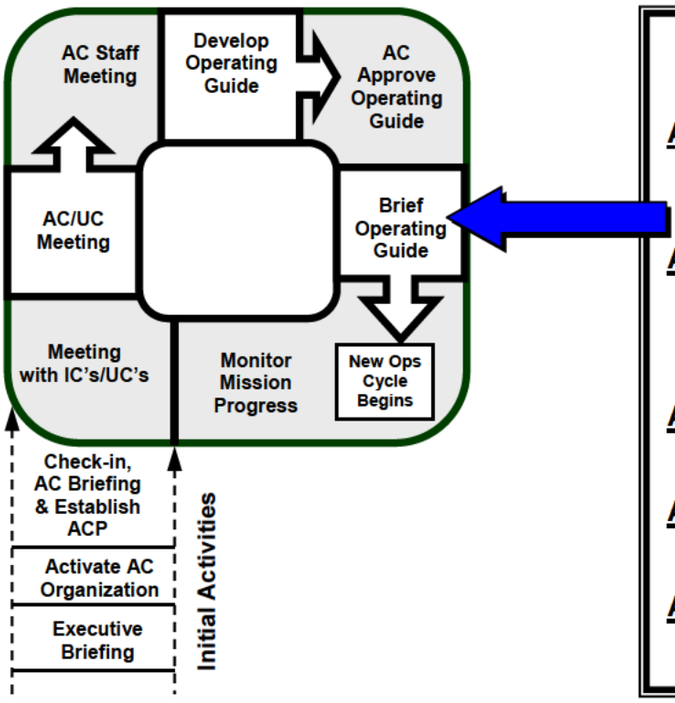
AC APPROVE OPERATING GUIDE – During this block of time, AC PC assembles Operating Guide, reviews content, makes adjustments if necessary, and provides to AC for review and approval. Following approval duplicates required copies for distribution.

When: Following Operating Guide Development
Facilitator: PC and AC facilitates process
Attendees: None. This is a block of time



BRIEF OPERATING GUIDE – This 30-minute or less briefing presents the Operating Guide to the AC staff and on-scene IC's/UC's. Briefing to on-scene IC's/UC's may be accomplished by video conferencing or some other medium. Copies are either faxed or sent electronically to on-scene IC's/UC's and Agency Executives.

When: At or as close as possible to AC shift change
Facilitator: AC Planning Chief
Attendees: All AC staff and if possible On-scene IC's/UC's, and Agency Executives



Brief Op Guide General Tasks

Area Commanders
- ☐ Provide leadership presence and motivational remarks.
- ☐ Provide guidance/clarification.

AC Planning Chief
- ☐ Set up briefing area
- ☐ Prepares briefing materials
- ☐ Facilitates Briefing
- ☐ Provide status on critical resources

AC Situation Unit Leader
- ☐ Provides Situation Briefing
- ☐ Review status of open actions/tasks

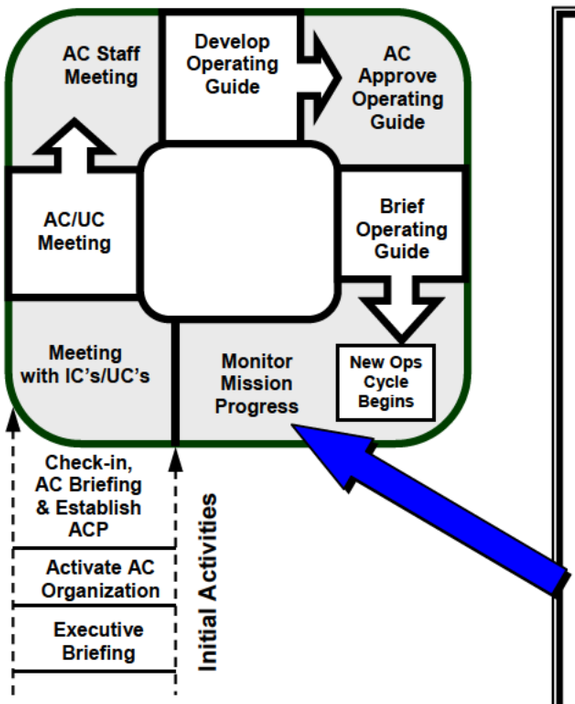
AC Logistics Chief
- ☐ Address logistical support/service issues

AC Finance/Admin Chief
- ☐ Address finance/admin issues

OPERATING GUIDE BRIEFING AGENDA

1. AC PC opens meeting, conducts role call and reviews agenda.
2. AC SITL conducts situation status briefing and provides projections as needed.
3. AC provides opening remarks.
4. AC PC presents Operating Guide.
5. AC LC presents status of specialized and critical resources.
6. AC FC presents status of cost tracking and other cost accounting issues.
7. AC PC conducts round robin to clarify and resolve open issues with participants.
8. AC PC adjourns briefing.

MONITOR MISSION PROGRESS – Assessment is an on-going continuous process to help determine needed adjustments to the operating guide and assist in planning future support to the on-scene operations. Following the AC Operating Guide briefing, and shift change, all AC staff will review mission progress and make recommendations to the AC(s). This feedback/information is continuously gathered from various sources.



General Tasks

Area Commanders

- ☐ Keeps superiors informed of progress and issues.
- ☐ Evaluates overall AC effectiveness.
- ☐ Resolves problems as they occur.
- ☐ Follows up on staff work assignments / open actions.
- ☐ Communicates with IC's/UC's and assists as needed.
- ☐ Attends planned meetings and briefings.
- ☐ Evaluates staff effectiveness and orders additional resources as needed.
- ☐ Provides leadership presence and motivational remarks.
- ☐ Provides guidance/clarification.

AC Planning Chief

- ☐ Evaluates Planning Section effectiveness.
- ☐ Evaluates staffing requirements for next operational period.
- ☐ Prepares briefing materials.
- ☐ Conducts a Planning Section meeting.
- ☐ Ensures that document control system is functioning properly.
- ☐ Provides status on critical resources.

AC Logistics Chief

- ☐ Addresses ongoing logistical support/service issues.
- ☐ Ensure appropriate communications is in place.
- ☐ Evaluate space requirements and make adjustments as needed.
- ☐ Monitor Command Post security.
- ☐ Source critical and specialized resources.
- ☐ Evaluate logistics staffing needs and order as needed.

AC Finance/Admin Chief

- ☐ Continue to address finance/admin issues.
- ☐ Investigate any unusual claims and briefs Command.
- ☐ Develop cost sharing agreements as needed.
- ☐ Monitor AC procurement procedures.
- ☐ Briefing Command on any unusual high cost items being requested.

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CHAPTER 14

JOINT FIELD OFFICE AND INCIDENTS OF NATIONAL SIGNIFICANCE

References:

(a) National Response Plan (NRP)
(b) National Incident Management System (NIMS)
(c) Joint Field Office Standard Operating Guide (SOP)
(d) Alignment with the National Incident Management System and National Response Plan, COMDTINST 16000.27 (series)

NOTE: This chapter provides a very brief overview of the National Response Plan (NRP), Incidents of National Significance (INS), and activation of the Joint Field Office (JFO). For more information and more detailed guidance, please see references (a) through (d).

INTRODUCTION

For a potential or actual Incident of National Significance (INS), DHS may establish a Joint Field Office (JFO). The purpose of a JFO is to provide support to local Incident Command structures and coordinate efforts to address broader regional impacts of the incident. As part of the Multi-agency Coordination System (MACS), the JFO does not supplant the on-scene Incident Command(s)/Area Command(s), but supports and provides broader coordination of incident-related activities. Execution of tactical operations and coordination remains the responsibility of the IC(s)/AC(s).

Activation of a Joint Field Office

When DHS determines that a JFO is necessary, DHS will identify agencies with primary responsibility for incident management to serve a part of the JFO Coordination Group. The JFO Coordination Group will coordinate (usually by teleconference) to define situationally appropriate requirements for a JFO. DHS tasks Emergency Support Function (ESF) #5 (led by FEMA) to stand up a JFO and provide core staffing. Other agencies provide additional staffing of the JFO based on the nature of the incident, typically through the activation of various ESF's. The Principal Federal Official (PFO), PFO Support Staff, and other Senior Federal Officials (SFO's) may operate from an Interim Operating Facility (IOF) until a fully functional JFO is established.

Responsibilities of the JFO Coordination Group

The JFO Coordination Group is comprised of the PFO, who serves as the Secretary of Homeland Security's local representative and agencies with primary responsibility for incident management, such as FEMA's Federal Coordinating Officer (FCO). For incidents that fall largely in Coast Guard jurisdiction, the Coast Guard will participate in the JFO Coordination Group as a SFO. The JFO Coordination Group is responsible for:

a. Overall coordination of Federal incident management and assistance activities across the spectrum of prevention, preparedness, response, and recovery.
b. Ensuring the seamless integration of Federal activities in support of and in coordination with State, local, and tribal organizations.
c. Providing needed resources as requested by the Incident Command and/or relevant EOC's.
d. Providing strategic guidance to Federal entities.

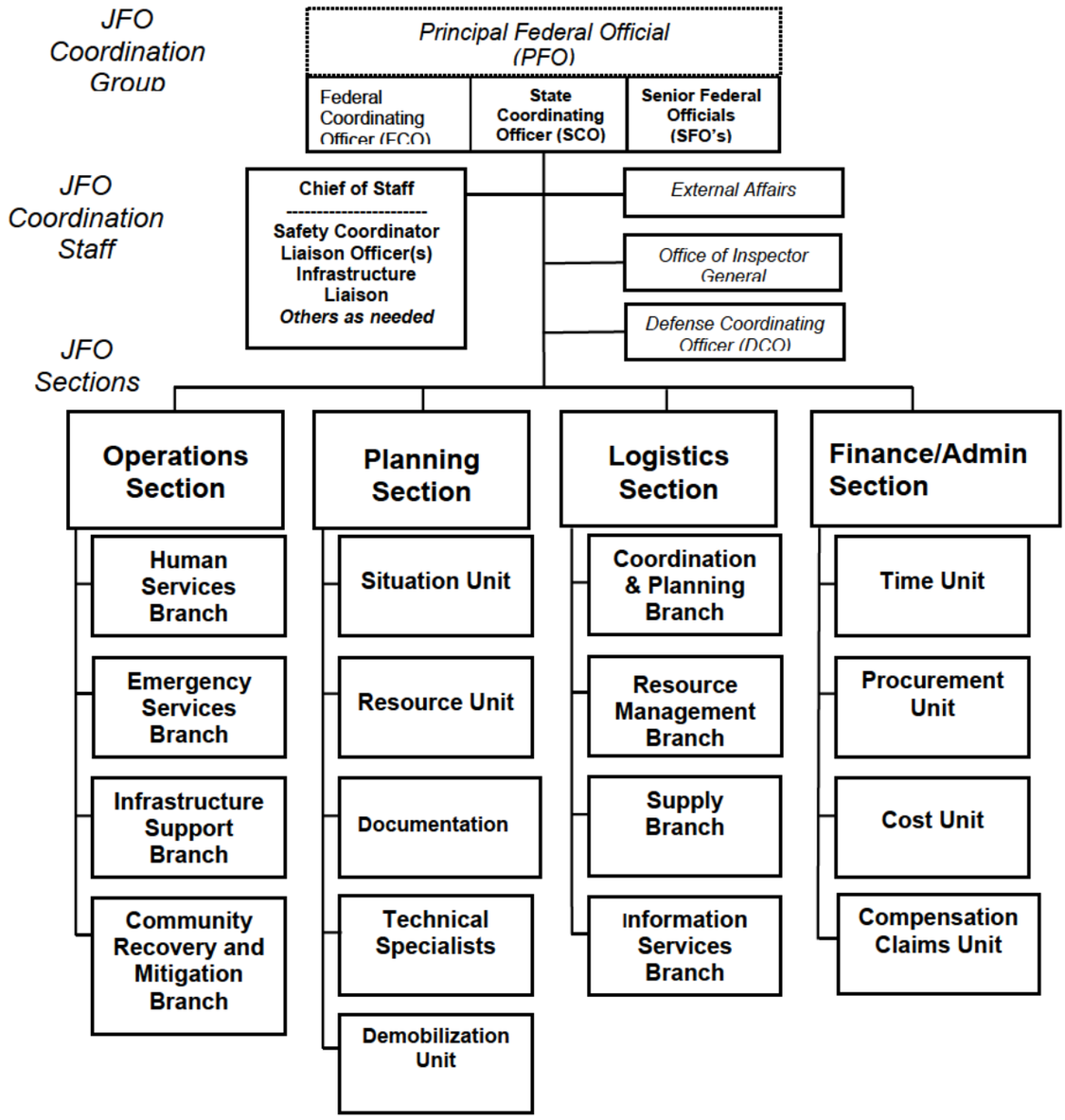
e. Facilitating interagency conflict resolution as necessary.
f. Serving as a primary, although not exclusive, point of contact for Federal interface with State, local, and tribal senior elected/appointed officials, the media, and the private sector.
g. Providing real-time incident information to the Secretary of Homeland Security through the HSOC and the IIMG.
h. Coordinating response resource needs between multiple incidents as necessary.
i. Coordinating the overall Federal public communications strategy locally to ensure consistency of Federal interagency communications to the public.
j. Ensuring that adequate connectivity is maintained between the Incident Command structures; JFO; HSOC; local, county, State, and regional EOC's; nongovernmental EOC's; and relevant elements of the private sector.

Organization of the Joint Field Office

Although the JFO is not an Incident Command structure, it uses an Incident Management Team (IMT) organization to facilitate the integration of multi-agency staffing, provide a robust structure and process for coordinating its activities, and provide a planning cycle for the development of a Coordination Plan. The JFO organization adapts to the magnitude, complexity and nature of the incident. The following diagram is an example JFO organization for natural disasters. For terrorist incidents, the FBI's Joint Operations Center (JOC) is incorporated as a branch within the Operations Section. Likewise, for National Special Security Events (NSSE's), the US Secret Service Multi-agency Command Center (MACC) is also incorporated as a

branch within Operations. See chapter 23 for more info about NSSE's.

Example JFO Organization for Natural Disasters



Note: Depending on the magnitude of the disaster, a PFO may not always be designated, in which case the FCO will provide the Federal lead.

The SCO represents the State, and in some instances, the JFO Coordination Group may include local and/or tribal representatives as well as NGO and private-sector representatives, as appropriate.

Coordination between the Incident Command and Joint Field Office

In a response where there is no federal presence in the Unified Command, the JFO primarily works with the involved State EOC's to provide federal assistance. In situations where there is a federal presence in the Unified Command (such as terrorist incidents and oil/hazmat releases), the JFO will coordinate directly with the Unified Command/Area Command. For an effective response, the JFO and the on-scene Incident Command must work together in a cooperative environment. Coordination will take place both at the senior level (i.e., between the Unified Command and JFO Coordination Group) and at the staff levels (e.g., between ICP Planning Section and the JFO Planning Section, Safety Officer and Safety Coordinator, etc.). Based on the incident objectives and Incident Action Plan established by the Unified Command, the JFO establishes broader objectives and creates a Coordination Plan. While developing the broader objectives and Coordination Plan, the JFO Coordination Group must also consider the national strategy and concerns of the Interagency Incident Management Group (IIMG). The Coordination Plan includes objectives established by the JFO Coordination Group, synopsis of agency and Incident Command actions, assigned coordination activities, information-sharing procedures, and a safety plan.

Facilitation Between the JFO and Unified Command

To facilitate cooperation, the on-scene Unified Command should provide to the JFO:

a. Incident Priorities.
b. Copy of Incident Action Plan (IAP) per operational period.
c. Progress updates with identified hindrances.
d. Critical needs/Critical resource shortfalls (and impact of not receiving required resources).
e. Political, social, economic, and environmental impacts.
f. Long term projections.
g. Contact directory.
h. Meeting schedules.

In turn, the JFO:

a. Provides requested resources.
b. Coordinates broader objectives with those established by the UC.
c. Addresses resource and policy issues raised by the UC.
d. Synchronizes planning cycle with UC planning cycle, as appropriate.
e. Distributes an overall contact directory.
f. Provides copy of the Coordination Plan.

CHAPTER 15

TERRORISM

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CHAPTER 15

TERRORISM

References:

(a) National Response Plan (NRP)
(b) National Incident Management System (NIMS)
(c) Coast Guard Hazmat Response Special Teams and Capabilities Contact Handbook
(d) U.S. Coast Guard Maritime Law Enforcement Manual (MLEM), COMDTINST 16247.1 (series)

INTRODUCTION

A nuclear, biological, or chemical Weapon of Mass Destruction (WMD) type terrorist incident is inherently a hazardous substance incident. As such it should be responded to under the National Response System (NRS). As applicable, consult Chapter 20 Hazardous Substance (Chemical, Biological, Radiological and Nuclear) and Chapter 22 (Multi-Casualty) of this Incident Management Handbook (IMH) regarding establishment and use of the Incident Command System when a terrorist incident precipitates a hazardous materials release and/or mass casualty.

The UC responding to an incident where terrorism is involved have to be acutely aware of the unique nature of the Federal Government's response mechanism for these types of incidents. All agencies must use the National Plan (NRP) structures and the National Incident Management System (NIMS) to coordinate all Federal assistance to State and local governments for response activities to Incidents of National Significance (INS). During a terrorism incident, the UC may work for the Federal Bureau of Investigation (FBI) and/or FEMA and will be guided by the NRP

If an incident occurs without warning that produces major consequences and appears to be caused by an act of terrorism, then FEMA and the FBI will initiate response actions concurrently. FBI will have the lead in this incident because of the possible terrorism link and all agencies will be guided by the NRP.

With the exception of the U.S. Coast Guard National Strike Force (NSF), upon notification of WMD/Terrorism incident, USCG policy is to stay clear of the contaminated area and to provide command, control and support only. NSF Strike Teams are the only units within the Coast Guard who are currently trained and have a mission to respond to chemical incidents for either Coast Guard or the U.S. Environmental Protection Agency (USEPA) Federal On-Scene Coordinators. For personnel responding to WMD/Terrorism events, certain guidelines should be followed:

- Hesitate – don't rush in and ask questions later! Take time to decide what to do.
- Evaluate the situation – size up the situation - think about what's happening and what you should do.
- Isolate – after evaluating where the hot zone is, don't let anyone other than a responder enter the hot zone, and don't let other responders enter the hot zone without proper equipment. Set up a barrier line, even if you have only simple yellow emergency tape.
- Evacuate – get people out of the hot zone without risking your own life. Don't go into the hot zone without proper equipment. Keep victims and others who might have been exposed from getting too far away – medical and police will want to talk to them.

- Decontaminate – but only if you can do it without endangering yourself. Use a fire hose if possible so you won't have to get close to the victims; in some cases a victim can self decontaminate.
- Cooperate – when other responders arrive, follow standard organizational principles. But above all cooperate; there'll be time later to argue who's boss; right now try to save lives.
- Communicate – let other emergency and medical authorities know what your situation is and what you're doing. But if you think there might be a flammable vapor around, don't use your radios (or any other electrical equipment) near the incident. Retreat to a vapor free area to use that radio.
- Investigate – actually, the first responder won't do any real criminal investigation, but you must remember this is a crime scene and responders and others shouldn't disturb crime scenes. Preserve the crime scene (for all terrorism is a crime as well as an act of war); observe, remember, and report to police.
- Be aware of possible secondary devices, including explosive, radiological, chemical and biological. Be cognizant of surroundings, especially of containers, or packages that appear misplaced. A tactic terrorist's use involves setting off a device designed to draw in first responders and then setting off a secondary device to maximize casualties.
- Ask qualified authorities, typically the FBI, if the area has been cleared of secondary devices.
- Again, be aware that in a WMD incident terrorists generally have a singular purpose and that is to cause fear, death and destruction. A defensive stance should always be maintained for a WMD incident.

TERRORISM INCIDENT SPECIFIC NIMS ICS POSITIONS AND TASK DESCRIPTIONS

Only those ICS positions and tasks specific and unique to Terrorist Incident missions will be described in this section. Persons assigned the common positions consistent with the NIMS organization should refer to position job aids and Chapters 5 through 11 of this Manual for their position/task descriptions and checklists.

INCIDENT COMMANDER - Tasks specific to a Terrorist Incident are to:

a. Review Incident Commander responsibilities in Chapter 6.
b. Assesses the need for additional resources and assist in obtaining their assistance. Some of these resources are listed in the Terrorism Special Teams section of this chapter.
c. Ensure that the following have been established:
   - HAZMAT Group – which is responsible for deploying a reconnaissance team, produce sampling/identification, assisting with victim rescue, setting up decontamination for responders and developing a plan of action for containment and control of hazardous agents.
   - Medical Group – which is responsible for initiating victim rescue, patient decontamination, and emergency medical care for NBC victims.
   - Hospital Coordination – which establishes communication links with area hospitals, provides them with situation reports, and information on agent identification, and determines pharmacology needs.

- Medical Information & Research – which begins to research agent characteristics based upon victim signs and symptoms, victims' descriptions of agent, sample characteristics, and other information as it becomes available. Establishes communication with Poison Control Centers (ATSDR and CDC).
- Law Enforcement Group – which coordinates law enforcement agencies to establish incident security, establishes evidence collection and control, and obtains intelligence information.

d. Work to identify and address strategic and tactical issues.
e. Work with city and county mental health resources to assure that Critical Incident Stress Management services are provided to victims, their families, first responders, and the general public.
f. Coordinate with the County Medical Examiner/Coroner to establish appropriate forensic and mortuary services for deceased victims.
g. Assist the Safety Officer in establishing a site safety plan; implementing an accountability system; and establishing hot, warm, and cold zones if not already established.

PUBLIC INFORMATION OFFICER - Tasks specific to a terrorist incident are:

a. Review Public Information Officer Responsibilities in Chapter 6.
b. Establish safe media conference areas distant from the Incident Command Post.
c. During the Event:
    1. Determine what information is appropriate to

release to avoid panic.

2. Promote optimum community response.
3. Develop information releases that support response activities:
   - Medical treatment sites that the victims can report to.
   - Transportation avenues and other areas that are closed off.
   - Immediate first aid measures that can be taken.
   - Location of shelter facilities where evacuated personnel have been moved to.

d. After the Event:
   1. Release non-sensitive information.
   2. Provide basic information regarding the event:
      - Where, what, why, how.
      - Units responding.
      - Number of casualties.
   3. Examples of types of information that should not be released:
      - Names of fatalities.
      - Specific type/name of agent involved (until after incident is terminated).
      - Dispersal method(s) used.
      - Specific law enforcement activities.
      - Condition of victims.

EVENT SITE BRANCH DIRECTOR - Tasks specific to terrorist incidents are:

a. Review Branch Director Responsibilities in Chapter 7.
b. Coordinate for site control around the vicinity where the event occurred.
c. Determine hazards presented by the event (monitoring/detection).

d. Establish a safe refuge and a casualty collection area.
e. Establish emergency decontamination capability.
f. Coordinate with Medical Unit for medical treatment and transport capability, including requesting county transit buses.
g. Coordinate with Safety Officer for a site safety and control plan.
h. Determine containment and control procedures to be used.
i. Coordinate with other agencies (investigative/ evidence gathering).

COMMUNITY IMPACT BRANCH DIRECTOR - Tasks specific to terrorist incidents are:

a. Review Branch Director Responsibilities in Chapter 7.
b. Coordinate for perimeter security and traffic control.
c. Determine hazards presented to the community through detection/monitoring.
d. Determine best protective actions to use:
   - Rescue
   - Shelter-in-place (SIP)
   - Evacuation
   - Establish shelters
e. Establish emergency decontamination capability for off site personnel and public.
f. Establish a medical treatment and transport capability for off-site personnel and the public.
g. Coordinate with Safety Officer for site safety and control plan.
h. Coordinate with Information Officer to develop emergency broadcast messages to alert and update the community.
i. Determine re-entry procedures to be used

j. Coordination with other agencies and notify the County Health Officer.

HAZARDOUS SUBSTANCE/MATERIALS GROUP - Tasks specific to terrorist incidents are:

a. Review the Division/Group Supervisor Responsibilities in Chapter 7.
b. Review the Chemical tasks in Chapter 19 of this document.
c. Ensure the implementation of defensive mitigation practices when indicated.
d. Ensure that information regarding the agent(s) and patient symptoms is passed to the Medical Group.
e. Ensure patients are properly decontaminated.

MEDICAL GROUP - Tasks specific to terrorist incidents are:

a. Review Common Responsibilities in Chapter 2.
b. Direct medical care delivery to response personnel and incident victims.

HOSPITAL COORDINATION UNIT - The Medical Group usually performs these responsibilities and duties, but this unique unit is established to assist at terrorist incident responses. Their tasks are:

a. Review Unit Leader Responsibilities in Chapter 2.
b. Serve as liaison for local medical facilities receiving patients.
c. Ensure vital incident management information is communicated to each receiving hospital.
d. Provide the medical communities with the needed patient care information for the agent(s) involved, in cooperation with the Technical Specialist-Medical Information & Research.
e. Implement a system of patient tracking in concert with the on-scene EMS personnel and facilities

receiving patients.

f. When requested, serve as clinical consultants to the medical staff at each medical facility-receiving patients by providing advice on patient care, personnel safety, or facility protection, in cooperation with the Technical Specialist-Medical Information & Research.

TECHNICAL SPECIALIST-MEDICAL INFORMATION & RESEARCH - The Medical Group performs these responsibilities in collaboration with National Response Center (NRC), an emergency communication infrastructure designed to assist Federal responses to incidents.

a. Identify needed research materials that will assure optimum access to the most current, complete, and accurate information available on nuclear, biological, or chemical (NBC) agents.
b. Perform the research needed to identify the agent(s) involved, physical characteristics, appropriate PPE, and information about possible signs and symptoms to be observed, treatments to be initiated, antidotes to be utilized, and possible long-term effects. This activity will be completed by assimilating information from several sources including:
    - Technical Specialist-Reference & Resources in the Hazardous Substance Group.
    - Regional Poison Control Center.
    - CHEMTREC.
    - Various special teams listed on page 15-14.
c. Communicate vital mitigation and clinical management information to the Medical Group including:
    - Needed patient care information for the agent(s) involved.

- Antidote needs of each facility and assist them in obtaining the needed items from the regional cache, government agencies, or vendors. Serve as clinical consultants to the medical staff at each facility receiving patients, by providing advice on patient care, personnel safety, or facility protection.

LAW ENFORCEMENT GROUP - Tasks specific to terrorist incidents are:

a. Review Division/Group Supervisor Responsibilities in Chapter 7.
b. Review Law Enforcement Group Tasks in Chapter 17 of this Manual.
c. Review Appendix J of reference (d).
d. Obtain pertinent law enforcement information in order to coordinate the operational response from the following:
    - FBI field office.
    - Local law enforcement agencies.
    - State law enforcement/traffic agencies.
    - Local fire and rescue agencies, including HAZMAT teams.
    - Local Emergency Operations Centers.
    - Pertinent NBC information discussed at intelligence sharing forums.
    - Current national and international events involving terrorist group activities.
    - Intelligence from all sources.
e. Advise the IC of law enforcement related issues and latest intelligence information.
f. Be familiar with local law enforcement resources available (Bomb Squads, etc.).
g. Assist in obtaining needed resources from law enforcement operations.
h. Assure incident security issues are identified and

addressed.

i. Verify the incident. Determine if a terrorist act has occurred.
j. Respond to the scene with sufficient personnel to address the incident.
k. Initiate appropriate callback of additional personnel as needed.
l. Establish inner and outer perimeters, based on the nature of the incident.
m. Provide security for the Command Post.
n. Verify the identification of the responding personnel.
o. Coordinate incident site evacuation.
p. Coordinate evacuation of surrounding areas as needed.
q. Coordinate traffic flow, especially ingress and egress of emergency/rescue
r. Provide evidence identification, collection and control, including:
    - Establish control and protection of the crime scene.
    - Coordinate the collection/preservation of evidence with the FBI.
    - Mapping/photographing of all evidence locations.
    - Collection of non-contaminated evidence.
    - Coordination of collection, chain of custody, and safe storage of contaminated evidence with the Hazardous Substance/HAZMAT Group.
    - Provide secure, safe storage for collected evidence.
s. Affect the arrest and transportation of the perpetrators when possible.

MEDICAL TECHNICAL SPECIALIST (Planning Section) - The Medical Group usually performs these responsibilities and duties, but this unique position is established to assist at terrorist incident responses in the planning section. This position (preferably filled by a physician) is responsible for:

a. Review Common Responsibilities in Chapter 2.
b. Review Medical Group tasks in Chapter 19 of this manual.
c. Serve as medical advisor to the Incident Commander and Operations Section Chief.
d. Develop and implement the medical action plan in conjunction with the Medical and Hazardous Substance/HAZMAT Groups.
e. Assure effective liaison with local EMS agencies and medical facilities.
f. Perform additional tasks and duties as assigned during an incident.

MENTAL HEALTH COORDINATION - First responders will receive Critical Incident Stress Management services through departmental resources. Victims, their families, and the general community will receive Critical Incident Stress Management services through established sources, including the Airport Chaplains, American Red Cross Disaster Mental Health Services and County Mental Health Services.

CORONER COORDINATION - The City/County Medical Examiner/Coroner staff, according to the Mass Casualty Incident Plan, will process deceased victims once the FBI has released the scene. The City/County Examiner/Coroner will assist the law enforcement branch with collecting evidence from deceased victims upon request. Federal mortuary resources are also available, if requested.

TERRORISM INCIDENT TECHNICAL TEAMS

Resources for a WMD/Terrorism incident response are similar to that of a chemical incident response. The NIMS ICS should be followed and the State and local responders who normally respond to a chemical incident will also respond to a WMD incident. However, the FBI should be notified during a WMD event, and due to the extreme nature of a WMD incident, DOD resources may also be needed.

The FBI is the lead agency for a WMD incident. If upon arriving on scene and USCG personnel suspect the incident to be WMD related, the FBI and NRC should be contacted through proper channels. FEMA is also a lead agency under the NRP to support the incident response.

There are several Special Teams that have response capabilities for WMD/Terrorism incidents and are listed in more detail in reference (c), Coast Guard Hazmat Response Special Teams and Capabilities Contact Handbook which can be found at the following website: http://homeport.uscg.mil/ and are listed here:

- Agency for Toxic Substances and Disease Registry (ATSDR) Emergency Response Teams
- U.S. Marine Corps Chemical Biological Incident Response Force (CBIRF)
- Department of Energy Nuclear Emergency Support Team (DOE NEST)
- USEPA Environmental Response Team (EPA ERT)
- USEPA Office of Enforcement, Compliance, and Assurance (OECA), National Counter-terrorism Evidence Response Team (NCERT)

- USEPA Radiological Emergency Response Team (EPA RERT)
- Federal Bureau of Investigation, Laboratory Division, Hazardous Materials Response Unit (FBI HMRU)
- National Oceanic and Atmospheric Administration Office of Response and Restoration (NOAA OR&R) Hazardous Materials Response Division (HAZMAT)
- USCG National Pollution Funds Center (USCG NPFC)
- USCG National Strike Force (USCG NSF)
- Occupational Safety and Health Administration Health Response Team (OSHA HRT)
- United States Navy (USN) Supervisor of Salvage and Diving (SUPSALV)
- United States Army Corps of Engineers Rapid Response Program (USACE RR)
- Department of Defense (DOD) Joint Director of Military Support (JDOMS)
- Department of Homeland Security (DHS), Federal Emergency Management Agency, Metropolitan Medical Response System (MMRS)
- USEPA Diving Program
- USEPA Emergency Communications and Outreach Team (ECOT)
- USEPA Emergency Response Peer Support and Critical Incident Stress Management (Peer Support/CISM) Team
- USEPA Ocean Survey Vessel, Peter W. Anderson
- United States National Guard Civil Support Teams (USNG CST)

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CHAPTER 16

Maritime Security/Antiterrorism

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CHAPTER 16

MARITIME SECURITY/ANTITERRORISM

References:

(a) Maritime Security/Antiterrorism Job Aid
(b) National Response Plan (NRP)
(c) National Strategy for Maritime Security (NSMS)
(d) National Maritime Transportation Security Plan (NMTSP)
(e) Maritime Transportation Security Act of 2002 (MTSA)
(f) Coast Guard Strategic Plan for Combating Terrorism – Maritime Sentinel
(g) National Response Options Matrix (NROM)
(h) 33 CFR Subchapter H – Maritime Security
(i) Navigation and Vessel Inspection Circular (NVIC) 9-02
(j) Public Law (PL) 106-390/42 U.S.C. 5121, et seq. The Robert T. Stafford Disaster Assistance and Emergency Relief Act
(k) Reimbursement from the Federal Emergency Management Agency (FEMA), COMDTINST 7300.8 (series)
(l) Maritime Infrastructure Recovery Plan (MIRP)
(m) Critical Incident Communications, COMDTINST 3100.8 (series)

INTRODUCTION

Maritime Security. Maritime security, as used in this Chapter, refers to Area Maritime Security (AMS) antiterrorism measures (i.e., prevention and defensive-oriented protection) that are used to reduce the vulnerability of the Marine Transportation System (MTS), individuals and property to terrorist acts, to include limited response and containment by local

forces. Maritime security/antiterrorism also includes immediate measures for initial MTS support response and thereafter to facilitate recovery required to reestablish MTS functions, and cargo flow in particular. Maritime security antiterrorism activities for the MTS and its components are continuously conducted from pre-incident through incident response and through immediate recovery actions to completion of recovery operations in order to deter or prevent multiple incidents, to protect critical maritime infrastructure, and to support MTS recovery. Law enforcement (LE) and counterterrorism aspects of maritime security are addressed in Chapters 15 and 17. Where LE or counterterrorism response is required during incident management, AMS antiterrorism measures are a supporting activity.

Please see the Maritime Security/Antiterrorism Job Aid, reference (a), for more information.

Continuing Antiterrorism Requirement During Incident Management. Antiterrorism security requirements are a continuing responsibility during incident management in support of references (b) through (f), and must be effectively represented, coordinated, and conducted regardless of the initiating hazard or cause of an incident. An incident that occurs which is or threatens to become a Transportation Security Incident (TSI) triggers prearranged enhanced antiterrorism security measures within the affected area to protect the MTS, with emphasis on critical maritime infrastructure. Such an event would likely also result in the Commandant, U.S. Coast Guard, implementing additional security measures, as well as changes in maritime security (MARSEC) and force protection levels within the MTS but outside of the area that is immediately impacted by the incident. This action would

be guided by reference (g) and the known elements of the incident.

An incident that begins as other than a security event may nevertheless require enhanced antiterrorism security measures to protect the MTS. These measures are in addition to force protection measures. During incident management, enhanced local antiterrorism security measures may also be mandated from the national level in response to another incident in another location or through proactive changes in MARSEC levels. The maritime security component of antiterrorism, as discussed below, must be incorporated into the operations and planning sections of the incident command structure.

Maritime Security Activities. A maritime security framework with antiterrorism measures that respond to mandated requirements and a risk-based management strategy has been established for each port area within that area's Maritime Transportation Security Act (MTSA)-mandated Area Maritime Security Plan (AMSP) per references (e), (h) and (i).

Maritime Security (MARSEC) Levels. Maritime security emphasis is governed by MARSEC levels that are set by the Commandant, U.S. Coast Guard, in coordination with the Department of Homeland Security. The Commandant sets the MARSEC level consistent with the Homeland Security Advisory System (HSAS) and that Threat Condition's scope of application. The Commandant retains the discretion to adust the MARSEC level when necessary to address particular security concerns or circumstances related to the marine transportation system. The lowest MARSEC level, MARSEC 1, is generally comparable with the level of risk associated with HSAS Threat Levels LOW

through ELEVATED (GREEN/BLUE/YELLOW) , thereby accommodating the continually higher baseline level of risk associated with marine operations. This correlation reflects the continually higher baseline level of risk associated with marine operations. The Coast Guard Sector Commander, serving as Coast Guard Captain of the Port (COTP), has been delegated authority to unilaterally increase the local MARSEC level under exceptional circumstances according to criteria contained in reference (k).

AREA MARITIME SECURITY

Area Maritime Security (AMS). AMS under MTSA, reference (e), and implementing regulations, reference (h), and covers the full preparedness continuum of prevention, protection, response, and recovery and develops details, measures, procedures and strategies for preventing and responding to a TSI, and facilitating recovery of the MTS after a TSI. AMS activities are coordinated locally by the Coast Guard Captain of the Port (COTP) as the Federal Maritime Security Coordinator (FMSC). Actual operations and responses are conducted under applicable organization, community-based and incident-specific operating, contingency and response plans, as available.

AMS During Incident Management. AMS provides an existing local maritime security foundation, including coordination and communications arrangements with the port community for initiating incident management by a unified command for a large-scale local transportation emergency, Transportation Security Incident (TSI), or Incident of National Significance. An incident in any of these categories could originate from or involve one or a combination of hazards including terrorism, natural disaster, civil disturbance, or

oil/hazardous material spill. Consequently, it is essential to correlate and coordinate the continuing and enhanced AMS activities across ICS groups (e.g., Maritime Security, Law Enforcement (LE), Oil and Hazardous Materials, Search and Rescue (SAR), and MTS Response and Recovery) and maritime-related support of Emergency Support Functions (ESF).

AMS activities at MARSEC 1 provide a framework and pre-established coordination and communications arrangements for providing prevention and protection of maritime resources during an incident, initiating incident management for local marine transportation security emergencies, and supporting prevention and protection for effects of other emergencies. Facility and vessel-specific security plans also provide critical information to support response to an incident involving one or more of these assets. Maritime security and marine safety activities also provide some of the core and supporting resources in varying degrees of capability for responding to any category of hazard affecting the MTS, and within the immediate area around ports and waterways. Immediate MTS recovery activities within the impacted area also provide essential elements of information (EEI) needed by the Coast Guard, Customs and Border Patrol (CBP), Transportation Security Administration (TSA), and Department of Transportation (DOT) to facilitate recovery and restoration of cargo flow outside of the impacted areas per reference (l).

Area Maritime Security Committee (AMSC). Preparedness is co-developed with port stakeholders. Preparedness activities include formation and coordination of Area Maritime Security Committees selected per criteria in reference (i); identification of critical port infrastructure and operations; identification of risks (threats, vulnerabilities, and consequences)

through risk-based assessments; determination of mitigation strategies and implementation methods; development and description of the process by which to continually evaluate overall port security; preparation of AMS plans including details of additional security measures for increases in MARSEC levels, incident unified command, response and recovery structure, responsibilities and capabilities, procedures for security response and for facilitating MTS recovery. The AMSC provides planning and coordination support; it is not considered a response entity for the purposes of crisis management..

Area Maritime Security Plans (AMSP). Antiterrorism measures are enumerated in AMSPs, which are supported by facility-specific and vessel-specific security and response plans. These plans are designated as Sensitive Security Information (SSI) and are restricted from public access. The AMSPs are supporting plans to references (a), (c), (e), (h) and (j). Plan content is specified by reference (i). An AMSP is not a first responder plan, but an awareness, preparedness and prevention plan as well as a supporting plan for response and MTS recovery. AMSP development considers possible roles, responsibilities, and resources very broadly and is generally limited to determining who will respond, what their roles will be, what resources they can provide, and procedures that they will use. The AMSP provides a framework for communication and coordination amongst port stakeholders and law enforcement and public officials to:

- Identify and reduce vulnerabilities to security threats in and near the MTS.
- Implement special procedures to ensure marine safety, and the safety and readiness of personnel, installations, and equipment,

- Coordinate implementation of prevention and protection procedures during response, and
- Facilitate and support coordinated MTS recovery and restoration activities.

AMS planning is supported or supplemented on a port-by-port, case-by-case basis by local plans and other materials (e.g. underwater port security plans, maritime counterterrorism plans, response and recovery job aids). AMSPs and Area Contingency Plans (ACP) for oil and hazardous materials typically involve many of the same stakeholders, and may be implemented concurrently based on the prevailing circumstances.

MTS Recovery This section addresses measures that are needed within the area impacted by a TSI to provide initial recovery and to provide the basis to facilitate long-term recovery and mitigation activities as characterized below:

- Initial Recovery – MTS infrastructure has been returned to service and is capable of operations at some level. Activities, policies or mitigation strategies aimed at recovery are considered to be achievable in 90 days or less.
- Long-term recovery – MTS infrastructure has been returned to pre-incident condition or has the capacity to operating at pre-incident levels. Activities, policies or mitigation strategies aimed at long-term recovery may take longer than 90 days. Generally parallels long-term recovery measures associated with Emergency Support Function (ESF) #14.

The Coast Guard is responsible for recovery of agency infrastructure and for MTS infrastructure that it directly administers (e.g. aids to navigation). Sector

Commanders, as Captains of the Port (COTP) and FMSC, are responsible for developing coordinated initial recovery activities in consultation with AMSCs for MTS infrastructure that is subject to references (d) and (g). MTS recovery should also be coordinated with mitigation measures covered by ACPs that are related to the MTS.

MARITIME SECURITY-ANTITERRORISM SPECIFIC NIMS ICS POSITIONS AND TASK DESCRIPTIONS

Only those ICS positions and tasks specific and unique to Maritime Security antiterrorism responsibilities will be described in this section. Persons assigned the common positions consistent with the NIMS organization should refer to position job aids and Chapters 5 through 11 of this Manual for their position/task descriptions and checklists.

Area Maritime Security includes immediate operational measures as well as planning for security and recovery operations. Area maritime security antiterrorism is addressed in the Operations Section. MTS security and recovery activities are planned in the Planning Section and conducted through the Operations Section.

INCIDENT COMMANDER - Tasks specific to an Incident are to:

a. Review Incident Commander (IC) responsibilities.
b. Review Maritime Security responsibilities as delineated in AMSPs.
c. Determine HSAS threat level and MARSEC level and required maritime security measures.
d. Determine if unilateral local-area increase in MARSEC level is necessitated by the incident.
e. Comply with critical incident communications requirements in reference (m)
f. Ensure that the following have been established:
    - Maritime Security Group in Operations Section – which coordinates implementation of MARSEC measures, coordinates maritime security activities with the law enforcement (LE), oil and hazardous materials, search and rescue (SAR), and MTS recovery groups.
g. Implement supporting plans as applicable.

h. Work to identify and address tactical and strategic issues.
i. Assist the Coast Guard component commander in coordinated maritime security and MTS response and recovery operations and activities consistent with the AMSP, site safety plan, law enforcement, oil and hazardous materials, and search and rescue operations.
j. Determine antiterrorism support required for military outloads in or through the affected area.

AREA MARITIME SECURITY GROUP - Tasks specific to security incidents are:

a. Review the Division/Group Supervisor Responsibilities in Chapter 7.
b. Coordinate implementation of MARSEC levels changes.
c. Monitor and report attainment of MARSEC measures and deficiencies, ensuring the implementation of MARSEC requirements.
d. Assist the Incident Commander in meeting critical incident communications requirements of reference (m).
e. Implement AMSP contingency arrangements and procedures.
f. Coordinate AMS oversight and support with AMSC.
g. Coordinate AMS support for LE, oil and hazardous materials, SAR and MTS recovery activities.
h. Coordinate implementation of supporting plans (e.g. underwater port security).
i. Arrange for, document and report MTS damage assessments.
j. Coordinate AMS support for MTS Recovery.
k. Coordinate AMS support for ESF activities.
l. Coordinate AMS support for military outload

operations in or through the affected area.

MTS RECOVERY UNIT - Tasks specific to recovery of the MTS are:

a. Review MTS Unit Leader responsibilities in Chapter 8.
b. Activate MTS recovery unit assist team (where available).
c. Be familiar with the AMSC and AMSP and associated recovery procedures and priorities.
d. Identify and implement supporting MTS recovery plans, where available.
e. Incorporate MTS security and recovery into ICS planning cycle.
f. Advise the IC and PSC of maritime security issues associated with MTS recovery and latest EEI from port community stakeholders in coordination with the Maritime Security, LE, oil and hazardous materials and SAR Groups.
g. As needed, assist IC, PSC and OSC in prioritization of critical infrastructure needed to be brought to operational status.
h. Determine and advise the IC and PSC of relevant pre-scripted FEMA mission assignments under the Stafford Act, reference (j), related to or required for MTS recovery.
i. Coordinate with IC, PSC, FEMA and pertinent ESFs for FEMA/Stafford Act mission assignments through the Joint Field Office (JFO) in support of MTS response to reestablish a basic capability for long-term recovery.
j. Assess and advise IC and PSC of unified command capability to perform any FEMA mission assignment requests received through the JFO.
k. Coordinate with the LE Group to determine the relationship of evidence protection requirements

to recovery operations.

l. Identify short and long term issues affecting or potentially affecting the MTS with supporting materials.
m. Identify supporting requirements.
n. Review and apply as applicable reference (k) recommendations for MTS Recovery.
o. For incidents impacting more than one Coast Guard Sector, provide information to support management of regional issues, including local area impacts that will be felt outside of the immediate response area, such as export delays.
p. Make recommendations to the IC and PSC on short term (impact felt within 90 days) recovery priorities and actions.

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CHAPTER 17

LAW ENFORCEMENT

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3. Law Enforcement Activity Scenario and Modular Organization Development 17-3

4. Law Enforcement Activity Specific ICS Positions and Task Descriptions 17-10

CHAPTER 17

LAW ENFORCEMENT

References:

(a) U.S. Coast Guard Maritime Law Enforcement Manual (MLEM), COMDTINST 16247.1 (series)
(b) Maritime Counter Drug and Alien Migrant Interdiction Operations Manual, COMDTINST M16247.4 (series)
(c) National Response Plan (NRP)
(d) National Incident Management System (NIMS)

INTRODUCTION

The organization for a major Law Enforcement Operation (Counter Drug or Alien Migrant Interdiction) is designed to show an organizational structure that could provide supervision and control for the essential functions required during such an operation.

It must be emphasized that this guide is not a substitute for law enforcement planning as outlined in the references (a) and (b). The Commandant and Area manuals, operation orders and policies that could include plans for such major multi-agency/multi-nation that would lead major Counter Drug or Alien Migrant Interdiction Operations should identify the organizations, resources, and command and control structure that would be utilized in the operation. Exercising these plans will develop and fine-tune national and agency roles in the IC/UC and ICS.

The normal law enforcement action for Coast Guard units will be single unit activities. Reference (b) identifies the structure for these normal single unit operations and dictates in detail how the operation is to

be carried out. Since NIMS ICS is the primary system used by most Federal, State, and Local government agencies, and is required by references (c) and (d) to be used in response to incidents, it is advantageous to use and understand the ICS process in a large multi-agency and multi-national operation where the incident brings numerous agencies together with overlapping jurisdictions, responsibilities, and capabilities. In these situations, Coast Guard Law Enforcement personnel may be expected to fill Command and General Staff positions, with other agencies in the role of IC an/or within an UC. In this IMH, the goal is to build upon the structure identified in reference (b), and demonstrate how the IC/UC and ICS organization may be used when a Law Enforcement Operation grows from a single unit operation to a Multi-Agency/Multi-National Operation.

For example, an alien migrant interdiction operation such as the Mariel Boat Lift can generate a huge multiple-agency response with a limited command and control structure. Because the Coast Guard is usually the first unit on-scene and because of its mission responsibilities and capabilities, it will be instrumental in building the final overall command and control team.

Although there are many types of law enforcement activities, a major multi-agency Alien Migrant Interdiction Operation was selected to demonstrate how the expanding modular ICS organization might be used to manage a Law Enforcement Operation. Commandant and Area instructions, manuals and operation orders include references, plans and policies that dictate overall U.S. Coast Guard Law Enforcement operations policy. For example, OPLAN VIGILANT SENTRY provides the overall Department of Homeland Security response to a mass migration in the Caribbean.

LAW ENFORCEMENT ACTIVITY SCENARIO AND MODULAR ORGANIZATION DEVELOPMENT

MODULAR DEVELOPMENT - A series of examples of modular development are included to illustrate one method of expanding the ICS organization.

INITIAL RESPONSE ORGANIZATION - A U.S. Coast Guard cutter is on normal patrol when it intercepts a small boat fitting the profile of an undocumented migrant vessel. The Coast Guard cutter carries out the standard boarding operation procedures for the vessel. See Page 17-7 for an example of the Initial Response Organization.

REINFORCED RESPONSE ORGANIZATION - Upon boarding the profiled vessel, the boarding party discovers a large number of undocumented migrants. During the boarding party's search and investigation, the interpreter overhears one of the undocumented migrants express his concern for relatives aboard another vessel. The Commanding Officer of the cutter relays this information to the U.S. Coast Guard District with operational control over his mission, and a Coast Guard aircraft is deployed to search for the other vessel. The District Commander assumes the role of lead agency and IC for the interdiction operation, and requests the appropriate U.S. Coast Guard Area Commander to direct an additional cutter to his operational control to assist in the search for other possible undocumented migrant vessels. The District Commander also notifies local DOD units that there is a possibility of additional undocumented migrant vessels in the operational area. The second cutter has additional Law Enforcement Detachments (LEDETs) assigned before sailing. See Page 17-8 for an example of the Reinforced Response Organization.

MULTI-DIVISION/GROUP ORGANIZATION - Within a day of searching, the Coast Guard aircraft and JIATF resources have identified numerous vessels of all sizes that fit the undocumented migrant vessel profile. This information is relayed to the District, who in turn notifies the Area Commander and Coast Guard Headquarters. Coast Guard Headquarters notifies the Immigration and Customs Enforcement (ICE) and other federal law enforcement agencies. Upon notification to these agencies by Coast Guard Headquarters, the Commandant will normally give authorization for direct communication to the District Commander. The Area Commander orders all available cutters (WHEC, WMEC) to the area for interdiction operations under the operational control of the District Commander. DOD lends its resources to assist in the search for undocumented migrant vessels. See Page 17-9 for an example of the Multi-Division/Group Organization.

The Department of Homeland Security assigns a representative to assist and coordinate its activities with the District Commander. The District Commander's Staff and Agency Representatives are tasked with developing the resource requirements for the extended interdiction operation, and determining the resources that will have to be obtained from outside the District. The District Chief of Operations is assigned as the OSC. The operational area is divided into geographical divisions and a Coast Guard cutter is assigned to each division for patrol and boarding operations. A Navy vessel is directed to the scene to serve as an undocumented migrant holding area. ICE provides aircraft for additional search patrols.

Since many of the vessels being used to carry undocumented migrants are sailing under the flag of other nations, the U.S. Coast Guard has requested through the Department of State that representatives of those governments be assigned as ship riders to Coast Guard vessels, allowing them to carry out boardings on the applicable nations vessels in international waters.

The IC/UC establishes a JIC to handle the intense media interest that is developing over the operation.

MULTI-BRANCH ORGANIZATION - As the situation develops, the number of undocumented migrants discovered and detained by the Coast Guard has grown beyond the capability of vessels to safely and humanly hold them offshore. The IC/UC has determined that holding facilities must be prepared on shore. The IC/UC identify Federal, State and Local resources to assist in planning and implementing the shoreside facilities. See Page 17-10 for an example of the Multi-Branch Organization.

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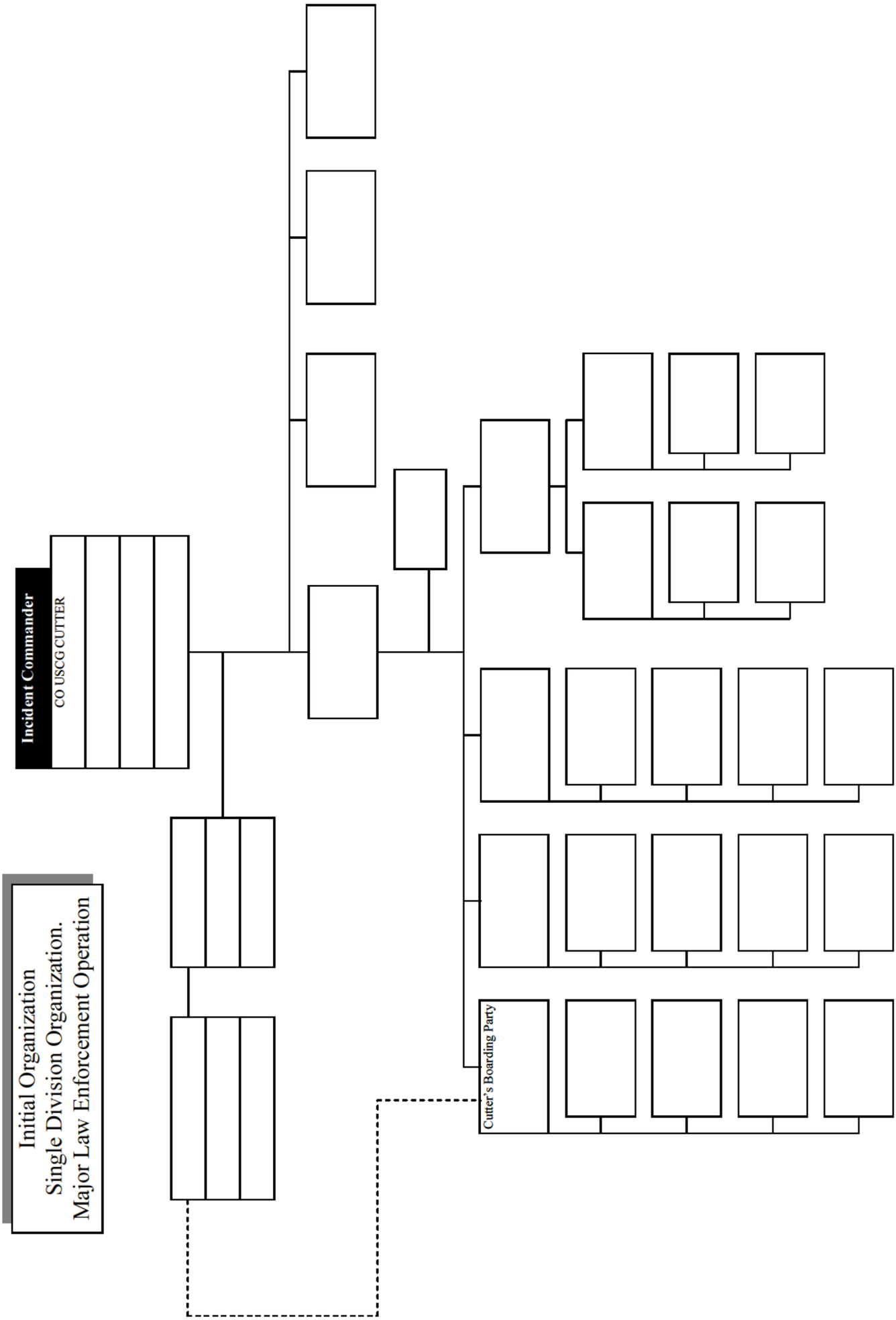
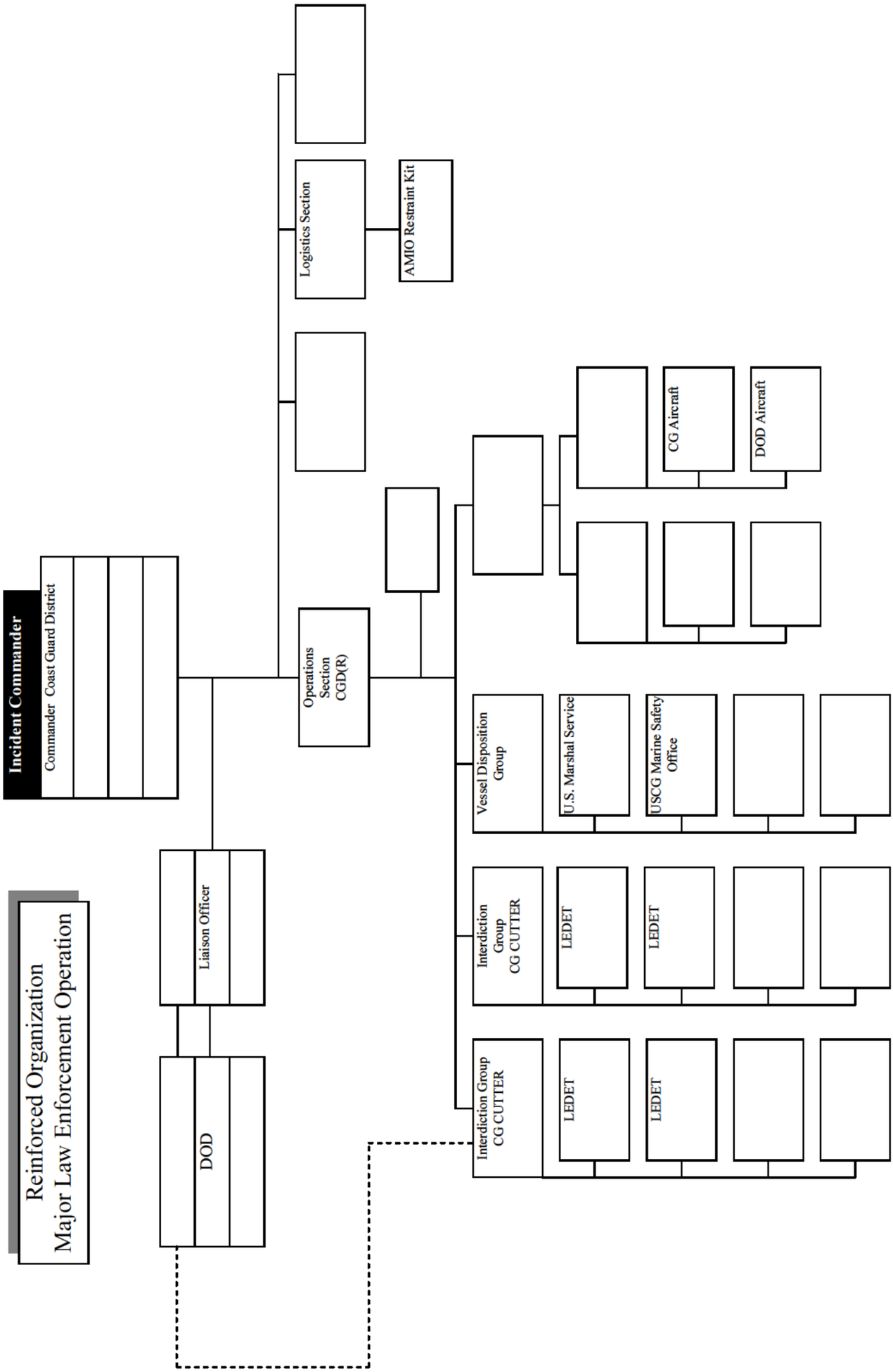

Initial Organization
Single Division Organization.
Major Law Enforcement Operation
Incident Commander
CO USCG CUTTER
Cutter's Boarding Party


Reinforced Organization
Major Law Enforcement Operation
Incident Commander
Commander Coast Guard District
Liaison Officer
DOD
Operations Section CGD(R)
Logistics Section
AMIO Restraint Kit
Vessel Disposition Group
U.S. Marshal Service
USCG Marine Safety Office
CG Aircraft
DOD Aircraft
Interdiction Group CG CUTTER
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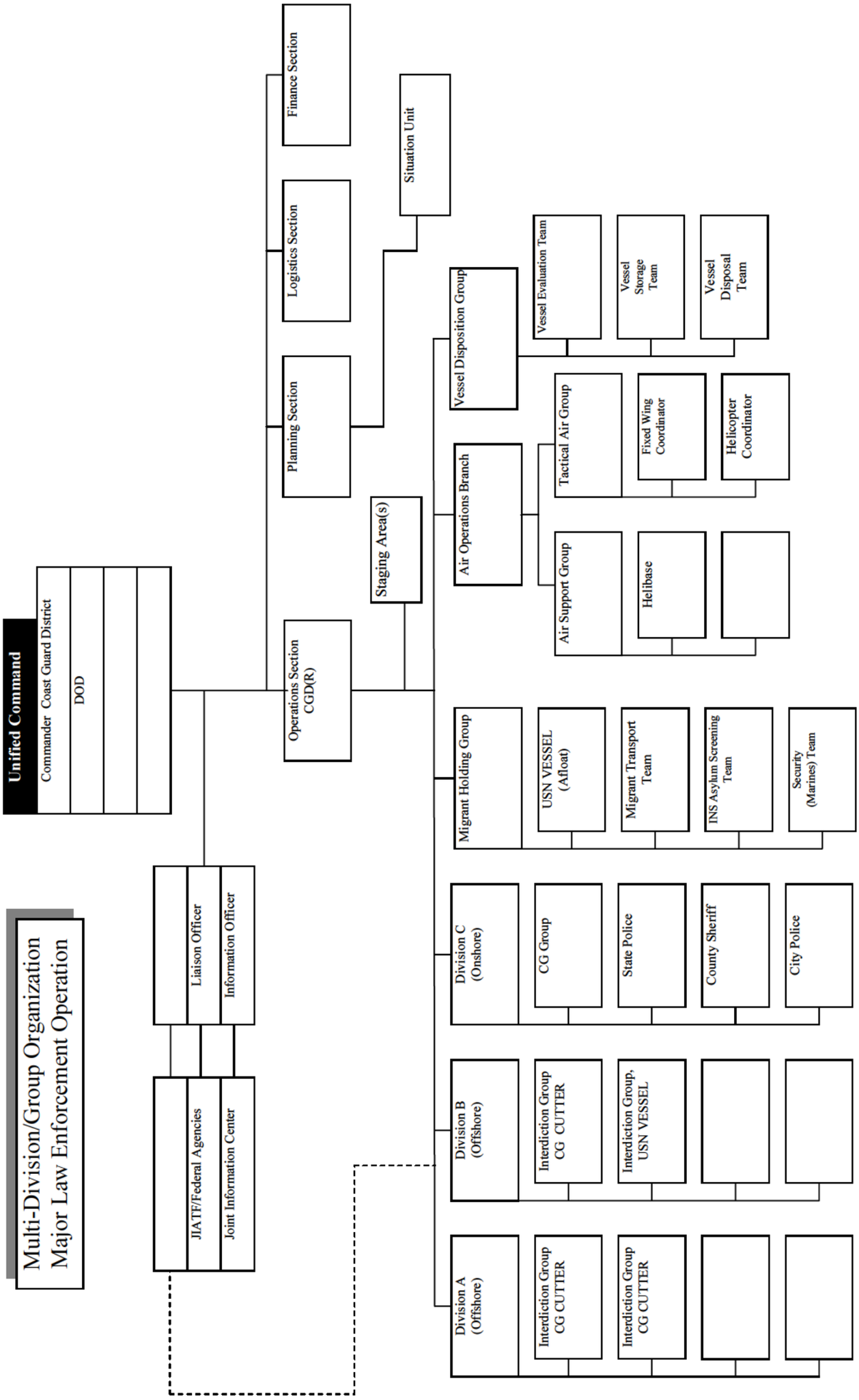
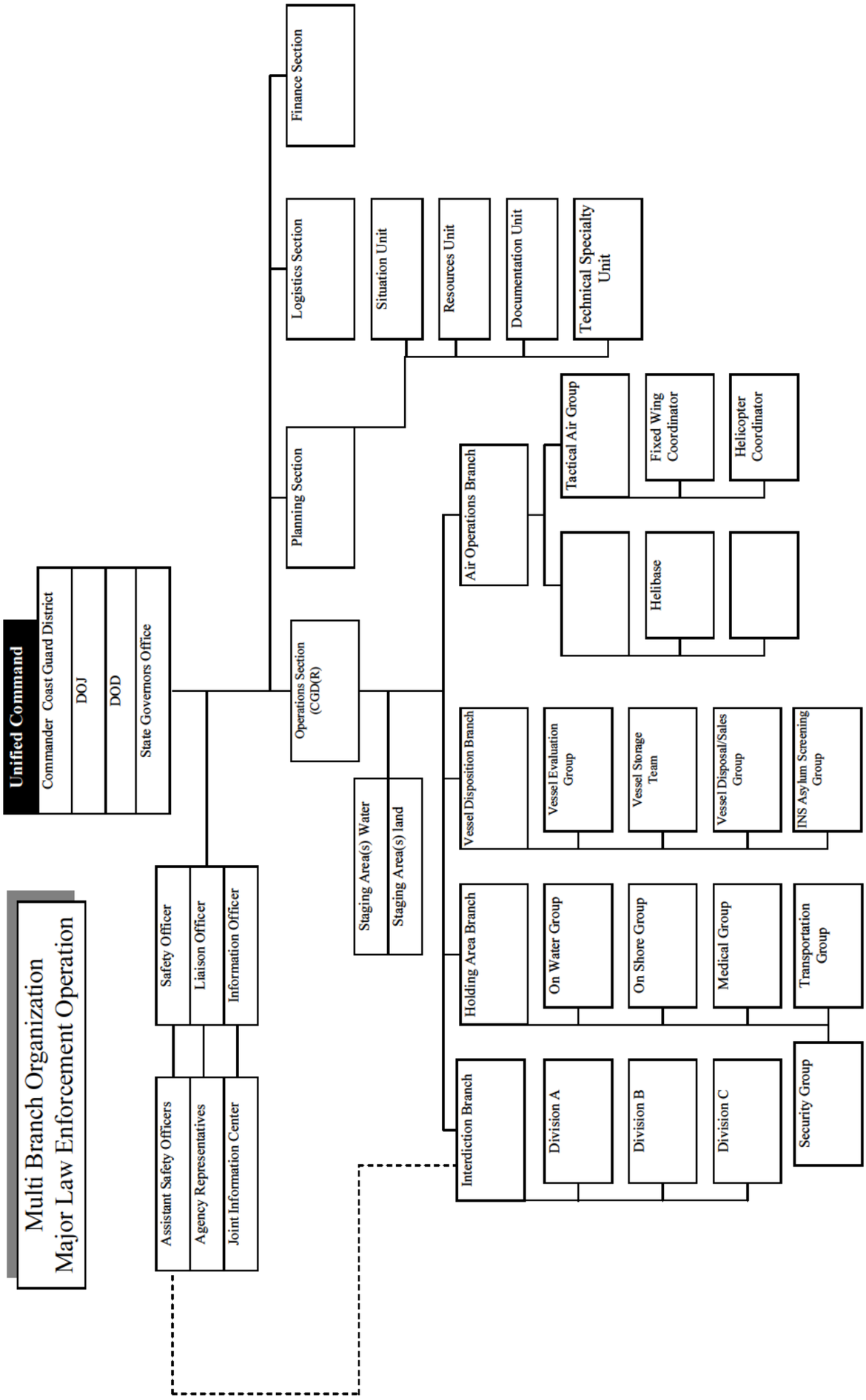


 LAW ENFORCEMENT



 LAW ENFORCEMENT

LAW ENFORCEMENT ACTIVITY SPECIFIC ICS POSITIONS AND TASK DESCRIPTIONS

Only those ICS positions and tasks specific and unique to Law Enforcement missions will be described in this section. Persons assigned the common positions consistent with the NIMS ICS organization should refer to position job aids and Chapters 5 through 11 of this IMH for their position/task descriptions and checklists.

ASYLUM PRESCREENING OFFICER (APSO) - The APSO is responsible for conducting initial screenings of individuals who have made asylum claims or come from a nation with a history of political persecution, human rights violations, or torture. APSOs are full time asylum officers deployed to the field. The APSO will normally be assigned to the LO as an Agency Representative or directly to the Command Staff.

These prescreening interviews determine if an individual has a credible fear of persecution upon return to his/her home nation. APSO interviews are transmitted to CIS Headquarters in Washington, D.C., for review by asylum specialists. If it is determined that an individual has a credible fear of persecution, the person is taken to another location for more extensive interviews. While the APSO may be assigned in various locations within the ICS, he/she needs to have direct access to communications with Washington, D.C. The contents of APSO interviews may be confidential and not available for intelligence or general use. Additional duties include:

a. Review the Agency Representative Responsibilities in Chapter 6.
b. Advise the IC/UC on the procedures for asylum interviews, specific support required, and the separation of those claiming asylum.

c. Liaise with CIS Headquarters on asylum issues.
d. Conduct additional interviews as necessary.
e. Advise the IC on trends in asylum claims and indicators that those within the IC/UC may need to be aware of.

VESSEL DISPOSITION GROUP SUPERVISOR - The Vessel Disposition Group Supervisor is responsible for the disposal of vessels seized in the course of Law Enforcement Operations. In some cases this will involve warning the return of the vessel to the flag state, but in many situations the vessel will be seized for forfeiture (either because it is stateless or because it was used in the commission of a crime). In drug interdiction missions, this task is usually performed by Immigration and Customs Enforcement (ICE). In all other cases, the U.S. Marshal Service performs this function.

If an asset is seized for forfeiture, all hazardous materials must be removed and all safety violations must be corrected before the vessel can be disposed of. The lead agency will contract out for removal and disposal of hazardous materials from the vessel using private contractors. U.S. Coast Guard Sectors may be asked to assist the lead agency in assessing the condition of the vessel, the applicable environmental laws that may apply to the vessels condition, and steps needed to correct the assessed violations. Addition duties included:

a. Review the Division/Group Supervisor Responsibilities in Chapter 7.

LAW ENFORCEMENT DETACHMENT TEAM LEADER - Law Enforcement Detachment Team (LEDET) Leaders are responsible for separate teams of individuals trained in boarding vessels for conducting law enforcement operations. LEDETs typically deploy to U.S. Navy and foreign naval vessels to provide them with law enforcement capability. They can also be used in various situations to augment Coast Guard Cutter Boarding Teams, and in these cases should not be confused with the Cutter's Boarding Team, which is made up of individuals permanently assigned to the Cutter's crew. Addition duties included:

a. Review the Strike Team Leader/Task Force Responsibilities in Chapter 7.

MARITIME SAFETY AND SECURITY TEAMS - Maritime Safety and Security Teams (MSSTs) were created under the Maritime Transportation Security Act (MTSA) 2002, in direct response to the terrorist attacks on Sept. 11, 2001, and are a part of the Department of Homeland Security's layered strategy directed at protecting our seaports and waterways. MSSTs provide waterborne and a modest level of shoreside antiterrorism force protection for strategic shipping, high interest vessels and critical infrastructure. MSSTs are a quick response force capable of rapid, nationwide deployment via air, ground or sea transportation in response to changing threat conditions and evolving Maritime Homeland Security (MHS) mission requirements. Multi-mission capability facilitates augmentation for other selected Coast Guard missions.

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CHAPTER 18

SEARCH AND RESCUE

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CHAPTER 18

SEARCH AND RESCUE

References:

(a) IMO/ICAO International Aeronautical and Maritime Search and Rescue Manual, Vols. I & II
(b) U.S. National Search and Rescue Supplement (NSS) to the International Aeronautical and Maritime Search and Rescue Manual (IMSAR)
(c) National Search and Rescue Plan, 1999
(d) U.S. Coast Guard Addendum to the National Search and Rescue Supplement (NSS) to the International Aeronautical and Maritime Search and Rescue Manual (IMSAR), COMDTINST 16130.2 (series)
(e) National Response Plan (NRP)
(f) National Incident Management System (NIMS)

INTRODUCTION

Search and Rescue (SAR) efforts primarily focus on finding and assisting persons in actual or apparent distress and are carried out within a well-defined SAR response system as per references (a) – (d). These references have their basis in international law that U.S. SAR services are obligated to follow, and they have practical benefits that are intended to maximize the effectiveness of SAR operations, particularly when working with other military services, SAR authorities of other nations, and with ships or aircraft at sea. When an emergency warrants responses in addition to SAR, the NIMS ICS organizational structure shall be used for overall response management in accordance with reference (e) and (f). Examples of other activities that are not SAR, but are often closely associated with a SAR incident, include search and recovery, salvage,

investigation, fire-fighting, pollution response, etc. This chapter describes an example ICS organizational structure that will provide supervision and control of essential functions during a SAR incident that includes, or will include, non-SAR response activities.

For incidents that actually or potentially involve both SAR and non-SAR response activities, the SAR Mission Coordinator (SMC), who is designated by the SAR response system, will initiate action and coordinate the overall SAR response in accordance with references (a) through (d). When the Incident Commander (IC) is designated, the SMC function will be placed under the umbrella of the ICS organizational structure, typically as the SAR Branch Director or SAR Group Supervisor in the Operations Section. Simply put, the SAR response system “plugs into” the ICS organizational structure, where the SMC (or someone designated by the SMC to carry out this function) serves as the “plug” or link. The SAR response may also include a SAR On-Scene Coordinator (SAR OSC) and an Aircraft Coordinator (ACO). In some cases the person serving as the Incident Commander (IC) or Operations Section Chief (OSC) may also be designated as the SMC, but the terms “Incident Commander” or “Operations Section Chief” are not interchangeable with titles associated with SAR response functions. For the majority of incidents, the SAR response will be completed/suspended by the time the ICS structure is fully in place. As the SAR mission winds down and other missions take precedence (i.e., search and recovery), the IC may designate the SMC or SAR OSC in the SAR response system to continue as a Branch Director or Group Supervisor in the ICS structure to manage on-scene operations other than SAR. Likewise, Search and Rescue Units (SRUs) may also be reassigned to other groups in the ICS structure once the SAR mission is concluded. In general, Coast Guard

personnel with SAR responsibilities should receive sufficient ICS training to enable them to carry out their respective duties in ICS response organizations.

SEARCH AND RESCUE BEST RESPONSE

KEY AREAS TO A SUCCESSFUL SAR RESPONSE

Success of response operations can often be found in how well the management team focused on key response areas. ICs and their Command and General Staff should consider, if applicable, the following key response areas during ICS activation in conjunction with or following a search and rescue operation.

OPERATIONAL	SUPPORT/COORDINATION
Search Planning & Operations	Safety
Rescue Planning & Operations	Stress Management
Medical/Triage	Liaison with Victim's Families
Fire Fighting	Security
Shoreline Search & Recovery	Investigations
On-Water Search & Recovery	Resources
	Political
	Assisting & Cooperating Agencies
	Public Information
	Command Post Needs

IC's and their Command and General Staff need to closely monitor how well the incident objectives, strategies, and tactics are addressing the key response areas identified above and adjust, as necessary, to ensure the maximum potential for the best possible response.

SEARCH AND RESCUE INCIDENT SCENARIO AND MODULAR ORGANIZATION DEVELOPMENT

MODULAR DEVELOPMENT - A series of examples of modular development are included to illustrate one method of expanding the major airline crash incident organization.

INITIAL RESPONSE ORGANIZATION (MAJOR AIRLINE CRASH) - The SAR Mission Coordinator (SMC), initiates emergency response actions and designates the best-qualified and most capable unit on-scene as SAR OSC. The SMC may also designate an ACO to manage air assets on-scene if there are too many for the SAR OSC to effectively manage or communications between surface and air assets prove challenging. The first to arrive on scene would likely be USCG vessels and aircraft, police/fire boats, fishing vessels, and hosts of recreational boats. The FAA will be requested to establish air space restrictions and issue the appropriate Notice to Airmen (NOTAMs). The cognizant Sector Commander or District Commander may be designated the IC, at which time the SMC function is placed under the umbrella of the ICS organizational structure. Rescue and emergency medical treatment will take priority during this phase. Recovery and identification of the deceased, accident investigation, and cleanup will take priority later in the incident. Initial responders will be heavily involved in the rescue, triage, and transportation of survivors. A PIO is immediately assigned to provide initial information to the media and establish a JIC. CERT and/or CISM support should be considered early. See Page 18-9 for an example of the initial response organization.

REINFORCED RESPONSE ORGANIZATION (MAJOR AIRLINE CRASH) - An ICP is established and initially

staffed with personnel from the Coast Guard; local, state, and federal law enforcement and emergency response/management agencies; and local medical institutions/organizations. The JIC should be staffed for 24-hour operations, if need be. A LNO is also designated to coordinate the large numbers of responding and interested government agencies and public organizations. The SOFR is assigned to assess the safety hazards/situation and develop a Site Safety Plan (ICS-208). The NTSB and the FBI may be added to the UC upon their representative's physical arrival on-scene. See Page 18-10 for an example of the reinforced response organization.

The Operations Section Chief (OSC) is designated to manage the growing number of operational activities (e.g., SAR, medical care, security, and evidence collection). This may be the Sector Commander if the District Commander assumes the role of IC. The following Groups are established to organize the operational activities:

- The SAR Group continues to carry out the SAR response under the function of the SMC. Additional surface and air assets have arrived from different jurisdictions. Tactical control of some or all of the response assets may be shifted to the SAR Group for tasking by the SAR OSC or ACO.
- The Medical Group, supported heavily by local EMS and hospital personnel and resources, coordinates triage and treatment areas, as well as transporting survivors. A Patient Transportation Unit may be established to efficiently move survivors from the staging/triage areas to medical facilities.
- The Law Enforcement Group begins the task of

securing the scene; providing shore-side security for staging areas and the ICP, establishing evidence collection and control; and conducting the investigation. If criminal activity is not suspected, the NTSB may have primary investigative responsibilities. If terrorism is suspected, the FBI will take the lead. NTSB and FBI representatives will participate in the UC and brief the UC concerning their needs regarding investigation and recovery operations. A Traffic Control Unit may be needed to keep tremendous number of shore-side curiosity seekers from impairing the access of EMS/rescue personnel to critical Staging Areas.

- An Air Tactical Group Supervisor may be designated to coordinate assignments and air assets and manage air tactical activities.
- Consideration should be given to establishing a Demobilization Unit.

MULTI-DIVISION/GROUP ORGANIZATION (MAJOR AIRLINE CRASH) - The UC and Command Staff are functional and fully staffed. The District may be designated as the Coast Guard IC to be on the same level as the NTSB and FBI representative(s). The Sector Commander may assume the role of OSC, if he or she has not already done so. Deputies from the fire, law enforcement, and emergency medical service agencies could assist the OSC. The Rescue, Medical, and Law Enforcement Groups are fully developed. The rescue is nearly complete, if not already completed, and the operation is shifting to search and recovery of bodies and aircraft debris. Surface and air assets are shifted to other groups, such as the Search and Recovery and Law Enforcement Groups. See page 18-11 for an example of the Multi-Division/Group Organization.

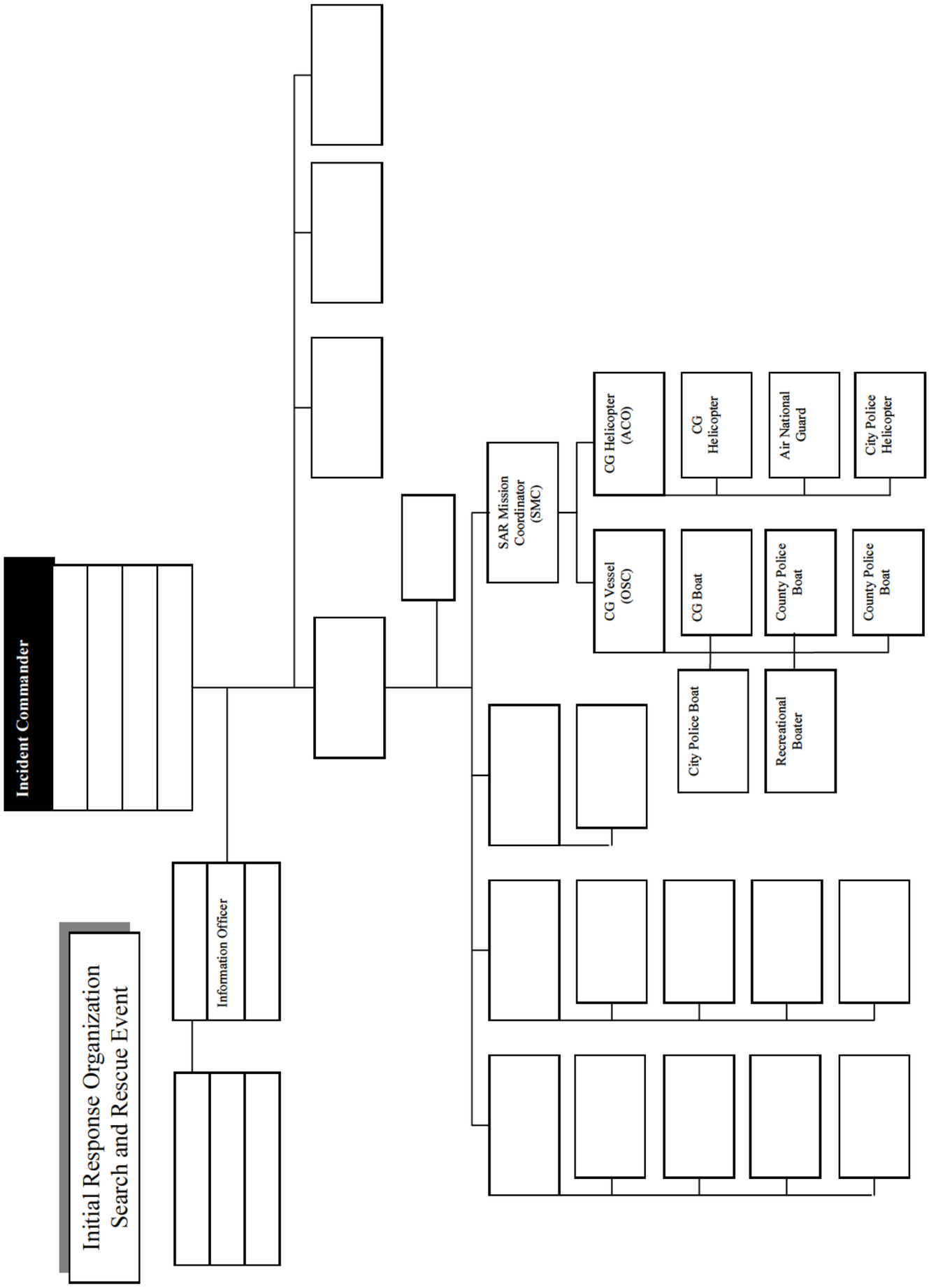
The focus of the UC's efforts is shifting to the NTSB and law enforcement agencies, including city/county/state coroner. A Body Recovery Team has been added and is working closely with the coroner who has jurisdiction. An Underwater Recovery Group has been initiated and may be led by the Navy or other qualified agencies. The FBI, NTSB and local/state law enforcement agencies are coordinating the investigation and recovery of wreckage.

The JIC continues to be fully staffed. Additional assets may be needed to accommodate the political dignitaries and next of kin that would want to view the accident site or have direct briefings from the Command Staff.

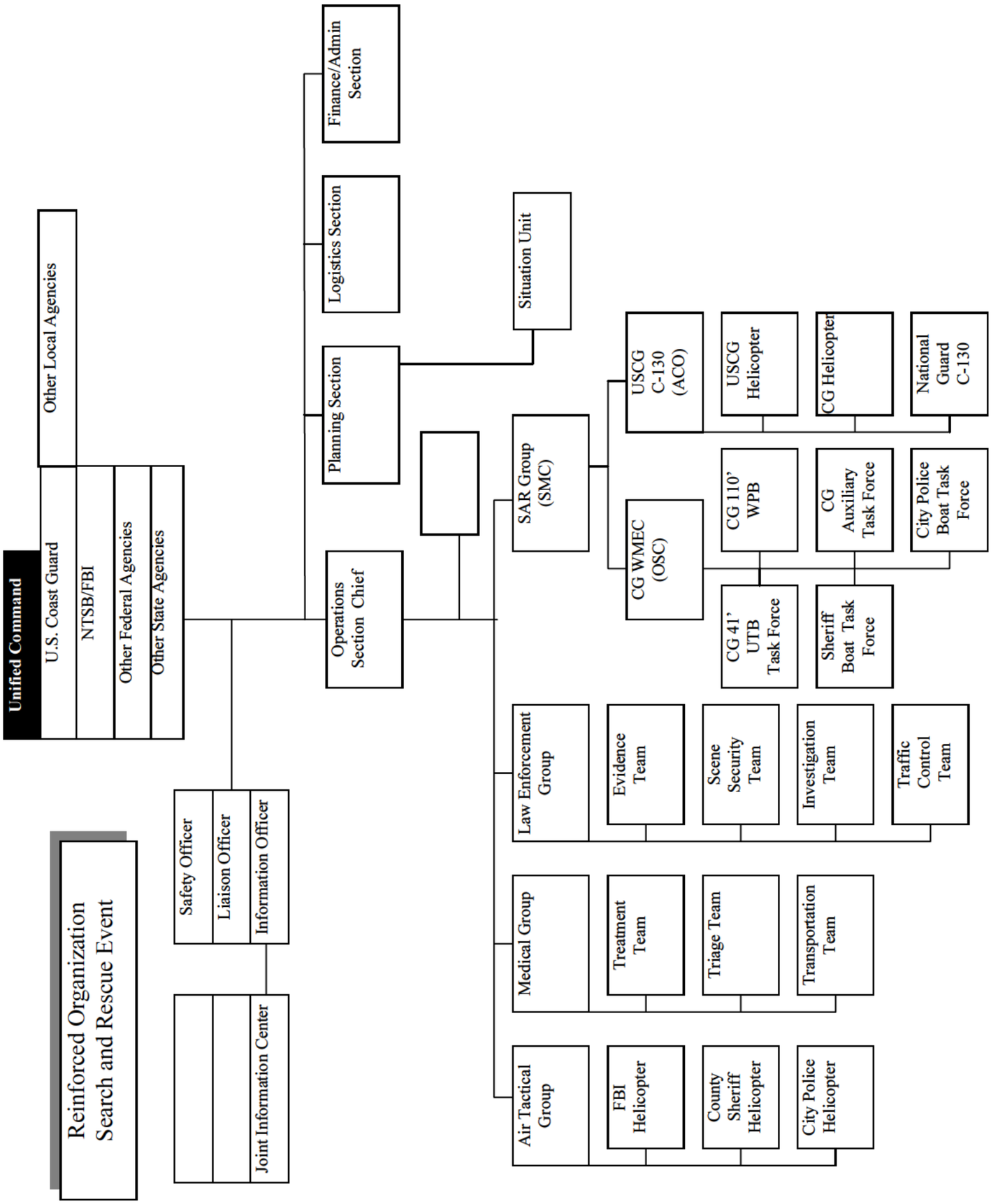
MULTI-BRANCH ORGANIZATION (MAJOR AIRLINE CRASH) - The UC is fully functional and staffed. UC efforts are focused on NTSB and FBI concerns. The Coast Guard is now primarily assisting with search and recovery activities, as well as providing host/landlord support. The appropriate deputies and assistants have been designated to ensure an integrated and coordinated operation at the Section, Branch, Division, and Group levels. See Page 18-12 for an example of the Multi-Branch Organization.

The recovery operation has been divided into three branches (i.e., Surface, Underwater, and Shore-side). Geographic divisions have been created to divide the search and recovery into manageable areas.

Although not shown on the organization chart, a Demobilization Unit may be established in the Planning Section to develop an Incident Demobilization Plan. This plan should include the Chaplain and/or CISM.



SEARCH & RESCUE



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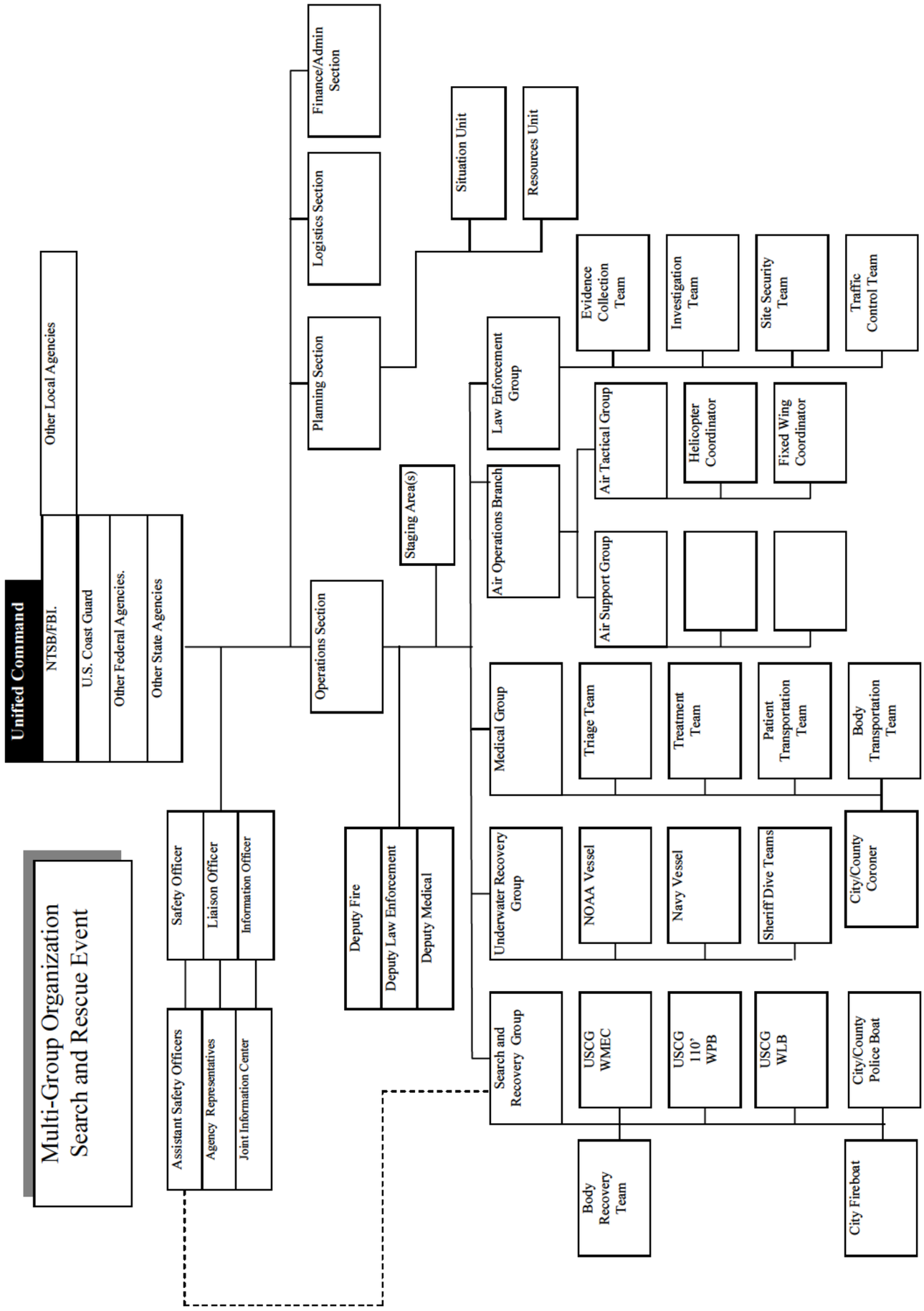

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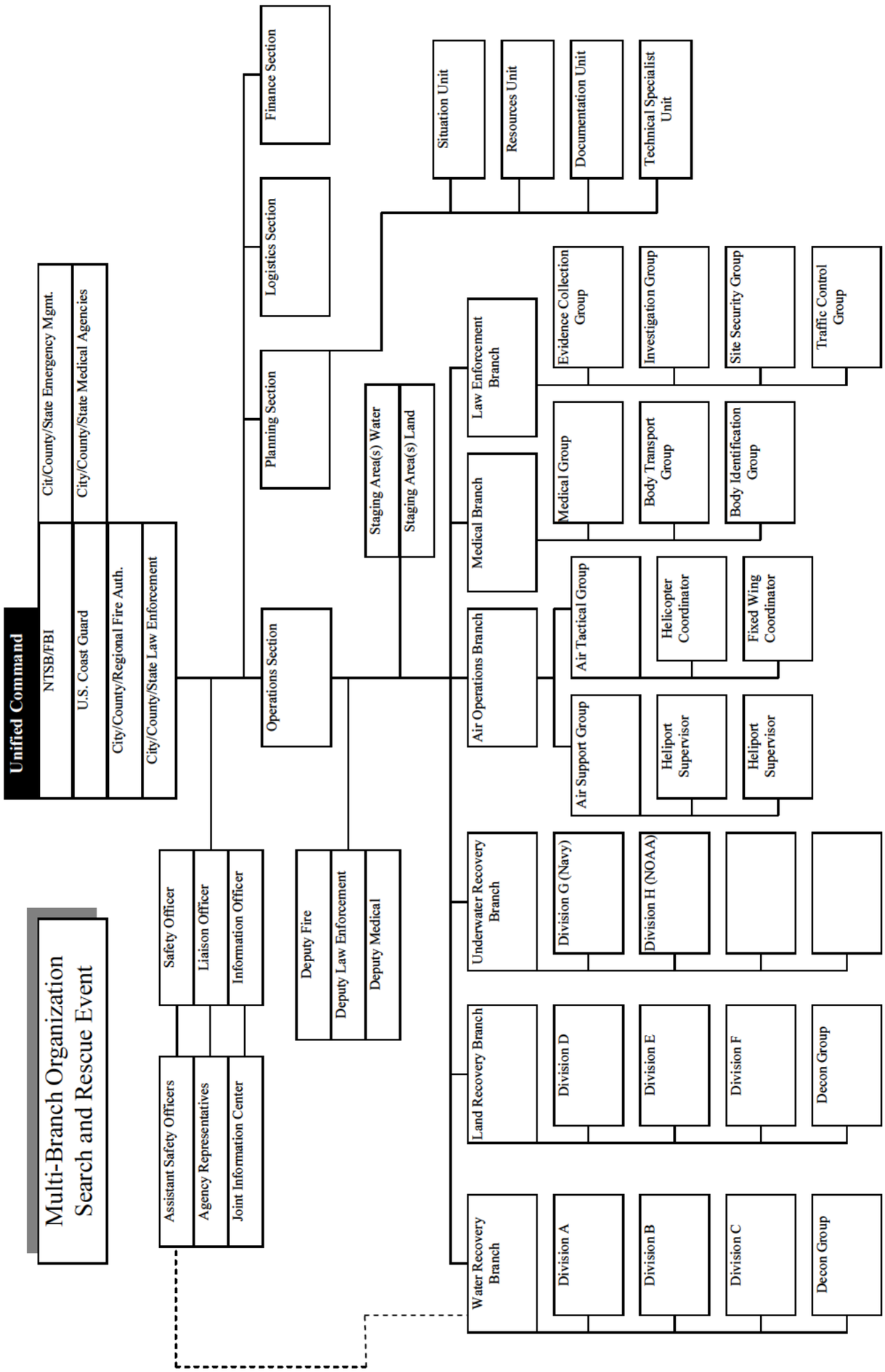

SEARCH & RESCUE

SEARCH AND RESCUE SPECIFIC ICS POSITIONS AND TASK DESCRIPTIONS

Only those ICS positions and tasks specific and unique to Search and Rescue (SAR) missions will be described in this section. A general description of SAR Response System Specific functions is also included. Persons assigned the common positions consistent with the NIMS ICS organization should refer to the position job aids and Chapters 5-13 of this IMH for their position/task descriptions and checklists.

INCIDENT COMMANDER (IC) - In addition to the responsibilities outlined in Chapter 2, the IC (and the OSC if one is designated) of an incident that includes a SAR mission must recognize that the SAR Mission Coordinator (SMC) is obligated to carry out the SAR mission in accordance with references (a) – (d). The SMC (or someone designated by the SMC for this function) serves as the link between the SAR Response System and the ICS organization and is best placed at the Branch Director or Group Supervisor level (for further description and duties of the SMC, see SAR System Specific Functions below). The IC may also be designated as the SMC; however, separate individuals should carry out the IC and SMC functions if the operational tempo and/or span of control warrant it or the IC is not thoroughly familiar with all SAR system processes. For SAR incidents that actually or potentially include other non-SAR activities (i.e. search and recovery, salvage, investigation, pollution response, fire-fighting, etc.), carry out the following tasks as appropriate:

a. Establish a suitable ICP, preferably at a site separate from the OPCEN, and stand-up ICS organization apart from initial response operations.

- Assign personnel to establish the ICP and stand-up ICS organization that are not responsible for initial response actions (i.e., personnel not coordinating or prosecuting the SAR case).
- Establish an ICP, and accommodate to the best extent possible and as necessary the following four components: (1) at-sea command and control; (2) reconstruction, investigation and human remains transfer (primarily involving mass casualties); (3) family briefings; and (4) media briefings and access.
- Activate/request Incident Management Assist Team (IMAT) augmentation.
- If it is not operationally feasible for the SMC to be physically located at the ICP, the SMC should assign a liaison to the ICP to represent the SMC.

b. Mobilize additional appropriate resources as soon as possible to stabilize the situation or assist in the recovery, salvage, pollution response, firefighting, etc. (i.e., tugs, fireboats, charter boats, salvage vessels, etc.).

c. Have the District Command Center contact the FAA to establish a Temporary Flight Restriction (TFR) for the airspace over the area of incident/operations.

d. Ensure the following Groups are established, if necessary:
   - Medical Group to coordinate emergency medical care, including transportation to medical facilities, for Person On Board (POB) of a distressed vessel or craft (descriptions of these functions are found in Chapter 19).

- Law Enforcement Group to coordinate law enforcement agencies to provide shore-side security of Staging Areas and the ICP, establish evidence collection and control, and assist with enforcement of safety and/or security zones (descriptions of these functions are found in Chapter 14).

e. Immediately assign or request a PIO to provide initial information to the media and establish a JIC to provide timely information and updates on progress of SAR efforts and outline of future actions.
   - Ensure that the JIC is staffed for 24-hour operations, if necessary, to meet the demands for information by the media, community groups, and public in general.
   - Be available, as the IC, to provide press briefings. If the SAR response is on-going, ensure the SMC is aware of all press briefing plans

f. Coordinate with the SMC to notify Next of Kin (NOK) as soon as possible and maintain daily contact with them to provide progress of SAR efforts and outline future actions. The IC shall ensure the greatest possible sensitivity in interacting with family and friends of the victims. Note: For cases involving airline crashes, the airlines are responsible for making NOK notifications.
   - For SAR incidents involving large numbers of victims, especially in cases of mass casualties or prolonged searches, ensure that lodging is centrally located and/or easily accessible for those NOK who arrive in the area. This will facilitate daily briefings.

- Establish an area where families of victims can receive daily mission briefings. For incidents involving large numbers of POB, this should be at the place where NOK are centrally lodged.
- If the operational tempo does not allow the IC to provide the NOK briefings personally, assign a senior officer who is disengaged operationally from the SAR incident to provide this as a primary task.
- Provide information on mission progress and future actions to the NOK before releasing it to the media.
- Notify NOK of a decision to suspend SAR efforts prior to suspending search for missing POB.

g. The SMC or SAR Coordinator may continue the SAR mission beyond the time when a case would normally be suspended due to humanitarian considerations, large number of people involved, or forecast of greatly improved search conditions.

<u>However, when the potential for saving life is minimal, Search and Rescue Units (SRUs) will not be put at unnecessary risk. Nor should they continue searching in that situation when their use may preclude their availability for other missions.</u>

NOTE: Only those agencies designated as U.S. SAR Coordinators (i.e., the USCG for maritime regions) have the authority to suspend a SAR case.

h. When scheduling surface and air SRUs, utilize fatigue standards found in Appendix K of reference (d) and applicable policies of the

operational commander.

i. For incidents involving firefighting, establish a Firefighting Group to coordinate local authorities responsible for fighting fires on vessels or at waterfront facilities. Note: This should be coordinated prior to an incident. During marine firefighting situations, CG units shall adopt a conservative response posture and focus actions on those traditional Coast Guard activities not requiring CG personnel to enter into a hazardous environment.
   - The CG Captain of the Port (COTP) is the USCG entity responsible for coordinating firefighting activities.
   - As per reference (d), CG personnel shall not actively engage in firefighting (other than fires on CG vessels) except in support of a regular firefighting agency under the supervision of a qualified fire officer. CG assistance is available only to the degree of training level and adequacy of equipment.
   - CG personnel shall not engage in independent firefighting, except to save a life or in the early stages of a fire to avert a significant threat without undue risk.

OPERATIONS SECTION CHIEF (OSC) – In addition to the responsibilities outlined in Chapter 7, the OSC of an incident must recognize that the SMC is obligated to carry out the SAR mission in accordance with references (a) – (d). The OSC may also be designated, and perform the function of the SMC, if operational tempo and/or span of control allow it, and the person is thoroughly familiar with all SAR system processes (for further description and duties of the SMC see SAR Response System Specific Functions below).

SAR SYSTEM SPECIFIC FUNCTIONS

(Note: These functions are provided for information of the IC. SMC's and SAR OSCs are to use established guides and procedures set forth in references (a) - (d) and in standard operating procedures.

SAR MISSION COORDINATOR (SMC) - The SMC is designated (usually pre-designated) by the SAR Response System for each specific SAR mission and coordinates the overall response to a SAR incident in accordance with references (a) – (d). In the U.S. Coast Guard, the SMC designation is done by a responsible Command Center that serves as a Rescue Coordination Center (RCC) or Rescue Sub-Center (RSC). SMC responsibilities typically include:

a. Gathering detailed information relating to the distress situation.
b. Issuing an Urgent marine Information Braodcast (UMIB) to inform mariners in the area of the distress situation and to instruct them to either keep clear of the area or to request their assistance.
c. Conduct SAR operations in accordance with standard SAR procedures and standards as set forth in references (a) – (c).
d. Assign a SAR On-Scene Coordinator (SAR OSC) as appropriate to improve on-scene coordination.
e. Use search planning tools to develop search plans that optimally use available resources.
f. Ensure all documentation from the SAR mission, to include copies of SITREP's, logs, SAR Action Plans, photo/video film, etc., are provided to the Documentation Unit Leader.

SAR On-Scene Coordinator (SAR OSC) - The SAR OSC coordinates the SAR mission on-scene using the resources made available by SMC and should safely

carry out the SAR Action Plan in accordance with references (a) - (d). The SAR OSC may serve as a Branch Director or Group Supervisor to manage on-scene operations after the SAR mission is concluded and other missions continue, such as search and recovery. SAR OSC responsibilities typically include:

a. Establish and maintain communications with the SMC.
b. Assume operational control and coordination of all SRUs assigned until relieved or mission is completed.
    - Establish and maintain communications with all SRUs using assigned on-scene channels.
    - Require all aircraft to make “operations normal” reports to the SAR OSC.
    - Establish a common altimeter setting for all on scene aircraft.
    - Obtain necessary information from arriving SRU’s, provide initial briefing and search instructions, and provide advisory air traffic service to aid pilots in maintaining separation from one another.
c. Carry out SAR action plans.
    - Receive and evaluate all sighting reports, and divert SRUs to investigate sightings.
    - Obtain search results from departing SRUs.
d. Submit sequentially numbered situation reports (SITREPs) to the SMC at regular intervals.

TECHNICAL SPECIALISTS/EQUIPMENT

PARARESCUEMAN (PJ) TECHNICAL SPECIALIST - These members of the USAF are specialists in the rescue, stabilization, and recovery of personnel from remote areas, often under extremely hazardous

conditions, including combat. PJs provide emergency medical treatment (at the paramedic level) necessary to stabilize and evacuate injured personnel.

a. PJ's often provide worldwide search, rescue and recovery assistance associated with aircraft accidents, disaster relief, humanitarian evacuation, and contingency landing support for NASA missions.
b. If deployed from fixed-wing assets, they jump with a Rigged Alternate Method Zodiac (RAMZ), providing them with a small boat to help facilitate rescues.

FLIGHT SURGEON - The flight surgeon is a physician that has attended a special course that has prepared them to provide medical support in the aviation community. They are qualified to fly or provide medical consultation.

COAST GUARD RESCUE SWIMMER – All Coast Guard Air Stations with helicopters have highly trained helicopter rescue swimmers who are EMT qualified. They are trained to deploy from the helicopter to recover an incapacitated victim from the water, day or night.

SELF-LOCATING DATUM MARKER BUOYS (SLDMB's) – All Coast Guard Air Stations and many Coast Guard surface units and small boat stations are equipped with self-locating datum marker buoys (SLDMB) which can provide high quality, extended duration current information. SLDMB's provide frequent, high-resolution (GPS-based) position information independent of any on-scene unit. Section 4.11 of Ref (d) provides detailed information on SLDMB's.

CHAPTER 19

OIL SPILL

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3. Oil Spill Best Response	19-3
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CHAPTER 19

OIL SPILL

References:

(a) National Response Plan (NRP)
(b) National Incident Management System (NIMS)
(c) National Contingency Plan (NCP)
(d) NPFC User Reference Guide
(e) FOSC Field Finance & Resource Management (FFARM) Guide
(f) Technical Specialist Job Aid

INTRODUCTION

The Coast Guard is a regulatory agency for industries involved in the transport of oil, routinely supports other agencies in their response to oil spills, and may become involved in oil spills when responding or supporting responses to other incidents such as terrorist actions, hazardous materials releases from chemical carriers, accidents at non-transportation related facilities that may be located within a COTP Zone, etc. It is impossible to address the possible ICS organizations that may result from the above scenarios. It is important to note that the majority of oil spills are small events that will not and should not result in a response beyond that of an initial or reinforced response organization. It should also be noted that the capabilities in various COTP zones throughout the country vary greatly. The COTP must have knowledge of the local government response capability and be familiar with the local and state ICs as this will affect the degree of leadership and control that the Coast Guard will be expected to take in oil spill response. In areas where the state and local government have a strong oil spill response program,

the Coast Guard may be primarily in a support role during the emergency phases. In areas where there is no oil spill response capability, the Coast Guard may be expected to take a much stronger leadership role.

In this regard, there may also be reasons to expand the UC beyond the FOSC, SOSC, and Responsible Party IC (RPIC) participation that has become the standard for oil spill response. The organizations reflect that under OPA 90 regulations, the responsible party (RP) who has had the oil spill is mandated to follow an approved Facility Response Plan (FRP) or Vessel Response Plan (VRP), to provide a spill management team for managing the oil spill, and to become a member of the UC. For a full description of a specific ICS position assignment or task, the reader should refer to the appropriate task assignment provided in Chapters 5 -11.

OIL SPILL BEST RESPONSE
DELIVERING "BEST RESPONSE"

IC's and their Command and General Staffs need to closely monitor how well the incident objectives, strategies, and tactics are addressing "Best Response" and key response functions, and to make appropriate adjustments where necessary to ensure the maximum potential for success.

The term "Best Response" means that a response organization will effectively, efficiently, and safely respond to oil spills, minimizing the consequences of pollution incidents and to protect our national environmental and economic interests.

"Best Response" equals a successful response based on achievement of certain key success factors (i.e. the

things that a response must accomplish to be considered successful) as follows:

- **Human Health**
  - No public injuries
  - No worker injuries
- **Natural Environment**
  - Source of discharge minimized
  - Source contained
  - Sensitive areas protected
  - Resource damage minimized
- **Economy**
  - Economic impact minimized
- **Public Communication**
  - Positive media coverage
  - Positive public perception
- **Stakeholders Support**
  - Minimize stakeholder impact
  - Stakeholders well informed
  - Positive meetings
  - Prompt Handling of claims
- **Organization**
  - Standard Response Mgmt Syst
  - Sufficient/Efficient resources

When conducting an oil spill response, ICs and their Command and General Staffs should always consider the "Best Response" concept while managing operational and support/coordination functions.

OPERATIONAL

Search and Rescue
Fire Fighting
Salvage and Lightering
Protection
Shoreline recovery
On-Water recovery
Dispersants
Assessment
In-Situ Burning
Wildlife
Disposal
Hazardous Substance

SUPPORT/COORDINATION

Public Information
Assisting and Cooperating Agencies
Environmental
Economic
Political
Claims
Natural Resource Damage
Investigations
Safety
Command Post Needs

OIL SPILL ACTIVITY SCENARIO AND MODULAR ORGANIZATION DEVELOPMENT

MODULAR DEVELOPMENT

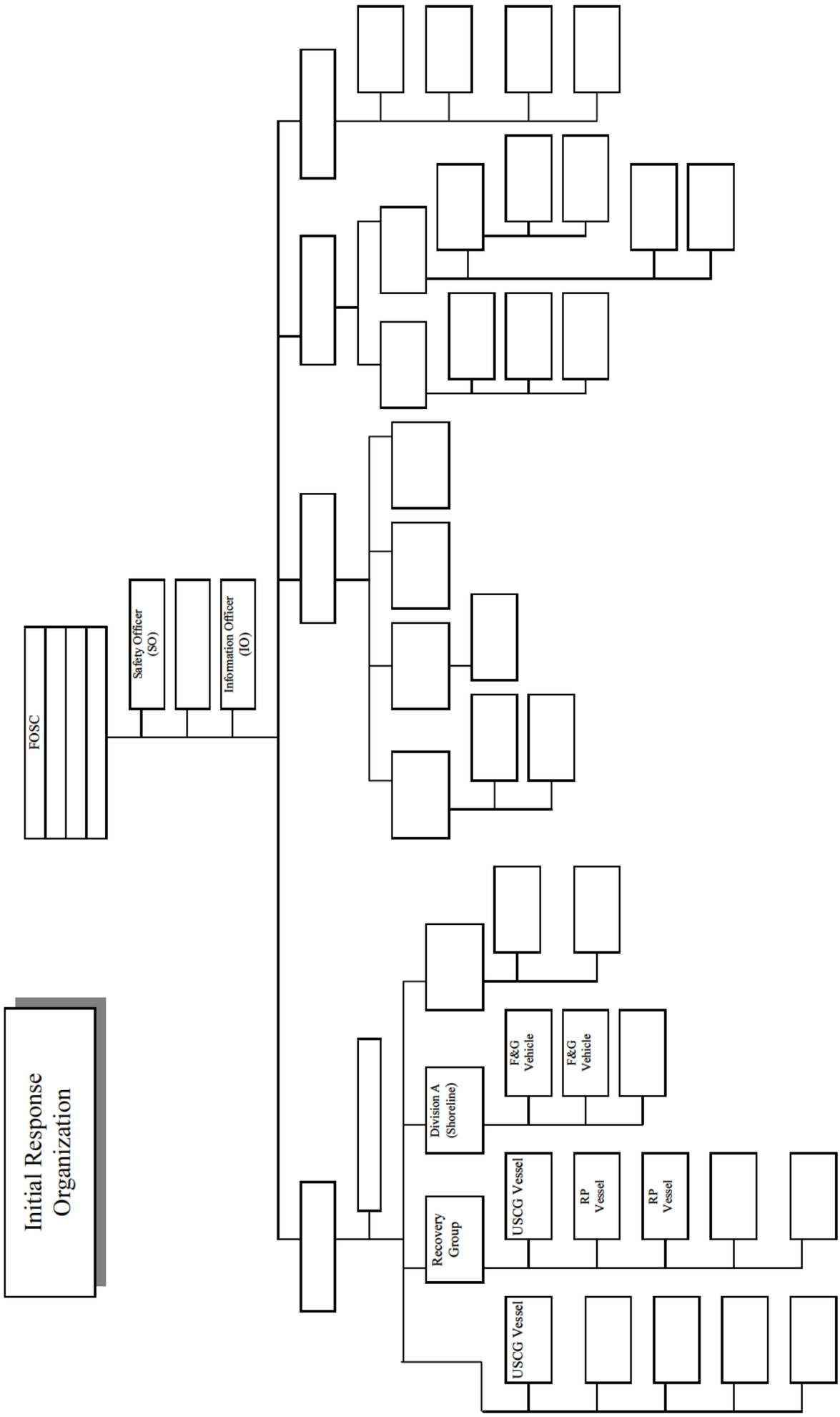
A series of examples of Modular Development are included to illustrate one method of expanding the Incident Organization at an oil spill incident. The examples shown are not meant to be restrictive, nor imply that these are the only ways to build an ICS organizational structure from an initial response to a multi-branch organization.

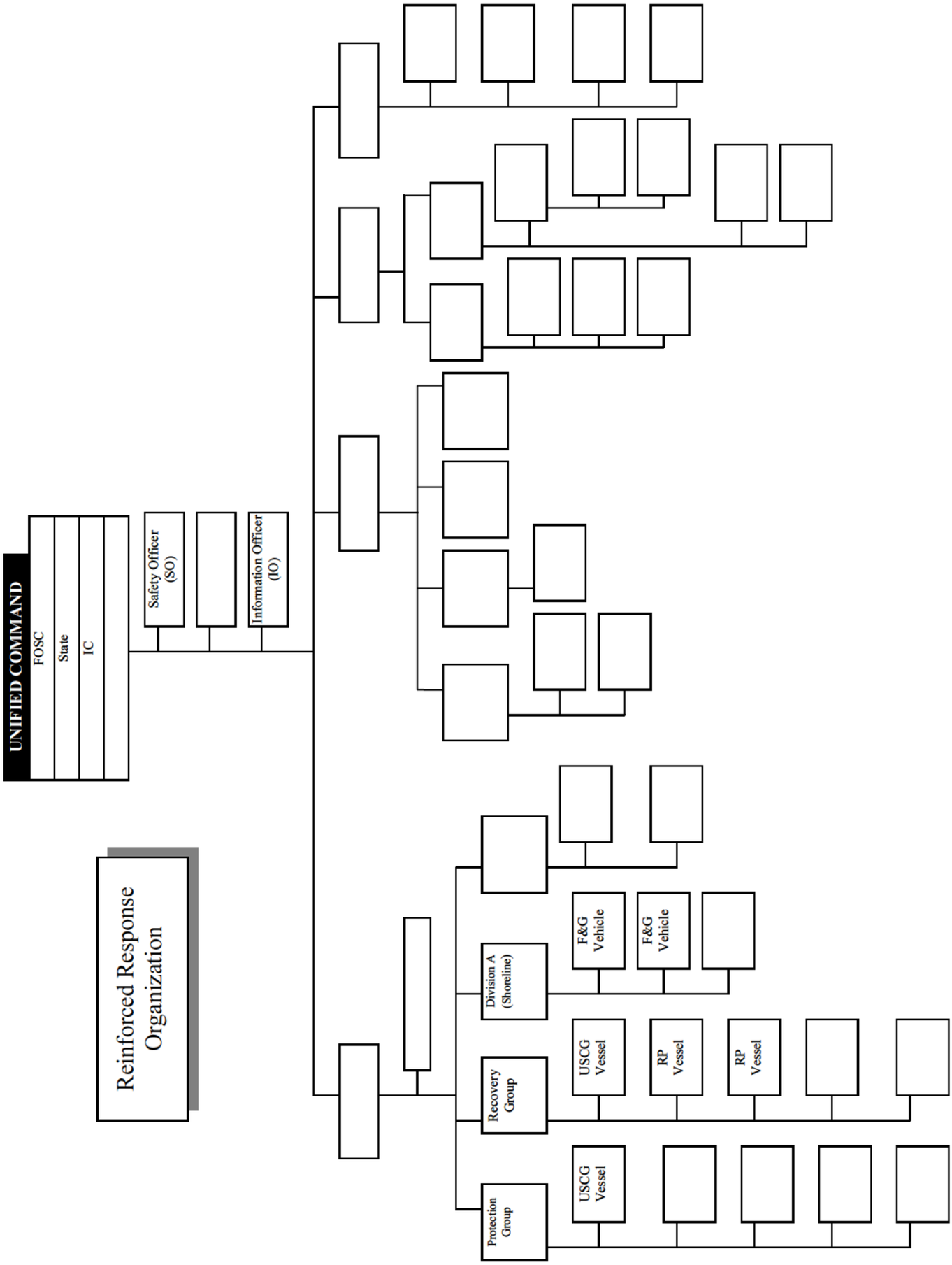
INITIAL RESPONSE ORGANIZATION - Initial Response resources are managed by the IC who will handle all Command and General Staff responsibilities. A UC is established. See Page 19-6 for an example of an oil spill initial response organization.

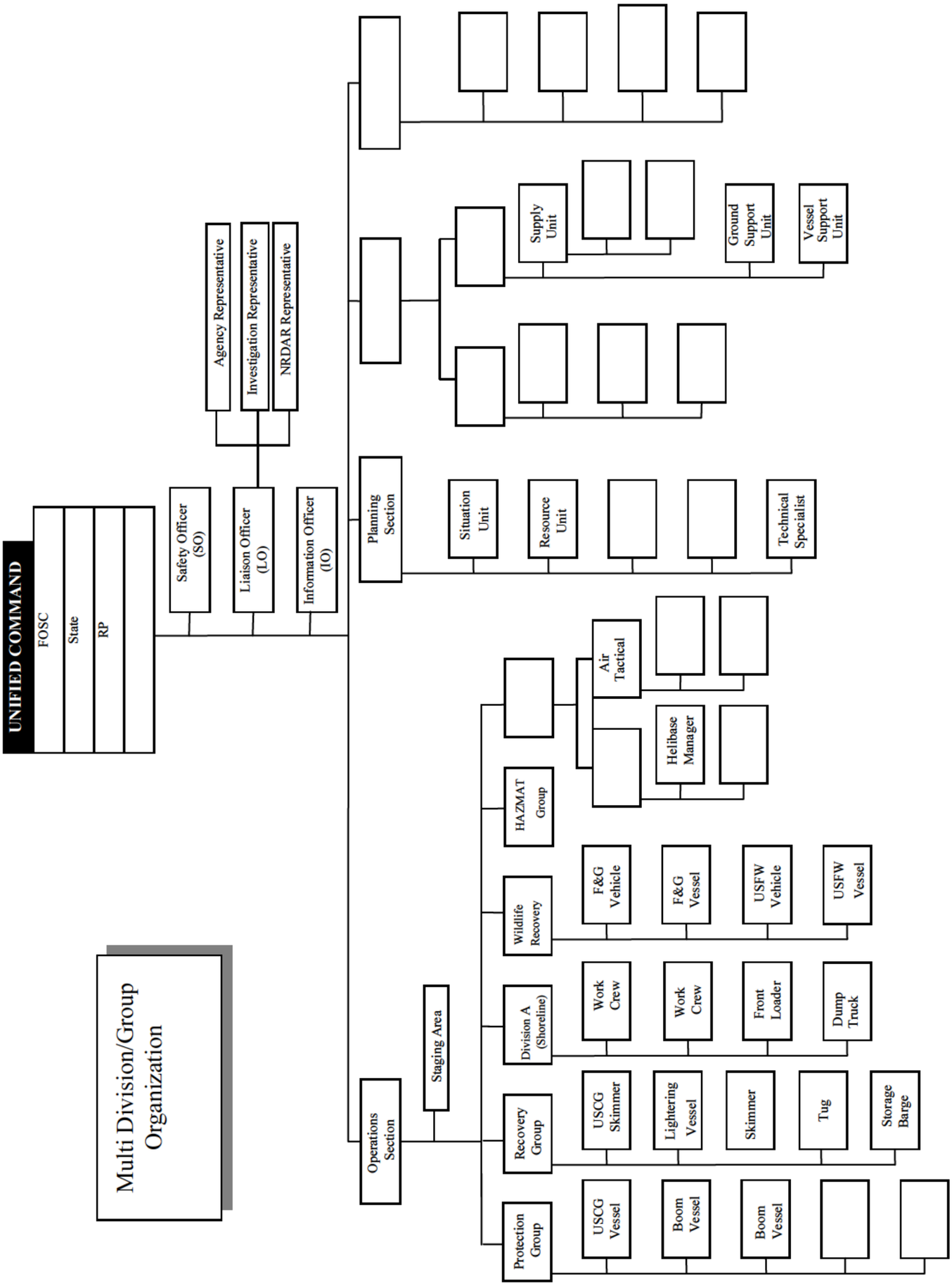
REINFORCED RESPONSE ORGANIZATION - The UC has established a Protection Group and a Recovery Group to manage on-water activities and a shoreline division to manage land-based resources. An SOFR and IO have been assigned. See Page 19-7 for an example of a reinforced response.

MULTI-DIVISION/GROUP ORGANIZATION - The UC has assigned all Command Staff positions and established a number of Divisions and Groups as well as an OSC and PSC. Some Logistic Units are established. See Page 19-8 for an example of a multi-division/group organization.

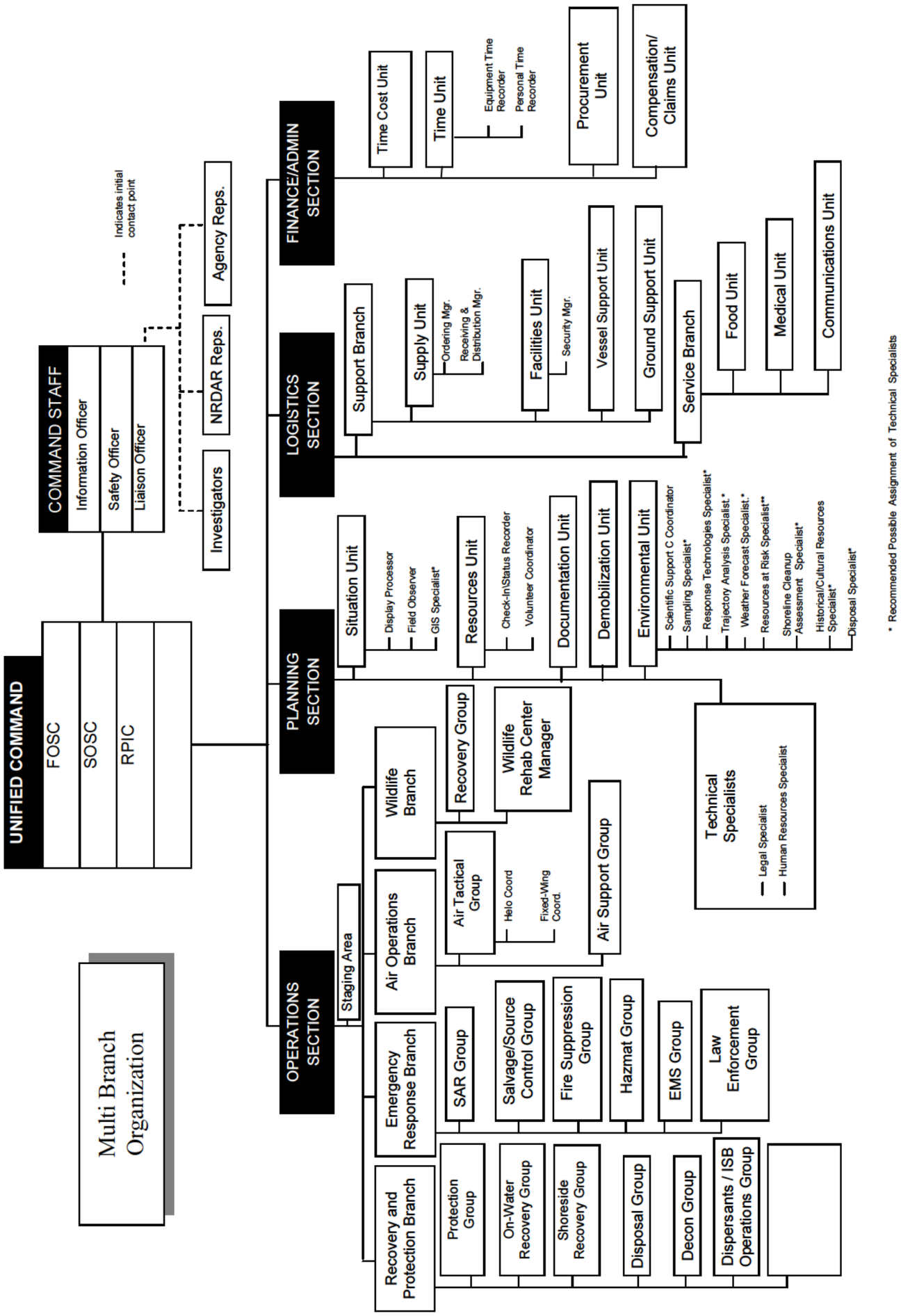
MULTI-BRANCH ORGANIZATION - The IC has established all Command and General Staff positions and has established four branches. See Page 19-9 for an example of an oil spill multi-branch organization.


Initial Response Organization
FOSC
Safety Officer (SO)
Information Officer (IO)
Recovery Group
Division A (Shoreline)
USCG Vessel
F&G Vehicle
F&G Vehicle
USCG Vessel
RP Vessel
RP Vessel


UNIFIED COMMAND
FOSC
State
IC
Safety Officer (SO)
Information Officer (IO)
Reinforced Response Organization
Division A (Shoreline)
F&G Vehicle
F&G Vehicle
Recovery Group
USCG Vessel
RP Vessel
RP Vessel
Protection Group
USCG Vessel


UNIFIED COMMAND
FOSC
State
RP
Safety Officer (SO)
Liaison Officer (LO)
Information Officer (IO)
Agency Representative
Investigation Representative
NRDAR Representative
Planning Section
Situation Unit
Resource Unit
Technical Specialist
Supply Unit
Ground Support Unit
Vessel Support Unit
Operations Section
Staging Area
Protection Group
Recovery Group
Division A (Shoreline)
Wildlife Recovery
HAZMAT Group
USCG Vessel
Boom Vessel
Boom Vessel
USCG Skimmer
Lightering Vessel
Skimmer
Tug
Storage Barge
Work Crew
Work Crew
Front Loader
Dump Truck
F&G Vehicle
F&G Vessel
USFW Vehicle
USFW Vessel
Air Tactical
Helibase Manager
Multi Division/Group Organization

 OIL SPILL


UNIFIED COMMAND
FOSC
SOSC
RPIC
COMMAND STAFF
Information Officer
Safety Officer
Liaison Officer
Indicates initial contact point
Investigators
NRDAR Reps.
Agency Reps.
Multi Branch Organization
OPERATIONS SECTION
Staging Area
Recovery and Protection Branch
Protection Group
On-Water Recovery Group
Shoreside Recovery Group
Disposal Group
Decon Group
Dispersants / ISB Operations Group
Emergency Response Branch
SAR Group
Salvage/Source Control Group
Fire Suppression Group
Hazmat Group
EMS Group
Law Enforcement Group
Air Operations Branch
Air Tactical Group
Helo Coord
Fixed-Wing Coord.
Air Support Group
Wildlife Branch
Recovery Group
Wildlife Rehab Center Manager
PLANNING SECTION
Situation Unit
Display Processor
Field Observer
GIS Specialist*
Resources Unit
Check-In\Status Recorder
Volunteer Coordinator
Documentation Unit
Demobilization Unit
Environmental Unit
Scientific Support C Coordinator
Sampling Specialist*
Response Technologies Specialist*
Trajectory Analysis Specialist.*
Weather Forecast Specialist.*
Resources at Risk Specialist**
Shoreline Cleanup Assessment Specialist*
Historical/Cultural Resources Specialist*
Disposal Specialist*
Technical Specialists
Legal Specialist
Human Resources Specialist
LOGISTICS SECTION
Support Branch
Supply Unit
Ordering Mgr.
Receiving & Distribution Mgr.
Facilities Unit
Security Mgr.
Vessel Support Unit
Ground Support Unit
Service Branch
Food Unit
Medical Unit
Communications Unit
FINANCE/ADMIN SECTION
Time Cost Unit
Time Unit
Equipment Time Recorder
Personal Time Recorder
Procurement Unit
Compensation/ Claims Unit
* Recommended Possible Assignment of Technical Specialists

 OIL SPILL

OIL SPILL SPECIFIC ICS POSITIONS AND TASK DESCRIPTIONS

INCIDENT COMMANDER – The IC for oil discharges will, whenever possible and practical, be organized under the UC Structure that includes, but is not limited to:

- The pre-designated FOSC
- The pre-designated State On-Scene Incident Commander (SOSC)
- The representative of the RP IC

The UC is responsible for the overall management of the incident. The UC directs incident activities including the development and implementation of strategic decisions and approves the ordering and releasing of resources. The UC may assign a Deputy IC to assist in carrying out IC responsibilities. IC tasks specific to oil spill events are:

a. Review IC Responsibilities in Chapter 6.
b. Review IC Job Aid.
c. Be cognizant of the primary objectives for oil spill response activities.
    - Ensure the safety of citizens and response personnel.
    - Control the source of the spill.
    - Manage a coordinated response effort.
    - Maximize protection of environmentally sensitive areas.
    - Contain and recover spilled material.
    - Recover and rehabilitate injured wildlife.
    - Remove oil from impacted areas.
    - Minimize economic impacts.
    - Keep stakeholders informed of response activities.
    - Keep the public informed of response

activities.

- Ensure that the source of a discharge is designated and that the RP advertises procedures by which claims may be presented or that the National Pollution Fund Center (NPFC) assumes this role.
- Inform the NPFC regarding the source of the discharge. NPFC will issue the required Notice of Designation.
- Refer all removal and damage claims to the RP or, if no identifiable RP, to the NPFC Claims Adjudication division.

FINANCE/ADMINISTRATION SECTION CHIEF – Refer to Page 10-2 for the Finance/Administration Section Chief position responsibilities. In addition, consult the References (d) and (e) for guidance on oil spill financial issues.

NRDAR REPRESENTATIVE - The Natural Resource Damage Assessment and Restoration (NRDAR) Representatives are responsible for coordinating NRDAR needs and activities of the trustee team. NRDAR activities generally do not occur within the structure, processes, and control of the ICS. However, particularly in the early phases of a spill response, many NRDAR activities overlap with the environmental assessment performed for the sake of spill response. Therefore, NRDAR Representatives should remain coordinated with the spill response organization through the LO, and they may need to work directly with the UC, Planning Section, Operations Section, and the NOAA SSC to resolve any problems or address areas of overlap. This includes close coordination with the LO for obtaining timely information on the spill and injuries to natural resources.

While NRDAR resource requirements and costs may fall outside the responsibility of the Logistics and Finance/Administrative Sections, coordination is important. The NRDAR Representative will coordinate NRDAR or injury determination activities.

a. Review Common Responsibilities in Chapter 2.
b. Review Agency Representative Responsibilities in Chapter 6.
c. Attend appropriate meetings to facilitate communication between NRDAR Team and IC/UC.
d. Provide status reports.
e. Coordinate with the LO, or the UC in the absence of an LO, to assure that NRDAR field activities do not conflict with response activities and to request logistical support for NRDAR field activities.
f. Seek the FOSC's cooperation in acquiring response-related samples or results of sample analysis applicable to NRDAR; (e.g., spilled petroleum product from source and/or oil from contaminated wildlife).
g. Support the UCs information needs through the IO.
h. Interact with appropriate units to collect information requested by the NRDAR Team.
i. Obtain necessary safety clearances for access to sampling sites.
j. Coordinate with other organizations to identify personnel available for NRDAR.

AIR TACTICAL GROUP SUPERVISOR - Air Tactical Group Supervisor tasks specific to oil spill events are: The coordination and scheduling of aircraft operations intended to locate, observe, track, surveil, support dispersant applications, or to be used for other deliverable response application techniques, or report

on the incident situation when fixed and/or rotary-wing aircraft are airborne at an incident. These coordination activities are normally performed by the Air Tactical Group Supervisor while airborne.

a. Review Air Tactical Group Supervisor Responsibilities in Chapter 7.
b. Obtain a briefing from the Air Operations Branch Director or the OPS.
c. Coordinate dispersant, in-situ burning, and bioremediation application through the Air Operations Branch Director.
d. Coordinate air surveillance mission scheduling and observer assignments with the SUL.
e. Identify remote sensing technology that may enhance surveillance capabilities.
f. Coordinate air surveillance observations and provide reports by the most direct methods available.
g. Report on air surveillance and operations activities to the Air Operations Branch Director.
h. Coordinate application-monitoring requirements with the Helicopter and Fixed-Wing Coordinators and the Situation Unit.
i. Report on air application activities to the Air Operation Branch Director.

HELICOPTER COORDINATOR - Helicopter Coordinator tasks specific to oil spill events are: The coordination and scheduling of helicopter operations intended to locate, observe, track, surveil, or report on the incident situation. The Helicopter Coordinator coordinates the application of dispersants, in-situ burning agents and bioremediation agents.

AIR TANKER/FIXED-WING COORDINATOR – The Air Tanker/Fixed-Wing Coordinator tasks specific to oil spill events are: The scheduling of fixed wing operations

intended to locate, observe. track, surveil, or report on the incident situation. The Air Tanker/Fixed-Wing Coordinator coordinates the aerial application of dispersants, in-situ burning agents and bioremediation agents.

RECOVERY AND PROTECTION BRANCH DIRECTOR - The Recovery and Protection Branch Director is responsible for overseeing and implementing the protection, containment and cleanup activities established in the IAP.

a. Review Branch Director responsibilities in Chapter 7.

PROTECTION GROUP SUPERVISOR - The Protection Group Supervisor is responsible for the deployment of containment, diversion, and adsorbent/absorbent materials in designated locations. Depending on the size of the incident, the Protection Group may be further divided into Teams, Task Forces and Single Resources.

a. Review Division/Group Supervisor responsibilities in Chapter 7.
b. Implement Protection Strategies in the IAP.
c. Direct, coordinate, and assess the effectiveness of protective actions.
d. Modify protective actions, as needed.
e. Maintain Unit/Activity Log (ICS Form 214).

ON WATER RECOVERY GROUP SUPERVISOR - The On Water Recovery Group Supervisor is responsible for managing on water recovery operations in compliance with the IAP. The Group may be further divided into Teams, Task Forces and Single Resources.

a. Review Division/Group Supervisor responsibilities in Chapter 7.
b. Implement Recovery Strategies in the IAP.
c. Direct, coordinate, and assess the effectiveness

of on water recovery actions.

d. Modify recovery actions as needed.
e. Maintain Unit Log (ICS 214-CG).

DISPERSANT OPERATIONS GROUP SUPERVISOR - The Dispersants Operations Group Supervisor is responsible for coordinating all aspects of a dispersant operation. For aerial applications, the Group works closely with the Air Tactical Group Supervisor.

a. Review Division/Group Supervisor responsibilities in Chapter 7.
b. Determine resource needs.
c. Assist the Planning Section in the development of dispersant operations and monitoring plans.
d. Implement approved dispersant operations and monitoring plans.
e. Manage dedicated dispersant resources and coordinate required monitoring.
f. Coordinate required monitoring.
g. Maintain Unit (ICS 214-CG).

IN-SITU BURN OPERATIONS GROUP SUPERVISOR
The In-Situ Burn Operations Group Supervisor is responsible for coordinating all aspects of an in-situ burn operation. For aerial ignition, the Group works closely with the Air Tactical Group Supervisor.

a. Review Division/Group Supervisor responsibilities in Chapter 7.
b. Determine resource needs.
c. Assist the Planning Section in the development of in-situ burn operations and monitoring plans.
d. Implement approved in-situ burn operations and monitoring plans.
e. Manage dedicated in-situ burning resources.
f. Coordinate required monitoring.
g. Maintain Unit Log (ICS 214-CG).

SHORESIDE RECOVERY GROUP SUPERVISOR - The Shoreside Recovery Group Supervisor is responsible for managing shoreside cleanup operations in compliance with the IAP. The Group may be further divided into Strike Teams, Task Forces, and Single Resources.

a. Review Division/Group Supervisor responsibilities in Chapter 7.
b. Implement Recovery Strategies in the IAP.
c. Direct, coordinate, and assess effectiveness of shoreside recovery actions.
d. Modify protective actions, as needed.
e. Maintain Unit Log (ICS 214-CG).

DISPOSAL GROUP SUPERVISOR - The Disposal Group Supervisor is responsible for coordinating the on-site activities of personnel engaged in collecting, storing, transporting, and disposing of waste materials. Depending on the size and location of the spill, the Disposal Group may be further divided into Teams, Task Forces, and Single Resources.

a. Review Division/Group Supervisor responsibilities in Chapter 7.
b. Implement the Disposal Portion of the IAP.
c. Ensure compliance with all hazardous waste laws and regulations.
d. Maintain accurate records of recovered material.
e. Maintain Unit Log (ICS 214-CG).

DECONTAMINATION GROUP SUPERVISOR - The Decontamination Group Supervisor is responsible for decontamination of personnel and response equipment in compliance with approved statutes.

a. Review Division/Group Supervisor responsibilities in Chapter 7.
b. Implement Decontamination Plan.
c. Determine resource needs.

d. Direct and coordinate decontamination activities.
e. Brief Site SOFR on conditions.
f. Maintain Unit Log (ICS 214-CG).

EMERGENCY RESPONSE BRANCH DIRECTOR - The Emergency Response Branch Director is primarily responsible for overseeing and implementing emergency measures to protect life, mitigate further damage to the environment, and stabilize the situation.

a. Review Branch Director responsibilities in Chapter 7.

SALVAGE/SOURCE CONTROL GROUP SUPERVISOR - Under the direction of the Emergency Response Branch Director, the Salvage/Source Control Group Supervisor is responsible for coordinating and directing all salvage/source control activities related to the incident.

a. Review Division/Group Supervisor responsibilities in Chapter 7.
b. Coordinate the development of Salvage/Source Control Plan.
c. Determine Salvage/Source Control resource needs.
d. Direct and coordinate implementation of the Salvage/Source Control Plan.
e. Manage dedicated salvage/Source Control resources.
f. Maintain Unit Log (ICS 214-CG).

WILDLIFE BRANCH DIRECTOR - The Wildlife Branch Director is responsible for minimizing wildlife injuries during spill responses; coordinating early aerial and ground reconnaissance of the wildlife at the spill site and reporting results to the SUL; advising on wildlife protection strategies, including diversionary booming placements, in-situ burning, and chemical

countermeasures; removing of oiled carcasses, employing wildlife hazing measures as authorized in the IAP; and recovering and rehabilitating impacted wildlife. A central Wildlife Processing Center should be identified and maintained for, evidence tagging, transportation, veterinary services, treatment and rehabilitation storage, and other support needs. The activities of private wildlife care groups, including those employed by the RP, will be overseen and coordinated by the Wildlife Branch Director.

a. Review Branch Director responsibilities in Chapter 7.
b. Develop the Wildlife Branch portion of the IAP.
c. Supervise Wildlife Branch operations.
d. Determine resource needs.
e. Review the suggested list of resources to be released and initiate recommendation for release of resources.
f. Assemble and disassemble teams/task forces assigned to the Wildlife Branch.
g. Report information about special activities, events, and occurrences to the OPS.
h. Assist the Volunteer Coordinator in determining training needs of wildlife recovery volunteers.
i. Maintain Unit Log (ICS 214-CG)

WILDLIFE RECOVERY GROUP SUPERVISOR - The Wildlife Recovery Group Supervisor is responsible for coordinating the search for collection and field tagging of dead and live impacted wildlife and transporting them to the processing center(s). This group should coordinate with the Planning Situation Unit in conducting aerial and group surveys of wildlife population in the vicinity of the spill. They should also deploy acoustic and visual wildlife hazing equipment, as needed.

a. Review Division/Group Supervisor responsibilities

in Chapter 7.

b. Determine resource needs.
c. Establish and implement protocols for collection and logging of impacted wildlife.
d. Coordinate transportation of wildlife to processing stations(s).
e. Maintain Unit Log (ICS 214-CG).

WILDLIFE REHABILITATION CENTER MANAGER - The Wildlife Rehabilitation Center Manager is responsible for the oversight of facility operations, including: receiving oiled wildlife at the processing center, recording essential information, collecting necessary samples, and conducting triage, stabilization, treatment, transport and rehabilitation of oiled wildlife. The Wildlife Rehabilitation Center Manager is responsible for assuring appropriate transportation to appropriate treatment centers for oiled animals requiring extended care and treatment.

a. Review Common Responsibilities in Chapter 2.
b. Determine resource needs and establish a processing station for impacted wildlife.
c. Process impacted wildlife and maintain logs.
d. Collect numbers/types/status of impacted wildlife and brief the Wildlife Branch Operations Director.
e. Coordinate the transport of wildlife to other facilities.
f. Coordinate release of recovered wildlife.
g. Implement Incident Demobilization Plan.
h. Maintain Unit Log (ICS 214-CG).

SCIENTIFIC SUPPORT COORDINATOR - The Scientific Support Coordinator (SSC) is a technical specialist and is defined in the NCP as the principal advisor to the FOSC for scientific issues. The SSC is responsible for providing expertise on chemical hazards, field observations, trajectory analysis,

resources at risk, environmental tradeoffs of countermeasures and cleanup methods, and information management. The SSC is also charged with gaining consensus on scientific issues affecting the response, but also ensuring that differing opinions within the scientific community are communicated to the incident command. Additionally, the SSC is responsible for providing data on weather, tides, currents, and other applicable environmental conditions. The SSC can serve as the Environmental Unit Leader.

a. Review Common Responsibilities in Chapter 2.
b. Review Technical Specialist Job Aid.
c. Attend planning meetings.
d. Determine resource needs.
e. Provide overflight maps and trajectory analysis, including the actual location of oil, to the Situation Unit.
f. Provide weather, tidal and current information.
g. Obtain consensus on scientific issues affecting the response.
h. In conjunction with Natural Resource Trustee Representatives and the FOSC's Historical/Cultural Resources Specialist, develop a prioritized list of resources at risk, including threatened and endangered species.
i. Provide information on chemical hazards.
j. Evaluate environmental tradeoffs of countermeasures and cleanup methods, and response endpoints.
k. Maintain Unit Log (ICS 214-CG)

SAMPLING TECHNICIAL SPECIALIST - The Sampling Technical Specialist is responsible for providing a sampling plan for the coordinated collection, documentation, storage, transportation, and submittal to appropriate laboratories for analysis or storage.

a. Review Common Responsibilities in Chapter 2.

b. Review Technical Specialist Job Aid.
c. Determine resource needs.
d. Participate in planning meetings as required.
e. Identify and alert appropriate laboratories.
f. Meet with team to develop an initial sampling plan and strategy, and review sampling and labeling procedures.
g. Set up site map to monitor the location of samples collected and coordinate with GIS staff. Coordinate sampling activities with the NRDAR Representative, Investigation Team, and legal advisors.
h. Provide status reports to appropriate requesters.
i. Maintain Unit Log (ICS 214-CG).

RESPONSE TECHNOLOGIES SPECIALIST - The Response Technologies Specialist is responsible for evaluating the opportunities to use various response technologies, including mechanical containment and recovery, dispersant or other chemical countermeasures, in-situ burning, and bioremediation. The specialist will conduct the consultation and planning required by deploying a specific response technology, and by articulating the environmental tradeoffs of using or not using a specific response technique.

a. Review Common Responsibilities in Chapter 2.
b. Review Technical Specialist Job Aid.
c. Participate in planning meetings, as required.
d. Determine resource needs.
e. Gather data pertaining to the spill, including spill location, type and amount of petroleum spilled, physical and chemical properties, weather and sea conditions, and resources at risk.
f. Identify the available response technologies (RT) that may be effective on the specific spilled petroleum.
g. Make initial notification to all agencies that have

authority over the use of RT.

h. Keep the PSC advised of RT issues.
i. Provide status reports to appropriate requesters.
j. Establish communications with the RRT to coordinate RT activities.
k. Maintain Unit Log (ICS 214-CG).

TRAJECTORY ANALYSIS TECHNICAL SPECIALIST - The Trajectory Analysis Technical Specialist is responsible for providing to the UC, projections and estimates of the movement and behavior of the spill. The specialist will combine visual observations, remote sensing information, and computer modeling, as well as observed and predicted tidal, current, and weather data to form these analyses.

Additionally, the specialist is responsible for interfacing with local experts (weather service, academia, researchers, etc.) in formulating these analyses. Trajectory maps, over-flight maps, tides and current data, and weather forecasts will be supplied by the specialist to the Situation Unit for dissemination throughout the ICP.

a. Review Common Responsibilities in Chapter 2.
b. Review Technical Specialist Job Aid.
c. Schedule and conduct spill observations/over-flights, as needed.
d. Gather pertinent information on tides, currents and weather from all available sources.
e. Provide a trajectory and over-flight maps, weather forecasts, and tidal and current information.
f. Provide briefing on observations and analyses to the proper personnel.
g. Demobilize in accordance with the Incident Demobilization Plan.
h. Maintain Unit Log (ICS 214-CG).

WEATHER FORECAST TECHNICAL SPECIALIST - The Weather Forecast Technical Specialist is responsible for acquiring and reporting incident-specific weather forecasts. The specialist will interpret and analyze data from NOAA's National Weather Service and other sources. This person will be available to answer specific weather related response questions and coordinate with the Scientific Support Coordinator and Trajectory Analysis Specialist as needed. The specialist will provide weather forecasts to the Situation Unit for dissemination throughout the ICP.

a. Review Common Responsibilities in Chapter 2.
b. Gather pertinent weather information from all appropriate sources.
c. Provide incident-specific weather forecasts on an assigned schedule.
d. Provide briefings on weather observations and forecasts to the proper personnel.
e. Maintain Unit Log (ICS 214-CG).

RESOURCES AT RISK (RAR) TECHNICAL SPECIALIST - The Resources at Risk (RAR) Technical Specialist is responsible for the identification of resources thought to be at risk from exposure to the spilled oil through the analysis of known and anticipated oil movement, and the location of natural, economic resources, and historic properties. The RAR Technical Specialist considers the relative importance of the resources and the relative risk to develop a priority list for protection.

a. Review Common Responsibilities in Chapter 2.
b. Review Technical Specialist Job Aid.
c. Participate in planning meetings as required.
d. Determine resource needs.
e. Obtain current and forecasted status information from the Situation Unit.

f. Following consultation with Natural Resource Trustee Representatives, identify natural RAR, including threatened and endangered species, and their critical habitat.
g. Following consultation with the FOSC's Historical/Cultural Resources Specialist, identify historic properties at risk.
h. Identify socio-economic resources at risk.
i. In consultation with Natural Resource Trustee Representatives, Land Management Agency Representatives, and the FOSC's Historical/Cultural Resources Specialist, develop a prioritized list of the resources at risk for use by the Planning Section.
j. Provide status reports to appropriate requesters.
k. Maintain Unit Log (ICS 214-CG).

SHORELINE CLEANUP ASSESSMENT TECHNICAL SPECIALIST The Shoreline Cleanup Assessment Technical Specialist is responsible for providing appropriate cleanup recommendations as to the types of the various shorelines and the degree to which they have been impacted. This technical specialist will recommend the need for, and the numbers of, Shoreline Cleanup Assessment Teams (SCATs) and will be responsible for making cleanup recommendations to the Environmental Unit Leader. Additionally, this specialist will recommend cleanup endpoints that address the question of "**How clean is clean?"**

a. Review Common Responsibilities in Chapter 2.
b. Review Technical Specialist Job Aid.
c. Obtain a briefing and special instructions from the Environmental Unit Leader.
d. Participate in Planning Section meetings.
e. Recommend the need for and number of SCATs.
f. Describe shoreline types and oiling conditions.
g. Identify sensitive resources (ecological,

recreational, historical properties, economic).

h. Recommend the need for cleanup. In consultation with Natural Resource Trustee Representatives, Land Management Agency Representatives, and the FOSC's Historical/Cultural Resources Specialist.
i. Recommend cleanup priorities. In consultation with Natural Resource Trustee Representatives, Land Management Agency Representatives, and the FOSC's Historical/Cultural Resources Specialist.
j. Monitor cleanup effectiveness.
k. Recommend shoreline cleanup methods and endpoints
l. Maintain Unit Log (ICS 214-CG).

HISTORICAL/CULTURAL RESOURCES TECHNICAL SPECIALIST - The Historical/Cultural Resources Technical Specialist is responsible for identifying and resolving issues related to any historical or cultural sites that are threatened or impacted during an incident. The Specialist must understand and be able to implement a "Programmatic Agreement on Protection of Historic Properties" (Consult NRT's document "Programmatic Agreement on the Protection of Historic Properties During Emergency Response under the NCP" for guidance) as well as consulting with State Historic Preservation Officers (SHPO), land management agencies, appropriate native tribes and organizations, and other concerned parties. The technical specialist must identify historical/cultural sites and develop strategies for protection and cleanup of those sites in order to minimize damage.

a. Review Common Responsibilities in Chapter 2.
b. Review Agency Representative Responsibilities in Chapter 6.
c. Review Technical Specialist Job Aid.

d. Implement the Programmatic Agreement (PA) for the FOSC.
e. If a PA is not used, coordinate Section 106 consultations with the SHPO.
f. Consult and reach consensus with the concerned parties on affected historical/cultural sites.
g. Identify and prioritize threatened or impacted historical/cultural sites.
h. Develop response strategies to protect historical/cultural sites.
i. Participate in the testing and evaluation of cleanup techniques used on historical/cultural sites.
j. Ensure compliance with applicable Federal/State regulations.
k. Maintain Unit Log (ICS 214-CG).

DISPOSAL (WASTE MANAGEMENT) TECHNICAL SPECIALIST - The Disposal (Waste Management) Technical Specialist is responsible for providing the OSC with a Disposal Plan that details the collection, sampling, monitoring, temporary storage, transportation, recycling, and disposal of all anticipated response wastes.

a. Review Common Responsibilities in Chapter 2.
b. Review Technical Specialist Job Aid.
c. Determine resource needs.
d. Participate in planning meetings as required.
e. Develop a Pre-Cleanup Plan and monitor pre-cleanup operations, if appropriate.
f. Develop a detailed Waste Management Plan.
g. Calculate and verify the volume of petroleum recovered, including petroleum collected with sediment/sand, etc.
h. Provide status reports to appropriate requesters.
i. Maintain Unit Log (ICS 214-CG).

CHAPTER 20

HAZARDOUS SUBSTANCE
(Chemical, Biological, Radiological, and Nuclear)

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2. Introduction 20-2

3. Hazardous Substance Incident Scenario and Modular Organization Development 20-8
   a. Land Based Incident 20-8
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CHAPTER 20

HAZARDOUS SUBSTANCE
(Chemical, Biological, Radiological, and Nuclear)

References:
(a) National Response Plan (NRP)
(b) National Incident Management System (NIMS)
(c) National Contingency Plan (NCP)
(d) Technical Specialist Job Aid

INTRODUCTION

There are numerous scenarios that provide an opportunity for the Coast Guard to become involved in Hazardous Substance/Material (CBRN- Chemical, Biological, Radiological, Nuclear) releases. The Coast Guard is a regulatory agency for industries involved in the transport of hazardous substances, routinely supports other agencies in their response to hazardous substance releases, and may become involved in hazardous substance releases when responding or supporting responses to other incidents such as terrorist actions, oil spills from refrigerated cargo ships, accidents at non-transportation related facilities that may be located within a COTP Zone, etc. It is impossible to address all possible ICS organizations that may result from the above scenarios. Therefore, this chapter will review two possible scenarios involving hazardous substances/materials. One will be a land based facility type event, and the second a will be marine type incident in an offshore area. Both will show the modular development of the ICS organization.

It is important to note that the majority of hazardous substance releases, like oil spills, are small events that will not and should not result in a response beyond that

of an initial or reinforced response organization. It should also be noted that the capabilities in various COTP zones throughout the country vary greatly. The COTP must have knowledge of the local government response capability and be familiar with their ICs as this will affect the degree of leadership and control that the Coast Guard will be expected to take in hazardous substance/material events. In areas where the state and local government have a strong hazardous substance/materials response program, the Coast Guard may be primarily in a support role during the emergency phases. In areas where there is no hazardous substance capability, the Coast Guard may be expected to take a much stronger leadership role.

In this regard, there may also be reasons to expand the UC beyond the FOSC, SOSC, and Responsible Party IC (RPIC) participation that has become the standard for oil spill response. The UC represented in this chapter reflects the possible levels of participation that may be seen in some locations and situations for hazardous substance incidents. Annual pre-incident planning meetings of all possible stakeholders are essential and highly recommended for determining the response capabilities and personalities that may be involved in the real event for a specific local area or region. These annual meetings will assist the FOSC in determining what level of UC participation will be required for his/her area.

There are different definitions used for hazardous response throughout the transportation, response and regulatory communities. Hazardous substances are referred to as hazardous materials, noxious substances, chemicals, biological, radiological, nuclear, CBRN, and other names. In this section, you will find “hazardous substances” referred to as hazardous

substance/material.

This is in consideration of the fact that in laws that are the basis for Coast Guard response authority (OPA-90, CERCLA, RCRA) the term hazardous substance is used, however, fire and police departments nationwide refer to chemical response activity as hazardous materials response. Since most hazardous substance responses will include City, County, Regional, and State Fire and Law Enforcement Agencies, the ICS organizations in this section will include both terms.

The organizations have been modified in this section to reflect that under OPA 90 regulations, the responsible party (RP) who has had the release is mandated to follow an approved Facility Response Plan (FRP) or Vessel Response Plan (VRP), to provide a spill management team for managing the release, and to become a member of the UC.

Response to a biological incident in the coastal zone can range from the illegal disposal of medical waste to the intentional release of a disease-causing organism. Initial response actions to a biological incident will depend on the type of incident and the cause/or suspected cause of the incident (i.e. terrorist act).

The Coast Guard Incident Commander's response to biological incidents most likely will involve the use of both the Captain of the Port and Federal On-scene Coordinator (FOSC) authorities. The FOSC role is limited to disease causing agents that exist outside a host for a period of time and which can be physically removed from the environment.

If the biological incident is suspected or confirmed to be the result of a terrorist act, response to the incident

should be initiated using this Chapter, the Terrorism Chapter, the National Response Plan, and the Area Maritime Security Plan.

A radiological incident involves the release or potential release of radioactive material that poses an actual or perceived hazard to public safety, national security and/or the environment.

The U.S. Coast Guard's jurisdiction as the Coordinating Agency for a radiological incident is limited in both geographic area and authority. In radiological incidents where the Coast Guard has jurisdiction and there is no involvement of terrorism the Coast Guard Incident Commander responds under the NCP. For any radiological incidents where terrorism is involved, the Department of Energy is the Coordinating Agency responding under the NRP and the Coast Guard is a cooperating agency. The National Response Plan limits the Coast Guard's Coordinating Agency role for radiological incidents to "*certain areas of the coastal zone.*" In addition to geographic limitations, the scope of the Coast Guard's jurisdiction as the Coordinating Agency is limited to those radiological incidents that do not involve a terrorist act.

The role of Coordinating Agency for radiological incidents in the maritime environment can reside with several different federal agencies depending on geographic location, accountability for the radiological source, and the suspected or actual involvement of terrorism.

For any terrorist event involving non-Department of Defense or non-Nuclear Regulatory Committee (NRC) radioactive material, the Department of Energy (DOE) will assume the role of Coordinating Agency to address

the radiological aspects of the response. Please see the NRP for more information.

The Hazardous Substance/Materials organization module is designed to provide an organization structure that will provide necessary supervision and control for the essential functions required at virtually all Hazardous Substance/Materials incidents. This is based on the premise that controlling the tactical operations of companies and movement of personnel and equipment will provide a greater degree of safety and also reduce the probability of spreading of contaminants. The Hazardous Substance/Materials Group Supervisor will direct the primary functions, and all resources that have a direct involvement with hazardous materials will be supervised by one of the functional leaders, the Hazardous Substances/Materials Group Supervisor, or when activated the Hazardous Substances/Materials Branch Director.

Since the Logistics Section and Finance Sections, if formed during a hazardous substance response, will reflect the same functional requirements as in the generic ICS organization, they have not been included in the organizational charts for this chapter.

UNIFIED COMMAND

A hazardous substances/materials release may bring together a greater number and a wider variety of agencies than any other single incident the Coast Guard may face. It is assumed that all hazardous materials incidents will be managed under UC principles because in virtually all cases, fire, law enforcement, and public health agencies will have some statutory functional responsibility for IC and Control and mitigation.

Depending on incident factors, several other agencies will respond to a hazardous materials incident. The best method of ensuring effective information flow and coordination between the responding agencies at the scene of a multi-agency incident is to establish an ICP and the use of a UC. Each key response agency should provide a representative to remain at the ICP who will have authority to speak for and commit agency resources. The Assisting Agencies Section of this document lists some of the typical functional responsibilities of law enforcement and health agencies.

HAZARDOUS SUBSTANCE SCENARIO AND MODULAR ORGANIZATION DEVELOPEMENT

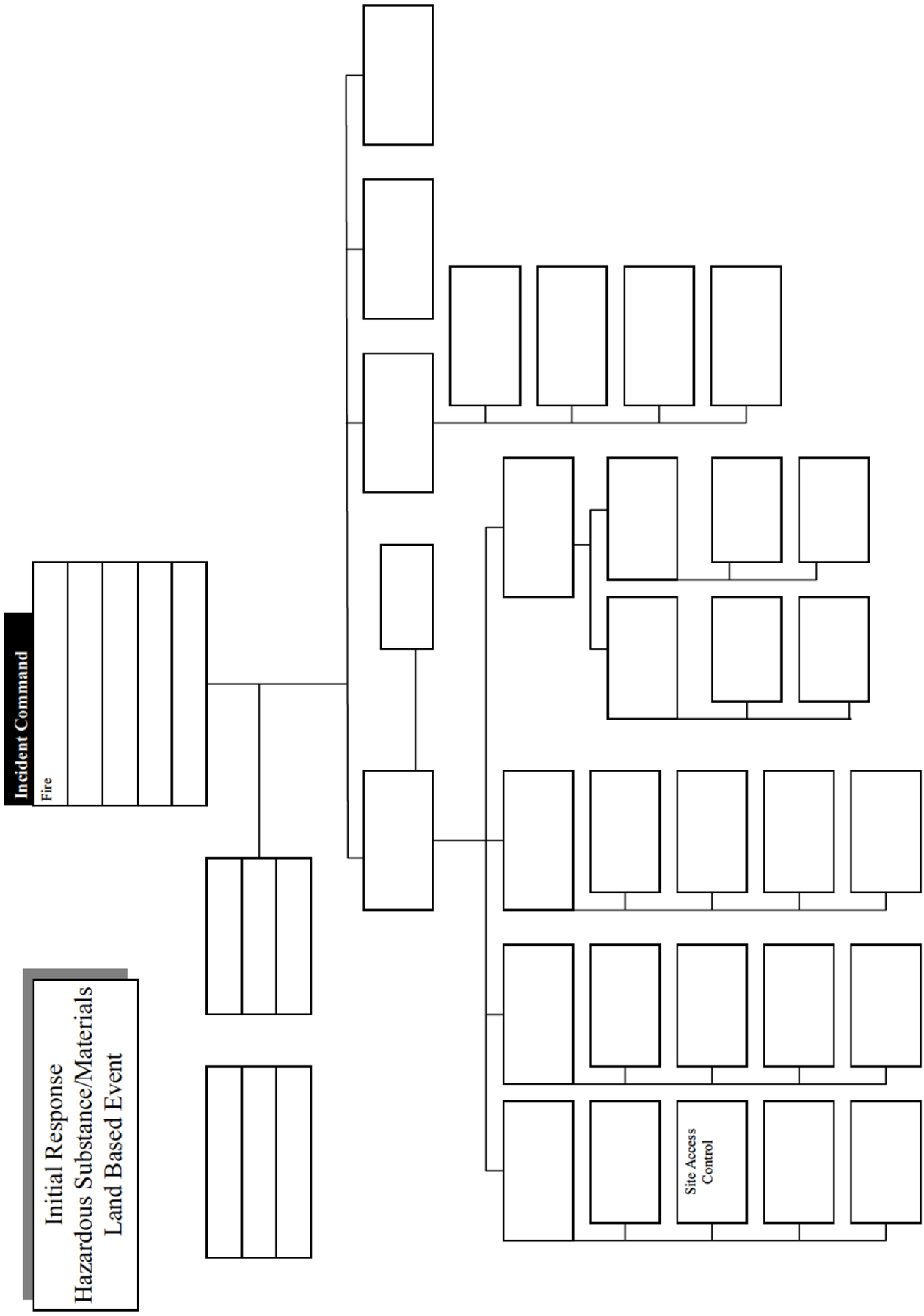
MODULAR DEVELOPMENT FOR A LAND BASED TYPE EVENT - A series of examples of modular development are included to illustrate one method of expanding the incident organization.

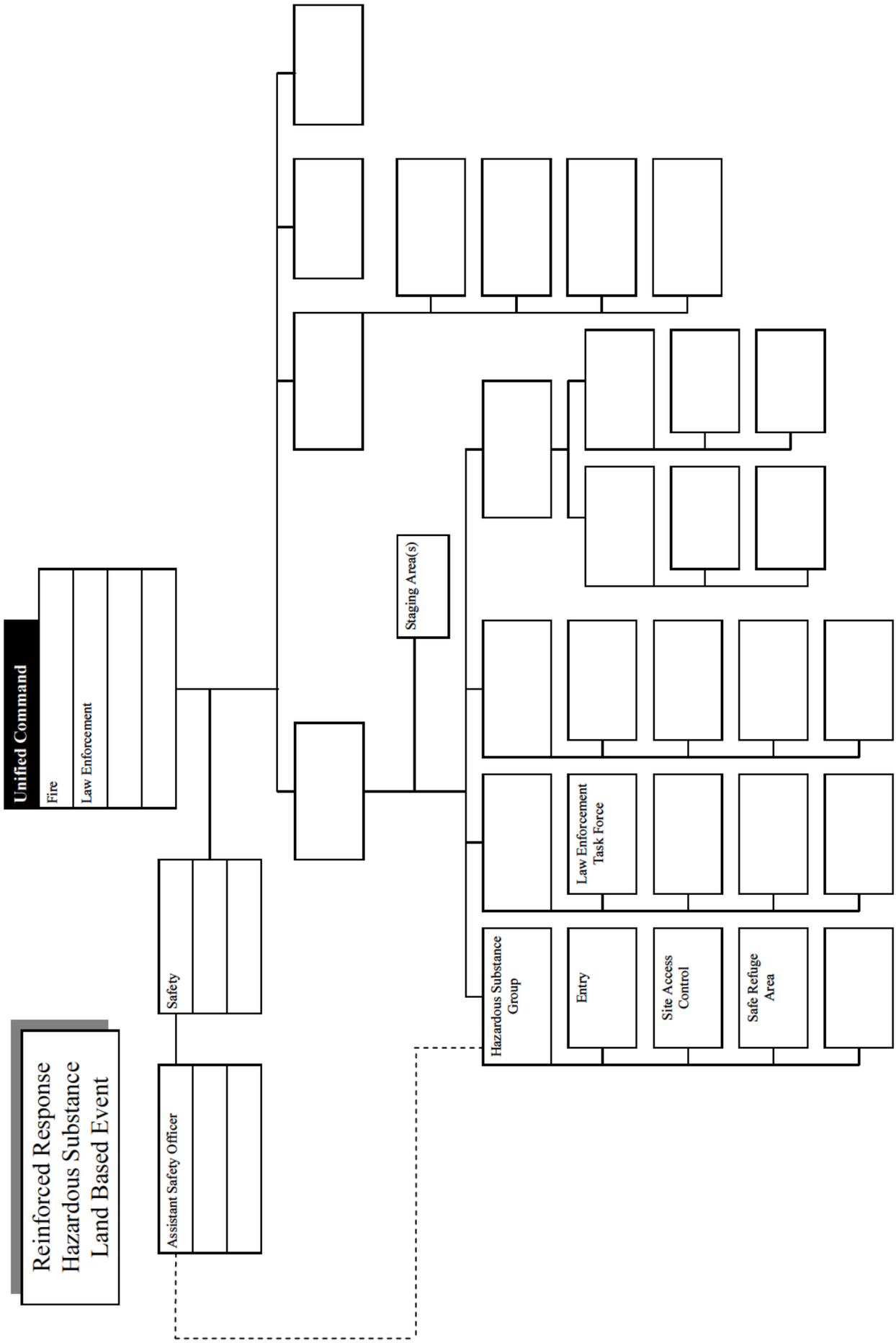
INITIAL RESPONSE ORGANIZATION (LAND BASED TYPE EVENT) - The ICs will handle all Command and General Staff responsibilities and manage initial response resources. See Page 20-9 for an example of an Initial Response Organization.

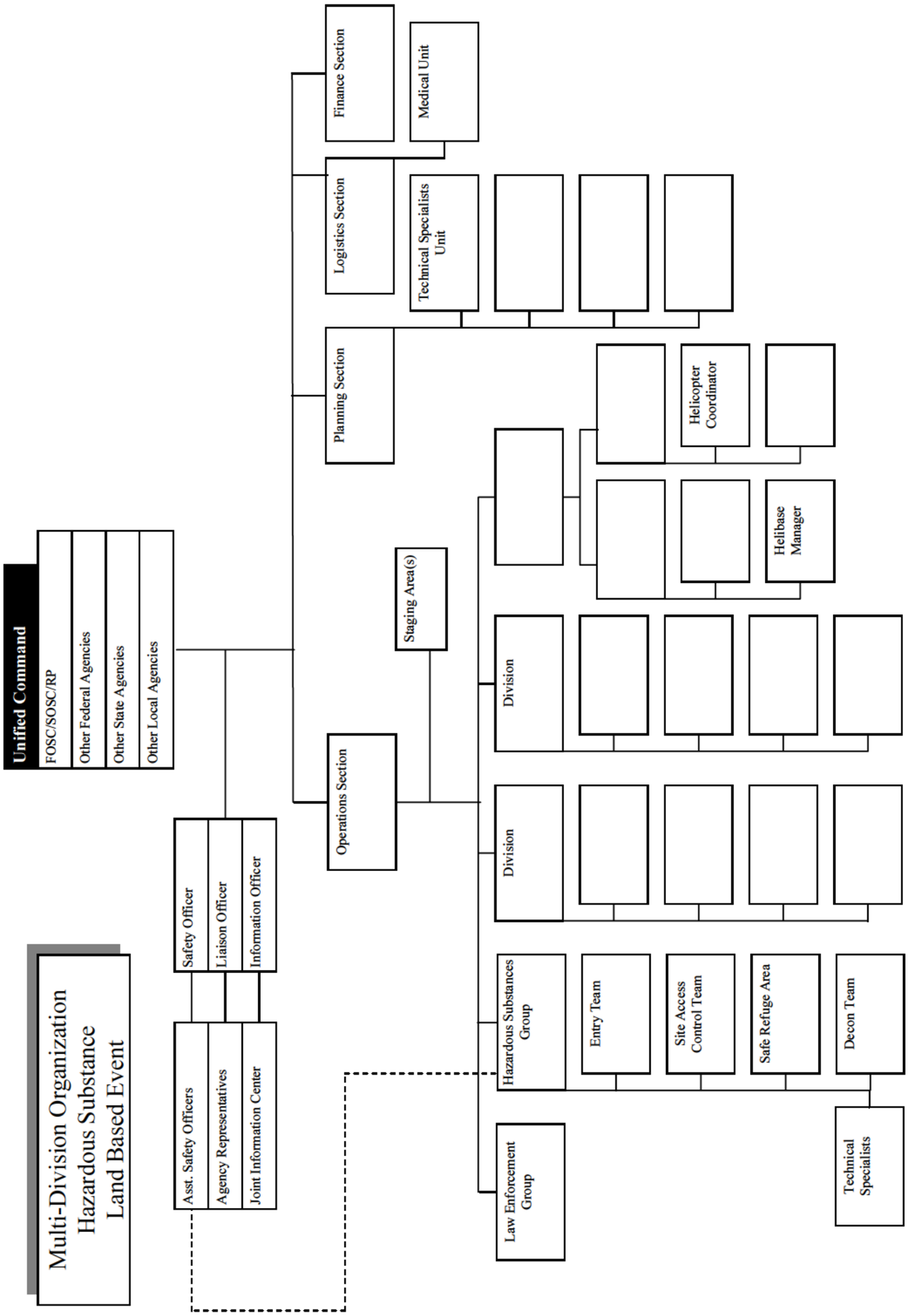
REINFORCED RESPONSE ORGANIZATION (LAND BASED TYPE EVENT) - The two IC's have met and have established a UC. They have established a Hazardous Materials Group to manage all activities around the Control Zones and have organized Law Enforcement Units into a Task Force to isolate the Operational Area. The IC's have decided to establish a Planning Section, a Staging Area and a SO. See Page 20-10 for an example of a Reinforced Response Organization.

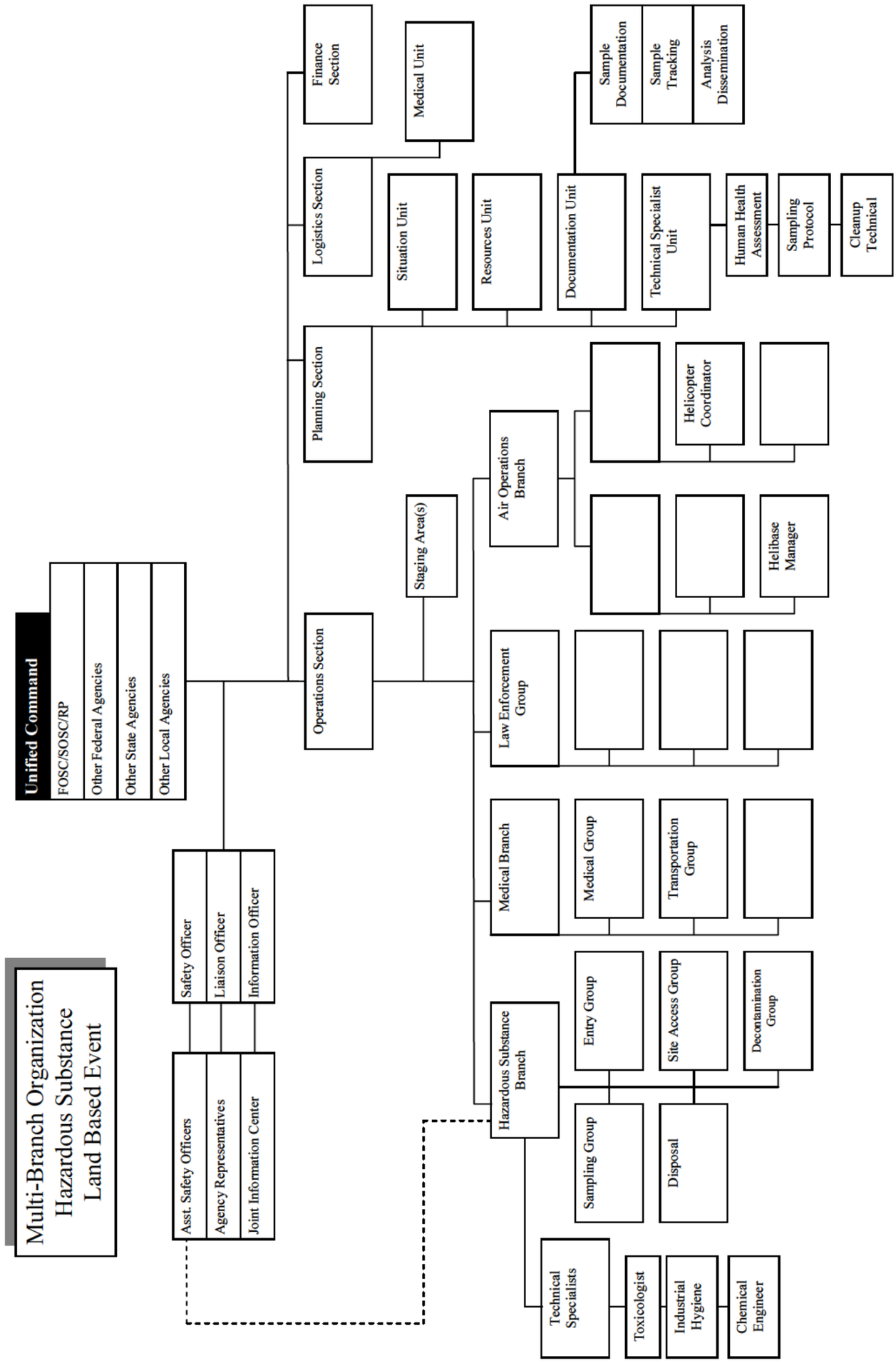
MULTI-DIVISION/GROUP ORGANIZATION (LAND BASED TYPE EVENT) - The UC has activated most Command and General Staff positions and has established a combination of Divisions and Groups. See Page 20-11 for an example of a Multi-Division/Group Organization

MULTI BRANCH ORGANIZATION FOR A LAND BASED TYPE EVENT - The UC has activated all Command and General Staff positions and has established four branches in the OPS. See Page 20-12 for an example of a Multi-Branch Organization.


Incident Command
Fire
Initial Response
Hazardous Substance/Materials
Land Based Event
Site Access
Control


Reinforced Response
Hazardous Substance
Land Based Event
Unified Command
Fire
Law Enforcement
Safety
Assistant Safety Officer
Staging Area(s)
Hazardous Substance Group
Entry
Law Enforcement Task Force
Site Access Control
Safe Refuge Area


Multi-Division Organization
Hazardous Substance
Land Based Event
Unified Command
FOSC/SOSC/RP
Other Federal Agencies
Other State Agencies
Other Local Agencies
Safety Officer
Liaison Officer
Information Officer
Asst. Safety Officers
Agency Representatives
Joint Information Center
Finance Section
Logistics Section
Planning Section
Operations Section
Medical Unit
Technical Specialists Unit
Staging Area(s)
Division
Division
Helicopter Coordinator
Helibase Manager
Hazardous Substances Group
Law Enforcement Group
Entry Team
Site Access Control Team
Safe Refuge Area
Decon Team
Technical Specialists


Multi-Branch Organization
Hazardous Substance
Land Based Event
Unified Command
FOSC/SOSC/RP
Other Federal Agencies
Other State Agencies
Other Local Agencies
Safety Officer
Liaison Officer
Information Officer
Asst. Safety Officers
Agency Representatives
Joint Information Center
Finance Section
Logistics Section
Planning Section
Operations Section
Medical Unit
Situation Unit
Resources Unit
Documentation Unit
Technical Specialist Unit
Sample Documentation
Sample Tracking
Analysis Dissemination
Human Health Assessment
Sampling Protocol
Cleanup Technical
Staging Area(s)
Air Operations Branch
Helicopter Coordinator
Helibase Manager
Law Enforcement Group
Medical Branch
Medical Group
Transportation Group
Hazardous Substance Branch
Entry Group
Site Access Group
Decontamination Group
Sampling Group
Disposal
Technical Specialists
Toxicologist
Industrial Hygiene
Chemical Engineer

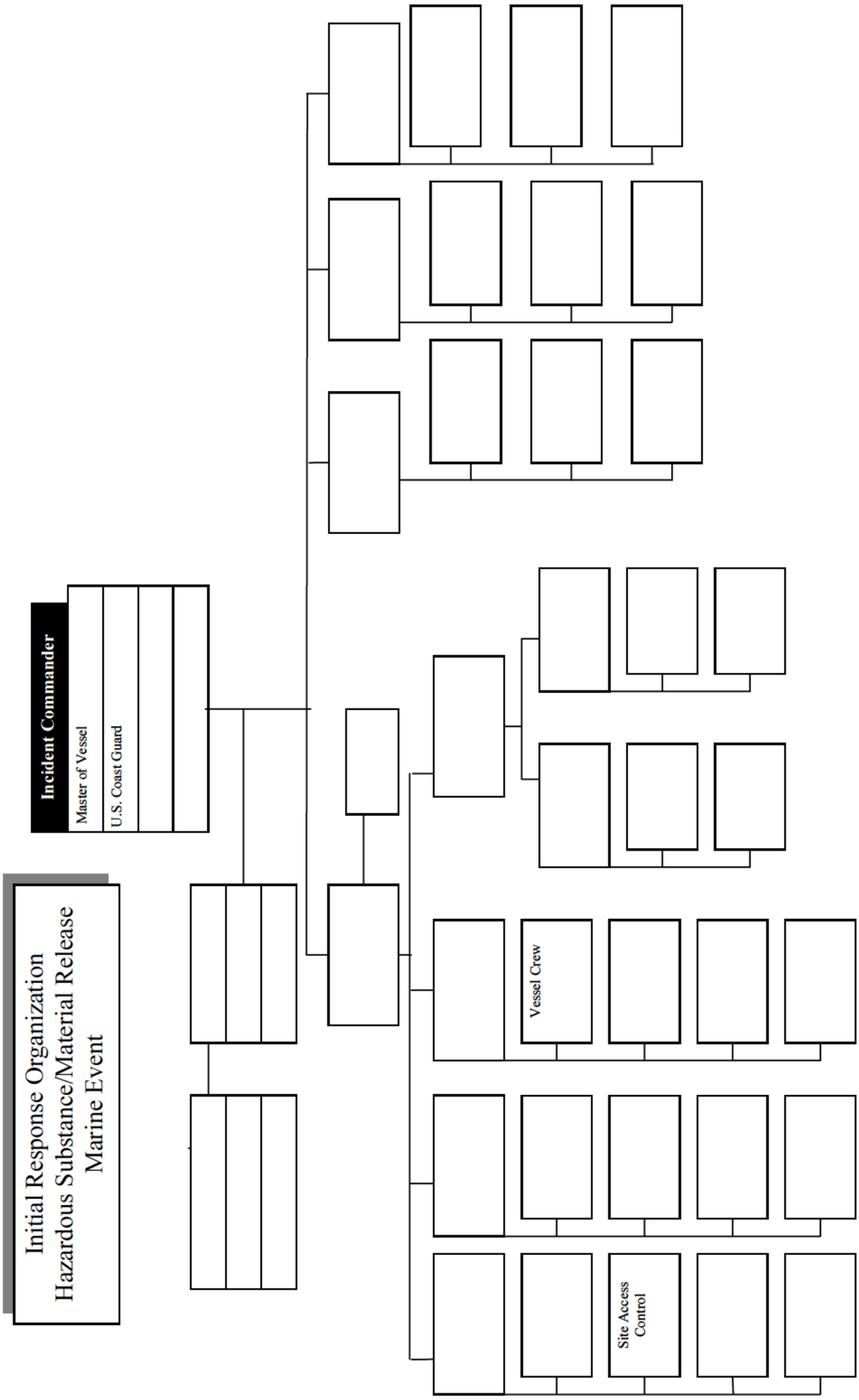
MODULAR DEVELOPMENT (MARINE TYPE EVENT)

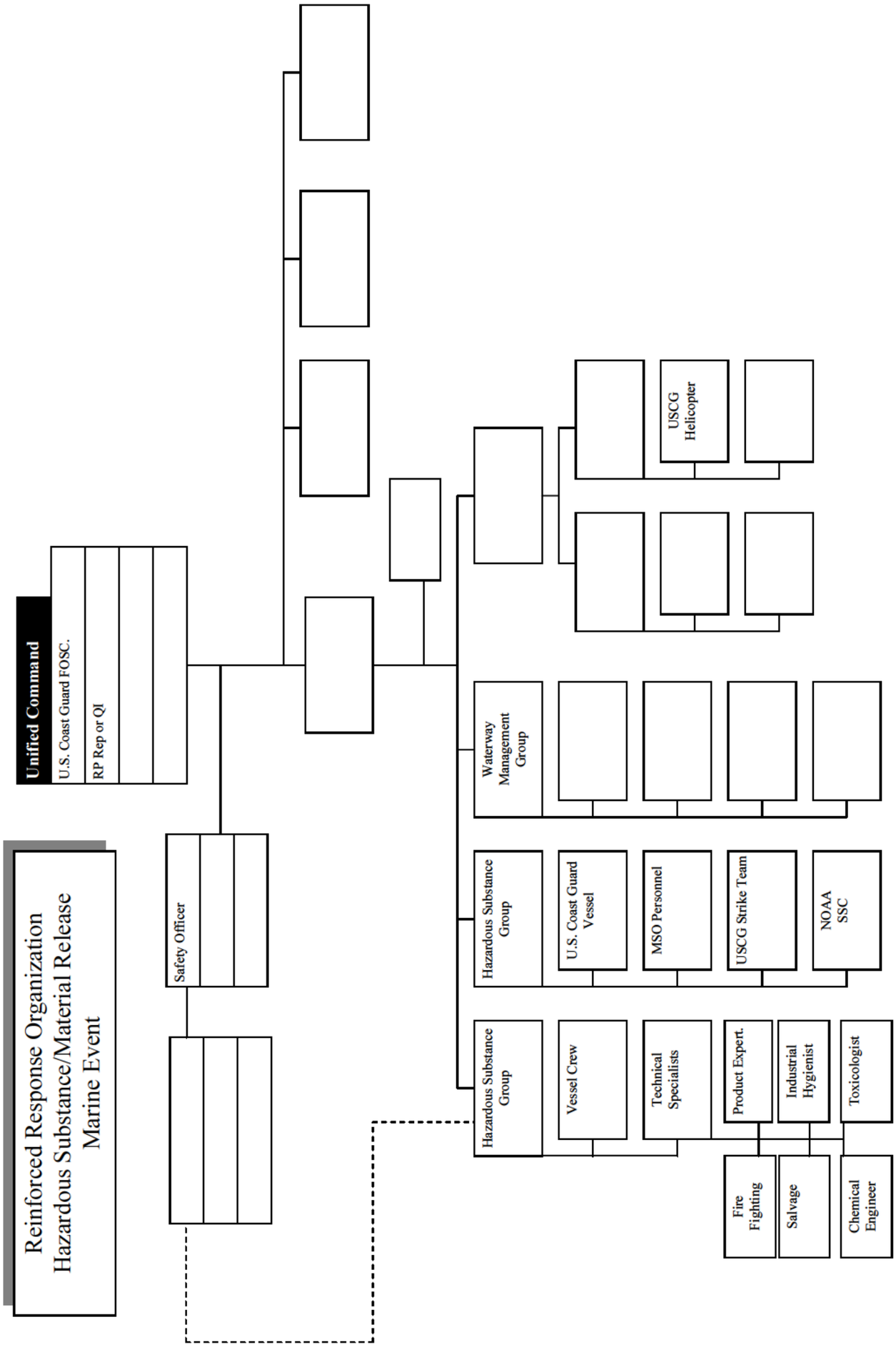
INITIAL RESPONSE ORGANIZATION (MARINE TYPE EVENT) - A vessel offshore suffers a casualty that releases a hazardous substance. The initial IC will be the vessel's master, and the ship's crew will carry out initial response activities. The Coast Guard will be involved from a notification perspective and will begin assessment of the situation based on information from the master. See Page 20-14 for an example of an Initial Response Organization.

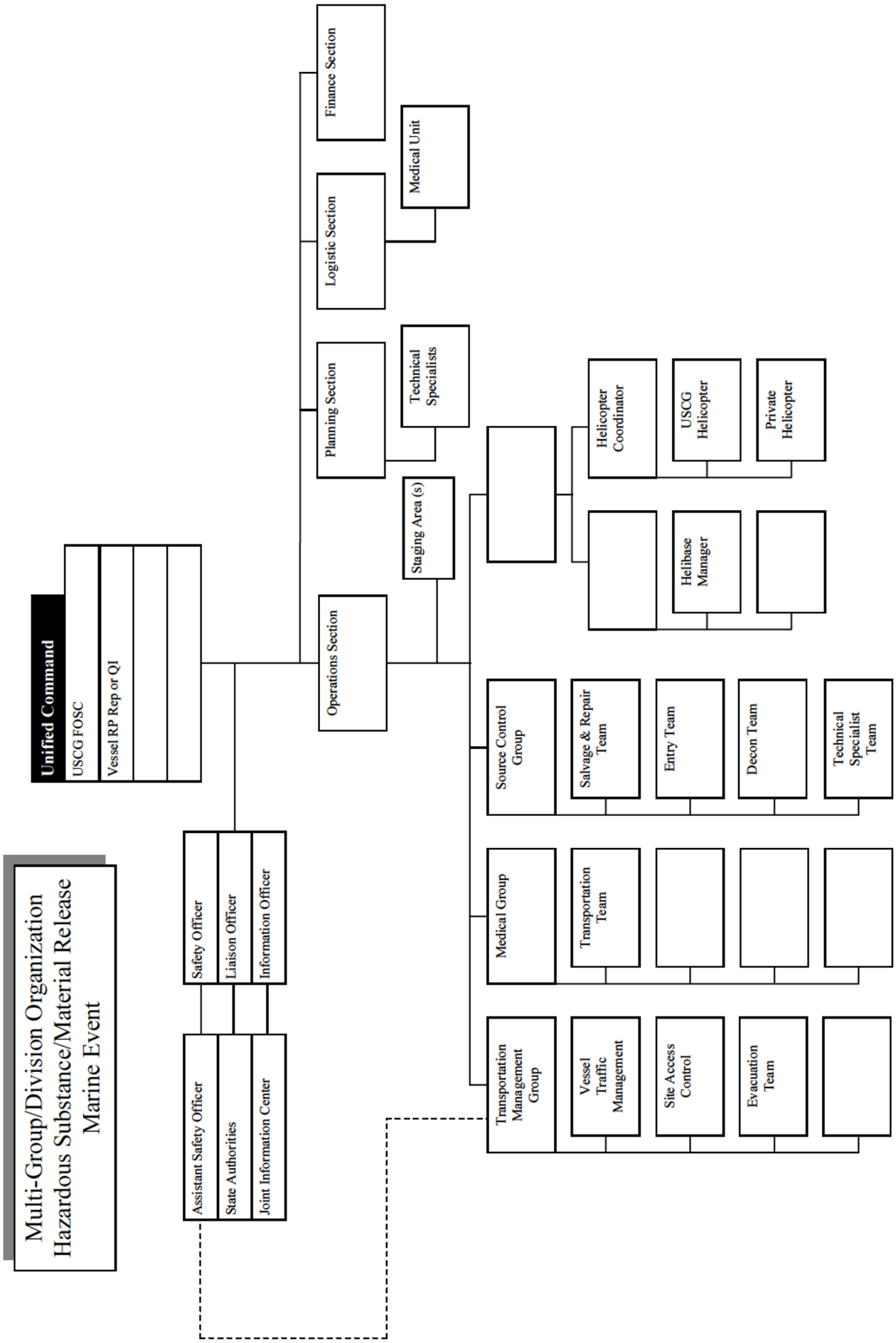
REINFORCED RESPONSE ORGANIZATION (MARINE TYPE EVENT) - The FOSC and the vessel's QI/owner representative have met and have established a UC. They have established two Hazardous Materials Groups to fully assess the situation and plan a response. See Page 20-15 for an example of a Reinforced Response Organization.

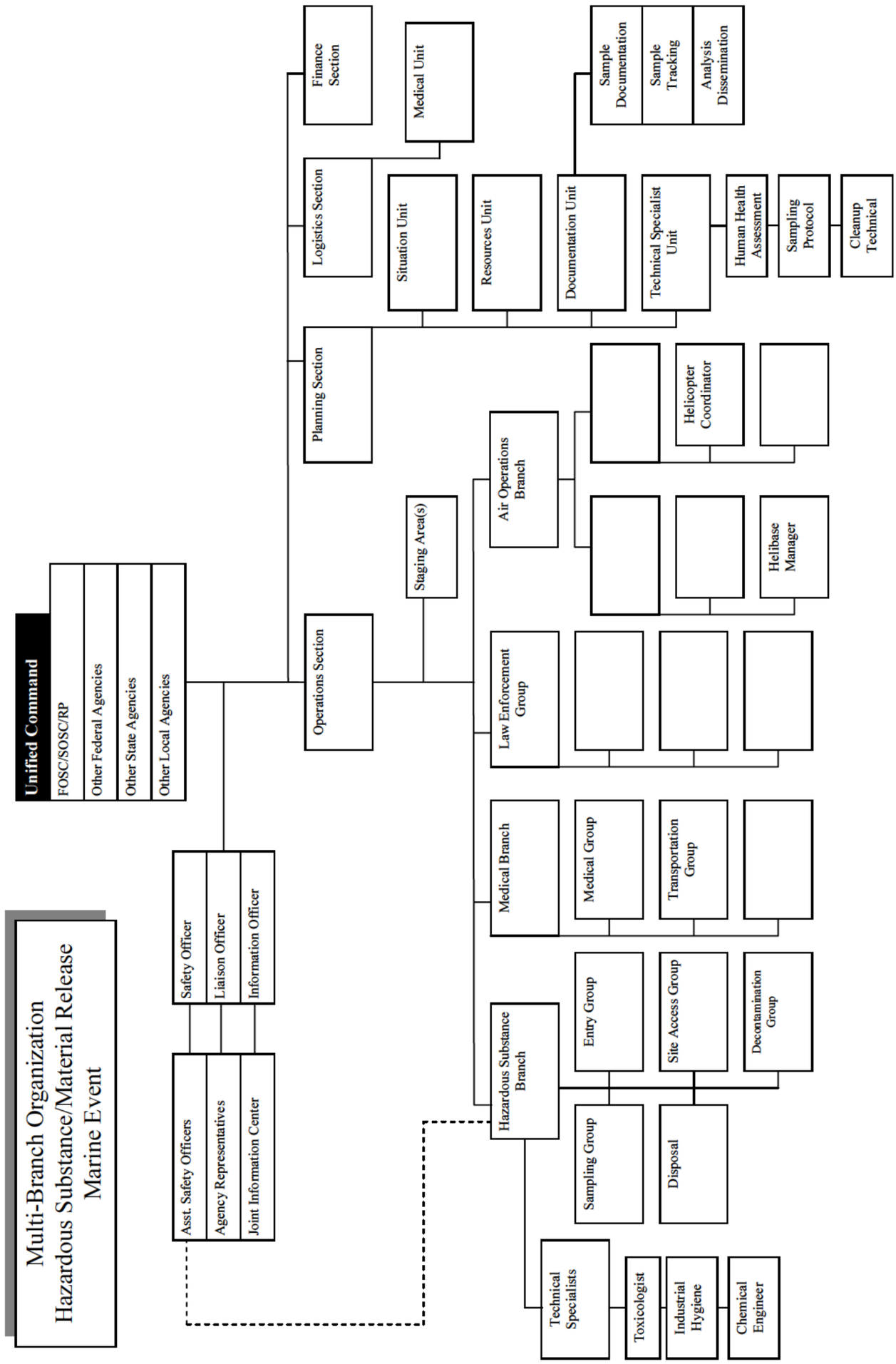
MULTI-DIVISION/GROUP ORGANIZATION (MARINE TYPE EVENT) - The UC has activated most Command and General Staff positions and has molded the RP and government resources into a combination of Groups tasked with assessing and responding to the incident. See Page 20-16 for an example of a Multi-Division/Group Organization.

MULTI BRANCH ORGANIZATION (MARINE TYPE EVENT) - The UC has activated all Command and General Staff positions and has established four branches within the OPS. Since the event may require action to bring the vessel into port for offloading, firefighting, or salvage and repair, the UC includes state and city representation. See Page 20-17 for an example of a Multi-Branch Organization.


Initial Response Organization
Hazardous Substance/Material Release
Marine Event
Incident Commander
Master of Vessel
U.S. Coast Guard
Vessel Crew
Site Access Control


Reinforced Response Organization
Hazardous Substance/Material Release
Marine Event
Unified Command
U.S. Coast Guard FOSC.
RP Rep or QI
Safety Officer
Waterway Management Group
USCG Helicopter
Hazardous Substance Group
U.S. Coast Guard Vessel
MSO Personnel
USCG Strike Team
NOAA SSC
Hazardous Substance Group
Vessel Crew
Technical Specialists
Product Expert.
Industrial Hygienist
Toxicologist
Fire Fighting
Salvage
Chemical Engineer


Multi-Group/Division Organization
Hazardous Substance/Material Release
Marine Event
Unified Command
USCG FOSC
Vessel RP Rep or QI
Safety Officer
Liaison Officer
Information Officer
Assistant Safety Officer
State Authorities
Joint Information Center
Operations Section
Planning Section
Logistic Section
Finance Section
Technical Specialists
Medical Unit
Staging Area (s)
Helicopter Coordinator
USCG Helicopter
Private Helicopter
Helibase Manager
Source Control Group
Salvage & Repair Team
Entry Team
Decon Team
Technical Specialist Team
Medical Group
Transportation Team
Transportation Management Group
Vessel Traffic Management
Site Access Control
Evacuation Team


Multi-Branch Organization
Hazardous Substance/Material Release
Marine Event
Unified Command
FOSC/SOSC/RP
Other Federal Agencies
Other State Agencies
Other Local Agencies
Asst. Safety Officers
Agency Representatives
Joint Information Center
Safety Officer
Liaison Officer
Information Officer
Finance Section
Logistics Section
Planning Section
Operations Section
Medical Unit
Situation Unit
Resources Unit
Documentation Unit
Technical Specialist Unit
Sample Documentation
Sample Tracking
Analysis Dissemination
Human Health Assessment
Sampling Protocol
Cleanup Technical
Staging Area(s)
Air Operations Branch
Helicopter Coordinator
Helibase Manager
Law Enforcement Group
Medical Branch
Medical Group
Transportation Group
Hazardous Substance Branch
Entry Group
Site Access Group
Decontamination Group
Sampling Group
Disposal
Technical Specialists
Toxicologist
Industrial Hygiene
Chemical Engineer

HAZARDOUS SUBSTANCE/HAZMAT RELEASE SPECIFIC ICS POSITIONS AND TASK DESCRIPTIONS

Only those positions and tasks specific and unique to Hazardous Substance/Material Release response missions will be described in this section. Persons assigned to positions common and consistent with the NIIMS organization should refer to the position job aids and Chapter 5-11 of this IMH for their position/task description checklists.

INCIDENT COMMANDER and SAFETY OFFICER - In addition to the specific tasks assigned to the IC and SOFR on Page 6-2 and Page 6-6, respectively, the IC and SOFR for a hazardous substance incident will use the following guidance when preparing the Site Safety Plan:

a. Assign site safety responsibility.
b. Establish perimeter and restrict access.
c. Characterize site hazards:
   - Identity pollutant.
   - Obtain Material Safety Data Sheets.
   - Conduct air monitoring.
   - Identify physical and biological hazards i.e.: slips, trips, falls, confined spaces, noise, weather conditions, poisonous insects, reptiles, plants and biological waste.
d. Establish control zones:
   - Exclusion zone.
   - Contamination reduction zone.
   - Support zone.
e. Assess training requirements:
   - Check HAZWOPER cards.
   - Insure safety briefings.

f. Select personal protective equipment (PPE):
   - Level A, B, C, or D.
g. Establish decontamination stations.
h. Establish Emergency Medical Plan:
   - Locate and list: hospital, EMT(S) and first-aid stations.
   - List emergency numbers: fire, police, and ambulance.

ASSISTANT SAFETY OFFICER – HAZARDOUS MATERIALS - The Assistant Safety Officer coordinates with the Hazardous Substance/Material Group Supervisor (or Hazardous Materials Branch Director, (if activated). The Assistant Safety Officer Hazardous Substance/Material coordinates safety related activities directly relating to the Hazardous Substance/Material Group operations as mandated by 29 CFR Part 1910.120 and applicable State and local laws. The person in this position advises the Hazardous Substance/Material Group Supervisor (or Hazardous Substance/Material Branch Director) on all aspects of health and safety and has the authority to stop or prevent unsafe acts. In a multi-activity incident the Assistant Safety Officer Hazardous Substance/Material does not act as the Safety Officer for the overall incident. Assistant Site Safety Officer-Hazardous Substance/Material tasks include:

a. Review SOFR Responsibilities in Chapter 6.
b. Obtain a briefing from the Hazardous Substance/Material Group Supervisor.
c. Participate in the preparation and implementation of a Site Safety and Control Plan.

d. Advise the Hazardous Substance/Material Group Supervisor (or Hazardous Substance/Material Branch Director) of deviations from the Site Safety and Control Plan (ICS Form 208-HM) or any dangerous situations.
e. Alter, suspend, or terminate any activity that is judged to be unsafe.
f. Ensure the protection of the Hazardous Substance/Material Group personnel from physical, environmental, and chemical hazards/exposures.
g. Ensure the provision of required emergency medical services for assigned personnel and coordinate with the Medical Unit Leader.
h. Ensure that medical related records for the Hazardous Substance/Material Group personnel are maintained.
i. Maintain Unit Log (ICS 214-CG).

FINANCE/ADMINISTRATION SECTION CHIEF - Refer to Page 10-2 for the Finance/Administration Section Chief position responsibilities. In addition, consult the NPFC user reference Guides (TOPS) and the FFARM Field Guide for guidance on hazardous material financial issues.

HAZARDOUS SUBSTANCE/MATERIAL GROUP SUPERVISOR - The Hazardous Substance/Material Group Supervisor is responsible for the implementation of the phases of the IAP dealing with the Hazardous Material Group operations. The Hazardous Substance/Material Group Supervisor is responsible for the assignment of resources within the Hazardous Substance/Material Group, reporting on the progress of control operations and the status of resources within the Group. The Hazardous Substance/Material Group Supervisor directs the overall operations of the

Hazardous Substance/Materials Group; Additional tasks include:

a. Review Division/Group Supervisor Responsibilities in Chapter 7.
b. Ensure the development of Control Zones and Access Control Points and the placement of appropriate control lines.
c. Evaluate and recommend public protection action options to the OSC or Branch Director (if activated).
d. Ensure that current weather data and future weather predictions are obtained.
e. Establish environmental monitoring of the hazard site for contaminants.
f. Ensure that a Site Safety and Control Plan (ICS Form 208-HM) is developed and implemented.
g. Conduct safety meetings with the Hazardous Substance/Material Group.
h. Participate, when requested, in the development of the IAP.
i. Ensure that recommended safe operational procedures are followed.
j. Ensure that the proper Personal Protective Equipment is selected and used.
k. Ensure that the appropriate agencies are notified through the Incident Commander.
l. Maintain Unit/Activity Log (ICS Form 214).

ENTRY LEADER - Reports to the Hazardous Substance/Material Group Supervisor. The Entry Leader is responsible for the overall entry operations of assigned personnel within the Exclusion Zone; Additional tasks include:

a. Review Unit Leader Responsibilities in Chapter 2.
b. Supervise entry operations.
c. Recommend actions to mitigate the situation within the Exclusion Zone.

d. Carry out actions, as directed by the Hazardous Substance/Material Group Supervisor.
e. Maintain communications and coordinate operations with the Decontamination Leader.
f. Maintain communications and coordinate operations with the Site Access Control Leader and the Safe Refuge Area Manager (if activated).
g. Maintain communications and coordinate operations with the Technical Specialist Hazardous Substance/Material Reference.
h. Maintain control of the movement of people and equipment within the Exclusion Zone, including contaminated victims.
i. Direct rescue operations, as needed, in the Exclusion Zone.
j. Maintain Unit Log (ICS 214-CG).

DECONTAMINATION GROUP SUPERVISOR - The Decontamination Group Supervisor is responsible for the operations of the decontamination element and for providing decontamination, as required by the ICP; Additional tasks include:.

a. Review Division/Group Supervisor Responsibilities in Chapter 7.
b. Establish the Contamination Reduction Corridor(s).
c. Identify contaminated people and equipment.
d. Supervise the operations of the decontamination element in the process of decontaminating people and equipment.
e. Maintain control of movement of people and equipment within the Contamination Reduction Zone.
f. Maintain communications and coordinate operations with the Entry Leader.
g. Maintain communications and coordinate operations with the Site Access Control Leader

and the Safe Refuge Area Manager (if activated).

h. Coordinate the transfer of contaminated patients requiring medical attention (after decontamination) to the Medical Group.
i. Coordinate handling, storage, and transfer of contaminants within the Contamination Reduction Zone.
j. Maintain Unit Log (ICS 214-CG).

SITE ACCESS CONTROL LEADER - The Site Access Control Leader is responsible for the control of the movement of all people and equipment through appropriate access routes at the hazard site and ensures that contaminants are controlled and records are maintained.

a. Review Unit Leader Responsibilities in Chapter 2.
b. Organize and supervise assigned personnel to control access to the hazard site.
c. Oversee the placement of the Exclusion Control Line and the Contamination Control Line.
c. Ensure that appropriate action is taken to prevent the spread of contamination.
d. Establish the Safe Refuge Area within the Contamination Reduction Zone. Appoint a Safe Refuge Area Manager (as needed).
e. Ensure that injured or exposed individuals are decontaminated prior to departure from the hazard site.
f. Track the movement of persons passing through the Contamination Control Line to ensure that long-term observations are provided.
g. Coordinate with the Medical Group for proper separation and tracking of potentially contaminated individuals needing medical attention.
h. Maintain observations of any changes in climatic conditions or other circumstances external to the

hazard site.

i. Maintain communications and coordinate operations with the Entry Leader.
j. Maintain communications and coordinate operations with the Decontamination Leader.
k. Maintain Unit Log (ICS 214-CG).

SAFE REFUGE AREA MANAGER - The Safe Refuge Area Manager reports to the Site Access Control Leader and coordinates with the Decontamination Leader and the Entry Leader. The Safe Refuge Area Manager is responsible for evaluating and prioritizing victims for treatment, collecting information from the victims, and preventing the spread of contamination by these victims. If there is a need for the Safe Refuge Area Manager to enter the Contamination Reduction Zone in order to fulfill assigned responsibilities then the appropriate PPE shall be worn.

a. Maintain Common Responsibilities in Chapter 2.
b. Establish the Safe Refuge Area within the Contamination Reduction Zone adjacent to the Contamination Reduction Corridor and the Exclusion Control Line.
c. Monitor the hazardous substance/materials release to ensure that the Safe Refuge Area is not subject to exposure.
d. Assist the Site Access Control Leader by ensuring the victims are evaluated for contamination.
e. Manage the Safe Refuge Area for the holding and evaluation of victims who may have information about the incident, or if they are suspected of having contamination.
f. Maintain communications with the Entry Leader to coordinate the movement of victims from the Refuge Area(s) in the Exclusion Zone to the Safe Refuge Area.
g. Maintain communications with the

Decontamination Leader to coordinate the movement of victims from the Safe Refuge Area into the Contamination Reduction Corridor, if needed.

h. Maintain Unit Log (ICS 214-CG).

SAMPLING GROUP SUPERVISOR - The Sampling Group is assigned to the Operations Section because of the immediate communication and coordination they must have with the other field groups. The Field Sampling Group will normally include an Air Monitoring Team, Water Sampling Team, and a Soil Sampling Team. They will normally be responsible for perimeter monitoring and sampling, and will either coordinate sampling within the hot zone and warm zones with the Entry Group, or if properly trained and outfitted with PPE, they may take samples within the hot/warm zones themselves. They will be responsible for:

a. Conducting all sampling required for immediate operation activity and communicating sampling data, such as results of routine air monitoring to on-site operational and safety personnel.
b. Conducting air, water, and soil sampling as directed by the regulatory agencies and other interested parties through the Sampling Protocol Team.
c. Ensuring that all samples are obtained following appropriate sample protocol and other special instructions they may obtain.
d. Ensuring that all samples taken are properly documented and following the chain of custody procedures.
e. Ensuring that the samples are properly transferred to the Sample Documentation and Tracking Teams for proper documentation, analysis, and final dissemination.

SCIENTIFIC SUPPORT COORDINATOR SPECIALIST - The Scientific Support Coordinator (SSC) is a technical specialist and is defined in the NCP as the principal advisor to the FOSC for scientific issues. The SSC is responsible for providing expertise on chemical hazards, field observations, trajectory analysis, resources at risk, environmental trade-offs of countermeasures and cleanup methods, and information management. The SSC is also charged with gaining consensus on scientific issues affecting the response and ensuring that differing opinions within the scientific community are communicated to the IC/UC. Additionally, the SSC is responsible for providing data on weather, tides, and currents, and other applicable environmental conditions. The SSC can serve as the Environmental Unit Leader.

a. Review Common Responsibilities in Chapter 2.
b. Attend planning meetings.
c. Determine resource needs.
d. Provide overflight maps and trajectory analysis to the Situation Unit.
e. Provide weather, tidal and current information.
f. Obtain consensus on scientific issues affecting the response.
g. Develop a prioritized list of the resources at risk.
h. Provide information on chemical hazards.
i. Evaluate environmental tradeoffs of countermeasures and cleanup methods, and response endpoints.
j. Maintain Unit Log (ICS 214-CG).

TECHNICAL SPECIALIST GROUP SUPERVISOR - There are a number of specialist positions that will be required for hazardous substance response operations. Because of their field locations and requirement for close coordination with the Operations Section Field Personnel, they are assigned to the Technical Group.

The Technical Specialist Group Supervisor is responsible for coordinating the activities of these various specialists and ensuring that their services and information are made available to the appropriate field and command post activities. The Technical Group Supervisor will:

a. Review the Division/Group Supervisor responsibilities in Chapter 7.
b. Will oversee the activities of the following identified specialists.

TECHNICAL SPECIALIST-HAZARDOUS SUBSTANCE/MATERIALS REFERENCE - This position provides technical information and assistance to the Hazardous Substances/Material Group using various reference sources such as computer databases, technical journals, CHEMTREC, and phone contact with facility representatives. The Technical Specialist Hazardous Substances/Materials Reference may provide product identification using hazardous categorization tests and/or any other means of identifying unknown materials.

a. Review Common Responsibilities in Chapter 2.
b. Obtain a briefing from the PSC.
c. Provide technical support to the Hazardous Substance/Materials Group Supervisor.
d. Maintain communications and coordinate operations with the Entry Leader.
e. Provide and interpret environmental monitoring information.
f. Provide analysis of hazardous material samples. Determine PPE compatibility to hazardous material.
g. Provide technical information of the incident for documentation.
h. Provide technical information management with public and private agencies (i.e.; Poison Control

Center, Toxicology Center, CHEMTREC, State Department of Food and Agriculture, National Response Team).

i. Assist the Planning Section with projecting the potential environmental effects of the release.
j. Maintain Unit Log (ICS 214-CG).

TOXICOLOGIST – The Toxicologist Specialist is a trained, certified professional that can determine the toxic effects of the released hazardous substance on responders, the public, and the environment. This position is required by regulation for Coast Guard approved FRP and VRP and will be on-scene on behalf of the RP.

INDUSTRIAL HYGIENIST – An Industrial Hygienist Specialist is a trained and certified professional that can assist the SOFR in determining appropriate protective measures to be taken by responders in complex hazardous substances responses to ensure the workers health and safety.

CHEMICAL ENGINEER – A Chemical Engineer is a trained and licensed professional that is knowledgeable in the development and application of manufacturing processes in which materials undergo changes in properties and that deals especially with the design and operation of plants and equipment to perform such work.

PRODUCT EXPERT – The Product Expert is a trained professional that is knowledgeable about the specific hazardous substance product that is released, and in particular the chemical changes that may occur when it is released into the environment, such as water, air, etc.

MARINE CHEMIST – A Marine Chemist Specialist is a

trained professional, usually a chemist or industrial hygienist certified for declaring confined spaces as gas free for entry.

ASSISTING AGENCIES

LAW ENFORCEMENT – The local law enforcement agency will respond to most Hazardous Substance/Material incidents. Depending on incident factors, law enforcement may be a partner in UC or may participate as an assisting agency. Some functional responsibilities that may be handled by law enforcement are:

a. Isolate the incident area.
b. Manage crowd control.
c. Manage traffic control.
d. Manage public protective action.
e. Provide scene management for on-highway incidents.
f. Manage criminal investigations.

ENVIRONMENTAL HEALTH AGENCIES – In most cases the local or State environmental health agency will be at the scene as a partner in UC. Some functional responsibilities that may be handled by environmental health agencies are:

a. Determine the identity and nature of the Hazardous Substances/Materials.
b. Establish the criteria for clean up and disposal of the Hazardous Substances/Materials.
c. Declare the site safe for re-entry by the public.
d. Provide the medical history of exposed individuals.
e. Monitor the environment.
f. Supervise the clean up of the site.
g. Enforce various laws and acts.
h. Determine legal responsibility.

i. Provide technical advice.
j. Approve funding for the clean up, if required.

TECHNICAL SPECIALISTS

SAMPLING PROTOCOL TEAM - During a significant hazardous substance/Material release incident, there will be numerous requirements for sampling under the ICS UC umbrella. Unless control is taken immediately, there is the possibility for each entity with regulatory or legal interest to begin a sampling regimen independent of each other. The Sampling Protocol team under the Planning Section would be responsible for:

a. Determining the overall sampling protocol for the incident.
b. Coordinating within the interested parties what analysis is required for overall samples.
c. Coordinating procedures for split samples between all parties.
d. Providing special instructions to the field sampling teams operating under the OPS.
e. Coordinate with appropriate agencies and the RP, and determine independent laboratories to be used for analysis, and coordinating the contracting of their services with the Logistics Section and Finance Section.
f. Providing specific special instructions to the laboratories for analytical work.

SAMPLE TRACKING TEAM – As indicated above for sample documentation, there is the possibility of thousands of samples to be taken for analysis during a significant hazardous substance release incident. The Sample Tracking Team will be responsible for:

a. Ensuring that all samples are collected from Field Sampling Teams.
b. Coordinate preferred turn around times for

specific samples being analyzed.

c. Ensuring that proper chain of custody documents are prepared and logged for all samples.
d. Assign control numbers to all samples.
e. Ensure samples are properly transferred to the appropriate laboratory, and documented.
f. Track samples to ensure that sample analysis are completed according to requested schedule, and determine reasons for delays.

SAMPLE DISSEMINATION TEAM – During a significant Hazardous Substance release there are many occasions when several parties will need the information obtained from a sample analysis. It will be the responsibility of this team to ensure that all parties with a legitimate need for a copy of an analysis obtain it as soon as the information is available. They will coordinate this activity with the Sample Documentation Team and the Sample Tracking Team to ensure that the original analysis document is retained in the Documentation Section for the historical event file.

HUMAN HEALTH ASSESSMENT TEAM – The effects of the release on human health will be a primary concern during the incident. The Human Health Assessment Team will be responsible for:

a. Coordinating activities involving the release to determine the risk to humans, including acute and chronic public health threats, and to advise the UC on their findings.
b. They will coordinate and provide advice to city/county and state health agencies having responsibility for human and public health.

CLEANUP TECHNICAL TEAM – During the emergency phase of the release incident, the primary goal for the operation will be to secure the source of the release,

and to minimize effects of the release on the public and environment. These efforts will usually involve firefighting, plugging and patching tanks, evacuation of threatened persons, search and rescue, etc. However, it is important that while these efforts are in progress, work begins on determining appropriate cleanup methods for the effected areas. This team will:

a. Research the state of the art approaches for mitigating the hazardous substance product released.
b. Determine the most reasonable and economical approach for remediating the effects of the release.
c. Determine the most qualified and reasonable contractor(s) for accomplishing the remediation work and coordinate obtaining their services with the Logistics and Finance Sections.
d. Develop a Remediation Plan for approval by the UC.
e. Review information obtained throughout the emergency phase, and modify the remediation plan as required so it is up to date at the time of implementation.

CHAPTER 21

MARINE FIRE

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3.	Marine Fire Scenario and Modular Organization Development	21-3
4.	Specific Marine Fire ICS Positions and Task Descriptions	21-9
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CHAPTER 21

MARINE FIRE

References:
(a) National Response Plan (NRP)
(b) National Incident Management System (NIMS)

INTRODUCTION

The marine fire chapter is designed to provide an organization structure that will provide supervision and control for the essential functions required at marine fire incidents. The response and organizational structure to a marine fire can vary widely depending on the location of the vessel and proximity to fire fighting resources, capabilities of the municipal and industrial fire departments, type of vessel, and nature of the cargo and source of the fire.

UNIFIED COMMAND

A marine fire can bring together a variety of entities depending on the variables discussed above. Although the Coast Guard does not directly conduct fire fighting, it does have a major role in coordination and support. For this reason, a vessel fire would most likely be managed under UC. A marine fire could bring to the scene fire departments, law enforcement, public health, technical cargo experts, industrial fire departments, and private fire fighting and salvage experts. If pollution and hazardous materials were involved, the agencies and complexity would escalate dramatically.

MARINE FIRE SCENARIO AND MODULAR ORGANIZATION DEVELOPMENT

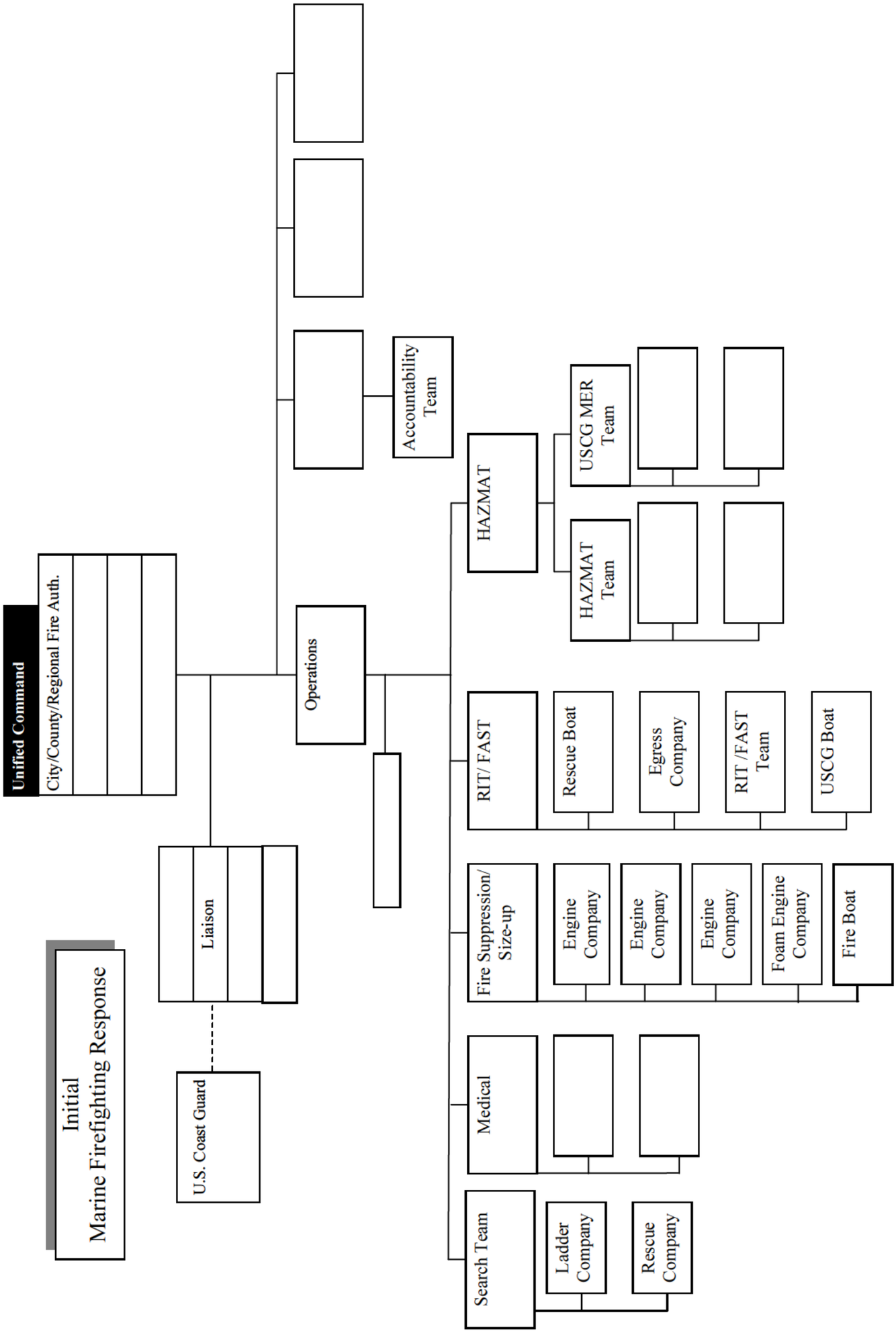
MODULAR DEVELOPMENT - A series of examples of modular development are included to illustrate methods of expanding the incident organization.

INITIAL RESPONSE ORGANIZATION - The first to arrive Fire Department Company Officer will assume command of the incident as the IC. The IC will assume all Command and General Staff functions and responsibilities and manages initial response resources. See Page 21-4 for an example of the Initial Response Organization.

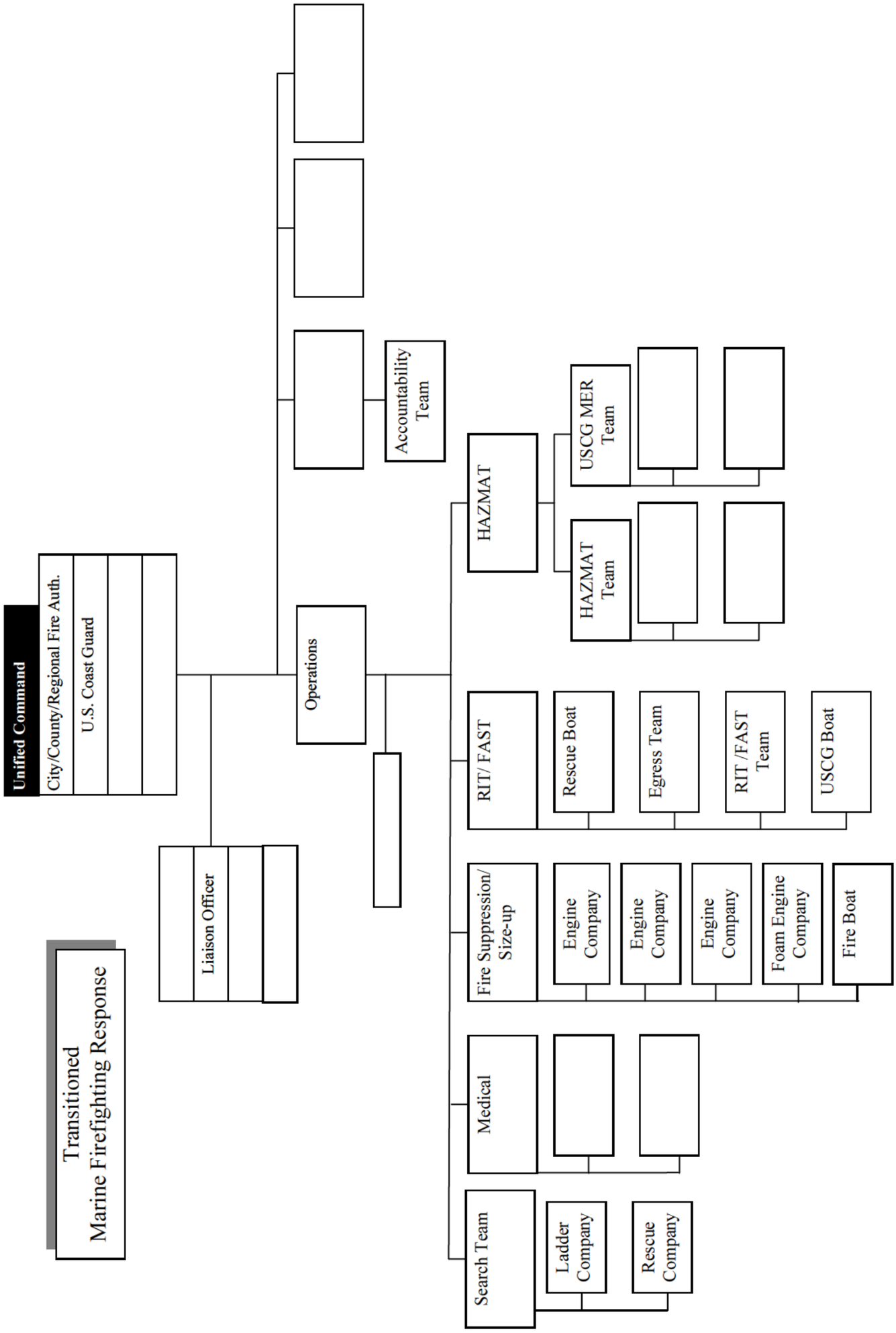
TRANSITIONED RESPONSE ORGANIZATION - The Coast Guard and Fire Department IC have met and established a UC. They have established Fire and Medical Groups. Waterborne resources have arrived and a SOFR has been assigned. See Page 21-5 for an example of the Transitioned Response Organization.

MULTI-DIVISION/GROUP ORGANIZATION - The UC has activated most Command and General Staff positions and has established a combination of divisions and groups. A water division and land staging area have been established. See Page 21-6 for an example of the Multi-Division/Group Organization.

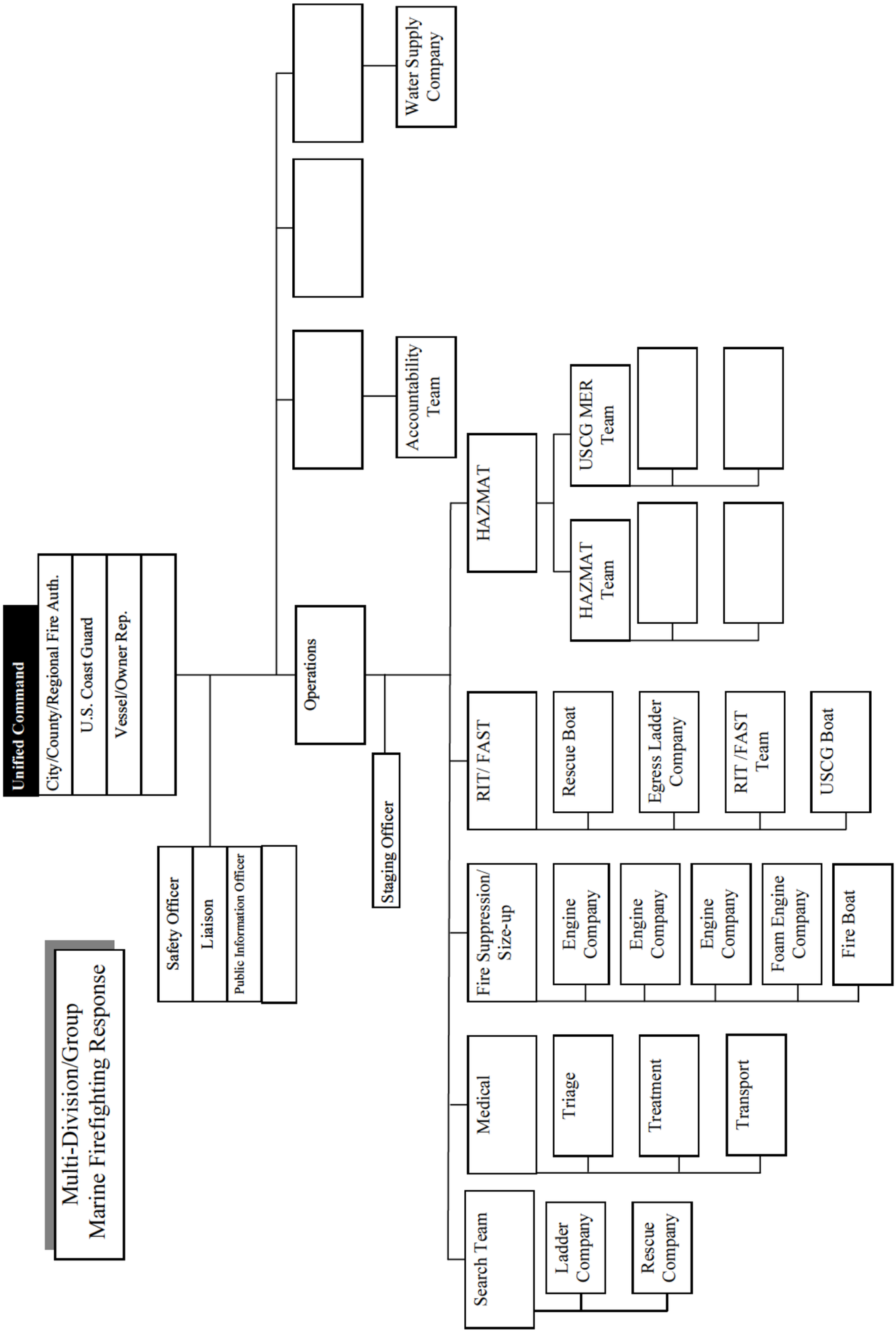
MULTI-ALARM ORGANIZATION - The UC has activated all Command and General Staff positions and has established multiple divisions. Branches would be created if span of control issues warranted. Water staging and stability/salvage groups were implemented. A Coast Guard Officer may serve as Deputy OSC. See Page 21-7 for an example of a Multi-Alarm Organization.


Unified Command
City/County/Regional Fire Auth.
Initial
Marine Firefighting Response
Liaison
U.S. Coast Guard
Operations
Accountability Team
HAZMAT
USCG MER Team
HAZMAT Team
RIT/ FAST
Rescue Boat
Egress Company
RIT /FAST Team
USCG Boat
Fire Suppression/ Size-up
Engine Company
Engine Company
Engine Company
Foam Engine Company
Fire Boat
Medical
Search Team
Ladder Company
Rescue Company

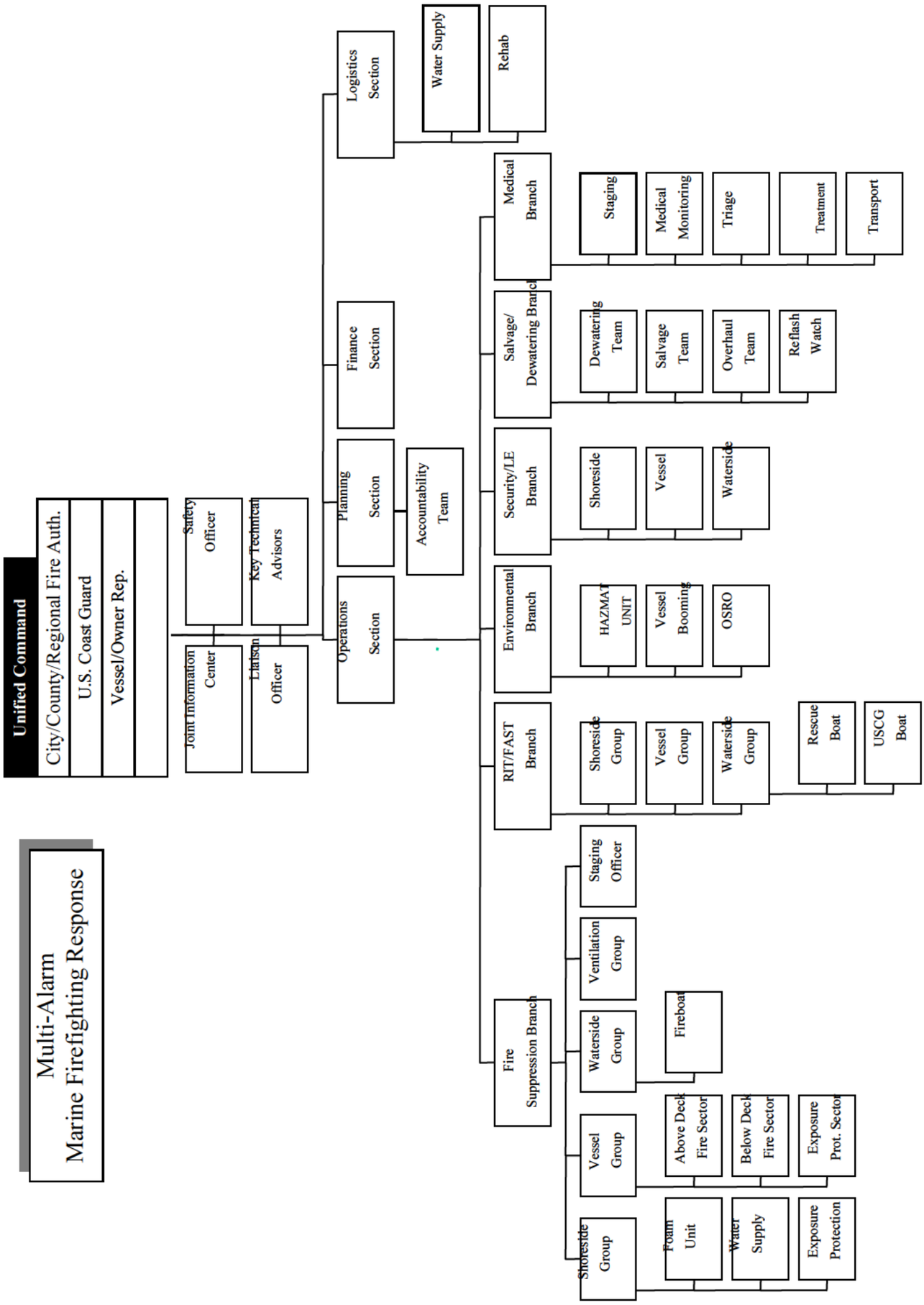
MARINE FIRE


Unified Command
City/County/Regional Fire Auth.
U.S. Coast Guard
Transitioned
Marine Firefighting Response
Liaison Officer
Operations
Accountability Team
HAZMAT
USCG MER Team
HAZMAT Team
RIT/ FAST
Rescue Boat
Egress Team
RIT /FAST Team
USCG Boat
Fire Suppression/ Size-up
Engine Company
Engine Company
Engine Company
Foam Engine Company
Fire Boat
Medical
Search Team
Ladder Company
Rescue Company

MARINE FIRE


Multi-Division/Group
Marine Firefighting Response
Unified Command
City/County/Regional Fire Auth.
U.S. Coast Guard
Vessel/Owner Rep.
Safety Officer
Liaison
Public Information Officer
Operations
Staging Officer
Accountability Team
Water Supply Company
HAZMAT
HAZMAT Team
USCG MER Team
RIT/ FAST
Rescue Boat
Egress Ladder Company
RIT /FAST Team
USCG Boat
Fire Suppression/ Size-up
Engine Company
Engine Company
Engine Company
Foam Engine Company
Fire Boat
Medical
Triage
Treatment
Transport
Search Team
Ladder Company
Rescue Company

MARINE FIRE


Multi-Alarm
Marine Firefighting Response
Unified Command
City/County/Regional Fire Auth.
U.S. Coast Guard
Vessel/Owner Rep.
Safety Officer
Key Technical Advisors
Joint Information Center
Liaison Officer
Operations Section
Planning Section
Finance Section
Logistics Section
Accountability Team
Water Supply
Rehab
Medical Branch
Staging
Medical Monitoring
Triage
Treatment
Transport
Salvage/ Dewatering Branch
Dewatering Team
Salvage Team
Overhaul Team
Reflash Watch
Security/LE Branch
Shoreside
Vessel
Waterside
Environmental Branch
HAZMAT UNIT
Vessel Booming
OSRO
RIT/FAST Branch
Shoreside Group
Vessel Group
Waterside Group
Rescue Boat
USCG Boat
Fire Suppression Branch
Staging Officer
Ventilation Group
Waterside Group
Fireboat
Vessel Group
Above Deck Fire Sector
Below Deck Fire Sector
Exposure Prot. Sector
Shoreside Group
Foam Unit
Water Supply
Exposure Protection

MARINE FIRE

MARINE FIRE SPECIFIC ICS POSITIONS AND TASK DESCRIPTIONS

Only those ICS positions and tasks specific and unique to Marine Firefighting missions will be described in this section. Persons assigned the common positions consistent with the NIMS organization should refer to the position job aids and Chapters 5 through 11 of this Manual for their position/task descriptions and checklists.

ACCOUNTABILITY TEAM – The Accountability Team is responsible for signing in and out all personnel that board a vessel. There must be team members at each entry point to log the entry and exit of all personnel that board the vessel during an incident. Accountability for all resources is the responsibility of the IC/UC and is typically delegated to the Planning Section.

FIRE SUPPRESSION BRANCH - The Fire Suppression Branch Director, when activated, is under the direction of the OSC. The Fire Department's initial Operations Section Chief at a maritime fire is often re-designated the Fire Suppression Branch Director under a UC. The Director is responsible for the assigned portion of the IAP that deals with fire suppression activities, assignment of resources within the branch, and reporting progress of control activities, and status of resources within the branch.

SHORESIDE DIVISION - The Shoreside Division Supervisor is responsible for all shoreside fire suppression activities under the Fire Suppression Branch. The supervisor is responsible for the assigned portion of the IAP that deals with fire suppression activities and exposure protection on shore, assignment of resources within the division, and reporting progress

of control of activities, and status of resources within the division.

VESSEL DIVISION - The Vessel Division Supervisor is responsible for all vessel fire suppression activities under the Fire Suppression Branch. The supervisor is responsible for the assigned portion of the IAP that deals with fire suppression activities and exposure protection on a vessel, assignment of resources within the division, and reporting progress of control of activities, and status of resources within the division.

WATERSIDE DIVISION - The Waterside Division Supervisor is responsible for all waterside fire suppression activities under the Fire Suppression Branch. The supervisor is responsible for the assigned portion of the IAP that deals with fire suppression activities and exposure protection on the water, assignment of resources within the division, and/or group, and reporting progress of control of activities and status of resources within the division and/or group. This includes all fireboat activities.

VENTILATION GROUP - The Ventilation Group Supervisor is responsible for coordination of vessel CO_2 suppression systems, coordinating the securing of ventilation, use of positive and/or negative pressure ventilation strategies in coordination with the vessel's crew, as required by the Fire Suppression Branch Director reference in the IAP.

RAPID INTERVENTION TEAM - The Rapid Intervention Team (RIT) is contingency team responsible for performing search and rescue of trapped or injured fire fighters. A RIT will normally be assigned in each area the fire activities are taking place, including Shoreside, Vessel and Waterside Branches. On a vessel, a RIT

will be assigned at each separate entry point where below deck activities are being conducted. The RIT leader is responsible for the assigned portion of the IAP that deals with fire fighter rescue activities.

RIT TEAM LEADER – The RIT Team Leader is responsible for development and implementation of rescue strategies pertaining to each assigned area.

SALVAGE/DEWATERING BRANCH - The Salvage/Dewatering Branch Director, when activated, is under the supervision of the OSC. This branch is responsible for development of a plan to stabilize the vessel, identify equipment/resources needed, and remove water that is being used in suppression activities. The Salvage/Dewatering Branch should be established as soon as firefighting activities are initiated to ensure control of vessel stability. The Salvage/Dewatering Branch Director is responsible for the assigned portion of the IAP that deals with salvage and dewatering activities, the status of assigned resources within the Branch, and reporting progress to the OSC.

DEWATERING TASK FORCE - The Dewatering Task Force is responsible for implementing the dewatering plan developed for the incident. This may include pumping water using portable pumps, draining of water through scuppers made in the vessel, or transferring water to other areas of the vessel.

SITUATIONS REQUIRING SPECIAL ATTENTION

There will be times where special situations develop that will require actions at either a reduced or more elevated level than the previously addressed conditions. In order to facilitate understanding of these situations brief descriptions are provided without organizational structure charts. The descriptions in this section will address several of the situations that have been identified.

MARITIME INCIDENT RESPONSE TEAM – ADVANCE MFF RESPONSE TEAM:

There will be incidents where the Coast Guard will be notified of a fire that may or may not have been contained by the crew on board a vessel enroute to a local port. This will provide the Coast Guard and Fire Department the opportunity to plan for the response. It is often advantageous to send an Advance MFF Response Team to the vessel as soon as possible, and PRIOR to it entering port. This will permit the UC to collect the information needed to make informed decisions, to mitigate the impact of incident, and have adequate appropriate resources available prior to the vessel entering port. The nature of the incident will determine the specific makeup of the team and equipment needed for evaluation.

MULTI-JURSIDICTIONAL RESPONSE – UNIFIED COMMAND:

There may be incidents that, due to the magnitude of the fire or outside influences (e.g. flood, earthquake, hurricane), extend the fire incident outside the original jurisdiction. This will require the rapid establishment of a UC and organization that includes all affected states, counties, jurisdictions, agencies, and organizations. While this organization will be very similar to the Oil Spill

response organizations listed in Chapter 19, the rapid spread of fire into other jurisdictions requires an organization that can manage often limited and scarce specialized resources, within a region, and/or in a timely fashion. Establishment of appropriate divisions, groups, and branches will be required to coordinate activities over a large area.

CHAPTER 22

MULTI-CASUALTY

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CHAPTER 22

MULTI-CASUALTY

References:

(a) National Response Plan (NRP)
(b) National Incident Management System (NIMS)
(c) IMO/ICAO International Aeronautical and Maritime Search & Rescue Manual, Vols. I & II
(d) U.S. National Search and Rescue Supplement to the International Aeronautical and Maritime Search & Rescue Manual
(e) National Search and Rescue Plan, 1999
(f) Addendum to the National Search and Research Manual, COMDTINST 16130.2 (series)

INTRODUCTION

The Coast Guard may become involved in various incidents where the casualty may result in the need to handle numerous medical patients or victims. This situation may apply to any of the incidents covered in the previous chapters. The Multi-Casualty Branch Structure is designed to provide the Incident Commander with a basic expandable system for handling any number of patients in a multi-casualty incident.

One or more additional Medical Group/Divisions may be established under the Multi-Casualty Branch Director, if geographical or incident conditions warrant. The degree of implementation will depend upon the complexity of the incident.

MULTI-CASUALTY SCENARIO AND MODULAR ORGANIZATION DEVELOPMENT

MODULAR DEVELOPMENT

A series of examples of modular development are included to illustrate one possible method of expanding the incident organization to deal with multi-casualty, mass patient and victim incidents.

INITIAL RESPONSE ORGANIZATION

Initial response resources are managed by the IC who will handle all Command and General Staff responsibilities. The first arriving resource with the appropriate communications capability should establish communications with the appropriate hospital or other coordinating facility and become the Medical Communications Coordinator. Other first arriving resources would become triage personnel. See Page 22-5 for an example of the Initial Response Organization.

REINFORCED RESPONSE ORGANIZATION

In addition to the initial response, the IC designates a Triage Supervisor, a Treatment Supervisor, Treatment Teams and a Ground Ambulance Coordinator. See Page 22-6 for an example of the Reinforced Response Organization.

MULTI-LEADER RESPONSE ORGANIZATION

The IC has now established an OSC who has in turn established a Medical Supply Coordinator, a Manager for each treatment category and a Patient Transportation Group Supervisor. The Patient Transportation Group Supervisor was needed in order for the OSC to maintain a manageable span of control, based on the assumption that other operations are concurrently happening in the Operations Section. See

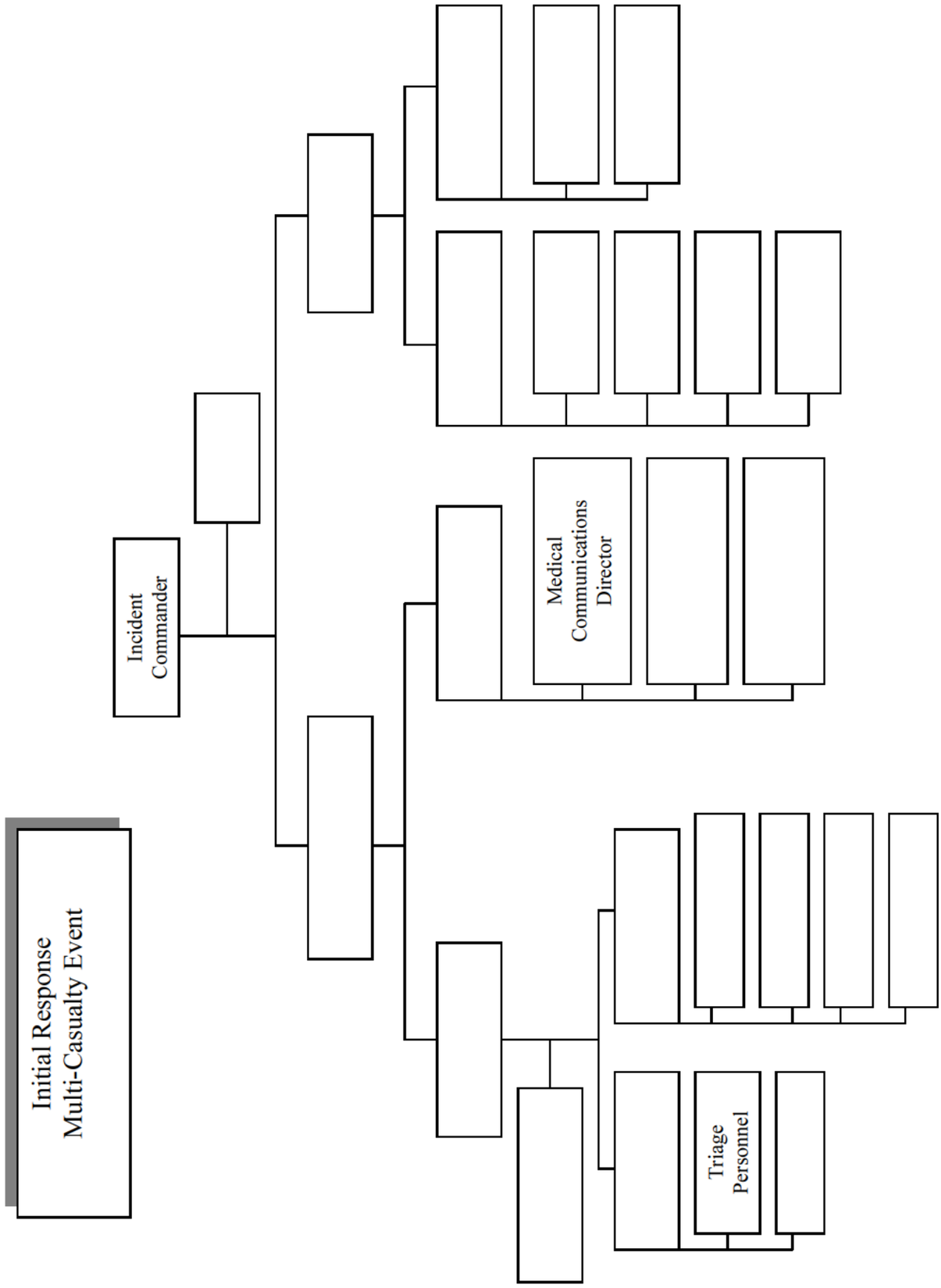
Page 22-7 for an example of the Multi-Leader Response Organization.

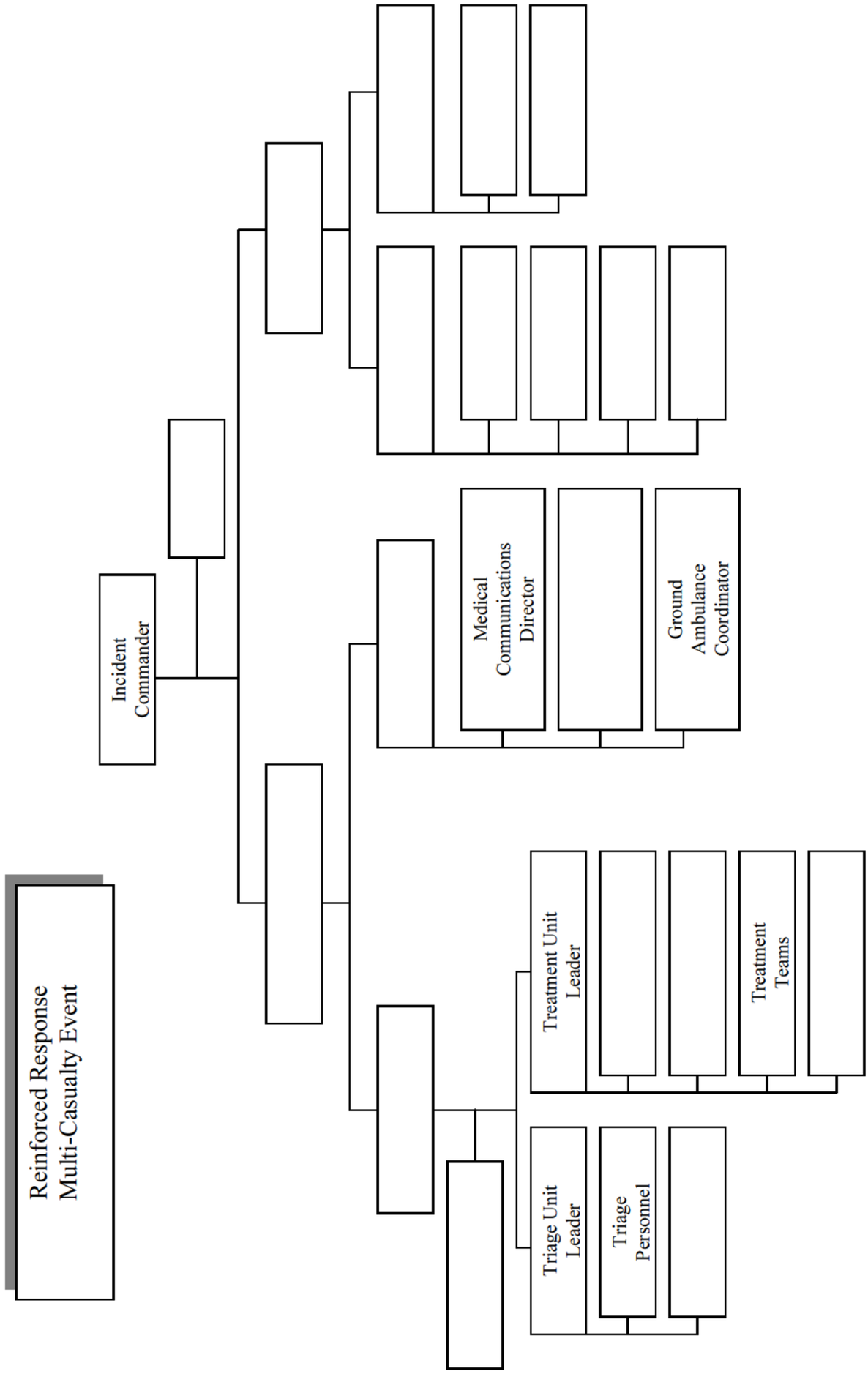
MULTI-GROUP RESPONSE ORGANIZATION

All positions within the Medical Group and Patient Transportation Group are now filled. The Air Operations Branch is shown to illustrate the coordination between the Air Ambulance Coordinator and the Air Operations Branch. An Extrication Group is freeing trapped victims. See Page 22-8 for an example of the Multi-Group Response Organization.

COMPLETE INCIDENT RESPONSE ORGANIZATION

The complete incident response organization shows the Multi-Casualty Branch and other Branches with which there may be interaction. The Multi-Casualty Branch now has three (3) Medical Divisions (geographically separate), but only one Patient Transportation Group. This is because all patient transportation must be coordinated through one point to avoid overloading hospitals or other medical facilities. See Page 22-9 for an example of the Complete Incident Response Organization.


Initial Response
Multi-Casualty Event
Incident
Commander
Medical
Communications
Director
Triage
Personnel


Reinforced Response
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Treatment Unit
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Teams
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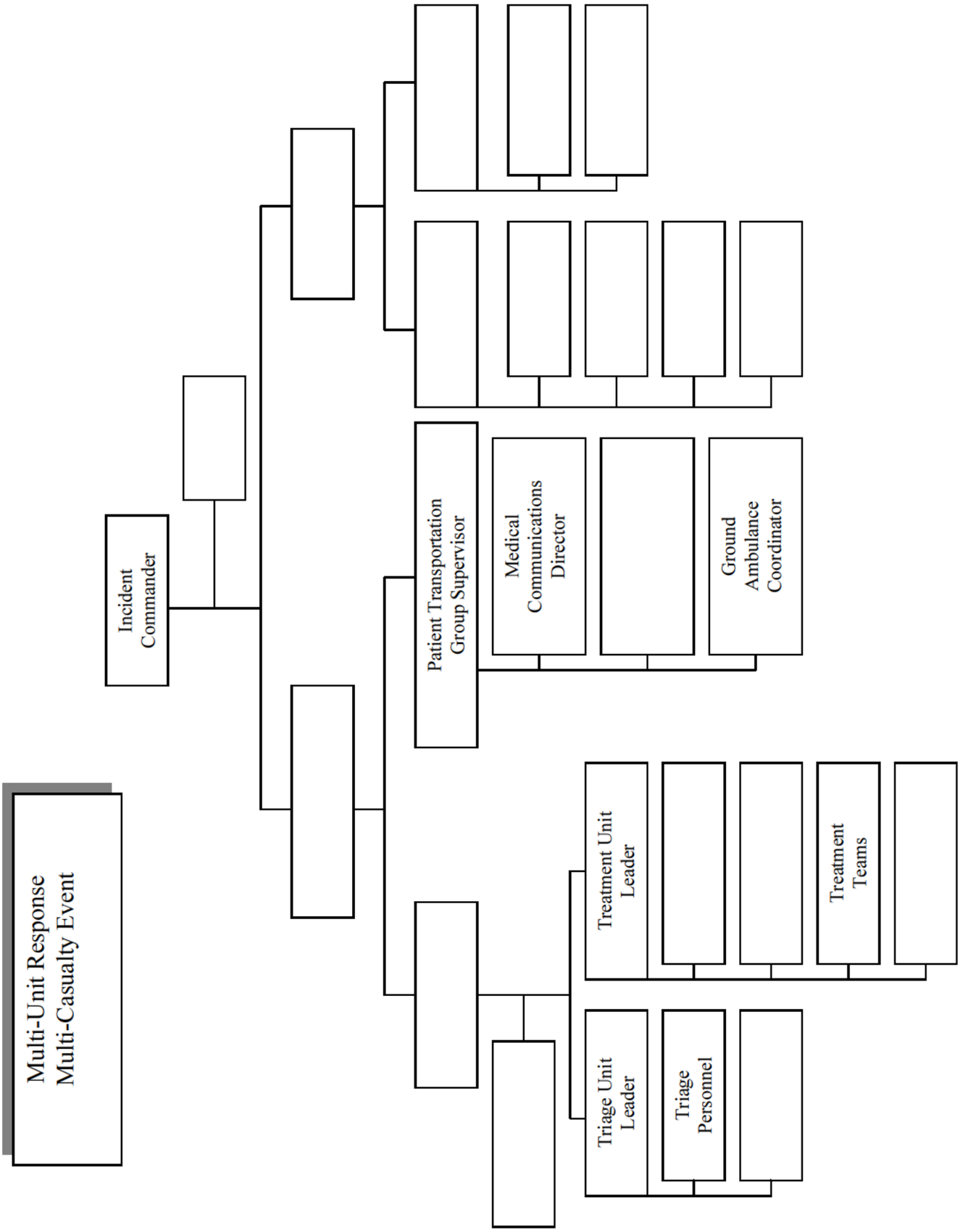
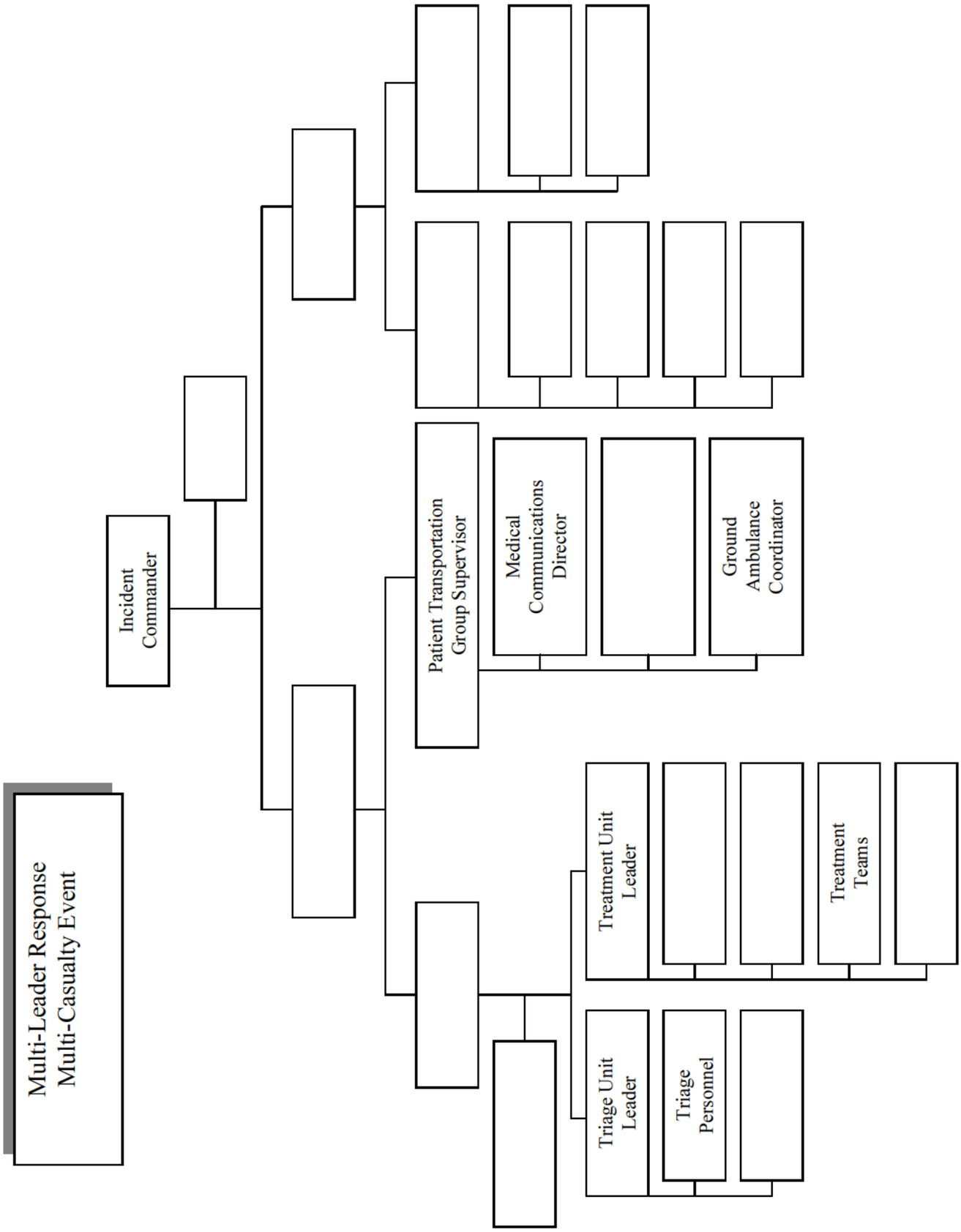
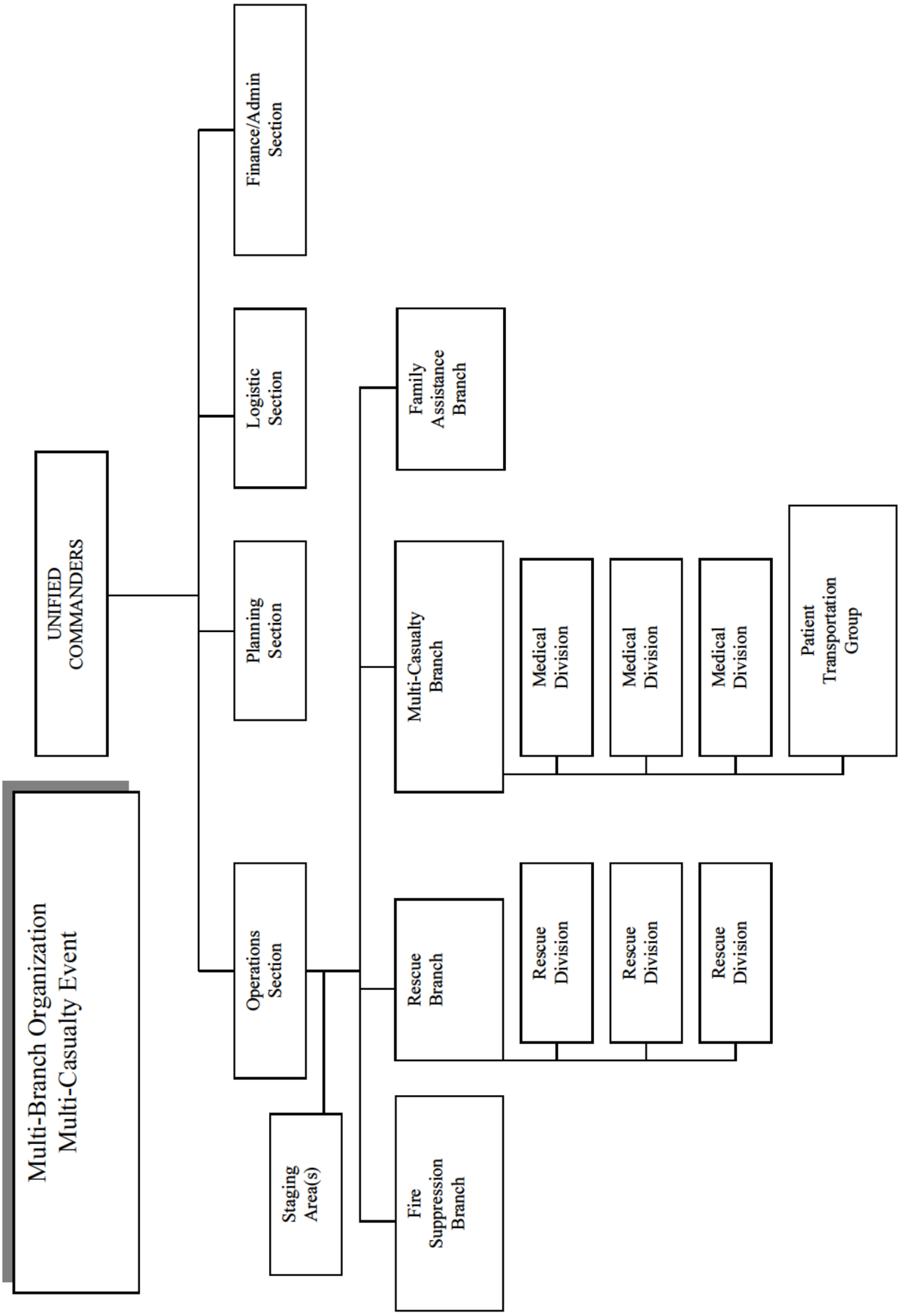
Leader
Triage
Personnel



MULTI-CASUALTY



MULTI-CASUALTY



MULTI-CASUALTY

MULTI-CASUALTY SPECIFIC ICS POSITIONS AND TASK DESCRIPTIONS

Only those ICS positions and tasks specific and unique to multi-casualty missions will be described in this section. Persons assigned the common positions consistent with the NIMS organization should refer to the position job aids and Chapters 5 through 11 of this Manual for their position/task descriptions and checklists.

MULTI-CASUALTY BRANCH DIRECTOR - The Multi-Casualty Branch Director is responsible for the implementation of the IAP within the Branch. This includes the direction and execution of branch planning for the assignment of resources within the Branch.

a. Review Branch Director Responsibilities in Chapter 7.
b. Review Group/Division Assignments for effectiveness of current operations and modify as needed.
c. Provide input to OSC for the IAP.
d. Supervise Branch Activities.
e. Maintain Unit Log (ICS 214-CG).

MEDICAL GROUP/DIVISION SUPERVISOR - The Medical Group/Division Supervisor supervises the Triage Team Leader, Treatment Team Leader and Medical Supply Coordinator. The Medical Group/Division Supervisor establishes command and controls the activities within a Medical Group/Division, in order to assure the best possible emergency medical care to patients during a multi-casualty incident.

a. Review Division Group responsibilities in Chapter 7.
b. Participate in Multi-Casualty Branch/Operations Section Planning Activities.

c. Establish Medical Group/Division with assigned personnel. Request additional personnel and resources sufficient to handle the magnitude of the incident.
d. Designate Treatment Team Leaders and treatment area locations as appropriate.
e. Isolate Morgue and Minor Treatment Area from Immediate and Delayed Treatment Areas.
f. Request law enforcement/coroner involvement as needed.
g. Determine amount and types of additional medical resources and supplies needed to handle the magnitude of the incident (medical caches, backboards, litters, cots).
h. Establish communications and coordination with the Patient Transportation Group Supervisor.
i. Ensure activation of hospital alert system, local EMS/health agencies.
j. Direct and/or supervise on-scene personnel from agencies such as Coroner's Office, Red Cross, law enforcement, ambulance companies, county health agencies, and hospital volunteers.
k. Ensure proper security, traffic control, and access for the Medical Group/Division area.
l. Direct medically trained personnel to the appropriate team leader.
m. Maintain Unit Log. (ICS 214-CG).

TRIAGE TEAM LEADER - The Triage Team Leader supervises Triage Personnel/Litter Bearers and the Morgue Manager. The Triage Team Leader assumes responsibility for providing triage management and movement of patients from the triage area. When triage has been completed, the Triage Team Leader may be reassigned as needed.

a. Review Common Responsibilities in Chapter 2.

b. Develop organization sufficient to handle assignment.
c. Inform Medical Group/Division Supervisor of resource needs.
d. Implement triage process.
e. Coordinate movement of patients from the Triage Area to the appropriate Treatment Area.
f. Give periodic status reports to the Medical Group/Division Supervisor.
g. Maintain security and control of the Triage Area.
h. Establish Morgue.

TRIAGE PERSONNEL - Triage Personnel appropriately treat patients on-scene and assign them to treatment areas.

a. Review Common Responsibilities in Chapter 2.
b. Report to designated on-scene triage location.
c. Triage and tag injured patients. Classify patients while noting injuries and vital signs if taken.
d. Direct movement of patients to proper Treatment Areas.
e. Provide appropriate medical treatment (ABC's) to patients prior to movement as incident conditions dictate.

TREATMENT TEAM LEADER - The Treatment Team Leader supervises the Treatment Managers and the Treatment Dispatch Manager. The Treatment Team Leader assumes responsibility for treatment, preparation for transport, and coordination of patient treatment in the Treatment Areas and directs movement of patients to loading location(s).

a. Review Common Responsibilities in Chapter 2.
b. Develop organization sufficient to handle assignment.
c. Direct and supervise Treatment Dispatch, Immediate Delayed, and Minor Treatment Areas.

d. Coordinate movement of patients from Triage Area to Treatment Areas with Triage Team Leader.
e. Request sufficient medical caches and supplies as necessary.
f. Establish communications and coordination with Patient Transportation Group.
g. Ensure continual triage of patients throughout Treatment Areas.
h. Direct movement of patients to ambulances loading area(s).
i. Give periodic status reports to Medical Group/Division Supervisor.

TREATMENT DISPATCH MANAGER - The Treatment Dispatch Manager is responsible for coordinating with Patient Transportation Group, the transportation of patients out of the Treatment Area.

a. Review Common Responsibilities in Chapter 2.
b. Establish communications with the Immediate, Delayed, and Minor Treatment Managers.
c. Establish communications with Patient Transportation Group.
d. Verify that patients are prioritized for transportation.
e. Advise Medical Communications Coordinator of patient readiness and priority for dispatch.
f. Coordinate transportation of patients with the Medical Communications Coordinator.
g. Assure that appropriate patient tracking information is recorded.
h. Coordinate ambulance loading with Treatment Manager and ambulance personnel.

IMMEDIATE TREATMENT MANAGER - The Immediate Treatment Manager is responsible for

treatment and re-triage of patients assigned to Immediate Treatment Area.

a. Review Common Responsibilities in Chapter 2.
b. Request or establish Medical Teams as necessary.
c. Assign treatment personnel to patients received in the Immediate Treatment Area.
d. Ensure treatment of patients triaged to the Immediate Treatment Area.
e. Assure that patients are prioritized for transportation.
f. Coordinate transportation of patients with Treatment Dispatch Manager.
g. Notify Treatment Dispatch Manager of patient readiness and priority for transportation.
h. Assure that appropriate patient information is recorded.

DELAYED TREATMENT MANAGER - The Delayed Treatment Manager is responsible for treatment and re-triage of patients assigned to the Delayed Treatment Area.

a. Review Common Responsibilities in Chapter 2.
b. Request or establish Medical Teams as necessary.
c. Assign treatment personnel to patients received in the Delayed Treatment Area.
d. Assure that patients are prioritized for transportation.
e. Coordinate transportation of patients with Treatment Dispatch Manager.
f. Notify Treatment Dispatch Manager of patient readiness and priority for transportation.
g. Assure that appropriate patient information is recorded.

MINOR TREATMENT MANAGER - The Minor Treatment Manager is responsible for treatment and re-triage of patients assigned to the Minor Treatment Area.

a. Review Common Responsibilities in Chapter 2.
b. Request or establish Medical Teams as necessary.
c. Assign treatment personnel to patients received in the Minor Treatment Area.
d. Assure that patients are prioritized for transportation.
e. Coordinate transportation of patients with Treatment Dispatch Manager.
f. Notify Treatment Dispatch Manager of patient readiness and priority for transportation.
g. Assure that appropriate patient information is recorded.
h. Coordinate volunteer personnel/organizations through Agency Representatives and Treatment Team Leader.

PATIENT TRANSPORTATION GROUP SUPERVISOR
The Patient Transportation Group Supervisor supervises the Medical Communications Coordinator and the Air and Ground Ambulance Coordinators. The Patient Transportation Group Supervisor is responsible for the coordination of patient transportation and maintenance of records relating to patient identification, injuries, mode of off-incident transportation and destination.

a. Review Common Responsibilities in Chapter 2.
b. Review Division Group Supervisor responsibilities in Chapter 7.
c. Establish communications with hospital(s).
d. Designate ambulance staging area(s).
e. Direct the transportation of patients as determined by Treatment Team Leaders.

f. Assure that patient information and destination is recorded.
g. Establish communications with Ambulance Coordinator(s).
h. Request additional ambulances, as required.
i. Notify Ambulance Coordinator(s) of ambulance requests.
j. Coordinate requests for air ambulance transportation through the Air Operations Director.
k. Establish Air Ambulance Helispot with the Multi-Casualty Branch Director and Air Operation Director.
l. Maintain Unit Log (ICS 214-CG).

MEDICAL COMMUNICATION COORDINATOR - The Medical Communications Coordinator supervises the Transportation Recorder and maintains communications with the hospital alert system and/or other medical facilities to assure proper patient transportation and destination. The Medical Communication Coordinator coordinates information through the Patient Transportation Group Supervisor and the Transportation Recorder.

a. Review Common Responsibilities in Chapter 2.
b. Establish communications with hospital alert system.
c. Determine and maintain current status of hospital/medical facility availability and capability.
d. Receive basic patient information and injury status from Treatment Dispatch Manager.
e. Communicate hospital availability to Treatment Dispatch Manager.
f. Coordinate patient off-incident destination with the hospital alert system.
g. Communicate patient transportation needs to the Ambulance Coordinators based upon requests from Treatment Dispatch Manager.

h. Maintain appropriate records.

AIR/GROUND AMBULANCE COORDINATOR - The Air/Ground Ambulance Coordinators are responsible for managing the Air/Ground Ambulance Staging Areas, and for dispatching ambulances as requested.

a. Review Common Responsibilities in Chapter 2
b. Establish appropriate staging area for ambulances.
c. Establish routes of travel for ambulances for incident operations.
d. Establish and maintain communications with the Air Operations Branch Director.
e. Establish and maintain communications with the Medical Communications Coordinator and the Treatment Dispatch Manager. Provide ambulances upon request from the Medical Communications Coordinator.
f. Maintain records as required.
g. Assure that necessary equipment is available in the ambulance for patient needs during transportation.
h. Establish immediate contact with ambulance agencies at the scene.
i. Request additional transportation resources as appropriate.
j. Provide an inventory of medical supplies at the ambulance staging area for use at the scene.

FAMILY ASSISTANCE BRANCH – The Family Assistance Branch provides services to the victims' family members; coordinates activities, lodging, food, spiritual and emotional needs, and transportation to special events (press conferences, memorial services to the scene of the incident when authorized, etc.), and any special needs that arise during the incident that may assist the victims' family members. NOTE: The

National Transportation Safety Board (NTSB) typically provides this assistance for major transportation disasters.

The major responsibilities of the Family Assistance Branch are:

a. Review Common Responsibilities in Chapter 2.
b. Review Branch Director responsibilities in Chapter 7.
c. Coordinate with local and state authorities, to include the medical examiner, local law enforcement, emergency management, hospitals, and other emergency support personnel.
d. Conduct daily coordination meetings with the local and Federal government representatives to review daily activities, resolve problem areas, and synchronize future family support operations and activities.
e. Coordinate and provide briefings to families at the site and those who decide not to be at the site.
f. Ensure adequate number of Family Assistance Team members present at all times to allow for rest, exercise and proper rotation.
g. Establish and maintain working relationship with the CERT and CISM teams to cross-reference needs of the victims' families.
h. Attend all staff briefings and planning meetings as required.
i. Request necessary equipment and supplies through LSC.
j. Ensure adequate lodging and/or sleeping arrangements.
k. Ensure that security needs for the victims' family members are addressed.
l. Ensure that all communications are centrally coordinated.
m. Ensure that all transportation scheduling is centrally coordinated.

n. Maintain Unit Log (ICS 214-CG).
o. The following agencies provide similar assistance during emergencies and may be of assistance:
   - American Red Cross (ARC)
   - Department of Health and Human Services (DHHS)
   - Federal Emergency Management Agency (FEMA)
   - NTSB

MEDICAL SUPPLY COORDINATOR - The Medical Supply Coordinator is responsible for acquiring and maintaining control of appropriate medical equipment and supplies from units assigned to the Medical Group.

a. Review Common Responsibilities in Chapter 2.
b. Acquire, distribute and maintain status of medical equipment and supplies within the Medical Group/Division.
c. Request additional medical supplies (medical caches). If the Logistics Section is established, the Medical Supply Coordinator will coordinate needs with the Supply Unit Leader.
d. Distribute medical supplies to Treatment and Triage Teams.
e. Maintain Unit Log (ICS 214-CG).

MORGUE MANAGER - The Morgue Manager is responsible for Morgue Area activities until relieved of that responsibility by the Office of the Coroner.

a. Review Common Responsibilities in Chapter 2.
b. Assess resource/supply needs and order as needed.
c. Coordinate all Morgue Area activities.
d. Keep area off limits to all but authorized personnel.

e. Coordinate with law enforcement and assist the Coroners Office as necessary.
f. Keep identity of deceased persons confidential.
g. Maintain appropriate records.
h. Maintain Unit Log (ICS 214-CG).

HOSPITAL EMERGENCY RESPONSE TEAM (HERT)

A Hospital Emergency Response Team is recommended to consist of a minimum of three (3) medical personnel, optimum of five (5) medical personnel, which includes a team leader and any combination of physicians, nurses or physicians' assistants. HERT Teams will be requested through the Incident Commander. HERT Teams report to the Treatment Team Leader and assume responsibility for patient assessment and treatment as assigned.

a. Review Common Responsibilities in Chapter 2.
b. Report to the Incident Command Post for assignment.
c. Perform medical treatment and other duties as assigned.
d. Remain at assigned Treatment Area unless otherwise reassigned.
e. Respond to scene with appropriate emergency medical equipment.
f. Maintain Unit Log (ICS 214-CG).

CHAPTER 23

EVENT MANAGEMENT
AND
NATIONAL SPECIAL SECURITY EVENTS (NSSEs)

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EVENT MANAGEMENT
AND
NATIONAL SPECIAL SECURITY EVENTS (NSSEs)

References:

(a) Presidential Decision Directive 62 (PDD-62), May 1998
(b) Homeland Security Presidential Directive 5 (HSPD – 5)
(c) Homeland Security Presidential Directive 7 (HSPD – 7)
(d) National Response Plan (NRP)
(e) National Incident Management System (NIMS)
(f) Event Management Job Aid

NOTE: This chapter provides a very brief overview of Natiional Special Security Event (NSSE) and Event Management. For more information, please see references (a) through (c).

INTRODUCTION

Event Management is becoming more significant in daily operations. Planned Events can vary from a local Opsail to large scale National Special Security Events (NSSE's) as described in reference (a). Events while in they may require a significant organization to run; the possible contingencies associated with events must also be planned for (such as protests and terrorist actions). Because of the flexibility and structure of NIMS ICS, planning and executing Events using NIMS ICS can make the event run smoother and make contingency execution simpler.

Presidential Decision Directive 62 (PDD – 62) established NSSE's as a designated event that by virtue of its political, economic, social, or religious significance

may be the target of terrorism or criminal activity. Homeland Security Presidential Directive 5 (HSPD – 5) directs DHS responsibility for domestic incident management and coordination of the Federal Government's operational response resources in preparing for and responding to terrorist attacks. Under Homeland Security Presidential Directive 7 (HSPD-7), the Secretary of DHS will make the final determination to designate an event as an NSSE in consultation with the Homeland Security Council.

The NSSE designation process is initiated by a formal request from the governor of the state hosting the event to the Secretary of the Department of Homeland Security (DHS). In situations where the event is federally sponsored (e.g., State of the Union Address), an appropriate federal official will make the request. Additionally, Secretary DHS retains full authority to directly designate NSSE events.

Formal requests are reviewed by the NSSE Working Group, comprised of representatives from the US Secret Service (USSS), Federal Bureau of Investigation (FBI), DHS Emergency Preparedness and Response (EP&R), Federal Emergency Management Agency (FEMA), Department of Defense (DOD) and other DHS agencies with USCG members from COMDT (G-RPC). The NSSE Working Group provides a consensus recommendation to the Secretary DHS regarding NSSE designation. Factors typically considered:

- Federal participation.
- Anticipated attendance by dignitaries.
- Size, significance, and duration of the event.
- Location and recurring nature of the event.
- Anticipated media coverage.

- State and local resources available to support the event.
- Multiplicity of jurisdictions.
- Adequacy of security absent NSSE designation.
- Available threat assessments.

Once NSSE designation has been made, the USSS contacts the relevant federal, state, and local officials to begin planning, coordinating, and implementing a comprehensive security plan for the event. Events that fail to meet required criteria for NSSE designation are considered Special Event Homeland Security (SEHS) under categorized levels I thru IV. The SEHS Working Group is comprised of all DHS agencies including USCG members from COMDT (G-RPC). The SEHS process is similar to NSSE designation for determining the level and thereby the appropriate support given to an event.

NSSE and SEHS working groups provide lists of designated events to their membership identified on the Prioritized Special Event List compiled by DHS. When COMDT (G-RPC) receives the list of events, the list is then forwarded to the Areas for review and action to continue support as required. A designated Federal Coordinator (FC) directs jointly conducted detailed planning and coordination of all assets and resources allocated from participating organizations throughout event execution until conclusion, by way of submitting a consolidated final report to DHS.

When activated to support an NSSE or other security coordination function, the DHS/U.S. Secret Service (USSS) Multi-agency Command Center (MACC) and the FBI JOC are collocated at the JFO when possible.

These agencies work together using the principles of Unified Command, with a pre-designated PFO facilitating interagency incident management coordination during NSSE planning and execution. For these situations, the JFO combines the functions of the DHS/USSS MACC, the FBI JOC, and the Response and Recovery Operations Branch.

EVENT MANAGEMENT AND NATIONAL SPECIAL SECURITY EVENT (NSSE) SPECIFIC ICS POSITIONS AND TASK DESCRIPTIONS

Figure 9 of the NRP (reference (a)) shows the structure for an NSSE.

For NSSE's, a third branch, the Security Operations Branch, may be added to coordinate protection and security efforts.

Security Operations Branch: The Security Operations Branch coordinates protection and site security efforts, and incorporates the functions of the DHS/USSS MACC during NSSE's.

Multi-agency Command Center (MACC). An interagency coordination center established by DHS/USSS during NSSE's as a component of the JFO. The MACC serves as the focal point for interagency security planning and coordination, including the coordination of all NSSE-related information from other intra-agency centers (e.g., police command posts, Secret Service security rooms) and other interagency centers (e.g., intelligence operations centers, joint information centers).

Operational supplements typically are detailed plans relating to specific incidents or events. Operational supplements routinely are developed to support NSSE's.

NOTE: For more information on Event Management, please see references (a) through (c).

CHAPTER 24

COAST GUARD NIMS ICS FORMS LIST
For Incident Management Team and Area Command

Note: Forms noted with * have NIIMS equivalent forms

Incident Management Team Forms

ICS Form #	Form Title	Prepared By
ICS 201-CG*	Incident Briefing	Initial Incident Commander
ICS 202-CG*	Incident Objectives	Planning Section Chief
ICS 203-CG*	Organization Assignment List	Resources Unit Leader
ICS 204-CG*	Assignment List	Resources Unit Leader & Operations Section Chief
ICS 204a-CG	Assignment List Attachments	Operations & Planning Sections Staff
ICS 205-CG*	Incident Radio Communications Plan	Communications Unit Leader
ICS 205a-CG	Communications List	Communications Unit Leader
ICS 206-CG*	Medical Plan	Medical Unit Leader
ICS 207-CG*	Incident Organization Chart	Resources Unit Leader
ICS-208-CG	Site Safety Plan	Safety Officer
ICS 209-CG	Incident Status Summary	Situation Unit Leader
ICS-210	Status Change Card	On-scene Incident Dispatcher

ICS Form #	Form Title	Prepared By
ICS 211-CG*	Check-In List	Resources Unit/ Check-in Recorder
ICS 213	General Message	Any message originator
ICS-213 RR CG	Resource Request Message	Any Resource Requester
ICS 214-CG*	Unit Log	All Sections and Units
ICS 215-CG*	Operational Planning Worksheet	Operations Section Chief
ICS 215a-CG	Hazard/Risk Analysis Worksheet	Safety Officer
ICS 218	Support Vehicle/Vessel Inventory	Ground/Vessel Support Unit Leaders
ICS-219	Resource Status Card	Resources Unit Leader
ICS 220-CG*	Air Operations Summary Worksheet	Operations Section Chief or Air Branch Director
ICS 221-CG*	Demobilization Checkout	Demobilization Unit Leader
ICS 230-CG	Daily Meeting Schedule	Situation Unit Leader
ICS 232-CG	Resources at Risk Summary	Environmental Unit Leader
ICS 233-CG	Open Action Tracking	Situation Unit Leader
ICS 234-CG	Work Analysis Matrix	Operations & Planning Section Chiefs

Area Command Team Forms

ICS Form #	Form Title	Prepared By
ICS AC202-CG	Area Command Objectives/Priorities	Planning Section Chief
ICS AC205-CG	Area Command Communications List	Communications Unit Leader
ICS AC207-CG	Area Command Organization Chart	Resource Unit Leader
ICS AC209-CG	Area Command Status Summary	Situation Unit Leader
ICS 211-CG*	Check-in List	Resource Unit Leader
ICS 214-CG*	Unit Log	All Sections and Units
ICS AC215-CG	Resource Allocation & Prioritization Worksheet	Command & Planning Section Chief
ICS AC230-CG	Area Command Daily Meeting Schedule	Situation Unit Leader
ICS 233-CG	Open Action Tracking	Situation Unit Leader
ICS AC235-CG	Area Command Log Of significant Events	Planning Section Chief

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CHAPTER 25

GLOSSARY AND ACRONYMS

ACCESS CONTROL POINT – The point of entry and exit from control zones at a Hazardous Substance Incident. This physical location is controlled by response personnel limiting access to and from work areas.

AGENCY – A division of government with a specific function, or a non-governmental organization.

AGENCY REPRESENTATIVE (AREP) – Individual assigned to an incident from an assisting or cooperating agency that has been delegated full authority to make decisions on all matters affecting their agency's participation at the incident. Agency Representatives report to the incident LNO.

ALL RISK – Any incident or event, natural or human caused, that warrants action to protect life, property, environment, public health or safety to minimize disruption of government, social, or economic activities.

ALL-HAZARD – Any incident or event, natural or human caused, that requires an organized response by a public, private, and/or governmental entity in order to protect life, public health and safety, values to be protected, and to minimize any disruption of governmental, social, and economic services.

ALTERNATIVE RESPONSE TECHNOLOGIES (ART) – Response methods or techniques other than mechanical containment or recovery. ART may include use of chemical dispersants, in-situ burning,

bioremediation, or other alternatives. Application of ART must be authorized and directed by the OSC.

AREA COMMAND – An organization established to: (1) oversee the management of multiple incidents that are each being handled by an ICS Incident Management Teams (IMT) organization or (2) oversee the management of large or multiple incidents to which several IMTs have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, and ensure that objectives are met and strategies followed. (See also: Unified Area Command).

ASSIGNED RESOURCES – Resources checked-in and assigned work tasks on an incident.

ASSIGNMENTS – Tasks given to resources to perform within a given operational period, based upon tactical objectives in the IAP.

ASSISTANT – Title for subordinates of the Command Staff positions assigned to assist the Command Staff person manage their workload. In some cases, assistants are also assigned to unit leader positions in the planning, logistics, and finance/administration sections.

ASSISTING AGENCY – Is an agency directly contributing or providing tactical or service resources to another agency.

AVAILABLE RESOURCES – Incident-based resources that are immediately available for assignment.

BASE – That location at which the primary logistics functions are coordinated and administered. (Incident name or other designator will be added to the term "Base.") The ICP may be collocated with the Base. There is only one Base per incident.

BRANCH – The organizational level having functional and/or geographic responsibility for major incident operations. The Branch level is organizationally between Section and Division/Group in the Operations Section and between Section and Units in the Logistics Section. Branches are identified by roman numerals or by functional name (e.g. service, support).

BUYING TEAM – A team that supports incident procurement and is authorized to procure a wide range of services, supplies, and equipment rentals.

CACHE – A pre-determined complement of tools, equipment, and/or supplies stored in a designated location, and available for incident use.

CAMP – Geographical site(s) within the general incident area, separate from the incident base, equipped and staffed to provide sleeping, food, water, and sanitary services to incident personnel.

CHECK-IN – Process whereby resources first report to incident response. Check-in locations include: Incident Command Post (Resources Unit), Incident Base, Camps, Staging Areas, Helibases, Helispots, or Division/Group Supervisors (for direct tactical assignments).

CHIEF – The ICS title for individuals responsible for the command of functional Sections: Operations, Planning, Logistics, and Finance/Administration.

CLEAR TEXT – The use of plain English in radio communications transmission. Neither 10 Codes nor agency-specific codes are used when using Clear Text.

COMMAND – The act of directing, ordering, and/or controlling resources by virtue of explicit legal, agency, or delegated authority. May also refer to an IC or to the UC.

COMMAND POST – See Incident Command Post.

COMMAND STAFF – The Command Staff consists of the PIO, SOFR, and LNO, who report directly to an IC. May also include Intelligence Officer. They may have an assistant or assistants, as needed.

COMMON OPERATING PICTURE – Is a broad view of the overall situation as reflected by situation reports, aerial photography and other information and intelligence.

COMPLEX – Two or more individual incidents located in the same general proximity, which are assigned to a single IC or UC to facilitate management.

CONTAMINANT – See Pollutant.

CONTAMINATION CONTROL LINE (CCL) – The established line around the Contamination Reduction Zone that separates the Contamination Reduction Zone from the Support Zone.

CONTAMINATION REDUCTION CORRIDOR (CRC) – A CRC is that area within the Contamination Reduction Zone where the actual decontamination is to take place. Exit from the Exclusion Zone is through the

Contamination Reduction Corridor (CRC). The CRC will become contaminated as people and equipment pass through to the decontamination stations.

CONTAMINATION REDUCTION ZONE (CRZ) – That area between the Exclusion Zone and the Support Zone. This zone contains the Personnel Decontamination Station. This zone may require a lesser degree of personnel protection than the Exclusion Zone. This area separates the contaminated area from the clean area and acts as a buffer to reduce contamination of the clean area.

CONTINGENCY PLAN – The portion of an IAP or other plan that identifies possible but unlikely events and the contingency resources needed to mitigate those events.

CONTROL ZONES – The geographical areas within the control lines set up at a hazardous substance incident. The three zones most commonly used are the Exclusion Zone, Contamination Reduction Zone, and Support Zone.

COOPERATING AGENCY – An agency supplying assistance other than direct tactical or support functions or resources to the incident control effort (e.g., Red Cross, law enforcement agency, telephone company, etc.).

COORDINATION CENTER – Term used to describe any facility that is used for the coordination of agency or jurisdictional resources in support of one or more incidents.

COST SHARING AGREEMENTS – Agreements between agencies or jurisdictions to share designated costs related to incidents. Cost sharing agreements are

normally written but may also be verbal between an authorized agency or jurisdictional representatives at the incident.

CRITICAL INFRASTRUCTURES – Systems and assets, whether physical or virtual, so vital to the United States that the incapacity or destruction of such systems and assets would have a debilitating impact on security, national economic security, national public health or safety, or any combination of those matters.

DEMOBILIZATION – Release of resources from an incident in strict accordance with a detailed plan approved by the IC/UC.

DEPUTY – A fully qualified individual who, in the absence of a superior, could be delegated the authority to manage a functional operation or perform a specific task. In some cases, a Deputy could act as relief for a superior and, therefore, **must be fully qualified** in the position. Deputies can be assigned to the Incident Commander, General Staff, and Branch Directors.

DIRECTOR – ICS title for individuals responsible for supervision of a Branch.

DIVISION – Organization level used to divide an incident into geographical areas of operation. The Division level is established when the number of resources exceeds the span-of-control of the OSC and is organizationally between the Task Force/Team and the Branch. (See also: Group.)

EMERGENCY OPERATIONS CENTER (EOC) – The pre-designated facility established by an agency or jurisdiction to coordinate the overall agency or jurisdictional response and support to an emergency.

The EOC coordinates information and resources to support domestic incident management activities.

EMERGENCY SUPPORT FUNCTION (ESF) – The National Response Plan (NRP) details 15 ESFs in place to coordinate operations during Federal involvement in an incident including transportation, communications, public works, engineering, firefighting, information and planning, mass care, resource support, health and medical services, urban search and rescue, hazardous materials, food, and energy.

EVENT – A planned, non-emergency activity. ICS can be used as the management system for a wide range of events, e.g. NSSES, Opsail, parades, concerts, or sporting activities. The event IAP usually includes contingency plans for possible incidents that might occur during the event.

EXCLUSION ZONE – The area immediately around a spill or release where contamination does or could occur. The innermost of the three zones of a hazardous substance/material incident. Special protection is required for all personnel while in this zone.

EXPANDED ORDERING – An organization that is authorized to set up outside of the ICP to assist the Logistics Section with ordering supplies, services and resources to support the incident. The expanded ordering does not decide allocation of critical resources because they are dealt with by Area Command.

FACILITY OWNER (FO) – FO is the owner/operator of the facility or source which precipitated an incident.

FEDERAL COORDINATING OFFICER (FCO) – The Federal officer who is appointed to manage Federal

resource support activities related to Stafford Act disasters and emergencies. The FCO is responsible for coordinating the timely delivery of Federal disaster assistance resources and programs to the affected State and local governments, individual victims, and the private sector.

FEDERAL ON-SCENE COORDINATOR (FOSC) – The Federal official pre-designated by the EPA or the USCG to coordinate responses under subpart D of the NCP (40 CFR 300) or the government official designated to coordinate and direct removal actions under subpart E of the NCP. A FOSC can also be designated as the Incident Commander.

FEDERAL RESOURCE COORDINATOR (FRC) – The Federal official appointed to manage Federal resource support activities related to non-Stafford Act incidents. The FRC is responsible for coordinating support from other Federal departments and agencies using interagency agreements and MOU's.

FEDERAL INCIDENT RESPONSE SUPPORT TEAM (FIRST) – A forward component of the ERT-A that provides on-scene support to the local Incident Command or Area Command structure.

FINANCE/ADMINISTRATION SECTION – The section responsible for all administrative and financial considerations on an incident.

GENERAL STAFF – The group of incident management personnel reporting to the IC and are comprised of: OSC, PSC, LSC, and FSC. They may each have a deputy/deputies.

GEOGRAPHIC INFORMATION SYSTEM (GIS) – A GIS is an electronic information system, which provides a geo-referenced database to support management decision-making.

GROUP – An organizational level established to divide the incident into functional areas of operation. Groups are composed of resources assembled to perform a special function not necessarily within a single geographic division. A Group is located between Branches (when activated) and Resources in the Operations Section. (See also: Division)

HAND CREW – A number of individuals that have been organized and trained and are supervised principally for operational assignments on an incident.

HAZARDOUS CATEGORIZATION TEST (HAZ CAT) – A field analysis to determine the hazardous characteristics of an unknown substance.

HAZARDOUS MATERIAL – For the purposes of ESF #1, hazardous material is a substance or material, including a hazardous substance, that has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated (see 49 CFR 171.8). For the purposes of ESF #10 and the Oil and Hazardous Materials Incident Annex, the term is intended to mean hazardous substances, pollutants, and contaminants as defined by the NCP.

HAZARDOUS SUBSTANCE – As defined by the NCP, any substance designated pursuant to section 311(b)(2)(A) of the Clean Water Act; any element, compound, mixture, solution, or substance designated

pursuant to section 102 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA); any hazardous waste having the characteristics identified under or listed pursuant to section 3001 of the Solid Waste Disposal Act (but not including any waste the regulation of which under the Solid Waste Disposal Act (42 U.S.C. § 6901 et seq.) has been suspended by act of Congress); any toxic pollutant listed under section 307(a) of the Clean Water Act; any hazardous air pollutant listed under section 112 of the Clean Air Act (42 U.S.C. § 7521 et seq.); and any imminently hazardous chemical substance or mixture with respect to which the EPA Administrator has taken action pursuant to section 7 of the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.).

HELIBASE – A location within the general incident area for parking, fueling, maintenance, and loading of helicopters.

HELISPOT – A location where a helicopter can take off and land. Some helispots may be used for temporary loading.

INCIDENT– An occurrence either human-caused or natural phenomenon, that requires action or support by emergency service personnel to prevent or minimize loss of life or damage to property and/or natural resources.

INCIDENT ACTION PLAN (IAP) – An oral or written plan containing general objectives reflecting the overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for management of the incident during one or more operational periods.

INCIDENT BASE – Location at the incident where the primary logistics functions are coordinated and administered. The ICP may be collocated with the base. There is only one base per incident.

INCIDENT COMMANDER (IC) – The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site. (See also: Unified Command).

INCIDENT COMMAND POST (ICP) – The field location at which the primary tactical-level, on-scene incident command functions are performed. The ICP may be collocated with the incident base or other incident facilities.

INCIDENT COMMAND SYSTEM (ICS) – A standardized on-scene emergency management concept specifically designed to allow its user(s) to adopt an integrated organizational structure equal to the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries.

INCIDENT MANAGEMENT TEAM (IMT) – The Incident Commander and appropriate Command and General Staff personnel assigned to an incident.

INCIDENT OF NATIONAL SIGNIFICANCE (INS) – An actual or potential high-impact event that requires a coordinated and effective response by an appropriate combination of Federal, State, local, tribal, non-governmental, and/or private-sector entities in order to

save lives and minimize damage and provide the basis for long-term community recovery and mitigation activities.

INCIDENT OBJECTIVES – Statements of guidance and direction necessary for the selection of appropriate strategies, and the tactical direction of resources. Tactical incident objectives address the tactical response issues while management incident objectives address the incident management issues. Tactical incident objectives are based on realistic expectations of what can be accomplished when all allocated resources have been effectively deployed. Incident objectives must be achievable and measurable, yet flexible enough to allow for strategic and tactical alternatives.

INCIDENT OVERHEAD – All supervisory positions described in the Incident Command System.

INCIDENT SUPPORT ORGANIZATION – Includes any off-incident support provided to an incident. Examples would be EOCs, airports, expanded ordering, etc.

INCIDENT SITUATION DISPLAY – The Situation Unit is responsible for maintaining a display of status boards, which communicate critical incident information vital to establishing an effective command and control environment.

INITIAL ACTION – The actions taken by the first resources to arrive at the incident. Initial actions may be to size up, patrol, monitor, withhold from any action, or take aggressive initial measures.

INITIAL RESPONSE – Resources initially committed to an incident.

INLAND ZONE – As defined in the NCP, the environment inland of the coastal zone excluding the Great Lakes and specified ports and harbors on the inland rivers. The term “coastal zone” delineates an area of Federal responsibility for response action. Precise boundaries are determined by EPA/USCG agreements and identified in Regional Contingency Plan’s (RCPs).

INTELLIGENCE AND INFORMATION – National security, classified information, or other operational information necessary for incident decision making. Traditionally located in the Planning Section but may be moved to other parts of the ICS organization based on Command needs.

JOINT FIELD OFFICE (JFO) – A temporary Federal facility established locally to provide a central point for Federal, State, local, and tribal executives with responsibility for incident oversight, direction, and/or assistance to effectively coordinate protection, prevention, preparedness, response, and recovery actions. The JFO will combine the traditional functions of the JOC, the FEMA DFO, and the JIC within a single Federal facility.

JOINT INFORMATION CENTER (JIC) – A facility established within or near the ICP where the PIO and staff can coordinate and provide information on the incident to the public, media, and other agencies. The JIC is normally staffed with representation from the FOSC, SOSC, and FO.

JOINT INFORMATION SYSTEM (JIS) – Integrates incident information and public affairs into a cohesive organization designed to provide consistent,

coordinated, timely information during a crisis or incident operations.

JOINT OPERATIONS CENTER (JOC) – The JOC is the focal point for all Federal investigative law enforcement activities during a terrorist or potential terrorist incident or any other significant criminal incident, and is managed by the SFLEO. The JOC becomes a component of the JFO when the NRP is activated.

JURISDICTION – The range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority for incident mitigation. Jurisdictional authority at an incident can be political/geographical (e.g., city, county, state or federal boundary lines) or functional (e.g., police department, health department, etc.). (See also: Multi-jurisdiction Incident.)

LEADER – The ICS title for an individual responsible for a Task Force/Strike Team or functional unit.

LOGISTICS SECTION – The Logistics Section is responsible for providing facilities, services, and materials in support of the incident.

MAJOR DISASTER – As defined by the Stafford Act, any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this act to supplement the efforts and available

resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

MANAGEMENT BY OBJECTIVES – In ICS, this is a top-down management activity which involves the following steps to achieve the incident goal: (1) establishing incident objectives, (2) selection of appropriate strategy(s) to achieve the objectives, and (3) the tactical direction associated with the selected strategy.

MANAGERS – Individuals within ICS organizational units that are assigned specific managerial responsibilities (e.g., Staging Area Manager).

MESSAGE CENTER – The Message Center is part of the Communications Center and collocated with or adjacent to it. It receives, records, and routes information about resources reporting to the incident, resource status, and handles administration, and tactical traffic.

MISSION ASSIGNMENT – The vehicle used by DHS/EPR/FEMA to support Federal operations in a Stafford Act major disaster or emergency declaration. It orders immediate, short-term emergency response assistance when an applicable State or local government is overwhelmed by the event and lacks the capability to perform, or contract for, the necessary work.

MITIGATE – Any action to contain, reduce, or eliminate the harmful effects of a spill or release of a hazardous substance/material.

MOBILIZATION CENTER – An off-incident location at which emergency service personnel and equipment are temporarily located pending assignment, release, or reassignment.

MORGUE (Temporary On-Incident) – Is an area designated for temporary placement of the dead. The Morgue is the responsibility of the Coroner's Office when a Coroner's Representative is on-scene.

MULTI-AGENCY COORDINATION (MAC) – A generalized term which describes the functions and activities of representatives of involved agencies and/or jurisdictions who come together to make decisions regarding the prioritizing of incidents, and the sharing and use of critical resources. The MAC organization is not a part of the on-scene ICS and is not involved in developing incident strategy or tactics.

MULTI-AGENCY INCIDENT – Is an incident where one or more agencies assist a jurisdictional agency or agencies. May be single or Unified Command.

MULTIJURISDICTIONAL INCIDENT – Is an incident requiring action from multiple agencies that each have jurisdiction to manage certain aspects of an incident. In ICS, these incidents will be managed under Unified Command.

NATIONAL INFRASTRUCTURE COORDINATING CENTER (NICC) – Managed by the DHS Information Analysis and Infrastructure Protection Directorate, the NICC monitors the Nation's critical infrastructure and key resources on an ongoing basis. In the event of an incident, the NICC provides a coordinating vehicle to share information with critical infrastructure and key resources information-sharing entities.

NATIONAL RESPONSE CENTER (NRC) – A national communications center for activities related to oil and hazardous substance response actions. The NRC, located at DHS/USCG Headquarters in Washington, DC, receives and relays notices of oil and hazardous substances releases to the appropriate Federal OSC.

NATIONAL RESPONSE PLAN (NRP) – A document that describes the structure and processes comprising a national approach to domestic incident management designed to integrate the efforts and resources of Federal, State, local, tribal, private-sector, and nongovernmental organizations.

NATIONAL RESPONSE SYSTEM (NRS) – Pursuant to the NCP, the NRS is a mechanism for coordinating response actions by all levels of government (40 CFR § 300.21) for oil and hazardous substances spills and releases.

NATIONAL RESPONSE TEAM (NRT) – The NRT, comprised of the 16 Federal agencies with major environmental and public health responsibilities, is the primary vehicle for coordinating Federal agency activities under the NCP. The NRT carries out national planning and response coordination and is the head of a highly organized Federal oil and hazardous substance emergency response network. EPA serves as the NRT Chair, and DHS/USCG serves as Vice Chair.

NATIONAL SPECIAL SECURITY EVENT (NSSE) – A designated event that, by virtue of its political, economic, social, or religious significance, may be the target of terrorism or other criminal activity.

NATIONAL STRIKE FORCE (NSF) – The NSF consists of three strike teams established by DHS/USCG on the Pacific, Atlantic, and Gulf coasts. The strike teams can provide advice and technical assistance for oil and hazardous substances removal, communications support, special equipment, and services.

NOAA WEATHER STATION – A mobile weather data collection and forecasting facility (including personnel) provided by the National Oceanic and Atmospheric Administration (NOAA), which can be utilized within the incident area.

NONGOVERNMENTAL ORGANIZATION (NGO) – A nonprofit entity that is based on interests of its members, individuals, or institutions and that is not created by a government, but may work cooperatively with government to serve a public purpose, i.e., faith-based charity organizations, American Red Cross.

NUCLEAR INCIDENT RESPONSE TEAM (NIRT) – Created by the Homeland Security Act to provide DHS with a nuclear/radiological response capability. When activated, the NIRT consists of specialized Federal response teams drawn from DOE and/or EPA.

OFFICER – The ICS title for personnel responsible for the Command Staff positions of Safety, Liaison, and Public Information.

OPERATIONAL PERIOD – The period of time scheduled for execution of a given set of operation actions as specified in the IAP. Operational Periods can be various lengths, usually not over 24 hours. The Operational Period coincides with the completion of one planning “P” cycle (see Chapter 3 planning cycle).

OPERATIONS COORDINATION CENTER (OCC) – The primary facility of the Multi-Agency Coordination System. It houses staff and equipment necessary to perform MAC functions.

OPERATIONS SECTION – The Section responsible for all operations directly applicable to the primary mission. Directs the preparation of Branch, Division, and/or Unit operational plans, requests or releases resources, makes expedient changes to the IAP as necessary and reports such to the IC.

OUT-OF-SERVICE RESOURCES – Resources assigned to an incident, but they are unable to respond for mechanical, rest, or personnel reasons.

OVERHEAD PERSONNEL – Personnel who are assigned to supervisory positions that includes: Incident Commander, Command Staff, General Staff, Directors, Supervisors, and Unit Leaders.

PERSONAL PROTECTIVE EQUIPMENT (PPE) – That equipment and clothing required to shield or isolate personnel from the chemical, physical, and biological hazards that may be encountered at a hazardous substance/material incident. 33 CFR 154.1026, 33 CFR 155.1026

PLANNING SECTION – The section that is responsible for the collection, evaluation, and dissemination of tactical information related to the incident, and for the preparation and documentation of incident action plans. The section also maintains information on the current and forecasted situation, and on the status of resources assigned to the incident.

POLLUTANT OR CONTAMINANT – As defined in the NCP, includes, but is not limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, or physical deformations in such organisms or their offspring.

PRINCIPAL FEDERAL OFFICIAL (PFO) – The Federal official designated by the Secretary of Homeland Security to act as his/her representative locally to oversee, coordinate, and execute the Secretary's incident management responsibilities under HSPD-5 for Incidents of National Significance.

QUALIFIED INDIVIDUAL (QI) – The person authorized by the responsible party to act on their behalf, authorize expenditures, and obligate resources.

RADIOLOGICAL EMERGENCY RESPONSE TEAMS (RERT's) – Teams provided by EPA's Office of Radiation and Indoor Air to support and respond to incidents or sites containing radiological hazards. These teams provide expertise in radiation monitoring, radionuclide analyses, radiation health physics, and risk assessment.

REGIONAL RESPONSE TEAMS (RRT's) – Regional counterparts to the National Response Team, the RRT's comprise regional representatives of the Federal agencies on the NRT and representatives of each State within the region. The RRT's serve as planning and preparedness bodies before a response, and provide

coordination and advice to the Federal OSC during response actions.

REGIONAL RESPONSE COORDINATION CENTERS (RRCC) – A standing facility operated by DHS/EPR/FEMA that is activated to coordinate regional response efforts, establish Federal priorities, and implement local Federal program support until a JFO is established in the field and/or the PFO, FCO or FRC can assume their NRP coordination responsibilities.

REPORTING LOCATION – Any one of six facilities/locations where incident assigned resources may check-in. The locations are: Incident Command Post-Resources Unit, Base, Staging Area, Helibase, or Division/Group Supervisors (for direct line assignments). Check-in occurs at one location only.

RESOURCES – All personnel and major items of equipment available, or potentially available, for assignment to incident tasks on which status is maintained.

RESPONDER REHABILITATION – Also known as "rehab", a treatment of incident personnel who are suffering from the effects of strenuous work and/or extreme conditions.

SAR ON-SCENE COORDINATOR (SAR OSC) – The SAR OSC coordinates the SAR mission on-scene using the resources made available by SMC and should safely carry out the SAR Action Plan. The SAR OSC may serve as a Branch Director or Group Supervisor to manage on-scene operations after the SAR mission is concluded and other missions continue, such as search and recovery.

SECTION – That organization level having functional responsibility for primary segments of an incident such as: Operations, Planning, Logistics and Finance. The Section level is organizationally between Branch and Incident Commander.

SENIOR FEDERAL OFFICIAL (SFO) – A SFO is an individual representing a Federal department or agency with primary statutory responsibility for incident management.

SINGLE RESOURCE – Is an individual, a piece of equipment and its personnel complement, or a crew or team of individuals with an identified work supervisor that can be used on an incident.

SITE SAFETY AND HEALTH PLAN (SSHP) – Site-specific document required by state and Federal OSHA regulations and specified in the Area Contingency Plan. The SSHP, at minimum, addresses, includes, or contains the following elements: health and safety hazard analysis for each site task or operation, comprehensive operations work plan, personnel training requirements, PPE selection criteria, site-specific occupational medical monitoring requirements, air monitoring plan, site control measures, confined space entry procedures (if needed), pre-entry briefings (tailgate meetings, initial and as needed), pre-operations commencement health and safety briefing for all incident participants, and quality assurance of SSHP effectiveness.

SITUATION ASSESSMENT – The evaluation and interpretation of information gathered from a variety of sources (including weather information and forecasts, computerized models, GIS data mapping, remote sensing sources, ground surveys, etc.) that, when

communicated to emergency managers and decision makers, can provide a basis for incident management decision making.

SPAN OF CONTROL – A Command and Control term that means how many organizational elements may be directly managed by one person. Span of Control may vary from one to seven, and a ratio of five reporting elements is optimum.

STAGING AREA – That location where incident personnel and equipment are assigned awaiting tactical assignment. Staging Areas are managed by the OSC.

STAKEHOLDERS – Any person, group, or organization affected by and having a vested interest in the incident and/or the response operation.

STRATEGIC GOALS – Strategic goals are broad, general statements of intent.

STRATEGY – The general plan or direction selected to accomplish incident objectives.

STRATEGIC PLAN – Is a plan that addresses long-term issues such as impact of weather forecasts, time–phased resource requirements, and problems such as permanent housing for displaced disaster victims, environmental pollution, and infrastructure restoration.

STRIKE TEAM – Are specified combinations of the **same kind and type** of resources with common communications and a leader.

SUPERVISOR – ICS title for individuals responsible for command of a Division or Group.

SUPPORT ZONE – In a hazardous substance response, the clean area outside of the Contamination Control Line is a support zone. Equipment and personnel are not expected to become contaminated in this area. Special protective clothing is not required. This is the area where resources are assembled to support the hazardous substances/materials release operation.

SUPERVISOR OF SALVAGE AND DIVING (SUPSALV) – A salvage, search, and recovery operation established by the Department of Navy with experience to support response activities, including specialized salvage, firefighting, and petroleum, oil, and lubricants offloading.

TACTICAL DIRECTION – Directions given by the OSC that includes: the tactics appropriate for the selected strategy, the selection and assignment of resources, tactics implementation, and performance monitoring for each operational period.

TACTICS – Deploying and directing resources during an incident to accomplish the objectives designated by strategy.

TASK FORCE – A group of resources with common communications and a leader assembled for a specific mission.

T-CARD – Cards filled out with essential information for each resource they represent. The cards are color-coded to represent different types of resources.

TECHNICAL SPECIALISTS (THSP) – Personnel with special skills who can be used anywhere within the ICS organization.

TEMPORARY FLIGHT RESTRICTIONS (TFR) –TFRs are established by the Federal Aviation Administration (FAA) to ensure aircraft safety in the vicinity of the incident which restricts the operation of non-essential aircraft in the airspace around that incident.

TERRORISM – Any activity that: (1) involves an act that (a) is dangerous to human life or potentially destructive of critical infrastructure or key resources and (b) is a violation of the criminal laws of the United States or of any State or other subdivision of the United States; and (2) appears to be intended (a) to intimidate or coerce a civilian population, (b) to influence the policy of a government by intimidation or coercion, or (c) to affect the conduct of a government by mass destruction, assassination, or kidnapping.

UNACCEPTABLE RISK – Level of risk as determined by the risk management process which cannot be mitigated to an acceptable safe level.

UNIFIED COMMAND (UC) – An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the Unified Command to establish their designated Incident Commanders at a single ICP and to establish a common set of objectives and strategies and a single Incident Action Plan. This is accomplished without losing or abdicating authority, responsibility, or accountability.

UNIFIED AREA COMMAND (UAC) – A unified area command is established when incidents under an area command are multi-jurisdictional.

UNIT – That organizational element having functional responsibility for a specific incident planning, logistics, or finance/administration activity.

VESSEL OWNER (VO) – VO is the owner/operator of the vessel or source which precipitated the incident.

VOLUNTEER – Any individual accepted to perform services by an agency that has authority to accept volunteer services when the individual performs services without promise, expectation, or receipt of compensation for services performed.

WATERSHED REHABILITATION – Is also known as "rehab"; restoration of watershed to as-near-as-possible its pre-incident condition, or to a condition where it can recover on its own.

WEAPON OF MASS DESTRUCTION (WMD) – As defined in Title 18, U.S.C. § 2332a: (1) any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than 4 ounces, or missile having an explosive or incendiary charge of more than one-quarter ounce, or mine or similar device; (2) any weapon that is designed or intended to cause death or serious bodily injury through the release, dissemination, or impact of toxic or poisonous chemicals or their precursors; (3) any weapon involving a disease organism; or (4) any weapon that is designed to release radiation or radioactivity at a level dangerous to human life.

ACRONYMS

AC	Area Command
A/C	Aircraft
ACO	Aircraft or Fixed-Wind Coordinator
ACP	Area Contingency Plan
ADCON	Administrative Control
AMS	Area Maritime Security
AMSC	Area Maritime Security Committee
AMSP	Area Maritime Security Plan
AMIO	Alien Migrant Interdiction Operations
AMVER	Automated Mutual-Assistance Vessel Rescue
AOBD	Air Operations Branch Director
AOIC	Assistant Officer In Charge
APSO	Asylum Pre-Screening Officer (INS)
ARC	American Red Cross
AREP	Agency Representative
ART	Alternate Response Technologies
ASGS	Air Support Group Supervisor
ATMWU	Air Transportable Mobile Weather Unit
ATOI	Air Target of Interest
ATC	Air Traffic Control
ATGS	Air Tactical Group Supervisor
BCMG	Base Manager
BO	Boarding Officer
BTM	Boarding Team Member
C2	Command and Control
C3	Command, Control, and Communications
CANUS	Canadian United States Joint Marine Pollution Contingency Plan
CAP	Civil Air Patrol
CASP	Computer-Assisted Search Planning
CASPER	C-130 Airborne Surveillance with Palletized Electronic Reconnaissance

CBDR	Constant Bearing, Decreasing Range
CBP	U.S. Customs and Border Protection
CC	Contributing Command
CCL	Contamination Control Line
CD	Counter Drug
CHET	Customs High Endurance Tracker (Cheyenne III aircraft)
CIC	Combat Information Center
CJCS	Chairman of the Joint Chiefs of Staff
CLMS	Claims Specialist
CO	Commanding Officer
COML	Communication Unit Leader
COMP	Compensation /Claims Unit Leader
COST	Cost Unit Leader
COTP	Captain of the Port
CRA	Coordinating Review Authority
CRC	Contamination Reduction Corridor
CRWD	Crew Boss/Crew Supervisor
CRZ	Contamination Reduction Zone
CSC	Combat Support Center
CTF	Commander Task Force
CTU	Commander Task Unit
D&M	Detention and Monitoring
DAN	Divers Alert Network
DCM	Dangerous Cargo Manifest
DEA	Drug Enforcement Administration
DFM	Diesel Fuel Marine
DHHS	Department of Health & Human Services
DHS	Department of Homeland Security
DIVS	Division/Group Supervisor
DMB	Datum Marker Buoy
DMOB	Demobilization Unit Leader
DOCL	Documentation Unit Leader
DOD	Department of Defense
DOT	Department of Transportation
DOSC	Deputy Operations Section Chief

DPIC	Deputy Incident Commander
DPRO	Display Processor
EEI	Essential Elements of Information
EEZ	Exclusive Economic Zone
ELT	Emergency Locator Transmitter
EMCON	Emission Control
EMS	Emergency Medical Services
EMT	Emergency Medical Technician
ENSP	Environmental Specialist
EOC	Emergency Operations Center
EOP	Emergency Operations Plan
EPA	Environmental Protection Agency, US
EPIC	El Paso Intelligence Center
EPIRB	Emergency Position Indicating Radio Beacon
EQPM	Equipment Manager
EQTR	Equipment Time Recorder
ERT	Emergency Response Team
ES	Electronic Surveillance
ESF	Emergency Support Functions
EUL	Environmental Unit Leader
EXCOM	Extended Communication Search
FAA	Federal Aviation Administration
FACL	Facilities Unit Leader
FC	Federal Coordinator
FDUL	Food Unit Leader
FEMA	Federal Emergency Management Agency
FLIR	Forward-Looking Infrared
FMSC	Federal Maritime Security Coordinator
FO	Facility Owner
FOB	Field Observer
FOD	Foreign Object Damage
FOG	Field Operations Guide
FOSC	Federal On-Scene Coordinator
FSC	Finance/Administration Section Chief

F/V	Fishing Vessel
GIS	Geographic Information System
GMDSS	Global Maritime Distress and Safety System
GSUL	Ground Support Unit Leader
H/C	Historic/Cultural
HAZ CAT	Hazardous Categorization Test
HAZMAT	Hazardous Materials
HAZSUB	Hazardous Substances
HCO	Helicopter Coordinator
HF	High Frequency
HLSA	Homeland Security Act
HSAS	Homeland Security Advisory System
HSPD-5	Homeland Security Presidential Directive No. 5
HSPD-7	Homeland Security Presidential Directive No. 7
HSPD-8	Homeland Security Presidential Directive No. 8
IAP	Incident Action Plan
IC	Incident Commander
ICE	U.S. Immigration and Customs Enforcement
ICP	Incident Command Post
ICS	Incident Command System
IECO	Immigration Emergency Coordinating Officer
IG	Immune Globulin
IMAT	Incident Management Assist Team
INCM	Incident Dispatcher
INJR	Compensation for Injury Specialist
INS	Incident of National Significance
IR	Infrared
ISB	In-situ Burn

JFO	Joint Field Office
JIC	Joint Information Center
JIS	Joint Information System
JRCC	Joint (aeronautical and maritime) Rescue Coordination Center
JRSC	Joint Rescue Sub-center
KIAS	Knots Indicated Air Speed
KT	Knot(s)
LCPL	Landing Craft Personnel, Large
LCU	Landing Craft, Utility
LE	Law Enforcement
LEA	Law Enforcement Agency
LEDET	Law Enforcement Detachment (USCG)
LEL	Lower Explosive Limit
LEU	Law Enforcement Unit
LKP	Last Known Position
LLLTV	Low Light Level Television
LNO	Liaison Officer
LPOC	Last Port of Call
LSC	Logistics Section Chief
M/V	Motor Vessel
MAC	Multi-agency Coordination
MARSEC	Maritime Security
MEDEVAC	Medical Evacuation
MEDICO	Medical Advice, Usually By Radio
MEDL	Medical Unit Leader
MEXUS	Mexican United States Joint Marine Pollution Contingency Plan
MINIRAD	Minimum Radiation
MLB	Motor Lifeboat
MLE	Maritime Law Enforcement
MOA	Memorandum of Agreement
MOOTW	Military Operations Other Than War

MOU	Memorandum of Understanding
MPA	Maritime Patrol Craft
MRCC	Maritime Rescue Coordination Center
MSST	Maritime Safety and Security Team
MTS	Marine Transportation System
MTSL	Marine Transportation System Recovery Unit
NCP	National Oil and Hazardous Substances Pollution Contingency Plan (40 CFR 300)
NDP	Naval Doctrine Publication
NIC	NIMS Integration Center
NIIMS	National Interagency Incident Management System
NIMS	National Incident Management System
NM	Nautical Mile
NMMSS	Naval Mast Mounted Sight System
NOAA	National Oceanic and Atmospheric Administration
NOTAM	Notice to Airmen
NPFC	National Pollution Funds Center
NPOC	Next Port of Call
NRC	National Response Center (Phone number (800)424-8802)
NRP	National Response Plan
NRDAR	Natural Resource Damage Assessment
NRS	National Response System
NSSE	National Special Security Event
NTSB	National Transportation Safety Board
NVD	Night Vision Devices
NVG	Night Vision Goggles
NWP	Naval Warfare Publication
OC	Oleoresin Capsicum (Pepper Spray)
OCC	Operations Coordination Center
OIC	Officer-In-Charge

OPA 90	Oil Pollution Act of 1990
OPBD	Operations Branch Director
OPCEN	USCG Operations Center
OPCON	Operational Control
OPLAN	Operation Plan
OPORDER	Operation Order
OPSEC	Operations Security
ORDM	Ordering Manager
O/S	On-Scene
OSC	Operations Section Chief
OSC	SAR On-Scene Coordinator
OSHA	Occupational Safety and Health Administration
P/C	Pleasure Craft
PA	Programmatic Agreement (Historical/ Cultural Protection)
PD-27	Presidential Directive 27
PDW	Personal Defense Weapon
PFD	Personal Flotation Device
PIO	Public Information Officer
PIW	Person(s) in Water
PML	Personal Marker Light
POB	Persons On Board
POC	Point-of-Contact
POD	Probability of Detection
POS	Probability of Success
PPE	Personal Protective Equipment
PQS	Personnel Qualification Standard
PRA	Primary Review Authority
PRECOM	Preliminary Communication Search
PRFA	Pollution Removal Funding Authorization
PROC	Procurement Unit Leader
PSC	Planning Section Chief
PTRC	Personnel Time Recorder
PWCS	Ports, Waterways and Coastal Security

QI	Qualified Individual
QRT	Quick Reaction Team
R&A	Rescue and Assistance
RAR	Resources at Risk
RB-M	Response Boat - Medium
RB-S	Response Boat - Small
RBDF	Royal Bahamian Defense Force
RCC	Rescue Coordination Center
RCP	Regional Response Plan
RCDM	Receiving and Distribution Manager
RDD	Radiological Dispersal Device
REHB	Responder Rehabilitation Manager
RESL	Resource Unit Leader
RIB/RHIB	Rigid Hull Inflatable Boat
RIT	Rapid Intervention Team
ROE	Rules of Engagement
RRBT	Rapid Response Boarding Team
RRD	Radiological Dispersion Devise
RRT	Regional Response Team
RSC	Rescue Sub-Center
SAR	Search and Rescue
SART	Search and Rescue Transponder
SARTEL	SAR Telephone (private hotline)
SATCOM	Satellite Communications
SC	SAR Coordinator
SCAT	Shoreline Cleanup Assessment Team
SCKN	Status/Check-In Recorder
SECM	Security Manager
SEHS	Special Event Homeland Security
SELEX	Selected Exercise
SITL	Situation Unit Leader
SLAR	Side Looking Airborne Radar
SLDMB	Self-Locating Datum Marker Buoy
SMC	SAR Mission Coordinator
SNO	Statement of No Objection

SOFR	Safety Officer
SOLAS	Safety of Life at Sea
SONS	Spill of National Significance
SOSC	State On-Scene Coordinator
SPUL	Supply Unit Leader
SRA	Safe Refuge Area
SRB	Surf Rescue Boat
SRIE	Safety Rules of Engagement
SROE	Standing Rules of Engagement
SRR	Search and Rescue Region
SRU	Search Rescue Unit
SS	Expanding Square Search
SSI	Sensitive Security Information
SSC	Scientific Support Coordinator
SSHP	Site Safety and Health Plan
STAM	Staging Area Manager
STVE	Strike Team Leader, Vessel
SUBD	Support Branch Director
SURPIC	Surface Picture
S/V	Sailing Vessel
SVBD	Service Branch Director
T/V	Tank Vessel
TACLET	Tactical Law Enforcement Team
TACON	Tactical Control
TB	Tuberculosis
TDS	Time, Distance and Shielding
TFLD	Task Force Leader
TFR	Temporary Flight Restrictions
THC	Tetrahydrocannibanol
THSP	Technical Specialist
TIME	Time Unit Leader
TOI	Target of Interest
TRACEM	Thermal, Radioactive, Asphyxiation, Chemical, Etiological, and Mechanical
TSA	Transportation Security Administration
TSI	Transportation Security Incident

TTP	Tactics, Techniques, and Procedures
UAC	Unified Area Command
UC	Unified Command
UHF	Ultra-High Frequency
UMIB	Urgent Marine Information Broadcast
USC	United States Code
USCG	United States Coast Guard
USMC	United States Marine Corps
USN	United States Navy
UTL	Utility Boat
VERTREP	Vertical Replenishment
VESS	Vessel Support Unit Leader
VHF	Very High Frequency
VO	Vessel Owner
VS	Sector Search
WTD	Water-Tight Door

CONVERSIONS AND EQUIVALENTS

AREA- (s=statute, n=nautical)

Multiply	by	to derive
meters^2	10.76	feet^2
feet^2	0.0929	meters^2
kilometers^2	0.386	s. miles^2
s. miles^2	2.59	kilometers^2
s. miles^2	0.7548	n. miles^2
n. miles^2	1.325	s. miles^2
kilometers^2	0.2916	n. miles^2
n. miles^2	3.430	kilometers^2

TEMPERATURE-

Calculate	To derive
5/9(°F-32°)	°C
9/5°C+32°	°F

VOLUME

multiply	by	to derive
barrels	42	gallons
barrels	5.615	feet^3
barrels	158.9	liters
barrels	0.1589	meters^3
feet^3	7.481	gallons
gallons	3.785	liters

WEIGHT-

multiply	by	to derive
kilograms	2.205	pounds
metric tons	0.984	long tons
metric tons	1,000	kilograms
metric tons	2,205	pounds
long tons	1,016	kilograms
long tons	2240	pounds
short tons	907.2	kilograms
short tons	2,000	pounds

DENSITY ESTIMATIONS-

	Barrels/Long Ton	
	Range	Average
Crude Oils	6.7 - 8.1	7.4
Aviation Gasolines	8.3 - 9.2	8.8
Motor Gasolines	8.2 - 9.1	8.7
Kerosenes	7.7 - 8.3	8.0
Gas Oils	7.2 - 7.9	7.6
Diesel Oils	7.0 - 7.9	7.5
Lubricating Oils	6.8 - 7.6	7.2
Fuel Oils	6.6 - 7.0	6.8
Asphaltic Bitumens	5.9 - 6.5	6.2

Notes:

- 1 Long Ton equals 2,200 lbs.
- As a general approximation, use 7 bbl. (300 U.S. gallons) per metric ton of oil.
- 6.4 barrels/long ton is neutrally buoyant in fresh water. Open ocean neutral buoyancy values are generally in the 6.21-6.25 barrels/long ton range.

Specific Gravity of 1 or an API of 10 equals the density of fresh water.
Specific Gravity < 1 or an API > 10 indicates product is lighter than fresh water.
API Gravity = (141.5/Specific Gravity) – 131.5

Weight of Fresh Water: pounds/gallon	8.3
Weight of Sea Water: pounds/gallon	8.5

Note: Exact weight depends on temperature and salinity.

OIL THICKNESS ESTIMATIONS-

Standard Term	Approx. Film Thickness		Approx. Quantity of Oil in Film	
	Inches	Mm		
Barely Visible	0.0000015	0.00004	25 gals/mile^2	44 liters/km^2
Silvery	0.000003	0.00008	50 gals/mile^2	88 liters/km^2
Slight Color	0.000006	0.00015	100 gals/mile^2	176 liters/km^2
Bright Color	0.000012	0.0003	200 gals/mile^2	351 liters/km^2
Dull	0.00004	0.001	666 gals/mile^2	1,168 liters/km^2
Dark	0.00008	0.002	1,332 gals/mile^2	2,237 liters/km^2

Thickness of light oils: 0.0010 inches to 0.00010 inches.
Thickness of heavy oils: 0.10 inches to 0.010 inches.

COMMONLY-USED EQUATIONS-

Circle:
Area = 3.14 x radius^2
Circumference = 3.14 x diameter

Sphere/Tank
Area = 4 x 3.14 x radius^2
Volume = 1.33 x 3.14 x radius^3

Cylinder/Pipe/Tank
Volume = 3.14 x radius^2 x length

Rectangle/Square
Area = length x width

Cube/Block/Tank
Volume = length x width x height

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ICS Forms Workbook

This workbook contains PDF copies of U.S. Coast Guard ICS forms and instructions. Editable versions in Microsoft Word and Excel formats are available at:
http://kmonline.kindermorgan.com/ehs/Pages/ICS_Forms.aspx.
The following forms are included in this workbook:

- IAP Cover Sheet
- ICS 201 Incident Briefing
- ICS 202 Incident Objectives
- ICS 203 Organization Assignment List
- ICS 204 Assignment List
- ICS 204a Assignment List Attachment
- ICS 205 Incident Radio Communications Plan
- ICS 205A Communications List
- ICS 206 Medical Plan
- ICS 207 Incident Organization Chart
- ICS 209 Incident Status Summary
- ICS 209 Oil/HAZMAT Attachment
- ICS 211 Check-In List
- ICS 213 RR Resource Request
- ICS 214 Unit Log
- ICS 220 Air Operations Summary
- ICS 221 Demobilization Check-Out
- ICS 230 Daily Meeting Schedule
- ICS 232 Resources at Risk Summary
- ICS 232a ACP Site Index
- ICS 233 Incident Open Action Tracker
- ICS 234 Work Analysis Matrix
- ICS 235 Facility Needs Assessment Worksheet
- ICS 211 Check-In List (8.5” x 14”)
- ICS 215 Operational Planning Worksheet (8.5” x 14”)
- ICS 215A Incident Action Plan Safety Analysis
- ICS 208 Site Safety and Health Plan
- ICS 208 SSP-A Emergency Safety and Response Plan
- ICS 208 SSP-B Hazard ID/Eval/Control
- ICS 208 SSP-C Site Map
- ICS 208 SSP-D Emergency Response Plan
- ICS 208 SSP-E Exposure Monitoring Plan
- ICS 208 SSP-E-1 Air Monitoring Log
- ICS 208 SSP-F Personal Protective Equipment
- ICS 208 SSP-G Decontamination
- ICS 208 SSP-H Enforcement Log
- ICS 208 SSP-I Worker Acknowledgement Form
- ICS 208 SSP-J Emergency Safety and Response Plan 1910.120 Compliance Checklist Form A
- ICS 208 SSP-K Emergency Safety and Response Plan 1910.120 Compliance Checklist Form B
- ICS 208 SSP-L 1910.120 Drum Compliance Checklist

1. Incident Name	2. Operational Period to be covered by IAP (Date/Time) From: To:	CG IAP COVER SHEET

3. Approved by Incident Commander(s):

ORG	NAME

INCIDENT ACTION PLAN

The items checked below are included in this Incident Action Plan:

☐ ICS 202-CG (Response Objectives)

☐ ICS 203-CG (Organization List) – OR – ICS 207-CG (Organization Chart)

☐ ICS 204-CGs (Assignment Lists)
One Copy each of any ICS 204-CG attachments:

☐ ICS 205-CG (Communications Plan)

☐ ICS 206-CG (Medical Plan)

☐ ICS 208-CG (Site Safety Plan) or Note SSP Location _____

☐ Map/Chart

☐ Weather forecast / Tides/Currents

Other Attachments

☐ _____

☐ _____

☐ _____

☐ _____

☐ _____

☐ _____

☐ _____

☐ _____

☐ _____

☐ _____

4. Prepared by: **Date/Time**

1. Incident Name	2. Prepared by: (name) Date: Time:	INCIDENT BRIEFING ICS 201-CG

3. Map/Sketch (include sketch, showing the total area of operations, the incident site/area, overflight results, trajectories, impacted shorelines, or other graphics depicting situational and response status)

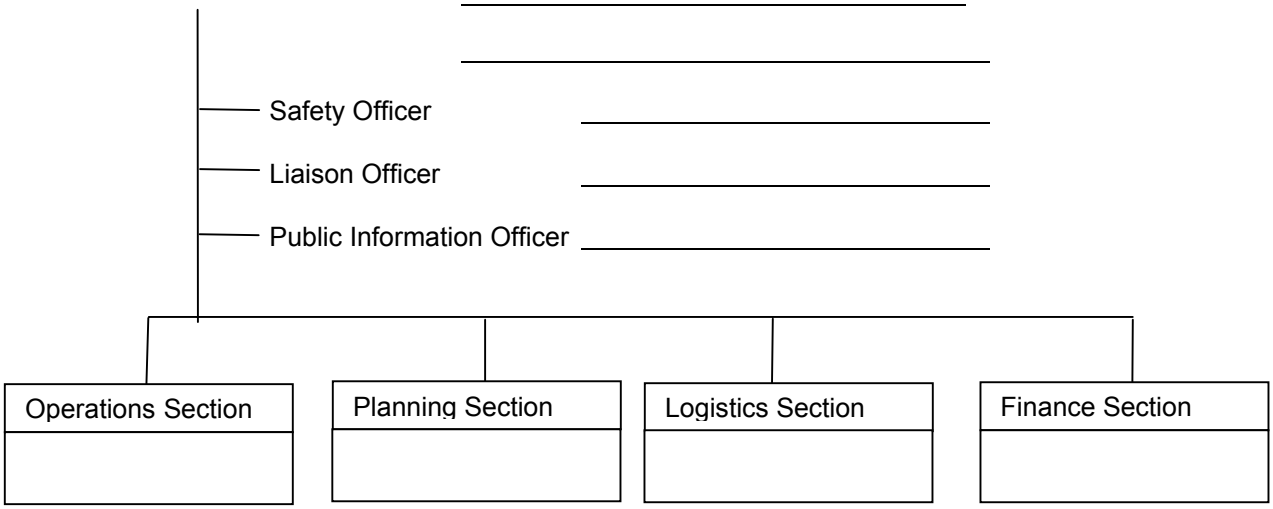
4. Current Situation:

1. Incident Name	2. Prepared by: (name) Date: Time:	INCIDENT BRIEFING ICS 201-CG

5. Initial Response Objectives, Current Actions, Planned Actions

1. Incident Name	2. Prepared by: (name) Date: Time:	INCIDENT BRIEFING ICS 201-CG

6. Current Organization (fill in additional appropriate organization)



1. Incident Name	2. Prepared by: (name) Date: Time:	INCIDENT BRIEFING ICS 201-CG

7. Resources Summary

Resource	Resource Identifier	Date Time Ordered	ETA	On-Scene (X)	NOTES: (Location/Assignment/Status)

1. Incident Name	2. Operational Period (Date/Time) From: To:	INCIDENT OBJECTIVES ICS 202-CG

3. Objective(s)

4. Operational Period Command Emphasis (Safety Message, Priorities, Key Decisions/Directions)

Approved Site Safety Plan Located at:

5. Prepared by: (Planning Section Chief)	Date/Time

INCIDENT OBJECTIVES (ICS 202-CG)

Purpose. The Incident Objectives form describes the basic incident strategy, control objectives, command emphasis/priorities, and safety considerations for use during the next operational period.

Preparation. The Incident Objectives form is completed by the Planning Section following each Command and General Staff Meeting conducted in preparing the Incident Action Plan.

Distribution. The Incident Objectives form will be reproduced with the IAP and given to all supervisory personnel at the Section, Branch, Division/Group, and Unit levels. All completed original forms MUST be given to the Documentation Unit.

Item #	Item Title	Instructions
1.	Incident Name	Enter the name assigned to the incident.
2.	Operational Period	Enter the time interval for which the form applies. Record the start and end date and time.
3.	Objective(s)	Enter clear, concise statements of the objectives for managing the response. These objectives are for the incident response for this operational period and for the duration of the incident. Include alternatives.
4.	Operational Period Command Emphasis	Enter clear, concise statements for safety message, priorities, and key command emphasis/decisions/directions. Enter information such as known safety hazards and specific precautions to be observed during this operational period. If available, a safety message should be referenced and attached. At the bottom of this box, enter the location where approved Site Safety Plan is available for review.
	Site Safety Plan	Note location of the approved Site Safety Plan.
5.	Prepared By	Enter the name of the Planning Section Chief completing the form.
	Date/Time	Enter date (month, day, year) and time prepared (24-hour clock).

NOTE: ICS 202-CG, Incident Objectives, serves as part of the Incident Action Plan (IAP)

1. Incident Name	2. Operational Period (Date/Time) From: To:	ORGANIZATION ASSIGNMENT LIST ICS 203-CG

3. Incident Commander(s) and Staff

Agency	IC	Deputy

Safety Officer:	
Information Officer:	
Liaison Officer:	

4. Agency Representatives

Agency	Name

5. PLANNING/INTEL SECTION

Chief	
Deputy	
Resources Unit	
Situation Unit	
Environmental Unit	
Documentation Unit	
Demobilization Unit	
Technical Specialists	

6. LOGISTICS SECTION

Chief	
Deputy	
a. Support Branch	
Director	
Supply Unit	
Facilities Unit	
Vessel Support Unit	
Ground Support Unit	
b. Service Branch	
Director	
Communications Unit	
Medical Unit	
Food Unit	

7. OPERATION SECTION

Chief	
Deputy	
Deputy	
Staging Area Manager	
Staging Area Manager	
Staging Area Manager	

a. Branch – Division Groups

Branch Director		
Deputy		
Division Group		
Division Group		
Division Group		
Division/Group		
Division/Group		

b. Branch – Division/Groups

Branch Director		
Deputy		
Division/Group		
Division/Group		
Division/Group		
Division/Group		
Division/Group		

c. Branch – Division/Groups

Branch Director		
Deputy		
Division/Group		
Division/Group		
Division/Group		
Division/Group		
Division/Group		

d. Air Operations Branch

Air Operations Br. Dir	
Helicopter Coordinator	

8. FINANCE/ADMINISTRATION SECTION

Chief	
Deputy	
Time Unit	
Procurement Unit	
Compensation/Claims Unit	
Cost Unit	

9. Prepared By: (Resources Unit) **Date/Time**

ORGANIZATION ASSIGNMENT LIST (ICS 203-CG) Instructions for filling out the form

Purpose. The Organization Assignment List provides ICS personnel with information on the units that are currently activated and the names of personnel staffing each position/unit. It is used to complete the Incident Organization Chart (ICS form 207-CG) which is posted on the Incident Command Post display. An actual organization will be event-specific. **Not all positions need to be filled.** The size of the organization is dependent on the magnitude of the incident and can be expanded or contracted as necessary.

Preparation. The Resources Unit prepares and maintains this list under the direction of the Planning Section Chief.

Note: Depending on the incident, the Intelligence and Information function may be organized in several ways: 1) within the Command Staff as the Intelligence Officer; 2) As an Intelligence Unit in Planning Section; 3) As an Intelligence Branch or Group in the Operations Section; 4) as a separate General Staff Intelligence Section; and 5) as an Intelligence Technical Specialist. The incident will drive the need for the Intelligence and Information function and where it is located in the ICS organization structure. The Intelligence and information function is described in significant detail in NIMS and in the Coast Guard Incident Management Handbook (IMH).

Distribution. The Organization Assignment List is duplicated and attached to the Incident Objectives form (ICS 202-CG) and given to all recipients of the Incident Action Plan. All completed original forms MUST be given to the Documentation Unit.

Item #	Item Title	Instructions
1.	Incident Name	Enter the name assigned to the incident.
2.	Operational Period	Enter the time interval for which the form applies. Record the start and end date and time.
3.	Incident Commander and Staff	Enter the names of the Incident Commander and Staff. Use at least the first initial and last name.
4.	Agency Representative	Enter the agency names and the names of their representatives. Use at least the first initial and last name.
5. thru 8.	Section	Enter the name of personnel staffing each of the listed positions. Use at least the first initial and last name. For Units, indicate Unit Leader and for Divisions/ Groups indicate Division/Group Supervisor. Use an additional page if more than three branches are activated. If there is a shift change during the specified operational period, list both names, separated by a slash.
9.	Prepared By Date/Time	Enter the name and position of the person completing the form Enter date (month, day, year) and time prepared (24-hour clock).

1. Incident Name	2. Operational Period (Date/Time) From: To:	**Assignment List** **ICS 204-CG**
3. Branch	**4. Division/Group/Staging**	

5. Operations Personnel Name Affiliation Contact # (s)

Operations Section Chief: _____

Branch Director: _____

Division/Group Supervisor/STAM: _____

6. Resources Assigned "X" indicates 204a attachment with additional instructions

Strike Team/Task Force/Resource Identifier	Leader	Contact Info. #	# Of Persons	Reporting Info/Notes/Remarks	▼
					☐
					☐
					☐
					☐
					☐
					☐
					☐
					☐
					☐
					☐
					☐

7. Work Assignments

8. Special Instructions

9. Communications (radio and/or phone contact numbers needed for this assignment)

Name/Function	Radio: Freq./System/Channel	Phone	Cell/Pager	

Emergency Communications

Medical _____ Evacuation _____ Other _____

10. Prepared by: Date/Time	11. Reviewed by (PSC): Date/Time	12. Reviewed by (OSC): Date/Time

ASSIGNMENT LIST (ICS 204-CG)

Purpose. The Assignment List(s) informs Division and Group supervisors of incident assignments. Once the Unified Command and General Staff agree to the assignments, the assignment information is given to the appropriate Divisions and Groups.
Preparation. The Assignment List is normally prepared by the Resources Unit, using guidance from the Incident Objectives (ICS 202-CG), Operational Planning Worksheet (ICS 215-CG), and the Operations Section Chief. The Assignment List must be approved by the Planning Section Chief and Operations Section Chief. When approved, it is included as part of the Incident Action Plan (IAP). Specific instructions for specific resources may be entered on an ICS 204a-CG for dissemination to the field. A separate sheet is used for each Division or Group. The identification letter of the Division is entered in the form title. Also enter the number (roman numeral) assigned to the Branch.
Special Note. The Assignment List, ICS 204-CG submits assignments at the level of Divisions and Groups. The Assignment List Attachment, ICS 204a-CG shows more specific assignment information, if needed. The need for an ICS 204a-CG is determined by the Planning and Operations Section Chiefs during the Operational Planning Worksheet (ICS 215-CG) development.
Distribution. The Assignment List is duplicated and attached to the Incident Objectives and given to all recipients of the Incident Action Plan. In some cases, assignments may be communicated via radio/telephone/fax. All completed original forms MUST be given to the Documentation Unit.

Item #	Item Title	Instructions
1.	Incident Name	Enter the name assigned to the incident.
2.	Operational Period	Enter the time interval for which the form applies.
3.	Branch	Enter the Branch designator.
4.	Division/Group/Staging	Enter the Division/Group/Staging designator.
5.	Operations Personnel	Enter the name of the Operations Chief, applicable Branch Director, and Division Supervisor.
6.	Resources Assigned	Each line in this field may have a separate Assignment List Attachment (ICS 204a-CG). Enter the following information about the resources assigned to Division or Group for this period:
	Identifier	List identifier
	Leader	Leader name
	Contact Information	Primary means of contacting this person (e.g., radio, phone, pager, etc.). Be sure to include area code when listing a phone number.
	# Of Persons	Total number of personnel for the strike team, task force, or single resource assigned.
	Reporting Info/Notes/ Remarks	Special notes or directions, specific to this strike team, task force, or single resource. Enter an "X" check if an Assignment List Attachment (ICS 204a-CG) will be prepared and attached. The Planning and Operations Section Chiefs determine the need for an ICS 204a-CG during the Operational Planning Worksheet (ICS 215-CG) development.
7.	Work Assignment	Provide a statement of the tactical objectives to be achieved within the operational period by personnel assigned to this Division or Group.
8.	Special Instructions	Enter a statement noting any safety problems, specific precautions to be exercised, or other important information.
9.	Communications	Enter specific communications information (including emergency numbers) for this division /group. If radios are being used, enter function (command, tactical, support, etc.), frequency, system, and channel from the Incident Radio Communications Plan (ICS 205-CG). Note: Phone numbers should include area code.
10.	Prepared By	Enter the name of the person completing the form, normally the Resources Unit Leader.
	Date/Time	Enter date (month, day, year) and time prepared (24-hour clock).
11.	Reviewed by (PSC)	
	Date/Time	Enter date (month, day, year) and time prepared (24-hour clock).
12.	Reviewed by (OSC)	Enter the name of the operations person reviewing the form, normally the Operations Section Chief.
	Date/Time	Enter date (month, day, year) and time prepared (24-hour clock).

1. Incident Name	2. Operational Period (Date/Time) From: To:	ASSIGNMENT LIST ATTACHMENT ICS 204a-CG
3. Branch	4. Division/Group	
5. Strike Team/Task Force/Resource (Identifier)	6. Leader	7. Assignment Location

8. Work Assignment Special Instructions, Special Equipment/Supplies Needed for Assignment, Special Environmental Considerations, Special Site Specific Safety Considerations

Approved Site Safety Plan Located at:

9. Other Attachments (as needed)

- ☐ Map/Chart
- ☐ Weather Forecast/Tides/Currents
- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____

10. Prepared by: Date/Time	11. Reviewed by (PSC): Date/Time	12. Reviewed by (OSC): Date/Time

1. Incident Name	2. Operational Period (Date / Time) From: To:	INCIDENT RADIO COMMUNICATIONS PLAN ICS 205-CG

3. BASIC RADIO CHANNEL USE

SYSTEM / CACHE	CHANNEL	FUNCTION	FREQUENCY	ASSIGNMENT	REMARKS

4. Prepared by: (Communications Unit) **Date / Time**

INCIDENT RADIO COMMUNICATIONS PLAN (ICS 205-CG)

Special Note. This form, ICS 205-CG, is used to provide, in one location, information on all radio frequency assignments down to the Division/Group level for each operational period; whereas, the Communications List, ICS 205a-CG is used to list methods of contact for personnel assigned to the incident (radio frequencies, phone numbers, pager numbers, etc.).

Purpose. The Incident Radio Communications Plan is a summary of information obtained from the Radio Requirements Worksheet (ICS 216) and the Radio Frequency Assignment Worksheet (ICS 217). Information from the Radio Communications Plan on frequency assignments is normally noted on the appropriate Assignment List (ICS 204-CG).

Preparation. The Incident Radio Communications Plan is prepared by the Communications Unit Leader and given to the Planning Section Chief. Detailed instructions on the preparation of this form may be found in ICS Publication 223-5, Communications Unit Position Manual.

Distribution. The Incident Radio Communications Plan is duplicated and given to all recipients of the Incident Objectives form, including the Incident Communications Center. Information from the plan is placed on Assignment Lists. All completed original forms MUST be given to the Documentation Unit.

Item #	Item Title	Instructions
1.	Incident Name	Enter the name assigned to the incident.
2.	Operational Period	Enter the time interval for which the form applies.
3.	Basic Radio Channel	Enter the following information about radio channel use:
	System	Radio cache system(s) assigned and used on the incident.
	Channel	Radio channel numbers assigned.
	Function	Function each channel is assigned (e.g., command, support, division tactical, and ground-to-air).
	Frequency	Radio frequency tone number assigned to each specified function (e.g., 153.400)
	Assignment	ICS organization assigned to each of the designated frequencies (e.g., Branch I, Division A).
	Remarks	This section should include narrative information regarding special situations.
4.	Prepared By	Enter the name of the Communications Unit Leader preparing the form.
	Date/Time	Enter date (month, day, year) and time prepared (24-hour clock).

1. Incident Name	2. Operational Period (Date / Time) From: To:	COMMUNICATIONS LIST ICS 205A-CG

3. Basic Local Communications Information

Assignment	Name	Method(s) of contact (radio frequency, phone, pager, cell #(s), etc.)

4. Prepared by: (Communications Unit) **Date / Time**

COMMUNICATIONS LIST (ICS 205a-CG)

Special Note. This optional form is used in conjunction with the Incident Radio Communications Plan, ICS 205-CG. Whereas the ICS 205-CG is used to provide information on all radio frequencies down to the Division/Group level, the Communications List, ICS 205a-CG, lists methods of contact for personnel assigned to the incident (radio frequencies, phone numbers, pager numbers, etc.), and functions as an incident directory.

Purpose. The Communications List records methods of contact for personnel on scene.

Preparation. The Communications List can be filled out during check-in and is maintained and distributed by Communications Unit personnel.

Distribution. The Communications List is distributed within the ICS and posted, as necessary. All completed original forms MUST be given to the Documentation Unit.

Item #	Item Title	Instructions
1.	Incident Name	Enter the name assigned to the incident.
2.	Operational Period	Enter the time interval for which the form applies.
3.	Basic Local Comms Information	Enter the communications methods assigned and used for each assignment.
	Assignment	Enter the ICS Organizational assignment.
	Name	Enter the name of the contact person for the assignment.
	Method(s) of contact	Enter the radio frequency, telephone number(s), etc. for each assignment.
4.	Prepared By	Enter the name of the Communications Unit Leader preparing the form.
	Date/Time	Enter date (month, day, year) and time prepared (24-hour clock).

1. Incident Name	2. Operational Period (Date / Time) From: To:	MEDICAL PLAN ICS 206-CG

3. Medical Aid Stations

Name	Location	Contact #	Paramedics On site (Y/N)

4. Transportation

Ambulance Service	Address	Contact #	Paramedics On board (Y/N)

5. Hospitals

Hospital Name	Address	Contact #	Travel Time		Burn Ctr?	Heli-Pad?
			Air	Ground		

6. Special Medical Emergency Procedures

7. Prepared by: (Medical Unit Leader) Date/Time	8. Reviewed by: (Safety Officer) Date/Time

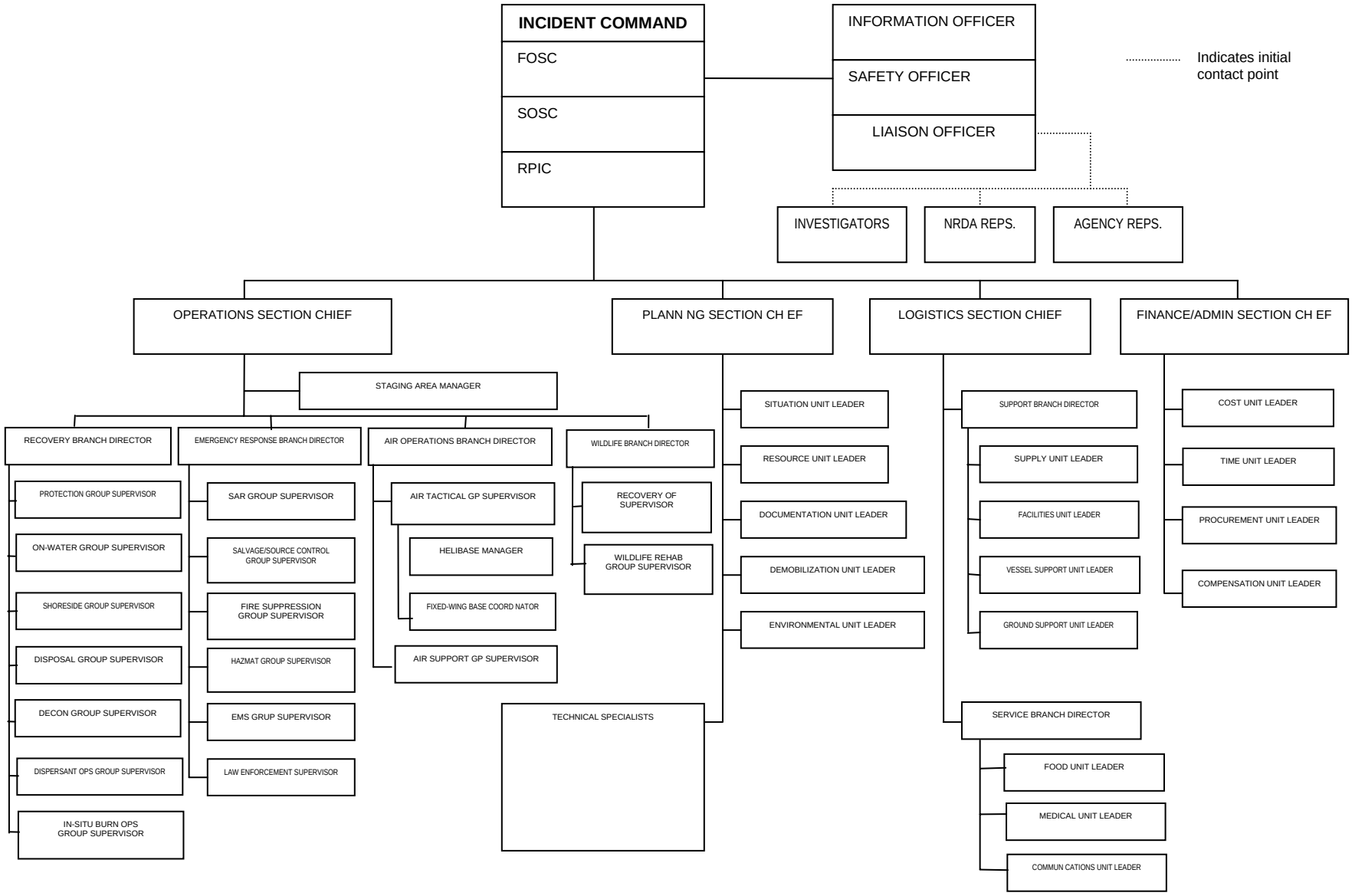
MEDICAL PLAN (ICS 206-CG)

Purpose. The Medical Plan provides information on incident medical aid stations, transportation services, hospitals, and medical emergency procedures.

Preparation. The Medical Plan is prepared by the Medical Unit Leader and reviewed by the Safety Officer.
Distribution. The Medical Plan may be attached to the Incident Objectives (ICS 202-CG), or information from the plan pertaining to incident medical aid stations and medical emergency procedures may be taken from the plan and noted on the Assignment List (ICS 204-CG) or on the Assignment List Attachment (ICS 204a-CG). All completed original forms MUST be given to the Documentation Unit.

Item #	Item Title	Instructions
1.	Incident Name	Enter the name assigned to the incident.
2.	Operational Period	Enter the time interval for which the form applies.
3.	Medical Aid Stations	Enter name, location, and telephone number of the medical aid station(s) (e.g., Cajon Staging Area, Cajon Camp Ground) and indicate if paramedics are located at the site.
4.	Transportation	List name and address of ambulance services. Provide phone number and indicate if ambulance company has paramedics.
5.	Hospitals	List hospitals that could serve this incident. Enter hospital name, address, phone number, the travel time by air and ground from the incident to the hospital, and indicate if the hospital has a burn center and/or a helipad.
6.	Medical Emergency Procedures	Note any special emergency instructions for use by incident personnel.
7.	Prepared By Date/Time	Enter the name of the Medical Unit Leader preparing the form. Enter date (month, day, year) and time prepared (24-hour clock).
8.	Reviewed By Date/Time	Enter the name of the Safety Officer who must review the plan. Enter date (month, day, year) and time reviewed (24-hour clock).

1. Incident Name	2. Operational Period (Date/Time) From: To:	INCIDENT ORGANIZATION CHART ICS 207-CG



1. Incident Name	2. Operational Period (Date / Time) From: To: Time of Report	INCIDENT STATUS SUMMARY ICS 209-CG

3. Type of Incident

☐	Oil Spill	☐	HAZMAT	☐	AMIO
☐	SAR/Major SART	☐	SI/Terrorism	☐	Natural Disaster
☐	Marine Disaster	☐	Civil Disturbance	☐	Military Outload
☐	Planned Event	☐	Maritime HLS/Prevention	☐	

4. Situation Summary as of Time of Report:

5. Future Outlook/Goals/Needs/Issues:

6. Safety Status/Personnel Casualty Summary

	Since Last Report	Adjustments To Previous Op Period	Total
Responder Injury			
Responder Death			
Public Missing (Active Search)			
Public Missing (Presumed Lost)			
Public Uninjured			
Public Injured			
Public Dead			
Total Public Involved			

7. Property Damage Summary

Vessel	$
Cargo	$
Facility	$
Other	$

8. Attachments with clarifying information

☐	Oil/HAZMAT	☐	SAR/LE	☐	
☐		☐		☐	
☐	Marine Disaster	☐	Civil Disturbance	☐	Military Outload

9. Equipment Resources					
Kind	Notes	# Ordered	# Available	# Assigned	# Out of Service
USCG Assets					
Aircraft – Helo					
Aircraft – Fixed Wing					
Vessels – USCG Cutter					
Vessels – Boat					
Vehicles – Car					
Vehicles – Truck					
Pollution Equip – VOSS/SORS					
Pollution Equip – Portable Storage					
Pollution Equip – Boom					
Non-CG/Other Assets					
Aircraft – Helo					
Aircraft – Fixed Wing					
Vessels – SAR/LE Boat					
Vessels – Work/Crew Boat					
Vessels – Tug/Tow Boat					
Vessels – Pilot Boat					
Vessels – Deck Barge					
Vessels –					
Vehicles – Car					
Vehicles – Ambulance					
Vehicles – Truck					
Vehicles – Fire/Rescue/HAZMAT					
Vehicles – Vac/Tank Truck					
Vehicles –					
Pollution Equip – Skimmers					
Pollution Equip – Tank Vsl/ Barge					
Pollution Equip – Portable Storage					
Pollution Equip – OSRV					
Pollution Equip – Boom					
Pollution Equip –					

10. Personnel Resources	
Agency	**Total # of People**
USCG	
DHS (other than USCG)	
NOAA	
FBI	
DOD (USN Supsalv, CST, etc.)	
DOI (US Fish & Wildlife, Nat Parks, BLM, etc.)	
RP	
State	
Local	
Total Personnel Resources Used From all Organizations:	

11. Prepared by:	Date/Time Prepared:

1. Incident Name	2. Operational Period (Date / Time) From: To: Time of Report	ICS 209-CG OIL/HAZMAT ATTACHMENT

3. HAZMAT/Oil Spill Status (Estimated, in gallons)

Common Name(s):

UN Number:	☐ Secured ☐ Unsecured
CAS Number:	Remaining Potential (bbl):
	Rate of Spillage (bbl/hr):

	Adjustments To Previous Operational Period	Since Last Report	Total
Volume Spilled/Released			
Mass Balance - HAZMAT/Oil Budget			
Recovered HAZMAT/Oil			
Evaporation/Airborne			
Natural Dispersion			
Chemical Dispersion			
Burned			
Floating, Contained			
Floating, Uncontained			
Onshore			
Total HAZMAT/Oil accounted for:	N/A	N/A	

Comments:

4. HAZMAT/Oil Waste Management (Estimated, Since Last Report)

	Recovered	Disposed	Stored
HAZMAT/Oil (bbl)			
Oily Liquids (bbl)			
Liquids (bbl)			
Oily Solids (tons)			
Solids (tons)			

Comments:

5. HAZMAT/Oil Shoreline Impacts (Estimated in miles)

Degree of Impact	Affected	Cleaned	To Be Cleaned
Light			
Medium			
Heavy			
Total			

Comments:

6. HAZMAT/Oil Wildlife Impacts (Since Last Report)

					Died in Facility	
Type of Wildlife	Captured	Cleaned	Released	DOA	Euthanized	Other
Birds						
Mammals						
Reptiles						
Fish						
Total						

Comments:

7. Prepared by:	Date/Time Prepared:

INCIDENT STATUS SUMMARY (ICS FORM 209-CG)

Purpose. The Status Summary:
1. Is used by Situation Unit personnel for posting information on Status Boards or attaching as a file to the MISLE Case.
2. Is duplicated and provided to Command Staff members, giving them basic information for planning for the next operational period.
3. Provides information to the Information Officer for preparing news media releases.
4. Summarizes incident information for local and off-site coordination/operations centers.

Preparation. The Situation Unit prepares the Status Summary. Resources information should be obtained from the Resources Unit. It may be scheduled for presentation to the Planning Section Chief and other General Staff members prior to each Planning Meeting and may be required at more frequent intervals by the Unified Command or Planning Section Chief. Suggested sources of information are noted in brackets.
Note: The values on the ICS form 209-CG are the **best available estimates at the Time of Report** (Item # 2 on form). This form is usually in high demand and should be filled out early and often. A suggested source within the ICS organization is noted in brackets [ ] at the top right of each section of the form. **All fields need not be completed in order to distribute the form**.

Distribution. When completed, the form is duplicated and copies are distributed to the Unified Command and staff, and all Section Chiefs, Planning Section Unit Leaders, and the Joint Information Center. It is also posted on a status board located at the ICP. All completed original forms MUST be given to the Documentation Unit.

How to Save and Use the Word Template Form:
The 209 template (.dot file) can be edited to match most incident situations and can be saved into the Word template directory. Open the blank 209 (ICS 209 CG.dot) – do not add any content. Save the blank in the Templates directory. Create a new 209 from File>new picking the 209 template. Type in the file to add any desired content and use “save as” to save the work using a new file name. The file will automatically become a .doc file.

Comments: Please send comments/corrections about this form to the ICS Program Manager, Ms. Kristy Plourde, email: kplourde@tcyorktown.uscg.mil

Item #	Item Title	Instructions
1.	Incident Name	Enter the name assigned to the incident.
2.	Period Covered by Report	Enter the date and time interval for which the report applies. Use 24-hour clock for all times.
	Time of Report	Enter time for which this information applies. Enter the Time (24-hour clock) the form was prepared.
3.	Type of Incident	Indicate (check box) and/or fill-in the type of incident(s).
4.	Situation Summary	Summary of current situation at time of report.
5.	Future Outlook	This section is for the IC/UC to discuss/project their future outlook, goals, requirements, needs and issues.
6.	Safety Status/Personnel Casualty	This information pertains to responders and assisted public personnel. Indicate the number of serious injuries, death, and missing. Values entered in the column labeled since Last Report are from the start of the

		Period Covered by Report (Item 2) to the time entered in the Time of Report (Item 2).
7.	Property Damage	Enter estimated dollar values for each item, if known.
8.	Attachments	Indicate (check box) and/or fill-in the attachment(s) the help further clarify the incident status.
9.	Equipment Resources	Indicate the number of each type of resource in each status category. There are blank lines below each general type of resource for additional equipment.
	Ordered	Ordered but not yet arrived/available.
	Available	Arrived on scene, stored in staging, not assigned to any task, available for use.
	Assigned	Assigned to a specific task.
	Out of Service	Not working and not assigned to any task (e.g., skimmer being repaired, boom broken, personnel off-duty for rest).
10.	Personnel Resources	Indicate, by agency, the numbers of personnel assigned. There are blank lines for additional personnel, as needed.
11.	Prepared By	Enter name and title of the person preparing the form, normally the Situation Unit Leader.

OIL/HAZMAT ATTACHMENT

1.	Incident Name	Enter the name assigned to the incident.
2.	Period Covered by Report	Enter the date and time interval for which the report applies. Use 24-hour clock for all times.
	Time of Report	Enter time for which this information applies. Enter the Time (24-hour clock) the form was prepared.
3.	Spill Status	This information is only tracked if there is spilled HAZMAT or Oil. Enter Common Name(s) of the released substance or spilled oil (i.e. Ethyl Alcohol/Ethanol or No. 2 Fuel Oil/Light Fuel Oil). Enter UN number and CAS Registry number, if known. Indicate whether the spill source is secured or unsecured (check box) and estimate the remaining potential and the rate of spillage discharge or release. Enter the estimated amounts in barrels for each category. Values entered in the column labeled Since Last Report are from the start of the Period Covered by Report (Item 2) to the time entered in the Time of Report (Item 2).
	Mass Balance	This information is only tracked if there is spilled HAZMAT or Oil whether recovered, evaporated, dispersed, burned, floating, or on shore. The total of these estimates should approximate the total volume spilled, discharged, or released. Values for evaporation, dispersion, etc. can be obtained from the Environmental Unit and/or the Scientific Support Coordinator (SSC).
4.	Waste Management	This information is only tracked if there is spilled HAZMAT or Oil. Enter the estimated amounts in barrels or tons for each category. Total HAZMAT/ Oil (bbl) is the sum of the estimate of HAZMAT/oil in oily

		liquids and HAZAMT/oil in oily solids, and is the value to be entered under "Recovered HAZMAT/Oil" in Item 4.
5.	Shoreline Impacts	This information is only tracked if there is spilled HAZMAT or Oil. Enter the total miles in each category for each degree of oiling. Definitions for Light, Medium, and Heavy oiling can be obtained from the EUL/SSC and should be consistent throughout the incident.
6.	Wildlife Impacts	This information is only tracked after an animal is captured. Indicate the actual number of oiled wildlife in each category. Use numbers in parentheses to indicate the subtotal of threatened / endangered species included in the numbers given.
7.	Prepared By	Enter name and title of the person preparing the form, normally the Situation Unit Leader.

SAR/LE ATTACHMENT

1.	Incident Name	Enter the name assigned to the incident.
2.	Period Covered by Report	Enter the date and time interval for which the report applies. Use 24-hour clock for all times.
	Time of Report	Enter time for which this information applies. Enter the Time (24-hour clock) the form was prepared.
3.	Evacuation Status	This information is only tracked if the incident involves evacuation of personnel. Values entered in the column labeled Since Last Report are from the start of the Period Covered by Report (Item 2) to the time entered in the Time of Report (Item 2).
4.	Migrant Interdiction Status	This information is only tracked if the incident involves Migrant Interdiction. Values entered in the column labeled Since Last Report are from the start of the Period Covered by Report (Item 2) to the time entered in the Time of Report (Item 2).
5.	Sorties/Patrols	This information is only tracked if the incident involves sorties tracked in MISLE Incident Management Activity. List Sorties since last report both Air and Surface. Values entered in the column labeled since Last Report are from the start of the Period Covered by Report (Item 2) to the time entered in the Time of Report (Item 2).
6.	Use of Force	This information is only tracked if the incident involves Use of Force activities. Values entered in the column labeled since Last Report are from the start of the Period Covered by Report (Item 2) to the time entered in the Time of Report (Item 2).
7.	Operational Controls	This information is only tracked if the incident involves Operational Control activities initiated, in force and removed.
8.	Prepared By	Enter name and title of the person preparing the form, normally the Situation Unit Leader.

CHECK-IN LIST	1. INC DENT NAME:	2. CHECK-IN LOCATION:	3. DATE/TIME:

CHECK-IN INFORMATION

4. LIST PERSONNEL (OVERHEAD) BY AGENCY NAME – OR LIST EQUIPEMENT BY THE FOLLOWING FORMAT:
S=Supplies H=Helicopter
O=Overhead VL=Vessels
E=Equipment C=Crew
A=Aircraft VH=Vehicle

AGENCY	RESOURCE IDENTIFIER	KIND	5. ORDER/ NUMBER	6. DATE/TIME CHECK-IN	7. LEADER'S NAME	8. TOTAL NO. PERSONNEL	9. INCIDENT CONTACT INFORMATION	10. INCIDENT LODGING INFO/ CONTACT INFO	11. HOME UNIT	12. METHOD OF TRAVEL	13. INCIDENT ASSIGNMENT	14. SENT TO RESTAT TIME/INT

15. ICS 211-CG PAGE _____ of _____

16. PREPARED BY (Name and Position) USE BACK FOR REMARKS OR COMMENTS

Resource Request Message

ICS-213 RR CG (05/06)

Requestor

1. Incident Name: | 2. Date/Time: | 3. Resource Request No:

4. ORDER Note: Use additional forms when requesting different resource sources of supply

a. Qty.	b. Kind	c. Type	d. Detailed item description (Vital characteristics, brand, specs, experience, etc. & if applicable describe purpose/use, attach diagrams, & other amplifying info)	e. Requested Reporting Location:	Date/Time:	f. ETA (LSC):	g. Cost (FSC):

5. Suggested source(s) of Supply - POC phone no. if known & suitable subtitutes:

6. Requested by Name/Position/Phone: | 7. Date/Time: | 8. Section Chief Approval: | Date/Time:

☐ 9. Check box if request is for tactical/personnel resources & Submit to RESL, otherwise submit directly to Logistics

10. RESL Review/Signature: ☐ Resources as noted are Available ☐ Resources Not Available

Logistics

11. Logistics Order No.: | 12. Supplier Name/Phone/Fax/Email:

13. Notes:

14. Approval Signature of Auth Logistics Rep: | 15. Date/Time:

16. Order placed by (check box): ☐ SPUL ☐ PROC

Finance

17. Reply/Comments from Finance:

18. Finance Section Signature: | 19. Date/Time:

Full Instructions on back page. Requestor fills out # 1-9 & keeps yellow copy (bottom). If applicable, RESL reviews if resource available & signs # 10. Logistics fills in remainder of # 4 & # 10-15 & keeps pink copy. Finance, if needed fills out appropriate items & keeps green copy. Blue original is returned to RESL for tactical/personnel or requestor for non-tactical. White copy goes to DOCL.

Instructions for filling out the ICS-213RR CG Form (5/06)

REQUESTOR: The requestor must fill in Blocks 1 through 9:

Block # 1	Incident name: This is the same as the name stated on the ICS-201 Form and/or the Incident Action Plan (IAP).
Block # 2	Current date and time when submitting request
Block # 3	Resource Request Number: This is to be assigned by the Section submitting request (i.e. CMD, OPS, PLAN, LOG, FIN)
Block # 4	Fill in blocks 4a through 4e. Items requested: Must include Quantity, Kind and Type (if applicable) and detailed description of requirements. **BE SPECIFIC AS POSSIBLE**. The request should focus on capability rather than naming the brand or specific item (e.g. helicopter capable of carrying 4 personnel from location A to B rather than requesting a Coast Guard H-65 helicopter). This gives the logistics section the ability to find the best resource to meet the need. 4.e Requested Reporting Location/Date/Time: This is self-explanatory and is required for ordering official. Leave blocks 4.f. ETA (LSC) and 4.g. Cost (FSC) blank. These will be filled in later by Logistics and Finance.
Block # 5	Suggested sources of supply and suitable substitutes: Enter applicable information if known.
Block # 6 & 7	Requestor: Print Name and Signature and date/time.
Block # 8	Approval: This must be approved by the Section Chief or Deputy Section Chief.
Block # 9	Check box if request is for tactical or personnel resource(s) and submit request to Resources Unit Leader (RESL) to review and approve since RESL tracks all tactical and personnel resources.

Request goes to RESOURCES UNIT if requesting Tactical/Personnel Resource(s):

Block # 10	Resources reviews request and checks to see if resource is available. If the resource is available, reassigns resource as appropriate and sends request back to requester with information noted as to reporting time, etc. The request form is then sent to Documentation Unit Leader (DOCL) for filing. If the resource is not available, RESL sends request to Logistics.

LOGISTICS SECTION: The following blocks are to be filled out be the Supply Unit (SPUL).

Block # 11	Logistics Order Number: To be assigned by Supply Unit.
Block # 12	Supplier Point of Contact, Phone Number and Fax Number: This information is needed for Credit Card purchases and/or Purchase Orders.
Block # 13	Notes: Enter applicable information as need for request.
Block # 4	ETA and Cost: SPUL or PROC fills in Estimated time of arrival (ETA) when determined and cost if known.
Block # 14 & 15	Approval: This must be approved by the Logistics Section Chief or Deputy Logistics Section Chief, printed name and signature is required with Date and Time of approval. Bottom Copy (pink) is retained.

FINANCE SECTION: The following blocks are to be filled out be the Procurement Unit (PROC), if applicable.

Block # 16	Indicates who is to place order as necessary.
Block # 17	Comments concerning request from Finance Section Chief or Deputy Finance Section Chief.
Block # 18 & 19	Approval: This must be approved by the Finance Section Chief or Deputy Section Chief, printed name and signature is required with Date and Time of approval. Bottom copy (green) is retained.
FILING	Original blue copy is returned to RESL for tactical/personnel resources ordered, and the requester for non-tactical. RESL will inform requester of status of request when form received. The white copy is sent to DOCL.

Note: Cost associated requests will not be ordered without approval from the Finance Section Chief or Deputy Finance Section Chief.

Form Filing: Blue (Original) – final disposition to RESL or originator for non-tactical resources, White (copy 1) to DOCL, Green (copy 2) to FIN, Pink (copy 3) to LOG, Yellow (copy 4) to Originator

1. Incident Name	2. Operational Period (Date/Time) From: To:	UNIT LOG ICS 214-CG

3. Unit Name/Designators	4. Unit Leader (Name and ICS Position)

5. Personnel Assigned

NAME	ICS POSITION	HOME BASE

6. Activity Log (Continue on Reverse)

TIME	MAJOR EVENTS

7. Prepared by:	Date/Time

1. Incident Name	2. Operational Period (Date/Time) From: To:	UNIT LOG (CONT.) ICS 214-CG

6. Activity Log (Continue on Reverse)

TIME	MAJOR EVENTS

7. Prepared by: **Date/Time:**

UNIT LOG (ICS FORM 214-CG)

Purpose. The Unit Log records details of unit activity, including strike team activity or individual activity. These logs provide the basic reference from which to extract information for inclusion in any after-action report.

Preparation. A Unit Log is initiated and maintained by Command Staff members, Division/Group Supervisors, Air Operations Groups, Strike Team/Task Force Leaders, and Unit Leaders. Completed logs are submitted to supervisors who forward them to the Documentation Unit.

Distribution. The Documentation Unit maintains a file of all Unit Logs. All completed original forms MUST be given to the Documentation Unit.

Item #	Item Title	Instructions
1.	Incident Name	Enter the name assigned to the incident.
2.	Check-In Location	Enter the time interval for which the form applies. Record the start and end date and time.
3.	Unit Name/Designators	Enter the title of the organizational unit or resource designator (e.g., Facilities Unit, Safety Officer, Strike Team).
4.	Unit Leader	Enter the name and ICS Position of the individual in charge of the Unit.
5.	Personnel Assigned	List the name, position, and home base of each member assigned to the unit during the operational period.
6.	Activity Log	Enter the time and briefly describe each significant occurrence or event (e.g., task assignments, task completions, injuries, difficulties encountered, etc.)
7.	Prepared By	Enter name and title of the person completing the log. Provide log to immediate supervisor, at the end of each operational period.
	Date/Time	Enter date (month, day, year) and time prepared (24-hour clock).

1. Incident Name	2. Operational Period (Date / Time) From: To:	AIR OPERATIONS SUMMARY ICS 220-CG

3. Distribution

☐ Fixed-Wing Bases _____ ☐ Helibase _____

4. Personnel and Communications

	Air Operations Director	Air / Air Frequency	Air / Ground Frequency
Air Operations Director			
Air Tactical Supervisor			
Air Support Supervisor			
Helicopter Coordinator			
Fixed-Wing Coordinator			

5. Remarks (Spec. Instructions, Safety Notes, Hazards, Priorities)

6. Location / Function	7. Assignment	8. Fixed-Wing		9. Helicopter		10. Time		11. Aircraft Assigned	12. Operating Base
		NO.	TYPE	NO.	TYPE	Available	Commence		
	13. TOTALS								

14. Air Operation Support Equipment	15. Prepared by	Date / Time

AIR OPERATIONS SUMMARY (ICS 220-CG)

Purpose. The Air Operations Summary provides the Air Operations Branch with the number, type, location, and specific assignments of aircraft.

Preparation. The Operations Section Chief or the Air Operations Branch Director completes the summary during each Planning Meeting. General air resource assignment information is obtained from the Operational Planning Worksheet (ICS 215-CG). The Air and Fixed-Wing Support Groups provide specific designators of the air resources assigned to the incident.

Distribution. After the summary is completed by Air Operations personnel (except item 11), the form is given to the Air Support Group Supervisor, who completes the form by indicating the designators of the helicopters and fixed-wing aircraft assigned missions during the specified operational period. This information is provided to Air Operations personnel who, in turn, give the information to the Resources Unit. All completed original forms MUST be given to the Documentation Unit.

Item #	Item Title	Instructions
1.	Incident Name	Enter the name assigned to the incident.
2.	Operational Period	Enter the time interval for which the form applies.
3.	Distribution	Check the block and enter the time and date when ICS 220-CG and attachments were sent to all fixed-wing bases and helibases supporting the incident.
4.	Personnel and Communications	List the names of those assigned to each position, and the air-air and air-ground frequencies to be used.
5.	Remarks	Enter the special instructions or information, including safety notes, hazards, and priorities for Air Operations personnel.
6.	Location/Function	Enter the assigned location and function of the aircraft.
7.	Assignment	Enter the scope of work the aircraft is assigned to complete.
8.	Fixed Wing	Indicate the number and type of fixed-wing aircraft available for this Location / Function.
9.	Helicopters	Indicate the number and type of helicopters available for this Location / Function.
10.	Time	Indicate when aircraft will be available for use and when operations commence (use 24 hour clock).
11.	Aircraft Assigned	Enter the designators of the aircraft assigned. Gather information from Resources Unit, helibases, and fixed-wing bases.
12.	Operating Base	Enter the base (helibase, helispot, fixed-wing base) from which each air resource is expected to initiate operations.
13.	Totals	Enter the total number of fixed-wing and helicopter aircraft assigned to the incident in the Number columns. Enter the total number of each type of aircraft assigned in the Type columns.
14.	Air Operations Support Equipment	List the designators and location of other support resources assigned to Air Operations.
15.	Prepared By Date/Time	Enter name and title of the person preparing the form. Enter date (month, day, year) and time prepared (24-hour clock).

1. Incident Name	2. Operational Period (Date / Time) From: To:	DEMOB. CHECK-OUT ICS 221-CG
3. Unit / Personnel Released	4. Release Date / Time	

5. Unit / Personnel

You and your resources have been released, subject to signoff from the following:
(Demob. Unit Leader "X" appropriate box(es))

Logistics Section

- ☐ Supply Unit _____
- ☐ Communications Unit _____
- ☐ Facilities Unit _____
- ☐ Ground Unit _____

Planning Section

- ☐ Documentation Unit _____

Finance / Admin. Section

- ☐ Time Unit _____

Other

- ☐ _____ _____
- ☐ _____ _____
- ☐ _____ _____

6. Remarks

_____
_____
_____
_____

7. Prepared by: **Date / Time**

DEMOB. CHECK-OUT (ICS 221-CG)

Purpose. This form provides the Planning Section information on resource releases from the incident.

Preparation. The Demobilization Unit Leader or the Planning Section initiates this form. The Demobilization Unit Leader completes the top portion of the form after the resource supervisor has given written notification that the resource is no longer needed.

Distribution. The individual resource will have the unit leader initial the appropriate box(es) in item 5 prior to release from the incident. After completion, the form is returned to the Demobilization Unit Leader or the Planning Section. All completed original forms MUST be given to the Documentation Unit.

Item #	Item Title	Instructions
1.	Incident Name	Enter the name assigned to the incident.
2.	Operational Period	Enter the time interval for which the form applies.
3.	Strike Team / Unit / Personnel Released	Enter name of Strike Team, Unit or personnel being released.
4.	Release Date/Time	Enter date (month, day, year) and time (24-hour clock) of anticipated release.
5.	Strike Team / Unit / Personnel	Demobilization Unit Leader will enter an "X" in the box to the left of those units requiring check-out. Identified Unit Leaders are to initial to the right to indicate release. NOTE: Blank boxes are provided for any additional unit requirements as needed, (e.g., Safety Officer, Agency Rep., etc.)
6.	Remarks	Enter any additional information pertaining to demobilization or release (e.g., transportation needed, destination, etc.).
7.	Prepared By	Enter name and title of the person preparing the form.
	Date/Time	Enter date (month, day, year) and time prepared (24-hour clock).

1. Incident Name	2. Operational Period (Date/Time) From: To:	DAILY MEETING SCHEDULE ICS 230-CG

3. Meeting Schedule (Commonly-held meetings are included)

Date/ Time	Meeting Name	Purpose	Attendees	Location
	Unified Command Objectives Meeting	Review/ identify objectives for the next operational period.	Unified Command members	
	Command & General Staff Meeting	IC/UC gives direction to Command & General staff including incident objectives and priorities	IC/UC, Command & General Staff	
	Tactics Meeting	Develop/Review primary and alternate Strategies to meet Incident Objectives for the next Operational Period.	PSC, OSC, LSC, RESL & SITL	
	Planning Meeting	Review status and finalize strategies and assignments to meet Incident Objectives for the next Operational Period.	Determined by the IC/UC	
	Operations Briefing	Present IAP and assignments to the Supervisors / Leaders for the next Operational Period.	IC/UC, Command & General Staff, Branch Directors, Div/Gru Sups., Task Force/Strike Team Leaders and Unit Leaders	

4. Prepared by: (Situation Unit Leader) **Date/Time**

DAILY MEETING SCHEDULE (ICS 230-CG)

Purpose. The Daily Meeting Schedule records information about the daily scheduled meeting activities.

Preparation. This form is prepared by the Situation Unit Leader and coordinated through the Unified Command for each operational period or as needed. Commonly-held meetings are already included in the form. Additional meetings, as needed, can be entered onto the form in the spaces provided. Time and location for each meeting must be entered. If any of these standard meetings are not scheduled, they should be crossed out on the form.

Distribution. After coordination with the Unified Command, the Situation Unit Leader will duplicate the schedule and post a copy at the Situation Status Board and distribute to the Command Staff, Section Chiefs, and appropriate Unit Leaders. All completed original forms MUST be given to the Documentation Unit.

Item #	Item Title	Instructions
1.	Incident Name	Enter the name assigned to the incident.
2.	Operational Period	Enter the time interval for which the form applies.
3.	Meeting Schedule	For each scheduled meeting, enter the date/time, meeting name, purpose, attendees, and location. Note: Commonly-held meetings are included in the form. Additional meetings, as needed, can be entered onto the form in the spaces provided. Time and location for each meeting must be entered. If any of the standard meetings are not scheduled, they should be deleted from the form (normally the Situation Unit Leader).
4.	Prepared By	Enter name and title of the person preparing the form, normally the Situation Unit Leader.
	Date/Time	Enter date (month, day, year) and time prepared (24-hour clock).

1. Incident Name	2. Operational Period (Date/Time) From: To:	RESOURCES AT RISK SUMMARY ICS 232-CG

3. Environmentally-Sensitive Areas and Wildlife Issues

Site #	Priority	Site Name and/or Physical Location	Site Issues

Narrative

4. Archaeo-cultural and Socio-economic Issues

Site #	Priority	Site Name and/or Physical Location	Site Issues

Narrative

5. Prepared by: (Environmental Unit Leader) **Date/Time**

RESOURCES AT RISK SUMMARY (ICS 232-CG)

Purpose. The Resources at Risk Summary provides information about sites in the incident area which are sensitive due to environmental, archaeo-cultural, or socio-economic resources at risk, and identifies incident-specific priorities and issues. The information recorded here may be transferred to ICS 232a-CG, which acts as a key to the Area Contingency Plan (ACP) or Geographic Response Plan (GRP) site numbers shown on the Situation Map.

Preparation. The Environmental Unit Leader, with input from resource trustees, will complete this form for each operational period. It should be updated prior to the Planning Meeting.

Distribution. This form must be forwarded to the Planning Section Chief for possible inclusion in the IAP. All completed original forms MUST be given to the Documentation Unit.

Item #	Item Title	Instructions
1.	Incident Name	Enter the name assigned to the incident.
2.	Operational Period	Enter the time interval for which the form applies.
3.	Env- Sensitive Area & Wildlife Issues	
	Site Number	Enter site number. Can come from Area Contingency Plan (ACP) or Geographic Response Plan (GRP) or can be created during an incident.
	Priority	Priority specific to this incident. Can come from an ACP/GRP or can be created during an incident.
	Site Name and/or Physical Location	Name of the site (e.g., Marsh Pt., Glacier Creek, etc.) and/or physical location (e.g., address, lat/long, landmarks, etc.).
	Site Issues	Environmental concerns associated with this site and season.
	Narrative	Use the Narrative section to clarify any issues.
4.	Archaeo-cultural and Socio-economic Issues	
	Site Number	Enter site number. Can come from an ACP/GRP or can be created during an incident.
	Priority	Priority specific to this incident. Can come from an ACP/GRP or can be created during an incident.
	Site Name and/or Physical Location	Name of the site (e.g., Marsh Pt., Glacier Creek, etc.) and/or physical location (e.g., address, lat/long, landmarks, etc.).
	Site Issues	Archaeo-cultural or socio-economic concerns associated with this site and season.
	Narrative	Use the Narrative section to clarify any issues.
5.	Prepared By	Enter name and title of the person preparing the form (normally the Environmental Unit Leader).
	Date/Time	Enter date (month, day, year) and time prepared (24-hour clock).

1. Incident Name	2. Operational Period (Date/Time) From: To:	ACP Site Index ICS 232a-CG

3. Index to ACP/GRP sites shown on Situation Map

Site #	Priority	Site Name and/or Physical Location	Action	Status

Note: This form is designed to be posted next to the situation map. Use additional sheets, as needed.

4. Prepared by: **Date/Time**

ACP SITE INDEX (ICS 232a-CG)

Special Note. This optional form is designed to be a key to the site numbers or site names shown on the Situation Map. The information on priorities for environmentally-sensitive areas and archaeo-cultural and socio-economic issues from the ICS 232-CG may be transferred to ICS 232a-CG, which provides more information on the Area Contingency Plan (ACP) or Geographic Response Plan (GRP) site numbers or names shown on the Situation Map.

Purpose. If used, this form is posted next to the Situation Map, providing a key to the ACP/GRP sites shown on the map.

Preparation. The Situation Unit personnel responsible for the Situation Map prepare this form, using ICS 232-CG prepared by the Environmental Unit.

Distribution. This form is posted next to the Situation Map and copies of this form should accompany any distributed copies of the Situation Map. All completed original forms MUST be given to the Documentation Unit.

Item #	Item Title	Instructions
1.	Incident Name	Enter the name assigned to the incident.
2.	Operational Period	Enter the time interval for which the form applies.
3.	Index to ACP/GRP sites	Enter site information from the Area Contingency Plan (ACP) or Geographic Response Plan (GRP) or other sources specific to this incident.
	Site Number	Can come from an Area Contingency Plan (ACP) or Geographic Response Plan (GRP) or can be created during an incident.
	Priority	Priority specific to this incident.
	Site Name and/or Physical Location	Name of the site (e.g., Marsh Pt., Glacier Creek, etc.) and/or physical location (e.g., address, lat/long, landmarks, etc.).
	Action	Actions to be taken for designated protection and collection strategies or for other sites identified specifically for this incident.
	Status	Status of site action implementation (e.g., scheduled, in progress, completed).
4.	Prepared By	Enter name and title of the person preparing the form.
	Date/Time	Enter date (month, day, year) and time prepared (24-hour clock).

1. Incident Name					**INCIDENT OPEN ACTION TRACKER ICS 233-CG**		
2. No.	3. Item	4. For/POC	5. POC Briefed	6. Start Date	7. Status	8. Target Date	9. Actual Date
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Open Actions Tracker (ICS 233-CG)

Item #	Item Title	Instructions
1.	Incident Name	Enter the name assigned to the incident.
2.	No.	Enter number of task in sequential order (1, 2, 3, …).
3.	Item	Enter short descriptive of the task.
4.	For/POC	Enter responsible section/person.
5.	Briefed to POC	When the tasker has been briefed to the POC after initially assigned, an "X" is placed in the brief column. This was to ensure that taskers identified outsie of the POC's presence (during UC Meeting for example) were assigned the to identified POC.
6.	Start Date	Enter the date the tasker was initially assigned under "Start Date."
7.	Status	Enter status of item. This includes things like: "Awaiting LE Gear", "Update needed", "Awaiting Feedback". When the item is completed, the word "completed" is entered and if working in MS Excel, the task is cut and pasted into the worksheet labeled "COMPLETED."
8.	Target Date	Target date is another way of saying deadline. When the target date is one day away, the block turns yellow. When it is overdue it turns red. When it is yellow, it serves as a reminder to the UC that the target date needs to be changed or the responsible section needs to complete the task.
9.	Actual Date	The block to the right of the Target Date (Actual Date) will always have today's date. It is merely the formula "=today()" inserted into the cell.

NOTE: In order to ensure the red and yellow reminders work for new tasks, the user simply copies a task line, inserts it into the worksheet and overtypes the new task information.

		WORK ANALYSIS MATRIX ICS 234-CG
1. Incident Name	2. Operational Period From: To:	

3. Operation's Objectives DESIRED OUTCOME	4. Optional Strategies HOW	5. Tactics/Work Assignments WHO, WHAT, WHERE, WHEN

6. Prepared by: (Operations Section Chief)	7. Date/Time:

FACILITY NEEDS ASSESSMENT WORKSHEET ICS-235-CG (Rev 5/06)

1.INC DENT NAME

2. LOCATION	3. FACILITIES	4. Requirements	# Expected Personnel	Internal/Building Workspace Sq Ft (80 sq ft/pers)	Wall Space Linear Sq Ft	Multi-Purpose Mtg Rm Sq Ft (20 sq ft/pers + display space)	External/Outside Laydown Sq Ft	Parking Space Sq Ft (120 sq ft/vehicle x 1.4 circulation factor)	Climate Control (HVAC) needed -	Toilet Rooms	Work Tables	Conf Table	Chairs	Telephones	Speaker Phone	Fax Machines	Power Outlets	Comp Workstations	Printers	Chart Printer/ChartPro	Video Projectors	Copy Machines	Paper Shredders				
ICP	Unified Command	REQ																									
	Liaison Officer & Agency Reps	REQ																									
	Safety Officer	REQ																									
	Public Information Officer	REQ																									
	Planning Section	REQ																									
	Operations Section	REQ																									
	Logistics Section	REQ																									
	Finance/Admin Section	REQ																									
	Common Areas	REQ																									
Base	Base	REQ																									
		REQ																									
JIC	JIC	REQ																									
		REQ																									
Staging		REQ																									
		REQ																									
		REQ																									
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		REQ																									
		REQ																									

5. Prepared By:

6. Date/Time Prepared

CHECK-IN LIST	1. NCIDENT NAME:	2. CHECK-IN LOCATION:	3. DATE/T ME:

CHECK-IN INFORMATION

4. LIST PERSONNEL (OVERHEAD) BY AGENCY NAME –
OR LIST EQU PEMENT BY THE FOLLOW NG FORMAT:
S=Supplies H=Helicopter
O=Overhead VL=Vessels
E=Equipment C=Crew
A=Aircraft VH=Vehicle

AGENCY	RESOURCE IDENTIFIER	KIND	5. ORDER/ NUMBER	6. DATE/TIME CHECK-IN	7. LEADER'S NAME	8. TOTAL NO. PERSONNEL	9. INCIDENT CONTACT INFORMATION	10. INCIDENT LODGING INFO/CONTACT INFO	11. HOME UNIT	12. METHOD OF TRAVEL	13. INCIDENT ASSIGNMENT	14. SENT TO RESTAT TIME/INT

15.

ICS 211-CG PAGE _____ of _____

16. PREPARED BY (Name and Position) USE BACK FOR REMARKS OR COMMENTS

OPERATIONAL PLANNING WORKSHEET

1.INCIDENT NAME

2. DATE & TIME PREPARED

3. OPERATIONAL PERIOD (DATE & T ME)

4. DIVISION/ GROUP/ OTHER LOCATION	5. WORK ASSIGNMENTS	6. KINDS OF RESOURCES																				7. OVERHEAD	8. SPECIAL EQUIPMENT & SUPPL ES	9. REPORTING LOCATION	10. REQUESTED ARRIVAL TIME
		REQ																							
		HAVE																							
		NEED																							
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ICS 215 USCG 12-02	11. TOTAL RESOURCES REQUIRED	
	12. TOTAL RESOURCES ON HAND	
	13. TOTAL RESOURCES NEEDED	

14. PREPARED BY (NAME & POSITION)

INCIDENT ACTION PLAN SAFETY ANALYSIS

1. Incident Name

2. Date/Time Prepared

3. DIVISION/ GROUP/ OTHER LOCATION	4. Work Assignments	5. Gain		6. HAZARDS												7. CONTROLS										8. ORM			
																										SEVERITY	PROBABILITY	EXPOSURE	GAR
		Human Health		Check												Check													
		Security																											
		Environment																											
		Economy																											
		Human Health		Check												Check													
		Security																											
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		Environment																											
		Economy																											

ICS-215A-CG
(rev 6/06)

Operational Risk Management Key

Scale	1	2	3	4	5
Severity	Slight	Minimal	Signif-icant	Major	Catas-trophic
Probability	Remote	Un-likely	50/50	>50	Very Likely
Exposure	Below Avg	Avg	Above Avg	Great	N/A

Gar Scale

#	1-19	20-39	40-59	60-79	80-100
Risk	Slight	Possible	Substantial	High	Very High
Color	Green	Amber	Red	Red	Red
Action	Possibly Acceptable	Attention Needed	Correction Required	Immediate Correction	Discontinue/ Stop

9. Prepared by (Name and Position)

INCIDENT ACTION PLAN SAFETY ANALYSIS (ICS-215A-CG (rev 6/06))
Instructions for filling out the form

Purpose: The purpose of this worksheet is to aid the Safety Officer in completing an operational risk assessment to prioritize hazards and develop appropriate controls.

Preparation: During the Incident Action Planning cycle where the Operations Section Chief (OSC) is preparing for the tactics meeting, the Safety Officer works alongside the OSC and completes the Incident Action Plan Safety Analysis. This sheet mirrors the ICS 215 form. Work assignments are listed along with associated hazards. A calculation is made that determines what level of risk each work assignment poses. For those assignments having significant risk, controls are developed for safeguarding responders. The net risk is evaluated against the gain. The Incident Commander should be alerted to all safety hazards that receive an amber or red GAR rating after controls have been established.

Distribution: The Operational Hazard Worksheet is attached to the Incident Site Safety Plan and is distributed according to the instruction for Site Safety Plans.

Instructions:

Item #	Item Title	Instructions
1	Incident Name	Print the name assigned to the incident.
2	Date/Time Prepared	Enter date (month, day, year) and time prepared.
3	Division/Group	Enter the Branch, Division or Group title in abbreviated form.
4	Work Assignment	List the work assignment for each Branch, Division or Group.
5	Gain	Check the gain that is achieved when the work assignment is accomplished.
6	Hazards	Using the IAP Safety Analysis Aid (page 2), list the type of hazards likely to be encountered for the work assignment. Place a check mark in the box below the hazard.
7	Controls	Using the IAP Safety Analysis Aid (page 2), list the type of controls likely to be used for addressing the hazards listed. Place a check mark in the box below the control.
8	GAR	Using the "Key", assign a number from 1 to 5 based on the level of severity, probability and exposure. Multiply all numbers together to get a total. Enter this number into the total column. Gar means **G**reen, **A**mber, **R**ed. Using the GAR scale on the bottom of the sheet, assign a color, risk level or action phrase in this block.
9	Prepared by	Enter the name of the person who completed this worksheet.

ICS-215A-CG INCIDENT ACTION PLAN SAFETY ANALYSIS AID

HAZARDS:

Physical	Chemical/Biological	Human
• Slipping	• Explosion	• Violence
• Tripping	• Flammable	• Poor Lifting
• Fall	• Air Reactive	• Repetition
• Overhead	• Water Reactive	• Excessive Force
• Heat Stress	• Chem Reactive	• Poor posture
• Cold Stress	• Alpha Rad	• Awkward motion
• Electrical	• Beta Rad	• Fatigue
• Blunt Objects	• Gamma Rad	• Poor hygiene
• Sharp Objects	• X Rad	• Illness
• Noise	• Bio-weapon	• Alcohol/Drugs
• Vehicle	• Chem-weapon	• Over crowding
• Fire	• Irritant	• Poor comms
• Sun/UV Glare	• Asphyxiant	• Noise interference
• Sun Burn	• Oxidizer	• Smoking
• Moving Pinch Points	• Carcinogen	• Driving
• Unguarded Machinery	• Corrosive	**Animal/Plant**
• Lightning	• Cryogenic	• Bites/Stings
• Drowning	• Toxic	• Poison
• Engulfment	• Biomed/pathogen	• Thorns/burrs
• Limited Egress/Access	• Particulates	• Swarms
	• Fumes (weld etc.)	• Disease
	• O2 Deficiency	• Feces/Coliforms

CONTROLS:

Types of Engineering Controls:

• Barriers	• Shields	• Dams
• Capping	• Covering	• Fencing
• Terminating	• Shutting	• Blocking
• Chocks	• Enclosures	• Diverters
• Flanging	• Guarding	• Substitution
• Anchoring	• Ventilation	• Blowing
• Scaffolding	• Grounding	• Substitution
• Bonding	• Insulation	• Lighting
• Locks, Tags	• Kill-switches	• Shut-off valves
• Taglines	• Circuit Breakers	• Process change
• Plugging, patching	• Sealing	• Absorbers

Types of Administrative Controls:

• Reduced work duration	• Worker rotation	• Safety plans
• Training	• Safety briefs	• Relief personnel
• Maintenance	• Drinking fluids	• Work/rest periods
• Good housekeeping	• Roving security	• Signs
• Warning lights	• Alarms	• Break areas
• Pre-inspections	• Field checks	• Buddy system
• Line of sight comms	• Comms schedule	• Equipt staging
• Load shifting	• Hazard marking	• Placarding
• Labeling	• Hand signals	• Safety observers
• Fendering	• Work plans	• Replenish fluids
• Handcarts/trolleys	• Fire extinguishers	• Drum bulking
• Eye Wash Station	• Hand washers	• Showers

Types of Personal Protective Equipment Controls:

• Hard hats	• Steel-toed shoes	• Safety glasses
• Safety goggles	• Face shields	• Hearing Protection
• Life jacket	• Fall arrests	• SCBA
• APRs	• Chemical suits	• Flash suits
• Fire resistant suits	• Work gloves	• Chemical gloves
• Sun glasses	• Sun-block	• Life rings
• Eye wash stations	• Night vision	• Thermal protection
• Dry/wet suits	• Hand warmers	• Wind breaker coat
• Knee pads	• Over garments	• Coveralls
• Booties	• Cooling vests	• Chap lip protection
• Hats for warming	• Gloves (warmth)	• Clothing (warmth)

Site Safety and Health Plan ICS-208-CG (rev 9/06)

Incident Name: _____ **Date/Time Prepared: _____ Operational Period: _____**

Purpose. The ICS Compatible Site Safety and Health Plan is designed for safety and health personnel that use the Incident Command System (ICS). It is compatible with ICS and is intended to meet the requirements of the Hazardous Waste Operations and Emergency Response regulation (Title 29, Code of Federal Regulations, Part 1910.120). The plan avoids the duplication found between many other site safety plans and certain ICS forms. It is also in a format familiar to users of ICS. Although primarily designed for oil and chemical spills, the plan can be used for all hazard situations.

Questions on the document should be addressed to the Coast Guard Office of Incident Management and Preparedness (G-RPP).

Table of Forms

FORM NAME	FORM #	USE	REQUIRED	OPTIONAL	ATTACHED
Emergency Safety and Response Plan	A	Emergency response phase (uncontrolled)	X		
Site Safety Plan	B	Post-emergency phase (stabilized, cleanup)	X		
Site Map	C	Post-emergency phase map of site and hazards	X		
Emergency Response Plan	D	Part of Form B, to address emergencies	X		
Exposure Monitoring Plan	E	Exposure monitoring Plan to monitor exposure	X		
Air Monitoring Log	E-1	To log air monitoring data	X*		
Personal Protective Equipment	F	To document PPE equipment and procedures	X*		
Decontamination	G	To document decon equipment and procedures	X*		
Site Safety Enforcement Log	H	To use in enforcing safety on site		X	
Worker Acknowledgement Form	I	To document workers receiving briefings		X	
Form A Compliance Checklist	J	To assist in ensuring HAZWOPER compliance		X	
Form B Compliance Checklist	K	To assist in ensuring HAZWOPER compliance		X	
Drum Compliance Checklist	L	To assist in ensuring HAZWOPER compliance		X	
Other:					

** Required only if function or equipment is used during a response*

EMERGENCY SAFETY and RESPONSE PLAN	1. Incident Name	2. Date/Time Prepared	3. Operational Period	4. Attachments: **Attach MSDS for each Chemical:**
5. Organization IC/UC:	Safety: Div/Group Supv:	Entry Team:	Backup Team:	Decon Team:
6.a. Physical Hazards and Protection	6.b. Confined Space ☐ Noise ☐ Heat Stress ☐ Cold Stress ☐ Electrical ☐ Animal/Plant/Insect ☐ Ergonomic ☐ Ionizing Rad ☐ Slips/Trips/Falls ☐ Struck by ☐ Water ☐ Violence ☐ Excavation ☐ Biomedical waste and/or needles ☐ Fatigue ☐ Other (specify)			

6.c. Tasks & Controls	6d Entry Permit	6.e. Ventilate	6f. Hearing Protection	6g. Shoes (type)	6.h. Hard Hats	6i. Clothing (cold wx)	6j. Life Jacket	6l. Work/ Rest (hrs)	6.m. Fluids (amt/time)	6.n. Signs & Barricade	6.p. Fall Protect	6.q. Post Guards	6.r. Flash Protect	6.s. Work Gloves	6.t. Other

7.a. Agent	7.b. Hazards		7.c. Target Organs	7.d. Exposure Routes	7.f. PPE	7.g. Type of PPE
	Explosive ☐ Flammable ☐ Reactive ☐ Biomedical ☐ Toxic ☐	Radioactive ☐ Carcinogen ☐ Oxidizer ☐ Corrosive ☐ Specify Other: ☐	Eyes ☐ Nose ☐ Skin ☐ Ears ☐ Central Nervous System ☐ Respiratory ☐ Throat ☐ Lungs ☐ Heart ☐ Liver ☐ Kidney ☐ Blood ☐ Lungs ☐ Circulatory ☐ Gastrointestinal ☐ Bone ☐ Other Specify: ☐	Inhalation ☐ Absorption ☐ Ingestion ☐ Injection ☐ Membrane ☐ ☐	Face Shield ☐ Eyes ☐ Gloves ☐ Inner Suit ☐ Splash Suit ☐ Level A Suit ☐ SCBA ☐ APR ☐ SAR ☐ Cartridges ☐ Fire Resistance ☐	

8. Instruments:	8.a. Action Levels	8.b. Chemical Name(s):	8.c. LEL/UEL %	8.d. Odor Thresh Ppm	8.e. Ceiling/ IDLH	8.f. STEL/TLV	8.g. Flash Pt/ Ignition Pt (F or C)	8.h. Vapor Pressure (mm)	8.i. Vapor Density	8.j. Specific Gravity	8.l. Boiling Pt F or C
O2 ☐											
CGI ☐											
Radiation ☐											
Total HCs ☐											
Colorimetric ☐											
Thermal ☐											
Other ☐											

EMERGENCY SAFETY and RESPONSE PLAN (Cont)	1. Incident Name	2. Date/Time Prepared	3. Operational Period	4. Attachments: **Attach MSDS for each Chemical**

9. Decontamination:				
Instrument Drop Off ☐	Suit Wash ☐	Bottle Exchange ☐	SCBA/Mask Rinse ☐	Intervening Steps ☐Specify:
Outer Boots/Glove Removal ☐	Decon Agent: Water ☐	Outer Suit Removal ☐	Inner Glove Removal ☐	
Suit/Gloves/Boot Disposal ☐	Other ☐	Inner Suit Removal ☐	Work Clothes Removal ☐	
	Specify:	SCBA/Mask Removal ☐	Body Shower ☐	

10. Site Map. Include: Work Zones, Locations of Hazards, Security Perimeter, Places of Refuge, Decontamination Line, Evacuation Routes, Assembly Point, Direction of North
☐ Attached, ☐ Drawn Below:

11.a. Potential Emergencies:	11.b. Evacuation Alarms:	11.c Emergency Prevention and Evacuation Procedures:
Fire ☐	Horn ☐ # Blasts ☐	Safe Distance:
Explosion ☐	Bells ☐ #Rings ☐	
Other ☐	Radio Code ☐	
	Other:	

12. a. Communications:	12.b. Command #:	12.c. Tactical #:	12.d. Entry #:
Radio ☐ Phone ☐ Other ☐			

13.a. Site Security:	13.b. Procedures:	13.c. Equipment:
Personnel Assigned		

14.a. Emergency Medical:	14.b. Procedures:	14.c Equipment:
Personnel Assigned		

15. Prepared by:	16. Date/Time Briefed:	**ICS-208-CG SSP-A Page 2. (rev 9/06):** Page _____ of _____

EMERGENCY SAFETY AND RESPONSE PLAN (ICS-208-CG SSP-A)

Purpose: The Emergency Safety and Response Plan provides the Safety Officer and ICS personnel a plan for safeguarding personnel during the initial emergency phase of the response. *It is only used during the emergency phase of the response, which is defined as a situation involving an uncontrolled release.* It is also intended to meet the requirements of the Hazardous Waste Operations and Emergency Response (HAZWOPER) regulation, Title 29 Code of Federal Regulations Part 1910.120.

Preparation: The Safety Officer or his/her designated staff starts the Emergency Site Safety and Response Plan. They initially address the hazards common to all operations involved in the response (initial site characterization). Outside support organizations must be contacted to ensure the plan is consistent with other plans (local, state, other federal plans). Form ICS-208-CG SSP-G need not be completed if this form is used. When the operation proceeds into the post-emergency phase (site stabilized and cleanup operations begun) forms ICS-208-CG SSP-B and ICS-208-CG SSP-G should be used. For large incidents, the Emergency Site Safety and Response Plan complements the Incident Action Plan. For smaller incidents, the Emergency Site Safety and Response Plan complements ICS-201.

Distribution: The Emergency Safety and Response Plan completed by the Safety Officer is forwarded to the Planning Section Chief. Copies are made and attached to the Assignment List(s) (ICS Form 204). The Operations Section Chief, Directors, Supervisors or Leaders get a copy of the plan. They must ensure it is available on site for all personnel to review. The Safety Officer is responsible for ensuring that the Emergency Site Safety and Response Plan properly addresses the hazards of the operation. The Safety Officer accomplishes this through on site enforcement and feedback to the operational units.

Instructions:

Item #	Item Title	Instructions
1	Incident Name	Print the name assigned to the incident.
2	Date/Time Prepared	Enter date (month, day, year) prepared.
3	Operational Period	Enter the time interval for which the assignment applies.
4	Attachments	Enter attachments. Material Safety Data Sheets are mandatory under 1910.120. Safe Work Practices may also be attached.
5	Organization	List the personnel responsible for these positions. IC and Safety Officer are mandatory.
6	Physical Hazards & Protection	Check off the physical hazards at the site. Identify the major tasks involved in the response (skimming, lightering, overpacking, etc.). Check off the controls that would be used to safeguard workers from the physical hazards for each major task.
7	Chemical/Agent	List the chemicals involved in the response. Chemicals may be listed numerically. Check off the hazards, potential health effects, pathway of dispersion, and exposure route of the chemical. Numbers corresponding to the chemical may be entered into the check blocks to differentiate. Check off the PPE to be used. Identify the type of PPE selected (for example: gloves: butyl rubber).
8	Instruments	Indicate the instruments being used for monitoring. List the action levels adjacent to the instruments being used. Identify the chemicals being monitored (2). List the physical parameters of the chemicals. Use a separate form for additional chemicals monitored.

EMERGENCY SAFETY AND RESPONSE PLAN (FORM ICS-208-CG SSP-A) (Instructions Continued)

9	Decontamination	Check off the decontamination steps to be used. Numbers may be entered to indicate the preferred sequence. Identify any intervening steps necessary on the form or in a separate attachment.
10	Site Map	Draw a rough site map. Ensure all the information listed is identified on the map.
11	Potential Emergencies	Identify any potential emergencies that may occur. If none, so state. Check off the appropriate alarms that may be used. Identify emergency prevention and evacuation procedures in the space provided or on a separate attached sheet.
12	Communications	Indicate type of site communications (phone, radio). Indicate phone numbers or frequencies for the command, tactical and entry functions.
13	Site Security	Identify the personnel assigned. Identify security procedures in the space provided or on a separate attached sheet. Identify the equipment needed to support security operations.
14.	Emergency Medical	Identify the personnel assigned. Identify emergency medical procedures in the space provided or on a separate attached sheet. Identify the equipment needed to support security operations.
15.	Prepared by:	Enter the name and position of the person completing the worksheet.
16.	Date/time briefed:	Enter the date/time the document was briefed to the appropriate workers and by whom.

CG ICS SITE SAFETY PLAN (SSP) HAZARD ID/EVAL/CONTROL	1. Incident Name	2. Date/Time Prepared	3. Operational Period	4. Safety Officer (include method of contact)
5. Supervisor/Leader	6. Location and Size of Site	7. Site Accessibility Land☐ Water☐ Air ☐ Comments:	8. For Emergencies Contact:	9. Attachments: **Attach MSDS for each Chemical**

10.a. Job Task/Activity	10.b. Hazards*	10.c. Potential Injury & Health Effects	10.d. Exposure Routes	10.e. Controls: Engineering, Administrative, PPE
			Inhalation ☐ Absorption ☐ Ingestion ☐ Injection ☐ Membrane ☐ ☐	
			Inhalation ☐ Absorption ☐ Ingestion ☐ Injection ☐ Membrane ☐ ☐	
			Inhalation ☐ Absorption ☐ Ingestion ☐ Injection ☐ Membrane ☐ ☐	
			Inhalation ☐ Absorption ☐ Ingestion ☐ Injection ☐ Membrane ☐ ☐	
			Inhalation ☐ Absorption ☐ Ingestion ☐ Injection ☐ Membrane ☐ ☐	

11. Prepared By:	12. Date/Time Briefed:	***HAZARD LIST**: Physical/Safety, Toxic, Explosion/Fire, Oxygen Deficiency, Ionizing Radiation, Biological, Biomedical, Electrical, Heat Stress, Cold Stress, Ergonomic, Noise, Cancer, Dermatitis, Drowning, Fatigue, Vehicle, & Diving	**ICS-208-CG SSP-B (rev 9/06):** Page _____ of _____

SITE SAFETY PLAN (FORM ICS-208-CG SSP-B)

Purpose: The Site Safety Plan provides the Safety Officer and ICS personnel a plan for safeguarding personnel during the post-emergency phase of an incident. The post-emergency phase is when the situation is stabilized and cleanup operations have begun. ICS-208-CG SSP-B is intended to meet the requirements of the Hazardous Waste Operations and Emergency Response (HAZWOPER) regulation, Title 29 Code of Federal Regulations Part 1910.120.

Preparation: The Safety Officer or his/her designated staff starts the Site Safety Plan. They initially address the hazards common to all operations involved in the response (initial site characterization). The plan is then reproduced and as a minimum sent to ICS Group/Division Supervisors. They amend it according to unique job or on-scene hazards with support from the Safety Officer and/or his/her staff (detailed site characterization). The plan is continuously updated to address changing conditions. During the first hours of the response, where most response functions are in the emergency phase, the Safety Officer may chose to use the Emergency Safety and Response Plan (ICS-208-CG SSP-A) in place of the Site Safety Plan. For large incidents, ICS-208-CG SSP-B compliments the Incident Action Plan (IAP). For smaller incidents, ICS-208-CG SSP-B compliments ICS Form 201. The Safety Officer is encouraged to use the HAZWOPER Compliance Checklist (Form ICS-208-CG SSP-K) to ensure the IAP and the 201 address the requirements and all other pertinent ICS forms (203, 205, 206, etc.) are completed.

Distribution: The initial Site Safety Plan completed by the Safety Officer is forwarded to the Planning Section Chief. Copies are made and attached to the Assignment List(s) (ICS Form 204). The Operations Section Chief, Directors, Supervisors or Leaders get a copy and make on site amendments specific to their operation. They must also ensure it is available on site for all personnel to review. The Safety Officer provides personnel from his/her staff to assist in the detailed site characterization. The Safety Officer is responsible for ensuring that the Site Safety Plan for each assignment properly addresses the hazards of the assignment. The Safety Officer must ensure that the safety plans on site are consistent. The Safety Officer accomplishes this through on site enforcement and feedback to the operational units.

Instructions:

Item #	Item Title	Instructions
1	Incident Name	Print the name assigned to the incident.
2	Date/Time Prepared	Enter date (month, day, year) prepared.
3	Operational Period	Enter the time interval for which the assignment applies.
4	Safety Officer	Enter the name of the Safety Officer and means of contact.
5	Group/Division Supv Strike Team/TF Leader	The Supervisor/Leader who receives this form will enter their name here.
6	Location & size of site	Enter the geographical location of the site and the approximate square area.
7	Site Accessibility	Check the block(s) if the site is accessible by land, water, air, etc.
8	For Emergencies Contact	Enter the name and way to contact the individual who handles emergencies.
9	Attachments	Enter attachments. Material Safety Data Sheets are mandatory under 1910.120. Safe Work Practices may also be attached.
10	Job/Task Activity	Enter Job/Task & Activities, list hazards, list potential injury and health effects, check exposure routes and identify controls. If more detail is needed for controls, provided attachments.
11	Prepared by	Enter the name and position of the person completing the worksheet.
12	Date/Time Briefed:	Enter the date/time the document was briefed to the appropriate workers and by whom.

CG ICS SSP: SITE MAP	1. Incident Name	2. Date/Time Prepared	3. Operational Period	4. Safety Officer (include method of contact)
5. Supervisor/Leader	6. Location and Size of Site	7. Site Accessibility Land☐ Water☐ Air ☐ Comments:	8. For Emergencies Contact:	9. Include: - Work Zones - Locations of Hazards - Security Perimeter - Places of Refuge - Decontamination Line - Evacuation Routes
10. Sketch of Site: ☐ Attached. ☐ Drawn Here				
11. Prepared By:	12. Date/Time Briefed:	**HAZARD LIST**: Physical/Safety, Toxic, Explosion/Fire, Oxygen Deficiency, Ionizing Radiation, Biological, Biomedical, Electrical, Heat Stress, Cold Stress, Ergonomic, Noise, Cancer, Dermatitis, Drowning, Fatigue, Vehicle, & Diving		**ICS-208-CG SSP-C (rev 9/06):** Page _____ of _____

SITE MAP FOR SITE SAFETY PLAN (ICS-208-CG SSP-C)

Purpose: The Site Map for the Site Safety Plan is required by Title 29 Code of Federal Regulations Part 1910.120. It provides in 1 place a visual description of the site which can help ICS personnel locate hazards, identify evacuation routes and places of refuge.

Preparation: The Site Map for the Site Safety Plan can be completed by the Safety Officer, his/her staff or by ICS field personnel (Group Supervisors, Task Force/Strike Team Leaders) working at a site with unique and specific hazards. One or several maps may be developed, depending on the size of the incident and the uniqueness of the hazards. The key is to ensure that the workers using the map(s) can clearly identify the work zones, locations of hazards, evacuation routes and places of refuge.

Distribution: This form must be located with the Site Safety Plan (ICS-208-CG SSP-B). It therefore follows the same distribution route.

Instructions:

Item #	Item Title	Instructions
1	Incident Name	Print the name assigned to the incident.
2	Date/Time Prepared	Enter date (month, day, year) prepared.
3	Operational Period	Enter the time interval for which the assignment applies.
4	Safety Officer	Enter the name of the Safety Officer and means of contact.
5	Supervisor/Leader	The Supervisor/Leader who receives this form will enter their name here.
6	Location & size of site	Enter the geographical location of the site and the approximate square area.
7	Site Accessibility	Check the block(s) if the site is accessible by land, water, air, etc.
8	For Emergencies Contact	Enter the name and way to contact the individual who handles emergencies.
9	Include	Ensure the map includes the listed items provided in this block.
10	Sketch of Site	Sketch of site for work. May attach map or chart.
10	Prepared by	Enter the name and position of the person completing the worksheet.
11	Date/Time Briefed:	Enter the date/time the document was briefed to the appropriate workers and by whom.

CG ICS SSP: EMERGENCY RESPONSE PLAN	1. Incident Name	2. Date/Time Prepared	3. Operational Period	4. Safety Officer (include method of contact)
5. Supervisor/Leader	6. Location and Size of Site	7. For Emergencies Contact:		8. Attachments: **INCLUDE ICS FORM 206 and EMT Medical Response Procedures**
9. Emergency Alarm (sound and location)	10. Backup Alarm (sound and location)	11. Emergency Hand Signals	12. Emergency Personal Protective Equipment Required:	

13. Emergency Notification Procedures	14. Places of Refuge (also see site map form 208B)	15. Emergency Decon and Evacuation Steps	16. Site Security Measures

17. Prepared By:	18. Date/Time Briefed:	**HAZARD LIST**: Physical/Safety, Toxic, Explosion/Fire, Oxygen Deficiency, Ionizing Radiation, Biological, Biomedical, Electrical, Heat Stress, Cold Stress, Ergonomic, Noise, Cancer, Dermatitis, Drowning, Fatigue, Vehicle, & Diving	**ICS-208-CG SSP-D (rev 9/06)** Page _____ of _____

EMERGENCY RESPONSE PLAN (ICS-208-CG SSP-D)

Purpose: The Emergency Response Plan provides information on measures to be taken in the event of an emergency. It is used in conjunction with the Site Safety Plan (Form ICS-208-CG SSP-B). It is also required by Title 29 Code of Federal Regulations Part 1910.120.

Preparation: The Safety Officer, his/her staff member or the Site Supervisor/Leader prepares the Emergency Response Plan. A copy of the Medical Plan (ICS Form 206) must always be attached to this form.

Distribution: This form must be located with Site Safety Plan (ICS-208-CG SSP-B). It therefore follows the same distribution route.

Instructions:

Item #	Item Title	Instructions
1	Incident Name	Print the name assigned to the incident.
2	Date/Time Prepared	Enter date (month, day, year) prepared.
3	Operational Period	Enter the time interval for which the assignment applies.
4	Safety Officer	Enter the name of the Safety Officer and means of contact.
5	Supervisor/Leader	The Supervisor/Leader who receives this form will enter their name here.
6	Location & size of site	Enter the geographical location of the site and the approximate square area.
7	For Emergencies Contact	Enter the name and way to contact the individual who handles emergencies.
8	Attachments	Enter attachments. ICS Form 206 must be included.
9	Emergency Alarm	Enter a description of the sound of the emergency alarm and it's location.
10	Backup Alarm	Enter a description of the sound of the emergency alarm and it's location.
11	Emergency Hand Signals	Enter the emergency hand signals to be used.
12	Emergency Personal Protective Equipment Required	Enter the emergency personal protective equipment that may be needed in the event of an emergency.
13	Emergency Notification Procedures	Enter the procedures for notifying the appropriate personnel and organizations in the event of an emergency.
14	Places of Refuge	Enter by name the place of refuge personnel can go to in the event of an emergency.
15	Emergency Decon & Evacuation Steps	Enter emergency decontamination steps and evacuation procedures.
16	Site Security Measures	Enter site security measures needed for emergencies.
17	Prepared by	Enter the name and position of the person completing the worksheet.
18	Date/Time Briefed:	Enter the date/time the document was briefed to the appropriate workers and by whom.

CG ICS SSP: Exposure Monitoring Plan	1. Incident Name	2. Date/Time Prepared:	3. Operational Period:	4. Safety Officer (Method of Contact):

5. Specific Task/Operation	6. Survey Location	7. Survey Date/Time	8. Monitoring Methodology	9. Direct-Reading Instrument	10. Air Sampling	11. Hazard(s) to Monitor	12. Monitoring Duration	13. Reasons to Monitor	14. Laboratory Support for Analysis
			☐ Personal Breathing Zone ☐ Area Air Monitoring ☐ Dermal Exposure Monitoring ☐ Biological Monitoring: ☐ Blood ☐ Urine ☐ Other ☐ Obtain bulk samples ☐ Other:	Model: Manufacturer: Last Mfr Calibration Date:	Sampling/Analysis Method: Collecting Media: ☐ Charcoal Tube ☐ Silica Gel ☐ 37 mm MCE Filter ☐ 37 mm PVC Filter ☐ Other:_____			☐ Regulatory Compliance ☐ Assess current PPE adequacy ☐ Validate engineering controls ☐ Monitor IDLH Conditions ☐ Other_____	
			☐ Personal Breathing Zone ☐ Area Air Monitoring ☐ Dermal Exposure Monitoring ☐ Biological Monitoring: ☐ Blood ☐ Urine ☐ Other ☐ Obtain bulk samples ☐ Other:	Model: Manufacturer: Last Mfr Calibration Date:	Sampling/Analysis Method: Collecting Media: ☐ Charcoal Tube ☐ Silica Gel ☐ 37 mm MCE Filter ☐ 37 mm PVC Filter ☐ Other:_____			☐ Regulatory Compliance ☐ Assess current PPE adequacy ☐ Validate engineering controls ☐ Monitor IDLH Conditions ☐ Other_____	
			☐ Personal Breathing Zone ☐ Area Air Monitoring ☐ Dermal Exposure Monitoring ☐ Biological Monitoring: ☐ Blood ☐ Urine ☐ Other ☐ Obtain bulk samples ☐ Other:	Model: Manufacturer: Last Mfr Calibration Date:	Sampling/Analysis Method: Collecting Media: ☐ Charcoal Tube ☐ Silica Gel ☐ 37 mm MCE Filter ☐ 37 mm PVC Filter ☐ Other:_____			☐ Regulatory Compliance ☐ Assess current PPE adequacy ☐ Validate engineering controls ☐ Monitor IDLH Conditions ☐ Other_____	
			☐ Personal Breathing Zone ☐ Area Air Monitoring ☐ Dermal Exposure Monitoring ☐ Biological Monitoring: ☐ Blood ☐ Urine ☐ Other ☐ Obtain bulk samples ☐ Other:	Model: Manufacturer: Last Mfr Calibration Date:	Sampling/Analysis Method: Collecting Media: ☐ Charcoal Tube ☐ Silica Gel ☐ 37 mm MCE Filter ☐ 37 mm PVC Filter ☐ Other:_____			☐ Regulatory Compliance ☐ Assess current PPE adequacy ☐ Validate engineering controls ☐ Monitor IDLH Conditions ☐ Other_____	

15. Prepared By:	16. Date/Time Briefed:	**HAZARD LIST**: Potential Health Effects: Bruise/Lacerations, Organ Damage, Central Nervous System Effects, Cancer, Reproductive Damage, Low Back Pain, Temporary Hearing Loss, Dermatitis, Respiratory Effects, Bone Breaks, & Eye Burning
18. Safety Officer Review:	Reporting: Monitoring results shall be logged in the ICS-208-CG SSP-E-1 form (Air Monitoring Log) and attached as part of a current Site Safety Plan and Incident Action Plan. Significant Exposures shall be immediately addressed to the IC and General Staff for immediate correction.	**ICS-208-CG SSP-E (rev 9/06)** Page _____ of _____

EXPOSURE MONITORING PLAN (FORM ICS-208-CG SSP-E)

Purpose: The Exposure Monitoring Plan provides plan of monitoring conducted during an incident. The plan is a supplement to the Site Safety Plan (ICS-208-CG SSP-B). It is only required when performing monitoring operations.

Preparation: The Safety Officer, his/her staff member or the Site Supervisor/Leader prepares the Exposure Monitoring Plan. If there is a decision not to monitor during a response, the reasons must be stated clearly in the Site Safety Plan (ICS-208-CG SSP-B).

Distribution: This form must be located with Site Safety Plan (ICS-208-CG SSP-B). It therefore follows the same distribution route.

Instructions:

Item #	Item Title	Instructions
1	Incident Name	Print the name assigned to the incident.
2	Date/Time Prepared	Enter date (month, day, year) prepared.
3	Operational Period	Enter the time interval for which the assignment applies.
4	Safety Officer	Enter the name of the Safety Officer and means of contact.
5	Specific Task / Operation	Enter specific task or operation.
6	Survey Location	Enter the location to be monitored.
7	Survey Date/Time	Enter the date/time for the monitoring teams to survey.
8	Monitoring Methodology	Enter/Check the monitoring method to be used.
9	Direct-Reading Instrument	Enter the instrument model, manufacturer, last calibration date.
10	Air Sampling	Enter Air Sampling analysis method
11	Hazards to Monitor	Enter the hazards to monitor
12	Monitoring Duration	Enter duration of monitoring
13	Reasons to Monitor	Enter Reasons to Monitor
14	Laboratory Support for Analysis	Enter Laboratory Support needed for analysis of samples
15	Prepared by	Enter the name and position of the person completing the worksheet.
16	Date/Time Briefed	Enter the date/time the document was briefed to the appropriate workers and by whom.
17	Safety Officer Review	The Safety Officer must review and sign the form.

CG ICS SSP: AIR MONITORING LOG	1. Incident Name	2. Date/Time Prepared	3. Operational Period	4. Safety Officer (include method of contact)	
5. Site Location	6. Hazards of Concern	7. Action Levels (include references):		8. Weather: Temperature: Precipitation: Wind: Relative Humidity: Cloud Cover:	
9.a. Instrument, ID Number Calibrated? Indicate below.	9.b. Monitoring Person Name(s)	9.c. Results (units)	9.d. Location	9 f. Time	9.g. Interferences and Comments
10. Safety Officer Review:		Potential Health Effects: Bruise/Lacerations, Organ Damage, Central Nervous System Effects, Cancer, Reproductive Damage, Low Back Pain, Temporary Hearing Loss, Dermatitis, Respiratory Effects, Bone Breaks, & Eye Burning			**ICS-208-CG SSP-E-1 (rev 9/06):** Page _____ of _____

DAILY AIR MONITORING LOG (FORM ICS-208-CG SSP-E-1)

Purpose: The Exposure Monitoring Log provides documentation of air monitoring conducted during a spill. The log is a supplement to the Site Safety Plan (ICS-208-CG SSP-B). It is only required when performing air monitoring operations. The information used from the log can help update the Site Safety Plan.

Preparation: Persons conducting monitoring complete the Daily Air Monitoring Log. Normally these are air monitoring units under the Site Safety Officer. If there is a decision not to monitor during a spill, the reasons must be stated clearly in the Site Safety Plan (ICS-208-CG SSP-B).

Distribution: The Daily Air Monitoring Log when completed is copied and forwarded to the Site Safety Officer who must review and sign the form. The original form must be available on site, readily available and briefed to all impacted ICS personnel.

Instructions:

Item #	Item Title	Instructions
1	Incident Name	Print the name assigned to the incident.
2	Date/Time Prepared	Enter date (month, day, year) prepared.
3	Operational Period	Enter the time interval for which the assignment applies.
4	Safety Officer	Enter the name of the Safety Officer and means of contact.
5	Location & size of site	Enter the geographical location of the site and the approximate square area.
6	Hazards of Concern	Enter the hazards being monitored.
7	Action Levels	Enter the action levels/readings for the monitoring teams.
8	Weather	Enter weather information. Ensure units of measure are listed.
9	Air Monitoring Data	Enter the instrument type and number, persons monitoring, results with appropriate units, location of reading, time of reading and interferences and comments.
10	Safety Officer Review	The Safety Officer must review and sign the form.

CG ICS SSP: PERSONAL PROTECTIVE EQUIPMENT	1. Incident Name	2. Date/Time Prepared	3. Operational Period	4. Safety Officer (include method of contact)
5. Supervisor/Leader	6. Location and Size of Site	7. Hazards Addressed:	8. For Emergencies Contact:	

9. Equipment:				10. References Consulted:

11. Inspection Procedures:	12. Donning Procedures:	13. Doffing Procedures:	14. Limitations and Precautions (include maximum stay time in PPE):

15. Prepared By:	16. Date/Time Briefed:	Potential Health Effects: Bruise/Lacerations, Organ Damage, Central Nervous System Effects, Cancer, Reproductive Damage, Low Back Pain, Temporary Hearing Loss, Dermatitis, Respiratory Effects, Bone Breaks, Eye Burning	**ICS-208-CG SSP-F: (Rev 9/06)** Page _____ of _____

PERSONAL PROTECTIVE EQUIPMENT (ICS-208-CG SSP-F)

Purpose: The Personal Protective Equipment form is a list of personal protective equipment to be used in operations. The listing of personal protective equipment is required by Title 29 Code of Federal Regulations Part 1910.120.

Preparation: The Personal Protective Equipment form is completed by the Site Safety Officer, or his/her staff. Personal protective equipment common to all ICS Operations personnel is addressed first. Jobs with unique personal protective equipment requirements (fall protection) are addressed next. When the form is delivered on site, the ICS Director, Supervisor, or Leader may amend the list to ensure personnel are adequately protected from job hazards. It must be completed prior to the onset of any operations, unless addressed elsewhere by Standard Operating Procedures.

Distribution: This form must be located with Site Safety Plan (ICS-208-CG SSP-B). It therefore follows the same distribution route.

Instructions:

Item #	Item Title	Instructions
1	Incident Name	Print the name assigned to the incident.
2	Date/Time Prepared	Enter date (month, day, year) prepared.
3	Operational Period	Enter the time interval for which the assignment applies.
4	Safety Officer	Enter the name of the Safety Officer and means of contact.
5	Supervisor/Leader	The Supervisor/Leader who receives this form will enter their name here.
6	Location & size of site	Enter the geographical location of the site and the approximate square area.
7	Hazard(s) Addressed:	Enter the hazards that need to be safeguarded.
8	For Emergencies Contact	Enter the name and way to contact the individual who handles emergencies.
9	Equipment	List the equipment needed to address the hazards. If pre-designed Safe Work Practices are used, indicate here and attach to form.
10	References consulted	List the references used in making the selection for PPE.
11	Inspection Procedures	Enter the procedures for inspecting the Personal Protective Equipment prior to donning. If pre-designed Safe Work Practices are used, indicate here and attach to form.
12	Donning Procedures	Enter the procedures for putting on the PPE. If pre-designed Safe Work Practices are used, indicate here and attach to form.
13	Doffing Procedures	Enter the information for removing the PPE. If pre-designed Safe Work Practices are used, indicate here and attach to form.
14	Limitations and Precautions	List the limitations and precautions when using PPE. Include the maximum time to be inside the PPE, Heat Stress concerns, psychomotor skill detraction and other factors.
15	Prepared by	Enter the name and position of the person completing the worksheet.
16	Date/Time Briefed:	Enter the date/time the document was briefed to the appropriate workers and by whom.

CG ICS SSP: DECONTAMINATION	1. Incident Name	2. Date/Time Prepared	3. Operational Period	4. Safety Officer (include method of contact)
5. Supervisor/Leader	6. Location and Size of Site	7. For Emergencies Contact:		8. Hazard(s) Addressed:

9. Equipment:				10. References Consulted:

11. Contamination Avoidance Practices:	12. Decon Diagram: ☐ Attached, ☐ Drawn below	13. Decon Steps

14. Prepared By:	15. Date/Time Briefed:	Potential Health Effects: Bruise/Lacerations, Organ Damage, Central Nervous System Effects, Cancer, Reproductive Damage, Low Back Pain, Temporary Hearing Loss, Dermatitis, Respiratory Effects, Bone Breaks, Eye Burning	**ICS-208-CG SSP-G (rev 9/06):** Page _____ of _____

DECONTAMINATION (ICS-208-CG SSP-G)

Purpose: The Decontamination form provides information on how workers can avoid contamination and how to get decontaminated. It is a supplemental form to the Site Safety Plan.

Preparation: The Decontamination Form can be completed by the Site Safety Officer, a member of his/her staff or by the Group/Division Supervisor, Task Force/Strike Team Leader on the site

Distribution: This form must be located with Site Safety Plan (ICS-208-CG SSP-B). It therefore follows the same distribution route.

Instructions:

Item #	Item Title	Instructions
1	Incident Name	Print the name assigned to the incident.
2	Date/Time Prepared	Enter date (month, day, year) prepared.
3	Operational Period	Enter the time interval for which the assignment applies.
4	Safety Officer	Enter the name of the Safety Officer and means of contact.
5	Supervisor/Leader	The Supervisor/Leader who receives this form will enter their name here.
6	Location & size of site	Enter the geographical location of the site and the approximate square area.
7	For Emergencies Contact	Enter the name and way to contact the individual who handles emergencies.
8	Hazard(s) Addressed:	Enter the hazards that need to be safeguarded.
9	Equipment	Enter the decontamination equipment needed for the site. If pre-designed Safe Work Practices are used, indicate here and attach to this form.
10	References consulted	List the references used in making the selection for PPE.
11	Contamination Avoidance Practices	Enter procedures for personnel to avoid contamination. If pre-designed Safe Work Practices are used, indicate here and attach to form.
12	Decon Diagram	Draw a diagram for the decontamination operation. If pre-designed Safe Work Practices are used, indicate here and attach to form.
13	Decon Steps	List the decontamination steps.
14	Prepared by	Enter the name and position of the person completing the worksheet.
15	Date/Time Briefed:	Enter the date/time the document was briefed to the appropriate workers and by whom.

CG ICS SSP: ENFORCEMENT LOG	1. Incident Name	2. Date/Time Prepared	3. Operational Period	4. Safety Officer (include method of contact)	
5. Supervisor/Leader	6. For Emergencies Contact:			7. Attachments:	
8.a. Job Task/Activity	8.b. Hazards	8.c. Deficiency	8.d. Action Taken	8.e. Safety Plan Amended?	8 f. Signature of Supervisor/Leader
9. Prepared By:	10. Date/Time Briefed:	**HAZARD LIST**: Physical/Safety, Toxic, Explosion/Fire, Oxygen Deficiency, Ionizing Radiation, Biological, Biomedical, Electrical, Heat Stress, Cold Stress, Ergonomic, Noise, Cancer, Dermatitis, Drowning, Fatigue, Vehicle, & Diving			**ICS-208-CG SSP-H (rev 9/06):** Page _____ of _____

SITE SAFETY ENFORCEMENT LOG (ICS-208-CG SSP-H)

Purpose: The Site Safety Plan Enforcement Log is used to help enforce safety during an incident.

Preparation: The Safety Officer and/or his/her staff complete the Site Safety Plan Enforcement Log. The log is completed as Safety personnel are on scene reviewing the site. It should be completed at a minimum once per day. The number of enforcement logs to be completed depends on the size of the incident. Enough should be completed to ensure that site safety is being adequately enforced.

Distribution: The Site Safety Plan enforcement log when completed is delivered to the Safety Officer. The Safety Officer can use the form to amend the Site Safety Plan (ICS-208-CG SSP-A or B).

Instructions:

Item #	Item Title	Instructions
1	Incident Name	Print the name assigned to the incident.
2	Date/Time Prepared	Enter date (month, day, year) prepared.
3	Operational Period	Enter the time interval for which the assignment applies.
4	Safety Officer	Enter the name of the Safety Officer and means of contact
5	Supervisor/Leader	The Supervisor/Leader who receives this form will enter their name here.
6	For Emergencies Contact	Enter the name and way to contact the individual who handles emergencies.
7	Attachments	List any attached supporting documentation.
8 a	Job/Task Activity	Enter only those Job Task/activities for which a deficiency is noted.
8 b	Hazards	Enter the hazard not being sufficiently addressed.
8 c	Deficiency	Enter the deficiency.
8 d	Action Taken	Enter the corrective action taken to address the deficiency.
8 e	Safety Plan Amended?	Enter whether the on site safety plan was amended.
8 f	Signature of Supervisor/Leader	Ensure the Supervisor/Leader signs the form to acknowledge the deficiency.
9	Prepared by	Enter the name and position of the person completing the worksheet.
10	Date/Time Briefed:	Enter the date/time the document was briefed to the appropriate workers and by whom.

CG ICS SSP WORKER ACKNOWLEDGEMENT FORM	1. Incident Name	2. Site Location:	3. Attachments:	
4. Type of Briefing	5. Presented By:		6. Date Presented	7. Time Presented
Safety Plan/Emergency Response Plan ☐ Start Shift ☐ Pre-Entry ☐ Exit ☐ End of Shift ☐ Specify Other:				
8.a. Worker Name (Print)	8.b. Signature*		8.c. Date	8.d. Time

***** *By signing this document, I am stating that I have read and fully understand the plan and/or information provided to me.*

ICS-208-CG SSP-I (rev 9/06): Worker Acknowledgement
Page _____ of _____

WORKER ACKNOWLEDGEMENT FORM (ICS-208-CG SSP-I)

Purpose: The Worker Acknowledgement form is used to document workers who have received safety briefings.

Preparation: Those personnel responsible for conducting safety briefings complete this form initially. Once the briefings are completed, workers who were briefed print their name, sign, date and indicate the time of the briefing.

Distribution: This form is returned to the Safety Officer or designated representative at the end of each operational period.

Instructions:

Item #	Item Title	Instructions
1	Incident Name	Print the name assigned to the incident.
2	Site Location	Indicate the location where the briefings are held.
3	Attachments	Indicate any attachments used as part of the briefings.
4	Type of briefing	Check the block next to the type of briefing.
5	Presented by	Enter the name of the person conducting the briefing.
6	Date Presented	Enter the date of the briefing.
7	Time Presented	Enter the time of the briefing.
8	Worker Name, Signature, Date and Time	Workers receiving the briefing print their name, sign, date and enter the time they acknowledge the briefing.

CG ICS SSP: Emergency Safety & Response Plan 1910.120 Compliance Checklist (Form A)	1. Incident Name	2. Date/Time Prepared	3. Operational Period	4. Site Supervisor/Leader	5. Location of Site

6.a. Cite: 1910.120	6.b. Requirement(sections that duplicate or explain are omitted)	6.c. ICS Form	6.d. Check	6.e. Comments
(**q**)(1)	Is the plan in writing?	SSP-A	☐	
(1)	Is the plan available for inspection by employees?	N/A	☐	Performance based
(**q**)(2)(i)	Does the plan address pre-emergency planning and coordination?	SSP-A	☐	
(ii)	Does it address personnel roles?	SSP-A	☐	
(ii)	Does it address lines of authority?	SSP-A	☐	
(ii)	Does it address communications?	SSP-A	☐	
(iii)	Does it address emergency recognition?	SSP-A	☐	
(iii)	Does it address emergency prevention?	SSP-A	☐	
(iv)	Does it identify safe distances?	SSP-A	☐	
(iv)	Does it address places of refuge?	SSP-A	☐	
(v)	Does it address site security and control?	SSP-A	☐	
(vi)	Does it identify evacuation routes?	SSP-A	☐	
(vi)	Does it identify evacuation procedures?	SSP-A	☐	
(vii)	Does it address decontamination?	SSP-A	☐	
(viii)	Does it address medical treatment and first aid?	SSP-A	☐	
(ix)	Does it address emergency alerting procedures?	SSP-A	☐	
(ix)	Does it address emergency response procedures	SSP-A	☐	
(x)	Was the response critiqued?	N/A	☐	Performance based
(xi)	Does it identify Personal Protection Equipment?	SSP-A	☐	
(xi)	Does it identify emergency equipment?	SSP-A	☐	
(**q**)(3)(ii)	All the hazardous substances identified to the extent possible?	N/A	☐	Performance based
(ii)	All the hazardous conditions identified to the extent possible?	N/A	☐	Performance based
(ii)	Was site analysis addressed?	N/A	☐	Performance based
(ii)	Were engineering controls addressed?	N/A	☐	Performance based
(ii)	Were exposure limits addressed?	N/A	☐	Performance based
(ii)	Were hazardous substance handling procedures addressed?	N/A	☐	Performance based
(iii)	Is the PPE appropriate for the hazards identified?	N/A	☐	Performance based
(iv)	Is respiratory protection worn when inhalation hazards present?	N/A	☐	Performance based
(v)	Is the buddy system used in the hazard zone?	N/A	☐	Performance based
(vi)	Are backup personnel on standby?	N/A	☐	Performance based
(vi)	Are advanced first aid support personnel standing by?	N/A	☐	Performance based
(vii)	Has the ICS designated safety official been identified?	SSP-A	☐	
(vii)	Has the Safety Official evaluated the hazards?	N/A	☐	Performance based
(viii)	Can the Safety Official communicate with IC immediately?	N/A	☐	Performance based
(ix)	Are appropriate decontamination procedures implemented?	N/A	☐	Performance based

Emergency Safety & Response Plan Compliance Checklist Form A (ICS-208-CG SSP-J)

Purpose: The Emergency Safety and Response Plan 1910.120 Compliance Checklist is to ensure that incident response operations are in compliance with Title 29, Code of Federal Regulations Part 1910.120, Hazardous Waste Operations and Emergency Response. It also identifies how form ICS-208-CG SSP-J can be used to satisfy the HAZWOPER requirements. This checklist is an optional form.

Preparation: The Emergency Safety and Response Plan 1910.120 Compliance Checklist is completed by the Safety Officer or his/her staff as frequently as necessary whenever the Safety Officer wants to ensure regulatory compliance. It is best used in conjunction with the Site Safety Plan Enforcement Log (ICS-208-CG SSP-H). Many of the requirements are performance based and are best evaluated on scene by the Safety Officer or his/her staff.

Distribution: The Safety Officer should maintain The Emergency Safety and Response Plan (ERP) 1910.120 Compliance Checklist.

Instructions:

Item #	Item Title	Instructions
1	Incident Name	Print the name assigned to the incident.
2	Date/Time Prepared	Enter date (month, day, year) prepared.
3	Operational Period	Enter the time interval for which the assignment applies.
4	Supervisor/Leader	The Supervisor/Leader who receives this form will enter their name here.
5	Location of Site	Enter the site location.
6 a	Cites	These are the regulatory cites within 1910.120. The major headings are highlighted in bold. Informational cites or cites that are duplicative are not included.
6 b	Requirement	This lists the requirement in a question format. Some require documentation or some form of action.
6 c	ICS Form	Lists those requirements covered by ICS-208-CG SSP-A.
6 d	Check Block	Enter the check if the site satisfies the requirement.
6 f	Comments	This provides additional information on the requirement. The user may also enter comments.
7	Prepared by	Enter the name and position of the person completing the worksheet.

CG ICS SSP: 1910.120 COMPLIANCE CHECKLIST (Form B)	1. Incident Name	2. Date/Time Prepared	3. Operational Period	4. Site Supervisor/Leader	5. Location of Site

6.a. Cite: 1910.120	6.b. Requirement(sections that duplicate or explain are omitted)	6.c. ICS Form	6.d. Check	6.e. Comments
1910.120 (**b**)(1)(ii)(A)	Organizational structure?	203	☐	
(B)	Comprehensive workplan?	IAP	☐	Incident Action Plan
(C)	Site Safety Plan?	SSP-B	☐	
(D)	Safety and health training program?	N/A	☐	Responsibility of each employer
(E)	Medical surveillance program?	N/A	☐	Responsibility of each employer
(F)	Employer SOPs?	N/A	☐	Responsibility of each employer
(G)	Written program related to site activities?	N/A	☐	
(**b**)(1)(iii)	Site excavation meets shored or slope requirements in 1926?	N/A	☐	
(**b**)(2)(i)(D)	Lines of communication?	201 203 205	☐	
(**b**)3(iv)	Training addressed?	N/A	☐	Responsibility of each employer
(v)-(vi)	Information and medical monitoring addressed?	N/A	☐	Responsibility of each employer
(**b**)4(i)	Site Safety Plan kept on site?	N/A	☐	
(ii)(A)	Safety and health hazard analysis conducted?	N/A	☐	
(B)	Properly trained employees assigned to right jobs?	N/A	☐	
(C)	Personnel Protective Equipment issues addressed?	SSP-F	☐	
(E)	Frequency and types of air monitoring addressed?	SSP-E	☐	
(F)	Site control measures in place?	SSP-B	☐	
(G)	Decontamination procedures in place?	SSP-G	☐	
(H)	Emergency Response Plan in place?	SSP-D	☐	
(I)	Confined space entry procedures?	SSP-B	☐	
(J)	Spill containment program	SSP-B	☐	
(iii)	Pre-entry briefings conducted?	SSP-I	☐	
(iv)	Site Safety Plan effectiveness evaluated?	SSP-H	☐	
(**c**)(1)	Site characterization done?	N/A	☐	
(**c**)(2)	Preliminary evaluation done by qualified person?	N/A	☐	
(**c**)(3)	Hazard identification performed?	SSP-B	☐	
(**c**)(4)(i)	Location and size of site identified?	SSP-B	☐	
(ii)	Response activities, job tasks identified?	SSP-B	☐	
(iii)	Duration of tasks identified?	SSP-B	☐	Operational period
(iv)	Site topography and accessibility addressed?	SSP-C	☐	
(v)	Health and safety hazards addressed?	SSP-B	☐	
(vi)	Dispersion pathways addressed?	SSP-B	☐	
(vii)	Status and capabilities of medical emergency response teams?	206	☐	
(**c**)(5)(i)(iv)	Chemical protective clothing addressed and properly selected?	SSP-F	☐	
(ii)	Respiratory protection addressed?	SSP-B and F	☐	
(iii)	Level B used for unknowns?	N/A	☐	

CG ICS SSP: 1910.120 COMPLIANCE CHECKLIST Form B (cont)	1. Incident Name	2. Date/Time Prepared	3. Operational Period		
6.a. Cite: 1910.120	6.b. Requirement(sections that duplicate or explain are omitted)		6.c. ICS Form	6.d. Check	6.e. Comments
1910.120 (**c**)(6)(i)	Monitoring for ionization conducted?		SSP-E	☐	
(ii)	Monitoring conducted for IDLH conditions?		SSP-E	☐	
(iii)	Personnel looking out for dangers of IDLH environments?		N/A	☐	
(iv)	Ongoing air monitoring program in place?		SSP-E	☐	
(**c**)(7)	Employees informed of potential hazard occurrence?		SSP-B	☐	
(**c**)(8)	Properties of each chemical made aware to employees?		SSP-B	☐	
(**d**)(1)	Appropriate site control procedures in place?		IAP, SSP-B	☐	
(**d**)(2)	Site control program developed during planning stages?		IAP, SSP-B	☐	
(**d**)(3)	Site map, work zones, alarms, communications addressed?		IAP, SSP-B	☐	
(**g**)(1)(i)	Engineering, admin controls considered?		SSP-B	☐	
(iii)	Personnel not rotated to reduce exposures?		N/A	☐	
(**g**)(5)(i)	PPE selection criteria part of employer's program?		N/A	☐	Responsibility of employer
(ii)	PPE use and limitations identified?		SSP-F	☐	
(iii)	Work mission duration identified?		SSP-F	☐	
(iv)	PPE properly maintained and stored?		N/A	☐	Responsibility of employer
(vi)	Are employees properly trained and fitted with PPE?		N/A	☐	Responsibility of employer
(vii)	Are donning and doffing procedures identified?		SSP-F	☐	
(viii)	Are inspection procedures properly identified?		SSP-F	☐	
(ix)	Is a PPE evaluation program in place?		SSP-F	☐	
(**h**) (3)	Periodic monitoring conducted?		SSP-E	☐	
(**k**)(2)(i)	Have decontamination procedures been established?		SSP-G	☐	
(ii)	Are procedures in place for contamination avoidance?		SSP-G	☐	
(iii)	Is personal clothing properly deconned prior to leaving the site?		SSP-G	☐	
(iv)	Are decontamination deficiencies identified and corrected?		SSP-H	☐	
(**k**)(3)	Are decontamination lines in the proper location?		SSP-C	☐	
(**k**)(4)	Are solutions/equipment used in decon properly disposed of?		N/A	☐	
(**k**)(6)	Is protective clothing and equipment properly secured?		N/A	☐	
(**k**)(7)	If cleaning facilities are used, are they aware of the hazards?		N/A	☐	
(**k**)(8)	Have showers and change rooms provided, if necessary?		N/A	☐	
(**l**)(1)(iii)	Are provisions for reporting emergencies identified?		SSP-D	☐	
(iv)	Are safe distances and places of refuge identified?		SSP-B and C	☐	
(v)	Site security and control addressed in emergencies?		SSP-D	☐	
(vi)	Evacuation routes and procedures identified?		SSP-D	☐	
(vii)	Emergency decontamination procedures developed?		SSP-D	☐	
(ix)	Emergency alerting and response procedures identified?		SSP-D	☐	
(x)	Response teams critiqued and followup performed?		SSP-H	☐	
(xi)	Emergency PPE and equipment available?		SSP-D	☐	

CG ICS SSP: 1910.120 COMPLIANCE CHECKLIST Form B (cont)	1. Incident Name	2. Date/Time Prepared	3. Operational Period		
6.a. Cite:	6.b. Requirement(sections that duplicate or explain are omitted)		6.c. ICS Form	6.d. Check	6.e. Comments
1910.120 (**l**)(3)(i)	Emergency notification procedures identified?		SSP-D	☐	
(ii)	Emergency response plan separate from Site Safety Plan?		SSP-D	☐	
(iii)	Emergency response plan compatible with other plans?		SSP-D	☐	
(iv)	Emergency response plan rehearsed regularly?		SSP-D	☐	
(v)	Emergency response plan maintained and kept current?		SSP-H	☐	
1910.165 (**b**)(2)	Can alarms be seen/heard above ambient light and noise levels?		N/A	☐	
(**b**)(3)	Are alarms distinct and recognizable?		N/A	☐	
(**b**)(4)	Are employees aware of the alarms and are they accessible?		SSP-D	☐	
(**b**)(5)	Are emergency phone numbers, radio frequencies clearly posted?		206	☐	
(**b**)(6)	Signaling devices in place where there are 10 or more workers?		IAP	☐	
(**c**)(1)	Are alarms like steam whistles, air horns being used?		IAP	☐	
(**d**)(3)	Are backup alarms available?		IAP	☐	
(m)	Are areas adequately illuminated?		IAP	☐	
(**n**)(1)(i)	Is an adequate supply of potable water available?		IAP	☐	
(ii)	Are drinking water containers equipped with a tap?		IAP	☐	
(iii)	Are drinking water containers clearly marked?		IAP	☐	
(iv)	Is a drinking cup receptacle available and clearly marked?		IAP	☐	
(**n**)(2)(i)	Are non-potable water containers clearly marked?		IAP	☐	
(**n**)(3)(i)	Are their sufficient toilets available?		IAP	☐	
(**n**)(4)	Have food handling issues been addressed?		IAP	☐	
(**n**)(6)	Have adequate wash facilities been provided outside hazard zone?		IAP	☐	
(**n**)(7)	If response is greater than 6 months, have showers been provided?		IAP	☐	
7. Prepared By:		**ICS-208-CG SSP-K (rev 9/06): Page 3.** Page _____ of _____			

HAZWOPER 1910.120 COMPLIANCE CHECKLIST FORM B (ICS-208-CG SSP-K)

Purpose: The HAZWOPER 1910.120 Compliance Checklist is to ensure that incident response operations are in compliance with Title 29, Code of Federal Regulations Part 1910.120, Hazardous Waste Operations and Emergency Response. It also identifies how other ICS forms can be used to satisfy the HAZWOPER requirements. This is an optional form.

Preparation: The HAZWOPER 1910.120 Compliance Checklist is completed by the Safety Officer or his/her staff as frequently as necessary whenever the Safety Officer wants to ensure regulatory compliance. It is best used in conjunction with the Site Safety Plan Enforcement Log (ICS-208-CG SSP-H). The Site Safety Plan Forms (A-G) best meet some of the requirements. The Incident Action Plan is suited to address other requirements, and the Safety Officer should ensure the IAP addresses them. Other requirements are performance based and are best evaluated on scene by the Safety Officer or his/her staff.

Distribution: The HAZWOPER 1910.120 Compliance Checklist should be maintained by the Safety Officer.

Instructions:

Item #	Item Title	Instructions
1	Incident Name	Print the name assigned to the incident.
2	Date/Time Prepared	Enter date (month, day, year) prepared.
3	Operational Period	Enter the time interval for which the assignment applies.
4	Supervisor/Leader	The Supervisor/Leader who receives this form will enter their name here.
5	Location of Site	Enter the site location.
6.a.	Cites	These are the regulatory cites within 1910.120. The major headings are highlighted in bold. Informational cites or cites that are duplicative are not included.
6.b.	Requirement	This lists the requirement in a question format. Some require documentation or some form of action.
6.c.	ICS Form	Lists those ICS Forms that cover the requirement. **IAP designations means it should be covered in IAP, it does not guarantee it is covered. The Safety Officer must ensure this.**
6.d.	Check Block	Enter the check if the site satisfies the requirement.
6.e.	Comments	This provides information on where else the requirement may be met. The user may also enter comments.
7	Prepared by	Enter the name and position of the person completing the worksheet.

CG ICS SSP: 1910.120 DRUM COMPLIANCE CHECKSHEET	1. Incident Name	2. Date/Time Prepared	3. Operational Period	4. Safety Officer (include method of contact)
5. Supervisor/Leader	6. Location and Size of Site	7. For Emergencies Contact:		8. Note: tanks and vaults should also be treated in the same manner as described below [1910.120(j)(9)]. Many can also pose confined space hazards.

9.a. Cite: 1910.120 (Cites that duplicate or explain requirements are omitted)	9.b. Requirement	9.c. Check	9.d. Comments
(**j**)(1)(ii)	Drums meet DOT, OSHA, EPA regs for waste they contain, including shipment?	☐	
(iii)	Drums inspected and integrity ensured prior to movement?	☐	
(iii)	Or drums moved to an accessible location (staging area) prior to movement?	☐	
(iv)	Unlabelled drums treated as unknown until properly identified and labeled?	☐	
(v)	Site activities organized to minimize drum handling?	☐	
(vi)	Employers properly warned about the hazards of moving and handling drums?	☐	
(vii)	Suitable overpack drums are available for addressing leaking and ruptured drums?	☐	
(viii)	Leaking materials from drums properly contained?	☐	
(ix)	Are drums that cannot be moved, emptied of contents with transfer equipment?	☐	
(x)	Are suspect buried drums surveyed with underground detection system?	☐	
(xi)	Are soil and covering material above buried drums removed with caution?	☐	
(xii)	Is the proper extinguishing equipment on scene to control incipient fires?	☐	
(**j**)(2)(i)	Are airlines on supplied air systems protected from leaking drums?	☐	
(ii)	Are employees at a safe distance, using remote equipment, when handling explosive drums?	☐	
(iii)	Are explosive shields in plane to protect workers opening explosive drums?	☐	
(iv)	Is response equipment positioned behind shields when shields are used?	☐	
(v)	Are non-sparking tools used in flammable or potentially flammable atmospheres?	☐	
(vi)	Are drums under extreme pressure opened slowly & workers protected by shields/distance?	☐	
(vii)	Are workers prohibited from standing and working on drums?	☐	
(**j**)(3)	Is the drum handling equipment positioned and operated to minimize sources of ignition?	☐	
(**j**)(5)(i)	For shock sensitive drums, have all non-essential employees been evacuated?	☐	
(ii)	For shock sensitive drums: is handling equipment provided with shields to protect workers?	☐	
(iii)	Are alarms that announce start/finish of explosive drum handling actions in place?	☐	
(iv)	Are continuous communications in place between the drum handling site & command post?	☐	
(v)	Are drums under pressure properly controlled for prior to handling?	☐	
(vi)	Are drums containing packaged laboratory wastes treated as shock sensitive?	☐	
(**j**)(6)(i)	Are lab packs opened by trained and experienced personnel?	☐	
(ii)	Are lab packs showing crystallization treated as shock sensitive?	☐	
(**j**)(8)(ii-iii)	Are drum staging areas manageable with marked access and egress?	☐	
(iv)	Is bulking of drums conducted only after drum contents have been properly identified?	☐	

10. Prepared By:	**Form SSP-L (rev 9/06)** Page _____ of _____

HAZWOPER 1910.120 DRUM COMPLIANCE CHECKLIST (ICS-208-CG SSP-L)

Purpose: The HAZWOPER 1910.120 Drum Compliance Checklist is to ensure that incident response operations are in compliance with Title 29, Code of Federal Regulations Part 1910.120, Hazardous Waste Operations and Emergency Response whenever drums are encountered during an incident. This is an optional form.

Preparation: The HAZWOPER 1910.120 Drum Compliance Checklist is completed by the Safety Officer or his/her staff as frequently as necessary whenever the Safety Officer wants to ensure regulatory compliance. It is best used in conjunction with the Site Safety Plan Enforcement Log (ICS-208-CG SSP-H). The Site Safety Plan Forms (A-G) best meet some of the requirements. Other requirements are performance based and are best evaluated on scene by the Safety Officer or his/her staff.

Distribution: The HAZWOPER 1910.120 Drum Compliance Checklist should be maintained by the Safety Officer.

Instructions:

Item #	Item Title	Instructions
1	Incident Name	Print the name assigned to the incident.
2	Date/Time Prepared	Enter date (month, day, year) prepared.
3	Operational Period	Enter the time interval for which the assignment applies.
4	Safety Officer	Enter the name of the Safety Officer and means of contact.
5	Supervisor/Leader	The Supervisor/Leader who receives this form will enter their name here.
6	Location & size of site	Enter the geographical location of the site and the approximate square area.
7	For Emergencies Contact	Enter the name and way to contact the individual who handles emergencies.
8	Note	Tanks and vaults should also be treated in the same manner as described in the checklist (1910.120((j)(9)).
9.a.	Cites	These are the regulatory cites within 1910.120. The major headings are highlighted in bold. Informational cites or cites that are duplicative are not included.
9.b.	Requirement	This lists the requirement in a question format. Some require documentation or some form of action.
9.c.	Check Block	Enter the check if the site satisfies the requirement.
9.d.	Comments	This provides information on where else the requirement may be met. The user may also enter comments.
10	Prepared by	Enter the name and position of the person completing the worksheet.

NATIONAL PREPAREDNESS

FOR

RESPONSE EXERCISE PROGRAM

(PREP)

GUIDELINES

DEPARTMENT OF TRANSPORTATION
U.S. Coast Guard
Research and Special Programs Administration

ENVIRONMENTAL PROTECTION AGENCY

DEPARTMENT OF THE INTERIOR
Minerals Management Service

August 2002

To the "Response Community":

This is the first revision since August 1994 to the Preparedness for Response Exercise Program (PREP) when we set out together to design an effective and coordinated exercise program under the Oil Pollution Act of 1990. As before, the revisions are the result of an open dialogue and the incorporation of lessons learned over the past 8 years. We considered issues identified in public meetings and in written comments received to the Department of Transportation regulatory docket (2000-7514). The PREP will evolve as the government and industry continue to meet the challenge of protecting the environment, public health and welfare. We look forward to working with all parties as we continue to improve the PREP process.

Captain David Westerholm
Chief, Office of Response
U.S. Coast Guard

Michael B. Cook
Director, Office of Emergency and Remedial Response
U.S. Environmental Protection Agency

Stacey Gerard
Associate Administrator for Pipeline Safety
Research and Special Programs Administration

Elmer P. Danenberger
Chief, Engineering and Operations Division
Minerals Management Service

PREP GUIDELINES

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SECTION 1: INTRODUCTION

Purpose

The National Preparedness for Response Exercise Program (PREP) was developed to establish a workable exercise program which meets the intent of section 4202(a) of the Oil Pollution Act of 1990 (OPA 90), amending section 311 (j) of the Federal Water Pollution Control Act (FWPCA), by adding a new subsection (6) and a new subsection (7) for spill response preparedness [33 U.S.C. 1321 (j)]. The PREP was developed to provide a mechanism for compliance with the exercise requirements, while being economically feasible for the government and oil industry to adopt and sustain. The PREP is a unified federal effort and satisfies the exercise requirements of the Coast Guard, the Environmental Protection Agency (EPA), the Research and Special Programs Administration (RSPA) Office of Pipeline Safety, and the Minerals Management Service (MMS). Completion of the PREP exercises will satisfy all OPA 90 mandated federal oil pollution response exercise requirements.

PREP addresses the exercise requirements for oil pollution response. At this time, Coast Guard is the only one of the four participating federal agencies considering regulations requiring HAZSUB response planning and exercises under the Federal Water Pollution Control Act and the Oil Pollution Act of 1990. Therefore, the HAZSUB exercise standards described in Section 3 of the Guidelines apply only to CG-regulated vessels and facilities in accordance with 33 CFR 154/155. There are additional industry planning and exercise requirements contained in other federal statutes, which are not addressed in these Guidelines.

The PREP represents the **minimum** guidelines for ensuring adequate response preparedness. If personnel within an organization believe additional exercises or an expansion of the scope of the PREP exercises are warranted to ensure enhanced preparedness, they are **highly encouraged** to conduct these exercises.

The PREP exercises should be viewed as an opportunity for continuous improvement of the response plans and the response system. **Plan holders are responsible for addressing any issues that arise from evaluation of the exercises and for making changes to the response plans necessary to ensure the highest level of preparedness.**

Participation in PREP

Plan holders are required to meet the pollution response exercise requirements mandated by the federal agency with regulatory oversight for the specific type of industry involved (e.g., vessels, marine transportation-related facilities, onshore and certain offshore non transportation-related facilities, pipelines, offshore facilities). The PREP satisfies these requirements. **The PREP is a voluntary program**. Plan holders are not required to follow the PREP guidelines and, if they choose not to, may develop their own exercise program that complies with the regulatory exercise requirements.

All plan holders, whether participating in the PREP or following the exercise mandates of relevant agency regulations, will be subject to government -initiated unannounced exercises. Unannounced exercises are mandated by OPA 90. These exercises are further described in these guidelines.

Applicability

The PREP is applicable to all industry response plan holders who elect to follow these guidelines. Area Contingency Plan holders are required to follow the PREP guidelines.

Industry plan holders electing not to adopt the PREP as their exercise program will be responsible for developing and documenting an exercise program that satisfies the appropriate federal oversight agency.

If an industry plan holder has developed one response plan that covers a fleet of vessels or regional operations of offshore platforms, this plan holder would only be required to conduct one "set" of exercises for the plan, with the exception of the qualified individual notification exercises and the emergency procedures exercises, which are required for all manned vessels and unmanned barges (as specified in 33 CFR155.101 5).

Effective Date

THE PREP GUIDELINES BECAME EFFECTIVE JANUARY 1,1994. THE PREP FOLLOWS THE CALENDAR YEAR - THE EXERCISE YEAR IS JANUARY 1 TO DECEMBER 31.

Definitions

- **Area** - That geographic area for which a separate and distinct Area Contingency Plan has been prepared, as described in the Oil Pollution Act of 1990. For EPA Areas with sub - area plans or annexes to the Area Contingency Plan, the EPA Regional Administrator shall decide which sub-area plan is to be exercised within the triennial cycle.

- **Area Committee -** Area Committees are those committees comprised of federal, state and local officials, formed in accordance with section 4202 of the Oil Pollution Act of 1990, whose task is to prepare an Area Contingency Plan for the area for response to a discharge of oil or hazardous substance.

- **Area Spill Management Team -** The Area Spill Management Team is the group of individuals within the Coast Guard or EPA On-Scene Coordinator organization with responsibility for spill response management within the respective area. The Area Spill Management Team should include state and local personnel whenever possible.

- **Barge Custodian -** A barge custodian is the individual that has custody of an unmanned barge. The barge custodian may be affiliated with the towing vessel, fleeting area or facility at which the barge may be moored. The custodian can be the towing vessel operator, the facility operator, the fleet operator, or whoever may be in charge of the entity that has custody of the barge.

- **Certification -** Certification is the act of confirming that an exercise (1) was completed; (2) was conducted in accordance with the PREP guidelines, meeting all objectives listed; and (3) was evaluated using a mechanism that appraised the effectiveness of the response or contingency plan.

- **Complex -** A complex is a facility regulated under section 311 (j) of the Federal Water Pollution Control Act [33 U.S.C. 1321 (j)] by two or more federal agencies.

- **Equipment deployment exercise -** An equipment deployment exercise is an exercise where response equipment is deployed to a specific site and operated in its normal operating medium.

- **Equipment activation -** Equipment activation is the movement, staging, deployment or operation of response equipment, as determined by the plan holder in consultation with the exercise design team.

- **Exercise Design Team -** This team is comprised of federal, state and industry representatives who have responsibility for designing an Area Exercise.

⌑ **Hazardous Substance -** For the purposes of PREP Section 3, the chemicals for which plan holders are required to prepare response plans by the Coast Guard under 33 CFR 154, 155 .

⌑ **Hazardous Substance Response Organization (HSRO) -** For the purposes of PREP Section 3, HSRO refers to companies involved with hazardous substance response, removal, and remediation. This acronym does not suggest the same classification standards that are required by OSROs.

⌑ **Industry -** For the purpose of these guidelines, industry means the vessels, marine transportation-related (MTR) facilities, onshore and certain offshore non - transportation-related facilities, pipelines, and Outer Continental Shelf platforms for which response plans for oil spill response are required to be submitted by owners or operators. The response plan requirements and regulations for these entities are administered by the Coast Guard, EPA, RSPA, and MMS.

⌑ **National Response System -** Under 40 CFR part 300 (The National Oil and Hazardous Substances Pollution Contingency Plan), the National Response System (NRS) includes the National Response Team, Regional Response Teams, Area Committees, On-Scene Coordinators, and state and local government entities involved with response planning and coordination. The PREP, consistent with OPA 90 objectives, specifically involves the private sector with the NRS in order to ensure effective exercise development, delivery and coordination.

⌑ **Oil Spill Removal Organization (OSRO) -** An oil spill removal organization is an entity that provides response resources. An oil spill removal organization includes, but is not limited to, any for-profit or not-for-profit contractor, cooperative, or in-house response resources established in a geographic area to provide required response resources.

⌑ **On-Scene Coordinator (OSC) -** The On-Scene Coordinator is the federal official predesignated by EPA or the USCG prior to an oil spill to coordinate and direct federal responses under subpart D of the National Contingency Plan, or the official designated by the lead agency to coordinate and direct removal actions under subpart E of the National Contingency Plan.

⌑ **Operating Environments -** For the purposes of PREP, there are three types of operating environments [33 CFR 154, 33 CFR 155, 40 CFR 112]:

- River and canals

- Great Lakes/ Inland
- Ocean (nearshore, offshore, and open ocean)

If an OSRO operates in all three environments, the OSRO is required to conduct an exercise of the minimum amount of equipment in each of the environments. If the OSRO only operates in two of the environments, it must conduct the exercises in the two environments.

⌑ **Plan Holder -** The plan holder is the industry (e.g., vessels, MTR facilities, onshore and certain offshore non-transportation-related facilities, pipelines, or offshore facilities) for which a response plan is required by federal regulation to be submitted by a vessel or facility's owner or operator. If an owner or operator is authorized to prepare one plan for a fleet of vessels, that owner or operator is considered to be the plan holder.

Planning Volumes for Oil :

1. **Average Most Probable (USCG) / Small (EPA) Discharge: -** This definition is agency-dependent, and the appropriate definitions are detailed as follows:

   - For Coast Guard-regulated vessels, a discharge of 50 barrels [2,100 gallons] of oil from the vessel during oil transfer operations [33 CFR 155.1020].
   - For Coast Guard-regulated facilities, a discharge of the lesser of 50 barrels [2,100 gallons] or 1 percent of the volume of the worst-case discharge [33 CFR 154.1020].
   - For EPA regulated facilities, a small discharge is a volume of 2,100 gallons [50 barrels]or less, provided this amount is less than the worst-case discharge [40 CFR 112.20].
   - For RSPA - Not applicable
   - For MMS - Not applicable

2. **Maximum Most Probable (USCG) / Medium (EPA) Discharge: -** This definition is agency-dependent, and the appropriate definitions are detailed as follows:

- For Coast Guard-regulated vessels, a discharge of 2,500 barrels [105,000 gallons] of oil for vessels with an oil cargo capacity equal to or greater than 25,000 barrels [1,050,000 gallons], or 10 percent of the vessel's oil cargo capacity for vessels with a capacity of less than 25,000 barrels [1,050,000 gallons] [33 CFR 155.1020].

- For Coast Guard-regulated facilities, a discharge of the lesser or 1,200 barrels [50,400 gallons]or 10 percent of the volume of a worst-case discharge [33 CFR 154.1020].

- For EPA-regulated facilities, a discharge greater than 2,100 gallons [50 barrels] and less than or equal to 36,000 gallons [858 barrels] or 10 percent of the capacity of the largest tank at the facility, whichever is less [40 CFR 112.20].

- For RSPA-Not applicable.

- For MMS-Not applicable.

***Although this type of spill is not included as a spill to be used in any of the exercises, the definition is included to remind the program participants that this spill type is included in the planning process and can be used when conducting the various exercises.**

3. **Worst Case Discharge -** This definition is agency-dependent, and the appropriate definitions are detailed as follows:

- For Coast Guard-regulated vessels, a discharge in adverse weather conditions of a vessel's entire cargo as defined in 33 CFR 155.1020.

- For Coast Guard-regulated facilities, the size of the discharge as defined in 33 CFR 154.1020 (in the case of an onshore facility and deepwater port, the largest foreseeable discharge in adverse weather conditions meeting the requirements of 33 CFR 154.1029).

- For EPA-regulated facilities, the size of the discharge described in 40 CFR 112.20.

- For RSPA-regulated pipelines, the size of the discharge as defined in applicable regulations [49 CFR 194].

- For MMS-regulated offshore facilities, the size of the discharge as defined in applicable regulations [30 CFR 254].

- For Areas, the size of the discharge as defined in the Area Contingency Plan.

- For complexes regulated by more than one federal agency, the largest of the worst-case discharges calculated for the various regulated components.

- Planning Volumes for HAZSUB – Applies to Section 3 only.

4. **Worst Case Discharge (vessel)** - means a discharge of a vessel's entire hazardous substance cargo during adverse weather conditions [33 CFR 155. 3030].In addition, planning contingencies should also anticipate situations where a vessel does not lose the entire cargo but the consequences of the release present a significant and substantial risk to human health or the environment. Furthermore, a company must be prepared to respond to any individual chemical it is authorized to carry.

5. **Worst Case Discharge (Coast Guard-regulated facility)** – means a discharge of the entire volume of the largest hazardous substance cargo line (including the content of any associated breakout tanks) measured from the transfer manifold on the dock to the first valve inside the secondary containment of the facility.

⌑ **Personal Protective Equipment** - equipment that meets the requirements contained in OSHA Hazardous Waste Regulations 29 CFR 1910.120.

⌑ **Primary Oversight Agency -** The primary oversight agency is the agency with regulatory authority over a particular industry. For the purposes of the PREP, the four primary oversight agencies and the industries they regulate are the U.S. Coast Guard (vessels, MTR facilities), the Environmental Protection Agency (onshore and certain offshore non transportation-related facilities), the Research and Special Programs Administration (pipelines), and the Minerals Management Service (offshore facilities).

⌑ **Qualified Individual -** A qualified individual is the person located in the United States who meets the requirements identified in the respective federal regulations (USCG, EPA, RSPA, MMS), and who is authorized to do

the following: (1) activate and engage in contracting with oil spill removal organizations; (2) act as a liaison with the On-Scene Coordinator; and (3) obligate funds required to effectuate response activities. The qualified individual will be the individual or a designee identified in the response plan.

¤ **Self-Certification -** Self-certification is where the plan holder declares he or she has met the following standards: (1) completion of the exercise; (2) conducting of the exercise in accordance with the PREP guidelines, meeting all objectives listed; and (3) evaluation of the exercise using a mechanism that appraises the effectiveness of the response or contingency plan.

¤ **Self-Evaluation -** Self-evaluation means that the plan holder is responsible for carefully examining the effectiveness of the plan for response during the exercise. The plan holder may choose the mechanism for conducting this appraisal, as long as it appropriately measures the plan effectiveness. The plan holder is responsible for addressing issues that arise in the exercise that would lead to improvements in the response plan or any aspect of preparedness for spill response. The plan holder is responsible for incorporating necessary changes to the response plan as a result of the exercise.

¤ **Spill Management Team -** The spill management team is the group of personnel identified to staff the appropriate organizational structure to manage spill response implementation in accordance with the response plan.

¤ **Tabletop Exercise** - For the purpose of the PREP, a tabletop exercise is an exercise of the response plan and the spill management team's response efforts without the actual deployment of response equipment.

¤ **Timely -** (as used in relation to CG and EPA government-initiated unannounced exercise programs) means the times established in the appropriate response planning regulations issued by the EPA and USCG for providing response resources to a small or average most probable spill.

¤ **Unified Command -** This entity is a command structure consisting of the On-Scene Coordinator, the State, the Responsible Party and other parties as appropriate. The Unified Command is utilized during a spill response to achieve the coordination necessary to carry out an effective and efficient response.

¤ **Verification -** Verification is the act of ensuring that an exercise was properly documented and certified. Verification would be conducted by the Coast Guard, EPA, RSPA, or MMS. Verification of the exercise records may be conducted through normal operations of the regulatory agency, such as inspections, boarding, spot checks, or other systems developed to ensure exercises are being conducted and properly documented.

¤ **Vessel -** For the purpose of the oil spills, a "vessel" is any vessel required by 33 CFR 155.1015 to submit a response plan. For the purpose of hazardous substance releases, a “vessel” is any vessel required by 33 CFR 155. 3030 to submit a response plan. A "vessel" includes unmanned barges.

SECTION 2: GUIDING PRINCIPLES

Internal and External Exercises

→ **Internal Exercises.**

Internal exercises are those that are conducted wholly within the plan holders organization. While the internal exercises include personnel such as the qualified individual and those affiliated with the plan holder's spill management team, OSRO, the internal exercises usually do not involve other members of the response community. The internal exercises are designed to examine the various components of the response plan to ensure the plan is adequate to meet the needs of the organization for spill response.

The **Internal** exercises include --

- Qualified individual notification exercises;
- Emergency procedures exercises for vessels and barges;
- Emergency procedures exercises for facilities (optional);
- Spill management team tabletop exercises; and
- Equipment deployment exercises.

All internal exercises should be **self-evaluated** and **self-certified.**

→ **External Exercises.**

External exercises are exercises that extend beyond the internal focus of the plan holder's organization, and involve other members of the response community. The external exercises are designed to examine the response plan and the plan holder's ability to coordinate with the response community to conduct an effective response to a pollution incident.

The **external** exercises include--

- Area exercises; and
- Government-initiated unannounced exercises.

While the government-initiated unannounced exercises will not usually

involve all members of the response community, the involvement of an agency outside of the plan holders' organization places it in the category of an external exercise.

Qualified Individual Notification Exercises

The purpose of the qualified individual notification exercise is to ensure that the qualified individual (or designee, as designated in the response plan) is able to be reached in a spill response emergency to carry out his or her required duties. Contact by telephone, radio, message-pager, or facsimile must be made with the qualified individual, and confirmation must be received from him or her to satisfy the requirements of this exercise.

The qualified individual notification exercise is not intended to verify phone numbers, points of contact or the notification list contained in the plan. The plan holder is expected to update the notification list periodically (recommended at least once every 6 months) as part of the normal course of conducting business.

At least once a year, the qualified individual notification exercise should be conducted during non-business hours.

→ **Vessels.**

For vessels, it is the responsibility of the plan holder to ensure that the qualified individual notification exercise is conducted. If a plan holder has a fleet of vessels covered by one response plan, the plan holder must ensure that each vessel in the fleet conducts this exercise.

For vessels, a telex will be acceptable, but the baseline should be voice communication. If a telex is used for this exercise, confirmation from the qualified individual must be received to properly satisfy the requirements of this exercise.

→ **Unmanned Barges.**

For unmanned barges, it is the responsibility of the plan holder to ensure that the qualified individual notification exercise is conducted. If a plan holder has a fleet of unmanned barges covered by one response plan, during each quarter the plan holder should randomly choose a barge in the fleet to conduct the qualified individual notification exercise.* The plan holder should have the barge custodian of the chosen barge conduct the exercise. The plan holder should choose the barges and the various custodians randomly. This method

will ensure that all barges and custodians are ultimately included in the exercises.

***To require each unmanned barge in a fleet to conduct this exercise quarterly would be extremely difficult and unwieldy to manage.**

Emergency Procedures Exercises

The purpose of the emergency procedures exercises is to ensure that personnel are capable of conducting the initial actions necessary to mitigate the effects of a spill.

→ **Vessels.**

For vessels, it is the responsibility of the plan holder to ensure that the emergency procedures exercise is conducted. If a plan holder has a fleet of vessels covered by one response plan, the plan holder must ensure that each vessel in the fleet conducts this exercise. Since vessels do not always sail with the same crews, it is important that each vessel conducts this exercise quarterly to ensure that the personnel on board are familiar with the procedures for mitigating a spill occurring from that vessel.

→ **Unmanned barges.**

For unmanned barges, it is the responsibility of the plan holder to ensure the emergency procedures exercise is conducted.

***To require each unmanned barge in a fleet to conduct this exercise quarterly would be extremely difficult and unwieldy to manage.**

If a plan holder has a fleet of unmanned barges covered by one response plan, during each quarter the plan holder should randomly choose a barge in the fleet to conduct the emergency procedures exercise. The plan holder should have the barge custodian of the chosen barge conduct the exercise. The plan holder should choose the barges and the various custodians randomly to ensure that all barges and custodians will ultimately be included in the exercises.

→ **Facilities (optional).**

Facilities have the option of conducting emergency procedures exercises. For the purpose of the PREP, emergency procedures for facilities are the procedures established at the facility to mitigate or prevent any discharge or a substantial threat of such discharge of oil resulting from facility operational

activities associated with cargo transfers . An emergency procedures exercise conducted unannounced would satisfy the facility's requirement for the annual unannounced exercise.

Spill Management Team Tabletop Exercises

The response plan holder must identify a spill management team in the response plan. This spill management team shall conduct an annual tabletop exercise, in accordance with the PREP guidelines. The response plan must be utilized in the exercise to ensure the spill management team is familiar with the plan and is able to use it effectively to conduct a spill response. At least one spill management team tabletop exercise in a triennial cycle shall involve a worst-case discharge scenario.

If a response plan lists different types of spill management teams for varying sizes of spills - for example a local spill management team for small spills, a regional team for larger spills, and a national team for major spills-each team identified would be required to conduct an annual spill management team tabletop exercise.

→ **Examples of Variations in Spill Management Team Organizations**.

If an organization has one national spill management team identified for all plans within the organization, that spill management team would only have to conduct one spill management team tabletop exercise annually, as long as the TTX addresses individual responses to spill scenarios for all type of industry plan holders covered by the SMT, i.e. vessels, facilities, pipelines and offshore facilities. For the annual spill management team tabletop exercise, the spill management team may use core response management procedures that would cover all plan holders, but the SMT must ensure it is familiar with each response plan for the vessels, facilities, pipelines and offshore facilities for which they are responsible, including the specific spill scenarios identified in each of the plans as well as the specific operations of each of the vessels, facilities, pipelines and offshore facilities. All plan holders that cite this national team in their response plans should take credit for this exercise.

Likewise, if regional spill management teams are set up within the organization, each regional team would only have to conduct one spill management team tabletop exercise annually, as long as the TTX addresses individual responses to spill scenarios for all types of industry plan holders covered by the SMT, i.e. vessels, facilities, pipelines and offshore facilities. The spill management team may utilize core response management procedures that would cover all plan holders, but the spill management team must ensure it is familiar with each response plan for which they are

responsible, including the specific spill scenarios identified in each of the plans as well as the specific operations and unique characteristics of each of the vessels, facilities, pipelines and offshore facilities. All plan holders that cite this regional team in their response plans should take credit for this exercise.

If a plan holder uses a core spill management team to handle most spills and adds personnel to the team as the size of the spill increases, either locally or from regional locations, the entire expanded spill management team must be exercised annually.

The spill management team tabletop exercises should take into account shift changes to ensure that all personnel serving as part of the spill management team during an actual spill have participated in an exercise.

If a plan holder cites a spill management team that is not part of the plan holder's organization, i.e. "SMT for hire", that spill management team would only be required to conduct one spill management team tabletop exercise annually, as long as the TTX addresses individual responses to spill scenarios for all types of industry plan holders covered by the SMT, i.e. vessels, facilities, pipelines and offshore facilities. One or more representatives from each plan holder organization that the spill management team represents must participate in the exercise. During the spill management team tabletop exercise, the spill management team must utilize each response plan to ensure familiarity with the spill scenarios identified in each of the plans as well as the specific operations of each vessel, facility, pipeline, and offshore facility the spill management team represents. The spill management team must also work with each plan holder representative to ensure the spill management team is able to incorporate the response management operations into the plan holder's organization during spill response. The spill management team should provide all plan holders with documentation upon completion of the spill management team tabletop exercise, and each plan holder should take credit for the exercise.

→ **Vessels.**

For vessels, if a plan holder has one response plan for a fleet of vessels and cites the same spill management team for more than one or all of the plans, the spill management team would only have to conduct one spill management team tabletop exercise annually, as long as the core response plan is used in the exercise and the spill management team demonstrates knowledge of the geographic specific annexes of the vessels during the exercise. All vessel plan holders in the fleet citing this spill management team should take credit for the annual exercise.

→ **Pipelines.**

For pipelines, the spill emergency response team is the spill management team.

Equipment Deployment Exercises

The equipment deployment exercise applies to all plan holders. It is the responsibility of the plan holder to ensure that the Equipment Deployment Exercise requirement is met.

The two primary requirements for the equipment deployment exercise are:

1. The personnel that would normally operate or supervise the operation of the response equipment must participate in the exercise. The personnel must demonstrate their ability to deploy and operate the equipment, while wearing appropriate personal protective equipment. All personnel involved in equipment deployment and equipment operators must be involved in a training program.

2. The response equipment must be in good operating condition. The equipment must be appropriate for the intended-operating environment. The equipment must operate during the exercise. All response equipment must be included in a maintenance program.

Although not required as part of the equipment deployment exercises, plan holders are encouraged to use these exercises as an opportunity to validate response strategies detailed in response/contingency plans for the geographic area where the exercise is being conducted.

A plan holder is responsible for ensuring exercise of all equipment types cited in the plan whether plan holder owned or provided through an OSRO.

The purpose of the equipment deployment exercise is to validate that the equipment is appropriate for the operating environment in which it is intended to be used and that operating personnel are trained and capable of its deployment and operation. Thus it is not necessary to deploy every piece of each type of equipment as long as all equipment is included in a periodic inspection and maintenance program intended to ensure the equipment remains in good working order. However, all operating personnel must participate in exercises or responses on an annual basis in order to ensure they remain trained and qualified to operate equipment in the operating environment.

Note that the CG applies the same standards to HSRO owned equipment deployment exercises as described below for OSROs.

→ **OSRO Involvement in Equipment Deployment Exercises.**

The PREP guidelines identify the minimum amount of equipment that must be deployed in an equipment deployment exercise. This amount is considered to be a representative sample of the equipment. The rationale for this approach is that if the representative sample works, then the rest of the equipment could be expected to work since it would be part of the company's maintenance program. For the personnel, if a representative sample of the OSRO's personnel are involved in the deployment exercise and handle their responsibilities effectively, the rest of the personnel could be expected to be knowledgeable and effective since they would be a part of the company's training program. *When selecting the equipment and personnel for the exercise, the* OSRO *should ensure that the same equipment and personnel are not used repeatedly for each exercise. The equipment should be selected on a rotational basis, as with the personnel, with the ultimate goal of eventually exercising all of the* OSRO's *equipment and personnel.*

If an OSRO has separate field response facilities located throughout the country in areas that do not lend themselves to regional consolidation, each staffed field response facility, for the purpose of the PREP, will be considered a separate OSRO and will be required to conduct an annual equipment deployment exercise of the minimum amount of equipment specified in the in the PREP.

In both cases, if the OSRO is classified to deploy equipment to more than one type of operating environment, the OSRO must conduct a deployment exercise in each of the environments.

A few of the larger OSROs have small field response facilities. A field response facility is defined as a location where personnel and equipment are staged. Some of these OSROs have divided their operations into regional response facilities. In some instances, a regional facility will be responsible for several small field response facilities or equipment stockpiles. For the purpose of the equipment deployment exercises under the PREP, **each regional facility** will be considered a separate OSRO and will be required to conduct an annual equipment deployment exercise of the minimum amount of equipment specified in the PREP. The OSRO regional facility would be responsible for coordinating resources from all field facilities within the region for the exercise. In such instances, equipment may be drawn from one or more field facilities, but <u>personnel</u> from <u>each</u> field facility must participate in the equipment deployment exercise. If the OSRO operates using regional facilities, the OSRO will be responsible for defining its regional boundaries and providing information to its plan holders. Generally, however regions should be reasonable in geographic size. At a minimum, plan holders must ensure their OSRO(s) conduct annual equipment deployment exercises in each operating environment in which they expect to operate for each CG District or Regional Response Team Regions and EPA Area Contingency Planning area, or EPA sub-area (where identified), unless adjoining areas or sub-areas authorize an alternative. For example, if an OSRO is located in the First CG District, and provides response assets to the Fifth CG District as well those two might mutually agree to allow the OSRO to conduct fewer exercises due to similarity of operating environments in those areas and opportunity to observe the exercises. The OSRO should request this consideration in writing from the appropriate Contingency Planning Area and sub-area.

If the OSRO is cited in a response plan outside of its normal equipment staging and operating areas (i.e. as a Tier 2 responder), the plan holder citing that OSRO must ensure that the OSRO has the local knowledge relevant to an effective, efficient response in the plan holder's operating area. The plan holder must describe arrangements for providing the OSRO with information such as equipment launching locations, tides and currents of the local area, and any other logistical problems or information specific to the particular area.

The OSRO should provide documentation of completion of the exercise requirements to each plan holder covered by that OSRO. It is the plan holder's responsibility to ensure that the OSRO has completed the equipment deployment exercise requirements and has obtained the necessary documentation. All plan holders identifying an OSRO in their response plans as providing response resources should take and document their credit for completing the equipment deployment exercise requirements once documentation is received from the OSRO. All plan holders must remember that merely citing an OSRO in their response plan is not sufficient to ensure credit for the equipment deployment exercise.

→ **Cooperatives (Co-ops).**

<u>For co-ops that are comprised of several</u> OSROs, **each separate OSRO** that makes up the co-op would be required to conduct an <u>annual</u> equipment deployment exercise of the <u>minimum amount of equipment</u> listed below.

<u>For co-ops that are comprised of facility equipment and personnel pooled together</u>, **for the purposed of the PREP, this type of co-op is considered an OSRO** and would be required to conduct the equipment deployment exercise as outlined in the OSRO section. This co-op, which is formed by a

number of facilities pooling their response equipment and personnel together, would be required to conduct an equipment deployment exercise of the minimum amount of equipment listed below annually. Each facility and the personnel will not have to conduct the exercise individually. The co-op as a whole would conduct one equipment deployment exercise per year. Representatives from all of the facilities comprising this co-op must participate in this exercise.

Co-op personnel that are responsible for deploying the response equipment must be involved in a training program, which prepares them for operating the response equipment. Likewise, the Co-op must have a maintenance program for all of the response equipment.

→ **Vessel and Facility Plan Holder Owned and Operated Equipment.**

Plan holder owned and operated equipment is that equipment owned by a plan holder and operated either by the plan holder's own personnel or other personnel hired by the plan holder to operate this equipment. Whoever operates this equipment must be involved in the equipment deployment exercises.

Plan holders that have plan holder owned and operated equipment, and have this equipment identified in their response plan for spill response, would be required to deploy this equipment twice a year (semiannually). The plan holder would be required to deploy the minimum amount of equipment for deployment specified below or the total amount of equipment that plan holder has available for response, whichever is less. The requirement for semiannual equipment deployment is based on the fact that this equipment is not deployed routinely and that the personnel operating it do not do this as a part of the vessel's or facility's normal operations. The semiannual requirement is necessary to ensure adequate preparedness for spill response.

The plan holder's personnel responsible for deploying the response equipment must be involved in a training program which prepares them for operating the response equipment. Likewise, the vessel/facility plan holder must have a maintenance program for all of the response equipment.

→ **Plan Holders Using a Combination of OSRO Equipment and Plan Holder Owned and Operated Equipment**

Plan holders citing both OSRO equipment and their own equipment in their response plans would be required to exercise both types of equipment at the above described intervals.

→ **Minimum Amount of Equipment to be Deployed in Internal Equipment Deployment Exercises.**

I. Hazardous Substance Incident Assessment Equipment used in the initial assessment and response to hazardous substance releases. Note that this type of equipment is not required by regulation for oil spill response.

a) Monitoring- Air, surface and subsurface plume monitoring equipment.

b) Personal Protective Equipment-Protective clothing, protective breathing apparatus appropriate to protecting responders in the environments to which they might be exposed in responding to a release

c) Technical Equipment - Used for trajectory analysis.

→ **Oil and Hazardous Substance Response Systems.**

A) Mechanical - Skimming/Recovery Systems - One of each type of Skimming System as listed in the plan. A Skimming System includes containment boom, hoses, piping, pumps, prime movers, support vessels, etc. necessary for the effective operation of that system.

Types of Skimming/Recovery Systems include:

- Oleophilic - Brush
- Oleophilic - DiscOleophilic - Paddle Belt
- Oleophilic - Rope Mop
- Oleophilic - Sorbent Lifting Belt
- Oleophilic - Submersion Belt
- Oleophilic - Submersion Plane
- Suction (including vacuum trucks)
- Weir
- Advancing Weir

- Special Purpose skimmers (e.g. fast water)

B) In-Situ Burn Systems – Each ISB package listed in the plan and relied on by the plan holder in meeting response equipment capability requirements - including boom, method of ignition, support vessels and smoke plume monitoring equipment. Deployment or use of in situ-burning should not occur during the exercise unless directed by the Federal On-Scene Coordinator.

C) Dispersant Systems – Each dispersant package listed in the plan and relied on by the plan holder in meeting response equipment capability requirements , including dispersant delivery vehicles, application equipment, and dispersed oil plume monitoring equipment. Deployment or use of the actual dispersant should not occur during the exercise unless directed by the Federal On-Scene Coordinator.

II. Booming Systems (includes protective and containment boom not exercised as part of a skimming or in-situ burning system described above) 1,000 feet (or total amount of boom listed in plan, whichever is less) of each protective or containment boom system listed in the plan and relied on by the plan holder in meeting response equipment capability requirements. Protective boom systems (boom and means of deploying and anchoring) include the following types:

- Fence Boom
- Curtain Boom: internal foam; external foam, self-inflatable and pressure inflatable.
- External Tension Boom
- Tidal Seal Boom **(Only 50 feet of this type of boom need be deployed.)**
- Special Purpose
- -Ice Booms

***Fast Water Booms (Equipment and/or techniques intended to improve spill containment, control in fast water situations).**

→ **Area Equipment Deployment. (Oil only).**

The area equipment deployment exercise involves Coast Guard and EPA "first aid" response equipment and the Coast Guard's prepositioned equipment. All of the "first aid" equipment or that which is necessary to respond to an average most probable discharge in the area, whichever is less, would be deployed annually.

Internal Unannounced Exercises

THIS IS NOT A SEPARATE EXERCISE. THIS SECTION OUTLINES THE REQUIREMENT THAT ONE OF THE PREP EXERCISES USED BELOW MUST BE CONDUCTED UNANNOUNCED.

Annually, each plan holder should ensure that one of the following exercises is conducted unannounced:

- ♦ Emergency procedures exercise for vessels and barges;
- ♦ Emergency procedures exercise for facilities (optional);
- ♦ Spill management team tabletop exercise; or
- ♦ Equipment deployment exercise.

An unannounced exercise is where the exercise participants do not have prior knowledge of the exercise, as would be the situation in an actual spill incident.

To ensure that the nation maintains an adequate posture for response preparedness, and to satisfy the OPA 90 requirement for unannounced exercises, it is necessary to have an exercise program, which is comprised of both announced and unannounced exercises. The requirement for the annual unannounced exercise is necessary to maintain the level of preparedness necessary to effectively respond to a spill.

Response to an actual spill should be taken as credit for the unannounced exercise requirement, if the response was evaluated.

The emergency procedures exercise is being offered as an option for facilities, to provide an additional exercise that may be conducted unannounced.

Government-Initiated Unannounced Exercises

The government-initiated unannounced exercises are designed to give the agency with primary regulatory oversight over a particular industry the opportunity to evaluate, on a random basis, the response preparedness of that industry. The PREP has attempted to make this requirement as reasonable as possible. The frequency of these drills for the noted Agencies are as follows:

- For Coast Guard regulated vessels and facilities, the government - initiated unannounced exercises are limited to four per area per year.
- For EPA-regulated facilities, the government-initiated unannounced exercises are limited to 10% of the plan holders per EPA region per year.
- For RSPA-regulated pipelines, the government-initiated unannounced exercises are limited to 20 annually across the nation.
- For MMS-regulated offshore facilities, the number of government-initiated unannounced exercises are determined by the Regional Supervisor and may exceed 50 per year nationally. A facility will not face an MMS unannounced exercise more than once per year, unless the results of previous exercises indicate that follow-up drills are warranted due to poor performance during a drill.

A plan holder directed to participate in a government-initiated unannounced exercise is required to participate as directed unless specific conditions exist that may result in safety hazards. The cost of the unannounced exercise will be borne by the response plan holder.

For complex facilities that are regulated by two or more agencies, it is the responsibility of the exercising agency to notify and invite the participation of the other agency and the responsible On-Scene Coordinator in advance, so as to minimize the possibility of the facility being exercised multiple times during a compressed time period.

A plan holder that has successfully completed a government-initiated unannounced exercise would not be required to participate in another Federal government - initiated unannounced exercise for at least 36 months from the time of the last exercise provided that the drill protocols and method of evaluation are equivalent. The plan holder must maintain documentation of this participation.

Guidelines for determining successful completion of an exercise and for determining enforcement actions (including but not limited to civil penalties) for an unsuccessful exercise are the responsibility of the individual oversight agencies, based on application of their individual agency regulations.

→ **Successful Completion of Government-Initiated Unannounced Exercises.**

A government-initiated unannounced exercise must be successfully completed as determined by the initiating authority. Failure to successfully complete an exercise indicates that either the plan holder could not properly implement its response plan, that the response resources were not available or not in operating condition, or that response personnel were not adequately trained in implementing the response plan. These are all causes for corrective action that may include but is not limited to additional unannounced exercises and revisions to the submitted response plan. For an exercise to be successful it is intuitive that it must meet the Scope and Objectives of the exercise element. It is the responsibility of the agency with oversight of the regulated entity to develop specific guidelines for determining the successful completion of an exercise and for determining appropriate enforcement actions (including but not limited to civil penalties) for an unsuccessful exercise.

One of the objectives for successful completion of an exercise is the concept of demonstrating that the response can be conducted in a timely manner. Note that the connotation of timely remains a planning rather than a performance standard. Timely is **defined** in Section 1 of these guidelines and is further discussed in specific portions of the Guiding Principles and in those sections of the Guidelines which address specific exercise elements for vessels and facilities.

Marine Transportation-Related Facilities and Vessels Regulated by the U.S. Coast Guard.

Coast Guard personnel conducting USCG-initiated unannounced exercises will be guided by the following concepts when determining success of an exercise. Keeping in mind that response time frames in the regulations are planning standards and not performance standards, and that the government initiated unannounced exercise program focuses on average most probable discharges, successful completion cannot be determined by a stopwatch, but by subjective evaluation of a variety of factors including:

1. Response resources located within 17-mile radius of transfer site (boom - 1 hour response time over the road given half hour for mobilization) and 52-mile radius of transfer site (recovery equipment -

2 hour response time over the road given half hour for mobilization) if response personnel are standing by with the equipment during any plan holder transfer operation.

2. For lightering, bunkering etc, on water, Response resources located within 2.5 nautical mile radius of transfer site (boom - 1 hour response time over the road given half hour for mobilization) and 7.5 nautical mile radius of transfer site (recovery equipment - 2 hour response time over the road given half hour for mobilization) if response personnel are standing by with the equipment during any plan holder transfer operation.

3. Personnel to operate the equipment need not be co-located with the equipment, as long as those personnel are located within the same response radii and personnel needed to mobilize and transport the equipment are co-located with the equipment.

4. If plan holder notifies and orders OSRO equipment quickly and the OSRO demonstrates it's capability to mobilize the equipment immediately then the precise time the equipment arrives on scene is not important. USCG exercise personnel may opt to send a team to the OSRO site to observe mobilization as part of the exercise. (E.g., Boom is 7 miles away from transfer site - at 35 miles per hour that boom can be on scene in 12 minutes, so if notification and mobilization can be completed in 45 minutes, it is reasonable to assume that the boom will be on scene in less than one hour. If boom is 17 miles away notification and mobilization must be completed in 30 minutes. If it is 28 miles away, mobilization must be complete in 15 minutes, and so on.).

5. Under the above circumstances is does not matter how soon the equipment and personnel arrive on scene because any delay can reasonably be presumed to have been caused by the instant conditions rather than the average conditions on which the planning travel times are based.

6. Once the equipment is delivered on scene, personnel should be able to deploy and operate the equipment without significant difficulty (people should generally be aware of locations of equipment launch sites, anchoring points and deployment strategies.) However, because specific conditions vary at every site, deployments are not likely to be entirely seamless and deployment personnel may need to make adjustments that will delay completion of deployment. In fact, the ability to adjust to these differing environmental conditions may be an indicator of the competence of response personnel.

7. While it is intended that equipment be in the water and operational before the end of 4-hour exercise period, there are circumstances, particularly related to safety and non-interference with actual operations that may delay completion of deployment beyond that time. In such a case, exercise should continue until equipment is deployed and operated satisfactorily.

→ **Non-transportation-Related Facilities Regulated by the Environmental Protection Agency.**

The measure of an effective unannounced government-initiated exercise will be the overall ability of the responders identified in the facility response plan to rapidly and effectively control a small discharge with particular attention to those actions that afford the best chances to control a spill and minimize its impact in the first few hours of the incident. While recognizing that an effective response to an oil discharge entails the rapid deployment of proper equipment, it is not the intention of the EPA to use timeliness as the sole factor when evaluating the response to a government-initiated unannounced exercise for a small discharge. EPA personnel will evaluate whether the response equipment specified in the response plan arrives at the specified times. These times are listed in the response plan and are based on the response planning requirements in 40 CFR 112 or alternative response times when approved by the Regional Administrator. Whether the containment boom and recovery devices specified in the response plan arrive precisely at the specified times is less relevant than the overall conduct of the exercise and the successful achievement of the exercise objective described in PREP. The objective of a government-initiated unannounced exercise for a small discharge includes the following sub-objectives:

- Conducting proper notifications;
- Arrival of containment boom as specified in the approved response plan within one hour of detection of the discharge and the subsequent successful deployment;
- Arrival of oil recovery devices as specified in the approved response plan within two hours of detection of the discharge and the subsequent successful operation/simulated recovery;

- Demonstrating the availability of adequate storage capacity for recovered oil; and

- Properly conducting the exercise considering the size of a small discharge including skill and competency of responders and material readiness of response equipment.

The failure to achieve any one sub-objective should not automatically indicate that an exercise is a failure. EPA personnel evaluating the exercise should assess: the plan holders ability to conduct proper notifications; material readiness of response equipment; and the overall ability of responding personnel to mobilize, arrive on scene in a timely manner, properly deploy the containment boom, simulate recovery of oil, and demonstrate skill and competency during the 4 hour exercise window.

The EPA exercise evaluator will have a subjective role in determining the success of the exercise based on the achievement of the exercise objectives within the specific time. These evaluations will be dependent on spill site and circumstances. EPA personnel may request to review records of previous facility response plan exercises when there is a concern that the response time is excessive. As the result of an unsuccessful exercise the EPA may require the plan holder to participate in additional unannounced exercises, revise the existing response plan, or both. Unsuccessful unannounced exercises may also result in enforcement action against the plan holder.

→ **Safety During Exercises and Responses.**

The responsibility for safely conducting an exercise or an actual response remains with the plan holder and responding personnel. The response plan should comply with all the regulatory requirements while considering safety factors. Plan holders and responders are never expected to operate in an unsafe or illegal manner during an exercise or actual response. The plan holder is responsible to confirm that the resources identified in the response plan can mount an effective response while operating within all applicable laws and regulations. In short, there is no expectation or justification for placing people at risk during an exercise or response. Conducting the exercise in an unsafe manner is likely to contribute to an unsatisfactory exercise.

Triennial Exercise of the Entire Response Plan.

Every 3 years all components of the entire response plan must be exercised. Rather than requiring each plan holder to conduct a major-exercise every 3

years, the PREP allows for the individual components to be exercised in portions through the required exercises.

The following are the basic types of plan components that must be exercised at least once every 3 years:

Organizational Design

(1) Notifications
(2) Staff mobilization
(3) Ability to operate within the response management system described in the plan

Operational Response

(4) Discharge control
(5) Assessment of discharge
(6) Containment of discharge
(7) Recovery of spilled material
(8) Protection of sensitive areas
(9) Disposal of recovered material and contaminated debris

Response Support

(10) Communications
(11) Transportation
(12) Personnel support
(13) Equipment maintenance and support
(14) Procurement
(15) Documentation

While not all of these components would necessarily be contained in each plan, the plan holder should identify those that are applicable from the list above, and add or delete other components as appropriate. The plan holder would then be responsible for ensuring that all components of the plan are exercised within each 3-year exercise cycle.

To satisfy the requirement of the triennial exercise of the entire response plan, it is not necessary to exercise the entire plan all at one time. The plan may be exercised in segments over a period of 3 years, as long as each component of the plan is exercised at least once within the 3-year period. The required exercises should be developed to ensure that each component is addressed and exercised in the triennial cycle. Appendix A

includes a template for use by plan holders tacking exercise completion over the 3-year PREP cycle.

The plan holder is responsible for documenting the components completed in the exercises.

→ **Triennial Cycle.**

In the triennial cycle, the following internal exercises must be conducted

- **12 qualified individual notification exercises;**
- **12 emergency procedures exercises**--manned vessels and unmanned barges (optional for facilities);
- **3 spill management team tabletop exercises--**one must involve a worst case discharge scenario;
- **3 unannounced exercises--**any of the exercises, with the exception of the qualified individual notification exercise, if conducted unannounced, would satisfy this requirement;
- **Equipment deployment exercises as described below:**
  - For vessel/facility owned and operated equipment-
    - 6 plan holder owned and operated equipment deployment exercises (for plan holders with vessel/facility owned and operated equipment identified in their response plan)
  - For vessels and facilities with OSROs identified for response equipment-
    - 3 OSROs equipment deployment exercises
  - For pipelines -
    - 3 pipeline equipment deployment exercises (using either OSRO and/or operator owned equipment
  - For offshore facilities
    - 3 equipment deployment exercises (for equipment staged onshore)

    - 6 equipment deployment exercises (for equipment staged offshore); and
- **Triennial Exercise of Entire Response Plan -** Each component of the response plan must be exercised at least once in the triennial cycle.

Area Exercises

The purpose of the area exercise is to exercise the entire response community in a particular area. An area is defined as that geographic area for which a separate and distinct Area Contingency Plan has been prepared, as described in OPA 90. The response community includes the federal, state and local government and industry. The area exercises are designed to exercise the government and industry interface for spill response.

The goal of the PREP is to conduct 20 area exercises per year nationwide, 60 within a triennial cycle. This method should ensure that all areas of the country are exercised triennially. Six of the 20 annual area exercises would be led by the government, that is the Area Committee, with a single industry plan holder as exercise partner. Industry plan holders would lead the other 14 with the Area Committee as exercise partner. An exercise design team will develop all of the area exercises. The exercise design team is comprised of representatives from the federal, state, and local government agencies, the local response community and the industry plan holder. A lead plan holder would lead each area exercise. The lead plan holder is the organization (government or industry) that is responsible for the primary plan that is exercised in the area exercise. The lead plan holder would have the final word on designing the scope and scenario of the exercise. The U.S. Coast Guard or the EPA, as Area Committee chair, would be the lead plan holder for the 6 government led exercises, with RSPA and MMS participating as appropriate.

A *suggested* mix of participants for the industry led area exercises would include:

- Vessels (6 exercises);
- Marine transportation-related (MTR) facilities (2 exercises);
- Onshore and certain offshore non-transportation-related facilities (2 exercises)
- Pipelines (2 exercises); and

- Offshore facilities (2 exercises).

The area exercises do not necessarily have to be large-scale productions. The scenario does not always have to involve a worst-case discharge. However at a minimum, the scenario must involve exercise of Tier I Worst-Case discharge capability. The primary purpose of the area exercise is to activate and observe the response infrastructure in the area, and the ability of the entire response community to effectively conduct a spill response. The focus should be on the interaction between the responsible party and the federal, state and local government to exercise both the Area Contingency Plan and the responsible party's response plan. The following are recommendations for the area exercises:

- Each exercise should be approximately 8-12 hours in duration. The exercises may be longer, if agreed to by the exercise design team.
- The area response mechanism would be evaluated in each area exercise. The unified command would be exercised.
- The lead plan holder will have the primary voice and final decision authority in the exercise design. However, exercise design should be conducted as a cooperative effort of the entire exercise design team.
- The exercise scenario will involve some amount of equipment deployment. The extent of equipment deployment should be determined by the lead plan holder after consulting with the exercise design team.

Area exercise equipment deployment should include testing adequacy of various response strategies contained in the plan, including but not limited to: protective booming for shoreline, fish, wildlife, and sensitive environment; fast-water, open-water, or shallow water containment and collection; or dispersant or in-situ burn operations. If the exercise spill scenario involves a maximum most probable or larger spill, a minimum of tier 1 equipment deployment should be conducted.

Equipment deployment need not be conducted simultaneously with the tabletop portion of the exercise. It may be done several weeks or even months prior to or after the tabletop to allow more efficient allocation of exercise planning and execution resources.

An Industry plan holder that participates in an Area Exercise would not be required to participate in another area exercise for a minimum of 6 years.

Plan holders are responsible for funding their participation in the area exercises.

An evaluation report should be completed not later than 60 days after completion of the area exercise. The evaluation report is completed by the joint evaluation team. For USCG Area Exercises, results of these joint evaluations will be entered in CGSAILS.

Area Exercise Scheduling

Scheduling of area exercises will be done under a nationally coordinated system that involves the federal, state and local governments and industry plan holders, and that recognizes the unique needs of specific geographic regions of the country.

→ **NSCC.**

A National Schedule Coordination Committee (NSCC) has been established for scheduling the area exercises. The NSCC is comprised of personnel representing the four federal regulating agencies - the Coast Guard, EPA, RSPA, and MMS.

→ **Scheduling Process.**

The NSCC is charged with developing and publishing a proposed area exercise schedule for each upcoming triennial period. This proposed schedule will be published in the Federal Register annually. The reason the exercises are scheduled three years in advance is to allow both area committees and industry plan holders to allocate sufficient funds and personnel. The NSCC will solicit comments on the proposed schedule and industry plan holders to lead and participate in the Area Exercises. It is important to note that the NSCC only proposes which area plans will be exercised over the three-year period. It is incumbent on the Regional Response Teams and Area Committees with jurisdiction over an area, to validate the proposed timeframe and to identify the industry plan holder who will participate in the exercise. Each Regional Response Team and Area Committee should work with the local industry to identify industry plan holders three years in advance of the scheduled exercise. Industry plan holders may also provide input to the scheduling process through the Area Committees.

Other Credit Issues

→ **Credit for Spill Response.**

Plan holders may take credit for internal exercises conducted in response to actual spills. The spill response must be evaluated. The plan holder must determine which exercises were completed in the spill response. This determination should be based on whether the response effort would meet the objectives of the exercise as listed in the PREP guidelines. The plan holder must document the exercises completed.

The NSCC is responsible for authorizing credit for area exercises, based on the recommendations of the On-Scene Coordinator. Credit should be given to a plan holder for participation in an area exercise if the following circumstances exist (1) the response plan was utilized in an actual spill response; (2) the response involved the entire response community; (3) the objectives of the area exercise were met as outlined in the PREP guidelines; (4) the response was evaluated; and (5) the spill response was properly documented and certified. Note that actual spills must involve, at minimum, deployment of worst-case discharge tier 1 capabilities to be eligible for this credit.

→ **Proper Documentation for Self-Certification.**

Proper documentation for self-certification should include, as a minimum, the following information:

- The type of exercise.
- Date and time of the exercise.
- A description of the exercise.
- The objectives met in the exercise.
- The components of the response plan exercised.
- Lessons learned.

This documentation must be in writing and signed by an individual empowered by the plan holder organization.

Sample documentation forms are attached as Appendix A to the PREP Guidelines.

As a general rule, exercise records should be completed within 30-60 days of the exercise, although this may vary depending on exercise complexity.

Special Issues

→ **Complexes.**

Complexes are facilities that must meet the requirements of more than one federal agency. For example, a facility that has oil storage tanks, a pipeline and a waterfront oil transfer dock is considered a complex since it must meet the requirements of EPA, RSPA and the Coast Guard.

Complexes would only be required to conduct <u>one</u> exercise to meet all agency requirements for that particular type of exercise. For example, if a quarterly notification exercise is required by all three agencies regulating the complex, one notification exercise per quarter would satisfy the requirements for all three regulatory agencies.

→ **Vessels Serving as Secondary Carriers of Oil.**

Vessels serving as secondary carriers of oil should comply with the exercise requirements in 33 CFR 155.1045(h).

→ **TAPAA Vessels and Facilities.**

Trans-Alaska Pipeline Authorization Act (TAPAA) vessels and facilities, in addition to complying with the primary exercise requirements, must comply with the additional exercise requirements identified in the vessel and facility response plan regulations at 33 CFR 155.1125(a)(2) and 33 CFR 154.1125(a)(2), respectively.

→ **LEPC Drill Credit.**

Local Emergency Planning Committees (LEPCs) are required to conduct hazardous substance exercises periodically. Industry plan holders should coordinate their exercises with the LEPCs, whenever possible, and should take credit, as long as the PREP exercise objectives are met.

→ **Foreign Vessels Calling Only Occasionally at U.S. Ports.**

If a vessel plan holder has a response plan, prepared with the intent that the vessel would be calling at U.S. ports, even if only occasionally, the vessel plan

holder must have an exercise program in place and be conducting the required exercises. If the plan holder is following the PREP guidelines, all exercises must be conducted at the frequency listed in the PREP guidelines. The only exception to this requirement is the qualified individual notification exercise, which is only required to be conducted quarterly while operating in U.S. waters, otherwise upon entry into U.S. waters.

If a vessel comes into U.S. waters for the first time, but intends to continue trading, it must conduct the qualified individual notification exercise immediately, and then begin its exercise program. Since the PREP follows the calendar year, the triennial cycle should begin as soon as the vessel enters U.S. waters. The vessel should remain on the calendar year schedule, with the following January 1 beginning the next year of the vessel's triennial cycle. In such cases, the plan holder will only be expected to complete 2 full years of internal exercises during the first triennial cycle. For the first year, the plan holder must complete one QI notification and one emergency procedures exercise each quarter during that year. Spill management team and equipment deployment exercises are recommended as soon as possible, but can be held up to 11 months after the date of the first entry into U.S. Waters.

If the vessel only intends to make one voyage into U.S. waters, the vessel must conduct the qualified individual notification exercise immediately upon entry. If the vessel intends to reenter the U.S. at any time, it must comply with all exercise requirements.

→ **Railroad Tank Cars and Motor Vehicle Tank Trucks**

There are few individual railroad tank cars or motor vehicle tank trucks transporting sufficient volumes of oil to be subject to the response planning requirements of OPA 90. For additional information on response planning requirements for individual railroad tank cars and motor vehicle tank trucks transporting oil, including training, equipment testing, and drills, see 49 CFR 130. A railroad tank car or a tank truck which transfers oil to or from certain vessels may be considered to be a mobile marine transportation-related facility and may be subject to the response planning requirements in 33 CFR 154. Loading and offloading of railroad tank cars and tank trucks at certain non-transportation related facilities may be covered by response plans prepared by a facility owner or operator subject to the requirements contained in 40 CFR 112.

Section 3:

U.S. Coast Guard – Regulated Vessels and Marine Transportation-Related Facilities

QI Notification Exercise

Coast Guard Marine Transportation-Related (MTR) Facilities

Applicability: Facility.

Frequency: Quarterly.

Initiating Authority: Company policy.

Particip. Elements: Facility personnel, qualified individual.

Scope: Exercise communications between facility personnel and qualified individual.

Objectives: Contact must be made with a qualified individual or designee, as designated in the response plan.

Certification: Self-certification.

Verification: U.S. Coast Guard.

Records:

Retention: 3 years.

Location: Records to be kept at the facility.

Evaluation: Self-Evaluation.

Credit: Plan holder should take credit for this exercise when conducted in conjunction with other exercises, as long as all objectives are met, the exercise is evaluated and a proper record is generated. Credit should be taken for an actual spill response when these objectives are met, the response is evaluated, and a proper record is generated.

For plan holders handling both oil and hazardous substances, a single QI notification will

satisfy exercise requirement for both plans, if both plans rely on the same QI. If the plan holder uses two different QIs, the plan holder is required to exercise each separately,

QI Notification Exercise

Manned Vessels

Applicability: Manned vessels.

Frequency: Quarterly while operating in U.S. waters, including the exclusive economic zone (EEZ); otherwise upon entry into U.S. waters, not to exceed four times per year. The qualified individual notification exercise would not be required for ships outside U.S. waters.

Initiating Authority: Master or designee according to plan.

Particip. Elements: Vessel personnel, plan designated shore side personnel, and a vessel's qualified individual.

Scope: Exercise communication between vessel personnel and qualified individual.

Objectives: Contact by telephone, radio, message-pager or facsimile a confirmation must be made with a qualified individual or designee as designated in the plan. A telex may be used only if the other means are not available

Certification: Self-certification.

Verification: U.S. Coast Guard.

Records:

Retention: 3 years.

Location: Logbook entry indicating time of qualified individual notification as provided at 33 CFR 155.1060(e)(1).

Evaluation: Owner or operator should conduct review to determine if objectives have been met.

Self-evaluation.

Credit: Plan holder should take credit for this exercise when conducted in conjunction with other exercises, as long as all objectives are met, the exercise is evaluated, and a proper record is generated. Credit should be taken for an actual spill response when these objectives are met, the response is evaluated and a proper record is generated.

For plan holders handling both oil and hazardous substances, a single QI notification will satisfy exercise requirement for both plans, if both plans rely on the same QI. If the plan holder uses two different QIs, the plan holder is required to exercise each separately,

QI Notification Exercise

Unmanned Barges

Applicability: Unmanned barge.

Frequency: Quarterly while operating in U.S. waters, including the exclusive economic zone; otherwise upon entry into U.S. waters, not required to exceed four times per year. The qualified individual notification exercise would not be required for barges outside U.S. waters.

Initiating Authority: Barge owner or operator or towing vessel captain.

Particip.. Elements: Barge custodian and qualified individual.

Scope: Exercise communication between barge custodian and qualified individual.

Objectives: Contact-by telephone, radio, message-pager, or facsimile and confirmation must be made with the qualified individual or designee, as designated in the response plan.

Exercises should be conducted randomly to ensure that all barge custodians have an equal chance for participation in the notification exercises.

Certification: Self-certification.

Verification: U.S. Coast Guard.

Records:

Retention: 3 years.

Location: Records to be kept on board the barge or with the response plan for the barge.

Evaluation: Self-evaluation.

Credit: Plan holder should take credit for this exercise when conducted in conjunction with other exercises, as long as all objectives are met, the exercise is evaluated, and a proper record is generated. Credit should be taken for an actual spill response when these objectives are met, the response is evaluated, and a proper record is generated.

For plan holders handling both oil and hazardous substances, a single QI notification will satisfy exercise requirement for both plans, if both plans rely on the same QI. If the plan holder uses two different QIs, the plan holder is required to exercise each separately,

On Board Emergency Procedures Exercise

Manned Vessels

Applicability: Manned vessels.

Frequency: Quarterly.

Initiating Authority: Master or designee according to plan.

Particip. Elements: Vessel personnel.

Scope: Exercise the emergency procedures for the vessel crew to mitigate or prevent any discharge or a substantial threat of such discharge of oil/HAZSUB resulting from shipboard operational activities associated with internal or external cargo transfers.

Objectives: Conduct an exercise of the vessel's emergency procedures to ensure crew knowledge of actions to be taken to mitigate a spill. This exercise may be a walk-through of the crews' actions.

Exercise should involve one or more of the sections of the emergency procedures for spill mitigation. For example -

> Simulation of response to a collision.

> Simulation of response to an oil spill on the deck of the vessel.

> Simulation of response to a vessel fire.

Annually ensure that spill mitigation procedures for all contingencies identified in the response plan have been exercised.

Certification: Self-certification.

Verification: U.S. Coast Guard.

Records:

Retention: 3 years.

Location: Logbook entry as provided at 33 CFR 155.1060(e)(1).

Evaluation: Self-evaluation.

Credit: Plan holder should take credit for this exercise when conducted in conjunction with other exercises, as long as all objectives are met, the exercise is evaluated, and a proper record is generated. Credit should be taken for an actual spill response when these objectives are met, the response is evaluated, and a proper record is generated.

On vessels covered by both oil and hazardous substance plans, separate oil and hazardous substance exercises are not required. However, the shipboard personnel should alternate oil and hazardous substance scenarios each quarter.

Emergency Procedures Exercises

Unmanned Barges

Applicability: Unmanned barge(s).

Frequency: Quarterly.

Initiating Authority: Barge owner or operator.

Particip. Elements: Barge custodian.

Scope: Exercise the emergency procedures to be taken for an oil/HAZSUB discharge or substantial threat of such discharge. Such procedures are outlined at33 CFR 155.1040 (a).

Objectives: Conduct a walk-through of the emergency procedures.

Ensure barge custodians know proper actions to take in the event of an oil discharge or substantial threat of such discharge.

Certification: Self-certification.

Verification: U.S. Coast Guard.

Records:

Retention: 3 years.

Location: Records to be kept on board the barge or with the response plan for the barge.

Evaluation: Self-evaluation.

Credit: Plan holder should take credit for this exercise when conducted in conjunction with other exercises as long as all objectives are met, the exercise is evaluated, and a proper record is generated. Credit

should be taken for an actual spill response when these objectives are met, the response is evaluated, and a proper record is generated.

On vessels covered by both oil and hazardous substance plans, separate oil and hazardous substance exercises are not required. However, the shipboard personnel should alternate oil and hazardous substance scenarios each quarter.

Emergency Procedures Exercises

Facilities (Optional)*

Applicability: Facility.

Frequency: Quarterly.

Initiating Authority: Facility owner or operator.

Particip. Elements: Facility personnel.

Scope: Exercise the emergency procedures for the facility to mitigate or prevent any discharge or a substantial threat of such discharge of oil/HAZSUB resulting from facility operational activities associated with oil transfers.

Objectives: Conduct an exercise of the facility's emergency procedures to ensure personnel knowledge of actions to be taken to mitigate a spill. This exercise may be a walk-through of the emergency procedures.

Exercise should involve one or more of the sections of the emergency procedures for spill mitigation. For example, the exercise should involve a simulation of a response to an oil spill.

The facility should ensure that spill mitigation procedures for all contingencies at the facility are addressed at some time.

Certification: Self-certification.

Verification: U.S. Coast Guard.

Records:

Retention: 3 years.

Location: At each facility.

Evaluation: Self-evaluation.

Credit: Plan holder should take credit for this exercise when conducted in conjunction with other exercises, as long as all objectives are met, the exercise is evaluated, and a proper record is generated. Credit should be taken for an actual spill response when these objectives are met, the response is evaluated, and a proper record is generated.

***This section describes an optional exercise to provide facilities with an exercise that may be conducted <u>unannounced</u> to fulfill the internal unannounced exercise requirement.**

At facilities covered by both oil and hazardous substance plans, separate oil and hazardous substance exercises are not required. However, the shipboard personnel should alternate oil and hazardous substance scenarios each quarter.

Spill Management Team Tabletop Exercise

U.S. Coast Guard MTR Facilities

Applicability: Facility spill management team

Frequency: Annually.

Initiating Authority: Company policy.

Particip. Elements: Spill management team as established in the response plan.

Scope: Exercise the spill management team's organization, communication, and decision-making in managing a spill response.

Objectives:

Exercise the spill management team in a review of -

> Knowledge of the response plan;

> Proper notifications;

> Communications system;

> Ability to access an OSRO/HSRO;

> Coordination of internal organization personnel with responsibility for spill response;

> An annual review of the transition from a local team to a regional, national, and international team, as appropriate;

> Ability to effectively coordinate spill response activity with the National Response System (NRS) infrastructure. (If personnel from the NRS are not participating in the exercise, the spill management team should demonstrate knowledge of response coordination with the NRS);

> Ability to access information in the Area Contingency Plan for location of sensitive areas, resources available within the area, unique conditions of area, etc

> At least one spill management team tabletop exercise in a triennial cycle would involve simulation of a worst-case discharge scenario.

Certification: Self-certification.

Verification: U.S. Coast Guard.

Records:

Retention: 3 years.

Location: At each facility.

Evaluation: Self-evaluation.

Credit: Plan holder should take credit for this exercise when conducted in conjunction with other exercises as long as all objectives are met, the exercise is evaluated, and a proper record is generated. Credit should be taken for an actual spill response when these objectives are met, the response is evaluated, and a proper record is generated.

Plan holders are responsible for ensuring that SMTs are familiar with Area Committees/Regional Response Teams (*RRTs) and Area Contingency Plans in every area in which the plan holder operates. While it is not practicable to require an SMT to exercise in every area/region in which they offer cover each year, each SMT is expected to review ACPs annually and the make-up of Area Committees/RRTs in all areas in which they offer coverage. Self-certification for exercise credit should include SMT certification that the SMT has completed annual review and is familiar with the ACPs and Area

Spill Management Team Tabletop Exercise

Vessels

Applicability: Vessel spill management team.

Frequency: Annually.

Initiating Authority: Company policy.

Particle. Elements: Spill management team as established in the response plan.

Scope: Exercise the spill management team's organization, communication, and decision-making in managing a spill response.

Objectives:

Exercise the spill management team in a review of -

> Knowledge of the response plan;

> Proper notifications;

> Communications system

> Ability to access an OSRO/HSRO;

> Coordination of internal organization personnel with responsibility for spill response;

> An annual review of the transition from a local team to a regional, national, and international team, as appropriate;

> Ability to effectively coordinate spill response activity with the National Response System (NRS) infrastructure. (If personnel from the NRS are not participating in the exercise, the spill management team should demonstrate knowledge of response coordination with the NRS.); and

> Ability to access information in the Area Contingency Plan for location of sensitive areas, resources available within the Area, unique conditions of Area, etc.

At least one Spill Management Team Tabletop Exercise in a triennial cycle would involve simulation of a worst-case discharge scenario.

Certification: Self-certification.

Verification: U.S. Coast Guard.

Records:

Retention: 3 years.

Location: In accordance with 33 CFR 155.1060(e) (2).

Evaluation: Self-evaluation.

Credit: Plan holder should take credit for this exercise when conducted in conjunction with other exercises as long as all objectives are met, the exercise is evaluated, and a proper record is generated. Credit should be taken for an actual spill response when these objectives are met, the response is evaluated, and a proper record is generated.

Plan holders are responsible for ensuring that SMTs are familiar with Area Committees and Area Contingency Plans in every area in which the plan holder operates. While it is not practicable to require an SMT to exercise in every area in which they offer cover each year, each SMT is expected to review ACPs annually and the make-up of Area Committees in all areas in which they offer coverage. Self-certification for exercise credit should include SMT certification that the SMT has completed annual review and is familiar with the ACPs and Area Committees in all areas in which the plan holder operates.

For plan holders who handle both oil and hazardous substances, if the same spill management team handles all oil and hazardous substance incidents, only one SMT exercise is required annually. In such cases, at least 1 of the exercises should focus on oil and 1 on hazardous substances every three years. Over the course of six years, at least one worst-case hazardous substance and one worst-case oil scenario should be exercised.

For plan holders who handle both oil and hazardous substances, if the spill management teams are not the same, separate spill management team exercises are required.

Equipment Deployment Exercises

U.S. Coast Guard MTR Facilities

Applicability: Facilities with facility owned and operated response equipment.

Frequency: Semiannually.

Initiating Authority: Company policy.

Particip. Elements: Facility personnel.

Scope: Deploy and operate facility owned and operated response equipment identified in the response plan. The equipment to be deployed would be either (1) the minimum amount of equipment for deployment as described in "Guiding Principles", or (2) the equipment necessary to respond to an average most probable discharge at the facility, whichever is less.

All of the facility's personnel involved in equipment deployment operations must be included in a comprehensive training program. All of the facility's equipment must be included in a comprehensive maintenance program. Credit should be taken for deployment conducted during training. The maintenance program must ensure that the equipment is periodically inspected and maintained in good operating condition in accordance with the manufacturer's recommendations and best commercial practices. All inspection and maintenance must be documented by the owner.

Objectives: Demonstrate ability of facility personnel to deploy and operate equipment.

Ensure equipment is in proper working order.
deployment should also include testing ACP containment, protection and diversion strategies.

Certification: Self-certification.

Verification: U.S. Coast Guard.

Records:

Retention: 3 years.

Location: Records to be kept at facility.

Evaluation: Self-evaluation.

Credit: Plan holder should take credit for this exercise when conducted in conjunction with other exercises as long as all objectives are met, the exercise is evaluated, and a proper record is generated. Credit should be taken for an actual spill response when these objectives are met, the response is evaluated, and a proper record is generated.

Note: If a facility with facility owned and operated equipment also identifies OSRO equipment in its response plan, the OSRO equipment must also be deployed and operated in accordance with the equipment deployment requirements for OSRO owned equipment.

Equipment Deployment Exercises

U.S. Coast Guard MTR Facilities

Applicability: Facilities with OSRO/HSRO response equipment cited in their response plan.

Frequency: Annually.

Initiating Authority: Company policy.

Particip. Elements: Facility owner or operator and OSRO/HSRO.

Scope: Deploy and operate response equipment identified in the response plan. The equipment to be deployed would be the minimum amount of equipment as described in "Guiding Principles.

All of the OSRO/HSRO personnel involved in equipment deployment operations must be included in a comprehensive training program. All of the OSRO/HSRO equipment must be Included in a comprehensive maintenance program. Credit should be taken for equipment deployment conducted during training. The maintenance program must ensure that the equipment is periodically inspected and maintained in good operating condition in accordance with the manufacturers recommendations and best commercial practices. The facility owner or operator must ensure that inspection and maintenance by the OSRO/HSRO is documented. The OSRO/HSRO must provide inspection and maintenance information to the owner or operator.

Plan holders must ensure that when a regional OSRO/HSRO is identified in the response plan, the OSRO/HSRO conducts annual equipment deployment exercises in each operating environment for each CG Contingency Planning Area.

Objectives: Demonstrate the ability of the personnel to

deploy and operate equipment.

Ensure the response equipment is in proper working order.

Whenever feasible, equipment deployment should also include testing ACP containment, protection and diversion strategies.

Certification: The facility owner or operator should ensure that the OSRO/HSRO identified in the response plan provides adequate documentation that the requirements for this exercise have been met.

Verification: U.S. Coast Guard.

Records:

Retention: 3 years.

Records to be kept at the facility.

Evaluation: Self-evaluation.

Credits: Plan holder should take credit for this exercise when conducted in conjunction with other exercises as long as all objectives are met, the exercise is evaluated, and a proper record is generated. Credit should be taken for an actual spill response when the objectives are met, the response is evaluated, and a proper record is generated.

Equipment Deployment Exercises

Vessels

Applicability: Vessels.

Frequency: Annually.

Initiating Authority: Company policy.

Particip. Elements: Vessel owner or operator, and OSRO/HSRO.

Scope: Deploy and operate response equipment identified in the response plan. The equipment to be deployed would be the minimum amount of equipment for deployment as described in "Guiding Principles."

All of the OSRO personnel involved in equipment deployment operations must be included in a comprehensive training program. All of the OSRO/HSRO equipment must be included in a comprehensive maintenance program. Credit should be taken for equipment deployment conducted during training. The maintenance program must ensure that the equipment is periodically inspected and maintained in good operating condition in accordance with the manufacturer's recommendations and best commercial practices. The vessel owner or operator must ensure that inspection and maintenance by the OSRO/HSRO is documented. The OSRO/HSRO must provide inspection and maintenance information to the vessel owner or operator.

Plan holders must ensure that when a regional OSRO is identified in the response plan, the OSRO conducts annual equipment deployment exercises in each operating environment for each CG Contingency Planning Area.

Objective: Demonstrate the ability of the personnel to deploy and operate response equipment.

Ensure the response equipment is in proper working order.

Whenever feasible, equipment deployment should also include testing ACP containment, protection and diversion strategies.

Certification: The vessel owner or operator should ensure that the OSRO/HSRO identified in the response plan provides adequate documentation that the requirements for this exercise have been met.

Verification: U.S. Coast Guard.

Records:

Retention: 3 years (see 33 CFR 155.1060 (e)(2)).

Evaluation: Self-evaluation.

Credit: Plan holder should take credit for this exercise when conducted in conjunction with other exercises as long as all objectives are met, the exercise is evaluated, and a proper record is generated. Credit should be taken for an actual spill response when the objectives are met, the response is evaluated, and a proper record is generated.

Government-Initiated Unannounced Exercises

Vessels and MTR Facility Response Plan Holders

Applicability: Vessel and MTR facility response plan holders within the area.

Frequency: Triennially, if successfully completed. A facility deemed by the CG/EPA not to have successfully completed the exercise may be required to participate in another government initiated unannounced exercise at the discretion of the exercising agency. (Plan holders who have successfully completed a PREP government-initiated unannounced exercise will not be required to participate in another one for at least 36 months from the date of the exercise.)

Initiating Authority: U.S. Coast Guard.

Particip. Elements: Vessel and MTR facility response plan holders.

Scope: Unannounced exercises are limited to a maximum of four exercises per area per year.

Exercises are limited to approximately 4 hours in duration.

Exercises must involve response to an average most probable discharge scenario.

RSPA and MMS would cover unannounced exercises for pipelines and offshore facilities <u>not a part of a complex</u> in their exercise programs.

Objectives: Conduct proper notifications to respond to unannounced scenario of an average most probable discharge.

Demonstrate response is -

> Timely- As a general rule, the regulatory planning standard is containment equipment (e.g., booms)

on scene within one hour of notification and recovery equipment (skimmers and temporary storage) on scene within two hours. Therefore in an government initiated unannounced exercise, plan holder should be able to initiate simulated clean up within approximately two hours of exercise commencement.

> Conducted with adequate amount of equipment for scenario; and

> Properly conducted.

Whenever feasible, equipment deployment should also include testing ACP containment, protection and diversion strategies.

Certification: U.S. Coast Guard.

Verification: U.S. Coast Guard.

Records:

Retention 3 years.

For facilities, at the facility.
For vessels, in accordance with 33 CFR 155.1060(e)(2).

Evaluation: Evaluation to be conducted by initiating agency.

Credit: Credit may be granted by the initiating authority for an actual spill response when the PREP objectives are met, the response is evaluated by the initiating authority and a proper record is generated. Plan holders participating in this exercise may take credit for notification and equipment deployment exercises, if criteria for those exercises are met, the response is evaluated by the plan holder and a proper record is generated.

Section 4

EPA-Regulated Onshore And Certain Offshore Non Transportation-Related Facilities

PREP Guidelines do not create binding legal requirements.

While the PREP Guidelines have been developed with the regulated community, they cannot be considered to be legally binding substantive rules. Plan holders can accept the PREP Guidelines to fulfill the exercise requirements of the Oil Pollution Act of 1990. An alternative program can also be acceptable subject to approval by the Regional Administrator. (See 40 CFR 112.21) Either the PREP Guidelines or the EPA-approved exercise program developed by the plan holder become binding when referenced in the submitted response plan.

QI Notification Exercises

EPA-Regulated Facilities

Applicability: Facility.

Frequency: Quarterly.

Initiating Authority: Company policy.

Particip. Elements: Facility personnel and qualified individual.

Scope: Exercise communications between facility personnel and qualified individual.

Objectives: Contact must be made with a qualified individual or designee, as designated in the response plan.

Certification: Self-certification.

Verification: Environmental Protection Agency (EPA)

Records:

Retention: 5 years.

Location: Records to be kept at the facility.

Evaluation: Self-evaluation.

Credit: Plan holder should take credit for this exercise when conducted in conjunction with other exercises as long as all objectives are met, the exercise is evaluated, and a proper record is generated. Credit should be taken for an actual spill response when these objectives are met, the response is evaluated, and a proper record is generated.

Emergency Procedures Exercises

Facilities (Optional)*

Applicability: Facility.

Frequency: Quarterly.

Initiating Authority: Facility owner or operator.

Partlcip. Elements: Facility personnel.

Scope: Exercise the emergency procedures for the facility to mitigate or prevent any discharge or a substantial threat of such discharge of oil resulting from facility operational activities associated with oil transfers.

Objectives: Conduct an exercise of the facility's emergency procedures to ensure personnel knowledge of actions to be taken to mitigate a spill. This exercise may be a walk-through of the emergency procedures.

Exercise should involve one or more of the sections of the emergency procedures for, spill mitigation. For example, the exercise may involve a simulation of a response to an oil spill.

The facility should ensure that spill mitigation procedures for all contingencies at the facility are addressed at some time.

Certification: Self-certification.

Verification: EPA.

Records:

Retention: 5 years.

Location: At each facility.

Evaluation: Self-evaluation.

Credit: Plan holder should take credit for this exercise when conducted in conjunction with other exercises, as long as all objectives are met, the exercise is evaluated, and a proper record is generated. Credit should be taken for an actual spill response when these objectives are met, the response is evaluated, and a proper record is generated.

***This is offered as an optional exercise to provide facilities with an exercise that may be conducted <u>unannounced</u> to fulfill the internal unannounced exercise requirement.**

Spill Management Team Tabletop Exercise

EPA-Regulated Facilities

Applicability: Facility spill management team.

Frequency: Annually.

Initiating Authority: Company policy.

Particip. Elements: Spill management team as established in the response plan.

Scope: Exercise the spill management team's organization, communication, and decision- making in managing a spill response.

Objectives: Exercise the spill management team in a review of-

> Knowledge of the response plan;

> Proper notifications;

> Communications system;

> Ability to access an OSRO;

> Coordination of internal organization personnel with responsibility for spill response;

> An annual review of the transition from a local team to a regional, national, and international team, as appropriate;

> Ability to effectively coordinate spill response activity with the National Response System (NRS) infrastructure. (If personnel from the NRS are not participating in the exercise, the spill management team should demonstrate knowledge of response coordination with the NRS.)

> Ability to access information in Area Contingency

Plan for location of sensitive areas, resources available within the area, unique conditions of area, etc.

At least one spill management team tabletop exercise in a triennial cycle would involve simulation of a worst-case discharge scenario.

Certification: Self-certification.

Verification: EPA.

Records:

Retention: 5 years.

Location: At each facility.

Evaluation: Self-evaluation.

Credit: Plan holder should take credit for this exercise when conducted in conjunction with other exercises as long as all objectives are met, the exercise is evaluated, and a proper record is generated. Credit should be taken for an actual spill response when these objectives are met, the response is evaluated, and a proper record is generated.

Equipment Deployment Exercises

EPA-Regulated Facilities

Applicability: Facilities with facility owned and operated response equipment.

Frequency: Semiannually.

Initiating Authority: Company policy.

Particip. Elements: Facility personnel.

Scope: Deploy and operate facility owned and operated response equipment identified in the response plan. The equipment to be deployed would be either (1) the minimum amount of equipment for deployment as described in "Guiding Principles", or (2) the equipment necessary to respond to a small discharge at the facility, whichever is less.

All of the facility personnel involved in equipment deployment operations must be included in a comprehensive training program. All of the facility equipment must be included in a comprehensive maintenance program. Credit should be taken for deployment conducted during training. The maintenance program must ensure that the equipment is periodically inspected and maintained in good operating condition in accordance with the manufacturers recommendations and best commercial practices. All inspection and maintenance must be documented by the owner.

Objectives: Demonstrate ability of facility personnel to deploy and operate equipment.

Ensure equipment is in proper working order.

Certification: Self-certification.

Verification: EPA.

Records:

Retention: 5 years.

Location: Records to be kept at the facility.

Evaluation Self–Evaluation.

Credit: Plan holder should take credit for this exercise when conducted in conjunction with other exercises as long as all objectives are met, the exercise is evaluated, and a proper record is generated. Credit should be taken for an actual spill response when these objectives are met, the response is evaluated, and a proper record is generated.

Note: If a facility with facility owned and operated equipment also identifies OSRO equipment in its response plan, the OSRO equipment must also be deployed and operated in accordance with the equipment deployment requirements for OSRO owned equipment.

Equipment Deployment Exercises

EPA-Regulated Facilities

Applicability: Facilities with OSRO response equipment cited in their response plan.

Frequency: Annually.

Initiating Authority: Company policy.

Particip. Elements: Facility owner or operator and OSRO.

Scope: Deploy and operate response equipment identified in the response plan. The equipment to be deployed would be the minimum amount of equipment for deployment as described in "Guiding Principles."

All of the OSRO personnel involved in equipment deployment operations must be included in a comprehensive training program. All of the OSRO equipment must be included in a comprehensive maintenance program. Credit should be taken for equipment deployment conducted during training. The maintenance program must ensure that the equipment is periodically inspected and maintained in good operating condition in accordance with the manufacturer's recommendations and best commercial practices. The facility owner or operator must ensure that inspection and maintenance by the OSRO is documented. The OSRO must provide inspection and maintenance information to the owner or operator.

Plan holders must ensure that when a regional OSRO is identified in the response plan, the OSRO conducts annual equipment deployment exercises in each operating environment for each CG or EPA Contingency Planning Area, or EPA sub-area

(where identified).

Objectives: Demonstrate the ability of the personnel to deploy and operate response equipment.

Ensure the response equipment is in proper working order.

Certification: The facility owner or operator should ensure that the OSRO identified in the response plan provides adequate documentation that the requirements for this exercise have been met.

Verification: EPA.

Records:

Retention 5 years, kept at the facility.

Evaluation: Self-evaluation.

Credit: Plan holder should take credit for this exercise when conducted in conjunction with other exercises as long as all objectives are met, the exercise is evaluated, and a proper record is generated. Credit should be taken for an actual spill response when the objectives are met, the response is evaluated, and a proper record is generated.

Government-Initiated Unannounced Exercises

EPA—Regulated Facility Response Plan Holders

Applicability: EPA-regulated facility response plan holders within the region.

Frequency: Triennially, if successfully completed. A facility deemed by the CG/EPA not to have successfully completed the exercise may be required to participate in another government initiated unannounced exercise at the discretion of the exercising agency. (Plan holders who have successfully completed a PREP government-initiated unannounced exercise will not be required to participate in another one for at least 36 months from the date of the exercise).

Initiating Authority: EPA.

Partlcip. Elements: EPA-regulated facility response plan holders.

Scope: Unannounced exercises are limited to a maximum of 10% of response plan holders per EPA Region per year.

Exercises are limited to approximately 4 hours in duration.

Exercises should involve response to a small discharge scenario (assume 2,100 gallons outside secondary containment and discharged into or on navigable waters and adjoining shorelines).

Exercise would involve deployment of response equipment identified in the facility response plan to respond to spill scenario.

RSPA and MMS will cover unannounced exercises for pipelines and offshore facilities <u>not</u>

a part of a complex in their exercise programs.

Objectives: Conduct proper notifications to respond to unannounced scenario of a small discharge.

Demonstrate that the response is -

> Timely as defined in section 1 of these Guidelines;

> Conducted with adequate amount of equipment for scenario; and

> Properly conducted.

Certification: EPA.

Verification: EPA.

Records:
Retention: 5 years, kept at the facility.

Evaluation: Evaluation to be conducted by initiating agency.

Credit: Credit may be granted by the initiating authority for an actual spill response when the PREP objectives are met, the response is evaluated by the initiating authority and a proper record is generated. Plan holders participating in this exercise may take credit for notification and equipment deployment exercises, if criteria for those exercises are met, the response is evaluated by the plan holder and a proper record is generated.

Section 5

Onshore Transportation-Related Pipelines

Owner or Operator Internal Notification Exercises

Onshore Transportation-Related Pipelines

Applicability: Pipeline owner or operator.

Frequency: As indicated by the response plan and, at a minimum, consistent with the triennial cycle (quarterly).

Party Initiating Exercise: As indicated in response plan.

Participants: Facility response personnel and the facility's qualified individual.

Scope: Exercise notification process between key facility personnel and the qualified individual to demonstrate the accessibility of the qualified individual.

Objectives: Contact by telephone, radio, message-pager, or facsimile and confirmation established as indicated in response plan.

Format: As indicated in response plan.

Certification: Self-certification as indicated in response plan. Each plan should have a written description of the company's certification process.

Verification: Verification conducted by Research and Special Programs Administration (RSPA) during regular inspections* or RSPA tabletop exercises.

*** Verification will not be done by inspections in the near term.**

Records:

Retention: 3 years.

Location: Owner or operator shall retain records as indicated in response plan.

RSPA to retain verification records.

Credit: Plan holder should take credit for this exercise when conducted in conjunction with other exercises as long as all objectives are met, the exercise is evaluated, and a proper record is generated. Credit should be taken for an actual spill response when these objectives are met, the response is evaluated, and a proper record is generated.

Internal Tabletop Exercises

Onshore Transportation-Related Pipelines

Applicability: Pipeline owner or operator.

Frequency: As indicated by the response plan and, at a minimum consistent with the triennial cycle (annually).

Party Initiating Exercise: As indicated in response plan.

Participants: Designated spill emergency response team members.

Scope: Demonstration of the response team's ability to organize, communicate, and make strategic decisions regarding population and environmental protection during a spill event.

Objectives: Designated emergency response team members should demonstrate -

> Knowledge of facility response plan;

> Ability to organize team members to effectively interface with a unified command;

> Communication capability; and

> Coordination for response capability as outlined in response plan.

Format: Internal tabletop exercise as outlined in response plan.

Certification: Self-certification as indicated in response plan or as defined in the "Guiding Principles" section of this document, whichever is more stringent. Each plan should have a written description of the company's certification process.

Verification: Verification conducted by RSPA during regular

inspections* or RSPA tabletop exercises.

*** Verification will not be done by inspections in the near term.**

Records:

Retention: 3 years.

Location: Owner or operator shall retain records as indicated in response plan.

RSPA to retain verification records.

Credits: Plan holders should take credit for this exercise when conducted in conjunction with other exercises as long as all objectives are met, the exercise is evaluated, and a proper record is generated. Credit should be taken for an actual spill response when these objectives are met, the response is evaluated, and a proper record is generated.

Owner/Operator Equipment Deployment Exercises

Onshore Transportation-Related Pipelines

Applicability: Pipeline owner or operator.

Frequency: As indicated by the response plan and, at a minimum, as consistent with the triennial cycle (annually).

***The number of equipment deployment exercises should be such that equipment and personnel assigned to each response zone are exercised at least once per year. If the same personnel and equipment respond to multiple zones, they need only exercise once per year. If different personnel and equipment respond to various response zones, each must participate in an annual equipment deployment exercise.**

Party Initiating Exercises: As indicated in response plan.

Participants: Designated spill emergency response team members.

Scope: Demonstrate ability to deploy spill response equipment* Identified in the FRP.

***May consist entirely of operator owned equipment, or a combination of OSRO and operator equipment.**

Objectives: Designated emergency response personnel should demonstrate---

> (1) Ability to organize; and

> (2) Ability to deploy and operate representative types of key response equipment as described in response plan.

Format: Announced deployment exercise indicated in response plan.

Certification: Self-certification as indicated in response plan. Each plan should have a written description of the company's certification process.

Verification: Verification conducted by RSPA during regular inspections* or RSPA tabletop exercises.

***Verification will not be done by inspection in the near term.**

Records:

Retention: 3 years.

Location: Owner or Operator shall retain records as indicated in response plan.

RSPA to retain verification records.

Credit: Plan holder should take credit for this exercise when conducted in conjunction with other exercises as long as all objectives are met, the exercise is evaluated, and a proper record is generated. Credit should be taken for an actual spill response when these objectives are met, the response is evaluated, and a proper record is generated.

Unannounced Exercises

Onshore Transportation-Related Pipelines

Applicability: Pipeline owner/operator.

Frequency: Maximum of 20 unannounced RSPA exercises conducted annually for the pipeline industry as a whole. A single owner or operator will not be required to participate in a RSPA- initiated unannounced exercise, if they have already participated in one within the previous 36 months.

Party Initiating Exercise: RSPA.

Participants: Designated spill emergency response team members.

Operations staff.

On-Scene Coordinator (optional).

State and local government (optional).

Scope: Demonstrate ability to respond to a worst-case discharge spill event.

Objectives: Designated emergency response team members should demonstrate adequate knowledge of their facility response plan and the ability to organize, communicate, coordinate, and respond in accordance with that plan.

Format: Unannounced tabletop exercise to discuss strategic issues.

Operations will provide the owner or operator the following information at least 10 working days in advance (1) date, time, and location of exercise; (2) expected exercise duration; and (3) response zone to be exercised.

On the day of the exercise, the pipeline owner or operator will be provided the scenario and post-spill events. This information will be used to explore and discuss strategic issues that will help operators evaluate their response plans.

Certification: Certification can be effectuated by RSPA personnel conducting the exercise. RSPA will provide written certification of the exercise date, participants, and response zone exercised.

Verification: Verification can be made by RSPA personnel conducting the exercise.

Records:

Retention Time: 3 years.

Location: Owner or Operator shall retain records as indicated in response plan.

RSPA to retain verification records.

Credit: Plan holder should take credit for this exercise when conducted in conjunction with other exercises as long as all objectives are met, the exercise is evaluated, and a proper record is generated. Credit should be taken for an actual spill response when these objectives are met, the response is evaluated, and a proper record is generated.

Section 6

Offshore Facilities

Notification Exercises

Offshore Facilities

Applicability: Offshore facilities.

Frequency: Annual.

Initiating Authority: Owner or operator.

Participating Elements: Facility personnel and qualified individual.

Scope: Exercise and test communications between personnel on each facility manned on a 24-hour basis and qualified individual; information to be provided in the event of a spill must be simulated during this exercise.

Objectives: Voice contact must be made with the qualified individual.

Certification: Self-certification.

Verification: Verification by MMS inspection personnel during site visits.

Records:

Retention: 3 years.

Location: Records to be maintained at the facility or at a corporate location designated in the spill response plan.

Evaluation: Self-evaluation.

Credit: Plan holder should take credit for this exercise when conducted in conjunction with other exercises as long as all objectives are met, the exercise is evaluated, and a proper record is generated. Credit should be taken for an actual spill response when these objectives are met, the response is evaluated, and a proper record is generated.

UNANNOUNCED EXERCISES

Offshore Facilities

Applicability: Offshore Facilities.

Frequency: Frequency will be determined by the Regional Supervisor. A facility will not face an agency unannounced exercise more than once per year, unless the results of previous exercises warrant more frequency.

Initiating Authority: MMS.

Participating Elements: Facility personnel, qualified individual, spill management team, oil spill removal organization (OSRO), state and local government and other federal agencies (optional).

Scope: Exercise will require that the owner or operator respond to a spill scenario posed by the MMS Regional Supervisor.

Objectives: Conduct proper notifications to respond to unannounced scenario.

Demonstrate ability to mobilize adequate equipment to respond to scenario.

Demonstrate ability to conduct timely deployment of equipment.

Demonstrate ability to conduct proper deployment to respond to scenario.

Certification: MMS.

Verification: Verification by MMS personnel.

Records:

Retention: 3 years.

Location: MMS will maintain records at the MMS Regional Office. The owner or operator will maintain records at a corporate location identified in the approved spill response plan.

Evaluation: Evaluation to be conducted by MMS.

Credits Plan holder may receive credit for other required exercises if the unannounced exercise is successfully completed, objectives of the other exercise(s) are met, and a proper record is generated.

Spill Management Team Tabletop Exercise

Offshore Facilities

Applicability: Spill management team.

Frequency: Annually.

Initiating Authority: Owner or operator.

Participating Elements: Spill management team as established in response plan.

Scope: Exercise the spill management team annually.

Objectives: Exercise the spill management team's organization, communication, and decision-making in managing a spill response to an unannounced scenario.

Exercise the spill management team in a review of-

> Knowledge of response plan;

> Proper notifications;

> Communications system;

> Ability to access an OSRO;

> Coordination of OSRO containment and recovery activity;

> Coordination of organization or agency personnel with responsibility for spill response;

> Ability to effectively coordinate spill response activity with National Response System infrastructure; and

> Ability to access information in Area Contingency Plan for location of sensitive areas, resources available within the area, unique conditions of area, etc.

Certification: Self-certification.

Verification: Verification by MMS personnel.

Records:

Retention: 3 years.

Location: Records to be maintained at a corporate location designated in the spill response plan.

Evaluation: Self-evaluation. The MMS may evaluate if the exercise is witnessed.

Credit: Plan holder should take credit for this exercise when conducted in conjunction with other exercises as long as all objectives are met, the exercise is evaluated, and a proper record is generated. Credit should be taken for an actual spill response when these objectives are met, the response is evaluated, and a proper record is generated.

Equipment Deployment Exercises

Offshore Facilities-Equipment Staged Offshore

Applicability: OSRO or owner or operator response equipment required to be staged offshore.

Frequency: Semiannually.

Initiating Authority: OSRO, or owner or operator.

Participating Elements: Facility or OSRO personnel.

Scope: Deploy and operate response equipment that is required to be staged offshore and identified in the response plan. Each type of this equipment is to be deployed annually. Each type need not be deployed at each exercise. Credit will be given for any government-initiated deployment exercise or exercises initiated by OSRO member companies.*

Objectives: Demonstrate ability of spill response personnel to deploy and operate equipment.

Evaluate deployment strategies under various spill scenarios.

Certification: Self-certification (OSRO for OSRO equipment and owner or operator for owner or operator equipment).

Verification: Verification by MMS inspection personnel.

Records:

Retention: 3 years.

Location: Records to be kept at the OSRO or at the facility or a corporate location designated in approved response plan for owner or operator equipment.

Evaluation: Self-evaluation. The MMS may evaluate if the exercise is witnessed.

Credit: Plan holder should take credit for this exercise when conducted in conjunction with other exercises as long as all objectives are met, the exercise is evaluated, and a proper record is generated. Credit should be taken for an actual spill response when these objectives are met, the response is evaluated, and a proper record is generated.

***For exploratory wells being drilled from Mobile Offshore Drilling Units (MODUs), at least one deployment exercise will be conducted during drilling of each well, as directed by the Regional Supervisor, if staged response equipment is required by the Regional Supervisor.**

Equipment Deployment Exercises

Offshore Facilities – Equipment Staged Onshore

Applicability: OSRO, or owner or operator response equipment stored at an onshore location.

Frequency: Annually.

Initiating Authority: OSRO, or owner or operator.

Participating Elements: OSRO, or owner or operator personnel.

Scope: Deploy and operate response equipment that is stored onshore and identified in the response plan. Each type of equipment must be exercised during each triennial period. It is not necessary to deploy each piece of equipment.

Objectives: Demonstrate ability of spill response personnel to deploy and operate equipment.

Evaluate deployment strategies under various spill scenarios.

Certification: Self-certification (OSRO for OSRO equipment and owner or operator for owner or operator equipment).

Verification: Verification by MMS inspection personnel.

Records:

Retention: 3 years.

Location: Records to be kept at the OSRO or at the facility or a corporate location designated in approved response plan for owner or operator equipment.

Evaluation: Self-evaluation. The MMS may evaluate if the exercise is witnessed.

Credit: Plan holder should take credit for this exercise when conducted in conjunction with other exercises as long as all objectives are met, the exercise is evaluated, and a proper record is generated. Credit should be taken for an actual spill response when these objectives are met, the response is evaluated, and a proper record is generated.

Section 7

Area Exercises

Notification Exercise

Area

Applicability: Area.

Frequency: Quarterly.

Initiating Authority: On-Scene Coordinator.

Participating Elements: Key Elements of the unified command (appropriate federal, state and local government agencies).

Scope: Exercise and test communication between On-Scene Coordinator and key elements of the unified command.

Objectives: Ensure that the key elements of the unified command know whom to call in the event of a discharge within the area.

Ensure contact by telephone, radio, message-pager, or facsimile and confirmation is made between the On-Scene Coordinator and key elements of the unified command.

Certification: Self-certification.

Verification: Verification to be conducted by the District or Region.

Records:

Retention: 3 years (USCG).

5 years (EPA).

Location: With the On-Scene Coordinator.

Evaluation: By Area Committee.

Credit: Plan holder should take credit for this exercise when conducted in conjunction with other exercises, as long as all exercise objectives are met, the exercise is evaluated, and a proper record is generated. Credit should be taken for an actual spill response when these objectives are met, the response is evaluated, and a proper record is generated.

Spill management Team Tabletop Exercise

Area

Applicability: Area spill management team.

Frequency: Annually.

Initiating Authority: U.S. Coast Guard District (m) or EPA Region.

Participating Elements: Spill management team for the area (U.S. Coast Guard or EPA and respective response team) and state(s).

Scope: Exercise the spill management team's organization, communication, and decision-making in managing a spill response.

Objectives: Exercise the spill management team in a review of

> Knowledge of the Area Contingency Plan;

> Proper notifications;

> Communications system

> Ability to access response equipment

> Coordination of organization or agency personnel with responsibility for spill response;

> Ability to effectively coordinate spill response activity with National Response System infrastructure;

> Ability to access information in Area Contingency Plan for location of sensitive areas, resources available within the area, unique conditions of the area, etc.; and

Exercise the response management system identified in the ACP and to the extent possible the unified command.

At least one spill management team tabletop exercise in a triennial cycle would involve simulation of a worst-case discharge scenario.

Certification: Self- Certification.

Verification: Verification to be conducted by District or Region.

Records

Retention 3 years (USCG).

5 years (EPA).

Location: With On-Scene Coordinator.

Evaluation: Self-evaluation.

Credit: Credit should be taken for this exercise when conducted in conjunction with other exercises as long as all objectives are met, the exercise is evaluated, and a proper record is generated. Credit should be taken for an actual spill response when these objectives are met, the response is evaluated, and a proper record is generated.

Equipment Deployment Exercises

Area

Applicability: Area Committee.

Frequency: Annually.

Initiating Authority: On-Scene Coordinator.

Participating Elements: Local area response community (appropriate federal, state and local response agencies).

Scope: Deploy and operate Coast Guard and EPA "first aid" response equipment and the Coast Guard's prepositioned equipment. All of the "first aid" equipment or that which is necessary to respond to an average most probable discharge in the Area, whichever is less, should be deployed annually.

All response personnel must be included in a comprehensive training program, and all response equipment in a comprehensive maintenance program. Credit should be taken for deployment of equipment during training. The maintenance program must ensure that the equipment is periodically inspected and maintained in good operating condition in accordance with the manufacturer's recommendations and best commercial practices.

Objectives: Demonstrate the ability of the response personnel to deploy and operate the equipment.

Ensure that the response equipment is in proper working order.

Certification: Self-certification.

Verification: District or Region.

Records:

Retention: 3 years (USCG).

5 years (EPA).

With On-Scene Coordinator.

Evaluation: Self-evaluation.

Credits: Plan holder should take credit for this exercise when conducted in conjunction with other exercises as long as all objectives are met, the exercise is evaluated, and a proper record is generated. Credit should be taken for an actual spill response when these objectives are met, the response is evaluated, and a proper record is generated.

Area Exercises

Area

Applicability: Area Response community.

Frequency: Triennially for each area.

Initiating Authority: U.S. Coast Guard, EPA and Industry.

Participating Elements: Appropriate Federal, state, and local government, and industry and other members of the response community.

Scope: Area exercises will exercise the Area Response Community.

Objectives: Exercise the Area Contingency Plan, along with selected industry response plans.

Exercise the response management system identified in the ACP and, to the extent possible, the unified command with the appropriate participants.

Exercise the area and industry spill management teams.

Deploy adequate response equipment for the exercise scenario. At a minimum, the scenario must involve exercise of Tier I Worst Case discharge capability.

Format: Total annual exercises would consist of the following-

> 6 government-led exercises; and

> 14 industry-led.

Total = 20 Area Exercises Per Year.

Area exercises should be *approximately* 8 - 12

hours in duration.

Exercise scenario to be developed by the exercise design team.

To simulate realism, the exercise should be conducted in the command post that would be utilized for a spill response, whenever possible.

Exercise may be in real or limited compressed time, and may start at any point during an incident, as determined by the Exercise Design Team. Flexibility should be allowed, to ensure the exercise objectives are met.

Lessons learned from the exercise should be incorporated into the PREP Lessons Learned System (e.g., CGSAILS), whenever possible.

Certification: The On-Scene Coordinator will certify completion of the area exercise. In certifying the area exercise, the On-Scene Coordinator will consider the following-

> The area exercise was conducted.

> The area exercise met the objectives outlined in the PREP guidelines.

> The area response community was exercised for spill response preparedness.

Industry plan holders should take credit for all of the exercises completed during the area exercise. These exercises shall be self-certified by the plan holder.

Verification: Verification to be done by the National Scheduling Coordinating Committee.

Records

Retention: 3 years (USCG).

5 years (EPA).

Location: On Scene Coordinator.

Evaluation: Joint evaluation team to be comprised of the federal government (U.S. Coast Guard, EPA, RSPA or MMS) state and industry.

Scheduling: Scheduling of area exercises will be done by the NSCC, utilizing input from the On-Scene Coordinator, Area Committee and Regional Response Team, in consultation with the industry. A 3-year schedule of PREP Area exercises will be published in the federal register as a public forum for government and industry input to the scheduling process.

Appendix A: Internal Exercise Documentation Forms

The following sample documentation forms are provided to give plan holders an idea of how to document the internal PREP exercises. These sample forms, are provided only as guidance. Plan holders do not have to include all of the information presented on these forms nor do they have to use these exact forms. Plan holders may choose to develop their own forms. Documentation should be completed within 60 days of exercise completion. Documentation should include, as a minimum, the following information:

- The type of exercise;
- Date and time of the exercise;
- A description of the exercise;
- The objectives met in the exercise;
- The components of the response plan exercised; and
- Lessons learned along with procedures and schedules for implementing lessons learned.

Internal Exercise Documentation Form

Notification Exercise

1. Date performed:_____

2. Exercise or actual response?_____

3. Vessel/Facility/Pipeline/Offshore Facility initiating exercise: _____

4. Name of person notified_____
   Is this person identified in your response plan as qualified individual Or designee?_____

5. Time initiated: _____
   Time in which qualified individual or designee responded _____

6. Method used to contact:
   ____Telephone
   ____Pager
   ____Radio
   ____Other _____

7. Description of notification procedure:
   _____
   _____
   _____
   _____
   _____

8. Identify which of the 15 core components of your response plan were exercised during this particular exercise:
   _____
   _____
   _____
   _____

_____
Certifying Signature

Retain this form for a minimum of 3 years (for USCG/RSPA/MMS) or 5 years (for EPA).

For vessel qualified individual notification, ensure log entry is also made and retained for a minimum of 3 years.

Internal Exercise Documentation Form

Emergency Procedures Exercise

1. Date performed: _____
2. Exercise or actual response ? _____
   If an exercise, announced or unannounced? _____
3. Location: _____
4. Vessel/Barge/Facility name: _____
5. Time started: _____
   Time completed: _____
6. Sections of Vessel/Barge/Facility emergency procedures exercised (i.e., response to collision, response to oil spill on deck, response to vessel fire, etc.)? _____
   _____
   _____
   _____
7. Description of exercise: _____
   _____
   _____
   _____
8. Identify which of the 15 core components of your response plan were exercised during this particular exercise: _____
   _____
   _____
   _____
   _____
   _____

Emergency Procedures Exercise (continued)

9. Attach a description of lesson(s) learned, procedures and schedule for implementation, and person(s) responsible for follow up of corrective measures.

_____
Certifying Signature

Retain this form for a minimum of 3 years (for USCG/RSPA/MMS) and 5 years (for EPA).

For manned vessels, ensure log entry is made and retained for 3 years.

Internal Exercise Documentation Form

Spill Management Team Tabletop Exercise

1. Date(s) performed: _____

2. Exercise or actual response? _____
If an exercise, announced or unannounced? _____

3. Location of tabletop: _____

4. Time started: _____
Time completed: _____

5. Response plan scenario used (check one):
_____Average most probable discharge
_____ Maximum most probable discharge
_____ Worst case discharge
_____ Size of (simulated) spill-bbls/gals

6. Describe how the following objectives were exercised:

a) Spill management team's knowledge of oil-spill response plan:
_____
_____
_____
_____
_____
_____

b) Proper notifications:
_____
_____
_____
_____
_____
_____

Spill Management Team Tabletop Exercise (continued)

c) Communications system:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

d) Spill management team's ability to access contracted oil spill removal organizations:

_____
_____
_____
_____
_____
_____
_____
_____

e) Spill management team's ability to coordinate spill response with On-Scene Coordinator, state and applicable agencies:

_____
_____
_____
_____
_____
_____
_____
_____

f) Spill management team's ability to access sensitive site and resource information in the Area Contingency Plan:

_____
_____
_____
_____

Spill Management Team Tabletop Exercise (continued)

_____
_____

7. Identify which of the 15 core components of your response plan were exercised during this particular exercise:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

8. Attach a description of lesson(s) learned, procedures and schedule for implementation, and person(s) responsible for follow up of corrective measures.

_____
Certifying Signature

Retain this form for a minimum of 3 years (for USCG/RSPA/MMS) or 5 years (for EPA).

Internal Exercise Documentation Form

Equipment Deployment Exercise

1. Date(s) performed: _____

2. Exercise or actual response? _____
   If an exercise, announced or unannounced? _____

3. Deployment location(s):

4. Time started: _____
   Time OSRO/HSRO called_____
   Time on-scene_____
   Time boom deployed_____
   Time recovery equipment arrives on-scene_____

   Time completed: _____

5. Equipment deployed was:
_____Facility-owned
_____OSRO/HSRO-owned if so, which OSRO/HSRO?_____
_____Both

Equipment Deployment Exercise (continued)

6. List type and amount of all equipment (e.g., boom and skimmers) deployed and number of support personnel employed:

7. Describe goals of the equipment deployment and list any Area Contingency Plan strategies tested. (Attach a sketch of equipment deployments and booming strategies):

8. For deployment of facility-owned equipment, was the amount of equipment deployed at least the amount necessary to respond to your facility's average most probable spill?

   Was the equipment deployed in its intended operating environment?

Equipment Deployment Exercise (continued)

9. For deployment of OSRO/HSRO-owned equipment, was a representative sample (at least 1000 feet of each boom type and at least one of each skimmer type) deployed?

_____
_____
_____
_____

Was the equipment deployed in its intended operating environment?

_____
_____
_____

10. Are all facility personnel that are responsible for response operations involved in a comprehensive training program, and all pollution response equipment involved in a comprehensive maintenance program? _____

_____
_____
_____

If so, describe the program:_____

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Date of last equipment inspection: _____

11. Was the equipment deployed by personnel responsible for its deployment in the event of an actual spill? _____

12. Was all deployed equipment operational? If not, why not?

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

13. Identify which of the 15 core components of your response plan were exercised during this particular exercise: _____

_____
_____
_____
_____
_____
_____
_____
_____

14. Attach a description of lesson(s) learned, procedures and schedule for implementation, and person(s) responsible for follow up of corrective measures.

_____
Certifying Signature

Retain this form and other documentation related to this exercise on file for a minimum of 3 years (for USCG/RSPA/MMS) or for a minimum of 5 years (for EPA).

Triennial CYLCLE Documentation FORM

													Core Components														
					Year								Notification	Staff Mobilization	Operate in RMS	Discharge Contained	Assessment	Containment	Recovery	Protection	Disposal	Communications	Transportation	Personnel Support	Equipment Maint.	Procurement	Documentation
	CY				CY				CY																		
	Quarters				Quarters				Quarters																		
	1	2	3	4	5	6	7	8	9	10	11	12															
QI Notification																											
Emergency Procedures																											
SMT Tabletop																											
Equipment Deployment																											
OSRO/HSRO Equipment Deployment																											
Gov't-initiated Unnannounced																											
Area Exercise																											

For each quarter in which an exercise was completed, mark that with an "X" then mark each core component tested during an exercise.

APPENDIX B:
RESPONSE PLAN CORE COMPONENTS

During each triennial cycle, all components of a plan holder's response plan must be exercised at least once. The purpose of this requirement is to ensure that all plan components function adequately for response to an oil spill.

The 15 core components listed below are the types of components that must be exercised. However, these components may not be contained in each response plan. As such, the plan holder shall identify those that are applicable from this list, adding or deleting as appropriate.

1. Notifications: Test the notifications procedures identified in the Area Contingency Plan and the associated Responsible Party Response Plan.

2. Staff Mobilization: Demonstrate the ability to assemble the spill response organization identified in the Area Contingency Plan and associated Responsible Party Response Plan.

3. Ability to Operate Within the Response Management System Described in the Plan:

   3.1 **Unified Command:** Demonstrate the ability of the spill response organization to work within a unified command

   3.1.1 Federal Representation: Demonstrate the ability to consolidate the concerns and interests of the other members of the unified command into a unified strategic plan with tactical operations.

   3.1.2 State Representation: Demonstrate the ability to function within the unified command structure.

   3.1.3 Local Representation: Demonstrate the ability to within the unified command structure.

   3.1.4 Responsible Party Representation: Demonstrated(to function within the unified command structure

RESPONSE PLAN CORE COMPONENTS (continued)

3.2. **Response Management System:** Demonstrate the ability of the response organization to operate within the framework of the response management system identified in their respective plans.

3.2.1 Operations: Demonstrate the ability to coordinate or direct operations related to the implementation of action plans contained in the respective response and contingency plans developed by the unified command.

3.2.2 Planning: Demonstrate the ability to consolidate the various concerns of the members of the unified command into joint planning recommendations and specific long-range strategic plans. Demonstrate the ability to develop short-range tactical plans for the operations division.

3.2.3 Logistics: Demonstrate the ability to provide the necessary support of both the short-term and long-term action plans.

3.2.4 Finance: Demonstrate the ability to document the daily expenditures of the organization and provide cost estimates for continuing operations.

3.2.5 Public Affairs: Demonstrate the ability to form a joint information center and provide the necessary interface between the unified command and the media.

3.2.6 Safety Affairs: Demonstrate the ability to monitor all field operations and ensure compliance with safety standards.

3.2.7 Legal Affairs: Demonstrate the ability to provide the unified command with suitable legal advice and assistance.

4. **Source Control:** Demonstrate the ability of the spill response organization to control and stop the discharge at the source.

   4.1 Salvage: Demonstrate the ability to assemble and deploy salvage resources identified in the response plan.

   4.2 Firefighting: Demonstrate the ability to assemble and deploy the firefighting resources identified in the response plan.

RESPONSE PLAN CORE COMPONENTS (continued)

4.3 Lightering: Demonstrate the ability to assemble and deploy the lightering resources identified in the response plan.

4.4 Other salvage equipment and devices: (electrical and manual controls and barriers to control the source) Demonstrate the ability to assemble and deploy the other salvage devices identified in the response plan

5. **Assessment:** Demonstrate the ability of the spill response organization to provide an initial assessment of the discharge and provide continuing assessments of the effectiveness of the tactical operations.

6. **Containment:** Demonstrate the ability of the spill response organization to contain the discharge at the source or In various locations for recovery operations.

7. **Recovery:** Demonstrate the ability of the spill response organization to recover, mitigate, and remove the discharged product. Includes mitigation and removal activities, e.g. dispersant use, ISB use, and bioremediation use.

   7.1 On-Water Recovery: Demonstrate the ability to assemble and deploy the on-water response resources identified In the response plans.

   7.2 Shore-Based Recovery: Demonstrate the ability to assemble and deploy the shoreside response resources identified in the response plans.

8. **Protection:** Demonstrate the ability of the spill response organization to protect the environmentally and economically sensitive areas identified in the Area Contingency Plan and the respective industry response plan.

   8.1 Protective Booming: Demonstrate the ability to assemble and deploy sufficient resources to implement the protection strategies contained in the Area Contingency Plan and the respective industry response plan.

RESPONSE PLAN CORE COMPONENTS (continued)

8.2 Water Intake Protection: Demonstrate the ability to quickly identify water intakes and implement the proper protection procedures from the Area Contingency Plan or develop a plan for use.

8.3 Wildlife Recovery and Rehabilitation: Demonstrate the ability to quickly identify these resources at risk and implement the proper protection procedures from the Area Contingency Plan to develop a plan for use.

8.4 Population Protection (Protect Public Health and Safety): Demonstrate the ability to quickly identify health hazards associated with the discharged product and the population at risk from these hazards, and to implement the proper protection procedures from the Area Contingency Plan or develop a plan for use.

9. **Disposal:** Demonstrate the ability of the spill response organization to dispose of the recovered material and contaminated debris.

10. **Communications:** Demonstrate the ability to establish an effective communications system for the spill response organization.

    10.1 Internal Communications: Demonstrate the ability to establish an intra-organization communications system. This encompasses communications at the command post and between the command post and deployed resources.

    10.2 External Communications: Demonstrate the ability to establish communications both within the response organization and other entities (e.g., RRT, claimants, media, regional or HQ agency offices, non-governmental organizations, etc.).

11. **Transportation:** Demonstrate the ability to provide effective multi-mode transportation both for execution of the discharge and support functions.

    11.1 Land Transportation: Demonstrate the ability to provide effective land transportation for all elements of the response.

RESPONSE PLAN CORE COMPONENTS (continued)

11.2 Waterborne Transportation: Demonstrate the ability to provide effective waterborne transportation for all elements of the response.

11.3 Airborne Transportation: Demonstrate the ability to provide the necessary support of all personnel associated with the response.

12. **Personnel Support:** Demonstrate the ability to provide the necessary support of all personnel associated with the response.

12.1 Management: Demonstrate the ability to provide administrative management of all personnel involved in the response. This requirement includes the ability to move personnel into or out of the response organization with established procedures.

12.2 Berthing: Demonstrate the ability to provide overnight accommodations on a continuing basis for a sustained response.

12.3 Messing: Demonstrate the ability to provide suitable feeding arrangements for personnel involved with the management of the response.

12.4 Operational and Administrative Spaces: Demonstrate the ability to provide suitable operational and administrative spaces for personnel involved with the management of the response.

12.5 Emergency Procedures: Demonstrate the ability to provide emergency services for personnel involved in the response.

13. **Equipment Maintenance and Support:** Demonstrate the ability to maintain and support all equipment associated with the response.

13.1 Response Equipment: Demonstrate the ability to provide effective maintenance and support for all response equipment.

RESPONSE PLAN CORE COMPONENTS (continued)

13.2 Response Equipment: Demonstrate the ability to provide effective maintenance and support for all equipment that supports the response. This requirement includes communications equipment, transportation equipment, administrative equipment, etc.

14. **Procurement:** Demonstrate the ability to establish an effective procurement system.

14.1 Personnel: Demonstrate the ability to procure sufficient personnel to mount and sustain an organized response. This requirement includes insuring that all personnel have qualifications and training required for their position within the response organization.

14.2 Response Equipment: Demonstrate the ability to procure sufficient response equipment to mount and sustain an organized response.

14.3 Support Equipment: Demonstrate the ability to procure sufficient support equipment to support and sustain an organized response.

15. **Documentation:** Demonstrate the ability of the spill response organization to document all operational and support aspects of the response and provide detailed records of decisions and actions taken