



U.S. Department
of Transportation

**Pipeline and Hazardous
Materials Safety Administration**

1200 New Jersey Avenue, S.E.
Washington, D.C. 20590

The following Oil Spill Response Plan has been submitted to the Department of Transportation (DOT) Pipeline Hazardous Materials Safety Administration (PHMSA) in HyperText Markup Language (HTML) format, and has since been converted to Portable Document Format (PDF) form. Any hyperlink included in the PDF file is NOT functional, and materials referenced in the links have been attached as an addendum at the end of the document.



**Southwestern Response Zone
Spill Response Plan**



**Southwestern Response Zone
Spill Response Plan**



**Southwestern Response Zone
Spill Response Plan**

Developed by:



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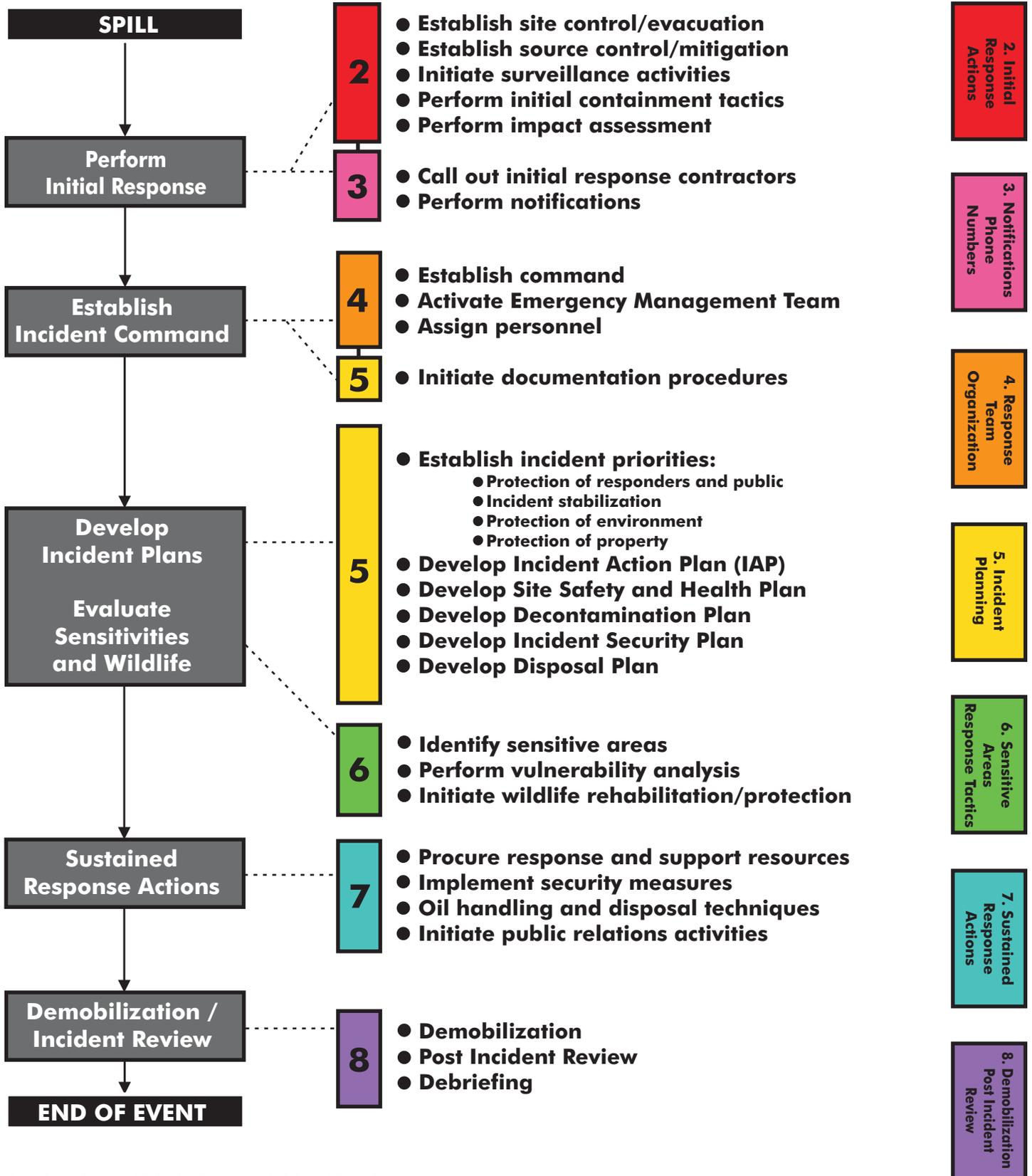


Southwestern Response Zone, TX
 Spill Response Plan
 6 Desta Drive, Suite 6600
 Midland, TX 79705

Developed by:



Response Procedures Flow Chart



Southwestern Response Zone

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RECORD OF CHANGES

Changes to this Plan will be documented on this page. Plan review and modifications will be initiated and coordinated by the Business Unit Health, Safety, Security & Environmental (HSS&E) Department in conjunction with the Area Supervisor/Manager of Operations.

DATE OF CHANGE	DESCRIPTION OF CHANGE	PAGE NUMBER

SECTION 1

INTRODUCTION

Last revised: May 2008

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Figure 1-1 - Distribution List

Figure 1-2 - Information Summary

Figure 1-3 - Overview Map

Figure 1-4 - Pipeline System Overview Map

1.1 Purpose / Scope of Plan

1.2 Plan Review and Update Procedure

1.3 Certification of Adequate Resources

1.4 Agency Submittal / Approval Letters

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FIGURE 1-1 - DISTRIBUTION LIST

PLAN HOLDER	ADDRESS	NUMBER OF COPIES			
		PAPER	DISTRIBUTION DATE	ELECTRONIC	DISTRIBUTION DATE
Colorado City District Office (Greg Wood)	2932 County Road 4156 Hermleigh, TX 79526	1			
Wayne E. Roberts	6 Desta Drive, Suite 6600 Midland, TX 79705	1			
Brad Fivecoat	6 Desta Drive, Suite 6600 Midland, TX 79705	1			
Southwestern Division Office (David Woodruff)	6 Desta Drive, Suite 6600 Midland, TX 79705	1			
U.S. Environmental Protection Agency, Region VI	1445 Ross Ave. Dallas, TX 75202-2733	1			
Permian Pipeline East District Office (Howard Thomas)	1218 S. County Rd. 1150 Midland, TX 79706	1			
Permian Pipeline North District Office (Gary Crutcher)	2530 State Hwy. 214 Denver City, TX 79323	1			
Albuquerque Pipeline District Office (Charles Manis)	1204 Main St. NE Los Lunas, NM 87031	1			
Southern Division Office (Jimmy Sheppard)	2110 Harding St. Wichita Falls, TX 76305	1			
Wichita Falls Basin District Office (Cloyd Marsh)	2110 Harding St. Wichita Falls, TX 76305	1			

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FIGURE 1-1 - DISTRIBUTION LIST

PLAN HOLDER	ADDRESS	NUMBER OF COPIES			
		PAPER	DISTRIBUTION DATE	ELECTRONIC	DISTRIBUTION DATE
Midland Basin District Office (Jack Bryant)	1301 S. County Rd. 1150 Midland, TX 79706	1			
Jerry Green - Safety	1301 S. County Rd. 1150 Midland, TX 79706	1			
Johnny Wright - Safety	3705 E. Hwy. 158 Midland, TX 79706	1			
El Paso Office (Miguel Montes)	6325 Trowbridge St. El Paso, TX 79905	1			
Sherri Adkins	1301 S. County Rd. 1150 Midland, TX 79706	1			
Albuquerque Office, Attn: Dwayne Greaser	3200 Broadway SE Albuquerque, NM 87105	1			
Pipeline Control (Billy Welch)	3705 E. Hwy. 158 Midland, TX 79706	1			
Permian Pipeline South District Office (Bill Baird)	601 North Pyote Wink, TX 79789	1			
Emergency Response Trailer #5859 - Midland Basin	1301 S. County Rd. 1150 Midland, TX 79706	1			
Emergency Response Trailer #5820 - Colorado City	2932 County Road 4156 Hermleigh, TX 79526	1			

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FIGURE 1-1 - DISTRIBUTION LIST

PLAN HOLDER	ADDRESS	NUMBER OF COPIES			
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Emergency Response Trailer #5851 - Wichita Falls	2110 Harding St. Wichita Falls, TX 76305	1			
Emergency Response Trailer #5852 - Wichita Falls	2110 Harding St. Wichita Falls, TX 76305	1			
Emergency Response Mobile Command Center #5834	2110 Harding St. Wichita Falls, TX 76305	1			
Emergency Response Trailer #9451 - Colorado City	2932 County Road 4156 Hermleigh, TX 79526	1			
Emergency Response Trailer #5804 - Permian Pipeline North (Denver City)	1662 FM 1939 Denver City, TX 79323 (Wasson Station)	1			
Emergency Response Trailer #8712 - El Paso	6325 Trowbridge St. El Paso, TX 79905	1			
Emergency Response Trailer #8894 - Permian Pipeline North	1662 FM 1939 Denver City, TX 79323 (Wasson Station)	1			
Emergency Response Trailer #9137 - Albuquerque	3200 Broadway SE Albuquerque, NM 87105	1			
Emergency Response Trailer #8840 - Iatan	1806 East Howard field Rd. Coahoma, TX 79511	1			
Emergency Response Trailer #8478 - Permian Pipeline South	Highway 18 & Tank Farm Road Monahans, TX 79756	1			

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FIGURE 1-1 - DISTRIBUTION LIST

PLAN HOLDER	ADDRESS	NUMBER OF COPIES			
		PAPER	DISTRIBUTION DATE	ELECTRONIC	DISTRIBUTION DATE
Emergency Response Trailer #8504 - Permian Pipeline South	19 Tank Farm Lane Jal, NM 88252	1			
Emergency Response Trailer #8508 - Permian Pipeline East	Highway 67 & Shell Road McCamey, TX 79752	1			
Office of Pipeline Safety, Attn: Melanie Barber, Environmental Planning Officer	1200 New Jersey Avenue, S.E., Room E22-210 Washington, D.C. 20590	0		2	
Emergency Response Trailer #5808 - Permian Pipeline East	1218 SCR 1150 Midland, TX 79706	1			

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FIGURE 1-2 - INFORMATION SUMMARY

Owner:	Plains Pipeline, L.P. 333 Clay Street Houston, TX 77002 (713) 646-4100, (800) 708-5071*	
Operator:	Plains Pipeline, L.P. 333 Clay Street Houston, TX 77002 (713) 646-4100, (800) 708-5071*	
Zone Name:	Southwestern Response Zone	
Zone Mailing Address:	6 Desta Drive, Suite 6600 Midland, TX 79705	
Zone Telephone/Fax:	(432) 687-8921 /	
Qualified Individuals:		Work
	Bill Baird Permian PL South District Manager Operations Section Chief (432) 527-3497 (Office) (b) (6) (Home) (432) 940-5022 (Mobile)	601 N. Pyote Wink, TX 79789
	Jack Bryant Midland District Manager Operations Section Chief (432) 682-5393 (Office) (b) (6) (Home) (432) 413-8079 (Mobile)	1301 S. County Rd. 1150 Midland, TX 79706
	Gary Crutcher Permian PL North District Manager Operations Section Chief (806) 592-7629 (Office) (b) (6) (Home) (806) 543-8050 (Mobile)	2530 State Hwy. 214 Denver City, TX 79323
	Roddy Hughes Southwest Division Asst. Mgr. Operations Chief (432) 686-1707 (Office) (b) (6) (Home) (432) 413-9831 (Mobile)	3705 E. Hwy. 158 Midland, TX 79706
	Joel Jones Southern Division Asst. Mgr. Incident Commander (940) 766-8967 (Office) (b) (6) (Home) (432) 413-8097 (Mobile)	2110 Harding St. Wichita Falls, TX 76305
	Charles Manis ALB District Manager Operations Section Chief (505) 865-9238 (Office) (b) (6) (Home) (505) 206-6937 (Mobile)	1204 Main St. NE Los Lunas, NM 87031

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FIGURE 1-2 - INFORMATION SUMMARY

Qualified Individuals:	Work	
	Cloyd Marsh Wichita Falls District Manager Incident Commander (940) 766-8901 (Office) (b) (6) (Home) (432) 413-8096 (Mobile)	2110 Harding St. Wichita Falls, TX 76305
	Rick McMichael Director, Eastern Region Operations Incident Commander (713) 646-4130 (Office) (Home) (713) 254-5385 (Cell) (601) 466-5455 (Mobile)	333 Clay Street Houston, TX 77002
	Mark W. Olson Director Western Region Operations (713) 646-4446 (Office) (Home) (281) 435-4957 (Mobile)	333 Clay St. Houston, TX 77002
	Jimmy Sheppard Southern Division Manager Incident Commander (940) 766-8902 (Office) (b) (6) (Home) (432) 413-8071 (Mobile)	2110 Harding St. Wichita Falls, TX 76305
	Howard Thomas Permian PL East District Manager Operations Section Chief (432) 687-6900 (Office) (b) (6) (Home) (432) 559-0840 (Mobile)	1218 S. County Rd. 1150 Midland, TX 79706
	Greg Wood Colorado City District Manager Incident Commander (325) 794-9902 (Office) (b) (6) (Home) (325) 665-5836 (Mobile)	501 North St. Tye, TX 79563
	David Woodruff SW Division Manager Incident Commander (432) 686-1777 (Office) (b) (6) (Home) (432) 312-1263 (Mobile)	3705 E. Hwy. 158 Midland, TX 79706

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FIGURE 1-2 - INFORMATION SUMMARY, CONTINUED

Line Sections/ Products Handled: (Refer to Product Characteristic and Hazards, FIGURE C.6-1)	SECTION	PRODUCTS	TOTAL SEGMENT MILEAGE	COUNTIES / PARISH	STATE
		Mesa to Midland Basin Delivery	Crude Oil	1.314	Midland
	Basin System 20"	Crude Oil	5.454	Lea	NM
	Basin System 20"/ 22" TX/NM State Line to Wichita Falls Station	Crude Oil	378.6	Winkler, Ector, Midland, Glasscock, Martin, Howard, Mitchell, Scurry, Fisher, Haskell, Throckmorton, Baylor, Wichita	TX
	Conoco-Wichita Falls	Crude Oil	4.9	Wichita	TX
	Valero Delivery	Crude Oil	0.23	Wichita	TX
	Iatan Gathering	Crude Oil	262.68	Howard, Mitchell, Scurry, Glasscock, Sterling	TX
	Lamesa Scurry	Crude Oil	135.73	Dawson, Martin, Borden, Scurry, Howard	TX
	Garza Gathering	Crude Oil	51.80	Borden, Garza, Scurry	TX
	Rocker "A" Gathering	Crude Oil	10.63	Garza	TX
	Driver Spraberry Gathering	Crude Oil	61.03	Midland, Glasscock	TX
	Garden City Gathering	Crude Oil	54.91	Glasscock, Sterling	TX
	Iraan-Midland Pipeline	Crude Oil	98.79	Upton, Crockett, Crane, Midland	TX
	Mesa Pipeline	Crude Oil	79.65	Scurry, Mitchell, Howard, Martin, Glasscock, Midland	TX
	Spraberry Gathering	Crude Oil	337.05	Dawson, Martin, Andrews, Howard, Midland, Glasscock, Upton, Reagan	TX
	Stiles Gathering	Crude Oil	111.05	Irion, Reagan	TX

Crane Pipeline	Crude Oil	123.82	Crockett, Pecos, Crane, Upton, Ector	TX
Lamesa Munger Pipeline	Crude Oil	126.79	Martin, Midland, Andrews, Ector	TX
Lamesa Sundown Pipeline	Crude Oil	199.91	Martin, Andrews, Midland, Ector	TX
West Texas Pipeline	Crude Oil	80.61	Mitchell, Howard, Upton, Glasscock, Reagan, Sterling	TX

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FIGURE 1-2 - INFORMATION SUMMARY, CONTINUED

Line Sections/ Products Handled: (Refer to Product Characteristic and Hazards, FIGURE C.6-1)	SECTION	PRODUCTS	TOTAL SEGMENT MILEAGE	COUNTIES / PARISH	STATE
	Permian Basin Gathering	Crude Oil	577.54	Lea (NM); Yoakum, Terry, Hockley, Gaines, Hale, Lubbock, Crane, Upton, Ector, Crockett, Pecos, Ward (TX)	NM, TX
	West Texas Gathering	Crude Oil	371.81	Crane, Upton, Midland, Ector, Winkler, Andrews, Ward	TX
	Dollarhide Gathering	Crude Oil	19.50	Andres, Winkler	TX
	Mentone/Slash Porterville	Crude Oil	19.50	Loving	TX
	Foster Gathering	Crude Oil	61.665	Ector	TX
	Eunice Pipeline & Gathering	Crude Oil	253.16	Lea (NM); Andrews	NM, TX
	Hobbs Pipeline & Gathering	Crude Oil	196.94	Lea (NM), Eddy (NM); Winkler (TX)	NM, TX
	El Paso to Engle	Refined Products	115.317	El Paso (TX); Don Ana, Sierra, (NM)	TX, NM
	Engle to Albuquerque	Refined Products	132.688	Sierra, Socorro, Valencia, Bernallilo	NM
Belen Lateral	Refined Products	4.775	Valencia	NM	
Juarez Pipeline	Refined Products	2.841	El Paso	TX	
Benedum	Crude Oil	24.341	Upton	TX	

The information contained in this Plan is intended to be used as guidelines for the spill responder. Actual circumstances will vary and will dictate the procedures to be followed, some of which may not be included in this manual.

NOTE: For further information on the Qualified Individuals' training and qualifications, refer to **SECTION 4.5** and **APPENDIX A.2** in this Plan.

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FIGURE 1-2 - INFORMATION SUMMARY, CONTINUED

Description of Zone:	The pipeline carries refined oil (including Crude Oil) in the areas shown in FIGURE 1-3 and FIGURE 1-4 .
Response Zone Consists of the Following Counties:	TX: Howard, Childress, Hardeman, Crane, Andrews, Ector, Glasscock, Stonewall, Haskell, Knox, Crockett, Dawson, Terry, Upton, Wilbarger, Wichita, Clay, Archer, Baylor, King, Throckmartin, Jones, Fisher, Scurry, Borden, Gaines, Garza, Yoakum, Hockley, Lubbock, Hale, Martin, Mitchell, Nolan, Taylor, Callahan, Eastland, Sterling, Midland, Winkler, Loving, Ward, Reagan, Irion, Pecos, El Paso. NM: Lea, Eddy, Dona Ana, Sierra, Socorro, Valencia, Bernalillo.
Alignment Maps (Piping, Plan Profiles):	Maintained at: Plains Pipelines Houston, Texas Corporate office
Worst Case Discharge:	(b) (7)(F)
Spill Detection and Mitigation Procedures:	Refer to SECTION 2 and APPENDIX C .
Statement of Significant and Substantial Harm:	Facilities that present potential "significant and substantial harm" to the environment in the event of spills are defined by 49 Code of Federal Regulations (CFR) Part 194 as those which: Have a diameter of greater than 6 5/8 inches outside nominal diameter. Are greater than 10 miles in length. Have a release greater than 1000 barrels (bbls) within the previous 5 years. Contain electric resistance welded pipe manufactured before 1970 that is operated at a street level greater than 50 percent of the line's specified minimum yield strength. Are located within a 5-mile radius of a potentially affected drinking water intake. Are located within a 1-mile radius of a potentially affected environmentally sensitive area. The PLAINS system is determined to pose a risk of significant and substantial harm because of the diameter, length, and proximity to drinking water supplies and environmentally sensitive areas.
PHMSA #:	1582
Date Prepared:	

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FIGURE 1-3 - Southwestern Response Zone OVERVIEW MAP

[Click here to view - Southwestern Response Zone Overview Map](#)

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FIGURE 1-4 - PIPELINE SYSTEM OVERVIEW MAP

[Click here to view - Pipeline System Overview Map](#)

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1.1 PURPOSE / SCOPE OF PLAN

The purpose of this Spill Response Plan (Plan) is to provide guidelines to quickly, safely, and effectively respond to a spill. The Pipeline is owned and operated by Plains Pipeline, L.P., herein referred to as "Company."

This Plan is intended to satisfy the requirements of the Oil Pollution Act of 1990 (OPA 90), and has been prepared in accordance with the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) and applicable Area Contingency Plans (ACP), EPA Region VI Regional Contingency Plan, EPA Region VIII Regional Contingency Plan. Specifically, this Plan is intended to satisfy:

- Pipeline and Hazardous Materials Safety Administration (PHMSA), U.S. Department of Transportation requirements for an OPA 90 plan (49 CFR 194)

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1.2 PLAN REVIEW AND UPDATE PROCEDURE

In accordance with 49 CFR Part 194.121, this Plan will be reviewed annually and modified to address new or different operating conditions or information included in the Plan. Upon review of the response plan for each five-year period, revisions will be submitted to PHMSA provided the changes to the current plan are needed, or a letter stating that the plan is still current. Company internal policy states that the Plan will be reviewed at least annually and modified as appropriate. In the event the Company experiences a Worst Case Discharge, the effectiveness of the plan will be evaluated and updated as necessary. If a new or different operating condition or information would substantially effect the implementation of the Plan, the Company will modify the Plan to address such a change and, within 30 days of making such a change, submit the change to PHMSA. Examples of changes in operating conditions that would cause a significant change to the Plan include:

CONDITIONS REQUIRING REVISIONS AND SUBMISSIONS	DOT
Relocation or replacement of the transportation system in a way that substantially affects the information included in the Plan, such as a change to the Worst Case Discharge volume.	X
A change in the type of oil handled, stored, or transferred that materially alters the required response resources.	X
A change in key personnel (Qualified Individuals).	X
A change in the name of the Oil Spill Removal Organization (OSRO).	X
Any other changes that materially affect the implementation of the Plan.	X
A change in the NCP or ACP that has significant impact on the equipment appropriate for response activities.	X

HSE Department will coordinate with Terminal Management to support the plan review and update procedures.

The most current version of the plan is always the electronic copy. Revisions to the site-specific information are made through the password protected maintenance interface. The date at the beginning of each Section indicates the last date that Section was revised. Any revisions made after that date need to be reprinted and inserted in to the paper copy of the plan.

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1.3 CERTIFICATION OF ADEQUATE RESOURCES

CERTIFICATION
Pursuant to the Clean Water Act Section 311(j)(5)(F)
Plains Pipeline, L.P.

The Plains Pipeline, L.P., hereby certify to the Pipeline and Hazardous Materials Safety Administration of the Department of Transportation that they have obtained, through contract or other approved means, the necessary private personnel and equipment to respond, to the maximum extent practicable, to a worst case discharge or a substantial threat of such a discharge.



Troy E. Valenzuela
VP EH&S

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1.4 AGENCY SUBMITTAL / APPROVAL LETTERS

[Click here to view PHMSA Submittal 06/28/2011](#)

SECTION 2

INITIAL RESPONSE ACTIONS

Last Revised: May 2008

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2.1 Spill Response

Figure 2.1-1 - Spill Response Action Checklist

2.1.1 Spill Detection and Mitigation Procedures

Figure 2.1-2 - Spill Mitigation Procedures

2.1.2 Spill Surveillance Guidelines

Figure 2.1-3 - Spill Surveillance Checklist

2.1.3 Spill Volume Estimating

Figure 2.1-4 - Spill Estimation Factors

2.1.4 Estimating Spill Trajectories

2.1.5 Initial Containment Actions

2.1.6 Safety Considerations

2.2 Evacuation

2.3 Tornado

2.4 Flood

2.5 Medical

2.6 Bomb Threat

2.7 Fire and/or Explosion

2.8 Vapor Cloud

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2.1 SPILL RESPONSE

FIGURE 2.1-1 - SPILL RESPONSE ACTION CHECKLIST

RESPONSE ACTION	
First Person to Discover Spill	
Immediately notify the Operations Control Center and local Supervisor.	■
Immediately shut down facility operations (if applicable). (b) (7)(F) d. Manual operated valves should be closed if safe to do so.	■
Secure the scene. Isolate the area and assure the safety of people and the environment. Keep people away from the scene and outside the safety perimeter.	■
If safe to do so, direct facility responders to shut down potential ignition sources in the vicinity of the spill, including motors, electrical pumps, electrical power, flares, etc. Keep drivers away from truck rack if spill occurs there.	■
If safe to do so, direct facility responders to shut down and control the source of the spill. Be aware of potential hazards associated with product and ensure that lower explosive limits (LELs) and air quality for breathing are within safe levels before sending personnel into the spill area.	■
Immediately notify District Operations Manager. Take appropriate action to protect life and ensure safety of personnel. Contact the appropriate local emergency responders or request the office to do so.	■
Assign initial role of Incident Commander (IC) and Safety Officer (SO). If only one person on scene, IC and SO will be one in the same person.	■
If safe to do so, direct facility responders to stabilize and contain the situation. This may include construction of minor earthen berms and/or deployment of sorbent boom and pads.	■
Contact the Division E&R/C Director or designee who will make agency notifications such as NRC either electronically or by calling 1-800-424-8802.	■
District Operations Manager	
Assume role of Incident Commander until relieved by upper Management (if applicable).	■
Evacuate nonessential personnel, notify emergency response agencies to provide security, and evacuate surrounding area (if necessary). Conduct preliminary assessment of health and safety hazards.	■
Call out Emergency Management Team and primary spill response contractors, as needed (FIGURE 3.1-5).	■
Notify the Division Operations Manager and provide an incident briefing. Evaluate the need for activating the Divisional Response Team (DRT).	■
For low flash product (<100°F), consider applying foam over the product, using water spray to reduce vapors, grounding all equipment handling the product, and using non-sparking tools.	■
If there is a potential to impact shorelines, consider lining shoreline with sorbent or diversion boom to reduce impact.	■
Notify Local Emergency Responders. Obtain the information necessary to complete the Leak Accident Report Form (FIGURE 3.1-2).	■
Make local notifications: <ul style="list-style-type: none"> ● LEPC ● Police ● Fire ● Sheriff 	■

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FIGURE 2.1-1 - SPILL / RELEASE RESPONSE ACTION CHECKLIST, CONTINUED

RESPONSE ACTION, CONTINUED	
E&R/C Division Director	
Make appropriate notifications: <ul style="list-style-type: none"> • National Response Center (800) 424-8802 • External regulatory notifications (FIGURE 3.1-5) 	■
Emergency Management Team	
Activate all or a portion of Emergency Management Team (EMT) (as necessary). The E&R/C Department will maintain contact with notified regulatory agencies.	■
Mobilize spill response contractors (if necessary). It is much better to demobilize equipment and personnel if not needed than to delay contacting them if they are needed.	■
Document all response actions taken, including notifications, agency/media meetings, equipment and personnel mobilization and deployment, and area impacted. (Refer to SECTION 5 for documentation.)	■
Water-based Spills: Initiate spill tracking and surveillance operations. Determine extent of pollution via surveillance aircraft or vehicle. Estimate volume of spill utilizing information in SECTION 2.1.3 . Send photographer / videographer, if safe. Use of dispersants requires Federal or State approval.	■
Land-based Spills: Initiate spill tracking and surveillance, if applicable.	■
SECONDARY RESPONSE ACTIONS (Refer to EMT job descriptions in SECTION 4.6)	
FACILITY-SPECIFIC RESPONSE CONSIDERATIONS (Refer to SECTION 6 for maps, tactical plans, and sensitivity information.)	

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FIGURE 2.1-1 - SPILL / RELEASE RESPONSE ACTION CHECKLIST, CONTINUED

SITE SPECIFIC ACTIONS	
DOCUMENT ALL ACTIONS TAKEN	
First Priority	
Account for all personnel and visitors.	■
Identify and assess fire/safety hazards.	■
Second Priority	
Secure spill source, if possible.	■
Assure all required notifications are conducted.	■
Secure all drainage leading from Facility.	■
Third Priority	
Once deployment of response equipment has been completed, initiate recovery of product.	■
Upon arrival of EMT, assure all information is accurate and complete prior to being released.	■
Assure proper documentation has been completed from initial discovery of spill to finish; reference SECTION 5 .	■

2.1.1 Spill Detection and Mitigation Procedures

See **APPENDIX C.1** for spill detection protocols.

Each spill mitigation situation is unique and must be treated according to the circumstance present. In every situation, however, personnel safety must be assessed as the first priority. The potential for ignition and/or toxic exposure must be promptly evaluated. Spill mitigation procedures are listed in **FIGURE 2.1-3**. Discharge volume calculations are provided in **APPENDIX C**.

FIGURE 2.1-2 - SPILL MITIGATION PROCEDURES

TYPE	MITIGATION PROCEDURE
Failure of Transfer Equipment	<ol style="list-style-type: none"> 1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk. 2. Terminate transfer operations and close block valves. 3. Drain product into containment areas (if possible). 4. Eliminate sources of vapor cloud ignition by shutting down all engines and motors.
Tank Overfill/Failure	<ol style="list-style-type: none"> 1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk. 2. Shut down or divert source of incoming flow to tank. 3. Shut down source of vapor cloud ignition by shutting down all engines and motors. 4. Ensure that dike discharge valves are closed. 5. Transfer fluid to another tank with adequate storage capacity (if possible). 6. Monitor diked containment area for leaks and potential capacity limitations. 7. Begin transferring spilled product to another tank as soon as possible.
Piping Rupture/Leak (under pressure and no pressure)	<ol style="list-style-type: none"> 1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk. 2. Shut down pumps. Close the closest block valves on each side of the rupture. 3. Drain the line back into contained areas (if possible). Alert nearby personnel of potential safety hazards. 4. Shut down source of vapor cloud ignition by shutting down all engines and motors. 5. If piping is leaking and under pressure, relieve pressure by draining into a containment area or back to a tank (if possible). Then repair line according to established procedures.
Fire/Explosion	<ol style="list-style-type: none"> 1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at risk of injury. 2. Notify local fire and police departments. 3. Attempt to extinguish fire if it is in incipient (early) stage and if it can be done safely. 4. Shut down transfer or pumping operation. Attempt to divert or stop flow of product to the hazardous area (if it can be done safely). 5. Eliminate sources of vapor cloud ignition by shutting down all engines and motors. 6. Control fire before taking steps to contain spill. <p>Also refer to fire/explosion response procedures in SECTION 2.7.</p>
Manifold Failure	<ol style="list-style-type: none"> 1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk. 2. Terminate transfer operations immediately. 3. Isolate the damaged area by closing block valves on both sides of the leak/rupture. 4. Shut down source of vapor cloud ignition by shutting down all engines and motors. 5. Drain fluids back into containment areas (if possible).

2.1.2 Spill Surveillance Guidelines

- Surveillance of an oil spill should begin as soon as possible following discovery to enable response personnel to assess spill size, movement, and potential impact locations.
- All surveillance should be done upwind of the spill.
- Dispatch observers to crossings downstream or downgradient to determine the spill's maximum reach.
- Clouds, shadows, sediment, floating organic matter, submerged sand banks, or wind-induced patterns on the water may resemble an oil slick if viewed from a distance.
- Sorbent pads may be used to detect oil on water.
- Use surface vessels to confirm the presence of any suspected oil slicks (if safe to do so); consider directing the vessels and photographing the vessels from the air, the latter to show their position and size relative to the slick.
- It is difficult to adequately observe oil on the water surface from a boat, dock, or shoreline.
- Spill surveillance is best accomplished through the use of helicopters or small planes; helicopters are preferred due to their superior visibility and maneuverability.
- If fixed-wing planes are to be used, high-wing types provide better visibility than low-wing types.
- All observations should be documented in writing and with photographs and/or videotapes.
- Describe the approximate dimensions of the oil slick based on available reference points (i.e., vessel, shoreline features, facilities); use the aircraft or vessel to traverse the length and width of the slick while timing each pass; calculate the approximate size and area of the slick by multiplying speed and time.
- Record aerial observations on detailed maps, such as topographic maps.
- In the event of reduced visibility, such as dense fog or cloud cover, boats may have to be used to patrol the area and to document the location and movements of the spill; however, this method may not be safe if the spill involves a highly flammable product.
- Surveillance also is required during spill response operations to gauge the effectiveness of response operations; to assist in locating skimmers; and to assess the spill's size, movement, and impact.
- A Spill Surveillance Checklist is provided in **FIGURE 2.1-3**.

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FIGURE 2.1-3 - SPILL SURVEILLANCE CHECKLIST

Record your observations of spilled oil either in a notebook or directly on a chart of the area under observation. This checklist is an aid for organizing your observations.

General Information	
Date:	Tidal or river stage (flood, ebb, slack, low water):
Time:	On-scene weather (wind, sea state, visibility):
Incident name:	Platform (helicopter, fixed-wing aircraft, boat, shore):
Observer's name:	Flight path/trackline:
Observer's affiliation:	Altitude where observation taken:
Location of source (if known):	Areas not observed (i.e., foggy locations, restricted air or land spaces, shallow water areas):
Oil Observations	
Slick location(s):	Color and appearance (i.e., rainbow, dull or silver sheen, black or brown in color or mousse):
Slick dimensions:	Percent coverage:
Orientation of slick(s):	Is oil recoverable (Y/N)?:
Distribution of oil (i.e., windrows, streamers, pancakes or patches):	
Considerations	
<ul style="list-style-type: none"> • During surveillance, travel beyond known impacted areas to check for additional oil spill sites. • Include the name and phone number of the person making the observations. • Clearly describe the locations where oil is observed and the areas where no oil has been seen. 	
Other Observations	
Response Operations	
Equipment deployment (general locations where equipment is working and whether the work is done in the heaviest concentration of oil):	
Boom deployment (general locations of boom, whether the boom contains oil, and whether the oil entrains under the boom):	

2.1.3 Spill Volume Estimating

Early in a spill response, estimation of spill volume is required in order to:

- Report to agencies.
- Determine liquid recovery requirements.
- Determine personnel and equipment requirements.
- Estimate disposal and interim storage requirements.

Some rapid methods to estimate spill size are:

- Transfer operations: Multiply the pumping rate by the elapsed time that the leak was in progress, plus the drainage volume of the line between the two closest valves or isolation points (volume loss = pump rate [bbls/min] x elapsed time [min] + line contents [bbl]).
- Tank overfills: Elapsed time multiplied by the pumping rate.
- Visual assessment of the surface area and thickness (**FIGURE 2.1-4**); the method may yield unreliable results because:
 - Interpretation of sheen color varies with different observers.
 - Appearance of a slick varies depending upon amount of available sunlight, sea-state, and viewing angle.
 - Different products may behave differently, depending upon their properties.

FIGURE 2.1-4 - SPILL ESTIMATION FACTORS

OIL THICKNESS ESTIMATIONS				
Standard Form	Approx. Film Thickness		Approx. Quantity of Oil in Film	
	inches	mm	gallons/mile ²	liters/km ²
Barely Visible	0.0000015	0.00004	25	44
Silvery	0.000003	0.00008	50	88
Slightly colored	0.000006	0.00015	100	179
Brightly colored	0.000012	0.0003	200	351
Dull	0.00004	0.001	666	1,167
Dark	0.00008	0.002	1,332	2,237
Thickness of light oils: 0.0010 inches to 0.00010 inches				
Thickness of heavy oils: 0.10 inches to 0.010 inches				

NOAA, 09/2000

2.1.4 Estimating Spill Trajectories

In some cases, oil spill trajectories should be estimated in order to predict direction and speed of the slick movement. Trajectory calculations provide an estimate of where oil slicks may impact shorelines and other sensitive areas, and also provide an estimate of the most effective location in which to mobilize spill response resources for protection, containment, and recovery.

Oil spill trajectories can be estimated using vector addition or with computer programs. Hand calculations typically utilize the following assumptions:

- Oil moves at approximately the same direction and speed as the water currents, unless the winds are strong.
- Wind speed can be multiplied by 0.034 to determine the effect of winds on speed and direction of spill movement.
- The combined effects of winds and currents can be added to estimate spill movement speed and direction.

More sophisticated predictions can be obtained from computer programs. Oil spill trajectory services can be obtained from:

- National Oceanic and Atmospheric Administration (NOAA) through the Federal On-Scene Commander (FOSC)
- Private consulting firms

2.1.5 Initial Containment Actions

Initial containment actions will focus on utilizing containment on-site in the most effective manner to:

- Prevent the oil from impacting water, thereby reducing the surface area and the shoreline to be cleaned.
- Concentrate the oil (when safe to do so), making physical recovery more efficient.
- Limit the environmental impact to the immediate spill area.

Selection of the appropriate location and method will depend upon:

- Length of time spill occurs before being noticed,
- Amount of spill,
- Area of coverage,
- Environmental factors such as wind speed and direction, and
- Oil's characteristics.

2.1.6 Safety Considerations

- Containment actions should not be conducted during inclement weather or unsafe conditions, such as high winds, fast currents, or unstable terrain.
- Eliminate all ignition sources.
- Avoid contact with the spilled product.
- Use respiratory protection (if trained to do so).
- Ensure that the area remains secure to air/boat/vehicular traffic.

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2.2 EVACUATION

EVACUATION CHECKLIST	
TASK	
Request assistance from off-site response organizations; convey Command Post's location. Notify appropriate agencies (if appropriate).	■
Assemble personnel at predetermined safe location: upwind/up gradient of release (assembly area).	■
Account for Company and contractor personnel.	■
Assess casualties (number/type/location).	■
Determine probable location of missing personnel.	■
Secure site, establish re-entry point and check-in/check-out procedures.	■
Develop list of known hazards (confined spaces, electrical hazards, physical hazards, vapors, oxygen deficiency, fire/explosion, etc.).	■
Monitor situation (weather, vapors, product migration) for significant changes.	■
Assist in developing a Rescue Plan, if necessary.	■

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2.3 TORNADO

TORNADO CHECKLIST	
TASK	
Monitor news media reports (FIGURE 3.1-5). <ul style="list-style-type: none"> ● Tornado watch means conditions are favorable for tornadoes. ● Tornado warning means a tornado has been sighted. 	■
When a tornado warning is issued, sound the local alarm. Notify off-site personnel of the situation (Control Center or Regional Management).	■
Take shelter: <ul style="list-style-type: none"> ● Go to an interior room on the lowest floor. ● Get under a sturdy piece of furniture or solid structure. ● Use your arms to protect head and neck. 	■
Have location personnel report to the designated area.	■
Account for all personnel on duty.	■
Look for funnel formations on the ground or in the clouds; listen for a roar that sounds like a jet aircraft or rail traffic.	■
If the facility is damaged by the tornado, notify Management.	■
Go to the scene of the incident to evaluate the situation. <ul style="list-style-type: none"> ● Be aware of broken glass and downed power lines. ● Assess the area for damaged equipment or product releases. ● Check for injuries. ● Use caution entering a damaged building. 	■
Update Supervisory Personnel/Management.	■
Conduct post-emergency evaluation and report.	■

2.4 FLOOD

FLOOD CHECKLIST	
TASK	
Perform continuous monitoring of the situation by listening to radio and/or television reports (FIGURE 3.1-5).	■
<ul style="list-style-type: none"> ● Flash flood watch means flooding is possible. ● Flash flood warning means flooding is occurring or is imminent. 	■
Update Supervisory Personnel when flooding is imminent.	■
Establish an evacuation plan (SECTION 2.2).	■
Take preliminary actions to secure the facility before flooding and mandatory evacuation.	■
Consider having sandbags brought to sites that could be affected by the flooding.	■
Consider obtaining portable pumps and hoses from local suppliers or from other petroleum service locations in the area.	■
Remove product from underground storage tanks (i.e., sumps and separators, if applicable) and replace with water to prevent them from floating out of the ground.	■
If additional new product is available fill each tank to the minimum level necessary to prevent buoyancy in the event of flooding (Rule of thumb is 30% of the safe fill height). If additional product is not available, transfer appropriate product among tanks to prevent buoyance. If minimum levels cannot be reached through product transfer, add water bottoms.	■
Plug all rack drains and facility drains connected to the sump.	■
Empty all dikes of water.	■
Ensure that tank roof drains are working properly.	■
Anchor all bulk additive tanks, fuel barrels, empty drums, and propane tanks (if applicable).	■
Notify Supervisory Personnel/Management that the facility will be closed. Customer should be notified.	■
Back up computer files.	■
Remove assets such as files, computers, spare parts, and vehicles.	■
Shut off high voltage power and natural gas lines.	■
Close all valves on product and additive storage tanks.	■
Before evacuation, know where all the employees will be residing and obtain phone numbers so they can be contacted if additional emergencies occur.	■

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2.4 FLOOD, CONTINUED

FLOOD CHECKLIST	
TASK	
Conduct a post-emergency evacuation and report.	<input checked="" type="checkbox"/>
Maintain hazards awareness: <ul style="list-style-type: none">● Structural damage;● Equipment damage and product releases;● Downed power lines;● Leaking natural gas, water, and sewer lines;● Poisonous snakes and other wildlife sheltering in structures, vehicles, and furniture; and● Avoid direct contact with flood water, mud, and animal carcasses.	<input checked="" type="checkbox"/>

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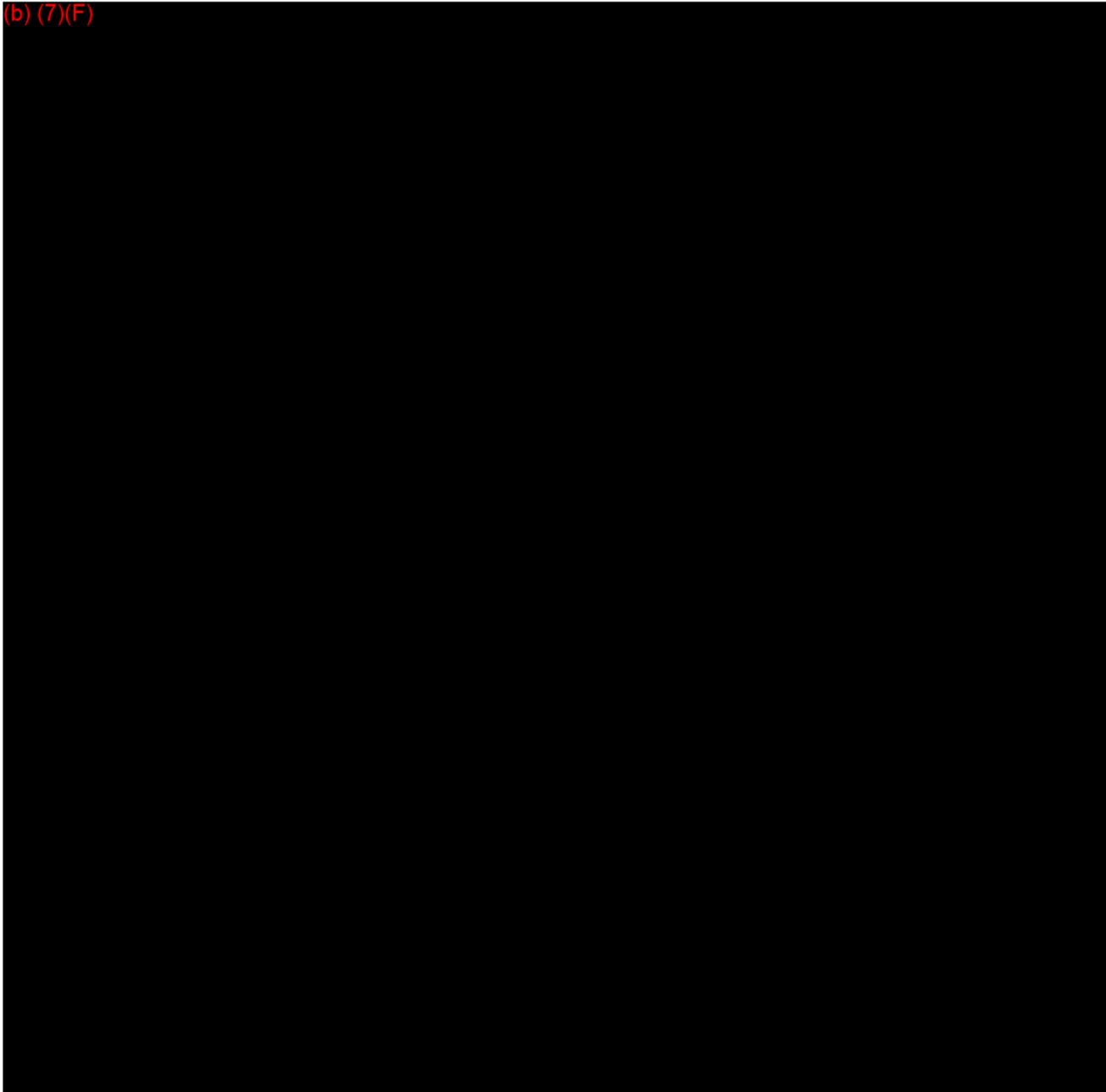
2.5 MEDICAL

MEDICAL CHECKLIST	
TASK	
Summon Emergency Medical Services (EMS) to the scene (FIGURE 3.1-5).	■
Do not move the patient unless a situation (such as a fire) threatens the patient's life.	■
If trained, provide appropriate first aid for both injury and shock until the EMS arrives at the scene.	■
As the situation warrants, try to stop the bleeding and keep the patient breathing until the EMS arrives at the scene.	■
<p>The rescuer's role includes:</p> <ul style="list-style-type: none"> ● Removing the patient from any situation threatening patient's life or the lives of rescuers. ● Correcting life-threatening problems and immobilizing injured parts before transporting the patient. ● Transporting the patient in a way that minimizes further damage to injured parts. ● Administering essential life support while the patient is being transported. ● Observing and protecting the patient until medical staff can take over. ● Administering care as indicated or instructed. 	■
Notify Supervisory Personnel and/or Regional Management.	■
Notify victim's immediate family.	■
Complete follow-up and written reporting, as the situation demands.	■

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2.6 BOMB THREAT

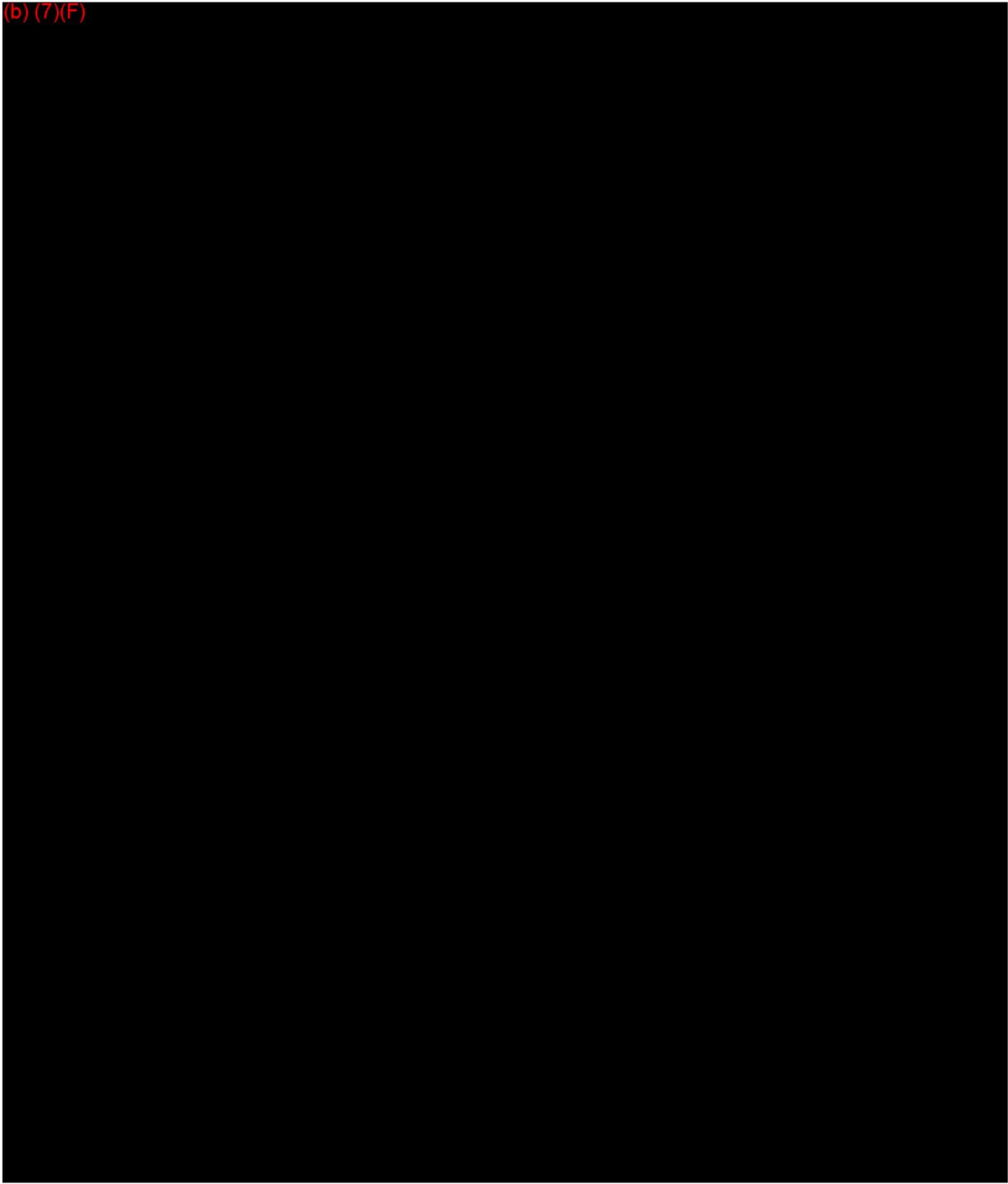
(b) (7)(F)



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2.6 BOMB THREAT, CONTINUED

(b) (7)(F)



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2.7 FIRE AND/OR EXPLOSION

Your first consideration is always the safety of people in the immediate area, including your own.

The first responder's initial objective is site management.

FIRE AND/OR EXPLOSION CHECKLIST	
TASK	
At a manned facility	
It is Plains' policy Pipeline that fighting fires, which accelerate beyond the incipient stage, will not be conducted by Plains personnel. If it becomes apparent that a fire may grow beyond the point of being controlled by fire extinguishers, the local fire department will manage the fire fighting and Plains will only provide assistance as necessary and if safe to do so; for example shutting off the supply of fuel to the fire. Tank fires and fires fueled by pipeline releases will generally be allowed to burn out.	■
Evaluate the situation; approach cautiously from upwind; do not rush in.	■
Notify the local police and fire departments (Dial 911).	■
Sound the facility alarm and push the red emergency shutdown switch (if equipped).	
Notify Qualified Individual and Operations Control (if applicable).	■
Appropriately trained personnel may attempt to extinguish the fire if it is in the incipient (early) stage and if it can be done safely.	■
In the event the fire is too large for an individual to fight alone, the individual sounding the alarm or making the phone call should stand by at a safe distance to direct the fire department to the scene of the fire and keep personnel and vehicles from entering the danger area.	■
Alert all Facility areas of the exact location and extent of the fire.	■
Instruct all drivers to discontinue loading, disconnect loading arms, and tell all drivers present to stand by the trucks (if safe to do so) and wait for instructions to remove same to safe area.	■
Shut off all pumps.	
If the fire/explosion is a result of a pipe rupture, isolate product release by closing valves.	■
If product is being received from pipelines, notify the appropriate pipeline personnel of the fire and request that the pipeline be shut down. The tank which is receiving product from the pipeline must not be closed until assurance is received that the pipeline is shut down, unless that tank is on fire.	
After confirmation has been received that pipelines have been shut down, close the pipeline header valves.	■
Undertake basic site control: <ul style="list-style-type: none"> ● Make an assessment of hazards. ● Isolate the area. ● Keep people away from the scene and outside the safety perimeter. ● Establish safety zones and escape routes. 	■

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2.7 FIRE AND/OR EXPLOSION, CONTINUED

Your first consideration is always the safety of people
in the immediate area, including your own.

The first responder's initial objective is site management.

FIRE AND/OR EXPLOSION CHECKLIST**TASK**

At a manned facility, continued

Respond to the fire:	
<ul style="list-style-type: none"> ● Establish a Command Post and lines of communication. ● Maintain site control. ● Establish Incident Command/Unified Command as necessary (SECTION 4.4). 	■
Call in additional resources if on-scene personnel and equipment are inadequate to handle the emergency.	■
Conduct a post-emergency evaluation and report.	■

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2.7 FIRE AND/OR EXPLOSION, CONTINUED

Your first consideration is always the safety of people in the immediate area, including your own.

The first responder's initial objective is site management.

FIRE AND/OR EXPLOSION CHECKLIST, CONTINUED

TASK

At an unmanned facility

It is Plains' policy Pipeline that fighting fires, which accelerate beyond the incipient stage, will not be conducted by Plains personnel. If it becomes apparent that a fire may grow beyond the point of being controlled by fire extinguishers, the local fire department will manage the fire fighting and Plains will only provide assistance as necessary and if safe to do so; for example shutting off the supply of fuel to the fire. Tank fires and fires fueled by pipeline releases will generally be allowed to burn out.	■
Handle the call.	■
Notify the local police and fire departments.	■
Notify Qualified Individual and Operations Control.	■
Go to the incident scene to evaluate the situation; approach cautiously from upwind; do not rush in.	■
Undertake basic site control: <ul style="list-style-type: none"> ● Make an assessment of hazards. ● Isolate the area. ● Keep people away from the scene and outside the safety perimeter. ● Establish safety zones and escape routes. 	■
If roads or railroads are in the affected area, assist the sheriff or local emergency officials with halting traffic.	■
Update the next level manager.	■
If the fire/explosion is a result of a pipe rupture, isolate the product release by closing valves.	■
Respond to the fire: <ul style="list-style-type: none"> ● Establish a Command Post and lines of communication. ● Maintain site control. ● Establish Incident Command/Unified Command as necessary (SECTION 4.4). 	■
Call in additional resources if on-scene personnel and equipment are inadequate to handle the emergency.	■
Conduct a post-emergency evaluation and report.	■

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2.8 VAPOR CLOUD

VAPOR CLOUD CHECKLIST	
TASK	
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 shut off electrical equipment.	■
All personnel will report to the evacuation muster point for roll call and further instructions.	■
After all personnel have been accounted for, the Facility Management, the Facility Supervisor, or a Facility Operator will initiate the following actions as deemed necessary: <ul style="list-style-type: none"> ● Shut down pipeline. ● Evacuate adjacent property. ● Only the fire department will be permitted to enter the Facility. 	■
Contact the appropriate agencies and potentially affected neighbors (refer to FIGURE 3.1-5).	■

SECTION 3 NOTIFICATIONS / TELEPHONE NUMBERS

Last Revised: May 2008

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3.1 Emergency Information and Notification Procedures

Figure 3.1-1 - Emergency Notification Flow Chart

**Figure 3.1-2 - Situation Report (Spill Event) Information
Collection Worksheet**

Figure 3.1-3 - PHMSA Report Form

Figure 3.1-4 - Internal Notifications and Telephone Numbers

Figure 3.1-5 - External Notifications and Telephone Numbers

Figure 3.1-6 - Reporting Requirements

3.1 EMERGENCY INFORMATION AND NOTIFICATION PROCEDURES

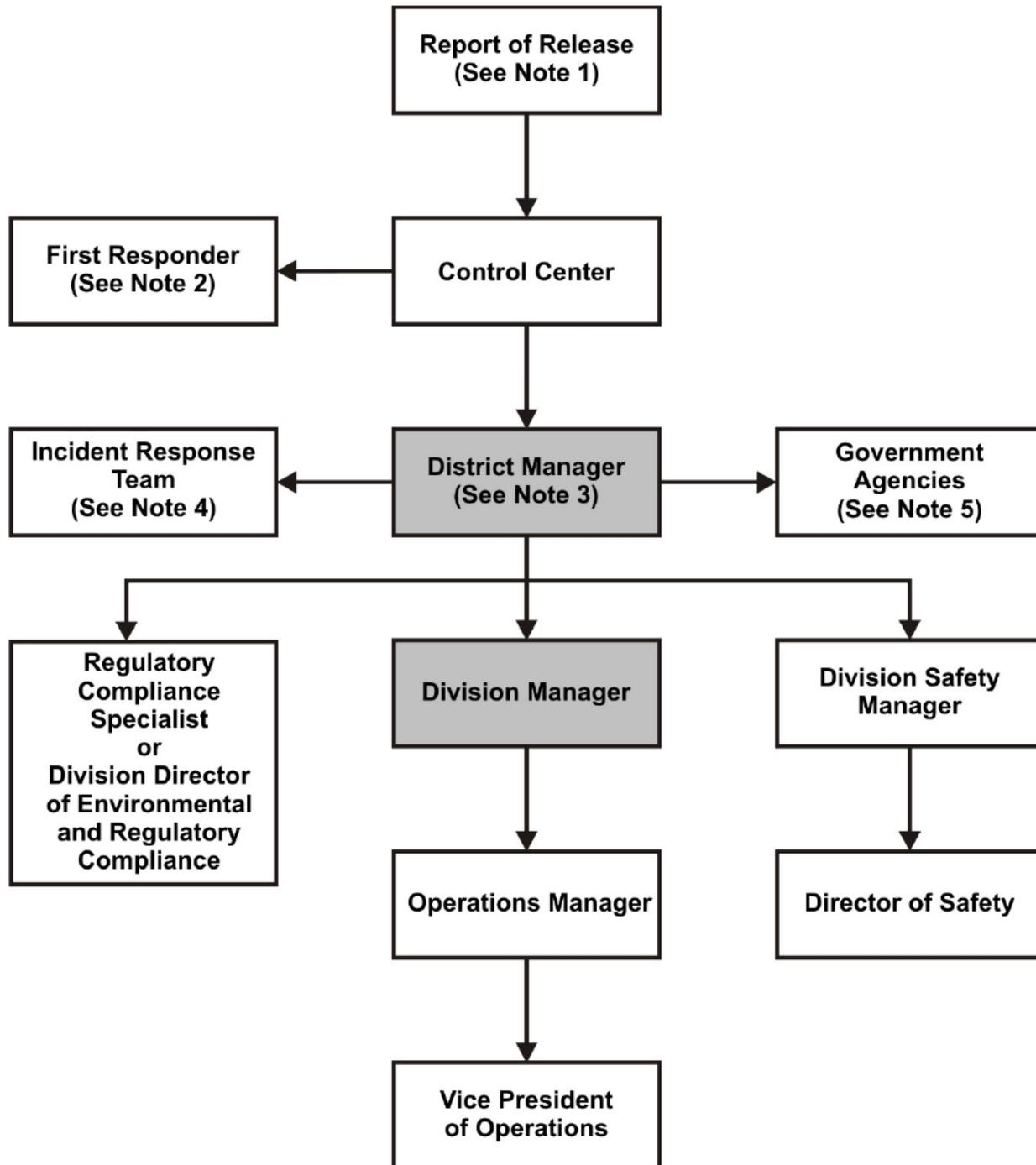
The notification sequence for a spill is as follows:

- Facility Manager will identify and control the source of a spill, if safe to do so, then will notify the Qualified Individual.
- The Qualified Individual will conduct notifications as illustrated in the Notification Flow Chart (**FIGURE 3.1-1**).

The priority of actions and response procedures will depend upon actual circumstances and will be determined by the Incident Commander.

This section also contains the following:

- **FIGURE 3.1-2** provides a Situation Report (Spill Event) Information Collection Worksheet. This form is utilized for initial notification.
- **FIGURE 3.1-3** provides a PHMSA Report Form. This form is utilized for pipeline summary of documentation.

FIGURE 3.1-1 - EMERGENCY NOTIFICATION FLOW CHART

NOTE: Shaded boxes denote Qualified Individuals.

1. Report of release can come from a non-Plains entity.
2. First Responder is the Plains personnel closest to the potential problem dispatched to respond. In many cases, the District Manager is the closest operations responder. The District Manager may designate a proxy first responder as part of the Incident Response Team.
3. A Qualified Individual, or his alternate, will make subsequent notifications, based on his professional judgment, for each response and will coordinate with EH&S as necessary.
4. The Incident Response Team reflects the level of support required to address each response. In addition to Plains

personnel, OSROs, Contractors, suppliers, and the Location Response Team may be included.

5. Government Agencies include federal, state, and local agencies that require notification for each response.

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FIGURE 3.1-2 - SITUATION REPORT (SPILL EVENT) INFORMATION COLLECTION WORKSHEET

Today's Date & Time:			
Name of Person Calling/ Reporting:	Caller / Reporter:		
	Information Taken by:		
Date of Spill or Event:			
Time of Spill or Event:			
Name of Pipeline System or Operator Involved:			
Weather Conditions at scene: (include forecast and wind directions if possible)			
Landowner: (identity/contact)?			
Legal Description:			
Location:			
Latitude:			
Longitude:			
County:			
Driving Instructions:			
Cause of Spill / Release:			
Type of Crude / Product Released:			
Amount of Spill / Release:	Barrels:	Gallons:	
Current Response Status:			
Has Spill been Contained?			
Amount Recovered:	Barrels:	Gallons:	
Has Product Impacted Navigable Waters (Waters of the State)?	Name of Lake, Stream, River, or Waterway:		
Local, State, or Federal Agencies Contacted?			
Name / Position / Agency:			
Name / Position / Agency:			
Name / Position / Agency:			
Name / Position / Agency:			
Name / Position / Agency:			
Name / Position / Agency:			

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FIGURE 3.1-3 - PHMSA REPORT FORM

Name of pipeline:
Time of discharge:
Location of discharge:
Name of oil involved:
Reason for discharge (e.g., material failure, excavation damage, corrosion):
Estimated volume of oil discharged:
Weather conditions on scene; and:
Actions taken or planned by persons on scene:

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FIGURE 3.1-4 - INTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS

Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)

*24-Hour Number

COMPANY PERSONNEL						
NAME/TITLE	PHONE NUMBER	RESPONSE TIME (hours)	ICS POSITION	RESPONSE TRAINING TYPE ¹		
				1	2	3
Wade Geurin Director of Safety	(713) 646-4615 (Office) (713) 963-8807; (b) (6) (b) (6) (Home) (713) 376-5210 *(Mobile)	4-6	Safety Officer	x		
Doug Kennedy Remediation and Special Projects Manager	(713) 646-4610 (Office) (b) (6) (Home) (713) 376-5375 *(Mobile)	4-6	Planning Section			
Phil Smith Managing Director of Operations	(713) 646-4382 (Office) (b) (6) (Home) (713) 851-1765 *(Mobile)	4-6	Corporate Support Personnel			
Rick McMichael Director, Eastern Region Operations Qualified Individual	(713) 646-4130 (Office) (713) 254-5385 (Cell) (601) 466-5455 *(Mobile)		Incident Commander	x		
Mark W. Olson Director Western Region Operations Qualified Individual	(713) 646-4446 (Office) (281) 435-4957 *(Mobile)	4-6				
Troy E. Valenzuela Vice President, EH&S	(713) 646-4614, (713) 739-6724 (Office) (b) (6) (Home) (713) 444-6984 *(Mobile)	4-6	Corporate Support Personnel, Information Officer			
Jordan Janak Sr. Director Environmental & R/C	(713) 993-5162 (Office) (b) (6) (Home) (713) 449-3730 *(Mobile)	4-6	Planning Section			
Jimmy Sheppard Southern Division Manager Qualified Individual	(940) 766-8902 (Office) (b) (6) (Home) (432) 413-8071 *(Mobile)	2-6	Incident Commander			
EMERGENCY RESPONSE TRAINING TYPE ¹						
There are three different types of training described below including HAZWOPER, OPA, and Qualified Individual/Incident Command Training. An "x" has been placed in the applicable columns (type 1, 2, or 3) in the table above for the type of training completed by each individual.						
TYPE ¹	DESCRIPTION					
1	29 CFR 1910.120 HAZWOPER					
2	OPA (Training Reference for Oil Spill Response) All Facility Personnel, SMT, QI Components					
3	Qualified Individual/Incident Command Training					

Note Refer to APPENDIX A for training dates.

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FIGURE 3.1-4 - INTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24-Hour Number

COMPANY PERSONNEL						
NAME/TITLE	PHONE NUMBER	RESPONSE TIME (hours)	ICS POSITION	RESPONSE TRAINING TYPE ¹		
				1	2	3
Joel Jones Southern Division Asst. Mgr. Qualified Individual	(940) 766-8967 (Office) (b) (6) (Home) (432) 413-8097 *(Mobile)	2-6	Incident Commander			
David Woodruff SW Division Manager Qualified Individual	(432) 686-1777 (Office) (b) (6) (Home) (432) 312-1263 *(Mobile)	2-6	Incident Commander			
Roddy Hughes Southwest Division Asst. Mgr. Qualified Individual	(432) 686-1707 (Office) (b) (6) (Home) (432) 413-9831 *(Mobile)	2-6	Operations Chief			
Greg Wood Colorado City District Manager Qualified Individual	(325) 794-9902 (Office) (b) (6) (Home) (325) 665-5836 *(Mobile)	2-6	Incident Commander			
Cloyd Marsh Wichita Falls District Manager Qualified Individual	(940) 766-8901 (Office) (b) (6) (Home) (432) 413-8096 *(Mobile)	2-6	Incident Commander			
Jack Bryant Midland District Manager Qualified Individual	(432) 682-5393 (Office) (b) (6) (Home) (432) 413-8079 *(Mobile)	2-6	Operations Section Chief			
Bill Baird Permian PL South District Manager Qualified Individual	(432) 527-3497 (Office) (b) (6) (Home) (432) 940-5022 *(Mobile)	2-6	Operations Section Chief			
Howard Thomas Permian PL East District Manager Qualified Individual	(432) 687-6900 (Office) (b) (6) (Home) (432) 559-0840 *(Mobile)	2-6	Operations Section Chief			
EMERGENCY RESPONSE TRAINING TYPE ¹						
There are three different types of training described below including HAZWOPER, OPA, and Qualified Individual/Incident Command Training. An "x" has been placed in the applicable columns (type 1, 2, or 3) in the table above for the type of training completed by each individual.						
TYPE ¹	DESCRIPTION					
1	29 CFR 1910.120 HAZWOPER					
2	OPA (Training Reference for Oil Spill Response) All Facility Personnel, SMT, QI Components					
3	Qualified Individual/Incident Command Training					

Note Refer to APPENDIX A for training dates.

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FIGURE 3.1-4 - INTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24-Hour Number

COMPANY PERSONNEL						
NAME/TITLE	PHONE NUMBER	RESPONSE TIME (hours)	ICS POSITION	RESPONSE TRAINING TYPE ¹		
				1	2	3
Gary Crutcher Permian PL North District Manager Qualified Individual	(806) 592-7629 (Office) (b) (6) (Home) (806) 543-8050 *(Mobile)	2-6	Operations Section Chief			
Wayne E. Roberts Director, Env. & Reg. Compliance	(432) 687-8915 (Office) (b) (6) (Home) (432) 413-2574 *(Mobile)	2-6	Liaison Officer			
Jerry Green Safety & Health Manager	(432) 682-5390 (Office) (b) (6) (Home) (432) 638-3172 *(Mobile)	2-6	Safety Officer			
Johnny Wright Safety & Health Manager	(432) 686-1751 (Office) (b) (6) (Home) (432) 638-6363 *(Mobile)	2-6	Safety Officer			
Brad Fivecoat Regulatory Compliance Specialist	(432) 687-8914 (Office) (b) (6) (Home) (432) 553-1797 *(Mobile)	2-6	Liaison Officer			
Gary Cole Elec/Comm Technician	(432) 687-6900 (Office) (b) (6) (Home) (432) 853-0161 *(Mobile)	2-6	Communication Officer			
Dennis Wainright Elec/Comm Technician	(432) 685-3415 (Office) (b) (6) (Home) (432) 413-8027 *(Mobile)	2-6	Communication Officer			
C. M. (Marlin) Farris Maintenance Supervisor	(432) 682-5395 (Office) (b) (6) (Home) (432) 413-8076 *(Mobile)	2-6	Operations Section Chief			
EMERGENCY RESPONSE TRAINING TYPE ¹						
There are three different types of training described below including HAZWOPER, OPA, and Qualified Individual/Incident Command Training. An "x" has been placed in the applicable columns (type 1, 2, or 3) in the table above for the type of training completed by each individual.						
TYPE ¹	DESCRIPTION					
1	29 CFR 1910.120 HAZWOPER					
2	OPA (Training Reference for Oil Spill Response) All Facility Personnel, SMT, QI Components					
3	Qualified Individual/Incident Command Training					

Note Refer to APPENDIX A for training dates.

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FIGURE 3.1-4 - INTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24-Hour Number

COMPANY PERSONNEL						
NAME/TITLE	PHONE NUMBER	RESPONSE TIME (hours)	ICS POSITION	RESPONSE TRAINING TYPE ¹		
				1	2	3
Doug Carlile Elec/Comm Technician	(940) 766-8947 (Office) (b) (6) (Home) (432) 413-8087 *(Mobile)	2-6	Communication Officer			
Tracy Talbot Engineering Assistant	(940) 766-8917 (Office) (b) (6) (Home) (432) 413-8102 *(Mobile)	2-6	Planning Section Chief			
David Wyman Sr. Project Engineer	(432) 686-1775 (Office) (b) (6) (Home) (432) 553-0451 *(Mobile)	2-6	Planning Section Chief			
Marco Martinez Maintenance Supervisor	(432) 527-3492 (Office) (432) 940-3245 *(Mobile)	2-6	Logistics Section Chief			
Jerry Brungardt Mechanical Technician	(940) 766-8912 (Office) (b) (6) (Home) (432) 413-8095 *(Mobile)	2-6	Logistics Section Chief			
Jacie Ferguson Administrative Assistant	(940) 766-8965 (Office) (432) 853-0679 *(Mobile)	2-6	Finance Section Chief			
Penny Severt Administrative Assistant	(432) 682-5397 (Office) (b) (6) (Home)	2-6	Finance Section Chief			
Charles Manis ALB District Manager Qualified Individual	(505) 865-9238 (Office) (b) (6) (Home) (505) 206-6937 *(Mobile)	2-6	Operations Section Chief			
EMERGENCY RESPONSE TRAINING TYPE ¹						
There are three different types of training described below including HAZWOPER, OPA, and Qualified Individual/Incident Command Training. An "x" has been placed in the applicable columns (type 1, 2, or 3) in the table above for the type of training completed by each individual.						
TYPE ¹	DESCRIPTION					
1	29 CFR 1910.120 HAZWOPER					
2	OPA (Training Reference for Oil Spill Response) All Facility Personnel, SMT, QI Components					
3	Qualified Individual/Incident Command Training					

Note Refer to APPENDIX A for training dates.

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FIGURE 3.1-4 - INTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24-Hour Number

COMPANY PERSONNEL						
NAME/TITLE	PHONE NUMBER	RESPONSE TIME (hours)	ICS POSITION	RESPONSE TRAINING TYPE ¹		
				1	2	3
Miquel (Mickey) Montes Field Supervisor	(915) 774-8766 (Office) (b) (6) (Home) (915) 526-1081 * (Mobile)	2-6	Operations Section Chief			
Becky Adams Administrative Assistant	(325) 794-9901 (Office) (b) (6) (Home)	2-6	Finance Section Chief			
Ron Chastain Elec/Comm Technician	(432) 687-8908 (Office) (b) (6) (Home) (432) 413-9388 * (Mobile)	2-6	Communication Officer			
Jim Barrett Maintenance Lead	(915) 774-8766 (Office) (b) (6) (Home) (915) 526-1079 * (Mobile)	2-6	Logistics Section Chief			
Joe Delgado Pipeline Operator	(915) 774-8766 (Office) (b) (6) (Home) (915) 491-3940 * (Mobile)	2-6	Planning Section Chief			
Robert Argumaniz Mechanical Technician	(915) 774-8766 (Office) (b) (6) (Home) (915) 526-8562 * (Mobile)	2-6	Logistics Section Chief			
Mike Francis Pipeline Operator	(915) 774-8766 (Office) (b) (6) (Home) (915) 526-6924 * (Mobile)	2-6	Logistics Section Chief			
El Paso Refinery Security (Mutual Aid Pact - El Paso)	(915) 774-3341 (Office)	1 hour @ El Paso				
EMERGENCY RESPONSE TRAINING TYPE ¹						
There are three different types of training described below including HAZWOPER, OPA, and Qualified Individual/Incident Command Training. An "x" has been placed in the applicable columns (type 1, 2, or 3) in the table above for the type of training completed by each individual.						
TYPE ¹	DESCRIPTION					
1	29 CFR 1910.120 HAZWOPER					
2	OPA (Training Reference for Oil Spill Response) All Facility Personnel, SMT, QI Components					
3	Qualified Individual/Incident Command Training					

Note Refer to APPENDIX A for training dates.

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FIGURE 3.1-4 - INTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED

Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)

*24-Hour Number

COMPANY PERSONNEL						
NAME/TITLE	PHONE NUMBER	RESPONSE TIME (hours)	ICS POSITION	RESPONSE TRAINING TYPE ¹		
				1	2	3
Ryan Tafoya Pipeline Operator	(505) 242-3310 (Office) (505) 238-0135 *(Mobile)	2-6	Logistics Section Chief			
Randy Calhoun Mechanical Technician	(505) 542-3310 (Office) (b) (6) (Home) (505) 259-2780 *(Mobile)	2-6	Logistics Section Chief			
Kathryn Mendez	(505) 865-9238 (Office) (505) 515-6075 *(Mobile)	2-6	Finance Section Chief			
Leslie Murray	(432) 527-3492 (Office) (432) 940-3259 *(Mobile)	2-6	Finance Section Chief			
Gina Beard	(806) 592-2555 (Office) (806) 592-3206 *(Mobile)	2-6	Finance Section Chief			
Jordan Lang	(432) 687-6900 (Office) (432) 553-6047 *(Mobile)	2-6	Finance Section Chief			
Julian Garcia Pipeline Operator	(505) 242-3310 (Office) (b) (6) (Home) (505) 379-0735 *(Mobile)	2-6	Logistics Section Chief			
Teofilo (Butch) Savedra Pipeline Operator	(505) 242-3310 (Office) (505) 259-6987 *(Mobile)	2-6	Planning Section Chief			
EMERGENCY RESPONSE TRAINING TYPE ¹						
There are three different types of training described below including HAZWOPER, OPA, and Qualified Individual/Incident Command Training. An "x" has been placed in the applicable columns (type 1, 2, or 3) in the table above for the type of training completed by each individual.						
TYPE ¹	DESCRIPTION					
1	29 CFR 1910.120 HAZWOPER					
2	OPA (Training Reference for Oil Spill Response) All Facility Personnel, SMT, QI Components					
3	Qualified Individual/Incident Command Training					

Note Refer to APPENDIX A for training dates.

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FIGURE 3.1-4 - INTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED

Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)

*24-Hour Number

COMPANY PERSONNEL						
NAME/TITLE	PHONE NUMBER	RESPONSE TIME (hours)	ICS POSITION	RESPONSE TRAINING TYPE ¹		
				1	2	3
Dwayne Greaser Field Supervisor	(505) 242-3310 (Office) (b) (6) (Home) (505) 238-0136 *(Mobile)	2-6	Operations Section Chief			
EMERGENCY RESPONSE TRAINING TYPE ¹						
There are three different types of training described below including HAZWOPER, OPA, and Qualified Individual/Incident Command Training. An "x" has been placed in the applicable columns (type 1, 2, or 3) in the table above for the type of training completed by each individual.						
TYPE ¹	DESCRIPTION					
1	29 CFR 1910.120 HAZWOPER					
2	OPA (Training Reference for Oil Spill Response) All Facility Personnel, SMT, QI Components					
3	Qualified Individual/Incident Command Training					

Note Refer to APPENDIX A for training dates.

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FIGURE 3.1-4 - INTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED

Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)

*24-Hour Number

EMERGENCY RESPONSE CONTRACTORS						
NAME/TITLE	PHONE NUMBER	RESPONSE TIME (hours)	RESPONSIBILITY DURING RESPONSE ACTION	RESPONSE TRAINING TYPE ¹		
				1	2	3
Garner Environmental Services a Petro-Clean Dispersant Distributor	(281) 930-1200* (800) 424-1716*	6				
Eagle Construction and Environmental Services, L. P.	(800) 336-0909* (254) 629-8625 (Fax)	6				
National Response Corporation	(281) 899-4848 (281) 899-4849 Fax	6				
Talon LPE	(866) 742-0742	6				
EMERGENCY RESPONSE TRAINING TYPE ¹						
There are three different types of training described below including HAZWOPER, OPA, and Qualified Individual/Incident Command Training. An "x" has been placed in the applicable columns (type 1, 2, or 3) in the table above for the type of training completed by each individual.						
TYPE ¹	DESCRIPTION					
1	29 CFR 1910.120 HAZWOPER					
2	OPA (Training Reference for Oil Spill Response) All Facility Personnel, SMT, QI Components					
3	Qualified Individual/Incident Command Training					

Note Refer to APPENDIX A for training dates.

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FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Initial		
National Response Center	(800) 424-8802* (202) 267-2675* (202) 366-4566 (Fax)	
Recommended		
Federal Agencies		
U.S. Fish and Wildlife Service	(281) 286-8282	
State Agencies - New Mexico		
Department of Public Safety--Emergency Management	(505) 476-9620	
New Mexico Energy, Minerals and Natural Resources Department Environmental Bureau Chief	(505) 476-3490	
New Mexico Energy, Minerals and Natural Resources Department Oil Conservation Division	(505) 393-6161 District I (Hobbs) (505) 748-1283 District II (Artesia) (505) 334-6178 District III (Aztec) (505) 476-3440 District IV (Santa Fe)	
New Mexico Environment Dept.	(505) 827-9329*	
County Agencies - New Mexico		
Bernalillo County		
Albuquerque Hospital 801 Vassar Drive Northeast Albuquerque, NM 87106	(505) 248-4000	
Bernalillo county LEPC P. O. Box 35067 Albuquerque, NM 87110	(505)845-8018	
Bernalillo County Sheriff 400 Roma NW Albuquerque, NM 87102	(505) 768-4100	
Dona Ana County		
Dona Ana County LEPC 1131 Medpark Drive Las Cruces, NM 88005	(505) 527-8741	
Dona Ana County Sheriff's Office 1725 Marquess St. Las Cruces, New Mexico 88005	(505) 526-0795	
Memorial Medical Center 2450 Telshor Boulevard Las Cruces, NM 88011	(505) 522-8641	
Eddy County		
Carlsbad Medical Center 2430 W Pierce St	(505) 887-4100	

Carlsbad, NM 88220		
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FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS , CONTINUED**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended		
County Agencies - New Mexico		
Eddy County		
Eddy Co. Sheriff's Department 206 N Canyon St Carlsbad, NM 88220	(505) 887-7551	
Eddy County LEPC 101 E. Greene St. Carlsbad, NM 88220	(505) 887-9511	
Nor-Lea Hospital District: Lovington Clinic 1600 N Main Ave Lovington, NM 88260	(505) 396-3529 (505) 396-6160	
Lea County		
Lea County (Hobbs) Sheriff's Sub Station 1923 N Dal Paso St Hobbs, NM 88240	(505) 393-2515	
Lea County LEPC 300 N. Turner Hobbs, NM 88240	(505) 397-9231	
Lea County Sheriff's Department 215 E Central Ave Lovington, NM 88260	(505) 396-3611	
Lea Regional Medical Center 5419 N Lovington Hwy Hobbs, NM 88240	(505) 492-5000 (505) 392-7993 (505) 492-5488 (877) 492-8001	
Sierra County		
Sierra County LEPC 100 Date St., Ste. 2 Truth or Consequences, NM 89701	(505) 894-5080	
Sierra County Sheriff's Office 311 Date St Truth or Consequences, New Mexico 87901	(505) 894-9150	
Sierra Vista Hospital 800 East Ninth Avenue Truth or Consequences, NM 87901	(505) 894-2111	
Socorro County		
Socorro County LEPC 913 Sunset Dr. NW Socorro, NM 87801	(505) 835-1606	
Socorro County Sheriff's Office 200 Church St Socorro, New Mexico 87801	(505) 835-0941	
Socorro General Hospital 1202 Highway 60 West Socorro, NM 87801	(505) 835-1140	

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FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS , CONTINUED**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended		
County Agencies - New Mexico		
Valencia County		
Los Lunas Community Program 1000 Main St NW Los Lunas, NM	(505) 865-9611	
Valencia County LEPC P.O. Box 1119 Los Lunas, NM 87031	(505) 866-2040	
Valencia County Sheriff's Office 444 Luna Ave, PO Box 1585 Los Lunas, New Mexico 87031	(505) 866-2027	
Valencia Presbyterian Hospital 609 S Christopher Road Belen, NM 87002	(505) 864-1383	
State Agencies - Texas		
TCEQ: Environmental Hotline For all jurisdictions (Railroad Commission; General Land Office and Texas Natural Resource Conservation Commission)	(800) 832-8224	
Texas Parks & Wildlife Dept.	(512) 389-4848 (512) 389-4800	
Texas Railroad Commission Oil & Gas Division	(210) 227-1313, District 1 & 2-San Antonio (713) 869-5001, District 3- Houston (361) 242-3113, District 4- Corpus Christi (903) 984-3026, District 5 & 6-Kilgore	
Texas Railroad Commission Oil & Gas Division	(915) 677-3545, District 7B- Abilene (915) 942-8393, District 7C- San Angelo (915) 684-5581, District 8 & 8A-Midland (940) 723-2153, District 9- Wichita Falls	
Texas Railroad Commission Oil & Gas Division	(806) 665-1653, District 10- Pampa	
Texas Railroad Commission Pipeline Safety Section	(512) 463-6788	
County Agencies - Texas		
Andrews County		
Andrews County Sheriff Courthouse, Room 113 Andrews, TX 79714	(432) 523-5545	
LEPC Andrews County	(432) 524-1401	

County Courthouse, Rm. 104 Andrews, TX 79714		
Permian Regional Medical Center 720 Hospital Drive Andrews, TX 79714	(432) 523-2200	

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FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS , CONTINUED**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended		
County Agencies - Texas		
Archer County		
Archer County Sheriff Archer County Court House	(940) 574-2571	
LEPC Archer County P. O. Box 367 Archer City 76351-0367	(940) 574-4545	
United Regional Health Care System 1600 8th St Wichita Falls, TX 76301	(940) 764-7000	
Baylor County		
Baylor County Sheriff's Office 101 S Washington St Seymour, Texas 76380	(940) 889-3333	
LEPC Baylor County 102 W. California Seymour 76380	(940) 889-8888	
Seymour Hospital 201 Stadium Dr Seymour, TX 76380	(940) 889-5572	
Borden County		
Borden County Sheriff P.O. Box 115 Gail, TX 79738	(806) 756-4311	
Cogdell Memorial Hospital 1700 Cogdell Blvd, Snyder, TX	(325) 573-6374	
LEPC Borden County P. O. Box 156 Gail, TX 79738	(806) 756-4391	
Callahan County		
Callahan County LEPC The Hon. Roger Corn 100 W. 4th, Ste. 200 Baird 79504	(325) 854-1155	
Callahan County Sheriff 432 Market Street Baird, Texas 79504	(325) 854-1444	
Hendrick Hospital 1242 N 19th St Abilene, TX 79601	(325) 670-2000	
Childress County		
Childress County LEPC County Courthouse, Box 1 Childress, TX 79201	(940) 937-2221	

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FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS , CONTINUED**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended		
County Agencies - Texas		
Childress County		
Childress County Sheriff 100 Avenue E NW, Courthouse Box 4 Childress, Texas 79201	(940) 937-2535	
Childress Regional Medical Center P.O. Box 1030 Childress, TX 79201	(940) 937-6371	
Clay County		
Clay County Memorial Hospital 310 West South Street Henrietta, TX 76365	(940) 538-5621	
Clay County Sheriff's Department 215 W Gilbert St Henrietta, Texas 76365	(940) 538-5611	
LEPC Clay County 100 N. Bridge St. Henrietta 76365	(940) 538-5611 ext. 41	
Crane County		
Crane County Sheriff P.O. Box 578 Crane, TX 79731	(432) 558-3581	
Crane Memorial Hospital 1310 South Alford Street Crane, TX 79731-3899	(432) 558-3555	
LEPC Crane County P. O. Box 627 Crane 79731	(432) 558-2212	
Crockett County		
Crockett County Sheriff P.O. Box 1857 County Courthouse Ozona, TX 76943-1857	(915) 392-2022	
LEPC Crockett County P. O. Box 659 Ozona 76943	(325) 392-2661	
Reagan Memorial Hospital 805 N Main St, Big Lake, Texas 76932	(432) 884-2561	
Dawson County		
Dawson County Sheriff's Office 400 Block S 1st Lamesa, Texas 79331	(806) 872-7560	
LEPC Dawson County 805 N. 23rd Lamesa, TX 79331	(806) 872-3909	

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FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS , CONTINUED**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended		
County Agencies - Texas		
Dawson County		
Medical Arts Hospital 707 N 4th St Lamesa, TX 79331	(806) 872-7747	
Eastland County		
Eastland County LEPC P. O. Box 327 Eastland 76448	(254) 629-6090	
Eastland County Sheriff 201 W. White Eastland, TX 76448	(254) 629-1774	
Eastland Memorial Hospital 304 South Daugherty Street, Eastland, Texas 76448	(254) 629-2601	
Ector County		
Ector County Sheriff's Office 2500 S 385 Odessa, Texas 79766	(432) 335-3050	
LEPC Ector County P. O. Box 1312 Odessa 79760	(432) 335-4655	
Medical Center Hospital 500 W. 4th Street Odessa, TX 79761	(432) 640-4000	
El Paso County		
El Paso County LEPC Emergency Management Coordinator	(915) 771-1010	
El Paso County Sheriff's Office 800 E. Overland El Paso, Texas 79941-0125	(915) 546-2006	
Pan American Community Hospital 3030 Gateway Blvd E El Paso, TX	(915) 532-2224	
Fisher County		
Fisher County Hospital 774 North Highway 70 P. O. Drawer F Rotan, TX 79546	(325) 735-2256	
Fisher County Sheriff P.O. Box 370 Roby, TX 79543	(325) 776-2273	
LEPC Fisher County P. O. Box 306 Roby, TX 79543	911 (325) 776-2151	

FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS , CONTINUED**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended		
County Agencies - Texas		
Gaines County		
Gaines County Sheriff's Office 301 E Ave A Seminole, Texas 79360	(432) 758-9871	
LEPC Gaines County P. O. Box 847 Seminole, TX 79360	(432) 758-5411	
Seminole Memorial Hospital 2109 NW 8th St. Seminole, TX 79360	(432) 758-5811	
Garza County		
Garza County Sheriff's Office Law Annex Bldg Post, Texas 79356	(806) 495-3595	
Garza District Hospital 608 W 6th St Post, TX 79356	(806) 495-2829	
LEPC Garza County Post, TX 79356	(806) 495-4405	
Glasscock County		
Glasscock County Sheriff's Office 24 S Myrl Garden City, Texas 79739	(432) 354-2361	
LEPC Glasscock County P. O. Box 67 Garden City 79739	(432) 354-2382	
Martin County Hospital (22 Miles NW) 610 N Saint Peter St Stanton, TX 79782	(432) 756-3345	
Hale County		
Hale County Sheriff's Office 1900 S Columbia Plainview, Texas 79072	(806) 296-2724	
Hi Plains Hospital 203 W 4h St. Hale Center, TX 79041	(806) 839-2471	
LEPC Hale County 111 W. 6th St. Plainview TX 79072	(806) 291-5284	
Hardeman County		
Hardeman County Memorial Hospital 402 Mercer Street Quanah, TX 79252-4026	(940) 663-2795	

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FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS , CONTINUED**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended		
County Agencies - Texas		
Hardeman County		
Hardeman County Sheriff 318 Mercer St. Quanah, TX 79252	(940) 663-5374	
LEPC Hardeman County P. O. Box 30 Quanah 79252	(940) 663-2911	
Haskell County		
Haskell County Sheriff's Office 507 S Second St Haskell, Texas 79521	(940) 864-2345	
Haskell Memorial Hospital 1 North Ave "N" Haskell, Texas 79521	(940) 864-2621	
LEPC Haskell County 1 Ave. D Haskell, TX 79521	(940) 864-2851	
Hockley County		
Covenant Hospital Levelland 1900 College Ave Levelland, TX 79336	(806) 894-4963	
Hockley County Sheriff's Office 1310 Ave H Levelland, Texas 79336	(806) 894-3126	
LEPC Hockley County 1310 Ave. H Levelland 79336	(806) 894-6164	
Howard County		
Howard County Sheriff's Office 300 S Main St Big Spring, Texas 79720	(432) 264-2244	
LEPC Howard County 400 E. 4th Big Spring 79720	(432) 264-2559	
Scenic Mountain Medical Center 1601 E 11th Pl Big Spring, TX 79720	(432) 263-1211	
Irion County		
Irion County LEPC P. O. Box 770 Mertzson 76941	(325) 835-4361	
Irion County Sheriff Mertzson, Texas	(325) 835-2551	

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FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS , CONTINUED**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended		
County Agencies - Texas		
Irion County		
Reagan Memorial Hospital 805 N Main Ave Big Lake, TX	(325) 884-2561	
Jones County		
Anson General Hospital 101 Avenue 'J' Anson, TX 79501-2198	(325) 823-3231	
Jones County Sheriff P.O. Box 821 Anson, TX 79501	(325) 823-3201	
LEPC Jones County P. O. Box 148 Anson 79501	(325) 823-3741	
King County		
Covenant Hospital Plainview 2601 Dimmitt Road Plainview, TX 79072	(806) 296-5531	
King County Sheriff's Office PO Box 66 Guthrie, Texas 79236	(806) 596-4413	
LEPC King County P. O. Box 116 Guthrie 79236	(806) 596-4326	
Knox County		
Knox County Hospital 701 South Fifth Street Knox City, Texas	(940) 658-3535	
Knox County Sheriff PO Box 257 Benjamin, TX 79505-0257	(940) 459-2211	
LEPC Knox County P. O. Box 77 Benjamin, TX 79505	(940) 459-2191	
Loving County		
Ihs Hospital Of Lubbock 1409 9th Street Lubbock, TX 79401-2601	(806) 767-9133	
LEPC Loving County P. O. Box 134 Mentone, TX 79754	(432) 377-2231	
Loving County Sheriff P.O. Box 104 Mentone, TX 79754-0104	(432) 377-2411	

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FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS , CONTINUED**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended		
County Agencies - Texas		
Loving County		
Reeves County Hospital 2323 Texas Street Pecos, TX 79772	(432) 447-3551	
Lubbock County		
LEPC Lubbock County P. O. Box 2000 Lubbock, TX 79457	(806) 775-3052	
Lubbock County Sheriff's Office 811 Main St Lubbock, Texas 79408	(806) 775-1400	
Lynn County		
LEPC Lynn County P. O. Box 1167 Tahoka 79373	(806) 561-4222	
Lynn County Hospital Brownfield Highway Tahoka, TX 79373-1310	(806) 998-4533	
Lynn County Sheriff's Department PO Box 295, 810 Lockwood St Tahoka, Texas 79373	(806) 561-4505	
Martin County		
LEPC Martin County P. O. Box 1330 Stanton 79782-1330	(432) 756-2231	
Martin County Hospital 610 North St Peter Street Stanton, TX 79782	(432) 756-3345	
Martin County Sheriff's Office 301 N Saint Peter St Stanton, Texas 79782	(432) 756-3336	
Midland County		
LEPC Midland County 2435 E. Hwy. 80 Midland 79706	(432) 688-8915	
Midland County Sheriffs Office P.O. Box 11287 Midland, TX 79702	(432) 688-4600	
Midland Memorial Hospital 2200 West Illinois Avenue Midland, TX 79701-6499	(432) 685-1111	
Mitchell County		
LEPC Mitchell County 320 Pine St. Colorado City 79512	(325) 728-5261	

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FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS , CONTINUED**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended		
County Agencies - Texas		
Mitchell County		
Mitchell County Hospital 1543 Chestnut Street Colorado City, TX 79512-3998	(432) 728-3431	
Mitchell County Sheriff's Office 320 Pine St Colorado City, Texas 79512	(325) 728-5261	
Nolan County		
Abilene Regional Medical Center 6250 Hwy 83/84 Abilene, TX 79606	(325) 695-9900	
LEPC Nolan County P. O. Box 450 Sweetwater, TX 79556	(325) 235-4304	
Nolan County Sheriff's Office 100 E 3rd St Sweetwater, Texas 79556	(325) 235-5471	
Pecos County		
LEPC Pecos County 103 W. Callaghan Fort Stockton 79735	(432) 336-2792	
Pecos County General Hospital 305 West 5th St., PO Box 665 Iran, Texas 79744	(432) 639-2575	
Pecos County Sheriff's Office 107 W Gallagher Fort Stockton, Texas 79735	(432) 336-3521	
Reagan County		
LEPC Reagan County P. O. Box 100 Big Lake 76932	(325) 884-2665	
Reagan County Sheriff's Office 300 Plaza Big Lake, Texas 76932	(432) 884-2929	
Reagan Memorial Hospital 805 N Main St, Big Lake, Texas 76932	(432) 884-2561	
Scurry County		
D M Cogdell Memorial Hospital 1700 Cogdell Boulevard Snyder, TX 79549-6198	(325) 573-6374	
LEPC Scurry County 1806 25th St., Ste. 200 Snyder, TX 79549	(325) 573-8576	

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FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS , CONTINUED**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended		
County Agencies - Texas		
Scurry County		
Scurry County Sheriff's Office 1300 26th St Snyder, Texas 79549	(325) 573-3551	
Sterling County		
LEPC Sterling County P. O. Box 577 Sterling City, TX 76951	(325) 378-2021	
Mitchell County Hospital 1543 Chestnut Street Colorado City, TX 79512-3998	(325) 728-3431	
Sterling County Sheriff's Office 609 4th St Sterling City, Texas 76951	(325) 378-4771	
Stonewall County		
LEPC Stonewall County P. O. Box 834 Aspermont, TX 79502-0834	(940) 989-3596	
Stonewall County Sheriff's Department 416 Jefferson Aspermont, Texas 79502	(940) 989-3333	
Stonewall Memorial Hospital 821 North Broadway Aspermont, TX 79502	(940) 989-3551	
Taylor County		
Abilene Regional Medical Center 6250 Highway 83/84 Abilene, TX 79606-5299	(325) 695-9900	
LEPC Taylor County 400 Oak Street, Suite 107 Abilene, TX 79602	(325) 674-1393	
Taylor County Sheriff's Office 450 Pecan St Abilene, Texas 79602	(325) 674-1300	
Terry County		
Brownfield Regional Medical Center 705 East Felt Brownfield, TX 79316	(806) 637-3551	
LEPC Terry County 120 N. 5th Street Brownfield, TX 79316	(806) 637-2511	
Terry County Sheriff's Office 500 W Main Room 301E Brownfield, Texas 79316	(806) 637-2212	

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FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS , CONTINUED**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended		
County Agencies - Texas		
Throckmorton County		
LEPC Throckmorton County P. O. Box 700 Throckmorton, TX 76483	(940) 849-3081	
Throckmorton County Hospital 802 N Minter Ave Throckmorton, TX 76483	(940) 849-2151	
Throckmorton County Sheriff's Office 105 N Minter Ave Throckmorton, Texas 76483	(940) 849-3431	
Upton County		
LEPC Upton County P. O. Box 482 Rankin, TX 79778	(432) 693-2321	
McCamey County Hospital Highway 305 South McCamey, TX 79752	(432) 652-8626	
Upton County Sheriff's Office 205 W 10th St Rankin, Texas 79778	(432) 693-2422	
Ward County		
LEPC Ward County 400 S. Allen, Suite 100 Monahans 79756-4600	(325) 943-3200	
Ward County Sheriff's Office 300 E 4th St Monahans, Texas 79756	(432) 943-6703	
Ward Memorial Hospital 406 South Gary Street Monahans, TX 79756-4798	(432) 943-2511	
Wichita County		
IHS Hospital of Wichita Falls 1103 Grace Street Wichita Falls, TX 76301-4414	(940) 720-6633	
LEPC Wichita County 506 Holliday St. Wichita Falls 76301	(940) 763-0820	
Wichita County Sheriff's Office 900 7th St, Room 100 Wichita Falls, Texas 76307	(940) 766-8170	
Wilbarger County		
LEPC Wilbarger County 1830 Main St. Vernon, TX 76384	(940) 553-1782	

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FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS , CONTINUED**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended		
County Agencies - Texas		
Wilbarger County		
Wilbarger County Sheriff's Office Courthouse Vernon, Texas 76385	(940) 552-6205	
Wilbarger General Hospital 920 Hillcrest Drive Vernon, TX 76384-3196	(940) 552-9351	
Winkler County		
LEPC Winkler County P. O. Drawer Y Kermit, TX 79745	(432) 586-6658	
Winkler County Memorial Hospital 821 Jeffee Drive Kermit, TX 79745-4696	(432) 586-5864	
Winkler County Sheriff's Office 1300 Bellaire St. /P.O. Box 860 Kermit, Texas 79745	(432) 586-3461	
Yoakum County		
LEPC Yoakum County P. O. Box 456 Plains, TX 79355	(806) 456-7491	
Yoakum County Hospital 412 Mustang Drive Denver City, TX 79323	(806) 592-2121	
Yoakum County Sheriff's Office Courthouse Plains, Texas 79355	(806) 456-2377	

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FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended		
USCG CLASSIFIED OSRO		
Eagle Construction and Environmental Services, L. P. Eastland, TX	(800) 336-0909* (254) 629-8625 (Fax)	
Garner Environmental Services a Petro-Clean Dispersant Distributor Deer Park, TX	(281) 930-1200* (800) 424-1716*	
Oil Mop, LLC Pasadena, TX	(800) 645-6671* (713) 534-7300 (713) 534-7304 Fax	
US Environmental Services, LLC Laredo, TX	(888) 279-9930* (877) 398-9911	
Additional Services		
Altura Denver City, TX	(806) 592-2193 (office)	
Amoco Pipeline Levelland, TX	(806) 897-7000 (800) 548-6482 (emergency)	
Amoco Pipeline Wink, TX	(432) 527-3624 (432) 943-9053	
Exxon/Mobil Pipeline	(432) 884-2085 (Kemper) (713) 754-4695 (Control Center)	
Kaston Pipeline	(432) 527-3980 (432) 499-9421 (pager) (713) 656-1235 Houston, TX Control Center	
Kinder-Morgan Energy El Paso, TX	(432) 772-7400	
Marathon Pipeline Control Center	(800) 537-6644	
Aviation Companies		
Evergreen Helicopters - Gulf	(409) 740-0231 (Houston) (281) 488-0110	
Jet Aviation Corp.	(214) 350-8523 (800) 966-2378	

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FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS , CONTINUED**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended		
Aviation Companies		
P K Air Charter Inc.	(713) 649-2800 (800) 833-0497	
Diving Services		
Central States Underwater Contracting Inc.	(913) 262-2155 (800) 233-2213	
Martech International, Inc.	(281) 583-0000	
Oceaneering, Inc.	(713) 329-4500 (800) 527-1865	
Stroud Diving & Hydrography	(904) 353-1777 (800) 446-5235	
Laboratories		
Applied Standards	(409) 721-5800	
Atomic Inspection Labs Field Engineer - Clay Roberts	(505) 828-2315* (800) 313-2315	
Bonded Inspections, Inc.	(972) 276-0846 (888) 826-6333	
Century Inspection Inc.	(972) 241-3361 (800) 221-1843	
Double D Inspection	(432) 366-7158	
Dyess Peterson	(806) 372-4911 (800) 687-4688	
H&G Inspections	(505) 632-3700	
Longview Inspection	(903) 753-2375 (800) 256-5442 (214) 668-2353 After hours (214) 757-5426 After hours	

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FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS , CONTINUED**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended		
Laboratories		
Longview Inspection-Advanced	(800) 637-5911 (432) 563-4465	
Mobile Inspection Service	(505) 327-9473* (800) 732-8448	
Panhandle NDT Inspection Inc.	(806) 273-2733 (800) 422-6398	
Pro Inspection	(432) 362-2247	
Neighboring Facilities		
Centurion	(432) 686-1943	
Chevron Pipeline	(432) 728-3162	
Chevron USA Terminal	(505) 842-3256	
Kinder Morgan	(505) 542-9574	
Kinder Morgan	(915) 772-7400	
Pemex	8-011-52-16-330176	
Sunoco Logistics	(432) 573-2201	
TEPPCO	(432) 682-2576	
Western Refining	(915) 775-3341	

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FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS , CONTINUED**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended		
Service Providers		
A+ Welding & Construction	(918) 352-9272	
Ace Specialties	(432) 332-0691	
American Home Patient	(505) 243-5664* (800) 243-3395	
ARC Welding Services	(432) 856-0671 (432) 526-2228 (mobile)	
Automated Controls	(806) 872-8341*	
Ayres Welding Co.	(940) 586-1737	
B&H Maintenance and Construction	(505) 634-0460	
B&H Maintenance and Construction	(505) 394-2588 (b) (6) (home) Dale Bettis (800) 782-5901	
Basin Communication System	(432) 332-2337	
Bee Roustabout Service	(432) 267-8169*	
Birkhead Feed and Supply	(432) 682-2471 (432) 682-1741 (800) 249-1741	
Bob Muncy Welding Service	(432) 381-2948* (432) 560-9912 (mobile) (432) 560-1529 (mobile)	
Bruton Service Company	(806) 592-2981 (806) 592-2736 (806) 592-2654	

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FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS , CONTINUED**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended		
Service Providers		
Burnett Safety Service	(432) 573-1919	
Charles Wright Construction	(432) 586-2546 (800) 253-5423	
Chestnut's Industrial Cleaning	(432) 362-4579 (b) (6) (home) Mike Sellers (b) (6) (home) John Smith	
CJR Contractors	(806) 592-2558 (800) 592-8197 (806) 592-2232	
Country Store	(806) 872-2422	
Danny's Service Company	(806) 592-3362	
Dean's Marine	(432) 366-7651	
Desert Industrial X-Ray	(432) 363-0669* (888) 483-9729	
Dixie Electric Company	(432) 332-5372	
E. D. Walton Construction - General Oilfield	(432) 573-0146* (800) 657-9190	
E. D. Walton Construction Co.	(432) 561-9305* (800) 657-9342	
Falcon Marine	(432) 697-3261 (432) 332-0951	
Ferguson Construction Co.	(505) 396-3689	

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FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS , CONTINUED**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended		
Service Providers		
Flint Energy Construction Co.	(432) 332-0687*	
Foutz and Bursum Inc.	(505) 634-4000 (505) 320-2416 (mobile) Steve Foutz (b) (6) (home) Steve Foutz	
Four States Communications	(505) 325-4609	
Four-Four, Inc.	(505) 327-2711 (b) (6) (home) Bernie Strunk	
Frank's Fuels	(432) 322-0829* (800) 38-3426	
Gandy Corporation	(505) 398-4960*	
Garrison Contractors Inc.	(432) 336-3201* (432) 639-2811*	
Hill Engine, Inc.	(505) 397-3248* (800) 658-9952	
Holloman Corporation	(432) 381-2000* (800) 521-2461	
J. D. Williamson Construction	(432) 682-2001	
J. D. Williamson Construction, Inc.	(432) 561-9305	
Jack's Road boring and Pipeline Construction, Inc.	(432) 573-0135 (800) 221-2756	
JPN Service Company	(806) 592-8858* (806) 592-5230	

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FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS , CONTINUED**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended		
Service Providers		
Key Communications	(505) 393-8974	
Key Energy Service	(505) 394-2581 (505) 397-4994*	
Lin-Fab	(432) 682-5143	
M&P Construction Company, Inc.	(432) 586-5827 (b) (6) (home) Odin Marshall, Jr. (b) (6) (home) Odin Marshall II	
M&W Hot Oil Inc.	(432) 336-2131	
McDonald's Welding Supply	(432) 573-5329 (800) 657-6207	
Midland Safety & Health	(432) 520-3838* (888) 395-5235	
Midwestern Services, Inc.	(432) 573-6385	
Onda-Lay	(432) 689-8461 (800) 724-7473	
Ozona Wool & Mohair Co.	(432) 392-2623	
P.C.I. Environmental Services	(800) 472-0198* (432) 697-4540	
Permian Communications	(432) 573-8296*	
PetroPlex Pipe & Construction, Inc.	(432) 697-4540* (800) 472-0198	

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FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS , CONTINUED**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended		
Service Providers		
Pool Well Servicing	(432) 563-4894*	
R&J Backhoe Service	(806) 592-8013	
R&S Roustabout Service	(806) 637-7750*	
Red Man Pipe and Supply Co.	(432) 573-1097*	
Roberto's Backhoe Service	(432) 652-3686*	
Ron's Welding	(505) 393-5305	
Rototec, Inc.	(432) 335-5003	
Superior Electric Company	(432) 332-0276	
Ted Crenwelge	(432) 573-9738 (b) (6) (home) (432) 575-3207 (mobile)	
The Bovaird Supply Company	(432) 563-0833 (432) 682-8649 (mobile) (432) 694-9304 (night) (432) 697-6026	
Timmons Construction Company	(432) 778-0676 (432) 539-1399 (weekend mobile #)	
Travis Boating	(432) 697-3261	
United Machine and Tool	(806) 592-3519	

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FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS , CONTINUED**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended		
Service Providers		
Walton Construction	(505) 393-3174 (505) 397-4128 (b) (6) (home) David Walton (800) 530-8128	
Western Welding	(806) 592-3070	
Wilson Supply	(432) 573-2616*	
Transport Companies		
Big Sky Towing	(432) 561-8447 (800) 553-3084 (432) 559-2474 (mobile)	
Commercial Metals	(432) 332-0326 (432) 337-1513	
Neal Pool Wreckers (Wrecker Service)	(432) 337-5229	
QOS Quality Oil Field Services	(800) 749-6613 (432) 236-6611 (after hrs. answering service)	
Utilities		
Atmos Energy	(800) 692-4694	
Berhost Power & Light	(505) 327-3697	
Burlington Northern Santa Fe Railroad	(800) 832-5452	
Canadian Pacific Railway	(800) 777-4499	
Central Valley Electric	(505) 746-3571	
City of Carlsbad	(505) 885-2111	

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FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS , CONTINUED**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended		
Utilities		
El Paso Electric	(505) 523-7591	
Electric Motor Repair	(806) 592-2454 (877) 870-5563	
Four Corners Electric	(505) 325-1459	
GTE	(800) 483-1000	
K&S Electric	(505) 393-3114* (800) 527-1999	
Kay and Company	(806) 592-3513* (800) 582-1951	
Lea county Electric Co-Op	(505) 396-3631	
Otis Water	(505) 236-6050	
Pateau Telecommunications	(505) 849-1628	
PNM Gas	(800) 464-7462	
Sierra Electric	(505) 744-5231	
Socorro Electric	(800) 351-7575	
ST Services	(505) 437-7500	

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FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS , CONTINUED**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended		
Utilities		
Underwood Electric	(432) 586-6541 (432) 586-2138 (432) 586-9191	
Union Pacific Railroad	(888) 877-7267	
US West Communications	(800) 573-1311	
Xcel Energy	(800) 895-1999	
Vacuum Truck Services		
Bruton Service	(806) 592-2981	
Dawn Trucking	(505) 563-4100	
Dawn Trucking	(505) 327-6314	
Gandy Oilfield Services	(505) 396-4960	
Gold Star Service	(505) 393-0371	
Gold Star Service	(505) 394-2504	
I&W, Inc.	(505) 677-2111	
K&S Trucking, Inc.	(432) 652-3345* (432) 652-3344	
Key Energy Service	(505) 397-4994 (505) 397-8144	

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FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS , CONTINUED**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended		
Vacuum Truck Services		
Key Energy Service	(505) 394-2581 (505) 394-2512	
Lee Transport, Inc.	(806) 229-6116	
Malco Trucking	(432) 498-6190	
Midwestern Services	(713) 923-8691 (800) 207-0287*	
Midwestern Vacuum Truck Co., Inc.	(432) 573-6666	
P&N Trucking	(432) 586-3566	
Pate Trucking Co., Inc.	(505) 397-6264	
Pate Trucking Company, Inc.	(806) 592-2772	
Pool Company	(432) 558-3411* (432) 558-2798 (J. B. Edwards) (432) 558-2464 (Nathan McLaughlin)	
QOS - Quality Oil Pump Services, Inc.	(800) 749-6613	
Rapid Transport	(432) 586-6014	
South Texas Lumber Co.	(432) 392-2634	
T Energy	(432) 756-2875	

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FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS , CONTINUED**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended		
Vacuum Truck Services		
Trio Specialists	(432) 853-2884 (432) 853-2089	
Waste Management		
Contract Environmental	(505) 325-1198	
Controlled Recovery Inc.	(505) 393-1079 (800) 658-6914	
Environmental Specialty Storage & Recycling, Inc.	(432) 523-1019	
Envirotech	(505) 632-0615	
Wildlife Rehabilitation		
International Bird and Rescue Research Center	(510) 841-9086 (409) 740-4728 (Galveston, TX) (800) SKY PAGE PIN 5464375 (Pager) (707) 207-0380 (310) 514-2573	
Tri-State Bird Rescue and Research	(302) 737-7241* (302) 737-9543 (800) 710-0695 (pager) (800) 710-0696	

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FIGURE 3.1-6 - REPORTING REQUIREMENTS

AGENCY / ADDRESS	DESCRIPTION
National Response Center (NRC) c/o United States Coast Guard (CG-5335) - Stop 7581 2100 2nd Street, SW Washington, D.C. 20593-0001	<p>Notification Conditions:</p> <ul style="list-style-type: none"> - Explosion or Fire \geq 5 gallons - Any release in water - Any release $>$ 5 barrels related to maintenance activities - Damage \geq \$50,000 - Death - Injury requiring hospitalization - Any release that the operator deems significant <p>Notify ASAP for all Reportable Quantities (RQs). The NRC must be notified of any spill on land that threatens navigable waters.</p> <p>The NRC is then responsible for notifying other federal agencies. A report must then be filed with the EPA. Reports must include the following:</p> <ol style="list-style-type: none"> a. Name and address of the operator. b. Name and telephone number of report. c. Location of the failure. d. Time of the failure. e. Fatalities and personal injuries, if any. f. All other significant facts known by the operator that are relevant to the cause of the failure or extent of the damages.

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FIGURE 3.1-6 - REPORTING REQUIREMENTS

AGENCY / ADDRESS	DESCRIPTION
New Mexico Department of Public Safety--Emergency Management	<p>An immediate telephonic notification is required if the reportable quantity (RQ) of a hazardous substance (as listed in 40 CFR 302.4) or extremely hazardous substance (as listed in Appendix A and B of 40 CFR Part 355.40) is exceeded. A written report must be submitted as soon as practicable. Telephonic and written reports must also be filed with the LEPC.</p> <p>H2S is listed in Appendix A and B of 40 CFR Part 355.40 as an extremely hazardous substance and has a RQ of 100 pounds.</p> <p>MSDS's may be helpful in determining whether a spilled substance is reportable.</p>

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FIGURE 3.1-6 - REPORTING REQUIREMENTS

AGENCY / ADDRESS	DESCRIPTION
New Mexico Energy, Minerals and Natural Resources Department	<p>The following releases of crude oil, condensate or natural gas from transportation facilities require a verbal report (required within 24 hours of discovery) and a written Division Form C-141 report (required within 15 days of discovery):</p> <ul style="list-style-type: none"> * Releases in excess of 25 barrels (for crude oil or condensate) * Releases of any volume which: <ul style="list-style-type: none"> * Result in fire * Will reach a water course, or * May with reasonable probability endanger public health? * Releases which result in substantial damage to property or the environment, or * Releases of any volume, which may with reasonable probability, be detrimental to water. <p>Water course shall mean any lake bed, or gully, draw, stream bed, wash arroyo, or natural or human-made channel through which water flows or has flowed.</p> <p>The following releases of crude oil or natural gas from transportation facilities only require a written Division Form C-141 report (required within 15 days of discovery):</p> <ul style="list-style-type: none"> * Releases greater than 5 barrels, but less than 25 barrels of crude oil or condensate, or * Releases greater than 50 Mcf, but less than 500 Mcf of gas. <p>For releases that may be detrimental to surface or ground water, a verbal report (required within 24 hours) and a written Division Form C-141 report (required within 15 days of discovery) is required to be filed with the Division's Environmental Bureau Chief.</p>

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FIGURE 3.1-6 - REPORTING REQUIREMENTS

AGENCY / ADDRESS	DESCRIPTION
New Mexico Environment Dept.	Report any discharge from any facility of oil or other water containment whose quantity may, with reasonable probability, injure or be detrimental to human health, animal or plant life, or property, or unreasonably interfere with the public welfare or the use of property, as soon as possible after learning of such a discharge, but in no event more than 24 hours thereafter. A written report must be submitted within one week.

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FIGURE 3.1-6 - REPORTING REQUIREMENTS

AGENCY / ADDRESS	DESCRIPTION
TCEQ: Environmental Hotline	<p>All Oil Releases: Immediately report (within 1 hour) any actual or threatened unauthorized discharge environment of a refined product or other material release originating from a truck.</p> <ul style="list-style-type: none"> * 210 gallons (5 barrels) or more of crude oil * 25 gallons or more of refined product, or * Any quantity of crude oil or refined product released into water in the state that creates a sheen. <p>Water in the state includes groundwater, percolating or otherwise, lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, wetlands, marshes, inlets, canals, the Gulf of Mexico, inside the territorial limits of the state, and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or non-navigable, and including the beds and banks of all watercourses and bodies of surface waters, that are wholly or partially inside or bordering the state or inside the jurisdiction of the state.</p>

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FIGURE 3.1-6 - REPORTING REQUIREMENTS

AGENCY / ADDRESS	DESCRIPTION
Texas Parks & Wildlife Dept. 4200 Smith School Road Austin, TX 78744	As a courtesy, contact department for any spill that does or could potentially affect fish & wildlife.

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FIGURE 3.1-6 - REPORTING REQUIREMENTS

AGENCY / ADDRESS	DESCRIPTION
Texas Railroad Commission, Oil & Gas Division ,	Oil Release at Leases and Truck Spills Immediately report any crude oil release greater than 5 barrels to the appropriate district office. Form H-8 is required to be filed within 30 days.

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FIGURE 3.1-6 - REPORTING REQUIREMENTS

AGENCY / ADDRESS	DESCRIPTION
Texas Railroad Commission, Pipeline Safety Section ,	<p>Discharge of Oil from Intrastate Pipeline</p> <p>Report any release of a pre-refined product exceeding 5 barrels to the appropriate District office.</p> <p>Within two hours following discovery, report all spills (occurring on pipelines regulated by the TRRC) which meet the Federal reporting requirements (see NRC reporting requirements). Ask contact to notify TRRC District office or request district office phone number because it is different from Oil & Gas Division. District office must be notified.</p> <p>A written on DOT form 7000-1 and RRC form H-8 must be submitted within 30 days.</p>

SECTION 4 RESPONSE TEAM ORGANIZATION

Last Revised: May 2008

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4.1 Description

4.2 Activation Procedures

4.3 Team Member Response Times

4.4 Incident Command System / Unified Command

4.5 Qualified Individual (QI)

Figure 4.5-1 - Emergency Management Team (EMT) Organization Chart

4.6 Emergency Management Team (EMT) Job Descriptions and Guidelines

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4.1 DESCRIPTION

The Company has developed its emergency response organization around the Incident Command System (ICS), which provides the structure for effective management of response resources. The Emergency Management Team (EMT) has been created and organized to plan for and manage oil spills and other emergencies.

The Company utilizes a Division Response Team (DRT) to staff ICS positions during emergencies that exceed the capabilities of the on-site Emergency Management Team. The DRT provides enhanced assimilation with the Unified Command System during significant emergencies. Personnel from the DRT are trained to address Planning, Logistics, Administration/Finance, Information, and Liaison roles.

Job descriptions for each EMT member are provided in **SECTION 4.6**. The EMT will train by participating in exercises as noted in **APPENDIX A**. Refer to **FIGURE 3.1-1** for notification procedures.

4.2 ACTIVATION PROCEDURES

Following initial notification the IC may be able to respond without assistance from the EMT. If the situation requires more resources, additional personnel or management support may be requested from the EMT.

In the case of a larger emergency, the DRT would be activated by the QI requesting additional resources through the Division Manager. The Division Manager would activate the DRT to the incident. Depending on the size of the event, the Division Manager may request assistance from corporate personnel to provide additional resources, as needed.

4.3 TEAM MEMBER RESPONSE TIMES

See **FIGURE 3.1-4** for each team member's response time "EPA Facilities only".

4.4 INCIDENT COMMAND SYSTEM / UNIFIED COMMAND

The Incident Command System (ICS) will be used by the Company EMT for spill response. The EMT organization chart is provided in **FIGURE 4.5-1**. The organization can be expanded or contracted as necessary. If an OSRO or other contractor is used to staff ICS positions for the Spill Management Team, the commitment will be specified in writing.

The Unified Command System (UCS) is the accepted method of organizing key spill management entities within the Incident Command System. The primary entities include:

- Federal On-Scene Coordinator (FOSC)
- State On-Scene Coordinator (SOSC)
- Company Incident Commander

These three people share decision-making authority within the Incident Command System and are each responsible for coordinating other federal, state, and company personnel to form an effective integrated Emergency Management Team. Refer to **SECTION 4.6** for detailed checklists of the EMT roles and responsibilities as well as organizational interfaces with external parties.

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4.5 QUALIFIED INDIVIDUAL (QI)

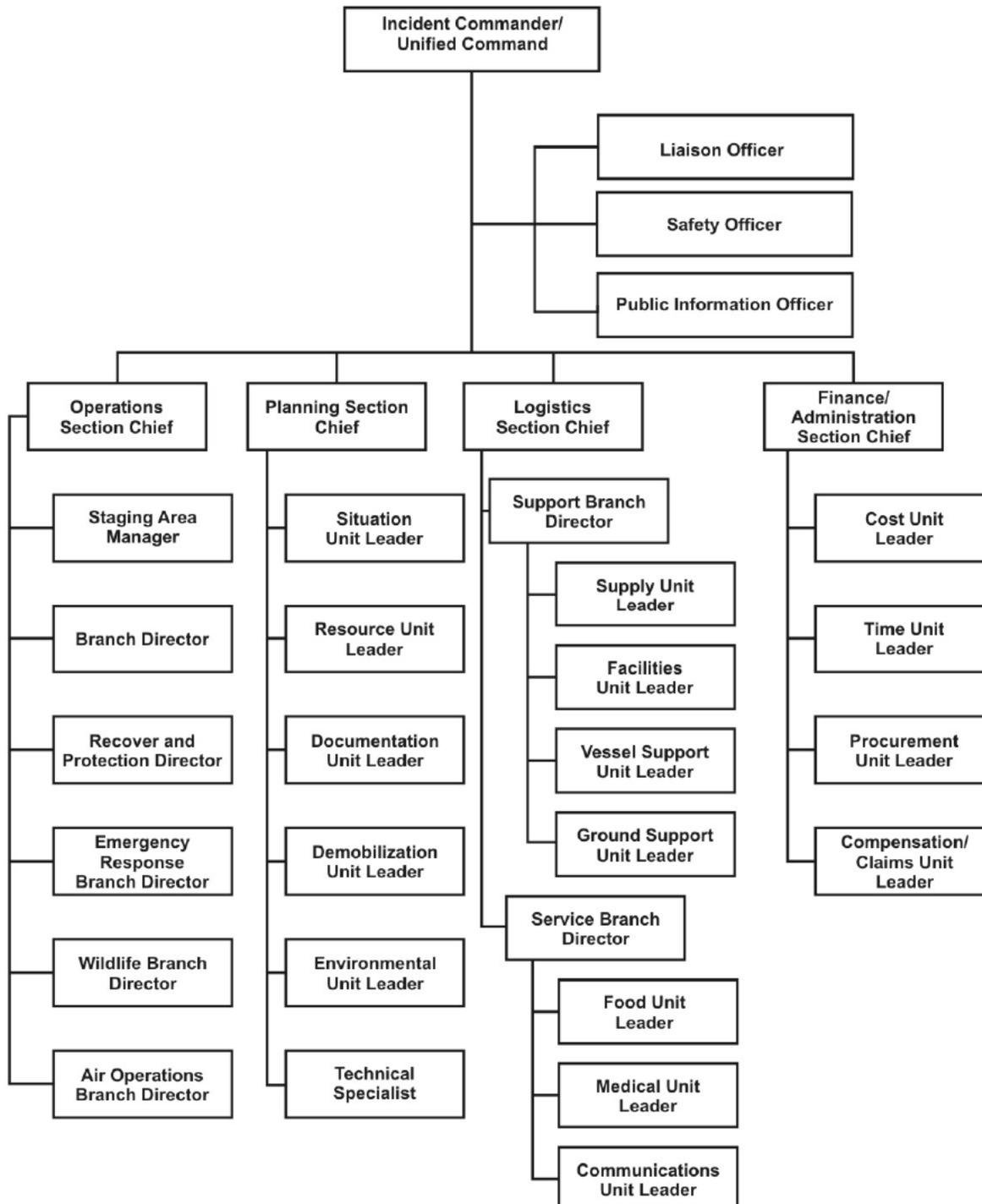
The Qualified Individual (QI) or alternate is an English-speaking representative, available on a 24-hour basis, and trained in the responsibilities outlined in this section. The QI has the following responsibilities and authorities as required by the Oil Pollution Act of 1990 (OPA 90):

- The Qualified Individual (QI) is granted full authority to implement the Facility Response Plan (FRP).
- Activate internal alarm and hazard communication systems to notify all appropriate personnel.
- Notify all response personnel and contractors (as needed).
- Identify the character, exact source, amount, and extent of the release and other necessary items needed for notifications.
- Notify and provide information to appropriate federal, state, and local authorities.
- Assess the interaction of the spilled substance with water and/or other substances stored at the facility and notify on-scene response personnel of assessment.
- Assess possible hazards to human health and the environment.
- Assess and implement prompt removal actions.
- Coordinate rescue and response actions.
- Access Company funds to initiate cleanup activities.
- Direct cleanup activities until properly relieved of the responsibility or the incident is terminated.

For further information on Qualified Individual's training, refer to **APPENDIX A**. Phone numbers for Qualified Individuals are provided in **FIGURES 1-2** and **3.1-4**.

FIGURE 4.5-1 - EMERGENCY MANAGEMENT TEAM (EMT) ORGANIZATION CHART

(Click here for larger view)



4.6 EMERGENCY MANAGEMENT TEAM (EMT) JOB DESCRIPTIONS AND GUIDELINES

The following job descriptions and guidelines are intended to be used as a tool to assist EMT members in their particular positions within the Incident Command System (ICS):

- Incident Commander
- Safety Officer
- Operations Chief
- Planning Chief
- Logistics Chief
- Finance Chief
- Information Officer
- Liaison Officer

INCIDENT COMMANDER

The Incident Commander (IC) manages all activities related to an emergency response and acts as Qualified Individual (QI). As such, the Incident Commander needs to be familiar with the contents of the Facility Response Plan (FRP), Oil Spill Response Plan (OSRP), Emergency Response Action Plan (ERAP), and the Spill Prevention Control and Countermeasure Plan (SPCC). The Incident Commander (IC) must also be familiar with the operation of the Incident Command System (ICS) and the Unified Command Structure (UCS).

The primary goal of this system is to establish and maintain control of the emergency response. If the emergency involves a multi-jurisdictional response (Federal and State), the Unified Command Structure (UCS) should be established. **Realize that the Federal On-Scene Coordinator (FOSC) does have the authority to override the Incident Commander and assume control of the response.** Every effort should be made to establish a collaborative relationship to manage the incident site with the appropriate responding agencies.

As soon as possible but not later than one (1) week following an incident, the Incident Commander shall conduct a critique of the response and follow-up of action items. Participants shall include Operations Control personnel, Company supervisors, and employees and outside agencies involved in the response. An Incident Debriefing Form is provided in **SECTION 8.3**.

Responsibilities:

- Maintain Activity Log.
- Establish Incident Command/Unified Command Post.
- Activate necessary section(s) of the Incident Command System (ICS) to deal with the emergency. Fill out the appropriate section(s) of the Incident Command organization chart and post it at the Incident Command Center.
- Develop goals and objectives for response.
- Work with Safety Officer and Planning Section Chief to develop a Site Safety Plan (SSP).
- Approve, authorize, and distribute Incident Action Plan (IAP) and SSP.
- Conduct planning meetings and briefings with the section chiefs.
- As Qualified Individual coordinate actions with Federal On-Scene Coordinator (FOSC) and State On-Scene Coordinator (SOSC).
- In a multi-jurisdictional response, ensure that all agencies are represented in the ICS.
- Coordinate and approve media information releases with the FOSC, SOSC, and Public Information Officer (PIO).
- Keep management informed of developments and progress.
- Authorize demobilization of resources as they are no longer needed.
- Complete Standard Incident Debriefing Form (**FIGURE 8.3-1**).

SAFETY OFFICER

The Safety Officer is responsible for assessing and monitoring hazardous and unsafe situations at the emergency response site(s). The Safety Officer must develop measures that assure the safety of the public and response personnel. This involves maintaining an awareness of active and developing situations, ensuring the preparation and implementation of the Site Safety Plan (SSP) and assessing safety issues related to the Incident Action Plans (IAP).

Responsibilities:

- Maintain Activity Log.
- Obtain briefing from Incident Commander (IC).
- Develop, implement, and disseminate SSP with IC and section chiefs.
- Participate in planning meetings and briefings.
- Establish safety staff if necessary.
- Identify emergency contact numbers. Fill out emergency contact chart and post in the Incident Command Center.
- Conduct safety briefings with all emergency responders.
- Investigate accidents that have occurred during emergency response.
- Ensure proper hazard zones are established.
- Ensure all emergency responders have appropriate level of training.
- Ensure proper Personal Protective Equipment (PPE) is available and used.
- Advise Security/Medical Group Leader concerning PPE requirements.
- Ensure emergency alarms/warning systems are in place as needed.
- Participate in Post Incident Review (**SECTION 8.3**).

OPERATIONS CHIEF

The Operations Chief is responsible for the management of all operations applicable to the field response and site restoration activities. Operations directs field activities based on the Incident Action Plan (IAP) and Site Safety Plan (SSP).

Responsibilities:

- Maintain Activity Log.
- Obtain briefing from Incident Commander (IC).
- Participate in Incident Command planning meetings and briefings.
- Conduct planning meetings and briefings for Operations Section.
- Develop operations portion of IAP.
- Supervise the implementation of the IAP.
- Make or approve expedient changes to the IAP.
- Request resources needed to implement IAP.
- Approve list of resources to be released.
- Ensure safe tactical operations.
- Establish a staging area for personnel and equipment.
- Confirm first responder actions.
- Confirm the completion of rescue/evacuation and administering of first aid.
- Confirm site perimeters have been established.
- Coordinate activities of public safety responders, contractors, and mutual assistance organizations.
- Participate in Post Incident Review (**SECTION 8.3**).

PLANNING CHIEF

The Planning Chief is responsible for collecting, evaluating, and disseminating information related to the current and future events of the response effort. The Planning Chief must understand the current situation; predict the future course of events; predict future needs; develop response and cleanup strategies; and review the incident once complete.

The Planning Chief must coordinate activities with the Incident Commander (IC) and other Chiefs to ensure that current and future needs are appropriately handled.

Responsibilities:

- Maintain Activity Log.
- Obtain briefing from the IC.
- Establish and maintain communication with IC and other Section Chiefs.
- Advise IC on any significant changes of incident status.
- Conduct planning meetings and briefings for Planning section.
- Coordinate and provide input to the preparation of the Incident Action Plan (IAP).
- Participate in Incident Command planning meetings and briefings.
- In a multi-jurisdictional response, ensure that all agencies are represented in the Planning Section.
- Coordinate future needs for the emergency response.
- Determine response personnel needs.
- Determine personnel needs and request personnel for Planning section.
- Assign technical specialists (archaeologists, historians, biologists, etc.) where needed.
- Collect and analyze information on the situation.
- Assemble information on alternative response and cleanup strategies.
- Ensure situation status unit has a current organization chart of the Incident Command Organization.
- Provide periodic spill movement/migration prediction.
- Participate in Post Incident Review (**SECTION 8.3**).

LOGISTICS CHIEF

The Logistics Chief is responsible for procuring facilities, services, and material in support of the emergency response effort.

Responsibilities:

- Maintain Activity Log.
- Obtain briefing from the Incident Commander (IC).
- Participate in Incident Command planning meetings and briefings.
- Conduct planning meetings and briefings for Logistics section.
- Participate in the preparation of the Incident Action Plan (IAP).
- Identify service and support requirements for planned operations.
- Identify sources of supply for identified and potential needs.
- Advise IC on current service and support requirements.
- Procure needed materials, equipment and services from sources by means consistent with the timing requirements of the IAP and Operations.
- Ensure all purchases are documented.
- Participate in Post Incident Review (**SECTION 8.3**).

FINANCE CHIEF

The Finance Chief is responsible for accounting, legal, right-of-way and risk management functions that support the emergency response effort. In this role, the primary responsibility is supporting the Command Staff and Logistics Section matters pertaining to expenses during and following the emergency response.

Responsibilities:

- Maintain Activity Log.
- Obtain briefing from Incident Commander (IC).
- Participate in Incident Command planning meetings and briefings.
- Conduct planning meetings and briefings for Finance section.
- Participate in preparation of the Incident Action Plan (IAP).
- Participate in planning meetings.
- Participate in Unified Command System (UCS) as incident warrants.
- Request assistance of corporate accounting, legal, right-of-way or risk management as needed.
- Assist with contracting administration.
- Participate in Post Incident Review (**SECTION 8.3**).

INFORMATION OFFICER

The Information Officer (IO) provides critical contact between the media/public and the emergency responders. The IO is responsible for developing and releasing information about the incident to the news media, incident personnel, appropriate agencies and public. When the response is multi-jurisdictional (involves the federal and state agencies), the IO must coordinate gathering and releasing information with these agencies.

The IO needs to communicate that the Company is conducting an effective response to the emergency. The IO is responsible for communicating the needs and concerns of the public to the Incident Commander (IC).

Responsibilities:

- Maintain Activity Log.
- Obtain briefing from IC.
- Participate in all planning meetings and briefings.
- Obtain outside information that may be useful to incident planning.
- Develop goals and objectives regarding public information.
- Arrange for necessary workspace, materials, telephones and staffing for Public Information Center (PIC).
- Establish a PIC, ensuring all appropriate agencies participate.
- Provide a single point of media contact for the IC.
- Coordinate media access to the response site as approved by the IC.
- Obtain approval for release of information from the IC.
- Arrange for meetings between media and emergency responders.
- Maintain list of all media present.
- Participate in Post Incident Review (**SECTION 8.3**)

LIAISON OFFICER

If a Unified Command Structure is not established, a Liaison Officer is appointed as the point of contact for personnel assigned to the incident from assisting or cooperating agencies.

Responsibilities:

- Maintain Activity Log.
- Obtain briefing from Incident Commander (IC).
- Participate in planning meetings and briefings.
- Identify and maintain communications link with agency representatives, assisting, and coordinating agencies.
- Identify current or potential inter-organizational issues and advise IC as appropriate.
- Coordinate with Legal Group Leader and Public Information Officer (PIO) regarding information and documents released to government agencies.
- Participate in Post Incident Review (**SECTION 8.3**).

SECTION 5 INCIDENT PLANNING

Last Revised: May 2008

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5.1 Documentation Procedures

5.2 Incident Action Plan Process and Meetings

Figure 5.2-1 Operational Period Planning Cycle

5.2.1 Incident Occurs / Notifications

5.2.2 Initial Response and Assessment

5.2.3 Unified Command Objectives Meeting

5.2.4 Tactics Meeting

5.2.5 Planning Meeting

5.2.6 Incident Action Plan (IAP) Preparation and Approval

5.2.7 Operations Briefing

5.2.8 Assess Progress

5.2.9 Initial Unified Command Meeting

5.2.10 Command Staff Meeting

5.2.11 Command and General Staff Breakfast / Supper

5.2.12 Business Management Meeting

5.2.13 Agency Representative Meeting

5.2.14 News Briefing

SECTION 5 INCIDENT PLANNING, CONTINUED

5.3 ICS Forms

5.3.1 Incident Briefing ICS 201-OS

5.3.2 Incident Action Plan (IAP) Cover Sheet

5.3.3 Incident Objectives ICS 202-OS

5.3.4 Organization Assignment List ICS 203-OS

5.3.5 Assignment List ICS 204-OS

5.3.6 Communications Plan ICS 205-OS

5.3.7 Medical Plan ICS 206-OS

5.3.8 Incident Status Summary ICS 209-OS

5.3.9 Unit Log ICS 214-OS

5.3.10 Individual Log ICS 214a-OS

5.4 Site Safety and Health Plan

5.5 Decontamination Plan

5.6 Disposal Plan

5.7 Incident Security Plan

5.8 Demobilization Plan

5.1 DOCUMENTATION PROCEDURES

Documentation of a spill response provides a historical record, keeps management informed, serves as a legal instrument, and is a means to account for the cleanup costs.

Documentation should begin immediately upon spill notification and continue until termination of all operations. Documentation should include the following:

- Spill origin and characteristics,
- Sampling surveys,
- Photographic surveys,
- Climatological data,
- Labor and equipment accounting, and
- Copies of all logs, contracts, contacts, and plans prepared for the incident.

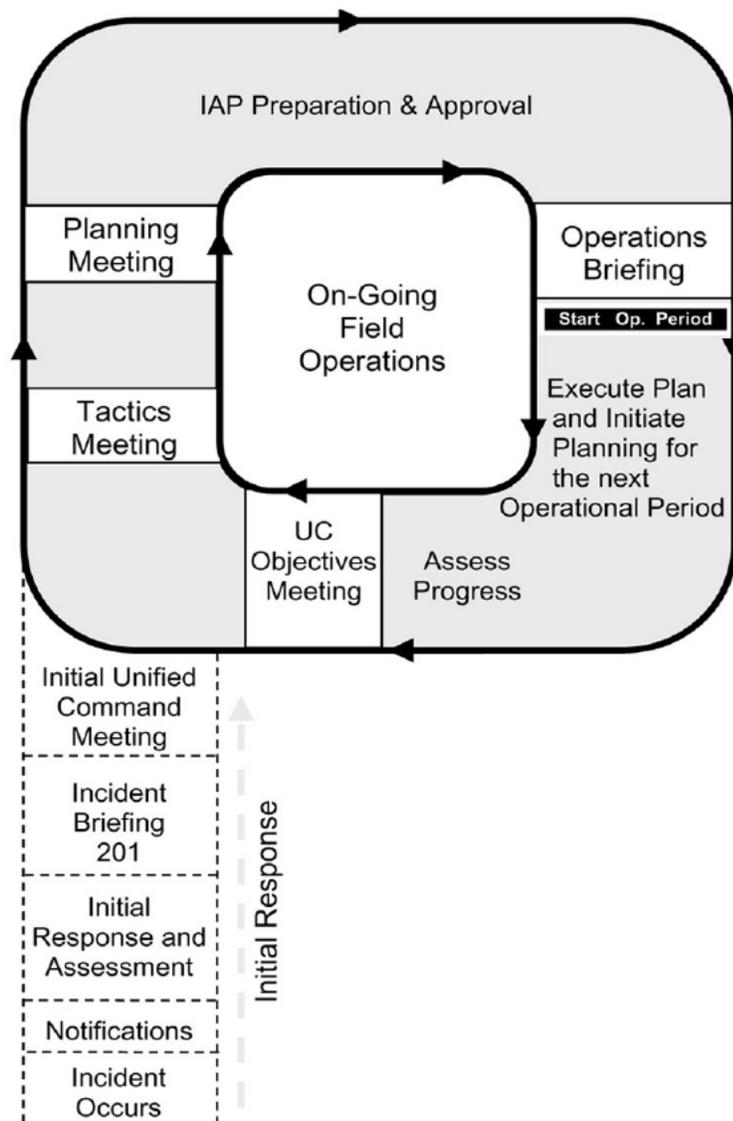
5.2 INCIDENT ACTION PLAN PROCESS AND MEETINGS

The period of INITIAL RESPONSE AND ASSESSMENT occurs in all incidents. Short-term responses (small in scope and/or duration, e.g., few resources working one operational period) often can be coordinated using only ICS 201 Briefings.

Longer-term, more complex responses, will likely require a dedicated Planning Section Chief (PSC) who must arrange for transition into the OPERATIONAL PERIOD PLANNING CYCLE. Certain meetings, briefings, and information-gathering during the Cycle lead to the Incident Action Plan (IAP) that guides operations of the next operational period. Only the meetings and events directly relevant to assembling the IAP are described. The IC/UC specifies the operational periods (e.g., 12-hour shifts, sunrise to sunset, 24-hour shifts etc.).

The SPECIAL PURPOSE meetings are most applicable to larger incidents requiring an OPERATIONAL PERIOD PLANNING CYCLE, but may have utility during INITIAL RESPONSE AND ASSESSMENT. The UNIFIED COMMAND MEETING and other special purpose meetings are briefly noted.

FIGURE 5.2-1 OPERATIONAL PERIOD PLANNING CYCLE



5.2.1 Incident Occurs / Notifications

When an incident occurs, notifications will be made to the appropriate Federal, State, and Local agencies and the initial assessment and response actions will begin.

5.2.2 Initial Response and Assessment

INCIDENT BRIEFING (ICS 201)

During the transfer of command process, an ICS 201 formatted briefing provides the incoming IC/UC with basic information regarding the incident situation and the resources allotted to the incident. Most importantly, it is the de facto Incident Action Plan (IAP) for the initial response and remains in force and continues to develop until the response ends or the Planning Section generates the incident's first IAP. It also is suitable for briefing individuals newly assigned to Command and General Staff, as well as needed assessment briefings for the staff.

When: New IC/UC; staff briefing, as required
Briefer: Current IC/UC
Attendees: Prospective IC/UC; Command, and General Staff, as required
Agenda: Using ICS 201 as an outline, included:

1. Situation (note territory, exposures, safety concerns, etc.; use map/charts).
2. Objectives and priorities.
3. Strategies and tactics.
4. Current organization.
5. Resource assignments.
6. Resources enroute and/or ordered.
7. Facilities established.

OPERATIONAL PERIOD PLANNING CYCLE (Events most related to assembling IAP)

5.2.3 Unified Command Objectives Meeting

The IC/UC will review/identify and prioritize objectives for the next operational period for the ICS 202 form. Objectives from the previous operational period are reviewed and any new objectives are identified.

When: Prior to Tactics Meeting
Facilitator: UC Member
Attendees: UC Members; Command and General Staff, as appropriate
Agenda:

1. Review/identify objectives for the next operational period (clearly stated and attainable with the resources available, yet flexible enough to allow Operations Section Chief to choose tactics).
2. Review any open agenda items from initial/previous meetings.

5.2.4 Tactics Meeting

This 30-45 minute meeting creates the blueprint for tactical deployment during the next operational period. In preparation for the Tactics Meeting, the Planning Section Chief and Operations Section Chief review the current IAP and situation status information, as provided through the Situation Unit, to assess work progress against IAP objectives. The Operations Section Chief/Planning Section Chief will jointly develop primary and alternate strategies to meet objectives for consideration at the next Planning Meeting.

When: Prior to Planning Meeting
Facilitator: Planning Section Chief
Attendees: Planning Section Chief, Operations Section Chief, Logistics Section Chief, Resources Unit Leader, Situation Unit Leader, and Environmental Unit Leader

Agenda:

1. Review the objectives for the next operational period.
2. Develop strategies (primary and alternatives).
3. Prepare a draft of ICS 215 to identify resources that should be ordered through Logistics.

5.2.5 Planning Meeting

This meeting defines incident objectives, strategies, and tactics and identifies resource needs for the next operational period. Depending on incident complexity, this meeting should last no longer than 45 minutes. This meeting fine-tunes objectives and priorities, identifies and solves problems, and defines work assignments and responsibilities on a completed ICS Form 215 (Operations Planning Worksheet). Meeting preparations include conducting a Tactics Meeting. Displays in the meeting room should include Objectives (ICS 202) for the next operational period, large sketch maps or charts clearly dated and timed, poster-size Operational Planning Worksheet (ICS 215), current resource inventory prepared by Resources Unit, and current situation status displays prepared by Situation Unit. After the meeting, the ICS 215 is used by the Logistics Section Chief to prepare the off-incident tactical and logistical resource orders, and used by Planning Section Chief to develop IAP assignment lists.

When: After the Tactics Meeting
Facilitator: Planning Section Chief
Attendees: Determined by IC/UC, generally IC/UC, Command Staff, General Staff, Air Operations Section Chief, Resources Unit Leader, Situation Unit Leader, Environmental Unit Leader, and Technical Specialists, as required

Agenda:

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5.2.5 Planning Meeting, Continued

1. State incident objectives and policy issues. IC/UC
2. Briefing of situation, critical and sensitive areas, weather/sea forecast, resource status/availability. Planning Section Chief with Situation Unit Leader, Resources Unit Leader
3. State primary and alternative strategies to meet objectives. Operations Section Chief with Planning Section Chief, Logistics Section Chief
4. Designate Branch, Division, Group boundaries and functions, as appropriate; use maps and ICS 215. Operations Section Chief
5. Specify tactics for each Division, note limitations. Operations Section Chief, Situation Unit Leader assist
6. Specify resources needed by Divisions/Groups. Operations Section Chief, with Planning Section Chief, Logistics Section Chief
7. Specify operations facilities and reporting locations (plot on map). Operations Section Chief, Logistics Section Chief assist
8. Develop resources, support, and overhead order(s). Planning Section Chief, Logistics Section Chief
9. Consider support issues and agree on plans: communications, traffic, safety, medical, etc. Logistics Section Chief, Planning Section Chief assist
10. Assisting or cooperating agency and stakeholder group considerations regarding Incident Action Plan. Liaison Officer
11. Safety considerations regarding Incident Action Plan. Safety Officer
12. News media/public considerations regarding Incident Action Plan. Information Officer
13. Finalize, approve Incident Action Plan for next operational period. IC/UC

5.2.6 Incident Action Plan (IAP) Preparation and Approval

Immediately following the Planning Meeting, the attendees prepare their assignments for the IAP to meet the Planning Section Chief deadline for assembling the IAP components. The deadline will be early enough to permit timely IC/UC approval, and duplication of sufficient copies for the Operations Briefing and for overheads.

When: Immediately following Planning Meeting, Planning Section Chief assigns deadline

Facilitator: Planning Section Chief

Common Components:		Responsible to Prepare
1.	Incident Objectives (ICS 202)	[Resources Unit Leader]
2.	Organization List (ICS 203)	[Resources Unit Leader]
3.	Assignment List (ICS 204)	[Resources Unit Leader/Planning Section Chief]
4.	Communications Plan (ICS 205)	[Communications Unit Leader]
5.	Medical Plan (ICS 205)	[Medical Unit Leader]
6.	Incident Map	[Situation Unit Leader]

Optional Components (use as pertinent):

Optional Components (use as pertinent):		Responsible to Prepare
1.	Air Operations Summary (ICS 220)	[Air Operations Branch Director]
2.	Traffic Plan	[Ground Support Unit Leader]
3.	Demobilization Plan	[Demobilization Unit Leader]

5.2.7 Operations Briefing

This less-than-30-minute meeting conveys the IAP for the oncoming shift to the response organization. After this meeting, off-going field supervisors should be interviewed by their reliefs and by Operations Section Chief in order to further confirm or adjust the course of the new shift's IAP. Shifts in tactics may be made by the operations section supervisors. Similarly, a supervisor may reallocate resources within a division or group to adapt to changing conditions.

When: About an hour prior to each shift
 Facilitator: Planning Section Chief
 Attendees: IC/UC, Command Staff, General Staff, Branch Directors, Division/Group Supervisors, Task Force/Strike Team Leaders (if possible), Unit Leaders, others as appropriate.

Agenda:		Responsible to Present
1.	Review of IC/UC Objectives, changes to IAP.	[Planning Section Chief]
2.	Current response actions and last shift's accomplishments.	[Operations Section Chief]
3.	Weather and sea conditions forecast.	[Situation Unit Leader]
4.	Division/Group and air operations assignment.	[Operations Section Chief]
5.	Trajectory analysis.	[Situation Unit Leader]
6.	Transport, communications, supply updates.	[Logistics Section Chief]
7.	Safety message.	[Safety Officer]
8.	Financial report.	[Finance/Administration Section Chief]
9.	News Media report.	[Information Officer]
10.	Assisting/cooperating organization/agency reports of concern.	[Liaison Officer]
11.	Incident Action Plan endorsement and motivational remarks.	[IC/UC]

5.2.8 Assess Progress

The Operations and Planning Sections will review the incident response progress and make recommendations to the IC/UC in preparation for reviewing/identifying objectives for the next operational period. This feedback/information is gathered from various sources, including Field Observers, responder debriefs, stakeholders, etc.

SPECIAL PURPOSE MEETINGS

5.2.9 Initial Unified Command Meeting

Provides UC officials with an opportunity to discuss and concur on important issues prior to joint incident action planning. The meeting should be brief, and important points documented. Prior to the meeting, parties should review and prepare to address the agenda items. Planning Meeting participants will use the results of this meeting to guide the response efforts.

5.2.9 Initial Unified Command Meeting, Continued

When: When UC is formed, prior to the first operational period Planning Meeting

Facilitator: UC member

Attendees: Only ICs who will comprise UC

Agenda:

1. Identify jurisdictional priorities and objectives.
2. Present jurisdictional limitations, concerns, restrictions.
3. Develop collective set of incident objectives.
4. Establish and agree on acceptable priorities.
5. Adopt an overall strategy to accomplish objectives.
6. Agree on basic organizational structure and size.
7. Designate the best-qualified and acceptable Operations Section Chief.
8. Agree on General Staff personnel designations and planning, logistical, and finance agreements and procedures.
9. Agree on resource ordering procedures.
10. Agree on cost-sharing procedures.
11. Agree on informational matters.
12. Designate a Unified Command spokesperson.

5.2.10 Command Staff Meeting

Coordinate Command Staff functions, responsibilities and objectives. It is scheduled as necessary by the IC/UC. Command Staff (IC/UC, Safety Officer, Liaison Officer, Information Officer) attend.

5.2.11 Command and General Staff Breakfast / Supper

An opportunity for the Command (IC/UC, Safety Officer, Liaison Officer, Information Officer) and General Staff (Operations Section Chief, Planning Section Chief, Logistics Section Chief, Finance/Administration Section Chief) to gather under informal and relaxing conditions to share and update each other on developing issues.

5.2.12 Business Management Meeting

This under-30-minute meeting is for participants to develop and update the operating plan for finance and logistics support. The agenda could include: finance requirements and criteria imposed by contributing organizations, business operating plan for resource procurement and incident funding, cost analysis and financial summary data. Attendees include: Finance/Administration Section Chief, Cost Unit Leader, Logistics Section Chief, Supply Unit Leader, Demobilization Unit Leader. It is generally conducted before the PLANNING MEETING.

5.2.13 Agency Representative Meeting

To update agency representatives and ensure that they can support IAP. Conducted by Liaison Officer, attended by Agency Representatives. Most appropriately held after the PLANNING MEETING in order to announce plans for next operational period, yet allow for changes should the plan's expectations be unattainable by an agency.

5.2.14 News Briefing

To brief the news media and public on the most current and accurate incident facts. Set up by the Information Officer, moderated by an appropriate representative, and featuring selected spokespersons. Spokespersons should be prepared by the Information Officer to address anticipated issues. The briefing should be well planned, organized, and scheduled to meet the media's needs.

5.3 ICS FORMS

All ICS Forms are available electronically via this Plan's Forms Navigator.

- **INCIDENT BRIEFING FORM - ICS 201 (Initial Report Only)**

For use by the Command Staff to gather information on the Emergency Management Team's (EMT) efforts to implement applicable response plans. It is prepared by the initial Incident Commander (IC) for providing documentation of the initial response.

- **INCIDENT ACTION PLAN**

For use by the Planning Section to plan each day's response actions. This plan consists of the portions identified on the IAP cover page and must be approved by the Incident Commander, Federal On-Scene Coordinator (FOSC), and State On-Scene Coordinator (SOSC).

In addition, these Incident Command System (ICS) forms may be found on the U.S. Coast Guard web page: <http://www.uscg.mil/pacarea/pm/icsforms/ics.htm>

- **INCIDENT ACTION PLAN (IAP) COVER SHEET**

For use in presenting initial information, signature approval, and table of contents of forms contained in the IAP.

- **INCIDENT OBJECTIVES - ICS 202**

Describes the basic incident strategy, control objectives, and provides weather, tide and current information, and safety considerations for use during the next operational period.

- **ORGANIZATION ASSIGNMENT LIST - ICS 203**

Provides ICS personnel with information on the units that are currently activated and the names of personnel staffing each position/unit.

- **ASSIGNMENT LIST - ICS 204**

Submits assignments at the level of Division and Groups.

- **COMMUNICATIONS PLAN - 205**

Is used to provide, in location, information on all radio frequency assignments down to Division/Group level for each operation period.

- **MEDICAL PLAN - ICS 206**

Provides information in incident medical aid stations, transportation services, hospitals, and medical emergency procedures.

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5.3 ICS FORMS, CONTINUED

All ICS Forms are available electronically via the Forms Navigator.

- **INCIDENT STATUS SUMMARY - ICS 209**

Used to inform personnel about the status of response efforts. It is not included in the IAP.

- **UNIT LOG - ICS 214**

Used to log activities for an entire unit.

- **INDIVIDUAL LOG - ICS 214a**

Used to log activities for an individual.

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5.3.1 Incident Briefing ICS 201-OS, Continued

1. Incident Name	2. Prepared By: (name) Date: Time:	INCIDENT BRIEFING ICS 201-OS
<p>6. Current Organization</p> <pre> graph TD IC[Incident Commander/ Unified Command] --- LO[Liaison Officer] IC --- SO[Safety Officer] IC --- PIO[Public Information Officer] IC --- OSC[Operations Section Chief] IC --- PSC[Planning Section Chief] IC --- LSC[Logistics Section Chief] IC --- FASC[Finance/ Administration Section Chief] OSC --- SAM[Staging Area Manager] OSC --- BD[Branch Director] OSC --- RPD[Recover and Protection Director] OSC --- ERBD[Emergency Response Branch Director] OSC --- WBD[Wildlife Branch Director] OSC --- AOB[Air Operations Branch Director] PSC --- SUL[Situation Unit Leader] PSC --- RUL[Resource Unit Leader] PSC --- DUL[Documentation Unit Leader] PSC --- DUL2[Demobilization Unit Leader] PSC --- EUL[Environmental Unit Leader] PSC --- TS[Technical Specialist] LSC --- SBD[Support Branch Director] LSC --- SULD[Supply Unit Leader] LSC --- FUL[Facilities Unit Leader] LSC --- VUSD[Vessel Support Unit Leader] LSC --- GUSD[Ground Support Unit Leader] LSC --- SBD2[Service Branch Director] LSC --- FUL2[Food Unit Leader] LSC --- MULD[Medical Unit Leader] LSC --- CULD[Communications Unit Leader] FASC --- CUL[Cost Unit Leader] FASC --- TUL[Time Unit Leader] FASC --- PUL[Procurement Unit Leader] FASC --- CCUL[Compensation/ Claims Unit Leader] style IC fill:#fff,stroke:#000 style LO fill:#fff,stroke:#000 style SO fill:#fff,stroke:#000 style PIO fill:#fff,stroke:#000 style OSC fill:#fff,stroke:#000 style PSC fill:#fff,stroke:#000 style LSC fill:#fff,stroke:#000 style FASC fill:#fff,stroke:#000 style SAM fill:#fff,stroke:#000 style BD fill:#fff,stroke:#000 style RPD fill:#fff,stroke:#000 style ERBD fill:#fff,stroke:#000 style WBD fill:#fff,stroke:#000 style AOB fill:#fff,stroke:#000 style SUL fill:#fff,stroke:#000 style RUL fill:#fff,stroke:#000 style DUL fill:#fff,stroke:#000 style DUL2 fill:#fff,stroke:#000 style EUL fill:#fff,stroke:#000 style TS fill:#fff,stroke:#000 style SBD fill:#fff,stroke:#000 style SULD fill:#fff,stroke:#000 style FUL fill:#fff,stroke:#000 style VUSD fill:#fff,stroke:#000 style GUSD fill:#fff,stroke:#000 style SBD2 fill:#fff,stroke:#000 style FUL2 fill:#fff,stroke:#000 style MULD fill:#fff,stroke:#000 style CULD fill:#fff,stroke:#000 style CUL fill:#fff,stroke:#000 style TUL fill:#fff,stroke:#000 style PUL fill:#fff,stroke:#000 style CCUL fill:#fff,stroke:#000 </pre>		
INCIDENT BRIEFING	March, 2000	ICS 201-OS (pg 3 of 4)

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5.3.2 Incident Action Plan (IAP) Cover Sheet

1. Incident Name	2. Operational Period to be covered by IAP (Date/Time)		IAP COVER SHEET
	From:	To:	
3. Approved by			
FOSC			
SOSC			
IC			
INCIDENT ACTION PLAN			
The items checked below are included in this Incident Action Plan:			
<input type="checkbox"/> ICS 202-OS (Incident Objectives)			
<input type="checkbox"/> ICS 203-OS (Organization Assignment List)			
<input type="checkbox"/> ICS 204-OS (Assignment List)			
<input type="checkbox"/> ICS 205-OS (Communications Plan)			
<input type="checkbox"/> ICS 206-OS (Medical Plan)			
<input type="checkbox"/> ICS 209-OS (Incident Status Summary)			
<input type="checkbox"/> ICS 214-OS (Unit Log)			
<input type="checkbox"/> ICS 214a-OS (Individual Log)			
<input type="checkbox"/>			
<input type="checkbox"/>			
4. Prepared By (Planning Section Chief)			Date/Time
IAP COVER SHEET			March, 2000

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5.3.3 Incident Objectives ICS 202-OS

1. Incident Name	2. Operational Period (Date/Time) From: _____ To: _____	INCIDENT OBJECTIVES ICS 202-OS
3. Overall Incident Objective(s)		
4. Objectives for Specified Operational Period		
5. Safety Message for Specified Operational Period		
Approved Site Safety Plan Located at:		
6. Weather See Attached Weather Sheet		
7. Tides/Currents See Attached Tide/Current Data		
8. Time of Sunrise	Time of Sunset	
9. Attachments (check if attached) <input type="checkbox"/> Organization List (ICS 203-OS) <input type="checkbox"/> Assignment List (ICS 204-OS) <input type="checkbox"/> Communications Plan (ICS 205-OS) <input type="checkbox"/> Medical Plan (ICS 206-OS) <input type="checkbox"/> Weather		
10. Prepared By (Planning Section Chief)		Date/Time
INCIDENT OBJECTIVES		March, 2000
ICS 202-OS		

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5.3.4 Organization Assignment List ICS 203-OS

1. Incident Name	2. Operational Period (Date/Time) From: _____ To: _____	ORGANIZATION ASSIGNMENT LIST ICS 203-OS																																																																																																																																															
<p>3. 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5.3.5 Assignment List ICS 204-OS

1. Incident Name		2. Operational Period (Date/Time) From: _____ To: _____			ASSIGNMENT LIST ICS 204-OS	
3. Branch			4. Division/Group			
5. Operations Personnel		Name		Affiliation		Contact # (s)
Operations Section Chief:						
Branch Director:						
Division/Croup Supervisor:						
6. Resources Assigned This Period		"X" indicates 204a attachment with special instructions				
Strike Team/Task Force/ Resource Identifier		Leader	Contact Info. #	# of Persons	Notes/Remarks	
7. Assignments						
8. Special Instruction for Division/Group						
9. Communications (radio and/or phone contact numbers needed for this assignment)						
Name/Function		Radio Freq./System/ Channel		Phone		Pager
Emergency Communications						
Medical		Evacuation			Other	
10. Prepared By (Resources Unit Leader)		Date/Time		11. Approved By (Planning Section Chief)		Date/Time
ASSIGNMENT LIST		June, 2000			ICS 204-OS	

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5.4 SITE SAFETY AND HEALTH PLAN**SITE ENTRY PLAN**

INCIDENT:						
Name of Incident:						
Report Number:		Date Prepared:				
Federal Representative:		Date/Time:				
State Representative:		Date/Time:				
Plains Representative:		Date/Time:				
PRODUCT RELEASED:						
<input type="checkbox"/> Sweet Crude <input type="checkbox"/> Sour <input type="checkbox"/> Other:						
MSDS On-Site: <input type="checkbox"/> Yes <input type="checkbox"/> No #:						
PERSONNEL PROTECTIVE EQUIPMENT REQUIRED:						
<input type="checkbox"/> Hard Hat <input type="checkbox"/> Gloves <input type="checkbox"/> Safety Shoes <input type="checkbox"/> Rubber <input type="checkbox"/> Glasses <input type="checkbox"/> Goggles						
Respiratory:						
Self-Contained: <input type="checkbox"/> Yes <input type="checkbox"/> No		Particle Mask: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Clothing:						
Chemical Resistant: <input type="checkbox"/> Yes <input type="checkbox"/> No		Fire Retardant: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Remarks:						
ATMOSPHERIC CONDITIONS:						
<input type="checkbox"/> Rain <input type="checkbox"/> Showers <input type="checkbox"/> Dry <input type="checkbox"/> Cloudy <input type="checkbox"/> Clear <input type="checkbox"/> Dusty						
Wind Direction:		Velocity:				
24-Hour Forecast:						
Fire Danger Present: <input type="checkbox"/> Yes <input type="checkbox"/> No		Fire Control On-Site: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Date:		Time: <input type="checkbox"/> AM <input type="checkbox"/> PM				
Remarks:						
SITE MONITORING: (Monitoring requirements to be reevaluated upon any change in conditions.)						
Initial Monitoring Performed: <input type="checkbox"/> Yes <input type="checkbox"/> No						
Additional Monitoring Required: <input type="checkbox"/> Continuously <input type="checkbox"/> Hourly <input type="checkbox"/> Every Two Hours <input type="checkbox"/> Every Four Hours <input type="checkbox"/> Every Eight Hours						
Monitor Readings:	Benzene:	PPM	H ₂ S:	PPM	O ₂ :	%
	LEL:	%	Other:			
Monitor Type:		Serial #:		Calibration Date:		
Remarks:						
PREPARED BY:				DATE/TIME:		



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5.4 SITE SAFETY AND HEALTH PLAN, CONTINUED**SAFE WORK AND HEALTH PLAN**

FACILITY/SYSTEM:		
Name of Facility/System:		
City:		
Street Address:		
Nearest Cross Street:		
Air Mile Marker:	Y-Map:	Station:
Product Released:		
Estimated Initial Volume:		
Remarks:		
MANAGEMENT: (See organization chart for command structure and leader identification.)		
Incident Command System Implemented: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Communications Established: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Satellite: <input type="checkbox"/> Yes <input type="checkbox"/> No	Radio: <input type="checkbox"/> Yes <input type="checkbox"/> No	Phone: <input type="checkbox"/> Yes <input type="checkbox"/> No
Staging Area Identified: <input type="checkbox"/> Yes <input type="checkbox"/> No Location:		
Remarks:		
ENGINEERING CONTROLS:		
Control Center Notified: <input type="checkbox"/> Yes <input type="checkbox"/> No	Upstream Valve #: <input type="checkbox"/> Open <input type="checkbox"/> Closed	
Site Area Structured: <input type="checkbox"/> Yes <input type="checkbox"/> No	Downstream Valve #: <input type="checkbox"/> Open <input type="checkbox"/> Closed	
Facility Shut Down: <input type="checkbox"/> Yes <input type="checkbox"/> No	Other:	
Remarks:		
PREPARED BY:		DATE/TIME:

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5.4 SITE SAFETY AND HEALTH PLAN, CONTINUED

SAFE WORK AND HEALTH PLAN

WATER AFFECTED:		
Product In Water: <input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> Creek	<input type="checkbox"/> River	<input type="checkbox"/> Ocean
<input type="checkbox"/> Bay	<input type="checkbox"/> Canal	<input type="checkbox"/> Tidelands
<input type="checkbox"/> Other:		
Remarks:		
DESCRIPTION OF SITE AND TOPOGRAPHY:		
<input type="checkbox"/> Mountains	<input type="checkbox"/> Brush	<input type="checkbox"/> Grass
<input type="checkbox"/> Farming	<input type="checkbox"/> Dry	<input type="checkbox"/> Foothills
<input type="checkbox"/> Forest	<input type="checkbox"/> Crops	<input type="checkbox"/> Level
<input type="checkbox"/> Wet	<input type="checkbox"/> Other:	
Remarks:		
LAND USE:		
<input type="checkbox"/> Public	<input type="checkbox"/> City	<input type="checkbox"/> Residential
<input type="checkbox"/> Private	<input type="checkbox"/> County	<input type="checkbox"/> Recreation
<input type="checkbox"/> Federal	<input type="checkbox"/> State	<input type="checkbox"/> Other:
<input type="checkbox"/> Industrial	<input type="checkbox"/> Farming	
Remarks:		
PROPERTY DAMAGE:		
Owner Notified: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Crops Affected: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Crop Type:		
Area Damaged:		
Livestock: <input type="checkbox"/> Yes <input type="checkbox"/> No	Number:	Type:
Structures: <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes: <input type="checkbox"/> Commercial	<input type="checkbox"/> Private
Remarks:		
PREPARED BY:		DATE/TIME:



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5.4 SITE SAFETY AND HEALTH PLAN, CONTINUED

SITE WORK PLAN

Incident Commander:		Operations Chief:	
Safety Officer:		Planning Chief:	
SAFETY MEETING:			
<p>All personnel entering the response area will be required to produce HAZWOPER certification papers upon request. Safety Officer will conduct a safety meeting with the work crews prior to their entering the job site to discuss all known hazards that may be encountered at the site location.</p> <p style="text-align: center;">FIRE DANGER – CONFINED SPACE – RESPIRATORY – MOVING EQUIPMENT</p> <p>Evacuation Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>The Safety Officer will prepare an evacuation plan, if needed. If product contains benzene insure adequate personnel protection in place.</p> <p>Other:</p>			
PRODUCT CONTAINMENT:			
Vaccum Trucks Required: <input type="checkbox"/> Yes <input type="checkbox"/> No	Trucks Ordered:	Time:	<input type="checkbox"/> AM <input type="checkbox"/> PM
Portable Pumps Required: <input type="checkbox"/> Yes <input type="checkbox"/> No	Pumps Ordered:	Time:	<input type="checkbox"/> AM <input type="checkbox"/> PM
Portable Tanks Required: <input type="checkbox"/> Yes <input type="checkbox"/> No	Tanks Ordered:	Time:	<input type="checkbox"/> AM <input type="checkbox"/> PM
Remarks:			
EXCAVATION:			
Shoring Required: <input type="checkbox"/> Yes <input type="checkbox"/> No	Sloping or Benching: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Excavation Permit On-Site: <input type="checkbox"/> Yes <input type="checkbox"/> No	USA Alert Notice Sent: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Over 5' (CAOSHA Notified): (OSHA Trenching and Shoring) <input type="checkbox"/> Yes <input type="checkbox"/> No			
Competent Person On-Site: <input type="checkbox"/> Yes <input type="checkbox"/> No	Name:		
Soil Classified: <input type="checkbox"/> Yes <input type="checkbox"/> No	Classification: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C		
Equipment Ordered: <input type="checkbox"/> Back Hoe <input type="checkbox"/> Tracklayer <input type="checkbox"/> Excavator <input type="checkbox"/> Grader <input type="checkbox"/> 960 Loader <input type="checkbox"/> Dragline <input type="checkbox"/> Dump Truck <input type="checkbox"/> Bottom Dump <input type="checkbox"/> Other:			
Remarks:			
Estimated Time to Excavate Site for Repair:			
PREPARED BY:		DATE/TIME:	

Southwestern Response Zone

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5.4 SITE SAFETY AND HEALTH PLAN, CONTINUED**SITE WORK PLAN**

REPAIR:	
Pipe Replacement Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No (API 1104)	Full Sleeve Repair Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No (API 1104)
Rectifier Turned Off: <input type="checkbox"/> Yes <input type="checkbox"/> No	Hot Work Permit Issued: (PL) <input type="checkbox"/> Yes <input type="checkbox"/> No
Lock Out/Tag Out Done: (Safety Procedures Manual) <input type="checkbox"/> Yes <input type="checkbox"/> No	Weld Procedure On-Site: <input type="checkbox"/> Yes <input type="checkbox"/> No
Welders Test Papers On-Site: <input type="checkbox"/> Yes <input type="checkbox"/> No	Name:
Tested Pipe Verification: <input type="checkbox"/> Yes <input type="checkbox"/> No	Test #:
Fire Watch Established: <input type="checkbox"/> Yes <input type="checkbox"/> No	Name:
Equipment/Materials: <input type="checkbox"/> Portable Welder <input type="checkbox"/> Hydro Crane <input type="checkbox"/> Portable Lights <input type="checkbox"/> Dry Ice <input type="checkbox"/> Nitrogen <input type="checkbox"/> Fire Extinguishers <input type="checkbox"/> Radiographic Inspection	
Remarks:	
Estimated Time to Complete Repair:	
SANITATION: (Note: Potable water may be obtained through vacuum truck service.)	
Employee Decontamination Facilities In Place: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Equipment Decontamination Area Established: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Decontamination Waste Fluid Containers On-Site: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Potable Water Available: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Portable Toilets & Washing Facilities On-Site: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Equipment Decontamination Area Established: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Remarks:	
Estimated Time to Set Sanitation Facilities:	
WASTE CONTAINMENT: (Note: Do not remove waste from site unless authorized by Environmental.)	
Contaminated Waste: <input type="checkbox"/> Soil <input type="checkbox"/> Debris <input type="checkbox"/> Rags <input type="checkbox"/> Pads <input type="checkbox"/> Boom	
Type of Containment Needed: Contain and cover contaminated soil with Visqueen if authorized - use HazWaste bins. For contaminated debris, rags, pads, and boom use D.O.T. 17 H Drums if over 4 cubic yards and materials are non-flammable use bins.	
Remarks:	
Estimated Time to Contain Contaminated Materials:	
PREPARED BY:	DATE/TIME:

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5.4 SITE SAFETY AND HEALTH PLAN, CONTINUED**SITE WORK PLAN****SITE SKETCH:**

NORTH

Remarks:

Total Estimated Time for Response Repair Completion:

Note: If total response repair time exceeds _____ hours, establish employee shifts of _____ hours each.

PREPARED BY:**DATE/TIME:**

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5.5 DECONTAMINATION PLAN

Incident Name:	Location:
Effective Date of Plan:	Effective Time Period of Plan:
Spill Location:	Plan Prepared By:

- **Work Zones:**

- Support (cold) zone
- Contamination reduction (warm) zone
- Exclusion (hot) zone

These zones are identified by signs, barrier tape or other means. Decontamination is performed in the contamination reduction zone. When responders exit the exclusion zone they must be decontaminated.

Crews are available to assist in decontamination procedures as needed. The crews must wear appropriate personal protective equipment (PPE), and are responsible for packaging and labeling of contaminated PPE.

- **Decontamination Stations:**

Decontamination is performed within the contamination reduction zone, which is appropriately lined to prevent the spread of contaminants. Dikes are installed under the lining to contain runoff.

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5.5 DECONTAMINATION PLAN, CONTINUED

Procedures for these stations are as follows:

MAXIMUM MEASURES FOR DECONTAMINATION		
STATION 1	Segregated equipment drop	Deposit equipment used on site (tools, sampling devices and containers, monitoring instruments, radios, clipboards, etc.) on plastic drop cloths or in different containers with plastic liners. Segregation at the drop reduces the probability of cross contamination. During hot weather operations, a cool down station may be set up within this area.
STATION 2	Boot cover and glove wash	Scrub outer boot cover and gloves with decontamination solution or detergent and water.
STATION 3	Boot cover and glove rinse	Rinse off decontamination solution from Station 2 using copious amounts of water.
STATION 4	Tape removal	Remove tape around boots and gloves and deposit in container with plastic liner.
STATION 5	Boot cover removal	Remove boot covers and deposit in containers with plastic liner.
STATION 6	Outer glove removal	Remove outer gloves and deposit in container with plastic liner.
STATION 7	Suit and boot wash	Wash splash suit, gloves, and safety boots. Scrub with long-handled scrub brush and decontamination solution.
STATION 8	Suit, boot, and glove rinse	Rinse off decontamination solution using water. Repeat as many times as necessary.
STATION 9	Canister or mask change	If worker leaves exclusion zone to change canister or this is the last step in the decontamination procedure; worker's canister is exchanged, new outer gloves and boot covers are donned, joints are taped, and the worker returns to duty.
STATION 10	Safety boot removal	Remove safety boots and deposit in container with plastic liner.
STATION 11	Splash suit removal	With assistance of helper, remove splash suit. Deposit in container with plastic liner.
STATION 12	Inner glove wash	Wash inner gloves with decontamination solution.
STATION 13	Inner glove rinse	Rinse inner gloves with water.
STATION 14	Face piece removal	Remove face piece. Deposit in container with plastic liner. Avoid touching face with fingers.
STATION 15	Inner glove removal	Remove inner gloves and deposit in lined container.
STATION 16	Inner clothing removal	Remove clothing soaked with perspiration and place in lined container. Do not wear inner clothing off-site since there is a possibility that small amounts of contamination might have been transferred in removing the protective suit.

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5.5 DECONTAMINATION PLAN, CONTINUED

Procedures for these stations are as follows:

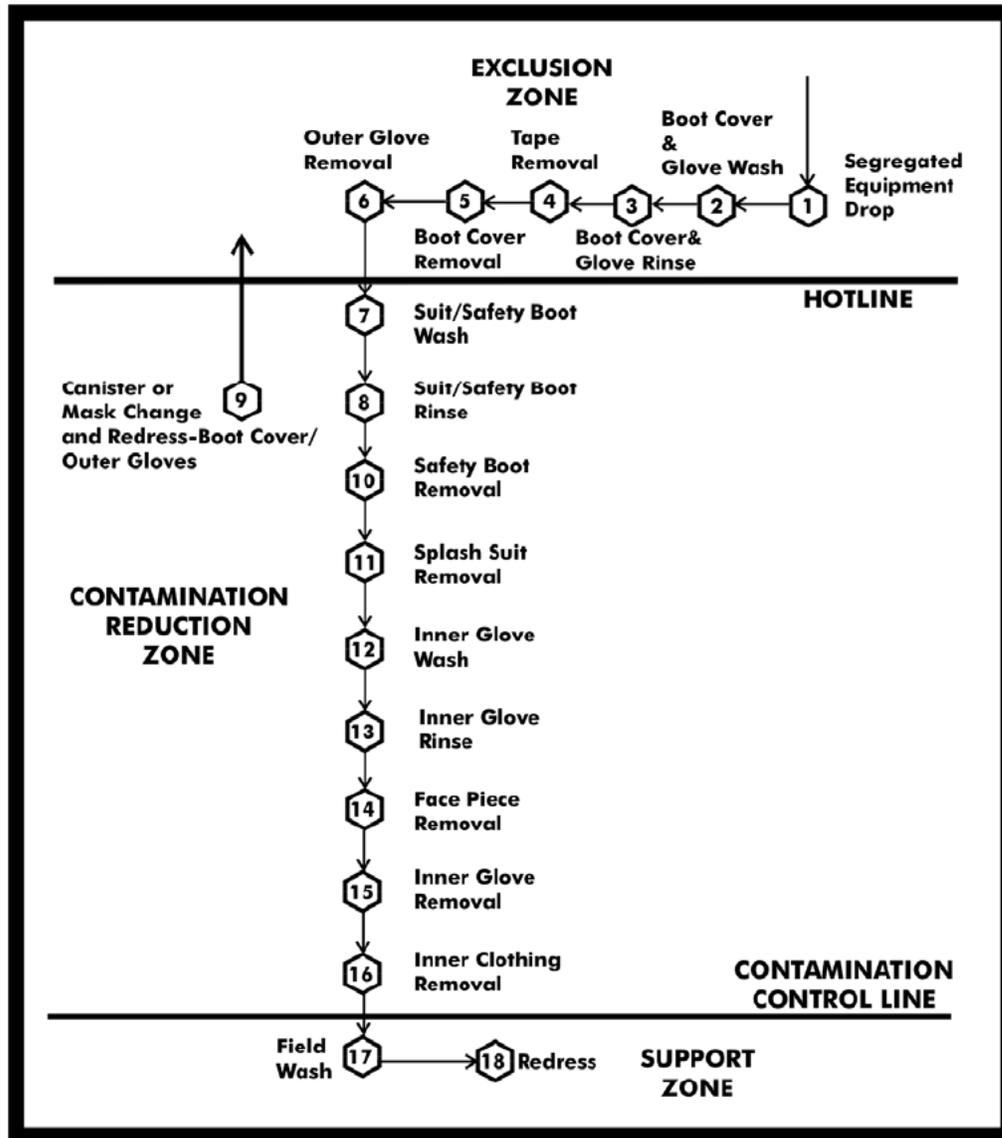
MAXIMUM MEASURES FOR DECONTAMINATION, CONTINUED		
STATION 17	Field wash	Shower if highly toxic, skin-corrosive or skin-absorbable materials are known or suspected to be present. Wash hands and face if shower is not available.
STATION 18	Re-dress	Put on clean clothes.

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5.5 DECONTAMINATION PLAN, CONTINUED

DECONTAMINATION PROCEDURES, MAXIMUM DECONTAMINATION LAYOUT



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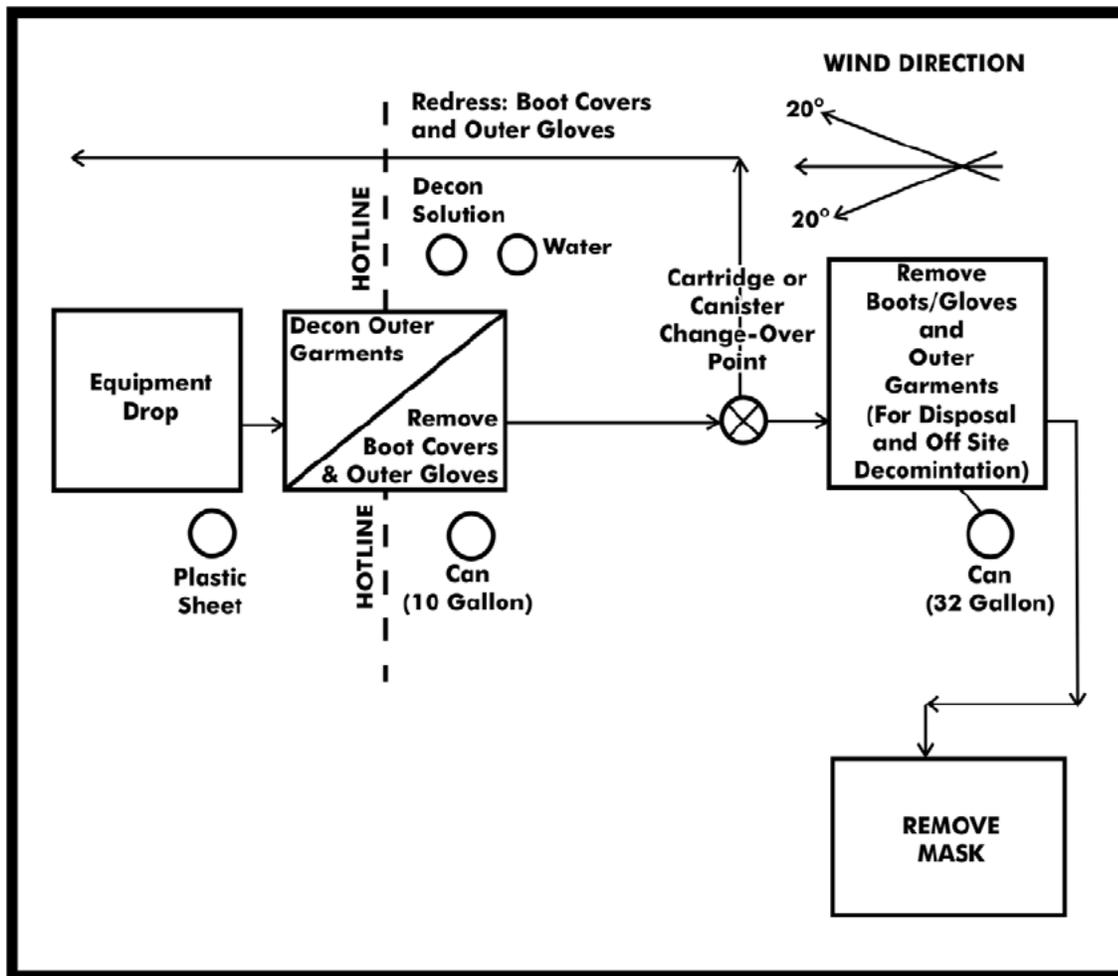
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5.5 DECONTAMINATION PLAN, CONTINUED

MINIMUM MEASURES FOR DECONTAMINATION		
STATION 1	Equipment drop	Deposit equipment used on site (tools, sampling devices and containers, monitoring instruments, radios, clipboards, etc.) on plastic drop cloths. Segregation at the drop reduces the probability of cross contamination. During hot weather operations, a cool down station may be set up within this area.
STATION 2	Outer garment, boots and gloves wash and rinse	Scrub outer boots, outer gloves, and splash suit with decontamination solution or detergent and water. Rinse off using copious amounts of water.
STATION 3	Outer boot and glove removal	Remove outer boots and gloves. Deposit in container with plastic liner.
STATION 4	Canister or mask change	If worker leaves exclusion zone to change canister (or mask) or this is the last step in the decontamination procedures; worker's canister is exchanged, new outer gloves and boot covers are donned, joints are taped, the worker returns to duty.
STATION 5	Boot, gloves, and outer garment removal	Boots, chemical-resistant splash suit, inner gloves removed and deposited in separate containers lined with plastic.
STATION 6	Face piece removal	Face piece is removed. Avoid touching face with fingers. Face piece deposited on plastic sheet.
STATION 7	Field wash	Hands and face are thoroughly washed. Shower as soon as possible.

5.5 DECONTAMINATION PLAN, CONTINUED

DECONTAMINATION PROCEDURES, MINIMUM DECONTAMINATION LAYOUT



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5.6 DISPOSAL PLAN

Date:	Location:			
Source of release:				
Amount of release:				
Incident name:				
State On-Scene Coordinator:				
Federal On-Scene Coordinator:				
Time required for temporary storage:				
Proposed storage method:				
Disposal priorities:				
Sample date:			Sample ID:	
Analysis required (type):				
Laboratory performing analysis:				
Disposal options:				
	Available	Likely	Possible	Unlikely
Landfill:				
In-situ/ bio-remediation:				
In-situ burn:				
Pit burning:				
Hydrocyclone:				
Off-site incineration:				
Reclaim:				
Recycle:				
Resources required for disposal options:				
General information:				
Generator name:			U.S. EPA ID#:	
Waste properties:			Waste name:	
U.S. EPA waste code:			State waste code:	
EPA hazardous waste:				
Waste storage and transportation:				
Proposed storage method:				
Proposed transportation method:				

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5.6 DISPOSAL PLAN, CONTINUED

Permits required for storage:
Permits required for transportation:
Estimated storage capacity:
Number and type of storage required:
Local storage available for temporary storage of recovered oil:

PPE required for waste handling:
Waste coordinator:
Date:
Resources required for disposal options:

Incident name:
Sample number:
Date sent:
Source of sample:
Date sample data received:
Waste hazardous:
Non-hazardous:
Permits/variances requested:
Approval received on waste profile:
Date disposal can begin:
Disposal facilities:
Profile number:
Storage contractors:
Waste transporters:
PPE designated and agrees with Site Safety and Health Plan:



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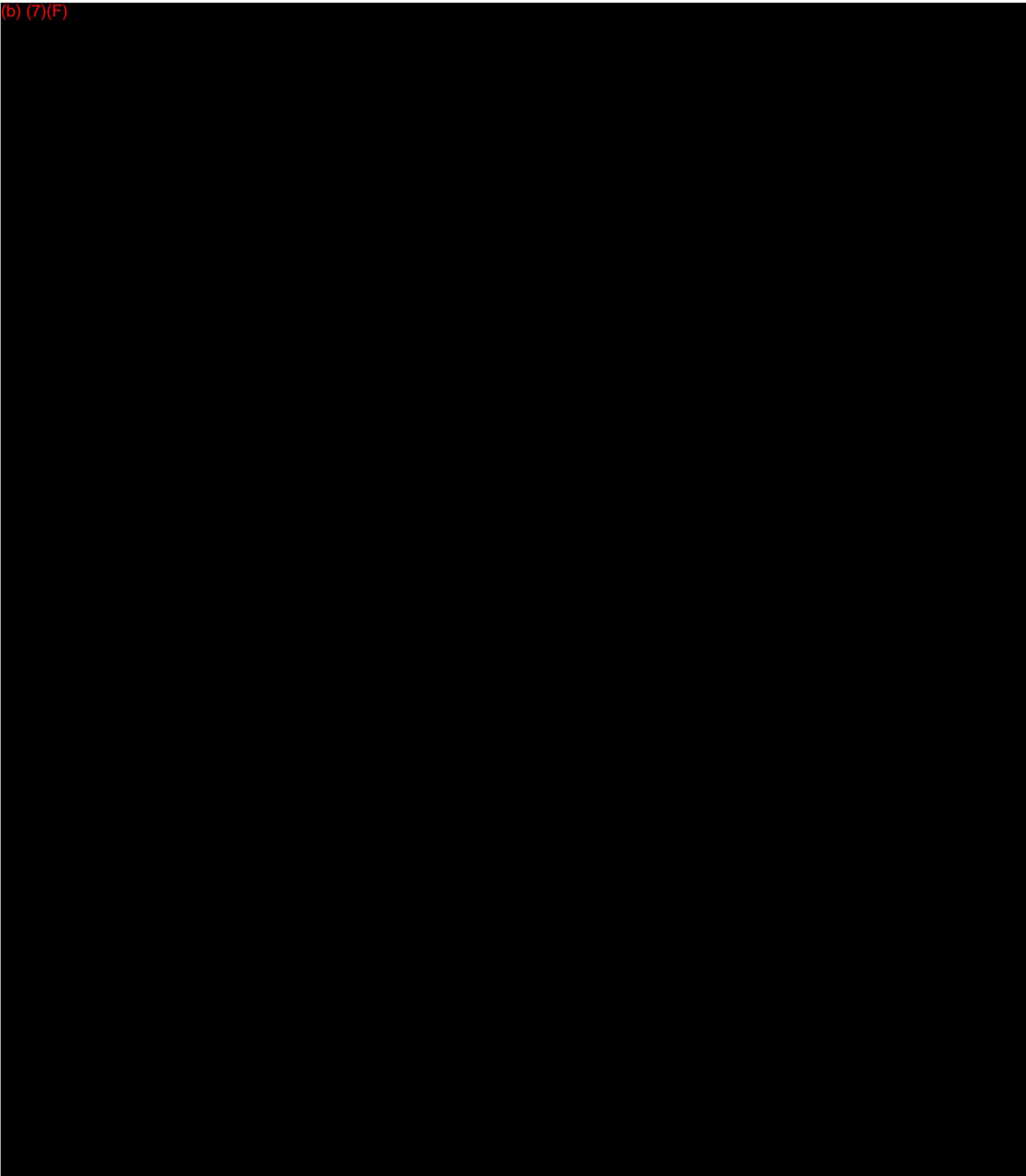
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5.6 DISPOSAL PLAN, CONTINUED

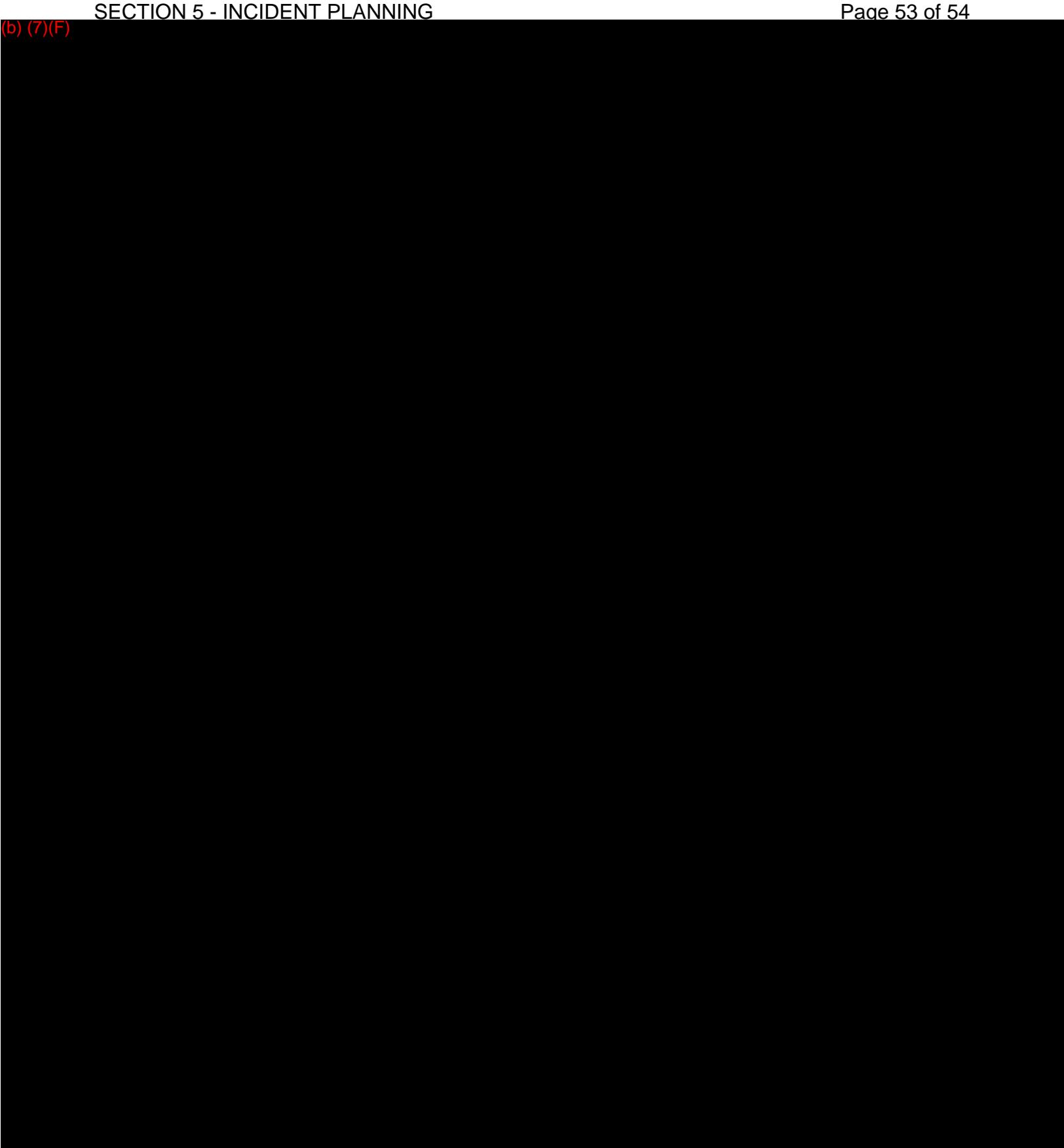
Additional information:

Waste coordinator:

(b) (7)(F)



(b) (7)(F)



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5.8 DEMOBILIZATION PLAN

Incident name:	Location:
Effective date of plan:	Effective time period of plan:
Spill location:	Plan prepared by:

Demobilization procedures:

- Operations Section will determine which resources are ready for release from a specific collection site.
- The Planning Section will provide guidance on release priorities and demobilization recommendations.
- Information maintained by the Planning Section will be utilized to assist in the prioritization.
- Each incident will require a Decontamination Area.
- Decontaminated equipment will be returned to appropriate staging area for release or re-deployment.
- Transports for equipment will be required if remote from staging area.
- The Planning Section will document all demobilization and decontamination activities.
- Equipment designated for re-assignment will be mobilized to the appropriate staging area.
- The Supervisor will ensure a log is maintained documenting that proper decontamination procedures are performed for each piece of equipment.
- The Operations Section will ensure that redeployed personnel receive proper rest prior to returning to duty.
- The Planning Section Chief will monitor personnel redeployment activities to ensure number of hours worked is within acceptable guidelines.
- The Operations Section Chief must approve the Demobilization Plan before decontamination, release, or redeployment of any resources.

SECTION 6

SENSITIVE AREAS / RESPONSE TACTICS

Last Revised: May 2008

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6.1 Area Description

6.2 Spill Containment / Recovery

Figure 6.2-1 - Response Tactics for Various Shorelines

6.3 Sensitive Area Protection

Figure 6.3-1 - Sensitive Area Protection Implementation Sequence

Figure 6.3-2 - Summary of Shoreline and Terrestrial Cleanup Techniques

6.4 Wildlife Protection and Rehabilitation

6.5 Endangered and Threatened Species By State

6.6 Tactical Overview Map

6.7 Tactical Plan Index

6.8 Tactical Plans

6.9 Sensitivity Maps

6.1 AREA DESCRIPTION

Site specific maps and response tactics are included in **SECTION 6.6** and **SECTION 6.8**. Description of shoreline types and specific shoreline protection and cleanup techniques are presented in **FIGURE 6.2-1** and **FIGURE 6.3-2**. The strategies and response examples are guidelines and must be evaluated during the response to ensure that the selected response methods are appropriate for the situation.

6.2 SPILL CONTAINMENT / RECOVERY

Containment and recovery refer to techniques that can be employed to contain and recover terrestrial and aquatic petroleum spills.

Terrestrial spills typically result from pipeline or tank leaks. The Company is equipped with secondary containment systems for areas with non-pressurized storage tanks. Spills occurring within the secondary containment area or along pipeline and piping areas should be contained at or near their source to minimize the size of the cleanup area and quantity of soil affected.

Containment is most effective when conducted near the source of the spill, where the oil has not spread over a large area and the contained oil is of sufficient thickness to allow effective recovery and/or cleanup. The feasibility of effectively implementing containment and recovery techniques is generally dependent upon the size of the spill, available logistical resources, implementation time, and environmental conditions or nature of the terrain in the spill area.

For terrestrial spills, trenches and earthen berms or other dams are most often used to contain oil migration on the ground surface. Recovery of free oil is best achieved by using pumps, vacuum sources, and/or sorbents.

Spills that reach water spread faster than those on land. They also have greater potential to contaminate water supplies, to affect wildlife and populated areas, and to impact manmade structures and human activities. Responses on water should therefore emphasize stopping the spill, containing the oil near its source, and protecting sensitive areas before they are impacted.

Sorbents are used to remove minor on-water spills. For larger spills, booming is used to protect sensitive areas and to position oil so it can be removed with skimmers or vacuum trucks.

Due to entrainment, booming is not effective when the water moves faster than one knot or waves exceed 1.5 feet in height. Angling a boom will minimize entrainment. Using multiple, parallel booms will also improve recovery in adverse conditions. A summary of booming techniques is provided on the following page.

Containment/Diversion Berming	<ul style="list-style-type: none">• Berms are constructed ahead of advancing surface spills to contain spill or divert spill to a containment area.• May cause disturbance of soils and some increased soil penetration.
Blocking/Flow- Through Dams	<ul style="list-style-type: none">• Construct dam in drainage course/stream bed to block and contain flow of spill. Cover with plastic sheeting. If water is flowing, install inclined pipes during dam construction to pass water underneath dam.• May increase soil penetration.
Culvert Blocking	<ul style="list-style-type: none">• Block culvert with plywood, sandbags, sediments, etc., to prevent oil from entering culvert.
Interception Trench	<ul style="list-style-type: none">• Excavate ahead of advancing surface spill to contain spill and prevent further advancement; cover bottom and gradients with plastic.• May cause disturbance of soils and increased soil penetration.
Containment Booming	<ul style="list-style-type: none">• Boom is deployed around free oil.• Boom may be anchored or left to move with the oil.
Diversion Booming	<ul style="list-style-type: none">• Boom is deployed at an angle to the approaching oil.• Oil is diverted to a less sensitive area.• Diverted oil may cause heavy oil contamination to the shoreline downwind and down current.• Anchor points may cause minor disturbance to the environment.
Exclusion Booming	<ul style="list-style-type: none">• Boom is placed around a sensitive area or across an inlet, a river mouth, a creek mouth, or a small bay.• Approaching oil is contained or deflected (diverted) by the boom.• Anchor points may cause minor disturbance to the environment.

Sorbent Booming

- Used only on quiet water with minor oil contamination.
- Boom is anchored along a shoreline or used in a manner described above.
- May use boom made of sorbent material or may pack sorbent material between multiple booms placed parallel to each other.

Other cleanup methods include natural recovery, manual removal/scraping, low-pressure flushing, warm water washing, and burning. Berms and dams are also used in shallow waterways to protect areas.

Cleanup methods are provided in the appropriate Area Contingency Plan (ACP), NOAA's "Shoreline Assessment Manual," and NOAA's "Options for Minimizing Environmental Impacts of Freshwater Spill Response." (See <http://www.response.restoration.noaa.gov> for the latter two.)

FIGURE 6.2-1 - RESPONSE TACTICS FOR VARIOUS SHORELINES

TYPES	DESCRIPTION	PREDICTED OIL IMPACT	RECOMMENDED CLEANUP ACTIVITY
Developed/ Unforested land	<ul style="list-style-type: none"> This class includes towns, cities, farms, pastures, fields, reclaimed wetlands, and other altered areas Organisms and algae may be common in riprap structures and on pilings 	<ul style="list-style-type: none"> Oil would percolate easily between the gravel and boulders of riprap structures Oil would coat the intertidal areas of solid structures Biota would be damaged or killed under heavy accumulations 	<ul style="list-style-type: none"> May require high pressure spraying: <ul style="list-style-type: none"> To remove oil To prepare substrate for recolonization of barnacle and oyster communities For aesthetic reasons
Freshwater Flat	<ul style="list-style-type: none"> Mud or organic deposits located along the shore or in shallow portions of nontidal freshwater lakes and ponds They are exposed to low wave and current energy They are often areas of heavy bird use 	<ul style="list-style-type: none"> Oil is expected to be deposited along the shoreline Penetration of spilled oil into the water-saturated sediments of the flat will not occur When sediments are contaminated, oil may persist for years 	<ul style="list-style-type: none"> These areas require high priority for protection against oil contamination Cleanup of freshwater flats is nearly impossible because of soft substrate Cleanup is usually not even considered because of the likelihood of mixing oil deeper into the sediments during the cleanup effort Passive efforts, such as sorbent boom can be used to retain oil as it is naturally removed
Fresh Marsh	<ul style="list-style-type: none"> Found along freshwater ponds and lakes These marshes have various types of vegetative cover, including floating aquatic mats, vascular submerged vegetation, needle and broad-leaved deciduous scrubs and shrubs, and broad-leaved evergreen scrubs and shrubs Birds and mammals extensively use fresh marshes for feeding and breeding purposes 	<ul style="list-style-type: none"> Small amounts of oil will contaminate the outer marsh fringe only; natural removal by wave action can occur within months Large spills will cover more area and may persist for decades Oil, particularly the heavy fuel oils, tends to adhere readily to marsh grasses 	<ul style="list-style-type: none"> Marshes require the highest priority for shoreline protection Natural recovery is recommended when: <ul style="list-style-type: none"> A small extent of marsh is affected A small amount of oil impacts the marsh fringe The preferred cleanup method is a combination of low-pressure flushing, sorption, and vacuum pumping performed from boats Any cleanup activities should be supervised closely to avoid excessive disturbances of the marsh surface or roots Oil wrack and other debris may be removed by hand

FIGURE 6.2-1 - RESPONSE TACTICS FOR VARIOUS SHORELINES, CONTINUED

TYPES	DESCRIPTION	PREDICTED OIL IMPACT	RECOMMENDED CLEANUP ACTIVITY
Swamp	<ul style="list-style-type: none"> ● Swamps are freshwater wetlands having varying water depths with vegetation types ranging from shrubs and scrubs to poorly drained forested wetlands. Major vegetative types include: scrubs, shrubs, evergreen trees, and hardwood forested woodlands ● Birds and mammals use swamps during feeding and breeding activities 	<ul style="list-style-type: none"> ● Even small amounts of spilled oil can spread through the swamp ● Large spills will cover more area and may persist for decades since water-flushing rates are low ● Oil, particularly the heavy fuel oils, will adhere to swamp vegetation ● Unlike mangroves, the roots of swamp forest trees are not exposed; thus, little damage to trees is expected. Any underbrush vegetation, however, would be severely impacted 	<ul style="list-style-type: none"> ● No cleanup recommended under light conditions ● Under moderate to heavy accumulations, to prevent chronic oil pollution of surrounding areas placement of sorbent along fringe swamp forest (to absorb oil as it is slowly released) may be effective under close scientific supervision ● Proper strategic boom placement may be highly effective in trapping large quantities of oil, thus reducing oil impact to interior swamp forests ● Oil trapped by boom can be reclaimed through the use of skimmers and vacuums
Open water	<ul style="list-style-type: none"> ● Have ocean like waves and currents ● Weather changes effect on-water conditions ● River mouths present problems ● Thermal stratification occurs 	<ul style="list-style-type: none"> ● Most organisms are mobile enough to move out of the spill area ● Aquatic birds are vulnerable to oiling ● Human usage (such as transportation, water intakes, and recreational activities) may be restricted 	<ul style="list-style-type: none"> ● Booming, skimming, vacuuming, and natural recovery are the preferred cleanup methods ● Should not use sorbents, containment booming, skimming, and vacuuming on gasoline spills ● Cleanup options include physical herding, sorbents, and debris/vegetation removal
Large rivers	<ul style="list-style-type: none"> ● May have varying salinities, meandering channels, and high flow rates ● May include manmade structures (such as dams and locks) ● Water levels vary seasonally ● Floods generate high suspended sediment and debris loads 	<ul style="list-style-type: none"> ● Fish and migratory birds are of great concern ● Under flood conditions, may impact highly sensitive areas in floodplains ● Human usage may be high ● When sediments are contaminated, oil may persist for years 	<ul style="list-style-type: none"> ● Booming, skimming, and vacuuming are the preferred cleanup methods ● Should not use sorbents, containment booming, skimming, and vacuuming on gasoline spills ● Cleanup options include natural recovery, physical herding, sorbents, and debris/vegetation removal

FIGURE 6.2-1 - RESPONSE TACTICS FOR VARIOUS SHORELINES, CONTINUED

TYPES	DESCRIPTION	PREDICTED OIL IMPACT	RECOMMENDED CLEANUP ACTIVITY
Small lakes and ponds	<ul style="list-style-type: none"> • Water surface can be choppy • Water levels can fluctuate widely • May completely freeze in winter • Bottom sediments near the shore can be soft and muddy • Surrounding area may include wet meadows and marshes 	<ul style="list-style-type: none"> • Wildlife and socioeconomic areas likely to be impacted • Wind will control the oil's distribution 	<ul style="list-style-type: none"> • Booming, skimming, vacuuming, and sorbents are the preferred cleanup methods • Should not use containment booms, vacuuming, sorbents, and skimming on gasoline spills • Cleanup options include physical herding, sorbents, and debris/vegetation removal
Small rivers and streams	<ul style="list-style-type: none"> • Wide range of water bodies - fast flowing streams to slow moving bayous with low muddy banks and fringed with vegetation • May include waterfalls, rapids, log jams, mid-channel bars, and islands • Weathering rates may be slower because spreading and evaporation are restricted 	<ul style="list-style-type: none"> • Usually contaminate both banks and the water column, exposing a large number of biota to being oiled • Water intakes for drinking water, irrigation, and industrial use likely to be impacted 	<ul style="list-style-type: none"> • Booming, skimming, vacuuming, sorbents, barriers, and berms are the preferred cleanup methods • Should not use containment booms, sorbents, vacuuming, and skimming on gasoline spills • Cleanup options include physical herding, natural recovery, debris removal, vegetation removal, and in-situ burn

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6.3 SENSITIVE AREA PROTECTION

Protection refers to the implementation of techniques or methods to prevent oil from making contact with a shoreline or aquatic area that is determined to be sensitive for environmental, economic, cultural, or human use reasons. Implementation of sensitive area protection techniques must consider a number of factors such as sensitive features, priorities for areas to be protected, and potential degree of impact. In the event a product spill reaches a major area waterway, it may be necessary to protect downstream sensitive areas if it appears that local containment and recovery efforts will not be sufficient to control the entire spill. Major waterways and specific sensitive areas located downstream of the Facility are provided in **SECTION 6.6**.

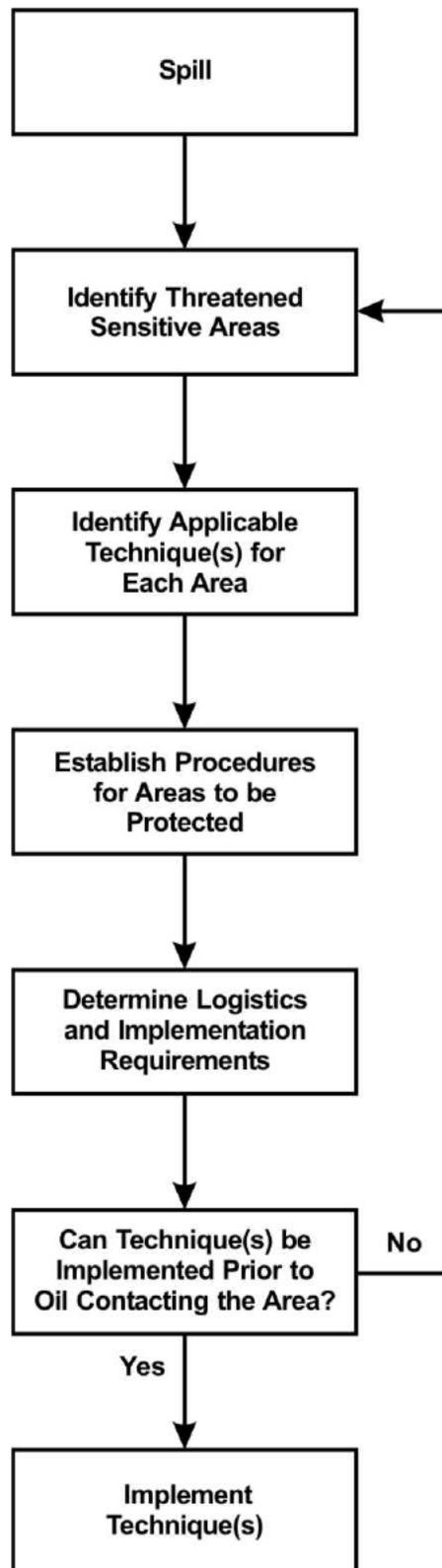
FIGURE 6.3-1 - SENSITIVE AREA PROTECTION IMPLEMENTATION SEQUENCE

FIGURE 6.3-2 - SUMMARY OF SHORELINE AND TERRESTRIAL CLEANUP TECHNIQUES

TECHNIQUE	DESCRIPTION	RECOMMENDED EQUIPMENT	APPLICABILITY	POTENTIAL ENVIRONMENTAL EFFECTS
Removal				
1. Manual Removal	Hand tool (scrapers, wire brushes, shovels, cutting tools, wheel barrows, etc.) are used to scrape oil off surfaces or recover oiled sediments, vegetation, or debris where oil conditions are light or sporadic and/or access is limited.	<u>Equipment</u> misc. hand tools <u>Personnel</u> 10-20 workers	<ul style="list-style-type: none"> Can be used on all habitat types Light to moderate oiling conditions for stranded oil or heavy oils that have formed semi-solid to solid masses In areas where roosting or birthing animals cannot or should not be disturbed 	<ul style="list-style-type: none"> Sediment disturbance and erosion potential
2. Mechanical Removal	Mechanical earthmoving equipment is used to remove oiled sediments and debris from heavily impacted areas with suitable access.	<u>Equipment</u> motor grader, backhoe, dump truck elevating scrapers <u>Personnel</u> 2-4 workers plus equipment operators	<ul style="list-style-type: none"> On land, wherever surface sediments are accessible to heavy equipment Large amounts of oiled materials 	<ul style="list-style-type: none"> Removes upper 2 to 12 inches of sediments
3. Sorbent Use	Sorbents are applied manually to oil accumulations, coatings, sheens, etc. to remove and recover the oil.	<u>Equipment</u> misc. hand tools misc. sorbents <u>Personnel</u> 2-10 workers	<ul style="list-style-type: none"> Can be used on all habitat types Free-floating oil close to shore or stranded on shore, secondary treatment method after gross oil removal Sensitive areas where access is restricted 	<ul style="list-style-type: none"> Sediment disturbance and erosion potential Trampling of vegetation and organisms Foot traffic can work oil deeper into soft sediments
4. Vacuum / Pumps / Skimmers	Pumps, vacuum trucks, skimmers are used to remove oil accumulations from land or relatively thick floating layers from the water.	<u>Equipment</u> 1-2 50- to 100-bbl vacuum trucks w/ hoses 1-2 nozzle screens or skimmer heads <u>Personnel</u> 2-6 workers plus truck operators	<ul style="list-style-type: none"> Can be used on all habitat types Stranded oil on the substrate Shoreline access points 	<ul style="list-style-type: none"> Typically does not remove all oil Can remove some surface organisms, sediments, and vegetation

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FIGURE 6.3-2 - SUMMARY OF SHORELINE AND TERRESTRIAL CLEANUP TECHNIQUES, CONTINUED

TECHNIQUE	DESCRIPTION	RECOMMENDED EQUIPMENT	APPLICABILITY	POTENTIAL ENVIRONMENTAL EFFECTS
Washing				
5. Flooding	High volumes of water at low pressure are used to flood the oiled area to float oil off and out of sediments and back into the water or to a containment area where it can be recovered. Frequently used with flushing.	<u>Equipment</u> 1-5 100- to 200-gpm pumping systems 1 100-ft perforated header hose per system 1-2 200-ft containment booms per system 1 oil recovery device per system <u>Personnel</u> 6-8 workers per system	<ul style="list-style-type: none"> All shoreline types except steep intertidal areas Heavily oiled areas where the oil is still fluid and adheres loosely to the substrate Where oil has penetrated into gravel sediments Used with other washing techniques 	<ul style="list-style-type: none"> Can impact clean downgradient areas Can displace some surface organisms if present Sediments transported into water can affect water quality
6. Flushing	Water streams at low to moderate pressure, and possibly elevated temperatures, are used to remove oil from surface or near-surface sediments through agitation and direct contact. Oil is flushed back into the water or a collection point for subsequent recovery. May also be used to flush out oil trapped by shoreline or aquatic vegetation.	<u>Equipment</u> 1-5 50- to 100-gpm/100-psi pumping systems with manifold 1-4 100-ft hoses and nozzles per system 1-2 200-ft containment booms per system 1 oil recovery device per system <u>Personnel</u> 8-10 workers per system	<ul style="list-style-type: none"> Substrates, riprap, and solid man-made structures Oil stranded onshore Floating oil on shallow intertidal areas 	<ul style="list-style-type: none"> Can impact clean downgradient areas Will displace many surface organisms if present Sediments transported into water can affect water quality Hot water can be lethal to many organisms Can increase oil penetration depth
7. Spot (High Pressure Washing)	High pressure water streams are used to remove oil coatings from hard surfaces in small areas where flushing is ineffective. Oil is directed back into water or collection point for subsequent recovery.	<u>Equipment</u> 1-5 1,200- to 4,000-psi units with hose and spray wand 1-2 100-ft containment booms per unit 1 oil recovery device per unit <u>Personnel</u> 2-4 workers per unit	<ul style="list-style-type: none"> Bedrock, man-made structures, and gravel substrates When low-pressure flushing is not effective Directed water jet can remove oil from hard to reach sites 	<ul style="list-style-type: none"> Will remove most organisms if present Can damage surface being cleaned Can affect clean downgradient or nearby areas

FIGURE 6.3-2 - SUMMARY OF SHORELINE AND TERRESTRIAL CLEANUP TECHNIQUES, CONTINUED

TECHNIQUE	DESCRIPTION	RECOMMENDED EQUIPMENT	APPLICABILITY	POTENTIAL ENVIRONMENTAL EFFECTS
In Situ				
8. Passive Collection	Sorbent/snare booms or other sorbent materials are anchored at the waterline adjacent to heavily oiled areas to contain and recover oil as it leaches from the sediments.	<u>Equipment</u> 1,000-2,000 ft sorbent/snare boom 200-400 stakes or anchor systems <u>Personnel</u> 4-10 workers	<ul style="list-style-type: none"> All shoreline types Calm wave action Slow removal process 	<ul style="list-style-type: none"> Significant amounts of oil can remain on the shoreline for extended periods of time
9. Sediment Tilling	Mechanical equipment or hand tools are used to till lightly to moderately oiled surface sediments to maximize natural degradation processes.	<u>Equipment</u> 1 tractor fitted with tines, dicer, ripper blades, etc. or 1-4 rototillers or 1 set of hand tools <u>Personnel</u> 2-10 workers	<ul style="list-style-type: none"> Any sedimentary substrate that can support heavy equipment Sand and gravel beaches with subsurface oil Where sediment is stained or lightly oiled Where oil is stranded above normal high waterline 	<ul style="list-style-type: none"> Significant amounts of oil can remain on the shoreline for extended periods of time Disturbs surface sediments and organisms
10. In Situ Bioremediation	Fertilizer is applied to lightly to moderately oiled areas to enhance microbial growth and subsequent biodegradation of oil.	<u>Equipment</u> 1-2 fertilizer applicators 1 tilling device if required <u>Personnel</u> 2-4 workers	<ul style="list-style-type: none"> Any shoreline habitat type where nutrients are deficient Moderate to heavily oiled substrates After other techniques have been used to remove free product on lightly oiled shorelines Where other techniques are destructive or ineffective 	<ul style="list-style-type: none"> Significant amounts of oil can remain on the shoreline for extended periods of time Can disturb surface sediments and organisms

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FIGURE 6.3-2 - SUMMARY OF SHORELINE AND TERRESTRIAL CLEANUP TECHNIQUES, CONTINUED

TECHNIQUE	DESCRIPTION	RECOMMENDED EQUIPMENT	APPLICABILITY	POTENTIAL ENVIRONMENTAL EFFECTS
In Situ, Continued				
11. Log/Debris Burning	Oiled logs, driftwood, vegetation, and debris are burned to minimize material handling and disposal requirements. Material should be stacked in tall piles and fans used to ensure a hot, clean burn.	<u>Equipment</u> 1 set of fire control equipment 2-4 fans 1 supply of combustion promoter <u>Personnel</u> 2-4 workers	<ul style="list-style-type: none"> On most habitats except dry muddy substrates where heat may impact the biological productivity of the habitat Where heavily oiled items are difficult or impossible to move Many potential applications on ice 	<ul style="list-style-type: none"> Heat may impact local near-surface organisms Substantial smoke may be generated Heat may impact adjacent vegetation
12. Natural Recovery	No action is taken and oil is allowed to degrade naturally.	None required	<ul style="list-style-type: none"> All habitat types When natural removal rates are fast Degree of oiling is light Access is severely restricted or dangerous to cleanup crews When cleanup actions will do more harm than natural removal 	<ul style="list-style-type: none"> Oil may persist for significant periods of time Remobilized oil or sheens may impact other areas Higher probability of impacting wildlife
13. Dispersants (use of dispersants requires Federal or State approval) (Dispersants are not authorized for use in EPA Region V)	Dispersants are used to reduce the oil/water interfacial tension thereby decreasing the energy needed for the slick to break into small particles and mix into the water column. Specially formulated products containing surface-active agents are sprayed from aircraft or boats onto the slick.	Dispersants Boat or aircraft	<ul style="list-style-type: none"> Water bodies with sufficient depth and volume for mixing and dilution When the impact of the floating oil has been determined to be greater than the impact of dispersed oil on the water-column community 	<ul style="list-style-type: none"> Use in shallow water could affect benthic resources May adversely impact organisms in the upper 30 feet of the water column Some water-surface and shoreline impacts could occur
1 - Per 1000 feet of shoreline or oiled area				

Cleanup methods are provided in the appropriate Area Contingency Plan (ACP), NOAA's "Shoreline

Assessment Manual," and NOAA's "Options for Minimizing Environmental Impacts of Freshwater Spill Response." (See <http://response.restoration.noaa.gov> for the latter two.)

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6.4 WILDLIFE PROTECTION AND REHABILITATION

- The Company will support wildlife protection and rehabilitation efforts during the response, and assist in these efforts in alignment with local, state, and federal authorities and certified contractors.
- Company personnel will not attempt to rescue or clean affected wildlife, because such actions may cause harm to the individuals or may place the animals at further risk.
- Federal and state agencies responsible for wildlife capture and rehabilitation will typically coordinate capturing and rehabilitating oiled wildlife; a list of these agencies is included in **FIGURE 3.1-5**.
- Wildlife rehabilitation specialists may be utilized to assist in capturing and rehabilitating oiled animals as well as deterring unaffected animals away from the spill site.

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6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Jaguar	<i>Panthera onca</i>	Tropical and subtropical forests, mangrove swamps	E	New Mexico
Milk-vetch, Mancos	<i>Astragalus humillimus</i>	Sandstone ledges or mesa tops	E	New Mexico
Minnow, Rio Grande silvery Entire, except where listed as an experimental population	<i>Hybognathus amarus</i>	Large streams with slow to moderate current over mud, sand, or gravel bottom	E	New Mexico
Pennyroyal, Todsens's	<i>Hedeoma todsenii</i>	Steep gravelly north- and east-facing hillsides	E	New Mexico
Poppy, Sacramento prickly	<i>Argemone pleiakantha</i> ssp. <i>Pinnatisecta</i>	Loose, gravelly soils, canyon bottoms and slopes	E	New Mexico
Springsnail, Alamosa	<i>Tryonia alamosae</i>	Gravel and sand substrate	E	New Mexico
Springsnail, Socorro	<i>Pyrgulopsis neomexicana</i>	Spring/brook	E	New Mexico
Sucker, razorback entire	<i>Xyrauchen texanus</i>	Slow areas, backwaters, and eddies of medium to large rivers	E	New Mexico
Tern, least interior pop.	<i>Sterna antillarum</i>	Open sandy or gravelly beach, dredge spoil and other open shoreline areas	E	New Mexico
Topminnow, Gila (incl. Yaqui) U.S.A. only	<i>Poeciliopsis occidentalis</i>	Upland streams of desert and grasslands	E	New Mexico
Wolf, gray Lower 48 States, except where delisted and where EXPN. Mexico	<i>Canis lupus</i>	Mixed, grassland/herbaceous	E	New Mexico
Woundfin except Gila R. drainage, AZ, NM	<i>Plagopterus argentissimus</i>	Swift, highly turbid, extremely warm, small to medium rivers	E	New Mexico
Cactus, Lee pincushion	<i>Coryphantha sneedii</i> var. <i>leei</i>	Limestone ledges and hills	T	New Mexico
Cactus, Mesa Verde	<i>Sclerocactus mesae-verdae</i>	Gravelly, dark, sandy loams on slopes or hills	T	New Mexico
Chub, Chihuahua	<i>Gila nigrescens</i>	Flowing pools of shallow of creeks and small rivers in canyons	T	New Mexico

E - Endangered
T - Threatened

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6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Eagle, bald Sonoran Desert DPS	<i>Haliaeetus leucocephalus</i>	Coastlines, rivers, lakes, wet prairies, and coastal pine lands	T	New Mexico
Fleabane, Zuni	<i>Erigeron rhizomatus</i>	Pinyon-juniper woodlands	T	New Mexico
Bat, lesser long-nosed	<i>Leptonycteris curasoae yerbabuena</i>	Caves, mines	E	New Mexico
Bat, Mexican long-nosed	<i>Leptonycteris nivalis</i>	Desert, woodland - mixed	E	New Mexico
Cactus, Knowlton	<i>Pediocactus knowltonii</i>	Gravelly, dark, sandy loams on slopes or hills	E	New Mexico
Cactus, Kuenzler hedgehog	<i>Echinocereus fendleri var. kuenzleri</i>	Gentle, gravelly to rocky slopes and benches on limestone or limy sandstone	E	New Mexico
Cactus, Sneed pincushion	<i>Coryphantha sneedii var. sneedii</i>	Grasslands or lechuguilla-sotol shrublands on limestone outcrops and rocky slopes	E	New Mexico
Flycatcher, southwestern willow	<i>Empidonax traillii extimus</i>	Streamside thickets, brushy fields, and willows	E	New Mexico
Gambusia, Pecos	<i>Gambusia nobilis</i>	Shallow margins of clear vegetated spring waters	E	New Mexico
Ipomopsis, Holy Ghost	<i>Ipomopsis sancti-spiritus</i>	Roadside and in small woodland clearings	E	New Mexico
Isopod, Socorro	<i>Thermosphaeroma thermophilus</i>	Small pools and runs between Sedillo Springs and the abandoned Evergreen bathhouse	E	New Mexico
Frog, Chiricahua leopard	<i>Rana chiricahuensis</i>	Pine-oak forests with permanent water ponds	T	New Mexico
Minnow, loach	<i>Tiaroga cobitis</i>	Flowing, unpolluted creeks, small to medium rivers with low amounts of fine sediment	T	New Mexico
Owl, Mexican spotted	<i>Strix occidentalis lucida</i>	Forest, woodlands	T	New Mexico
Rattlesnake, New Mexican ridge-nosed	<i>Crotalus willardi obscurus</i>	Cave, mines, and rocks	T	New Mexico

E - Endangered

T - Threatened

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6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Shiner, Arkansas River Arkansas R. Basin	<i>Notropis girardi</i>	Unshaded channels of creeks and small to large rivers	T	New Mexico
Shiner, beautiful	<i>Cyprinella formosa</i>	Small streams or pools of creeks	T	New Mexico
Shiner, Pecos bluntnose	<i>Notropis simus pecosensis</i>	Small streams or pools	T	New Mexico
Spikedace	<i>Meda fulgida</i>	Permanent, flowing, unpolluted water of low gradient streams	T	New Mexico
Sunflower, Pecos (=puzzle, =paradox)	<i>Helianthus paradoxus</i>	Desert wetlands	T	New Mexico
Thistle, Sacramento Mountains	<i>Cirsium vinaceum</i>	Moist banks of streams, wet meadows, and other moist areas	T	New Mexico
Trout, Gila	<i>Oncorhynchus gilae</i>	Cold mountain streams	T	New Mexico
Wild-buckwheat, gypsum	<i>Eriogonum gypsophilum</i>	Open, gypsum in grama grassland	T	New Mexico
Amphipod, Noel's	<i>Gammarus desperatus</i>	Sinkholes, springs, and associated spring runs and wetland habitats	E	New Mexico
Chub, Gila	<i>Gila intermedia</i>	Headwaters of smaller streams cienegas, springs and marshes	E	New Mexico
Ferret, black-footed entire population, except where EXPN	<i>Mustela nigripes</i>	Grasslands, steppe, and shrub steppe	E	New Mexico
Pikeminnow (=squawfish), Colorado except Salt and Verde R. drainages, AZ	<i>Ptychocheilus lucius</i>	Deep turbid strongly flowing water, eddies, runs, flooded bottoms, or backwaters	E	New Mexico
Snail, Pecos assiminea	<i>Assiminea pecos</i>	Permanent, flowing, unpolluted, fresh to moderately saline water; Moist or saturated soil at stream or spring run margins with native vegetation growing in or adapted to aquatic or very wet environment, such as salt grass or sedges; and Stable water levels with natural diurnal and seasonal variation	E	New Mexico
Springsnail,				

Koster's	<i>Juturnia kosteri</i>	Springs, seeps, sinkholes, and outflows	E	New Mexico
Springsnail, Roswell	<i>Pyrgulopsis roswellensis</i>	Springs, seeps, sinkholes, and outflows	E	New Mexico

E - Endangered

T - Threatened

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6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Plover, piping except Great Lakes watershed	<i>Charadrius melodus</i>	Sandy beaches, islands	T	New Mexico
Ambrosia, south Texas	<i>Ambrosia cheiranthifolia</i>	Grasslands and various mesquite-dominated shrublands	E	Texas
Amphipod, Peck's cave	<i>Stygobromus (=Stygonectes) pecki</i>	Subterranean springs	E	Texas
Ayenia, Texas	<i>Ayenia limitaris</i>	Dense subtropical woodlands	E	Texas
Bat, Mexican long-nosed	<i>Leptonycteris nivalis</i>	Caves or similar mines and tunnels	E	Texas
Beetle, American burying	<i>Nicrophorus americanus</i>	Cropland/hedgerow	E	Texas
Beetle, Coffin Cave mold	<i>Batrisodes texanus</i>	Isolated caves within the Edwards Limestone Formation	E	Texas
Beetle, Comal Springs dryopid	<i>Stygoparnus comalensis</i>	Comal Springs	E	Texas
Beetle, Comal Springs riffle	<i>Heterelmis comalensis</i>	Gravel substrates and shallow riffles in spring runs	E	Texas
Beetle, Helotes mold	<i>Batrisodes venyivi</i>	Cavelike formations of Bexar County, Texas	E	Texas
Beetle, Kretschmarr Cave mold	<i>Texamaurops reddelli</i>	Edward's Plateau caves	E	Texas
Beetle, Tooth Cave ground	<i>Rhadine persephone</i>	Karst caves within the Edwards Limestone Formation	E	Texas
Bladderpod, white	<i>Lesquerella pallida</i>	Exposed calcareous Weches Formation outcrops	E	Texas
Bladderpod, Zapata	<i>Lesquerella thamnophila</i>	Open, evergreen thorn shrublands on gravelly to sandy loams	E	Texas
Cactus, black lace	<i>Echinocereus reichenbachii</i> var. <i>albertii</i>	Grassy openings on south Texas rangeland	E	Texas

E - Endangered

T - Threatened

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Cactus, Nellie cory	<i>Coryphantha minima</i>	Rock crevices on novaculite outcrops	E	Texas
Cactus, Sneed pincushion	<i>Coryphantha sneedii</i> var. <i>sneedii</i>	Grasslands or lechuguilla-sotol shrublands on limestone outcrops and rocky slopes	E	Texas
Cactus, star	<i>Astrophytum asterias</i>	Sparse, fairly open brushland	E	Texas
Cactus, Tobusch fishhook	<i>Ancistrocactus tobuschii</i>	Sparse, fairly open brushland	E	Texas
Cat's-eye, Terlingua Creek	<i>Cryptantha crassipes</i>	Low hills and gentle slopes composed of a platy, yellowish limestone	E	Texas
Crane, whooping except where EXPN	<i>Grus americana</i>	Cropland/hedgerow, grassland/herbaceous	E	Texas
Curlew, Eskimo	<i>Numenius borealis</i>	Cropland/hedgerow, grassland/herbaceous, tundra	E	Texas
Darter, fountain	<i>Etheostoma fonticola</i>	Springs and spring-fed streams in dense beds of aquatic plants	E	Texas
Dawn-flower, Texas prairie	<i>Hymenoxys texana</i>	Poorly drained, sparsely vegetated areas	E	Texas
Dogweed, ashy	<i>Thymophylla tephroleuca</i>	Fine sand or sandy-loam soils on level or rolling grasslands often shrub-invaded	E	Texas
Falcon, northern aplomado	<i>Falco femoralis septentrionalis</i>	Open grassland or savannah with scattered trees or shrubs	E	Texas
Flycatcher, southwestern willow	<i>Empidonax traillii extimus</i>	Streamside thickets, brushy fields, and willows	E	Texas
Frankenia, Johnston's	<i>Frankenia johnstonii</i>	Arid, gravelly, limestone-derived soils on gentle slopes	E	Texas
Gambusia, Big Bend	<i>Gambusia gaigei</i>	Herbaceous wetlands	E	Texas
Gambusia, Clear Creek	<i>Gambusia heterochir</i>	Springs and outflow streams	E	Texas

E - Endangered
T - Threatened

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Gambusia, Pecos	<i>Gambusia nobilis</i>	Herbaceous wetlands	E	Texas
Gambusia, San Marcos	<i>Gambusia georgei</i>	Herbaceous wetlands	E	Texas
Ground beetle, [unnamed]	<i>Rhadine exilis</i>	Burrows, under stones and in damp soil	E	Texas
Ground beetle, [unnamed]	<i>Rhadine infernalis</i>	Burrows, under stones and in damp soil	E	Texas
Harvestman, Bee Creek Cave	<i>Texella reddelli</i>	Karst caves within the Edwards Limestone Formation	E	Texas
Harvestman, Bone Cave	<i>Texella reyesi</i>	Karst caves within the Edwards Limestone Formation	E	Texas
Harvestman, Cokendolpher Cave	<i>Texella cokendolpheri</i>	Subterranean obligate	E	Texas
Jaguarundi, Gulf Coast	<i>Herpailurus (=Felis) yagouaroundi cacomitli</i>	Tropical and subtropical forests	E	Texas
Ladies'-tresses, Navasota	<i>Spiranthes parksii</i>	Narrow band of vegetation called the Post-Oak Savannah	E	Texas
Manatee, West Indian	<i>Trichechus manatus</i>	Shallow coastal waters, estuaries, bays, rivers, and lakes	E	Texas
Manioc, Walker's	<i>Manihot walkerae</i>	Tamaulipan grassland-thornscrub community	E	Texas
Meshweaver, Braken Bat Cave	<i>Cicurina venii</i>	Subterranean obligate	E	Texas
Meshweaver, Government Canyon Bat Cave	<i>Cicurina vespera</i>	Subterranean obligate	E	Texas
Meshweaver, Madla's Cave	<i>Cicurina madla</i>	Subterranean obligate	E	Texas
Meshweaver, Robber Baron Cave	<i>Cicurina baronia</i>	Subterranean obligate	E	Texas

E - Endangered

T - Threatened

Southwestern Response Zone

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6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Ocelot	<i>Leopardus (=Felis) pardalis</i>	Forest, wetlands	E	Texas
Phlox, Texas trailing	<i>Phlox nivalis ssp. texensis</i>	"In fire-maintained openings in upland longleaf pine savannas or	E	Texas
Pitaya, Davis' green	<i>Echinocereus viridiflorus var. davisii</i>	Flat hills on a specific substrate rich in quartz sand, in west Texas	E	Texas
Pondweed, Little Aguja (=Creek)	<i>Potamogeton clystocarpus</i>	Pools and flowing streams with igneous-derived alluvium.	E	Texas
Poppy-mallow, Texas	<i>Callirhoe scabriuscula</i>	Grasslands, shin oak shrublands, or open oak or mesquite woodlands	E	Texas
Prairie-chicken, Attwater's greater	<i>Tympanuchus cupido attwateri</i>	Forest	E	Texas
Pseudoscorpion, Tooth Cave	<i>Tartarocreagris texana</i>	Dry caves within the Edwards Limestone Formation	E	Texas
Pupfish, Comanche Springs	<i>Cyprinodon elegans</i>	Spring-marsh complex, irrigation canals	E	Texas
Pupfish, Leon Springs	<i>Cyprinodon bovinus</i>	Spring-marsh complex, irrigation canals	E	Texas
Rush-pea, slender	<i>Hoffmannseggia tenella</i>	Sparsely vegetated openings within bluestem-sacahuista grasslands	E	Texas
Salamander, Barton Springs	<i>Eurycea sosorum</i>	Aquatic, rubble in the spring outflow at Barton Springs	E	Texas
Salamander, Texas blind	<i>Typhlomolge rathbuni</i>	Subterranean streams of the Purgatory Creek system	E	Texas
Sand-verbena, large-fruited	<i>Abronia macrocarpa</i>	Deep, well-drained sands	E	Texas
Sawfish, smalltooth	<i>Pristis pectinata</i>	Shallow coastal waters of tropical seas and estuaries; sheltered bays, on shallow banks, and in estuaries or river mouths	E	Texas
Sea turtle, hawksbill	<i>Eretmochelys imbricata</i>	Clear offshore waters off the mainland and on island shelves	E	Texas

E - Endangered

T - Threatened

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6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Sea turtle, Kemp's ridley	<i>Lepidochelys kempii</i>	Shallow areas with sandy and muddy bottoms	E	Texas
Sea turtle, leatherback	<i>Dermochelys coriacea</i>	Warm sands of tropical beaches	E	Texas
Snail, Pecos assiminea	<i>Assiminea pecos</i>	Permanent, flowing, unpolluted, fresh to moderately saline water; Moist or saturated soil at stream or spring run margins with native vegetation growing in or adapted to aquatic or very wet environment, such as salt grass or sedges; and Stable water levels with natural diurnal and seasonal variation	E	Texas
Snowbells, Texas	<i>Styrax texanus</i>	Praries and pastures	E	Texas
Spider, Government Canyon Bat Cave	<i>Neoleptoneta microps</i>	Subterranean obligate	E	Texas
Spider, Tooth Cave	<i>Leptoneta myopica</i>	Subterranean obligate	E	Texas
Tern, least interior pop.	<i>Sterna antillarum</i>	Open sandy or gravelly beach, dredge spoil and other open shoreline areas	E	Texas
Toad, Houston	<i>Bufo houstonensis</i>	Soft sandy soils; pine forest, mixed deciduous forest	E	Texas
Vireo, black-capped	<i>Vireo atricapillus</i>	Shrubland/chaparral	E	Texas
Warbler (=wood), golden-cheeked	<i>Dendroica chrysoparia</i>	Woodlands with tall Ashe juniper, oaks, and other hardwood trees	E	Texas
Whale, finback	<i>Balaenoptera physalus</i>	Offshore ocean waters	E	Texas
Whale, humpback	<i>Megaptera novaeangliae</i>	Surface of the ocean	E	Texas
Wild-rice, Texas	<i>Zizania texana</i>	Gravelly, sandy to silty clays in relatively shallow water	E	Texas
Woodpecker, red-cockaded	<i>Picoides borealis</i>	Open pine forests with large, widely-spaced older trees	E	Texas

(No common name)	<i>Geocarpon minimum</i>	Grazing land	T	Texas
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E - Endangered
T - Threatened

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6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Bear, Louisiana black	<i>Ursus americanus luteolus</i>	Forest - mixed, woodland	T	Texas
Cactus, Chisos Mountain hedgehog	<i>Echinocereus chisoensis var. chisoensis</i>	Desert grasslands or sparsely vegetated shrublands on gravelly flats and terraces	T	Texas
Cactus, Lloyd's Mariposa	<i>Echinomastus mariposensis</i>	Arid, gravelly, limestone-derived soils on gentle slopes	T	Texas
Cory cactus, bunched	<i>Coryphantha ramillosa</i>	Chihuahuan Desert succulent scrub on rocky slopes, ledges, and gravelly flats	T	Texas
Eagle, bald Sonoran Desert DPS	<i>Haliaeetus leucocephalus</i>	Coastlines, rivers, lakes, wet prairies, and coastal pine lands	T	Texas
Minnow, Devils River	<i>Dionda diaboli</i>	Creek medium river	T	Texas
Oak, Hinckley	<i>Quercus hinckleyi</i>	Arid, rocky, limestone-derived soils or limestone outcrops	T	Texas
Owl, Mexican spotted	<i>Strix occidentalis lucida</i>	Forest, woodlands	T	Texas
Plover, piping except Great Lakes watershed	<i>Charadrius melodus</i>	Wetlands	T	Texas
Salamander, San Marcos	<i>Eurycea nana</i>	Clear spring water coming from the headwaters of the San Marcos River	T	Texas
Sea turtle, green except where endangered	<i>Chelonia mydas</i>	Coasts, open sea	T	Texas
Sea turtle, loggerhead	<i>Caretta caretta</i>	Estuaries, coastal streams and salt marshes	T	Texas
Shiner, Arkansas River Arkansas R. Basin	<i>Notropis girardi</i>	Unshaded channels of creeks and small to large rivers	T	Texas
Snake, Concho water	<i>Nerodia paucimaculata</i>	Bare rock/talus/scree	T	Texas
Sunflower, Pecos (=puzzle, =paradox)	<i>Helianthus paradoxus</i>	Desert wetlands	T	Texas

E - Endangered
T - Threatened

PLMISA 00032691

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6.6 TACTICAL OVERVIEW MAP

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6.8 TACTICAL PLANS

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SECTION 7

SUSTAINED RESPONSE ACTIONS

Last Revised: May 2008

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7.1 Response Resources

7.1.1 Response Equipment

Figure 7.1-1 - Regional Company and Response Contractor's Equipment List / Response Time

7.1.2 Response Equipment Inspection and Maintenance

7.1.3 Contracts, Contractor Equipment, and Labor

7.1.4 Command Post

Figure 7.1-2 - Command Post Checklist

7.1.5 Staging Area

7.1.6 Communications Plan

Figure 7.1-3 - Communications Checklist

7.2 Public Affairs

Figure 7.2-1 - Incident Fact Sheet

7.3 Site Security Measures

Figure 7.3-1 - Site Security Checklist

7.4 Waste Management

Figure 7.4-1 - Waste Management Flow Chart

Figure 7.4-2 - General Waste Containment and Disposal Checklist

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7.4.1 Waste Storage

Figure 7.4-3 - Temporary Storage Methods

7.4.2 Waste Transfer

7.4.3 Waste Disposal

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7.1 RESPONSE RESOURCES

7.1.1 Facility Response Equipment

SKIMMERS/PUMPS					
TYPE/MODEL/YEAR	QUANTITY	CAPACITY	DAILY EFFECTIVE RECOVERY RATE	DATE FUEL LAST CHANGED	STORAGE LOCATION
Trash Pumps / WT20X / Year N/A	12	172 GPM derated to 138 GPM	4,731 BPD	08/01/10	RRT: 5859, 5820, 9451, 8840, 5851, 5852, 5808, 8508, 8504, 8478
Trash Pumps / WT30X / Year N/A	6	1,300 GPM derated to 1,040 GPM	35,657 BPD	08/01/10	RRT: 5859, 5820, 9451, 8840, 5851, 5852
Transfer Pumps / 1P950 / Year N/A	2	50 GPM derated to 40 GPM	1,371 BPD	08/01/10	RRT: 5851, 5852
Transfer Pumps / RLCGF / Year N/A	2	90 GPM derated to 72 GPM	2,469 BPD	08/01/10	RRT: 9451
Transfer Pumps / PX4 / Year N/A	3	81 GPM derated to 65 GPM	2,229 BPD	N/A - Pneumatic	RRT: 9451, 8504, 5808
Washdown Pumps / FS150A-39G4 / Year N/A	3	23 GPM derated to 18 GPM	617 BPD	08/01/10	RRT: 5812, 5859, 5860
BOOM					
TYPE/MODEL/YEAR	QUANTITY	SIZE	CONTAINMENT AREA (sq ft)	STORAGE LOCATION	
Containment / 4" Flotation / 9" Skirt	4	200 ft	3,200 sqft	RRT: 5812, 5860, 8880, 5819	
Sweeping / 4" Flotation / 4" Skirt	4	200 ft	3,200 sqft	RRT: 5812, 5860, 8880, 5819	
Containment / 6" Flotation / 4" Skirt	4	200 ft	20,096 sqft	RRT: 5851	
Containment / 6" Flotation / 12" Skirt	4	1,000 ft	40,192 sqft	RRT: 5812, 5860, 8152, 5819	
CHEMICALS STORED					
TYPE	QUANTITY	DATE PURCHASED	TREATMENT CAPACITY	STORAGE LOCATION	
NO Chemicals (Dispersants) Stored	n/a	n/a	n/a	n/a	
DISPERSANT DISPENSING EQUIPMENT					
TYPE/YEAR	CAPACITY	STORAGE LOCATION	RESPONSE TIME (min)		
NO Dispersant Dispensing Equipment Stored	n/a	n/a	n/a		

***Note:** Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

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7.1.1 Facility Response Equipment, Continued

SORBENTS					
TYPE/YEAR	QUANTITY	ABSORPTION CAPACITY (gal)	STORAGE LOCATION	OPERATIONAL STATUS	
100 ft Absorbent Boom / 4"	3	69 gallons per boom	RRT: 5812, 5819, 8880	Operational	
Absorbent Pads 16" x 18" Heavy White; 100 per case	32 cases	44 gallons per case	RRT: 5859, 5819, 5820, 5860, 8150, 9451, 8152, 8840, 8880, 5851, 5852, 5808, 5812, 5904, 8504, 8478	Operational	
HAND TOOLS					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
Brass Roundpoint shovels	17	All Response Vans	Operational		
Brass Sledge hammer	17	All Response Vans	Operational		
Tool Boxes (Miscellaneous)	17	All Response Vans	Operational		
Rakes	17	All Response Vans	Operational		
Brooms	17	All Response Vans	Operational		
Ladders	17	All Response Vans	Operational		
Plastic sheeting (Visquene)	17	All Response Vans	Operational		
Tarps	17	All Response Vans	Operational		
Squeegee	17	All Response Vans	Operational		
Flashlights and batteries	17	All Response Vans	Operational		

*Note: Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

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7.1.1 Facility Response Equipment, Continued

HAND TOOLS					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
Pipe wrenches - 12" / 18" / 24"	17	All Response Vans	Operational		
Polypropylene Rope - 50 ft roll	17	All Response Vans	Operational		
T-Posts, 8 packs	17	All Response Vans	Operational		
Orange barricade net fencing	17	All Response Vans	Operational		
Rags / wiping cloths	17	All Response Vans	Operational		
Trash bags, 4 cartons	17	All Response Vans	Operational		
Trash cans	17	All Response Vans	Operational		
Plastic buckets/pails	17	All Response Vans	Operational		
Dust pan	17	All Response Vans	Operational		
Caution tape	17	All Response Vans	Operational		
Flagging tape	17	All Response Vans	Operational		
Scrub brushes	17	All Response Vans	Operational		

***Note:** Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

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7.1.1 Facility Response Equipment, Continued

HAND TOOLS					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
Decontamination tub	17	All Response Vans	Operational		
Pump sprayers	17	All Response Vans	Operational		
Pump suction / discharge hoses	17	All Response Vans	Operational		
Generator Sets	17	All Response Vans	Operational		
Work lights w/stands	17	All Response Vans	Operational		
50 ft Extension cords	17	All Response Vans	Operational		
100 ft Extension cords	17	All Response Vans	Operational		
Hip boots	17	All Response Vans	Operational		
Chain saws	17	All Response Vans	Operational		
Leaf blowers	17	All Response Vans	Operational		
Safety Gas can, metal	17	All Response Vans	Operational		
COMMUNICATIONS EQUIPMENT					
TYPE/YEAR	QUANTITY	STORAGE LOCATION/NUMBER	OPERATIONAL STATUS		
Satellite phone, Westinghouse WEC 1000 Series, KT-JL01010M, Transmit = 1626.5-1660.5 MHz, Receive = 1525.0-1559.0 MHz, No. 877-746-9156	1	5834	Operational		

***Note:** Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

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7.1.1 Facility Response Equipment, Continued

FIRE FIGHTING AND PERSONNEL PROTECTIVE EQUIPMENT					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
Tyvek Coveralls, bundles of 12	17	All Response Vans	Operational		
SCBA, Drager Pro Air +	4	9451	Operational		
First Aid Kit	17	All Response Vans	Operational		
Safety Glasses, 12 pair	17	All Response Vans	Operational		
Safety Goggles, 12 pair	17	All Response Vans	Operational		
Nitrile Gloves, 12 pair bundle	17	All Response Vans	Operational		
Cotton Gloves, 12 pair bundle	17	All Response Vans	Operational		
Safety Backboard	2	8712; 9137	Operational		
Fire Blanket	17	All Response Vans	Operational		
Wind Sock	17	All Response Vans	Operational		
Safety Belt w/100 ft rope	2	8712; 9137	Operational		
Eye Wash Stations	2	8712; 9137	Operational		

***Note:** Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

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7.1.1 Facility Response Equipment, Continued

FIRE FIGHTING AND PERSONNEL PROTECTIVE EQUIPMENT					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
20-lb. fire Extinguisher ABC	17	All Response Vans	Operational		
10-lb. Fire Extinguisher ABC	17	All Response Vans	Operational		
Full-face shields	17	All Response Vans	Operational		
Orange Safety Vestas; set of 6	17	All Response Vans	Operational		
Traffic cones (orange pylons)	30	All Response Vans	Operational		
Traffic barricades	17	All Response Vans	Operational		
Rain Gear (Slicker Suits)	12	9451; 8712; 9137	Operational		
OTHER					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
Unit 5859 Rapid Response Trailer (RRT) 1993 Eagle Van	1	1301 S. County Road 1150, Midland, TX 79706	Operational		
Unit 9551 RRT 1978 Hobbs Van	1	2932 County Road 4156, Hermleigh, TX 79526	Operational		
Unit 3422 Truck Tractor 1989 Mack (pulls 9451)	1	2932 County Road 4156, Hermleigh, TX 79526	Operational		
Unit 5819 RRT 1992 Eagle Van	1	2932 County Road 4156, Hermleigh, TX 79526	Operational		
Unit 5820 RRT 2001 Wells Cargo Van	1	2932 County Road 4156, Hermleigh, TX 79526	Operational		

*Note: Response equipment is tested and deployed as described in FIGURE A.1-2 and FIGURE A.1-4.

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7.1.1 Facility Response Equipment, Continued

OTHER					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
Unit 5860 RRT 2001 Big Tex Utility	1	2932 County Road 4156, Hermleigh, TX 79526	Operational		
Unit 8150 RRT 1991 Port Utility	1	2932 County Road 4156, Hermleigh, TX 79526	Operational		
Unit 5818 Rapid Response Boat (RRB) 1992 Aluma Weld 16'0"	1	2932 County Road 4156, Hermleigh, TX 79526	Operational		
Unit 5821 RRB 1970 Monark 16'0"	1	2932 County Road 4156, Hermleigh, TX 79526	Operational		
Unit 5827 RRB 1977 Lowline 16'0"	1	2932 County Road 4156, Hermleigh, TX 79526	Operational		
Unit 8909 RRB 1974 Mirro Craft 14'0"	1	2932 County Road 4156, Hermleigh, TX 79526	Operational		
TX5030HH RRB 1992 Cestliner 14'0"	1	2932 County Road 4156, Hermleigh, TX 79526	Operational		
TX7000WA RRB 1973 Ouachita 15'0"	1	1086 E. Howard Field Road, Coahoma, TX 79511	Operational		
Unit 8152 RRT 1991 Port Utility	1	1086 E. Howard Field Road, Coahoma, TX 79511	Operational		
Unit 8840 RRT 1991 Port Utility	1	1086 E. Howard Field Road, Coahoma, TX 79511	Operational		
Unit 8880 RRT 1991 HMDE Van	1	1086 E. Howard Field Road, Coahoma, TX 79511	Operational		
Unit 5834 RRT 1993 Eagle Van	1	2110 Harding Street, Wichita Falls, TX 76301	Operational		

*Note: Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

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7.1.1 Facility Response Equipment, Continued

OTHER					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
Unit 5851 RRT 1993 Eagle Van	1	2110 Harding Street, Wichita Falls, TX 76301	Operational		
Unit 5852 RRT 1993 Eagle Van	1	2110 Harding Street, Wichita Falls, TX 76301	Operational		
Unit 5853 RRB 1993 Aluma Weld 16'0"	1	2110 Harding Street, Wichita Falls, TX 76301	Operational		
Unit 5854 RRB 1984 Lake Jon 14'0"	2	2110 Harding Street, Wichita Falls, TX 76301	Operational		
Unit 5808 RRRT 1990 Wells Cargo Van	1	1218 S. County Road 1150, Midland, TX 79706	Operational		
Unit 5812 RRT 1997 Big Tex Utility	1	1218 S. County Road 1150, Midland, TX 79706	Operational		
Unit 8508 RRT 1989 Wells Cargo van	17	Hwy. 67 & Shell Rd., McCamey, TX 79752	Operational		
TX3543EZ RRB 1994 Grumman 15'10"	1	1218 S. County Road 1150, Midland, TX 79706	Operational		
TX 6134CA RRB 1970 Monark 16'0"	1	1218 S. County Road 1150, Midland, TX 79706	Operational		
TX7722HC RRB 1993 Crestliner 16'0"	1	1218 S. County Road 1150, Midland, TX 79706	Operational		
Unit 8504 RRT 1989 Wells Cargo Van	1	19 Tank Farm Lane, Jal, NM 88252	Operational		
Unit 8478 RRT 1991 Wells Cargo Van	1	Hwy. 18 & Tank Farm Rd., Monahans, TX 70756	Operational		

*Note: Response equipment is tested and deployed as described in FIGURE A.1-2 and FIGURE A.1-4.

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7.1.1 Facility Response Equipment, Continued

OTHER					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
Unit 5804 RRT 1989 Wells Cargo Van	1	1662 FM 1939, Denver City, TX 79323	Operational		
Unit 8894 RRT 1993 Wells Cargo Van	1	1662 FM 1939, Denver City, TX 79323	Operational		
Unit 8712 RRT 1991 Wells Cargo Van	1	6325 Towbridge St., El Paso, TX 79905	Operational		
Unit 9137 RRT 1991 Wells Cargo Van	1	3200 Broadway SE, Albuquerque, NM 87105	Operational		

***Note:** Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

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**FIGURE 7.1-1 - REGIONAL COMPANY AND RESPONSE CONTRACTOR'S EQUIPMENT LIST /
RESPONSE TIME**

*USCG Classified OSRO for facility

COMPANY/CONTRACTOR	EQUIPMENT	RESPONSE TIME
*Garner Environmental Services a Petro-Clean Dispersant Distributor Deer Park, TX	Full Response Capability	6 hours
*Eagle Construction and Environmental Services, L. P. Eastland, TX	Full Response Capability	6 hours
*National Response Corporation Spring, TX	Full Response Capability	6 hours
Talon LPE Amarillo, TX	Full Response Capability	6 hours

Note: Response times are based on 35 mph for land (five knots for water) and take into account traffic, weather, and other environmental conditions that could restrict response efforts.

7.1.2 Response Equipment Inspection and Maintenance

Company response equipment is tested and inspected as noted below. The Manager of Operations is responsible for ensuring that the following response equipment and testing procedures are implemented. These consist of:

Containment boom During semiannual boom deployment exercises, boom will be inspected for signs of structural deficiencies. If tears in fabric or rotting is observed, boom will be repaired or replaced. In addition, end connectors will be inspected for evidence of corrosion. If severe corrosion is detected, equipment will be repaired or replaced.

Miscellaneous equipment Other response equipment identified in this Plan will be inventoried and tested on a semiannual basis to ensure that the stated quantities are in inventory and in proper working order. The equipment inspection and deployment exercises are recorded and maintained at the facility and retained for a period of five years. Exercise requirements are listed in **APPENDIX A.1**. A Spill/Exercise Documentation form is in **FIGURE A.1-3**. **FIGURE A.1-4** provides a log for response equipment testing and deployment drills.

7.1.3 Contractors, Contractor Equipment, and Labor

- The Company's primary response contractors' names and phone numbers, as well as other companies who can provide spill response services are provided in **FIGURE 3.1-5**.
- The Company has ensured by contract the availability of private personnel and equipment necessary to respond, to the maximum extent practicable, to the worst case discharge or the substantial threat of such discharge.
- Contractors without USCG classification deploy and inspect boom to meet PREP guidelines. Company requires that these exercises are completed annually.
- **APPENDIX B** contains evidence of contracts for the Company's primary response contractors and equipment lists of contractors without USCG classification.

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7.1.4 Command Post

In the event of a major spill or other emergency, both a Company off-site EMT Command Center and a Command Post (located close to but at a safe distance back from the incident scene) may be established. For a minor emergency, only a Command Post may be established. Refer to **FIGURE 7.1-2** for guidelines in establishing a Command Post.

FIGURE 7.1-2 - COMMAND POST CHECKLIST

COMMAND POST CHECKLIST	INITIALS	DATE/TIME STARTED	DATE/TIME COMPLETED
Ensure adequate space for size of staff.			
Ensure 24-hour accessibility.			
Ensure personal hygiene facilities.			
Ensure suitability of existing communications resources (phone/fax/radio).			
Ensure suitability of private conference and briefing rooms.			
Identify Command Post security requirements, safe location.			
Notify other parties of Command Post location; provide maps/driving directions.			
Determine staging areas and incident base locations.			
Identify future need to move, upgrade facilities.			

Command Posts for this facility are located at "list location": Due to the nature of the facilities operated by Plains Pipeline, LP, it is not feasible to predetermine the exact location of the command post, as it would depend upon the specific circumstances surrounding the incident.

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7.1.5 Staging Area

According to the incident type and magnitude, numerous staging areas may be required to support containment and cleanup operations. The staging area should be located in the cold zone inside the delineated isolation perimeter.

In selecting a suitable staging area, the following criteria should be considered:

- Accessibility to impacted areas;
- Proximity to secure parking, airports, docks, pier, or boat launches; and
- Accessibility to large trucks and trailers which may be used to transfer equipment.

In addition, the staging area should:

- Be in a large open area in order to provide storage for equipment and not interfere with equipment loading and offloading operations.
- Have a dock/pier on site for deploying equipment.
- Have moorage available for vessels to aid the loading/offloading of personnel.

Staging areas for this facility are located at "list location":

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7.1.6 Communications Plan

Company owned communications equipment and quantities commonly used to address response communications are listed below:

- 4 Pairs of Hand-held 2-Way Radios, Unlicensed, public channels (FRS) - Midland, TX Response Trailer
- 3 Portable Satellite Telephones - Midland, TX Response Trailer
- 3 Portable Satellite Telephones - Wichita Falls, TX Response Trailer
- 3 Portable Satellite Telephones - El Paso, TX District Office

Additional communications equipment (satellite phones, VHF portable radios with chargers and accessories, command post with UHF, VHF, single sideband, marine, aeronautical, telephone, and hard-line capability) may be provided by the Company or leased from a communications company in the area. Communications with government agencies, state police, and contractors can be conducted on portable radios. Refer to **FIGURE 7.1-3** for guidelines to setup communications.

The Communications Plan, written at the time of an incident, will identify telephone numbers and radio frequencies used by responders. This may also involve activation of multiple types of communications equipment and coordination among multiple responding agencies and contractors.

FIGURE 7.1-3 - COMMUNICATIONS CHECKLIST

COMMUNICATIONS CHECKLIST	INITIALS	DATE/TIME STARTED	DATE/TIME COMPLETED
Develop a Communications Plan.			
Ensure adequate phone lines per staff element - contact local provider.			
Ensure adequate fax lines - contact local provider.			
Evaluate need for internet access.			
Ensure recharging stations for cellular phones.			
VHF radio communications: <ul style="list-style-type: none"> ● Establish frequencies. ● Assign call signs. ● Distribute radios. ● Establish communications schedule. 			
Ensure recharging stations for VHF radios.			
Determine need for VHF repeaters.			
Ensure copy machine available.			
Ensure communications resource accountability.			
Ensure responders have capability to communicate with aircraft.			

Note: Actions on this checklist may not be applicable or may be continuous activities.

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7.2 PUBLIC AFFAIRS

This section contains guidelines for dealing with the media during an emergency. The Incident Commander will play a key role in providing the initial public assessment and taking the first steps to provide the Company's public response. Information in this section includes:

- Guidelines for dealing with the media
- Incident Fact Sheet (**FIGURE 7.2-1**)

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7.2 PUBLIC AFFAIRS, CONTINUED

GUIDELINES FOR DEALING WITH THE MEDIA

- The Terminal or Regional Managers are the most logical person for reporters to seek out for information.
- Reporters will look elsewhere to find out what happened if you do not answer their questions; however, if you do not have this information or are not prepared to answer a particular question, say so then say when they can expect the answers to their questions (such as one hour).
- It is important to be courteous to all media representatives and to provide a safe place for them to wait until a Company representative can meet them; you may need to provide an initial statement.
- **IMPORTANT:** Notify Regional Management and/or Corporate Communications for guidance in addressing media inquires.

Provide

- A brief, general description of what happened.
- Number of injured or killed, if known.
- Steps being taken to handle the emergency.

Don't provide

- Names of deceased or seriously injured employees until the next of kin have been notified.
- Speculation about the cause of the emergency.
- Any statement implying personal or Company negligence.
- Cost estimates of damage.

Other considerations

- Safety considerations should always receive priority in determining access to Company property.
- Anticipate likely questions.
- There are only six questions that can be asked about any subject: who, what, when, where, why, and how.
- Keep answers short and understandable. Don't use industry jargon or acronyms.
- Answer only the question that is asked by the reporter.
- Give the most important facts first.
- Talk to the public's concern about the incident such as whether these were deaths, injuries, any threat to the public, or danger of explosion or fire.

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7.2 PUBLIC AFFAIRS, CONTINUED

Other considerations, continued:

- If you don't know the answer to a question, don't be afraid to say "I don't know"; make note of the question and tell the reporter that you will try to get the answer - then do it. Don't use the phrase "No Comment".
- Don't be defensive.
- There is no such thing as "Talking off the record"; assume that anything and everything you say to a reporter is going to be printed and/or used in the story.
- Avoid "What If?" or speculative questions; these questions should be answered with a restatement of the problem and what is being done to control it.
- Don't speculate about the cause of the incident.
- Don't minimize the situation.

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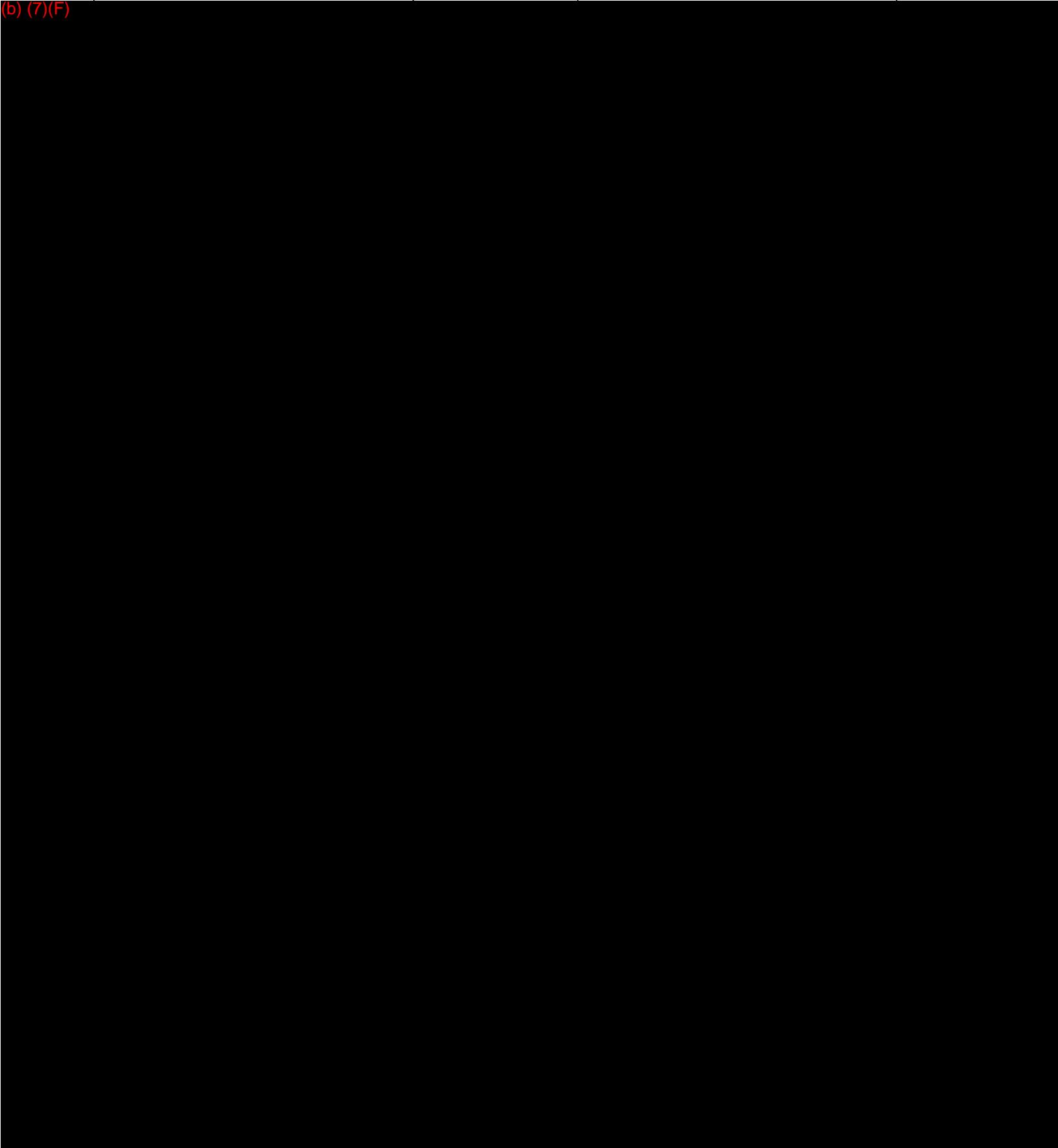
FIGURE 7.2-1 - INCIDENT FACT SHEET

What occurred:
When (time):
Where (location):
What are hazards:
How is the situation being handled:
How many people involved:
Confirmed injuries/fatalities:
Treatment location:
Name of injured (release only after next of kin are notified):
Name of fatalities (release only after next of kin are notified):
What agencies have been notified:
On scene? (yes/no):
Who is in charge:
Has outside help been requested:
Who:
On scene? (yes/no):
Is there danger to the plant:
Is there danger to the community:
What:
Is there an environmental hazard:
What is the environmental hazard:
What is being done to minimize environmental threat:
Is there a need for evacuation:

[Redacted]

[Redacted]

(b) (7)(F)



7.4 WASTE MANAGEMENT

Initial oil handling and disposal needs may be overlooked in the emergency phase of a response, which could result in delays and interruptions of cleanup operations. Initially, waste management concerns should address:

- Equipment capacity,
- Periodic recovery of contained oil, and
- Adequate supply of temporary storage capacity and materials.

The following action items should be conducted during a spill response:

- Development of a Site Safety and Health Plan (**SECTION 5.4**) addressing the proper PPE and waste handling procedures.
- Development of a Disposal Plan (**SECTION 5.6**) in accordance with any federal, state, and/or local regulations.
- Continuous tracking of oil disposition in order to better estimate amount of waste that could be generated over the short and long-term.
- Organization of waste collection, segregation, storage, transportation, and proper disposal.
- Minimization of risk of any additional pollution.
- Regulatory review of applicable Federal, State, and Local laws and ensure compliance, and, if appropriate, obtain permits.
- Documentation of all waste handling and disposal activities.
- Disposal of all waste in a safe and approved manner.

Good hazardous waste management includes:

- Reusing materials when possible.
- Recycling or reclaiming waste.
- Treating waste to reduce hazards or reducing amount of waste generated.

7.4 WASTE MANAGEMENT, CONTINUED

- The management of the wastes generated in cleanup and recovery activities must be conducted with the overall objective of ensuring:
 - Worker safety,
 - Waste minimization,
 - Cost effectiveness, and
 - Minimization of environmental impacts.
- Proper disposal.
- Minimization of present and future environmental liability.

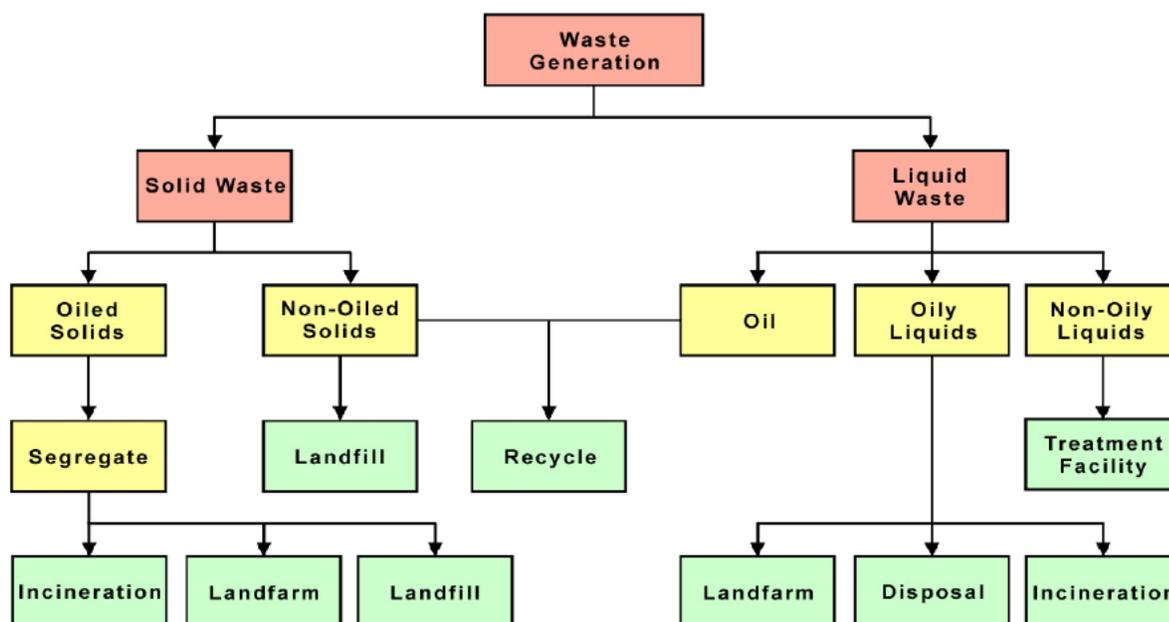
Solid wastes, such as sorbents, PPE, debris, and equipment will typically be transported from the collection site to a designated facility for:

- Storage
- Waste segregation
- Packaging
- Transportation

Once this process is complete, the waste will be shipped off-site to an approved facility for required disposal.

A general flow chart for waste management guidelines is provided in **FIGURE 7.4-1**. An overall checklist for containment and disposal is provided in **FIGURE 7.4-2**.

FIGURE 7.4-1 - WASTE MANAGEMENT FLOW CHART



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FIGURE 7.4-2 - GENERAL WASTE CONTAINMENT AND DISPOSAL CHECKLIST

CONSIDERATION	YES/NO/NA
Is the material being recovered a waste or reusable product?	
Has all recovered waste been containerized and secured so there is no potential for further leakage while the material is being stored?	
Has each of the discrete waste streams been identified?	
Has a representative sample of each waste stream been collected?	
Has the sample been sent to an approved laboratory for the appropriate analysis, (i.e. hazardous waste determination)?	
Has the appropriate waste classification and waste code number(s) for the individual waste streams been received?	
Has a temporary EPA identification number and generator number(s) been received, if they are not already registered with EPA?	
Have the services of a registered hazardous waste transporter been contracted, if waste is hazardous?	
If the waste is nonhazardous, is the transporter registered?	
Is the waste being taken to an approved disposal site?	
Is the waste hazardous or Class I nonhazardous?	
If the waste is hazardous or Class I nonhazardous, is a manifest being used?	
Is the manifest properly completed?	
Are all federal, state, and local laws/regulations being followed?	
Are all necessary permits being obtained?	
Has a Disposal Plan been submitted for approval/review?	
Has PPE and waste-handling procedures been included in the Site Safety and Health Plan to protect the health and safety of waste handling personnel?	

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7.4.1 Waste Storage

During an oil spill, the volume of oil that can be recovered depends on the storage capacity available. Typical short-term (temporary) storage methods are provided in **FIGURE 7.4-3**. If storage containers such as bags or drums are used, the container should be clearly marked and/or color-coded to indicate the type of material or waste contained and/or the ultimate disposal option.

Use of any site for storage is dependent on the approval of local authorities. The following elements affect the choice of a potential storage site:

- Geology
- Soil
- Surface water
- Covered materials
- Climatic factor
- Toxic air emissions
- Access
- Ground water
- Flooding
- Slope
- Capacity
- Land use
- Security
- Public contact

FIGURE 7.4-3 - TEMPORARY STORAGE METHODS

CONTAINMENT	PRODUCT						CAPACITY
	OIL	OIL/WATER	OIL/SOIL	OIL/DEBRIS (Small)	OIL/DEBRIS (Medium)	OIL/DEBRIS (Large)	
Drums	X	X	X				0.2-0.5 yd ³
Bags		X	X	X			1.0-2.0 yd ³
Boxes		X	X	X			1-5 yd ³
Open top rolloff	X	X	X	X	X	X	8-40 yd ³
Roll top rolloff	X	X	X	X	X	X	15-25 yd ³
Vacuum box	X	X					15-25 yd ³
Frac tank	X	X					500-20,000 gal
Poly tank	X	X					200-4,000 gal
Vacuum truck	X	X	X				2,000-5,000 gal
Tank trailer	X	X					2,000-4,000 gal
Barge	X	X					3,000+ gal
Berm, 4 ft		X	X	X	X	X	1 yd ³
Bladders	X	X					25-1,500 gal

7.4.2 Waste Transfer

In most oil spill response operations, it would be necessary to transfer recovered oil and oil debris from one point to another several times before the oil and oily debris are ultimately disposed of at a state approved disposal site. Depending on the location of response operations, any or all of the following transfer operations may occur:

- Directly into the storage tank of a vacuum device.
- Directly in to impermeable bags that, in turn, are placed in impermeable containers.
- From a vacuum device storage tank to a truck.
- From containers to trucks.
- From trucks to lined pits.
- From lined pits to incinerators and/or landfills.
- From a tank truck to a processing system (i.e., oil/water separator).
- From a processing system to a recovery system and/or incinerator.
- From a skimming vessel or flexible bladder to a barge.
- From a barge to a tank truck.
- Directly into the storage tank on a dredge.
- From portable or vessel mounted skimmers into flexible bladder tanks, the storage tanks of the skimming vessel itself, or a barge.

There are four general classes of transfer systems that could be employed to effect oily waste transfer operations. The following is a brief description of the four transfer systems:

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.

7.4.2 Waste Transfer, Continued

Vacuum Systems

Vacuum systems, such as air conveyors, vacuum trucks and portable vacuum units, may be used to transfer viscous oils and debris but they usually pick up a very high water/oil ratio.

Belt / Screw Conveyors

Conveyor 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 but are bulky and difficult to operate.

Wheeled Vehicles

Wheeled vehicles may be used to transfer liquid waste of oily debris to storage or disposal sites. These vehicles are readily available but have a limited rate (i.e., 100 bbls) and require good site access.

7.4.3 Waste Disposal

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 techniques are employed.

The following is a brief description of some disposal techniques available for recovered oil and oily debris.

Recycling

Recycling involves processing discarded materials for another use.

Incineration

This technique entails the destruction of the recovered oil by high temperature thermal oxidation reactions. 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.

In-Situ Burning / Open Burning

Burning techniques entail igniting oil or oiled debris allowing it to burn under ambient conditions. These disposal techniques are subject to restrictions and permit requirements established by federal, state, and local laws. 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 would be 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 a approved landfill in accordance with regulatory procedures. Landfill disposal of free liquids is prohibited by federal law in the United States.

SECTION 8 DEMOBILIZATION / POST-INCIDENT REVIEW

Last Revised: May 2008

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8.1 Terminating the Response

8.2 Demobilization

Figure 8.2-1 - Demobilization Checklist

8.3 Post-Incident Review

Figure 8.3-1 - Standard Incident Debriefing Form

8.3.1 Final Spill Cleanup Report

8.1 TERMINATING THE RESPONSE

- A team of federal, state, and Company personnel must certify that each area is clean before halting cleanup operations.
- Demobilize equipment and personnel at the first opportunity in order to reduce cost.
- Consider which resources should be demobilized first; for example, berthing expenses can be saved by demobilizing out-of-area contractors before local ones.
- Equipment may need both maintenance and decontamination before being demobilized.
- All facilities (staging area, Command Post, etc.) should be returned to their pre-spill condition before terminating operations.
- Determine what documentation should be maintained, where, and for how long.
- Contract personnel may be more susceptible to "suffering" injuries as they approach termination.
- Some activities will continue after the cleanup ends; examples include incident debriefing, bioremediation, NRDA studies, claims, and legal actions.
- Consider expressing gratitude to the community, police department, fire department, and emergency crews for their work during the response.

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8.2 DEMOBILIZATION

The Company can reduce costs considerably by developing a Demobilization Plan (**SECTION 5.8**). Therefore, emphasis must be placed on establishing efficient demobilization procedures. A Demobilization Checklist is provided in **FIGURE 8.2-1**.

FIGURE 8.2-1 - DEMOBILIZATION CHECKLIST

DEMOBILIZATION CHECKLIST	INITIALS	DATE/TIME STARTED	DATE/TIME COMPLETED
Assign personnel to identify surplus resources and probable release times.			
Establish demobilization priorities.			
Develop decontamination procedures.			
Initiate equipment repair and maintenance.			
Develop a Disposal Plan.			
Identify shipping needs.			
Identify personnel travel needs.			
Develop impact assessment and statements.			
Obtain concurrence of Planning and Operations Group Leaders before release of personnel or equipment.			

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8.3 POST-INCIDENT REVIEW

All Facility personnel involved in the incident shall be debriefed (by the Company) within two weeks after termination of operations. A Standard Incident Debriefing Form is provided in **FIGURE 8.3-1**. The primary purpose of the post-incident review is to identify actual or potential deficiencies in the Plan and determine the changes required to correct the deficiencies. The post-incident review also is intended to identify which response procedures, equipment, and techniques were effective and which were not and the reason(s) why. This type of information is very helpful in the development of a functional Plan by eliminating or modifying those response procedures that are less effective and emphasizing those that are highly effective. This process should also be used for evaluating training drills or exercises. Key agency personnel that were involved in the response will be invited to attend the post-incident review.

Debriefs with the Washington Department of Ecology and other participating agencies and organizations may be appropriate if unified command has been established during a spill and are required when significant Plan updates are identified or significant lessons can be recorded and implemented.

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FIGURE 8.3-1 - STANDARD INCIDENT DEBRIEFING FORM

Name of incident:
Date:
PERSONNEL DEBRIEFED
Name:
Normal duty:
Summary of duties performed during incident (list date, time, and location):
Positive aspects of the response:
Aspects of the response which could be improved:
Name:
Title:
Signature:

8.3.1 Final Spill Cleanup Report

A final, comprehensive report shall be prepared by the Incident Commander or designee and forwarded to the Administrator within 90 days after completion of spill cleanup activities for internal use. It should be written in the narrative form and include the information listed below (as appropriate):

- Name, address, and telephone number of the owner or operator.
- Name, address, and telephone number of the Facility.
- Time, location, and date of discharge.
- Type of material discharged.
- Quantity discharged (indicate volume, color, length and width of slick, and rate of release, if continuous).
- Source of spill (tank, flowline, etc.) in which the oil was originally contained, path of discharge, and impact area.
- Detailed description of what actually caused the discharge and actions taken to control or stop the discharge.
- Estimated quantity and disposition of recovered material that resulted from the incident.
- Description of actual or potential hazards to human health or the environment.
- Steps taken to clean up the spilled oil along with dates and times steps were taken.
- The equipment used to remove the spilled oil, dates, and number of hours equipment was used.
- The number of persons employed in the removal of oil from each location, including their identity, employer, and the number of hours worked at that location.
- The extent of injuries, if any.
- Actions by the Company or contractors to mitigate damage to the environment.
- Measures taken by the Company or contractors to prevent future spills.
- The federal and state agencies to which the Company or contractors reported the discharge; show the agency, its location, the date and time of notification, and the official contacted.
- Description of the effectiveness of equipment and cleanup techniques and recommendations for improvement.
- The names, addresses, and titles of people who played a major role in responding to the event.
- A section identifying problems and deficiencies noted during the response event; a follow-up section should include recommended procedure modifications to make a future response more effective and efficient.

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8.3.1 Final Spill Cleanup Report, Continued

- All other relative information.
- A final signature as follows:

The above information is true to the best of my knowledge and belief:

Name:
Title:
Signature:
Date:

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A. TRAINING / EXERCISES**B. CONTRACTOR RESPONSE EQUIPMENT****C. TANK TABLES, COMPANY FORMS, PLOT PLANS****D. HAZARD EVALUATION AND RISK ANALYSIS****E. CROSS-REFERENCES****F. ACRONYMS AND DEFINITIONS****G. ADDITIONAL INFORMATION****APPENDICES**

APPENDIX A TRAINING / EXERCISES

Last Revised: May 2008

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A.1 Exercise Requirements and Schedules

Figure A.1-1 - PREP Response Plan Core Components

Figure A.1-2 - Exercise Requirements

Figure A.1-3 - Spill / Exercise Documentation Form

**Figure A.1-4 - EPA Required Response Equipment Testing and
Deployment Drill Log**

Figure A.1-5 - Qualified Individual Notification Drill Log

**Figure A.1-6 - Emergency Management Team Tabletop Exercise
Log**

A.2 Training Program

Figure A.2-1 - Training Requirements

Figure A.2-2 - PREP Training Program Matrix

Figure A.2-3 - Personnel Response Training Log

A.1 EXERCISE REQUIREMENTS AND SCHEDULES

- The Company participates in the National Preparedness for Response Exercise Program (PREP).
- During each triennial cycle, all components of the Plan (**FIGURE A.1-1**) must be exercised at least once.
- The Environmental Regulator and Compliance (ERC) Directors or designee, is responsible for the following aspects:
 - Scheduling,
 - Maintaining records,
 - Implementing,
 - Evaluation of the Company's training and exercise program, and
 - Post-drill evaluation improvements.
- **FIGURE A.1-2** provides descriptions of exercise requirements, **FIGURE A.1-3** provides a Spill/Exercise Documentation form or a corresponding Company form may be used, and **FIGURE A.1-4** provides a log for response equipment testing and deployment drill.

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FIGURE A.1-1 - PREP RESPONSE PLAN CORE COMPONENTS

CORE COMPONENTS	DESCRIPTION
1. Notifications	Test the notifications procedures identified in the Area Contingency Plan (ACP) and the Spill Response Plan.
2. Staff mobilization	Demonstrate the ability to assemble the spill response organization identified in the ACP and the Spill Response Plan.
3. Ability to operate within the response management system described in the Plan: <ul style="list-style-type: none"> ● Unified Command ● Response management system 	<p>Demonstrate the ability of the spill response organization to work within a unified command.</p> <p>Demonstrate the ability of the response organization to operate within the framework of the response management system identified in their respective plans.</p>
4. Source control	Demonstrate the ability of the spill response organization to control and stop the discharge at the source.
5. Assessment	Demonstrate the ability of the spill response organization to provide 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.
8. Protection	Demonstrate the ability of the spill response organization to protect the environmentally and economically sensitive areas identified in the ACP and the respective industry response plan.
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 throughout the scope of the Plan for the spill response organization.
11. Transportation	Demonstrate the ability to establish effective multi-mode transportation both for execution of the discharge and support functions.
12. Personnel support	Demonstrate the ability to provide the necessary logistical support of all personnel associated with response.
13. Equipment maintenance and support	Demonstrate the ability to maintain and support all equipment associated with the response.
14. Procurement	Demonstrate the ability to establish an effective procurement system.
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.

FIGURE A.1-2 - EXERCISE REQUIREMENTS

EXERCISE TYPE	EXERCISE CHARACTERISTICS
Facility/QI notification	<ul style="list-style-type: none"> ● Conducted quarterly. ● The facility initiates mock spill notification to QI. ● The Qualified Individual documents time/date of notification, name, and phone number of individual contacted. ● Document in accordance with form in FIGURE A.1-3.
Equipment deployment	<ul style="list-style-type: none"> ● Conducted semiannually. ● Response contractors listed in the plan must participate in annual deployment exercise. ● An exercise where response equipment is deployed to a specific site and operated in its normal operating medium. ● Document in accordance with form in FIGURE A.1-3.
EMT tabletop	<ul style="list-style-type: none"> ● Conducted annually. ● Tests EMT's response activities/responsibilities. ● Documents Plan's effectiveness. ● Must exercise worst case discharge scenario once every three years. ● Must test all Plan components at least once every three years ● Document in accordance with form in FIGURE A.1-3.
Unannounced	<ul style="list-style-type: none"> ● Company will either participate in unannounced tabletop exercise or equipment deployment exercise on an annual basis, if selected. ● Company may take credit for participation in government-initiated unannounced drill in lieu of drill required by PREP guidelines. ● Plan holders who have participated in 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.
Area	<ul style="list-style-type: none"> ● An industry plan holder that participates in an Area Exercise would not be required to participate in another Area Exercise for a minimum of six years.
OTHER EXERCISE CONSIDERATIONS	
Drill program evaluation procedures	<ul style="list-style-type: none"> ● Company conducts post-exercise meetings to discuss positive items, areas for improvement, and to develop action item checklist to be implemented later.
Records of drills	<ul style="list-style-type: none"> ● Company will maintain exercise records for five years following completion of each exercise. ● Records will be maintained in the Training/Exercise tool in the electronic interface. ● Company will verify appropriate records are kept for each spill response contractor listed in Plan as required by PREP guidelines (annual equipment deployment drill, triennial unannounced drill, etc.).

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FIGURE A.1-3 - SPILL / EXERCISE DOCUMENTATION FORM

Retain this form for a minimum of five years (Other versions of this form may be used).

1. Date(s) performed:		
2. <input type="checkbox"/> Exercise <input type="checkbox"/> Actual spill		
If exercise:		
<input type="checkbox"/> Announced <input type="checkbox"/> Unannounced <input type="checkbox"/> Deployment <input type="checkbox"/> Notification <input type="checkbox"/> Tabletop		
If exercise, frequency:		
<input type="checkbox"/> Quarter <input type="checkbox"/> 1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/> 4th <input type="checkbox"/> Annual		
3. Location of exercise/spill:		
4. Time started:		
5. Description of scenario or spill including volume and content (crude oil, condensate, etc.):		
6. Describe how the following objectives were exercised:		
Team's knowledge of the Oil Spill Response Plan:		
	Yes	No
Was briefing meeting conducted:	<input type="checkbox"/>	<input type="checkbox"/>
Established field Command Post:	<input type="checkbox"/>	<input type="checkbox"/>
Confirmed source was stopped:	<input type="checkbox"/>	<input type="checkbox"/>
Developed Site Safety and Health Plan:	<input type="checkbox"/>	<input type="checkbox"/>
Prepared ICS 201:	<input type="checkbox"/>	<input type="checkbox"/>
Established work zones and perimeter security:	<input type="checkbox"/>	<input type="checkbox"/>
Developed short range tactical plan:	<input type="checkbox"/>	<input type="checkbox"/>
Developed long range tactical plan:	<input type="checkbox"/>	<input type="checkbox"/>
Proper Notifications:		
Qualified Individual (or designee):	<input type="checkbox"/>	<input type="checkbox"/>
Terminal Manager:	<input type="checkbox"/>	<input type="checkbox"/>
Release/Spill Report Form completed:	<input type="checkbox"/>	<input type="checkbox"/>
Notification to agencies completed (attach log):	<input type="checkbox"/>	<input type="checkbox"/>
Transportation/Communication System:		
Established primary/secondary communication system:	<input type="checkbox"/>	<input type="checkbox"/>
Primary: <input type="checkbox"/> cellular phone <input type="checkbox"/> two way radio <input type="checkbox"/> land telephone line		
Secondary: <input type="checkbox"/> cellular phone <input type="checkbox"/> two way radio <input type="checkbox"/> land telephone line		
<input type="checkbox"/> Other		

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FIGURE A.1-3 - SPILL / EXERCISE DOCUMENTATION FORM, CONTINUED

Transportation/Communication System, Continued:		
	Yes	No
Motor vessel deployed:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Provider name:		
Helicopter/Sea plane deployed:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Call sign:		
Describe function (i.e., transportation, surveillance, dispersant application):		
Ability to access contracted Oil Spill Removal Organizations (OSROs):		
Who contacted - (name of individual and OSRO):		
When contacted:		
Response time projection for deployment:		
Type and amount of containment used:		
Spill material recovered:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Spilled material disposed:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Where?		
Ability to coordinate spill response with on-scene coordinator, state, and applicable agencies:		
Was regulatory on-scene coordinator(s) contacted:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
List person and agency represented:		
Ability to access sensitive site and resource information in the Area Contingency Plan (ACP):		
Was pre-impact assessment conducted:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Were pre-impact samples taken:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Were pre-impact photographs taken:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Were NRDA specialists mobilized:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Were deficiencies identified:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, changes implemented:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
If no, why were changes not implemented:		
LESSONS LEARNED	PERSON RESPONSIBLE FOR FOLLOW-UP OF CORRECTIVE MEASURES	
	Name:	
	Position:	

Certifying Signature: _____

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**FIGURE A.1-4 - EPA REQUIRED RESPONSE EQUIPMENT TESTING
AND DEPLOYMENT DRILL LOG**

(Other versions of this form may be used.)

Item:	Date of Last Update:
ACTIVITY	INFORMATION
Last inspection or response equipment test date	
Inspection frequency	
Last deployment drill date	
Deployment frequency	
OSRO Certification* (if applicable)	

Item:	Date of Last Update:
ACTIVITY	INFORMATION
Last inspection or response equipment test date	
Inspection frequency	
Last deployment drill date	
Deployment frequency	
OSRO Certification* (if applicable)	

Item:	Date of Last Update:
ACTIVITY	INFORMATION
Last inspection or response equipment test date	
Inspection frequency	
Last deployment drill date	
Deployment frequency	
OSRO Certification* (if applicable)	

Item:	Date of Last Update:
ACTIVITY	INFORMATION
Last inspection or response equipment test date	
Inspection frequency	
Last deployment drill date	
Deployment frequency	
OSRO Certification* (if applicable)	

***Note:** The Company will rely on the contracted OSRO's to maintain their equipment per their USCG Certification requirements.

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FIGURE A.1-5 - QUALIFIED INDIVIDUAL NOTIFICATION DRILL LOG

(Other versions of this form may be used)

Company:	Date:
ACTIVITY	INFORMATION
Qualified Individual(s) Contacted	
Evaluation	
Changes to be Implemented	
Time Table for Implementation	

Company:	Date:
ACTIVITY	INFORMATION
Qualified Individual(s) Contacted	
Evaluation	
Changes to be Implemented	
Time Table for Implementation	

Company:	Date:
ACTIVITY	INFORMATION
Qualified Individual(s) Contacted	
Evaluation	
Changes to be Implemented	
Time Table for Implementation	

Company:	Date:
ACTIVITY	INFORMATION
Qualified Individual(s) Contacted	
Evaluation	
Changes to be Implemented	
Time Table for Implementation	

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FIGURE A.1-6 - EMERGENCY MANAGEMENT TEAM TABLETOP EXERCISE LOG

(Other versions of this form may be used)

Company:	Date:
ACTIVITY	INFORMATION
Emergency Scenario	
Evaluation	
Changes to be Implemented	
Time Table for Implementation	

Company:	Date:
ACTIVITY	INFORMATION
Emergency Scenario	
Evaluation	
Changes to be Implemented	
Time Table for Implementation	

Company:	Date:
ACTIVITY	INFORMATION
Emergency Scenario	
Evaluation	
Changes to be Implemented	
Time Table for Implementation	

Company:	Date:
ACTIVITY	INFORMATION
Emergency Scenario	
Evaluation	
Changes to be Implemented	
Time Table for Implementation	

A.2 TRAINING PROGRAM

FIGURE A.2-1 provides training requirements for spill responders. **FIGURE A.2-2** provides the program matrix. **FIGURE A.2-3** provides a personnel response training log.

FIGURE A.2-1 - TRAINING REQUIREMENTS

TRAINING TYPE	TRAINING CHARACTERISTICS
Training in use of spill response plan	<ul style="list-style-type: none"> ● All field personnel will be trained to properly report/monitor spills. ● Plan will be reviewed annually with employees. ● The Personnel Response Training Log is located in FIGURE A.2-3.
OSHA training requirements	<ul style="list-style-type: none"> ● All Company responders designated in Plan must have 24 hours of initial spill response training. ● Laborers having potential for minimal exposure must have 24 hours of initial oil spill response instruction and eight hours of actual field experience. ● Responders having potential exposure to hazardous substances at levels exceeding permissible exposure limits must have 40 hours of initial training offsite and 24 hours of actual field experience. ● On-site management/supervisors required to receive same training as equipment operators/general laborers plus eight hours of specialized hazardous waste management training. ● Managers/employees require eight hours of annual refresher training.
Spill management team personnel training	<ul style="list-style-type: none"> ● See recommended PREP Training Matrix (FIGURE A.2-2).
Training for casual laborers or volunteers	<ul style="list-style-type: none"> ● Company will not use casual laborers/volunteers for operations requiring HAZWOPER training.
Wildlife	<ul style="list-style-type: none"> ● Only trained personnel approved by USFWS and appropriate state agency will be used to treat oiled wildlife.
Training documentation and record maintenance	<ul style="list-style-type: none"> ● Training activity records will be retained for five years for all personnel following completion of training. ● Company will retain training records indefinitely for individuals assigned specific duties in the Plan. ● Training records will be maintained at the Corporate Headquarters.

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FIGURE A.2-2 - PREP TRAINING PROGRAM MATRIX

TRAINING ELEMENT	QUALIFIED INDIVIDUAL (QI)	EMERGENCY MANAGEMENT TEAM (EMT)	FACILITY PERSONNEL
Captain of the Port (COTP) Zones or Environmental Protection Agency (EPA) Regions in which the facility is located	X	X	X
Notification procedures and requirements for facility owners or operators, internal response organizations, federal and state agencies, and contracted oil spill removal organizations (OSROs) and the information required for those organizations	X	X	X
Communication system used for the notifications	X	X	X
Information on the products stored, used, or transferred by the facility, including familiarity with the material safety data sheets (MSDS), special handling procedures, health and safety hazards, spill and fire fighting procedures	X	X	X
Procedures the facility personnel may use to mitigate or prevent any discharge or a substantial threat of a discharge of oil resulting from facility operational activities associated with internal or external cargo transfers, storage, or use	X		
Facility personnel responsibilities and procedures for use of facility equipment which may be available to mitigate or prevent an oil discharge	X	X	X
Operational capabilities of the contracted OSROs to respond small, medium, and large discharges	X	X	X
Responsibilities and authority of the Qualified Individual (QI) as described in the Spill Response Plan and Company response organization	X	X	X
The organization structure that will be used to manage the response actions including: <ul style="list-style-type: none"> ● Command and control ● Public information ● Safety ● Liaison with government agencies ● Spill response operations ● Planning ● Logistics support ● Finance 	X	X	X
The responsibilities and duties of each Emergency Management Team (EMT) within the organization structure	X	X	
The drill and exercise program to meet federal and state regulations as required under Oil Pollution Act of 1990 (OPA 90)	X	X	X
The role of the QI in the post discharge review of the Plan to evaluate and validate its effectiveness	X		
The Area Contingency Plan (ACP) for the area in which the facility is located	X	X	X
The National Contingency Plan (NCP)	X	X	X
Roles and responsibilities of federal and state agencies	X	X	X

in pollution response

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FIGURE A.2-2 - PREP TRAINING PROGRAM MATRIX, CONTINUED

TRAINING ELEMENT	QUALIFIED INDIVIDUAL (QI)	EMERGENCY MANAGEMENT TEAM (EMT)	FACILITY PERSONNEL
Available response resources identified in the Plan	X	X	
Contracting and ordering procedures to acquire OSRO resources identified in the Plan	X	X	
OSHA requirements for worker health and safety (29 CFR 1910.120)	X	X	X
Incident Command System/Unified Command System	X	X	
Public affairs	X	X	
Crisis management	X	X	
Procedures for obtaining approval for dispersant use or in-situ burning of the spill	X		
Oil spill trajectory analyses	X		
Sensitive biological areas	X	X	
This training procedure as described in the Plan for members of the EMT		X	
Procedures for the post discharge review of the plan to evaluate and validate its effectiveness		X	
Basic information on spill operations and oil spill cleanup technology including: <ul style="list-style-type: none"> ● Oil containment ● Oil recovery methods and devices ● Equipment limitations and uses ● Shoreline cleanup and protection ● Spill trajectory analysis ● Use of dispersants, in-situ burning, bioremediation ● Waste storage and disposal considerations 		X	
Hazard recognition and evaluation		X	
Site safety and security procedures		X	
Personnel management, as applicable to designated job responsibilities		X	
Procedures for directing the deployment and use of spill response equipment, as applicable to designated job responsibilities		X	X
Specific procedures to shut down effected operations			X
Procedures to follow in the event of discharge, potential discharge, or emergency involving the following equipment or scenarios: <ul style="list-style-type: none"> ● Tank overfill ● Tank rupture ● Piping or pipeline rupture ● Piping or pipeline leak, both under pressure or not under pressure, if applicable ● Explosion or fire ● Equipment failure ● Failure of secondary containment system 			X
QI's name and how to contact him or her			X

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FIGURE A.2-3 - PERSONNEL RESPONSE TRAINING LOG

Training records are maintained at the terminal office (Other versions of this form may be used).

NAME	RESPONSE TRAINING/DATE AND NUMBER OF HOURS	PREVENTION TRAINING/DATE AND NUMBER OF HOURS
-------------	---	---

*Qualified Individual

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APPENDIX B CONTRACTOR RESPONSE EQUIPMENT

Last Revised: May 2008

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B.1 Cooperatives and Contractors

B.1.1 OSRO Classification

Figure B.1-1 - Evidence of Contracts and Equipment Lists

PMS Form 2788



B.1 COOPERATIVES AND CONTRACTORS

The Company has contracted with additional Oil Spill Removal Organizations (OSROs) to provide personnel and equipment in the event of a spill. The classification, response capabilities, and equipment are described below.

B.1.1 OSRO Classification

The OSRO classification process was developed by the U.S. Coast Guard (USCG) to provide guidelines to enable USCG and plan preparers to evaluate an OSRO's potential to respond to oil spills. Plan holders that utilize USCG classified OSRO services are not required to list response resources in their plans.

The following is a listing of the USCG classified OSROs that may respond to incidents for areas listed in this Plan. For a detailed listing of USCG classified OSROs and other contractors by terminal, refer to **FIGURE 3.1-5** and **FIGURE 7.1-1**.

COMPANY / CONTRACTOR / TERM	APPLICABLE COTP ZONE (S)	USCG CLASSIFICATIONS	RESPONSE TIME																																																																								
Garner Environmental Services a Petro-Clean Dispersant Distributor 1717 W. 13th St., Deer Park TX 77536 Term of contract: To	Houston-Galveston	<table border="1"> <thead> <tr> <th></th> <th colspan="4">Facilities</th> <th colspan="4">Vessels</th> </tr> <tr> <th></th> <th>MM</th> <th>W1</th> <th>W2</th> <th>W3</th> <th>MM</th> <th>W1</th> <th>W2</th> <th>W3</th> </tr> </thead> <tbody> <tr> <td>River/Canal</td> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Inland</td> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Open Ocean</td> <td></td> <td></td> <td>✓</td> <td>✓</td> <td></td> <td></td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Offshore</td> <td></td> <td></td> <td>✓</td> <td>✓</td> <td></td> <td></td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Nearshore</td> <td></td> <td></td> <td>✓</td> <td>✓</td> <td></td> <td></td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Great Lakes</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Facilities				Vessels					MM	W1	W2	W3	MM	W1	W2	W3	River/Canal	✓	✓	✓	✓	✓	✓	✓	✓	Inland	✓	✓	✓	✓	✓	✓	✓	✓	Open Ocean			✓	✓			✓	✓	Offshore			✓	✓			✓	✓	Nearshore			✓	✓			✓	✓	Great Lakes									6 hours
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Inland	✓	✓	✓	✓	✓	✓	✓	✓																																																																			
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Nearshore			✓	✓			✓	✓																																																																			
Great Lakes																																																																											
Eagle Construction and Environmental Services, L. P. P. O. Box 872 Eastland TX 76448 Term of contract: To	Houston-Galveston	<table border="1"> <thead> <tr> <th></th> <th colspan="4">Facilities</th> <th colspan="4">Vessels</th> </tr> <tr> <th></th> <th>MM</th> <th>W1</th> <th>W2</th> <th>W3</th> <th>MM</th> <th>W1</th> <th>W2</th> <th>W3</th> </tr> </thead> <tbody> <tr> <td>River/Canal</td> <td></td> <td></td> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Inland</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Open Ocean</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Offshore</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Nearshore</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Great Lakes</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Facilities				Vessels					MM	W1	W2	W3	MM	W1	W2	W3	River/Canal			✓	✓	✓	✓	✓	✓	Inland									Open Ocean									Offshore									Nearshore									Great Lakes									6 hours
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Open Ocean			✓	✓	✓	✓	✓	✓																																																																			
Offshore			✓	✓	✓	✓	✓	✓																																																																			
Nearshore			✓	✓	✓	✓	✓	✓																																																																			
Great Lakes																																																																											

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The following contractors are retained by the Company, but are not USCG classified OSROs within this Area:

- Talon LPE
921 N. Bevins St.
Amarillo, TX
79107
Response Time: 6 hours
Term of contract:
To

FIGURE 7.1-1 provides both OSRO and non-OSRO summarized equipment lists and response times.

FIGURE B.1-1 provides evidence of contracts with OSROs and equipment lists for contractors without USCG classification.

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FIGURE B.1-1 - EVIDENCE OF CONTRACTS AND EQUIPMENT LISTS**(Only print one copy of each company's contract)**

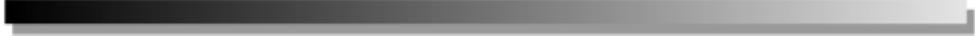
- **Eagle Construction and Environmental Services, L. P. , Eastland,TX**
- **Garner Environmental Services a Petro-Clean Dispersant Distributor , Deer Park,TX**
- **National Response Corporation, Spring,TX**
- Talon LPE, Amarillo, TX

APPENDIX C

HAZARD EVALUATION AND RISK ANALYSIS

Last revised: May 2008

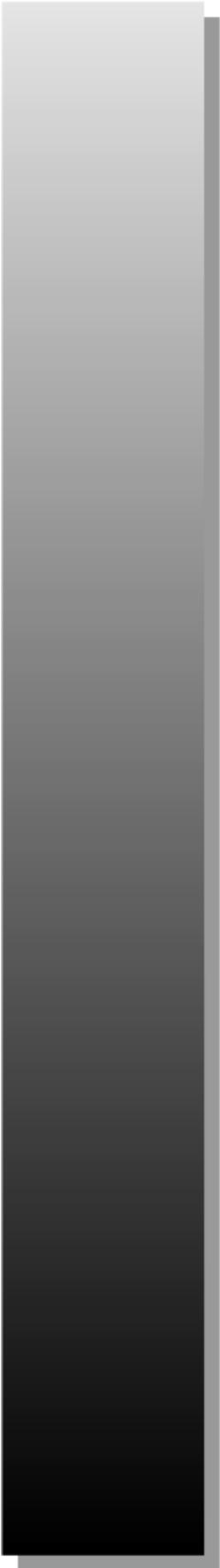
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- C.1 Spill Detection**
- C.2 Worst Case Discharge (WCD) Scenario**
- C.3 Planning Volume Calculations**
- C.4 Spill Volume Calculations**
- C.5 Pipeline - Abnormal Conditions**
- C.6 Product Characteristics and Hazards**

Figure C.6-1- Summary of Commodity Characteristics

PHMSA 00002793



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C.1 SPILL DETECTION

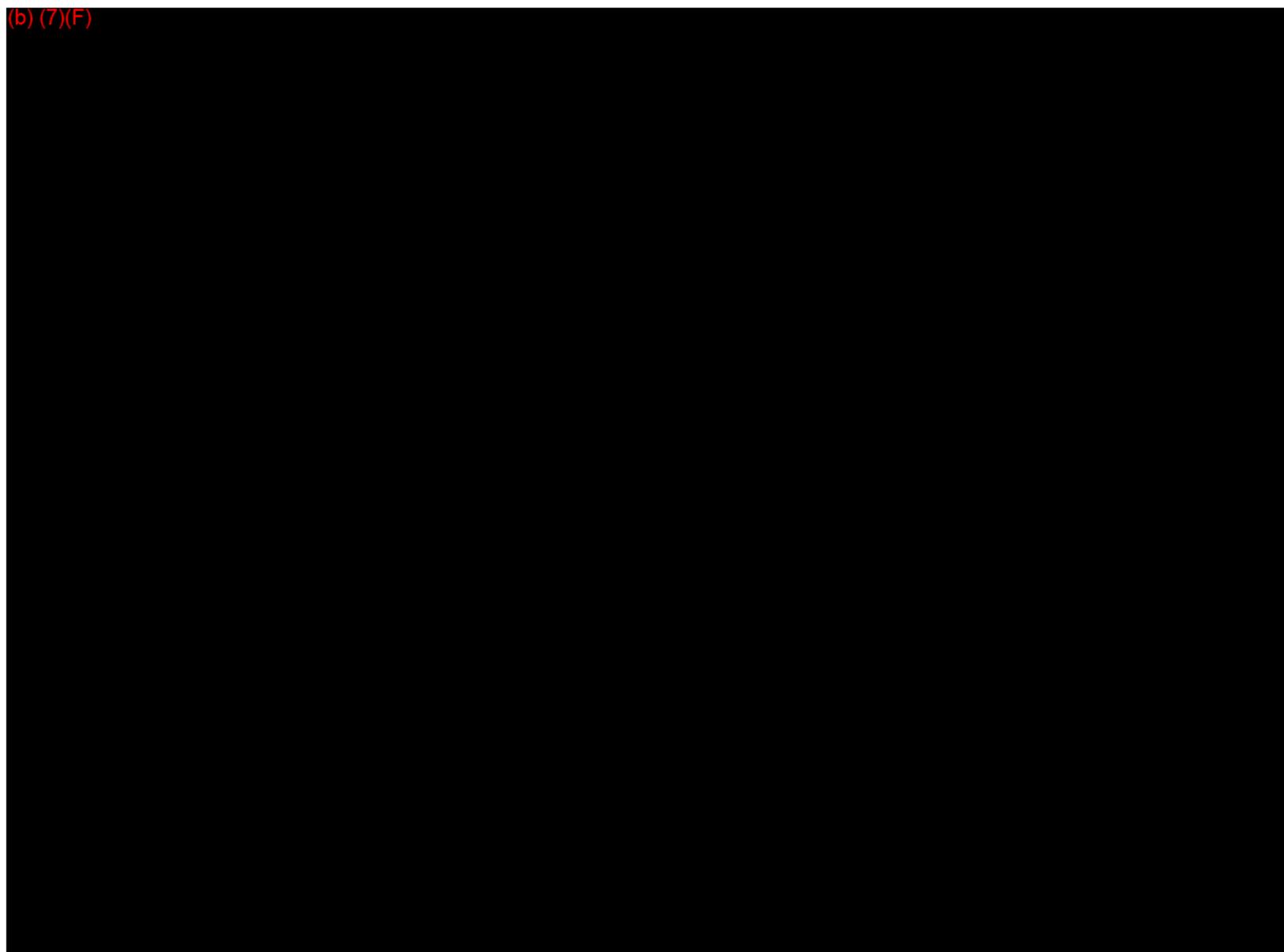
Detection

Detection of a discharge from the Company system may occur in a number of ways including:

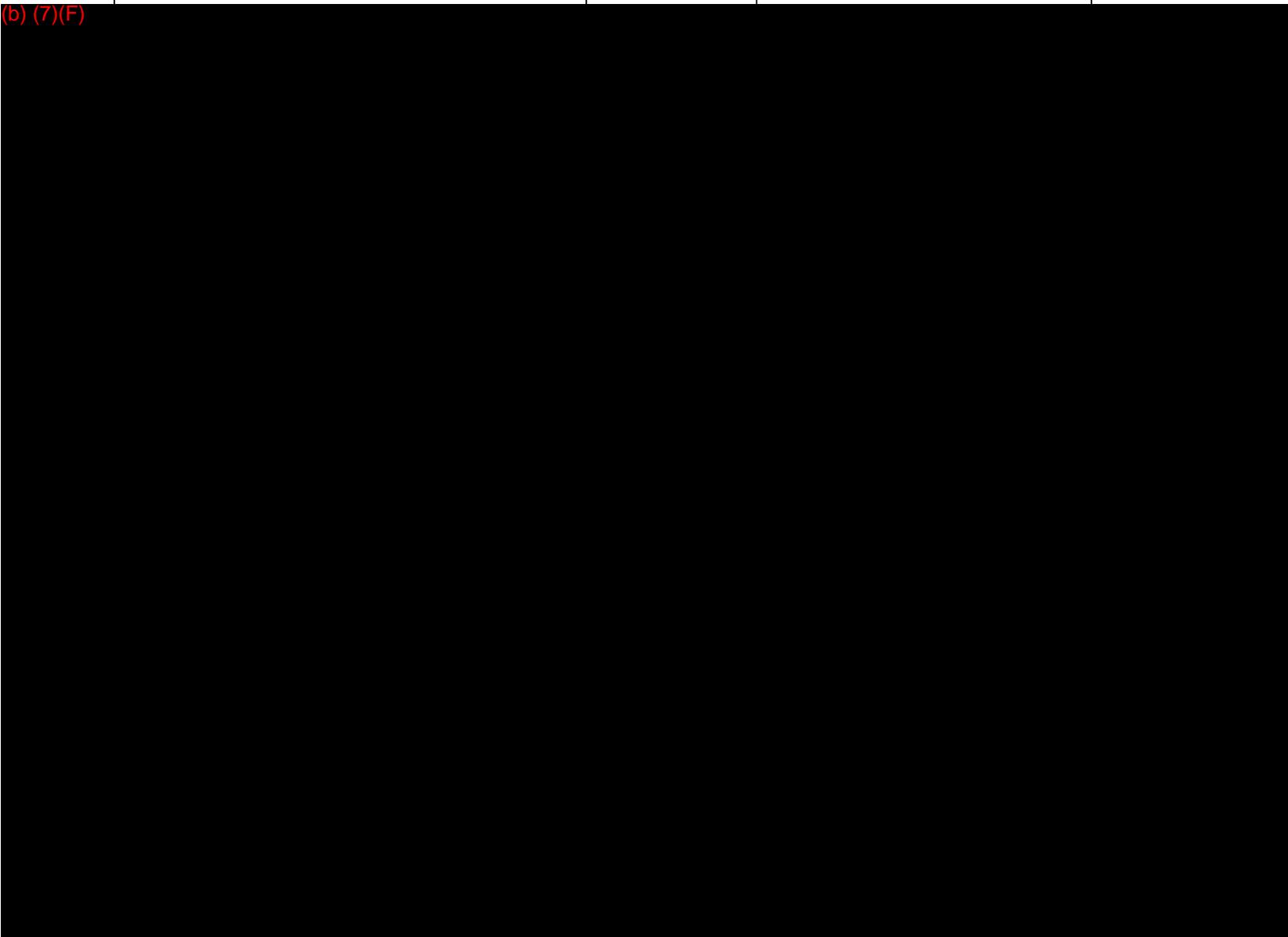
- Automated detection by the Supervisory Control and Data Acquisition (SCADA) system.
- Visual detection by Company personnel.
- Visual detection by the public.

AVAILABILITY - ALL TANKS

(b) (7)(F)



(b) (7)(F)



- **Training**

All operators are compliant with DOT 195 Operator Qualification Requirements.

C.1 SPILL DETECTION, CONTINUED

Visual detection by Company personnel

Aerial patrol flights or land based pipeline patrols will be made 26 times a year not to exceed 21 days apart. If unable to fly area personnel will walk or drive the right-of-way. The intent of the patrol is to observe the area directly over the pipeline right-of-way for leaks, exposed pipes, washes, missing markers and other unusual conditions. Construction on either side of the pipeline right-of-way is also monitored.

Discharges to the land or surface waters may also be detected by Company personnel during regular operations and inspections. Should a leak be detected, the appropriate actions are taken including but not limited to:

- Notifications as per **SECTION 3**.
- A preliminary assessment of the incident area.
- **If appropriate, initiate initial response actions per SECTION 2.**

FIGURE 2.1-1 provides a checklist for initial response actions.

Visual detection by the public

Right-of-way marker signs are installed and maintained at road crossing and other noticeable points and provide an Operations Control 24-hour number for reporting emergency situations. The Company also participates in the "call before you dig" or "One Call" utility notification services which can be contacted to report a leak and determine the owner/operator of the pipeline. If the notification is made to a local office or pump station, the Company representative receiving the call generally will implement the following actions:

- Notify the Pipeline Control and region/designated office.
- Dispatch Company field personnel to the site to confirm discharge and conduct preliminary assessment.
- Notify their immediate area supervisor and provide assessment results.

Pipeline shutdown

If any of these situations are outside the expected values, abnormal conditions are considered to exist. If abnormal conditions exist, Pipeline Control will take the appropriate actions to ensure that a release does not occur. If a discharge has occurred, Pipeline Control will take actions to limit the magnitude. In either case, appropriate actions taken by Company personnel could include, but are not limited to:

- Shut down effected line segment if there is an indication of a leak.
- Isolate line segment.
- Depressurize line.
- Start internal and external notifications.
- Mobilize additional personnel as required.

C.2 WORST CASE DISCHARGE (WCD) SCENARIO

The equipment and personnel to respond to a spill are available from several sources and are provided with the equipment and contractors in **SECTION 7** and **APPENDIX B**. The following sections are discussions of these scenarios.

APPENDIX C.4 provides worst case discharge calculations. Discussion of this scenario is as follows:

Upon discovery of a spill, the following procedures would be followed:

1. The First Responder would notify Supervisory Personnel and notifications would be initiated in accordance with **FIGURE 2.1-1**.
2. The Area Supervisor/Manager of Operations would assume the role of Incident Commander until relieved and would initiate response actions and notifications in accordance with **SECTION 2**. If this were a small spill, the local/company personnel may handle all aspects of the response. Among those actions would be to:
 - Conduct safety assessment in accordance with **FIGURE 2.1-1** and evacuate personnel as needed in accordance with **SECTION 2**.
 - Direct facility responders to shut down ignition sources.
 - Direct facility personnel to position resources in accordance with **SECTION 6**.
 - Complete spill report form in accordance with **FIGURE 3.1-2**.
 - Ensure regulatory agencies are notified (**FIGURE 3.1-5**).
3. If this were a small or medium spill, the Qualified Individual/Incident Commander may elect for the First Responder to remain the Incident Commander or to activate selected portions of the Emergency Management Team. However, for a large spill, the Qualified Individual would assume the role of Incident Commander and would activate the entire Emergency Management Team in accordance with activation procedures described in **SECTION 4.2**.
4. The Incident Commander would then initiate spill assessment procedures including surveillance operations, trajectory calculations, and spill volume estimating in accordance with **SECTION 2.1.3**.
5. The Incident Commander would then utilize checklists in **SECTION 4.6** as a reminder of ICS position responsibilities. The primary focus would be to establish incident priorities and objectives and to brief staff accordingly.
6. The Emergency Management Team would develop the following plans, as appropriate (some of these plans may not be required during a small or medium spill):
 - Site Safety and Health (**SECTION 5.4**)
 - Site Security (**SECTION 5.7**)
 - Incident Action (**SECTION 5.3.2**)
 - Decontamination (**SECTION 5.5**)
 - Disposal (**SECTION 5.6**)
 - Demobilization (**SECTION 5.8**)
7. The response would continue until an appropriate level of cleanup is obtained.

Southwestern Response Zone

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C.3 PLANNING VOLUME CALCULATIONS

Once the worst case discharge volume has been calculated, response resources must be identified to meet the requirements of 49 CFR 194.105(b). Calculations to determine sufficient amount of response equipment necessary to respond to a worst case discharge is described below. A demonstration of the planning volume calculations is provided below.

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C.4 SPILL VOLUME CALCULATIONS

DOT/PHMSA portion of pipeline/facilities

The worst case discharge (WCD) for the DOT portion of the pipeline and facilities, as defined in 49 CFR 194.105(b), as the largest volume of the following:

1. The pipeline's maximum shut-down response time in hours (based on historic discharge data or in the absence of such data, the operators 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 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 preventative action taken; or
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.

Under PHMSA's current policy, operators are allowed to reduce the worst case discharge volume derived from 49 CFR 194.105(b)(3) by no more than 75% if an operator is taking certain spill prevention measures for their breakout tanks and presents supporting information in the response plan. An operator can reduce the worst case discharge volume based on breakout tanks in the response zones as follows:

SPILL PREVENTION MEASURES	PERCENT REDUCTION ALLOWED
Secondary containment capacity greater than 100% capacity of tank and designed according to NFPA 30	50%
Tank built, rebuilt, and repaired according to API Std 620/650/653	10%
Automatic high-level alarms/shutdowns designed according to NFPA/API RP 2350	5%
Testing/cathodic protection designed according to API Std 650/651/653	5%
Tertiary containment/drainage/treatment per NFPA 30	5%*
Maximum allowable credit or reduction	75%

*Note: The facilities do not have tertiary containment.

The worst case discharge for each response zone was based on the largest volume of the three criteria given above.

The Company has determined the worst case discharge volume to be a catastrophic line failure of the largest line section with the greatest drainage capacity in each response zone or 50% percent of the volume of the largest tank in each zone.

Southwestern Response Zone

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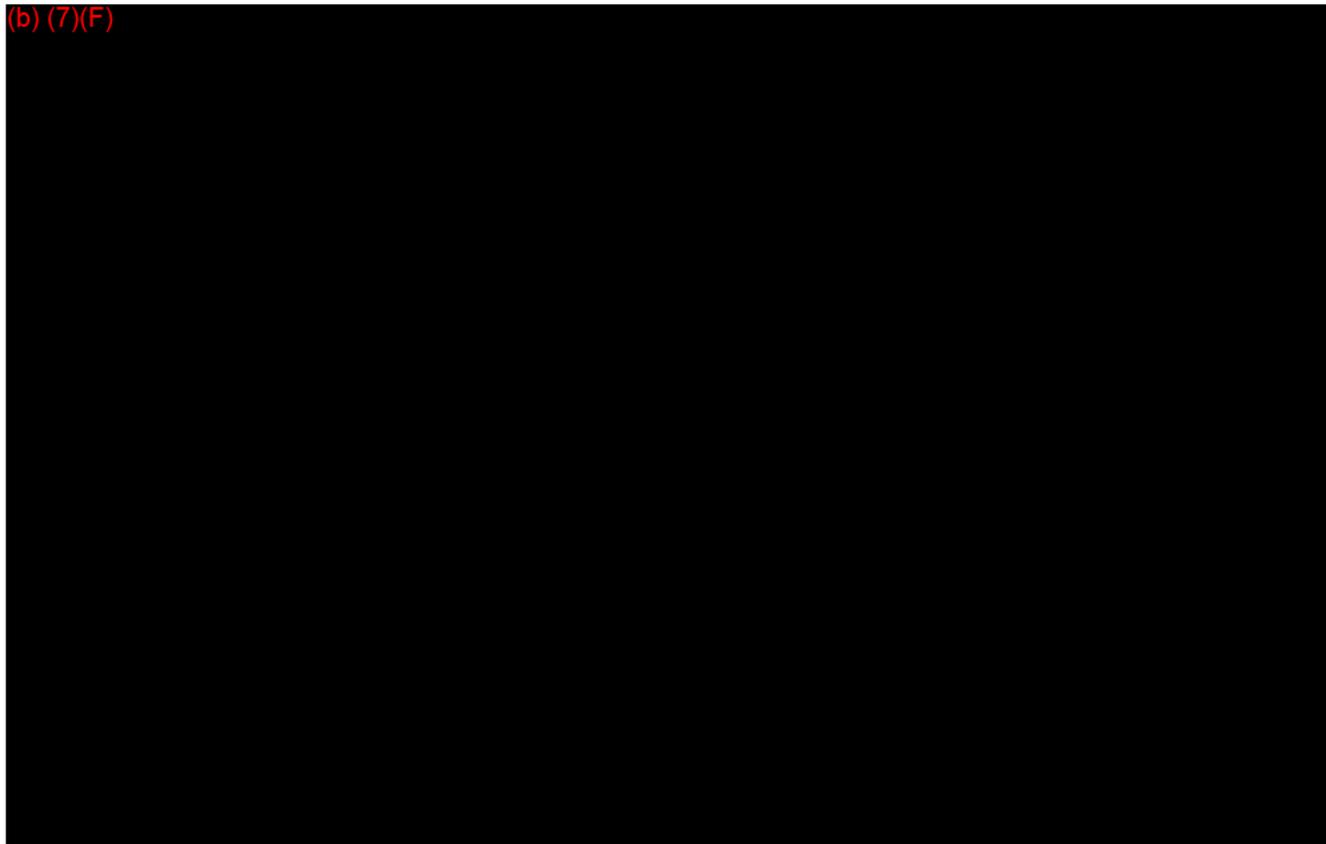
The line sections with the highest throughput and largest drainage volume between block valves on pump stations were chosen to calculate the pipeline worst case discharge. Although the entire discharge volume of each line was used for the worst case discharge, in an actual spill event, it would take days to drain the line completely. The line would be sealed early in the response effort.

All of the breakout tanks in the pipeline system are within adequate secondary containment, therefore, the discharge volumes for the largest tank was determined by adjusting the total tank volume downward by 50% per the company guidelines.

Considering the volume of release from a line break compared to that of historic discharge in each zone and to the volumes released from a tank failure, the tank failure was found to represent the worst case scenario.

The maximum historic discharge is not applicable for WCD covered by this plan. Given below are the tank and pipeline WCD calculations for this plan.

(b) (7)(F)



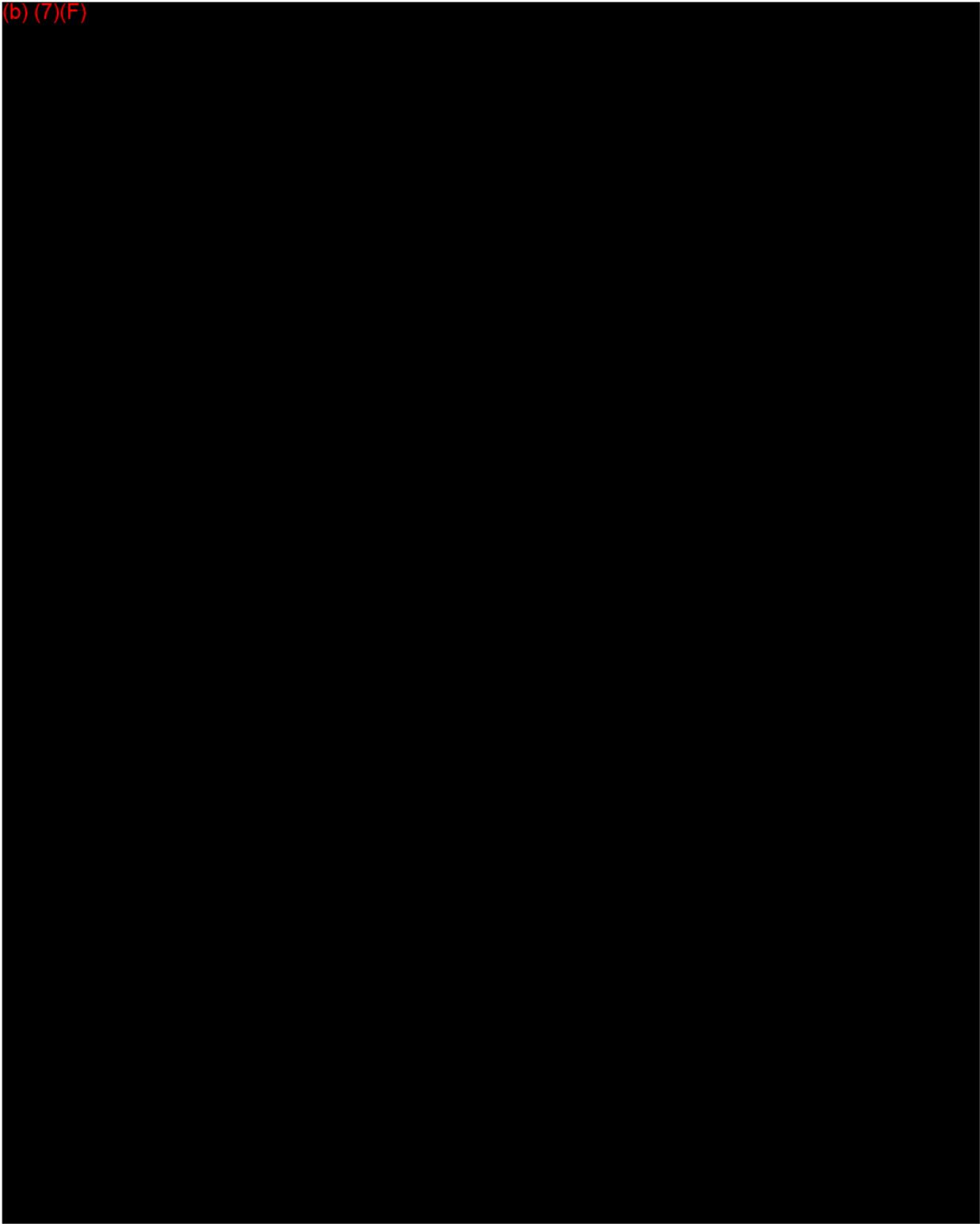
Southwestern Response Zone

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The worst case tank volume is calculated as follows:

Largest tank x Credit for containment tank standards = Tank standards credit

(b) (7)(F)



C.5 PIPELINE - ABNORMAL CONDITIONS

Because PHMSA considers the "substantial threat" term in 49 CFR Part 194.115(a) equivalent to the "abnormal conditions" term under 49 CFR Part 195.402(d), procedures to identify events and conditions that can pose a threat of worst case discharge, and actions to take for preventing and mitigating such events and conditions are described in the System Integrity Plan.

C.6 PRODUCT CHARACTERISTICS AND HAZARDS

Pipeline systems described in this plan may transport various types of commodities including but not limited to:

- Crude Oil

The key chemical and physical characteristics of each of these oils and/or other small quantity products/chemicals are identified in MSDS. MSDS can be obtained by the Facility via the Company intranet.

FIGURE C.6-1 describes primary oils handled.

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FIGURE C.6-1 - SUMMARY OF COMMODITY CHARACTERISTICS

COMMON NAME	MSDS NAME	HEALTH HAZARD	FLASH POINT	SPECIAL HAZARD	REACTIVITY	HEALTH HAZARD WARNING STATEMENT
Crude Oil	Appropriate Product Name	2	3	C, H ₂ S	0	May contain benzene, a carcinogen or hydrogen sulfide, which is harmful if inhaled; flash point varies widely.
Health Hazard	4 = Extremely Hazardous 3 = Hazardous 2 = Warning 1 = Slightly Hazardous 0 = No Unusual Hazard			Fire Hazard (Flash Point)	4 = Below 73° F, 22° C 3 = Below 100° F, 37° C 2 = Below 200° F, 93° C 1 = Above 200° F, 93° C 0 = Will not burn	
Special Hazard	A = Asphyxiant C = Contains Carcinogen W = Reacts with Water Y = Radiation Hazard COR = Corrosive OX = Oxidizer H ₂ S = Hydrogen Sulfide P = Contents under Pressure T = Hot Material			Reactivity Hazard	4 = May Detonate at Room Temperature 3 = May Detonate with Heat or Shock 2 = Violent Chemical Change with High Temperature and Pressure 1 = Not Stable if Heated 0 = Stable	

APPENDIX D CROSS-REFERENCES

Last revised: May 2008

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Figure D-1 - DOT / PHMSA Cross-Reference

Figure D-2 - PHMSA Facility Response Plan Review Cross-Reference

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FIGURE D-1 - DOT / PHMSA CROSS-REFERENCE

OPA 90 REQUIREMENTS (49 CFR 194)	LOCATION
Information Summary	
<ul style="list-style-type: none"> • For the core plan: 	
<ul style="list-style-type: none"> • Name and address of operator 	Figure 1-2
<ul style="list-style-type: none"> • For each Response Zone which contains one or more line sections that meet the criteria for determining significant and substantial harm (Å§194.103), listing and description of Response Zones, including county(s) and state(s) 	Figure 1-2
<ul style="list-style-type: none"> • For each Response Zone appendix: 	
<ul style="list-style-type: none"> • Information summary for core plan 	Section 1
<ul style="list-style-type: none"> • QI names and telephone numbers, available on 24-hr basis 	Figure 1-2
<ul style="list-style-type: none"> • Description of Response Zone, including county(s) and state(s) in which a worst case discharge could cause substantial harm to the environment 	Figure 1-2
<ul style="list-style-type: none"> • List of line sections contained in Response Zone, identified by milepost or survey station or other operator designation 	Figure 1-2
<ul style="list-style-type: none"> • Basis for operator's determination of significant and substantial harm 	Figure 1-2
<ul style="list-style-type: none"> • The type of oil and volume of the worst case discharge 	Figure 1-2, Appendix C.4
<ul style="list-style-type: none"> • Certification that the operator has obtained, through contract or other approved means, the necessary private personnel and equipment to respond, to the maximum extent practicable, to a worst case discharge or threat of such discharge 	Section 1.3, Appendix B
Notification Procedures	
<ul style="list-style-type: none"> • Notification requirements that apply in each area of operation of pipelines covered by the plan, including applicable state or local requirements 	Figure 3.1-4, Figure 3.1-5
<ul style="list-style-type: none"> • Checklist of notifications the operator or Qualified Individual is required to make under the response plan, listed in the order of priority 	Figure 3.1-4, Figure 3.1-5
<ul style="list-style-type: none"> • Name of persons (individuals or organizations) to be notified of discharge, indicating whether notification is to be performed by operating personnel or other personnel 	Figure 3.1-1, Figure 3.1-4, Figure 3.1-5
<ul style="list-style-type: none"> • Procedures for notifying Qualified Individuals 	Figure 3.1-1, Section 4.5, Figure 4.5-1
<ul style="list-style-type: none"> • Primary and secondary communication methods by which notifications can be made 	Section 7.1.6

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FIGURE D-1 - DOT / PHMSA CROSS-REFERENCE, CONTINUED

OPA 90 REQUIREMENTS (49 CFR 194)	LOCATION
Notification Procedures, Continued	
<ul style="list-style-type: none"> ● Information to be provided in the initial and each follow-up notification, including the following: <ul style="list-style-type: none"> ● Name of pipeline ● Time of discharge ● Location of discharge ● Name of oil recovered ● Reason for discharge (e.g. material failure, excavation damage, corrosion) ● Estimated volume of oil discharged ● Weather conditions on scene ● Actions taken or planned by persons on scene 	Figure 3.1-3
Spill Detection and On-Scene Spill Mitigation Procedures	
<ul style="list-style-type: none"> ● Methods of initial discharge detection 	Appendix C.1
<ul style="list-style-type: none"> ● Procedures, listed in order of priority, that personnel are required to follow in responding to a pipeline emergency to mitigate or prevent any discharge from the pipeline 	Section 2
<ul style="list-style-type: none"> ● List of equipment that may be needed in response activities based on land and navigable waters including: <ul style="list-style-type: none"> ● Transfer hoses and pumps ● Portable pumps and ancillary equipment ● Facilities available to transport and receive oil from a leaking pipeline 	Section 7.1.1, Figure 7.1-1, Appendix B
<ul style="list-style-type: none"> ● Identification of the availability, location, and contact phone numbers to obtain equipment for response activities on a 24-hour basis 	Figure 3.1-4, Appendix B
<ul style="list-style-type: none"> ● Identification of personnel and their location, telephone numbers, and responsibilities for use of equipment in response activities on a 24-hour basis 	Figure 3.1-4, Section 7.1.1, Appendix B
Response Activities	
<ul style="list-style-type: none"> ● Responsibilities of, and actions to be taken by, operating personnel to initiate and supervise response actions pending the arrival of the Qualified Individual or other response resources identified in the response plan 	Section 2, Section 4.6, Appendix B
<ul style="list-style-type: none"> ● Qualified Individual's responsibilities and authority, including notification of the response resources identified in the response plan 	Section 4.5
<ul style="list-style-type: none"> ● Procedures for coordinating the actions of the operator or Qualified Individual with the action of the OSC responsible for monitoring or directing those actions 	Section 4.4, Figure 4.5-1
<ul style="list-style-type: none"> ● Oil spill response organizations (OSRO) available through contract or other approved means, to respond to a worst case discharge to the maximum extent practicable 	Appendix B

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FIGURE D-1 - DOT / PHMSA CROSS-REFERENCE, CONTINUED

OPA 90 REQUIREMENTS (49 CFR 194)	LOCATION
Response Activities, Continued	
<ul style="list-style-type: none"> • For each organization identified under paragraph (d), a listing of: <ul style="list-style-type: none"> • Equipment and supplies available • Trained personnel necessary to continue operation of the equipment and staff the oil spill removal organization for the first seven days of the response 	Appendix B
List of Contacts	
<ul style="list-style-type: none"> • List of persons the Plan requires the operator to contact 	Figure 3.1-1
<ul style="list-style-type: none"> • Qualified individuals for the operator's areas of operation 	Figure 1-2, Figure 3.1-4
<ul style="list-style-type: none"> • Applicable insurance representatives or surveyors for the operator's areas of operation 	Figure 3.1-1
<ul style="list-style-type: none"> • Persons or organizations to notify for activation of response resources 	Figure 3.1-1
Training Procedures	
<ul style="list-style-type: none"> • Description of training procedures and programs of the operations 	Appendix A.2
Drill Procedures	
<ul style="list-style-type: none"> • Announced and unannounced drills 	Figure A.1-2
<ul style="list-style-type: none"> • Types of drills and their frequencies; for example: <ul style="list-style-type: none"> • Manned pipeline emergency procedures and qualified individual notification drills conducted quarterly • Drills involving emergency actions by assigned operating or maintenance personnel and notification of qualified individual on pipeline facilities which are normally unmanned, conducted quarterly • Shore-based spill management team (SMT) tabletop drills conducted yearly • Oil spill removal organization field equipment deployment drills conducted yearly • A drill that exercises entire response plan for each Response Zone, would be conducted at least once every three years 	Figure A.1-2
Response Plan review and update procedures	
<ul style="list-style-type: none"> • Procedures to meet Â§194.121 	Section 1.2
<ul style="list-style-type: none"> • Procedures to review plan after a worst case discharge and to evaluate and record the plan's effectiveness 	Section 1.2, Section 8.3
Response zone appendices	
Each response zone appendix would provide the following information:	
<ul style="list-style-type: none"> • Name and telephone number of the qualified individual 	Figure 1-2
<ul style="list-style-type: none"> • Notification procedures 	Figure 3.1-1
<ul style="list-style-type: none"> • Spill detection and mitigation procedures 	Section 2.1.1, Appendix C.1

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FIGURE D-1 - DOT / PHMSA CROSS-REFERENCE, CONTINUED

OPA 90 REQUIREMENTS (49 CFR 194)	LOCATION
Response zone appendices, Continued	
<ul style="list-style-type: none"> • Name, address, and telephone number of oil spill response organization 	Figure 3.1-4, Figure 3.1-5, Appendix B
<ul style="list-style-type: none"> • Response activities and response resources including: <ul style="list-style-type: none"> • Equipment and supplies necessary to meet §194.115 • Trained personnel necessary to sustain operation of the equipment and to staff the oil spill response organization and spill management team for the first seven days of the response 	Figure 3.1-4, Appendix A, Appendix B
<ul style="list-style-type: none"> • Names and telephone numbers of federal, state, and local agencies which the operator expects to assume pollution response responsibilities 	Figure 3.1-5
<ul style="list-style-type: none"> • Worst case discharge volume 	Appendix C.4
<ul style="list-style-type: none"> • Method used to determine the worst case discharge volume, with calculations 	Appendix C.4
<ul style="list-style-type: none"> • A map that clearly shows: <ul style="list-style-type: none"> • Location of worst case discharge • Distance between each line section in the Response Zone: <ul style="list-style-type: none"> • Each potentially affected public drinking water intake, lake, river, and stream within a radius of five miles of the line section • Each potentially affected environmentally sensitive area within a radius of one mile of the line section 	Figure 1-4, Section 6.9
<ul style="list-style-type: none"> • Piping diagram and plan-profile drawing of each line section; may be kept separate from the response plan if the location is identified 	Figure 1-2
<ul style="list-style-type: none"> • For every oil transported by each pipeline in the response zone, emergency response data that: <ul style="list-style-type: none"> • Include name, description, physical and chemical characteristics, health and safety hazards, and initial spill-handling and firefighting methods • Meet 29 CFR 1910.1200 or 49 CFR 172.602 	Figure C.6-1

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FIGURE D-2 - PHMSA FACILITY RESPONSE PLAN REVIEW CROSS-REFERENCE

Office of Pipeline Safety (OPS)	LOCATION
National Contingency Plan and Area Contingency Plan Certifications (49 CFR 194.107(b))	
1.A. Has the operator reviewed the National Contingency Plan (NCP) and each applicable Area Contingency Plan (ACP)?	Section 1.1
1.B. Does the Facility Response Plan follow the Area Contingency Plans?	Section 1.1
1.C. Please list the names of the Area Contingency Plans and the pages in the Facility Response Plan that relate to the Area Contingency Plans.	Section 1.1, Entire Plan
Plan Information Summary (49 CFR 194.107(c)(1), (c)(1)(i) and (c)(2) and 49 CFR 194.113)	
2. Does the Plan Information Summary contain the following?	
<ul style="list-style-type: none"> • The Operator Name, Street Address, City, State, and Zip Code. 	Figure 1-2
<ul style="list-style-type: none"> • A list of response zones that meet the criteria for significant and substantial harm (49 CFR 194.113(a)(2)) and a list of response zones in which a worst-case discharge could cause substantial harm. 	Figure 1-2
<ul style="list-style-type: none"> • The basis for the operator's determination that the response zone meets the criteria for significant and substantial harm and a statement that a worse case discharge in the response zone can be expected to cause significant and substantial harm for each response zone. 	Figure 1-2
<ul style="list-style-type: none"> • Description of each response zone, including the county(s) and State (s). 	Figure 1-2
<ul style="list-style-type: none"> • Explanation for each response zone designation. 	Figure 1-2
<ul style="list-style-type: none"> • Name(s), title(s), and office and cellular telephone number(s) for the Qualified Individual(s) twenty-four hours a day in each response zone. 	Figure 1-2, Figure 3.1-4
<ul style="list-style-type: none"> • Name(s), title(s), and office and cellular telephone number(s) for the Alternate Qualified Individual(s) twenty-four hours a day in each response zone. 	Figure 1-2, Figure 3.1-4
<ul style="list-style-type: none"> • List of line sections in each response zone by milepost, survey station number, or other operator designation. 	Figure 1-2
<ul style="list-style-type: none"> • If any response zone contains multiple pipeline systems, all pipeline systems are described and the oils they transport are listed. 	Figure 1-2
<ul style="list-style-type: none"> • The type of oil and the volume of the worst-case discharge in each response zone. 	Figure 1-2
Notifications	
3.1. What person, position, or facility is responsible for starting immediate notification? (49 CFR 194.107(c)(1)(ii)) Please list the person's, position's, or facility's mailing and electronic mail addresses and office, fax, and cellular telephone information.	Figure 1-2
3.2. Is the person, position, or facility capable of starting immediate notification twenty-four hours a day, three hundred sixty-five days a year? (49 CFR 194.107(c)(1)(ii)) Please describe your immediate notification plan.	Section 3

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FIGURE D-2 - PHMSA FACILITY RESPONSE PLAN REVIEW CROSS-REFERENCE, CONTINUED

Office of Pipeline Safety (OPS)	LOCATION
Notifications, Continued	
3.3. Do the Facility Response Plan notification procedures include telephone numbers so that the qualified individual(s) and oil spill removal organization(s) can be reached twenty-four hours a day, three hundred sixty-five days a year? (49 CFR 194.107(b)(1) and (2), 194.107(c)(1)(ii) and 194.113(b)(2))	Section 3
<ul style="list-style-type: none"> • Qualified Individual(s)? 	Figure 3.1-4
<ul style="list-style-type: none"> • Oil Spill Removal Organization(s)? 	Figure 3.1-4, Figure 3.1-5
<ul style="list-style-type: none"> • Are the National Response Center numbers correctly listed as 1-800-424-8802 and 202-267-2675 in the plan? 	Figure 3.1-5
<ul style="list-style-type: none"> • Company personnel? 	Figure 3.1-4
3.4. Does the notification section include the following information? (49 CFR 194.107(b)(1) and (2), and 194.107(c)(1)(ii))	
<ul style="list-style-type: none"> • Name of pipeline operator? 	Figure 3.1-2, Figure 3.1-3, Figure 3.1-4
<ul style="list-style-type: none"> • Time of discharge? 	Figure 3.1-2, Figure 3.1-3, Figure 3.1-4
<ul style="list-style-type: none"> • Location of discharge? 	Figure 3.1-2, Figure 3.1-3, Figure 3.1-4
<ul style="list-style-type: none"> • Name of oil involved? 	Figure 3.1-2, Figure 3.1-3, Figure 3.1-4
<ul style="list-style-type: none"> • Reason for discharge? 	Figure 3.1-2, Figure 3.1-3, Figure 3.1-4
<ul style="list-style-type: none"> • Estimated volume of oil discharged? 	Figure 3.1-2, Figure 3.1-3, Figure 3.1-4
<ul style="list-style-type: none"> • Weather conditions on scene? 	Figure 3.1-2, Figure 3.1-3, Figure 3.1-4
3.5. Does the Facility Response Plan name and give the address(es) and telephone number(s) for the operator's oil spill removal organization(s)? (49 CFR 194.107(c)(1)(iv) and 194.115)	
<ul style="list-style-type: none"> • Name(s)? 	Appendix B.1.1
<ul style="list-style-type: none"> • Address(es)? 	Appendix B.1.1
<ul style="list-style-type: none"> • Telephone Number(s)? 	Figure 3.1-4, Figure 3.1-5
Spill Detection and Mitigation Procedures	
4.1. Does the Facility Response Plan contain procedures to name and mitigate or prevent a substantial threat of a worst-case discharge? (49 CFR 194.107(a) and (b)(2)(i))	Appendix C.2
4.2. Does the Facility Response Plan name personnel, equipment, and procedures for detecting leaks and spills and locating spills throughout the response zone? (49 CFR 194.107(c)(1)(iii))	Figure 3.1-4, Section 7.1.1, Figure 7.1-1, Appendix B
4.3. Does the Facility Response Plan name the maximum time to detect the	Appendix C.4

spill and shut down flow in affected pipeline(s) in bad weather? (49 CFR 194.105(b)(1))	
4.4. Does the Facility Response Plan have procedures to mitigate spills appropriate for the response zone(s) and consistent with applicable Area Contingency Plan(s)? (49 CFR 194.107(b)(2)(i), and (c)(1)(iii) and (v))	Section 2.1

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FIGURE D-2 - PHMSA FACILITY RESPONSE PLAN REVIEW CROSS-REFERENCE, CONTINUED

Office of Pipeline Safety (OPS)	LOCATION
Spill Containment	
5.1. Does the Facility Response Plan name spill containment strategies appropriate for the response zone(s) and consistent with applicable Area Contingency Plans? (49 CFR 194.107(b)(1)(iii), (b)(2)(i), and (c)(1)(v))	Section 7.4
5.2. Can planned spill containment activities be accomplished within the appropriate tier times? (49 CFR 194.107(b)(2)(i) and (c)(1)(v), and 194.115)	Appendix C.4
5.3. Are containment equipment capacities described in sufficient detail and does the Facility Response Plan identify enough spill containment equipment to respond to a worst-case discharge to the maximum extent practicable? (49 CFR 194.107(b)(2)(i) and (c)(1)(v), and 194.115)	Section 7.1.1, Figure 7.1-1, Appendix B
Spill Recovery	
6.1. Does the Facility Response Plan identify the spill recovery strategies appropriate for the response zone(s) and consistent with applicable Area Contingency Plan(s)? (49 CFR 194.107(b)(1)(iii), (b)(2)(i) and (iv), and (c)(1)(v))	Section 2.1, Appendix C.2
6.2. Can planned spill recovery activities be accomplished within the appropriate tier times?(49 CFR 194.107(b)(2)(i) and(c)(1)(v), and 194.115)	Appendix C
6.3. Are recovery equipment capacities described in sufficient detail and does the Facility Response Plan identify sufficient spill recovery equipment to respond to a worst-case discharge to the maximum extent practicable? (49 CFR 194.107(b)(2)(i) and (c)(1)(v), and 194.115)	Section 7.1.1, Figure 7.1-1, Appendix B
Disposal	
7.1. Does the Facility Response Plan identify disposal procedures, including temporary storage equipment for recovered oil appropriate for the response zone and consistent with applicable Area Contingency Plans? (49 CFR 194.107(b)(1)(iii), (b)(2)(i), and (c)(1)(v))	Section 7.4, Section 7.1.1, Figure 7.1-1, Appendix B
7.2. Can planned temporary storage and waste disposal activities be accomplished within the appropriate tier times? (49 CFR 194.107(b)(2)(i) and (c)(1)(v), and 194.115)	Section 7.4, Appendix C.4
7.3. Does the Facility Response Plan identify sufficient temporary storage capabilities to respond to a worst-case discharge to the maximum extent practicable? (49 CFR 194.107(b)(2)(i) and (c)(1)(v), and 194.115)	Section 7.4, Section 7.1.1, Figure 7.1-1, Appendix B
Sensitive Area Protection	
8.1. Does the Facility Response Plan identify the protection strategies appropriate for the response zone and consistent with applicable Area Contingency Plans? (49 CFR 194.107(b)(1)(iii), (b)(2)(i) and (ii), and (c)(1)(v))	Section 6
8.2. Can planned protection activities be accomplished within the appropriate tier times?(49 CFR 194.107(b)(2)(i) and (c)(1)(v), and 194.115)	Section 6, Appendix C.4

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FIGURE D-2 - PHMSA FACILITY RESPONSE PLAN REVIEW CROSS-REFERENCE, CONTINUED

Office of Pipeline Safety (OPS)	LOCATION
Response Management	
9.1. Is the response management system described in the Facility Response Plan based on an Incident Command System? (49 CFR 194.107(b)(1)(i), (b)(2)(iii), and (c)(3))	Section 4
9.2. Does the operator's response organization describe roles and responsibilities for (49 CFR 194.107(b)(1)(i), (b)(2)(iii), and (c)(3))	
<ul style="list-style-type: none"> • Qualified Individual? 	Section 4.5
<ul style="list-style-type: none"> • Other operator response personnel including the spill management team? 	Section 4.5, Section 4.6
<ul style="list-style-type: none"> • Contracted Oil Spill Removal Organization(s)? 	Section 7.1.3, Figure A.1-2
9.3. Does the operator's response organization describe how the operator works with the Unified Command and with responders including (49 CFR 194.107(b)(1)(i), (b)(2)(iii), and (c)(3))	Section 4.4
<ul style="list-style-type: none"> • Oil Spill Removal Organization(s)? 	Figure 4.5-2, Section 4.6
<ul style="list-style-type: none"> • State and Local Responders? 	Section 4.4
<ul style="list-style-type: none"> • Federal On-Scene Coordinator? 	Section 4.4
Communications, Response Equipment and Transportation	
10.1. Does the Facility Response Plan describe appropriate communications procedures and system(s) adequate for notifications and response operations? (49 CFR 194.107(c)(1)(ii) and (v))	Section 7.1.6
10.2. Does the Facility Response Plan identify response equipment that the operator owns and maintains? (49 CFR 194.107(c)(1)(v) and 194.115(a))	Section 7.1.1
10.3. Does the Facility Response Plan describe procedures for maintaining response equipment the operator owns? (49 CFR 194.107(c)(1)(viii))	Section 7.1.2
10.4. Does the Facility Response Plan identify Oil Spill Removal Organization(s)' response equipment that the U.S. Coast Guard has not classified? (49 CFR 194.107(c)(1)(v) and 194.115(a))	Section 7.1.3, Appendix B
10.5. Does the Facility Response Plan describe procedures for maintaining Oil Spill Removal Organization(s)' response equipment that the U.S. Coast Guard has not classified? (49 CFR 194.107(c)(1)(viii))	Section 7.1.3, Appendix A.1
10.6. Does the Facility Response Plan identify location(s) for operator-owned and Oil Spill Removal Organization-owned response equipment? (49 CFR 194.115(b))	Section 7.1.1, Figure 7.1-1, Appendix B
10.7. Does the Facility Response Plan describe mobilizing and deploying response equipment within the appropriate tier times consistent with the plan's response activities? (49 CFR 194.107(c)(1)(v) and 194.115(b))	Appendix C.2
10.8. Does the size of the response zone permit planned response activities, including equipment mobilization and deployment, within the appropriate tier times? (49 CFR 194.115(b))	Appendix C.4

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FIGURE D-2 - PHMSA FACILITY RESPONSE PLAN REVIEW CROSS-REFERENCE, CONTINUED

Office of Pipeline Safety (OPS)	LOCATION
Response Personnel and Mobilization	
11.1. Does the Facility Response Plan identify enough trained personnel to respond to the worse case discharge consistent with the Plan's response activities? (49 CFR 194.107(a), (c)(1)(v), and (c)(3), 194.115, and 194.117)	Figure 3.1-4
11.2. Does the Facility Response Plan describe procedures for mobilizing and deploying response personnel throughout the response zone(s) consistent with the Plan's response activities? (49 CFR 194.107(b)(2)(i) and (c)(1)(v), and 194.115)	Section 2, Section 3, Section 4.2
Response Documentation and Worst Case Discharge	
12.1. Does the operator describe procedures the response management organization must use to document response decisions, activities, and costs? (49 CFR 194.107(c)(3))	Section 3, Section 5, Appendix C.2
12.2. Does the Facility Response Plan provide the calculations and methodology used for determining the worst-case discharge for the response zone(s)? (49 CFR 194.105)	Appendix C.4
12.3. Is the worst-case discharge volume calculated using the three specified methods in the Department of Transportation regulation? Are the calculations accurate and as prescribed?(49 CFR 194.105(b))	Appendix C.4
Training: Program and Procedures	
13.1. Does the Facility Response Plan describe a training program that teaches response personnel about the Plan and their responsibilities under the Plan? (49 CFR 194.107(b)(1)(ii), (c)(1)(vii) and (c)(3), and 194.117)	Appendix A.2
13.2. Does the Facility Response Plan describe a training program that teaches response personnel about matters including (49 CFR 194.117(a)(3))	Appendix A.2
<ul style="list-style-type: none"> • Oil characteristics and hazards? 	Appendix A.2
<ul style="list-style-type: none"> • Conditions that are likely to worsen emergencies, including the consequences of facility malfunctions or failures and appropriate corrective actions? 	Appendix A.2
<ul style="list-style-type: none"> • Steps necessary to control an accidental discharge of oil? 	Appendix A.2
<ul style="list-style-type: none"> • Steps necessary to minimize the potential for fire, explosion, or environmental damage? 	Appendix A.2
<ul style="list-style-type: none"> • Proper fire-fighting procedures and use of personal protective equipment? 	Appendix A.2
13.3. Does the Facility Response Plan describe a response-training program that addresses the appropriate levels of training and the requirements in OSHA 29 CFR 1910.120? (49 CFR 194.107(b)(1)(ii) and 194.117(c))	Appendix A.2
13.4. Does the Facility Response Plan describe the operator's procedures for maintaining records for response personnel? (49 CFR 194.117(b))	Appendix A.2

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FIGURE D-2 - PHMSA FACILITY RESPONSE PLAN REVIEW CROSS-REFERENCE, CONTINUED

Office of Pipeline Safety (OPS)	LOCATION
Response Personnel and Mobilization	
14.1. Does the Facility Response Plan describe procedures for conducting internal and external drills that include (49 CFR 194.107(c)(1)(ix))	Appendix A.1
<ul style="list-style-type: none"> • Responsibility for planning, carrying out, and monitoring drills? 	Appendix A.1
<ul style="list-style-type: none"> • Announced drills? 	Appendix A.1
<ul style="list-style-type: none"> • At least one unannounced internal drill? 	Appendix A.1
<ul style="list-style-type: none"> • Quarterly Qualified Individual notifications drills? 	Appendix A.1
<ul style="list-style-type: none"> • Annual spill management team tabletop drills? 	Appendix A.1
<ul style="list-style-type: none"> • Annual Oil Spill Removal Organization(s) equipment deployment drills of representative types and amounts of key equipment in the Facility Response Plan? 	Appendix A.1
<ul style="list-style-type: none"> • At least one drill that tests the entire response plan for each response zone at least once every three years? 	Appendix A.1
14.2. Does the Facility Response Plan describe a three-year drill and exercise cycle and the frequencies for each type of drill in that cycle? (49 CFR 194.107(c)(1)(ix))	Appendix A.1
14.3. Does the Facility Response Plan describe procedures for maintaining drill documentation for three years? (49 CFR 194.107(c)(1)(ix))	Appendix A.1
Response Plan Maintenance	
15.1. Does the Facility Response Plan describe the requirements and procedures for the operator to: (49 CFR 194.107(c)(1)(x) and 194.121(a))	
<ul style="list-style-type: none"> a. Review the Facility Response Plans at least once every five years from the date the Office of Pipeline Safety approves the plan, 	Section 1.2
<ul style="list-style-type: none"> b. Modify the Facility Response Plan to address new or different operating conditions or information in the Facility Response Plan, and 	Section 1.2
<ul style="list-style-type: none"> c. Submit the plan for the Office of Pipeline Safety to review, require changes, and approve? 	Section 1.2
15.2. Does the Facility Response Plan identify key factors that may cause revisions to the response plan and require the operator to submit revisions to the Office of Pipeline Safety within 30 days of making the revisions for factors including: (49 CFR 194.121(b))	
<ul style="list-style-type: none"> • New pipeline construction or purchase? 	Section 1.2
<ul style="list-style-type: none"> • Different worst-case discharge volume? 	Section 1.2
<ul style="list-style-type: none"> • Change in commodities transported? 	Section 1.2
<ul style="list-style-type: none"> • Change in Oil Spill Removal Organization(s)? 	Section 1.2
<ul style="list-style-type: none"> • Change in Qualified Individual(s)? 	Section 1.2
<ul style="list-style-type: none"> • Change in a National Contingency Plan or Area Contingency Plan that has a significant impact on the appropriateness of response equipment or response strategies? 	Section 1.2
<ul style="list-style-type: none"> • Change in response procedures? 	Section 1.2

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FIGURE D-2 - PHMSA FACILITY RESPONSE PLAN REVIEW CROSS-REFERENCE, CONTINUED

Office of Pipeline Safety (OPS)	LOCATION
Response Plan Maintenance, Continued	
15.3. Does the Facility Response Plan describe procedures for incorporating improvements in the following? (49 CFR 194.121(b)(8))	
<ul style="list-style-type: none"> • Post-drill evaluation results? 	Section 8.3
<ul style="list-style-type: none"> • Post-incident evaluation results? 	Section 8.3
National Contingency Plan and Area Contingency Plan Consistency and Concept of Operations	
16.1. Is the Plan consistent with the National Contingency Plan in effect at the time of submission? (49 CFR 194.107(b)(1)) Please answer yes or no.	Section 1.1
16.2. Is the Plan consistent with the Area Contingency Plans in effect for each response zone at the time of submission? (49 CFR 194.107(b)(2)) Please answer yes or no.	Section 1.1
16.3. Is the Plan's concept of operations adequate to carry out a response to the worse case discharge under 49 CFR 194? (49 CFR 194.107) Please answer yes or no.	Section 7.1, Appendix B, Appendix C.2, Entire Plan

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APPENDIX E

ACRONYMS AND DEFINITIONS

Last revised: May 2008

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E.1 Acronyms

E.2 Definitions

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E.1 ACRONYMS

ACP	Area Contingency Plan
AFFF	Aqueous Film Forming Foam
ASTM	American Society of Testing Materials
BBL	Barrel(s)
BLM	Bureau of Land Management (USDOI)
BPD	Barrels Per Day
BPH	Barrels Per Hour
CERCLA	Comprehensive Environmental Response, Compensation & Liability Act of 1980, as amended
CFR	Code of Federal Regulations
CO ₂	Carbon Dioxide
COTP	Captain of the Port (USCG)
CRZ	Contamination Reduction Zone
CWA	Clean Water Act of 1977 (Federal)
EAP	Emergency Action Plan
EMS	Emergency Medical Services
EOC	Emergency Operations Center
EPA	U. S. Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act
ERAP	Emergency Response Action Plan
ERP	Emergency Response Plan
ERT	Emergency Response Team
FAA	Federal Aviation Administration
FEMA	Federal Emergency Management Agency
FOSC	Federal On-Scene Coordinator
FRP	Facility Response Plan
FRT	Facility Response Team
FWPCA	Federal Water Pollution Control Act of 1972
GIS	Geographic Information System
GPM	Gallons Per Minute
HAZMAT	Hazardous Materials
HMIS	Hazardous Material Information System
IC	Incident Commander
ICS	Incident Command System
JIC	Joint Information Center

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LEL	Lower Explosive Limit
LEPC	Local Emergency Planning Committee
LEPD	Local Emergency Planning District
LNG	Liquid Natural Gas
LPG	Liquefied Petroleum Gas
MSDS	Material Safety Data Sheets
MTR	Marine Transportation Related
N/A	Not Applicable
NCP	National Oil and Hazardous Substances Pollution Contingency Plan
NIIMS	National Interagency Incident Management System
NM	Nautical Miles
NOAA	National Oceanic and Atmospheric Administration
NRC	National Response Center
NRDA	National Resource Damage Assessment
NRT	National Response Team
OBA	Oxygen Breathing Apparatus
OPA 90	Oil Pollution Act of 1990
OSC	On-Scene Coordinator/Commander
OSHA	Occupational Safety and Health Administration (USDL)
PHMSA	Pipeline and Hazardous Materials Safety Administration (DOT)
PPE	Personal Protective Equipment
PREP	(National) Preparedness for Response Exercise Program
QI	Qualified Individual
RCRA	Resource Conservation and Recovery Act of 1976
RQ	Reportable Quantity
SARA	Superfund Amendments and Reauthorization Act
SCADA	Supervisory Control and Data Acquisition (System)
SCBA	Self Contained Breathing Apparatus
SDWA	Safe Drinking Water Act of 1986
SERC	State Emergency Response Commission
SETS	Safety Environment and Training Services
SI	Surface Impoundment
SIC	Standard Industrial Classification (Code)
SMT	Spill Management Team
SOSC	State On-Scene Coordinator
SPCC	Spill Prevention, Control, and Countermeasures (Plan)
SSC	Scientific Support Coordinator (NOAA)

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UCS	Unified Command System
UEL	Upper Explosive Limit
USACOE	U. S. Army Corps of Engineers
USCG	U. S. Coast Guard
USDOD	U. S. Department of Defense
USDL	U. S. Department of Labor
USDOE	U. S. Department of Energy
USDOI	U. S. Department of the Interior
USDOJ	U. S. Department of Justice
USDOT	U. S. Department of Transportation
USFWS	U. S. Fish and Wildlife Service (USDOI)
USGS	U. S. Geological Survey (USDOI)

E.2 DEFINITIONS

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 with the Captain of the Port (COTP) zone in which the systems or equipment are intended to function.

Aqueous Film Forming Foam

A fluoro-carbon surfactant that acts as an effective vapor securing agent due to its effect on the surface tension of the water. Its physical properties enable it to float and spread across surfaces of a hydrocarbon fuel with more density than protein foam.

Average Most Probable Discharge (USCG)

A discharge of the lesser of 50 barrels (2100 gallons) or one percent of the volume of the worst case discharge.

Barrel

Measure of space occupied by 42 U. S. gallons at 60 degrees Fahrenheit.

Bleve

A boiling liquid-expanding vapor explosion; failure of a liquefied flammable gas container caused by fire exposure. Pronounced "blevey."

Boilover

Occurs when the heat from a fire in a tank travels down to the bottom of the tank causing water that is already there to boil and push part of the tank's contents over the side.

Carbon Dioxide

A heavy, colorless, odorless, asphyxiating gas, that does not normally support combustion. It is one and one-half times heavier than air and when directed at the base of a fire its action is to dilute the fuel vapors to a lean mixture to extinguish the fire.

Class A Fire

A fire involving common combustible materials which can be extinguished by the use of water or water solutions. Materials in this category include wood and wood-based materials, cloth, paper, rubber and certain plastics.

Class B Fire

A fire involving flammable or combustible liquids, flammable gases, greases and similar products. Extinguishment is accomplished by cutting off the supply of oxygen to the fire or by preventing flammable vapors from being given off.

Class C Fire

A fire involving energized electrical equipment, conductors or appliances. Nonconducting extinguishing agents must be used for the protection of firefighters.

Class D Fire

A fire involving combustible metals, for example, sodium, potassium, magnesium, titanium and aluminum. Extinguishment is accomplished through the use of heat-absorbing extinguishing agents such as certain dry powders that do not react with the burning metals.

Cold (Support) Zone

An area free of contaminants so that Personal Protection Equipment (PPE) is not required for personnel working in this area. Command functions and supporting operations are carried out here.

Command Post

A site located at a safe distance from 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.

Communication Equipment

Equipment that will be utilized during response operations to maintain communication between employees, contractors, federal/state/local agencies.

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.

Contamination Reduction Zone

Same as the warm zone, a buffer between the hot and cold zones. Decontamination activities take place there. Equipment needed to support the primary response operation may be staged in the warm zone.

Contingency Plan

A document used by: (1) federal, state, and local agencies to guide planning and response procedures regarding spill 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

Includes:

- A written contractual agreement with a response contractor. The agreement should identify and ensure the availability of the specified personnel and equipment described under U.S.C.G. Regulations within stipulated response times in the specified geographic areas
- Certification by the facility owner or operator that the specified personnel and equipment described under USCG Regulations are owned, operated, or under the direct control of the facility owner or operator, and are available within stipulated times in the specified geographic areas
- Active membership in a local or regional oil spill removal organization that has identified specified personnel and equipment described under USCG Regulations that are available to respond to a discharge within stipulated times in the specified geographic areas
- A document which:
 - Identifies the personnel, equipment, services, capable of being provided by the response contractor within stipulated response times in specified geographic areas
 - Sets out the parties' acknowledgment that the response contractor intends to commit the resources in the event of a response
 - Permits the Coast Guard to verify the availability of the response resources identified through tests, inspections, drills
 - Is incorporated by reference in the Response Plan

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Contract or Other Approved Means, Continued

- For a facility that could reasonably be expected to cause substantial harm to the environment, with the consent of the response contractor or oil spill removal organization, the identification of a response contractor or oil spill removal organization with specified equipment and personnel which are available within stipulated response times in specific geographic areas.

Demand Breathing Apparatus

A type of self-contained breathing apparatus that provides air or oxygen from a supply carried by the user.

Dispersants

Those chemical agents that emulsify, disperse, or solublize oil into the water column or promote the surface spreading of oil slicks to facilitate dispersal of the oil into the water column.

Diversion Boom

A flotation/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.

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.

Exclusion Zone

Same as hot zone, the area where a hazard exists. This is the hazardous location on site, therefore entry requires personal protective equipment (PPE). It must be big enough for both mitigation activities and protection of personnel in the warm zone should an explosion, fire, change of wind direction, or an unexpected release occur during response activities.

Explosive Range

Flammable range; the range of the mixture of air and flammable gas or flammable vapor of liquids that must be present in the proper proportions for the mixture to be ignited. The range has upper and lower limits; any mixture above the upper explosive limit or below the lower explosive limit will not burn.

Facility

Any pipeline, structure, equipment, or device used for handling oil including, but not limited to, underground and aboveground storage tanks, impoundments, mobile or portable drilling or workover rigs, barge mounted drilling or workover rigs, and portable fueling facilities located offshore or on or adjacent to coastal waters or any place where a discharge of oil from the facility could enter coastal waters or threaten to enter the coastal waters.

Federal Fund

The oil spill liability trust fund established under OPA.

First Responders, First Response Agency

A public health or safety agency (i.e., 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.

Flashover

The ignition of combustibles in an area heated by convection, radiation, or a combination of the two. The action may be a sudden ignition in a particular location followed by rapid spread or a "flash" of the entire area.

Flash Point

The temperature at which a liquid fuel gives off sufficient vapor to form an ignitable mixture near its surface.

Foam

A blanket of bubbles that extinguishes fire mainly by smothering. The blanket prevents flammable vapors from leaving the surface of the fire and prevents oxygen from reaching the fuel. The water in the foam also has a cooling effect.

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 EPA pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act; regulated pursuant to Section 311 of the Federal Water Pollution Control Act.

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 Resources Conservation and Recovery Act (RCRA), 42 U.S.C., Section 6901, et seq as amended. The 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.

Higher Volume Port Area

Ports of:

- Boston, MA
- New York, NY
- Delaware Bay and River to Philadelphia, PA
- St. Croix, VI
- Pascagoula, MS
- Mississippi River from Southwest Pass, LA to Baton Rouge, LA
- Louisiana Offshore Oil Port (LOOP), LA
- Lake Charles, LA
- Sabine-Nachez River, TX
- Galveston Bay and Houston Ship Channel, TX
- Corpus Christi, TX
- Los Angeles/Long Beach Harbor, CA
- San Francisco Bay, San Pablo Bay, Carquinez Strait, Suisun Bay to Antioch, CA
- Straits of Juan de Fuca and Puget Sound, WA
- Prince William Sound, AK

Hot (Exclusion) Zone

The area where a hazard exists. This is the hazardous location on site, therefore entry requires personal protective equipment (PPE). It must be big enough for both mitigation activities and protection of personnel in the warm zone should an explosion, fire, change of wind direction, or an unexpected release occur during response activities.

Hypothermia

A dangerously high fever that can damage nerve centers. This condition can result from exposure to excessive heat over an extended period of time.

Ignition Temperature

The lowest temperature at which a fuel will burn without continued application of an ignition source.

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.

Incident Command System

A method by which the response to an extraordinary event, including a spill, is categorized into functional components and responsibility for each component assigned to the appropriate individual or agency.

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 the spill response.

Lead Federal Agency

The agency which coordinates the federal response to incidents on navigable waters. The lead Federal agencies are:

- **U. S. Coast Guard (USCG):** Oil and chemically hazardous materials incidents on navigable waters
- **Environmental Protection Agency (EPA):** Oil and chemically hazardous materials incidents on most inland waters and in the inland zone

Lead State Agency

The agency which coordinates state support to Federal and/or Local governments or assumes the lead in the absence of a Federal spill response.

Lower Flammable Limit

Minimum flammable concentration of a particular gas in the air.

Marine Transportation-Related Facility (MTR Facility)

An onshore facility, including piping and any structure used to transfer oil to or from a vessel, subject to regulation under 33 CFR Part 154 and any deepwater port subject to regulation under 33 CFR Part 150.

Maximum Extent Practicable

The planning values derived from the planning criteria used to evaluate the response resources described in the response plan to provide the on-water recovery capability and the shoreline protection and clean-up capability to conduct response activities for a worst case discharge from a facility in adverse weather.

Maximum Most Probable Discharge (USCG)

A discharge of the lesser of 2,500 barrels or ten percent of the volume of a worst case discharge.

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Medium Discharge (EPA)

Same as maximum most probable discharge.

National Contingency Plan

The plan prepared under the Federal Water Pollution Control Act (33 United States 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.

Nearshore Area

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 (COLREG) lines) 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:

- At least 50% of which by volume, distill at a temperature of 340EC (645EF)
- At least 95% of which volume, distill at a temperature of 370EC (700EF)

Non-Petroleum Oil

Oil of any kind that is not petroleum-based. It includes, but is not limited to, animal and vegetable oils.

Offshore Area

The area beyond 12 nautical miles measured from the boundary lines defined in 46 CFR Part 7 extending seaward to 50 nautical miles, except in the Gulf of Mexico. In the Gulf of Mexico it is the area beyond 12 nautical miles of the line of demarcation (COLREG lines) defined in '80-740 - 80.850 of Title 33 of the CFR extending seaward to 50 nautical miles.

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 Removal Organization (OSRO)

An entity that provides oil spill response resources, and includes any for profit or not-for-profit contractor, cooperative, or in-house response resources that have been established in a geographic area to provide required response resources.

Operating Area

The rivers and canals, inland, nearshore, Great Lakes, or offshore geographic location(s) in which a facility is handling, storing, or transporting oil.

Operating Environment

Rivers and canals, inland, Great Lakes, or ocean. These terms are used to define the conditions in which response equipment is designed to function.

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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:

- Group II - specific gravity less than .85
- Group III - specific gravity between .85 and less than .95
- Group IV - specific gravity .95 to and including 1.0
- Group V - specific gravity greater than 1.0

Primary Response Contractor(s)

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(s)

An English-speaking representative(s) of the facility identified in the plan, located in the United States, available on a 24-hour basis, familiar with implementation of the facility response plan, and trained in his or her responsibilities under the plan. This person must have full written authority to implement the facility's response plan. This includes:

- Activating and engaging in contracting with identified oil spill removal organization(s)
- Acting as a liaison with the predesignated of Federal On-Scene Coordinator (FOCS)
- Obligating, either directly or through prearranged contracts, funds required to carry out all necessary or directed response activities

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 FOCS in the event of a major or substantial spill.

Reid Vapor Pressure Method

Method used by the American Society of Testing Materials to test vapor pressure. It is a measure of the volatility, or tendency to vaporize, of a liquid.

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.

Rivers and Canals

A body of water confined within the inland area that has a projected depth of 12 feet or less, including the Intracoastal Waterway and other waterways artificially created for navigation.

Southwestern Response Zone

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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.

Sloper

An event that occurs when water is introduced into a tank of very hot liquid, causing the liquid to froth and spatter.

Small Discharge (EPA)

Same as average most probable discharge.

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 Management Team

The personnel identified to staff the organizational structure identified in a response plan to manage response plan implementation.

Spontaneous Ignition

A fire that occurs without a flame, spark, hot surface, or other outside source of ignition.

Staging Areas

Designated areas near the spill site accessible for gathering and deploying equipment and/or personnel.

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 Reauthorization Act of 1986 (SARA). The SERC approves the State Oil and Hazardous Substance Discharge Prevention and Contingency Plan and Local Emergency Response Plans.

Static Electricity

Charges of electricity accumulated on opposing and usually moving surfaces having negative and positive charges, respectively. A hazard exists where the static potential is sufficient to discharge a spark in the presence of flammable vapors or combustible dusts.

Support Zone

Same as cold zone, an area free of contaminants so that personal protection equipment (PPE) is not required for personnel working in this area. Command functions and supporting operations are carried out here.

Tornado Warning

A tornado has been sighted.

Tornado Watch

Conditions are favorable for tornados to form.

Southwestern Response Zone

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Unified Command

The method by which local, state, and federal agencies 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

Warm (Contamination Reduction) Zone

A buffer between the hot and cold zones. Decontamination activities take place there. Equipment needed to support the primary response operation may be staged in the warm zone.

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.

Wildlife Rescue

Efforts made in conjunction with federal and state agencies to retrieve, clean, and rehabilitate birds and wildlife affected by an oil spill.

Southwestern Response Zone

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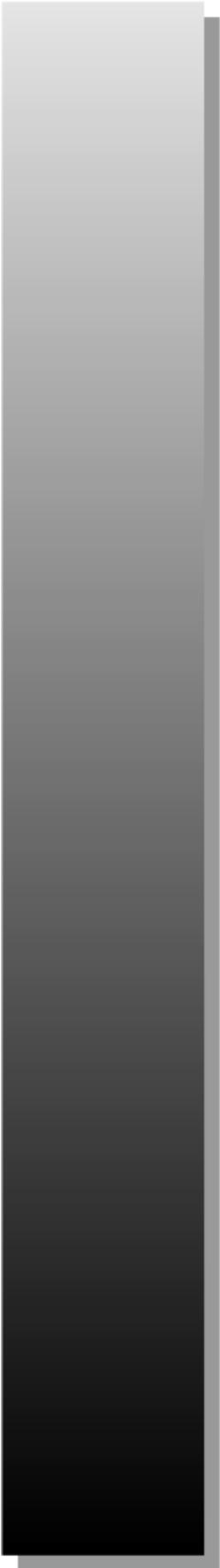
APPENDIX F

Last revised: May 2008

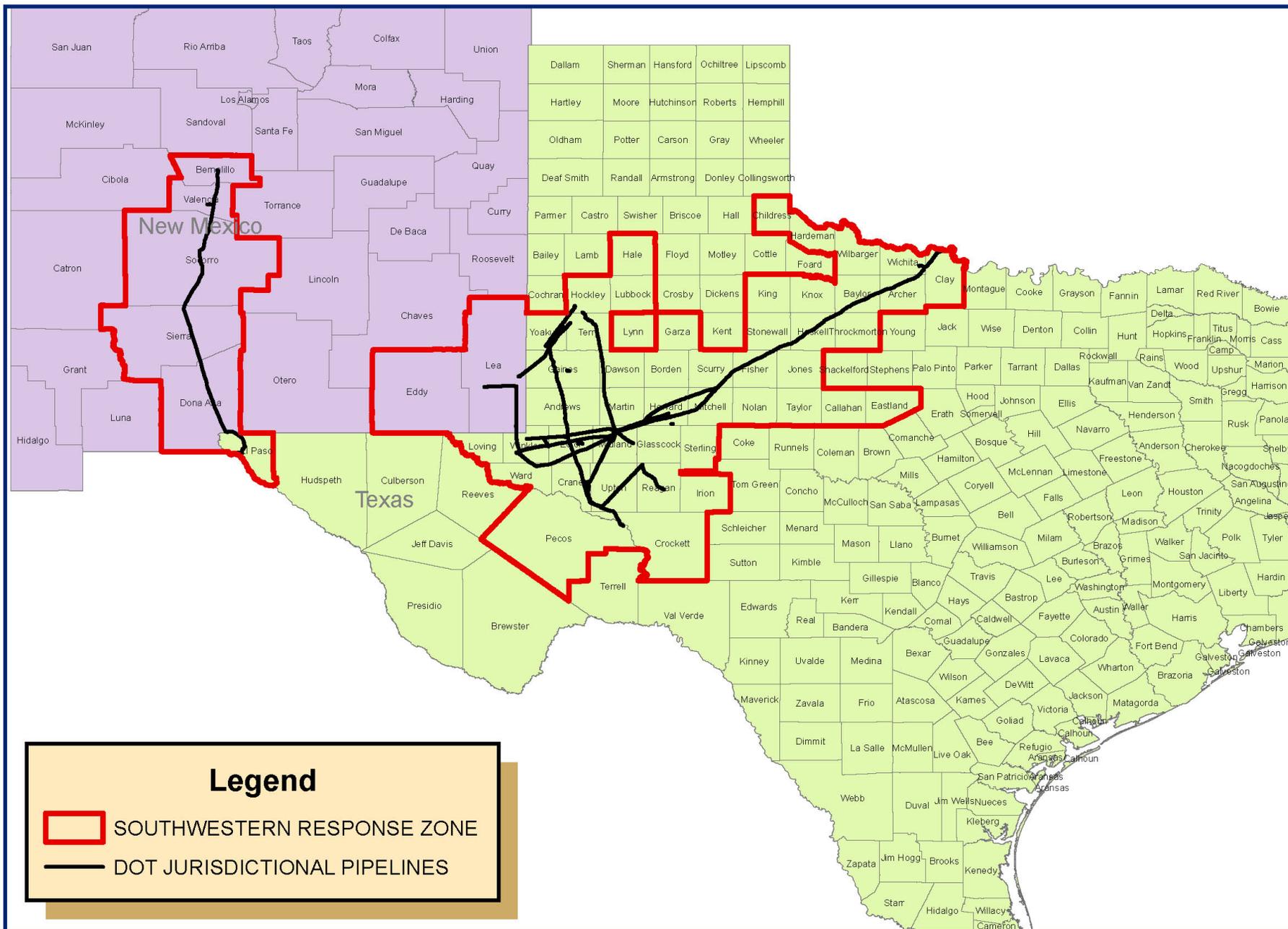
ADDITIONAL INFORMATION (All items are links)

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- **Morgan Creek Worst Case Discharge Tactical Response Plan**



LINK FILES





QUALITY SERVICES SINCE 1995

June 28, 2011

Ms. Barber
Response Plans Officer, Pipeline and Hazardous Material Safety
U.S. Department of Transportation
1200 New Jersey Avenue SE - Room E22-210
Washington, D.C. 20590

RE: Sequence Number #1582 Plains Pipeline, L.P. (Plains), Southwestern Response Zone

Dear Ms. Barber:

Enclosed are two copies of the Plains Pipeline, L.P. (Plains), Southwestern Response Zone for your review and approval. Please direct all questions and correspondence to Brad Fivecoat (Regulatory Compliance Specialist) at Plains Pipeline, L.P. 6 Desta Drive Suite 6600 Midland, Texas 79705 or (432) 687-8914.

Sincerely,
TECHNICAL RESPONSE PLANNING CORPORATION

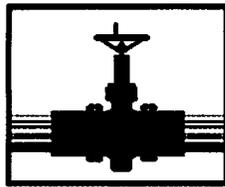


Greg Desmond
Senior Project Manager

Federal Express

Cc: Brad Fivecoat
Jordan Janak

Maps have been redacted in accordance with the FOIA Exemption 7(F).



PLAINS
MARKETING, L.P.

Contract No. 026450-03420-PMLP.2.17

MAJOR SERVICE CONTRACT
PLAINS MARKETING, L. P.

*333 Clay, Suite 1600
Houston, Texas 77002*

THIS CONTRACT TERMINATES AND SUPERCEDES PLAINS MARKETING, L.P. MAJOR SERVICE CONTRACT 026450-00830-PMLP.2.17 BY AND BETWEEN PLAINS MARKETING, L.P. AND EAGLE CONSTRUCTION AND ENVIRONMENTAL SERVICES, L.P., WHICH COMMENCED ON MAY 23, 2003.

THIS CONTRACT is entered into as of the 2nd day of September, 2008, by and between **Plains Marketing, L. P.**, a Texas limited partnership, and **its Affiliates**, with a physical street address of 333 Clay, Suite 1600, Houston, Texas 77002 and a mailing address of P. O. Box 4648, Houston, Texas 77210-4648 (hereinafter "COMPANY") and **Eagle Construction and Environmental Services, LP**, with a mailing address of 9701 Interstate 20 E, Eastland, Texas 76448 (hereinafter "CONTRACTOR"). For purposes of this Contract, the term "COMPANY" includes Plains All American Pipeline, L.P., and its Affiliates, including but not limited to Plains Marketing, L.P., Plains Pipeline, L.P., Plains Marketing Canada, L.P., Basin Pipeline Holdings, L.P., Pacific Pipeline System LLC, Pacific Marketing and Transportation LLC, Rocky Mountain Pipeline System LLC, Ranch Pipeline LLC, Pacific Terminals LLC, Pacific Atlantic Terminals LLC and Pacific L.A. Marine Terminals LLC, as listed above.

WITNESSETH:

THAT for and in consideration of the covenants, contract, terms, provisions and conditions hereinafter set forth, the parties do hereby mutually agree, each with the other, as follows:

ARTICLE 1 – SCOPE OF WORK

- 1.1 This Contract does not obligate COMPANY to order services from CONTRACTOR nor does it obligate CONTRACTOR to provide services to COMPANY, but shall control and govern all services ordered by COMPANY and accepted by CONTRACTOR hereunder, and shall define the rights and obligations of COMPANY and CONTRACTOR with regard to the matters covered hereby.
- 1.2 COMPANY may, from time-to-time, request CONTRACTOR to perform services (including any supervision, labor, equipment, materials and any other items necessary to perform the work requested; hereinafter referred to as "Work") hereunder by issuing a Work Order to CONTRACTOR.

The Work shall not commence prior to execution of the Work Order by both COMPANY and CONTRACTOR; however, this Contract shall apply to any Work performed by CONTRACTOR on behalf of COMPANY regardless of whether or not a Work Order is issued unless otherwise agreed by the parties in writing.

- 1.3 CONTRACTOR shall carry out the Work under this Contract and shall furnish experienced personnel, supervision, small tools, transportation, licenses, insurance, permits, services and all other things necessary or required in and for the proper and timely performance of the Work. Further, CONTRACTOR shall furnish all materials and equipment as specified in the Work Order. CONTRACTOR's equipment, including, but

not limited to, small tools and consumables, is the sole responsibility of the CONTRACTOR. COMPANY is not responsible for their cost, maintenance, wear, tear, or destruction.

- 1.4 Regarding CONTRACTOR's performance of the Work, time is of the essence. CONTRACTOR shall complete the Work in accordance with the Contract within the time limit(s) detailed in the Work Order and shall promptly notify COMPANY upon completion of each major item or portion of the Work.
- 1.5 Upon request by COMPANY, CONTRACTOR shall furnish a project schedule prior to commencement of the Work.

ARTICLE 2 - TERM

- 2.1 This Contract shall have a Primary Term effective September 2, 2008 to October 2, 2008 and shall continue into its Secondary Term from month-to-month thereafter until terminated by either party hereto upon not less than thirty (30) days' advance written notice to the other party. Work shall be started and shall be completed on the dates specified in the applicable Work Order. The term of this Contract shall be extended until completion of any outstanding Work Order.

ARTICLE 3 - INSPECTION AND APPROVAL

- 3.1 All fabricated material may be inspected (at COMPANY's discretion) at CONTRACTOR's facility before shipment. CONTRACTOR shall notify COMPANY's representative at least five (5) working days before the inspection is required.
- 3.2 All Work performed by CONTRACTOR hereunder shall be subject to inspection, testing and approval by COMPANY. COMPANY may, at its discretion, employ the services of specialist inspection and testing agencies for this purpose. Unless otherwise specified in the Work Order, all drawings will be approved by COMPANY, in writing, prior to commencement of any Work based on the drawings.
- 3.3 Any inspection or approval of the Work given under this Contract by COMPANY shall not relieve CONTRACTOR of its responsibility for compliance with this Contract, nor from its responsibility for the quality of the Work, nor from any warranty, guarantee or liability under law, either expressed or implied, in this Contract.
- 3.4 When the Work has been completed in accordance with this Contract, CONTRACTOR shall so notify COMPANY in writing. COMPANY shall then inspect the Work and if it is found not to be in compliance with this Contract, COMPANY shall so notify CONTRACTOR in writing specifying the details of such non-compliance. At CONTRACTOR's expense, CONTRACTOR shall promptly correct all Work noted to be in noncompliance and notify COMPANY once corrections have been made. COMPANY shall then reinspect the Work to determine Contract compliance. If COMPANY rejects the Work or any part thereof which is reinspected, then the procedure set forth above shall be repeated until Work not in compliance is corrected and the Work is accepted by COMPANY.

ARTICLE 4 - COMPENSATION

- 4.1 Work to be furnished during the term of this Contract shall be furnished at the rates agreed to in writing by the parties (the "Rate Sheet") unless otherwise provided in the applicable Work Order.
- 4.2 No overtime Work or premium rates will be paid or authorized by CONTRACTOR unless COMPANY has expressly approved such payment in writing.

- 4.3 CONTRACTOR must give thirty (30) days advance written notice of proposed rate changes to the Rate Sheet. No rate change or cost change will be effective until accepted by COMPANY in writing. Such change will not apply to any Work in progress at time of notice without COMPANY's written consent.

ARTICLE 5 - PAYMENT

- 5.1 For lump sum work, CONTRACTOR shall have the right to request that COMPANY make partial payments; provided, however, that COMPANY shall have the right to withhold up to and including fifteen percent (15%) of the amount of any invoice submitted to COMPANY by CONTRACTOR for labor, supervision and materials furnished by CONTRACTOR up to the time of completion and acceptance of the Work by COMPANY. Payment of said retainage shall be due upon COMPANY's acceptance of all Work. For retainage, if any, CONTRACTOR shall invoice COMPANY for the same following COMPANY's acceptance of the Work and COMPANY shall pay the same within thirty (30) days from receipt of said invoice.
- 5.2 Unless specifically waived in writing by COMPANY, each invoice must, in addition to total charges, show separately on its face the labor costs or equipment costs, as applicable, material costs, and any applicable freight charges and sales and use taxes. For reimbursable Work, COMPANY's representative must sign time sheets, equipment logs, material tickets, or similar supporting documentation. This substantiation or any other evidence COMPANY may require shall be attached to the invoice. In addition, any applicable markups such as fringe benefits, unemployment taxes, workers' compensation insurance, payroll taxes, overhead and profit, etc. must be itemized. Equipment rental must be invoiced separately, on a monthly basis. The invoice must list each piece of equipment separately, with the description taken verbatim from the Rate Sheet submitted with the Contract. A Monthly Equipment Time Log, signed by COMPANY's representative, must be attached to the invoice. Material and/or Third Party Equipment Rentals shall include third party invoices as support.
- 5.3 Subject to paragraph 5.2 above, COMPANY shall pay CONTRACTOR's invoice within thirty (30) days of receipt of such invoice by COMPANY's Accounts Payable Department.
- 5.4 COMPANY may withhold payment for a disputed invoice or part thereof, without interest, until such dispute is resolved.
- 5.5 Sums due CONTRACTOR shall be adjusted by deducting any amounts paid by COMPANY to prevent or remove liens, claims, debts and encumbrances which are the responsibility of CONTRACTOR, or its subcontractors, or to satisfy other obligations of CONTRACTOR or its subcontractors hereunder.
- 5.6 No payment made under this Contract shall constitute a waiver by COMPANY of the performance by CONTRACTOR of any of CONTRACTOR's obligations hereunder and any payment withheld shall be without prejudice to any other rights and remedies available to COMPANY.

ARTICLE 6 - CHANGES IN THE WORK

- 6.1 All changes in the Work shall be approved by means of a written Change Order to the Work Order.
- 6.2 COMPANY shall have authority to make minor changes in the Work not involving extra cost. No extra Work or claim for additional compensation or time to complete the Work shall be made without a written Change Order, signed on behalf of COMPANY and delivered to CONTRACTOR. Where CONTRACTOR considers that any change or variation in the Work would be beneficial, CONTRACTOR shall advise COMPANY of its proposal, and COMPANY shall decide whether to proceed with such change or variation.

ARTICLE 7 - WARRANTY

- 7.1 CONTRACTOR warrants that it is experienced in the Work to be undertaken on behalf of COMPANY, possesses the skills and resources to complete the Work and has the authority to fulfill its obligations under this Contract. The Work shall be performed in a good and workmanlike manner by qualified, careful and efficient workers in accordance with the Contract, in strict conformity with the best standard practices and in a manner protective of its employees, the public and the environment.
- 7.2 CONTRACTOR will warrant the foregoing warranties in paragraph 7.1 above for a period of one (1) year from the date the Work is completed and accepted by COMPANY. In the event any Work fails to meet any of the foregoing warranties within the period specified above, without waiving any other rights or remedies COMPANY may have at law, CONTRACTOR agrees forthwith to correct, repair or replace the Work and any damage to other work or material at CONTRACTOR's expense without cost to COMPANY.
- 7.3 Labor, equipment and materials furnished by CONTRACTOR pursuant to paragraph 7.2 to correct defects shall be warranted by CONTRACTOR in accordance with the warranties set forth in paragraphs 7.1 and 7.2 for a period of twelve (12) months from the date of completion of the correction.
- 7.4 In the event CONTRACTOR was notified of any failure of CONTRACTOR's foregoing warranties and failed to correct promptly and adequately such Work, COMPANY shall have the right to correct or to have such Work corrected and COMPANY shall be entitled to deduct the cost of such corrective Work from any monies due or becoming due to CONTRACTOR under this Contract or otherwise. In the event that no monies are due or shall become due to CONTRACTOR under this Contract then CONTRACTOR shall promptly pay COMPANY the costs incurred in correcting such Work.
- 7.5 COMPANY may be contracting for this Work and the benefits derived therefrom as agent for its affiliate. All of CONTRACTOR's warranties under this Contract, and any warranties made by manufacturers, suppliers, subcontractors or others acting in the interest of the parties to this Contract, shall inure to the benefit of affiliate, as well as to COMPANY. CONTRACTOR shall make certain that all warranties not previously issued to such affiliate, where the Work is performed for such affiliate, are assigned to such affiliate upon completion of the Work.

ARTICLE 8 - INDEMNITY

- 8.1 **CONTRACTOR AGREES TO PROTECT, INDEMNIFY, HOLD HARMLESS, AND DEFEND COMPANY, ITS SUBSIDIARIES AND AFFILIATED COMPANIES, AND THE OFFICERS, DIRECTORS, EMPLOYEES, WORKMEN, AGENTS, SERVANTS AND INVITEES OF COMPANY, ITS SUBSIDIARIES AND AFFILIATED COMPANIES, FROM AND AGAINST ALL LOSSES, DAMAGES (INCLUDING PUNITIVE DAMAGES), DEMANDS, CLAIMS, SUITS AND OTHER LIABILITIES, INCLUDING ATTORNEY FEES AND OTHER EXPENSES OF LITIGATION OR DEFENSE (ALL HEREINAFTER REFERRED TO AS "CLAIMS"), BECAUSE OF**
- (I) **BODILY INJURY, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM,**
 - (II) **DAMAGES TO ALL PROPERTY, INCLUDING LOSS OF USE THEREOF AND DOWNTIME (BUT EXCLUDING LOSS OF USE THEREOF AND DOWNTIME OF COMPANY AND PROPERTY DAMAGE TO COMPANY AS PROVIDED IN PARAGRAPH 8.2 BELOW),**
 - (III) **CONTAMINATION OF OR ADVERSE EFFECTS ON THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO THE COST OF ASSESSMENT, REMEDIATION AND ALL OTHER RELATED ACTIVITIES,**

- (IV) VIOLATION OF OR FAILURE TO COMPLY WITH ANY APPLICABLE LAW, ORDINANCE, REGULATION, RULE OR ORDER, A BREACH BY CONTRACTOR, ITS EMPLOYEES, WORKMEN, AGENTS, SERVANTS, SUBCONTRACTORS OR VENDORS, OF ANY TERM, PROVISION OR WARRANTY CONTAINED HEREIN, WHICH OCCUR, EITHER DIRECTLY OR INDIRECTLY, IN CONNECTION WITH PERFORMANCE OF THE WORK CONTEMPLATED HEREUNDER OR BY REASON OF CONTRACTOR AND ITS EMPLOYEES, WORKMEN, AGENTS, SERVANTS, SUBCONTRACTORS AND VENDORS BEING PRESENT ON COMPANY'S PREMISES, REGARDLESS OF COMPANY'S FAULT OR NEGLIGENCE OR STRICT LIABILITY, EXCEPT TO THE EXTENT THE TOTAL LIABILITY, LOSS OR DAMAGE IS ATTRIBUTABLE TO AND CAUSED BY THE SOLE AND EXCLUSIVE NEGLIGENCE OF COMPANY, OR EXCEPT TO THE EXTENT AS LIMITED BY APPLICABLE LAW, AND
 - (V) A BREACH BY CONTRACTOR, ITS EMPLOYEES, WORKMEN, AGENTS, SERVANTS, SUBCONTRACTORS, OR VENDORS, OF ANY TERM, PROVISION OR WARRANTY CONTAINED HEREIN, WHICH OCCUR, EITHER DIRECTLY OR INDIRECTLY, IN CONNECTION WITH PERFORMANCE OF THE WORK CONTEMPLATED HEREUNDER OR BY REASON OF CONTRACTOR AND ITS EMPLOYEES, WORKMEN, AGENTS, SERVANTS, SUBCONTRACTORS AND VENDORS BEING PRESENT ON COMPANY'S PREMISES, REGARDLESS OF COMPANY'S FAULT OR NEGLIGENCE OR STRICT LIABILITY, EXCEPT TO THE EXTENT THE TOTAL LIABILITY, LOSS OR DAMAGE IS ATTRIBUTABLE TO AND CAUSED BY THE SOLE AND EXCLUSIVE NEGLIGENCE OF COMPANY, OR EXCEPT TO THE EXTENT AS LIMITED BY APPLICABLE LAW, AND
 - (VI) INFRINGEMENT OF PATENT OR MISAPPROPRIATION OF TRADE SECRET OR PROPRIETARY RIGHTS OF ANY THIRD PARTY BY ANY DEVICE, PROCESS OR MATERIAL NOT SPECIFIED BY COMPANY.
- 8.2 NOTWITHSTANDING PARAGRAPH 8.1 ABOVE, CONTRACTOR SHALL NOT BE LIABLE TO COMPANY IN RESPECT OF ANY PHYSICAL LOSS OR DAMAGE (EXCLUDING THE COST OF CORRECTING DEFECTIVE WORK) TO THE WORK, TOGETHER WITH THE MATERIALS SUPPLIED BY CONTRACTOR AND ANY MATERIALS SUPPLIED BY COMPANY OR THIRD PARTIES WHICH ARE UNDER THE CARE, CUSTODY AND CONTROL OF CONTRACTOR, ITS EMPLOYEES, WORKMEN, AGENTS, SERVANTS, SUBCONTRACTORS AND VENDORS TO THE EXTENT SUCH LOSS OR DAMAGE EXCEEDS FIFTY THOUSAND DOLLARS (\$50,000) WITH RESPECT TO ANY SINGLE OCCURRENCE.
- 8.3 CONTRACTOR'S SAID AGREEMENT TO PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND AS SET FORTH IN PARAGRAPH 8.1 ABOVE SHALL NOT BE NEGATED OR REDUCED BY VIRTUE OF CONTRACTOR'S INSURANCE CARRIER'S DENIAL OF INSURANCE COVERAGE OF THE OCCURRENCE OR EVENT WHICH IS THE SUBJECT MATTER OF THE CLAIMS AND/OR REFUSAL TO DEFEND CONTRACTOR OR COMPANY. IN ADDITION, CONTRACTOR WILL PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES AND ALL OTHER EXPENSES OF LITIGATION INCURRED BY COMPANY TO ENFORCE THE FOREGOING AGREEMENT TO PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND COMPANY.
- 8.4 THIS PARAGRAPH 8.4 APPLIES ONLY TO WORK PERFORMED IN THE STATE OF LOUISIANA. FOR PURPOSES OF THE LOUISIANA WORKER'S COMPENSATION LAW, La. R.S. 23:1021 *et seq.*, COMPANY AND CONTRACTOR AGREE THAT THE WORK PERFORMED BY CONTRACTOR AND ITS EMPLOYEES PURSUANT TO

THIS CONTRACT ARE AN INTEGRAL PART OF AND ARE ESSENTIAL TO THE ABILITY OF COMPANY TO GENERATE COMPANY'S GOODS, PRODUCTS AND SERVICES, AND THAT CONTRACTOR'S WORK AND SERVICES SHALL BE CONSIDERED PART OF COMPANY'S TRADE, BUSINESS, AND OCCUPATION, FOR PURPOSES OF La. R.S. 23:1061(A)(1). FURTHERMORE, COMPANY AND CONTRACTOR AGREE THAT COMPANY IS THE PRINCIPAL OR STATUTORY EMPLOYER OF CONTRACTOR'S EMPLOYEES FOR PURPOSES OF La. R.S. 23:1061(A) ONLY. IRRESPECTIVE OF COMPANY'S STATUS EITHER AS THE STATUTORY EMPLOYER OR AS THE SPECIAL EMPLOYER (AS DEFINED IN La. R.S. 23:1031(C)) OF CONTRACTOR'S EMPLOYEES, AND REGARDLESS OF ANY OTHER RELATIONSHIP OR ALLEGED RELATIONSHIP BETWEEN COMPANY AND CONTRACTOR'S EMPLOYEES, CONTRACTOR SHALL BE AND REMAIN AT ALL TIMES PRIMARILY RESPONSIBLE FOR THE PAYMENT OF LOUISIANA WORKER'S COMPENSATION BENEFITS TO ITS EMPLOYEES, AND NEITHER CONTRACTOR NOR ITS UNDERWRITERS SHALL BE ENTITLED TO SEEK CONTRIBUTION FOR ANY SUCH PAYMENTS FROM COMPANY.

- 8.5 CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY FROM AND AGAINST ALL CLAIMS, DEMANDS AND LIABILITIES ARISING FROM POLLUTION, INCLUDING CONTROL AND REMOVAL THEREOF, CAUSED BY CONTRACTOR'S NEGLIGENT ACT OR OMISSION, WHETHER ACTIVE OR PASSIVE, IN PERFORMANCE OF SERVICES HEREUNDER.

ARTICLE 9 - INSURANCE

- 9.1 Without limiting in any way the scope of any obligations or liabilities assumed hereunder by CONTRACTOR, CONTRACTOR shall procure or cause to be procured and maintained at its expense, for the duration of this Contract, and with insurance companies acceptable to COMPANY, the insurance policies described below. Contractor acknowledges that the endorsements and the type of Insurance coverage and the limits thereof, are minimum limits which shall not be reduced without the prior written consent of Company, which consent is solely in the discretion of the Company.
- 9.1.1 Workers' Compensation and Employer's Liability Insurance covering the employees of CONTRACTOR for all compensation and other benefits required of CONTRACTOR by the Worker's Compensation or other statutory insurance laws in the state having jurisdiction over such employees, and over the location where the Work is being performed, including Alternate Employer. Employer's Liability Insurance with limits of not less than Three Million Dollars (\$3,000,000) per occurrence.
- 9.1.2 General Liability Insurance including contractual liability, XCU hazards (explosion, collapse and underground) and completed operations to cover liability for bodily injury and property damage with a combined single limit of not less than Three Million Dollars (\$3,000,000) per occurrence.
- 9.1.3 Business Automobile Liability Insurance, if owned, hired or non-owned automotive equipment is used in the performance of this Contract, to cover liability for bodily injury and property damage with a combined single limit of not less than Three Million Dollars (\$3,000,000) per occurrence.
- 9.1.4 Aircraft Liability, If Applicable to cover bodily injury and property damage liability with a combined single limit of not less than Three Million Dollars (\$3,000,000) per occurrence.
- 9.1.5 Marine Liability, If Applicable involving work to be performed on or over water including docks, wharves, etc., Worker's Compensation and Employer's Liability coverage shall also include Maritime Employer's Liability including Transportation, Wages, Maintenance and Cure, U. S. Longshore and Harbor

Workers' Act, and Outer Continental Shelf Land Act with limits of not less than Three Million Dollars (\$3,000,000) per occurrence.

For work involving barges and other watercraft, Worker's Compensation and Employer's Liability coverage shall also include Maritime Employer's Liability including Transportation, Wages, Maintenance and Cure, U. S. Longshore and Harbor Workers' Act, and Outer Continental Shelf Land Act with limits of not less than Three Million Dollars (\$3,000,000) per occurrence. Marine liability insurance for owned or chartered watercraft shall include liability for bodily injury and property damage with a combined single limit of not less than Ten Million Dollars (\$10,000,000) per occurrence. Insurance shall be endorsed to specifically include full crew coverage (unless provided under Worker's Compensation); coverage for diving operations, if applicable; liability for seepage, pollution, containment and cleanup; collision liability; and, contractual liability.

9.1.6 Special Provisions Concerning Policies Placed by CONTRACTOR.

All policies (except Worker's Compensation) shall include COMPANY and Its Affiliates as additional insured for liabilities arising out of the performance under this Contract and shall be primary to any other insurance of COMPANY. Such insurance shall specifically provide that it applies separately to each insured against which claim is made or suit is brought, except with respect to the limits of the insurer's liability. All policies shall provide that all rights of subrogation against COMPANY and its affiliates are waived when permitted by law. Such insurance shall be primary over any coverage's maintained by the Certificate Holder. All policies must include thirty (30) days written notice of cancellation to Certificate Holder.

The policy limits specified above are minimum requirements and not limits of liability and shall not be construed in any way as COMPANY's acceptance of responsibility for financial liabilities in excess of such limits. CONTRACTOR shall pay all deductibles and self-insured retentions, including defense costs, applicable to the insurance.

Prior to commencement of any Work, CONTRACTOR shall furnish COMPANY with Certificates of Insurance, which document that all coverages and endorsements required by this Article have been obtained. CONTRACTOR shall obtain renewal certificates as and when necessary and copies thereof shall be forwarded to COMPANY as soon as same are available and in any event prior to the expiration of the policy so renewed. These certificates shall provide that the insurer shall give thirty (30) days written notice to COMPANY prior to change or cancellation of any policy. In no event shall COMPANY's acceptance of an insurance certificate that does not comply with this paragraph constitute a waiver of any requirement of this Article.

9.1.7 Subcontractors

CONTRACTOR shall require all its subcontractors to provide statutory Workers' Compensation insurance coverage. To the extent not provided for by the subcontractors and not covered by CONTRACTOR's insurance, deficiencies shall be the sole responsibility of CONTRACTOR.

ARTICLE 10 – SAFETY

10.1 CONTRACTOR shall perform all work in such manner as to cause a minimum of interference with Company's operations and shall conduct its work in accordance with the then currently acceptable industry safety standards to maintain adequate protection of persons and property during CONTRACTOR's performance hereunder. CONTRACTOR will perform its duties in a safe manner and will have in effect and will enforce a set of safety and loss prevention standards which comply with all laws, and CONTRACTOR MINIMUM SAFETY REQUIREMENTS, as may be amended or modified from time-to-

time, attached hereto as Exhibit C. Prior to commencement of each Work, CONTRACTOR shall inspect the premises and facilities on which said work is to be performed in order to be apprised of any and all apparent risk incident thereto. Upon completion of the work, CONTRACTOR shall leave the premises clean and free of all waste materials and rubbish. CONTRACTOR agrees to limit smoking and the use of heat and/or fire implements, including welding and torch cutting tools, to such locations and occasions as are specifically authorized in writing by Company.

ARTICLE 11 – CONTROLLED SUBSTANCE ABUSE POLICY

- 11.1 The Company maintains a drug and alcohol free workplace. CONTRACTOR acknowledges that it has been advised and agrees to advise all its employees, subcontractors, agents and business invitees of any subcontractor, agent, or business invitee, of the following safety regulations or policies concerning controlled substances (alcohol, misuse of prescription drugs and illegal drugs):
- (a) It is the policy of Company that the use, possession, sale, transfer, purchase, or the presence in one's system of a controlled substance on Company property is prohibited;
 - (b) CONTRACTOR is to have in place a drug and alcohol free workplace policy;
 - (c) Entry onto Company property constitutes consent to an inspection of the person (including, but not limited to, the taking of a urine sample) and personal effects, as well as any vehicle(s) when entering or leaving Company property, and;
 - (d) Any person who is found in violation of the policy or who refuses to permit an inspection may be removed and barred from Company's property, at the sole discretion of Company.

ARTICLE 12 – ACCIDENT REPORTS

- 12.1 All accidents must be reported. In the event an accident involving the property, equipment, or personnel of CONTRACTOR, Company, or any third party occurs on Company's property, or which arises out of, results from or is in any way connected with CONTRACTOR's work or presence upon Company's property or other activities pursuant to this Contract, CONTRACTOR shall immediately report such accident to Company's designated representative set forth in Article 25 hereof. In addition, a written report of such accident must be prepared by CONTRACTOR and delivered to Company's representative within 24 hours after CONTRACTOR becomes aware of each such accident. This report should contain factual information only and should not contain opinion, speculation, or supposition as to fault, liability, or prevention. CONTRACTOR shall also provide Company with a copy of each and every report of each such accident, including statements or other investigative material or documents which CONTRACTOR completes, or is required to submit, or does submit, to any entity other than Company, including without limitation, any governmental agency or body, CONTRACTOR's insurers, or others.

ARTICLE 13 - LIENS

- 13.1 Where required by COMPANY, progress payments and the final payment shall be substantiated by notarized lien affidavits and lien waivers evidencing that all suppliers, subcontractor's and laborers have been paid in full for Work performed and materials furnished, up to and including the date(s) of such affidavits. COMPANY shall not be obligated to make any payment for Work performed until requested affidavits and lien waivers are received.
- 13.2 CONTRACTOR shall keep the Work free and clear of all liens. CONTRACTOR shall promptly and satisfactorily settle all claims, including lien claims of its subcontractors, for labor performed and supplies or materials furnished in connection with such Work. In the event CONTRACTOR fails or refuses to promptly and satisfactorily settle all such claims, COMPANY shall, after so notifying CONTRACTOR in writing, have the right to settle such claims on behalf of and for the account of CONTRACTOR, and deduct the amount

from the contract price. Alternatively, COMPANY shall have the right to hold all sums due or to become due CONTRACTOR, without interest, until satisfactory evidence is furnished to it that all such claims and liens have been settled and released.

ARTICLE 14 - TERMINATION

- 14.1 COMPANY shall have the right to terminate this Contract or the Work in whole or in part, without cause, at any time by notice in writing to CONTRACTOR. Upon receipt of any such notice, CONTRACTOR shall cease all Work as provided in said notice and this Contract or the Work shall terminate effective as of the date such notice is received by CONTRACTOR. COMPANY shall assume all obligations and shall be entitled to all privileges of CONTRACTOR in connection with any Work Order(s) issued prior to the termination of this Contract, including any contract, which CONTRACTOR has entered into for the supply of services, equipment, or materials. In the event COMPANY terminates this Contract during CONTRACTOR's performance of Work under a Work Order, the total settlement price through the date of cancellation shall be valued at rates and prices consistent with the amounts applicable to the Work or, if on a cost reimbursable basis, consistent with the time and material rates under this Contract. In no event shall CONTRACTOR be entitled to anticipated profits or any damages because of such termination. CONTRACTOR will not be permitted to terminate this Contract while any Work under outstanding Work Order(s) is not complete.

ARTICLE 15 - SUSPENSION

- 15.1 COMPANY shall have the right to suspend all or any part of the Work at any time and for any reason not defined in Article 21 as "force majeure" by giving written notice of suspension to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately take such measures as are, in the opinion of COMPANY's Representative, necessary or appropriate in order to effect such suspension and to safeguard and store the Work or part thereof during the period of suspension. In the event of suspension, COMPANY shall pay CONTRACTOR all reasonable and verifiable additional costs incurred in effecting suspension and in safeguarding and storing the Work or part thereof.
- 15.2 Upon termination of any such suspension, CONTRACTOR agrees to re-commence the Work under the terms and conditions of the Contract.

ARTICLE 16 - AUDIT RIGHTS

- 16.1 CONTRACTOR agrees to retain all records and accounts related to charges or CONTRACTOR invoices for a period of at least three (3) years from the completion date of any Work performed pursuant to this Contract.
- 16.2 CONTRACTOR shall permit COMPANY access to, either in the field or at the home office, for review and audit, at all reasonable times, all records and accounts relating to costs and expenses invoiced to COMPANY under this Contract, including, but not limited to, DOT and OSHA records and reports, supporting documentation, and all reimbursable costs and expenses for the Work.
- 16.3 CONTRACTOR shall respond in writing to COMPANY within thirty (30) days of submission by COMPANY of its audit findings. CONTRACTOR shall work diligently with COMPANY to resolve any differences with respect to the audit. Any adjustments or payments which must be made as a result of any such audit, inspection or examination of CONTRACTOR's invoices and/or records shall be made available within thirty (30) days of resolution of any adjustments to be made.

ARTICLE 17 - CONFIDENTIALITY

- 17.1 All information obtained by the CONTRACTOR in the performance of this Contract not in the public domain shall be considered confidential by CONTRACTOR. CONTRACTOR agrees to prevent information and data which it or its employees, agents or subcontractors obtained, directly or indirectly, concerning the Work, the Work site, or any of COMPANY's property, plans or operations, from being disclosed to others without the prior written consent of COMPANY. CONTRACTOR will use the information solely for performance of the Work and for no other purpose. CONTRACTOR will not make or consent to publicity releases or announcements concerning this Contract or CONTRACTOR's participation in the Work. CONTRACTOR shall not take photographs of the Work site or any of COMPANY's property without first obtaining COMPANY's written consent. CONTRACTOR shall require each of its subcontractors and agents to agree to the same limitations and obligations provided for in this paragraph. The provisions of this paragraph shall remain binding obligations on CONTRACTOR until the earlier of the date which is five (5) years after the expiration or termination of this Contract or the date the confidential information has become part of the public domain by means other than disclosures or releases prohibited by this Contract.
- 17.2 Upon completion of the Work under this Contract, CONTRACTOR will (i) return all originals and copies of the confidential information to COMPANY, (ii) destroy any documents, reports, or drawings developed by CONTRACTOR and embracing confidential information of COMPANY, and (iii) remove from computer memory all of said confidential information therein residing.

ARTICLE 18 - PROPRIETARY RIGHTS

- 18.1 To the extent that the "work made for hire" rule under the Copyright Act of 1976 applies, CONTRACTOR acknowledges and agrees that the product of all Work by CONTRACTOR for COMPANY is a work made for hire and, as such, all rights in the Work belong to and are assigned to COMPANY. In addition, if the "work made for hire" rule under the Copyright Act of 1976 does not apply, CONTRACTOR agrees and hereby acknowledges that all rights in such Work are assigned and belong to COMPANY, and CONTRACTOR agrees to execute all documents requested by COMPANY to effect such assignment. CONTRACTOR specifically acknowledges and agrees that all right, title and interest in and to the product of all Work, including copyright of computer software and related work, is assigned to COMPANY.
- 18.2 All drawings, flow diagrams, sketches, specifications, computer programs and printouts, computer data or other records, regardless of form (hereinafter collectively referred to as "Records"), prepared by CONTRACTOR under the provisions of this Contract, shall be the property of COMPANY and may be used by COMPANY for any purpose. As part of the fulfillment of this Contract, CONTRACTOR shall deliver to COMPANY physical possession of all Records upon completion of the Work, or in the event the Work is terminated for any reason, then immediately upon such termination of the Work.

ARTICLE 19 - COMPLIANCE WITH LAWS, ENVIRONMENTAL LAWS AND REGULATIONS

- 19.1 CONTRACTOR will fully comply with all applicable laws and regulations pertaining to working conditions including, but not limited to, workers' compensation, social security, federal, state and local income tax withholding, unemployment insurance, the Occupational Safety and Health Act, the Immigration Reform and Control Act of 1986, the Americans with Disabilities Act, and all applicable federal, state and local laws including without limitation those laws affecting employment, business opportunities, and the environment. CONTRACTOR is responsible for the timely payment of any and all employment-related taxes with respect to Work performed by CONTRACTOR. In the event that CONTRACTOR's employees or its subcontractors' employees are deemed to be COMPANY employees by any government authority, CONTRACTOR shall reimburse COMPANY for any corresponding taxes or fees paid by the COMPANY.

- 19.2 CONTRACTOR acknowledges receipt of, has read and understands, and shall abide by COMPANY POLICIES APPLICABLE TO CONTRACTORS, a copy of which is attached as Exhibit A. COMPANY may amend Exhibit A from time-to-time at its sole discretion.
- 19.3 CONTRACTOR acknowledges receipt of, has read and understands, and shall abide by Exhibit B made a part hereof, covering certain Equal Opportunity Certifications and Agreements applicable to business and operations.
- 19.4 CONTRACTOR also acknowledges receipt of, and shall abide by COMPANY's Contractor Safety Rules and Procedures Manual, if applicable, while performing any Work hereunder.
- 19.5 CONTRACTOR expressly guarantees that for all tools, materials and equipment to be furnished and used, and for all work and labor to be performed under the terms of this Contract and in every activity connected therewith, CONTRACTOR shall comply fully with all applicable Federal, State and local laws, ordinances, rules and regulations, and shall furnish Company evidence of such compliance as COMPANY may require at any time. If the services rendered under this Contract are licensed by the State in which the work is to be performed, CONTRACTOR must obtain and maintain the State license and **must** submit a copy to Company prior to the performance of work covered by this Contract.
- 19.6 CONTRACTOR agrees that all products furnished or work performed shall be in compliance with all applicable Federal, State and local laws and regulations respecting the environment, including, but not limited to, the Clean Air Act, the Toxic Substance Control Act, the Safe Drinking Water Act, the Comprehensive Environmental Response, Compensation and the Liability Act, the Superfund Amendments and Reauthorization Act, the Environmental Planning and Community Right-To-Know Act, the Oil Pollution Act of 1990, the Clean Air Act Amendments of 1990, the Migratory Bird Treaty Act, the Endangered Species Act, and the Resource Conservation and Recovery Act. The handling of any solid or hazardous waste subject to the Resource Conservation and Recovery Act shall be in compliance with EPA Regulations at Parts 260 through 265, and Parts 122 through 125 of Title 40, Code of Federal Regulations, and any other applicable regulation under the Resource Conservation and Recovery Act, CONTRACTOR agrees at all times in performance of the work hereunder, to abide by all the Federal, State, and local laws listed above as said laws or regulations may be amended from time-to-time subsequent to the effective date of this Major Service Contract and all other laws, orders, rules and regulations, prescribed by any governmental body having jurisdiction.

ARTICLE 20 - INDEPENDENT CONTRACTOR

- 20.1 CONTRACTOR is an independent CONTRACTOR with the right to supervise, manage, control, and direct the manner and methods for performing the Work. COMPANY is interested only in the results to be obtained; provided, however, the COMPANY shall be entitled to review and inspect the Work.
- 20.2 Right of Removal. COMPANY shall have the right to request removal from services hereunder any employee(s) of CONTRACTOR who in COMPANY's sole opinion, has engaged in improper conduct, is not performing in a satisfactory manner or is not qualified to perform assigned work. CONTRACTOR shall promptly comply with such request.

ARTICLE 21 - FORCE MAJEURE

- 21.1 The term "*force majeure*", as used herein, shall mean an unforeseen event or occurrence beyond the reasonable control and without the fault or negligence of the affected party including, but not limited to, earthquakes, inclement weather, fire, explosions, malicious mischief, insurrection, riot, strikes, lockouts, boycotts, picketing, labor disputes or disturbances (excluding strikes, lockouts, boycotts, pickets, labor disputes or

disturbances or other industrial disputes or action involving the CONTRACTOR or CONTRACTOR's employees or its subcontractors or vendors or any of their employees), acts of the public enemy, war (declared or undeclared), compliance with any order or directive of any governmental agencies or authorities or representatives of any government acting under claim or color of authority, loss of transportation facilities ordinarily available to and used by a party in the performance of the obligations imposed by this Contract; where such event, occurrence or compliance would render the affected party's performance illegal or physically impossible.

- 21.2 Neither CONTRACTOR nor COMPANY shall be under any obligation or subject to any liability for failure to carry out respectively the terms and provisions of this Contract during the time and to the extent that such failure is due solely to *force majeure*. The party affected by *force majeure* must give notice stating the time of occurrence and full particulars of the *force majeure* in writing to the other party as soon as possible after the occurrence of the *force majeure*. The obligation of the party giving notice of *force majeure* shall be suspended during the continuance of the *force majeure* event. Nothing in this Article shall be construed to relieve either party of its obligation to pay monies due under the Contract.

ARTICLE 22 - SUBCONTRACTING AND ASSIGNMENTS

- 22.1 CONTRACTOR may subcontract any part of the Work with prior written approval of COMPANY, but CONTRACTOR shall not be relieved of or released from, any of its obligations or responsibilities under this Contract. For purposes of this Contract, Work performed by subcontractors shall be deemed to be Work performed by CONTRACTOR. If requested, CONTRACTOR shall provide COMPANY with an executed copy of each subcontract and purchase order issued by CONTRACTOR for the performance of the Work. CONTRACTOR shall ensure that the terms and conditions of any such subcontract or purchase order shall comply with and correspond to the terms and conditions of this Contract. Changes in subcontractors, nature of Work sublet, or scope of Work sublet shall also be subject to the prior written approval of COMPANY.
- 22.2 Neither this Contract nor any rights thereunder shall be assignable by CONTRACTOR without the prior written consent of the COMPANY and any such assignment without COMPANY's prior written consent will be void as to COMPANY.

ARTICLE 23 - GOVERNING LAW

- 23.1 The validity, interpretation and performance of this Contract shall be governed and construed in accordance with the laws of the state where the COMPANY's site is located as referenced in the applicable Work Order without reference to the choice of law doctrine of such state.

ARTICLE 24 – PERMITS

- 24.1 Prior to commencing any activities contemplated under this Major Service Contract, CONTRACTOR warrants that it shall obtain and maintain all permits, bonds, and licenses that CONTRACTOR is required by law to obtain in connection with performance of work covered herein and CONTRACTOR shall, upon request, provide copies of said permits, bonds and licenses to COMPANY.

ARTICLE 25 – NOTICES

- 25.1 All statements, insurance certificates and other routine correspondence shall be sent to Company by registered or certified mail, postage prepaid, return receipt requested, or delivered in person or by commercial courier or sent by facsimile to:

**Plains Marketing, L. P.
333 Clay Street, Suite 1600
Houston, Texas 77002
Attn: Kelly M. Tarr, Land & Contracts
Facsimile: 713-289-7422**

- 25.2 No legal notice required or permitted hereunder concerning a claim or breach arising hereunder or notice of termination shall be valid unless given in writing and shall be deemed to have been validly given only if delivered in person or sent by registered or certified mail, postage prepaid, return receipt requested, facsimile or commercial courier to:

**Plains Marketing, L.P.
333 Clay Street, Suite 1600
Houston, Texas 77002
Attn: Lawrence J. Dreyfuss, Vice President
and Associate General Counsel
Facsimile: 713-646-4216**

ARTICLE 26 - ENTIRETY OF CONTRACT

- 26.1 This Contract, any Work Order issued hereunder and attachments to this Contract or any Work Order represent the entire understanding and agreement between the parties hereto and supersedes any and all prior contracts, whether written or oral, that may exist between the parties regarding the Work. No terms, conditions, prior course of dealings, course of performance, usage or trade, understandings, purchase orders, or contract purporting to modify, vary, supplement or explain any provision of this Contract shall be effective unless in writing and signed by representatives of both parties authorized to amend this Contract.
- 26.2 This Contract may be amended or modified only by written amendment signed by both parties. Any attempt by either party, through a Work Order, purchase order, invoice, or other document, to vary in any degree any of the terms of this Contract shall be deemed immaterial and shall be void, unless this provision is expressly waived in an amendment executed as specified hereinabove.

ARTICLE 27 - SEVERABILITY

- 27.1 The provisions of this Contract are severable, and if any clause or provisions hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision in this Contract in any jurisdiction. Any such clause or provision held invalid or unenforceable, in whole or in part, to the extent permitted by law, shall be restricted in applicability or reformed to the minimum extent required for such clause or provision to be enforceable.

ARTICLE 28 - BINDING EFFECT

- 28.1 All rights conferred by this Contract shall be binding upon, inure to the benefit of, and be enforceable by or against the respective successors and assigns of the parties hereto.

ARTICLE 29 - HEADINGS

29.1 The subject headings in this Contract are for convenience only and are not determinative of the substance of the subject clause.

ARTICLE 30 - WAIVER

30.1 Any waiver by either party of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing and signed by the parties. COMPANY's consent to delay in the performance by CONTRACTOR of any obligation shall not be applicable to any other obligation. Delay in the enforcement of any remedy in the event of a breach of any term or condition, or in the exercise by either party of any right, shall not be construed as a waiver of such remedy or right.

ARTICLE 31 - ETHICAL BUSINESS PRACTICES

31.1 No director, officer, employee or agent of CONTRACTOR shall give or receive any commission, fee, rebate, or gift, except those articles of nominal value given as sales promotion or holiday remembrances, or the value of reasonable entertainment consistent with local social and business custom, or enter into any business arrangement with any director, employee or agent of COMPANY without prior written notification thereof to COMPANY. CONTRACTOR shall promptly notify COMPANY of any violation of this paragraph and any consideration received as a result of such violation shall be paid or credited to COMPANY.

31.2 CONTRACTOR shall disclose in writing and shall assist COMPANY in identifying any financial transactions between any employee of COMPANY, including family members, and CONTRACTOR, its officers, directors, shareholders/owners and employees.

ARTICLE 32 - SURVIVAL

32.1 Except as otherwise provided herein warranties, covenants and obligations at Articles 7, 8, 13 and 14 shall survive termination or cancellation of this Contract, regardless of the reason for such termination or cancellation, and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract as of the day and year first above written.

**EAGLE CONSTRUCTION
& ENVIRONMENTAL SERVICES, LP**

**PLAINS MARKETING, L. P.
By Plains Marketing GP Inc.,
Its General Partner**

By: 



Printed Name: Marc Walraven

Printed Name: Mark J. Gorman

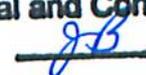
Title: Vice President

Title: Senior Vice-President - Operations

Date: 9/04/08

Date: 9/22/08

Taxpayer ID #: 74-2366144

**Approved as to form
and content by
Legal and Contracts**


Approved as to form
and content by
Legal and Contracts

Exhibit A

COMPANY POLICIES
APPLICABLE TO CONTRACTORS

CONTRACTOR agrees to comply as follows:

- (I) **(No Smoking Policy)**. To require its employees, subcontractors, agents and representatives to adhere to COMPANY's No Smoking Policy. The Policy generally prohibits smoking in COMPANY's buildings and on COMPANY's property except as otherwise designated.
- (II) **(Anti-Harassment Policy)**. To require its employees, subcontractors, agents and representatives to adhere to COMPANY's Anti-Harassment Policy while on the premises or engaged in COMPANY business. The Policy prohibits all forms of harassment, including sexual harassment, which create an intimidating, hostile or offensive working environment.
- (III) **(Weapons Policy)**. To require its employees, subcontractors, agents and representatives to adhere to COMPANY's Weapons Policy. The Policy strictly prohibits the use, possession or concealing of any weapons, whether licensed or not and including all firearms and explosives, while on COMPANY's premises.

COMPANY reserves the right to conduct personal searches at any time. COMPANY intends to use personal searches when it believes the Policy may have been violated and/or for the purpose of deterrence and assurance that there is compliance with this Policy.

- (IV) **(Safety and Security Policy)**. To establish, administer, and enforce safety rules and procedures and shall require its employees, subcontractors, agents and representatives to adhere to COMPANY's Safety and Security Policies.
- (V) **(Drug and Alcohol Policy)**. To notify its employees, subcontractors, agents and representatives of COMPANY's Drug and Alcohol Policy which prohibits CONTRACTOR's employees, subcontractors, agents, and representatives from:
 - A. using, possessing, distributing, purchasing or selling drugs or alcohol while on COMPANY premises or while engaged in COMPANY business, including travel to and from a particular work area or areas;
 - B. reporting to and/or performing work for the COMPANY with unauthorized drugs or alcohol in excess of the Policy limit (.04% B.A.C.) in their body; or
 - C. refusing to submit to routine searches of their person, their personal property, and COMPANY or CONTRACTOR assigned property, while entering on or leaving COMPANY premises.

CONTRACTOR agrees to remove and replace, for the purposes of fulfilling its obligations to the COMPANY under this Contract, any of its employees, subcontractors, agents and representatives found to be in violation of its own anti-drug plan and/or COMPANY's Drug and Alcohol Policy, or those that the COMPANY believes to be in violation of the Drug and Alcohol Policy whose compliance with the Policy cannot be certified to by CONTRACTOR based upon laboratory testing acceptable to the COMPANY.

The following paragraphs addressing contractor drug testing policies and procedures are not applicable to contractors providing non-safety sensitive activities and/or services. Contractors providing non-safety activities and/or services (including but not limited to labor, equipment and materials) under the terms and conditions of this Contract are not required to have their own drug testing policies and procedures in place. However, while performing said services for COMPANY, contractor and its employees, agents and representatives are required to comply with the COMPANY's applicable Drug and Alcohol policies, as outlined herein.

COMPANY shall be solely responsible for determining whether or not any particular contract services or activities are considered safety sensitive with respect to whether or not a specific contractor must have its own drug and alcohol misuse and prevention program in place.

If applicable, CONTRACTOR certifies that all of its employees, subcontractors, agents and representatives who may perform work covered by this Contract are subject to Laboratory Testing Provisions which are substantially equal to COMPANY's Policy in all respects (COMPANY's Laboratory Testing Provisions are described in paragraphs 1 through 4 listed below). CONTRACTOR agrees to permit COMPANY, or its authorized representative, access to CONTRACTOR's property and records, without prior notification, for the purposes of examining/auditing CONTRACTOR's policies, practices and procedures pertaining to this requirement. Any deficiencies, as determined by COMPANY, can result in CONTRACTOR being removed from the work and/or being required to implement specified modifications prior to proceeding with work.

A. The facilities performing the test (laboratory analysis) shall be properly licensed and fully accredited.

B. COMPANY conducts drug and alcohol testing under the following circumstances:

1. Pre-employment Testing - All applicants for employment are required to submit to Laboratory Testing following their acceptance of a contingent job offer and prior to beginning work (drug screen only).
2. Reasonable Suspicion Testing - Undertaken when responsible officials have reasonable suspicion to believe an employee is in violation of COMPANY's Policy. For example, Laboratory Testing may be conducted in connection with a search if contraband is found in common areas and ownership cannot be determined; if an employee's performance, involvement in an accident, actions or appearance leads local management to believe there may be a violation of the Policy; or if an employee is charged with or being investigated in connection with a drug-related or alcohol-related criminal offense. The foregoing examples are not meant to be exclusive; other circumstances may arise which would constitute reasonable suspicion to request Laboratory Testing.
3. Random Testing - All employees performing work in safety sensitive positions at all COMPANY locations are subject to random drug and alcohol testing as outlined below, with the exception of employees who are covered by a D.O.T. random testing program.

COMPANY defines a safety sensitive position as one in which requires that the employee perform the duties which are related to the safe operation or security of a facility or a piece of equipment and which, if not performed properly, could result in a serious safety risk or environmental hazard to employees, a facility, or the general public. All employees who have the direct responsibility of supervising employees who perform such duties are considered as occupying a safety-sensitive position.

Random Testing will be conducted at an annualized rate of 25% for those who work on pipelines and associated equipment and at 50% for those who fall under FHWA regulations.

4. Return to Work Testing - Employees who are permitted to return to work following a positive laboratory test or other Policy violation and/or rehabilitation are subject to Laboratory Testing as determined by Health Services, and as outlined in a Return to Work Agreement.
5. Aviation Department Testing - Employees in COMPANY's Aviation Department are subject to periodic unannounced testing at least once per year.

6. Government Required Testing - Employees will be required to submit to Laboratory Testing as required by the U.S. Department of Transportation or by other federal, state or local governmental agencies.

C. Definitions Contained in COMPANY's Policy

1. Company

"COMPANY" shall mean **Plains Marketing, L. P.** and any of **its Affiliates** which are listed herein.

2. Unauthorized Drugs

For the purpose of this Policy, the term "Unauthorized Drugs" shall mean any substance, other than an Authorized Substance, which is, or has the effect on the human body of being, a narcotic, depressant, stimulant, hallucinogen, or cannabinoid, their precursors, derivatives, or analogues, and includes, but is not limited to, those substances scheduled as controlled substances pursuant to the Federal Controlled Substances Act, inhalants, "designed drugs", and "look-a-likes".

3. Authorized Substances

Substances having a physiological, psychological, or biochemical effect which are lawfully prescribed or which are available without a prescription, which are lawfully obtained by an employee and which an employee possesses and uses in the appropriate manner, in the dosages and for the purposes for which the substances were prescribed or manufactured, are considered "Authorized Substances" for the purposes of this Policy. In the case of alcohol, such is excluded from this definition to the extent its possession or consumption places an employee in violation of the "Alcohol Policy".

4. Company Premises

"Company Premises" includes, but is not limited to, **Plains Marketing, L. P. and Its Affiliates** owned, rented, used, or leased property, including lodging furnished or paid for by the COMPANY; COMPANY work site locations, offices, and/or parking lots; or COMPANY owned, leased, or rented vehicles, aircraft, vessels, or equipment.

5. Alcohol

"Alcohol" includes, but not limited to, distilled spirits, liquor, beer, wine, malt liquor or any other intoxicants used for beverage purposes.

6. Under the Influence of Alcohol

"Under the Influence" shall mean that an individual is affected by Alcohol in any detectable manner. Evidence of being under the influence may be established by a professional or lay person's opinion, a physiological test/analysis, or a biochemical test/analysis. An "Under the Influence" determination is not limited to nor must it consist of evidence of impairment of physical or mental ability or misconduct. An employee whose blood alcohol content is found to be equivalent to or greater than the governmentally recognized level for being under the influence shall be presumed to be Under the Influence of Alcohol.

7. Blood Alcohol Content

Additionally, an employee whose blood alcohol level content is determined during work hours to be equivalent to or greater than .04 percent Blood Alcohol Content will be in violation of this Policy.

8. Contraband

"Contraband" for purposes of this Policy shall mean drug paraphernalia.

9. Laboratory Testing

"Laboratory Testing" includes, but is not limited to, a physiological test/analysis or a biochemical test/analysis, including urinalysis, breath analysis, and blood analysis.

10. Personal Search

"Personal Search" includes a search of employees' personal property located on COMPANY Premises, including but not limited to, their personal effects, lockers, baggage, desks, lunch boxes, containers, purses, billfolds, parcels; private vehicles if on COMPANY Premises and living quarters, if furnished or paid for by the COMPANY; any COMPANY property assigned to employees; and a limited search of the person.

11. Policy Violations

COMPANY considers any of its employees who have a positive drug test result; have a blood alcohol content .04% or higher during working hours; possess prohibited materials, fail to cooperate with COMPANY requests for testing and/or searches; or who otherwise violate any provision of its Policy are subject to severe disciplinary action up to and including discharge for the first violation.

D. Resource Listing

American Council for Drug Education	800-488-DRUG
Compliance Services	318-457-2443
DISA Contractors Consortium	800-752-6432
Drug Regulations Compliance, Inc.	318-868-7569
Institute for a Drug Free Workplace	202-842-7400
National Clearinghouse for Alcohol & Drug Information Workplace Helpline	800-843-4971
National Institute on Drug Abuse	301-443-6245
Pipeline Testing Consortium, Inc.	316-669-8800
DOT 49CFR, Parts 192, 195 & 199	

EXHIBIT B

I. EQUAL OPPORTUNITY
 (applicable to all contracts and purchase
 orders in excess of \$10,000)

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**II. EQUAL OPPORTUNITY FOR WORKERS
 WITH DISABILITIES**
 (applicable to all contracts and purchase
 orders in excess of \$10,000)

- (1) The contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the contractor;
 - (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

- (viii) Activities sponsored by the contractor including social or recreational programs; and
 - (viii) Any other term, condition, or privilege of employment.
- (2) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 - (3) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 - (4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
 - (5) The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
 - (6) The contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**III. AFFIRMATIVE ACTION FOR DISABLED
AND VIETNAM ERA VETERANS**
(applicable to contracts and purchase
orders in excess of \$10,000)

- (a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The contractor agrees to list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).
- (c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- (d) The reports required in paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of non-disabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

- (e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.
- (f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
- (g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside his own organization for that opening.
- (h) As used in this clause:
 - (1) "All employment openings" includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
 - (2) "Appropriate office of the state employment service system" means the local office of the Federal-state national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.
 - (3) "Positions that will be filled from within the contractor's organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- (i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (j) In the event of a contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.
- (l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
- (m) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

IV. EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(applicable to all contracts containing the clause "Affirmative Action for Disabled and Vietnam Era Veterans")

- (a) The contractor shall report at least annually, as required by the Secretary of Labor, on:
 - (1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workplace of the contractor by job category and hiring location; and
 - (2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.
- (b) The above items shall be reported by completing the form entitled *Federal Contractor Veterans' Employment Report VETS-100*.
- (c) Reports shall be submitted no later than September 30 of each year.

- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period July 1 through September 1 of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.
- (f) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

**V. UTILIZATION OF SMALL, SMALL
DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN
(applicable to contracts in excess of \$500,000)**

Where required by the Contracting Officer and applicable regulations, the subcontractor shall agree to submit and negotiate a subcontracting plan which separately addresses subcontracting with small business concerns, with small disadvantaged business concerns and with women-owned small business concerns. The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

VI. DRUG-FREE WORKPLACE

(applicable to contracts of any dollar value if the
contract is with an individual, otherwise applicable to contracts in excess of \$100,000, except contracts
for the acquisition of commercial items)

- (a) Definitions. As used in this clause--

Controlled substance means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

Drug-free workplace means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

Employee means an employee of a Contractor directly engaged in the performance of work under a Government contract. *Directly engaged* is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

Individual means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) The Contractor, if other than an individual, shall--within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration); or as soon as possible for contracts of less than 30 days performance duration--
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish an ongoing drug-free awareness program to inform such employees about--
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
 - (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
 - (iii) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
 - (5) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - (6) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

EXHIBIT C

CONTRACTOR MINIMUM SAFETY REQUIREMENTS

NOTE: The following information is intended to set forth the minimum safety requirements expected by Company from its Contractors (including their subcontractors) in the performance of their obligations hereunder. Each Contractor shall be responsible for ensuring that its subcontractors comply with all of the following requirements. It is at all times the responsibility of each Contractor to implement and enforce any additional safety practices that may be necessary for the safe performance of operations by Contractor personnel and its sub-contractors. Additional job or site specific requirements may be specified by Company Management in its sole discretion as necessary to assure the safety of all persons involved with such operations.

A. PRE-JOB MEETING

Complete understanding of the safety and health requirements of the job are critical to the overall success of the project. After awarding of bids, Contractor(s) may be required to attend a pre-job meeting to discuss Contractor and subcontractor safety requirements and job site safety/hazard information. Contractor shall, at each work location, assign one of its employees, agents or subcontractor's as the "Person in Charge" for the purposes herein identified and stipulated.

B. REPORTING TO WORK:

All Contractor personnel shall report to the appropriate Company representative upon arrival at a work location. Contractor Management shall assure that Contractor personnel are given safety orientations for familiarization with potential job site hazards and emergency procedures specific to the current work location.

C. ACCIDENT, INJURY AND ILLNESS REPORTING PROCEDURES:

All work-related accidents, injuries and illnesses shall be reported immediately, or as soon as is safely possible, to the appropriate Company representative. It is the responsibility of the Contractor's designated person-in-charge to ensure that all accidents on the property or leases of Company involving death, personal injury or illness, fire and/or explosions, property damage, hazardous material spills and vehicles are reported both to Company and to all applicable Federal, State and local governmental bodies and agencies having jurisdiction thereof. Contractor shall provide to the Company, upon request, a list of any recordable injuries (as defined by 29 CFR 1904) that occurred on Company property.

D. CONTRACTOR RESPONSIBILITIES:

1. Contractor shall designate a person-in-charge for administration of these requirements. For contracts involving twenty-five (25) or more contract workers on work location, Contractor shall designate or provide a full-time Site Safety Representative to enforce Company and Contractor's safety requirements.
2. Contractor is to assure that all Contractor personnel are qualified and trained to perform contracted services.
3. Contractor is to provide its personnel with proper and well-maintained equipment, tools and personal protective equipment necessary for the particular job being performed, unless otherwise specified by Contract language.

4. Contractor is to adhere to all applicable Federal, State and local regulations pertaining to a particular operation for which its services are contracted.
5. Contractor is responsible for ensuring that all operations are conducted in a safe manner, and for promptly correcting and reporting to Company and Contractor's employees and subcontractors all known or suspected hazards or unsafe conditions.
6. Contractor is to instruct its personnel to report any known or suspected hazards or unsafe conditions to his/her immediate supervisor.
7. Contractor shall immediately notify the appropriate Company representative if known or suspected hazards or unsafe conditions involve Contractor or Company equipment/personnel.
8. Contractor shall provide to the Company, upon request, a copy of the Contractor's written Injury and Illness Prevention Plan (IIPP) or other written safety program and policy, if required, under Federal, State, or local regulatory agency.
9. Contractor is to assure the work area is maintained in a clean and orderly fashion.

E. PERSONAL PROTECTIVE EQUIPMENT:

This section lists general personal protective equipment requirements for Contractors and Subcontractors working at Company field or plant locations. Company Operations Management may require additional job-specific or site-specific personal protective equipment as necessary to assure the safety of all persons involved with such operations. Always refer to the Company's Personal Protective Equipment Plan for additional requirements at specific field or plant locations.

1. HEAD PROTECTION

It is the policy of the Company that, as a condition of employment, all contractors and visitors while on Company property shall wear hard hats except when in vehicles, in office buildings, or on the parking lots. All visitors shall be provided with a hard hat for temporary use while in the field.

All hard hats must meet ANSI Z89.1-1986 Class B or ANSI Z89.1-1997 Class E requirements for personal Protection – Protective Headwear for Industrial Workers. Metal hard hats are prohibited. The inside of the hard hat should have a label that indicates the following:

Manufacturer's Name ANSI Z89-1986 Class B	or	Manufacturer's Name ANSI Z89.1-1997 Class E
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2. FOOT PROTECTION

It is the policy of the Company that, as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear ANSI Z41-1991 Personal Protection – Protective Footwear[®] approved safety (steel toe) shoes to help prevent foot injuries, ankle injuries, slips, and falls.

All ANSI Z41 approved safety footwear is acceptable. A low heel is recommended for any worker required to climb ladders. Soles are to be slip, chemical, and oil resistant. A puncture resistant foot bed is recommended. Electrical workers should use safety footwear approved for electrical use. Since leather boots and shoes can absorb chemicals and other irritant substances, rubber boots should be worn when handling chemicals and other materials, which require protection from absorption.

3. EYE/FACE PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work and/or job assignments are required to wear ANSI Z87.1-1989, American National Standard Practice for Occupational and Educational Eye and Face Protection, approved safety glasses (with side shields),

goggles, and/or face shields to help prevent eye and face injuries including those resulting from flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or light radiation. All ANSI Z-87 approved eye protection will have AZ-87 stamped on the frames and AZ-87 or the manufacturer's code stamped on the lens. Face shields are never to be worn alone. When the activity requires the use of a face shield, approved safety glasses or goggles will be worn also.

4. **HEARING PROTECTION**

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in posted work areas or any area where the noise level exceeds 90 dBA are required to wear appropriate hearing protection.

Hearing protection should be worn in areas that are not posted if either of the following applies:

- a) There is a potential for temporary elevated noise level such as when high-pressure gases are released.
- b) If it is necessary to raise one's voice in order to talk to others at a distance of three (3) feet or less.

5. **PROTECTIVE CLOTHING**

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear clothing suited to the work, weather and environment in which they work. Cotton or wool clothing is preferable due to its natural resistance to fire and static electricity. The hazards present in the office are not the same as those found in the field. Office personnel should utilize good judgment when selecting work apparel.

Shirts shall be worn on the job. They shall be buttoned up the front and at the cuffs. Shirttails shall be tucked into the trousers. Shirtsleeves may be short or rolled up. Tank tops, short tops and sleeveless shirts are not permitted. Full-length pants are required. Shorts or cut-off jeans are not permitted. Loose, ragged, or defective clothing or shoes shall not be worn.

When working around moving or rotating machinery, DO NOT wear any of the following:

- Neckties
- Neck chains
- Gauntlet gloves or gloves that fasten around the wrist
- Loose or ragged clothes
- Handkerchiefs or rags tied in such a way that prevents their movement by one quick, easy pull.

Wearing jewelry such as earrings, rings, wristwatches, or neck chains on the job is discouraged and in some cases, not permitted because they can contribute to accidents or injuries.

Special protective clothing should be used where potential job hazards include:

- Exposure to hazardous chemicals
- Cuts from materials handled
- Other hazards that may be produced by special operations such as short-term exposure to heat or cold

Examples of activities in pipeline operation and maintenance activities that may require special protective clothing include:

- Welding operations
- Electrical work
- Hazardous material handling

(Note: When handling chemicals, follow the protective equipment requirements specified in the MSDS. Contact the Safety Department if you need assistance selecting protective equipment.)

6. HAND PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear gloves to help prevent hand injuries including cuts, burns, and chemical exposure, for example.

Rings shall be removed while at work in the field. Rings and wristwatches shall always be removed when working around energized electrical equipment and circuits or around moving or rotating equipment. Do not wear gauntlets or gloves that fasten around the wrist when working around moving or rotating equipment. Caution should be exercised when using other styles of gloves that might cause the hand to be pulled into a dangerous area.

Employees in the following designated work areas are required to wear protective gloves:

- Electricians
- Line Men
- Welders
- Welders' helpers
- Pipe fitters
- Pipe wrappers
- Chemical handling
- Those working around steam or hot equipment

7. FALL PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees exposed to unprotected work heights over six (6) feet shall use appropriate fall protection. Climbing and fall protection is provided in the workplace to minimize the risk of falls. Protection may be accomplished through the design of the facility and/or provision of personal safety gear. Fall protection equipment may include:

- Full body safety harnesses with appropriate lanyard(s)
- Safety climbs
- Personnel lifts
- Safety nets

8. RESPIRATORY PROTECTION EQUIPMENT

It is the policy of the Company that as a condition of employment, all contract and temporary employees exposed to atmospheres that are oxygen deficient (less than 19.5% O₂), contains asphyxiates (e.g., N₂ or CO₂), contains harmful concentrations of toxic contaminants (e.g., H₂S, NH₃, C₁₂, SO₂ or CO) or contain particulate contaminants (e.g., dust, fumes, chemical mist, smoke, etc.) shall use the appropriate respiratory protective equipment. Respiratory protective equipment and use will meet NIOSH and ANSI Z88.1 requirements.

Contractor Supervisors shall provide approved respiratory protective equipment for all exposed company employees. The correct type of respiratory shall be specified for each job. Contractor Supervisors shall ensure employees are properly trained in the use of the respiratory protective equipment. Contractors required to use respiratory protective equipment will have a written Respiratory Protection Policy in compliance with 29 CFR 1910.134.

Only an air-supplied respirator with an egress bottle shall be used in atmospheres immediately dangerous to life and health – 1DLH (containing harmful concentrations of toxic contaminants such as H₂S, NH₃, C₁₂, SO₂ or CO) or are oxygen deficient (areas that contain less than 19.5% oxygen). Air purifying respirators are not allowed for this kind of environment.

Inspections of all respiratory protective equipment shall be completed before each use including a check of the tightness of connections and the condition of the face piece, valves, connecting tubes and headbands. Cylinders are to be refilled with breathing air certified as Grade AD, or better. Never use pure oxygen in an industrial respirator. Rubber or other elastic parts shall be inspected for pliability and signs of deterioration.

9. PERSONAL FLOTATION DEVICES

Contractor's personnel working or traveling over water shall have access to an U.S.A Coast Guard-approved personal flotation device (PFD).

A personal flotation device (PFD) must be available when riding in a boat. The PFD must be worn when riding anywhere other than inside the cab of the boat. When riding or working in a small open boat, a PFD must be worn at all times.

When working within a platform guardrail, a PFD need not be worn. If the work is being done outside of the guardrail, or if there is no guardrail, each employee must be wearing a personal flotation device.

10. OTHER PERSONAL PROTECTIVE EQUIPMENT

In addition to the protective equipment described above, special situations may required the use of additional personal protective equipment. Each Contractor shall be solely responsible for recognizing when such equipment is required and shall be responsible to provide such equipment. Company Operations Management, at its sole discretion, may also specify additional personal protective equipment requirements.

F. CONTRACTOR PERSONNEL SAFE WORK PRACTICES

This section lists basic safe work practice requirements for Company field or plant locations. Company Operations Management at its sole discretion may require additional job-specific safe work practices as necessary to assure the safety of all persons involved with such operations.

1. SAFETY MEETINGS

Contractors and subcontractors are encouraged to conduct daily tailgate safety meetings to discuss the day's work assignments and proper safety precautions. Contractor personnel may attend Company on-the-job safety meetings when held at Company locations, at the discretion of the appropriate Company representative. Prior to beginning an unfamiliar, hazardous or major project, Contractor personnel will conduct a safety meeting to discuss safe procedures and work practices.

2. SMOKING

Smoking is absolutely prohibited at all facilities except in designated smoking areas.

3. SIGNS

Contractor personnel shall be familiar with and comply with signs posted throughout Company facilities.

4. LOCK-OUT/TAG-OUT

All Contractors are required to be familiar with and comply with Company site-specific lock-out/tag-out procedures while working on powered equipment, when performing confined space entry operations, breaking open lines or closed systems, or other operations where the control of potential hazardous energy releases is necessary for personnel safety. Said procedures shall be made available by Company representative as necessary and required.

5. **CONFINED SPACE ENTRY**

All Contractors performing work involving Confined Space Entry as defined by pertinent OSHA regulations shall be familiar and comply with Company site-specific confined space entry permit procedures. Confined space entry permits shall be issued by Company personnel ONLY, unless otherwise specified by Company Operations Management. All contract personnel involved in Confined Space Entry shall, if requested, demonstrate that they have completed a Confined Space Entry training program meeting 29 CFR 1910.145, or applicable State regulation, prior to performing any Confined Space Entry operations.

6. **HOT WORK/OTHER HAZARDOUS WORK**

All Contractors conducting Hot Work (including without limitation welding, cutting, grinding) or other Hazardous Work as defined by Company Operations Management are required to be familiar with and comply with Company site-specific Hot Work / Hazardous Work Permit Procedures. ONLY Company personnel shall issue Hot Work / Hazardous Work permits unless otherwise specified by Company Operations Management.

7. **HAZARD COMMUNICATION**

- a. Contractor shall be familiar with and comply with Company site-specific Hazard Communication Program requirements and procedures.
- b. Company will provide to Contractor, upon request, an appropriate Material Safety Data Sheet (MSDS) for hazardous chemicals or materials maintained on a specific site or sites by Company. Such hazardous materials or chemicals will be properly stored and marked in accordance with OSHA Hazard Communications Regulations (29 CFR 1910.1200).
- c. Contractor shall provide to Company, upon request, an appropriate MSDS for any hazardous material or chemical, which Contractor brings on site. Such hazardous materials or chemicals will be properly stored and marked in accordance with OSHA Hazard Communication Regulations (29 CFR 1910.1200).
- d. Contractor shall provide to Company, upon request, a copy of the contractor's written Hazardous-Communication Program, in compliance with 29 CFR 1910.1200 and/or local state OSHA regulations.

8. **PROCESS SAFETY MANAGEMENT**

All contractors performing work on or near a Company facility governed by the Process Safety Management regulations (29 CFR 1910.119) will document that they have completed Process Safety Management training prior to performing any work at that facility. Company Operations Management will provide guidelines to the Contractor for this training, if necessary.

9. **DEPARTMENT OF TRANSPORTATION**

All contractors performing work on or near a Company facility governed by the Department of Transportation regulations (49 CFR Parts 190-199 and/or 49 CFR Part 382) shall have in effect a Drug and Alcohol Prevention Plan which, at a minimum, meets the requirements of those regulations. In addition, if the Contractor provides services that are governed by these regulations, the Contractor must have in effect a current Drug and Alcohol Prevention Plan that meets the requirements of those regulations. Contractor shall provide to the Company, upon request, a copy of the Contractor's written Drug and Alcohol Prevention Plan for review. Contractors providing services governed by these regulations must provide proof of training for Qualified Individuals under their Drug and Alcohol Prevention Plan.

10. **HAZWOPER**

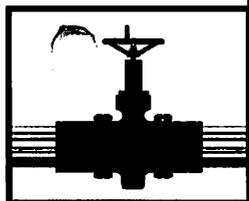
All Contractors performing work regulated by OSHA HAZWOPER regulations (29 CFR 1910.120) or D.O.T. Hazardous Material regulations (49 CFR Parts 171-181) shall demonstrate that its assigned personnel have completed a training program at or above the level required for the work performed.

11. **TRAINING**

Contractors are solely responsible for ensuring that their employees are trained in accordance with applicable Federal, State, or local safety and health regulations, and that such training is documented. Such documentation may be subject to review by Company at any time prior to, during, or after the completion of the work throughout the term of this Master Service Contract.

12. **OPERATOR QUALIFICATION PROGRAM**

Contractor acknowledges and agrees to comply with Company's OQ Program described in Exhibit D attached to this agreement and entitled "Operator Qualification Program" and "Covered Tasks". This would apply to all individuals performing covered tasks as described in Exhibit D whether or not they were employed by Company. Contractor, subcontractor, or any other entity performing covered tasks on behalf of the Company.



PLAINS MARKETING, L.P.

Contract No. 026450-02882-PMLP.2.17.R

REVISED MAJOR SERVICE CONTRACT PLAINS MARKETING, L. P.

333 Clay, Suite 1600
Houston, Texas 77002

THIS CONTRACT is entered into as of the 17th day of August, 2007, by and between **Plains Marketing, L. P.**, a Texas limited partnership, **and its Affiliates**, with a physical street address of 333 Clay, Suite 1600, Houston, Texas 77002 and a mailing address of P. O. Box 4648, Houston, Texas 77210-4648 (hereinafter "COMPANY") and **Garner Environmental Services, Inc.** with a mailing address of 1717 W. 13th Street, Deer Park, Texas 77536 (hereinafter "CONTRACTOR"). For purposes of this Contract, the term "COMPANY" includes Plains Marketing, L. P. and its Affiliates, including but not limited to Plains Pipeline, L.P., Plains Marketing Canada, L.P., Plains LPG Services, L.P. and Basin Pipeline Holdings, L.P., as listed above.

WITNESSETH:

THAT for and in consideration of the covenants, contract, terms, provisions and conditions hereinafter set forth, the parties do hereby mutually agree, each with the other, as follows:

ARTICLE 1 – SCOPE OF WORK

- 1.1 This Contract does not obligate COMPANY to order services from CONTRACTOR nor does it obligate CONTRACTOR to provide services to COMPANY, but shall control and govern all services ordered by COMPANY and accepted by CONTRACTOR hereunder, and shall define the rights and obligations of COMPANY and CONTRACTOR with regard to the matters covered hereby.
- 1.2 COMPANY may, from time-to-time, request CONTRACTOR to perform services (including any supervision, labor, equipment, materials and any other items necessary to perform the work requested; hereinafter referred to as "Work") hereunder by issuing a Work Order to CONTRACTOR.

The Work shall not commence prior to execution of the Work Order by both COMPANY and CONTRACTOR; however, this Contract shall apply to any Work performed by CONTRACTOR on behalf of COMPANY regardless of whether or not a Work Order is issued unless otherwise agreed by the parties in writing.

- 1.3 CONTRACTOR shall carry out the Work under this Contract and shall furnish experienced personnel, supervision, small tools, transportation, licenses, insurance, permits, services and all other things necessary or required in and for the proper and timely performance of the Work. Further, CONTRACTOR shall furnish all materials and equipment as required for each job subject to the applicable rates set forth in the then current Response Rate Schedule which has been furnished to COMPANY and is of record in COMPANY.
- 1.4 Regarding CONTRACTOR's performance of the Work, time is of the essence. CONTRACTOR shall complete the Work in accordance with the Contract within the time limit(s) detailed in the Work Order and shall promptly notify COMPANY upon completion of each major item or portion of the Work.

- 1.5 Upon request by COMPANY, CONTRACTOR shall furnish a project schedule prior to commencement of the Work.

ARTICLE 2 - TERM

- 2.1 This Contract shall have a term commencing on August 17, 2007 and shall continue in effect from month to month thereafter until terminated by either party hereto upon not less than thirty (30) days advance written notice to the other party.

ARTICLE 3 - INSPECTION AND APPROVAL

- 3.1 All fabricated material may be inspected (at COMPANY's discretion) at CONTRACTOR's facility before shipment. CONTRACTOR shall notify COMPANY's representative at least five (5) working days before the inspection is required.
- 3.2 All Work performed by CONTRACTOR hereunder shall be subject to inspection, testing and approval by COMPANY. COMPANY may, at its discretion, employ the services of specialist inspection and testing agencies for this purpose. Unless otherwise specified in the Work Order, all drawings will be approved by COMPANY, in writing, prior to commencement of any Work based on the drawings.
- 3.3 Any inspection or approval of the Work given under this Contract by COMPANY shall not relieve CONTRACTOR of its responsibility for compliance with this Contract, nor from its responsibility for the quality of the Work, nor from any warranty, guarantee or liability under law, either expressed or implied, in this Contract.
- 3.4 When the Work has been completed in accordance with this Contract, CONTRACTOR shall so notify COMPANY in writing. COMPANY shall then inspect the Work and if it is found not to be in compliance with this Contract, COMPANY shall so notify CONTRACTOR in writing specifying the details of such non-compliance. At CONTRACTOR'S expense, CONTRACTOR shall promptly correct all Work noted to be in noncompliance and notify COMPANY once corrections have been made.

ARTICLE 4 - COMPENSATION

- 4.1 Work to be furnished during the term of this Contract shall be furnished at the rates agreed to in writing by the parties (the "Rate Sheet") unless otherwise provided in the applicable Work Order.
- 4.2 CONTRACTOR must give thirty (30) days advance written notice of proposed rate changes to the Rate Sheet. No rate change or cost change will be effective until accepted by COMPANY in writing. Such change will not apply to any Work in progress at time of notice without COMPANY's written consent.

ARTICLE 5 - PAYMENT

- 5.1 For lump sum work, CONTRACTOR shall have the right to request that COMPANY make partial payments; provided, however, that COMPANY shall have the right to withhold up to and including ten percent (10%) of the amount of any invoice submitted to COMPANY by CONTRACTOR for labor, supervision and materials furnished by CONTRACTOR up to the time of completion and acceptance of the Work by COMPANY. Payment of said retainage shall be due upon COMPANY's acceptance of all Work. For retainage, if any, CONTRACTOR shall invoice COMPANY for the same following COMPANY's acceptance of the Work and COMPANY shall pay the same within thirty (30) days from receipt of said invoice.
- 5.2 Unless specifically waived in writing by COMPANY, each invoice must, in addition to total charges, show separately on its face the labor costs or equipment costs, as applicable, material costs, and any applicable freight charges and sales and use taxes. For

reimbursable Work, COMPANY's representative must sign time sheets, equipment logs, material tickets, or similar supporting documentation. COMPANY agrees to have a representative available at all times to sign any required supporting documentation. This substantiation or any other evidence COMPANY may require shall be attached to the invoice. In addition, any applicable markups such as fringe benefits, unemployment taxes, workers' compensation insurance, payroll taxes, overhead and profit, etc. must be itemized; provided, however, CONTRACTOR shall not be required to itemize the invoice if the Work is provided on the basis of fixed-rate, lump-sum or time and materials (that is subject to a rate sheet agreed to in advance by the parties). Equipment rental must be invoiced separately, on a monthly basis. The invoice must list each piece of equipment separately, with the description taken verbatim from the Rate Sheet submitted with the Contract. A Monthly Equipment Time Log, signed by COMPANY's representative, must be attached to the invoice. Material and/or Third Party Equipment Rentals shall include third party invoices as support. For any work other than lump sum, charges will be incurred in accordance with Contractor's current rate sheet attached hereto and incorporated herein for all purposes as if fully copied at length.

- 5.3 Subject to paragraph 5.2 above, COMPANY shall pay CONTRACTOR's invoice within thirty (30) days of receipt of such invoice by COMPANY's Accounts Payable Department.
- 5.4 COMPANY may withhold payment of disputed amounts until such dispute is resolved but not for a period of more than sixty (60) days.
- 5.5 Sums due CONTRACTOR shall be adjusted by deducting any amounts paid by COMPANY to prevent or remove liens, claims, debts and encumbrances which are the responsibility of CONTRACTOR, or its subcontractors, or to satisfy other obligations of CONTRACTOR or its subcontractors hereunder. This provision shall apply to the extent CONTRACTOR has been timely paid. Otherwise, any such deduction must be agreed upon by CONTRACTOR in advance.
- 5.6 No payment made under this Contract shall constitute a waiver by COMPANY of the performance by CONTRACTOR of any of CONTRACTOR's obligations hereunder and any payment withheld shall be without prejudice to any other rights and remedies available to COMPANY.

ARTICLE 6 - CHANGES IN THE WORK

- 6.1 All changes in the Work shall be approved by means of a written Change Order to the Work Order.
- 6.2 COMPANY shall have authority to make minor changes in the Work not involving extra cost. No extra Work or claim for additional compensation or time to complete the Work shall be made without a written Change Order, signed on behalf of COMPANY and delivered to CONTRACTOR. Where CONTRACTOR considers that any change or variation in the Work would be beneficial, CONTRACTOR shall advise COMPANY of its proposal, and COMPANY shall decide whether to proceed with such change or variation.

ARTICLE 7 - WARRANTY

- 7.1 CONTRACTOR warrants that it is experienced in the Work to be undertaken on behalf of COMPANY, possesses the skills and resources to complete the Work and has the authority to fulfill its obligations under this Contract. The Work shall be performed in a good and workmanlike manner by qualified, careful and efficient workers in accordance with the Contract, in strict conformity with the best standard practices and in a manner protective of its employees, the public and the environment.

8.1 WHEN DUE TO CONTRACTOR'S NEGLIGENCE, CONTRACTOR AGREES TO PROTECT, INDEMNIFY, HOLD HARMLESS, AND DEFEND COMPANY, ITS SUBSIDIARIES AND AFFILIATED COMPANIES, AND THE OFFICERS, DIRECTORS, EMPLOYEES, WORKMEN, AGENTS, SERVANTS AND INVITEES OF COMPANY, ITS SUBSIDIARIES AND AFFILIATED COMPANIES, FROM AND AGAINST ALL LOSSES, DAMAGES DEMANDS, CLAIMS, SUITS AND OTHER LIABILITIES, INCLUDING ATTORNEY FEES AND OTHER EXPENSES OF LITIGATION OR DEFENSE (ALL HEREINAFTER REFERRED TO AS "CLAIMS"), BECAUSE OF

- (I) BODILY INJURY, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM,**
- (II) DAMAGES TO ALL PROPERTY, INCLUDING LOSS OF USE THEREOF AND DOWNTIME (BUT EXCLUDING LOSS OF USE THEREOF AND DOWNTIME OF COMPANY AND PROPERTY DAMAGE TO COMPANY AS PROVIDED IN PARAGRAPH 8.2 BELOW),**
- (III) CONTAMINATION OF OR ADVERSE EFFECTS ON THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO THE COST OF ASSESSMENT, REMEDIATION AND ALL OTHER RELATED ACTIVITIES,**
- (IV) VIOLATION OF OR FAILURE TO COMPLY WITH ANY APPLICABLE LAW, ORDINANCE, REGULATION, RULE OR ORDER**
- (V) A BREACH BY CONTRACTOR, ITS EMPLOYEES, WORKMEN, AGENTS, SERVANTS, SUBCONTRACTORS, OR VENDORS, OR ANY TERM, PROVISION OR WARRANTY CONTAINED HEREIN, WHICH OCCUR, EITHER DIRECTLY OR INDIRECTLY, IN CONNECTION WITH PERFORMANCE OF THE WORK CONTEMPLATED HEREUNDER OR BY REASON OF CONTRACTOR AND ITS EMPLOYEES, WORKMEN, AGENTS, SERVANTS, SUBCONTRACTORS AND VENDORS BEING PRESENT ON COMPANY'S PREMISES, EXCEPT TO THE EXTENT THE LIABILITY, LOSS OR DAMAGE IS ATTRIBUTABLE TO AND CAUSED BY THE NEGLIGENCE OF COMPANY, OR EXCEPT TO THE EXTENT AS LIMITED BY APPLICABLE LAW, AND**
- (VI) INFRINGEMENT OF PATENT OR MISAPPROPRIATION OF TRADE SECRET OR PROPRIETARY RIGHTS OF ANY THIRD PARTY BY ANY DEVICE, PROCESS OR MATERIAL NOT SPECIFIED BY COMPANY.**

8.1.1 AS TO SECTION 8.1 ABOVE INCLUDING SUBSECTIONS, COMPANY AGREES TO PROTECT, INDEMNIFY, HOLD HARMLESS, AND DEFEND CONTRACTOR, ITS SUBSIDIARIES AND AFFILIATED COMPANIES, AND THE OFFICERS, DIRECTORS, EMPLOYEES, WORKMEN, AGENTS, SERVANTS, AND INVITEES OF CONTRACTOR, ITS SUBSIDIARIES AND AFFILIATED COMPANIES FROM AND AGAINST ALL LOSSES, DAMAGES, DEMANDS, CLAIMS, SUITS AND OTHER LIABILITIES INCLUDING ATTORNEY FEES AND OTHER EXPENSES OF LITIGATION OR DEFENSE (ALL HEREINAFTER REFERRED TO AS "CLAIMS"), IN THE SAME MANNER AND TO THE SAME EXTENT THAT CONTRACTOR AGREES TO PROTECT, INDEMNIFY AND HOLD HARMLESS COMPANY.

8.2 NOTWITHSTANDING PARAGRAPH 8.1 ABOVE, CONTRACTOR SHALL NOT BE LIABLE TO COMPANY IN RESPECT OF ANY PHYSICAL LOSS OR DAMAGE (EXCLUDING THE COST OF CORRECTING DEFECTIVE WORK) TO THE WORK, TOGETHER WITH THE MATERIALS SUPPLIED BY CONTRACTOR AND ANY MATERIALS SUPPLIED BY COMPANY OR THIRD PARTIES WHICH ARE UNDER THE CARE, CUSTODY AND CONTROL OF CONTRACTOR, ITS EMPLOYEES, WORKMEN, AGENTS, SERVANTS, SUBCONTRACTORS AND VENDORS TO THE

EXTENT SUCH LOSS OR DAMAGE EXCEEDS FIFTY THOUSAND DOLLARS (\$50,000) WITH RESPECT TO ANY SINGLE OCCURRENCE.

- 8.3 CONTRACTOR'S SAID AGREEMENT TO PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND AS SET FORTH IN PARAGRAPH 8.1 ABOVE SHALL NOT BE NEGATED OR REDUCED BY VIRTUE OF CONTRACTOR'S INSURANCE CARRIER'S DENIAL OF INSURANCE COVERAGE OF THE OCCURRENCE OR EVENT WHICH IS THE SUBJECT MATTER OF THE CLAIMS AND/OR REFUSAL TO DEFEND CONTRACTOR OR COMPANY. IN ADDITION, CONTRACTOR WILL PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES AND ALL OTHER EXPENSES OF LITIGATION INCURRED BY COMPANY TO ENFORCE THE FOREGOING AGREEMENT TO PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND COMPANY. THIS PROVISION SHALL APPLY TO COMPANY FOR THE BENEFIT OF CONTRACTOR IN THE SAME MANNER AND TO THE SAME EXTENT AS IT APPLIES TO CONTRACTOR FOR THE BENEFIT OF COMPANY.**
- 8.4 THIS PARAGRAPH 8.4 APPLIES ONLY TO WORK PERFORMED IN THE STATE OF LOUISIANA. FOR PURPOSES OF THE LOUISIANA WORKER'S COMPENSATION LAW, La. R.S. 23:1021 *et seq.*, COMPANY AND CONTRACTOR AGREE THAT THE WORK PERFORMED BY CONTRACTOR AND ITS EMPLOYEES PURSUANT TO THIS CONTRACT ARE AN INTEGRAL PART OF AND ARE ESSENTIAL TO THE ABILITY OF COMPANY TO GENERATE COMPANY'S GOODS, PRODUCTS AND SERVICES, AND THAT CONTRACTOR'S WORK AND SERVICES SHALL BE CONSIDERED PART OF COMPANY'S TRADE, BUSINESS, AND OCCUPATION, FOR PURPOSES OF La. R.S. 23:1061(A)(1). FURTHERMORE, COMPANY AND CONTRACTOR AGREE THAT COMPANY IS THE PRINCIPAL OR STATUTORY EMPLOYER OF CONTRACTOR'S EMPLOYEES FOR PURPOSES OF La. R.S. 23:1061(A) ONLY. IRRESPECTIVE OF COMPANY'S STATUS EITHER AS THE STATUTORY EMPLOYER OR AS THE SPECIAL EMPLOYER (AS DEFINED IN La. R.S. 23:1031(C)) OF CONTRACTOR'S EMPLOYEES, AND REGARDLESS OF ANY OTHER RELATIONSHIP OR ALLEGED RELATIONSHIP BETWEEN COMPANY AND CONTRACTOR'S EMPLOYEES, CONTRACTOR SHALL BE AND REMAIN AT ALL TIMES PRIMARILY RESPONSIBLE FOR THE PAYMENT OF LOUISIANA WORKER'S COMPENSATION BENEFITS TO ITS EMPLOYEES, AND NEITHER CONTRACTOR NOR ITS UNDERWRITERS SHALL BE ENTITLED TO SEEK CONTRIBUTION FOR ANY SUCH PAYMENTS FROM COMPANY.**
- 8.5 CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY FROM AND AGAINST ALL CLAIMS, DEMANDS AND LIABILITIES ARISING FROM POLLUTION, INCLUDING CONTROL AND REMOVAL THEREOF, CAUSED BY CONTRACTOR'S NEGLIGENT ACT OR OMISSION, WHETHER ACTIVE OR PASSIVE, IN PERFORMANCE OF SERVICES HEREUNDER. THIS PROVISION SHALL NOT BE INTERPRETED TO SHIFT ANY RISK OF LOSS OR RESPONSIBILITY TO CONTRACTOR FOR PRE-EXISTING CONDITIONS OR POLLUTION, REMOVAL OR DISPOSAL NECESSITATED BY AN INCIDENT FOR WHICH CONTRACTOR IS CALLED UPON TO PROVIDE RESPONSE SERVICES IN CONNECTION WITH THIS CONTRACT AND NEITHER SHALL THIS PROVISION BE INTERPRETED TO SHIFT RISK OF LOSS OR RESPONSIBILITY TO CONTRACTOR FOR THE CONDITION OF THE ENVIRONMENT AS THE RESULT THEREFROM.**
- 8.6 COMPANY SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CONTRACTOR FROM AND AGAINST ALL CLAIMS, DEMANDS AND LIABILITIES ARISING FROM POLLUTION, INCLUDING CONTROL AND REMOVAL THEREOF, CAUSED BY COMPANY'S NEGLIGENT ACT OR OMISSION IN CONNECTION WITH THE PERFORMANCE OF SERVICES HEREUNDER.**

ARTICLE 9 - INSURANCE

9.1 Without limiting in any way the scope of any obligations or liabilities assumed hereunder by CONTRACTOR, CONTRACTOR shall procure or cause to be procured and maintained at its expense, for the duration of this Contract, and with insurance companies acceptable to COMPANY, the insurance policies described below. Contractor acknowledges that the endorsements and the type of Insurance coverage and the limits thereof, are minimum limits which shall not be reduced without the prior written consent of Company, which consent is solely in the discretion of the Company.

9.1.1 Workers' Compensation and Employer's Liability Insurance covering the employees of CONTRACTOR for all compensation and other benefits required of CONTRACTOR by the Worker's Compensation or other statutory insurance laws in the state having jurisdiction over such employees, and over the location where the Work is being performed, including Alternate Employer. Employer's Liability Insurance with limits of not less than Three Million Dollars (\$3,000,000) per occurrence.

9.1.2 General Liability Insurance including contractual liability, XCU hazards (explosion, collapse and underground) and completed operations to cover liability for bodily injury and property damage with a combined single limit of not less than Three Million Dollars (\$3,000,000) per occurrence.

9.1.3 Business Automobile Liability Insurance, if owned, hired or non-owned automotive equipment is used in the performance of this Contract, to cover liability for bodily injury and property damage with a combined single limit of not less than Three Million Dollars (\$3,000,000) per occurrence.

9.1.4 Aircraft Liability, If Applicable to cover bodily injury and property damage liability with a combined single limit of not less than Three Million Dollars (\$3,000,000) per occurrence.

9.1.5 Marine Liability, If Applicable involving work to be performed on or over water including docks, wharves, etc., Worker's Compensation and Employer's Liability coverage shall also include Maritime Employer's Liability including Transportation, Wages, Maintenance and Cure, U. S. Longshore and Harbor Workers' Act, and Outer Continental Shelf Land Act with limits of not less than Three Million Dollars (\$3,000,000) per occurrence.

For work involving barges and other watercraft, Worker's Compensation and Employer's Liability coverage shall also include Maritime Employer's Liability including Transportation, Wages, Maintenance and Cure, U. S. Longshore and Harbor Workers' Act, and Outer Continental Shelf Land Act with limits of not less than Three Million Dollars (\$3,000,000) per occurrence. Marine liability insurance for owned or chartered watercraft shall include liability for bodily injury and property damage with a combined single limit of not less than Ten Million Dollars (\$10,000,000) per occurrence. Insurance shall be endorsed to specifically include full crew coverage (unless provided under Worker's Compensation); coverage for diving operations, if applicable; liability for seepage, pollution, containment and cleanup; collision liability; and, contractual liability.

9.1.6 Special Provisions Concerning Policies Placed by CONTRACTOR. All policies (except Worker's Compensation) shall include COMPANY and Its Affiliates as additional insured for liabilities arising out of the performance under this Contract and shall be primary to any other insurance of COMPANY. Such insurance shall specifically provide that it applies separately to each insured against which claim is made or suit is brought, except with respect to the limits of the insurer's liability. All policies shall provide that all rights of subrogation against COMPANY and its affiliates are waived when permitted by law. Such

insurance shall be primary over any coverage's maintained by the Certificate Holder. All policies must include thirty (30) days written notice of cancellation to Certificate Holder.

The policy limits specified above are minimum requirements and not limits of liability and shall not be construed in any way as COMPANY's acceptance of responsibility for financial liabilities in excess of such limits. CONTRACTOR shall pay all deductibles and self-insured retentions, including defense costs, applicable to the insurance.

Prior to commencement of any Work, CONTRACTOR shall furnish COMPANY with Certificates of Insurance which document that all coverages and endorsements required by this Article have been obtained. CONTRACTOR shall obtain renewal certificates as and when necessary and copies thereof shall be forwarded to COMPANY as soon as same are available and in any event prior to the expiration of the policy so renewed. These certificates shall provide that the insurer shall give thirty (30) days written notice to COMPANY prior to change or cancellation of any policy. In no event shall COMPANY's acceptance of an insurance certificate that does not comply with this paragraph constitute a waiver of any requirement of this Article.

9.1.7 Subcontractors

CONTRACTOR shall require all its subcontractors to provide statutory Workers' Compensation insurance coverage. To the extent not provided for by the subcontractors and not covered by CONTRACTOR's insurance, deficiencies shall be the sole responsibility of CONTRACTOR.

9.1.8 Company agrees to carry insurance for the benefit of contractor in the same amounts and to the same extent that CONTRACTOR agrees to carry insurance for the benefit of COMPANY. Notwithstanding the provisions set forth above for minimum insurance coverage, COMPANY acknowledges that it has reviewed CONTRACTOR's current insurance coverage and agrees to accept the existing coverage as sufficient. COMPANY acknowledges that CONTRACTOR'S certificates of insurance will have endeavor language.

ARTICLE 10 – SAFETY

- 10.1 Contractor shall perform all work in such manner as to cause a minimum of interference with Company's operations and shall conduct its work in accordance with the then currently acceptable industry safety standards to maintain adequate protection of persons and property during Contractor's performance hereunder. Contractor will perform its duties in a safe manner and will have in effect and will enforce a set of safety and loss prevention standards which comply with all laws, and CONTRACTOR MINIMUM SAFETY REQUIREMENTS, as may be amended or modified from time-to-time, attached hereto as Exhibit C. Prior to commencement of each job, Contractor shall inspect the premises and facilities on which said work is to be performed in order to be apprised of any and all apparent risk incident thereto. Upon completion of the work, Contractor shall leave the premises clean and free of all waste materials and rubbish. Contractor agrees to limit smoking and the use of heat and/or fire implements, including welding and torch cutting tools, to such locations and occasions as are specifically authorized in writing by Company.

ARTICLE 11 – CONTROLLED SUBSTANCE ABUSE POLICY

- 11.1 The Company maintains a drug and alcohol free workplace. Contractor acknowledges that it has been advised and agrees to advise all its employees, subcontractors, agents and business invitees of any subcontractor, agent, or business invitee, of the following safety regulations or policies concerning controlled substances (alcohol, misuse of prescription drugs and illegal drugs):

- (a) It is the policy of Company that the use, possession, sale, transfer, purchase, or the presence in one's system of a controlled substance on Company property is prohibited;
- (b) Contractor is to have in place a drug and alcohol free workplace policy;
- (c) Entry onto Company property constitutes consent to an inspection of the person (including, but not limited to, the taking of a urine sample) and personal effects, as well as any vehicle(s) when entering or leaving Company property, and;
- (d) Any person who is found in violation of the policy or who refuses to permit an inspection may be removed and barred from Company's property, at the sole discretion of Company.

ARTICLE 12 – ACCIDENT REPORTS

- 12.1 All accidents must be reported. In the event an accident involving the property, equipment, or personnel of Contractor, Company, or any third party occurs on Company's property, or which arises out of, results from or is in any way connected with Contractor's work or presence upon Company's property or other activities pursuant to this Contract, Contractor shall immediately report such accident to Company's designated representative set forth in Article 25 hereof. In addition, a written report of such accident must be prepared by Contractor and delivered to Company's representative within 24 hours after Contractor becomes aware of each such accident. This report should contain factual information only and should not contain opinion, speculation, or supposition as to fault, liability, or prevention. Subject to Attorney – Client privileges, Contractor shall also provide Company with a copy of each and every report of each such accident, including statements or other investigative material or documents which Contractor completes, or is required to submit, or does submit, to any entity other than Company, including without limitation, any governmental agency or body, or others.

ARTICLE 13 - LIENS

- 13.1 Where required by COMPANY, progress payments and the final payment shall be substantiated by notarized lien affidavits and lien waivers evidencing that all suppliers, subcontractors and laborers have been paid in full for Work performed and materials furnished, up to and including the date(s) of such affidavits. COMPANY shall not be obligated to make any payment for Work performed until requested affidavits and lien waivers are received.
- 13.2 CONTRACTOR shall keep the Work free and clear of all liens. CONTRACTOR shall promptly and satisfactorily settle all claims, including lien claims of its subcontractors, for labor performed and supplies or materials furnished in connection with such Work. In the event CONTRACTOR fails or refuses to promptly and satisfactorily settle all such claims, COMPANY shall, after so notifying CONTRACTOR in writing, have the right to settle such claims on behalf of and for the account of CONTRACTOR, and deduct the amount from the contract price. Alternatively, COMPANY shall have the right to hold all sums due or to become due CONTRACTOR, without interest, until satisfactory evidence is furnished to it that all such claims and liens have been settled and released. This provision shall apply to the extent CONTRACTOR is being timely paid.

ARTICLE 14 - TERMINATION

- 14.1 COMPANY shall have the right to terminate this Contract or the Work in whole or in part, without cause, at any time by notice in writing to CONTRACTOR. Upon receipt of any such notice, CONTRACTOR shall cease all Work as provided in said notice and this Contract or the Work shall terminate effective as of the date such notice is received by CONTRACTOR. COMPANY shall assume all obligations and shall be entitled to all privileges of CONTRACTOR in connection with any Work Order(s) issued prior to the termination of this Contract, including any contract which CONTRACTOR has entered into for the supply of services, equipment, or materials. In the event COMPANY terminates this Contract during CONTRACTOR's performance of Work under a Work

Order, the total settlement price through the date of cancellation shall be valued at rates and prices consistent with the amounts applicable to the Work or, if on a cost reimbursable basis, consistent with the time and material rates under this Contract. In no event shall CONTRACTOR be entitled to anticipated profits or any damages because of such termination. CONTRACTOR will not be permitted to terminate this Contract while any Work under outstanding Work Order(s) is not complete, provided CONTRACTOR is being timely paid.

ARTICLE 15 - SUSPENSION

- 15.1 COMPANY shall have the right to suspend all or any part of the Work at any time and for any reason not defined in Article 21 as "force majeure" by giving written notice of suspension to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately take such measures as are, in the opinion of COMPANY's Representative, necessary or appropriate in order to effect such suspension and to safeguard and store the Work or part thereof during the period of suspension. In the event of suspension, COMPANY shall pay CONTRACTOR all reasonable and verifiable additional costs incurred in effecting suspension and in safeguarding and storing the Work or part thereof.
- 15.2 Upon termination of any such suspension, CONTRACTOR agrees to re-commence the Work under the terms and conditions of the Contract so long as CONTRACTOR is being timely paid..

ARTICLE 16 - AUDIT RIGHTS

- 16.1 CONTRACTOR agrees to retain all records and accounts related to charges or CONTRACTOR invoices for a period of at least three (3) years from the completion date of any Work performed pursuant to this Contract.
- 16.2 CONTRACTOR shall permit COMPANY access to, either in the field or at the home office, for review and audit, at all reasonable times, all records and accounts relating to non-rate sheet items costs and expenses invoiced to COMPANY under this Contract, including, but not limited to, DOT and OSHA records and reports, supporting documentation, and all reimbursable costs and expenses for the Work.
- 16.3 CONTRACTOR shall respond in writing to COMPANY within thirty (30) days of submission by COMPANY of its audit findings. CONTRACTOR shall work diligently with COMPANY to resolve any differences with respect to the audit. Any adjustments or payments which must be made as a result of any such audit, inspection or examination of CONTRACTOR's invoices and/or records shall be made available within thirty (30) days of resolution of any adjustments to be made.

ARTICLE 17 - CONFIDENTIALITY

- 17.1 All information obtained by the CONTRACTOR in the performance of this Contract not in the public domain shall be considered confidential by CONTRACTOR. CONTRACTOR agrees to prevent information and data which it or its employees, agents or subcontractors obtained, directly or indirectly, concerning the Work, the Work site, or any of COMPANY's property, plans or operations, from being disclosed to others without the prior written consent of COMPANY. CONTRACTOR will use the information solely for performance of the Work and for no other purpose. CONTRACTOR will not make or consent to publicity releases or announcements concerning this Contract or CONTRACTOR's participation in the Work. CONTRACTOR shall not take photographs of the Work site or any of COMPANY's property without first obtaining COMPANY's written consent. CONTRACTOR shall require each of its subcontractors and agents to agree to the same limitations and obligations provided for in this paragraph. The provisions of this paragraph shall remain binding obligations on CONTRACTOR until the earlier of the date which is five (5) years after the expiration or termination of this

Contract or the date the confidential information has become part of the public domain by means other than disclosures or releases prohibited by this Contract.

- 17.2 Upon completion of the Work under this Contract, CONTRACTOR will (i) return all originals and copies of the confidential information to COMPANY, (ii) destroy any documents, reports, or drawings developed by CONTRACTOR and embracing confidential information of COMPANY, and (iii) remove from computer memory all of said confidential information therein residing.

ARTICLE 18 - PROPRIETARY RIGHTS

- 18.1 To the extent that the "work made for hire" rule under the Copyright Act of 1976 applies, CONTRACTOR acknowledges and agrees that the product of all Work by CONTRACTOR for COMPANY is a work made for hire and, as such, all rights in the Work belong to and are assigned to COMPANY. In addition, if the "work made for hire" rule under the Copyright Act of 1976 does not apply, CONTRACTOR agrees and hereby acknowledges that all rights in such Work are assigned and belong to COMPANY, and CONTRACTOR agrees to execute all documents requested by COMPANY to effect such assignment. CONTRACTOR specifically acknowledges and agrees that all right, title and interest in and to the product of all Work, including copyright of computer software and related work, is assigned to COMPANY.
- 18.2 All drawings, flow diagrams, sketches, specifications, computer programs and printouts, computer data or other records, regardless of form (hereinafter collectively referred to as "Records"), prepared by CONTRACTOR under the provisions of this Contract, shall be the property of COMPANY and may be used by COMPANY for any purpose. As part of the fulfillment of this Contract, CONTRACTOR shall deliver to COMPANY physical possession of all Records upon completion of the Work, or in the event the Work is terminated for any reason, then immediately upon such termination of the Work.
- 18.3 The parties expressly acknowledge and agree that the provisions in this Article 18 apply only to the specific work addressed in this contract regarding the specific business conducted by COMPANY and is not intended in any way to apply to or attach or grant any right or benefit to COMPANY to any patents or license or confidential information and/or proprietary information in which CONTRACTOR already has a right or interest or any processes or developments already begun by CONTRACTOR regarding the services provided by CONTRACTOR to its customers.

ARTICLE 19 - COMPLIANCE WITH LAWS, ENVIRONMENTAL LAWS AND REGULATIONS

- 19.1 CONTRACTOR will fully comply with all applicable laws and regulations pertaining to working conditions including, but not limited to, workers' compensation, social security, federal, state and local income tax withholding, unemployment insurance, the Occupational Safety and Health Act, the Immigration Reform and Control Act of 1986, the Americans with Disabilities Act, and all applicable federal, state and local laws including without limitation those laws affecting employment, business opportunities, and the environment. CONTRACTOR is responsible for the timely payment of any and all employment-related taxes with respect to Work performed by CONTRACTOR. In the event that CONTRACTOR's employees or its subcontractors' employees are deemed to be COMPANY employees by any government authority, CONTRACTOR shall reimburse COMPANY for any corresponding taxes or fees paid by the COMPANY.
- 19.2 CONTRACTOR acknowledges receipt of, has read and understands, and shall abide by COMPANY POLICIES APPLICABLE TO CONTRACTORS, a copy of which is attached as Exhibit A. COMPANY may amend Exhibit A from time-to-time at its sole discretion.
- 19.3 CONTRACTOR acknowledges receipt of, has read and understands, and shall abide by Exhibit B made a part hereof, covering certain Equal Opportunity Certifications and Agreements applicable to business and operations.

- 19.4 CONTRACTOR also acknowledges receipt of, and shall abide by COMPANY's Contractor Safety Rules and Procedures Manual, if applicable, while performing any Work hereunder.
- 19.5 CONTRACTOR expressly guarantees that for all tools, materials and equipment to be furnished and used, and for all work and labor to be performed under the terms of this Contract and in every activity connected therewith, Contractor shall comply fully with all applicable Federal, State and local laws, ordinances, rules and regulations, and shall furnish Company evidence of such compliance as Company may require at any time. If the services rendered under this Contract are licensed by the State in which the work is to be performed, Contractor must obtain and maintain the State license and **must** submit a copy to Company prior to the performance of work covered by this Contract.
- 19.6 CONTRACTOR agrees that all products furnished or work performed shall be in compliance with all applicable Federal, State and local laws and regulations respecting the environment, including, but not limited to, the Clean Air Act, the Toxic Substance Control Act, the Safe Drinking Water Act, the Comprehensive Environmental Response, Compensation and the Liability Act, the Superfund Amendments and Reauthorization Act, the Environmental Planning and Community Right-To-Know Act, the Oil Pollution Act of 1990, the Clean Air Act Amendments of 1990, the Migratory Bird Treaty Act, the Endangered Species Act, and the Resource Conservation and Recovery Act. The handling of any solid or hazardous waste subject to the Resource Conservation and Recovery Act shall be in compliance with EPA Regulations at Parts 260 through 265, and Parts 122 through 125 of Title 40, Code of Federal Regulations, and any other applicable regulation under the Resource Conservation and Recovery Act, Contractor agrees at all times in performance of the work hereunder, to abide by all the Federal, State, and local laws listed above as said laws or regulations may be amended from time-to-time subsequent to the effective date of this Major Service Contract and all other laws, orders, rules and regulations, prescribed by any governmental body having jurisdiction.

ARTICLE 20 - INDEPENDENT CONTRACTOR

- 20.1 CONTRACTOR is an independent contractor with the right to supervise, manage, control, and direct the manner and methods for performing the Work. COMPANY is interested only in the results to be obtained; provided, however, the COMPANY shall be entitled to review and inspect the Work.
- 20.2 Right of Removal. COMPANY shall have the right to request removal from services hereunder any employee(s) of CONTRACTOR who in COMPANY's sole opinion, has engaged in improper conduct, is not performing in a satisfactory manner or is not qualified to perform assigned work. CONTRACTOR shall promptly comply with such request.

ARTICLE 21 - FORCE MAJEURE

- 21.1 The term "*force majeure*", as used herein, shall mean an unforeseen event or occurrence beyond the reasonable control and without the fault or negligence of the affected party including, but not limited to, earthquakes, inclement weather, fire, explosions, malicious mischief, insurrection, riot, strikes, lockouts, boycotts, picketing, labor disputes or disturbances (excluding strikes, lockouts, boycotts, pickets, labor disputes or disturbances or other industrial disputes or action involving the CONTRACTOR or CONTRACTOR's employees or its subcontractors or vendors or any of their employees), acts of the public enemy, war (declared or undeclared), compliance with any order or directive of any governmental agencies or authorities or representatives of any government acting under claim or color of authority, loss of transportation facilities ordinarily available to and used by a party in the performance of the obligations imposed by this Contract; where such event, occurrence or compliance would render the affected party's performance illegal or physically impossible.

- 21.2 Neither CONTRACTOR nor COMPANY shall be under any obligation or subject to any liability for failure to carry out respectively the terms and provisions of this Contract during the time and to the extent that such failure is due solely to *force majeure*. The party affected by *force majeure* must give notice stating the time of occurrence and full particulars of the *force majeure* in writing to the other party as soon as possible after the occurrence of the *force majeure*. The obligation of the party giving notice of *force majeure* shall be suspended during the continuance of the *force majeure* event. Nothing in this Article shall be construed to relieve either party of its obligation to pay monies due under the Contract.

ARTICLE 22 - SUBCONTRACTING AND ASSIGNMENTS

- 22.1 CONTRACTOR may subcontract any part of the Work with prior written approval of COMPANY, but CONTRACTOR shall not be relieved of or released from, any of its obligations or responsibilities under this Contract. For purposes of this Contract, Work performed by subcontractors shall be deemed to be Work performed by CONTRACTOR. If requested, CONTRACTOR shall provide COMPANY with an executed copy of each subcontract and purchase order issued by CONTRACTOR for the performance of the Work. CONTRACTOR shall ensure that the terms and conditions of any such subcontract or purchase order shall comply with and correspond to the terms and conditions of this Contract. Changes in subcontractors, nature of Work sublet, or scope of Work sublet shall also be subject to the prior written approval of COMPANY.
- 22.2 Neither this Contract nor any rights thereunder shall be assignable by CONTRACTOR without the prior written consent of the COMPANY and any such assignment without COMPANY's prior written consent will be void as to COMPANY.

ARTICLE 23 - GOVERNING LAW

- 23.1 The validity, interpretation and performance of this Contract shall be governed and construed in accordance with the laws of the State of Texas without reference to the choice of law doctrine of such state, with venue in the applicable courts situated in Houston, Harris County.

ARTICLE 24 – PERMITS

- 24.1 Prior to commencing any activities contemplated under this Major Service Contract, Contractor warrants that it shall obtain and maintain any permits or licenses that CONTRACTOR is required by law in order to conduct business. CONTRACTOR will assist COMPANY to obtain in COMPANY'S NAME and at COMPANY'S expense, any licenses, permits or bonds which COMPANY may need.

ARTICLE 25 – NOTICES

- 25.1 All statements, insurance certificates and other routine correspondence shall be sent to Company by registered or certified mail, postage prepaid, return receipt requested, or delivered in person or by commercial courier or sent by facsimile to:

Plains Marketing, L. P.
333 Clay Street, Suite 1600
Houston, Texas 77002
Attn: Carolyn S. Calhoun, Land & Contracts
Facsimile: 713-289-7422

- 25.2 No legal notice required or permitted hereunder concerning a claim or breach arising hereunder or notice of termination shall be valid unless given in writing and shall be deemed to have been validly given only if delivered in person or sent by registered or certified mail, postage prepaid, return receipt requested, facsimile or commercial courier to:

Plains Marketing, L.P.
333 Clay Street, Suite 1600
Houston, Texas 77002
Attn: Lawrence J. Dreyfuss, Vice President
and Associate General Counsel
Facsimile: 713-646-4216

For notice to CONTRACTOR:

Garner Environmental Services, Inc..
1717 W. 13th Street
Deer Park, Texas 77536
Attn: Contracts Administrator
Facsimile: 281-479-0283

ARTICLE 26 - ENTIRETY OF CONTRACT

- 26.1 This Contract, any Work Order issued hereunder and attachments to this Contract or any Work Order represent the entire understanding and agreement between the parties hereto and supersedes any and all prior contracts, whether written or oral, that may exist between the parties regarding the Work. No terms, conditions, prior course of dealings, course of performance, usage or trade, understandings, purchase orders, or contract purporting to modify, vary, supplement or explain any provision of this Contract shall be effective unless in writing and signed by representatives of both parties authorized to amend this Contract.
- 26.2 This Contract may be amended or modified only by written amendment signed by both parties. Any attempt by either party, through a Work Order, purchase order, invoice, or other document, to vary in any degree any of the terms of this Contract shall be deemed immaterial and shall be void, unless this provision is expressly waived in an amendment executed as specified hereinabove.

ARTICLE 27 - SEVERABILITY

- 27.1 The provisions of this Contract are severable, and if any clause or provisions hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision in this Contract in any jurisdiction. Any such clause or provision held invalid or unenforceable, in whole or in part, to the extent permitted by law, shall be restricted in applicability or reformed to the minimum extent required for such clause or provision to be enforceable.

ARTICLE 28 - BINDING EFFECT

- 28.1 All rights conferred by this Contract shall be binding upon, inure to the benefit of, and be enforceable by or against the respective successors and assigns of the parties hereto.

ARTICLE 29 - HEADINGS

- 29.1 The subject headings in this Contract are for convenience only and are not determinative of the substance of the subject clause.

ARTICLE 30 - WAIVER

30.1 Any waiver by either party of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing and signed by the parties. COMPANY's consent to delay in the performance by CONTRACTOR of any obligation shall not be applicable to any other obligation. Delay in the enforcement of any remedy in the event of a breach of any term or condition, or in the exercise by either party of any right, shall not be construed as a waiver of such remedy or right.

ARTICLE 31 - ETHICAL BUSINESS PRACTICES

31.1 No director, officer, employee or agent of CONTRACTOR shall give or receive any commission, fee, rebate, or gift, except those articles of nominal value given as sales promotion or holiday remembrances, or the value of reasonable entertainment consistent with local social and business custom, or enter into any business arrangement with any director, employee or agent of COMPANY without prior written notification thereof to COMPANY. CONTRACTOR shall promptly notify COMPANY of any violation of this paragraph and any consideration received as a result of such violation shall be paid or credited to COMPANY.

31.2 CONTRACTOR shall disclose in writing and shall assist COMPANY in identifying any financial transactions between any employee of COMPANY, including family members, and CONTRACTOR, its officers, directors, shareholders/owners and employees.

ARTICLE 32 - SURVIVAL

32.1 Except as otherwise provided herein warranties, covenants and obligations at Articles 7, 8, 13 and 14 shall survive termination or cancellation of this Contract, regardless of the reason for such termination or cancellation, and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract as of the day and year first above written.

GARNER ENVIRONMENTAL SERVICES, INC

**PLAINS MARKETING, L. P.
By Plains Marketing GP Inc.
Its General Partner**

By: *Otis Chambers*
Printed Name: Otis Chambers
Title: Executive Vice President
Date: 8/22/07
Taxpayer ID #: 76-0134613

By: *D. Nerbonne*
Printed Name: Daniel S. Nerbonne
Mark F. Shires
Title: Senior Vice-President - ^{Engineering} Operations
Date: 9-11-07

Approved as to form and
content by Legal and
Contracts
JB

Exhibit A

**COMPANY POLICIES
APPLICABLE TO CONTRACTORS**

CONTRACTOR agrees to comply as follows:

- (I) (No Smoking Policy). To require its employees, subcontractors, agents and representatives to adhere to COMPANY's No Smoking Policy. The Policy generally prohibits smoking in COMPANY's buildings and on COMPANY's property except as otherwise designated.
- (II) (Anti-Harassment Policy). To require its employees, subcontractors, agents and representatives to adhere to COMPANY's Anti-Harassment Policy while on the premises or engaged in COMPANY business. The Policy prohibits all forms of harassment, including sexual harassment, which create an intimidating, hostile or offensive working environment.
- (III) (Weapons Policy). To require its employees, subcontractors, agents and representatives to adhere to COMPANY's Weapons Policy. The Policy strictly prohibits the use, possession or concealing of any weapons, whether licensed or not and including all firearms and explosives, while on COMPANY's premises.

COMPANY reserves the right to conduct personal searches at any time. COMPANY intends to use personal searches when it believes the Policy may have been violated and/or for the purpose of deterrence and assurance that there is compliance with this Policy.

- (IV) (Safety and Security Policy). To establish, administer, and enforce safety rules and procedures and shall require its employees, subcontractors, agents and representatives to adhere to COMPANY's Safety and Security Policies.
- (V) (Drug and Alcohol Policy). To notify its employees, subcontractors, agents and representatives of COMPANY's Drug and Alcohol Policy which prohibits CONTRACTOR's employees, subcontractors, agents, and representatives from:
 - A. using, possessing, distributing, purchasing or selling drugs or alcohol while on COMPANY premises or while engaged in COMPANY business, including travel to and from a particular work area or areas;
 - B. reporting to and/or performing work for the COMPANY with unauthorized drugs or alcohol in excess of the Policy limit (.04% B.A.C.) in their body; or
 - C. refusing to submit to routine searches of their person, their personal property, and COMPANY or CONTRACTOR assigned property, while entering on or leaving COMPANY premises.

CONTRACTOR agrees to remove and replace, for the purposes of fulfilling its obligations to the COMPANY under this Contract, any of its employees, subcontractors, agents and representatives found to be in violation of its own anti-drug plan and/or COMPANY's Drug and Alcohol Policy, or those that the COMPANY believes to be in violation of the Drug and Alcohol Policy whose compliance with the Policy cannot be certified to by CONTRACTOR based upon laboratory testing acceptable to the COMPANY.

The following paragraphs addressing contractor drug testing policies and procedures are not applicable to contractors providing non-safety sensitive activities and/or services. Contractors providing non-safety activities and/or services (including but not limited to labor, equipment and materials) under the terms and conditions of this Contract are not required to have their own drug testing policies and procedures in place. However, while performing said services for COMPANY, contractor and its employees, agents and representatives are required to comply with the COMPANY's applicable Drug and Alcohol policies, as outlined herein.

COMPANY shall be solely responsible for determining whether or not any particular contract services or activities are considered safety sensitive with respect to whether or not a specific contractor must have its own drug and alcohol misuse and prevention program in place.

If applicable, CONTRACTOR certifies that all of its employees, subcontractors, agents and representatives who may perform work covered by this Contract are subject to Laboratory Testing Provisions which are substantially equal to COMPANY's Policy in all respects (COMPANY's Laboratory Testing Provisions are described in paragraphs 1 through 4 listed below). CONTRACTOR agrees to permit COMPANY, or its authorized representative, access to CONTRACTOR's property and records, without prior notification, for the purposes of examining/auditing CONTRACTOR's policies, practices and procedures pertaining to this requirement. Any deficiencies, as determined by COMPANY, can result in CONTRACTOR being removed from the work and/or being required to implement specified modifications prior to proceeding with work.

- A. The facilities performing the test (laboratory analysis) shall be properly licensed and fully accredited.
- B. COMPANY conducts drug and alcohol testing under the following circumstances:
 1. Pre-employment Testing - All applicants for employment are required to submit to Laboratory Testing following their acceptance of a contingent job offer and prior to beginning work (drug screen only).
 2. Reasonable Suspicion Testing - Undertaken when responsible officials have reasonable suspicion to believe an employee is in violation of COMPANY's Policy. For example, Laboratory Testing may be conducted in connection with a search if contraband is found in common areas and ownership cannot be determined; if an employee's performance, involvement in an accident, actions or appearance leads local management to believe there may be a violation of the Policy; or if an employee is charged with or being investigated in connection with a drug-related or alcohol-related criminal offense. The foregoing examples are not meant to be exclusive; other circumstances may arise which would constitute reasonable suspicion to request Laboratory Testing.
 3. Random Testing - All employees performing work in safety sensitive positions at all COMPANY locations are subject to random drug and alcohol testing as outlined below, with the exception of employees who are covered by a D.O.T. random testing program.

COMPANY defines a safety sensitive position as one in which requires that the employee perform the duties which are related to the safe operation or security of a facility or a piece of equipment and which, if not performed properly, could result in a serious safety risk or environmental hazard to employees, a facility, or the general public. All employees who have the direct responsibility of supervising employees who perform such duties are considered as occupying a safety-sensitive position.

Random Testing will be conducted at an annualized rate of 25% for those who work on pipelines and associated equipment and at 50% for those who fall under FHWA regulations.

4. Return to Work Testing - Employees who are permitted to return to work following a positive laboratory test or other Policy violation and/or rehabilitation are subject to Laboratory Testing as determined by Health Services, and as outlined in a Return to Work Agreement.
5. Aviation Department Testing - Employees in COMPANY's Aviation Department are subject to periodic unannounced testing at least once per year.

6. Government Required Testing - Employees will be required to submit to Laboratory Testing as required by the U.S. Department of Transportation or by other federal, state or local governmental agencies.

C. Definitions Contained in COMPANY's Policy

1. Company

"COMPANY" shall mean **Plains Marketing, L. P.** and any of its affiliates which are listed herein.

2. Unauthorized Drugs

For the purpose of this Policy, the term "Unauthorized Drugs" shall mean any substance, other than an Authorized Substance, which is, or has the effect on the human body of being, a narcotic, depressant, stimulant, hallucinogen, or cannabinoid, their precursors, derivatives, or analogues, and includes, but is not limited to, those substances scheduled as controlled substances pursuant to the Federal Controlled Substances Act, inhalants, "designed drugs", and "look-a-likes".

3. Authorized Substances

Substances having a physiological, psychological, or biochemical effect which are lawfully prescribed or which are available without a prescription, which are lawfully obtained by an employee and which an employee possesses and uses in the appropriate manner, in the dosages and for the purposes for which the substances were prescribed or manufactured, are considered "Authorized Substances" for the purposes of this Policy. In the case of alcohol, such is excluded from this definition to the extent its possession or consumption places an employee in violation of the "Alcohol Policy".

4. Company Premises

"Company Premises" includes, but is not limited to, **Plains Marketing, L. P. and its Affiliates** owned, rented, used, or leased property, including lodging furnished or paid for by the COMPANY; COMPANY work site locations, offices, and/or parking lots; or COMPANY owned, leased, or rented vehicles, aircraft, vessels, or equipment.

5. Alcohol

"Alcohol" includes, but not limited to, distilled spirits, liquor, beer, wine, malt liquor or any other intoxicants used for beverage purposes.

6. Under the Influence of Alcohol

"Under the Influence" shall mean that an individual is affected by Alcohol in any detectable manner. Evidence of being under the influence may be established by a professional or lay person's opinion, a physiological test/analysis, or a biochemical test/analysis. An "Under the Influence" determination is not limited to nor must it consist of evidence of impairment of physical or mental ability or misconduct. An employee whose blood alcohol content is found to be equivalent to or greater than the governmentally recognized level for being under the influence shall be presumed to be Under the Influence of Alcohol.

7. Blood Alcohol Content

Additionally, an employee whose blood alcohol level content is determined during work hours to be equivalent to or greater than .04 percent Blood Alcohol Content will be in violation of this Policy.

8. Contraband

"Contraband" for purposes of this Policy shall mean drug paraphernalia.

9. Laboratory Testing

"Laboratory Testing" includes, but is not limited to, a physiological test/analysis or a biochemical test/analysis, including urinalysis, breath analysis, and blood analysis.

10. Personal Search

"Personal Search" includes a search of employees' personal property located on COMPANY Premises, including but not limited to, their personal effects, lockers, baggage, desks, lunch boxes, containers, purses, billfolds, parcels; private vehicles if on COMPANY Premises and living quarters, if furnished or paid for by the COMPANY; any COMPANY property assigned to employees; and a limited search of the person.

11. Policy Violations

COMPANY considers any of its employees who have a positive drug test result; have a blood alcohol content .04% or higher during working hours; possess prohibited materials, fail to cooperate with COMPANY requests for testing and/or searches; or who otherwise violate any provision of its Policy are subject to severe disciplinary action up to and including discharge for the first violation.

D. Resource Listing

American Council for Drug Education	800-488-DRUG
Compliance Services	318-457-2443
DISA Contractors Consortium	800-752-6432
Drug Regulations Compliance, Inc.	318-868-7569
Institute for a Drug Free Workplace	202-842-7400
National Clearinghouse for Alcohol & Drug Information Workplace Helpline	800-843-4971
National Institute on Drug Abuse	301-443-6245
Pipeline Testing Consortium, Inc.	316-669-8800
DOT 49CFR, Parts 192, 195 & 199	

EXHIBIT B**I. EQUAL OPPORTUNITY**

(applicable to all contracts and purchase orders in excess of \$10,000)

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**II. EQUAL OPPORTUNITY FOR WORKERS
WITH DISABILITIES**

(applicable to all contracts and purchase orders in excess of \$10,000)

- (1) The contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the contractor;

- (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the contractor including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 - (3) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 - (4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
 - (5) The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
 - (6) The contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

III. AFFIRMATIVE ACTION FOR DISABLED AND VIETNAM ERA VETERANS

(applicable to contracts and purchase
orders in excess of \$10,000)

- (a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The contractor agrees to list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).
- (c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- (d) The reports required in paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of non-disabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon

request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

- (e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.
- (f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
- (g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside his own organization for that opening.
- (h) As used in this clause:
 - (1) "All employment openings" includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
 - (2) "Appropriate office of the state employment service system" means the local office of the Federal-state national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.
 - (3) "Positions that will be filled from within the contractor's organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- (i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (j) In the event of a contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.
- (l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
- (m) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

IV. EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(applicable to all contracts containing the clause "Affirmative Action for Disabled and Vietnam Era Veterans")

- (a) The contractor shall report at least annually, as required by the Secretary of Labor, on:
 - (1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workplace of the contractor by job category and hiring location; and
 - (2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.
- (b) The above items shall be reported by completing the form entitled *Federal Contractor Veterans' Employment Report VETS-100*.

- (c) Reports shall be submitted no later than September 30 of each year.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period July 1 through September 1 of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.
- (f) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

**V. UTILIZATION OF SMALL, SMALL
DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN
(applicable to contracts in excess of \$500,000)**

Where required by the Contracting Officer and applicable regulations, the subcontractor shall agree to submit and negotiate a subcontracting plan which separately addresses subcontracting with small business concerns, with small disadvantaged business concerns and with women-owned small business concerns. The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

VI. DRUG-FREE WORKPLACE

(applicable to contracts of any dollar value if the
contract is with an individual, otherwise applicable to contracts in excess of \$100,000, except contracts
for the acquisition of commercial items)

- (a) Definitions. As used in this clause---

Controlled substance means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

Drug-free workplace means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

Employee means an employee of a Contractor directly engaged in the performance of work under a Government contract. *Directly engaged* is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

Individual means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) The Contractor, if other than an individual, shall--within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration); or as soon as possible for contracts of less than 30 days performance duration--
 - (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish an ongoing drug-free awareness program to inform such employees about--
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The contractor's policy of maintaining a drug-free workplace;

- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
 - (iii) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (5) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (6) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

EXHIBIT C

CONTRACTOR MINIMUM SAFETY REQUIREMENTS

NOTE: The following information is intended to set forth the minimum safety requirements expected by Company from its Contractors (including their subcontractors) in the performance of their obligations hereunder. Each Contractor shall be responsible for ensuring that its subcontractors comply with all of the following requirements. It is at all times the responsibility of each Contractor to implement and enforce any additional safety practices that may be necessary for the safe performance of operations by Contractor personnel and its sub-contractors. Additional job or site specific requirements may be specified by Company Management in its sole discretion as necessary to assure the safety of all persons involved with such operations.

A. PRE-JOB MEETING

Complete understanding of the safety and health requirements of the job are critical to the overall success of the project. After awarding of bids, Contractor(s) may be required to attend a pre-job meeting to discuss Contractor and subcontractor safety requirements and job site safety/hazard information. Contractor shall, at each work location, assign one of its employees, agents or subcontractor's as the "Person in Charge" for the purposes herein identified and stipulated.

B. REPORTING TO WORK:

All Contractor personnel shall report to the appropriate Company representative upon arrival at a work location. Contractor Management shall assure that Contractor personnel are given safety orientations for familiarization with potential job site hazards and emergency procedures specific to the current work location.

C. ACCIDENT, INJURY AND ILLNESS REPORTING PROCEDURES:

All work-related accidents, injuries and illnesses shall be reported immediately, or as soon as is safely possible, to the appropriate Company representative. It is the responsibility of the Contractor's designated person-in-charge to ensure that all accidents on the property or leases of Company involving death, personal injury or illness, fire and/or explosions, property damage, hazardous material spills and vehicles are reported both to Company and to all applicable Federal, State and local governmental bodies and agencies having jurisdiction thereof. Contractor shall provide to the Company, upon request, a list of any recordable injuries (as defined by 29 CFR 1904) that occurred on Company property.

D. CONTRACTOR RESPONSIBILITIES:

1. Contractor shall designate a person-in-charge for administration of these requirements. For contracts involving twenty-five (25) or more contract workers on work location, Contractor shall designate or provide a full-time Site Safety Representative to enforce Company and Contractor's safety requirements.
2. Contractor is to assure that all Contractor personnel are qualified and trained to perform contracted services.
3. Contractor is to provide its personnel with proper and well-maintained equipment, tools and personal protective equipment necessary for the particular job being performed, unless otherwise specified by Contract language.

4. Contractor is to adhere to all applicable Federal, State and local regulations pertaining to a particular operation for which its services are contracted.
5. Contractor is responsible for ensuring that all operations are conducted in a safe manner, and for promptly correcting and reporting to Company and Contractor's employees and subcontractors all known or suspected hazards or unsafe conditions.
6. Contractor is to instruct its personnel to report any known or suspected hazards or unsafe conditions to his/her immediate supervisor.
7. Contractor shall immediately notify the appropriate Company representative if known or suspected hazards or unsafe conditions involve Contractor or Company equipment/personnel.
8. Contractor shall provide to the Company, upon request, a copy of the Contractor's written Injury and Illness Prevention Plan (IIPP) or other written safety program and policy, if required, under Federal, State, or local regulatory agency.
9. Contractor is to assure the work area is maintained in a clean and orderly fashion.

E. PERSONAL PROTECTIVE EQUIPMENT:

This section lists general personal protective equipment requirements for Contractors and Subcontractors working at Company field or plant locations. Company Operations Management may require additional job-specific or site-specific personal protective equipment as necessary to assure the safety of all persons involved with such operations. Always refer to the Company's Personal Protective Equipment Plan for additional requirements at specific field or plant locations.

1. HEAD PROTECTION

It is the policy of the Company that, as a condition of employment, all contractors and visitors while on Company property shall wear hard hats except when in vehicles, in office buildings, or on the parking lots. All visitors shall be provided with a hard hat for temporary use while in the field.

All hard hats must meet ANSI Z89.1-1986 Class B or ANSI Z89.1-1997 Class E requirements for personal Protection – Protective Headwear for Industrial Workers. Metal hard hats are prohibited. The inside of the hard hat should have a label that indicates the following:

Manufacturer's Name ANSI Z89-1986 Class B	or	Manufacturer's Name ANSI Z89.1-1997 Class E
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2. FOOT PROTECTION

It is the policy of the Company that, as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear ANSI Z41-1991 Personal Protection – Protective Footwear[®] approved safety (steel toe) shoes to help prevent foot injuries, ankle injuries, slips, and falls.

All ANSI Z41 approved safety footwear is acceptable. A low heel is recommended for any worker required to climb ladders. Soles are to be slip, chemical, and oil resistant. A puncture resistant foot bed is recommended. Electrical workers should use safety footwear approved for electrical use. Since leather boots and shoes can absorb chemicals and other irritant substances, rubber boots should be worn when handling chemicals and other materials, which require protection from absorption.

3. EYE/FACE PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work and/or job assignments are required to wear ANSI Z87.1-1989, American National Standard Practice for Occupational and Educational Eye and Face Protection, approved safety glasses (with side shields), goggles, and/or face shields to help prevent eye and face injuries including those resulting from flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or light radiation. All ANSI Z-87 approved eye protection will have AZ-87 stamped on the frames and AZ-87 or the manufacturer's code stamped on the lens. Face shields are never to be worn alone. When the activity requires the use of a face shield, approved safety glasses or goggles will be worn also.

4. HEARING PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in posted work areas or any area where the noise level exceeds 90 dBA are required to wear appropriate hearing protection.

Hearing protection should be worn in areas that are not posted if either of the following applies:

- a) There is a potential for temporary elevated noise level such as when high-pressure gases are released.
- b) If it is necessary to raise one's voice in order to talk to others at a distance of three (3) feet or less.

5. PROTECTIVE CLOTHING

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear clothing suited to the work, weather and environment in which they work. Cotton or wool clothing is preferable due to its natural resistance to fire and static electricity. The hazards present in the office are not the same as those found in the field. Office personnel should utilize good judgment when selecting work apparel.

Shirts shall be worn on the job. They shall be buttoned up the front and at the cuffs. Shirttails shall be tucked into the trousers. Shirtsleeves may be short or rolled up. Tank tops, short tops and sleeveless shirts are not permitted. Full-length pants are required. Shorts or cut-off jeans are not permitted. Loose, ragged, or defective clothing or shoes shall not be worn.

When working around moving or rotating machinery, DO NOT wear any of the following:

- Neckties
- Neck chains
- Gauntlet gloves or gloves that fasten around the wrist
- Loose or ragged clothes
- Handkerchiefs or rags tied in such a way that prevents their movement by one quick, easy pull.

Wearing jewelry such as earrings, rings, wristwatches, or neck chains on the job is discouraged and in some cases, not permitted because they can contribute to accidents or injuries.

Special protective clothing should be used where potential job hazards include:

- Exposure to hazardous chemicals
- Cuts from materials handled

- Other hazards that may be produced by special operations such as short-term exposure to heat or cold

Examples of activities in pipeline operation and maintenance activities that may require special protective clothing include:

- Welding operations
- Electrical work
- Hazardous material handling

(Note: When handling chemicals, follow the protective equipment requirements specified in the MSDS. Contact the Safety Department if you need assistance selecting protective equipment.)

6. HAND PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear gloves to help prevent hand injuries including cuts, burns, and chemical exposure, for example.

Rings shall be removed while at work in the field. Rings and wristwatches shall always be removed when working around energized electrical equipment and circuits or around moving or rotating equipment. Do not wear gauntlets or gloves that fasten around the wrist when working around moving or rotating equipment. Caution should be exercised when using other styles of gloves that might cause the hand to be pulled into a dangerous area.

Employees in the following designated work areas are required to wear protective gloves:

- Electricians
- Line Men
- Welders
- Welders' helpers
- Pipe fitters
- Pipe wrappers
- Chemical handling
- Those working around steam or hot equipment

7. FALL PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees exposed to unprotected work heights over six (6) feet shall use appropriate fall protection. Climbing and fall protection is provided in the workplace to minimize the risk of falls. Protection may be accomplished through the design of the facility and/or provision of personal safety gear. Fall protection equipment may include:

- Full body safety harnesses with appropriate lanyard(s)
- Safety climbs
- Personnel lifts
- Safety nets

8. RESPIRATORY PROTECTION EQUIPMENT

It is the policy of the Company that as a condition of employment, all contract and temporary employees exposed to atmospheres that are oxygen deficient (less than 19.5% O₂), contains asphyxiates (e.g., N₂ or CO₂), contains harmful concentrations of toxic contaminants (e.g., H₂S, NH₃, C₁₂, SO₂ or CO) or contain particulate contaminants (e.g., dust, fumes, chemical mist, smoke, etc.) shall use the appropriate respiratory protective

equipment. Respiratory protective equipment and use will meet NIOSH and ANSI Z88.1 requirements.

Contractor Supervisors shall provide approved respiratory protective equipment for all exposed company employees. The correct type of respiratory shall be specified for each job. Contractor Supervisors shall ensure employees are properly trained in the use of the respiratory protective equipment. Contractors required to use respiratory protective equipment will have a written Respiratory Protection Policy in compliance with 29 CFR 1910.134.

Only an air-supplied respirator with an egress bottle shall be used in atmospheres immediately dangerous to life and health – 1DLH (containing harmful concentrations of toxic contaminants such as H₂S, NH₃, C₁₂, SO₂ or CO) or are oxygen deficient (areas that contain less than 19.5% oxygen). Air purifying respirators are not allowed for this kind of environment.

Inspections of all respiratory protective equipment shall be completed before each use including a check of the tightness of connections and the condition of the face piece, valves, connecting tubes and headbands. Cylinders are to be refilled with breathing air certified as Grade AD, or better. Never use pure oxygen in an industrial respirator. Rubber or other elastic parts shall be inspected for pliability and signs of deterioration.

9. PERSONAL FLOTATION DEVICES

Contractor's personnel working or traveling over water shall have access to an U.S.A Coast Guard-approved personal floatation device (PFD).

A personal flotation device (PFD) must be available when riding in a boat. The PFD must be worn when riding anywhere other than inside the cab of the boat. When riding or working in a small open boat, a PFD must be worn at all times.

When working within a platform guardrail, a PFD need not be worn. If the work is being done outside of the guardrail, or if there is no guardrail, each employee must be wearing a personal flotation device.

10. OTHER PERSONAL PROTECTIVE EQUIPMENT

In addition to the protective equipment described above, special situations may required the use of additional personal protective equipment. Each Contractor shall be solely responsible for recognizing when such equipment is required and shall be responsible to provide such equipment. Company Operations Management, at its sole discretion, may also specify additional personal protective equipment requirements.

F. CONTRACTOR PERSONNEL SAFE WORK PRACTICES

This section lists basic safe work practice requirements for Company field or plant locations. Company Operations Management at its sole discretion may require additional job-specific safe work practices as necessary to assure the safety of all persons involved with such operations.

1. SAFETY MEETINGS

Contractors and subcontractors are encouraged to conduct daily tailgate safety meetings to discuss the day's work assignments and proper safety precautions. Contractor personnel may attend Company on-the-job safety meetings when held at Company locations, at the discretion of the appropriate Company representative. Prior to beginning an unfamiliar, hazardous or major project, Contractor personnel will conduct a safety meeting to discuss safe procedures and work practices.

2. SMOKING

Smoking is absolutely prohibited at all facilities except in designated smoking areas.

3. SIGNS

Contractor personnel shall be familiar with and comply with signs posted throughout Company facilities.

4. LOCK-OUT/TAG-OUT

All Contractors are required to be familiar with and comply with Company site-specific lock-out/tag-out procedures while working on powered equipment, when performing confined space entry operations, breaking open lines or closed systems, or other operations where the control of potential hazardous energy releases is necessary for personnel safety. Said procedures shall be made available by Company representative as necessary and required.

5. CONFINED SPACE ENTRY

All Contractors performing work involving Confined Space Entry as defined by pertinent OSHA regulations shall be familiar and comply with Company site-specific confined space entry permit procedures. Confined space entry permits shall be issued by Company personnel ONLY, unless otherwise specified by Company Operations Management. All contract personnel involved in Confined Space Entry shall, if requested, demonstrate that they have completed a Confined Space Entry training program meeting 29 CFR 1910.145, or applicable State regulation, prior to performing any Confined Space Entry operations.

6. HOT WORK/OTHER HAZARDOUS WORK

All Contractors conducting Hot Work (including without limitation welding, cutting, grinding) or other Hazardous Work as defined by Company Operations Management are required to be familiar with and comply with Company site-specific Hot Work / Hazardous Work Permit Procedures. ONLY Company personnel shall issue Hot Work / Hazardous Work permits unless otherwise specified by Company Operations Management.

7. HAZARD COMMUNICATION

- a. Contractor shall be familiar with and comply with Company site-specific Hazard Communication Program requirements and procedures.
- b. Company will provide to Contractor, upon request, an appropriate Material Safety Data Sheet (MSDS) for hazardous chemicals or materials maintained on a specific site or sites by Company. Such hazardous materials or chemicals will be properly stored and marked in accordance with OSHA Hazard Communications Regulations (29 CFR 1910.1200).
- c. Contractor shall provide to Company, upon request, an appropriate MSDS for any hazardous material or chemical, which Contractor brings on site. Such hazardous materials or chemicals will be properly stored and marked in accordance with OSHA Hazard Communication Regulations (29 CFR 1910.1200).
- d. Contractor shall provide to Company, upon request, a copy of the contractor's written Hazardous-Communication Program, in compliance with 29 CFR 1910.1200 and/or local state OSHA regulations.

8. PROCESS SAFETY MANAGEMENT

All contractors performing work on or near a Company facility governed by the Process Safety Management regulations (29 CFR 1910.119) will document that they have completed Process Safety Management training prior to performing any work at that facility. Company Operations Management will provide guidelines to the Contractor for this training, if necessary.

9. DEPARTMENT OF TRANSPORTATION

All contractors performing work on or near a Company facility governed by the Department of Transportation regulations (49 CFR Parts 190-199 and/or 49 CFR Part 382) shall have in effect a Drug and Alcohol Prevention Plan which, at a minimum, meets the requirements of those regulations. In addition, if the Contractor provides services that are governed by these regulations, the Contractor must have in effect a current Drug and Alcohol Prevention Plan that meets the requirements of those regulations. Contractor shall provide to the Company, upon request, a copy of the Contractor's written Drug and Alcohol Prevention Plan for review. Contractors providing services governed by these regulations must provide proof of training for Qualified Individuals under their Drug and Alcohol Prevention Plan.

10. HAZWOPER

All Contractors performing work regulated by OSHA HAZWOPER regulations (29 CFR 1910.120) or D.O.T. Hazardous Material regulations (49 CFR Parts 171-181) shall demonstrate that its assigned personnel have completed a training program at or above the level required for the work performed.

11. TRAINING

Contractors are solely responsible for ensuring that their employees are trained in accordance with applicable Federal, State, or local safety and health regulations, and that such training is documented. Such documentation may be subject to review by Company at any time prior to, during, or after the completion of the work throughout the term of this Master Service Contract.

12. OPERATOR QUALIFICATION PROGRAM

Contractor acknowledges and agrees to comply with Company's OQ Program described in Exhibit D attached to this agreement and entitled "Operator Qualification Program" and "Covered Tasks". This would apply to all individuals performing covered tasks as described in Exhibit D whether or not they were employed by Company. Contractor, subcontractor, or any other entity performing covered tasks on behalf of the Company.

NATIONAL RESPONSE CORPORATION

**AGREEMENT FOR
PROVISION OF RESPONSE RESOURCES**

BETWEEN

NATIONAL RESPONSE CORPORATION

AND

PLAINS PIPELINE, L.P.

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THIS AGREEMENT is made as of the 1st day of October 2008,

BETWEEN:

- (1) NATIONAL RESPONSE CORPORATION, a corporation incorporated and existing under the laws of Delaware and having its principal office at 3500 Sunrise Highway, Great River, New York 11739 (the "Provider"); and
- (2) the entity or entities identified as Plains Pipeline, L.P., including any owned or controlled affiliates or subsidiaries, and parent companies, known here as the "Client".

WHEREAS:

- (A) The Client is entering into this Agreement in the capacity described in Schedule 1 with respect to the Facility(ies) described in Schedule 1;
- (B) Pursuant to federal law of the United States and the laws of various states of the United States, the Client or the principals on whose behalf the Client is acting may be required to evidence preparedness to respond to discharges of oil from Facilities in United States navigable waters, including precontracting to meet planning requirements;
- (C) The Provider has, or through a network of independent contractors has access to, resources to respond to discharges of oil from Facilities as required under federal law in Section 4202 of the United States Oil Pollution Act of 1990 and under state laws and as denominated in Facility response plans;
- (D) The Provider and Client understand that the requirements for mobilization of response resources set forth under federal law, state laws or in Facility response plans are planning requirements and are not performance requirements;
- (E) The Client or the principals on whose behalf the Client is acting desire to name the Provider as its oil spill removal organization in the response plans for the Facilities referred to herein;
- (F) The Client has agreed to appoint the Provider to act as an Oil Spill Removal Organization upon and subject to the terms and conditions of this Agreement; and
- (G) The Provider accepts such appointment and agrees to act as an oil spill removal organization upon and subject to the terms and conditions of this Agreement.

BY WHICH IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 In this Agreement (including Schedules):

"Area of Service" means, the geographical area described in Schedule 2;

"Best Endeavors" means, with respect to either party, the performance in good faith to the extent of its total capabilities;

THIS AGREEMENT is made as of the 1st day of October 2008,

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- (C) The Provider has, or through a network of independent contractors has access to, resources to respond to discharges of oil from Facilities as required under federal law in Section 4202 of the United States Oil Pollution Act of 1990 and under state laws and as denominated in Facility response plans;
- (D) The Provider and Client understand that the requirements for mobilization of response resources set forth under federal law, state laws or in Facility response plans are planning requirements and are not performance requirements;
- (E) The Client or the principals on whose behalf the Client is acting desire to name the Provider as its oil spill removal organization in the response plans for the Facilities referred to herein;
- (F) The Client has agreed to appoint the Provider to act as an Oil Spill Removal Organization upon and subject to the terms and conditions of this Agreement; and
- (G) The Provider accepts such appointment and agrees to act as an oil spill removal organization upon and subject to the terms and conditions of this Agreement.

BY WHICH IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 In this Agreement (including Schedules):

"Area of Service" means, the geographical area described in Schedule 2;

"Best Endeavors" means, with respect to either party, the performance in good faith to the extent of its total capabilities;

"Classification" means classification or other governmental approval required or available under Federal Law and State Law for an Oil Spill Removal Organization to be designated as such in the Response Plan;

"Discharge" means any emission (other than natural seepage), including, but not limited to, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Oil;

"Drills" means any drills, exercises, practices or other preparatory or simulated activities in connection with which the Client has requested the Provider to mobilize or deploy Response Resources or to provide other services;

"EPA Final Rule" means the final rule on Oil Pollution Prevention; Non-Transportation-Related Onshore Facilities dated August 30, 1994;

"Facility" means the Facility or facilities identified in Schedule 1;

"Federal Law" means the United States Oil Pollution Act (33 U.S.C. 2701, et seq.) ("OPA") and the Federal Water Pollution Control Act (33 U.S.C. 1321, et seq.) ("FWPCA") and any other federal laws regarding a Discharge and Response Activities and regulations promulgated pursuant thereto;

"Hazardous Substances" means substances defined as hazardous substances under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601, et seq.);

"Local Contractors" means independent oil spill removal companies located in the various states with whom the Provider has contracted to maintain and provide Response Resources in fulfillment of the Provider's obligations hereunder;

"Marine Oil Pollution Insurance" means terminal owners and operators insurance from the insurer named on Schedule 1 or another insurer acceptable to the Provider providing insurance cover for U.S. oil pollution liabilities, including removal costs, or such other form of insurance for oil pollution liabilities, including removal costs, as may be acceptable to the Provider;

"National Contingency Plan" means the National Contingency Plan prepared and published under Section 311 (d) of the FWPCA;

"Oil" means oil of any kind or in any form, including any and all substances defined or identified as oil under OPA, but shall not include substances defined or identified as Hazardous Substances;

"Oil Spill Removal Organization" means an entity established in a given geographic area to provide the personnel, equipment, supplies and other capability necessary to conduct response activities;

"Qualified Individual" means an English-speaking shore-based representative of the Client located in the United States, available on a 24-hour basis, familiar with implementation of the Response Plan and trained in his or her responsibilities under the plan, with full written authority to implement Response Activities and to engage the Provider for services hereunder;

"Removal Costs" means the charges of the Provider for deploying Response Resources to a Discharge or threatened Discharge, including the charges for mobilization and demobilization of personnel, equipment and

supplies; amounts reasonably paid to compensate third parties for property damaged or destroyed at the express instruction of the Client or Qualified Individual; and containment, removal and storage of discharged Oil;

"Responder Immunity Law" means Federal Law or applicable State Law which provides immunity from liability to those who respond to Discharges for the purpose of attempting to contain and remove Oil from the water, beaches or shoreline;

"Response Activities" means the action to contain and remove Oil from water, beaches and shorelines, the storage and disposal of recovered Oil, and other actions, including mobilization and demobilization of personnel, equipment, supplies and other capability as necessary to minimize or mitigate damage to the environment;

"Response Plan" means any contingency plan or response plan regarding Discharges covering the Facility prepared by or on behalf of the Client pursuant to Federal Law or State Law;

"Response Resources" means the trained personnel, equipment, supplies and other capability named in a Response Plan or mobilized to perform Response Activities pursuant to Federal Law and State Law, other than personnel, equipment, supplies and other capability required to be stored at the Facility;

"State Law" means the laws and regulations, if any, of the various state and local governments of any relevant state of the United States within the Area of Service regarding Discharges into navigable waters and Response Activities;

"U.S. Waters" means the navigable waters of the United States, including the waters of the Exclusive Economic Zone and the territorial waters of the states of the United States, all within the Area of Service;

- 1.2 Clause headings and the table of contents are inserted for convenience of reference only and shall be ignored in the interpretation of this Agreement.
- 1.3 Reference to Client shall include the Client or authorized agent or representative of the Client, and where the Client is acting as agent it shall include the principal(s) on whose behalf the Client is acting. Where the Client is acting on behalf of more than one principal, the rights and obligations of each principal shall be limited to the Facility(ies) owned and/or operated by such principal.
- 1.4 In this Agreement, unless the context otherwise requires:
 - (a) references to any law enactment, regulation shall be deemed to include references to such law, enactment or regulation as re-enacted, amended, extended, consolidated or replaced and any orders, decrees, proclamations, regulations, instruments or other subordinate legislation made thereunder;
 - (b) words importing the plural shall include the singular and vice versa;

- (c) the word "including" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall it take effect as, limiting the generality of any foregoing words.

2. PROVIDER'S OBLIGATIONS

2.1 The Provider shall provide, or cause to be provided, the services set out below for the Client and the Facilities within the Area of Service in exchange for the Basic Compensation provided in Clause 4:

- (a) sufficient Response Resources to enable the Client to meet the requirements of Federal Law and State Law for precontracting for availability of Response Resources, except as provided in 2.4;
- (b) the training of the Provider's and Local Contractors' response personnel, exclusive of Drills requested by the Client, in compliance with Federal Law and State Law requirements for Oil Spill Removal Organization Classification, and maintenance of records of such training;
- (c) compliance by the Provider and Local contractors with all applicable Federal Occupational Safety and Health Administration (OSHA) standards and similar State Laws and standards; and
- (d) all information regarding the Provider's and the Local Contractors' Response Resources which must be included in the Response Plan(s) of the Facility(ies) or to be filed with the U.S. Coast Guard or EPA or appropriate State authorities to obtain Classification.

2.2 The Provider shall provide, or cause to be provided, the services set out below for the Client and the Facility within the Area of Service, upon request from the Client in exchange for the Additional Compensation provided in Clause 4:

- (a) supply and deployment of Response Resources required by the Client to conduct Response Activities;
- (b) supervision and coordination of deployment and use of Response Resources in such manner as directed by the Client;
- (c) the training of personnel of the Client in Response Activities and maintenance of records of such training;
- (d) supply and Deployment of Response Resources in connection with Drills and maintenance of records of such Drills;
- (e) information concerning Response Resources, Response Activities and Removal Costs to assist the Client in connection with legal proceedings or for such other purposes as required by the Client.

2.3 (a) The Provider shall obtain and maintain Classification as an Oil Spill Removal Organization as provided under Federal Law and State Law;

- (b) In the event Classification is not available, the Provider warrants that it shall have sufficient Response Resources to enable the Client to meet the mandated levels of response capacity under Federal Law and State Law.
- 2.4
- (a) The Provider's obligations hereunder exclude providing Response Resources in accordance with U.S. Coast Guard planning standards for the average most probable discharge.
 - (b) The Provider shall arrange for the Client to contract with a local Contractor for the purpose of meeting U.S. Coast Guard planning standards for the average most probable discharge excluded under Clause 2.4(a) on an as needed basis and upon request of the Client. The terms and conditions of such engagement, including fees, shall be agreed between the Client and Local Contractor at the time services are rendered. If the Client wants to use such service, it shall notify the Provider by telefacsimile at least twenty-four hours prior to any cargo transfer activity.
- 2.5 The Provider shall (without prejudice to the generality of any of the obligations, duties, powers and discretion vested in the Provider under or pursuant to this Agreement) be entitled to:
- (a) employ such agents as it deems necessary or expedient;
 - (b) employ or engage trained superintendents, surveyors, engineers, consultants and experts to supervise or advise in relation to the services provided hereunder; and
 - (c) enter into subcontracts with related parties or independent contractors to perform any part of the services that Provider is obliged to perform under this Agreement.

The Provider shall be an independent contractor and not an agent of the Client except as provided in Clause 7.5.

- 2.6 Notwithstanding any provision of this Agreement to the contrary, the Provider may, in its discretion, cease to deploy Response Resources for Response Activities of the Client or to provide any other services provided hereunder, if the Client fails (i) to make or secure payment in accordance with, and within the time periods provided within this Agreement or (ii) to maintain adequate Marine Oil Pollution Insurance provided in Clause 3. The continuation of deployment of Response Resources after time periods for payment or security for payment have elapsed shall not be deemed a waiver of the Provider's rights under this Agreement. If the Provider ceases to deploy Response Resources or provide other services, or if the Client instructs the Provider to cease deployment of Response Resources or provide other services, the Provider shall be entitled to enter into an agreement with any other party, including governmental authorities, to deploy Response Resources or provide other services in connection with the same Discharge. If the Client instructs the Provider to cease deployment due to Federalizing of a spill or any other reason, the Client shall be responsible for the costs of reasonable and necessary measures taken by the Provider to demobilize, but not for costs incurred for the account of governmental authorities who may then engage the Provider.

3. CLIENT'S OBLIGATIONS

3.1 The Client shall:

- (a) designate a Qualified Individual and provide the Provider with the name, address, twenty four (24) hours-a-day telephone number and telefacsimile number of the Qualified Individual, and shall amend or update this information as necessary;
- (b) deliver, or caused to be delivered, to the Provider a copy of each Response Plan, including applicable waivers, and such other information concerning the Facility as the Provider may reasonably request;
- (c) pay, or provide security for payment of, services and Removal Costs of the Provider in accordance with Clause 4;
- (d) be responsible for deciding which Response Resources shall be requested from the Provider to conduct Response Activities;
- (e) be responsible for coordinating and directing overall Response Activities;
- (f) be responsible for disposal of all oil and hazardous substances collected by the Provider;

give notice to the Provider of any significant increase in the volume of oil movements or any significant changes in operation of the Facility in accordance with the procedures set forth in Provider's Instructions to Facilities;
- (h) maintain in force at all times Marine Oil Pollution Insurance and furnish, whenever requested by the Provider, confirmation of such insurance;
- (i) comply with the procedures set forth in Provider's Instructions to Facilities and Instructions to Clients consistent with the Response Plan;
- (j) obtain and provide Provider with the Client's Environmental Protection Agency identification number or other such authorization required by law for any Discharge or threatened Discharge classified as a Hazardous Substance, or similar designation, prior to the Provider providing services hereunder.

3.2 Notwithstanding Clause 3.1, the Client shall not be required to utilize the Provider to deploy Response Resources for Response Activities and may arrange for the supply and deployment of Response Resources for Response Activities in the Area of Service by any other person.

4. COMPENSATION

4.1 The Basic Compensation to be paid to the Provider in the form of an Annual Retainer Fee is set forth on Schedule 3.

4.2 The Additional Compensation to be paid to the Provider is as follows:

(a) Response Resources Use charges:

The Client shall pay the Provider for Response Resources deployed by the Provider or Local Contractors in connection with Response Activities taken in accordance with the time and material rates set out in Schedule 4.

The Provider alone is responsible for all payments due to the Provider's subcontractors, including Local Contractors, for services rendered.

(b) Other charges:

(i) The Client shall pay the Provider for other services requested by the Client in accordance with the time and materials rates specified in Schedule 4 or at such other rates as may be agreed at the time;

(ii) The Client shall pay the Provider for all reasonable costs of collection, litigation or settlement incurred by the Provider in order to collect unpaid fees for invoices, pursuant to this Agreement, including reasonable attorneys' fees.

4.3 The fees and charges referred to in this Clause shall be established annually and provided to the Client. The Provider's Basic Compensation shall remain fixed during each one year period of this contract. The Provider's Additional Compensation shall remain fixed during each one year period of this contract subject to adjustments noted on Schedule 4. The Client agrees to pay fees and charges in accordance with the fees and charges in effect at the time the services are rendered.

4.4 The method, terms and conditions of billing and payment are set forth in Schedules 3 and 4.

4.5 In order for Deployment of Response Resources to continue after the expire of (i) the first forty-eight (48) hours following the Client's request for Deployment (if such forty-eight (48) hour period includes one full business day) or (ii) the first full business day ending later than forty-eight (48) hours following the Client's request for Deployment, whichever occurs first, the Client shall arrange security for payment as follows:

- (a) deposit funds in an escrow account with an escrow agent on such terms as are acceptable to the Provider;
- (b) a standby letter of credit in favor of the Provider issued on terms and by a commercial bank reasonably acceptable to Provider;
- (c) a guarantee in favor of the Provider issued on terms and by another party reasonably acceptable to the Provider;
- (d) an undertaking in favor of the Provider issued on terms and by an insurance underwriter acceptable to the Provider; or
- (e) such other form of security, or Credit arrangement, and on such terms as may be agreed between the Provider and the Client.

The amount of such security shall be agreed by the parties at the time as appropriate to the circumstances, and shall be increased as reasonably required by Agreement of the parties.

- 4.6 Nothing herein shall be read to oblige the Provider to continue to deploy Response Resources when it has not been paid for Basic Compensation services rendered or services to be rendered.

5. RESPONSE PROCEDURE

- 5.1 The Client may initiate a request for the deployment of Response Resources for Response Activities by a direct telephone call to the Provider at 1-(800) 899-4672 or (631) 224-9141, and such telephone call shall be deemed a request for the deployment of Response Resources by the Client for purposes of this Agreement.
- 5.2 The person initiating Response Activities on behalf of the Client shall provide information to the Provider as indicated in the Provider's Instructions to Clients. This information shall include:
- (a) the name of the Client;
 - (b) the caller's name and title;
 - (c) the name and location of the Facility;
 - (d) the location of the spill including geographic coordinates;
 - (e) the nature and estimated quantity of the Oil discharged;
 - (f) the approximate time of the incident;
 - (g) the weather conditions on the scene and forecasted weather conditions, if known;
 - (h) the condition of the Facility;
 - (I) the name of the Qualified Individual and Federal On-Scene Coordinator (OSC), if known;
 - (j) the Response Resources required to be deployed at that time.
- 5.3 The Client shall be responsible to notify governmental authorities as required by Federal Law or State Law of the Discharge. The Provider, however, is not precluded from notifying governmental authorities if deemed appropriate.
- 5.4 Upon receipt of the request for the deployment of Response Resources by the Client, the Provider shall use Best Endeavors to deploy such Response Resources in accordance with response time requirements specified under Federal law and State Law. Upon the Provider's arrival at the scene of the Discharge, the Qualified Individual, or other authorized representative of the Client, shall give the Provider written authorization to proceed with deployment of Response Resources. The Provider thereafter shall continue to act in accordance with the instructions of the Qualified Individual, or other authorized representative of the Client, subject to the terms of this Agreement.
- 5.5 The Client shall give the Qualified Individual, or other authorized representative on scene, full authority to approve the daily worksheets submitted by the Provider.

6. LIMITATIONS ON PROVIDER'S OBLIGATIONS

In the event the Provider is requested to deploy Response Resources for Response Activities for more than one Discharge within the Area of Service, the Provider and Client shall make

good faith efforts to agree on allocation of Response Resources between the spills. In the absence of such agreement, the Provider shall allocate its Response Resources as directed by the OSCs for the concurrent spills. In the absence of such direction the Provider shall not be obligated to remove or divert Response Resources from Response Activities in connection with another spill initiated prior to the request for deployment of Response Resources by the Client if the Provider deems that such Response Resources are necessary for proper completion of the previously initiated Response Activities. The Provider shall give notice to the Client if it will be unable to respond due to deployment of Response Resources for a discharge by another client.

7. DISCLAIMERS AND LIABILITY

- 7.1 THERE ARE NO WARRANTIES, INCLUDING A WARRANTY OF WORKMANLIKE SERVICE, WHICH EXTEND BEYOND THOSE EXPRESSLY SPECIFIED IN THIS AGREEMENT.
- 7.2 The Client acknowledges that Response Resources deployed by the Provider under this Agreement will be deployed on an emergency basis and that the purpose of Response Activities for which such Response Resources will be deployed is to remove, to the maximum extent practicable, Oil from a Discharge. The Provider does not warrant, by the terms of this Agreement or by undertaking, that Response Activities conducted with Response Resources will render the scene of the Discharge, or areas affected by the Discharge, safe for any form of human activity, or in compliance with any Federal law or State Law.
- 7.3 In no event shall the Provider, its affiliates, agents, employees or subcontractors be liable for or obliged in any manner for any loss of profits and loss of use to the Client.
- 7.4 The Provider, its affiliates, agents, directors, officers, employees or subcontractors shall be entitled to the protection of Responder Immunity Law and nothing herein shall be construed to allow the Client to recover by way of contribution, indemnity or otherwise from the Provider, its affiliates, agents, directors, officers employees or subcontractors, any amounts for which the Client is liable to or has paid to third parties and for which the Provider, its affiliates, agents, directors, officers, employees or subcontractors would have no liability under the Responder Immunity Law applicable in the jurisdiction where the Discharge and/or Response Activities have occurred. In no event shall the Provider, its affiliates, agents, directors, officers, employees or subcontractors be liable for or obliged in any manner for damages suffered by the Client arising from services hereunder whether damages to third parties or the Client directly, unless the damages were directly caused by the gross negligence or willful misconduct of the Provider, its affiliates, agents, directors, officers, employees or subcontractors.
- 7.5 At no time shall the Provider be considered to have title to, or otherwise own, any Oil in the Facility or being removed from the water, shoreline or elsewhere, or to be in possession or control of any such Oil or Hazardous Substances, except as the Client's agent.

8. INSURANCE

8.1 The Provider and its subcontractors shall, at their own cost and expense, procure and maintain in effect during the term of this Agreement the following insurances:

<u>Coverage</u>	<u>Limits</u>
Worker's Compensation	Statutory
Comprehensive General Liability (Bodily Injury/Property Damage)	\$1,000,000 (Basic)
Employer's Liability	\$1,000,000 (Basic)
Automobile Liability	\$1,000,000 (Basic)
Marine Liability	\$1,000,000 (Basic)

NRC WILL PROVIDE CERTIFICATES REFLECTING LIMITS

- 8.2 The Provider shall, at the request of the Client, acquire additional insurance or increased coverage at the cost and expense of the Client.
- 8.3 The Provider, upon request, shall furnish the Client insurance certificates reflecting the Provider's compliance with Clause 8 of this Agreement.
- 8.4 The Client shall be responsible for maintaining its own liability insurance.

9. INDEMNIFICATION

- 9.1 The Provider agrees to indemnify, defend and hold harmless the Client from and against any and all costs, liabilities, claims, demands and causes of action which the Client may suffer, incur, or pay out to the extent caused by the gross negligence or willful misconduct of the Provider, its affiliates, officers, directors, employees or subcontractors except to the extent that such liabilities, claims, demands and causes of action occur as a result of the Client's failure to observe or comply with any applicable law, regulation or lawful authority, or its failure to observe or comply with and fulfill its obligations under this Agreement or as a result of the grossly negligent or wrongful acts of the Client, its employees or agents, or of third parties.
- 9.2 (a) The Client shall indemnify, defend and hold harmless the Provider, its affiliates, directors, officers, employees, agents and subcontractors from and against any and all costs, liabilities, claims, demands and causes of action to the extent caused by the Client's failure to observe or comply with any applicable law, regulation or lawful authority, or its failure to observe or comply with and fulfill its obligations under this Agreement or as a result of the gross negligence or willful misconduct of the Client, its employees or agents, except to the extent that such liabilities, claims, demands or causes of action occur as a result of the gross negligence or willful misconduct of the Provider, its affiliates, officers, directors, employees or subcontractors;
- (b) Notwithstanding Clause 9.2(a), the Client shall indemnify, defend and hold harmless the Provider, its affiliates, directors, officers, employees, agents and subcontractors

from and against any and all costs, liabilities, claims demands and causes of action for Removal Costs and damages under OPA §1002 or corresponding State Law which result from actions taken or omitted to be taken in the course of rendering care, assistance or advice in connection with a Discharge or threatened Discharge from a Facility consistent with the National Contingency Plan or as otherwise directed by the Client, the U.S. Coast Guard, the U.S. Environmental Protection Agency or other governmental authorities, which the Provider, its affiliates, directors, officers, employees, agents and subcontractors, individually or collectively, may suffer, incur, or pay out, except to the extent that:

- (i) the Provider, its affiliates, officers, directors, employees or subcontractors is entitled to immunity from liability under Responder Immunity Law;
- (ii) such liabilities, claims, demands and causes of action arise out of the gross negligence or willful misconduct of the Provider, its affiliates, officers, directors, employees or subcontractors;
- (iii) the Client 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 the Client or the Facility directly.
- (iv) such payment or indemnification would result in a payment by the Client in excess of the amount to which the Client 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 the Client or the Facility directly.
- (v) such liabilities, claims, demands and causes of action arise in respect of death or personal injury.

10. EXCUSE OF PERFORMANCE

- 10.1 The performance of this Agreement, except for the payment of money for services already rendered and such further services as are necessary for standby or to demobilize following suspension, may be suspended by either party in the event performance of this Agreement is prevented by a cause or causes beyond the reasonable control of either party or force majeure and not contemplated as a circumstance in which services hereunder are to be performed. Such causes shall include, but not be limited to, acts of God, acts of public enemies, war, rebellion, sabotage, riot, fire, explosion, unavoidable accident, or flood; Governmental laws, regulations, requirements, orders or actions; national defense requirements, injunctions or restraining orders, labor trouble, strike, lockout or injunction. In such event, the parties agree to use their Best Endeavors to eliminate the above referenced causes (provided that neither party shall be required to settle a labor dispute against its own best judgment).
- 10.2 The party asserting a right to suspend performance under this Agreement must, within a reasonable time after it has knowledge of

the effective cause, notify the other party of the cause for suspension, the performance suspended, and the anticipated duration of suspension. Upon receipt of such notice advising of a material or indefinite suspension of performance, and if such suspension substantially impairs the value of this Agreement to it, either party may terminate this Agreement on the number of days written notice set forth in Schedule 1, as provided in Clause 11.

- 10.3 The party asserting a right to suspend performance hereunder shall advise the other party when the suspending event has ended, and when performance will be resumed.
- 10.4 Nothing herein shall be construed to oblige the Provider to deploy Response Resources in connection with Response Activities where, in the good faith judgment of the Provider's supervisory personnel on the scene and with the agreement of the Federal On Scene Coordinator, circumstances in which the Response Activities are to be conducted present an unreasonable risk to life or property.

11. TERMINATION

- 11.1 If the Provider is unable, for a period of more than forty-five (45) days, to obtain or maintain Classification as an Oil Spill Removal Organization when such Classification is available, this Agreement may be terminated upon notice from the Client. In such event the Provider shall pay to the Client in a form of liquidated damages an amount equal to the prorated portion of the Annual Retainer Fee.
- 11.2 This Agreement may be terminated by the Provider upon forty-eight (48) hours notice to the Client in the event of the following:
- (a) with respect to a Facility or Facilities, when the Client has failed to provide the Provider with proof of insurance;
 - (b) when the Client is not current with payment of any fees or charges under this Agreement.
- 11.3 In the event of termination, the Client shall compensate the Provider for all services performed prior to termination and for such post-termination efforts as are reasonably related to the services such as demobilization and storage and disposal of recovered Oil.
- 11.4 Should the Client default in the performance of its obligations under this Agreement, or cease doing business as a going concern, become insolvent, commit an act of bankruptcy, or become the subject of any proceeding under the Bankruptcy Act or other insolvency laws, or be seized or nationalized by a government or government instrumentality, then the Provider may, without notice and without relieving the Client of its obligations hereunder, terminate this Agreement, declare the balance of fees and charges to be due and payable, and assert maritime or other liens against the Facility. Notwithstanding anything contained in this Agreement to the contrary, should the Client default in the performance of its obligations under Clause 4.5 of this Agreement, the Provider may, without notice and without relieving the Client of its obligations hereunder, terminate this Agreement, declare the balance of fees and charges to be due and payable.

12. CONFIDENTIALITY

- 12.1 The Provider and the Client (including both party's principals, employees, officers, directors, and agents) shall treat as confidential and proprietary and not disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform this Agreement (and then only on a confidential basis satisfactory to both parties), any information whether verbal or written, or any description whatsoever (including any technical information, experience or data) regarding the terms of this Agreement or the Provider's Response Resources and Contractors without, in each instance, securing the prior written consent of the other party, except when both parties agree that the other may disclose that the Client has contracted with the Provider or such information is otherwise in the public domain.
- 12.2 In the event that either party shall be required by subpoena, court, or administrative order (hereinafter "The Order") to disclose any of the information deemed by this Agreement to be confidential and/or proprietary, that party shall give immediate written notice to the other party. Upon receipt of same, the party whose information may be the subject of The Order expressly reserves the right to interpose all objections it may have to the disclosure of its information. The foregoing shall survive the termination or expiration of this Agreement and shall continue until a specific written release is given by either party.

13. NON-ASSIGNMENT

Except to the extent of the Provider's right to subcontract for Response Resources and other services hereunder, this Agreement is personal to the parties, and neither rights nor obligations may be assigned by either party without the prior written consent of the other party.

Client may assign this Agreement, in whole or in part, without the consent of Provider if the assignment is made to any affiliate of Client.

14. TERM

This Agreement shall continue in full force and effect for the period of years as indicated on Schedule 1 and for successive periods of one year thereafter unless terminated by either party upon notice to the other party ninety (90) days or more before the next renewal date.

15. WAIVER

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver be expressed in writing and signed by the party to be bound.

16. SEVERABILITY

If any section, subsection, clause or sentence of this Agreement shall be deemed illegal, invalid or unenforceable under any applicable law actually applied by any court of competent jurisdiction, such illegality, invalidity or unenforceability shall not affect the legality, validity and enforceability of this Agreement or any other section, subsection, clause or sentence thereof. Where, however, the provisions of any applicable law may be waived, they are hereby waived by the parties to

the full extent permitted by such law to the end that this Agreement shall be a valid and binding agreement enforceable in accordance with its terms.

17. GOVERNING LAW AND JURISDICTION

- 17.1 This Agreement shall be governed by and construed in all respects in accordance with the law of the State of Texas except to the extent that this Agreement entitles the Provider to the benefit of Responder Immunity Law applicable in the jurisdiction where the services are rendered in which case the Responder Immunity Law shall govern only the issue of the Provider's liability.
- 17.2 (a) In relation to any dispute arising out of or in relation to this Agreement, each of the Provider and the Client hereby irrevocably and unconditionally submits itself to the jurisdiction of the Courts of the State of Texas. Such courts within Texas shall have exclusive jurisdiction with relation to any dispute arising out of or in connection with this Agreement and for the benefit of the Client.
- (b) Each of the Provider and the Client hereby consents to service of process in any suit, action or other proceeding arising out of or in relation to this Agreement in such court within the State of Texas, and agrees that service by mail shall constitute valid service upon the Provider and/or Client.
- (c) Nothing in this Clause shall affect the right of the Provider to serve process in any manner permitted by law, or limit the right of the Provider to take proceedings with respect to this Agreement against the Client in any jurisdiction. Nor shall the taking of any proceedings with respect to this Agreement in any jurisdiction preclude the Provider from taking proceedings with respect to this Agreement in any other jurisdiction, whether concurrently or not.
- (d) The Provider may claim execution of any judgment or order in any court of appropriate authority of any state or country where the Client has any assets.

18. MISCELLANEOUS

- 18.1 This Agreement and the Schedules to this Agreement represent the entire understanding and agreement between the Provider and the Client and supersede any and all prior agreements, whether written or oral, that may exist between the Provider and the Client regarding same. No terms, conditions, prior course of dealings, course of performance, usage or trade, understandings, purchase orders or agreements purporting to modify, vary, supplement or explain a provision of this Agreement shall be effective unless set forth in writing and signed by representatives of each party authorized to amend this Agreement.
- 18.2 None of the provisions of this Agreement shall be deemed to constitute a partnership or joint venture between the parties for any purpose.
- 18.3 The Provider shall not be restricted (whether as Provider, agent, owner, operator, charterer or otherwise) from carrying on or being

concerned or interested in any business or activity which is or may be similar to or competitive with the business or activities now or at any time hereafter carried on by the Client.

19. NOTICES

19.1 Unless otherwise expressly provided herein, all notices, requests, demands, consents or other communications to or upon the parties under or pursuant to this Agreement shall:

- (a) be in English and in writing;
- (b) be deemed to have been duly given or made if it is:
 - (i) delivered by hand by a third party at the address of the relevant party set out below (or at such other address as the relevant party may hereafter specify to the other party) on the day of delivery; or
 - (ii) sent by telex or facsimile to the telex number or facsimile number of the relevant party set out herein, or to such other number as either party may hereafter specify to the other party, when sent.
 - (iii) in addition to the above, any notices, requests, demands, consents or other relevant communications will be sent to the Client's Law Department in Houston, TX.

19.2 For the purpose of this Clause, all notices, requests, demands or other communications shall be given or made by being addressed as follows:

Provider: National Response Corporation
 3500 Sunrise Highway
 Suite T-103
 Great River, NY 11739

 Telephone: (631) 224-9141
 Telefacsimile: (631) 224-9082

Client: Plains Pipeline, L.P.
 333 Clay Street, Suite 1600
 P. O. Box 4648
 Houston, TX 77210-4648
 Telephone: 713 993-5162
 Telefacsimile:
 Email: jrjanak@paalp.com

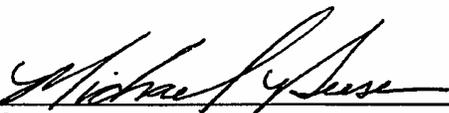
20. WARRANTY OF AUTHORITY

The Client hereby warrants that it has full authority to act on behalf of its principals with respect to the Facilities listed on Schedule 1 in respect of the matters addressed herein. The Client agrees to provide, if requested by the Provider, written confirmation of such authority.

21. CHANGE OF FACILITIES

- 21.1 The Client may delete a Facility from Schedule 1 and coverage under this Agreement if the Facility is to be taken out of service, on a quarterly basis as referenced in Schedule 3, with 30 days notice to Provider prior to the end of the quarter. Such Facility shall be deleted from coverage under the Agreement as of the end of the quarter specified in the notice.
- 21.2 The Client may add a Facility to Schedule 1 upon five (5) business days notice coupled with proof of Marine Oil Pollution Insurance and such other information as specified on Schedule 1 and as set forth in Provider's Instructions to Clients. Client's payment obligations will be amended at the commencement of the quarter following that in which the Facility is added.
- 21.3 Upon the addition or deletion of a Facility under this Clause, Schedule 1 will be amended accordingly and the Basic Compensation set forth in Schedule 3 will be amended based on the tankage of the listed Facilities and prorated for the remainder of the year.

IN WITNESS whereof the parties have duly executed this Agreement as of the date first written above.



Name:
Position:
For and on behalf of
NATIONAL RESPONSE CORPORATION



Name:
Position:
For and on behalf of
PLAINS PIPELINE, L.P.
By: PLAINS MARKETING GP Inc., Its
General Partner

MS SK

SCHEDULES

1. Description of Client Capacity and Facility
2. Description of Area of Service
3. Basic Compensation
4. Time and Material Rates
(Time & Material Rates can be access through NRC's website at www.nrcc.com. Client will need their Client Identification Number to access Time and Material Rates through the website.)
5. Termination Date

SCHEDULE 1

Client: Name: PLAINS PIPELINE, L.P.
Type of entity: Partnership
Existing under law of: Texas
Principal office: Houston, TX

Capacity in which acting:

If acting as agent,
name(s) of principal(s):

Assets: All PAALP Refinery, Terminal, Pipeline, and Truck Assets

Terms of Agreement: Years: 3 Year Term
Commencing: October 1, 2008

Days notice for termination (Clause 10.2):

SCHEDULE 2

DESCRIPTION OF SERVICE AREA

Provider spill response services will be provided in the following areas:

(1) The coastal and tidal waters, and the exclusive economic zone (as defined in the Oil Pollution Act of 1990 as "the zone established by Presidential Proclamation numbered 5030, dated March 10, 1983, including the ocean waters of the areas referred to as 'eastern special seas' in Article 3(1) of the Agreement between the United States of America and the Union of Soviet Socialist Republics on the maritime boundary, signed June 1, 1990") of the United States East, West and Gulf Coasts; with the inland and tidal bodies of water contained in item (2) to be generally accepted as the inward boundary of the Area of Service.

(2) The following inland and tidal bodies of water are included within the Area of Service:¹

ATLANTIC REGION

Penobscot River to Bucksport/Indian Point

(b) (7)(F)

Fore River to Turning Basin @ Rt. 295 Bridge

Portsmouth Harbor

Piscataqua River to Turning Basin

(b) (7)(F)

Boston Harbor; including:

-Chalco River to Turning Basin

(b) (7)(F)

-Mystic River to State Highway Rt. 99 Bridge

(b) (7)(F)

-Weymouth Fore River to Turning Basin Town

River Channel and to Pine Point

-Salem Sound to Power Plant Facility

(b) (7)(F)

Cape Cod Canal: channel entire length

Narragansett Bay; including:

-Providence River to India Point

-Taunton River to

(b) (7)(F)

Long Island Sound; including:

-Pegunnock River to Bridgeport (Grand Street Overpass)

-Thames River to Lehigh Oil Co. Pier

-Connecticut River to East Hartford

(b) (7)(F)

-Quinnipiac River to Grand Ave. Overpass

New York Harbor; including:

-Arthur Kill

-East River to Long Island Sound

-Jamaica Bay

-Hackensack River to 40°45'N

-Hudson River to George Washington Bridge

-Kill Van Kull

-Newark Bay

¹ These stated boundaries of service are provided for contractual purposes. Provider will review any interest in coverage outside of these areas on a case-by-case basis.

-Passaic River to General Pulaski Skyway
-Raritan Bay/River

Upper Hudson River from:

-George Washington Bridge to Turning Basin
(b) (7)(F)
Albany/Troy)

Delaware Bay and River; including:

-Delaware River to Trenton (Federal Bridge)
-Schuylkill River to University Avenue Bridge

-Christina River to I-495 Bridge
(b) (7)(F)

Chesapeake and Delaware Canal entirely

Chesapeake Bay; including:

-Elk River to Chesapeake & Delaware Canal
-Patapsco River to:
• Spring Garden Channel Turning Basin
• Fort McHenry Channel
N/W Branch Turning Basin
-Curtis Creek to I-695 Bridge
-Patuxent River to

(b) (7)(F)
-York River to Coleman Memorial Bridge

(b) (7)(F)
-James River to Richmond
(b) (7)(F)
-Elizabeth River to Turning Basin at Mains Creek
-Wicomico River to Salisbury

(b) (7)(F)

SOUTHEAST REGION

Cape Hatteras; including:

-Pamlico Sound
-Albemarle Sound

Cape Fear River to Turning Basin at Wilmington

Charleston Harbor; including:

-Cooper River to Amoco Chemicals Facility
-Ashley River to Southern Dredging Co. Slip
-Wando River to O'Hare Point

Savannah, including Savannah River,

to Houlihan Bridge

St. John's River to Piney Point

Port Canaveral including barge canal to NASA Causeway

Palm Beach to Turning Basin

Port Everglades from:

-Brook Memorial Causeway to
-Dania Cut-Off Canal

Miami, including Government cut and main channel to US 41

ICW-Key West to Old Rhodes Key

ICW-Old Rhodes Key to Turning Basin (Miami)

ICW-Turning Basin (Miami) to Southport Channel (Port Everglades)

ICW-Brook Memorial Causeway to Turning Basin (Palm Beach)

ICW-Turning Basin (Palm Beach) to Canaveral Barge Canal

ICW-NASA Causeway to Ponce Inlet

Boca Grande Pass including Pine Island Sound and ICW to Caloosahatchee River to FPL facility

Tampa Bay; including:

-Egmont Channel into Tampa Bay
-Ship Channel to Port Manatee Turning Basin
-Old Tampa Bay South and North of Gandy Bridge
-Hillsborough Bay to
• End of Ybor Channel
• Hillsborough River to Tampa Expressway,
• including McKay Bay

GULF REGION

St. Marks River to

(b) (7)(F)

Apalachicola Bay to US 98 Bridge

(b) (7)(F)

St. Andrews Bay and Channel to Panama City

Choctawhatchee Bay to the northern point of the ICW

(b) (7)(F)

Pensacola Bay to Bayou Chico Turning Basin

Mobile Bay; including:
-Chickasaw Creek to Highway 43
-Mobile River, 9' Navigation Channel approximately 3.0 miles North of Chickasaw Creek Junction

Pascagoula Bay; including Pascagoula River Channel to Marsh Lake Junction

Bayou Casotte to Turning Basin

Gulfport Channel to Turning Basin

Bay St. Louis to

(b) (7)(F)

Biloxi Bay to Industrial Seaway Turning Basin (approximately mile 15.0)

Mississippi River to US 190 Bridge at Baton Rouge

Atchafalaya River South of US 190 Bridge at Krotz Springs

Calcasieu River (including Industrial Canal, Rose Bluff Cutoff and Clooney Island Loop) to and including Old Town Bay

Sabine & Neches Rivers:
-Neches River (including Brakes Bayou) to I-10 overpass
-Sabine River to Port of Orange including Cow Bayou

Sabine Pass/Sabine Lake; including Taylor Bayou

Galveston Bay, East Bay

Galveston Bay, Trinity Bay, Houston Ship Channel

Houston Ship Channel to Turning Basin, including Buffalo Bayou to Turkey Bay

Galveston Bay, West Bay

Chocolate Bayou to approximately mile 9.5

Brazos River to Freeport, including Dow Chemical USA Barge Canal

Matagorda Bay; including:
-Lavaca Bay, including Port Lavaca to Tres Palacios
-Colorado River to Turning Basin
-Port Comfort to Turning Basin (inclusive barge channel)

Corpus Christi Bay; including:
-Industrial Canal to Viola Turning Basin
-Lydia Ann Channel
-Aransas Channel and Bay
-Redfish Bay
-La Quinta Channel

Brownsville, including:
-Ship Channel to Turning Basin
-Port Isabel Channel to Turning Basin

ICW-St. Joe Pass (Mississippi Sound) to Rigolets

ICW-Rigolets to Michoud

ICW-Michoud to Harvey Canal

ICW-Harvey Canal to Catahoula Bay

ICW-Catahoula Bay to Wax Lake Outlet

ICW-Wax Lake Outlet (Houma)-Houma Navigation Canal

ICW-Lake Cocodrie/Bayou Black/Bayou Chene/Bayou Boeuf

ICW-Bayou Boeuf to Wax Lake Outlet (Morgan City/Berwick)

ICW-Point Au Fer to Marsh Island

ICW-Grand Lake to Gibbstown

ICW-Grand Lake to Lake Calcasieu

ICW-Ellender to Port Arthur

ICW-Orange to Mud Bayou

ICW-Mud Bayou to East Bay (Galveston Bay)

ICW-East Bay to Galveston Bay Intersection

ICW-Cedar Lakes to Matagorda
Peninsula East (Matagorda Bay)

ICW-East Matagorda Bay to Matagorda
Bay

ICW-Matagorda Bay

ICW-Matagorda Bay, Port O'Connor

ICW-Espiritu Santo Bay to Aransas
Pass

ICW-Baffin Bay to Port Mansfield

Pacific Region²

Humboldt Bay, Eureka

San Francisco Bay, CA
Hunters Pt. Mooring
(37° 42'N, 122°19'W)

San Pablo Bay

Suisun Bay to Pittsburg
(38° 02'35"N, 121°53'30"W)

Ports of Los Angeles and Long
Beach

Port of San Diego

Strait of Juan De Fuca, WA

Northern Puget Sound

Southern Puget Sound to Tacoma

(b) (7)(F)

Rosario Strait, WA to U.S./Canada
Border

(b) (7)(F)

Grays Harbor, WA to Aberdeen, WA

(b) (7)(F)

Columbia River to U.S. Route #205
Bridge, Portland, OR
Harrington Pt, Crims Island, St.
Helens,

² In this region, if necessary the Client shall also maintain an agreement with a local oil spill removal organization to satisfy the requirements of State Law.

Vancouver to U.S. Route #205
Bridge

(b) (7)(F)

Willamette River, OR From
Junction with
Columbia River to RT, 405 Bridge,
Portland, OR

(b) (7)(F)

Hawaii

U.S. CARIBBEAN

North Coast of Puerto Rico,
including San Juan and Arecibo

San Juan Entrance and Harbor

West and Southwest Coast of Mona
Island, including Mayaquez/Guanica

South Coast of Puerto Rico
including Guanica, Guayanilla,
Ponce and Guayama

Guanica Bay (South Coast of Puerto
Rico)

Eastern Puerto Rico and the Islands
of Vieques, Culebra, and St. Thomas
(USVI)

Virgin Islands (USVI) St. Thomas,
St. John, St. Croix

INLAND WATERWAYS

Coverage is extended to the
following COTP zones:

Mobile
Memphis
New Orleans
St. Louis
Huntington
Pittsburgh
Chicago
Duluth
Paducah
Louisville

Provider's Area of Service extends
to all COTP zones in the Great
Lakes.

PLAINS ALL AMERICAN PIPELINE L.P.

SCHEDULE 3

2008

BASIC COMPENSATION

Total Annual Retainer **\$356,420 per Annum***

*Multi-year contracts are subject to a Consumer Price Index increase in the second and third years.

Term: Three-years, October 1, 2008 through September 30, 2011

Approved:



Name:
For and Behalf of
Plains Pipeline L.P.
By: Plains Marketing GP Inc.,
Its General Partner

MLJ
SK

MR

SCHEDULE 5

Initial Termination Date:

September 30, 2011

Morgan Creek Worst Case Discharge Tactical Response Plan

Basin Pipeline System

Basin Pipeline / Morgan Creek Crossing



(b) (7)(F)

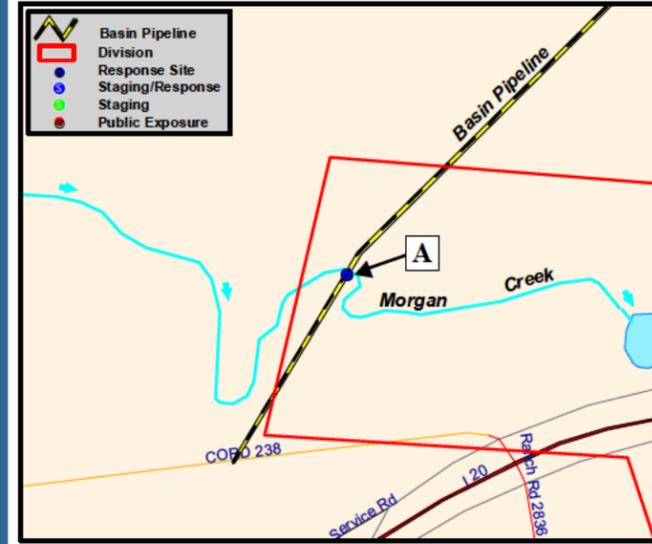
Site Information

Response Objective: Set up protection site to prevent product from migrating downstream into Lake Colorado City.

Site Description: Major pipeline system crossing narrow creek.

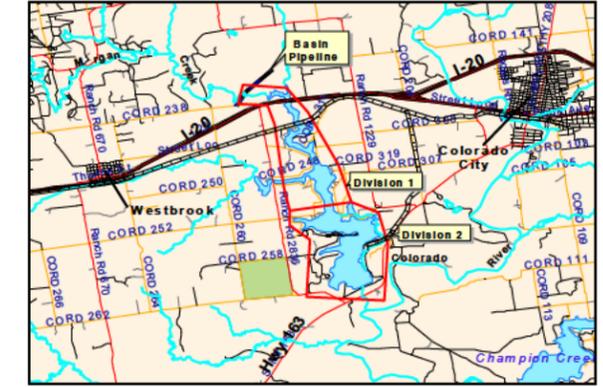
Distance from Pipeline: Basin Pipeline crossing.

Watercourse Description: Narrow creek with brushy shoreline flowing east towards Lake Colorado City.



Location of Worksite

Access to site by boat or ATV's.



Response Strategy

(b) (7)(F)

Site Objectives

- Notify emergency services to limit access and evacuate area as needed.
- Implement Site Safety Plan.
- Contain and recover product.
- Monitor for flammable vapors throughout duration of response operation.
- Initiate security measures to ensure site integrity.
- Notify downstream entities / emergency response personnel of potential threat.
- Assign contractor / company personnel to monitor equipment 24 Hours / day.

The product containment capacity at this site is 542 bbls. at 30° boom deployment and 1,592 bbls at 45° boom deployment.

Response Equipment & Personnel Listing

Type	Description	Qty	Recovery Rate (bbl/hr)
Recovery	Skimmer	2	
Storage	Portable Tanks (50 bbls)	2	
Boom	18" Hard Boom	400'	
	Anchoring System - stakes	4	
	8" sorbent	as needed	
Misc	Jon Boat	3-4	
	Monitoring Equip. - LEL Meter, etc.	as needed	
	PPE - per Site Safety Plan	as needed	
	ATV - 4 Wheeler	1	
	Vehicle - Pick-Up Truck	2	
Personnel	Communications - Radios, Cell Phones, etc.	as needed	
	Supervisor	1	
	Responder	4	
	Operator	4	

Site Characteristics

- | | | | | | | |
|--------------------------------|---|--------------------------------------|----------------------------------|---------------------------------|--------------------------------------|--------------------------------|
| Surface Type: | Surface Condition: | Area Type: | Population: | Shoreline: | Existing Facilities: | Stream Type: |
| <input type="checkbox"/> Grass | <input type="checkbox"/> Good All Weather | <input type="checkbox"/> Residential | <input type="checkbox"/> High | <input type="checkbox"/> Brushy | <input type="checkbox"/> Lighting | <input type="checkbox"/> Creek |
| <input type="checkbox"/> Paved | <input type="checkbox"/> Not Usable During Rain | <input type="checkbox"/> Rural | <input type="checkbox"/> Average | <input type="checkbox"/> Grassy | <input type="checkbox"/> Water | <input type="checkbox"/> River |
| <input type="checkbox"/> Dirt | <input type="checkbox"/> Improvement required | <input type="checkbox"/> Commercial | <input type="checkbox"/> Low | <input type="checkbox"/> Other | <input type="checkbox"/> Phone(s) | <input type="checkbox"/> Lake |
| | | | | | <input type="checkbox"/> Toilet | |
| | | | | | <input type="checkbox"/> Electricity | |
| | | | | | <input type="checkbox"/> Boat Ramp | |

[Previous Page](#)[Next Page](#)

Assignment List	Branch/Area Of Operation: Division 1	Division/Task Force/Group: Site A			
Incident Name:		Operational Period:			
Tactical Objective					
Set up protection site to prevent product from migrating downstream into Lake Colorado City.					
Description of Work					
High Water Tactic: Deploy 2-200' sections of containment and sorbent boom on each side of pipeline. Notify emergency services to limit access and evacuate area as needed. Low Water Tactic: Install underflow dam on either side of pipeline. Deploy sorbent boom as needed and recover product with vacuum trucks.					
Location of Work					
Access to site by boat or ATV's.					
Health and Safety Considerations					
See "Site Safety Plan"					
Environmental Considerations					
SCAT Objectives					
Equipment Resources					
Supplier	Resource Type	Description	Quantity	Status	Date/Time
	Recovery	Skimmer	2		
	Storage	Portable Tanks (50 bbls)	2		
	Boom	18" Hard Boom	400'		
	Anchor System	Danforth	4		
	Boom	8" Sorbent	As Needed		
	Boat	Jon Boat	3-4		
	Monitoring Equip.	LEL Meter, etc.	As Needed		
	PPE	Per "Site Safety Plan"	As Needed		
	Matting	Equipment Matting	As Needed		
	ATV	4-Wheeler	1		
	Vehicle	Pick-up Truck	2		
	Communications Equip.	Radios, Cellular Phones, etc.	As Needed		
Personnel Resources					
Supplier	Resource Type	Description	Quantity	Status	Date/Time
	Manpower	Supervisor	1		
	Manpower	Responder	4		
	Manpower	Operator	4		
Operations Personnel					
Title	Person	Radio	Phone	Pager	
Prepared by:		Approved by:		Date/Time Approved:	
ICS 204-Assignment List				© 1999-2000 dbSoft, Inc.	

Basin Pipeline System

I-20 Bridge / Morgan Creek Crossing



(b) (7)(F)

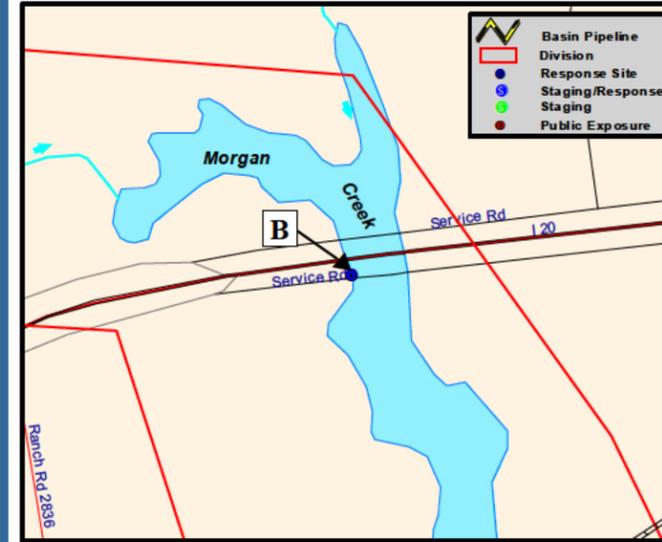
Site Information

Response Objective: Set up containment and recovery site to prevent product from migrating south along Morgan Creek.

Site Description: Flat, brushy area underneath busy highway. Area may need improvement depending on weather conditions.

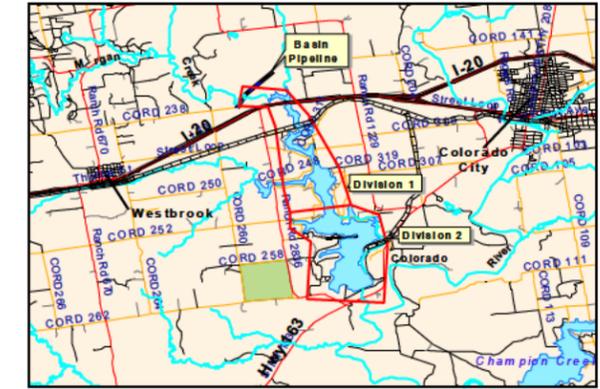
Distance from Pipeline: ~ 1.3 miles south (downstream) from the Basin Pipeline crossing.

Watercourse Description: Narrow winding creek with brushy shoreline flowing east toward Lake Colorado City.



Location of Worksite

I-20 west from Colorado City 5.3 miles, right on service road exit .1 miles, right on service road approximately .3 miles to site at Morgan Creek Crossing.



Site Objectives

- Notify emergency services to limit access along I-20 and evacuate area as needed.
- Implement Site Safety Plan.
- Monitor for flammable vapors throughout duration of response operation.
- Initiate security measures to ensure site integrity.
- Notify downstream entities / emergency response personnel of potential threat.
- Assign contractor / company personnel to monitor equipment 24 Hours / day.

The product containment capacity at this site is 542 bbls. at 30° boom deployment and 1,592 bbls at 45° boom deployment.

Response Equipment & Personnel Listing

Type	Description	Qty	Recovery Rate (bbl/hr)
Recovery	Vacuum Truck	2-3	100
Storage	Frac Tanks	2-3	
	Roll Off Box	2	
Boom	18" Hard Boom	500'	
	Anchoring System - stakes	6	
	8" sorbent	as needed	
Misc	Jon Boat	2-3	
	Monitoring Equip. - LEL Meter, etc.	as needed	
	PPE - per Site Safety Plan	as needed	
	ATV - 4 Wheeler	1	
	Vehicle - Pick-Up Truck	2	
Personnel	Communications - Radios, Cell Phones, etc.	as needed	
	Supervisor	1	
	Responder	4-6	
	Operator	4	

(b) (7)(F)

along east bank. Deploy 2-200' sections of containment boom from east bank towards recovery points along west bank at the I-20 bridge. Deploy sorbent boom as needed and recover product with vacuum trucks.

Site Characteristics

- | | | | | | | |
|--------------------------------|---|--------------------------------------|----------------------------------|---------------------------------|--------------------------------------|--------------------------------|
| Surface Type: | Surface Condition: | Area Type: | Population: | Shoreline: | Existing Facilities: | Stream Type: |
| <input type="checkbox"/> Grass | <input type="checkbox"/> Good All Weather | <input type="checkbox"/> Residential | <input type="checkbox"/> High | <input type="checkbox"/> Brushy | <input type="checkbox"/> Lighting | <input type="checkbox"/> Creek |
| <input type="checkbox"/> Paved | <input type="checkbox"/> Not Usable During Rain | <input type="checkbox"/> Rural | <input type="checkbox"/> Average | <input type="checkbox"/> Grassy | <input type="checkbox"/> Water | <input type="checkbox"/> River |
| <input type="checkbox"/> Dirt | <input type="checkbox"/> Improvement required | <input type="checkbox"/> Commercial | <input type="checkbox"/> Low | <input type="checkbox"/> Other | <input type="checkbox"/> Phone(s) | <input type="checkbox"/> Lake |
| | | | | | <input type="checkbox"/> Toilet | |
| | | | | | <input type="checkbox"/> Electricity | |
| | | | | | <input type="checkbox"/> Boat Ramp | |

Assignment List	Branch/Area Of Operation: Division 1	Division/Task Force/Group: Site B			
Incident Name:		Operational Period:			
Tactical Objective					
Set up containment and recovery site to prevent product from migrating south along Morgan Creek.					
Description of Work					
Deploy 100' section of protection boom across inlet upstream from I-20 bridge along east bank. Deploy 2-200' sections of containment boom from east bank towards recovery points along west bank at the I-20 bridge. Deploy sorbent boom as needed and recover product with vacuum trucks.					
Location of Work					
I-20 west from Colorado City 5.3 miles, right on service road exit .1 miles, right on service road approximately .3 miles to site at Morgan Creek Crossing.					
Health and Safety Considerations					
See "Site Safety Plan"					
Environmental Considerations					
SCAT Objectives					
Equipment Resources					
Supplier	Resource Type	Description	Quantity	Status	Date/Time
	Recovery	Vacuum Truck	2-3		
	Storage	Frac Tanks	2-3		
	Storage	Roll Off Box	2		
	Boom	18" Hard Boom	500'		
	Anchor System	Danforth	6		
	Boom	8" Sorbent	As Needed		
	Boat	Jon Boat	2-3		
	Monitoring Equip.	LEL Meter, etc.	As Needed		
	PPE	Per "Site Safety Plan"	As Needed		
	Matting	Equipment Matting	As Needed		
	ATV	4-Wheeler	1		
	Vehicle	Pick-up Truck	2		
	Communications Equip.	Radios, Cellular Phones, etc.	As Needed		
Personnel Resources					
Supplier	Resource Type	Description	Quantity	Status	Date/Time
	Manpower	Supervisor	1		
	Manpower	Responder	4-6		
	Manpower	Operator	4		
Operations Personnel					
Title	Person	Radio	Phone	Pager	
Prepared by:		Approved by:		Date/Time Approved:	
ICS 204-Assignment List			© 1999-2000 dbSoft, Inc.		

Basin Pipeline System

Missouri Pacific Railroad / Morgan Creek Crossing



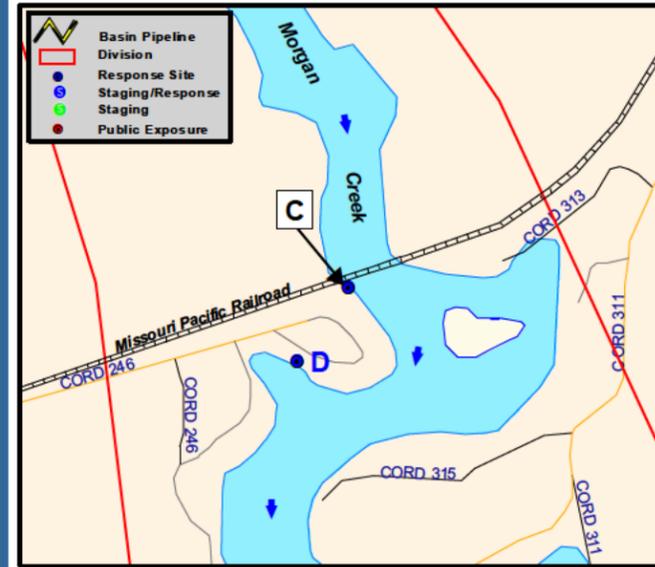
Site Information

Response Objective: Set up containment and recovery site to prevent product from migrating south towards Lake Colorado City.

Site Description: Flat, brushy area near railroad trestle.

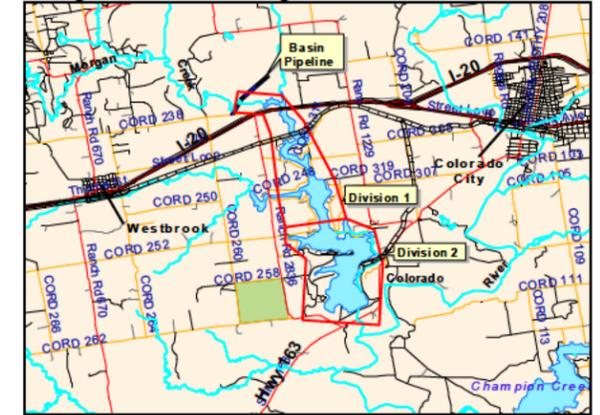
Distance from Pipeline: ~ 2.0 miles southeast downstream from the Basin Pipeline crossing.

Watercourse Description: Winding creek with brushy shoreline flowing south towards Lake Colorado City.



Location of Worksite

I -20 west from Colorado City 5.7 miles, left on Ranch Road 2836 .7 miles, left on CR 248 .6 miles to site at Missouri Pacific Railroad trestle and Morgan Creek Crossing.



(b) (7)(F)

Response Strategy

(b) (7)(F)

(b) (7)(F)

Site Objectives

- Notify emergency services to limit access and evacuate area as needed.
- Notify Missouri Pacific Railroad personnel of potential threat.
- Implement Site Safety plan.
- Perform Hazard Assessment and initiate monitoring program.
- Monitor for flammable vapors throughout duration of response operation.
- Initiate security measures to ensure site integrity.
- Notify downstream entities / emergency response personnel of potential threat.

The product containment capacity at this site is 966 bbls. at 30° boom deployment and 2,836 bbls at 45° boom deployment.

Response Equipment & Personnel Listing

Type	Description	Qty	Recovery Rate (bbl/hr)
Recovery	Shallow Water Skimmer	2	125
	Vacuum Truck	1	100
Storage	Fractank	1-2	
	Shallow Water Barge - (50 bbls.)	2	
	Roll Off Box	2-3	
Boom	18" Hard Boom	1600'	
	Anchoring System - anchors/stakes	11	
	8" sorbent	as needed	
Misc	Jon Boat	2-3	
	20' Boat	2	
	Push Boat	2	
	Monitoring equip - LEL meter, etc.	as needed	
	PPE - per Site Safety Plan	as needed	
	ATV - 4 Wheeler	1	
	Vehicle - Pick-Up Truck	2	
Personnel	Communications - Radios, Cell Phones, etc.	as needed	
	Supervisor	1	
	Responder	12-14	
	Operator	6-8	

Site Characteristics

- | | | | | | | |
|--------------------------------|---|--------------------------------------|----------------------------------|---------------------------------|--------------------------------------|--------------------------------|
| Surface Type: | Surface Condition: | Area Type: | Population: | Shoreline: | Existing Facilities: | Stream Type: |
| <input type="checkbox"/> Grass | <input type="checkbox"/> Good All Weather | <input type="checkbox"/> Residential | <input type="checkbox"/> High | <input type="checkbox"/> Brushy | <input type="checkbox"/> Lighting | <input type="checkbox"/> Creek |
| <input type="checkbox"/> Paved | <input type="checkbox"/> Not Usable During Rain | <input type="checkbox"/> Rural | <input type="checkbox"/> Average | <input type="checkbox"/> Grassy | <input type="checkbox"/> Water | <input type="checkbox"/> River |
| <input type="checkbox"/> Dirt | <input type="checkbox"/> Improvement required | <input type="checkbox"/> Commercial | <input type="checkbox"/> Low | <input type="checkbox"/> Flat | <input type="checkbox"/> Phone(s) | <input type="checkbox"/> Lake |
| | | | | | <input type="checkbox"/> Toilet | |
| | | | | | <input type="checkbox"/> Electricity | |
| | | | | | <input type="checkbox"/> None | |

Assignment List	Branch/Area Of Operation: Division 1	Division/Task Force/Group: Site C			
Incident Name:		Operational Period:			
Tactical Objective					
Set up containment and recovery site to prevent product from migrating south towards Lake Colorado City.					
Description of Work					
Deploy 2-200' sections of containment boom upstream from railroad trestle along east and west bank. Recover product with shallow water skimmers. Deploy 1-250' section of containment boom from east bank toward recovery point along west bank on south side of railroad bridge. Recover product with vacuum trucks. Deploy 350' and 600' of protection boom across cove inlets south of railroad trestle and deploy sorbent boom as needed.					
Location of Work					
I -20 west from Colorado City 5.7 miles, left on Ranch Road 2836 .7 miles, left on CR 248 .6 miles to site at Missouri Pacific Railroad trestle and Morgan Creek Crossing.					
Health and Safety Considerations					
See "Site Safety Plan"					
Environmental Considerations					
SCAT Objectives					
Equipment Resources					
Supplier	Resource Type	Description	Quantity	Status	Date/Time
	Recovery	Shallow Water Skimmer	2		
	Recovery	Vacuum Truck	1		
	Storage	Frac Tanks	1-2		
	Storage	Shallow Water Barge-(50 bbls.)	2		
	Storage	Roll Off Box	2-3		
	Boom	18" Hard Boom	1600'		
	Anchor System	Danforth	11		
	Boom	8" Sorbent	As Needed		
	Boat	Jon Boat	2-3		
	Boat	20' Boat	2		
	Boat	Push Boat	2		
	Monitoring Equip.	LEL Meter, etc.	As Needed		
	PPE	Per "Site Safety Plan"	As Needed		
	Matting	Equipment Matting	As Needed		
	ATV	4-Wheeler	1		
	Vehicle	Pick-up Truck	2		
	Communications Equip.	Radios, Cellular Phones, etc.	As Needed		
Personnel Resources					
Supplier	Resource Type	Description	Quantity	Status	Date/Time
	Manpower	Supervisor	1		
	Manpower	Responder	12-14		
	Manpower	Operator	6-8		
Operations Personnel					
Title	Person	Radio	Phone	Pager	
Prepared by:		Approved by:		Date/Time Approved:	
ICS 204-Assignment List				© 1999-2000 dbSoft, Inc.	

Basin Pipeline System

CR 248 Residential Area / Morgan Creek



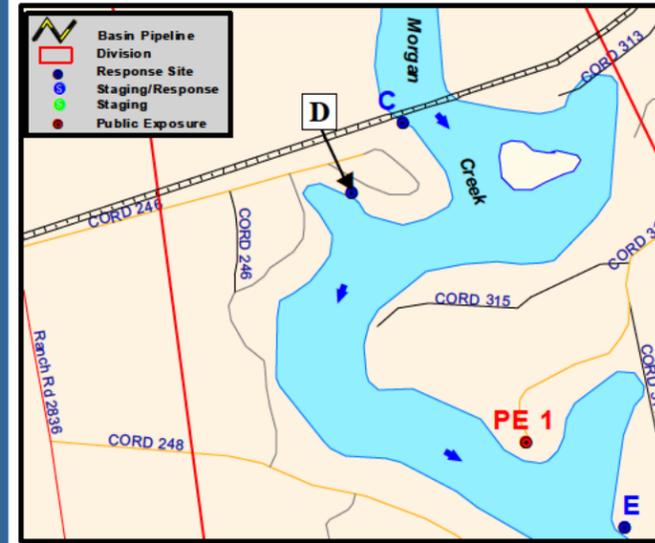
Site Information

Response Objective: Set up protection site to prevent product from entering into residential area inlet. Set up containment and recovery site to prevent product from migrating south on Morgan Creek towards Lake Colorado City.

Site Description: Flat, open area with a dirt and shell surface.

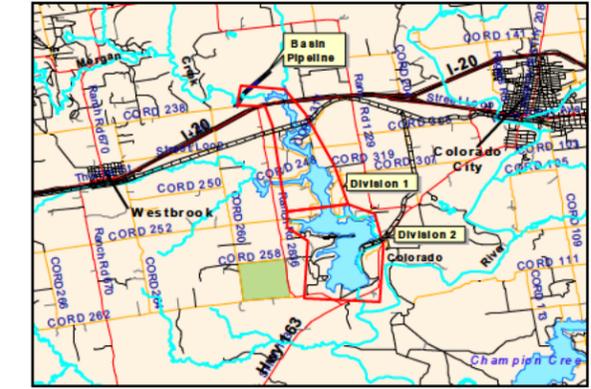
Distance from Pipeline: ~ 2.6 miles SW downstream from the Basin Pipeline crossing.

Watercourse Description: Narrow creek with brushy shoreline flowing east towards Lake Colorado City.



Location of Worksite

I-20 west from Colorado City 5.7 miles, left on Ranch Road 2836 .7 miles, left on CR 248 .7 miles to site at Residential Area and Morgan Creek.



(b) (7)(F)

(b) (7)(F)

Site Objectives

- Notify emergency services to limit access and evacuate area as needed.
- Notify USCG to limit marine traffic.
- Implement Site Safety plan.
- Monitor for flammable vapors throughout duration of response operation.
- Initiate security measures to ensure site integrity.
- Notify downstream entities / emergency response personnel of potential threat.

The product containment capacity at this site is 5,768 bbls. at 30° boom deployment and 16,917 bbls at 45° boom deployment.

Response Equipment & Personnel Listing

Type	Description	Qty	Recovery Rate (bbl/hr)
Recovery	Shallow Water Skimmer	2	125
Storage	Shallow Water Barge - 50 bbl	2-4	
Boom	18" Hard Boom	1700'	
	Anchoring System - anchors/stakes	8	
	8" Sorbent	as needed	
Misc	Jon Boat	2-4	
	20' Boat	2	
	Push Boat	2	
	Monitoring Equip. - LEL Meter, etc.	as needed	
	PPE - per Site Safety Plan	as needed	
	ATV - 4 wheeler	1	
	Vehicle - Pick-Up Truck	1	
Personnel	Communications - Radios, Cell Phones, etc.	as needed	
	Supervisor	1	
	Responder	10-12	
	Operator	6-8	

Site Characteristics

- | | | | | | | |
|--------------------------------|---|--------------------------------------|----------------------------------|---------------------------------|--------------------------------------|---------------------------------------|
| Surface Type: | Surface Condition: | Area Type: | Population: | Shoreline: | Existing Facilities: | Stream Type: |
| <input type="checkbox"/> Grass | <input type="checkbox"/> Good All Weather | <input type="checkbox"/> Residential | <input type="checkbox"/> High | <input type="checkbox"/> Brushy | <input type="checkbox"/> Lighting | <input type="checkbox"/> Creek Branch |
| <input type="checkbox"/> Paved | <input type="checkbox"/> Not Usable During Rain | <input type="checkbox"/> Rural | <input type="checkbox"/> Average | <input type="checkbox"/> Grassy | <input type="checkbox"/> Water | <input type="checkbox"/> River |
| <input type="checkbox"/> Dirt | <input type="checkbox"/> Improvement required | <input type="checkbox"/> Commercial | <input type="checkbox"/> Low | <input type="checkbox"/> Other | <input type="checkbox"/> Phone(s) | <input type="checkbox"/> Lake |
| | | | | | <input type="checkbox"/> Toilet | |
| | | | | | <input type="checkbox"/> Electricity | |
| | | | | | <input type="checkbox"/> None | |

Tactic: Deploy 400' of protection boom across cove inlet downstream from railroad trestle on NW bank. Deploy 700' of containment boom from east bank toward recovery point along west bank. Deploy 600' of containment boom across lake from SW point of peninsula on north bank of creek to south bank of creek. Deploy sorbent boom as needed and recover product with skimmers.

SNO

at P

Assignment List	Branch/Area Of Operation: Division 1	Division/Task Force/Group: Site D			
Incident Name:		Operational Period:			
Tactical Objective					
Set up protection site to prevent product from entering into residential area inlet. Set up containment and recovery site to prevent product from migrating south on Morgan Creek towards Lake Colorado City.					
Description of Work					
Deploy 400' of protection boom across cove inlet downstream from railroad trestle on NW bank. Deploy 700' of containment boom from east bank toward recovery point along west bank. Deploy 600' of containment boom across lake from SW point of peninsula on north bank of creek to south bank of creek. Deploy sorbent boom as needed and recover product with skimmers.					
Location of Work					
I -20 west from Colorado City 5.7 miles, left on Ranch Road 2836 .7 miles, left on CR 248 .7 miles to site at Residential Area and Morgan Creek.					
Health and Safety Considerations					
See "Site Safety Plan"					
Environmental Considerations					
SCAT Objectives					
Equipment Resources					
Supplier	Resource Type	Description	Quantity	Status	Date/Time
	Recovery	Shallow Water Skimmer	2		
	Storage	Shallow Water Barge-(50 bbls.)	2-4		
	Boom	18" Hard Boom	1700'		
	Anchor System	Danforth	8		
	Boom	8" Sorbent	As Needed		
	Boat	Jon Boat	2-4		
	Boat	20' Boat	2		
	Boat	Push Boat	2		
	Monitoring Equip.	LEL Meter, etc.	As Needed		
	PPE	Per "Site Safety Plan"	As Needed		
	Matting	Equipment Matting	As Needed		
	ATV	4-Wheeler	1		
	Vehicle	Pick-up Truck	1		
	Communications Equip.	Radios, Cellular Phones, etc.	As Needed		
Personnel Resources					
Supplier	Resource Type	Description	Quantity	Status	Date/Time
	Manpower	Supervisor	1		
	Manpower	Responder	10-12		
	Manpower	Operator	6-8		
Operations Personnel					
Title	Person	Radio	Phone	Pager	
Prepared by:		Approved by:		Date/Time Approved:	
ICS 204-Assignment List				© 1999-2000 dbSoft, Inc.	

Basin Pipeline System

Hughs Aquatic Base & Training Council
(Boy Scouts) / Morgan Creek



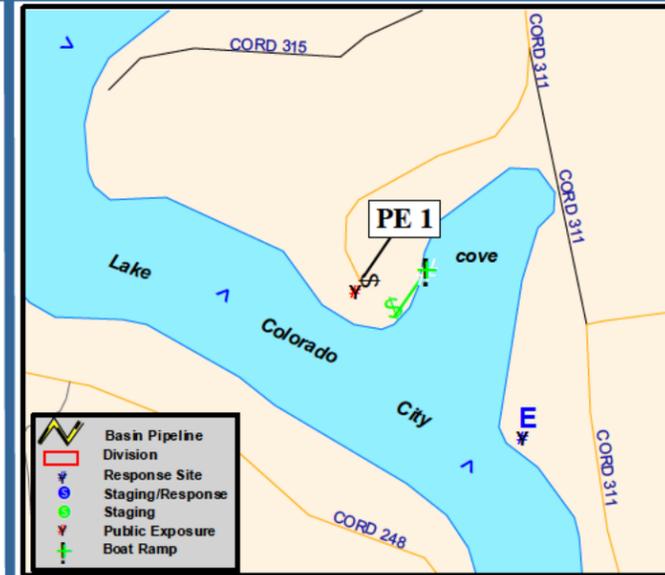
Site Information

Response Objective: Protect community health and safety, minimize environmental and economical impact, and initiate response operations immediately. Set up protection site to prevent product from migrating into sensitive areas.

Site Description: Large recreational area and training facility for boy scouts.

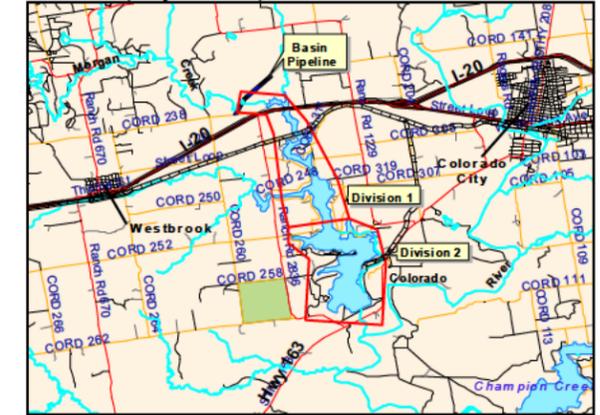
Distance from Pipeline: 2.9 miles south (downstream) from the Basin Pipeline crossing.

Watercourse Description: Narrow creek with brushy shoreline flowing southeast towards Lake Colorado City.



Location of Worksite

I -20 west from Colorado City 3.8 miles, left on Ranch Road 1229 .1 miles, right on CR 311 1.8 miles to site at Hughs Aquatic Base & Training Council (Boy Scouts).



(b) (7)(F)

Response Strategy

(b) (7)(F)

Site Objectives

- Notify emergency services to limit access and evacuate area as needed.
- Implement Site Safety plan.
- Monitor for flammable vapors throughout duration of response operation.
- Initiate security measures to ensure site integrity.
- Notify downstream entities / emergency response personnel of potential threat.

Response Equipment & Personnel Listing

Type	Description	Qty	Recovery Rate (bbl/hr)
Boom	18" Hard Boom	750'	
	8" Sorbent	as needed	
	Anchoring System-anchors/stakes	4	
Misc	Monitoring Equip. - LEL Meter, etc.	as needed	
	PPE - per Site Safety Plan	as needed	
	Vehicle - Pick-Up Truck	1	
	Communications - Radios, Cell Phones, etc.	as needed	
Personnel	First aid kit	as needed	
	Supervisor	1	
	Responder	2-4	

Site Characteristics

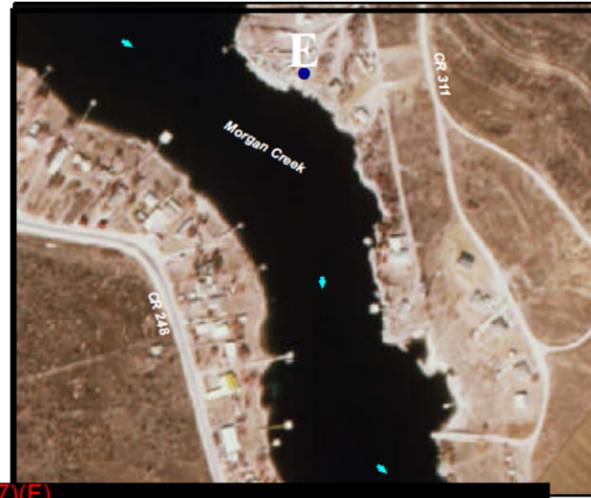
- | | | | | | | |
|--------------------------------|---|--------------------------------------|----------------------------------|---------------------------------|--------------------------------------|---------------------------------------|
| Surface Type: | Surface Condition: | Area Type: | Population: | Shoreline: | Existing Facilities: | Stream Type: |
| <input type="checkbox"/> Grass | <input type="checkbox"/> Good All Weather | <input type="checkbox"/> Residential | <input type="checkbox"/> High | <input type="checkbox"/> Brushy | <input type="checkbox"/> Lighting | <input type="checkbox"/> Creek Branch |
| <input type="checkbox"/> Paved | <input type="checkbox"/> Not Usable During Rain | <input type="checkbox"/> Rural | <input type="checkbox"/> Average | <input type="checkbox"/> Grassy | <input type="checkbox"/> Water | <input type="checkbox"/> River |
| <input type="checkbox"/> Dirt | <input type="checkbox"/> Improvement required | <input type="checkbox"/> Commercial | <input type="checkbox"/> Low | <input type="checkbox"/> Other | <input type="checkbox"/> Phone(s) | <input type="checkbox"/> Lake |
| | | | | | <input type="checkbox"/> Toilet | |
| | | | | | <input type="checkbox"/> Electricity | |
| | | | | | <input type="checkbox"/> Boat Ramps | |

Tactic: Notify emergency services to limit access and evacuate area as needed. Monitor for flammable vapors and warn inhabitants of potential threat. Deploy 750' of protection boom across cove on northeast bank of Lake Colorado City and deploy sorbent boom as needed.

Assignment List	Branch/Area Of Operation: Division 1	Division/Task Force/Group: Site PE1			
Incident Name:		Operational Period:			
Tactical Objective					
Protect community health and safety, minimize environmental and economical impact, and initiate response operations immediately. Set up protection site to prevent product from migrating into sensitive areas.					
Description of Work					
Notify emergency services to limit access and evacuate area as needed. Monitor for flammable vapors and warn inhabitants of potential threat. Deploy 750' of protection boom across cove on northeast bank of Lake Colorado City and deploy sorbent boom as needed.					
Location of Work					
I -20 west from Colorado City 3.8 miles, left on Ranch Road 1229 .1 miles, right on CR 311 1.8 miles to site at Hughs Aquatic Base & Training Council (Boy Scouts).					
Health and Safety Considerations					
See "Site Safety Plan"					
Environmental Considerations					
SCAT Objectives					
Equipment Resources					
Supplier	Resource Type	Description	Quantity	Status	Date/Time
	Boom	18" Hard Boom	750'		
	Anchor System	Danforth	4		
	Boom	8" Sorbent	As Needed		
	Monitoring Equip.	LEL Meter, etc.	As Needed		
	PPE	Per "Site Safety Plan"	As Needed		
	Matting	Equipment Matting	As Needed		
	Vehicle	Pick-up Truck	1		
	Communications Equip.	Radios, Cellular Phones, etc.	As Needed		
Personnel Resources					
Supplier	Resource Type	Description	Quantity	Status	Date/Time
	Manpower	Supervisor	1		
	Manpower	Responder	2-4		
Operations Personnel					
Title	Person	Radio	Phone	Pager	
Prepared by:		Approved by:		Date/Time Approved:	
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Basin Pipeline System

CR 311 Residential Area / Morgan Creek



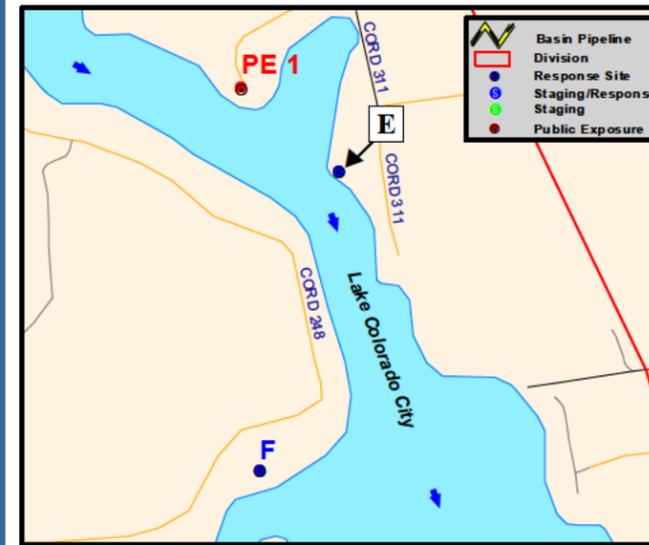
Site Information

Response Objective: Set up protection site to prevent product from migrating into populated inlets. Set up containment and recovery site to prevent product from migrating south along Morgan Creek.

Site Description: Residential area near Morgan Creek. Access to site is minimal. For best response access site by boat.

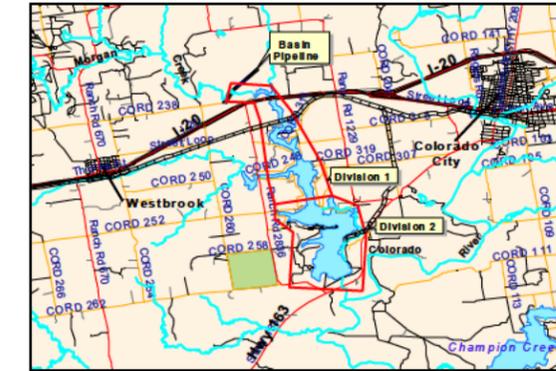
Distance from Pipeline: ~ 3.0 miles downstream on Morgan Creek from the Basin pipeline crossing.

Watercourse Description: Narrow creek with brushy shoreline flowing SE towards Lake Colorado City.



Location of Worksite

I-20 west from Colorado City 3.8 miles, left on Ranch Road 1229 .1 miles, right on CR 311 2.0 miles to site at CR 311 Residential Area and Morgan Creek. Access site from the Hughs Aquatic Base boat ramp.



(b) (7)(F)

tegy

Site Objectives

- Notify emergency services to limit access and evacuate area as needed.
- Implement Site Safety plan.
- Perform Hazard Assessment and initiate monitoring program.
- Monitor for flammable vapors throughout duration of response operation.
- Initiate security measures to ensure site integrity.
- Notify downstream entities / emergency response personnel of potential threat.

The product containment capacity at this site is 5,497 bbls. at 30° boom deployment and 16,120 bbls at 45° boom deployment.

Response Equipment & Personnel Listing

Type	Description	Qty	Recovery Rate (bbl/hr)
Recovery	Shallow Water Skimmer/Barge Skimmer	1-2	125
	Vacuum Truck	2-4	100
Storage	Fractank	2-4	
	Shallow Water Barge - 50 bbl	2	
	Roll Off Box	1	
Boom	18" Hard Boom	1500'	
	Anchoring System - anchors/stakes	14	
	8" Sorbent	as needed	
Misc	Jon Boat	2-4	
	20' Boat	2	
	Push Boat	1	
	Monitoring Equip - LEL Meter, etc.	as needed	
	PPE - per Site Safety Plan	as needed	
	ATV - 4 Wheeler	1	
	Vehicle - Pick-Up Truck	2	
Communications - Radios, Cell Phones, etc.	as needed		
Personnel	Supervisor	1	
	Responder	10	
	Operator	8	

(b) (7)(F)

Tactic: Deploy 700' of containment boom across creek from west bank to recovery area on east bank, and recover product with skimmer. Deploy 2-400' sections of containment boom from east and west banks of the creek and recover product with vacuum trucks. Deploy sorbent boom as needed.

Site Characteristics

- | | | | | | | |
|--------------------------------|---|--------------------------------------|----------------------------------|---------------------------------|-----------------------------------|--------------------------------------|
| Surface Type: | Surface Condition: | Area Type: | Population: | Shoreline: | Existing Facilities: | Stream Type: |
| <input type="checkbox"/> Grass | <input type="checkbox"/> Good All Weather | <input type="checkbox"/> Residential | <input type="checkbox"/> High | <input type="checkbox"/> Brushy | <input type="checkbox"/> Lighting | <input type="checkbox"/> Toilet |
| <input type="checkbox"/> Paved | <input type="checkbox"/> Not Usable During Rain | <input type="checkbox"/> Rural | <input type="checkbox"/> Average | <input type="checkbox"/> Grassy | <input type="checkbox"/> Water | <input type="checkbox"/> Boat Ramp |
| <input type="checkbox"/> Dirt | <input type="checkbox"/> Improvement required | <input type="checkbox"/> Commercial | <input type="checkbox"/> Low | <input type="checkbox"/> Other | <input type="checkbox"/> Phone(s) | <input type="checkbox"/> (community) |
| | | | | | | <input type="checkbox"/> Creek |
| | | | | | | <input type="checkbox"/> River |
| | | | | | | <input type="checkbox"/> Lake |

Assignment List	Branch/Area Of Operation: Division 1	Division/Task Force/Group: Site E			
Incident Name:		Operational Period:			
Tactical Objective					
Set up protection site to prevent product from migrating into populated inlets. Set up containment and recovery site to prevent product from migrating south along Morgan Creek.					
Description of Work					
Deploy 700' of containment boom across creek from west bank to recovery area on east bank, and recover product with skimmer. Deploy 2-400' sections of containment boom from east and west banks of the creek and recover product with vacuum trucks. Deploy sorbent boom as needed.					
Location of Work					
I -20 west from Colorado City 3.8 miles, left on Ranch Road 1229 .1 miles, right on CR 311 2.0 miles to site at CR 311 Residential Area and Morgan Creek. Access site from the Hughs Aquatic Base boat ramp.					
Health and Safety Considerations					
See "Site Safety Plan"					
Environmental Considerations					
SCAT Objectives					
Equipment Resources					
Supplier	Resource Type	Description	Quantity	Status	Date/Time
	Recovery	Shallow Water Skimmer / Barge Skimmer	1-2		
	Recovery	Vacuum Truck	2-4		
	Storage	Frac Tank	2-4		
	Storage	Rolloff Box	1		
	Storage	Shallow Water Barge-(50 bbls.)	2		
	Boom	18" Hard Boom	1500'		
	Anchor System	Danforth	14		
	Boom	8" Sorbent	As Needed		
	Boat	Jon Boat	2-4		
	Boat	20' Boat	2		
	Boat	Push Boat	1		
	Monitoring Equip.	LEL Meter, etc.	As Needed		
	PPE	Per "Site Safety Plan"	As Needed		
	Matting	Equipment Matting	As Needed		
	ATV	4-Wheeler	1		
	Vehicle	Pick-up Truck	2		
	Communications Equip.	Radios, Cellular Phones, etc.	As Needed		
Personnel Resources					
Supplier	Resource Type	Description	Quantity	Status	Date/Time
	Manpower	Supervisor	1		
	Manpower	Responder	10		
	Manpower	Operator	8		
Operations Personnel					
Title	Person	Radio	Phone	Pager	
Prepared by:		Approved by:		Date/Time Approved:	
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Basin Pipeline System

Cherry Creek / Lake Colorado City

Site Information

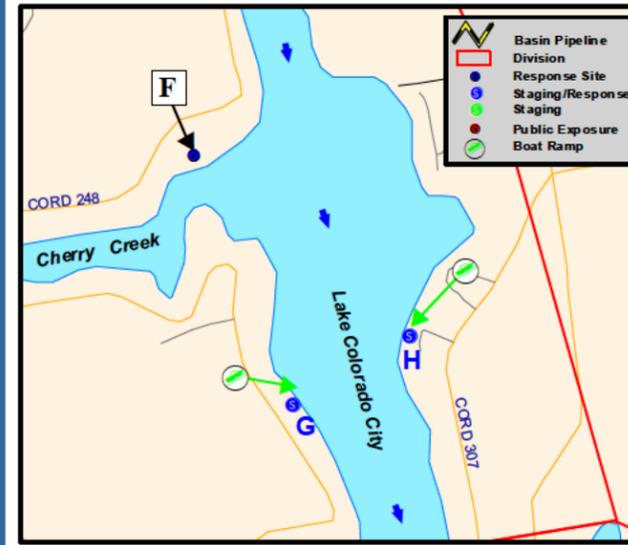


Response Objective: Set up containment and recovery site to prevent product from migrating south along Lake Colorado City. Set up protection site to prevent product from migrating into Cherry Creek.

Site Description: Residential areas on both sides of Cherry Creek with private boat docks.

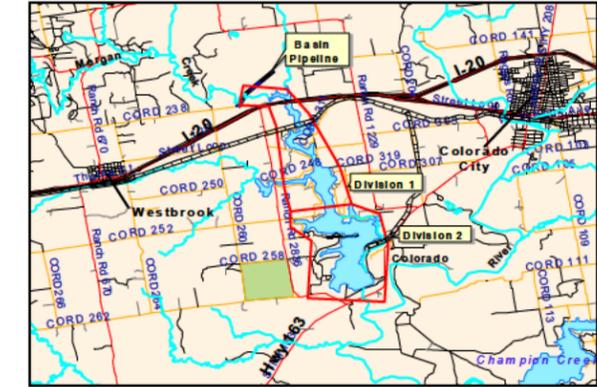
Distance from Pipeline: ~3.9 miles downstream on west bank of Lake Colorado City.

Watercourse Description:
Cherry Creek: Wide, shallow creek with grassy, brushy shoreline flowing east into Lake Colorado City.
Lake Colorado City: Wide, wind driven recreational lake.



Location of Worksite

I-10 west from Colorado City 6.3 miles, left on Ranch Road 2836 1.1 miles, left on CORD 248 1.5 miles to site on Cherry Creek / Lake Colorado City.



Strategy

(b) (7)(F)

Site Objectives

- Notify emergency services to limit access and evacuate area as needed.
- Implement Site Safety plan.
- Protect industrial facilities.
- Monitor for flammable vapors throughout duration of response operation.
- Initiate security measures to ensure site integrity.
- Notify downstream entities / emergency response personnel of potential threat.

The product containment capacity at this site is 2,443 bbls. at 30° boom deployment and 7,165 bbls at 45° boom deployment.

Response Equipment & Personnel Listing

Type	Description	Qty	Recovery Rate (bbl/hr)
Recovery	Shallow Water Skimmer/Barge Skimmer	1-2	125
Storage	Shallow Water Barge - 50 bbl	2	
Boom	18" Hard Boom	1150'	
	Anchoring System - anchors/stakes	6	
	8" Sorbent	as needed	
Misc	Jon Boat	2-4	
	20' Boat	1-2	
	Push Boat	1	
	Monitoring Equip. - LEL Meter, etc.	as needed	
	PPE - per Site Safety Plan	as needed	
	ATV - 4 Wheeler	1	
	Vehicle - Pick-Up Truck	1	
Communications - Radios, Cell Phones, etc.	as needed		
Personnel	Supervisor	1	
	Responder	8-10	
	Operator	6-8	

Site Characteristics

- | | | | | | | |
|--------------------------------|---|--------------------------------------|----------------------------------|---------------------------------|--------------------------------------|---------------------------------------|
| Surface Type: | Surface Condition: | Area Type: | Population: | Shoreline: | Existing Facilities: | Stream Type: |
| <input type="checkbox"/> Grass | <input type="checkbox"/> Good All Weather | <input type="checkbox"/> Residential | <input type="checkbox"/> High | <input type="checkbox"/> Brushy | <input type="checkbox"/> Lighting | <input type="checkbox"/> Creek Branch |
| <input type="checkbox"/> Paved | <input type="checkbox"/> Not Usable During Rain | <input type="checkbox"/> Rural | <input type="checkbox"/> Average | <input type="checkbox"/> Grassy | <input type="checkbox"/> Water | <input type="checkbox"/> River |
| <input type="checkbox"/> Dirt | <input type="checkbox"/> Improvement required | <input type="checkbox"/> Commercial | <input type="checkbox"/> Low | <input type="checkbox"/> Other | <input type="checkbox"/> Phone(s) | <input type="checkbox"/> Lake |
| | | | | | <input type="checkbox"/> Toilet | |
| | | | | | <input type="checkbox"/> Electricity | |
| | | | | | <input type="checkbox"/> Boat Ramp | |

Tactic: Deploy 550' of protection boom across Cherry Creek. Deploy 600' of containment boom from west bank of Lake Colorado City. Deploy sorbent boom as needed and recover product with a shallow water skimmer.

Assignment List	Branch/Area Of Operation: Division 1	Division/Task Force/Group: Site F			
Incident Name:		Operational Period:			
Tactical Objective					
Set up containment and recovery site to prevent product from migrating south along Lake Colorado City. Set up protection site to prevent product from migrating into Cherry Creek.					
Description of Work					
Deploy 550' of protection boom across Cherry Creek. Deploy 600' of containment boom from west bank of Lake Colorado City. Deploy sorbent boom as needed and recover product with a shallow water skimmer.					
Location of Work					
I-10 west from Colorado City 6.3 miles, left on Ranch Road 2836 1.1 miles, left on CORD 248 1.5 miles to site on Cherry Creek / Lake Colorado City.					
Health and Safety Considerations					
See "Site Safety Plan"					
Environmental Considerations					
SCAT Objectives					
Equipment Resources					
Supplier	Resource Type	Description	Quantity	Status	Date/Time
	Recovery	Shallow Water Skimmer / Barge Skimmer	1-2		
	Storage	Shallow Water Barge-(50 bbls.)	2		
	Boom	18" Hard Boom	1150'		
	Anchor System	Danforth	6		
	Boom	8" Sorbent	As Needed		
	Boat	Jon Boat	2-4		
	Boat	20' Boat	1-2		
	Boat	Push Boat	1		
	Monitoring Equip.	LEL Meter, etc.	As Needed		
	PPE	Per "Site Safety Plan"	As Needed		
	Matting	Equipment Matting	As Needed		
	ATV	4-Wheeler	1		
	Vehicle	Pick-up Truck	1		
	Communications Equip.	Radios, Cellular Phones, etc.	As Needed		
Personnel Resources					
Supplier	Resource Type	Description	Quantity	Status	Date/Time
	Manpower	Supervisor	1		
	Manpower	Responder	8-10		
	Manpower	Operator	6-8		
Operations Personnel					
Title	Person	Radio	Phone	Pager	
Prepared by:		Approved by:		Date/Time Approved:	
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Basin Pipeline System

CR 252 Residential Area Boat Ramp / Lake



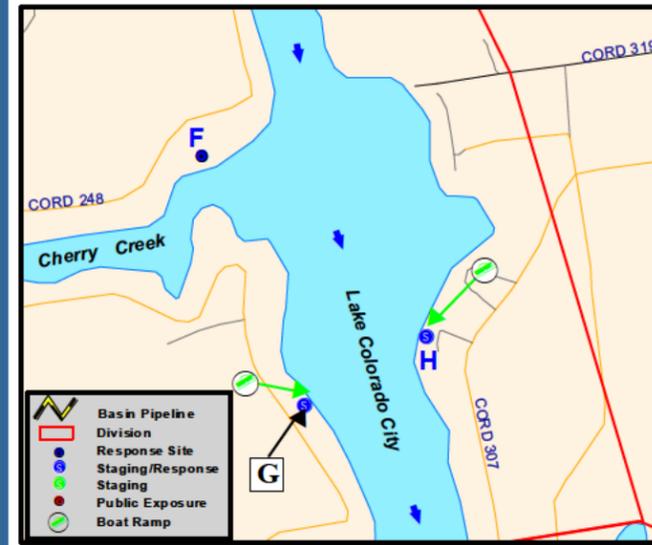
Site Information

Response Objective: Set up staging area as needed to facilitate response operations. Set up containment and recovery site to prevent product from migrating south along Lake Colorado City.

Site Description: Private boat ramp near residential area on west bank of Lake Colorado City.

Distance from Pipeline: ~4.3 miles on west bank of lake.

Watercourse Description: Wind driven, recreational lake with dam at southern end.



Location of Worksite

I-10 west from Colorado City 6.3 miles, left on Ranch Road 2836 2.0 miles, left on CR 248 1.3 miles to site at CR 252 Residential Area Boat Ramp / Lake Colorado City.



Response Strategy

(b) (7)(F)

Site Objectives

- Notify emergency services to limit access and evacuate area as needed.
- Implement Site Safety plan.
- Set up containment and recovery site.
- Monitor for flammable vapors throughout duration of response operation.
- Initiate security measures to ensure site integrity.
- Notify downstream entities / emergency response personnel of potential threat.

The product containment capacity at this site is 7,669 bbls. at 30° boom deployment and 22,489 bbls at 45° boom deployment.

Response Equipment & Personnel Listing

Type	Description	Qty	Recovery Rate (bbl/hr)
Recovery	Vacuum Trucks	2-4	100
	Shallow Water Skimmer/Barge Skimmer	1-2	125
Storage	Portable Tanks	2	
	Frac Tanks	2	
	Shallow Water Barge - 50 bbl	2	
Boom	18" Hard Boom	1700'	
	Anchoring System - anchors/stakes	8	
	8" Sorbent	as needed	
Misc	Jon Boat	2-4	
	20' Boat	1	
	Push Boat	1	
	Monitoring Equip. - LEL Meter, etc.	as needed	
	PPE - per Site Safety Plan	as needed	
	ATV - 4 Wheeler	1	
	Vehicle - Pick-Up Truck	1	
Communications - Radios, Cell Phones, etc.	as needed		
Personnel	Supervisor	1	
	Responder	6	
	Operator	5	

Site Characteristics

- | | | | | | | |
|--------------------------------|---|--------------------------------------|----------------------------------|---------------------------------|--------------------------------------|--------------------------------|
| Surface Type: | Surface Condition: | Area Type: | Population: | Shoreline: | Existing Facilities: | Stream Type: |
| <input type="checkbox"/> Grass | <input type="checkbox"/> Good All Weather | <input type="checkbox"/> Residential | <input type="checkbox"/> High | <input type="checkbox"/> Brushy | <input type="checkbox"/> Lighting | <input type="checkbox"/> Creek |
| <input type="checkbox"/> Paved | <input type="checkbox"/> Not Usable During Rain | <input type="checkbox"/> Rural | <input type="checkbox"/> Average | <input type="checkbox"/> Grassy | <input type="checkbox"/> Water | <input type="checkbox"/> River |
| <input type="checkbox"/> Dirt | <input type="checkbox"/> Improvement required | <input type="checkbox"/> Commercial | <input type="checkbox"/> Low | <input type="checkbox"/> Flat | <input type="checkbox"/> Phone(s) | <input type="checkbox"/> Lake |
| | | | | | <input type="checkbox"/> Toilet | |
| | | | | | <input type="checkbox"/> Electricity | |
| | | | | | <input type="checkbox"/> Boat Ramp | |

Tactic: Deploy 900' of containment boom from point southeast of Coopers Cove Marina to recovery site along the west bank at point south of boat ramp. Deploy 2-400' section of containment boom downstream along the west bank. Deploy sorbent boom as needed and recover product with vacuum trucks and skimmers.

Morris Environmental, Inc.

Division 1 Site G

Assignment List	Branch/Area Of Operation: Division 1	Division/Task Force/Group: Site G			
Incident Name:		Operational Period:			
Tactical Objective					
Set up staging area as needed to facilitate response operations. Set up containment and recovery site to prevent product from migrating south along Lake Colorado City.					
Description of Work					
Deploy 900' of containment boom from point southeast of Coopers Cove Marina to recovery site along the west bank at point south of boat ramp. Deploy 2-400' section of containment boom downstream along the west bank. Deploy sorbent boom as needed and recover product with vacuum trucks and skimmers.					
Location of Work					
I-10 west from Colorado City 6.3 miles, left on Ranch Road 2836 2.0 miles, left on CR 248 1.3 miles to site at CR 252 Residential Area Boat Ramp / Lake Colorado City.					
Health and Safety Considerations					
See "Site Safety Plan"					
Environmental Considerations					
SCAT Objectives					
Equipment Resources					
Supplier	Resource Type	Description	Quantity	Status	Date/Time
	Recovery	Vacuum Trucks	2-4		
	Recovery	Shallow Water Skimmer / Barge Skimmer	1-2		
	Storage	Portable Tanks	2		
	Storage	Frac Tanks	2		
	Storage	Shallow Water Barge-(50 bbls.)	2		
	Boom	18" Hard Boom	1700'		
	Anchor System	Danforth	8		
	Boom	8" Sorbent	As Needed		
	Boat	Jon Boat	2-4		
	Boat	20' Boat	1		
	Boat	Push Boat	1		
	Monitoring Equip.	LEL Meter, etc.	As Needed		
	PPE	Per "Site Safety Plan"	As Needed		
	Matting	Equipment Matting	As Needed		
	ATV	4-Wheeler	1		
	Vehicle	Pick-up Truck	1		
	Communications Equip.	Radios, Cellular Phones, etc.	As Needed		
Personnel Resources					
Supplier	Resource Type	Description	Quantity	Status	Date/Time
	Manpower	Supervisor	1		
	Manpower	Responder	6		
	Manpower	Operator	5		
Operations Personnel					
Title	Person	Radio	Phone	Pager	
Prepared by:		Approved by:		Date/Time Approved:	
ICS 204-Assignment List			© 1999-2000 dbSoft, Inc.		

Basin Pipeline System

Coopers Cove Marina Boat Launch & Storage / Lake Colorado City



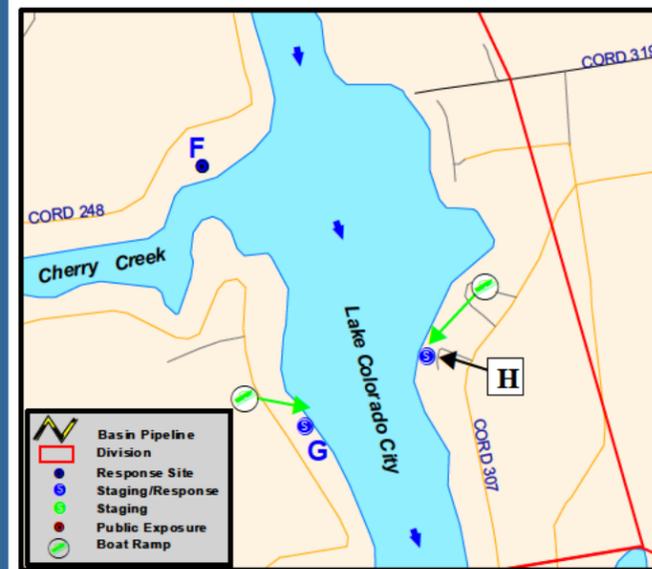
Site Information

Response Objective: Set up staging area as needed to facilitate response operations. Set up containment and recovery site to prevent product from migrating south along Lake Colorado City.

Site Description: Public boat launch, marina and recreational area with camp grounds

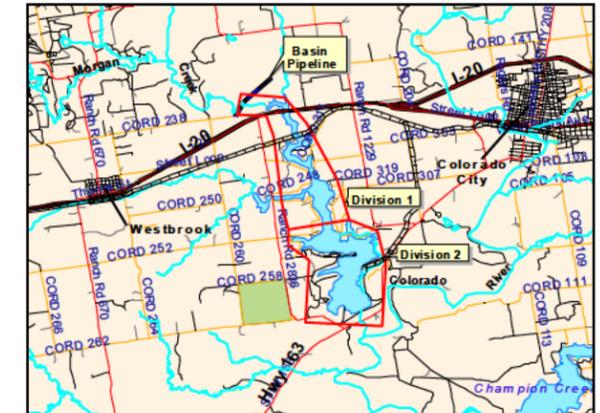
Distance from Pipeline: ~4.2 miles on east bank of lake.

Watercourse Description: Wide, wind driven, recreational lake with dam at southern end.



Location of Worksite

I-10 west from Colorado City .5 miles, left on Hwy 163 1.9 miles, right on CORD 307 3.3 miles to site at Coopers Cove Marina Boat Launch & Storage.



Response Strategy

(b) (7)(F)

Site Objectives

- Notify emergency services to limit access and evacuate area as needed.
- Implement Site Safety plan.
- Protect industrial facilities.
- Monitor for flammable vapors throughout duration of response operation.
- Initiate security measures to ensure site integrity.
- Notify downstream entities / emergency response personnel of potential threat.

The product containment capacity at this site is 2,443 bbls. at 30° boom deployment and 7,165 bbls at 45° boom deployment.

Response Equipment & Personnel Listing

Type	Description	Qty	Recovery Rate (bb/hr)
Recovery	Shallow Water Skimmer	1	125
Storage	Shallow Water Barge - 50 bbl	2	
Boom	18" Hard Boom	600'	
	Anchoring System - anchors/stakes	3	
	8" Sorbent	as needed	
Misc	Jon Boat/Skiff	2	
	20' Boat	1	
	Push Boat	1	
	Monitoring Equip. - LEL Meter, etc.	as needed	
	PPE - per Site Safety Plan	as needed	
	ATV - 4 Wheeler	1	
	Vehicle - Pick-Up Truck	1	
Personnel	Communications - Radios, Cell Phones, etc.	as needed	
Personnel	Supervisor	1	
	Responder	6	
	Operator	5	

Site Characteristics

- | | | | | | | |
|--------------------------------|---|--------------------------------------|----------------------------------|---------------------------------|--------------------------------------|--------------------------------|
| Surface Type: | Surface Condition: | Area Type: | Population: | Shoreline: | Existing Facilities: | Stream Type: |
| <input type="checkbox"/> Grass | <input type="checkbox"/> Good All Weather | <input type="checkbox"/> Residential | <input type="checkbox"/> High | <input type="checkbox"/> Brushy | <input type="checkbox"/> Lighting | <input type="checkbox"/> Creek |
| <input type="checkbox"/> Paved | <input type="checkbox"/> Not Usable During Rain | <input type="checkbox"/> Rural | <input type="checkbox"/> Average | <input type="checkbox"/> Grassy | <input type="checkbox"/> Water | <input type="checkbox"/> River |
| <input type="checkbox"/> Dirt | <input type="checkbox"/> Improvement required | <input type="checkbox"/> Commercial | <input type="checkbox"/> Low | <input type="checkbox"/> Other | <input type="checkbox"/> Phone(s) | <input type="checkbox"/> Lake |
| | | | | | <input type="checkbox"/> Toilet | |
| | | | | | <input type="checkbox"/> Electricity | |
| | | | | | <input type="checkbox"/> Boat Ramp | |

Tactic: Deploy 600' section of containment boom from peninsula along east bank. Deploy sorbent boom as needed and recover product with skimmers.

Assignment List	Branch/Area Of Operation: Division 1	Division/Task Force/Group: Site H			
Incident Name:		Operational Period:			
Tactical Objective					
Set up staging area as needed to facilitate response operations. Set up containment and recovery site to prevent product from migrating south along Lake Colorado City.					
Description of Work					
Deploy 600' section of containment boom from peninsula along east bank. Deploy sorbent boom as needed and recover product with skimmers.					
Location of Work					
I-10 west from Colorado City .5 miles, left on Hwy 163 1.9 miles, right on CORD 307 3.3 miles to site at Coopers Cove Marina Boat Launch & Storage.					
Health and Safety Considerations					
See "Site Safety Plan"					
Environmental Considerations					
SCAT Objectives					
Equipment Resources					
Supplier	Resource Type	Description	Quantity	Status	Date/Time
	Recovery	Shallow Water Skimmer	1		
	Storage	Shallow Water Barge-(50 bbls.)	2		
	Boom	18" Hard Boom	600'		
	Anchor System	Danforth	3		
	Boom	8" Sorbent	As Needed		
	Boat	Jon Boat	2		
	Boat	20' Boat	1		
	Boat	Push Boat	1		
	Monitoring Equip.	LEL Meter, etc.	As Needed		
	PPE	Per "Site Safety Plan"	As Needed		
	Matting	Equipment Matting	As Needed		
	ATV	4-Wheeler	1		
	Vehicle	Pick-up Truck	1		
	Communications Equip.	Radios, Cellular Phones, etc.	As Needed		
Personnel Resources					
Supplier	Resource Type	Description	Quantity	Status	Date/Time
	Manpower	Supervisor	1		
	Manpower	Responder	6		
	Manpower	Operator	5		
Operations Personnel					
Title	Person	Radio	Phone	Pager	
Prepared by:		Approved by:		Date/Time Approved:	
ICS 204-Assignment List				© 1999-2000 dbSoft, Inc.	

Basin Pipeline System

Lakeview Camp Residential Area & Campgrounds / Lake Colorado City

Site Information

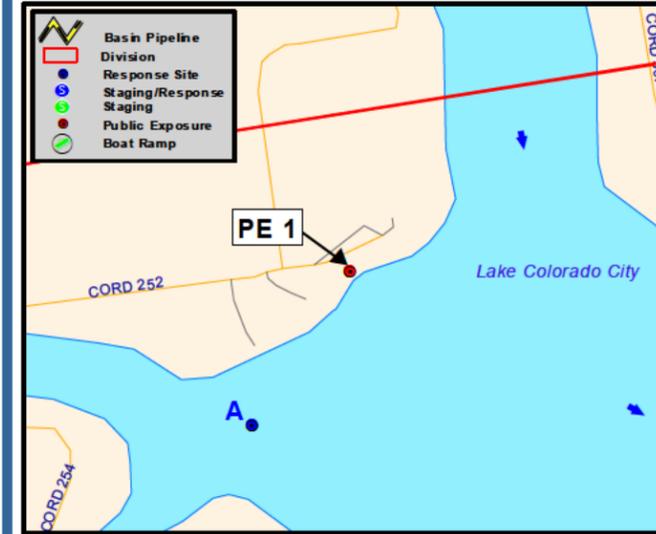


Response Objective: Protect community health and safety, minimize environmental and economical impact, and initiate response operations immediately.

Site Description: Open, flat lake front property for Lakeview residents.

Distance from Pipeline: ~ 4.9 miles south (downstream) from the Basin Pipeline crossing.

Watercourse Description: Wide, tidally influenced lake off of Morgan Creek.



Location of Worksite

I-10 west from Colorado City 6 miles, left on Ranch Road 2836 3 miles, left on County Road 252 .8 miles to Lakeview Campgrounds on the right side of road.



(b) (7)(F)

Response Strategy

(b) (7)(F)

Site Objectives

Notify emergency services to limit access and evacuate area as needed.
 Notify Lakeview Camp Store.
 Implement Site Safety plan.
 Notify USCG to limit marine traffic.
 Monitor for flammable vapors throughout duration of response operation.
 Implement security measures to ensure site integrity.
 Monitor for flammable vapors throughout duration of response action.
 Notify downstream entities / emergency response personnel of potential threat.
 Assign contractor / company personnel to monitor equipment 24 Hours / day.

Response Equipment & Personnel Listing

Type	Description	Qty	Recovery Rate (bbl/hr)
Boom	8" Sorbent	as needed	
Misc	Jon Boat	1	
	ATV	1	
	Monitoring Equip. - LEL Meter etc.	as needed	
	Vehicle	2	
Personnel	Communications	as needed	
	Supervisor	1	
	Responder	4	
	Operator	4	

Site Characteristics

- | | | | | | | |
|---------------------------------|---|--------------------------------------|----------------------------------|---------------------------------|------------------------------------|--------------------------------|
| Surface Type: | Surface Condition: | Area Type: | Population: | Shoreline: | Existing Facilities: | Stream Type: |
| <input type="checkbox"/> Gravel | <input type="checkbox"/> Good All Weather | <input type="checkbox"/> Residential | <input type="checkbox"/> High | <input type="checkbox"/> Brushy | <input type="checkbox"/> Lighting | <input type="checkbox"/> Creek |
| <input type="checkbox"/> Paved | <input type="checkbox"/> Not Usable During Rain | <input type="checkbox"/> Rural | <input type="checkbox"/> Average | <input type="checkbox"/> Grassy | <input type="checkbox"/> Water | <input type="checkbox"/> River |
| <input type="checkbox"/> Dirt | <input type="checkbox"/> Improvement required | <input type="checkbox"/> Commercial | <input type="checkbox"/> Low | <input type="checkbox"/> Flat | <input type="checkbox"/> Phone(s) | <input type="checkbox"/> Lake |
| | | | | | <input type="checkbox"/> Toilet | |
| | | | | | <input type="checkbox"/> Boat Ramp | |

Assignment List	Branch/Area Of Operation: Division 2	Division/Task Force/Group: Site PE1			
Incident Name:		Operational Period:			
Tactical Objective					
Protect community health and safety, minimize environmental and economical impact, and initiate response operations immediately.					
Description of Work					
Deploy 1-1100' section of protection boom across inlet. Notify emergency services to limit access and evacuate area as needed. Deploy sorbent boom as needed to protect lake front property.					
Location of Work					
I-10 west from Colorado City 6 miles, left on Ranch Road 2836 3 miles, left on County Road 252 .8 miles to Lakeview Campgrounds on the right side of road.					
Health and Safety Considerations					
See "Site Safety Plan"					
Environmental Considerations					
SCAT Objectives					
Equipment Resources					
Supplier	Resource Type	Description	Quantity	Status	Date/Time
	Boom	8" Sorbent	As Needed		
	Boat	Jon Boat	1		
	Monitoring Equip.	LEL Meter, etc.	As Needed		
	PPE	Per "Site Safety Plan"	As Needed		
	Matting	Equipment Matting	As Needed		
	Vehicle	Pick-up Truck	2		
	Communications Equip.	Radios, Cellular Phones, etc.	As Needed		
Personnel Resources					
Supplier	Resource Type	Description	Quantity	Status	Date/Time
	Manpower	Supervisor	1		
	Manpower	Responder	4		
	Manpower	Operator	4		
Operations Personnel					
Title	Person	Radio	Phone	Pager	
Prepared by:		Approved by:		Date/Time Approved:	
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Basin Pipeline System

CR 252 Residential Area / Lake Colorado City



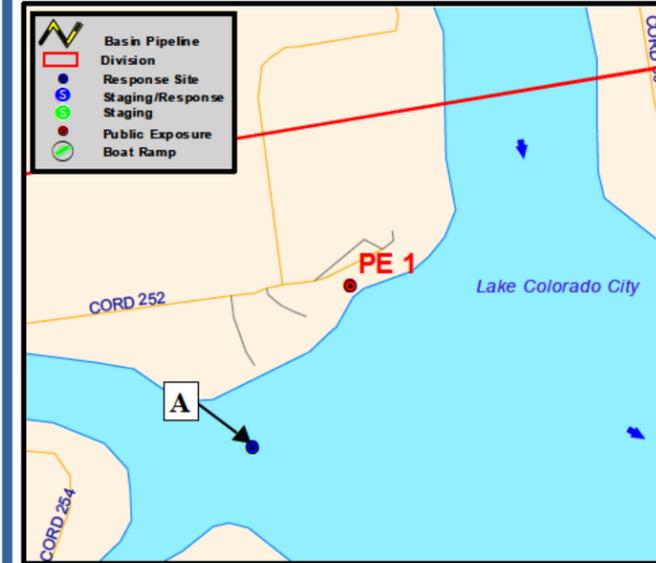
Site Information

Response Objective: Set up protection site to prevent product from migrating into heavily populated inlet.

Site Description: Wide, shallow inlet with several exposed docks and boat houses.

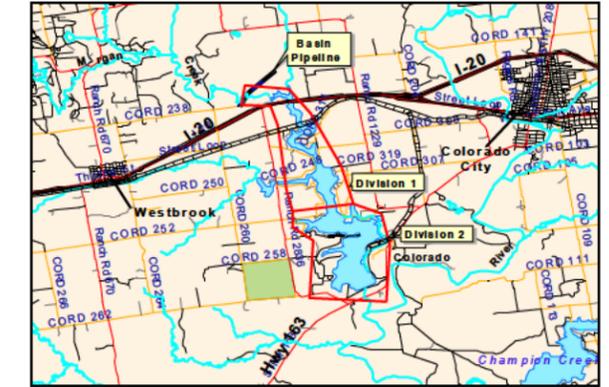
Distance from Pipeline: ~ 5.1 Miles SW downstream from the Basin Pipeline crossing.

Watercourse Description: Wide, tidally influenced lake off of Morgan Creek.



Location of Worksite

Access site by boat only.



Response Strategy

Site Objectives

Response Equipment & Personnel Listing

- Notify emergency services to limit access and evacuate area as needed.
- Notify Missouri Pacific Railroad personnel.
- Notify USCG to limit marine traffic.
- Implement Site Safety plan.
- Perform Hazard Assessment and initiate monitoring program.
- Monitor for flammable vapors throughout duration of response operation.
- Initiate security measures to ensure site integrity.
- Notify downstream entities / emergency response personnel of potential threat.

Type	Description	Qty	Recovery Rate (bbl/hr)
Recovery	Shallow Water Skimmers	as needed	100
Boom	18" Hard Boom	1100'	
	Anchoring System -stakes	5	
	8" Sorbent	as needed	
Misc	Jon Boat	1	
	ATV	1	
	Vehicle	2	
	Communications	as needed	
Personnel	Supervisor	1	
	Responder	6	
	Operator	6	

Site Characteristics

- | | | | | | | |
|--------------------------------|---|--------------------------------------|----------------------------------|---------------------------------|--------------------------------------|--------------------------------|
| Surface Type: | Surface Condition: | Area Type: | Population: | Shoreline: | Existing Facilities: | Stream Type: |
| <input type="checkbox"/> Grass | <input type="checkbox"/> Good All Weather | <input type="checkbox"/> Residential | <input type="checkbox"/> High | <input type="checkbox"/> Brushy | <input type="checkbox"/> Lighting | <input type="checkbox"/> Creek |
| <input type="checkbox"/> Paved | <input type="checkbox"/> Not Usable During Rain | <input type="checkbox"/> Rural | <input type="checkbox"/> Average | <input type="checkbox"/> Grassy | <input type="checkbox"/> Water | <input type="checkbox"/> River |
| <input type="checkbox"/> Dirt | <input type="checkbox"/> Improvement required | <input type="checkbox"/> Commercial | <input type="checkbox"/> Low | <input type="checkbox"/> Flat | <input type="checkbox"/> Phone(s) | <input type="checkbox"/> Lake |
| | | | | | <input type="checkbox"/> Toilet | |
| | | | | | <input type="checkbox"/> Electricity | |
| | | | | | <input type="checkbox"/> None | |

Tactics: Deploy 1-1100' section of protection boom across entrance to heavily populated area. Deploy sorbent boom as needed and recover product with skimmers if needed.

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Assignment List	Branch/Area Of Operation: Division 2		Division/Task Force/Group: Site A		
Incident Name:		Operational Period:			
Tactical Objective					
Set up protection site to prevent product from migrating into heavily populated inlet.					
Description of Work					
Deploy 1-1100' section of protection boom across entrance to heavily populated area. Deploy sorbent boom as needed and recover product with skimmers if needed.					
Location of Work					
Access site by boat only.					
Health and Safety Considerations					
See "Site Safety Plan"					
Environmental Considerations					
SCAT Objectives					
Equipment Resources					
Supplier	Resource Type	Description	Quantity	Status	Date/Time
	Recovery	Shallow Water Skimmer	As Needed		
	Boom	18" Hard Boom	1100'		
	Anchor System	Danforth	5		
	Boom	8" Sorbent	As Needed		
	Boat	Jon Boat	1		
	ATV	4-Wheeler	1		
	Transportation	Vehicle	2		
	Communications Equip.	Radios, Cellular Phones, etc.	As Needed		
Personnel Resources					
Supplier	Resource Type	Description	Quantity	Status	Date/Time
	Manpower	Supervisor	1		
	Manpower	Responder	6		
	Manpower	Operator	6		
Operations Personnel					
Title	Person	Radio	Phone	Pager	
Prepared by:		Approved by:		Date/Time Approved:	
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Basin Pipeline System

Take - it - EZ Trailer Park / Lake Colorado City



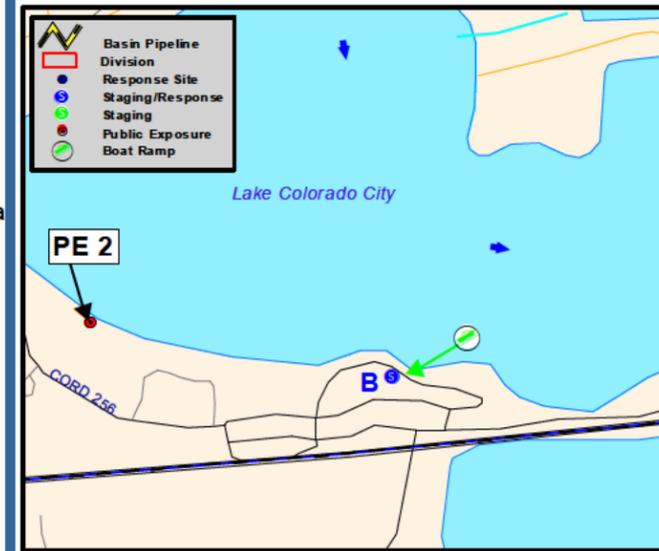
Site Information

Response Objective: Protect community health and safety, minimize environmental and economical impact, and initiate response operations immediately.

Site Description: Restaurant with lodging area and trailer park.

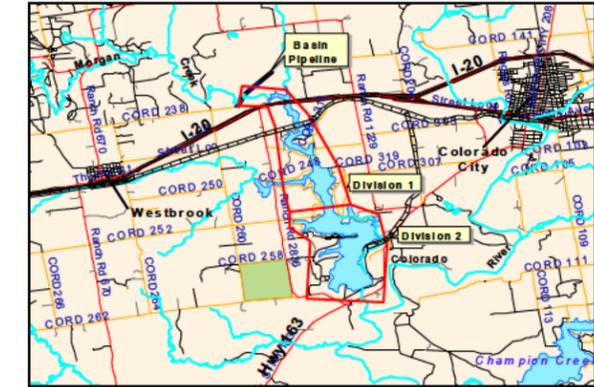
Distance from Pipeline: ~ 5.3 Miles SW downstream from the Basin Pipeline crossing.

Watercourse Description: Wide, tidally influenced lake off of Morgan Creek.



Location of Worksite

I-10 west from Colorado City 6 miles, left on Ranch Road 2836 3.5 miles, left on County Road 254 .8 miles to Take-it-EZ Trailer Park on the left side of the road.



(b) (7)(F)

(b) (7)(F)

Site Objectives

- Notify emergency services to limit access and evacuate area as needed.
- Notify Take-it-EZ trailer park residents and workers.
- Implement Site Safety plan.
- Protect industrial facilities.
- Monitor for flammable vapors throughout duration of response operation.
- Initiate security measures to ensure site integrity.
- Notify downstream entities / emergency response personnel of potential threat.

Response Equipment & Personnel Listing

Type	Description	Qty	Recovery Rate (bbl/hr)
Boom	8" Sorbent	as needed	
Misc	Jon Boat	1	
	ATV	1	
	Monitoring Equip. - LEL Meter etc.	as needed	
	Vehicle	2	
Personnel	Communications	as needed	
	Supervisor	1	
	Responder	4	
	Operator	4	

Site Characteristics

- | | | | | | | |
|---------------------------------|---|--------------------------------------|----------------------------------|---------------------------------|--------------------------------------|---------------------------------------|
| Surface Type: | Surface Condition: | Area Type: | Population: | Shoreline: | Existing Facilities: | Stream Type: |
| <input type="checkbox"/> Gravel | <input type="checkbox"/> Good All Weather | <input type="checkbox"/> Residential | <input type="checkbox"/> High | <input type="checkbox"/> Brushy | <input type="checkbox"/> Lighting | <input type="checkbox"/> Creek Branch |
| <input type="checkbox"/> Paved | <input type="checkbox"/> Not Usable During Rain | <input type="checkbox"/> Rural | <input type="checkbox"/> Average | <input type="checkbox"/> Grassy | <input type="checkbox"/> Water | <input type="checkbox"/> River |
| <input type="checkbox"/> Dirt | <input type="checkbox"/> Improvement required | <input type="checkbox"/> Commercial | <input type="checkbox"/> Low | <input type="checkbox"/> Other | <input type="checkbox"/> Phone(s) | <input type="checkbox"/> Lake |
| | | | | | <input type="checkbox"/> Toilet | |
| | | | | | <input type="checkbox"/> Electricity | |
| | | | | | <input type="checkbox"/> None | |

Notify emergency services to limit access and evacuate area as needed. Deploy sorbent boom as needed to protect lake front property.

Assignment List	Branch/Area Of Operation: Division 2	Division/Task Force/Group: Site PE2			
Incident Name:		Operational Period:			
Tactical Objective					
Protect community health and safety, minimize environmental and economical impact, and initiate response operations immediately.					
Description of Work					
Notify emergency services to limit access and evacuate area as needed. Deploy sorbent boom as needed to protect lake front property.					
Location of Work					
I-10 west from Colorado City 6 miles, left on Ranch Road 2836 3.5 miles, left on County Road 254 .8 miles to Take-it-EZ Trailer Park on the left side of the road.					
Health and Safety Considerations					
See "Site Safety Plan"					
Environmental Considerations					
SCAT Objectives					
Equipment Resources					
Supplier	Resource Type	Description	Quantity	Status	Date/Time
	Boom	8" Sorbent	As Needed		
	Transportation	Vehicle	2		
	Boat	Jon Boat	1		
	Monitoring Equip.	LEL Meter, etc.	As Needed		
	ATV	4-Wheeler	1		
	Communications Equip.	Radios, Cellular Phones, etc.	As Needed		
Personnel Resources					
Supplier	Resource Type	Description	Quantity	Status	Date/Time
	Manpower	Supervisor	1		
	Manpower	Responder	4		
	Manpower	Operator	4		
Operations Personnel					
Title	Person	Radio	Phone	Pager	
Prepared by:		Approved by:		Date/Time Approved:	
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Basin Pipeline System

Lake Colorado City State Park Recreational Area

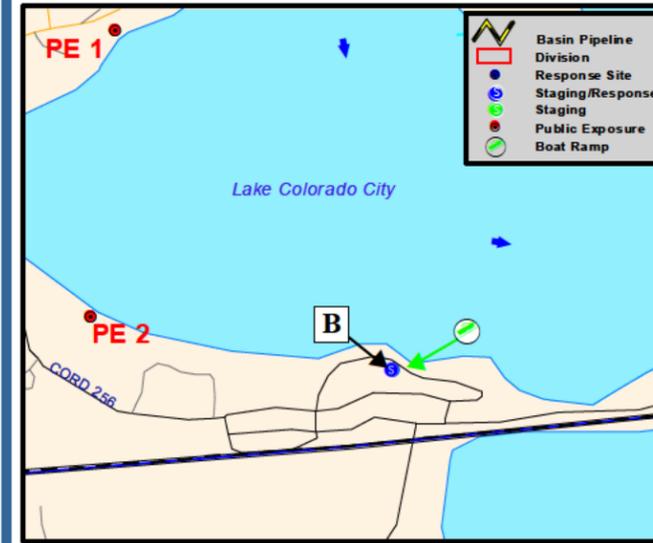
Site Information

Response Objective: Set up staging area as needed to facilitate response operations. Set up containment boom north of staging area to prevent product from migrating further into Lake Colorado City.

Site Description: Paved, open area with all the amenities for a staging area.

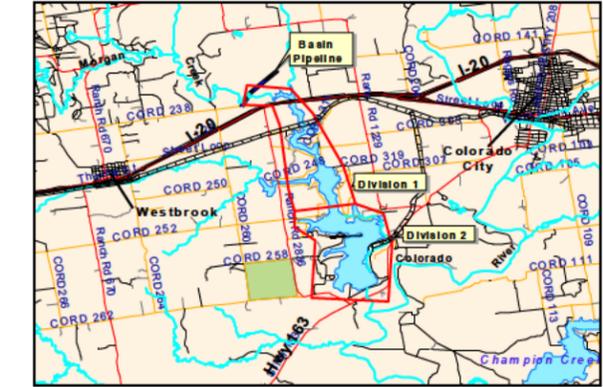
Distance from Pipeline: ~ 5.4 Miles downstream from the Basin Pipeline crossing.

Watercourse Description: Wide, tidally influenced lake off of Morgan Creek.



Location of Worksite

I-10 west from Colorado City 6 miles, left on Ranch Road 2836 3.5 miles, left on County Road 254 1.4 miles to Lake Colorado City State Park on the left side of the road.



(b) (7)(F)

(b) (7)(F)

Site Objectives

emergency services to limit access and evacuate area needed.
 p staging area to facilitate response operations.
 Texas Parks & Wildlife
 Park Manager.
 ment Site Safety plan.
 ct industrial facilities.
 or for flammable vapors throughout duration of
 nse operation.
 e security measures to ensure site integrity.
 downstream entities / emergency response personnel
 ential threat.

product containment capacity at this site is 2,443 bbls. at
 om deployment and 7,165 bbls at 45° boom
 yment.

Response Equipment & Personnel Listing

Type	Description	Qty	Recovery Rate (bbl/hr)
Recovery	Shallow Water Skimmer	1	100
Storage	Shallow Water Barge	2	
Boom	18" Hard Boom	600'	
	Anchoring System - stakes	3	
	8" Sorbent	as needed	
Misc	Jon Boat	1	
	20' Boat	1	
	ATV	1	
	Monitoring Equip. - LEL Meter, etc.	as needed	
	PPE-per Site Safety Plan	as needed	
	Vehicle	1	
	Response Trailers	as needed	
Personnel	Communications	as needed	
	Supervisor	1	
	Responder	6	
	Operator	4	

Site Characteristics

Tactics: Set up staging area to facilitate response operations. Deploy 1-600' section of containment boom north of boat ramp. Deploy sorbent boom as needed and recover product with a shallow water skimmer.	Surface Type: <input type="checkbox"/> Grass <input type="checkbox"/> Paved <input type="checkbox"/> Dirt	Surface Condition: <input type="checkbox"/> Good All Weather <input type="checkbox"/> Not Usable During Rain <input type="checkbox"/> Improvement required	Area Type: <input type="checkbox"/> Residential <input type="checkbox"/> Rural <input type="checkbox"/> Commercial	Population: <input type="checkbox"/> High <input type="checkbox"/> Average <input type="checkbox"/> Low	Shoreline: <input type="checkbox"/> Brushy <input type="checkbox"/> Grassy <input type="checkbox"/> Other	Existing Facilities: <input type="checkbox"/> Lighting <input type="checkbox"/> Water <input type="checkbox"/> Phone(s)	<input type="checkbox"/> Toilet <input type="checkbox"/> Electricity <input type="checkbox"/> None	Stream Type: <input type="checkbox"/> Creek Branch <input type="checkbox"/> River <input type="checkbox"/> Lake
--	---	--	--	---	---	---	--	---

Assignment List	Branch/Area Of Operation: Division 2	Division/Task Force/Group: Site B			
Incident Name:		Operational Period:			
Tactical Objective					
Set up staging area as needed to facilitate response operations. Set up containment site north of staging area to prevent product from migrating further into Lake Colorado City.					
Description of Work					
Set up staging area to facilitate response operations. Deploy 1-600' section of containment boom north of boat ramp. Deploy sorbent boom as needed and recover product with a shallow water skimmer.					
Location of Work					
I-10 west from Colorado City 6 miles, left on Ranch Road 2836 3.5 miles, left on County Road 254 1.4 miles to Lake Colorado City State Park on the left side of the road.					
Health and Safety Considerations					
See "Site Safety Plan"					
Environmental Considerations					
SCAT Objectives					
Equipment Resources					
Supplier	Resource Type	Description	Quantity	Status	Date/Time
	Recovery	Shallow Water Skimmer	1		
	Storage	Shallow Water Barge	2		
	Boom	18" Hard Boom	600'		
	Anchor System	Danforth	3		
	Boom	8" Sorbent	As Needed		
	Boat	Jon Boat	1		
	ATV	4-Wheeler	1		
	Monitoring Equip.	LEL Meter, etc.	As Needed		
	PPE	Per Site Safety Plan	As Needed		
	Transportation	Vehicle	1		
	Misc.	Response Trailers	As Needed		
	Communications Equip.	Radios, Cellular Phones, etc.	As Needed		
Personnel Resources					
Supplier	Resource Type	Description	Quantity	Status	Date/Time
	Manpower	Supervisor	1		
	Manpower	Responder	6		
	Manpower	Operator	4		
Operations Personnel					
Title	Person	Radio	Phone	Pager	
Prepared by:		Approved by:		Date/Time Approved:	
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Basin Pipeline System

CR 258 Lake Colorado City Inlet



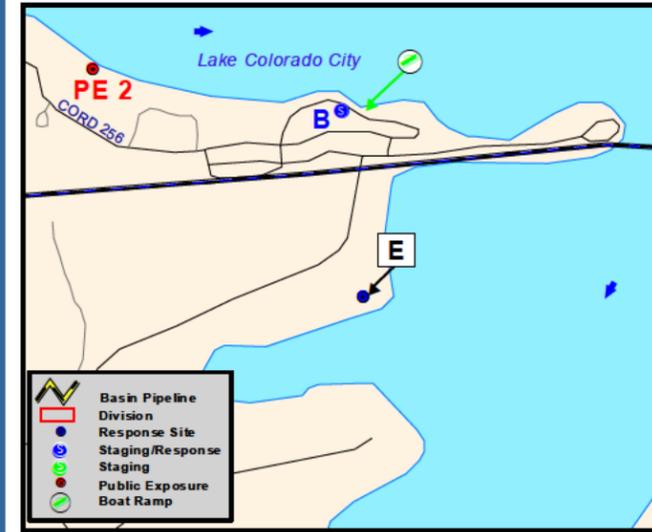
Site Information

Response Objective: Set up protection and containment site to prevent product from migrating south on Lake Colorado City into cove on west bank.

Site Description: Wide, open cove along the west bank of Lake Colorado City.

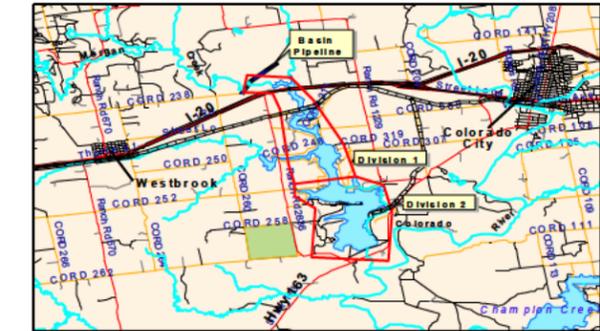
Distance from Pipeline: ~ 6.5 miles S downstream from the Basin Pipeline System.

Watercourse Description: Wide, tidally influenced lake off of Morgan Creek.



Location of Worksite

I-10 west from Colorado City 6 miles, left on Ranch Road 2836 4 miles, left on County Road 258 1.2 miles to CR 258 Lake Colorado City inlet on the right side of the road.



Site Objectives

- Notify emergency services to limit access and evacuate area as needed.
- Implement Site Safety plan.
- Protect industrial facilities.
- Monitor for flammable vapors throughout duration of response operation.
- Initiate security measures to ensure site integrity.
- Notify downstream entities / emergency response personnel of potential threat.

The product containment capacity at this site is 2,443 bbls. at 30° boom deployment and 7,165 bbls at 45° boom deployment.

Response Equipment & Personnel Listing

Type	Description	Qty	Recovery Rate (bbls hr)
Recovery	Shallow Water Skimmer	1	100
Storage	Shallow Water Barge	2	100
Boom	18" Hard Boom	1300'	
	Anchor System - stakes	6	
	8" Sorbent	as needed	
Misc	Jon Boat	1	
	20' Boat	1	
	ATV	1	
	Vehicle	1	
	Communications	as needed	
Personnel	Supervisor	1	
	Responder	4	
	Operator	4	

Site Characteristics

- | | | | | | | |
|--------------------------------|---|--------------------------------------|----------------------------------|---------------------------------|--------------------------------------|---------------------------------------|
| Surface Type: | Surface Condition: | Area Type: | Population: | Shoreline: | Existing Facilities: | Stream Type: |
| <input type="checkbox"/> Grass | <input type="checkbox"/> Good All Weather | <input type="checkbox"/> Residential | <input type="checkbox"/> High | <input type="checkbox"/> Brushy | <input type="checkbox"/> Lighting | <input type="checkbox"/> Creek Branch |
| <input type="checkbox"/> Paved | <input type="checkbox"/> Not Usable During Rain | <input type="checkbox"/> Rural | <input type="checkbox"/> Average | <input type="checkbox"/> Grassy | <input type="checkbox"/> Water | <input type="checkbox"/> River |
| <input type="checkbox"/> Dirt | <input type="checkbox"/> Improvement required | <input type="checkbox"/> Commercial | <input type="checkbox"/> Low | <input type="checkbox"/> Other | <input type="checkbox"/> Phone(s) | <input type="checkbox"/> Lake |
| | | | | | <input type="checkbox"/> Toilet | |
| | | | | | <input type="checkbox"/> Electricity | |
| | | | | | <input type="checkbox"/> None | |

Tactics: Deploy 1 - 700' section of protection boom across cove along west bank. Deploy 1-600' section of containment boom from west bank. Deploy sorbent boom as needed and recover product with a shallow water skimmer positioned downstream along west bank.

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Assignment List	Branch/Area Of Operation: Division 2	Division/Task Force/Group: Site E			
Incident Name:		Operational Period:			
Tactical Objective					
Set up protection and containment site to prevent product from migrating south on Lake Colorado City into cove on west bank.					
Description of Work					
Deploy 1 - 700' section of protection boom across cove along west bank. Deploy 1-600' section of containment boom from west bank. Deploy sorbent boom as needed and recover product with a shallow water skimmer positioned downstream along west bank.					
Location of Work					
I-10 west from Colorado City 6 miles, left on Ranch Road 2836 4 miles, left on County Road 258 1.2 miles to CR 258 Lake Colorado City inlet on the right side of the road.					
Health and Safety Considerations					
See "Site Safety Plan"					
Environmental Considerations					
SCAT Objectives					
Equipment Resources					
Supplier	Resource Type	Description	Quantity	Status	Date/Time
	Recovery	Shallow Water Skimmer	1		
	Storage	Shallow Water Barge	2		
	Boom	18" Hard Boom	1300'		
	Anchor System	Danforth	6		
	Boom	8" Sorbent	As Needed		
	Boat	Jon Boat	1		
	ATV	4-Wheeler	1		
	Boat	20 Boat	1		
	Transportation	Vehicle	1		
	Communications Equip.	Radios, Cellular Phones, etc.	As Needed		
Personnel Resources					
Supplier	Resource Type	Description	Quantity	Status	Date/Time
	Manpower	Supervisor	1		
	Manpower	Responder	4		
	Manpower	Operator	4		
Operations Personnel					
Title	Person	Radio	Phone	Pager	
Prepared by:		Approved by:		Date/Time Approved:	
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Basin Pipeline System

Morgan Creek Power Plant / Lake Colorado City Inlet

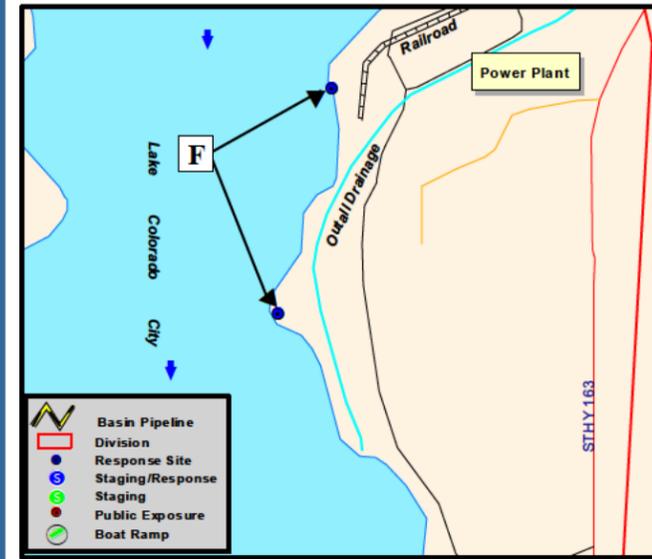
Site Information

Response Objective: Set up containment site to prevent product from migrating south on Lake Colorado City.

Site Description: Small peninsula along the east bank of Lake Colorado City.

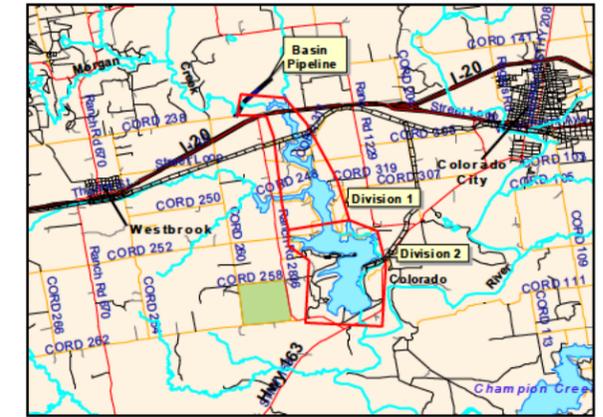
Distance from Pipeline: ~ 6.2 miles SE downstream from the Basin Pipeline system.

Watercourse Description: Wide, tidally influenced lake off of Morgan Creek.



Location of Worksite

Access site by boat only.



(b) (7)(F)

Site Objectives

- Identify emergency services to limit access and evacuate area as needed.
- Identify Morgan Creek Power Plant personnel.
- Implement Site Safety plan.
- Protect industrial facilities.
- Monitor for flammable vapors throughout duration of response operation.
- Implement security measures to ensure site integrity.
- Identify downstream entities / emergency response personnel to mitigate potential threat.

Product containment capacity at this site is 6,786 bbls. at boom deployment and 19,903 bbls at 45° boom deployment.

Response Equipment & Personnel Listing

Type	Description	Qty	Storage Cap (bbls)
Recovery	Shallow Water Skimmer	2	70
Storage	Shallow Water Barge	4	100
Boom	18" Hard Boom	1400'	
	Anchor System - stakes	10-12	
	8" Sorbent	as needed	
Misc	Jon Boat	1	
	20' Boat	1	
	ATV	1	
	Vehicle	1	
	Communications	as needed	
Personnel	Supervisor	1	
	Responder	6	
	Operator	4	

(b) (7)(F)

Site Characteristics

- | | | | | | | |
|--------------------------------|---|--------------------------------------|----------------------------------|---------------------------------|--------------------------------------|---------------------------------------|
| Surface Type: | Surface Condition: | Area Type: | Population: | Shoreline: | Existing Facilities: | Stream Type: |
| <input type="checkbox"/> Grass | <input type="checkbox"/> Good All Weather | <input type="checkbox"/> Residential | <input type="checkbox"/> High | <input type="checkbox"/> Brushy | <input type="checkbox"/> Lighting | <input type="checkbox"/> Creek Branch |
| <input type="checkbox"/> Paved | <input type="checkbox"/> Not Usable During Rain | <input type="checkbox"/> Rural | <input type="checkbox"/> Average | <input type="checkbox"/> Grassy | <input type="checkbox"/> Water | <input type="checkbox"/> River |
| <input type="checkbox"/> Dirt | <input type="checkbox"/> Improvement required | <input type="checkbox"/> Commercial | <input type="checkbox"/> Low | <input type="checkbox"/> Other | <input type="checkbox"/> Phone(s) | <input type="checkbox"/> Lake |
| | | | | | <input type="checkbox"/> Toilet | |
| | | | | | <input type="checkbox"/> Electricity | |
| | | | | | <input type="checkbox"/> None | |

near the Morgan Creek Power Plant. Deploy 1-600' section of containment boom downstream from peninsula along the east bank. Deploy sorbent boom as needed and recover product with shallow water skimmers.

SNO

at P

Assignment List	Branch/Area Of Operation: Division 2		Division/Task Force/Group: Site F		
Incident Name:		Operational Period:			
Tactical Objective					
Set up containment site to prevent product from migrating south on Lake Colorado City.					
Description of Work					
Deploy 1-800' section of containment boom from peninsula along east bank near the Morgan Creek Power Plant. Deploy 1-600' section of containment boom downstream from peninsula along the east bank. Deploy sorbent boom as needed and recover product with shallow water skimmers.					
Location of Work					
Access site by boat only.					
Health and Safety Considerations					
See "Site Safety Plan"					
Environmental Considerations					
SCAT Objectives					
Equipment Resources					
Supplier	Resource Type	Description	Quantity	Status	Date/Time
	Recovery	Shallow Water Skimmer	2		
	Storage	Shallow Water Barge	4		
	Boom	18" Hard Boom	1400'		
	Anchor System	Danforth	10 / 12		
	Boom	8" Sorbent	As Needed		
	Boat	Jon Boat	1		
	ATV	4-Wheeler	1		
	Boat	20 Boat	1		
	Transportation	Vehicle	1		
	Communications Equip.	Radios, Cellular Phones, etc.	As Needed		
Personnel Resources					
Supplier	Resource Type	Description	Quantity	Status	Date/Time
	Manpower	Supervisor	1		
	Manpower	Responder	6		
	Manpower	Operator	4		
Operations Personnel					
Title	Person	Radio	Phone	Pager	
Prepared by:		Approved by:		Date/Time Approved:	
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Basin Pipeline System Hwy 163 Morgan Creek Crossing / Lake Colorado City Overflow Dam

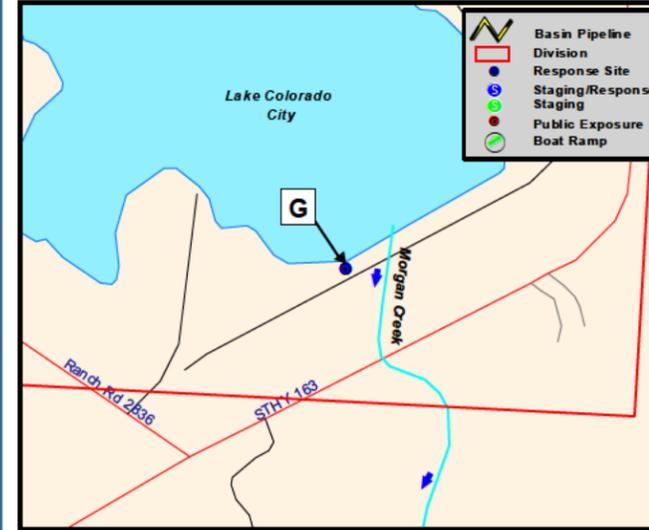
Site Information

Response Objective: Set up protection site to prevent product from impacting the overflow drain along the Morning Glory Spillway.

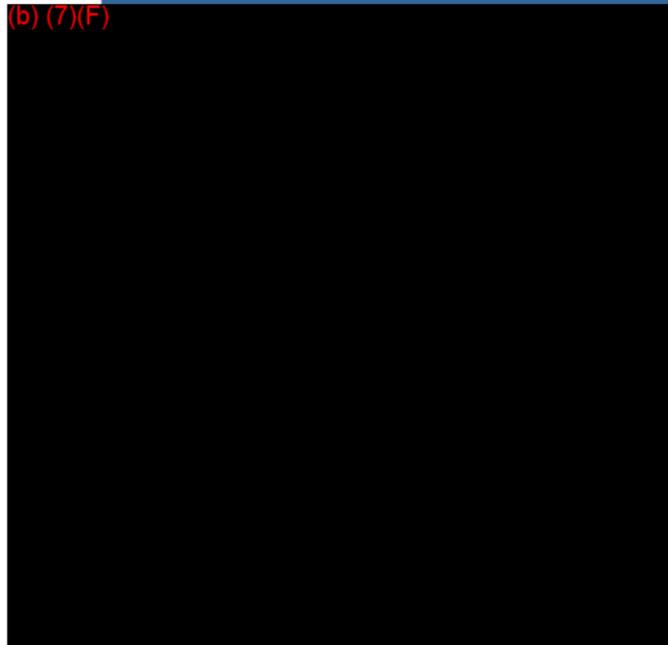
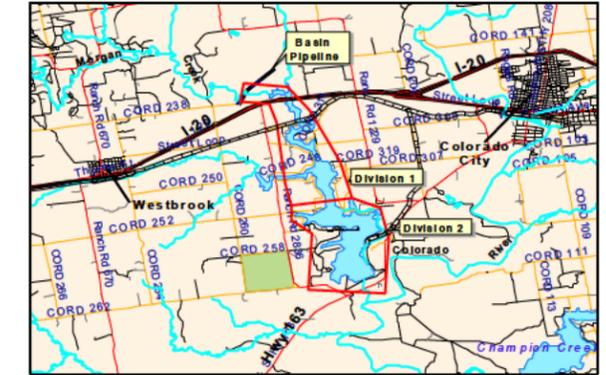
Site Description: Large man made levee (spillway).

Distance from Pipeline: ~ 7.1 miles S downstream from the Basin Pipeline system.

Watercourse Description: Wide, tidally influenced lake off of Morgan Creek.



Location of Worksite



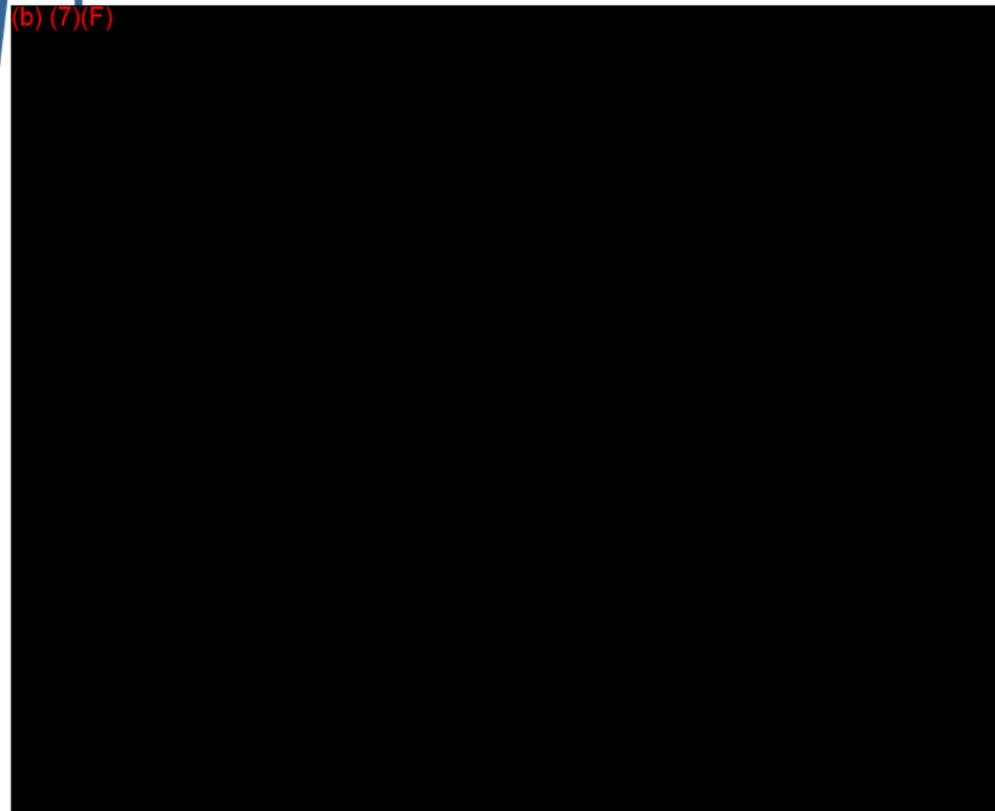
Strategy

Site Objectives

- Notify emergency services to limit access and evacuate area as needed.
- Implement Site Safety plan.
- Protect industrial facilities.
- Monitor for flammable vapors throughout duration of response operation.
- Initiate security measures to ensure site integrity.
- Notify downstream entities / emergency response personnel of potential threat.

Response Equipment & Personnel Listing

Type	Description	Qty	Recovery Rate (bbl/hr)
Recovery	Vacuum Truck	1	50
Storage	Roll Off Box	1	
Boom	18" Hard Boom	300'	
	Anchor System - stakes	3/4	
	8" Sorbent	as needed	
Misc	Jon Boat	1	
	20' Boat	1	
	ATV	1	
	Vehicle	1	
	Communications	as needed	
Personnel	Supervisor	1	
	Responder	3	
	Operator	3	



Tactics: Deploy 1-300' section of protection boom around the overflow dam. Deploy sorbent boom as needed and recover product with vacuum trucks.

Site Characteristics

- | | | | | | | |
|--------------------------------|---|--------------------------------------|----------------------------------|---------------------------------|--------------------------------------|---------------------------------------|
| Surface Type: | Surface Condition: | Area Type: | Population: | Shoreline: | Existing Facilities: | Stream Type: |
| <input type="checkbox"/> Grass | <input type="checkbox"/> Good All Weather | <input type="checkbox"/> Residential | <input type="checkbox"/> High | <input type="checkbox"/> Brushy | <input type="checkbox"/> Lighting | <input type="checkbox"/> Creek Branch |
| <input type="checkbox"/> Paved | <input type="checkbox"/> Not Usable During Rain | <input type="checkbox"/> Rural | <input type="checkbox"/> Average | <input type="checkbox"/> Grassy | <input type="checkbox"/> Water | <input type="checkbox"/> River |
| <input type="checkbox"/> Dirt | <input type="checkbox"/> Improvement required | <input type="checkbox"/> Commercial | <input type="checkbox"/> Low | <input type="checkbox"/> Other | <input type="checkbox"/> Phone(s) | <input type="checkbox"/> Lake |
| | | | | | <input type="checkbox"/> Toilet | |
| | | | | | <input type="checkbox"/> Electricity | |
| | | | | | <input type="checkbox"/> None | |

Assignment List	Branch/Area Of Operation: Division 2	Division/Task Force/Group: Site G			
Incident Name:		Operational Period:			
Tactical Objective					
Set up protection site to prevent product from impacting the overflow drain along the Morning Glory Spillway.					
Description of Work					
Deploy 1-300' section of protection boom around the overflow dam. Deploy sorbent boom as needed and recover product with vacuum trucks.					
Location of Work					
Health and Safety Considerations					
See "Site Safety Plan"					
Environmental Considerations					
SCAT Objectives					
Equipment Resources					
Supplier	Resource Type	Description	Quantity	Status	Date/Time
	Recovery	Vacuum Truck	1		
	Storage	Rolloff Box	1		
	Boom	18" Hard Boom	300'		
	Anchor System	Danforth	2		
	Boom	8" Sorbent	As Needed		
	Boat	Jon Boat	1		
	ATV	4-Wheeler	1		
	Boat	20 Boat	1		
	Transportation	Vehicle	1		
	Communications Equip.	Radios, Cellular Phones, etc.	As Needed		
Personnel Resources					
Supplier	Resource Type	Description	Quantity	Status	Date/Time
	Manpower	Supervisor	1		
	Manpower	Responder	3		
	Manpower	Operator	3		
Operations Personnel					
Title	Person	Radio	Phone	Pager	
Prepared by:		Approved by:		Date/Time Approved:	
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