

# OPA-90 FACILITY RESPONSE PLAN COUNTRYMARK REFINING AND LOGISTICS, LLC CRUDE OIL GATHERING SYSTEM

FEBRUARY 2013

Distribution List For Facility Response Plan For Both (Products Line and Crude Oil Gathering System)

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# **Review & Revisions Log**

# **Countrymark Crude Oil Gathering Pipeline System**

<b>Review Date</b>	Reviewed By	Revision Description
March 8, 2002	M. Smith	Received Approval of Facility Response Plan (Sequence Number 809)
2/23/07	R. J. Hardy	Submitted 5 Year Re-Submittal
January 2009	R. J. Hardy	Note: 6 5/8" to 8 5/8" Gathering Pipelines operating at more than 20% SMYS within one quarter mile of an unusually sensitive area became regulated.
July 23, 2010	R. J. Hardy	Reviewed and updated plan book with changes required due to staff changes. (Annual Review)
July 28, 2010	R. J. Hardy	Reviewed and updated plan book for any changes in resource capabilities (None Found) resulting from resources being diverted to the Gulf Coast in response to the Deep Water Horizon event.
October 1, 2010	R. J. Hardy	Revised to update phone numbers and contact information for Emergency Management Directors in locals along the pipeline.
Feb. 14, 2011	R. J. Hardy	Annual Review, No Changes Needed At This Time
Jan 20, 2012	R. J. Hardy	Submitted 5 year Re-Submittal – Changes include company name change to Countrymark Refining and Logistics, Some employee changes, updated phone numbers, and updated emergency equipment and supply inventories.
Feb. 21, 2013	R. J. Hardy	Annual Review, Spelling Corrections, Updated Employee List, Updated Phone Numbers, and Updated Emergency Equipment Lists. Removed Buehler – Clay City from the Significant and Substantial Harm Category because 8" pipe in this section has been replaced with 6" pipe.
Feb. 6, 2014	R. J. Hardy	Changes to the plan as a result of concerns expressed in a PHMSA Letter of Correction dated Dec. 11 <sup>th</sup> ., 2013.

# PHMSA 000045974

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# **CERTIFICATION**

This is to certify that Countrymark Refining and Logistics, LLC has reviewed the National Contingency Plan (NCP July 1999) the Region IV Area Contingency Plan (ACP) and the Region V Area Contingency Plan (ACP June 2000). Countrymark Refining and Logistics, LLC presents this OPA90 Response Plan as consistent with both ACP's and the NCP.

	Date:	
Randy Carr		
Mgr., Crude Gathering and Trans.		
Qualified Individual		

# <u>Language</u>

Countrymark Refining and Logistics, LLC personnel responsible for carrying our plan and all responding personnel speak English as a primary language; therefore it is not necessary to have a FRP in another language.

# **Dispersants**

The National Contingency Plan (NCP) provides for the use of dispersants and other chemicals for spill containment and clean up. The proposed rule published in the Federal Register, March 8, 1990, provides the OSC/RRT to authorize use of any chemical product without regulatory permission if its use is necessary to prevent or substantially reduce a hazard to human life.

Countrymark Refining & Logistics, LLC's Incident Commander (IC) would make a formal request to the On Scene Coordinator (OSC) for permission to use dispersants where the IC felt that their use would be helpful or necessary in the clean-up operation. The OSC must receive the concurrence of the Regional Response Team (RRT), representatives of the US EPA and the affected state. The OSC must consult, if practicable, with the DOT/DOC Natural Resources Trustee, before authorizing use of a listed product.

Countrymark Refining & Logistics, LLC has no plans to use or to request the use of dispersants, unless suggested by an OSC.

# **IN Situ Burning**

The National Contingency Plan (NCP) provides for in situ oil burning as a means to avert potential oil spill impacts. The proposed rule published in the Federal Register, provides the OSC/RRT to authorize use of in situ oil burning under specific circumstances to prevent or substantially reduce a hazard to human life and the environment.

Countrymark Refining & Logistics, LLC's Incident Commander (IC) would make a formal request to the On Scene Coordinator (OSC) for permission to use in situ oil burning where the IC felt that it's use would be helpful or necessary in the clean-up operation. The OSC must receive the concurrence of the Regional Response Team (RRT), representatives of the US EPA and the affected state. The OSC must consult, if practicable, with the DOT/DOC Natural Resources Trustee, before authorizing use of in situ oil burning.

Countrymark Refining & Logistics, LLC has no plans to use or to request the use of in situ oil burning, unless suggested by an OSC.

# Response Plan Section 1 Information Summary

#### A. Core Plan Information

#### 1.0 The name and address for the operator:

COUNTRYMARK REFINING AND LOGISTICS, LLC 1200 REFINERY ROAD MT. VERNON, IN 47620

For the purposes of this manual Countrymark Refining and Logistics, LLC may hereinafter in this plan be referred to as Countrymark Refining and Logistics, LLC, Countrymark Refining and Logistics, or Countrymark.

#### 2.0 Response Zone Meeting Significant and Substantial Harm Criteria

THE COUNTRYMARK REFINING AND LOGISTICS, LLC RESPONSE ZONE CONSISTS OF A CRUDE OIL GATHERING SYSTEM IN THE STATES OF KENTUCKY, INDIANA AND ILLINOIS.

**Economically sensitive** areas are primarily localized farming operations, because the system is located in mostly agricultural land, with rolling hills and some wooded areas. The system includes 4 Interstate Highway and 4 railroad crossings, which could cause a temporary disruption in transportation. The system also borders the Southwind Marine Terminal in Mt. Vernon, Indiana, which could delay barge movements of coal and grain. There is one crossing of the Ohio River, which is the only commercially navigable waterway involved. This is one of the busiest waterways in the nation and a closure would have a major economic impact.

**Environmentally sensitive** areas are primarily streams and rivers, which would be the likely point of contact with protected wildlife identified in the District 4 & 5 ACPs (Bald Eagle, Copperbelly Water Snake and several types of mussels). Additional environmentally sensitive areas are Harmonie State Park, Sloughs Wildlife Management Area, Hamilton County Fish & Wildlife area and Martin Synder Memorial Nature Preserve, which also contain protected wildlife and flora.

The pipeline system is located in the following counties:

- Wabash County, Illinois
- Edwards County, Illinois
- Gibson County, Indiana
- Posey County, Indiana
- Henderson County, Kentucky
- Clay County, Illinois
- Clinton County, Illinois
- Wayne County, Illinois
- White County, Illinois
- Marion County, Illinois
- Hamilton County, Illinois
- Webster County, Illinois

# **B. Response Zone Appendix Information**

## 1.0 The information summary for the Core Plan

Refer to Section A.

#### 2.0 The Qualified Individuals

(available on a 24 hour basis and responsible for initiating immediate notification)

Keith Symanski PRIMARY (Work) 812-838-8145 (Mobile) 812-455-3716

Randy Carr ALTERNATE

(Work) 812-838-8154 (b) (6) (Mobile) 812-455-3316

3.03.0 Response Zone Susceptible to Substantial Environmental Harm from WCD

THE COUNTRYMARK REFINING AND LOGISTICS, LLC RESPONSE ZONE CONSISTS OF A CRUDE OIL GATHERING SYSTEM IN THE STATES OF KENTUCKY, INDIANA AND ILLINOIS.

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The pipeline system is located in the following counties:

- Wabash County, Illinois
- Edwards County, Illinois
- Gibson County, Indiana
- Posey County, Indiana
- Henderson County, Kentucky
- Clay County, Illinois
- Clinton County, Illinois
- Wayne County, Illinois
- White County, Illinois
- Marion County, Illinois
- Hamilton County, Illinois
- Webster County, Illinois

#### 4.0 Line Sections in the Response Zone:

**Princeton Line** (Shortcut Station - Booster Station) consists of 28 miles of 6" line pipe in Gibson and Posey Co., Ind. It crosses Foots Pond in 22 - 3S - 13W.

**Albion Line** (Albion Station - Booster Station) consists of 23 miles of 6" line pipe in Wabash and Edwards Co., Ill. and Gibson and Posey Co., Ind. It crosses the Wabash River in 11 - 3S - 14W.

Kern System consists of 3 miles of 3" line pipe in Posey Co., Ind.

**Meuth Line** (Meuth Station - Mt. Vernon Station) consists of 11 miles of 4" line pipe and 5 miles of 6" line pipe in Henderson Co., Ky. and Posey Co., Ind. It crosses the Ohio River in 25 & 36 - 7S - 13W.

**Enfield Line** (Enfield Station – Mt. Vernon Refinery) consists of 29 miles of 6" line pipe in White Co., Ill and Posey Co., Ind. It crosses the Little Wabash River in 15 - 6S - 9E and the Wabash River in 29-7S-11E.

Inman System consists of 16 miles of 4" line pipe in Posey Co., Ind.

Clay City Line (Clay City- Station - Johnsonville Station) consists of 18 miles of 6" line pipe in Wayne, and Clay Co., Ill. It crosses the Elm River in 25 - 2N - 7E.

**Booster Line** (Booster Station – Mt. Vernon Station) consists of 10 miles of 6" line pipe in Posey County, Indiana.

**Buehler Line** (Buehler Station – Salem Station) consists of 10 miles of 4" line pipe in Clinton and Marion Counties, Illinois.

**Caborn Line** (Caborn Station – Caborn Junction) consists of 7 miles of 3" line pipe in Posey County, Indiana.

**Flora Line** (Flora Station – Flora Junction) consists of 2 miles of 4" line pipe in Clay County, Illinois.

**Geff Line** (Geff Station – Johnsonville Station) consists of 3 miles of 3" line pipe and 5 miles of 4" line pipe in Wayne County, Illinois.

**Johnsonville Line** (Johnsonville Station – Enfield Station) consists of 35 miles of 6" line pipe and 10.25 miles of 8" line pipe in Wayne, Hamilton and White Counties, Illinois.

**Poole Line** (Poole Station – Meuth Station) consists of 20 miles of 4" line pipe in Webster and Henderson Counties, Kentucky.

**Salem Line** (Salem Station to Clay City Station) consists of 38 miles of 6" line pipe in Marion and Clay Counties, Illinois.

# 5.0 Significant and Substantial Harm Classification

The Johnsonville - Enfield Pipeline now contains a 10.25 mile section of 8" pipe which passes within one mile of the Hamilton County Conservation Area, a potential environmental sensitive area. This section meets the criteria of 49 CFR 194.103(c).

No other line section meets the criteria of 49 CFR 194.103(c).

## 6.0 The type of Oil and Volume of the Worst-Case Discharge

This pipeline system transports only Illinois Basin Crude Oil. This is a light crude classified as Group II (Persistent) under 33 CFR 154.1020.

(b) (7)(F)

## C. Operator Certification of Response

This is to certify that Countrymark Refining and Logistics, LLC does own the equipment listed in Section 3 C and employs the personnel available as listed in Section 3 E. This equipment and personnel would provide ample response to a worst-case discharge in both the Response Zone due to facilities being strategically located thereby keeping the response time to a minimum.

It is Countrymark Refining and Logistics, LLC's position that necessary equipment and personnel are available to respond to the maximum extent practicable, to a worst-case discharge or the substantial threat of such a discharge in each of the response zones.

Randy Carr
Mgr., Crude Gathering and Trans.

# Response Plan Section 2 Notification Procedures

A. Notification Requirements (Telephonic) - The QI can be reached 24 hours a day and is capable of making notifications on a 24 hr basis.

#### 1.0 FEDERAL REQUIREMENTS

Each written report required by this subpart must be made to the Information Resources Manager, Office of Pipeline Safety, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, S.E., Washington, DC 20590. However, accident reports for intrastate pipelines subject to the jurisdiction of a State agency pursuant to a certification under the pipeline safety laws (49 U.S.C. 60101 *et seq.*) may be submitted in duplicate to that State agency if the regulations of that agency require submission of these reports and provide for further transmittal of one copy within 10 days of receipt to the Information Resources Manager.

Each telephonic report will be made immediately to:

U. S. Coast GuardNational Spill Response CenterWashington, DC800-424-8802 and/or 202-267-2675 (24 Hour Numbers)

#### Written Report Required:

An accident that is required to be reported as a written report shall as soon as practicable, but not later than 30 days after discovery of the accident, prepare and file an accident report electronically on DOT Form 7000–1, or a facsimile.

Whenever any changes in the information reported or additions to the original report on DOT Form 7000–1 are received, Countrymark shall file a supplemental report within 30 days.

An accident report is required for each failure in a pipeline system subject to this part in which there is a release of the hazardous liquid or carbon dioxide transported resulting in any of the following:

- (a) Explosion or fire not intentionally set by the operator.
- (b) Release of 5 gallons (19 liters) or more of hazardous liquid or carbon dioxide, except that no report is required for a release of less than 5 barrels (0.8 cubic meters) resulting from a pipeline maintenance activity if the release is:
- (1) Not otherwise reportable under this section;
- (2) Not one described in §195.52(a)(4);
- (3) Confined to company property or pipeline right-of-way; and
- (4) Cleaned up promptly;
- (c) Death of any person;
- (d) Personal injury necessitating hospitalization;

(e) Estimated property damage, including cost of clean-up and recovery, value of lost product, and damage to the property of the operator or others, or both, exceeding \$50,000.

#### **Telephonic Report Required:**

- (a) Immediately the earliest practicable moment following discovery of a release of the hazardous liquid or carbon dioxide transported resulting in an event described in §195.50, the operator of the system shall give notice to the National Response Center, in accordance with paragraph (b) of this section, of any failure that:
- (1) Caused a death or a personal injury requiring hospitalization;
- (2) Resulted in either a fire or explosion not intentionally set by the operator;
- (3) Caused estimated property damage, including cost of cleanup and recovery, value of lost product, and damage to the property of the operator or others, or both, exceeding \$50,000;
- (4) Resulted in pollution of any stream, river, lake, reservoir, or other similar body of water that violated applicable water quality standards, caused a discoloration of the surface of the water or adjoining shoreline, or deposited a sludge or emulsion beneath the surface of the water or upon adjoining shorelines; or
- (5) In the judgment of the operator was significant even though it did not meet the criteria of any other paragraph of this section.
- (b) Reports made under paragraph (a) of this section are made to the National Response Center by the operator immediately by telephone to 800–424–8802.

This center will contact the appropriate federal agency including **Coast Guard**, **DOT**, and/or **EPA**.

# Army Corps of Engineers

Kentucky Emergency Response Mission 502-315-6911

Contact if an obstruction to navigation or dredging activity is present or anticipated.

# ASSOCIATED NON-EMERGENCY PHONE NUMBERS

**US EPA - Region V (IL, IN)** Chicago, IL 60606 312-353-2318

**US EPA - Region IV (KY)** Atlanta, GA 30309 404-562-8700 (24 hour)

**US Coast Guard** Sector Ohio Valley 24-Hour Emergency 800-253-7465

#### **US Coast Guard**

Louisville, KY Sector Ohio Valley 502-779-5400

#### 2.0 STATE OF ILLINOIS REQUIREMENTS

#### **Emergency Services & Disaster Agency**

110 E. Adams St. Springfield, IL 800-782-7860 (24 Hour) 217-782-7860 (24 Hour) 217-782-2589 (24 Hour Fax)

Any release of crude oil that meets any of the following criteria must be reported:

- a member of the general public is killed;
- a member of the general public receives injuries requiring hospitalization;
- an authorized official of an emergency agency recommends evacuation of an area by the general public;
- a motor vehicle has overturned on a public highway;
- fire, breakage, release or suspected contamination occurs involving an etiologic agent; or
- any release of oil which meets the reporting requirements in EPA regulations at 40 CFR 110;
  - violates water quality standards or;
  - causes a sheen on water surface. shore line or a sludge deposit below water surface;

This agency will contact the appropriate state agency including Department of Mines and Minerals, and/or Illinois EPA.

# **ASSOCIATED NON-EMERGENCY PHONE NUMBERS**

# **EPA Emergency Response Center Burn Permit**

Bud Ridgewater 217-782-3637

#### Dept. of Mines and Minerals (Oil & Gas Division)

Springfield, IL 217-782-7756

# Al Claybourne - Acting District Supervisor

Springfield, Illinois Office: 217-782-1689

# Harlin Dozier - District Manager

Carmi, Illinois

Office: 618-382-3150 Mobile: 618-838-5945

#### Alan Whitler - District Manager

Centralia, Illinois Office: 618-533-8979 Mobile: 618-237-7338

For all local emergency responder's telephone numbers see Response Plan Section 5 (Tab 5), Topic E. "Local Emergency Responders" in this manual.

#### 3.0 STATE OF INDIANA REQUIREMENTS

Indiana Utility Regulatory Commission Office of Pipeline Safety Director of Pipeline Safety 317-232-2717 317-460-8399 (24 hr)

# Indiana Department of Environmental Management Office of Environmental Response

100 N. Senate Avenue Indianapolis, Indiana 46206-605

Indianapolis (24 hour) 317-233-7745 Emergencies Inside US 888 233 7745

Contact in the event that product spills into the waters of the state. This agency will contact any other appropriate state agency.

Any release of crude oil that meets any of the following criteria must be reported:

- (1) Spills that damage the waters of the state so as to cause death or acute injury or illness to humans or animals.
- (2) Spills from a facility that has been notified in writing by a water utility that it is located in a delineated public water supply wellhead protection area as approved by the department under 327 IAC 8-4.1 that are:
  - (A) spills of hazardous substances or extremely hazardous substances when the amount spilled exceeds one hundred (100) pounds or the reportable quantity, whichever is less;
  - (B) spills of petroleum when the amount spilled exceeds fifty-five (55) gallons; or
  - (C) spills of objectionable substances as defined in section 4(11) of this rule.
- (3) Spills that damage waters of the state and that:
  - (A) are located within fifty (50) feet of a known private drinking water well located beyond the facility property boundary; or
  - (B) are located within one hundred (100) yards of:
    - (i) any high quality water designated as an outstanding state resource pursuant to 327 IAC 2-1-2(3), excluding Lake Michigan;
    - (ii) any water designated as exceptional use pursuant to 327 IAC 2-13(a)(6) [sic., 327 IAC 2-1-3(a)(6)] and 327 IAC 2-1-11(b);
    - (iii) any water designated as capable of supporting a salmonid fishery pursuant to 327 IAC 2-1-6(c)(1), except Lake Michigan; or
    - (iv) any water that is a fish hatchery, fish and wildlife area, nature preserve, or recreational water owned by the department of natural resources or the federal government.
- (4) For any spill which does not meet the criteria in subdivisions (1) through (3), the following must be reported:
  - (A) Spills to surface waters:

- (i) spills of hazardous substances or extremely hazardous substances when the amount spilled exceeds one hundred (100) pounds or the reportable quantity, whichever is less;
- (ii) spills of petroleum of such quantity as to cause a sheen upon the waters; or
- (iii) spills of objectionable substances as defined in section 4(11) of this rule.
- (B) Spills to soil beyond the facility boundary:
  - (i) spills of hazardous substances or extremely hazardous substances when the amount spilled exceeds one hundred (100) pounds or the reportable quantity, whichever is less;
  - (ii) spills of petroleum when the amount spilled exceeds fifty-five (55) gallons; or
  - (iii) spills of objectionable substances as defined in section 4(11) of this rule.
- (C) Spills to soil within the facility boundary:
  - (i) spills of hazardous substances or extremely hazardous substances when the amount spilled exceeds the reportable quantity;
  - (ii) spills of petroleum when the spilled amount exceeds one thousand (1,000) gallons; or
  - (iii) spills of objectionable substances as defined in section 4(11) of this rule.
- (5) Any spill for which a spill response has not been done.

#### **ASSOCIATED NON-EMERGENCY PHONE NUMBERS**

Bureau of Mines and Minerals (Division of Gas & Oil) Indianapolis, IN 317-232-4055
\* CALL FIRST (If not available, call County inspectors).

Posey County EMA (Larry Robb)

812-838-1320

IDEM (burn permit) (Pat Powlen)

317-695-6439

# 4.0 COMMONWEALTH OF KENTUCKY REQUIREMENTS

# **Department for Environmental Protection**

Environmental Response Center Frankfort, KY 800-928-2380 (24 hour) 502-564-2380 (24 Hour)

Any release of crude oil that meets any of the following criteria must be reported:

Reportable quantities are 25 gallons or more of a petroleum product within a 24-hour period and 75 gallons or more of diesel fuel in a 24-hour period or any amount that creates a visible sheen on surface waters.

This agency will contact any other appropriate state agency.

#### **ASSOCIATED NON-EMERGENCY PHONE NUMBERS**

**Division of Water Quality** 

Madisonville District Office 270-824-7529 Frankfort Central Office 502-564-3410

**Division of Air Quality** 

Owensboro District Office 270-687-7304 Frankfort Central Office 502-573-3382

# Kentucky Department of Conservation - Fish & Wildlife Resources Division Frankfort, KY -

Inside Kentucky Dial 800-252-5378

Outside Kentucky Dial 800-858-1549 Dispatch - ask to be transferred to the

Department of Conservation

For all local emergency responder's telephone numbers see Response Plan Section 5 (Tab 5), Topic E. "Local Emergency Responders" in this manual.

## **B. Notification Checklist**

The following pages are the notification checklist and follow-up reporting checklist for spill notification:

## **NOTIFICATION FORM**

REPORT THE FOLLOWING INFORMATION TO THE US COAST GUARD NATIONAL RESPONSE CENTER, TO ANY STATE AND LOCAL AGENCIES AS REQUIRED, AND, TO PIPELINE MANAGEMENT.

I AM REPORTII	NG A SPILL:		
1. Date and Timoccurred (b), re	ne: Depending on whether the spill was witne port as follows:	essed (a) or	detected after it
a	IT OCCURRED AT	time	ON date
b	IT WAS DISCOVERED AT	time	ON date
	pill: This information should be given in suffice the spill on a map and to send someone to		to permit the
THE SOURCE	OF THE SPILL IS:		
(or unknown) LO	OCATED AT		
3. Reason for S	pill: This information should be given, if kno	wn. If a cau	se has not been
determined it wi	ll be reported on the follow-up.		
REASON FOR	THE SPILL IS:		
the spill occurre flows into anoth	cted or Threatened by Spill: Name of the ward (a) and/or is threatening (b). If the spill is it er that has been or may be affected, give bownay happen (b).	nto one wat	er body which
a	THE SPILL MATERIAL HAS ENTERED		
b	THE SPILLED MATERIAL IS FLOWING TO	OWARD	
c WEATHER (	CONDITIONS AT/ON SCENE		

# NOTIFICATION FORM page 2

5. Type and Quantity of Material Spilled: Be as detailed as possible without guessing.					
THE SPILLED	MATERIAL IS:				
a	UNKNOWN				
b	(quantity if known)				
C	LESS THAN	_ (where contair spilled.)	ner size is know	n but has not	
THE SPILL IS:					
a	STOPPED				
b	CONTINUING RATE	OF FLOW IS:	a	UNKNOWN	
			b	-	
	QUANTITY REMAINING	G IS:	a	UNKNOWN	
			b	-	
6. Actions Take	en, Underway and Planne	d:			
WE HAVE					
WE PLAN TO _					
( If a contractor	is being called in:)				
WE ARE CALLING IN					
TO ASSIST TH	TO ASSIST THE OPERATION.				
7. Name and C the agency can	Contact of Reporter: It is call back.	important to pro	vide a telephon	e number where	
MY NAME IS					
I AM WITH					
WE CAN BE R	EACHED FOR FURTHEI	R INFORMATIO	N AT		
NOTE ANY CO	MMENTS MADE BY AG	ENCY:			
REPORT NUMBER (assigned by agency)					

# **FOLLOW-UP NOTIFICATION FORM**

This form should be filled out and the information given to Federal, State and local agencies as clean-up of the spill progresses.

NAME OF PIPELINE
TIME OF DISCHARGE
LOCATION OF DISCHARGE
NAME OF OIL INVOLVED
REASON FOR DISCHARGE
ESTIMATED VOLUME OF OIL DISCHARGED
WEATHER CONDITIONS ON SCENE
ACTIONS TAKEN BY PERSONS ON SCENE
ACTIONS PLANNED BY PERSONS ON SCENE

# C. Company Notification List

All persons listed (Countrymark Spill Management Team) may be notified by operating personnel, maintenance personnel or others on a 24 hour basis as the situation dictates.

#### 1.0 General

Keith Symanski - Mgr., PPL Maintenance (QI) (O) 812-838-8145 (M) 812-455-3716 Randy Carr – Mgr., Crude Gathering and Trans. (Alternate QI) 812-838-8154 (O) 812-455-3316 Position Open – Mgr., PPL Operations (O) (H) (M) Dave Hertzing - Manager of Regulatory Compliance (O) 812-838-8543 812-455-7963 Brad Parker - Land, Legal & ROW Supervisor (O) 812-838-8504 812-307-0180 Terry Leek - Measurement & Exchange Supervisor (O) 812-838-3634 812-618-8239

Mickey Smith - Pipeline Engineer

(O) 812-838-8111 (b) (M) 812-453-8109

Mike Hawkins - Area Foreman

(O) 618-643-3514 (b) 812-455-2366

Dennis Reynolds - Pipeline & Terminals Manager

(O) 317-896-2566 (M) 317-752-4586

Richard Hardy – Pipeline Integrity Manager

(O) 812-838-8505 (D) 812-205-6066 Travis Allen - Corrosion Supervisor

(O) 812-838-8552

(b) (M)

812-205-6050

Jamie Duckworth - Area Foreman

(O) 812

812-838-8103 1 Cell

812-455-3519

Kevin Price - Safety Director

(O) 812-838-8148

(M) 812-455-2410

Mike Bratton - Trucking Supervisor

(O) 812-838-8534

(b)

812-453-3193

## D. Notification of Qualified Individuals

#### 1.0 FIRST RESPONDER

Whenever an emergency situation is suspected, it is the responsibility of all Countrymark personnel to alert their immediate supervisors. In the absence of the next level of Countrymark supervision/management, Countrymark personnel are expected to assume that position in the notification of organization. The next level of supervision or management should be contacted in the absence of the immediate supervisor or manager. If the Mgr., PPL Maintenance (QI) cannot be reached, the Mgr., Crude Gathering and Transportation (QI) should be notified.

#### 2.0 MANAGER, PIPELINE MAINTENANCE

The Mgr., PPL Maintenance (QI should determine the severity of the situation and notify the Mgr., Crude Gathering and Transportation (QI). Mgr., Crude Gathering and Transportation (QI) should be notified immediately to terminate operation if the situation requires.

#### E. Communication methods available for notification.

Countrymark operates and maintains a low band VHF 2-way radio system, including 12 base stations, over 90 mobile units and 10 walkie-talkies. Mobile radios are installed in maintenance backhoes and in all "on road" maintenance, operation and supervision vehicles. The base stations are located at offices and terminals with standard telephone service. This provides indirect notification and direct response communications.

Countrymark also equips supervisors and pipeline locators with cellular telephones which are carried in their vehicle or on their person at all times. These 25 units can be recharged in the vehicles without limiting use. They provide direct notification and direct response communications.

Countrymark would establish communications with OSRO's and responding Agencies through their cellular phones if available. OSRO's or responding agencies without cellular phones will be supplied a Countrymark walkie-talkie or Countrymark employee with mobile radio as liaison. The Public Information Officer will provide communications liaison with all parties at the command post.

**F.** Report Information for Notification The following pages are the information record from the notification and follow-up reports:

# **NOTIFICATION FORM**

REPORT THE FOLLOWING INFORMATION TO THE US COAST GUARD NATIONAL RESPONSE CENTER, TO ANY STATE AND LOCAL AGENCIES AS REQUIRED, AND, TO PIPELINE MANAGEMENT.

I AM REPOR	TING A SPIL	.L:					
1. Date and T occurred (b),			er the spill w	as witne	essed (a)	or detected afte	er it
a			IT OCCURI		time	ON date	
b		IT WAS	S DISCOVEF	RED AT	time	ON date	
2. Location of agency to loca						ail to permit the e.	
THE SOURCE	E OF THE SI	PILL IS:					
(or unknown)	LOCATED A	AT					
3. Reason for determined it				n, if knov	wn. Ifac	ause has not be	en
REASON FO	R THE SPILL	L IS:					
the spill occur	red (a) and/o ther that has	or is threatening been or may	ng (b). If the	spill is i	nto one v	s) into which eith vater body which specifying wheth	ı
a	THE SPIL	L MATERIAL	HAS ENTER	RED			
b	THE SPIL	LED MATER	IAL IS FLOW	ING TO	)WARD _		
c. WEATHER	R CONDITIO	NS AT/ON SO	CENE				

# NOTIFICATION FORM page 2

5. Type and Quantity of Material Spilled: Be as detailed as possible without guessing.					
THE SPILLED I	MATERIAL IS:				
a	UNKNOWN				
b	(quantity if known)				
C	LESS THAN	_ (where contain spilled.)	er size is know	n but has not	
THE SPILL IS:					
a	STOPPED				
b	CONTINUING RATE	OF FLOW IS:	a	UNKNOWN	
			b	-	
	QUANTITY REMAINING	G IS:	a	UNKNOWN	
			b	-	
6. Actions Take	n, Underway and Planne	d:			
WE HAVE					
WE PLAN TO					
(If a contractor is being called in:)					
WE ARE CALLING INTO ASSIST THE OPERATION.					
	7. Name and Contact of Reporter: It is important to provide a telephone number where the agency can call back.				
MY NAME IS					
I AM WITH					
WE CAN BE REACHED FOR FURTHER INFORMATION AT					
NOTE ANY COMMENTS MADE BY AGENCY:					
REPORT NUMBER (assigned by agency)					

# **FOLLOW-UP NOTIFICATION FORM**

This form should be filled out and the information given to Federal, State and local agencies as clean-up of the spill progresses.

NAME OF PIPELINE
TIME OF DISCHARGE
LOCATION OF DISCHARGE
NAME OF OIL INVOLVED
REASON FOR DISCHARGE
ESTIMATED VOLUME OF OIL DISCHARGED
WEATHER CONDITIONS ON SCENE
ACTIONS TAKEN BY PERSONS ON SCENE
ACTIONS PLANNED BY PERSONS ON SCENE

# Response Plan Section 3 Spill Detection & On Scene Spill

## A. Methods of initial discharge detection:

1. The system is shutdown at 7:00 AM each operational day to obtain accurate meter readings and tank gauges. The field Gaugers transmit this information to the Inventory Control Specialist, for entry into the inventory control computer. The computer calculates an "over/short" for each line section or district which is reported to all department heads daily. When the inventory control on any line section has a substantial shortage, the Inventory Control Specialist immediately notifies the field Gauger, the Appropriate Area Foreman or the Mgr. PPL Maintenance is notified. The Area Foreman, or Mgr., PPL Maintenance will have the line section inspected for possible leaks, by aerial patrol, if weather permits, or have maintenance personnel



- 4. These systems are patrolled by air on a regular basis for early leak detection and right-of-way encroachments. Early detection of right-of-way encroachments and adjacent construction is most helpful in the prevention of outside damage to pipelines.
- 5. Line markers, with 24-hour phone numbers, are placed strategically along the pipeline routes to assist landowners, farmers and hunters in reporting a leak, and reducing response time.
- 6. In the event of a pipeline emergency the Mgr. PPL Maintenance will dispatch the nearest crew to the suspected leak site. The Mgr. PPL Maintenance will not attempt to search for the leak himself, but instead will remain in a position of overall supervision of the notification and response operation.

#### B. Priority Response Procedures to Mitigate and Clean-up

Proper actions taken during the early stages of response are crucial in preventing the situation from becoming a major incident. It is important that all personnel know what to do, to mitigate the spill damage and facilitate clean up. Initial response will be most effective if performed in the following order:

- Shutdown pipeline
- Locate source of spill
- Isolate leak by closing valves
- Contain the product, prevent flow into adjoining water courses
- Eliminate any possible sources of ignition
- Install temporary repair clamp
- Begin clean up

#### C. Countrymark Response Equipment

Countrymark maintains response equipment and operating equipment that can be used for response at Mt. Vernon, Indiana; Jolietville, Indiana; McLeansboro, Illinois and Centralia, Illinois. All these locations are within a Tier 1 response to this Response Zone.

Available equipment that may be necessary to perform response activities include:

- 1 ACME FS400ASK-39TG-4 Floating Saucer Skimmer
   425 BPH (rated capacity) with 4" hose,
   couplers and hose floats
   Located at Mt. Vernon River Dock
- 1 ACME FSV-39 Skimming Weir
   84 BPH (rated capacity) with 2" hose, couplers and hose floats
   Located at Mt. Vernon River Dock
- 1 CRUCIAL 1D18P-48 (Pneumatic) Drum Skimmer
   70 BPH (rated capacity) with 2" hose,
   couplers and hose floats
   Located at Mt. Vernon River Dock
- 1 Elastec TDS 118 Rolling Skimmers
   50 BPH (rated capacity) with 2" hose,
   couplers and hose floats
   Located at Mt. Vernon Maintenance Warehouse
- 1- Acme (Model Unknown) Floating Skimmer Unknown Capacity with 2" hose, couplers and hose floats Located on Spill Response Trailer @ Mt. Vernon River Dock Storage Shed
- 1 Elastec TDS 118 Rolling Skimmers
   50 BPH (rated capacity) with 2" hose,
   couplers and hose floats
   Located at Centralia Maintenance Warehouse
- 1 Elastec TDS 118 Rolling Skimmers
   50 BPH (rated capacity) with 2" hose,
   couplers and hose floats
   Located at McLeansboro Maintenance Warehouse
- 1 ACME FS 150 Floating Saucer Skimmers
   215 BPH (rated capacity) with 50' of 1-1/2" hose,
   and couplers
   Located at McLeansboro Maintenance Warehouse
- 2-SHOP MADE Floating Skimmers
  Unknown BPH with associated hose and couplers
  Located at Jolietville Warehouse

2 - 35 Barrel Vacuum Trucks

375 BPH (rated capacity) with 40' of 3" hose, connections and strainer
1 Located at Mt. Vernon Warehouse
1 Located at McLeansboro Warehouse

24-200 Barrel Petroleum Tank Trucks
425 BPH (rated capacity) with 40' of 3" hose,
and connections
Based out of Mt. Vernon

9 – 100 Barrel Petroleum Tank Trucks
 425 BPH (rated capacity) with 40' of 3" hose, and connections
 Based out of Mt. Vernon

- 1 200 Barrel "Non-Potable Water" Tank Truck 425 BPH (rated capacity) with 40' of 3" hose, and connections
- 1 200 Barrel "BS" Tank Truck425 BPH (rated capacity) with 40' of 3" hose and connections
- 4020' Floating Log, Skirted Containment/Protection Boom
- 4- Backhoes and Transport Trucks
- 2 Trackhoe and Transport Truck
- 1- Bulldozers
- 8 Welding Trucks
- 2 Dump Truck
- 7 Small Motor Boats with Trailers
- 4 Portable Generators
- 2 All Terrain Vehicles
- 4 400 Barrel Welded Stock Tank (Transportable)
- The Vacuum Trucks, Floating Saucer Skimmers, and Rolling Skimmers can perform principle recovery.
- The Petroleum Tank Trucks can transport recovered products to storage.
- The BS Tank Truck and 400 Barrel Stock Tanks can provide on site temporary storage.
- The Non-Potable Water Truck can provide flushing to clean areas and consolidate spilled product.

• The construction equipment can assist all phases of the operation. Available storage in the Response Zone capable of receiving recovered product:

Douglas, Indiana 2 – 4,000 Barrel Tanks

Mt. Vernon, Indiana 4– 400 Barrel Tanks

Refer to Section 9.E for a listing of this equipment by location, expanded to include ancillary and consumable equipment.

# D. Contacts for 24 hour Release of Response Equipment

# Countrymark

Randall Carr	812-838-8154 (W)
Dennis Reynolds	317-896-2566 (W)
Mike Hawkins	618-643-3514 (W)
Jamie Duckworth	812-838-8103 (W)
Keith Symanski	812-838-8145 (W)

(b) (6) (C) 812-455-3716 (C)

Veolia Environmental Services, Inc Evansville, IN 812-868-1100

Haggard Tank Truck Mt. Carmel, IL 618-262-5060

# E. Countrymark Refining and Logistics Emergency Phone Numbers

## PIPELINE MAINTENANCE & CONSTRUCTION

	(D) (O)	MOBILE	
*Jamie Duckworth		(b) (6)	)Cell
*Don Daniels – Pipeliner		618-384-9173	_
*Randy Schmidt - Backhoe Operator		812-639-0824	
Derek Almon – Pipeliner		812-204-7257	
*Ted Fisk – Operator		618-599-4477	
*David Sullivan, Welder		618-384-6251	
Wayne King – Welder		812-228-6011	
Randy Evans - Pipeliner		812-781-9693	
Dewayne Bradfield, Pipeliner		270-454-0075	
Jason Kolley		812-403-0167	

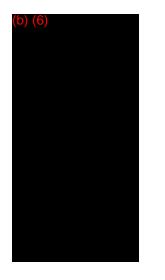
# PIPELINE MAINTENANCE & CONSTRUCTION

	MOBILE
*Keith Symanski – Mgr. PPL Maint.	812-455-3716
*Larry Graham - Welder	317-502-6692
*Joe Ruffin – Electrician Pipeline	317-431-7718
*Charles Stapleton - Pipeliner	317-385-2420
*Craig Rasnake - Pipeline Maint Tech	317-694-4554

## PIPELINE MAINTENANCE & CONSTRUCTION

*Mike Hawkins, Area Foreman
*Pat McReynolds, Backhoe Operator
*Terry Basnett, Welder
*Julie Beckman, Pipeliner
Troy Dagley, Pipeliner
Kody O'Daniel, Pipeliner
_
Eli Devoy, Pipeliner

Eli Devoy, Pipeliner Wesley Drake, Pipeliner \*Rodney Hazel - Welder Craig Draper



MOBILE 812-455-2366 618-918-0428 618-322-3869 618-977-5496 618-384-0532 618-455-1833 **MOBILE** 618-383-4731 618-231-2919 618-599-0688 618-926-4341

# GAUGERS, MEASUREMENTS, & MECH

Terry Leek, Measurement/Exch. Supervisor Jim Lupfer – Utility Tech. Chuck Stapleton – Utility Tech. Mike Slagle, Measurement Technician \*Steve Huck, Measurement Technician

# **GAUGERS**

Richard Clark Bruce Jourdan Ryan McBride Phillip Williams Rick Igert Carl Lauderback Dennis Levitt Tom Meeks Jimmy Moreland Jerry Murdach Rodney Richards Brad Roe Mike Schenk Mike Stern Ted Whitehead

#### FIELD MECHANICS

Bob York

Bob Wilke

Alan Dale – Electronic Tech. Michael Hamrick – Field Mech. Joe Ruffin – Electrician

**MOBILE** 812-618-8239 812-455-7905 317-385-2420 812-618-5001 812-781-9622 **MOBILE** 618-231-4428 812-499-8364

270-285-3857 270-724-2332 618-508-3828 618-508-2752 618-383-5037 618-263-8120 270-871-2722 618-383-2052 618-918-0440 618-384-9674 812-449-9497 812-781-9278 618-599-6719 812-568-9751 217-827-2813

**MOBILE** 

812-480-1578 842-598-7404 317-431-7718

RELIEF GAUGERS Bryan Keith Morrow Larry Hart	MOBILE 812-499-5249 618-231-5663
TERMINAL OPERATIONS Terminal Operations Kelly Winiger - Pipeline Dispatch/Rel. Gauger HOME Cory McConnell - Pipeline Dispatch Kevin O'Brien - Pipeline Dispatch Gary Lee Stallings – Pipeline Dispatch Mike Dye – Pipeline Dispatch Mike Hamrick (Back Up)- Pipeline Dispatch	MOBILE 812-499-3421 812-483-0337 MOBILE 812-319-7997 765-516-0059 812-664-8810 812-985-0319 812-598-7404
PRODUCTS PIPELINE TERMINALS OPERATIONS (b) (6)  Dennis Reynolds - Pipeline & Terminals Mg Keith Thompson - Terminal Supervisor Shannon Thompson - Terminal Supervisor Troy Roberts - Terminal Supervisor Todd Dolbeer - Terminal Automation Gary Gray - Terminal Specialist	MOBILE 317-752-4586 765-860-0270 317-439-2754 317-432-2781 317-502-4929
TERMINAL COORDINATORS Mark Alvarez Tim Novak Jeff Page James Price Christopher Unger Jerry Smith Bradley Driscol Spencer Meranda Joe Dunn Nathan Sprague	MOBILE 317-332-2868 765-398-0333 812-381-4820 574-709-8297 765-437-2498 812-381-3329 317-453-9814 317-809-5808 317-453-9814
*CORROSION  *Travis Allen - Corrosion Supervisor  *Ray Goodson - Corrosion Tech.  *David Wiggins, Corrosion Tech.  Stacey Whoberry – Corrosion Tech  George Johnson – Corrosion Tech  *Al Roberts, Assist. Corrosion Tech.  *Craig Rasnake - Pipeline Maint Tech	MOBILE 812-205-6050 812-455-7128 812-549-5507 812-205-5167 812-483-7662 812-455-7973 317-694-4554

	(b) (6)	
GARAGE		MOBILE
Bob Houchin – Foreman		812-781-9366
Robert Cobb - Mechanic		618-383-6978
Brandon Riordan - Mechanic		812-484-7858
Rick Birks - Mechanic		812-781-9276
Cory Vance – Mechanic		812-270-0688
Mike Bell - Mechanic		812-431-5794
Cale Higginson – Mechanic		812-453-3794
Cale Higginson – Mechanic		812-433-3701
TRUCKING		MOBILE
Mike Bratton, Truck & Garage Supervisor		812-453-3193
Mark Taylor - Dispatcher		812-781-1806
Robert (Wiley) Yancy Dispatcher		812-781-1802
The state of the s		012 ,01 1002
TRUCK DRIVERS		MOBILE
*George Atchison		618-267-4169
Steven Bowling		618-838-1722
Bart Butler		812-887-7623
Kent Butler		812-890-8191
*Sam Cook,		618-918-0417
*Keith Dagley		618-383-2834
Todd Dean		618-838-7192
Alex Deig		812-307-0087
Billy Diemel		618-838-5545
John Diemel		618-839-0799
Randy Duncan		618-240-4254
James Ellis		270-952-2029
Randy Enyart		618-676-7220
Richard Fisk		618-292-4807
Mike Fredrick		270-577-0459
Galon (Chip) Garrison		618-839-0437
Darrell Garwood		618-313-0104
Garland Gatewood		270-952-8544
*Pat Goodman		812-664-3848
Keith Gough		270-952-2512
Donald Hall		618-838-8626
Curtis Hancock		618-843-0000
Wayne Hancock		270-952-0234
*Derek Henson		618-384-7682
Jeremy Hoskins		618-384-9848
Kim Houser		618-267-5348
Monty Ingram		None
David Johnson		618-384-1398
*Gayle Johnson		812-779-6984
John Jones		618-599-0122
JOHN JUHOS		010 377-0144

# PHMSA 000046004

(b) (6)

	(b) (c)	
		MOBILE
Ty Kurlbaum		618-339-4837
Larry Lott		812-598-8180
*Carroll Marcus		812-550-2823
Charles (Tom) McElroy		812-483-3308
Brian McGennis		812-459-1613
Allan Medler		618-263-2979
Don Menger		912-675-6279
Mike Morris		812-881-9351
		812-568-5352
*Charles Murphy Bart Nellis		812-431-1361
Darin Powell		270-952-7362
Bill Saltsgaver		812-306-4118
Doug Schalk		618-387-1389
Walter Schmitt		812-431-4715
Chris Schmittler		618-838-3858
Mike Schneider		812-568-7490
Ronald Shripka		None
Daniel Sollman		812-483-4780
Nick Sollman		812-483-3177
Terry Stahl		618-516-1864
Tom Straw		812-664-8717
Kenny Stone		618-302-4023
Glenn Strumpher		618-927-3822
*Pat Thomas		618-237-2253
*John Timmons		618-322-1342
Garry Underwood		812-690-0800
Edgar West		270-273-3838
Steve West		270-929-3983
Greg Williams		618-383-4045
Sherman York		812-457-0761
Charles Young		270-577-0893
Delbert Young		618-839-4358
Delocit Toung		010-03/-4330

# F. Priority Response Procedures to Substantial Threat of Discharge

The Countrymark Operations & Maintenance Manual contains procedure for recognition and response to abnormal operating conditions. These conditions might result in discharges, including a worst-case discharge, without proper monitoring and response.

These conditions might include;

- A report of unauthorized construction or excavating near the pipeline
- An unexplained pressure increase or decrease
- An unexplained overage or shortage of pipeline throughput
- An unexplained flow rate change
- Significant flooding creating the possibility of scouring and rapid erosion
- Report of equipment strikes of buried objects in a field containing the pipeline
- Report of unexplained liquid or odor in the area of the pipeline
- Train or Traffic Accidents in the area of the pipeline.

Response to these and other conditions may include the following actions prior to an on site investigation:

- Pipeline shutdown
- Increased monitoring
- Pressure reduction
- Isolation of pipeline sections by valve closure (only after shutdown)

These responses may be continued following the investigation until the abnormal condition is resolved.

# Response Plan Section 4 Response Activities

# A. Operating Personnel Response

Countrymark Refining and Logistics operating personnel have the authority and obligation to terminate any operation in response to an abnormal, threatening, or hazardous situation. Countrymark's first responder will activate the Facility Response Plan and act as the Incident Commander until relieved. The First Responder/IC will also assess the incident and report:

- · material spilled
- volume
- location of the spill
- source
- direction of spill movement
- · body of water is affected or threatened
- · water conditions

Following the assessment and report of status, the First Responder/IC should take any actions within his capabilities including:

- Close any valves to isolate drainage
- Impede the flow of product away from the spill site
- · Notify anyone in immediate danger

Countrymark's response will utilitize an Incident Command System based on U.S. Coast Guard's "Oil Spill Field Operations Guide" and consistent with the provisions of the ACP. The structure of this command system is shown on the Response Organization Chart, along with the job titles of the Countrymark employees designated to fill the ICS positions. The Incident Commander may add additional positions to the organization as the response may require.

## **INCIDENT COMMANDER (IC)**

Countrymark's Incident Commander will be responsible for command of all activities at the response area. The IC will communicate with the QI to determine the need to activate additional resources and funds.

The position of IC will be filled, temporarily by the first responding Countrymark Refining and Logistics, Inc. employee. The incident commander will change as more experienced or higher-ranking personnel arrive. A change in IC will be completed by a verbal acknowledgment of the existing IC to the new IC.

The Mgr. PPL Maintenance will be the ultimate IC. Alternates would be the appropriate Area Foreman or other experienced employee named by the IC.

INCIDENT COMMANDER RESPONSIBILITIES

- Review common responsibilities
- Assess the situation and/or obtain a briefing from the prior Incident Commander
- Determine incident objectives and strategies
- · Establish the immediate priorities
- Establish an Incident Command Post
- Establish an appropriate level of ICS organization
- Approve and authorize implementation of an Incident Action Plan
- Ensure that adequate safety measures are in place
- · Coordinate activity of all Command and General Staff
- Coordinate with stakeholders, officials, and response agencies through the Liaison Officer
- Approve requests for additional resources or for the release of resources
- · Authorize release of information through the Information Officer
- Ensure incident funding is available
- · Coordinate incident investigation responsibilities through Liaison Officer
- Order the demobilization of incident resources, when appropriate

#### INCIDENT COMMAND POST

The IC shall designate an area as the Incident Command Post at his earliest convenience. It will serve as central meeting area and headquarters for the command staff at the incident. The location should be as close as safely practical to the scene and provide good phone communications with the QI.

# **INFORMATION OFFICER (IO)**

Countrymark's Information Officer will be responsible for developing and releasing information about the incident and for response to the news media, response personnel and other appropriate agencies.

The Mgr., Crude Gathering and Transportation will be the IO. Alternates would be other experienced employees named by the IC.

# INFORMATION OFFICER RESPONSIBILITIES

- Review Common Responsibilities
- Determine from the Incident Commander if there are any limits on information release
- Develop material for use in news briefings
- Obtain Incident Commander approval for news media releases
- Inform news media and conduct news briefings
- Obtain news media information that may be useful for incident planning
- Maintain current information summaries and/or displays on the incident
- · Provide information on status of incident to assigned personnel
- Maintain Activity Log (ICS 214)

# **SAFETY OFFICER (SO)**

Countrymark's Safety Officer will be responsible for identifying, assessing and monitoring hazardous and unsafe situations and developing measures to assure personnel safety.

The Safety Officer will correct unsafe acts or conditions through the regular line of authority, but may exercise emergency authority when immediate action is required.

The Safety Director will be the SO. Alternatives would be an experienced employee named by the IC.

#### SAFETY OFFICER RESPONSIBILITIES

- Review common responsibilities
- During initial response, document the hazard analysis process addressing hazard identification, personal protective equipment, control zones, and decontamination area
- Participate in planning meetings to identify any health and safety concerns inherent in the operations daily work plan
- Review the Incident Action Plan for safety implications
- Exercise emergency authority to prevent or stop unsafe acts
- Investigate accidents that have occurred within incident areas
- Ensure preparation and implementation of Site Safety and Health Plan (SSHP) in accordance with the Area Contingency Plan (ACP) and State and Federal OSHA regulations. The SSHP shall, at a minimum, address, include, or contain the following elements:
  - Health and safety hazard analysis for each site task or operation
  - o Comprehensive operations work plan
  - o Personnel training requirements
  - o PPE selection criteria
  - o Site-specific occupational medical monitoring requirements
  - o Air monitoring plan: area/personal
  - o Site control measures
  - o Confined space entry procedures "only if needed"
  - o Pre-entry briefings (tailgate meetings): initial and as needed
  - o Pre-operations health and safety conference for all incident participants
  - Quality assurance of SSHP effectiveness
- Assign assistants and manage the incident safety organization
- Review and approve the Medical Plan (ICS 206).
- Maintain Activity Log (ICS 214).

#### LIAISON OFFICER (LO)

Countrymark's Liaison Officer will be the point of contact and communications between the IC staff and the assisting and cooperating Agency Representatives and Investigators.

The Environmental Director will be the LO. Alternatives would be an experienced employee named by the IC.

#### LIAISON OFFICER RESPONSIBILITIES

- Review common responsibilities
- Provide a point of contact for assisting and cooperating Agency Representatives
- Identify Agency Representatives from each agency, including communications link and location
- Maintain a list of assisting and cooperating agency and stakeholder group contacts
- Keep agencies supporting incident aware of incident status
- Monitor incident operations to identify current or potential inter-organizational issues and advise Incident Commander as appropriate
- Participate in planning meetings, provide current resource status information, including limitations and capabilities of assisting agency resources
- Provide information and support to local government officials and stakeholder groups
- Maintain Activity Log (ICS 214)

#### **CLAIMS OFFICER**

Countrymark's Claims Officer is responsible for liaison and claim settlement with landowners and affected public in the response area.

The Land, Legal & R-O-W Agent will be the Claims Officer. Alternative would be other experienced employee named by the IC.

#### **CLAIMS OFFICER RESPONSIBILITIES**

- Review common responsibilities
- Prepare and sign land use agreements, as needed
- Interpret agreements and resolve claims or disputes within delegated authority
- Establish contact with Safety Officer, Liaison Officer and Agency Representatives
- Ensure that all Compensation-for Injury and Claims documents are up to date
- Maintain Activity Log (ICS214)

#### **OPERATIONS SECTION CHIEF**

Countrymark's Operations Section Chief will be responsible for managing all operations directly applicable to the response, recovery and remediation.

The Mgr., Pipeline Operations will be the Operations Section Chief. Alternatives would be other experienced employees named by the IC.

# **OPERATIONS SECTION CHIEF RESPONSIBILITIES**

- Review common responsibilities
- Develop operations portion of Incident Action Plan
- Brief and assign operations personnel in accordance with Incident Action Plan
- Supervise execution of the Incident Action Plan for Operations
- Request resources needed to implement Operation's tactics
- Ensure safe tactical operations
- Make, or approve, expedient changes to the Incident Action Plan during the operational period, as necessary
- Report information about changes in the implementation of the IAP, special activities, events, and occurrences to Incident Commander as well as to Planning Section Chief and Information Officer
- Establish and maintain boundaries of staging areas
- Establish check-in function, as appropriate
- Determine and request logistical support for personnel and/or equipment, as needed
- · Demobilize or reposition staging areas, as needed
- Monitor work progress and make changes when necessary
- Brief relief personnel and advise them of any change in conditions
- Maintain Activity Log (ICS 214)

#### **PLANNING SECTION CHIEF**

Countrymark's Planning Section Chief will be responsible for collecting, evaluating, disseminating and using information to understand the current situation, predict probable course of events and devise alternative strategies.

The Pipeline Engineer will be the Planning Section Chief. Alternatives would be the other experienced employees named by the IC.

#### PLANNING SECTION CHIEF RESPONSIBILITIES

- Review common responsibilities
- Collect and process information about the incident
- Supervise Incident Action Plan preparation
- Provide input to the Incident Command and Operations Sections Chief in preparing the Incident Action Plan
- Participate in planning and other meetings, as required
- Determine need for any specialized resources in support of the incident
- Assemble information on alternative strategies
- Provide periodic predictions on incident potential
- Compile and display incident status summary information

# LOGISTICS SECTION CHIEF

Countrymark's Logistics Section Chief will be responsible for providing necessary facilities, services and material to supply and sustain the response.

The Corrosion Supervisor will be the Logistics Section Chief. Alternatives would be experienced employees named by the IC.

#### LOGISTICS SECTION CHIEF RESPONSIBILITIES

- Review common responsibilities
- Participate in Incident Action Plan preparation
- Identify service and support requirements for planned and expected operations
- Determine level of service required to support operations
- Coordinate and process requests for additional resources
- Review Incident Action Plan and estimate needs for next operational period
- Advise on current service and support capabilities
- Prepare service and support elements of the Incident Action Plan
- Estimate future service and support requirements
- Provide input to Demobilization Plan as required by Planning Section
- Recommend release of unit resources in conformance with Demobilization Plan
- Maintain Activity Log (ICS 214)

# FINANCE/ADMINISTRATION SECTION CHIEF

Countrymark's Finance/Administration Section Chief will be responsible for cost analysis and recording for the response activities.

The Pipeline Integrity Manager will be the Finance/Administration Section Chief. Alternatives would be other experienced employees named by the IC.

#### FINANCE/ADMINISTRATION SECTION CHIEF RESPONSIBILITIES

- Review common responsibilities
- Attend planning meetings to gather information on overall strategy
- Meet with assisting and cooperating agency representatives, as required
- Provide input in all planning sessions on financial and cost analysis matters
- Maintain daily contact with company administrative headquarters on finance matters
- Ensure that all personnel time records are transmitted to home company according to policy
- Participate in all demobilization planning
- Ensure that all obligation documents initiated at the incident are properly prepared and completed
- Brief administration personnel on all incident related business management issues needing attention and follow-up prior to leaving incident
- Obtain and record all cost data
- Prepare incident cost summaries
- Prepare resource-use cost estimates for Planning
- Maintain cumulative incident cost records
- Ensure that all cost documents are accurately prepared
- Complete all records prior to demobilization
- Ensure that daily personnel and equipment time recording documents are prepared in compliance with time policies
- Provide for records security
- Establish a system for collecting equipment time reports
- Maintain current posting on all charges or credits for fuel, parts, services, and commissary

- Establish and maintain a file for personnel time reports within the first operational period
- For each operational period, initiate, gather or update a time report from all applicable personnel assigned to the incident
- Verify that all personnel identification information is correct on the time report
- Close out time documents prior to personnel leaving the incident
- Maintain a log of overtime hours worked
- Maintain Activity Log (ICS 214)

#### **COMMON RESPONSIBILITIES**

- Upon arrival at the incident, check in at the Incident Command Post
- All radio communications to Incident Communications Center will be addressed: "(Incident Name) Communications".
- Use clear text and ICS terminology (no codes) in all radio transmissions
- Receive briefing from immediate supervisor
- · Acquire work materials
- Organize, assign, and brief subordinates
- Ensure continuity using in/out briefings
- Respond to demobilization orders
- Brief subordinates regarding demobilization

# B. The qualified individual's responsibilities and authority, including notification of the response resources identified in the plan.

#### **QUALIFIED INDIVIDUAL**

The Qualified Individuals identified in Section 1, are English speaking, representatives of Countrymark Refining and Logistics. One of them is available on a 24-hour basis, with full authority to activate Countrymark's personnel and equipment and contract oil spill removal organizations.

The Qualified Individual will contact Oil Spill Response Organizations as required by the Incident Commander.

These Qualified Individuals have the authority to obligate funds required to carry out required or directed response activities.

# C. Coordination of actions by Countrymark with On-Scene Coordinators.

Countrymark's Incident Commander or a Staff Officer will report the incident to the National Response Center and corresponding State emergency reporting centers. These centers will notify the appropriate oversight agencies and they will dispatch their personnel. When agency personnel or investigators arrive at the incident, the Countrymark Liaison Officer will update them on the situation and solicit any recommendations on the response operations.

Countrymark will continue to coordinate with oversight agency personnel or investigators through the Liaison Officer, while maintaining operational control of the response under Countrymark's ICS. If required by oversight agency personnel or investigators, Countrymark will set up a Unified Command including the Incident Commander, Federal On-Scene Coordinator, State On-Scene Coordinator and other coordinators appropriate to the situation. This Unified Command would devise a mutually accepted response strategy and establish the response organization and staffing needs to meet the strategy.

# D. Oil Spill Response Organizations

Countrymark Refining and Logistics plans to make an adequate response to any situation in its system with its own equipment and trained personnel. However, Countrymark relies on these identified contractors and mutual aid groups to provide reserves of personnel, equipment and materials during emergency responses.

# **SPILL RESPONSE CONTRACTORS**

Countrymark has an Emergency Response Agreement with these Oil Spill Response Organizations

# Heritage Environmental Services, LLC

7901 W. Morris St.		800-487-7455 (24 hr)
Indianapolis, IN 46231		317-243-0811 (24 hr)
	Louisville, Ky.	502-473-0638 (24 hr)

# Set Environmental, Inc.

510 South Park Dr.	800-831-1971 (24hr)
Mooresville, IN 46158	317-291-3972 (24 hr)
	888-322-3374 (24 hr)

# **Summit Environmental Services Inc.**

Cummit Environmental Col Vices moi	
2125 Glenview Drive	812-421-1744
Evansville, IN 47720	877-421-1744 (24 hr)

# SPECIALIZED LOCAL CONTRACTORS AND SERVICES

Countrymark has local contractors providing ongoing operational assistance who can provide personnel, equipment or services to supplement company response operations.

Brentco Aerial Patrol, Inc.	Hesperus, Colorado	970-259-4098
Veolia Environmental Service	ces, Inc. Evansville, In	812-868-1100
Haggard Tank Truck Service	es Mt. Carmel, IL	618-262-5060
Tates Flying Service	Effingham, IL	217-576-5312

Countrymark has working relationships with several local contractors who have personnel, equipment or materials that could be used to supplement company response operations.

Steve Wilderman	New Harmony, IN	812-449-3998
B & B Trucking	Norris City, IL	618-378-3337
Parker Construction Co.	New Harmony, IN	812-682-4434
Feller Trucking Co.	Centralia, IL	618-829-3260
McKay Trucking	Centralia, IL	618-532-7943
Elastec	Carmi, IL	618-382-2525

# **MUTUAL ASSISTANCE GROUPS**

Countrymark Refining and Logistics, LLC. is a member of the Ohio River Emergency Cooperative Corporation based in Mt. Vernon, Indiana. This group owns a spill response trailer and boom reel trailer warehoused at Countrymark's Mt. Vernon river dock. Contact would be internal through Gene Grabert 812-838-8174.

Countrymark Refining and Logistics, LLC. also has historically been a part of informal mutual aid associations with other liquid transportation companies in the area. Due to consolidations in the industry Marathon Petroleum LLC and Shell Pipeline Co. LLC are all that remain

#### MARATHON PETROLEUM, LLC

#### **Equipment and Supplies Available**

The following Marathon response zones keep spill cleanup equipment and supplies available for emergency use. Countrymark and MPL have a verbal agreement for mutual aid. The MPL equipment and supplies housed in these two response zones are listed in MPL's emergency response plan and is available to Countrymark in an emergency. Countrymark will call MPL at 800-537-6644 in an emergency to request mutual aid assistance.

Martinsville Response Zone MPL # 0717 Ohio Valley Response Zone MPL #0716

**ADDITIONAL OIL SPILL RESPONSE ORGANIZATIONS IN THE REGION** Countrymark Refining and Logistics is aware of several other response contractors who could be contacted for additional assistance.

**Shaw Environmental, Inc.** Findlay, OH 800-537-9540

Marine Pollution Control Detroit, MI 313-849-2333

E. Contract Responder and Mutual Aid Resources

# LEAK/SPILL RESPONSE TRAILERS & EQUIPMENT

(Stored at Countrymark's Riverview & Riverdock)

Spill Response Trailer (Acme T-39 Serial # 438378, Purchased 9/16/74)
OREC Equipment @ Riverdock

- 1 Jaton Fabric cover for above
- 1 Filter/Regulator/Lubricator (For Drum Skimmer)
- 1 3/8" air hoses, (50' & 23' lengths)
- 1 2" Pump Suction and Discharge Hose, w/three floats (40' length)
- 162' 4" PVC nylon HD hose, (87' & 75' lengths)
- 4 4" couplers w/clamps
- 1 4" x 45 degree elbow couplers w/clamps
- 9 4" hose floats

- 1 PVC coated mushroom anchors 18# 5 Fluted river anchors 40# Buoys, 12" diameter ball 4 5/8" polypropylene rope125' 125' 3/4" polypropylene rope (9/12/2011) 600' ½" nylon rope 100' Life jackets 7 Life Ring Buoy w/70' rope 1 First Aid Kit 1 3# Dry Chemical Fire Extinguisher 1 Acme Containment Boom, 6" float x 6" skirt, 3/8" chain wt., 9' logs 400'
- Boom Reel Trailer (Diamond C Model 13 Dec 16 Deck Over Trailer, Purchased 7/30/99)
  - 1 3# Dry Chemical Fire Extinguisher
  - 1 13,000 WATT PPG Generator

(Donated by Marathon)

- 1 Abasco Model BR78/114MG Boom Storage Reel
- 500' Elastec MaxiMax fence containment Boom (9/13/2011)

Boom Reel Trailer (Smiley's Trailer MFG.) 16' Deck Over Trailer, Purchased 5/25/12)

- 1 Abasco Boom Storage Reel
- 2 Elastec MaxiMax Fence Containment Boom (9/13/2011)

# **Equipment Located in Storage Buildings**

- Acme Containment Boom, 6" float x 6" skirt, 3/8" chain wt., 9' logs
  Abasco Containment Boom, 6" float x 6" skirt, 3/8" chain wt., 9' logs
  LANDA Hot Water Pressure Washer (Purchased 1/24/08)
  Floating Skimmer Acme FS 400 serial #40446
  Skimming Weir Acme FSV-39T serial #40447
  Model 1D18P-48 Drum Skimmer (Pneumatically driven)
  Model 45922 Gasoline Portable Air Compressor (Purchased 8-5-05)
- LEAK/SPILL RESPONSE TRAILER #30 @ Riverview

Condition of the Following Equipment is Good

SKIMMERS

Type & Quantity: Floating Skimmer - (1ea.)

Owned By: Facility F , CO-OP \_\_\_\_\_, or OSRO \_\_\_\_\_

Model: Acme

Year: Purchased before 1991 date not available

Operational Status: Good

Capacity: Unknown gal./min.

Daily Effective Recovery Rate: Unknown bbls/day

Storage Location: Leak Trailer #30 at Riverview Storage Shed

Date Fuel Last Changed: N/A

BOOM

Type & Quantity: (OREC)

Owned By: Facility X, CO-OP \_\_\_\_, or OSRO \_\_\_\_

Model: Abasco

Year: Purchased before 1991 date not available

Storage Location: Leak Trailer #30 at Riverview Storage Shed

Operational Status: Good

Size (Length): 600'

Containment Area: 22,500 Sq. Ft.

BOOM

Type & Quantity: Absorbent Boom - (8 bags) (40' per bag)

Owned By: Facility X, CO-OP \_\_\_\_\_, or OSRO \_\_

Model: B810F Year: 2009

Storage Location: Leak Trailer #30 at Riverview Storage Shed

Operational Status: Good

Size (Length): 320'

Containment Area: 6,400 Sq. Ft.

SORBENTS

Type: Absorbent Pads Owned By: \* F Year Purchased: 2009

Amount: 4 Bundles

Storage Location: Leak Trailer #30 at Riverview Storage Shed

Absorption Capacity: 56 gal. per bundle

Type: Absorbent Sheet

Owned By:\* F

Year Purchased: 2009

Amount: 1 ea.  $-38" \times 144'$ 

Storage Location: Leak Trailer #30 at Riverview Storage Shed

Absorption Capacity: 112 gal.

#### HAND TOOLS & ACCESSORIES

Type	Owned By*	Quantity	Status	Location
JaTon Fabric Cover	F	1	Good	Leak Trailer #30
4" HD Nylon Hose	F	200′	Good	Leak Trailer #30
5/8" Rope	F	500 <i>′</i>	Good	Leak Trailer #30
5/16" Nylon Rope	F	475 <i>′</i>	Good	Leak Trailer #30
4" Hose Float	F	1	Good	Leak Trailer #30
4" Couplers w/Clamps	F	4	Good	Leak Trailer #30
Roll of Plastic	F	1	Good	Leak Trailer #30
Rolls of ? Elect. Tap	pe F	7	Good	Leak Trailer #30
Box of Rags	F	1	Good	Leak Trailer #30
5 Gal. Gas Can	F	1	Good	Leak Trailer #30
Wheel Chocks	F	2	Good	Leak Trailer #30
6-Volt Flashlight	F	1	Good	Leak Trailer #30
Screwdriver	F	1	Good	Leak Trailer #30
Disposable Coveralls	F	6	Good	Leak Trailer #30
Boxes Rubber Gloves	F	3	Good	Leak Trailer #30
Limb Saws	F	1	Good	Leak Trailer #30

# Acme T-39 Trailer #139 at Riverview

(Yellow) With 600' of Skirted Boom Capacity Serial No.1YR08411FY071056 Purchased 08-26-88

Year Owned By Quantity Type Location Status 1988 F 1 Riverview Stor. Shed #T-39 Acme Trailer Good Equipment & Supplies On Boom Trailer #139 2 Boxes 5/8" rope 300' 1 Large skimmer

- 1 5 Gal. gas can

- 1 Fire extingusher
- Hose float
- 6 volt flashlights
- 2 Locks
- 2 Rolls electrical tape
- 8 Rolls 2" x 100' polytape
- 1 Roll 3/8" x 300' nylon rope
- 1 Male 3" x 4" camlock coupler
- 1 Female 3" x 4" camlock coupler
- 1 Roll mechanics lace wire
- 4 Boxes rubber gloves
- 3/4" x 100' rope
- Limb saws
- Sets of wheel chauks
- 3 3" hose splice couplers
- 1 3" 45 hose splice couplers
- 1 Roll Large plastic bags
- 1 Box Tyvex coveralls
- 1 Box of rags
- 4 Quarts SAE 30 oil
- 3 Cans wasp spray
- 1 Black 4" x 25' hose 1 Blue 4" x 100' hose

Assorted Yellow booms

- 3 Bags white booms
- 1 Screwdriver
- 1 2" strainer

# The Following Additional Equipment is Stored At Riverdock

#### SKIMMERS

Type & Quantity: CRUCIAL (Pneumatic) Drum Skimmer, (1) Owned By: Facility \_\_\_\_\_, CO-OP \_\_X\_\_, or OSRO \_\_\_\_ Model: 1D18P-48 Year:2003 Operational Status: Good Capacity: 50 gal./min. Daily Effective Recovery Rate: 343 bbls/day Storage Location: Storage container @ River Terminal Date Fuel Last Changed: N/A Type & Quantity: ACME Skimming Weir, (1) Owned By: Facility \_\_\_\_\_, CO-OP \_\_X\_\_, or OSRO \_\_\_ Model: FSV-39 Year: 1974 Operational Status: Good

Capacity: 59 gal./min. Daily Effective Recovery Rate: 405 bbls/day Storage Location: Storage Tank @ River Terminal Date Fuel Last Changed: N/A Type & Quantity: ACME Floating Saucer Skimmer (1) Owned By: Facility \_\_\_\_\_\_, CO-OP \_\_X\_\_\_\_, or OSRO \_\_\_\_\_ Model: FS400ASK-39TG-4 Year: 1974 Operational Status: Good Capacity: 300 gal./min. Daily Effective Recovery Rate: 2,057 bbls/day Storage Location: Storage Tank @ River Terminal Date Fuel Last Changed: Drained PUMPS Type & Quantity: Sandpiper 2" air diaphragm pump, (1) Owned By: Facility \_\_\_X\_\_\_, CO-OP \_\_\_\_\_, or OSRO \_\_\_\_ Model: SA@-A Year: 2006 Operational Status: Good Capacity: 140 gal./min. Daily Effective Recovery Rate: 960 bbls/day Storage Location: Storage container @ River Terminal Date Fuel Last Changed: N/A Type & Quantity: Marathon 1" air diaphragm pump, (1) Owned By: Facility \_\_\_X\_\_\_, CO-OP \_\_\_\_, or OSRO \_ Model: MP03M Year: Unknown Operational Status: Good Capacity: 42 gal./min. Daily Effective Recovery Rate: 288 bbls/day Storage Location: Storage Container @ River Terminal Date Fuel Last Changed: N/A Type & Quantity: Viking 2" gear pump w/5HP electric motor (1) Owned By: Facility \_\_\_X\_\_\_, CO-OP \_\_\_\_\_, or OSRO \_\_\_\_\_ Model: <u>KK 32</u> Year: <u>2005</u> Operational Status: Good Capacity: 50 gal./min. Daily Effective Recovery Rate: 343 bbls/day Storage Location: On Dock @ River Terminal Date Fuel Last Changed: N/A Type & Quantity: Viking 2" gear pump w/7.5HP electric motor (1) Owned By: Facility \_\_\_\_X\_\_\_\_, CO-OP \_\_\_\_\_, or OSRO \_\_\_\_ Model:  $\underline{L 124A}$ Year:  $\underline{2007}$ Operational Status: Good Capacity: 135 gal./min. Daily Effective Recovery Rate: 926 bbls/day Storage Location: On Dock @ River Terminal Date Fuel Last Changed: N/A

#### BOOM

Type & Quantity: Solid Flotation Containment Boom, (600') Owned By: Facility  $X_{-}$ , CO-OP  $X_{-}$ , or OSRO  $X_{-}$ Model: Price Darnall Year: Unknown Storage Location: On Dock @ River Terminal Operational Status: Good Size (Length): 4" Float x 4" Skirt, (5) 100' Lengths, (2) 50' Lengths Containment Area: 50,930 Sq. Ft. Type & Quantity: Solid Flotation Containment Boom, (200') Owned By: Facility X\_\_\_, CO-OP \_\_\_\_, or OSRO \_\_ Model: Price Darnall Year: Unknown Storage Location: Storage Tank @ River Terminal Operational Status: Good Size (Length): 11" Float x 11" Skirt, (1) 100' Length (2) 50' Lengths Containment Area: 11,673 Sq. Ft. Type & Quantity: Solid Flotation Containment Boom, (400') Storage Location: Response trailer @ River Terminal Operational Status: Good Size (Length): 6" Float x 6" Skirt, (4) 100' Lengths, Containment Area: 28,647 Sq. Ft. Type & Quantity: Solid Flotation Containment Boom, (500') Owned By: Facility \_\_\_\_\_, CO-OP \_\_\_X\_\_\_, or OSRO \_\_\_\_ Model: MaxiMax Year: 2011 Storage Location: Boom Reel trailer @ River Terminal Operational Status: Good Size (Length): 10" Float x 20" Skirt, (10) 100' Containment Area: 566,025 Sq. Ft. Type & Quantity: Solid Flotation Containment Boom, (500') Owned By Facility \_\_\_\_\_, CO-OP  $\underline{\underline{x}}$ \_, or OSRO \_\_\_ Model: MaxiMax Year: 2011 Storage Location: (#2) Boom Reel Trailer @ River Terminal Operational Status: Good Size: (Length): 10" Float x 20" Skirt, (5) 100' Containment Area: 1,790 Sq. Ft. Type & Quantity: Solid Flotation Containment Boom, (100') Owned By: Facility \_\_\_\_\_, CO-OP \_\_\_X\_\_\_, or OSRO \_\_\_\_ Model: ACME Year: Unknown Storage Tank @ River Terminal Operational Status: Fair Size (Length): 6" Float x 6" Skirt,(1) 100' Length Containment Area: 1,790 Sq. Ft. Type & Quantity: Solid Flotation Containment Boom, (400') Owned By: Facility \_\_\_\_\_, CO-OP \_\_\_X\_\_\_, or OSRO \_\_\_\_ Model: ACME Year: Unknown Storage Location: Storage shed @ refinery Operational Status: Fair Size (Length): 6" Float x 6" Skirt,(1) 100' Length Containment Area: 28,647 Sq. Ft.

Type & Quantity: Solid Flotation Containment Boom, (200') Owned By: Facility \_\_\_\_\_, CO-OP  $\underline{X}$ , or OSRO  $\underline{X}$ 

Model: ABASCO Year: 1997

Storage Location: Storage shed @ Refinery

Operational Status: Fair

Size (Length): 6" Float x 6" Skirt, (4) 100' Lengths

Containment Area: 7,162 Sq. Ft.

Type & Quantity: Solid Flotation Containment Boom, (400') Owned By: Facility \_\_\_\_\_, CO-OP \_\_\_X\_\_\_, or OSRO \_\_\_\_

Model: ABASCO Year: 1997

Storage Location: Storage Tank @ River Terminal

Operational Status: Fair

Size (Length): 6" Float x 6" Skirt, (4) 100' Lengths

Containment Area: 28,647 Sq. Ft.

#### SORBENTS

Type: KYS-OIL-KLEAN, 6" x 20' boom

Owned By:\* F

Year Purchased: Unknown

Amount: 220'

Storage Location: On Dock @ River Terminal

Absorption Capacity: Unknown gal.

Type: SPC,  $17" \times 19"$  Pads Owned By:\* F

Year Purchased: Unknown

Amount: 1100 Pads

Storage Location: On Dock @ River Terminal

Absorption Capacity: Unknown gal.

Type: 50 LBS. Bags Oil Dry

Owned By:\* F

Year Purchased: Unknown

Amount: 11 Bags

Storage Location: On Dock @ River Terminal

Absorption Capacity: Unknown gal.

Type: EEP, 8" x 10' Boom

Owned By:\* F

Year Purchased: Unknown

Amount: 50'

Storage Location: Garage @ River Terminal

Absorption Capacity: <u>Unknown</u> gal.

Type: Sorbent Roll 38" x 144'

Owned By:\* F

Year Purchased: Unknown

Amount: 2 Roll

Storage Location: Garage @ River Terminal

Absorption Capacity: <u>Unknown</u> gal.

# HAND TOOLS & ACCESSORIES

Type and Year Own	ed by*	Quantity	Status	Location
Plastic scoop shovel	F	Two	Good	Dock
Straw broom	F	One	Good	Dock
Мор	F	Two	Good	Dock
55 Gal. plastic drum	F	Two	Good	Dock
Large plastic bags	F	One roll	Good	Dock
¾" hose	F	150′	Good	Dock
1 ½" hose	F	150′	Good	Dock
2" hose	F	75′	Good	Dock
2" S & D hose	С	40′	Good	Response Trailer
4" PVC nylon HD hose	С	162′	Good	Response Trailer
3/8" Air Hose	С	73′	Good	Response Trailer
4" Couplers w/ clamps	C	Four	Good	Response Trailer
4" 45 degree couplers	С	Two	Good	Response Trailer
Hose floats	С	Twelve	Good	Response Trailer
18# mushroom anchors	С	Two	Good	Response Trailer
40# Fluted anchors	С	Five	Good	Response Trailer
Towing bridle w/ float	С	Two	Good	Response Trailer
12" diameter Buoys	C	Two	Good	Response Trailer
5/8" Polypropylene Rop	e C	125′	Good	Response Trailer
3/4" Polypropylene Rop	e C	600′	Good	Response Trailer
Abrasion Mat	С	50 <i>′</i>	Good	Response Trailer
½" Nylon Rope	С	100′	Good	Response Trailer

#### COMMUNICATION EQUIPMENT

Type	&	Year	Owned	by*	Frequency	Channel	Quantit	ty Loca	ation	Status
Portable	<b>=</b> -	Very	F	Refinery	1-(main)	2- (Aux	.) 3	River	Dock	Good
Portable	<u> </u>	2002	F	Oil Co.	1		1	River	Dock	Good
Portable	e M	arine-2	2000 F	Marine	7, 9,13,	14,16,18	, 1	River	Dock	Good
					19,22,66,6	58,71,72				•
Marine E	Bas	e – 199	97 F	Marine	All Ch	nannels	1	Dock (	Office	e Good

# FIRE FIGHTING AND PERSONNEL PROTECTIVE EQUIPMENT

Type & Year	Owned 1	oy*	Quantity	y Location	Status
30 lb.Ansul Purple					
Dry Chem. Ext.	F		Three	On Dock	Good
20 lb. Ansul Purple K					
Dry Chem. Ext.	F		Four	On Dock	Good
30 lb. Ansul Plus-50					
Dry Chem. Ext.	F		Four	Manifold @ Terminal	Good
10 lb. CO2 Ext.	F		One	Shop @ Terminal	Good
20 lb. Ansul Ext.	F		One	Truck #6	Good
2 ½ Lb. Sentry Ext.	F		One	25' Workboat	Good
5 lb. Sentry Ext.	F		One	24' Response Boat	Good
3 lb. Dry Chem2005	С		Two Respo	onse & Boom Reel Trailer	Good
1 ½" Fire hose	F	400'	- (200' O	n Dock, 200'@ Terminal)	Good
Disposable coveralls	F		Seven	On Dock	Good
Rubber gloves	F		1 box	On Dock	Good
Life Vest	F		Six	Dock & Terminal Office	Good
Life Coats	F		Five	Terminal Office	Good
Life Vest	С		Seven	Response Trailer	Good
Life Ring w/70' rope	С		One	Response Trailer	Good
Life Ring w/70' rope	F		One	On Dock	Fair

# OTHER HEAVY EQUIPMENT

(e.g., Heavy Equipment,	Boats and	Motors)			
Type &	Year	Owned By	Quantit	y Location	Status
25' Work Boat -	1959	F	One	River Dock	Good
115 HP Outboard motor -	2012	F	One	On 25' Boat	Good
24' Response Boat -	2008	F	One	River Dock	Good
225 HP Outboard motor	2008	F	One	On 24' Boat	Good
Trailer For 24' Boat	2008	F	One	River Terminal	Good
¾ ton PU Truck	2008	F	One	River Terminal	Good
¾ ton PU Truck	2009	F	One	River Terminal	Good
LT4 Light Tower & Genera	ator-1999	F	One	Garage @ Terminal	Good
LTC4 Light Tower & Gene	rator- 200	2 F	One	Garage @ Terminal	Good
ACME T-39 Response Trail	ler – 1974	С	One	Storage Tank	Good
(#1) Boom Reel Trailer	- 1999	С	One	Storage Tank	Good
(#2) Boom Reel Trailer	- 2012	С	One	Storage Tank	Good
13,000 WATT Generator -	2003	С	One	Boom Reel Traile	r Good
Portable Air Compressor	- 2005	С	One	Response Trailer	Good
Hot Water Pressure Wash	er 2008	С	One	River Terminal	Good

# Heritage Environmental Services, LLC

Cleanup and Recovery Equipment Response Personnel

# Set Environmental, Inc.

Cleanup and Recovery Equipment Response Personnel

#### **Summit Environmental Services Inc.**

Cleanup and Recovery Equipment Response Personnel

# **Haggard Tank Truck Services**

3 – 70 Barrel Vacuum Trucks 375 BPH (rated capacity)

1 – 30 Barrel Vacuum Truck 375 BPH (rated capacity)

# **Brentco Aerial Patrol, Inc.**

1 – Single Engine Patrol Plane

# **Tate's Flying Service**

1 – Single Engine Patrol Plane

# Steve Wilderman

Construction Equipment

# Parker Construction Co.

Construction Equipment Response Personnel

# **B & B Trucking**

4 – Vacuum Trucks Response Personnel McKay Trucking Vacuum Trucks

Elastec

Recovery Equipment

Feller Trucking Co.
Response Personnel

Veolia Environmental Services, Inc.

Disposal Transport Vehicles & Dumpsters



4925 Heller Street Louisville, KY 40218 Phone: (502) 473 – 0638 Fax: (502) 459 – 4988

# EXHIBIT F

#### ACKNOWLEDGEMENT OF AGREEMENT

This document, when signed and notarized by HERITAGE ENVIRONMENTAL SERVICES, LLC, will serve as documentation that Countrymark Refining and Logistics, LLC has complied with the preparedness and prevention sections for securing arrangements with a hazardous materials cleanup contractor as outlined in 40 C.F.R. 264.37(a)(1) and (3); 40 C.F.R. 265.37(a)(1) and (3); 29 C.F.R. 1910.120(p)(8)(iii) Exception #2; 1910.120(q)(4); and the Illinois Chemical Safety Act, P.A. 84-852.

HERITAGE ENVIRONMENTAL SERVICES, LLC By: Signature: Before me the undersigned, a Notary Public for County at Large, State of Kentucky, personally appeared Jacob A. Wilson, and she being first duly sworn by me upon her oath, says that the facts alleged in the foregoing instrument are true. Signed and sealed this 4th day of June 2013. (SEAL) My Commission Expires: 9-28-2015

This acknowledgement shall remain effective until June 4th, 2014, after which time inquiries as to the status of Heritage's Agreement with Countrymark Refining and Logistics, LLC should be made to Jacob Wilson at 502/473-0638.

www.heritage-enviro.com

# AGREEMENT TO PROVIDE PLANNED EMERGENCY RESPONSE SERVICE

This AGREEMENT TO PROVIDE PLANNED EMERGENCY RESPONSE SERVICE ("PERS Agreement" or "Agreement") is made and entered into as of this 21" day of January, 2002, by and between HERITAGE ENVIRONMENTAL SERVICES, LLC, having its principal offices at 7901 West Morris Street, Indianapolis, IN 46231 ("Herlage") and the, Countrymark Cooperative, LLP ("Client"), having its office at 1200 Refinery Road Mt. VernonIN47620 for Planned Emergency Response Services to be performed under the following terms and conditions:

#### I. Definitions,

- 1.1. Agreement. This document, including all attachments hereto and any amendments in writing which are attached hereto or incorporated herein by reference. The terms of this document shall control any conflicting terms contained in any other document, including the Exhibits hereto.
- 1.2. <u>Environmental Emergency.</u> Any situation potentially or actually involving a hazardous substance or other pollutant emergency release as described by Client on Exhibit A.
- 1.3. Services, Any services to be provided by Heritage as described in this Agreement or as expressly requested by Client in accordance herewills. Services shall also include non-emergency remediation activities which may be requested by Client and accepted by Heritage using Exhibit C Work Order Procedures.

# Scope of Services.

- 2.1. <u>Identification of Environmental Emergency.</u> An authorized representative of Client shall identify verbally the existence of an Environmental Emergency for which it desires Heritage's services under this Agreement using the procedures specified in Exhibit B. Client shall confirm its request for services in writing by issuing a work order, in the form attached hereto as Exhibit C ("Work Order"), within forty-eight (48) hours of Client's verbal authorization to proceed.
- 2.2. Response to Requests, Heritage will attempt to stabilize, control and clean up Environmental Emergencies at the request of Client, provided such request is made in accordance with Scotion 2.1.
- 2.3. <u>Response Team.</u> Heritage will provide a response team to respond to the Environmental Emergency. The number of Heritage personnel and type of equipment utilized to respond to an Environmental Emergency shall be determined by Heritage based upon the oircumstances of the Environmental Emergency as reported by Client, and based upon the resources available to Heritage to respond to the Environmental Emergency.
- 2.4. Response Services, a. Heritage and Client understand that the exact Services needed in the event of an Environmental Emergency cannot be foreseen. The exact Services to be rendered will be determined by Heritage and Client pursuant to the chromatances of each situation. Client understands that while Heritage will attempt to respond to every Environmental Emergency, Heritage does not guarantee that it will be able to respond to every response request. If Heritage cannot respond due to lack of equipment, personnel or otherwise, Heritage may utilize its subcontractor network or will refer the Client to another contractor who may be in the position to respond with appropriate technical personnel and/or equipment.
- b. Where specific equipment which has been listed in attached exhibits as "OPA Dedicated Equipment", Heritage will stage specified equipment in those designated Heritage locations. Heritage will make the equipment available to OPA plan holders on a preferred basis, providing that the designated OPA equipment is not engaged on another OPA certified response project and/or said equipment is permitted to be released by USCG or USEPA officials. In the event that Heritage cannot provide labor to operate Dedicated Equipment, it will use its best efforts to deliver the equipment to the scene for operations by other qualified personnel arranged for by the client. Under no circumstances will Heritage or its subcontractors be liable for failure to provide any resource listed as an "OPA Identifiable Acsources". All identifiable resources are subject to the availability of said resources at the time and location of an environmental emergency.

4168GL93.R1 Roviced 8/98

2.5. <u>Emergency Response Planning</u>. a. At Client's request, Heritage will assist the Client in emergency response planning. During such planning, Client's environmental management personnel will be interviewed and response contingency plans will be analyzed for the purpose of advising Client as to how to undertake a prompt and efficient response to an Environmental Emergency.

b. IN THE EVENT THAT THIS CONTRACT IS INTENDED TO COVER RESPONSE OPERATIONS UNDER THE OIL POLLUTION ACT OF 1990 (OPA 90), CLIENT AGREES THAT ANY RESPONSE TIMES WHICH MAY BE INDICATED REPRESENT PLANNING STANDARDS ONLY. UNDER NO CIRCUMSTANCES WILL THESE RESPONSE TIMES CONSTITUTE A PERFORMANCE STANDARD WHEREBY HERITAGE COULD BE HELD LIABLE FOR ITS PAILURE TO RESPOND IN DESIGNATED TIME PERIOD(S).

# Payment Terms.

- 3.1. Fees for Heritage Services. For Services performed by Heritage pursuant to a Work Order issued under this Agreement, Client shall pay Heritage fees based upon Heritage's Schedule of Standard Pees attached to this Agreement as Exhibit D, provided that Client shall pay Heritage its cost plus a handling fee of 20% in addition to the compensation based upon Exhibit D, for any other direct job-related costs incurred by or charges imposed by Heritage in connection with responding to an Environmental Emergency which are not shown in Exhibit D. Client agrees that Heritage's Schedule of Standard Pees shall be modified annually on or about January 1 and Client agrees to pay for Services based on the Schedule of Standard Pees applicable at the time Heritage performs Services.
- 3.2. Payment, a. Invoices shall be payable upon receipt. All outstanding balances remaining unpaid thirty (30) days after the invoice date shall be subject to interest at the rate of 1.5 percent per month or the maximum rate of interest permissible under applicable law, whichever is less, starting from the invoice date and continuing until paid in full. Payments received will be applied first, to collection costs (including reasonable attorneys' fees), if any, second to accused interest and the balance of the payment, to any unpaid fees. Heritage will be paid under the terms and conditions of this Agreement and payment to Heritage shall not be contingent upon or await any insurance settlement.
  - Heritage may, after giving ten (10) days written notice, suspend Services under this Agreement, without liability, until
    all past due amounts (including collection costs, reasonable attorneys' fees, fees and interest accounce) have been paid.
  - c. All rates included in Exhibit D are stated, and shall be paid, in United States Dollars.
  - d. Invoices may cover a billing period of fonticen (14) calendar days or a monthly period, depending on the project, and will be issued on or after the day ending each billing period. Heritage's initial invoice may be issued any time after the work is commenced. Heritage's invoice for final payment shall be submitted to the Client as soon as is practical after receipt by Heritage of bills for any reimbursable costs of performing the work. Heritage reserves the right to increase or decrease the billing period on a case-by-case basis.
  - All invoices not contested in writing within twenty (20) business days of receipt are deemed accepted by the Client as true and accurate and are payable in full.
  - f. Heritage's obligations under this Agreement may be subject to Client's establishment of credit approval with the Heritage credit department.
  - g. The prices stated in Exhibit D do not include any tariffs, permit or approval fees, duties, surcharges or sales, use or other applicable taxes unless specifically stated. Client shall reimburse Heritage for all such tariffs, fees, duties, surcharges or sales, use or other taxes. Client must obtain and provide to Heritage any certificate of exemption or other document required to exempt the Services from sales, use or other tax liability.

# 4. Required Notification.

It shall be solely the responsibility of Ckent to notify all persons and governmental agencies or authorities of an Environmental Emergency, as required by any applicable federal, state or local laws, statutes, rules, regulations or orders and to protect the health and safety of persons or property and to make any other notifications required by governmental agencies or authorities which may relate in any way to Services provided hereunder, unless Heritage has agreed to do so in writing prior to initiation of Services.

#### 5. Term.

This Agreement shall become effective on the date first above written and shall continue in force until terminated for any reason by either party by giving thirty (30) days' written notice to the other party of such termination or as provided in Section 11 hereof. Notwithstanding any such termination, Client shall remain liable for any unpaid Services, charges and expenses.

# 6. Heritage Responsibilities.

- 6.1. Heritage will advise the Client regarding the appropriate methods and techniques necessary to respond to any Environmental Emergency and will undertake such methods and techniques where instructed to do so by the Client.
- 6.2. As it deems appropriate, Heritage will recommend for Client's selection storage, recycling, treatment, and/or disposal facilities that to the best of Heritage's knowledge have permits, licenses, certificates, or approvals required by applicable federal, state and local laws, statutes, rules and regulations.
- 6.3. Heritage and its employees shall comply with Client's safety procedures white on Client's premises, provided that such procedures (1) do not unreasonably hinder, in Heritage's sole judgment, Heritage's provision of Services; (2) are conspicuously and legibly posted on the Client's premises; and/or have been delivered in writing to Heritage prior to the commencement of Services on Client's premises.
- 6.4. Notwithstanding any other provision of this Agreement, Heritage shall not be responsible for contamination of any product or raw material handled by Heritage or its subcontractors during the performance of this Agreement, unless Heritage has agreed otherwise in writing prior to commencing services.
- 6.5. Emergency conditions may dictate that Heritago serve as the Client's agent for purposes limited to coordinating transportation and permitting for treatment, storage and/or disposal of waste in the absence of the Client's authorized representative. Client agrees that Heritago is hereby authorized to coordinate these activities as necessary, provided that in such event, in accordance with Scotlon 12.13 hereof, Client shall retain all responsibility for the selection of the entities and/or facilities utilized in connection with such activities, and Heritago agrees that in coordinating such activities, it shall not utilize entities or facilities which have not proviously been selected and approved by Client. This Agreement expressly authorizes Heritago to use Heritago Environmental Services, Inc.'s treatment, storage and disposal facilities which are permitted to accept waste materials generated by an Environmental Emergency for which Heritago performs Services pursuant to this Agreement. This agreement further allows as necessary use of Heritage Laboratories for analytical services and Heritago Transport for waste transportation services.

#### 7. Client Warranties and Representation.

Client warrents and represents to Heritage that:

7.1. Exhibit A includes a materially true, correct and complete description of all hazardous materials, wastes, products, petroleum products and other materials which may forseeably require Services with respect to an Environmental Emergency at each of Client's sites or facilities and a description of Client's business activities. The descriptions of such hazardous materials, wastes, products, petroleum products and other materials contain accurate information concerning the composition, hazardous constituents, concentrations, identification and quantity of such materials, disclose all constituents of such materials which are significant in quantity or in potential harm to human health, property or the environment and adequately advise of the hazards and risks presented thereby. Client is, and shall use its best efforts to remain, in full compliance during the term of this Agreement with all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations.

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- 7.2. If Client discovers or receives information during the term of this Agreement that hazardous materials, wastes, products, petroleum products, or other materials handled or existing at Client's facilities, or any component or portion thereof, present or may present a hazard or risk to persons, property or the environment which was not previously disclosed in writing to Heritage, Client shall promptly notify Heritage in writing of such information. In the event of such discovery or receipt of information, Heritage reserves the right to immediately cancel or amend any of the terms of this Agreement, as deemed appropriate in the sole determination of Heritage, notwithstanding Sections 5 and 11 hereof, without any liability whatsoever to Client.
- 7.3. In the event that Heritage is requested to handle, in whole or in part, any Environmental Emergency for which specific product information may not be available or listed in Exhibit A, Client shall be responsible for providing material safety data sheets and additional technical information as may be requested by Heritage as soon as possible. Client's failure to provide Heritage with such information may result in delays or denial of services by Heritage without liability to Client.
- 7.4. If the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., as amended ("RCRA"), or regulations promulgated thereunder, or any applicable state counterpart to such statutes or regulations identify or are hereafter revised so as to identify any substance or materials or any portion thereof present at any of Client's facilities as a "hazardous waste," either by characteristic or by listing, the Client, prior to the provision of Services by Heritage, has filed or will file with the appropriate governmental agency any and all notification required by any such statutes or regulations, including, but not limited to, Section 3010 of RCRA. Client shall immediately provide Heritage with evidence thereof.
- 7.5. Client holds sole and clear title to all hazardous materials, wastes, products, petroleum products and other materials and/or any hazardous or contaminated waste or materials which may be tendered to Heritage in connection with Services performed by Heritage. In the event that Client does not hold clear title to the aforementioned material(s), Client warrants it is fully authorized and is under no legal restraint, whether statutory, regulatory, administrative, judicial or otherwise, which prohibits the transportation, or the transfer of possession to Heritage or its subcontractors of such wastes, products or materials.
- 7.6. Client agrees to provide Heritage, its employees and subcontractors, a safe working environment for such performance of this Agreement as is undertaken on premises owned or controlled by Client, except to the extent that any risk or hazard is inherent in wastes, substances or materials which are handled by Heritage in connection with the Services and which risk or hazard has been communicated to Heritage prior to such performance in conformance with Section 7.1 hereof, and provided that Client has furnished Heritage with all technical information known to it concerning such hazard or risk. Client further agrees to provide Heritage with all information which may be required under 29 CPR 1910.120(b)(1)(iv) prior to Heritage's provision of Services hereunder.
- 7.7. Client shall provide Heritage complete, legal access to all sites, locations, facilities and information as deemed necessary by Heritage for the safe, lawful and proper provision of Services under this Agreement.
- 8. Heritage's Warranties and Representations.

Heritage warrants and represents only that: (a) Heritage will use reasonable efforts to perform the Services in material compliance with applicable federal, state and local laws and regulations and in a safe manner using industry-accepted practices and procedures; (b) Heritage is in the business of providing the Services and has the requisite knowledge, experience, equipment and qualified personnel to perform the Services; and (c) any facilities or equipment used by Heritage to perform the Services shall be in, and licensed or permitted as required for, material compliance with applicable federal, state and local laws and regulations. This warranty is the sole and exclusive warranty given by Heritage in connection with any Services performed by Heritage.

HERITAGE MAKES NO OTHER REPRESENTATION, GUARANTEE OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, REGARDING THE SERVICES, EQUIPMENT OR MATERIALS TO BE PROVIDED UNDER THIS AGREEMENT OR OTHERWISE. Heritage's liability hereunder, as limited by Section 10.1 and 10.2 hereof, shall apply only if Client notifies Heritage in writing of its claims against Heritage within one (1) year of the completion of the Services and such claim sets forth in reasonable detail all the facts upon which it is based.

# ). Heritage Insurance:

- 9.1. Heritage shall maintain, at its own expense, during the term of this Agreement, the insurance coverage of the types designated in Exhibit B hereto. In addition, at Client's request and expense, Heritage shall name Client as an additional insured, or furnish a bond to Client. Additional premiums and costs incurred by Heritage in connection with obtaining a bond shall be borne solely by Client as an additional expense and cost of the Services.
- 9.2. Upon the written request of Client, Heritage shall famish insurance certificates showing the types and amounts of coverage in effect pursuant to Bxhibit B hereof, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled by Heritage without ten (10) days' prior written notice to Client,

#### 10. Limits of Liability and Indomnification.

- 10.1. Limits of Liability for Non-Performance of Services. The fees and payments provided for in this Agreement are based solely on the cost of providing the Services and are unrelated to the value of any property, product, materials or substance of the Client or any other value. Any liability or obligation of Heritage, and the remedy of Client, in connection with any of the non-performance of Services provided by Heritage shall be limited to repeating the Services provided if possible or, at the sole option of Heritage, refunding in full or in part the fees paid by Client for the Services. In no event shall the liability for non-performance of services on the part of Heritage exceed the compensation paid by Client for Services and materials provided directly by Heritage pursuant to the applicable Work Order exclusive of any compensation paid to or through Heritage for Services and materials provided by Heritage's subcontractors or any third party. Such sum shall constitute liquidated damages and shall constitute the sole and exclusive liability of Heritage, whether such loss is caused by the performance or nonperformance of Services under this Agreement.
- 10.2. <u>Indemnification of Client</u> Heritage shall indemnify, defend and hold harmless, and hereby forever release, Client and its affiliates, directors, officers, shareholders, employees, agents and subcontractors from and against any claims, costs (including but not 'imited to reasonable attorney's fees, court and arbitration costs and liability to a third party), expenses, causes of action, fines, penalties, inbilities, losses and damages [hereafter collectively referred to as Claims] actually sustained and incurred by Client, or for which Client is legally liable, to the extent such Claims are caused directly or indirectly, by: (a) the acts, errors or omissions of Heritage, its employees, agents, and subcontractors which constitute negligence or willful misconduct in connection with the Services to be performed in this Agreement; (b) Heritage's breach of any term or provision of the Agreement; and/or (c) the failure of any warranty or representation of Heritage to be true, accurate and complete, provided that Heritage shall not be liable, and shall have no obligation to indemnify Client, for any Claims, directly or indirectly, arising out of or in connection with the Services or materials provided under a Work Order from any cause, including but not limited to Heritage's acts, errors and omissions, in excess of the monetary recovery available to Heritage under insurance policies required of Heritage pursuant to Section 9.1. Client hereby forever releases and discharges Heritage, its affiliates, directors, officers, sharcholders, employees and agents from any liability for Claims, sustained and incurred by Client in excess of such amount. To the fullest extent permitted by law, this indemnification is made notwithstanding whether Client is determined to be with Heritago, its employees, agents or any third party, jointly negligent. Under no circumstances shall Heritago have any obligation to pay any losses or damages for delay, lost profits, or other consequential or incidental damages of any kind or nature.
- Indemnification of Heritage, Client shall indennify, defend and hold harmless, and hereby forever a. releases, Horlinge and its affiliates, directors, officers, shareholders, employees, agents and subcontractors from and against any and all Claims, which all or any one of them incur or for which all or any of them are held liable in connection with, arising from, alleged to arise from, or caused by, in whole or in part: (a) the presence of any hazardous or toxic substances, wastes, materials, chemicals or compounds in, or any other type of environmental or health bazard posed by, any materials, substances, wastes, chemicals, compounds, products or conditions present at Client's facilities, from any cause whatsoever not disclosed by Client to Heritage as provided herein; (b) actions or proceedings commenced against Heritage by a third party arising from Sorvices performed for Client unless caused by Heritage's actions, negligence, or willful misconduct; (c) Client's breach of any term or provision of this Agreement; (d) the failure of any warranty or representation of Client to be true, accurate and complete; (e) the cross-contamination of subsurface areas by linking various stratigraphic units not previously connected during the course of or in connection with the Services, provided that Heritage has used reasonable efforts to provent and minimize such an event and has not materially deviated from accepted professional engineering practices in connection therewith; (f) damage or injury to subsurface objects arising from the performance of the Services by Heritage or its agents or ubcontractors where such subsurface objects were not accurately or completely identified to Heritage in connection with the Services or were not otherwise disclosed by Client to Heritage in writing; (g) Client's failure to furnish any required notices or reports to

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governmental authorities or other persons or to comply with applicable statutes, regulations, codes, ordinances or orders; (h) Client's inspection pursuant to Section 12.2; and/or (l) the negligent acts, errors or omissions or willful misconduct of Client or its directors, officers, employees, agents or any third party. To the fullest extent permitted by law, this indomnification is made notwithstanding whether Heritage is determined to be with Client, its employees, agents or any third party, jointly, negligent. Anything in this paragraph 10.3 to the contrary notwithstanding, Client shall not be liable to the extent that any claim, penalty, cause of action, liability, loss, damage, cost and expense described herein results solely from a negligent act, error or omission or willful misconduct by Heritage or its directors, officers or employees.

- b. Notwithstanding any other provision of this Agreement, Heritage and its subcontractors shall be entitled, at Heritage's option, to any or all the benefits provided under any local, state, or federal spill responder limited immunity law or regulation.
- Notwithstanding any other provision of this Agreement with regard to emergency response services where Heritage and Client have agreed to a specific course of performance for emergency response services in writing and Heritage has advised Client of all known laws and regulations requiring compliance and performs the services in accord with such specified plan, to that extent only, Heritage's performance shall not be considered noncompliance will applicable law and the Client agrees to indemnify Heritage from any and all liability from Client and third party claims arising from such performance.

#### 11. Termination.

- 11.1. <u>Termination for Default.</u> Notwithstanding any other provision of this Agreement to the contrary, Heritage may immediately terminate and cancel this Agreement and cease performing Services without liability to Client under the following of counstances:
  - Client is insolvent, adjudged bankrupt or bankruptey proceedings are commenced by or against Client;
  - Client makes a general assignment for the benefit of creditors;
  - A receiver is appointed for Client; or
  - d. Client fails to make any payment to Heritage when such payment is due.

Except as otherwise provided above and in Section 5, this Agreement may be terminated in whole or in part in writing by either party in the event of a material failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be effective unless the other party is given: (i) not less than ten (10) calendar days' written notice of intent to terminate describing in detail the alleged breach; (ii) an opportunity for consultation with the terminating party prior to termination; and (iii) an opportunity to cure the alleged breach prior to termination. In the event the breach is not cured within said 10-day period or such longer period as the parties agree upon in writing, this Agreement shall terminate. In the event of such termination, Client shall pay and reimburse Heritage for all Services performed by Heritage through the date Heritage receives notice of the termination date ("Cancellation Date") for which payment has not already been made. In the event of a default herounder by Client, Heritage may, at its election, return to the Client any wastes, products, materials or substances which have been removed from Client's premises in connection with an Environmental Emergency, at Client's cost or, at Heritage's election, take any legally permitted action to enforce its rights hereunder. In the event legal action is required to enforce this Agreement, the prevailing party shall be reimbursed for its collection and legal costs (including reasonable afterneys' fees and court costs) by the other party.

#### 12. Miscellaneous.

#### 12.1. Confidentiality.

a. Heritage shall not disclose confidential information expressly identified by Client as such to anyone other than Client or its agent or counsel, except as required by subpoena, notice of deposition or other discovery request or as otherwise required by law or order of a court or regulatory agency. If any legal proceedings, including, but not limited to, any subpoenas, notices of deposition or other discovery requests are instituted against a party to this Agreement to obtain confidential information, such party shall immediately notify the other party

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in writing with respect thereto. Heritage shall have no obligation to oppose any legal proceedings to obtain confidential information. In the event Client opposes such legal proceedings, it shall do so at its own expense and shall indemnify, defend and hold harmless Heritage from and against any and all Claims, fines, penalties, causes of action, liabilities, losses, damages, costs and expenses (including, but not limited to, reasonable fees and expenses of attorneys and court costs) which Heritage incurs or for which it is found to be legally liable in connection with any such legal proceedings.

- b. Notwithstanding the provisions of Section 12.1(a), either party shall have the express right to publicly disclose the fact that it has entered into this Agreement without receipt of the other party's approval. In addition, Client shall have the express right to provide copies of Exhibit F to any agency or third party as may be necessary.
- Under no circumstances may Client list any Heritage or its subcontractors "Dedicated OPA Equipment", or "Identifiable Resources" for the purposes of compliance with OPA 90 standards, unless Client maintains a valid Certificate of Agreement (Exhibit F) stating specific OPA 90 coverage.
- d. Heritage will be permitted to communicate with any Pederal, State, or local agency regarding the certification status of any Heritage or subcontractor resources with or without prior notice to Client. In the event that Heritage intends to describly any resources where Client had been granted prior permission to certify said resources, Heritage agrees to provide Client thirty (30) days written notice of its plans to describly said equipment, prior to notifying government agencies.
- 12.2. <u>Inspection.</u> During regular business hours, upon reasonable notice, and when accompanied by a representative of Heritage, the Client shall have the right to inspect and obtain copies of all written licenses, permits or approvals, issued by any government entity or agency to Heritage which are material to the performance of this Agreement; to inspect and test, at its own risk and expense, transportation vehicles or vessels, containers or disposal facilities provided or used by Heritage in performing the Services; and to inspect the handling, loading, transportation, recycling, treatment, storage or disposal operations employed by Heritage in the performance of this Agreement, provided that, in the sole determination of Heritage, such inspection does not interfere in any way with the safe and lawful performance by Heritage of its obligations under this Agreement or any other agreement, or under any law, statute, rule or regulation. Notwithstanding the foregoing, nothing contained herein or elsewhere in this Agreement shall require Heritage to disclose to the Client or permit the Client to examine any items which are proprietary or confidential in nature.
- 12.3. <u>Independent Contractor.</u> Heritage is and shall perform this Agreement as an independent contractor and, as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither Heritage nor anyone employed by it shall be or be deemed to be the agent (except to the extent provided otherwise in Section 6.5 hereof), or the representative, employee or servant of Client.
- 12.4. Force Majoure. In no event shall Heritage have responsibility or liability to Client for any failure or dolay in performance by Heritage which results, directly or indirectly, in whole or in part, from any causes or circumstances beyond the control of Heritage. Such causes and circumstances shall include, but not be limited to, fires, floods, strikes, riots, subotage, explosion, adverse weather conditions not reasonably anticipated, unavoidable casualties, unavailability or insufficiency of labor, materials, supplies, equipment, transportation or services, process shut down, equipment maifunction, acts of God or of the public enemy, acts or omissions of Client, court orders, acts, orders or regulations of any governmental agency, loss of permits and difficulties or delays in mail or delivery services. Work stoppage or interruption in the performance of Services under this Agreement caused by any of the above may result in additional costs beyond those outlined by Heritage in the Exhibit D, which shall outlibe Heritage to an adjustment in the charges and fees for Services under this Agreement.
- 12.5. Entire Agreement. This Agreement, together with all exhibits heroto, constitutes the entire Agreement between the parties with respect to the Services and supersedes all prior negotiations, representations or agreements relating thereto, written or oral, except to the extent that they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be offective unless in writing and signed by each of the parties. Each of the parties has been involved in determining the provisions of this Agreement and no ambiguity or interpretation of this Agreement or any of its revisions shall be resolved or determined in favor of or against a party based, in whole or in part, on whether or not such party has prepared this Agreement or any provision hereof. Any additional or inconsistent provisions, terms or conditions contained in any

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purchase order, requisition, notice of authorization to proceed or other communication from Client which is in addition to or inconsistent with any of the provisions, terms or conditions of this Agreement are hereby rejected and shall not become a part of this Agreement or deemed to have been accepted by Heritage by reason of Heritage's performance of the Services.

- 12.6. <u>Delegation and Assignment</u>, Heritago may at any time delegate or subcontract the performance of the Services, or any portion thereof, which is by this Agreement undertaken by Heritage. Bither party may only assign its rights under this Agreement upon the written consent of the noticed party, which consent may be withhold.
- 12.7. Notice. Any notice to be given under this Agreement shall be in writing and delivered to the address of the respective party as follows:

Client:

David Hortzing

Environmental Director

Countrymark Cooperative, LLP

1200 Refinery Road Mt. Vernon, IN 47620

Heritage:

HERITAGE ENVIRONMENTAL SERVICES, LLC

Aim; Division Manager 4925 Heller Street

Louisville, Kentucky 40218 Phone: (502) 473-0638 Fax: (502) 459-4988

Any notice required or permitted to be given under this Agreement shall be in writing, shall be deemed duly given if delivered in verson, telecopied or deposited in the United States Mail, first class, certified or registered mail, postage prepaid, return receipt requested, to the addresses set forth above. Any notice shall be deemed given when received by the party to whom it was so delivered, transmitted or maifed. Both parties shall acknowledge in writing the receipt of any notice delivered in person.

- 12.8. Governing Law, The validity, interpretation and performance of this Agreement, and the legal relations of the parties shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to principles of conflicts of laws. The parties agree that the Services provided hereunder shall not be subject to the provisions of any Uniform Commercial Code.
- 12.9. Waiver. No waiver of the terms, conditions and/or covenants of this Agreement shall be binding and offective unless the same shall be in writing signed by the parties. No waiver by either party of any provision or condition of this Agreement shall be construed or deemed to be a waiver of any other provision or condition of this Agreement, or a waiver of a subsequent breach of the same provision or condition, unless such waiver is so expressed in writing signed by the parties.
- 12.10. Severability. The various terms, provisions and covenants herein contained, and the various portions thereof, shall be deemed to be separable and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.
- 12.11. Successors and Assigns, This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties.
- 12.12. Survival. The provisions of Sections 3.1 through 3.2, 4, 6.4, 7.1 through 7.7, 8, 10.1 through 10.3, 11.1, and 12.1 through 12.14 hereof shall survive any termination of this Agreement.
- 12.13. RCRA and CERCLA Status. Nothing contained within this Agreement shall be construed or interpreted as requiring Heritage to assume the status of a generator, or a storage, treatment or disposal facility as those terms are defined by RCRA or specially state or local law, statute, rule or regulation governing the generation, treatment, storage or disposal of hazardous wastes, solid wastes or special wastes. If the Services include the transportation of waste materials from Client's premises or facilities,

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Acritage may evaluate and recommend possible disposal sites for Client's use. However, under RCRA and the Comprehensive Bavironmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601 et seq., as amended ("CBRCLA"), and regulations thereunder, Client, as the generator of the wastes, has the ultimate legal liability for the evaluation and "selection" of the proper disposal site for its waste. Heritage cannot accept ownership, title or responsibility for Client's wastes or materials or substances involved in Client's Environmental Buergeney, unless such wastes, materials or substances are treated and disposed of at a Heritage Environmental Services, Inc. - owned facility. Client hereby acknowledges that it shall evaluate and "select" the proper disposal site for treatment, storage or disposal of its wastes and/or materials or substances involved in any Environmental Buergeney and shall be solely responsible therefor.

12.14. Section Headings, Headings of particular paragraphs or sections herein are inserted only for convenience and are in no way to be construed as part of this Agreement or as a limitation of the scope of the paragraphs or sections to which they refer.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written,

HERITAGE ENVIRONMENTAL SERVICES, LLC	Countrymark Cooperative, LLP
By: Tim Lutz	By: J. A. Sudbolt
Signature:	Signature: The Studios
Title: Operations Manager	Vide President Title: Crude/Product Supply & Transportation
Dale: 1 - 22 - 62	Date: 1-21-02

# SPECIFIC SERVICES AGREEMENT (EMERGENCY PROFESSIONAL SERVICES) SUMMIT # 10/1518

This Agreement entered into by and between <u>Countrymark Cooperative</u>, Inc. with its mailing address at <u>Attn: Richard Hardy</u>, 1200 Refinery Road, Mt. Vernon, IN 47620; (hereinafter referred to as "Client"), and Summit Environmental Services, Inc. (hereinafter referred to as "SUMMIT");

material basis, Details of emergency:
As directed by client on an "As Needed Basis". Rolling Contract Cancelable by either party
with a 90 days notice.
(hereinafter referred to as the "Emergency").
Location.
Various Locations

- 3. Services. SUMMIT shall furnish labor, material, and equipment for the Services necessary to respond to the Emergency in accordance with Local, State, and Federal regulations. SUMMIT shall attempt to stabilize, control, or contain the Emergency within a reasonable time to prevent contamination and danger to the public and/or the environment. Actions taken by SUMMIT shall be based on the facts and information regarding the Emergency as set forth in paragraphs 1& 2 (hereinafter referred to as the "Services"). Client shall promptly inform SUMMIT in the event additional information concerning the Emergency becomes available.
- 4. Cost. SUMMIT shall furnish labor, material and equipment to perform emergency professional services in accordance with Local, State, and Federal regulations in association with Equipment/Price list attached (see Attachment A).
- 5. Unknown Conditions. Client understands and agrees that the exact Services needed to remedy the Emergency cannot be foreseen. The exact Services to be rendered will be determined by SUMMIT in consultation with participating parties pursuant to the circumstances for each situation and are hereby authorized by Client; provided, however, that if time allows, any extreme conditions not set forth in paragraph of this Agreement shall be discussed with Client to determine such action to be taken.
- Inability to Respond. Client understands that while SUMMIT will attempt to respond to the circumstances that may arise, SUMMIT does not guarantee that it will be able to respond to all situations.
- Certifications. SUMMIT shall maintain its certification by applicable local, state and federal statutes and regulations to perform this class of environmental services.

EMERGENCY PROFESSIONAL SERVICES (SUMMIT# 10/1518) PAGE 2

- 8. Notices. All applicable notices for the Emergency and Services to governmental agencies or authorities are solely the responsibility of the Client unless the Client directs SUMMIT to notify the appropriate entitles.
- Authority. Each individual executing this Agreement on behalf of the parties hereto represents and
  warrants that they are duly authorized to execute and deliver this Agreement on behalf of their
  respective companies or entitles.
- 10. Miscellaneous. Client agrees and acknowledges that it shall submit all sums owed to SUMMIT under this agreement within 30 days of the date of the invoice. Client agrees to pay a 1.5% carrying charge per month on all amounts not paid within 30 days from the date of invoice. Client shall pay any and all costs and attorneys' fees that SUMMIT incurs in pursuing any collection of fees owed under this Agreement.
- 11. Effective Date and Termination of Offer. This Agreement is effective as of the date of acceptance. If not accepted within sixty (60) days after the date of execution by SUMMIT, this offer shall terminate.

#### WITNESSETH THAT:

For and in consideration of the mutual promises, covenants, and agreements herein contained and agreed to be kept and performed by the parties hereby, the parties hereto do hereby mutually agree and understand the Agreement. The contract documents consist of this Agreement and the General Contract Conditions. This Agreement and the General Contract Conditions form the complete agreement of the parties. The General Contract Conditions is incorporated into this Agreement and is a part of this Agreement Contract as if attached to this Agreement and repeated herein in its entirety. This Agreement and the General Contract Conditions represent the entire and integrated agreement between the parties hereto and supersede prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

Dated: <u>05/10/10</u> By:	SUMMIT ENVIRONMENTAL SERVICES, LLC  SUMMIT Representative
Dated: <u>G-2-/</u> 0	By: COUNTRYMARK COOPERATIVE, INC.  Signature &  Printed Name
	CLUDS CASHINGTON BY FRANT POSTED

# CATASTROPHIC and/or ENVIRONMENTAL IMPACT EMERGENCY RESPONSE



SUMMIT ENVIRONMENTAL SERVICES, LLC 2125 Glenview Drive Evansville, Indiana 47720

Phone: 812.421.1744 Fax: 812.421.8106 www.summitcontracting.net

24-Hour Emergency & Catastrophic Response toil free 877-421-1744

# SUMMIT ENVIRONMENTAL SERVICES, LLC CATASTROPHIC BRUIOT ENVIRONMENTAL IMPACT EMERGENCY RESPONSE RATE SCHEDULE

Project:		SUMMIT Job #: Puchase Order: Location:						
		<del></del>	Dato:					
QĩY	DESCRIPTION	זואט	REGUL	AR	OVERTIM	É		YOTAL
	Personnel Project Manager	HOUR		85.00	\$	85.00	۰	
	ENVIRONMENTAL PROFESSIONAL	HOUR	\$	70.00		105.00		
	SAFETY/SUPERVISOR	HOUR	—— š	60.00	š	90.00		
	FOREMAN	HOUR	<del></del> ¿	55.00	`š	82.50		-
	EQUIPMENT OPERATOR/TRUCK DR.	HOUR	š	50.00	—, š		\$	
<u> </u>	RECOVERY TECHNICIAN	HOUR	,×	45,00	— š		\$	
	SPECIALIST, HIGH HAZARD/REACTIVE/EXPLOSIVES	HOUR	s	105.00	š		\$	
	PER DIEM	DAY/MAN	`\$	116.00	*		\$	
*****		W. D. 1						
QTY	DESCRIPTION	UNIY	\$1.	ANDARD				TOTAL
	TRANSPORTATION EQUIPMENT PICK UP	DAY	ş	80.00			\$	_
	FOUR WHEEL DRIVE PICKUP	DAY	\$	95.00			\$	-
	1-TON SERVICE TRUCK	DAY	Š	155.00			\$	-
	EMERGENCY RESPONSE UNIT	DAY	š	385.00			\$	
·	EQUIPMENT TRAILER	DAY	ş	120.00			\$	-
	DUMP TRUCK TRI-AXLE	HOUR	ş	85,00			\$	
	DUMP TRUCK TANDEM	HOUR	\$	70.00			\$	
	SEMI TRACTORALOWBOY	HOUR	ş	110.00			\$	
	OFFICE TRAILER	DAY	ş	100,00			Ş	
	DECON TRAILER	DAY	\$	250,00			\$	
	ALI, TERRAIN VEHICLE	DAY	\$	105.00			\$	
	VAC TRUCK	HOUR	\$	130.00		4		
	VEC LOADER	HOUR	\$	95,60				•
	_ FUEL SURCHARGE: 16%		\$	•		\$	9	-
QTY	DESCRIPTION	UNIT	91/	NDARD				TOTAL
	RECOVERY EQUIPMENT		_					
·	WORK BOAT WHO MOTOR	DAY	\$	265,00		Ş		•
	WORKBOAT	DAY	\$	,200.00		Ş		•
	OIL SKIMMER TOS 118 DRUM	DAY	\$	286.00		Ş	}	-
	OIL SKIMMER TOS 136 DRUM	DAY	Ş	525.00		ş		•
	HYDRAULIC POWER UNIT WIPUMP	DAY	\$	265,00		Ş		•
	_TRASH PUMP 3" or 4"	DAY	\$	280,00		\$		•
	TRASH PUMP 6"	DAY	\$	515.00		\$		•
<del></del>	DIAPHRAGM PUMPS 2" or 3" CHEMICAL TRANSFER PUMP	DAY DAY	\$	165.00		\$		•
	DRUM VAG	DAY	\$	516.00 130.00		Ŷ		·
	CONTAINMENT TANK 2000 GALLON	DAY	\$ \$	136.00		Ş		-
	POLY TANK 1600 GALLON	DAY	\$	106.00		Š		
	SKIRTED BOOM 19*	DAY	\$	1.76 /	FT	\$		
	CHEMICAL TRANSFER HOSE	DAY	\$	6.00 /		š		
	TRANSFER HOSE	DAY	\$	3.00 /		\$		
	MERCURY VACUUM	DAY	ş	155.00		\$		
	HEPA VACUUM	DAY	\$	155.00		Ş		
	FLAIRING EQUIPMENT	DAY	\$	425.00		\$		
QTY	DESCRIPTION	UNIT	STATE	NDARD			<del>-</del>	OTAL
411	HEAVY EQUIPMENT	UNI	OIA	TUANU	•			VIA
	PG400 w/THUMB (4.5 yd Machine)	HOUR	\$	186.00		\$		
	KOBELCO 300 w/THUMB (3.5 yd Machine)	HOUR	\$	155.00		\$		
	HITACHI 200 WITHUMB (3 yd Machine)	HOUR	š	130.00		Ş		
	J55 MINI EXCAVATOR (.5 yd Machine)	HOUR	\$	90.00		\$		-

CAT D-6M LGP	HOUR	\$	130.00	\$	
CAT 0-0R LGP		-			
	HOUR	\$	130.00	\$	•
OAT D-5M LGP	HOUR	\$	105.00	\$	•
CAT D-5C LGP	HOUR	\$	105.00	\$	•
CAT 963	HOUR	\$	105.00	\$	-
CAT TELEHANDLER	HOUR	\$	100,00	\$	
BACKHOE	HOUR	\$	80.00	\$	-
SKID STEER	HOUR	Š	76,00		
With the same of t		-		\$	•
AIR COMPRESSOR 175/185 CFM	DAY	\$	185.00	\$	•
FORKTRUCK	HOUR	\$	75.00	\$	•
* NOTE: Permit less for equipment transport (if required) will be add	led,				
QTY DESCRIPTION	UNIT	\$1/	NDARD	TO	YAL.
EQUIPMENT AND TOOLS					
CHAIN SAW	DAY	\$	80.00	\$	_
LEAF BLOWERS		-			
<del></del>	DAY	\$	65.00	\$	•
PNEUMATIC FAN / AIR HORN	DAY	\$	105.00	\$	-
GENERATOR	DAY	\$	155,00	\$	•
LIGHT PLANT	DAY	\$	255,00	\$	-
LIGHT STAND	DAY	\$	50.00	\$	
AIR HAMMER	DAY	\$	50.00	š	_
				•	•
AIR ORILL	DAY	\$	50.00	\$	•
DEMO SAW	DAY	\$	80.00	\$	•
PRESSURE WASHER	DAY	\$	155.00	\$	•
PNEUMATIC NIBBLER	DAY	\$	60,00	\$	
SPARK PROOF TOOLS	DAY	š	65.00	\$	_
					•
HAND TOOLS	DAY	\$	65.00	ş	•
SAFETY SHOWER	DAY	\$	65.00	\$	-
EYE WASH STATION	DAY	\$	55.00	\$	•
QTY DESCRIPTION	UNIT	ATE	NDARO	TO	TAL
PERSONAL PROTECTION EQUIPMENT					
MANIFOLD AIR-SUPPLY SYSTEM	DAY	\$	185.00	\$	-
ESCAPE AIR PACK	DAY	\$	55,00	\$	-
BREATHING AIR	HOURMAN	Š	10.00	\$	_
PERSONNEL RETRIEVAL SYSTEM					
PERSONNEL RETRIEVAL STSTEM	DAY	\$	95.00	Ş	•
ATV DECORPTION	11112		VO L DD		F41
QTY DESCRIPTION	ÜNIT	STA	NDARD	10	TAL
Testing Equipment					
PERSONAL AIR MONITORS	DAY	\$	50.00	\$	•
COMBUSTIBLE/OXYGEN MULTIPLE GAS DETECTOR	DAY	\$	160.00	\$	
DRAGER PUMP (detector tubes additional)	DAY	\$	55.00	\$	
INTERFACE PROBE					
	DAY	\$	80.00	\$	•
ph meter	DAY	Ş	50.00	\$	•
PHOTOIONIZATION DETECTOR	DAY	\$	160.00	\$	•
SUB-SURFACE SOIL SAMPLER	DAY	\$	95.00	\$	-
QTY DESCRIPTION	UNIT	1478	(DARO	ĮO,	ΛL
MAYERIALS					
ABSORBENT COMPOUND	PER BAG	٨	18.00		_
		\$		\$	-
ABSORBENT ROLL/SWEEPS	PER ROLL	\$	180.00	\$	-
ABSORBENT PADS	PER BALE	\$	55.00	\$	•
ACID PADS	PER CASE	Ş	80,00	\$	-
ABSORBENT BOOM 8"	PER BOOM	\$	55,00	Ş	
ABSORBENT SKIRTED BOOM				\$	
	PER FOOT	\$	10.00		•
SODA ASH	PER BAG	\$	25.00	\$	•
LIME	PER BAG	\$	30,00	ş	-
SODIUM HYPOCHLORITE SOLUTION	PER GALLON	\$	15.00	\$	-
CITRIC ACID (50lb)	PER BAG	\$	60.00	, \$	
LIQUID REMEDIACT (concentrate)	PER GALLON	š	05.00	\$	
					•
POWER CLEAN 155	PER GALLON	\$	30.00	\$	•
ORGANIC DEGREASER	PER GALLON	\$	30.00	\$	•
PLASTIC ROLL 6m%	PER ROLL	ş	85.00	\$	
PLASTIC BAGS 6m/l	PER BAG	\$	3.00	,	
		š	2,00	\$	
PLASTIC DAGS 3mil	PER BAG				

	SUMMIT ENVIRONMENTAL SERVICES			<del></del>		
WIYNESS:		DATE:				
SIGNED:	REPRESENTATIVE	DATE:		<del></del>		
siction:		nate.				
I HAVE REVI	IEWED AND AGREE TO PAY THE ABOVE LISTED F ENVIRONMENT	PRICES FOR ANY SERVICES OF AL IMPACT EMERGENCY RESP		USED DURING THIS	CATASTROPHIC A	ND/OR
•			11	ivoice total	\$	•
	SUB-CONTRACTORS	•	\$	•	\$	•
	DISPOSAL FEES		\$	•	\$	•
	LAB FEES		\$	•	\$	•
	EXPENDABLE PURCHASES		\$	•	\$	-
	EQUIPMENT RENTAL		\$	•	Š	•
	EQUIPMENT REPLACEMENT	•	\$	•	\$	
	OTHER SERVICES (Cost + 16%) LODGING		\$	•	\$	
QTY	DESCRIPTION	UNIT	1AT8	NDARD	τοτ	AL
	<del></del>					· ·
······································	FAX MACHINE FIELD COMPUTERS	DAY DAY	\$ \$	60,00 85.00	\$ \$	•
······	PORTABLE RADIOS	DAY	\$	35.00	\$	•
	MOBILE PHONE	DAY	\$	30.00	\$	•
	COMMUNICATIONS			····		<del></del>
QĨŶ	DESCRIPTION	UNIT	STA	NDARD	ŤOŤ	AL
	HANBY FIELD TEST	EACH .	\$	100.00	\$	•
<b>*******************</b>	DRUM LABELS	EACH	Ş	3.00	\$	-
	RUPTURE DISK HCI,	EACH	\$	55.00	\$	-
	RUPTURE DISK CRC	EACH	\$	40.00	\$	•
<u></u>	COLORMETRIC TUBES	EACH	\$	15.00	\$	•
	CHEMICAL TAPE	PER ROLL	\$	38.00 .	\$	-
	DUCT TAPE	PER ROLL	\$	10.00	ş	
	CAUTION TAPE	PER ROLL	\$	25.00	\$	_
<del></del>	RESPIRATOR CARTRIDGES	PER PAIR	\$ \$	20.00	\$	•
	pH PAPER POLY ROPE	PER ROLL PER ROLL	\$ \$	12,00 75,00	\$ \$	-
	ORANGE CONSTRUCTION FENCING	PER ROLL	Ş	95.00	\$	•
٠	85 GALLON STEEL	EVCH	\$	150,00	\$	•
	95 GALLON POLY	EACH	\$	190.00	\$	•
	55 GALLON STEEL OPEN TOP	EACH	\$	65.00	\$	-
-	55 GALLON POLY OPEN TOP	EACH	\$	65.00	\$	•
· · · · · · · · · · · · · · · · · · ·	BOOTIES .	PER PAIR	\$	8.00	\$	-
	LEVEL A BATA BOOTS	PER PAIR	\$	90.00	\$	•
	SILVER SHIELD GLOVES	PER PAIR	\$	12.00	\$	-
<del>,</del>	BUTYL GLOVES	PER PAIR	\$	16.00	\$	-
*****************	NITRILE GLOVES	PER PAIR	\$	7.00	\$	•
	PVC GLOVES	PER PAIR	\$	10.00	\$ \$	-
<del></del>	NEOPRENE GLOVES	BOX PER PÅIR	\$ \$	26,00 12.00	\$	
	CPF-3	EACH	\$	60,00	\$	-
<del></del>	CPF-2	EACH	\$	45.00	\$	-
	CPF-1	EACH	\$	26.00	\$	-
	LEVEL A SUIT (Cost +15%)	EACH	\$	•	\$	-

#### CONDITIONS & FEES FOR EMERGENCY RESPONSE

- 1. The hourly rates charged for equipment and personnel are portal to portal,
- 2. Rates for excavation equipment include operators.
- 3. A full hour will be charged for fractional hour worked.
- When move back is restricted by State permit requirements (non-emergency movement) the Client will be charged \$150,00 per person per day plus motel and meals.
- At the completion of each job, all equipment will be clean and in working order.Equipment cleaning and repair performed at shop will also be charged to each job.
- During the course of the performance of the work, SUMMIT may add additional equipment items to the schedules above at rates to be determined by SUMMIT and approved by Client.
- Rates for equipment and material may not include pick-up, delivery, fuel, oil and grease, tarps, and/or demurrage and will be charged at cost plus (15%).
- During the course of the performance of the work, SUMMIT may be required to add additional materials at rates to be determined by SUMMIT and approved by Client,
- Equipment damaged or contaminated beyond normal wear and tear by site conditions and/or because of instructions given to SUMMIT by the Client, will be replaced or repaired at cost plus 15%.
- Standard non-disposable protective clothing or equipment damaged or contaminated by site conditions will be invoiced at replacement cost plus 15%.
- 11. Applicable permits and fees shall be added to invoices at cost plus 15%,
- 12. Federal, State, and Local taxes shall be added to invoices.
- 13. High Hazard/Reactive/Explosive/Cylinder rates apply to projects involving: explosives or explosion risk; Level A/Level B Personal Protective Equipment; unknown materials; and/or handling of highly hazardous materials. Applicability of High Hazard rates will be at the sole determination of SUMMIT based on project conditions.
- 14. In the event any personnel are engaged to provide expert testimony in any court or administrative proceeding, the rate for such person while testifying either at a deposition or hearing shall be two (2) times the published hourly rate.
- 15. Travel time for personnel shall be billed at the corresponding published rate.
- SUMMIT reserves the right to reject any response in the event SUMMIT determines
  the event to be unsafe or poses imminent danger to SUMMIT personnel.

#### OVERTIME RATES ON PERSONNEL

- 1. Overtime is charged on personnel only. The standard overtime rate is 1.5 times the base hourly rate.
- Overtime is charged for personnel before 8:00AM and after 4:00PM and Saturdays and Sundays.
- Personnel rates on holidays are charged double the straight-time rate. Holidays are: New Year's Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve.

# LODGING, MEALS, PERMITS & CONTRACTED SERVICES

- The Client will be charged for movement permits, lodging, and expenses at cost plus 15%.
- 2. All other mutually agreed upon material, equipment, and/or services contracted on the Client's behalf will be charged at cost plus 15%.

# **PAYMENT POLICIES**

- 1. The Client placing the initial order for our service will be billed.
- SUMMIT does not extend credit unless there is a written agreement providing for deferred payment terms.
- 3. If amounts due are not paid within thirty (30) days of invoice date, a late payment penalty of one and one-half percent (1 1/2 %) per month will be imposed.
- In the event amounts due extend beyond 60 days, SUMMIT reserves the right to supply future services on a COD basis.

# OTHER POLICIES AND PROCEDURES

- Ingress and egress from the end of our permitted routes to the job site is the
  responsibility of our customer. SUMMIT's standard operating procedure is for a
  supervisor to arrive at the job site prior to the arrival of the equipment for the purpose
  of consultation with our customer regarding equipment setup sites, job duties, and
  other functions. Our supervisor will arrive at your job site as far in advance of our
  equipment as feasible.
- 2. Certificates of insurance furnished upon request.
- SUMMIT retains the status of an independent contractor directing its employees and equipment in carrying out the work designated by the Client.
- Escort will be used where required to satisfy Federal, State, or Local movement regulations.
- SUMMIT prefers an executed contract or signed customer purchase order to commence work.
- 6. At no time, without written consent of the President is Summit's equipment to be used by the owner, other sub-contractors, or other response personnel. In the event this occurs, the appropriate persons will be responsible for 2x's the standard rate plus wear & tear or replacement of the equipment, all of which will be determined solely at the discretion of SUMMIT.

# ENVIRONMENTAL FIELD SERVICES AGREEMENT

This Agreement is entered into on 2/14/11, by and between <u>SET Environmental, Inc.</u>, an Illinois Corporation ("Contractor"), and <u>GountryMark Cooperative</u>. <u>LLP</u>, ("Customer").

The following sets forth the terms and conditions under which Contractor shall, at Customer's request, provide environmental field services which may include, but are not limited to, emergency spill response, lab packing, transportation, waste disposal, remediation, and/or industrial cleaning (hereinafter referred to as "Service").

- Term. This Agreement is effective for one year and shall be automatically renewed every year
  unless written notice of termination is received. For purpose of contract renewal,
  Contractor has option of changing prices or other terms at his discretion. All changes
  shall be agreed upon in writing by Customer and Contractor,
- Contractor Services. Contractor shall, on an as requested basis by Customer, provide
   Environmental Services for Customer. Services under this contract shall include
   sampling, testing, transportation, disposal, and decontamination of hazardous materials
   and/or biologically contaminated materials.
- 3. Pricing. Contractor shall provide Customer with pricing schedules for the scope of work identified herein. Pricing schedules may be attached as an addendum to this contract or provided separately in the form of a Proposal ("Proposal"). In either case, the terms and conditions of this agreement shall take precedence over the terms and conditions of any other agreement unless expressly agreed to in writing by both parties.
- 4. Invoicing and Payment. Contractor shall submit invoices for services completed to the customer on a weekly basis. Any necessary extra work not described in the original Proposal shall be described in a written Change Order, completed by the Contractor. This Change Order shall be signed by both parties prior to any work pursuant to the Change Order and shall be considered an Addendum to this Contract. Payment is due in full within 30 days of receipt of invoices. Balances more than thirty (30) days past due shall bear simple interest at a rate of 1.5% per month thereafter until paid in full.
- 5. Compliance with Laws/Licenses and Permits. Contractor represents and warrants that it has all permits and licenses required for the accomplishment of the Service and Contractor represents that it is familiar with, understands, and will comply with the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Solid Waste Disposal Act, and all similar local, state, and federal laws and regulations concerning the handling, transportation and treatment, storage and/or disposal of Waste and providing of Service.
- 6. Warranty. The Services shall be performed in a good and workmanlike manner by trained, qualified, careful, experienced and efficient workers in conformity with standard industry practices and all legal requirements.

- 7. Independent Contractor. Contractor is an independent Contractor for the performance of the services performed under this Agreement. The Contractor, while on the property of the Customer, shall observe all rules and regulations required by Customer and shall exercise due care and diligence to perform the work to prevent any damage to property of Customer, or injury to persons including Customer's employees.
- 8. Knowledge of Materials Handled. Contractor recognizes that the Waste to be handled may be hazardous to human health and Contractor shall familiarize itself with respect to such hazards and shall, in conformance with the law, advise employees and communities and others who handle the Waste for Contractor.

Customer shall represent to Contractor the identity of all wastes and, where available, will provide an analysis of the waste. Customer shall provide information known to Customer concerning the possible dangers and hazards in handling such materials. Contractor shall not be required to accept any waste (for example, but not limited to, dioxins, dioxins suspect or radioactive wastes) for removal for which Contractor cannot arrange permitted disposal. Should the waste differ from the identity, characteristics or analysis as presented by the Customer, the Customer shall bear the total cost of analysis and the total cost to correct handling and transportation of such re-identified waste, to repair or replace damaged equipment, and to cover medical and/or legal expenses. Any other expenses Contractor may incur because of such misrepresentation, regardless of whether or not such misrepresentation was negligent, likewise shall be covered by Customer. Any such misrepresentation of waste will give to Contractor the right to refuse acceptance of any additional wastes and to terminate this Agreement immediately, without notice.

9. <u>Indemnification.</u> Contractor agrees to indemnify and save harmless Customer, its officers and employees against and from any and all liabilities, losses, damages, costs, expenses (including attorney's fees for attorneys furnished or selected by Contractor), causes of action, suits, claims and demands for judgments of any nature whatsoever Customer may sustain as a result of the failure of Contractor to comply with the provisions of this Agreement, or resulting from or arising out of any acts or omissions negligent or otherwise, of Contractor or Contractor's employees, agents or subcontractors in performance of the work herein specified.

Customer agrees to indemnify and save harmless Contractor its officers and employees against any and all liabilities, losses, damages, costs, expense (including attorney's fees for attorneys furnished or selected by Contractor), causes of action, suits, claims and demands for judgments of any nature whatsoever Contractor may sustain as a result of the failure of Customer to comply with the provisions of this Agreement, or resulting from or arising out of any acts or omissions negligent or otherwise, of Customer or Customer's employees, agents or subcontractors.

- 10. <u>Insurance</u>. Contractor agrees to procure and maintain, at its own expense the following:
  - (a) Workmen's Compensation and Employer's Liability Insurance, in an amount consistent with statutory requirements, for all of its employees to be engaged in work under this contract;
  - (b) Business Automobile Liability Insurance of not less than \$1,000,000 combined single limit per occurrence, including wrongful death and/or property damage for any one accident.
  - (c) Excess Liability Umbrella Form \$10,000,000.
  - (d) Commercial General Liability Insurance, in an amount not less than \$1,000,000.
  - (e) Contractor's Pollution Liability Insurance with limits of \$5,000,000 per occurrence and \$5,000,000 aggregate.
  - (f) Environmental Impairment Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Upon request by Customer, Contractor shall furnish certificates of insurance to Customer, naming Customer as an Additional Insured on their policies.

- 11. Access to Premises. Customer grants to Contractor, its agents and employees, during the term of this Agreement, reasonable access to Customer's premises for purposes of providing services under this Agreement. Contractor shall comply with Customer's safety procedures while on Customer's premises, and copies of the safety procedures will be made available to Contractor.
- 12. <u>Termination</u>. Either party may terminate this Agreement upon sixty days prior written notice to the other, provided that such termination shall be without prejudice to any other remedy the party may have and shall not affect the covenants of the parties set forth herein with respect to services which have been rendered prior to the effective date of termination.
- 13. <u>Notice</u>. Any notice to be given under this Agreement shall be in writing and addressed or delivered to the following:

# For Customer

Randy Carr

Mgr. Crude, Gathering & Trans.

\_CountryMark\_Cooperative, LLF

1200 Refinery Rd.

Mt. Vernon, IN 47620

# For Contractor

Dave DeVries

President

SET Environmental, Inc.

50 Sumac Road

Wheeling, IL 60090

- 14. <u>Waiver.</u> Any waiver by either party of any provisions or conditions of this Agreement shall not be construed or deemed to be a waiver of any other provisions or conditions of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver be expressed in writing by the party to be bound.
- Governing Law. This Agreement shall be governed and construed in accordance with the laws
  of the State of Illinois.
- 16. Force Majeure. The performance of the Agreement, except for the payment of money, may be suspended by either party in the event of act of God, war, riot, fire, explosion, accident, flood, sabotage, national defense requirements, strike or injunction, (provided that neither party shall be required to settle a labor dispute against its own best judgment); or any other event beyond the reasonable control of such party, which event prevents the removal, transportation, treatment, storage or disposal of wastes.
- 17. <u>Entire Agreement.</u> This agreement constitutes the entire Agreement between the parties and no addition or modification of any of the provisions shall be binding unless made in writing and signed by a duly authorized representative of Customer and Contractor.

IN WITTNESS WHEREOF, the parties hereto have duly executed this agreement on the date and year below.

•	
SET Environmental, Inc.	Customer: CountryMark Cooperative, LLP
Name: 777,6/AR/ O'Dwyer	Name: Randy Carr
Title: CFO	Title: Manager Crudo, Gathering & Transportation
By: 2/2/1 0'Duy-	By: Randy Com
Date: 2-14-11	Date: 2/14/1



# Field Services / Emergency Response Rate Schedule January 2011

Project Personnel	Project Personnel Scheduled Work (per hour)		Nork (per hour) ER Work (per hour)	
	Straight	Overtime	Straight	Overtime
Laborer Technician	\$38.00	\$48.00	\$40.00	\$50.00
Hazmat Technician	\$45.00	\$52,00	\$48.00	\$60.00
Equipment Operator	\$45,00	\$55.00	\$55.00	\$65.00
Driver	\$45.00	\$55.00	\$55.00	\$65.00
Disposal Coordinator	\$45,00	\$55.00	\$55.00	\$70,00
Chemist	\$48.00	\$58,00	\$58.00	\$75,00
Hazmat Foreman	\$48,00	\$58,00	\$58.00	\$75.00
Health & Safety Officer	\$65,00	\$80,00	\$75,00	\$95.00
Site Supervisor	\$52.00	\$65.00	\$75.00	\$90.00
Project Manager	\$75.00	\$90.00	\$90.00	\$110.00
High Hazard Specialist	\$90.00	\$110.00	\$100.00	\$110.00
Gas Cylinder Specialist	\$75.00	\$95.00	\$95.00	\$110.00
Chemical Engineer	\$120,00	\$135.00	\$145.00	\$175.00
Senior Gas Cylinder Specialist	\$135.00	\$165,00	\$145.00	\$175.00

Straight Time is for first 8 consecutive hours between 7 a.m. To 5 p.m. Monday through Friday. Saturday work is billed at time and ¼. Sunday work is double time. Overtime Rates Will Be Charged From 5 p.m. To 8 a.m. Monday through Friday. Holiday pay is charged at ER Overtime. Time is charged in ¼ hour increments. Four Hour Minimum on All Call Outs. All Equipment, Supplies, Services And Personnel Are Charged Portal To Portal. Equipment, Supplies And Services Not Listed On This Billing Schedule Will Be Charged At Cost plus 20%.

		•	
Trucks & Trailers (W/O Driver)	Rate / Unit	Heavy Equipment	
Truck, Crew Cab 1 ton	\$110,00 / shift	Excavator, 2800	
Truck, Pickup 4WD	\$110.00 / shift	Excavator, Mini	
Truck, Box (12' or 24')	\$45.00 / hour	Skid Steer Loader, Tracked	
Truck, Semi with Trailer	\$50.00 / hour	Skid Steer Loader, Wheeled	
Truck, 3,000-Gallon Liquid	\$50,00 / hour	Sweeper or Drum Attachment	
Truck, Super Sucker	\$125.00 / hour	Fork Attachment	
Truck, 5,000-Gallon Vacuum Tanker	\$60.00 / hour	Additional equipment is available on an a	is ne
Truck, 5,000-Gallon Stainless Vac Tanker	\$75.00 / hour	Rates will be quoted case by a	ase.
Truck, Roll-off, single	\$45.00 / hour		
Truck, Semi with Lowboy Trailer	\$350.00 / shift	Professional Services	
Truck, Semi with Roll-off Trailer	\$50.00 / hour	IDEM Incident Report	
Trailer, Emergency Response Unit	\$250,00 / shift	Project Report	
Trailer, Equipment	\$175.00 / shift	Incident Summary	;
Roll-off Box Rental	\$12.00 / day	INDOT Permit Bonding Fee	;
Roll-off Box Liner	\$45.00 / liner	<ul> <li>INDOT Permit Project Coordination</li> </ul>	;
RV Trailer / Command Center	\$150.00 / day	INDOT Permit Application Fee	(
Tank, 21,000-gallon Frac, Rental	\$50.00 / day		
Tank, 10,000-gallon Frac, Rental	\$40.00 / day	Tank Car Transfer Equipment	- 1
Tank, Frac, Mobilization/Demobilization	Cost + 20%	Petroleum Transfer Pump and 40 ft of Hose	,
Vacuum Box Rental	\$45.00 / day	Chemical Transfer Pump and 40 ft of Hose	Š
Tanker trucks used to haul hazardous materials		Acid Transfer Pump and 40 ft of Hose	\$
decontaminated prior to re-use. Clean-out times	s are billable to the	Intrinsically Safe Vein Pump & 40 ft of Hose	Ş
generator at the hourly rates above.	•	Betts Bottom Outlet Valve	Ş
,		Fittings Charge per Transfer	

Unit / Day

\$12.70 each

\$8.00 / each

\$40.00 / day

\$450.00 / day

Fork Attachment	\$75.00 / shift	
Additional equipment is available on an a	s needed basis.	
Rates will be quoted case by co	ose.	
Professional Services	Rate / Unit	
IDEM Incident Report	\$500.00 / each	
Project Report	\$200.00 / each	
Incident Summary	\$100.00 / each	
INDOT Permit Bonding Fee	\$50.00 / each	
INDOT Permit Project Coordination	\$250.00 / each	
INDOT Permit Application Fee	Cost + 20%	
Tank Car Transfer Equipment	Rate / Unit	
Petroleum Transfer Pump and 40 ft of Hose	\$255.00 / shift	
Chemical Transfer Pump and 40 ft of Hose	\$380,00 / shift	
Acid Transfer Pump and 40 ft of Hose	\$450.00 / shift	
Intrinsically Safe Vein Pump & 40 ft of Hose	\$750.00 / shift	
Betts Bottom Outlet Valve	\$100.00 / shift	
Fittings Charge per Transfer	\$150.00 / each	
The Above Prices Include Cleaning	Fees.	
Pump Rebuilds Will Be Charged At Co.	t+20%.	

Road Closure Sign (Large on stand)

Road Message Arrow Board-trailer

Road Work Safety Equipment

Flat Cones with Lights

Flat Cones with no Lights

Rate / Unit \$775.00 / shift \$350.00 / shift \$325,00 / shift \$275.00 / shift \$225.00 / shift

Small Equipment	. Rate / Unit	Materials	Rate / Unit
Air Compressor, 185cfm	\$200.00 / day	Absorbent Boom (10' section, 5" diameter)	\$110.00 / bale
Air Compressor, Small, Portable	\$75.00 / shift	Absorbent Boom (10' section, 8" diameter)	\$130.00 / bale
Air Knife Gun	\$100.00 / shift	Absorbent, Granular, "Oil Dri" (25 lb bag)	\$12,00 / bag
Blower, Electric, IS rated	\$75.00 / day	Absorbent Pads (oil or universal)	\$75.00 / bale
Breathing Air Bottles, 45 Minutes	\$15.00 / day	Absorbent Sock (universal) 3" x 48" (30/case)	·
Breathing Air Cylinder (300cf)	\$75.00 / each	Alconox, Non Phosphonated Solution	\$15,00 / gallon
Chain Saw	\$40.00 / day	Bailers (disposable)	\$15.50 / each
Cold Tapping Equipment	\$150.00 / day	Bio-Decon Agent (CSI-1)	\$50.00 / gallon
Confined Space Entry (Retrieval System)	\$165.00 / day	Blosolve Hydrocarbon Emulsification Agent	\$40.00 / gallon
Drill, Electric	\$10.00 / day	Bootles, Latex (pair)	\$6.00 / pair
Drill, Pneumatic (Hot/Cold Tapping)	\$250.00 / shift	Boots, Haz Mat Beta	\$105.00 / pair
Generator, 6.5 KW	\$85,00 / day	Boots PVC Overboots	\$25.00 / pair
Hand Tools	\$35.00 / day	Brushes, Boot Wash	\$6.00 / each
Hand Tools, Spark Proof	\$110.00 / day	Cartridge, MSA, Mercury P-100	\$55.00 / pair
Horn, Venturi	\$50.00 / day	Cartridge, MSA, Combination	\$25.00 / pair
Hudson Sprayer	\$15.00 / day	Chest Waders w/ Suspenders	\$15.00 / day
Industrial Heater	\$50.00 / day	D-limonene	\$25.00 / galion
Jack Hammer (50 lb)	\$75.00 / day	Grass Seed	\$2.00 / pound
Ladder	\$15.00 / day	Gloves, Kevlar	\$4.00 / pair
Laptop Computer -	\$25,00 / day	Gloves, Jersey	\$2.50 / pair
Light, Drop Type, Explosion Proof	\$40.00 / day	Gloves, Leather	\$5,00 / pair
Lights, on Portable Stands	\$25.00 / day	Gloves, Nitrile (disposable)	\$8.00 / box
Light Tower	\$355.00 / day	Gloves, Nitrile (outer)	\$3.50 / pair
Marking Paint	\$8.50 / each	Gloves, PVC	\$5.50 / pair
Mop Buckets	\$5.00 /. day	Gloves, Silver Shield (4-H)	\$10.00 / pair
Negative Air Machine	\$125.00 / day	Labels (all)	\$1.00 / each
Portable Ventilation Fan	\$75.00 / day	LEL Vapor Suppressant (SCS-100)	\$50.00 / gallon
Pressure Washer 3,000psi, Cold	\$150.00 / day	Less Than 10 (PCB Soap)	\$45.00 / gallon
Pressure Washer 3,000psi, Hot	\$350.00 / day	Lime (50 lb. bag)	\$25,00 / bag
Radlo, Portable, 2 Channel Hand-Held	\$25,00 / day	Manifests	\$1.50 / each
Saw, Circular or Reciprocating	\$25.00 / day	Microblaze Hydrocarbon Emulsification Agent	\$25,00 / gallon
Saw, Cut Off (without blades)	\$25.00 / day	Nitrogen Cylinder	\$25.00 / each
Subsurface Core Sampler (stainless Steel)	\$200.00 / day	Petroclean Hydrocarbon Emulsification agent	\$45.00 / gallon
Subsurface Sample Tubes	\$12.00 / each	Poly Sheeting, 6 mil, 20' x 100'	\$105.00 / roll
SCBA, 45 Minute Complete Unit	\$120.00 / day	Sample Jars	\$4.00 / each
SCBA, 5 or 10 Minute Escape Unit	\$70.00 / day	Simple Green	\$25.00 / gallon
Thieving Rods, Glass	\$12.00 / each ·	Soda Ash (50 lb. bag)	\$20.00 / bag
Torch (Oxy-Acetylene) .	\$100.00 / day	Sodium Bicarbonate (50 lb. bag)	\$75.00 / bag
Vacuum, Drum	\$125.00 / day	Straw	\$8.00 / bale
Vacuum, Electric (Wet/Dry)	\$40.00 / day	Straw Matting	\$95.00 / roll
Video Camera	\$15.00 / day	Suits, Rain, 2-Piece PVC	\$25.00 / each
Weed Eater / Brush Cutter	\$35.00 / day	Sults, Saranax .	\$25.00 / each
Supplies required for operation of above equipm		Sults, River City Acid	\$40.00 / each
and vacuum filters) will be invoiced at replaceme		Sults, Tychem 10,000	\$120.00 / each
Due to the nature of hozardovs chemical cleanu, necessary to dispose of equipment due to corros		Suits, Tyvek	\$10.00 / each .
necessary, these rates will be charged plus repla		Suits, Tyvek (Poly coated)	\$15.00 / each
20%, .	cement at cost plus	Tape, Cautlon Tape	\$20.00 / each
	• _	Tape, Duct	\$6.00 / roll
Safety Equipment	Rate / Shift	Tape, Hazardous Materials Tape	\$35,00 / roll
Harness / Lanyard	\$25.00 / shift	Vermiculite (4 cubic feet)	\$20.00 / bag
Kit, First Aid	\$10.00 / shift		
Kit, Lock-out / Tag-out	\$15.00 / shift		
Portable Eye Wash Station	\$10.00 / shift		

Hoses and Pumps	Rate / Unit	Testing and Analysis Equipment	Rate / Unit
Hose, Air, 50', for Breathing	\$20.00 / day	Biological Agent Testing	\$1,500.00 / panel
Hose, Air for the Compressor (50')	\$20,00 / day	Draeger Testing Unit	\$25.00 / day
Hose, Chemical, 20' Sections	\$20.00 / day	HAZ-CAT Identification / classification	\$25,00 / test
Hose, Discharge (Soft), 2" x 50'	\$25.00 / day	Meter, 4 Gas (LEL/O2/CO/H2S)	\$95.00 / day
Hose, Suction 2" X 50'	\$25.00 / day	Meter, pH	\$40,00 / day
Pump, 2" Aluminum Double Diaphragm	\$125.00 / day	pH Test Strips	\$5.00 / box
Pump, 2" Poly Double Diaphragm	\$250.00 / day	Photo-lonization Detector (Hnu or Microtip)	\$110.00 / day
Pump, 2" Stainless Double Diaphragm	\$275.00 / day	Phosgene Thermo-Tester	\$150,00 / day
Pump, 2" Submersible	\$75,00 / day	Pump, Air (Bendix, Draeger)	\$20,00 / day
Pump, 2" Centrifugal	\$100.00 / day	Radiation Survey Meter	\$50.00 / day
Pump, 3" Aluminum Double Diaphragm	\$150.00 / day	Transit, Laser (Includes Rod)	\$75.00 / day
Pump, 3" Poly Double Diaphragm	\$275.00 / day	Tubes, Draeger or Bendix	\$12.00 / each
Pump, 3" Stainless Double Diaphragm	\$300.00 / day	· Unknown Chemical Identification	\$500.00 / each
Pump, 1 ½ " Poly ·	\$155,00 / day	Materials and supplies required for support of test	
Pump, Drum/Lutz	\$30.00 / day	equipment will be an additional charge.	
Pump, Barrel (Disposable)	\$30.00 / day	•	
Pump, Trash	\$125.00 / shift	PPE, Per Person	Rate / Shift
i amp, iraan	7 m 2 0 10 0 7 5 1 1 1 1	Level D (Hard Hat, Safety Glasses, FR	\$15.00 / shift
Containers	Rate / Unit	(Uniforms, Work Gloves, Work Boots)	Azotoo I milit
Box, Cubic Yard	\$95.00 / each	Level D Modified w/ tyvek / nomex sult	\$50.00 / shift
Box, DOT (Sample shipment containers)	\$65,00 / each	Level C with Saranax Sults	\$100.00 / shift
Box, PIH	\$35.00 / each	Level C with Acid Suits	\$130.00 / shift
Cylinder, Low Pressure Recovery Vessel	\$750.00 / use	Level B with Saranax Suits	\$185,00 / shift
Cylinder, Salvage Sigri SGL TG168	\$3,500.00 / use	Level B with Acid Suits	\$285.00 / shift
Cylinder, Salvage Solkatronic 5502	\$2,500.00 / use	Level B with Tychem 10,000 Suits	\$475,00 / shift
Cylinder Sampling Manifold (w/ Vacuum)	\$2,500.00 / day	Level A	\$850.00 / shift
	\$50.00 / day	Turn Out Gear	\$150.00 / shift
Cylinder, Unknown Sample Cylinders Drum Liners (6 mil)	\$6.00 / each -	Aluminized Kevlar Sult w/ Flak Jacket	\$200.00 / day
		Nomex Coveralls	\$35.00 / each
Drums, 5-Gallon, Poly (OH)	\$10.00 / each	NOTE: 1. The quoted rates include up to thre	
Drums, 14-Gallon, Poly (OH)	\$40.00 / each	clothing change outs, and one pair of cartridg	
Drums, 30-Gallon, Poly (OH)	\$45.00 / each	Additional PPE will be billed per the rate schedule.	, , , , , , , ,
Drums, 30-Gallon, Poly (TH)	\$45.00 / each	2. For Level A, the fee represents only one change o	ut. Re-use of the
Drums, 55-Gallon, Poly (TH)	\$55.00 / each	disposable suits is not permitted.	·
Drums, 55-Gallon, Poly (OH)	\$68.00 / each		
Drums, 55 Gallon, Steel (OH)	\$40,00 / each	Banana Call Funtanes	Data / I (mit
Drums, 55 Gallon, Steel (TH)	\$45.00 / each	Mercury Spill Equipment	Rate / Unit
Drums, 55 Gallon, Steel (OH) lined	\$50.00 /each	Lumex Mercury Vapor Analyzer	\$400.00 / day
Drums, 95 Gallon, Poly Overpack	\$230.00 / each	Mercury Absorb Powder	\$125.00 /bottle
Drums, 85 Gallon, Steel Overpack	\$170.00 / each	Mercury Check Swabs	\$75.00 / pack
Super Sack	\$70.00 / each	Mercury Indicator Powder	\$70.00 / bottle
Tote, Poly 330 Gallons	\$250.00 / each	Mercury Soap	\$55.00 / gallon
	B. (11.4	Mercury Vapor Reducer	\$9,00 / pound
Water Response Equipment	Rate / Unit	Vacuum, Mercury	\$250.00 / day
Boat, 2 Man with Motor (14-feet)	\$150.00 / day	Completion of mercury spill cleaning could lead to so	
Boat, 3 Man with Motor (20-feet)	\$350.00 / day	following charges associated with mercury vacuum	
Boom, Skirted Containment 18"	\$1.78 / ft / day	Replacement Droplet Bottle	\$98.10 / each
Boom, Skirted Containment 24"	\$1.99 / ft / day	Vacuum Bags	\$21,42 / each
Boom, Skirted Containment 36"	\$2.88 / ft / day	HEPA Replacement Filter	\$119.50 / each
USCG Approved Personal Floatation	\$20.00 / day		\$59.25 / each
		Mercury Filter Cartridge	\$3,995.00 / ea

# SET ENVIRONMENTAL, INC. ADDENDUM TO STANDARD AND EMERGENCY SCHEDULE OF FEES (2011)

Prior to mobilization, SET Environmental, Inc. requires a standard SET Environmental Services contract endorsed by the client and/or a signed customer purchase order with terms acceptable to SET.

- (1) SET's fee shall be calculated by multiplying the appropriate fixed rate for labor, equipment and other items (Rates) for which Rates are specified, and any other items or Fees (Schedule), by the amount of time spent in performance of the Work and in mobilization, demobilization, and other services described in paragraph (4) below. Equipment rates constitute a rental charge for use of an item of equipment. Rates for equipment and materials do not cover labor used in operating such equipment or using such materials.
- (2) All items supplied by SET for which rates appear in this schedule will be charged at the appropriate rate. For all equipment, materials, supplies and services not described in the schedule which are obtained by SET from subcontractors or suppliers, the client shall reimburse SET for the cost to SET plus a handling charge of 20% of such cost.
- (3) Personnel and equipment are invoiced at a minimum of four hours per day and invoiced portal-to-portal unless otherwise provided herein. The minimum fees shall not be less than \$1,500. Services provided prior, during, and/or subsequent to actual cleanup activities will also be charged, including without limitation: preparation for mobilization, loading and unloading of equipment and materials, equipment and clothing decontamination, project management, regulatory liaison, work and/or safety plan preparation, site visits, coordination of transportation and disposal, sampling and monitoring, and such other work as shall be deemed necessary in the judgment of SET to prepare the Work to be left unattended for an indefinite period.
- (4) All hours on Saturdays, Sundays, and holidays, is considered overtime. Time taken by personnel to decontaminate prior to breaks and re-don protective clothing and equipment after breaks is considered part of the work period.
- (5) Lodgings, subsistence and other living expenses of personnel in the field are included in a Per Diem charge of \$150 per person per day.
- (6) Currently, SET is charging a 20.5% fuel surcharge on fuel related items.
- (7) Currently, SET charges a 7% energy, security and insurance surcharge on non-fuel related items.
- (8) Terms are COD or Net 30 as approved. Balances past due accrue at 1.5% per month. All court cost attorney, collection fees and lien cost on unpaid balances will be paid by customer.
- (9) Unless otherwise specified, rates provided herein are effective for one year from the date of this document. SET reserves the right to adjust any rates at any time to receive a fair market price for its services. Any such adjustment will be communicated to the customer prior to date of service.

# F. Response Strategies:

# 1.0 Major River with Commercial Traffic

This scenario would be created by a leak in or feeding into the Ohio River.

Operations personnel will shutdown stations and injection pumps on affected pipelines upon notification of a potential leak. They will also close mainline valves following the shutdown to mitigate any spill.

Countrymark's Mgr., Pipeline Maintenance or other responsible person would dispatch the Mt. Vernon maintenance crew (Initial Response Team) and a spill response trailer from Mt. Vernon to the spill.

Notification will be made to the National Response Center, appropriate State agencies and the Qualified Individual. Because the Ohio River is a state line, both Indiana and Kentucky agencies must be notified. Due to the commercial traffic, the Louisville, Kentucky office of the Corps of Engineers must be notified.

Countrymark's Mgr., Pipeline Maintenance will dispatch aerial services and company vehicles available to track the extent and movement of the spill. He will also contact Countrymark's McLeansboro and Princeton maintenance crews, one to proceed to the spill and the other to a staging area.

The Mgr., Pipeline Maintenance will dispatch additional vacuum trucks and crude oil transports to the leak site. He will then proceed to the spill to assume the Incident Commander role.

Countrymark's Area Foreman for the Mt. Vernon Maintenance Crew will conduct a brief "tailgate" meeting with all personnel to devise plans how to safely approach spill site, how to contain the oil, how to protect the environment and recover oil spilled.

If applicable, the Area Foreman may direct the installation of a temporary repair clamp to stop line drainage and reducing leak volume to be recovered.

The Area Foreman will determine a recovery site accessible by vacuum trucks as a focal point for containment boom deployment. The Mt. Vernon Maintenance Crew would launch boats, when river conditions are safe, from the nearest available ramps or low bank if necessary, to install containment booms.

If any situation specific environmentally sensitive area is identified on site, Countrymark's Area Foreman will direct the Maintenance Crew to install a barrier boom to isolate it. With the use of containment boom oil would be routed away from environmentally sensitive areas so as not to cause any danger.

Containment boom installation must comply with any requirements from the Corps of Engineers and Coast Guard, to maintain or protect river traffic. If permitted, the first boom would be placed as far out in the river as oil appeared on the water. This boom would be installed at an angle to the current, to reflect oil toward the bank of the river. Moving oil to the bank allows the use of land vehicles for recovery and slows the travel of the spill.

The second boom would also be installed at an angle to the current, to receive oil from the first boom and reflect oil toward bank of the river. Countrymark Refining and Logistics Maintenance Crews would continue installing booms in this manner until oil gathering at last boom is on bank of river at the site chosen for the vacuum trucks. Absorbent booms would be installed downstream of the containment booms to handle any oil escaping them.

Upon arrival at the spill the Mgr., Pipeline Maintenance will assume the Incident Commander role from the Mt. Vernon Area Foreman (Response Team Leader). He will fully assess the extent of the spill and the effectiveness of initial operations and determine what additional resources are required. He will have two additional Countrymark Refining and Logistics maintenance crews (Response Teams), relief truck drivers and other support personnel available for shift work on the spill.

Countrymark's Incident Commander, in conjunction with the Qualified Individual, has the authority to call out any Oil Spill Response Organization or Mutual Assistance Company deemed necessary to supplement Countrymark's Response Teams. Any outside responder would be assigned a part of the clean-up under the direction of Countrymark's Incident Commander.

The second Countrymark Refining and Logistics Response Team will assist the first until the booms are in place and oil recovery is in full operation. Then, they will begin remediation of wildlife or the shoreline as directed by the appropriate agency.

The initial Countrymark Refining and Logistics Response Team will begin spill recovery utilizing vacuum trucks to recover the oil as it is fed to the riverbank by the booms.

The oil recovered by the vacuum trucks would be transferred to transport trucks, hauled to the refinery to be recycled.

Waste such as oily leaves, sticks, vegetation, oil soaked dirt or used clean-up materials removed from the spill site will be disposed at an approved "special handling waste" facility, as permitted through the Indiana Department of Environmental Management. A temporary storage "special handling waste" container is available at the Mt. Vernon maintenance shop. The "special handling waste" hauler can supply additional containers for the recovery site and haul directly from them.

# 2.0 Smaller Rivers and Creeks

This scenario would be created by a leak in or feeding into the Wabash River, Little Wabash River, Kaskaskia River, Elm River or large creek.

Operations personnel will shutdown stations and injection pumps on affected pipelines upon notification of a potential leak. They will also close mainline valves following the shutdown to mitigate any spill.

Countrymark's Mgr., Pipeline Maintenance or other responsible person would dispatch the nearest maintenance crew (Initial Response Team) and a spill response trailer from Mt. Vernon to the spill.

Notification will be made to the National Response Center, appropriate State agencies and the Qualified Individual. Because the Wabash River is a state line, both Indiana and Illinois agencies must be notified.

Countrymark's Mgr., Pipeline Maintenance will dispatch aerial services and company vehicles available to track the extent and movement of the spill. He will also contact Countrymark's second and third nearest maintenance crews, one to proceed to the spill and the other to a staging area.

The Mgr., Pipeline Maintenance will dispatch additional vacuum trucks and crude oil transports to the leak site. He will then proceed to the spill to assume the Incident Commander role.

Countrymark's Area Foreman of the nearest crew will conduct a brief "tailgate" meeting with all personnel to devise plans how to safely approach spill site, how to contain the oil, how to protect the environment and recover oil spilled.

If applicable, the Area Foreman may direct the installation of a temporary repair clamp to stop line drainage and reducing leak volume to be recovered.

The Area Foreman will determine a recovery site accessible by vacuum trucks as a focal point for containment boom deployment. The nearest maintenance crew would launch boats, when river conditions are safe, from the nearest available ramps or low bank if necessary, to install containment booms.

If any situation specific environmentally sensitive area is identified on site, Countrymark's Area Foreman will direct the maintenance crew to install a barrier boom to isolate it. With the use of containment boom oil would be routed away from environmentally sensitive areas so as not to cause any danger.

The first boom would be placed as far out in the stream as oil appeared on the water. This boom would be installed at an angle to the current, to reflect oil toward the bank of the stream. Moving oil to the bank allows the use of land vehicles for recovery and slows the travel of the spill.

The second boom would also be installed at an angle to the current, to receive oil from the first boom and reflect oil toward bank of the river. Countrymark Refining and Logistics maintenance crews would continue installing booms in this manner until oil gathering at last boom is on bank of stream at the site chosen for the vacuum trucks. Absorbent booms would be installed downstream of the containment booms to handle any oil escaping them.

Upon arrival at the spill the Mgr., Pipeline Maintenance will assume the Incident Commander role from the initial Area Foreman (Response Team Leader). He will fully assess the extent of the spill and the effectiveness of initial operations and determine what additional resources are required. He will have two additional Countrymark Refining and Logistics maintenance crews (Response Teams), relief truck drivers and other support personnel available for shift work on the spill.

Countrymark's Incident Commander, in conjunction with the Qualified Individual, has the authority to call out any Oil Spill Response Organization or Mutual Assistance Company deemed necessary to supplement Countrymark's Response Teams. Any outside responder would be assigned a part of the clean-up under the direction of Countrymark's Incident Commander.

The second Countrymark Refining and Logistics Response Team will assist the first until the booms are in place and oil recovery is in full operation. Then, they will begin remediation of wildlife or the shoreline as directed by the appropriate agency.

The initial Countrymark Refining and Logistics Response Team will begin spill recovery utilizing vacuum trucks to recover the oil as it is fed to the stream bank by the booms.

The oil recovered by the vacuum trucks would be transferred to transport trucks, hauled to the nearest Countrymark Refining and Logistics pipeline station.

Waste such as oily leaves, sticks, vegetation, oil soaked dirt or used clean-up materials removed from the spill site will be disposed at an approved "special handling waste" facility, as permitted through the Indiana Department of Environmental Management. A temporary storage "special handling waste" container is available at the Mt. Vernon maintenance shop. The "special handling waste" hauler can supply additional containers for the recovery site and haul directly from them.

#### 3.0 Small Creeks and Ditches

This scenario would be created by a leak in or feeding into smaller waterways.

Operations personnel will shutdown stations and injection pumps on affected pipelines upon notification of a potential leak. They will also close mainline valves following the shutdown to mitigate any spill.

Countrymark's Mgr., Pipeline Maintenance or other responsible person would dispatch the nearest maintenance crew (Initial Response Team) and a spill response trailer from Mt. Vernon to the spill.

Notification will be made to the National Response Center, appropriate State agencies and the Qualified Individual.

Countrymark's Mgr., Pipeline Maintenance will dispatch aerial services and company vehicles available to track the extent and movement of the spill. He will also contact Countrymark's second and third nearest maintenance crews, one to proceed to the spill and the other to standby.

The Mgr., Pipeline Maintenance will dispatch additional vacuum trucks and crude oil transports to the leak site. He will then proceed to the spill to assume the Incident Commander role.

Countrymark's Area Foreman (Response Team Leader) of the nearest crew will conduct a brief "tailgate" meeting with all personnel to devise plans how to safely approach spill site, how to contain the oil, how to protect the environment and recover oil spilled.

If applicable, the Area Foreman may direct the installation of a temporary repair clamp to stop line drainage and reducing leak volume to be recovered.

The Area Foreman will determine a recovery site accessible by vacuum trucks. The nearest maintenance crew would install a containment boom across the creek and angled to one bank or install a full width temporary earthen dam, with an underflow siphon pipe. The siphon pipe should be large enough to carry the flow of the stream and be installed with the upstream end near the streambed and the downstream end at the level of the upstream liquid.

If any situation specific environmentally sensitive area is identified on site, Countrymark's Area Foreman will direct the Countrymark Refining and Logistics maintenance crew to install a barrier boom to isolate it. With the use of containment boom oil would be routed away from environmentally sensitive areas so as not to cause any danger.

Absorbent booms would be installed downstream of the containment booms to handle any oil escaping them.

Upon arrival at the spill the Mgr., Pipeline Maintenance will assume the Incident Commander role from the initial Area Foreman (Response Team Leader). He will fully assess the extent of the spill and the effectiveness of initial operations and determine what additional resources are required. He will have two additional Countrymark Refining and Logistics maintenance crews (Response Teams), relief truck drivers and other support personnel available for shift work on the spill.

Countrymark's Incident Commander, in conjunction with the Qualified Individual, has the authority to call out any Oil Spill Response Organization or Mutual Assistance Company deemed necessary to supplement Countrymark's Response Teams. Any outside responder would be assigned a part of the clean-up under the direction of Countrymark's Incident Commander.

The second Countrymark Refining and Logistics Response Team will assist the first until the boom or dam is in place and oil recovery is in full operation. Then, they will begin remediation of wildlife or the shoreline as directed by the appropriate agency.

The initial Countrymark Refining and Logistics Response Team will begin spill recovery utilizing vacuum trucks to recover the oil as it is fed to the bank by the booms.

The oil recovered by the vacuum trucks would be transferred to transport trucks, hauled to the nearest Countrymark Refining and Logistics pipeline station.

Waste such as oily leaves, sticks, vegetation, oil soaked dirt or used clean-up materials removed from the spill site will be disposed at an approved "special handling waste" facility, as permitted through the Indiana Department of Environmental Management. A temporary storage "special handling waste" container is available at the Mt. Vernon maintenance shop. The "special handling waste" hauler can supply additional containers for the recovery site and haul directly from them.

#### 4.0 Lakes and Reservoirs

This scenario would be created by a leak feeding into McLeansboro City Reservoir.

Operations personnel will shutdown stations and injection pumps on affected pipelines upon notification of a potential leak. They will also close mainline valves following the shutdown to mitigate any spill.

Countrymark's Mgr., Pipeline Maintenance or other responsible person would dispatch the nearest maintenance crew (Initial Response Team) and a spill response trailer from Mt. Vernon to the spill.

Notification will be made to the National Response Center, appropriate State agencies and the Qualified Individual. Notification will also be made to the appropriate water management agency.

Countrymark's Mgr., Pipeline Maintenance will dispatch aerial services and company vehicles available to track the extent and movement of the spill. He will also contact Countrymark's second and third nearest maintenance crews, one to proceed to the spill and the other to a staging area.

The Mgr., Pipeline Maintenance will dispatch additional vacuum trucks and crude oil transports to the leak site. He will then proceed to the spill to assume the Incident Commander role.

Countrymark's Area Foreman (Response Team Commander) of the nearest crew will conduct a brief "tailgate" meeting with all personnel to devise plans how to safely approach spill site, how to contain the oil, how to protect the environment and recover oil spilled.

If applicable, the Area Foreman may direct the installation of a temporary repair clamp to stop line drainage and reducing leak volume to be recovered.

The Area Foreman will determine a recovery site accessible by vacuum trucks as a focal point for containment boom deployment. The nearest maintenance crew would launch boats, when conditions are safe, from the nearest available ramps or low bank if necessary, to install containment booms.

If any situation specific environmentally sensitive area is identified on site, Countrymark's Area Foreman will direct the maintenance crew to install a barrier boom to isolate it. With the use of containment boom oil would be routed away from environmentally sensitive areas so as not to cause any danger.

The containment boom would be installed to encircle the oil on the water. This oil would be moved toward the shore by paddling or by slowly decreasing the boom area. Moving oil to the bank will allow the use of land vehicles for recovery. Under certain conditions, the oil can be pumped from the water surface with a skimmer pump, floating on the liquid.

Absorbent booms would be installed outside the containment boom to handle any oil escaping it.

Upon arrival at the spill the Mgr., Pipeline Maintenance will assume the Incident Commander role from the initial Area Foreman (Response Team Leader). He will fully assess the extent of the spill and the effectiveness of initial operations and determine what additional resources are required. He will have two additional Countrymark Refining and Logistics Maintenance Crews (Response Teams), relief truck drivers and other support personnel available for shift work on the spill.

Countrymark's Incident Commander, in conjunction with the Qualified Individual, has the authority to call out any Oil Spill Response Organization or Mutual Assistance Company deemed necessary to supplement Countrymark's Response Teams. Any outside responder would be assigned a part of the clean-up under the direction of Countrymark's Incident Commander.

The second Countrymark Refining and Logistics Response Team will assist the first until the boom is in place and oil recovery is in full operation. Then, they will begin remediation of wildlife or the shoreline as directed by the appropriate agency.

The Countrymark Refining and Logistics initial Response Team will begin spill recovery utilizing vacuum trucks to recover the oil as it is fed to the bank by the boom.

The oil recovered by the vacuum trucks would be transferred to transport trucks, hauled to the nearest Countrymark Refining and Logistics pipeline station.

Waste such as oily leaves, sticks, vegetation, oil soaked dirt or used clean-up materials removed from the spill site will be disposed at an approved "special handling waste" facility, as permitted through the Indiana Department of Environmental Management. A temporary storage "special handling waste" container is available at the Mt. Vernon maintenance shop. The "special handling waste" hauler can supply additional containers for the recovery site and haul directly from them.

#### 5.0 Parks and Wildlife Areas

This scenario would be created by a leak in Souerhebler Wildlife Refuge, Hamilton County State Conservation Area or similar private area.

Operations personnel will shutdown stations and injection pumps on affected pipelines upon notification of a potential leak. They will also close mainline valves following the shutdown to mitigate any spill.

Countrymark's Mgr., Pipeline Maintenance or other responsible person would dispatch the nearest maintenance crew (Initial Response Team) and a spill response trailer from Mt. Vernon to the spill.

Notification will be made to the National Response Center, appropriate State agencies and the Qualified Individual. Notification will also be made to the appropriate wildlife agency or park service.

Countrymark's Mgr., Pipeline Maintenance will, if indicated, dispatch aerial services and company vehicles available to track the extent and movement of the spill. He will also contact Countrymark's second and third nearest maintenance crews, one to proceed to the spill and the other to standby.

The Mgr., Pipeline Maintenance will, if indicated, dispatch additional vacuum trucks and crude oil transports to the leak site. He will then proceed to the spill to assume the Incident Commander role.

Countrymark's Area Foreman (Response Team Leader) of the nearest crew will conduct a brief "tailgate" meeting with all personnel to devise plans how to safely approach spill site, how to contain the oil, how to protect the environment and recover oil spilled.

If applicable, the Area Foreman may direct the installation of a temporary repair clamp to stop line drainage and reducing leak volume to be recovered.

The Area Foreman will determine a recovery site accessible by vacuum trucks and dig recovery trenches to drain oil from the ground

If any situation specific environmentally sensitive area is identified on site, Countrymark's Area Foreman will direct the maintenance crew to construct earthen barriers or use absorbent booms isolate it from the oil.

Fencing the area of the spill may be necessary to prevent wildlife migration to and through the area. Also, with permission, salt and mineral blocks will be located in the vicinity, but away from the leak to short-circuit any attraction by wildlife to area.

Upon arrival at the spill the Mgr., Pipeline Maintenance will assume the Incident Commander role from the initial Area Foreman (Response Team Leader). He will fully assess the extent of the spill and the effectiveness of initial operations and determine what additional resources are required. He will have two additional Countrymark Refining and Logistics maintenance crews (Response Teams), relief truck drivers and other support personnel available for shift work on the spill.

Countrymark's Incident Commander, in conjunction with the Qualified Individual, has the authority to call out any Oil Spill Response Organization or Mutual Assistance Company deemed necessary to supplement Countrymark's Response Teams. Any outside responder would be assigned a part of the clean-up under the direction of Countrymark's Incident Commander.

The second Countrymark Refining and Logistics Response Team will assist the first until the oil recovery is in full operation. Then, they will begin remediation of wildlife or the area as directed by the appropriate agency.

The initial Countrymark Refining and Logistics Response Team will begin spill recovery utilizing vacuum trucks to recover the oil from the recovery trenches.

The oil recovered by the vacuum trucks would be transferred to transport trucks, hauled to the nearest Countrymark Refining and Logistics pipeline station.

Waste such as oily leaves, sticks, vegetation, oil soaked dirt or used clean-up materials removed from the spill site will be disposed at an approved "special handling waste" facility, as permitted through the Indiana Department of Environmental Management. A temporary storage "special handling waste" container is available at the Mt. Vernon maintenance shop. The "special handling waste" hauler can supply additional containers for the recovery site and haul directly from them.

# **Response Plan Section 5** List of Contacts

# A. A list of persons the plan requires the operator to contact.

# U. S. Coast Guard **National Spill Response Center**

Washington, DC 800-424-8802 (24 Hour)

# **Army Corps of Engineers (**if an obstruction to navigation is involved) Kentucky Emergency Response Mission

502-315-6911

# **Emergency Services & Disaster Agency**

110 E. Adams St. Springfield, IL 800-782-7860 (24 Hour) 217-782-7860 (24 Hour) 217-782-2589 (24 Hour Fax)

# **EPA - Burn Permit Engineer**

110 E. Adams St. Springfield, IL 217-782-3637

# **Indiana Utility Regulatory Commission** Office of Pipeline Safety **Director of Pipeline Safety**

317-232-2717 317-460-8399 Emergency Number

# **Indiana Department of Environmental Management** Office of Environmental Response

100 N. Senate Avenue Indianapolis, Indiana 46206-605 Indianapolis (24 hour) 317-233-7745 Emergencies Inside US 888 233 7745

#### **Department for Environmental Protection**

**Environmental Response Center** Frankfort, KY 800-928-2380 (24 hour) 502-564-2380 (24 Hour)

#### B. Qualified Individuals

Keith Symanski **PRIMARY** COUNTRYMARK REFINING AND LOGISTICS 1200 Refinery Road Mt. Vernon, Indiana 47620 (Work) 812-838-8145 (Mobile) 812-455-3716

Randy Carr ALTERNATE
COUNTRYMARK REFINING AND LOGISTICS
1200 Refinery Road
Mt. Vernon, Indiana 47620
(Work) 812-838-8154

(b) (6) (Mobile) 812-455-3316

# C. Insurance Representative

Mark Fetters – Account Executive Wells Fargo Insurance Services Commercial Lines 7400 N. Shadeland Avenue Indianapolis, IN 46142 317-501-1073 Phone

# D. Persons or organizations to notify for activation of response resources.

#### 1.0 General

Keith Symanski – Mgr., PPL Maintenance (QI) (O) 812-838-8145

(M) 812-455-3716

Randy Carr – Mgr., Crude Gathering and Trans. (Alternate QI)

(Ö) 812-838-8154 (b) (H) 812-455-3316

Position Open – Mgr., PPL Operations

(O)

(H)

(M)

Dave Hertzing – Manager of Regulatory Compliance (O) 812-838-8543

(O) 8

812-455-7963

Brad Parker - Land, Legal & ROW Supervisor

(O) 812-838-8504 (b) 812-307-0180

Terry Leek - Measurement & Exchange Supervisor

(O) 812-838-3634 (b)

M) 812-618-8239

Mickey Smith - Pipeline Engineer

(O) <u>812-838-8111</u>

(M)

812-453-8109

Mike Hawkins - Area Foreman

(O) 618-643-3514 (D) 812-455-2366

Dennis Reynolds - Pipeline & Terminals Manager

(O) 317-896-2566 (b) 9 (M) 317-752-4586

Richard Hardy - Pipeline Integrity Manager

(O) 812-838-8505 (b) 812-205-6066

Travis Allen - Corrosion Supervisor

(O) 812-838-8552 (b) 812-205-6050

Jamie Duckworth - Area Foreman

(O) 812-838-8103 (b) 812-455-3519

Kevin Price - Safety Director

(O) 812-838-8148 (M) 812-455-2410

Mike Bratton - Trucking Supervisor

(O) 812-838-8534 (b) 812-453-3193

# E. Local Emergency Responders INDIANA

Indiana County Emergency Management Directors – The following web site lists continually changing contact information:

http://www.in.gov/dhs/files/sanitized\_compact\_directory.pdf

# Posey County



County Sheriff	812-838-1320
State Police (Evansville)	800-852-3970
Police (Mt. Vernon)	812-838-4493
Ambulance	812-838-1318
Hospital (Evansville)	812-450-5000
Fire (County Dispatch)	812-838-4493

# **Gibson County**

# (b) (7)(F)

County Sheriff	812-386-6000
State Police (Evansville)	800-852-3970
Ambulance (County Dispatch)	812-386-6000
Hospital (Princeton)	812-385-3401
Fire (County Dispatch)	812-386-6000

#### **KENTUCKY**

Kentucky County Emergency Management Directors – The following web sites list continually changing contact information: for LEPC's and County Emergency Management Directors

http://kyem.ky.gov/about/lepc.htm
http://kyem.ky.gov/about/countyemdirectors.htm

# Henderson County (Henderson, Smith Mills)

Central Dispatch (Fire, Sheriff, Ambulance, Police) 270-827-8700 Hospital (Henderson) 270-827-7700 State Police (Henderson) 270-826-3312

# Webster County (Blackford, Clay, Dixon, Poole, Providence

Sebree, Slaughters and Wheatcroft)

Central Dispatch (Fire, Sheriff, Ambulance, Police) 270-639-5012 Hospital (Henderson) 270-827-7700 State Police (Madisonville) 270-676-3313

#### **ILLINOIS**

Illinois County Emergency Management Directors – The following web site lists continually changing contact information: for County Emergency Management Directors

# http://www.state.il.us/iema/contacts/contacts.htm

Edwa	2hr	County	(Albian)
Luwai	us	Count	v (Albiali)

Central Dispatch (Fire, Sheriff, Ambulance, Police)	618-445-2721
Hospital (Mt. Carmel)	618-262-8621
State Police (Carmi)	618-382-4606

# Clinton County (Carlyle, Centralia)

Central Dispatch (Fire, Sheriff, Ambulance, Police)	618-5-4555
State Police (Collinsville)	618-346-3990
State Police (Effingham) For Centralia	217-347-2711
State Police (Collinsville) For Carlyle	618-346-3990
Hospital (Centralia)	618-532-6731

# Clay County (Clay City, Flora)

Central Dispatch (Fire, Sheriff, Ambulance, Police)	618-665-3316
Hospital (Flora)	618-662-2131
State Police (Effingham)	217-347-2711

# White County (Carmi, Enfield, Norris City, Grayville)

Central Dispatch (Fire, Sheriff, Ambulance, Police)	618-382-5321
Hospital (Carmi)	618-382-4171
State Police (Carmi)	618-382-4606

# Wayne County (Fairfield, Wayne City)

Central Dispatch (Fire, Sheriff, Ambulance)	618-842-6631
Hospital (Fairfield)	618-842-2611
State Police (Carmi)	318-382-4606

#### **Hamilton County** (McLeansboro)

Central Dispatch (Fire, Sheriff, Ambulance)	618-643-2511
Hospital (McLeansboro)	618-643-2361
State Police (Carmi)	618-382-4606

# Marion County (Salem)

Central Dispatch (Fire, Sheriff, Hospital)	618-548-2141
Ambulance	618-548-2111
State Police (Effingham)	217-347-2711

# Response Plan Section 6 Training Procedures

# A. General Training

Countrymark Refining & Logistics conducts safety/training sessions, planned and coordinated by Kevin Price, Safety Director. These sessions are for operations and maintenance personnel in accordance with 29 CFR Part 1910:

Subpart D Walking/Working Surfaces

Subpart E Means of Egress

**Subpart G** Occupational Health and Environmental Control

Subpart H Hazardous Materials

Subpart I Personal Protective Equipment

Subpart J Environmental Controls
Subpart K Medical Services & First Aid

Subpart L Fire Protection

Subpart N Materials Handling & Storage Subpart Q Welding, Brazing and Cutting

Subpart S Electrical

Subpart Z Toxic and Hazardous Substances

The following areas are given specific attention due to the nature of Countrymark Refining & Logistics business:

Confined Space Training 29 CFR 1910.146(g)

Electrical Safety 29 CFR 1910.332

Fire Protection-Fire Extinguishing Training 29 CFR 1910.157(g)

Welding, Cutting & Brazing - 29 CFR 1910.252

Powered Industrial Trucks – 29 CFR 1910.178(i)

Lockout / Tagout Training 29 CFR 1910.147(c) 7

First line supervisors are trained in First Aid & CPR in accordance with 29 CFR 1910.151(b) & 1910.1030(g) & the American Red Cross.

Some of Countrymark's operations and maintenance personnel have attended Industrial Fire Protection training at Texas A&M University. Countrymark has also sponsored members from the local fire departments that respond to each products terminal on the pipeline.

Countrymark also uses Computer-Based Training (CBT) for continuous training, testing, and refresher training of pipeline operating and maintenance personnel. It is designed to cover most aspects of safety, emergency-response and hazardous materials handling.

Current core CBT training modules include the following topics.

Corrosion Principles and Prevention
DOT Part 195 -Codes Regulations
Excavations
First Aid
Hazard Communication
Hazard Identification and Compensation
Line Pipe Fundamentals
Lock Out/Tag Out – Affected
Lock Out/Tag Out - Authorized
Petroleum Products: Refining & Properties
Petroleum Products: Safe Handling & Storage
Pipeline Maintenance Practices
Welding Procedures and Practices

#### B. Hazwoper Training

Countrymark has ongoing training for appropriate supervisors and select personnel as required by 29 CFR 1910.120(q) to the Hazwoper 24 hr Technician Level Training. This training is coordinated and or assigned by Safety Director Kevin Price. Required 8 hr refresher training sessions will be given annually.

# C. Response Training

Once each year Countrymark supervisors shall review the OPA-90 response plan "Information Summary" and all other required information listed in 49CFR194.117 with his employees. He shall affirm that they understand the information and send documentation indicating the completion of this training in the form of a completed Certification of Training to the safety director for his records.

The training shall consist of a curriculum that ensures:

That all personnel know:

Their responsibilities under the response plan,

(Notification, Evacuation, Shut Down, Containment & Assist in Clean-up)

That the name and address of, and the procedure for contacting, Countrymark on a 24-hour basis is:

Countrymark Refining & Logistics, LLC, 1200 Refinery Rd.,

Mt. Vorney, Indiana 47620 1 212 838 8176

Mt. Vernon, Indiana 47620 1-812-838-8176 Dispatch 24 Hour Phone #

That the name of, and procedures for contacting, the qualified individual on a 24-hour basis is:

Keith Symanski @ (Work) 812-838-8145 (Mobile) 812-455-3716

1-812-838-8176 Dispatch

Randy Carr @ (Work) 812-838-8154

(Mobile) 812-455-3316 1-812-838-8176 Dispatch

That reporting personnel know:

The content of the information summary of the response plan (Pg 4 through 9 of the Emergency Response Plan

The toll-free telephone number of the National Response Center is (1-800-424-8802)

The notification process (Pg 10 through 19 of the Emergency Response Plan)

That personnel engaged in response activities know:

The characteristics and hazards of the oil discharged (reviews MSDS sheets)

The conditions that are likely to worsen emergencies (Product Releases, Fires or Explosions or Civilians in Hazardous Areas)

The consequences of facility malfunctions (Product Releases, Fires or Explosions)

The corrective actions required (Notification, Evacuation, Shut Down, Containment & Assist in Clean-up)

The steps necessary to control any accidental discharge of oil (Notification, Evacuation, Shut Down, Containment & Assist in Clean-up)

The steps to minimize the potential for fire, explosion, toxicity, or environmental damage (Shut Down, Contain, Remove Ignition Sources, Clean-up Product)

The proper firefighting procedures and use of equipment, fire suits, and breathing apparatus

(Firefighting procedures and equipment usage as taught in Countrymark HAZWOPER/OSHA Safety Training)

Countrymark shall maintain a training record for each individual that has been trained as required by this section. These records are maintained in the following manner as long as the individual is assigned duties under the response plan:

Records for Countrymark personnel are maintained at Countrymark offices at 1200 Refinery Rd., Mt. Vernon, IN

Records for personnel engaged in response, other than Countrymark personnel, shall be maintained by the agency or company employing the personnel.

Countrymark ensures that all response personnel are trained to meet the Occupational Safety and Health Administration (OSHA) standards for emergency response operations in 29 CFR 1910.120, including volunteers or casual laborers employed during a response, who are subject to those standards pursuant to 40 CFR part 311.

# Personnel Response Training Logs

Training records, are retained in the training files located in the Countrymark Offices at 1200 Refinery Road, Mt. Vernon, Indiana. Training records for individuals will be maintained for as long as the individual has duties assigned under the response plan.

These training records include, the name of the trainer and/or training module; date of training; topics covered; and a sign-in sheet of all attendees if the training was instructor led.

Documentation of CBT training is retained in the computer until downloaded and then will be retained in the Mt. Vernon Personnel Office.

Countrymark Refining & Logistics requires response contractors to maintain their training records for individuals as long as the individual has duties assigned under the response plan.

Medical records are retained in the Personnel Office at 1200 Refinery Road, Mt. Vernon, Indiana. Medical records will be maintained for the term of employment, plus 30 years, as mandated by 29 CFR 1910.20(d)(i).

# Response Plan Section 7 Drill Procedures

# A. Purpose

To comply with various regulations pertaining to emergency response plans, drills and exercises shall be conducted to verify the adequacy of response plans. This program will ensure consistency throughout the company by following the national Preparedness for Response Exercise Program (PREP), which requires all components of the plan to be exercised over a three-year period.

### **B.** Design of Exercise

To receive the maximum benefit from the exercise, the scenario must be probable for the facility exercised and adequately simulate a potential incident and potential variations that could be expected in the response. When designing the spill scenario, the product discharged and source must be consistent with the operations associated with the facility and simulated weather conditions shall be consistent with those possible for the area.

The design team (Environmental Director and Pipeline Integrity Manager) must decide whether the exercise will be announced or unannounced, based on the objectives desired.

All internal exercises shall be evaluated and certified by the Qualified Individual.

Components of the plan to be tested over the three-year period shall include:

- Notifications
- Staff mobilization
- Ability to operate within the response management system
- Discharge assessment, control and containment
- Recovery of spilled material
- Protection of economically/environmentally sensitive areas
- Disposal of recovered product
- Communications
- Transportation
- Personnel Support
- Equipment Support
- Equipment maintenance and support
- Procurement
- Documentation

# C. Facility Drills

It shall be the responsibility of the Pipeline's Qualified Individual (QI) to oversee the development of the specific scenario, schedule, and the completion of appropriate documentation, including evaluation, upon completion of the drill.

One of the annual drills each year will be unannounced to further test readiness Countrymark Refining and Logistics will conduct announced and/or unannounced drills of the following type and schedule:

# 1.0 Equipment Testing (Annually)

The leak/spill response trailers will be checked and inventoried annually to make sure all necessary equipment is on hand and in proper working order. Visual inspections will be made on absorbent booms. Equipment, such as generators, water pumps and outboard motors will be started to make sure they are operational. If any item is missing or not working properly it will be replaced or repaired.

All accessory equipment such as generators, water pumps, outboard motors and etc., that are not used during the normal work day will be tested to be sure they are operational. If an item is found not to be operational it will be repaired or replaced.

#### 2.0 Notification Drills (Quarterly)

Incident Command Staff (Response Team Leaders and Above) and qualified individual notification drills shall be conducted quarterly. Credit for this drill shall be taken when conducted along with other drills as long as all objectives are met and proper documentation is kept. Similarly, credit shall be taken following an actual spill response when these objectives are met and proper documentation is kept.

#### 3.0 Incident Command Staff Exercise (Annually)

An Incident Command Staff exercise shall be conducted to test the organization, communication and decision making that will be encountered in managing a spill response.

It shall be the responsibility of the QI to oversee the design and initiation of an annual tabletop drill for the Incident Command Staff. One of the Incident Command Staff exercises, in the three-year period, shall be for a worst-case Discharge scenario.

The schedule for the Incident Command Staff exercise and appropriate documentation, including evaluation, shall be under the responsibility of the QI.

# 4.0 Equipment Deployment (Annually)

This drill requires that response equipment identified in a response plan be deployed and operated within its intended operating environment and that personnel responsible for operating it are capable of doing so.

**Spill Cleanup Contractors** - It shall be the Operations Section Chief's responsibility to verify that the spill cleanup contractors listed deploy and operate their response equipment in the proper environment and provide the necessary documentation that this has been accomplished. Only a representative sample of each type of equipment need be deployed and operated, as long as the remainder is included in a comprehensive training and maintenance program. Credit during training will be given. At a minimum, 1000 feet of each type of boom in inventory and one of each type of skimming system must be deployed and operated on an annual basis.

Countrymark Equipment - Spill response equipment identified in the zone response plan shall be deployed and tested annually. Only a representative sample of this equipment need to be deployed and operated to the amount necessary to respond to an average operational spill, i.e. 50 bbls or less, for that zone. Countrymark Refining and Logistics' spill response equipment, whether it be personnel protective equipment, fire extinguishers, vacuum trucks, bulldozers, etc., shall be subject to regularly scheduled maintenance, inspection and testing procedures by qualified personnel to ensure they remain in proper operating condition at all times. Any equipment found to be defective or inoperable shall be promptly scheduled for repair or replacement.

Credit for this drill shall be taken when conducted along with other drills as long as all objectives are met and proper documentation is kept. Similarly, credit can be taken following an actual spill response when these objectives are met and proper documentation is kept.

### **5.0 Major Exercise (Once Every Three Years)**

Every 3 years, Countrymark shall conduct a major exercise. This exercise shall be conducted to test the company's ability to respond and manage a worst-case discharge scenario by activating Company response teams.

The design and scheduling of this Countrymark Refining and Logistics major exercise shall be the responsibility of the QI.

#### D. Documentation of Drills

A record of each drill conducted shall be forwarded to the QI. This record will document the type of drill staged, the objectives met, an evaluation of the drill, and all company/contract participating personnel.

A record of drill occurrence and type shall be maintained at Countrymark Refining and Logistics' Mt. Vernon, Indiana office. Records in this log will be maintained for a minimum of three (3) years. This log must be readily accessible for inspection by any appropriate federal and state agency.

# E. Certification

Each drill shall be reviewed by the QI to certify that it has met the criteria as described in this section and properly documented with drill documentation records.

# Response Plan Section 8 Response Plan Review & Update Procedures

# A. Periodic Review

Countrymark Refining and Logistics will review and resubmit this response plan at least every five years from the last approval date. If modifications of the plan are necessary due to changes of operating conditions or information, the entire plan will be resubmitted to PHMSA within 30 days of making such change.

#### B. Substantial Change Review

If a new or different operating condition or information would substantially affect the implementation of a response plan, the Countrymark Refining and Logistics would immediately modify its response plan to address such a change and, within thirty 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 response plan are:

- (1) An extension of the existing pipeline or construction of a new pipeline not covered by the previously approved plan.
- (2) Relocation or replacement of the pipeline in a way that substantially affects the information included in the response plan, such as a change to the worst-case discharge volume.
- (3) The type of oil transported, if the type affects the required response resources, such as a change from crude oil to gasoline.
- (4) The name of the spill removal organization.
- (5) Emergency response procedures.
- (6) The qualified individual.
- (7) A change in the NCP or an ACP that has significant impact on the equipment appropriate for response activities.
- (8) Any other information relating to circumstances that may affect full implementation of the plan.
- (9) A change in ownership of a pipeline or gathering system.

# C. Procedures to review the plan after a Worst-Case Discharge and to evaluate and record the plan's effectiveness.

- 1. Review all information from worst-case discharge
- 2. Review performance of personnel
- 3. Make corrections to response plan as necessary
- 4. Send corrections to PHMSA for approval

# D. Procedures to review the plan after an incident and to evaluate and record the plan's effectiveness. (Post - Incident)

- 1. Review all information from the drill exercise
- 2. Review performance of personnel
- 3. Make corrections to response plan as necessary
- 4. Send corrections to PHMSA for approval

# E. Procedures to review the plan after a drill exercise and to evaluate and record the plan's effectiveness. (Post - Drill)

- 1. Review all information from the drill exercise
- 2. Review performance of personnel
- 3. Make corrections to response plan as necessary
- 4. Send corrections to PHMSA for approval

# Response Plan Section 9 Response Zone Appendices

# A. The Qualified Individuals (available on a 24 hour basis)

Keith Symanski @ (Work) 812-838-8145

(Mobile) 812-455-3716 1-812-838-8176 Dispatch

Randy Carr @ (Work) 812-838-8154

(b) (6) (Mobile) 812-455-3316 1-812-838-8176 Dispatch

# **B. Notification Procedures**

### B(a) Notification Requirements

#### 1.0 FEDERAL REQUIREMENTS

Each written report required by this subpart must be made to the Information Resources Manager, Office of Pipeline Safety, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, S.E., Washington, DC 20590. However, accident reports for intrastate pipelines subject to the jurisdiction of a State agency pursuant to a certification under the pipeline safety laws (49 U.S.C. 60101 *et seq.*) may be submitted in duplicate to that State agency if the regulations of that agency require submission of these reports and provide for further transmittal of one copy within 10 days of receipt to the Information Resources Manager.

Each telephonic report will be made immediately to:

U. S. Coast Guard National Spill Response Center Washington, DC 800-424-8802 and/or 202-267-2675 (24 Hour Numbers)

#### Written Report Required:

An accident that is required to be reported as a written report shall as soon as practicable, but not later than 30 days after discovery of the accident, prepare and file electronically an accident report on DOT Form 7000–1, or a facsimile.

Whenever any changes in the information reported or additions to the original report on DOT Form 7000–1 are received, Countrymark shall file a supplemental report within 30 days.

An accident report is required for each failure in a pipeline system subject to this part in which there is a release of the hazardous liquid or carbon dioxide transported resulting in any of the following:

- (a) Explosion or fire not intentionally set by the operator.
- (b) Release of 5 gallons (19 liters) or more of hazardous liquid or carbon dioxide, except that no report is required for a release of less than 5 barrels (0.8 cubic meters) resulting from a pipeline maintenance activity if the release is:

- (1) Not otherwise reportable under this section;
- (2) Not one described in §195.52(a)(4);
- (3) Confined to company property or pipeline right-of-way; and
- (4) Cleaned up promptly;
- (c) Death of any person;
- (d) Personal injury necessitating hospitalization;
- (e) Estimated property damage, including cost of clean-up and recovery, value of lost product, and damage to the property of the operator or others, or both, exceeding \$50,000.

#### **Telephonic Report Required:**

- (a) Immediately following discovery of a release of the hazardous liquid or carbon dioxide transported resulting in an event described in §195.50, the operator of the system shall give notice to the National Response Center, in accordance with paragraph (b) of this section, of any failure that:
- (1) Caused a death or a personal injury requiring hospitalization;
- (2) Resulted in either a fire or explosion not intentionally set by the operator;
- (3) Caused estimated property damage, including cost of cleanup and recovery, value of lost product, and damage to the property of the operator or others, or both, exceeding \$50,000;
- (4) Resulted in pollution of any stream, river, lake, reservoir, or other similar body of water that violated applicable water quality standards, caused a discoloration of the surface of the water or adjoining shoreline, or deposited a sludge or emulsion beneath the surface of the water or upon adjoining shorelines; or
- (5) In the judgment of the operator was significant even though it did not meet the criteria of any other paragraph of this section.
- (b) Reports made under paragraph (a) of this section are made to the National Response Center by the operator immediately by telephone to 800–424–8802.

This center will contact the appropriate federal agency including Coast Guard, DOT, and/or EPA.

**Army Corps of Engineers**Kentucky Emergency Response Mission 502-315-6911

Contact if an obstruction to navigation or dredging activity is present or anticipated.

# **ASSOCIATED NON-EMERGENCY PHONE NUMBERS**

#### US EPA - Region V (IL, IN)

Chicago, IL 60606 312-353-2318

# US EPA - Region IV (KY)

Atlanta, GA 30309 404-562-8700 (24 hour)

#### **US Coast Guard**

Sector Ohio Valley 24-Hour Emergency 800-253-7465

#### **US Coast Guard**

Louisville, KY Sector Ohio Valley 502-779-5400

#### 2.0 STATE OF ILLINOIS REQUIREMENTS

# **Emergency Services & Disaster Agency**

110 E. Adams St. Springfield, IL 800-782-7860 (24 Hour) 217-782-7860 (24 Hour) 217-782-2589 (24 Hour Fax)

Any release of crude oil that meets any of the following criteria must be reported:

- a member of the general public is killed;
- a member of the general public receives injuries requiring hospitalization;
- an authorized official of an emergency agency recommends evacuation of an area by the general public;
- a motor vehicle has overturned on a public highway;
- fire, breakage, release or suspected contamination occurs involving an etiologic agent; or
- any release of oil which meets the reporting requirements in EPA regulations at 40 CFR 110;
  - violates water quality standards or;
  - causes a sheen on water surface. shore line or a sludge deposit below water surface;

This agency will contact the appropriate state agency including Department of Mines and Minerals, and/or Illinois EPA.

#### **ASSOCIATED NON-EMERGENCY PHONE NUMBERS**

**EPA Emergency Response Center Burn Permit**Bud Ridgewater
217-782-3637

**Dept. of Mines and Minerals (Oil & Gas Division)** Springfield, IL

217-782-7756

Al Claybourne - Acting District Supervisor

Springfield, Illinois Office: 217-782-1689

**Harlin Dozier - District Manager** 

Carmi, Illinois

Office: 618-382-3150 Mobile: 618-838-5945

Alan Whitler - District Manager

Centralia, Illinois Office: 618-533-8979 Mobile: 618-237-7338

For all local emergency responder's telephone numbers see Response Plan Section 5 (Tab 5), Topic E. "Local Emergency Responders" in this manual.

# 3.0 STATE OF INDIANA REQUIREMENTS

Indiana Utility Regulatory Commission Office of Pipeline Safety Director of Pipeline Safety 317-232-2717 317-460-8399 Emergency Number

# Indiana Department of Environmental Management Office of Environmental Response

100 N. Senate Avenue Indianapolis, Indiana 46206-605

Indianapolis (24 hour) 317-233-7745 Emergencies Inside US 888 233 7745

Any release of crude oil that meets any of the following criteria must be reported:

- (1) Spills that damage the waters of the state so as to cause death or acute injury or illness to humans or animals.
- (2) Spills from a facility that has been notified in writing by a water utility that it is located in a delineated public water supply wellhead protection area as approved by the department under 327 IAC 8-4.1 that are:
  - (A) spills of hazardous substances or extremely hazardous substances when the amount spilled exceeds one hundred (100) pounds or the reportable quantity, whichever is less;
  - (B) spills of petroleum when the amount spilled exceeds fifty-five (55) gallons; or
  - (C) spills of objectionable substances as defined in section 4(11) of this rule.

- (3) Spills that damage waters of the state and that:
  - (A) are located within fifty (50) feet of a known private drinking water well located beyond the facility property boundary; or
  - (B) are located within one hundred (100) yards of:
    - (i) any high quality water designated as an outstanding state resource pursuant to 327 IAC 2-1-2(3), excluding Lake Michigan;
    - (ii) any water designated as exceptional use pursuant to 327 IAC 2-13(a)(6) [sic., 327 IAC 2-1-3(a)(6)] and 327 IAC 2-1-11(b);
    - (iii) any water designated as capable of supporting a salmonid fishery pursuant to 327 IAC 2-1-6(c)(1), except Lake Michigan; or
    - (iv) any water that is a fish hatchery, fish and wildlife area, nature preserve, or recreational water owned by the department of natural resources or the federal government.
- (4) For any spill which does not meet the criteria in subdivisions (1) through (3), the following must be reported:
  - (A) Spills to surface waters:
    - (i) spills of hazardous substances or extremely hazardous substances when the amount spilled exceeds one hundred (100) pounds or the reportable quantity, whichever is less:
    - (ii) spills of petroleum of such quantity as to cause a sheen upon the waters; or
    - (iii) spills of objectionable substances as defined in section 4(11) of this rule.
  - (B) Spills to soil beyond the facility boundary:
    - (i) spills of hazardous substances or extremely hazardous substances when the amount spilled exceeds one hundred (100) pounds or the reportable quantity, whichever is less:
    - (ii) spills of petroleum when the amount spilled exceeds fifty-five (55) gallons; or
    - (iii) spills of objectionable substances as defined in section 4(11) of this rule.
  - (C) Spills to soil within the facility boundary:
    - (i) spills of hazardous substances or extremely hazardous substances when the amount spilled exceeds the reportable quantity:
    - (ii) spills of petroleum when the spilled amount exceeds one thousand (1,000) gallons; or
    - (iii) spills of objectionable substances as defined in section 4(11) of this rule.
- (5) Any spill for which a spill response has not been done.

#### ASSOCIATED NON-EMERGENCY PHONE NUMBERS

Bureau of Mines and Minerals (Division of Gas & Oil) Indianapolis, IN 317-232-4055

\* CALL FIRST (If not available, call County inspectors).

Posey County EMA (Larry Robb)

812-838-1320

IDEM (burn permit) (Pat Powlen)

317-695-6439

# 4.0 COMMONWEALTH OF KENTUCKY REQUIREMENTS

# **Department for Environmental Protection**

Environmental Response Center Frankfort, KY 800-928-2380 (24 hour) 502-564-2380 (24 Hour)

Any release of crude oil that meets any of the following criteria must be reported:

Reportable quantities are 25 gallons or more of a petroleum product within a 24-hour period and 75 gallons or more of diesel fuel in a 24-hour period or any amount that creates a visible sheen on surface waters.

This agency will contact any other appropriate state agency.

### **ASSOCIATED NON-EMERGENCY PHONE NUMBERS**

#### **Division of Water Quality**

Madisonville District Office 270-824-7529 Frankfort Central Office 502-564-3410

# **Division of Air Quality**

Owensboro District Office 270-687-7304 Frankfort Central Office 502-573-3382

# Kentucky Department of Conservation - Fish & Wildlife Resources Division Frankfort, KY -

Inside Kentucky Dial 800-252-5378

Outside Kentucky Dial 800-858-1549 Dispatch - ask to be transferred to the Department

of Conservation

# 5.0 COUNTRYMARK REFINING AND LOGISTICS NOTIFICATION

All persons listed may be notified by operating personnel, maintenance personnel or others on this list, using telephone, FM radio or mobile telephones, as the situation dictates:

#### (a.) General

Keith Symanski – Mgr., PPL Maintenance (QI)

(O) 812-838-8145 (M) 812-455-3716

Randy Carr – Mgr., Crude Gathering and Trans. (QI)

(O) 812-838-8154



Position Open – Mgr., PPL Operations

(O)

(H)

(M)

Dave Hertzing - Manager of Regulatory Compliance

(O) 812-838-8543 (b) 812-455-7963 Brad Parker - Land, Legal & ROW Supervisor

(O)

812-838-8504

812-307-0180

Terry Leek - Measurement & Exchange Supervisor

(O)

812-838-3634



812-618-8239

Mickey Smith - Pipeline Engineer

(O)

812-838-8111



812-453-8109

Mike Hawkins - Area Foreman

(O)

618-613-3514



812-455-2366

Dennis Reynolds - Pipeline & Terminals Manager

(O)

317-896-2566



317-752-4586

Richard Hardy - Pipeline Integrity Manager

(O)

812-838-8505



812-205-6066

Travis Allen – Corrosion Supervisor

(O)

812-838-8552



812-205-6050

Jamie Duckworth - Area Foreman

(O)

812-838-8103

812-455-3519

Kevin Price - Safety Director

(O)

812-838-8148

(M)

812-455-2410

Mike Bratton - Trucking Supervisor

(O)

812-838-8534

812-453-3193

### (b.) Notification of Qualified Individuals

#### FIRST RESPONDER

Whenever an emergency situation is suspected, it is the responsibility of all Countrymark personnel to alert their immediate supervisors. In the absence of the next level of Countrymark supervision/management, Countrymark personnel are expected to assume that position in the notification of organization. The next level of supervision or management should be contacted in the absence of the immediate supervisor or manager. If the Manager Pipeline Maintenance (QI) cannot be reached, the Manager Crude Gathering and Transportation (QI) should be notified.

### **Manager Pipeline Maintenance**

The Manager Pipeline Maintenance (QI) should determine the severity of the situation and notify the Manager Crude Gathering and Transportation (QI). The Manager Crude Gathering and Transportation (QI) should be notified immediately to terminate operation if the situation requires.

### **B. Notification Checklist**

The following pages are the notification checklist and follow-up reporting checklist for spill notification:

### **NOTIFICATION FORM**

REPORT THE FOLLOWING INFORMATION TO THE US COAST GUARD NATIONAL RESPONSE CENTER, TO ANY STATE AND LOCAL AGENCIES AS REQUIRED, AND, TO PIPELINE MANAGEMENT.

I AM REPORTIN	IG A SPILL:
1. Date and Time (b), report as follow	e: Depending on whether the spill was witnessed (a) or detected after it occurred ows:
a	IT OCCURRED AT ON time date
b	ON time date
	oill: This information should be given in sufficient detail to permit the agency to n a map and to send someone to the scene.
THE SOURCE C	OF THE SPILL IS:
(or unknown) LO	CATED AT
	oill: This information should be given, if known. If a cause has not been be reported on the follow-up.
REASON FOR T	THE SPILL IS:
occurred (a) and	ted or Threatened by Spill: Name of the water body(s) into which either the spill for is threatening (b). If the spill is into one water body which flows into another may be affected, give both again specifying whether it occurred (a) or may
a	THE SPILL MATERIAL HAS ENTERED
b	THE SPILLED MATERIAL IS FLOWING TOWARD
c. WEATHER C	ONDITIONS AT/ON SCENE

# NOTIFICATION FORM page 2

5. Type and Q	uantity of Material Spilled: Be as detailed	l as possible wi	thout guessing.
THE SPILLED	MATERIAL IS:		
a	UNKNOWN		
b	(quantity if known)		
C	LESS THAN (where contain spilled.)	ner size is know	n but has not
THE SPILL IS:			
a	STOPPED		
b	CONTINUING RATE OF FLOW IS:	a	UNKNOWN
		b	
	QUANTITY REMAINING IS:	a	UNKNOWN
		b	
6. Actions Take	en, Underway and Planned:		
WE HAVE			
WE PLAN TO			
(If a contractor	is being called in:)		
WE ARE CALL TO ASSIST TH	ING IN IE OPERATION.		
7. Name and 0 agency can cal	Contact of Reporter: It is important to pro I back.	vide a telephon	e number where the
MY NAME IS			
I AM WITH	·		
WE CAN BE R	EACHED FOR FURTHER INFORMATIO	ON AT	
NOTE ANY CO	MMENTS MADE BY AGENCY:		
REPORT	NUMBER (assigned by agency)		

### **FOLLOW-UP NOTIFICATION FORM**

This form should be filled out and the information given to Federal, State and local agencies as clean-up of the spill progresses.

NAME OF PIPELINE
TIME OF DISCHARGE
LOCATION OF DISCHARGE
NAME OF OIL INVOLVED
REASON FOR DISCHARGE
ESTIMATED VOLUME OF OIL DISCHARGED
WEATHER CONDITIONS ON SCENE
ACTIONS TAKEN BY PERSONS ON SCENE
ACTIONS PLANNED BY PERSONS ON SCENE

### C. Spill detection and mitigation procedures

C(a). Methods of initial discharge detection:



- 4. These systems are patrolled by air on a regular basis for early leak detection and right-of-way encroachments. Early detection of right-of-way encroachments and adjacent construction is most helpful in the prevention of outside damage to pipelines.
- 5. Line markers, with 24-hour phone numbers, are placed strategically along the pipeline routes to assist landowners, farmers and hunters in reporting a leak, and reducing response time.
- 6. In the event of a pipeline emergency the Mgr. PPL Maintenance will dispatch the nearest crew to the suspected leak site. The Mgr. PPL Maintenance will not attempt to search for the leak himself, but instead will remain in a position of overall supervision of the notification and response operation.

### C (b). Response Procedures to Mitigate and Clean-up

Proper actions taken during the early stages of response are crucial in preventing the situation from becoming a major incident. It is important that all personnel know what to do, to mitigate the spill damage and facilitate clean up. Initial response will be most effective if performed in the following order:

- Shutdown pipeline
- Locate source of spill
- Isolate leak by closing valves
- Contain the product, prevent flow into adjoining water courses
- Eliminate any possible sources of ignition
- Install temporary repair clamp
- Begin clean up

# D. Name, address, and telephone number of Countrymark oil spill contacts and response organizations.

 Mike Hawkins
 618-643-3514 (W)

 Keith Symanski
 812-838-8145 (W)

 Dennis Reynolds
 317-896-2566 (W)

 Jamie Duckworth
 812-838-8103 (W)

 (b) (6)

 812-455-3716 (C)

 (b) (6)

 812-455-3716 (C)

### Heritage Environmental Services, LLC

7901 W. Morris St. 800-487-7455 (24 hr) Indianapolis, IN 46231 317-243-0811 (24 hr) Louisville, Ky. 502-473-0638 (24 hr)

Set Environmental, Inc.

510 South Park Dr. 800-831-1971 (24hr)
Mooresville, IN 46158 317-291-3972 (24 hr)
888-322-3374 (24 hr)

**Summit Environmental Services Inc.** 

2125 Glenview Drive 812-421-1744

Evansville, IN 47720 877-421-1744 (24 hr)

### E. Response activities and response resources for the Response Zone.

### **Response Strategies**

The Mgr. PPL Maintenance or other responsible person would:

- Dispatch the nearest Maintenance Crew (Response Team) to the spill. This crew would typically consist of an Area Foreman (Response Team Leader), a 4 - 6 person crew, a backhoe, and 4 - 6 support trucks.
- 2. Dispatch a spill response trailer from Mt. Vernon utilizing the available qualified personnel.
- 3. Contact other Maintenance Crews (Response Teams) to standby.
- 4. Dispatch aerial services and company vehicles available to track the extent and movement of the spill.
- 5. Dispatch additional vacuum trucks and crude oil transports to the leak site for temporary storage and transport of recovered product and oily water.
- 6. Proceed to the spill to assume the Incident Commander role.
- 7. Assess the situation and determine if additional resources are required.

### The Response Team Leader would:

- 1. Close block valves upstream and downstream from the leak to stop the flow of product (unless previously closed by the First Responder).
- 2. The Response Team Leader will assume the role of Incident Commander and will conduct a brief "tail gate" meeting with all personnel to devise plans of how to safely approach spill site, do repair work, how to contain the product, how to protect the environment, recover product spilled and dispose of oil recovered.
- 3. Deploy containment booms and install temporary dams to contain the spill.

- 4. Install temporary repair clamp to stop line drainage, if possible.
- 5. Begin spill recovery utilizing vacuum trucks at the most effective location determined by the Incident Commander, the Operations Section Chief and the Response Team Leader.
- 6. Begin washing down and removing from the site oily leaves, sticks, and vegetation.
- 7. Begin wildlife remediation if necessary

### **Disposal of Recovered Materials**

All product recovered would go to the nearest pipeline terminal for return transportation to our refinery.

Waste such as oily leaves, sticks, and vegetation removed from the spill site would be disposed at an approved "special waste" facility. Disposal of this "special waste" is permitted through the Indiana Department of Environmental Management.

### On Scene Response Tier Times

Countrymark Refining and Logistics bases it Response Tier level as "all other areas" because our pipelines have a nominal outside diameter of 8" or less. Countrymark will be able to respond to worst-case spills in adverse weather conditions in keeping with the following tier times:

**Tier I** In the first 12 hours the initial response team will:

- 1. Close block valves upstream and downstream from the leak to stop the flow of product (unless previously closed by the First Responder).
- 2. Deploy containment booms and install temporary dams to contain the spill.
- 3. Install temporary repair clamp to stop line drainage, if possible.
- 4. Begin spill recovery utilizing vacuum trucks at the most effective location determined by the Incident Commander and the Operations Section Chief.

**Tier II** By 36 hours a second response team will:

- 1. Deploy additional containment booms and absorbent materials to prevent any further dispersing.
- 2. Begin washing down and removing from the site oily leaves, sticks, and vegetation.
- 3. Continue spill recovery activities utilizing vacuum trucks

**Tier III** By 60 hours a third response team will:

- 1. Continue spill recovery activities utilizing vacuum trucks
- 2. Begin full clean-up operations
- 3. Begin wildlife remediation if necessary

### **Response Resources**

### 1.0 Equipment and Supplies to Sustain Spill Response and Clean-up Activities

Countrymark Refining and Logistics has enough equipment and supplies to operate at this level for seven days or more. Local suppliers are stocked to cover short-term resupply problems and they can be resupplied by airfreight if necessary. If conditions warrant, contract equipment will be called in to relieve the situation until clean up is completed.

# Mt. Vernon, Indiana RIVERDOCK

### SKIMMERS

Type & Quantity: CRUCIAL (Pneumatic) Drum Skimmer, (1)
Owned By: Facility, CO-OPX, or OSRO
Model: <u>1D18P-48</u> Year: 2003 Operational Status: Good
Capacity: 50 gal./min.
Daily Effective Recovery Rate: 343 bbls/day
Storage Location: Storage container @ River Terminal
Date Fuel Last Changed: N/A
Type & Quantity: ACME Skimming Weir, (1)
Owned By: Facility, CO-OPX, or OSRO
Model: FSV-39 Year: 1974 Operational Status: Good
Capacity: 59 gal./min.
Daily Effective Recovery Rate: 405 bbls/day
Storage Location: Storage Tank @ River Terminal
Date Fuel Last Changed: N/A
Type & Quantity: ACME Floating Saucer Skimmer (1)
Owned By: Facility, CO-OP <u>X</u> , or OSRO
Model: FS400ASK-39TG-4
Year: 1974
Operational Status: <u>Good</u>
Capacity: 300 gal./min.
Daily Effective Recovery Rate: 2,057 bbls/day
Storage Location: Storage Tank @ River Terminal
Date Fuel Last Changed: <u>Drained</u>
PUMPS
Type & Quantity: Sandpiper 2" air diaphragm pump, (1)
Owned By: Facility <u>X</u> , CO-OP , or OSRO
Model: SA@-A
Year: 2006 Operational Status: Good
Capacity: 140 gal./min.
Daily Effective Recovery Rate: 960 bbls/day
Storage Location: Storage container @ River Terminal
Date Fuel Last Changed: N/A

```
Type & Quantity: Marathon 1" air diaphragm pump, (1)
Owned By: Facility ___X___, CO-OP _____, or OSRO _
Model: MP03M
Year: Unknown
Operational Status: Good
Capacity: 42 gal./min.
Daily Effective Recovery Rate: 288 bbls/day
Storage Location: Storage Container @ River Terminal
Date Fuel Last Changed: N/A
Type & Quantity: Viking 2" gear pump w/5HP electric motor (1)
Owned By: Facility X____, CO-OP _____, or OSRO ___
Model: KK 32
Year: 2005
Operational Status: Good
Capacity: 50 gal./min.
Daily Effective Recovery Rate: 343 bbls/day
Storage Location: On Dock @ River Terminal
Date Fuel Last Changed: N/A
Type & Quantity: Viking 2" gear pump w/7.5HP electric motor (1)
Owned By: Facility ___X___, CO-OP ____, or OSRO _____
Model: L 124A
Year: 2007
Operational Status: Good
Capacity: 135 gal./min.
Daily Effective Recovery Rate: 926 bbls/day
Storage Location: On Dock @ River Terminal
Date Fuel Last Changed: N/A
BOOM
Type & Quantity: Solid Flotation Containment Boom, (600')
Owned By: Facility ___X___, CO-OP _____, or OSRO
Model: Price Darnall Year: Unknown
Storage Location: On Dock @ River Terminal
Operational Status: Good
Size (Length): 4" Float x 4" Skirt, (5) 100' Lengths, (2) 50' Lengths
Containment Area: 50,930 Sq. Ft.
Type & Quantity: Solid Flotation Containment Boom, (200')
Owned By: Facility ___X___, CO-OP ____, or OSRO ____
Model: Price Darnall Year: Unknown
Storage Location: Storage Tank @ River Terminal
Operational Status: Good
Size (Length): 11" Float x 11" Skirt, (1) 100' Length (2) 50' Lengths
Containment Area: 11,673 Sq. Ft.
Type & Quantity: Solid Flotation Containment Boom, (400')
Owned By: Facility _____, CO-OP ___X___, or OSRO ____
Model: Unknown Year: Unknown (Donated by Marathon)
Storage Location: Response trailer @ River Terminal
Operational Status: Good
Size (Length): 6" Float x 6" Skirt, (4) 100' Lengths,
Containment Area: 28,647 Sq. Ft.
```

Type & Quantity: Solid Flotation Containment Boom, (500') Owned By: Facility \_\_\_\_\_, CO-OP \_\_\_X\_\_\_, or OSRO \_\_\_\_ Model: MaxiMax Year: 2011
Storage Location: Boom Reel trailer @ River Terminal Operational Status: Good Size (Length): 10" Float x 20" Skirt, (10) 100' Containment Area: 566,025 Sq. Ft. Type & Quantity: Solid Flotation Containment Boom, (500') Owned By Facility \_\_\_\_\_, CO-OP \_\_X\_\_, or OSRO \_\_ Model: MaxiMax Year: 2011 Storage Location: (#2) Boom Reel Trailer @ River Terminal Operational Status: Good Size: (Length): 10" Float x 20" Skirt, (5) 100' Containment Area: 1,790 Sq. Ft. Type & Quantity: Solid Flotation Containment Boom, (100') Owned By: Facility \_\_\_\_\_, CO-OP \_\_\_X\_\_\_, or OSRO \_\_\_\_ Model: ACME Year: Unknown Storage Location: Storage Tank @ River Terminal Operational Status: Fair Size (Length): 6" Float x 6" Skirt,(1) 100' Length Containment Area: 1,790 Sq. Ft. Type & Quantity: Solid Flotation Containment Boom, (400') Owned By: Facility \_\_\_\_\_, CO-OP \_\_\_X\_\_\_, or OSRO \_\_\_\_ Model: ACME Year: Unknown Storage Location: Storage shed @ refinery Operational Status: Fair Size (Length): 6" Float x 6" Skirt,(1) 100' Length Containment Area: 28,647 Sq. Ft. Type & Quantity: Solid Flotation Containment Boom, (200') Owned By: Facility \_\_\_\_\_, CO-OP \_\_\_X\_\_\_, or OSRO \_ Model: ABASCO Year: 1997 Storage Location: Storage shed @ Refinery Operational Status: Fair Size (Length): 6" Float x 6" Skirt, (4) 100' Lengths Containment Area: 7,162 Sq. Ft. Type & Quantity: Solid Flotation Containment Boom, (400') Storage Location: Storage Tank @ River Terminal Operational Status: Fair Size (Length): 6" Float x 6" Skirt, (4) 100' Lengths Containment Area: 28,647 Sq. Ft.

### SORBENTS

Type: KYS-OIL-KLEAN, 6" x 20' boom

Owned By:\* \_ F

Year Purchased: Unknown

Amount: 220'

Storage Location: On Dock @ River Terminal

Absorption Capacity: Unknown gal.

Type: SPC, 17" x 19" Pads

Owned By:\* \_F

Year Purchased: Unknown

Amount: 1100 Pads

Storage Location: On Dock @ River Terminal

Absorption Capacity: Unknown gal.

Type: 50 LBS. Bags Oil Dry

Owned By:\* \_F

Year Purchased: Unknown

Amount: 11 Bags

Storage Location: On Dock @ River Terminal

Absorption Capacity: Unknown gal.

Type: EEP,  $8" \times 10'$  Boom Owned By:\* F

Year Purchased: Unknown

Amount: 50'

Storage Location: Garage @ River Terminal

Absorption Capacity: Unknown gal.

Type: Sorbent Roll 38" x 144'

Owned By:\* \_F

Year Purchased: Unknown

Amount: 2 Roll

Storage Location: Garage @ River Terminal

Absorption Capacity: Unknown gal.

### HAND TOOLS & ACCESSORIES

Type and Year Ow	ned by*	Quantity	Status	Location
Plastic scoop shovel	F	Two	Good	Dock
Straw broom	F	One	Good	Dock
Mop	F	Two	Good	Dock
55 Gal. plastic drum	F	Two	Good	Dock
Large plastic bags	F	One roll	Good	Dock
¾" hose	F	150′	Good	Dock
1 ½" hose	F	150 <i>′</i>	Good	Dock
2" hose	F	75 <i>′</i>	Good	Dock
2" S & D hose	C	40′	Good	Response Trailer
4" PVC nylon HD hose	C	162′	Good	Response Trailer
3/8" Air Hose	C	73 <i>′</i>	Good	Response Trailer
4" Couplers w/ clamps	C	Four	Good	Response Trailer
4" 45 degree couplers	C	Two	Good	Response Trailer
Hose floats	C	Twelve	Good	Response Trailer
18# mushroom anchors	C	Two	Good	Response Trailer

40# Fluted anchors	C	Five	Good	Response	Trailer
Towing bridle w/ float	С	Two	Good	Response	Trailer
12" diameter Buoys	C	Two	Good	Response	Trailer
5/8" Polypropylene Rope	С	125'	Good	Response	Trailer
3/4" Polypropylene Rope	С	600′	Good	Response	Trailer
Abrasion Mat	С	50 <i>'</i>	Good	Response	Trailer
½" Nylon Rope	C	100'	Good	Response	Trailer

### COMMUNICATION EQUIPMENT

Type	&	Year	Owned	by*	Frequency	Channe	l Quanti	ty Loca	ation	Status
Portable	e -	Very	F	Refinery	1-(main)	2- (Au	k.) 3	River	Dock	Good
Portable	e –	2002	F	Oil Co.	1		1	River	Dock	Good
Portable	e Ma	arine-2	2000 F	Marine	7, 9,13,	14,16,18	3, 1	River	Dock	Good
					19,22,66,6	58,71,72	2			•
Marine 1	Bas	e - 199	97 F	Marine	All Cl	nannels	1	Dock (	Office	Good

### FIRE FIGHTING AND PERSONNEL PROTECTIVE EQUIPMENT

Type & Year	Owned 1	by*	Quantity Location		Status
30 lb.Ansul Purple					
Dry Chem. Ext.	F		Three	On Dock	Good
20 lb. Ansul Purple K					
Dry Chem. Ext.	F		Four	On Dock	Good
30 lb. Ansul Plus-50					
Dry Chem. Ext.	F		Four	Manifold @ Terminal	Good
10 lb. CO2 Ext.	F		One	Shop @ Terminal	Good
20 lb. Ansul Ext.	F		One	Truck #6	Good
2 ½ Lb. Sentry Ext.	F		One	25' Workboat	Good
5 lb. Sentry Ext.	F		One	24' Response Boat	Good
3 lb. Dry Chem2005	C		Two Respo	onse & Boom Reel Trailer	r Good
1 ½" Fire hose	F	400'	- (200' Or	n Dock, 200'@ Terminal)	Good
Disposable coveralls	F		Seven	On Dock	Good
Rubber gloves	F		1 box	On Dock	Good
Life Vest	F		Six	Dock & Terminal Office	Good
Life Coats	F		Five	Terminal Office	Good
Life Vest	C		Seven	Response Trailer	Good
Life Ring w/70' rope	C	•	One	Response Trailer	Good
Life Ring w/70' rope	F		One	On Dock	Fair

### OTHER HEAVY EQUIPMENT

(e.g.,	Heavy	Equipment,	Boats	and Motors)
Type	&		Year	Owned By
				_

Type &	Year	Owned B	y Quantit	y Location	Status
25' Work Boat -	1959	F	One	River Dock	Good
115 HP Outboard motor - 2	2012	F	One	On 25' Boat	Good
24' Response Boat -	2008	F	One	River Dock	Good
225 HP Outboard motor	2008	F	One	On 24' Boat	Good
Trailer For 24' Boat 2	2008	F	One	River Terminal	Good
¾ ton PU Truck	2008	F	One	River Terminal	Good
¾ ton PU Truck	2009	F	One	River Terminal	Good
LT4 Light Tower & Generat	tor-1999	F	One	Garage @ Termina:	l Good
LTC4 Light Tower & Genera	ator- 200	)2 F	One	Garage @ Termina:	l Good
ACME T-39 Response Traile	er - 1974	4 C	One	Storage Tank	Good
(#1) Boom Reel Trailer -	1999	C	One	Storage Tank	Good

(#2) Boom Reel Trailer - 2012	С	One	Storage Tank	Good
13,000 WATT Generator - 2003	C	One	Boom Reel Trailer	Good
Portable Air Compressor - 2005	С	One	Response Trailer	Good
Hot Water Pressure Washer 2008	C	One	River Terminal	Good

### Mt. Vernon, Indiana

### **RIVERVIEW YARD**

# OTHER EQUIPMENT (E.G., MISC. EQUIPMENT, BOATS AND MOTORS) Type & Year Owned By Quantity Status Location Stock Tank F 9 ea. - 400 bbl. Good Riverview Yard Stock Tank F 1 ea. - 210 bbl. Good Riverview Yard

### Mt. Vernon, Indiana

### MT. VERNON MAINTENANCE WAREHOUSE

SKIMMERS  Type & Quantity: Roller (1)  Owned By: Facility F , CO-OP, or OSRO  Model: Elastec TDS 118 Year: 1999 Operational Status: Good Capacity: 35 gal./min.  Daily Effective Recovery Rate: 400 bbls/day  Storage Location: Mt. Vernon Maint. Warehouse  Date Fuel Last Changed: Air Operated
PUMPS Type & Quantity: Trash Pump (1) Owned By: Facility X , CO-OP, or OSRO Model: 111 DP2-1 Year: 2009 Operational Status: Good Capacity: 20 (EST.) gal./min. Daily Effective Recovery Rate: 200 bbls/day Storage Location: Mt. Vernon Maint. Warehouse Date Fuel Last Changed: 1/2/13
Type & Quantity: Centrifical (2ea.)  Owned By: Facility X, CO-OP, or OSRO  Model: 091232 (Pacer)  Year: 2000  Operational Status: Good  Capacity: 50 (EST.) gal./min.  Daily Effective Recovery Rate: 500 bbls/day  Storage Location: Mt. Vernon Maint. Warehouse  Date Fuel Last Changed: 1/2/13

### SORBENTS

Type: Pads (17" x 19")
Owned By:\* Facility
Year Purchased: 2009
Amount: 20 Bundles

Storage Location: Mt. Vernon Maint. Warehouse

Absorption Capacity: 1,120 gal.

Note: A bundle weights  $17\frac{1}{2}$  x (25/oil wt.7.75#) =

56gal. per bundle x 20 = 1120 gal. total

Type: Rolls

Owned By:\* Facility Year Purchased: 2009 Amount: 3 (38" x 144')

Storage Location: Mt. Vernon Maint. Warehouse

Absorption Capacity: 336 gal.

Type: Booms

Owned By:\* Facility Year Purchased: 2009 Amount: 12 bags (480')

Storage Location: Mt. Vernon Maint. Warehouse

Absorption Capacity: 1,858 gal.

### HAND TOOLS & ACCESSORIES

Type and Year	Owned*	Quantity	Operational	Location
5 Gal Gas Cans	F	1	Good	Mt. Vernon Maint. Whs
5 Gal Gas Cans	F	1	Good	Mt. Vernon Maint. Whs
2" Hose	F	50 <i>′</i>	Good	Mt. Vernon Maint. Whs.
Chicken Wire	F	1 Roll	Good	Mt. Vernon Maint. Whs.
6' Fence Posts	F	7	Good	Mt. Vernon Maint. Whs.

## FIRE FIGHTING AND PERSONNEL PROTECTIVE EQUIPMENT 20# Fire extinguisher on all vehicles

Employee PPE = Hard Hats, Safety Glasses, & Steel Toe Shoes

### OTHER HEAVY EQUIPMENT

(e.g., Heavy Equipment, Boats and Motors)

Trucks
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Number	Type	Year	Owned*	Quantity	Location	Status
#31	1-ton winch	2009	F	1	Mt. Vernon Maint.	Good
#50	2-ton winch	1985	F	1	Mt. Vernon Maint.	Good
#106	½-ton pick-up	2009	F	1	Mt. Vernon Maint.	Good
#67	2-ton vacuum	1999	F	1	Mt. Vernon Maint.	Good
#47	2-ton dump	2010	F	1	Mt. Vernon Maint.	Good
#118	%-ton pick-up	2004	F	1	Mt. Vernon Maint.	Good
#49	%-ton pick-up		F	1	Mt. Vernon Maint.	Good
#100	25-ton $5^{\frac{th}{}}$ . whe	el 1993	3 F	1	Mt. Vernon Maint.	Good
#601	$25$ -ton $5\frac{\text{th}}{}$ . whe	el 1991	1 F	1	Mt. Vernon Maint.	Good
#39	%-ton pick-up	2009	F	1	Mt. Vernon Maint.	Good
#78	1-ton weld	2005	F	1	Mt. Vernon Maint.	Good
#92	1-ton weld	2007	7 F	1	Mt. Vernon Maint.	Good
#620	25-ton Flat Bed	2000	) F	1	Mt. Vernon Maint.	Good
#21	1-ton weld	2005	F	1	Mt. Vernon Maint.	Good

Excavating Equipment

Number Type Year Owned\* Quantity Location Status #55 backhoe, catipillar 2005 F 1 Mt. Vernon Maint. Good

#28	trackhoe,	kamatsu	2009	F		1	Mt.	Vernon	Maint.	Good
#38	front end	loader,	kabota	2000	F	1	Mt.	Vernon	Maint.	Good
#24	dozier, 85	OK, case	2007	F		1	Mt.	Vernon	Maint.	Good
#66	flat trail	er	1987	F		1	Mt.	Vernon	Maint.	Good
#15	sullair,	Compress	or 2001	. F		1	Mt.	Vernon	Maint.	Good
#94	backhoe,	case	2002	F		1	Mt.	Vernon	Maint.	Good

### Trailers

Numbe:	r Type	Year	Owned*	Quantity		Location	Status
#18	flat trailer	1973	F	1	Mt.	Vernon Maint.	Good
#40	backhoe trailer	2007	F	1	Mt.	Vernon Maint.	Good
#63	float trailer	1959	F	1	Mt.	Vernon Maint.	Good
#85	low boy trailer	2000	F	1	Mt.	Vernon Maint.	Good
#124	goose neck trai	iler 200	)9 F	1	Mt.	Vernon Maint.	Good

### LEAK/SPILL RESPONSE TRAILER #30 @ Riverview

Condition of the Following Equipment is Good

#### SKIMMERS

Type & Quantity: Floating Skimmer - (lea.)
Owned By: Facility F , CO-OP \_\_\_\_\_, or OSRO \_\_\_\_\_

Model: Acme

Year: Purchased before 1991 date not available

Operational Status: <u>Good</u> Capacity: Unknown gal./min.

Daily Effective Recovery Rate: <u>Unknown</u> bbls/day

Storage Location: Leak Trailer #30 at Riverview Storage Shed

Date Fuel Last Changed: N/A

#### BOOM

Type & Quantity: (OREC)

Owned By: Facility X, CO-OP \_\_\_\_, or OSRO \_\_\_\_

Model: Abasco

Year: Purchased before 1991 date not available

Storage Location: Leak Trailer #30 at Riverview Storage Shed

Operational Status: Good

Size (Length): 600'

Containment Area: 22,500 Sq. Ft.

### BOOM

Type & Quantity: Absorbent Boom - (8 bags) (40' per bag)

Owned By: Facility X, CO-OP \_\_\_\_, or OSRO \_\_\_\_

Model: <u>B810F</u> Year: 2009

Storage Location: Leak Trailer #30 at Riverview Storage Shed

Operational Status: Good

Size (Length): 320'

Containment Area: 6,400 Sq. Ft.

SORBENTS

Type: Absorbent Pads

Owned By:\* F

Year Purchased: 2009 Amount: 4 Bundles

Storage Location: Leak Trailer #30 at Riverview Storage Shed

Absorption Capacity: 56 gal. per bundle

Type: Absorbent Sheet

Owned By:\* F

Year Purchased: 2009

Amount: 1 ea.  $-38" \times 144'$ 

Storage Location: Leak Trailer #30 at Riverview Storage Shed

Absorption Capacity: 112 gal.

### HAND TOOLS & ACCESSORIES

Type	Owned By*	Quantity	Status	Location
JaTon Fabric Cover	F	1	Good	Leak Trailer #30
4" HD Nylon Hose	F	200′	Good	Leak Trailer #30
5/8" Rope	F	500 <i>′</i>	Good	Leak Trailer #30
5/16" Nylon Rope	F	475 <i>′</i>	Good	Leak Trailer #30
4" Hose Float	F	1	Good	Leak Trailer #30
4" Couplers w/Clamps	F	4	Good	Leak Trailer #30
Roll of Plastic	F	1	Good	Leak Trailer #30
Rolls of ? Elect. Tap	pe F	7	Good	Leak Trailer #30
Box of Rags	F	1	Good	Leak Trailer #30
5 Gal. Gas Can	F	1	Good	Leak Trailer #30
Wheel Chocks	F	2	Good	Leak Trailer #30
6-Volt Flashlight	F	1	Good	Leak Trailer #30
Screwdriver	F	1	Good	Leak Trailer #30
Disposable Coveralls	F	6	Good	Leak Trailer #30
Boxes Rubber Gloves	F	3	Good	Leak Trailer #30
Limb Saws	F	1	Good	Leak Trailer #30

# Acme T-39 Trailer #139 (Yellow) With 600' of Skirted Boom Capacity Serial No.1YR08411FY071056

Purchased 08-26-88

Type & Year Owned By Quantity Location Status #T-39 Acme Trailer 1988 F 1 Riverview Stor. Shed Good

### Equipment & Supplies On Boom Trailer #139

- 2 Boxes 5/8" rope 300'
- 1 Large skimmer
- 1 5 Gal. gas can
- 1 Fire extingusher
- 1 Hose float
- 2 6 volt flashlights
- 2 Locks
- 2 Rolls electrical tape
- 8 Rolls 2" x 100' polytape
- 1 Roll 3/8" x 300' nylon rope
- 1 Male 3" x 4" camlock coupler
- 1 Female 3" x 4" camlock coupler
- 1 Roll mechanics lace wire
- 4 Boxes rubber gloves
- 1 ¾" x 100' rope
- 2 Li<u>mb saws</u>
- 2 Sets of wheel chauks
- 3 3" hose splice couplers
- 1 3" 45 hose splice couplers
- 1 Roll Large plastic bags
- 1 Box Tyvex coveralls

1 Box of rags
4 Quarts SAE 30 oil
3 Cans wasp spray
1 Black 4" x 25' hose
1 Blue 4" x 100' hose
Assorted Yellow booms
3 Bags white booms
1 Screwdriver

### <u>Centralia, Illinois</u> CENTRALIA DISTRICT WAREHOUSE

**Reusable Boom** 

1 2" strainer

Type & Quantity: (2) 6" Skirted "SLICKBAR"

Owned By: Facility X, CO-OP \_\_\_\_\_, or OSRO \_\_\_\_\_

Model: <u>Unknown</u> Year: <u>Unknown</u>

Storage Location: Centralia Warehouse

Operational Status: Good Size (Length): 6"x100"

Containment Area: 3600 Sq. Ft.

### CHEMICALS STORED

(Dispersants Listed on EPA's NCP Product Schedule)

Type Owned By\* Location Amount Treatment
Mineral Spirits F Centralia Whs. 500 gal. Unknown

### **SORBENTS**

**Type:** Absorbent Pads

Owned By:\* <u>F</u> Year Purchased: <u>2011</u>

**Amount:** 4 Bundles of (100) pads 17"x19"

Storage Location: <u>Centralia Whs.</u> Absorption Capacity: <u>Unknown</u>

Type: Absorbent Pads

Owned By:\* F

Year Purchased: 2011

Amount: 6 Bags with (4) 6"x10" for 240" in length

Storage Location: <u>Centralia Whs.</u> Absorption Capacity: <u>Unknown</u>

#### FIRE FIGHTING AND PERSONNEL PROTECTIVE EQUIPMENT Type & Year Owned by\* **Ouantity** Location Status Fire Ext. F 6 Centralia Whs. Good OTHER HEAVY EQUIPMENT (e.g., Heavy Equipment, Boats and Motors) Type & Year Owned Location **Status** Quantity 1987 14' Johnboat F Centralia Whs. Good 25 HP Merc Outboard Motor 1987 F Centralia Whs. Good McLeansboro, Illinois MCLEANSBORO DISTRICT WAREHOUSE **SKIMMERS** Type & Quantity: 1 ea. Skimmer Owned By: Facility X, CO-OP \_\_\_\_\_, or OSRO \_\_\_\_\_ **Model: TDS 118** Year: 2001 Operational Status: Good Capacity: 35 gal./min Daily Effective Recovery Rate: 1200 bbls/day Storage Location: McLeansboro Warehouse Date Fuel Last Changed: N/A CHEMICALS STORED (Dispersants Listed on EPA's NCP Product Schedule)

Type	Owned by	Location	Amount	Date
Conquest				
Degreaser	F	McLeansboro Whs	55 gal.	2011

A mount

Data

### **PUMP**

Typo

Type & Quantity: 2" Centrifugal Pump
Owned By: Facility x, CO-OP \_\_\_\_\_, or OSRO \_\_\_\_\_

Owned By\* Location

Model: Honda GX160

Year: 2011

Operational Status: <u>Good</u> Capacity: <u>Unknow</u>n gal./min.

Daily Effective Recovery Rate: <u>Unknown</u> bbls/day Storage Location: <u>McLeansboro Warehouse</u>

Date Fuel Last Changed: Jan. 2013

#### **REUSABLE BOOM**

Type & Quantity: (2) 6" skirted SLICKBAR
Owned By: Facility x, CO-OP \_\_\_\_\_, or OSRO \_\_\_\_\_

Model: <u>Unknown</u> Year: <u>Unknown</u>

**Storage Location: McLeansboro Warehouse** 

Operational Status: <u>Good</u> Size (Length): 6" x 100'

Containment Area: 3600 Sq. Ft.

### **SORBENTS**

Type: Absorbent Roll Owned By:\* Facility Year Purchased: 2010

Amount: <u>6 Bundles of 100 pads 17"x19"</u> Storage Location: <u>McLeansboro Warehouse</u>

Absorption Capacity: <u>Unknown</u> gal.

Type: Absorbent Boom Owned By:\* Facility Year Purchased: 2011

Amount: 6 Bags with (4) 6"x10" for 240" of coverage

Storage Location: <u>McLeansboro Warehouse</u>

Absorption Capacity: Unknown gal.

### **Equipment on Spill Trailer #3 (Converted Pick Up Truck Bed)**

T	<b>V</b>	1 D*	04'4	C4 - 4	T 42
Type and		wned By*		Status	Location
Leaf Blower	Unknov	vn F	2	Good	McLeansboro Whs
Life Jackets	2010	F	4	Fair	McLeansboro Whs
Fence Posts	2010	F	10	Good	McLeansboro Whs
Chicken Wire	2010	F	50'Roll	Good	McLeansboro Whs
4" Siphon Pipe	Unk.	F	40'	Good	McLeansboro Whs
6" Siphon Pipe	Unk.	F	20'	Good	McLeansboro Whs
Type and	Year O	wned By*	Quantity	Status	Location
Leaf Blower	Unknov	vn F	2	Good	McLeansboro Whs
8" Siphon Pipe	Unk.	F	20'	Good	McLeansboro Whs
Floating Skimmer Acme	FS 150	F	1	Good	McLeansboro Whs
25' 2" Suction Hose	Unk.	F	1	Good	McLeansboro Whs
50' 1.5" Suction Hose	Unk.	F	1	Good	McLeansboro Whs
5 Gallon Gas Can	Unk.	F	1	Good	McLeansboro Whs
2 Gallon Gas Can	Unk.	F	1	Good	McLeansboro Whs
3"x 8' Siphon Hose	Unk.	F	6	Good	McLeansboro Whs
2" Bell Hole Pump	Unk.	F	1	Good	McLeansboro Whs
Pitch Forks	Unk.	F	4	Good	McLeansboro Whs
Long Handle Shovels	Unk.	F	4	Good	McLeansboro Whs
Leaf Rakes	Unk.	F	4	Good	McLeansboro Whs
Flood Lights	Unk.	F	4	Poor	McLeansboro Whs
Absorbent Boom	Unk.	F	40'	Good	Mcleansboro Whs
200' Extension Cord	Unk.	F	1	Good	Mcleansboro Whs
Rag Bundle	Unk.	F	1	Good	Mcleansboro Whs

### COMMUNICATION EQUIPMENT

Type & Year Owned by\* Frequency Channel Quant. Location Status

Motorola F Unk. Walkie Talkie 2 McLeans. Whs. Excellent

### FIRE FIGHTING AND PERSONNEL PROTECTIVE EQUIPMENT

Type & Year Owned By\* Quantity Location Status
Fire Ext. F 5 McLeansboro Whs. Excellent

### OTHER HEAVY EQUIPMENT

(e.g., Heavy Equipment, Boats and Motors)

Type & Year	Owned By	Quantity	Location	Status
1 Ton Welding Truck	F	3	McLeans. Whs	Good
34 Ton Pick-Up Truck	F	2	McLeans. Whs	Good
580 Super M H&W Backhoe	F	1	McLeans. Whs	Good
Cat/Mack Truck&Trailer	F	1	McLeans. Whs	Fair
Trackhoe/Mack Truck& Trail.	F	1	McLeans. Whs	Good
Backhoe/Freightliner Truck	F	1	McLeans. Whs	Good
4500 Winch Truck	F	1	McLeans. Whs	Good
ATV 99 Polaris 500	F	1	McLeans. Whs	Fair
25 HP Evenrude	F	1	McLeans. Whs	Fair
14' Jon Boat	F	1	McLeans. Whs	Fair
35 bbl Vac. Truck	F	1	McLeans. Whs	Good
4000W Coleman Generator	F	1	McLeans. Whs	Good
Chain Saw	F	1	McLeans. Whs	Good
25 HP Merc Outboard Motor 19	87 F	1	McLeans. Whs.	Good
	· · · · · · · · · · · · · · · · · · ·	·		

# Mt. Vernon, Indiana COUNTRYMARK REFINERY

1	Fire truck 750 gpm	pump; 500 gpm	monitor, 1000	) gal water;	1000 gal Foam
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1 Quick Response Pickup w/100 gallon foam & 450# Extinguisher

1 Trailer 200 gal. foam & 500 gpm monitor

1	Dump truck	5	SCBA air packs
1	Bulldozer	1850'	2 ½ " NST hose
1	55 ton crane	20	Walkie talkies
2	Backhoe	2	OREC Walkie talkies
3	Welding trucks w/ winch	2	Pipeline Base Stations
2	Tractors	1	Rear Mount Tiller
1	7' Grader Blade	1	Drum Skimmer
1	28 HP 4" Water Pump	500'	3" Discharge Hose

### Personal Protective Equipment

reiso	nai Protective Equipment		
2	Class A airline suits	30	Hard hats w/ facesheilds
4	Airline chemical hoods	6	Class A Tyvek suit
100	Tyvek coveralls	30	1/2 mask 3m 6000 respirators

100	Neoprene gloves	4	Full face Respirators
30	Neoprene boots	10	SCBA
18	Rain Suits	1	Portable Compressed Air sys
20	Chemical Splash goggles	20	Full sets of bunker gear/boots
30	Chemical jackets w/ incuff	2	Full face air line respirators
30	Chemical overalls	7	Escape Packs

Jolietville, Indiana
JOLIETVILLE WAREHOUSE SKIMMERS
Type & Quantity: 1 ea.
Owned By: Facility X, CO-OP, or OSRO
Model: Float – 30" x 36" with 2" Outlet
Year: <u>Unknown</u>
Operational Status: O.K. Inspected 1/10/13 by gg
Capacity: Unknown gal./min.
Daily Effective Recovery Rate: <u>Unknown</u> bbls/day
Storage Location: Jolietville Terminal
Date Fuel Last Changed: <u>Home Made Used With Vac Truck or Pump</u>
Type & Quantity: 1 ea.
Owned By: Facility X, CO-OP , or OSRO
Model: <u>Float - 12" x 12" with 2" Outlet</u>
Year: Unknown
Operational Status: O.K. Inspected 1/10/13 by gg
<u> </u>
Capacity: Unknown gal./min.
Daily Effective Recovery Rate: <u>Unknown</u> bbls/day
Storage Location: <u>Jolietville Terminal</u> Pate Eval Locat Changed: Home Mode Used With Voc Tweek or Purpo
Date Fuel Last Changed: <u>Home Made Used With Vac Truck or Pump</u>
PUMPS
Quantity: 1 ea.
Owned By: Facility X, CO-OP, or OSRO
Model: 2" Banjo Centrifugal Pump with 5 HP Kawasaki Engine
Year: Unknown
Operational Status: O.K. Operation tested by JD 1/8/13
Capacity: 100 gal./min.
Daily Effective Recovery Rate: <u>Delivery Rate</u> bbls/day
Storage Location: Jolietville Terminal
Date Fuel Last Changed: 1/8/2013
Date Fuel Last Changeu. 1/8/2015
Quantity: 2 ea.
Owned By: Facility X, CO-OP , or OSRO
Model: Aro 1" Air Operated Diaphragm Pump
Year: Unknown

Operational Status: O.K. Tested 1/8/2013 by JD
Capacity: <u>Unknown</u> gal./min.
Daily Effective Recovery Rate: <u>Unknown</u> bbls/day
Storage Location: <u>Jolietville Terminal</u>
Date Fuel Last Changed: <u>N/A</u>
Quantity: 1 ea.
Owned By: Facility X, CO-OP , or OSRO
Model: Aro 3" Air Operated Diaphragm Pump
Year: <u>Unknown</u>
Operational Status: O.K. Tested 1/8/2013 by JD
Capacity: Unknown gal./min.
Daily Effective Recovery Rate: <u>Delivery Rate</u> bbls/day
Storage Location: Jolietville Terminal
Date Fuel Last Changed: <u>N/A</u>
Organistry 1 as
Quantity: 1 ea.
Owned By: Facility X, CO-OP, or OSRO
Model: Aro 2" Air Operated Diaphragm Pump
Year: <u>Unknown</u>
Operational Status: O.K. Tested 1/8/2013 by JD
Capacity: <u>Unknown gal./min.</u>
Daily Effective Recovery Rate: <u>Unknown</u> bbls/day
Storage Location: <u>Jolietville Terminal</u>
Date Fuel Last Changed: <u>N/A</u>
BOOM
Type & Quantity: <u>1 ea Slick Bar Containment Boom</u>
Owned By: Facility X, CO-OP, or OSRO
Model: Unknown
Year: Unknown
Storage Location: Jolietville Terminal
Operational Status: OK inspected 1/10/13 by gg
Size (Length): 150 Ft., 50 Ft. @ Jolietville, 100 Ft. @ Peru
Containment Area: <u>2500 Sq. Ft.</u>
Type & Quantity: 11ea. – Sorbent Booms
Owned By: Facility X, CO-OP, or OSRO
Model: <u>Unknown</u>
Year: <u>Unknown</u>
Storage Location: <u>Jolietville Terminal</u>
Operational Status: OK Inspected 1/10/2013 by gg
Size (Length): <u>5" x 10"</u>
Containment Area: <u>5</u> Sq. Ft.

Type: <u>Sorbent Pads</u> Owned By:\* <u>Facility</u> Year Purchased: <u>09-2010</u>

**Amount:** 5 boxes

**Storage Location: Jolietville Terminal** 

Absorption Capacity: ? gal.

### HAND TOOLS & ACCESSORIES

<b>Type and Year</b>	Serviced	Own	ed*	Quantity	Operation	al	Location
		By	7		Status		
10 HP Air Comp.	Test 1/8/1	3 JD	F	1	OK	Jol	ietville Terminal
Misc. Shovels			F	Several		OK	Jolietville Terminal
Misc. Rakes			F	Several		OK	Jolietville Terminal
Misc. 2" Hoses			F	Several		OK	Jolietville Terminal
Misc. 1" Hoses			F	Several	OK	Jol	ietville Terminal

### FIRE FIGHTING AND PERSONNEL PROTECTIVE EQUIPMENT

Type & Year	)wned*	Quantity	Location	Operational	
В	By				Status
Ansulite 3/6% Foam	F	10 Drums	Jolietville T	erminal	N/A
National 3/6% AR-AFFF Foam	n F	4 Totes	Jolietville T	erminal	N/A
Bunker Gear (Fire Resitant Sui	ts) F	3 Sets	Jolietville T	erminal	N/A

### **Henderson Terminal**

### Henderson, KY

### BOOM

Type & Quantity: Solid Flotation Containment Boom, (300')
Owned By: Facility X , CO-OP X , or OSRO

Model: Oil-Dry Year: Unknown
Storage Location: Dock storage building
Operational Status: Good
Size (Length): 6" Float x 6" Skirt, (3) 100' Lengths
Containment Area: 10,743 Sq. Ft.

Type & Quantity: Solid Flotation Containment Boom, (700')
Owned By: Facility X , CO-OP X , or OSRO

Model: Price Darnal Year: Unknown
Storage Location: Dock storage building
Operational Status: Good
Size (Length): 4" Float x 4" Skirt, (7) 100' Lengths

Containment Area: 51,978 Sq. Ft.

### SORBENTS

Type:  $8" \times 10'$  boom Owned By:\* \_ F

Year Purchased: Unknown

Amount: 40'

Storage Location: Utility shed/Dock storage building

Absorption Capacity: Unknown gal.

Type:  $5" \times 10"$  boom Owned By:\* F

Year Purchased: Unknown

Amount: 40'

Storage Location: Utility shed/Dock storage building

Absorption Capacity: Unknown gal.

Type: 50 LBS. Bags Oil Dry

Owned By:\* \_F

Year Purchased: Unknown

Amount: 18 Bags

Storage Location: Utility shed/Dock storage building

Absorption Capacity: Unknown gal.

Type: (Spill Tech) 17" x 19" pads

Owned By:\* F

Year Purchased: Unknown

Amount: 16 bundles of 100 each

Storage Location: Utility shed/Dock storage building

Absorption Capacity: Unknown gal.

### HAND TOOLS & ACCESSORIES

Type and Year Ow	ned by*	Quantity	Status	Location
Plastic scoop shovel	F	One	Good	Dock Shed
Aluminum scoop shovel	F	One	Good	Shop
24" Push Broom	F	One	Good	Shop
36" Push Broom	F	Two	Good	Shop
24" Rubber Squeegee	F	One	Good	Shop
Straw broom	F	One	Good	Dock Shed
Mop	F	One	Good	Shop
55 Gal. plastic drum	F	Six	Good	Dock Shed/Shop
Large plastic bags	F	One	Good	Dock Shed
¾" hose	F	100′	Good	Shop
2" hose	F	60 <i>′</i>	Good Sh	op & Vac Truck
3" hose	F	40′	Good Sh	op & Vac Truck
4" hose	F	20′	Good	Shop
8' Fiberglass Ladder	F	2	Good	Shop
20' Fiberglass Ladder	F	1	Good	Shop
Metal Buckets	F	3	Good	Dock Shed
Plastic Buckets	F	2	Good	Dock Shed

### COMMUNICATION EQUIPMENT

Type	&	Year	Owned	by*	Freque	ncy	Channel	Qυ	ıanti	ty Lo	cation	Status
Portabl	e -	2007	F		VHF		3		3	Main	Office	Good
Portabl	e Ma	arine-2	2007 F		Marine	7	, 9,13,14,	16,18	3, 1	Main	Office	Good
						1	9,22,66,68	,71,7	2			•
Portabl	e Ma	arine-T	Jnknowi	ı F	Marine		All Channe	ls	1	Dock	Office	Good
Marine	Base	e - 200	)7 F		Marine		All Channe	ls	1	Main	Office	Good

### FIRE FIGHTING AND PERSONNEL PROTECTIVE EQUIPMENT

Type & Year	Owned by*	Quantity	Location	Status
20 Lb. Dry Chem. Ext	. F	Three	Dock Offices	Good
20 Lb. Dry Chem. Ext	. F	One	Inside Dike Wall	Good
20 Lb. Dry Chem. Ext	. F	Two Sho	p/Storage Building	Good
20 Lb. CO2 Ext	. F	One Ele	ctric Room (Office)	Good
20 Lb. Dry Chem. Ext	. F	Two	Office	Good
20 Lb. Dry Chem. Ext	. F	One	Lab	Good
20 Lb. Dry Chem. Ext	. F	One Bet	ween Rack & Dike	Good
20 Lb. Dry Chem. Ext	. F	One Bet	ween Rack & Road	Good
20 Lb. Dry Chem. Ext	. F	Two NW	& SE Corner of Rack	Good
20 Lb. Dry Chem. Ext	. F	One	Utility Shed	Good
10 Lb. Dry Chem. Ext	. F	One	John Boat	Good
20 Lb. Dry Chem. Ext	. F	One	Truck 22	Good
20 Lb. Dry Chem. Ext	. F	One	Vacuum Truck	Good
20 Lb. Dry Chem. Ext	. R	One	Lift Truck	Good
Disposable coveralls	F	Seven	Dock Shed	Good
Rubber gloves	F	2 boxes	Dock & Office	Good
Life Vest	F	Six Doc	k & Terminal Office	Good
Life Coats	F	Three	Terminal Office	Good
Life Ring w/70' rope	С	One	On Dock	Good

### OTHER HEAVY EQUIPMENT

(e.g., Heavy Equipment, Boats and Motors)

Туре	&	Year	Owned By	Quantity	Location	Status
Internati	onal Tract	or - 1986	F	One	Shop	Good
F-350 Lif	t Truck	1980	F	One	Terminal	Fair
LTC4 Ligh	nt Tower &	Generator-2006	F	One	Shop	Good
LTC4 Ligh	nt Tower &	Generator-2006	F	One	Shop	Good
1500 PU :	ruck	1998	F	One	Terminal	Good
17' John	Boat	1991	F	One	Shop	Good
60 H.P. (	Outoard Mot	or 1993	F	One	Shop	Good

# Measurement & Exchange Storage GAUGERS BOAT & ACCESSORIES

Type	Year	Owner	Quantity	Status	Location
Johnboat	1965	F	1	Good	Mt. Vernon
Boat Trailer	Unkn.	F	1	Good	Mt. Vernon
25 HP Merc. Motor	Unkn.	F	1	Good	Mt. Vernon
Life Jackets	Unkn.	F	4	Good	Mt. Vernon
Paddles	Unkn.	F	2	Good	Mt. Vernon
6 Gal. Fuel Tank	Unkn.	F	1	Good	Mt. Vernon

# Radio Communications Equipment COMMUNICATION EQUIPMENT

COMMUNICATION EQUIPMENT

Type	Ow	med*	Freq.	Type Equ	ip. Ouar	n. Location	Status
	(Fixed Base)	F	30.70	Radio	1	Mt. Vernon IN	Good
	(Repeater)	F	49.22	Radio	1	Mt. Vernon, IN	Good
Motorola	(Repeater)	F	48.56	Radio	1	McLeansboro, IL	Good
Motorola	(Repeater)	F	49.46	Radio	1	Clay City, IL	Down
Motorola	(Repeater)	F	48.70	Radio	1	Centralia, IL	Out of
Service*							
Motorola	(Repeater)	F	49.34	Radio	1	Albion, IL	Good
Motorola	(Repeater)	F	49.06	Radio	1	Vincennes, IN	Good
Motorola	(Fixed Base)	F	30.70	Radio	1	Switz City, IN	Out of Service*
Motorola	(Fixed Base)	F	30.70	Radio	1	Peru, IN	Out of Service*
Motorola	(Fixed Base)	F	30.70	Radio	1	Jolietville, IN	Out of Service*
Motorola	(Repeater)	F	48.86	Radio	1	Livermore, KY	Good
Motorola	(Repeater)	F	49.14	Radio	1	Douglas, IN	Good
Motorola	(Mobiles)	F	30.70	Radio	120	Vehicles	Good
Motorola	(Walkie Talk)	F	30.70	Radio	4	Various	Good
Locations	for the 4 wa	lkie	talkies	is Mt.	Vernon,	Mcleansboro,	
Motorola	(Repeater)	F	48.96	Radio	1	Poole, KY	Good
Motorola	(Repeater)	F	49.04	Radio	1	Flora, IL	Good

<sup>\* =</sup> As of 2009 these base stations are no longer needed.

There is no longer a need for mobile radios in Switz City, Jolietville, or Peru Trucks as of 2009.

### 2.0. Trained and Experienced Personnel to Sustain First Seven Days of Response

After the first day where all response personnel are at the spill site and clean-up operations are underway, the response personnel will be divided into three groups. Each response group will work eight (8) hour shifts for continuous operations. Countrymark Refining and Logistics has enough personnel to operate at this level for seven days or more. If conditions warrant, contract personnel will be called in to relieve the situation until clean up is completed.

The employees listed below, with an asterisk beside their name, have spill recovery experience. They qualify as employees trained to handle their assignments in response emergencies for Countrymark. The remaining employees have general training related to their positions in the industry. They are available and able to work along side the experienced employees listed.

### COUNTRYMARK REFINING AND LOGISTICS EMPLOYEE LIST

Countrymark	WORK	HOME
Randall Carr	812-838-8154 (W)	(b) (6)
Dennis Reynolds	317-896-2566 (W)	
Mike Hawkins	618-643-3514 (W)	
Jamie Duckworth	812-838-8103 (W)	
Keith Symanski	812-838-8145 (W)	812-455-3716 (C)

### **Countrymark Refining and Logistics Emergency Phone Numbers**

PIPELINE MAINTENANCE & CONSTR	UCTION	
	(b) (6) MOBILE	
*Jamie Duckworth	(b)	
*Don Daniels – Pipeliner	618-384-9173	
*Randy Schmidt - Backhoe Operator	812-639-0824	
Derek Almon – Pipeliner	812-204-7257	
*Ted Fisk – Operator	618-599-4477	
*David Sullivan, Welder	618-384-6251	
Wayne King – Welder	812-228-6011	
Randy Evans - Pipeliner	812-781-9693	
Dewayne Bradfield, Pipeliner	270-454-0075	
Jason Kolley	812-403-0167	
PIPELINE MAINTENANCE & CONSTR	LICTION	
FIFELINE MAINTENANCE & CONSTR	(b) (6) MOBILE	
*Voith Camanalai Mar DDI Maint	812-455-3716	
*Keith Symanski – Mgr. PPL Maint. *Larry Graham - Welder	317-502-6692	
	317-302-0092	
*Joe Ruffin – Electrician Pipeline		
*Charles Stapleton - Pipeliner	317-385-2420	
*Craig Rasnake - Pipeline Maint Tech	317-694-4554	
PIPELINE MAINTENANCE & CONSTR	UCTION	
	(b) (6) MOBILE	
*Mike Hawkins, Area Foreman	812-455-2366	
*Pat McReynolds, Backhoe Operator	618-918-0428	
*Tarry Basnett Walder	618-322-3860	

	(b) (6)	
	(b) (b)	MOBILE
*Mike Hawkins, Area Foreman		812-455-2366
*Pat McReynolds, Backhoe Operator		618-918-0428
*Terry Basnett, Welder		618-322-3869
*Julie Beckman, Pipeliner		618-977-5496
Troy Dagley, Pipeliner		618-384-0532
Kody O'Daniel, Pipeliner		618-455-1833
		MOBILE
Eli Devoy, Pipeliner		618-383-4731
Wesley Drake, Pipeliner		618-231-2919
*Rodney Hazel - Welder		618-599-0688
Craig Draper		618-926-4341

GAUGERS, MEASUREMENTS, & MECHANICS MOBILE Terry Leek, Measurement/Exch. Supervisor 812-618-8239 Jim Lupfer – Utility Tech. 812-455-7905 Chuck Stapleton – Utility Tech. 317-385-2420 Mike Slagle, Measurement Technician 812-618-5001 \*Steve Huck, Measurement Technician 812-781-9622 **GAUGERS MOBILE** Richard Clark 618-231-4428 Bruce Jourdan 812-499-8364 Rvan McBride 270-285-3857 Phillip Williams 270-724-2332 Rick Igert 618-508-3828 Carl Lauderback 618-508-2752 **Dennis Levitt** 618-383-5037 Tom Meeks 618-263-8120 Jimmy Moreland 270-871-2722 Jerry Murdach 618-383-2052 Rodney Richards 618-918-0440 **Brad Roe** 618-384-9674 Mike Schenk 812-449-9497 Mike Stern 812-781-9278 Ted Whitehead 618-599-6719 812-568-9751 Bob York Bob Wilke 217-827-2813 FIELD MECHANICS **MOBILE** Alan Dale - Electronic Tech. 812-480-1578 Michael Hamrick - Field Mech. 842-598-7404 Joe Ruffin – Electrician 317-431-7718 RELIEF GAUGERS **MOBILE** Bryan Keith Morrow 812-499-5249 Larry Hart 618-231-5663 TERMINAL OPERATIONS **MOBILE Terminal Operations** 812-499-3421 Kelly Winiger - Pipeline Dispatch/Rel. Gauger (b) (6) 812-483-0337

Cory McConnell - Pipeline Dispatch Kevin O'Brien - Pipeline Dispatch Gary Lee Stallings – Pipeline Dispatch Mike Dye – Pipeline Dispatch Mike Hamrick (Back Up)- Pipeline Dispatch	HOME	MOBILE 812-319-7997 765-516-0059 812-664-8810 812-985-0319 812-598-7404
Dennis Reynolds - Pipeline & Terminals Mg	HOME	MOBILE 317-752-4586 765-860-0270 317-439-2754 317-432-2781 317-502-4929
TERMINAL COORDINATORS Mark Alvarez Tim Novak Jeff Page James Price Christopher Unger Jerry Smith Bradley Driscol Spencer Meranda Joe Dunn Nathan Sprague	(b) (6)	MOBILE 317-332-2868 765-398-0333 812-381-4820 574-709-8297 765-437-2498 812-381-3329 317-453-9814 317-809-5808 317-453-9814
_	b) (6)	MOBILE 812-205-6050 812-455-7128 812-549-5507 812-205-5167 812-483-7662 812-455-7973 317-694-4554 MOBILE 812-781-9366 618-383-6978 812-484-7858 812-781-9276 812-270-0688 812-431-5794

	(b) (6)	
TRUCKING	(b) (6)	MOBILE
Mike Bratton, Truck & Garage Supervisor		812-453-3193
Mark Taylor - Dispatcher		812-781-1806
Robert (Wiley) Yancy Dispatcher		812-781-1802
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		
TRUCK DRIVERS	(b) (6)	MOBILE
*George Atchison		618-267-4169
Steven Bowling		618-838-1722
Bart Butler		812-887-7623
Kent Butler		812-890-8191
*Sam Cook,		618-918-0417
*Keith Dagley		618-383-2834
Todd Dean		618-838-7192
Alex Deig		812-307-0087
Billy Diemel		618-838-5545
John Diemel		618-839-0799
Randy Duncan		618-240-4254
James Ellis		270-952-2029
Randy Enyart		618-676-7220
Richard Fisk		618-292-4807
Mike Fredrick		270-577-0459
Galon (Chip) Garrison		618-839-0437
Darrell Garwood		618-313-0104
Garland Gatewood		270-952-8544
*Pat Goodman		812-664-3848
Keith Gough		270-952-2512
Donald Hall		618-838-8626
Curtis Hancock		618-843-0000
Wayne Hancock		270-952-0234
*Derek Henson		618-384-7682
Jeremy Hoskins		618-384-9848
Kim Houser		618-267-5348
Monty Ingram		None
David Johnson		618-384-1398
*Gayle Johnson		812-779-6984
		MOBILE
John Jones		618-599-0122
Ty Kurlbaum		618-339-4837
Larry Lott		812-598-8180
*Carroll Marcus		812-550-2823
Charles (Tom) McElroy		812-483-3308
Brian McGennis		812-459-1613
Allan Medler		618-263-2979
Don Menger		912-675-6279

	(b) (6)	
Mike Morris		812-881-9351
*Charles Murphy		812-568-5352
Bart Nellis		812-431-1361
Darin Powell		270-952-7362
Bill Saltsgaver		812-306-4118
Doug Schalk		618-387-1389
Walter Schmitt		812-431-4715
Chris Schmittler		618-838-3858
Mike Schneider		812-568-7490
Ronald Shripka		None
Daniel Sollman		812-483-4780
Nick Sollman		812-483-3177
Terry Stahl		618-516-1864
Tom Straw		812-664-8717
Kenny Stone		618-302-4023
Glenn Strumpher		618-927-3822
*Pat Thomas		618-237-2253
*John Timmons		618-322-1342
Garry Underwood		812-690-0800
Edgar West		270-273-3838
Steve West		270-929-3983
Greg Williams		618-383-4045
Sherman York		812-457-0761
Charles Young		270-577-0893
Delbert Young		618-839-4358

### F. Federal, State, and local agencies which are expected to respond to oil spills..

US EPA - Region V (IL, IN)	312-353-2318 (24 hour)
US EPA - Region IV (KY)	404-562-8700 (24 hour)
Kentucky Department for Environmental Protection	502-564-2380 (24 hour)
Kentucky Department of Conservation	502-564-3596 or 800-858-1549
Illinois Emergency Services & Disaster Agency	217-782-7860 (24 hour)
Illinois EPA	217-782-3637 (24 hour)
Illinois Department of Mines and Minerals	217-782-7756
Indiana Department of Environmental Management	317-233-7745 (24 hour)

### **G. Worst-Case Discharge Volume**

(b) (7)(F)

### H. Response Worst-Case Discharge calculations for adverse weather conditions

### **Pipeline Line Section WCD**

The profile of each line section has been reviewed to establish the maximum line drainage for a release in that section.

(b) (7)(F)		
(b) (7)(F)		
Proofs out Tonk WCD		

### **Break-out Tank WCD**

(D) (7)(F)		steel storage tank. It was constructed i
according to AP	650 and inspected "out of service"	"in 2007 and "in service" in 2013 according to A
(b) (7)(F)		
	(originally built for a larg	er tank, since removed). (b) (7)(F)
	), by overflow	vents to protect the internal floating roof.
F)		

### **Historic WCD**

The pipeline system as it exists today contains pipe segments purchased from Ashland, BP (Sohio), Marathon and Texaco. Record transfers were inconsistent, so historic files are incomplete.

However, we are aware of a leak of approximately 1,000 barrels in the early 1980's on a 6" line owned and operated by one of these companies. This section of pipe is still in our system, but the area of the leak was replaced shortly following the spill remediation. Countrymark performed an internal integrity inspection on this line, in 2007 and has replaced pipe accordingly. A second inspection is scheduled for 2014

The volume of this leak would have been greatly reduced; by the SCADA system we have in place today to monitor the pipeline 24 hours a day.

The best information on the maximum historic discharge is:

1000 barrels

### **Recovery Planning Capacities (33CFR154 Appendix C)**

Group II Persistent Oil – Rivers and Canals

Natural Dissipation Recovery Factor (NDF) = 0.4
On Water Recovery Factor = 0.15
On Shore Recovery Factor = 0.45
Emulsification Factor = 1.8
Resource Mobilization Tier 1 = 0.3
Resource Mobilization Tier 2 = 0.4
Resource Mobilization Tier 3 = 0.6



Response Plan Section 10 System Map & MSDS Information



### Material Safety Data Sheet

**SECTION I** 

PRODUCT IDENTIFICATION

Manufacturer's Name:

Countrymark Cooperative, LLP.

Address:

1200 Refinery Road

Mt. Vernon, Indiana 47620

Emergency Telephone Number:

812-838-8165 (Refinery Control Room)

800-424-9300 (CHEMTREC)

Trade Names:

Petroleum; Crude Oil; Mineral Oil; Rock Oil; Coal Oil; Seneca Oil;

Earth Oil: Lima Oil

Chemical Name:

Petroleum, Crude Oil

Chemical Family:

Hydrocarbon

CAS Registry No.:

8002-05-9

### **SECTION II**

### HAZARDOUS INGREDIENTS

Petroleum (Crude Oil) consists of a mixture of hydrocarbons from methane and up - chiefly of the paraffins, cycloparaffins, or of cyclic aromatic hydrocarbons, with small amounts of benzene hydrocarbons, sulfur, nitrogen and oxygenated compounds. The terms paraffin base crude, naphthene or asphalt base crude, and aromatic base crude are used to indicate the most prevalent constituents of crudes from various localities.

### SARA TITLE III SECTION 313

HAZARD AND TOXIC MATERIALS NOTIFICATION (This may not be a complete list of components.)

<u>Hazardous Component</u>	<u>CAS Number</u>	<u>Volume Range</u>
Toluene (Benzene, meth	ıyl) 108-88-3	0 to 1 %
Xylenes (Dimethyl Benze	ene) 1330-20-7	0 to 1 %
Benzene	71-43-2	0 to 1 %
Ethylbenzene	100-41-4	0 to 1 %
Cyclohexane (Benzene,	hexahydro) 110-82-7	0 to 1 %
Hydrogen Sulfide (H <sub>2</sub> S)	7783-06-4	0 to 10 PPM

### CERCLA INFORMATION

Under EPA-CWA, this product is considered an oil under Section 311. Spills into or leading to surface waters that cause a sheen must be reported to the National RResponse Center, 800-424-8802

### RCRA INFORMATION

Under EPA-RCRA (40 CFR 261.21), if this product becomes a waste material, it would be an Ignitable Hazardous Waste., Hazardous Waste Number D001. Refer to the latest EPA or State Regulations regarding proper disposal.

Crude Oil

Material Safety Data Sheet

SECTION III PHYSICAL DATA

Boiling Point (°F) < 32 to 760+ Specific Gravity (H<sub>2</sub>0 = 1) at 60°F 0.80 to 0.90

Vapor Pressure (mm. Hg) @ 60°F < 500

Percent Volatile by Volume (%) Varies with different Crudes

Solubility in Water Insoluble

Viscosity <50 SUS @ 100° F

Appearance and Odor:

Petroleum (Crude Oil) is a dark brown, greenish-brown, greenish fluorescent, or black-colored oily liquid depending upon its origin. It has a peculiar distinct heavy petroleum odor also varying with its place of origin and composition. Crude Oil may also have an odor of "rotten eggs" caused by hydrogen sulfide contamination.

SECTION IV FIRE AND EXPLOSION HAZARD DATA

Flash Point (TCC) < 80° F

(The Flash Point is dependent upon the individual Crude Oil.)

Classification: Flammable Liquid UN 1267
Flammable Limits: LEL N/A UEL N/A

Extinguishing Media:

Small Fires: Dry Chemical, Carbon Dioxide, water spray, or foam.

Large Fires: Water spray, fog, or foam

Hazardous Decomposition Products:

WARNING: Hydrogen Sulfide (H<sub>2</sub>S) and other hazardous vapors may evolve and collect in the headspace of storage tanks or other enclosed vessels. Hydrogen sulfide is an extremely flammable and highly toxic gas. Incomplete combustion may form toxic materials: Carbon Dioxide and Carbon Monoxide, plus various unidentified organic hydrocarbons may be formed.

Special Fire Fighting Procedures:

Cool containers with water spray to prevent re-ignition.

Unusual Fire and Explosion Hazards:

Avoid heat, open flames, and oxidizing agents such as Chlorine, Permanganates, and Dichromates.

### SECTION V HEALTH HAZARD

Threshold Limit Value:

No applicable information was found.

Effects of Overexposure:

None expected under normal conditions of use.

Emergency and First Aid Procedures:

IF IN EYES - Flush with large amounts of water, lifting upper and lower lids occasionally. Get medical attention.

IF ON SKIN - Thoroughly wash exposed area with soap and water. Remove contaminated clothing. Launder contaminated clothing before wearing.

IF INHALED - Remove individual to fresh air. If breathing is difficult, administer oxygen. If breathing has stopped, give artificial respiration. Keep person warm, quiet, and get medical attention.

IF SWALLOWED - Do not induce vomiting. Keep person warm, quiet and get medical attention.

Crude Oil Material Safety Data Sheet

### SECTION VI

### REACTIVITY DATA

Stable X Unstable
Incompatibility (Materials to avoid): Avoid contact with strong oxidizing agents like Chlorine,
Permanganates, and Dichromates.
Hazardous Decomposition Products:
May form toxic materials of Carbon Dioxide, Carbon Monoxide, various hydrocarbons, etc. a combustion by-products.
Hazardous Polymerization: May Occur Will Not Occur _X

### SECTION VII

### SPILL OR LEAK PROCEDURES

Steps to be taken in case material is released:

Small Spill: Eliminate all ignition sources (smoking, flares, flames, including pilot lights, electrical sparks, and etc.). Absorb liquid on paper, vermiculite, floor absorbent, or other absorbent material and place in non-leaking container for proper disposal.

Large Spill: Eliminate all ignition sources (smoking, flares, flames, including pilot lights, electrical sparks, and etc.). Persons not wearing protective equipment should be excluded from area of spill until clean-up has been completed. Stop spill at source, dike area of spill to prevent spreading, pump liquid to salvage tank or truck. Remaining liquid may be taken up on sand, clay, earth, floor absorbent or other absorbent material and shoveled into non-leaking containers for proper disposal. Prevent run-off to sewers, streams or other bodies of water. If run-off occurs, notify proper authorities as required, that a spill has occurred.

Waste Disposal Method:

Small Spill: Contaminated absorbent may be deposited in a landfill in accordance with local, state and federal regulations.

Large Spill: Reclaim as much as possible for reprocessing or salvage. Destroy by liquid incineration. Contaminated absorbent may be deposited in a landfill in accordance with local, state and federal regulations.

### SECTION VIII

### SPECIAL PROTECTION INFORMATION

Respiratory Protection:

Not needed for normal exposure. A NIOSH/MSHA jointly approved air supplied respirator is advised in absence of proper environmental control. Firefighters require SCBA Positive Pressure Breathing Apparatus when involved in petroleum fires.

Ventilation:

Ventilation is not required for normal conditions of use. If ventilation is needed, explosion-proof motors and fans are required to provide sufficient mechanical (general and/or local exhaust) ventilation to maintain exposure below TLV(S).

Personal Protective Equipment and Apparel:

Gloves: Wear petroleum resistant gloves such as: Neoprene, Nitrile, rubber gloves, etc.

Eye Protection: Safety goggles or face shield for protection from splashing in eyes.

Other Protective Equipment: Wear impervious protective clothing and boots appropriate for work situations to prevent repeated or prolonged skin contact. Launder contaminated clothing before wearing.

Crude Oil Material Safety Data Sheet

### SECTION IX

### SPECIAL PRECAUTIONS

Precautions to be taken when handling and storing:

Keep all containers in upright position with storage in cool, dry, well ventilated area away from heat, ignition, and strong oxidizers. Do not allow smoking in areas of use or dispensing. Motors, fans, switches, etc. in area of use or dispensing should be explosion proof. Ground containers when filling. Prevent all static and electric sparks.

### Other Precautions:

Have written confined space and tank entry procedures. Never allow tank entry without checking <a href="https://dx.doi.org/10.2016/nc.2016/05/2016/05/2016/nc.

<u>WARNING</u>: Hydrogen Sulfide (H<sub>2</sub>S) and other hazardous vapors may evolve and collect in the headspace of storage tanks or other enclosed vessels. Hydrogen sulfide is an extremely flammable and highly toxic gas. Use safety harness and safety line on person entering a tank. Stand-by person required with protective equipment available.

### SECTION X

### TOXICOLOGICAL INFORMATION

No applicable information was found.

### SECTION XI

### DOT LABELING INFORMATION

Proper Shipping Name:

Petroleum Crude Oil

Hazardous Classification:

Flammable Liquid, 3, UN 1267, PG I

(DOT ERG No. 27)

Identification No.:

UN 1267

Label(s) Required:

Flammable Liquid

### DISCLAIMER OF LIABILITY

The information in this MSDS was obtained from sources which we believe are reliable; however, the information if provided without any warranty, expressed or implied, regarding its correctness.

The conditions or methods of handling, storage, use and disposal of this product are beyond our control and may be beyond our knowledge. For this and other reasons, we do not assume responsibility and expressly disclaim liability for loss, damage or expense arising out of or in any way connected with the handling, storage, use or disposal of this product.

This MSDS was prepared and is to be used only for this product. If this product is used as a component in another product or mixed with another product, this MSDS information may not be applicable.

Date of Preparation or Last Change: June 2007

