New Town and Stanley Crude Oil Pipeline and Tank Facilities



Combined Corridor Compatibility and Route Permit Application

July 2014

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COMBINED CORRIDOR COMPATIBILITY AND ROUTE PERMIT APPLICATION CHECKLIST

The following table provides the North Dakota Public Service Commission with a guide to locate sections in the combined application that pertain to specific application requirements for the Certificate of Corridor Compatibility and Route Permit under the North Dakota Century Code.

State Authority	Description	Relevant Section
CENTURY CODE – Title 49		
Chapter 49-22	Energy Conversion and Transmission Facilities Siting Act	--
49-22-05.1	Exclusion and avoidance areas – Criteria	7.1, 7.2
	500-foot avoidance area for inhabited rural residences	7.2
49-22-07	Route permit required	Introduction
49-22-08	**Application for a certificate for a corridor**	--
1.a	Description of size and type of facility	1
1.b	Summary of environmental impacts	7.2.2, 8.1
1.c	Need for facility	3.1
1.d	Site for energy conversion facility	N/A
1.e	Preferred transmission corridor	2.19, Fig. 1
1.f	Analysis of merits and detriments of facility location	7.2.2, 8.1
1.g	Mitigative measures	9
1.h	Corridor evaluation pursuant to 49-22-09 and 49-22-05.1	7.1, 7.2.1, 8.1
1.i	Other relevant information	8.1
49-22-08.1	**Application for Route Permit**	--
1.a	Description of size and type of facility	1
1.b	Description of location	1, Fig. 1
1.c	Route evaluation pursuant to 49-22-09 and 49-22-05.1	7.1, 7.2.1, 8.1
1.d	Mitigative measures	9
1.e	Describe right-of-way preparation, construction, and reclamation	2.20
1.f	Statements identifying how: 1. Landowners informed of right-of-way acquisition 2. Easement conditions and restrictions 3. How landowners will be compensated	2.21
1.g	Other relevant information	8.1
49-22-09	Factors to be considered in evaluating applications and designation of sites, corridors, and routes	8.1
1.	Available research and investigations relating to the effects of the location, construction, and operation of the proposed facility on public health and welfare, natural resources, and the environment	8.1.1
2.	Effects of new transmission technologies and systems designed to minimize adverse environmental effects	8.1.2
3.	Potential beneficial uses of waste energy from energy conversion facility	8.1.3
4.	Unavoidable adverse direct and indirect environmental effects	8.1.4
5.	Corridor or route alternatives developed during the hearing process and which minimize adverse effects	8.1.5

State Authority	Description	Relevant Section
6.	Irreversible and irretrievable commitments of natural resources if designated	8.1.6
7.	Direct and indirect economic impacts of the proposed facility	8.1.7
8.	Existing plans of state, local, and private entities for other developments at or in the vicinity	8.1.8
9.	Effect on existing scenic areas, historic sites and structures, and paleontological or archaeological sites	8.1.9
10.	Effect on unique biological areas or habitat for rare and endangered species	8.1.10
11.	Problems raised by federal, state, and local entities	8.1.11
	ADMINISTRATIVE CODE – Title 69	
Chapter 69-06-05	Transmission Facility Permit	--
69-06-05-01	**Application for a transmission facility permit**	--
2.a. (1)	Type of facility proposed	1
2.a. (2)	Purpose of the facility	2.2
2.a. (3)	Technology to be deployed	2.5
2.a. (4)	Type of product to be transmitted	2.6
2.a. (5)	Source of the product to be transmitted	2.7
2.a. (6)	Final destination of the product to be transmitted	2.8
2.a. (7)	Size and design:	1, 2.1
2.a. (7)(a)	Width of right-of-way	2.9
2.a. (7)(b)	Approximate length of facility	2.10
2.a. (7)(c)	Estimated span length for electric facilities	N/A
2.a. (7)(d)	Anticipated type of structure for electric facilities	N/A
2.a. (7)(e)	Voltage for electric facilities	N/A
2.a. (7)(f)	Requirement for and general location of any new associated facilities	2.11
2.a. (7)(g)	Estimated distance between surface structures for pipeline facilities	2.12
2.a. (7)(h)	Pipe size for pipeline facilities	2.13
2.a. (7)(i)	Maximum design operating pressure and temperature for pipeline facilities	2.14
2.a. (7)(j)	Maximum design flow rate for pipeline facilities	2.15
2.a. (7)(k)	Number and general location of compressor or pumping stations	2.16
2.b.	Schedule	4
2.b. (1)	Obtaining the certification of corridor compatibility	4.1
2.b. (2)	Obtaining the route permit	4.2
2.b. (3)	Completing right-of-way acquisition	4.3
2.b. (4)	Starting construction	4.4
2.b. (5)	Completing construction	4.5
2.b. (6)	Testing operations	4.6
2.b. (7)	Commencing operations	4.7
2.c.	A copy of each evaluative study or assessment of the environmental impact of the proposed facility submitted to the agencies listed in section 69-06-01-05 and each response received	5.1, Appx. B, C, D, E, F
2.d.	Need for the facility	3.1

State Authority	Description	Relevant Section
2.e.	Description of alternatives	3.2
2.f.	Corridor width	5.2
2.g.	Study area that includes a proposed corridor of sufficient width to enable the Commission to evaluate factors listed in North Dakota Century Code 49-22-09	5.2
2.h.	Discussion of factors listed in North Dakota Century Code 49-22-09	8.1
2.i.	Discussion of the applicant's policies and commitments to limit the environmental impact of its facilities, including copies of board resolutions and management directives	6.1.1, 6.1.2
2.j.	Map of criteria that led to route location	Appx. I
2.k.	Discussion of the relative value of criteria, how location was selected, and how each criterion is affected by the location, construction, and operation of the facility	7.2.2
2.l.	Mitigative measures	9
2.m.	Qualifications of each person involved in the location study	10
2.n.	Map identifying criteria that led to the location of the route and new facilities	Appx. I
2.o.	Eight and one-half-inch by eleven-inch black and white map suitable for newspaper publication depicting the site area.	Appx. M
2.p.	Discussion of present and future natural resource development in the area	11.1
2.q.	Map and GIS data meet Commission requirements	12
69-06-06-01	**Application for Waiver of Procedures and Time Schedules**	--
2.a.	Type of facility, including the purpose and the technology to be employed	1, 2.2, 2.5
2.b.	Products to be produced or transmitted	2.6
2.c.	Capacity and design of facility	2.1, 2.4
2.d.	Location map of the facility	Figs. 1-3
2.e.	Description of general area to be served by the facility	2.3
2.f.	Anticipated time schedule	4
2.g.	Future expansion plans	11.2
2.h.	Need for facility	3.1
2.i.	Reasonable alternatives	3.2
2.j.	Justification for any deviations from most recent ten-year plan	6.2
2.k.	Estimated total cost of construction	2.17
2.l.	Specific provisions of law that the applicant requests the commission to waive or modify, with separate justifications	N/A
2.m.	Factual basis demonstrating facility will produce minimal adverse effects	7.2.2, 8.1, 9
69-06-08-02	**Transmission Facility Corridor and Route Criteria**	--
1.	Exclusion areas:	7.1
1.a.	Designated or registered national: parks; memorial parks; historic sites and landmarks; natural landmarks; monuments; and wilderness areas	7.1
1.b.	Designated or registered state: parks; historic sites; monuments; historical markers; archaeological sites; and nature preserves	7.1

State Authority	Description	Relevant Section
1.c.	County parks and recreational areas; municipal parks; and parks owned or administered by other governmental subdivisions	7.1
1.d.	Areas critical to the life stages of threatened or endangered animal or plant species	7.1
1.e.	Areas where animal or plant species that are unique or rare to this state would be irreversibly damaged	7.1
1.f.	Areas within 1,200 feet of the geographic center of an intercontinental ballistic missile (ICBM) launch or launch control facility	7.1
1.g.	Areas within 30 feet on either side of a direct line between intercontinental ballistic missile (ICBM) launch or launch control facilities to avoid microwave interference	7.1
2.	Avoidance areas:	7.2
2.a.	Designated or registered national: historic districts; wildlife areas; wild, scenic, or recreational rivers; wildlife refuges; and grasslands	7.2
2.b.	Designated or registered state: wild, scenic, or recreational rivers; game refuges; game management areas; management areas; forests; forest management lands; and grasslands	7.2
2.c.	Historical resources which are not specifically designated as exclusion or avoidance areas	7.2
2.d.	Areas which are geologically unstable	7.2
2.e.	Within 500 feet of a residence, school, or place of business. This criterion shall not apply to a water pipeline transmission facility	7.2
2.f.	Reservoirs and municipal water supplies	7.2
2.g.	Water sources for organized rural water districts	7.2
2.h.	Irrigated land	7.2
2.i.	Areas of recreational significance which are not designated as exclusion areas	7.2
3.	Selection Criteria:	7.2.1
3.a. (1)	Agricultural production	7.2.1.1
3.a. (2)	Family farms and ranches	7.2.1.2
3.a. (3)	Land economically suitable for irrigation	7.2.1.3
3.a. (4)	Surface drainage patterns and groundwater flow patterns	7.2.1.4, 7.2.1.5
3.b. (1)	Sound-sensitive land uses	7.2.1.6
3.b. (2)	Visual effect on the adjacent area	7.2.1.7
3.b. (3)	Extractive and storage resources	7.2.1.8
3.b. (4)	Wetlands, woodlands, and wooded areas	7.2.1.9, 7.2.1.10
3.b. (5)	Radio and television reception, and other communication or electronic control facilities	7.2.1.11
3.b. (6)	Human health and safety	7.2.1.12
3.b. (7)	Animal health and safety	7.2.1.13
3.b. (8)	Plant life	7.2.2.14
4.	Policy criteria:	7.2.2
4.a.	Location and design	7.2.2.1
4.b.	Training and utilization of available labor in this state for the general and specialized skills required	7.2.2.2
4.c.	Economies of construction and operation	7.2.2.3

State Authority	Description	Relevant Section
4.d.	Use of citizen coordinating committees	7.2.2.4
4.e.	Commitment of a portion of the transmitted product for use in this state	7.2.2.5
4.f.	Labor relations	7.2.2.6
4.g.	Coordination of facilities	7.2.2.7
4.h.	Monitoring of impacts	7.2.2.8
4.i.	Utilization of existing and proposed rights of way and corridors	7.2.2.9
4.j.	Other existing or proposed transmission facilities	7.2.2.10

TABLE OF CONTENTS

Section **Page**

Combined Corridor Compatibility and Route Permit Application Checklist iii
List of Tables x
List of Figures x
Acronyms and Abbreviations xi
List of Exhibits (Tab 2) xii

INTRODUCTION 1

1 SIZE AND TYPE OF FACILITY 1

2 DESIGN OF THE FACILITY 1
2.1 Design of the Proposed Facility 1
2.2 Purpose of the Facility 5
2.3 General Area to be Served 5
2.4 Capacity 6
2.5 Technology to be Deployed/Employed 6
2.6 Type of Product to be Transmitted 6
2.7 Source of Product to be Transmitted 6
2.8 Final Destination of Product 6
2.9 Width of Right-of-Way 6
2.10 Approximate Length of Facility 7
2.11 Requirement for and General Location of Any New Associated Facilities 7
2.12 Estimated Distance between Surface Structures for Pipeline Facilities 7
2.13 Pipe Size for Pipeline Facilities 7
2.14 Maximum Design Operating Pressure and Temperature for Pipeline Facilities 8
2.15 Maximum Design Flow Rate for Pipeline Facilities 8
2.16 Number and General Location of Compressor or Pumping Stations 8
2.17 Estimated Total Cost of Construction 8
2.18 Preferred Location of Facility 8
2.19 Preferred Location of Corridor 8
2.20 Description of Right-of-Way Preparation and Construction and Reclamation Procedures 8
2.21 Statements Describing How Targa Informs Affected Landowners 9

3 NEED 10
3.1 Need for the Facility 10
3.2 Alternatives to the Proposed Facility 11

4 SCHEDULE 11
4.1 Obtaining Certificate of Corridor Compatibility 11
4.2 Obtaining Route Permit 11
4.3 Completing Right-of-Way Acquisition 11
4.4 Starting Construction 12
4.5 Completing Construction 12
4.6 Testing Operations 12
4.7 Commencing Operations 12

Section **Page**

5 STUDIES 12
5.1 Summaries and Copies of Environmental Impact Studies or Assessments Submitted to Agencies Listed in NDCC § 69-06-01-05 and Each Response Received 12
5.2 Study Area / Corridor Width 13

6 POLICIES 13
6.1 Discussion of Utility's Policies and Commitments to Limit the Environmental Impact, Including Board Resolutions/Management Directives 13
6.2 Justification for Any Deviations from the Applicant's Most Recent Ten-Year Plan 14

7 CRITERIA 14
7.1 Exclusion Areas 15
7.2 Avoidance Areas 16

8 MISCELLANEOUS 31
8.1 Evaluation Factors 31

9 MITIGATION 36

10 QUALIFICATIONS 37

11 DEVELOPMENT 38
11.1 Discussion of Present and Future Natural Resource Development in the Area 38
11.2 Plans for Future Expansion 38

12 MAPS 38
12.1 Map of Criteria within Study Area 38
12.2 Mylar Maps of Study Area 39

13 REFERENCES 39

List of Tables

Table 1: Projected Average Barrels per Day to be Moved Through the Pipeline 6
Table 2: Surface Structure Locations 7
Table 3: Projected Volume of Crude Petroleum to be Transported via Truck 11
Table 4: Exclusion Areas within or near the Study Corridor 15
Table 5: Avoidance Areas within the Study Corridor 17
Table 6: Noxious Weed List for Mountrail County, North Dakota 20
Table 7: Rights-of-Way Crossed and Adjacent to Pipeline 29
Table 8: Reroute Locations and Rationale 32
Table 9: Percentage of Construction Materials Supplied by U.S. Manufacturers 33
Table 10: PLOTS Properties Near Project 34
Table 11: Personnel Qualifications 37

List of Figures

Figure 1: New Town to Stanley Pipeline, North Dakota, United States 2
Figure 2: New Town to Stanley Pipeline, Overview of the New Town Tank Facility Location 3
Figure 3: New Town to Stanley Pipeline, Overview of the Stanley Tank Facility Location 4

Acronyms and Abbreviations

°F	degrees Fahrenheit
ANSI	American National Standards Institute
API	American Petroleum Institute
Commission	North Dakota Public Service Commission
dB(A)	A-weighted decibels
Enbridge	Enbridge, Incorporated; *also* Enbridge Energy Partners, L.P.
EOG	EOG Resources, Inc.
EPA	U.S. Environmental Protection Agency
GIS	geographic information systems
HDD	horizontal directional drilling
HUC	hydrologic unit code
L_{dn}	day-night sound levels averaged over a 24-hour period
NDG&F	North Dakota Department of Game and Fish
NWI	National Wetlands Inventory
PADD	Petroleum Administration for Defense District
PLOTS	Private Lands Open to Sportsmen
Project	New Town to Stanley Pipeline Project
psi	pounds per square inch
ROW	right-of-way
SASR	Sakakawea Area Spill Response, LLC
SCADA	Supervisory Control and Data Acquisition
Targa	Targa Badlands, LLC
USFWS	U.S. Fish and Wildlife Service
USGS	U.S. Geological Survey

List of Exhibits (Tab 2)

Appendix A: HDD and Boring Locations

Appendix B: Abstract from Juniper Report: Class I Cultural Survey

Appendix C: Abstract from Metcalf Report: Class III Pedestrian Cultural Survey

Appendix D: SHPO Letter of Concurrence

Appendix E: Southwest Geoscience, Inc.: Threatened and Endangered Species Report

Appendix F: Southwest Geoscience, Inc.: Potential Waters of the United States Jurisdictional Determination

Appendix G: Agency Communications

Appendix H: Lowham Walsh: Field Report

Appendix I: Maps of Exclusion and Avoidance Areas

Appendix J: Construction Drawings and Best Management Practices

Appendix K: Facility Response Plan

Appendix L: Stormwater Pollution Prevention and Erosion Control Plan

Appendix M: Black and White Map

INTRODUCTION

Targa Badlands LLC (Targa) submits this Combined Corridor Compatibility and Route Permit Application to the North Dakota Public Service Commission (Commission). Targa owns and operates a crude oil gathering system that gathers crude oil from multiple production sites on the Van Hook Peninsula, located within the Fort Berthold Indian Reservation, for delivery to Targa's Stanley, North Dakota terminal. Presently, the sole delivery point for the gathering system is an interconnection with the Enbridge Energy Partners, L.P. (Enbridge) terminal adjacent to Targa's Stanley terminal. Targa, however, designed and constructed the gathering system consistent with its contractual obligations to the primary customer served by the gathering system on the Van Hook Peninsula to accommodate two planned delivery points at Targa's New Town, North Dakota terminal. Accordingly, Targa constructed a 30,000 barrel tank at New Town that was intended to store crude oil before delivery to the New Town delivery points. The delivery points at New Town have not been completed. Targa, therefore, is not currently utilizing the 30,000 barrel tank at New Town. Targa now seeks the ability to utilize the 30,000 barrel tank at New Town for temporary operational storage of oil and to redeliver the oil back into the gathering pipeline for delivery to Stanley. Targa seeks to utilize the New Town tank in this manner to better manage gathering operations and to have the ability to safely shut down the flow of oil from either the New Town or Stanley tank facilities in the event of an unanticipated interruption of service or unavailability of the Enbridge delivery point in Stanley. Accordingly, out of an abundance of caution, Targa submits this application to the Commission to authorize the conversion of the New Town to Stanley segment of its gathering system to a "transmission" pipeline, as defined in North Dakota Century Code, Section 49-22-03.

In accordance with Chapter 49-22 of the North Dakota Century Code, Section 69-06-08-02 of the North Dakota Administrative Code, and the Commission's Energy Conversion and Transmission Facility Siting Guidelines, Targa provides the following information to support its request for a Certificate of Corridor Compatibility and Route Permit for the Project.

1 SIZE AND TYPE OF FACILITY

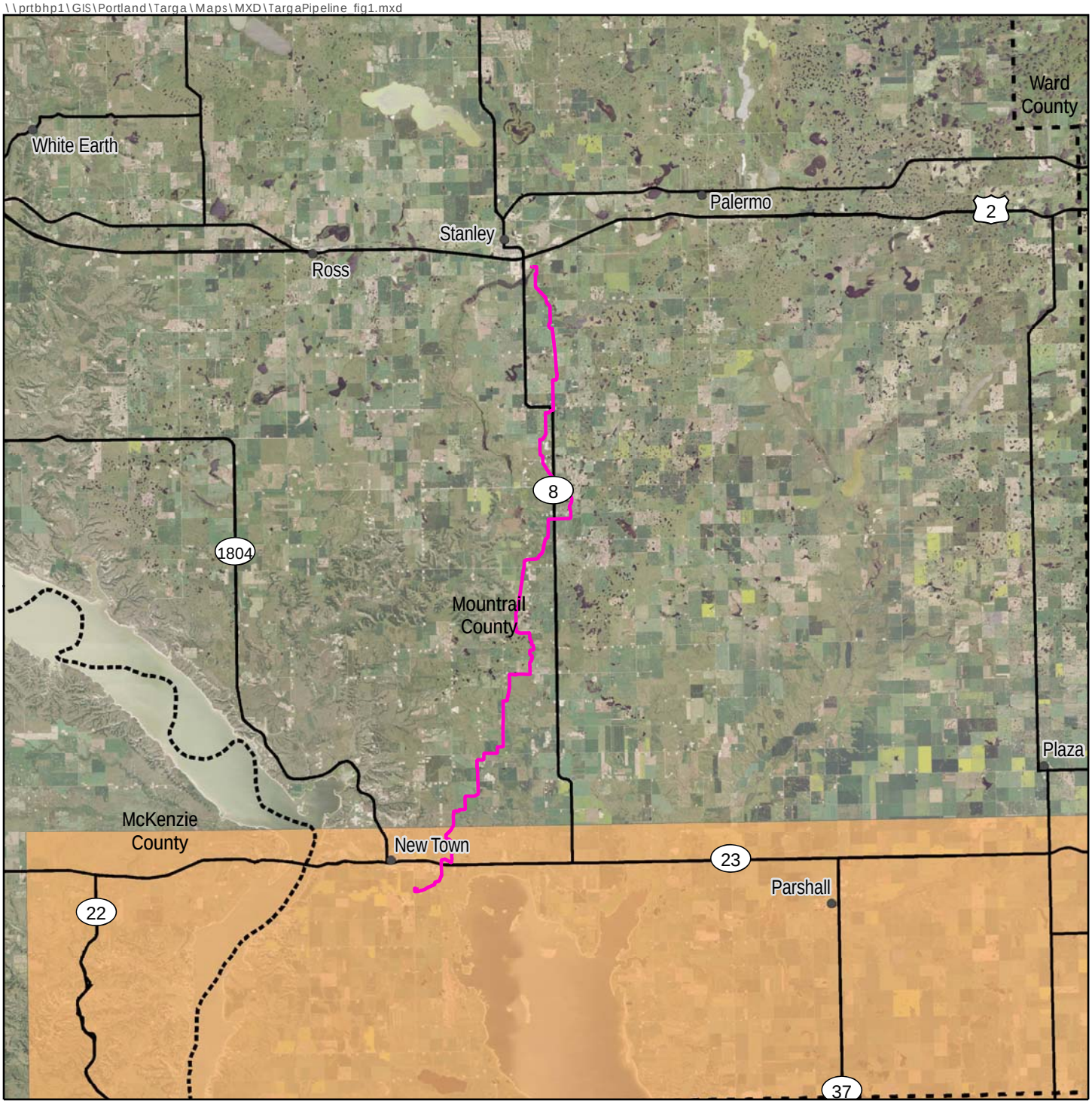
The facility is comprised of two terminals with storage tanks and an underground pipeline for the transport and storage of crude petroleum. The length of the pipeline is 167,371 feet (31.70 miles), located between New Town and Stanley, North Dakota (Figure 1). At the origin of the pipeline, near New Town, the facility has a 30,000-barrel-capacity tank. At the terminus, near Stanley, the facility has a 25,000-barrel-capacity tank. Targa will own and operate the described facility for the foreseeable future.

2 DESIGN OF THE FACILITY

2.1 Design of the Proposed Facility

The facility design includes an existing underground gathering pipeline right-of-way (ROW), route, pipe, and associated valves and surface equipment, and tank facilities located near New Town and Stanley (Figures 2 and 3).

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Source: ESRI 2009, NAIP 2012

- New Town to Stanley Pipeline
- Cities
- Highways
- Counties
- Fort Berthold Reservation

0 5 Miles
0 5 Kilometers

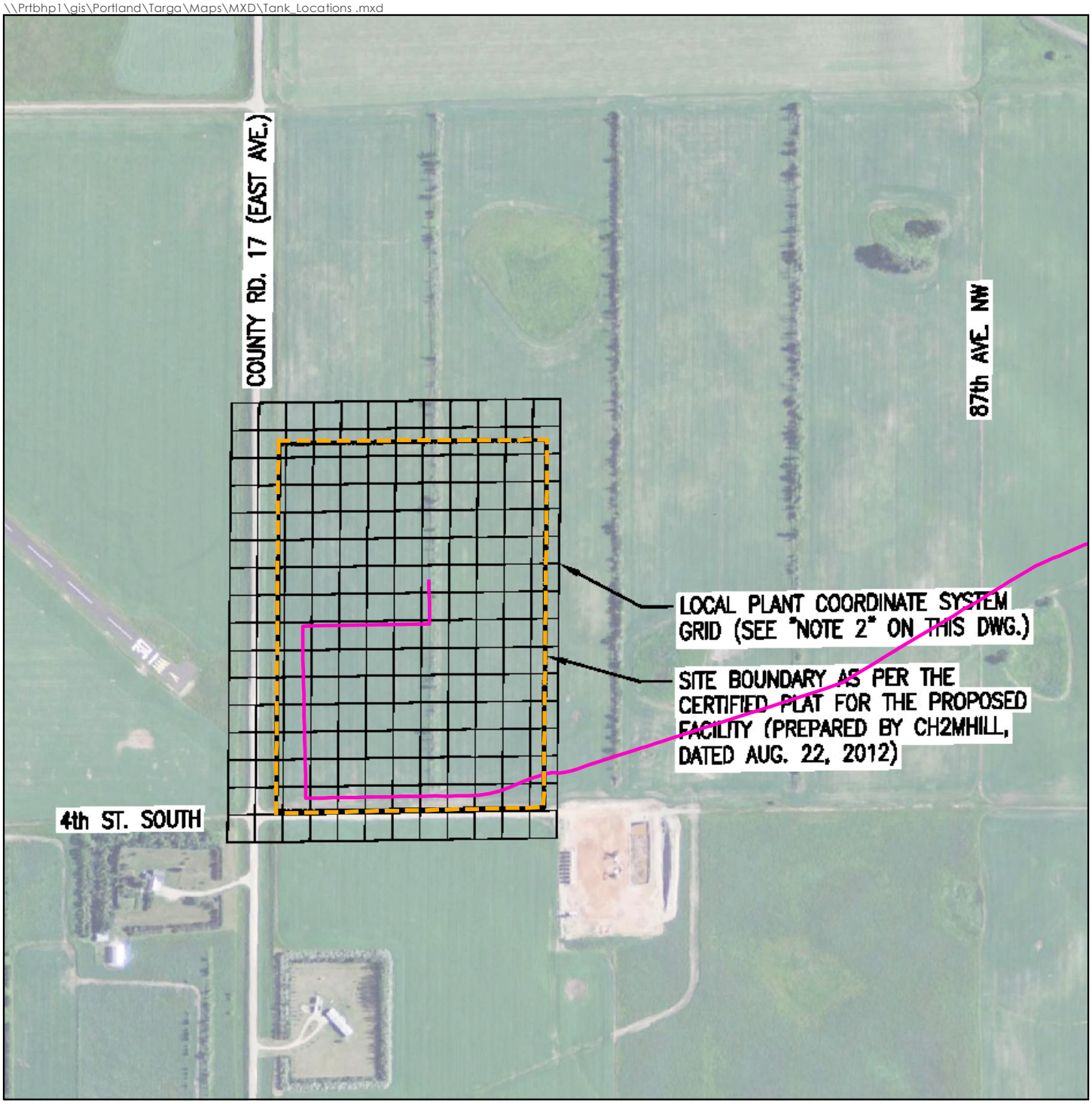
Figure 1
New Town to Stanley Pipeline

North Dakota, United States

April 2014

LOWHAM WALSH LLC
Engineering & Environmental Services

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Source: ESRI 2009, NAIP 2012, E&E 2014; CH2MHILL 2013 Engineering Drawings

New Town to Stanley Pipeline

Tank Site Location (approximate)

0 500 Feet

0 0.25 Kilometers

N

Figure 2
New Town to Stanley Pipeline

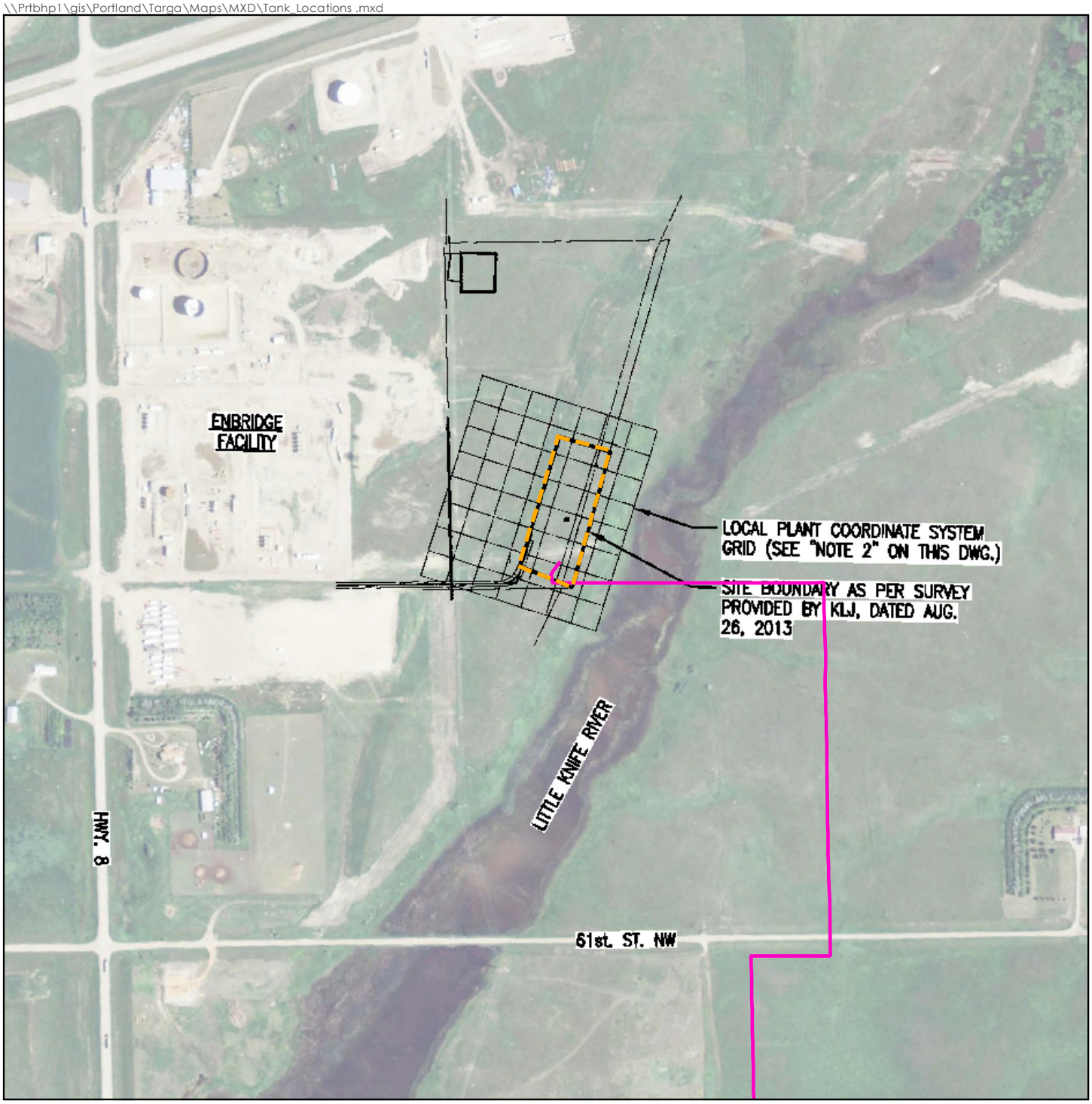
Overview of
New Town Tank Facility Location

North Dakota, United States

June 2014

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Engineering & Environmental Services

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Source: ESRI 2009, NAIP 2012, E&E 2014; CH2MHILL 2013 Engineering Drawings

New Town to Stanley Pipeline

Tank Site Location (approximate)

0 500 Feet

0 0.25 Kilometers

N

Figure 3
New Town to Stanley Pipeline

Overview of Stanley Tank Facility Location

North Dakota, United States

June 2014

LOWHAM WALSH LLC
Engineering & Environmental Services

The tank facility near New Town includes a pig receiver, sump tank, booster pump station, outlet meter station, 30,000-barrel-capacity tank, tank inlet and outlet manifolds, inlet meter station, mainline pump station, pig launcher, and a control building. The tank facility near Stanley includes a pig receiver, sump tank, control valve manifold, inlet meter station with leak-detection equipment, 25,000-barrel-capacity tank, strainer station, transfer pump station, control building, and an asset custody transfer station. An underground pipeline connection to the Enbridge terminal near Stanley is less than 1 mile in length and is owned and operated by Enbridge.

The underground pipeline system includes an 8-inch pipeline capable of transporting a maximum of 48,960 barrels of oil per day. The pipeline includes a valve station at roughly the midway point between the New Town and Stanley tank facilities (85,355 feet or 16.17 miles from origin). The pipeline route includes either a 25-foot or a 50-foot permanent easement, varying with easement rights.

The steel pipe meets American National Standards Institute (ANSI) 600 specifications. In most areas, the pipeline is comprised of 8.625-inch outside diameter pipe with a 0.219-inch wall thickness and a maximum allowable operation pressure of 1,480 pounds per square inch (psi) at a maximum operating temperature of 100 degrees Fahrenheit (°F). Pipe meeting the American Petroleum Institute (API) 5L specification, with PSL-2 and X-52 ratings, and a 0.322-inch wall thickness was used where the pipeline encounters railway or roadway crossings, natural drainages, ponds, sloughs or other wetlands, and on each side of aboveground valve stations. Pipe welds were inspected by a qualified weld inspector according to industry standard practice. For more information on pipeline safety, see Section 7.2.2.12. The pipeline was installed at depths varying between 4 and 8 feet below ground surface.

The existing pipeline was installed as part of a larger gathering system. The tank at New Town was constructed pursuant to Targa's contractual obligations to its customer to facilitate planned delivery points at New Town. The tank at New Town also provides Targa with the ability to temporarily store oil in the event that Enbridge, for operational reasons, is unable to accept crude oil from the Targa facility at Stanley. The tank at New Town will enable continued production from producing wells on the Van Hook Peninsula, even if Enbridge is unable to accept crude petroleum at the Stanley terminal. Temporarily storing the crude petroleum at either the New Town or the Stanley tank facilities provides a level of safety in operations unachievable without the tank. Without the tanks, a rapid shutdown of the gathering system and the producing wells could potentially result in damage to the gathering pipeline and on-pad well equipment.

2.2 Purpose of the Facility

The purpose of the facility is to deliver gathered crude petroleum from the Van Hook Peninsula on Fort Berthold Indian Reservation to the Enbridge terminal near Stanley. From the Enbridge terminal, pipelines owned and operated by third parties deliver crude petroleum to:

1. The EOG Resources, Inc. crude-by-rail facility, northeast of Stanley; and/or
2. The Enbridge Station near Berthold, which can transport the crude petroleum via either by rail or the existing Dakota Pipeline to the Petroleum Administration for Defense District (PADD) 2 hub near Clearbrook, Minnesota, or to markets in Canada.

2.3 General Area to be Served

The general area to be served by this pipeline is the Van Hook Peninsula within Fort Berthold Indian Reservation (see Figure 1). The peninsula is surrounded on three sides by portions of Lake Sakakawea, including the main body of the lake, and the Van Hook Arm. Access to the peninsula is obtained across a 4.2-mile-wide isthmus.

2.4 Capacity

The pipeline is designed to transport a daily maximum of 48,960 barrels per day (design maximum) to the Enbridge terminal near Stanley. Projected average barrels per day for the pipeline are lower than the maximum value and are shown in Table 1. The storage capacity of the New Town tank facility is 30,000 barrels; the Stanley tank facility is 25,000 barrels.

Table 1: Projected Average Barrels per Day to be Moved Through the Pipeline

Year	Average Barrels per Day
2014	7,561
2015	16,208
2016	18,622
2017	20,366
2018	21,486

2.5 Technology to be Deployed/Employed

The technology employed is an underground pipeline with aboveground storage tanks at each end. The pipeline, as a gathering system, was installed utilizing methods of trenching and horizontal directional drilling (HDD). Trenching was utilized in open areas where wetlands, large or non-ephemeral drainages, streams and rivers, and other bodies of water were absent. HDD methods were employed when roadways, railways, wetlands, large or non-ephemeral drainages, streams and rivers, and other bodies of water were encountered. Only one road was crossed using trenching methods. Further discussion of trenching through the roadway is provided in Appendix A and in Section 7.2.2.9.

The construction of facilities was accomplished using standard construction techniques, including site preparation (i.e., clearing, grubbing, grading), concrete pouring, and steel erection. Major features (e.g., tanks) were constructed on site. Major equipment (e.g., manifolds) was assembled in a local fabrication shop and then installed on site.

2.6 Type of Product to be Transmitted

The type of product to be transmitted is crude petroleum produced and gathered from the Van Hook Peninsula. The product is categorized as light-sweet crude.

2.7 Source of Product to be Transmitted

The sources of the crude petroleum are the Bakken and Three Forks formations beneath the Fort Berthold Indian Reservation. The wells producing the crude are located on the Van Hook Peninsula, within the exterior boundaries of the reservation.

2.8 Final Destination of Product

The final destination may be any refinery in the U.S. or Canada. Product will be delivered to the refineries via interstate pipeline or rail service, or a combination of both methods.

2.9 Width of Right-of-Way

The width of the construction ROW is 100 feet. The construction ROW utilized the “Trench and Spoil Side Method.” Further discussion of methods used during construction can be found in Section 8.

The width of the permanent ROW varies by location and is either 25 feet or 50 feet.

2.10 Approximate Length of Facility

The final length of the pipeline is 167,371 feet (31.70 miles). The final length was necessitated by reroutes deemed necessary to avoid:

1. Critical habitat of a federally listed species (piping plover),
2. Numerous archaeological sites, and
3. Specific requests made by landowners and lease operators impacted by the pipeline.

The location and need for each reroute is discussed in Section 8.1.5.

2.11 Requirement for and General Location of Any New Associated Facilities

The New Town tank facility is located on 30 acres within Section 21 of Township 152, Range 92. The facility is accessible via East Avenue, south of Highway 23. The physical address for the facility is 3801 88th Avenue NW, New Town, ND 58763. The 30,000-barrel tank and associated equipment and piping are located on the northern half of the site. The southern portion of the site includes buildings and is used as a laydown yard for ongoing Targa operations and maintenance activities. There are two existing pipeline easements held by Slawson Exploration, Inc. The easements run across the southern portion of the property.

The Stanley tank facility is located on 5 acres within Section 27 of Township 156, Range 91. The facility is accessible via extension of an existing roadway (61st Avenue NW) located along the south side of the Enbridge Terminal. The physical address of the facility is 8059 61st Avenue NW, Stanley, ND 58784. This site is subject to easements for an electric transmission line (Montana-Dakota Utilities) along the east side of the property, and crude petroleum (Enbridge) and natural gas pipelines (Plains All American Pipeline Partners) along the southern portion of the property. Another crude petroleum pipeline easement exists along the western edge of the property. Both crude petroleum pipelines have a 50-foot-wide easement. The natural gas pipeline has a 60-foot-wide easement.

2.12 Estimated Distance between Surface Structures for Pipeline Facilities

Surface structures are located as shown in Table 2.

Table 2: Surface Structure Locations

Component Name	Location (Township-Range-Section)	Distance from Origin (pipeline feet)	Distance to Terminus (pipeline feet)
New Town Tank Facility	152-92-21	0	167,371
Valve Station	154-91-33	83,555	83,816
Stanley Tank Facility	156-91-27	167,731	0

2.13 Pipe Size for Pipeline Facilities

The pipe utilized for the project meets ANSI 600 specifications. In most areas, the pipeline is comprised of 8.625-inch outside diameter pipe with a 0.219-inch wall thickness and a maximum allowable operation pressure of 1,480 pounds psi at a maximum operating temperature of 100°F. Pipe meeting the API 5L specification, with PSL-2 and X-52 ratings, and a 0.322-inch wall thickness was used where the pipeline encounters railway or roadway crossings, natural drainages, ponds, sloughs or other wetlands, and on each side of aboveground valve stations. At the tank facilities, piping meets the API 5L specification, with PSL-2 ratings, with a 0.322-inch wall thickness.

2.14 Maximum Design Operating Pressure and Temperature for Pipeline Facilities

The maximum operating pressure for the pipeline is 1,480 psi at a maximum operating temperature of 100°F.

2.15 Maximum Design Flow Rate for Pipeline Facilities

The maximum flow rate for the pipeline is an average of 48,960 barrels of crude oil per day.

2.16 Number and General Location of Compressor or Pumping Stations

A pumping station is located at the New Town facility and includes four pumps. Two mainline pumps are in constant service, and are not operationally part of the tank at the site. Two booster pumps are associated with the tank, with a single pump designated for constant service (when the tank is being utilized), and the other designated as a "hot spare." The mainline pumps presently operate, and do not require the 30,000 barrel storage tank at New Town to be in service. At the Stanley tank facility, two mainline pumps send crude petroleum to the Enbridge facility. The locations of the two tank facilities are shown on Figures 2 and 3.

2.17 Estimated Total Cost of Construction

The total estimated cost of the New Town to Stanley Pipeline Project (Project) is $40.89 million. This includes $15.12 million for the New Town tank facility, $10.03 million for the Stanley tank facility, and $15.74 million for the pipeline.

2.18 Preferred Location of Facility

The location of the proposed route is depicted on Figure 1. The locations of the two tank facilities are:

- 3801 88th Avenue NW, New Town, ND 58763: occupying 30 acres within Township 152, Range 92, Section 21; and
- 8059 61st Avenue NW, Stanley, ND 58784: occupying roughly 5 acres within Township 156, Range 91, Section 27.

2.19 Preferred Location of Corridor

The location of the corridor is depicted on Figure 1.

2.20 Description of Right-of-Way Preparation and Construction and Reclamation Procedures

2.20.1 Right-of-Way Preparation

The ROW was cleared, grubbed, and graded to allow for pipeline construction on the prescribed temporary construction width of 100 feet. All topsoil was removed and stored to the side for replacement in the affected area after construction.

2.20.2 Construction Methods – Trenching and Boring

All trenching was performed mechanically with either an excavator or a ditching machine to a depth allowing a minimum of 4 feet from top of pipe to top of cover. When rock was present, an excavator with rock teeth was used. Boring and HDD pipe installation was performed when navigable

waters were encountered or identified, or if crossing under a road, railroad, pipeline/utility, or areas where trenching was deemed unsafe or impractical. Casing of pipelines was not used as it leads to corrosion issues.

Directional boring was used to cross roadways, railways, larger natural drainages, and wetlands without causing disturbance to these areas. This method was utilized in 66 separate locations for this purpose (Appendix A).

2.20.3 Reclamation Methods

Typically, the ROW was cleared in a continuous manner of all construction material, uncovered rocks, and compacted areas. Holes and ruts were filled and graded. Since construction was completed in early winter, the contractor had to return to work in the spring. Reclamation was in progress during the field reconnaissance performed by Lowham Walsh LLC in mid-May 2014. Revegetation of croplands was largely completed by farmers during the spring planting season. Revegetation of pasture/grazing land is ongoing at the present time, with construction and reclamation contractors assessing conditions and taking appropriate actions. A detailed discussion on observed revegetation is provided in Appendix H.

During the course of the pre-construction activities, all highway permits and other permitting requirements were secured prior to the start of construction.

2.21 Statements Describing How Targa Informs Affected Landowners

2.21.1 Easement Acquisition

Targa acquired the North Dakota-based assets of Saddle Butte Pipeline, LLC in December 2012. Most of the ROW for the pipeline had previously been procured by Saddle Butte. Targa therefore did not have the opportunity to deal directly with the majority of the landowners during the ROW acquisition process. However, upon conception of a pipeline project, Targa's Land and ROW Department follows these general steps in the acquisition process:

1. Identifies the proposed route of the pipeline.
2. Determines from the tax records the current owner of record for each property along the pipeline route.
3. Once constructability is determined, makes contact with all of the landowners along the route to obtain their permission to survey.
4. Surveys the alignment and gathers data sufficient to prepare a legal description, prepare land plats, and develop alignment sheets. Additionally, certain information is obtained along the route to aid in the design of the pipeline segment.
5. Selects environmental consultants and determines appropriate environmental surveys to be conducted.
6. Conducts needed environmental surveys (e.g., delineate wetlands, threatened and endangered species, cultural resources).
7. Performs title work to verify ownership and to identify any foreign lines.

2.21.2 Easement Conditions and Restrictions

Access to the ROW by Targa is required, thus landowners may not construct any permanent structures within the ROW. Also, trees are not allowed to grow on the ROW, so if a landowner plants an orchard of trees, they would be removed. Native trees that grow on their own are cut down as a part of the ongoing maintenance of the ROW, i.e. mowing.

2.21.3 How Targa Compensates Landowners for Easements

The ROW form is prepared and the land plat with legal description is incorporated as part of the agreement. Targa ROW agents visit the landowners, negotiate terms and compensation, and the ROW agreement is signed when all parties are in agreement. The project moves to the construction phase only after the entire ROW has been procured. Targa considers the actual compensation provided to landowners as confidential information.

3 NEED

3.1 Need for the Facility

3.1.1 Pipeline Capacity is Constrained in Western North Dakota

Intrastate movement of crude oil is accomplished by either truck or pipeline. Statewide, approximately 56% of all crude oil is transported by truck to either pipeline or crude-by-rail terminals. In Mountrail County, approximately 46 percent of all crude is transported by truck, with the major portion of the crude produced on the Van Hook Peninsula being transported by truck (Kringstad, 2014). The New Town to Stanley pipeline will increase the portion of crude being transported by pipeline, reducing the need for transport by truck from the Van Hook Peninsula.

3.1.2 Area Crude Supply is Increasing

Crude oil production in North Dakota has tripled in the past few years. North Dakota is presently producing in excess of 1 million barrels of crude oil per day and this is anticipated to increase to between 1.4 and 1.7 million barrels per day by 2022 (Kringstad 2014). Leading industry experts have predicted that production may reach 2.0 million barrels per day (Burns 2014). Improved well completion technologies and the use of advanced recovery methods are cited as reasons for oil production to increase to this high level. There is a significant need for additional pipeline infrastructure for the safe transport of these high volumes of crude oil in western North Dakota.

3.1.3 Planned Use and Purpose

The pipeline is capable of transporting a daily maximum average of 48,960 barrels per day to the Enbridge terminal in Stanley, North Dakota. Presently, the pipeline transports crude petroleum gathered from 90 production wells within the Fort Berthold Indian Reservation. Current production acreage dedicated to the midstream services provided by Targa will raise the number of wells to 136. The projected volume of crude to be transported by the pipeline under existing midstream contracts is shown above in Table 1 (Section 2.4).

Targa has developed a gathering system serving the Van Hook Peninsula on Fort Berthold Indian Reservation. The system delivers crude oil to the Enbridge terminal near Stanley. The system is sized so that additional production volumes, as they become available, can be accommodated. The system will allow for the safe and environmentally friendly transport of crude oil as production increases in the area.

Targa seeks the ability to utilize the 30,000 barrel tank at New Town for temporary operational storage of oil and to redeliver the oil back into the gathering pipeline for delivery to Stanley. Targa seeks to utilize the New Town tank in this manner to better manage gathering operations and to have the ability to safely shut down the flow of oil in the gathering system in the event of an unanticipated interruption of service or unavailability of the delivery point in Stanley.

3.2 Alternatives to the Proposed Facility

A feasible alternative would be the use of tanker trucks for the transport of crude oil from on-pad tank batteries to the Enbridge facility near Stanley via Highways 23 and 8. Although not as economical as a pipeline, tractor-trailer rigs are capable of moving the oil year- round, except during periods when weather would prohibit such transport (e.g., blizzard conditions). Trucking crude oil would include increased risk of highway-related incidents, including potential spillage of oil in the event of a traffic accident.

Transporting projected volumes of crude petroleum by truck on Highways 23 and 8 would require the number of trucks shown in Table 3 (approximately 220 barrels per truck) to complete round-trip journeys between New Town and Stanley. Included in Table 3 is the estimated average time between trucks on the highway, and the number of trucks passing a single point in one direction over the highway between the New Town and Stanley tank facilities.

Table 3: Projected Volume of Crude Petroleum to be Transported via Truck

Year	Annual Average Barrels per Day	Trucks per Day	Estimated Minutes between Trucks
2014	7,651	36	40.9
2015	16,208	76	19.0
2016	18,622	87	16.6
2017	20,366	95	15.2
2018	21,486	100	14.4

Based on Targa's projections, the Van Hook gathering system will increase output of crude oil up to an anticipated annual average of 21,486 barrels per day for the next five years.

Presently, Targa is gathering from 90 production wells, which are supplying the current 7,651 average barrels of crude per day. There are 46 new wells projected to direct production to the pipeline in the future. Production above this number of wells may be added through contracting with new midstream service clients in the future.

4 SCHEDULE

4.1 Obtaining Certificate of Corridor Compatibility

Targa submitted a combined corridor, route, and site compatibility application (this document) to the Commission in July 2014.

4.2 Obtaining Route Permit

Targa submitted a combined corridor, route, and site compatibility application (this document) to the Commission in July 2014.

4.3 Completing Right-of-Way Acquisition

The ROW acquisition negotiations with landowners were completed on July 30, 2013. A building permit for the construction of the New Town tank facility was approved on March 27, 2013, by the City of New Town. A building permit for the construction of the Stanley tank facility was approved on September 10, 2013, by the City of Stanley.

4.4 Starting Construction

Construction of the pipeline commenced June 1, 2013. Construction of the New Town and Stanley tank facilities began June 1, 2013, and August 15, 2013, respectively.

4.5 Completing Construction

Construction of the pipeline was completed on November 1, 2013. Construction of the New Town and Stanley tank facilities was completed April 11, 2014, and June 6, 2014, respectively.

4.6 Testing Operations

Testing and commission of the pipeline commenced October 4, 2013. Testing of the New Town tank facility began on May 12, 2014. Testing and commissioning of the Stanley tank facility is anticipated to conclude July 15, 2014.

4.7 Commencing Operations

Operation of the pipeline began November 11, 2013. Operation of the Stanley tank facility is anticipated to begin on July 15, 2014. Targa has not begun operations of the New Town tank and does not plan to operate the tank until Targa receives a Corridor Compatibility and Route Permit.

5 STUDIES

5.1 Summaries and Copies of Environmental Impact Studies or Assessments Submitted to Agencies Listed in NDCC § 69-06-01-05 and Each Response Received

Prior to construction of the crude oil gathering pipeline, Targa retained specialized consultants to perform archaeological, historical, cultural, and biological surveys of the proposed pipeline route. A Class I literature review of the proposed route was conducted by Juniper, LLC, of Bismarck, North Dakota (see Appendix B). This was followed by a Class III intensive pedestrian survey of the 100-foot-wide construction corridor and both tank facility sites. The Class III survey was performed by Metcalf Archaeological Consultants, Inc. of Bismarck, North Dakota (see Appendix C). A copy of the letter of concurrence from the North Dakota State Historic Preservation Officer is provided in Appendix D. Additionally, an individual representing the MHA Tribal Historic Preservation Officer walked the route with a Metcalf archaeologist, then provided a verbal approval.

In 2013, Southwest Geoscience, Inc. performed desktop studies and field surveys for hydrology, topography, and vegetation of the study area (see Appendices E and F). This study included a determination of jurisdictional waters of the United States to be impacted by the New Town to Stanley Pipeline Project. Finally, Southwest Geoscience, Inc. reviewed the potential of the Project to impact federally listed threatened and endangered species. In addition, Project information was transmitted to many state and federal agencies for their review and comment. Agency responses received to date are included in Appendix G, along with a sample of the letter sent. No concerns or issues beyond routine, expected comments were raised.

Lowham Walsh, LLC, of Bismarck, North Dakota conducted site reconnaissance (see Appendix H) of the pipeline and tank facility sites during May 2014 to ground-truth hydrologic and biological baseline studies referenced above and to evaluate erosion and sediment control mitigation used during construction, particularly at wetlands and drainage crossings.

5.2 Study Area / Corridor Width

The desktop and field studies referenced in Section 5.1 focused on a 100-foot-wide study corridor centered on the pipeline route and that corresponds to the temporary workspace easement utilized during construction, as well as the two tank facility sites near Stanley and New Town. To better understand the cultural setting, the study area for the Class I literature review for previously identified cultural sites extended up to a 1-mile radius from the proposed pipeline alignment. For purposes of this combined application, the "study area" refers to the 100-foot corridor within which the permanent 25- to 50-foot-wide ROW currently exists.

6 POLICIES

6.1 Discussion of Utility's Policies and Commitments to Limit the Environmental Impact, Including Board Resolutions/Management Directives

6.1.1 Health and Safety

Targa is committed to protecting the health and safety of all company employees, the people living in the communities in which Targa works, and everyone who uses Targa products. Wherever the company operates, Targa conducts business with respect and care for the environment and systematically manages risks to drive sustainable business growth. Targa will not be satisfied until all injuries, occupational illnesses, unsafe practices, and incidents of environmental harm from Targa activities have been eliminated.

Each Targa employee is responsible for his own safety and as such, anyone may stop work at any time they feel a particular job or situation to be unsafe. As a result, employees are empowered to take the time to do a job right, so that everyone goes home safely each day to his or her families. Targa focuses on safety, and health extends beyond company employees to contract employees. To that point, Targa requires all contract employees to be ISNetworld-certified contractors and to comply with Targa's safety and health policies and procedures.

The Occupational Safety and Health Organization Process Safety Management regulates Targa's gas plants and many of the company's storage terminals. Targa strives to design, operate, and audit their facilities according to industry standards and best management practices. Targa management is proud of the company's safety record, especially during these times when the industry segment is seeing rapid growth and expansion.

Targa employees live and work in the same community where most of the company's facilities are located. As such, it is the company's goal is to be a corporate neighbor of choice. This means being committed to the advancement of communities, encouraging environmental sustainability, and working hand-in-hand with Targa facilities' neighbors to address their concerns. Targa supports community initiatives and participates in, or provides support to, local fundraising events, festivals, charities, and school sports.

6.1.2 Environmental Management

Targa works to protect the environment—home to its employees and customers. Protection of the environment is an integral component of the way Targa conducts business. Environmental protection efforts span the life of each project, from planning through construction, restoration, and into full operation.

Environmental data collected to date include information on soils, land use, wetland and waterbody crossings, protected species, and cultural resources. Targa will continue to work with appropriate regulatory agencies and will continue to gather comprehensive information during the permitting process.

To support Targa's efforts in this area, the company has implemented a strong environmental management system that includes automated permit compliance tracking, systems development, compliance audits, and training. In addition, Targa actively works with federal and local agencies on new regulations, technology options, and benchmarking. For example, Targa is a member company of the U.S. Environmental Protection Agency (EPA) Natural Gas STAR Program, which is a voluntary partnership between the EPA and oil and natural gas companies to adopt cost effective technologies and practices to methane reduction program. In fact, Targa was awarded the 2011 EPA STAR Gathering and Processing Partner of the year award for its voluntary efforts to reduce methane emissions from its operations.

Because the pipeline is a permanent, ongoing system, Targa has a continuing commitment to conduct its operations in an environmentally responsible manner. Substantial, continual effort is placed on pipeline integrity, operational safeguards, emergency response, and landowner relationships, all of which reduce the impact of the pipeline to the environment. As needed, Targa supplements their internal environmental staff with engineering and environmental consultants to assure compliance with environmental regulations and applicable company policy.

6.2 Justification for Any Deviations from the Applicant's Most Recent Ten-Year Plan

Targa anticipates submitting a Ten-Year Plan for 2014–2024 to the Commission as a separate document. No specific transmission facilities are planned for the next ten years. However, given the intense drilling and production activity in Targa's service area of North Dakota and the demand for crude oil transportation by pipeline, new pipeline projects by Targa are likely to be proposed in the future. If new transmission facilities are proposed, they will be included in the biennial update to Targa's Ten-Year Plan.

7 CRITERIA

The following criteria, which include but are not limited to the criteria required by Section 69-06-08-02 of the North Dakota Administrative Code, were considered in evaluating the location of the New Town to Stanley Pipeline Project route:

- Exclusion and Avoidance Areas
- Selection and Policy Criteria
- Design and Construction Limitations
- Economic Considerations

Each criterion is discussed in detail, including descriptions, potential impacts, and mitigation measures where appropriate.

The Project route was developed after consideration of its impact on humans and the environment. Alternative routes or options (see Section 3.2) are not preferable and would typically result in more significant impacts. Underground pipeline installation minimizes potential impacts on human and animal welfare and aesthetics. Construction of the Project resulted in temporary disruption to the

environment, but will not result in long-term changes to the environment. The following is a general analysis of the existing human and natural environment along the Project route and the impacts or potential impacts of ROW preparation, construction practices, and operation and maintenance procedures.

7.1 Exclusion Areas

As set forth in Section 69-06-08-02(1) of the North Dakota Administrative Code, Exclusion Areas are areas that are to be excluded from consideration for transmission facility routes and may encompass only up to 50 percent of the width of transmission facility corridors unless there is no reasonable alternative.

Appendix I contains maps depicting Exclusion and Avoidance Areas within the 100-foot-wide study corridor centered on the Project route. Table 4 identifies Exclusion Areas located near the Project corridor. No Exclusion Areas are crossed by the route or are located within the Project corridor.

Table 4: Exclusion Areas within or near the Study Corridor

Feature	Location	Closest Distance to Project	Anticipated Effects
Designated or Registered National: Parks, Memorial Parks, Historic Sites/Landmarks, Natural Landmarks, Monuments, and Wilderness Areas			
No National Parks within 30 miles	--	--	None
No National Memorials within 30 miles	--	--	None
National Historic Sites and Landmarks			
• Evans Site (NRHP# 80002922)	Restricted	>5 miles	None
• Great Northern Railway Underpass (NRHP#97000182)	North end of Stanley crossing Highway 8	1.6 miles	None
• Mountrail County Courthouse (NRHP#78001992)	North end of Stanley	1.7 miles	None
No Natural Landmarks within 30 miles			None
No National Monuments with 30 miles			None
Wilderness Areas			
• Lostwood Wilderness Area	Within Lostwood National Wildlife Refuge	>13.3 miles	None
Wildlife Refuges			
• Lostwood National Wildlife Complex (main body of refuge)	Numerous parcels are located across portions of Mountrail County; T158N-R91W Section 16	13.3 miles	None
• Shell Lake (main body of refuge)	T154N-R89W Section 9	9.3 miles	None
Waterfowl Production Areas (WPA)			
• Lostwood WPA	Numerous parcels are scattered across portions of Mountrail County	--	--
• Closest parcel	T154N-R91W Section 16	0.8 miles	None
• Second closest parcel	T156-R91W Section 13	3.0 miles	None
• Third closest parcel	T154N-R30W Section 20	3.9 miles	None
Designated or Registered State: Parks, Historic Sites, Monuments, Historical Markers, Archaeological Sites, and Nature Preserves			
No State Parks within 30 miles	--	--	None
Historic Sites			
• Mountrail County Courthouse	101 N. Main Street, Stanley, ND	1.7 miles	None
• Crow Flies High Historic Site	North of Four Bears Bridge, on east side of Lake Sakakawea	3.6 miles	None
No State Monuments within 30 miles	--	--	None
No Historical Markers within 30 miles	--	--	None

Table 4: Exclusion Areas within or near the Study Corridor

Feature	Location	Closest Distance to Project	Anticipated Effects
Archaeological Sites			
• None			None
No Nature Preserves within 30 miles	--	--	None
Recreation Areas			
• Crow Flies High State Recreation Area	North of Four Bears Bridge, on east side of Lake Sakakawea	3.6 miles	None
County Parks and Recreational Areas, Municipal Or Owned Or Administered By Other Government Subdivisions			
Parks and Museums			
• Wilson Park and Ray Rude Swimming Pool	1st Street SE & 6th Avenue SE, Stanley, ND	1.4 miles	None
• Flickertail Village and Museum	Intersection of Highways 2 & 8, Stanley, ND	0.9 mile	None
Recreation Areas			
• Van Hook Resort	South of intersection of Highways 23 and 8, along shore of Lake Sakakawea	4.2 miles	None
• Ina Mae Rude Aquatic Center	608 8th Avenue SE, Stanley, ND	1.0 mile	None
• Prairie Rose Golf Course	North side of Stanley, along Highway 8	1.8 miles	None
• Edgewater Country Club & Golf Course	Highway 23, east of New Town, ND	1.6 miles	None
• Regis Theater	114 S. Main Street, Stanley, ND	1.7 mile	None
Areas Critical to the Life Stages of Threatened or Endangered Animal or Plant Species			
No critical habitat within study corridor (pipeline was routed to avoid piping plover critical habitat)	--	--	None
Areas Where Animal or Plant Species that are Unique or Rare to this State Would be Irreversibly Damaged			
No unique or rare animal and plant species that would be irreversibly damaged	--	--	None
Areas within 1,200 Feet of the Geographic Center of an ICBM Launch or Launch Control Center			
• Closest area	T155N-R91W Section 34 (I-4)	1,284 feet	None
• Closest area	T152N-R92W Section 22 (H-9)	618 feet	None
Areas within 30 Feet on Either Side of a Direct Line between ICBM Launch or Launch Control			
No areas within 30 feet to either side of a direct line between ICBM launch or launch control facilities	T155N-R91W Section 34 (I-4) T152N-R92W Section 22 (H-9)	1284 feet 618 feet	None

Key: ICBM = Intercontinental ballistic missile

The pipeline comes within 618 feet of the H-9 ICBM missile launch center. The U.S. Air Force has provided consent to cross a U.S. Government easement. A copy of the consent document is provided in Appendix G.

7.2 Avoidance Areas

Avoidance Areas as set forth in Section 69-06-08-02(2) of the North Dakota Administrative Code, Avoidance Areas are areas that are not to be considered in the routing of a transmission facility unless it is shown that, under the circumstances, there are no reasonable alternatives, and may encompass only up to 50 percent of the width of transmission facility corridors unless there is no reasonable alternative.

Avoidance Areas were identified within the study area (see Table 5). Additionally, there are areas in the region that could be considered Avoidance Areas, such as Private Lands Open to Sportsmen (PLOTS).

The only Avoidance Area crossed by the route was the upper end of the Stanley Reservoir where the distinction between the reservoir and the Little Knife River is subtle. The location of the crossing was discussed by the City of Stanley, who eventually approved the present location. A building permit was issued by the City of Stanley for the tank facility and the waterbody crossing.

Twelve cultural resources were recorded during the pedestrian survey of the study corridor, including eight stone feature sites, two historic archaeological sites, one architectural site, one railroad, and two additional sites. Mitigation, including rerouting of the pipeline, was completed to avoid sites that are or were considered potentially eligible for the National Register of Historic Places. Sites were avoided by at least 100 feet.

Fifteen residences are located within 500 feet of the route alignment. None are within the 100-foot study area corridor (50 feet to either side of the centerline).

Table 5: Avoidance Areas within the Study Corridor

Feature	Location	Closest Distance to Project	Anticipated Effects
Designated or Registered National: Historic Districts, Wildlife Areas, Wild/Scenic/Recreational Rivers, Wildlife Refuges, and Grasslands			
No National Historic Districts within Mountrail County	--	--	None
No Wild/Scenic/Recreational Rivers within 30 miles	--	--	None
Wildlife Areas/Refuges (same as those in Table 4)	--	--	None
No National Grasslands within 30 miles	--	--	None
Designated or Registered State: Wild/Scenic/Recreational Rivers, Game Refuges, Game Management Areas, Management Areas, Forests, Forest Management Lands			
No State Wild/Scenic/Recreational rivers	--	--	None
Game Refuges/Game Management Areas/Management Areas	--	--	--
• State PLOTS Lands	T154N-R91W Section 11 T154N-R91W Section 27 T154N-R91W Section 27 T154N-R91W Section 34 T154N-R91W Section 34	0.17 mile 0.36 mile 0.69 mile 0.82 mile 0.87 mile	None
• Van Hook Resort & Wildlife Management Area	Directly south of intersection of Highway 23 and 8, along shore of Lake Sakakawea	4.2 miles	None
No State Forests or Management Lands within Mountrail County	--	--	None
Historical Resources Not Designated as Exclusion or Avoidance Areas			
No Historical Markers in Mountrail County	--	--	None
Archaeological Sites			
• 32MN1076, 32MN1077, 32MN1079, 32MN1080, 32MN1081, 32MN1082, 32MN1083	Restricted	Pipeline reroutes enabled removing the features from within 100 foot construction ROW	None

Table 5: Avoidance Areas within the Study Corridor

Feature	Location	Closest Distance to Project	Anticipated Effects
Geologically Unstable Areas			
No geologically unstable areas within or adjacent to the study corridor (including earthquake, flooding, mass wasting, slumping, mine subsidence, and frost heaving)	--	--	None
Within 500 Feet of a Residence			
Annala, Brooks	Township 153N, Range 91W, Section 32: W1/2S1/2NW; W1/W1/2W1/2E1/2S1/2NW	<500 feet	Waiver not executed
Dodson, Jay	Township 153N, Range 91W, Section 10: NW1/4NW1/4NW1/4	<500 feet	Waiver not executed
Evans, Fred	Township 154W, Range 91W, Section 3: S1/2NE1/4; LOTS 1 & 2	<500 feet	Waiver not executed
Grotte, Wanda & Brooks L.	Township 152N, Range 92W, Section 21: N1/2 OF OUTLOT 1 OF NE	<500 feet	Waiver executed (6/3/2014)
Haddeland, Darren J.	Township 152N, Range 92W, Section 21: SUBLOT B OF OUTLOT 3 OF SENE	<500 feet	Waiver not executed
Hornaday, Shari L.	Township 152N, Range 92W, Section 21: SUBLOT B OF OUTLOT 4 OF SENE	<500 feet	Waiver executed (6/5/2014)
Hornaday, Wanda	S/T/R 21-Township 152N, Range 92W, Section 21: SUBLOT A OF OUTLOT 4 OF SENE	<500 feet	Waiver executed (6/5/2014)
Johnson, Audrey	Township 152N, Range 92W, Section 3: SW1/4SW1/4SE1/4; W1/2SE1/4SW1/4SE1/4	<500 feet	Waiver executed (6/2/2014)
Johnson, Shane	Township 152N, Range 92W, Section 21: SILVERLINE SUBDIVISION	<500 feet	Waiver not executed
Kelly, Steven A. & Sandra	Township 152N, Range 92W, Section 21: SILVERLINE SUBDIVISION	<500 feet	Waiver not executed
Langor, Mark	Township 152N, Range 92W, Section 21: SUBLOT A OF OUTLOT 4 OF SENE	<500 feet	Waiver not executed
Littfields, Michael & Steven	Township 153N, Range 91W Section 29: NE1/4SE1/4; S1/2NE1/4; NE1/4NE1/4	<500 feet	Waiver not executed
Niemitalo, Kevin	Township 154N, Range 91W, Section 11, Outlot 1.	<500 feet	Waiver not executed
Reese, John & Colleen	Township 152N, Range 92W, Section 21: S1/2 OF OUTLOT 1 OF NE & OUTLOT 2 OF SENE	<500 feet	Waiver not executed
Sauber, John & Kathryn	Township 155N, Range 91W, Section 11: W1/2NW1/4; NW1/4SW1/4	<500 feet	Waiver executed (5/27/2014)
Within 500 Feet of a School			
No Schools within 500 feet	--	--	None

Table 5: Avoidance Areas within the Study Corridor

Feature	Location	Closest Distance to Project	Anticipated Effects
Within 500 Feet of a Place of Business			
Dakota Plains Transport Inc.	Township 152W, Range 92W, Section 21: OUTLOT 1 OF NWNW	<500 feet	Waiver not executed
EFM Enterprises	Township 154N, Range 91W, Section 23: NE1/4	<500 feet	Waiver not executed
IVM Holdings LLC	S/T/R 21-Township 152N, Range 92W, Section 21: OUTLOT 2 OF NENW	<500 feet	Waiver not executed
Mountrail-Williams Electric Cooperative, Inc.	Township 152N, Range 92W, Section 21: OUTLOT 12 OF NWNW	<500 feet	Waiver not executed
Soo Line Railroad Company	Township 152N, Range 92W, Section 21: THAT PART OF N400' OF NWNW LYING S OF SOO	<500 feet	Waiver not executed
Reservoirs and Municipal Water Supplies			
Stanley Reservoir	Constructed across the Little Knife River	Within corridor, route crosses	None
Little Knife River	Route crosses the upper end of the Stanley Reservoir where distinction between the reservoir and the river is unclear	Within corridor, route crosses	None
Lake Sakakawea	West of New Town	1 mile, near New Town	None
Water Sources for Organized Rural Water Districts			
Southwest Pipeline Project	Associated with Lake Sakakawea	1.0 mile	None
Northwest Water Supply Project	Associated with Lake Sakakawea	1.0 mile	None
Western Area Water Supply Program	Associated with Lake Sakakawea	1.0 mile	None
Red River Valley Water Supply Project	Associated with Lake Sakakawea	1.0 mile	None
Irrigated Land			
No irrigated lands within the study corridor	--	--	None
Recreational Significance Area Not Designated as Exclusion			
Sybyl Center for Life Enrichment	301 1st Street SW, Stanley, ND	1.7 miles	None

7.2.1 Selection Criteria

North Dakota regulations specify several selection criteria to be considered in designating a pipeline corridor or route. Specifically, the Commission considers whether adverse effects from the location, construction, and maintenance of the facility, as they relate to these criteria, will be at an acceptable minimum and whether these effects will be managed and maintained at an acceptable minimum. Impacts, as they relate to each of the selection criteria, are discussed below.

7.2.1.1 Agricultural Production

Of the nearly 400 acres of land within the study corridor, approximately 5 acres are considered Prime Farmland and 103 acres are considered Farmland of Statewide Importance (Natural Resources Conservation Service 2014).

Noxious weeds can be a threat to agricultural productivity. Established populations of noxious weeds will out-compete desirable forbs and grasses in pastures, fields, and native grasslands, potentially impacting agricultural production and livestock forage. Species considered noxious weeds under North Dakota state law for the State and for Mountrail County are provided in Table 6. Mountrail County-listed weeds are noted. For more information on noxious weeds in the Project area, refer to the May 2014 field report (Section 3.3.5, "Noxious Weeds") in Appendix H.

Agricultural land was temporarily affected during construction due to use of construction equipment. Construction and restoration activities have the potential to introduce noxious weeds and invasive species in agricultural areas. Targa used appropriate management practices (see Appendix J) to restore all areas to the landowners' satisfaction. Targa also implemented mitigation requirements (see Section 9) to avoid the infestation of noxious weeds on reclaimed land.

Following construction, topsoil was re-spread over the ROW in all disturbed agricultural areas. During field observations in May 2014 (see Appendix H), some of these areas were beginning to be tilled and fertilized. In areas where a tractor had passed over the ROW as part of tilling activities, the ROW location was difficult to identify. Impacts to cropland appeared negligible; no hydrocarbon spills, trash, or other negative impacts were noted in this cover type. There will be no long-term impacts to Prime Farmland and Farmlands of Statewide Importance due to construction.

The pipeline was installed at a depth of at least 4 feet below the surface, which exceeds the typical tillage depth. Therefore, pipeline operations will not interfere with normal agricultural operations on cropland. Aboveground facilities that may be located on cropland are limited to pipeline appurtenances such as valves, line markers, and cathodic protection rectifiers. Therefore, none to minimal long-term loss of farmland use is expected.

Table 6: Noxious Weed List for Mountrail County, North Dakota

Species	Habitat	Impact
Absinth wormwood	Generally found on dry soils in pastures, cropland, farmsteads, shelterbelts, roadsides, fence rows and waster areas. Infestation occurs on over-grazed or disturbed areas.	Reported to contaminate milk produced by cattle. Inhibits growth of desirable forage.
Canada thistle	Occurs in stream banks, long ditches, roadsides, cultivated fields, pastures, construction sites, and other disturbed areas.	Displaces desirable plant species and is unpalatable to livestock. Infestations decreases land value for crop production and grazing.
Diffuse knapweed	Occurs in excessively grazed and disturbed areas.	Causes a serious decline in forage and crop production.
Leafy spurge	Species adapts to a variety of habitats such as river banks, floodplains, slopes, open woodlands, roadsides, and grasslands. Species commonly associates itself with invasive such as Kentucky bluegrass and smooth brome.	Contains milky latex which causes oral and digestive irritation in cattle. The plant also replaces desirable forage.
Musk thistle	Occurs on pastures, rangelands, disturbed sites, grain fields, stream banks, and soils with high sand content.	Corrupt pastures and reduce grazing in the vicinity.
Purple loosestrife	Establishes in wetland habitats.	Quickly displaces native wetland vegetation and has the potential to cause a severe impact on wildlife. Roots of the plant can cause obstruction of water flow in ditches in canals.
Russian knapweed	Occurs in poorly drained, saline, or alkaline soils. Establishes is cultivated land, alfalfa fields, pastures, waste sites, and along roadsides and ditches.	Most distributed knapweed and most difficult to control. Inhibits growth in crop plants and other desirable plant species.

Table 6: Noxious Weed List for Mountrail County, North Dakota

Species	Habitat	Impact
Spotted knapweed	Establishes on roadsides, construction sites, overgrazed land, and waterways. Adapts best in semi-arid areas.	Reduces livestock and wildlife forage and increases surface water runoff, soil erosion, and stream sedimentation.
Yellow toadflax	Yellow toadflax occurs in a wide range of habitats but is limited by wet or dark conditions. The plant is often found in well-drained, relatively coarse textured soils.	Often displaces desirable forage plants on rangeland and is generally avoided by cattle.
Dalmatian toadflax	Most competitive in drought prone areas. Often found in soils varying from coarse gravels to sandy loams. Establishes on rangelands, pastures, disturbed areas, and roadsides.	Unpalatable to livestock and will flourish over native species.
Saltcedar	Occurs in moist areas, along lakes and waterways. Often associated with cottonwoods. Alkali, saline, and drought tolerant.	Displaces native vegetation by releasing salts to inhibit the growth of vegetation.
Common tansy [(a)]	Occurs in pastures, roadsides, disturbed areas, or near waterways. It is also spreading in or near wooded areas. Mainly spreads by seeds, but also by creeping roots.	Contains several toxic compounds. Some anecdotal reports of livestock abortions due to feeding on tansy. Reduces productivity of desirable grasses, thus reducing pasture carrying capacity.
Houndstongue [(a)]	Occurs on rangeland, pastures, abandoned cropland, roadsides, and waste places. Common on gravelly, alkaline soils.	Contains toxic alkaloids that stop liver cells from reproducing. Reduces livestock and wildlife forage. Sheep are more resistant to houndstongue poisoning than cattle or horses. Burs may reduce the value of wool.

Note: (a) Listed by Mountrail County, but not on State list.

7.2.1.2 Family Farms and Ranches

Approximately 164 acres of croplands are within the study corridor (Natural Resources Conservation Service 2014). The most prevalent crops include wheat, canola, and beans. Alfalfa is also grown in the area. Approximately 15 acres are currently fallow, idle, or enrolled in the Conservation Reserve Program.

The Project did not alter the pattern of landownership or create long-term disruptions of family farming operations. Easement payments are beneficial to landowners within the route and no significant interference with farming operations is expected to occur. Equipment traversed only landowner-approved access routes to minimize disruption to soil, drainage, and crops. Targa's crop loss compensation program compensated landowners for any crop damage caused by construction. Targa also will compensate landowners for crop damage that results from future pipeline maintenance and repairs.

Construction activity can cause short-term disruption of livestock operations and can temporarily inconvenience farm activities. Targa worked with local landowners to minimize construction interference. Temporary access across the ROW was provided to allow for livestock and farm equipment movement, as needed. Temporary fences and gates were constructed as necessary to prevent livestock from entering into the construction zone. The Project was constructed in a timely matter and, upon completion, fences, gates, and roads were restored to pre-construction conditions, to the extent reasonably practicable and in accordance with landowner preferences.

7.2.1.3 Land Economically Suitable for Irrigation as Demonstrated by Landowner (Soil, Topography, Drainage, and Available Water Supply)

There are no irrigated lands within the study corridor. As defined by the U.S. Department of Agriculture, Prime Farmland has an adequate and dependable supply of moisture from precipitation or irrigation; however, no irrigation systems were identified along the route.

7.2.1.4 Surface Drainage Patterns (Impact on Agriculture)

Surface water drainage in this area is generally well developed, with a few poorly drained depressions (prairie potholes). Some of the depressions contain water for only a few months during the spring and early summer, but others that have larger drainage areas or are sustained by groundwater may contain water year round. Surface runoff generally moves toward the Missouri River. The four principal tributaries that drain the southern portion of Mountrail County are White Earth River, Little Knife River, Shell Creek, and East Fork Shell Creek.

Construction of the project did not alter surface drainage patterns. Directional drilling was used to install the pipeline beneath surface water areas in a manner that would not interfere with flow or future maintenance efforts by landowners or the drainage authority.

7.2.1.5 Groundwater Flow Patterns (Impact on Agriculture)

Mountrail County is, for the most part, covered by glacial drift that is composed principally of till—a relatively impermeable mix of clay, silt, sand, gravel, and boulders—that yields little or no water to wells. The drift in this area can vary substantially from less than 200 feet thick to more than 300 feet thick toward the northern portion of the Project. Topographically higher areas tend to consist of stagnation moraine and end moraine with many sloughs, also called prairie potholes. The potholes, along with the outwash and alluvial deposits, are primary areas of groundwater recharge. Deep stream valleys and lake depressions in topographically lower areas are often areas of groundwater discharge. Some drift may contain stratified deposits of sand and gravel that may yield water depending on their transmissivity, size, and the amount and rate of recharge they receive.

Most local groundwater use is for irrigation and municipal, rural, and industrial purposes. Groundwater is virtually the sole source of water for domestic use by rural residents and residents of small communities with no public distribution system. Irrigation may account for more than half of the groundwater used.

Due to the shallow depth of construction activities (average depth of cover is 5 feet, maximum depth of cover is 8 feet, minimum depth of cover is 4 feet) and the relatively deep location of the area's aquifers, installation of the Project did not have a significant effect on regional groundwater flow patterns.

7.2.1.6 Sound-Sensitive Land Uses

Fifteen residences are located within 500 feet of the route alignment. None are within the study area corridor. No other sensitive noise receptors, such as schools or hospitals, are located in the vicinity of the Project. According to the EPA (EPA 1978), ambient day-night sound levels averaged over a 24-hour period (L_{dn}) for rural residences are often less than 50 A-weighted decibels (dB(A)). The A-weighting metric refers to the perceived overall "loudness" of a sound. For reference, the L_{dn} for urban areas can range from 85 to 90 dB(A).

During construction, residences in proximity to the construction experienced short-term increases in construction-related noise. The heavy construction equipment needed to construct the Project generated short-term increases in ambient noise levels. Increases in noise due to heavy equipment operation were limited to the period of construction, typically during daylight hours. For reference, a heavy truck at 50

feet would be about 75 to 90 dB(A), which is not harmful unless sustained for very long periods of time (EPA 1978). Intermittent higher sound levels associated with construction are less impactful than continuous sound levels. However, because of proximity, construction-related noise levels may have occasionally interfered with interior conversations at two of the fifteen residences.

The storage tank locations and the other aboveground features are in areas of existing industrial activity. No noticeable noise is generated by the Project during normal operations.

7.2.1.7 Visual Effect on Adjacent Area

The visual landscape along the study corridor consists primarily of open grassland and agricultural fields with occasional rural structures, roadways, and power lines. Trees and taller vegetation occur infrequently as shelter belts or as riparian vegetation near drainage areas. The landscape is very open with long sightlines and few vertical features to break the horizon.

Aboveground facilities constructed as part of the Project include mainline valves, line markers, cathodic protection equipment, test stations, and tanks. One mainline valve station is located at roughly the midway point between the New Town and Stanley tank facilities. The tanks in both facilities are constructed near other industrial features, so are not incongruous with the local visual settings. Other than these permanent aboveground facilities, the Project resulted in only short-term visual effects related to the presence of heavy equipment, staging areas, and removal of vegetation within the temporary construction workspace. Disturbed areas have been reclaimed, but will continue to show short-term visual disturbance within the study corridor until vegetation is fully reestablished.

7.2.1.8 Extractive and Storage Resources

With the reroute requested by Whiting Petroleum Corporation (see Section 8.1.5, Table 8), no extractive or storage resources were identified that would be affected by the Project. Efforts have been employed to avoid current or planned oil extraction facilities and pipelines along the route.

7.2.1.9 Wetlands and Waterbodies

The Project is located within seven subwatersheds of the Lake Sakakawea watershed. Watersheds in the United States are delineated by the U.S. Geological Survey (USGS) using a national standard hierarchical system based on surface hydrologic features and are classified into six types of hydrologic units. Each hydrologic unit is identified by a unique hydrologic unit code (HUC) consisting of two to twelve digits based on the six levels of classification:

- 2-digit HUC first-level (region)
- 4-digit HUC second-level (subregion)
- 6-digit HUC third-level (accounting unit)
- 8-digit HUC fourth-level (cataloguing unit)
- 10-digit HUC fifth-level (watershed)
- 12-digit HUC sixth-level (subwatershed)

The subwatersheds are: Town of Stanley, Sikes Dam, Upper Crane Creek, Lower Crane Creek, Upper Van Hook Arm, New Town Municipal Airport, and an unnamed subwatershed near Stanley (see Appendix F).

According to the National Wetlands Inventory (NWI; U.S. Fish and Wildlife Service [USFWS] 2013), approximately 27 freshwater emergent wetlands are located within the study corridor. These wetlands are generally associated with isolated prairie potholes and range in size from 0.1 acre to 9.09

acres. Prairie potholes are ecologically important for this region's biodiversity, as well as for water quality. One wetland, intersected by the pipeline near New Town, is at the very northern extent of a 25-acre NWI wetland. Of the 27 wetlands, 18 of them are less than 1 acre in size. The majority of these wetlands (19 of the 27) occur north of Belden. Several of the designated wetlands have been impacted by agricultural practices. One isolated NWI pond (freshwater emergent wetland) was identified on the New Town site; however, field investigation indicated it has been impacted by cultivation.

According to USGS topographic maps, 17 blue-line tributaries are intersected by the Project. Six additional potential tributaries are visible on aerial imagery but are not delineated as USGS blue-lines. The potential tributaries belong to four drainage systems that eventually drain into the Missouri River/Lake Sakakawea. The tributaries are crossed 24 times by the Project using HDD technology. No USGS blue-lines were identified on the Stanley or New Town sites.

The Project alignment avoided isolated pothole wetlands and streams to the greatest extent practicable in a manner compatible with safe operation, maintenance, and inspection of the pipeline. Directional drilling was used to install the pipeline and avoid direct impacts to these sensitive resources. Any indirect impacts from pipe placement were temporary; no water was lost or groundwater recharge potential affected. Efforts have been made to restore all areas of disturbed wetland vegetation.

7.2.1.10 Woodlands and Wooded Areas

Tree rows and woody areas occur in limited amounts as isolated islands or rows throughout the Project area. The Project traversed some wooded areas on rangeland and in wetland areas. Impacts to trees were avoided to the extent practicable in a manner compatible with safe operation, maintenance, and inspection of the pipeline. It was necessary to clear some trees and shrubs during construction; however, Targa did, and will continue to, work with the appropriate state agencies and private landowners to assure appropriate replacement in accordance with the Commission's tree and shrub mitigation specifications. Based on a comparative analysis of 2010 and 2013 Google Earth satellite imagery, up to an estimated 75 shrubs and trees were removed within the study corridor and at the New Town tank facility site to facilitate Project construction. This is likely an overestimate because it is difficult to discern shrubby multi-stem trees that commonly occur in the area from groups of individual trees that are in proximity to one another.

7.2.1.11 Radio and Television Reception, and Other Communication or Electronic Control Facilities

No impacts on television or radio reception, or communication or electronic control facilities occurred as a result of the Project.

7.2.1.12 Human Health and Safety

During construction, residences and businesses in proximity to construction activities were exposed to short-term increases in construction-related noise and dust. The construction ROW and access roads near residential areas were watered down to control fugitive dust during construction. After construction was completed, measures to stabilize and revegetate the ROW were taken promptly to minimize further dust emissions.

The heavy construction equipment needed to install the pipeline generated unavoidable short-term increases in sound levels. Increases in levels due to equipment operation were limited to the period of construction and were generally limited to daylight hours. No noticeable noise is generated by the Project during normal operations.

No residences or other occupied structures were razed due to construction. Future residential developments are not precluded by the Project; however, no construction can occur within the permanent ROW. Construction may have temporarily restricted access to residences along the Project route. When this occurred, Targa either limited the time such restrictions were in place or made arrangements to accommodate the landowner's access needs.

The major causes of pipeline leaks in the United States are corrosion (both internal and external), excavation damage, pipe or weld failure, incorrect operations, or natural causes (e.g., floods or outside force). To prevent these categories of failures, Targa has constructed and will maintain the Project to meet or exceed industry and governmental requirements and standards. Specifically, the steel pipe used meets U.S. Department of Transportation under 49 Code of Federal Regulations, Part 195, and construction methods followed standards issued by the American Society of Mechanical Engineers, National Association for Corrosion Engineers, and the API. As a safety measure, the pipeline was designed to withstand pressures over and above its normal operating pressures and will operate according to all applicable laws, rules, and regulations. All pipe was inspected and integrity-tested at the factory per the highest technical standards. All pipe was manufactured with fusion-bonded epoxy coating to protect against corrosion.

The actual installation of the pipeline and all construction and testing records were subject to inspection. All of Targa's pipelines are externally coated to resist corrosion, internally inspected at regular intervals using in-line inspection technology, and equipped with a cathodic protection system to prevent external corrosion.

The pipeline was tested to verify integrity and compliance with specifications. A caliper pig was used to internally inspect the entire length of the pipeline. The pipeline also underwent hydrostatic testing to determine the maximum allowable operating pressure. The Project was placed into service only after inspection to verify compliance with all construction standards and requirements.

Targa conducts extensive public education and outreach programs that exceed industry practices (API Recommended Practice 1162) concerning public awareness of pipelines and pipeline safety. All Targa pipelines are marked with signage and warnings at road and highway crossings, railroad crossings, navigable rivers, and other locations to alert the public to the presence of underground lines and to provide information, contact numbers, and emergency data.

Pipeline workers and contractors performing critical tasks are qualified under U.S. Department of Transportation standards and are subject to federal drug and alcohol testing requirements. Targa meets or exceeds these requirements so that human error in construction and operation is avoided.

7.2.1.13 Animal Health and Safety

Construction activity within the study corridor had temporary impacts on domestic animals and wildlife. The clearing of vegetation temporarily reduced cover, nesting, and foraging habitat for some species, temporarily displacing individuals that used these areas. Following reclamation, it is likely that wildlife will be reestablished within the study corridor to preconstruction levels.

Pipeline trenching activities and associated spoil piles resulted in a short-term barrier restricting the movement of some wildlife species (typically two to four weeks at any one area). Except for short-term interruptions during construction, existing public roads, farm lanes, and livestock crossings were kept open, providing crossing access for wildlife. During construction, Targa erected temporary fencing, as necessary, to keep livestock and wildlife away from the pipeline trench and sought to minimize the length of time the trench was left open.

7.2.1.14 Plant Life

No sensitive plant species habitat was identified within the study corridor. All areas where vegetation was removed are being revegetated in accordance with applicable county agency standards and landowner requests. There were no permanent impacts to vegetation.

7.2.2 Policy Criteria

The Commission may give preference to an applicant that will maximize benefits resulting from the adoption of policies and practices identified in Section 69-06-08-02(4) of the North Dakota Administrative Code. These policies, and the extent to which the Project aligns with or reinforces these policies, are discussed below.

7.2.2.1 Location and Design

The facility design includes an existing underground gathering pipeline and associated valves and surface equipment, as well as two tank facilities near New Town and Stanley, North Dakota (Figures 2 and 3). A lateral underground pipeline connection to the Enbridge terminal near Stanley, owned and operated by Enbridge, is less than 1 mile in length.

The New Town tank facility is located on 30 acres within the southwest quarter of Section 21 of Township 152, Range 92. The tank facility includes a pig receiver, sump tank, booster pump station, outlet meter station, 30,000-barrel capacity tank, tank inlet and outlet manifolds, inlet meter station, mainline pump station, pig launcher, and a control building. The northern portion of the site includes the 30,000-barrel tank and associated equipment and piping. The southern portion includes buildings and is used as a laydown yard for ongoing Targa activities. There are two existing pipeline easements held by Slawson Exploration on the south side of the facility. The site location is shown on Figure 1.

Targa originally acquired land on the south side of the Little Knife River as a location for the Stanley tank facility. However, a cultural resource survey of the property identified a previously unknown cultural site (32MN968). Because of the sensitive nature of this resource, Targa opted to move the location of the proposed Stanley tank facility and abandon any development plans for the original site.

Targa is presently leasing the Stanley tank facility land from Enbridge. The Stanley tank facility is located on 5 acres of land leased from Enbridge, within Section 27 of Township 156, Range 91. The tank facility includes a pig receiver, sump tank, control valve manifold, leak detection equipment, 25,000-barrel capacity tank, strainer station, transfer pump station, and an asset custody transfer station. The pipeline from the custody transfer station to the Enbridge terminal is owned by Enbridge. This site currently has easements for an electrical transmission line (Montana-Dakota Utilities) along the east side of the property and crude petroleum (Enbridge) and natural gas pipelines (Plains All-American Pipeline Partners) along the southern portion of the property. Another crude petroleum pipeline easement exists along the western edge of the property. Both crude petroleum pipelines have a 50-foot-wide easement. The natural gas pipeline has a 60-foot-wide easement.

The underground pipeline system includes an 8-inch pipeline capable of transporting a maximum of 48,960 barrels of oil per day. The pipeline includes a valve station at roughly the midway point between the New Town and Stanley tank facilities (85,355 feet or 16.17 miles from origin). The pipeline route includes either a 25-foot or a 50-foot permanent easement, varying with easement rights.

The steel pipe meets ANSI 600 specifications. In most areas, the pipeline is comprised of 8.625-inch outside-diameter pipe with a 0.219-inch wall thickness and a maximum allowable operation pressure of 1,480 pounds psi at a maximum operating temperature of 100°F. Pipe meeting the API 5L specification, with PSL-2 and X-52 ratings, and a 0.322-inch wall thickness was used where the pipeline

encounters railway or roadway crossings, natural drainages, ponds, sloughs or other wetlands, and on each side of aboveground valve stations. Pipe welds were inspected by a qualified weld inspector according to industry standard practice utilizing non-destructive methods. For more information on pipeline safety, see Section 7.2.2.12. The pipeline was installed at depths varying between 4 and 8 feet below ground surface.

The existing pipeline was installed as part of a gathering system. Targa designed and constructed the gathering system consistent with its contractual obligations to the primary customer served by the gathering system on the Van Hook Peninsula to accommodate two planned delivery points at Targa's New Town terminal. Accordingly, Targa constructed a 30,000 barrel tank at New Town that was intended to store crude oil before delivery to the New Town delivery points. The delivery points at New Town have not been completed. Targa, therefore, is not currently utilizing the 30,000 barrel tank at New Town. Targa now seeks the ability to utilize the 30,000 barrel tank at New Town for temporary operational storage of oil and to redeliver the oil back into the gathering pipeline for delivery to Stanley. Targa seeks to utilize the New Town tank in this manner to better manage gathering operations and to have the ability to safely shut down the flow of oil in the gathering system in the event of an unanticipated interruption of service or unavailability of the delivery point in at the Enbridge terminal.

7.2.2.2 Training and Utilization of North Dakota Labor for General and Specialized Skills Required

Targa employs 23 full-time hourly employees at the rate of $23.95 per hour. Additionally, one full-time salaried employee is on staff. All positions are located in North Dakota. All positions support the operation of the pipeline and the New Town and Stanley tank facilities.

7.2.2.3 Economics of Construction and Operation

Materials used to construct the New Town and Stanley tank facilities, as well as the pipeline were obtained from suppliers in the United States whenever possible. If items of United States manufacture were not available, materials of foreign manufacture were used in order to meet construction schedules. The total estimated construction cost of the Project is $40.89 million.

Annual wages and salaries for North Dakota employees to support operation and maintenance of the Project will be approximately $1.2 million.

7.2.2.4 Use of Citizen Coordinating Committees

A dialog was conducted with city officials and concerned citizens about siting of the Stanley tank facility. Concerns about the proximity of the proposed tank to the upper portion of the Stanley Reservoir were voiced. Ultimately, the City of Stanley approved the Project at its current location and granted a building permit for the construction of the facility.

7.2.2.5 Commitment of a Portion of the Transmitted Product for Use in North Dakota

It is possible that a portion of the product transported by the proposed pipeline and tank system will be committed to use within North Dakota. Product is sold to third parties according to contractual arrangements. Future contractual arrangements may direct a portion of the transmitted product for use in North Dakota.

7.2.2.6 Labor Relations

Targa is an Equal Opportunity Employer and works hard to foster excellent employee relations. As a growth-oriented provider of midstream natural gas and natural gas liquids services and as one of the largest independent midstream energy companies in the country, Targa offers a dynamic work

environment where employees can learn, develop, and grow. Targa encourages employee input and active involvement towards the company's continuous performance improvement in all areas of their business. With people as the priority, Targa is committed to safety and to providing the support required to help employees achieve their goals.

Targa offers a competitive benefits program for full-time employees, which includes: 1) medical plan and prescription drug coverage, 2) vision coverage, 3) dental coverage, 4) flexible spending accounts, 5) life insurance coverage, 6) disability coverage, 7) 401(k) Profit Sharing Plan wherein Targa contributes 3 percent of employees' pay into the plan, regardless of employee participation, and Targa matches employee contributions up to 5 percent. Plus, Targa may make an additional contribution based on company profits. Eligibility for healthcare benefits and 401(k) enrollment begins on the first day of employment.

7.2.2.7 Coordination of Facilities

Targa supports the mission of and is in the process of joining Sakakawea Area Spill Response, LLC (SASR), in order to coordinate better with other companies in the industry. SASR was formed by a coalition of companies operating in the area surrounding Lake Sakakawea. The focus of the coalition is to respond in a prepared manner to any spill of crude petroleum or other oilfield-associated material that could threaten to impact the waters of Lake Sakakawea. The coalition pre-positions supplies and equipment in strategic locations in the area and maintains the inventories and capabilities in a "constant ready" state. In the event of a spill, the resources are available to SASR members and, in some cases, non-members in order to mount a response. SASR non-members pay a rate for supplies and services greater than those paid by members.

SASR also performs both tabletop and field exercises to acquaint members in one company with their counterparts in other companies and to familiarize individuals with the standard practices that will be employed.

7.2.2.8 Monitoring of Impacts

Facilities are maintained according to industry standards. Tank inspections are performed on a regular basis according to API 653, which covers inspection, repair, alteration, and reconstruction of aboveground storage tanks. Per API 653, daily visual inspections of the tanks are conducted. The tanks also are subject to monthly inspections and gauge verification tests, including high-level shutdown verification.

The pipeline undergoes regular cleaning with scrapper pigs, as required on either a weekly or monthly basis. Every five years, inspections will be performed with smart pigs to check for deformation and cracks.

The system incorporates a Supervisory Control and Data Acquisition (SCADA) system at the New Town and Stanley tank facilities. Additionally, a Coriolis meter system augments the leak detection capabilities of the SCADA system. A balance between pipeline injection at New Town and pipeline receipt at Stanley enables constant monitoring for leaks in the pipeline.

Targa maintains a facility response plan for the pipeline (see Appendix K) per the Oil Pollution Act of 1990. Targa also maintains a Stormwater Pollution Prevention and Erosion Control Plan (see Appendix L).

The pipeline was subjected to weld inspection during construction, and hydrotesting prior to being placed into service.

7.2.2.9 Utilization of Existing and Proposed Rights-of-Way and Corridors

The pipeline ROW crosses or is adjacent to several other ROWs. These ROWs include aboveground electrical and telephone lines, underground telephone lines, and other pipeline ROWs. These ROWs are listed in Table 7. All right of ways, with the exception of the crossing of 57th Street NW, were crossed with HDD methods. Crossing of 57th Street NW (categorized as a 2-track trail at the point of crossing) was performed via trenching.

Table 7: Rights-of-Way Crossed and Adjacent to Pipeline

Feature	Start (feet from origin)	End (feet from origin)	Type	Notes
Slawson Gathering	7,150	7,250	Crossing	
Railroad	7,350	7,500	Crossing	
87th Avenue NW	7,350	7,500	Crossing	
Slawson Gathering	7,600	7,800	Crossing	
Slawson Gathering	8,350	8,450	Crossing	
Highway 23	10,100	10,400	Crossing	
Slawson Gathering	11,700	11,800	Crossing	
Slawson Gathering	18,950	19,050	Crossing	
CENEX Pipeline	19,450	19,500	Crossing	
41st Street NW	26,000	26,200	Crossing	
Overhead Electric	27,500	30,000	Adjacent	
83rd Avenue NW	39,300	39,500	Crossing	
Overhead Electric	41,700	41,800	Crossing	
Underground Gas	42,000	44,600	Adjacent	3 lines
Underground Gas	44,500	44,600	Crossing	3 lines
Underground Gas	48,000	50,600	Adjacent	3 lines
44th Street NW	50,600	50,700	Crossing	
Lease Road	53,250	53,350	Crossing	
82nd Avenue NW	55,800	56,000	Crossing	
Underground Gas	61,850	66,050	Adjacent	
Underground Gas	66,000	66,300	Crossing	3 lines
46th Street NW	66,100	66,300	Crossing	
Underground Telephone	66,100	68,100	Adjacent	
47th Street NW	72,400	72,500	Crossing	
48th Street NW	80,300	80,500	Crossing	
49th Street NW	85,800	85,900	Crossing	
Overhead Electric	85,800	85,900	Crossing	
Gathering Lines	91,000	91,100	Crossing	2 lines
50th Street NW	91,100	91,300	Crossing	
Overhead Electric	91,200	91,300	Crossing	
Gathering Lines	93,000	93,100	Crossing	2 lines
81st Avenue	93,000	93,200	Crossing	
Gathering Line	93,900	94,000	Crossing	
Gathering Line	96,100	96,200	Crossing	
Overhead Electric	99,100	99,200	Crossing	
51st Street NW	99,100	99,300	Crossing	
Overhead Electric	104,400	104,500	Crossing	
Highway 8	104,400	104,600	Crossing	
Overhead Electric	104,600	104,700	Crossing	
Overhead Electric	114,200	114,400	Crossing	
Underground Gas	117,100	117,300	Crossing	4 lines
Overhead Electric	117,300	117,400	Crossing	
Highway 8	117,400	117,500	Crossing	
Underground Gas	117,500	117,600	Crossing	3 lines
Underground Gas	117,500	119,100	Adjacent	3 lines
Overhead Electric	123,000	123,100	Crossing	
54th Avenue NW	123,050	123,150	Crossing	

Table 7: Rights-of-Way Crossed and Adjacent to Pipeline

Feature	Start (feet from origin)	End (feet from origin)	Type	Notes
Overhead Electric	131,300	131,500	Crossing	
Highway 8	134,400	134,600	Crossing	
80th Avenue NW	135,000	135,100	Crossing	
Overhead Electric	135,000	135,100	Crossing	
56th Street NW	135,900	136,000	Crossing	
57th Street NW	141,900	142,000	Crossing	
Gathering Line	141,900	142,100	Crossing	
58th Street NW	147,200	147,300	Crossing	
Overhead Electric	147,300	147,400	Crossing	
Overhead Electric	152,400	152,500	Crossing	
80th Avenue NW	152,450	152,550	Crossing	
59th Street NW	153,000	153,100	Crossing	
Lease road	154,550	154,650	Crossing	
Overhead Electric	154,700	154,800	Crossing	
Lease road	155,750	155,850	Crossing	
Underground Telephone	157,300	158,600	Adjacent	
Underground Telephone	158,400	158,600	Crossing	
61st Street NW	164,900	165,100	Crossing	
Overhead Electric	165,000	165,100	Crossing	
Overhead Electric	167,200	167,300	Crossing	
Underground Gas	167,200	167,300	Crossing	

7.2.2.10 Other Existing or Proposed Transmission Facilities

Targa does not have current plans for any new transport pipeline systems.

7.2.3 Design and Construction Limitations

Design for the pipeline limits the pipeline to a maximum capacity of 48,960 barrels of crude petroleum per day at a maximum operating pressure of 1,480 pounds per square inch and a maximum operating temperature of 100°F. Design of the New Town tank facility limits storage to a working maximum of 30,000 barrels of crude oil. Design for the Stanley tank facility limits storage to a working maximum of 25,000 barrels of crude oil.

Construction limitations for the Project included restricting activities to approved areas, limiting activities to avoid impinging on breeding or nesting times for certain species, stopping work if previously unknown sensitive resources are identified during construction, and operating during favorable weather conditions and daylight hours.

7.2.4 Economic Considerations

When the Project is complete, Targa will have invested a total of $40.89 million into the proposed pipeline and tank facilities. Targa plans to operate the facilities for the foreseeable future. Much of the materials needed for construction, including welding supplies, heavy equipment, electrical components, and building materials were supplied from U.S. manufacturers. Workers and companies from North Dakota were hired and subsequently had a beneficial impact on local economies through payroll taxes, local expenditures, sales taxes, etc.

In addition, the crude oil transported off Fort Berthold Indian Reservation by the pipeline allows for payment of royalties to the Tribal Government, individuals, and the State.

8 MISCELLANEOUS

This section contains additional information that may be useful to the Commission's decision-making process.

8.1 Evaluation Factors

The factors the Commission considers in evaluating the designation of corridors and routes include the items discussed in the following subsections.

8.1.1 Available Research and Investigations Relating to the Effects of the Location/Construction/Operation on Public Health and Welfare, Natural Resources, and the Environment

Prior to construction of the crude oil gathering pipeline, Targa retained specialized consultants to perform archaeological, historical, cultural, and biological surveys of the proposed pipeline route. A Class I literature review of the proposed route was conducted by Juniper, LLC, of Bismarck, North Dakota. This was followed by a Class III intensive pedestrian survey of the 100-foot-wide construction corridor and both tank facility vicinities. The Class III survey was performed by Metcalf Archaeological Consultants, Inc. of Bismarck, North Dakota.

Southwest Geoscience, Inc. performed desktop studies and field surveys for hydrology, topography, and vegetation of the study area. This same study included a determination of jurisdictional waters of the United States to be impacted by the Project. Finally, Southwest Geoscience, Inc. reviewed the potential of the project to impact federally listed threatened and endangered species.

Lowham Walsh, LLC, of Bismarck, North Dakota, conducted site reconnaissance of the pipeline and tank facility sites during May 2014 to ground-truth hydrologic and biological baseline studies referenced above and to evaluate erosion and sediment control mitigation used during construction, particularly at wetlands and drainage crossings. In addition, Project information was transmitted to many state and federal agencies for their review and comment. Agency responses received to date are included in Appendix G, along with a sample of the letter sent.

8.1.2 Effects of New Energy Conversion and Transmission Technologies and Systems Designed to Minimize Adverse Environmental Effects

The Project does not involve new energy conversion or transmission technologies. The Project design is consistent with existing pipeline technologies.

Impacts to sensitive resources were avoided by HDD, rerouting, and timing of construction activities. HDD was employed during pipeline construction. HDD avoids the need for open cut trenches, thereby minimizing environmental impacts and eliminating ground-level surface hazards. Targa used HDD for crossing wetlands, large drainages, and roadways along the route. Best management practices were used to minimize impacts from clearing, trenching, and reclamation of the construction ROW.

Potential impacts to eight cultural resource sites were avoided through rerouting. Pipeline construction activities were conducted between June and November of 2013 to avoid impacts to migratory birds (e.g., piping plover) and raptors (e.g., hawks, eagles).

8.1.3 Potential for Beneficial Uses of Waste Energy from a Proposed Energy Conversion Facility

The Project does not involve new energy conversion facilities; no usable waste energy will result from the Project.

8.1.4 Adverse Direct and Indirect Environmental Effects Which Cannot be Avoided Should the Proposed Site or Route be Designated

Unavoidable adverse direct and indirect environmental effects included temporary construction-related effects on vegetation, wildlife, agricultural operations, transportation, and noise levels, as described in Section 7.2.2. Because construction was completed outside of the prime growing season, outside the migratory bird and raptor nesting seasons, and on an accelerated timeline, impacts to agricultural operations were minimal and impacts to transportation were short-term. Impacts on vegetation and wildlife were also minimal. Wildlife may have temporarily avoided the ROW during construction, but no long-term impacts are anticipated. Noise level increases were associated only with construction, and the Project does not generate noise while in operation. In addition, Targa implemented thorough mitigation measures to minimize construction-related impacts as shown in construction documents presented as Appendix J in this combined application.

8.1.5 Alternatives to the Proposed Site, Corridor, or Route Developed during the Hearing Process and Which Minimize Adverse Effects

The original route planned for this gathering pipeline was more direct than the route that was actually constructed. The selection of the route involved historical, cultural, archaeological, and biological surveys, as well as input from landowners. Because of this, many reroute alternatives were developed to respond to landowners' requests or to avoid sensitive resources. Table 8 lists the reroutes that were implemented and the reason for each.

Table 8: Reroute Locations and Rationale

Township-Range-Section	Pipeline Segment (Distance from origin in feet)	Reason
152-92-21	5,000 – 6,500	Piping Plover habitat
152-92-15	10,500 – 13,200	Landowner request
Restricted	Not available	32MN1083 and 32MN1081 sensitive resources
Restricted	Not available	32MN1082 sensitive resource
Restricted	Not available	32MN1080 sensitive resource
Restricted	Not available	32MN1077 sensitive resource
Restricted	Not available	32MN1076 sensitive resource
Restricted	Not available	32MN1079 sensitive resource
154-91-3	117,600 – 119,500	Whiting Petroleum Corporation request
155-91-34	126,800 – 128,000	State Trust Lands request
155-91-27 and 34	128,500 – 134,000	Landowner request
155-91-26 and 23	135,700 – 142,000	Landowner request

8.1.6 Irreversible and Irretrievable Commitments of Natural Resources Should the Proposed Site, Corridor, or Route be Designated

The Project required minimal irreversible or irretrievable commitments of natural resources. Steel was utilized for the pipeline, tank, and ancillary facilities, and petroleum fuel was required for construction equipment.

8.1.7 Direct and Indirect Economic Impacts of the Proposed Facility

The total expenditure by Targa for the Project will be approximately $40.89 million. These dollars have significant direct and indirect economic impacts due to the purchase of construction materials from regional and national suppliers, employment of construction workers, infusion of money into local economies from hired workers and companies, and ongoing employment to support Project operations.

Pipe and other materials for the Project were sourced as heavily from United States manufacturers as the schedule would allow. Table 9 below shows the sourcing of materials from U.S. manufacturers.

Table 9: Percentage of Construction Materials Supplied by U.S. Manufacturers

Materials	Percent Supplied by U.S. Manufacturers
Conduit	80%
Fittings	65%
Conductors	95%
Devices	100%
Pipe	50%
Valves	100%
Fittings	100%
Plate and Miscellaneous	100%
Studs & Nuts	50%
Concrete	100%
Rebar	100%

Construction workers were hired from pipeline contractors, equipment contractors, suppliers, and testing firms, including approximately 10 percent from the regional labor pool. Targa would have drawn a higher percentage of labor from the regional pool, but encountered limitations on knowledge and experience of available workers. Several North Dakota-based environmental consulting firms and safety, environmental, and construction inspectors have been contracted to provide services during the life of the Project. During the months of preparation, construction, and testing, these companies and individual workers made positive contributions to the regional economy through payroll taxes, local expenditures, and sales taxes.

Targa anticipates retaining 24 hourly wage and salaried employees for the operation of the Project. Annual wages and salaries for North Dakota employees to support operation and maintenance of the Project will be approximately $1.2 million.

In addition, the crude oil transported off Fort Berthold Indian Reservation by the pipeline allows for payment of royalties to the Tribal Government, individuals, and the State.

8.1.8 Existing Plans of the State, Local Government, and Private Entities for Other Developments at or in the Vicinity of the Proposed Site/Corridor/Route

The North Dakota Department of Game and Fish (NDG&F) maintains a number of PLOTS properties in the area of the Project. The PLOTS program goals are to conserve habitat for fish and wildlife populations, to provide landowners interested in wildlife conservation with cost-sharing assistance for developing and protecting wildlife habitat, and to provide the public with opportunities to access fish and wildlife resources on private land. State law governing usage of PLOTS properties limits public usage to walk-in hunting only. Table 10 lists PLOTS properties nearest the Project. The Project is not anticipated to impact any of these properties or their use by the public.

Table 10: PLOTS Properties Near Project

Project Feature	Feature Location (Township-Range-Section)	PLOTS Location (Township-Range-Section)	Nearest Straight Line Distance to Feature (miles)
Pipeline	154-91-11	154-91-11	0.17 mile
Pipeline	154-91-22	154-91-27	0.36 mile
Pipeline	154-91-28	154-91-27	0.69 mile
Pipeline	154-91-33	154-91-34	0.82 mile
Pipeline	153-91-3	154-91-34	0.87 mile

The Van Hook Wildlife Management Area is approximately 5.5 miles southeast of the New Town tank facility. This parcel of land is owned by the U.S. Army Corp of Engineers, but is administered by the NDG&F for the purpose of combined habitat management and outdoor sporting activities (i.e., hunting). No impact to the wildlife management area is anticipated.

The State also maintains the Crow Flies High State Recreation Area on the west side of New Town. No impact to the recreation area is anticipated from this project.

There are a variety of developments and amenities in the vicinity of the Project located in both New Town and Stanley. New Town developments in the vicinity of the Project includes the following:

- New Town Airport is immediately east of the tank facility (130 yards).
- Industrial development is along the east side of New Town where Highway 23 enters the city (immediate vicinity).
- A State bypass is planned to be constructed around the north side of New Town. The bypass will be north of Highway 23 (immediate vicinity).
- Van Hook Resort and fishing community is located east southeast of the New Town tank facility (5.3 miles away).
- A golf course is on the west side of the city (1.7 miles away).

Developments and amenities in the vicinity of the Stanley tank facility include the:

- Flickertail Village and Museum (0.9 mile away)
- Sybyl Center for Life Enrichment (1.7 miles away)
- Wilson Park and Ray Rude Swimming Pool (1.4 miles away)
- Ina Mae Rude Aquatic Center (1.0 mile away)
- Dakota Drug (1.7 miles away)
- Prairie Rose Golf Course (1.8 miles away)
- Regis Theater (1.7 miles away)

None of these local developments will be impacted by the Project.

The majority of private developments along the Project corridor are either oil wells or crude oil terminals. Surrounding agricultural lands are generally spotted with oil well pads. Other private developments include businesses supporting the oil industry in the Williston Basin. These businesses are centered largely in either New Town or Stanley. A crude oil terminal serviced by Burlington Northern Santa Fe railroad is north of the New Town Airport. No impacts to these private developments are anticipated.

8.1.9 Effect of the Proposed Site or Route on Existing Scenic Areas, Historic Sites and Structures, and Paleontological or Archaeological Sites

Crow Flies High Butte is located west of New Town and provides scenic views overlooking Lake Sakakawea. The site is 3.6 miles distant from the closest project point. The nearest state scenic byway to the Project is the Killdeer Mountain Four Bears Scenic Byway, which is located west of Lake Sakakawea on the Fort Berthold reservation. The Byway is 12 miles distant from the closest project point. Neither these nor any other scenic resources will be impacted by the Project.

Juniper, LLC, of Bismarck, North Dakota, reviewed existing site file data maintained by the State Historical Society of the North Dakota State Historic Preservation Office to determine if any portion of the Project route was surveyed previously for cultural resources. In addition, a Class III intensive pedestrian survey of the 100-foot-wide construction corridor and both tank facility sites was performed by Metcalf Archaeological Consultants, Inc. of Bismarck, North Dakota. Twelve cultural resources were recorded during the pedestrian survey of the study corridor. Mitigation, including rerouting of the pipeline, was completed to avoid sites that are or were considered potentially eligible for the National Register of Historic Places. Six of the reroutes implemented were developed to avoid cultural resources. Given these reroutes, Metcalf Archaeological Consultants, Inc. recommended for the Project a finding of *No Historic Properties Affected*. The remaining cultural sites were categorized as "no further work required", therefore no avoidance was necessary.

No other scenic areas, historic sites and structures, or paleontological or archeological sites, other than those identified here have been identified by Targa or its consultants.

8.1.10 Effect of the Proposed Site or Route on Areas Which Are Unique Because of Biological Wealth or Because They Are Habitats for Rare and Endangered Species

Contacts were made with the USFWS, Lostwood Wetland Management District, NDG&F, and the North Dakota Parks and Recreation Department to assist in identifying species and ecologically significant habitats within the Project corridor and along the Project route (see Appendix G). Possible areas of concern discussed with these agencies included federally listed endangered, threatened, candidate, sensitive, or watch species, state-listed protected species, and critical habitats.

The USFWS was provided information on the Project and the proposed route. It is currently under review. Areas that are analyzed by the USFWS include federally listed endangered, threatened, and candidate species in North Dakota. The Lostwood Wetland Management District also falls under the purview of the USFWS. The NDG&F also was provided with the proposed route, which is currently under review.

The following federally endangered, threatened, or candidate species are listed in Mountrail County: piping plover (*Charadrius melodus*), interior least tern (*Sterna antillarum*), whooping crane (*Grus americana*), Sprague's pipit (*Anthus spragueii*), pallid sturgeon (*Scaphirhynchus albus*), gray wolf (*Canis lupus*), and Dakota skipper (*Hesperia dacotae*). Golden eagle (*Aquila chryaestos canadensis*) and bald eagle (*Haliaeetus leucocephalus*) are also protected under the Bald and Golden Eagle Protection Act.

Based on biological field reconnaissance conducted in May 2014 (see Appendix H), none of the wetlands that are intersected by the Project appear to contain the appropriate habitat characteristics typical of breeding piping plovers. The wetlands and ponds within and near the study corridor provide possible, but unlikely, stopovers for migrating piping plovers.

The ponds in the Project area could not support breeding least terns, as they do not provide the sparsely vegetated areas of sand necessary to support even a small colony. Furthermore, waterbodies in the area are likely not large enough to support the fish populations necessary to feed least tern colonies.

Whooping crane migration stopover habitats include emergent wetlands and shallow waterbodies for roosting and cropfields (e.g., wheat stubble) for forage. Both are present in the study corridor, though individuals may perceive much of the suitable habitat as unfavorable due to nearby human disturbance (e.g., roads, agricultural use).

The native grasslands within the study corridor may serve as potential nesting habitat for Sprague's pipit and Dakota skipper. No individuals were observed during the May 2014 field surveys (Appendix H).

Pallid sturgeon is not believed to be present currently in Mountrail County.

Gray wolves are highly unlikely to occur in the Project area because of the high density of roads and people in the area, coupled with its distance from Manitoba and Minnesota.

No golden or bald eagles were observed during the May 2014 surveys. However, four raptor nests were observed in trees on or in the vicinity of the study corridor that were likely associated with a pair of red-tailed hawks (*Buteo jamaicensis*) observed during the May 2014 surveys. See Appendix H for more details.

Because Project construction occurred largely outside of nesting, breeding, and migratory seasons, and the limited populations of sensitive plant species occurred well outside of the construction corridor, Targa's environmental consultants have concluded that the Project had no significant effect on unique areas of biological wealth or habitats for rare and endangered species.

8.1.11 Problems Raised by Federal Agencies, Other State Agencies, and Local Entities

No objections were to the Project were raised by federal, state, or local agencies in relation to the Project.

9 MITIGATION

Two primary mitigation measures used as an integral part of the Project to avoid or minimize disturbance to sensitive resources include the use of HDD and pipeline rerouting. HDD methods were employed when wetlands, large and non-ephemeral drainages, streams and rivers, other bodies of water, and roads were encountered. See Appendix A for a list of locations where HDD was used. Trenching was used in open areas where these features were absent. The pipeline was rerouted to avoid potential critical habitat of a federally listed species (piping plover), numerous archaeological sites, and in response to requests made by landowners and lease operators impacted by the pipeline (Section 8.1.5, Table 8).

Other mitigation measures included temporal construction constraints. Construction activities in the prairie pothole region were timed to avoid potential impacts to piping plover during nesting season (mid-April through August). In addition, if grounded whooping cranes were identified during construction near wetlands or in uplands, all construction would have ceased, the area would have been vacated, and the USFWS would have been contacted immediately. No sightings of piping plover or whooping crane occurred during construction.

In addition, Targa implemented thorough mitigation measures to minimize construction-related impacts as shown in construction documents (Appendix J).

10 QUALIFICATIONS

The qualifications of the personnel who contributed to this combined application are provided in Table 11.

Table 11: Personnel Qualifications

Name	Degree(s)	Qualifications and Experience
Jessica Keiser	B.S., Environmental Engineering	Currently serves as Vice President of Environmental, Safety, and Health for Targa Resources Corporation and manages Targa's compliance, due diligence, and advocacy efforts. She previously worked as an environmental engineer at Milliken Chemical in Spartanburg, South Carolina and focused on air and wastewater related projects, safety, and Total Quality Management (TQM) efforts. In 2000, she worked for Trinity Consultants where she conducted air permitting and federal Clean Air Act work for refineries, petrochemical, and batch chemical manufacturing as well as the midstream natural gas industry.
David McQuade, P.E., P.G.	B.S., Petroleum Engineering	Currently serves as the Environmental Director at Targa Resources Corp. Before joining Targa David worked has an environmental consultant for 13 years for clients located in the southeastern, Midwestern, western, and southwestern United States as well as in Mexico and the United Kingdom. David's work primarily focused on CERCLA site assessment and remediation, environmental due diligence, and Clean Water Act compliance. In the past 12 years he has worked in the upstream, midstream, and downstream oil and gas pipeline industry. He is currently leading Targa's water, waste, and remediation programs as well as participating in acquisition due diligence. Mr. McQuade is a professional engineer and professional geoscientist (geology focus) in the State of Texas.
Paul Pansegrau, Ph.D.	Ph.D., Chemistry B.S., Chemistry	20 years of experience in the North Dakota energy and fuels industries. Experienced in production, operations, and environmental areas. Specific areas include lignite utilization and conversion to fuels and chemicals, and renewable fuels and chemical production. Dr. Pansegrau also possesses expertise in environmental sampling, analyses, and reporting.
Jim Thornton	B.A., Psychology	39 years of experience in environmental planning, permitting, and management of large power infrastructure projects, including pipelines, transmission lines, thermo generation plants, and renewable energy projects. Experience includes being a consultant to energy facility siting boards and state and federal agencies for the preparation of environmental impact statements.
Tom Hale, CEP, PMP, PLA	M.S., Natural Resources Management M.L.A., Environmental Planning B.L.A., Landscape Architecture	24 years of experience in natural resources planning and management, permitting, and environmental impact assessment. Has managed many Environmental Impact Statements and Environmental Assessments pursuant to the National Environmental Policy Act of 1969, including several linear projects.

Table 11: Personnel Qualifications

Name	Degree(s)	Qualifications and Experience
Marit Sawyer	B.S. Range Science	17 years of experience in resource management, including regulatory oversight of existing projects at Wyoming Department of Environmental Quality and the preparation of new state and federal permits for mining, pipeline, and power line projects. Ms. Sawyer's work focuses on evaluating rangeland resources (vegetation, soils, threatened and endangered species, wildlife) and preparing reclamation plans and costing for projects.
Don Wardwell	M.S., Natural Resource Sciences B.A., Environmental Studies	14 years of experience in ecology, wildlife management, and endangered species biology throughout the Intermountain West. Experience in Wyoming specifically relates to threatened and endangered wildlife (e.g., sage-grouse, ferrets, mountain plover). Experience includes numerous linear projects, including natural gas and electricity transmission.

11 DEVELOPMENT

11.1 Discussion of Present and Future Natural Resource Development in the Area

The two tank facilities and the pipeline route are surrounded by agricultural lands and private industrial developments including oil wells, gathering systems, and crude oil terminals.

The New Town tank facility is surrounded by several natural resource development projects. The New Town Crude Terminal serviced by Burlington Northern Santa Fe railroad is located to the north of the airport. To the south and east of the New Town facility lands are largely in agricultural production interspersed with oil well pads. The vicinity to the north and northeast of the New Town facility contains agricultural lands and land recently converted to industrial uses.

The land use along the pipeline route is still largely in agricultural production, but with a significant number of oil wells and other pipeline systems in the area. Further petroleum production development and transport along the route can be expected from a number of entities. However, Targa has no current plans in this area.

The area surrounding the Stanley tank facility is undergoing rapid change. To the north and west of the tank facility lies the Enbridge tank facility and other businesses associated with exploration, production, and transport of petroleum. The area to the north and east is also experiencing conversion of agricultural lands to industrial purposes. Lands to the immediate south of the tank facility are still dedicated to agricultural production.

11.2 Plans for Future Expansion

There are presently no plans to expand the transport pipeline system.

12 MAPS

12.1 Map of Criteria within Study Area

Since a combined application for a Certificate of Corridor Compatibility and a Route Permit is being submitted, the maps of the proposed corridor and route of the Project can be found in Section 2

(Figures 1 through 3). The locations of Exclusion and Avoidance Areas, as defined in Section 69-06-08-02 of the North Dakota Administrative Code, within the corridor are depicted on the maps provided in Appendix I.

12.2 Mylar Maps of Study Area

Use of Mylar maps for recording and transmitting survey information has been replaced by geographic information systems (GIS) data management technology. The GIS software in current use by the Commission is ESRI's ArcGIS and companion software packages. A CD-ROM containing copies of ArcGIS shapefiles has been included with this application.

13 REFERENCES

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EXHIBITS

Appendix A: HDD and Boring Locations

Appendix B: Abstract from Juniper Report: Class I Cultural Survey

Appendix C: Abstract from Metcalf Report: Class III Pedestrian Cultural Survey

Appendix D: SHPO Letter of Concurrence

Appendix E: Southwest Geoscience, Inc.: Threatened and Endangered Species Report

Appendix F: Southwest Geoscience, Inc.: Potential Waters of the United States Jurisdictional Determination

Appendix G: Agency Communication

Appendix H: Lowham Walsh: Field Report

Appendix I: Maps of Exclusion and Avoidance Areas

Appendix J: Construction Drawings and Best Management Practices

Appendix K: Facility Response Plan

Appendix L: Stormwater Pollution Prevention and Erosion Control Plan

Appendix M: Black and White Map

Appendix A
HDD and Boring Locations

Survey Point ID	Station	Description	B/E	Length	Survey Bore Profile ID	Crossing Type
103282	61+79.60	WELD	B ARO		1	Drainage
103277	63+04.20	WELD	E ARO	124.60 ft	1	
103257	70+84.54	WELD	B ARO		2	Slawson Pipeline, Railroad, & 87th AveNW
602647	77+08.22	WELD	E ARO	623.68 ft	2	
602654	78+85.85	WELD	B ARO		3	Slawson Pipeline
602640	80+46.11	WELD	E ARO	160.26 ft	3	
602630	100+63.61	WELD	B ARO		4	Hwy 23
602624	104+78.77	WELD	E ARO	415.16 ft	4	
602617	116+53.06	WELD	B ARO		5	Slawson Pipeline
602602	118+19.33	WELD	E ARO	166.27 ft	5	
602546	220+29.38	WELD	B ARO		7	Private Road
103237	221+99.00	WELD	E ARO	169.62 ft	7	
103219	260+20.49	WELD	B ARO		10	41st St. NW
602521	262+18.97	WELD	E ARO	198.48 ft	10	
103213	318+16.66	WELD	B ARO		11	Wetlands
602503	324+84.49	WELD	E ARO	667.83 ft	11	
103196	392+29.47	WELD	B ARO		12	83rd Ave NW
602490	394+35.57	WELD	E ARO	206.10 ft	12	
602483	444+50.99	WELD	B ARO		13	Gas Pipeline
103179	445+98.85	WELD	E ARO	147.86 ft	13	
103173	499+14.48	WELD	B ARO		14	Private road, drainage, gas pipelines, 44th St. NW
602461	509+02.43	WELD	E ARO	987.95 ft	14	
602795	531+91.88	WELD	B ARO		15	45th St. NW, drainage/wetland
602457	538+12.76	WELD	E ARO	620.88 ft	15	
103167	558+35.77	WELD	B ARO		16	82nd Ave. NW
103152	560+43.58	WELD	E ARO	207.81 ft	16	
103115	620+82.10	WELD	B ARO		17	Wetlands
103108	624+54.90	WELD	E ARO	372.80 ft	17	
602441	660+25.09	WELD	B ARO		17A	46th St. NW
103085	663+13.35	WELD	E ARO	288.26 ft	17A	
103075	685+59.71	WELD	B ARO		18	Wetlands
103066	688+41.20	WELD	E ARO	281.49 ft	18	
103035	723+36.30	WELD	B ARO		19	Private road
103026	726+57.54	WELD	E ARO	321.24 ft	19	
103014	803+26.49	WELD	B ARO		20	48th St. NW
103002	806+17.62	WELD	E ARO	291.13 ft	20	
602338	826+99.48	WELD	B ARO		21	Drainage
602343	832+39.00	WELD	E ARO	539.52 ft	21	

Survey Point ID	Station	Description	B/E	Length	Survey Bore Profile ID	Crossing Type
602324	848+39.10	WELD	B ARO		22	Wetlands/soft spot (actually a wheat field, but it was probably better than getting stuck!)
103425	853+39.81	WELD	E ARO	500.71 ft	22	
103416	855+10.44	WELD	B ARO		23	49th St. NW
602319	864+52.05	WELD	E ARO	941.61 ft	23	
602314	909+90.59	WELD	B ARO		24	Wetlands, 50th St. NW
602307	913+20.96	WELD	E ARO	330.37 ft	24	
302110	929+91.93	WELD	B ARO		25	81st Ave. NW, gas pipeline
302072	934+08.23	WELD	E ARO	416.30 ft	25	
302046	938+35.66	WELD	B ARO		26	Gas Pipeline
302049	940+01.15	WELD	E ARO	165.49 ft	26	
301970	980+94.84	WELD	B ARO		27	Drainage
301887	986+76.36	WELD	E ARO	581.52 ft	27	
301873	991+04.71	WELD	B ARO		28	51st St. NW
301872	992+70.24	WELD	E ARO	165.53 ft	28	
601759	1041+34.16	WELD	B ARO		29	Drainage, Hwy 8
301793	1047+16.50	WELD	E ARO	582.34 ft	29	
301782	1050+61.84	WELD	B ARO		30	Wetlands/soft spot
301781	1051+45.35	WELD	E ARO	83.51 ft	30	
301708	1081+53.05	WELD	B ARO		31	Wetlands
301704	1083+61.84	WELD	E ARO	208.79 ft	31	
301706	1088+23.03	WELD	B ARO		32	Wetlands/soft spot
301670	1090+32.03	WELD	E ARO	209.00 ft	32	
301665	1098+62.80	WELD	B ARO		33	Wetlands
301659	1101+12.33	WELD	E ARO	249.53 ft	33	
602237	1141+65.26	WELD	B ARO		34	Private road
602235	1144+14.98	WELD	E ARO	249.72 ft	34	
602224	1163+81.41	WELD	B ARO		35	53rd St. NW
602211	1165+46.16	WELD	E ARO	164.75 ft	35	
602204	1168+17.51	WELD	B ARO		36	Wetlands, gas pipelines, Hwy 8
602193	1175+97.34	WELD	E ARO	779.83 ft	36	
602154	1182+56.60	WELD	B ARO		37	Wetlands
602150	1186+73.33	WELD	E ARO	416.73 ft	37	
602122	1197+59.63	WELD	B ARO		38	Wetlands
602113	1199+68.07	WELD	E ARO	208.44 ft	38	
400003	1221+79.60	WELD	B ARO		39	Wetlands/soft spot
601990	1225+10.66	WELD	E ARO	331.06 ft	39	
103435	1229+38.59	WELD	B ARO		40	Gas Pipeline, 54th St. NW
103327	1231+88.21	WELD	E ARO	249.62 ft	40	
103320	1270+50.91	WELD	B ARO		41	Wetlands

Survey Point ID	Station	Description	B/E	Length	Survey Bore Profile ID	Crossing Type
103357	1274+15.33	WELD	E ARO	364.42 ft	41	
103351	1282+83.96	WELD	B ARO		42	Wetlands
304299	1287+79.57	PIPEPOINTS	E ARO	495.61 ft	42	
103375	1308+61.22	WELD	B ARO		43	Wetlands
103379	1310+89.69	WELD	E ARO	228.47 ft	43	
103378	1320+27.75	WELD	B ARO		44	Wetlands
103387	1327+55.66	WELD	E ARO	727.91 ft	44	
103401	1334+51.48	WELD	B ARO		45	Wetlands
304212	1339+11.75	PIPEPOINTS	E ARO	460.27 ft	45	
103410	1343+86.56	WELD	B ARO		46	Wetlands, Hwy 8
103394	1347+99.33	WELD	E ARO	412.77 ft	46	
601928	1350+42.10	WELD	B ARO		47	Wetlands, Old Hwy 8
601914	1352+49.74	WELD	E ARO	207.64 ft	47	
601901	1358+76.07	WELD	B ARO		48	56th St. NW, wetlands
601894	1363+29.45	WELD	E ARO	453.38 ft	48	
601897	1364+23.72	WELD	B ARO		49	Wetlands
601885	1372+15.03	WELD	E ARO	791.31 ft	49	
601883	1382+48.64	WELD	B ARO		50	Wetlands
601874	1386+65.50	WELD	E ARO	416.86 ft	50	
601872	1399+77.78	WELD	B ARO		51	Wetlands
601859	1402+26.87	WELD	E ARO	249.09 ft	51	
601866	1404+78.64	WELD	B ARO		52	Wetlands
102832	1406+85.32	WELD	E ARO	206.68 ft	52	
102830	1409+11.49	WELD	B ARO		53	Wetlands
102824	1412+02.47	WELD	E ARO	290.98 ft	53	
102805	1424+62.96	WELD	B ARO		55	Wetlands
601854	1426+71.55	WELD	E ARO	208.59 ft	55	
601848	1439+20.35	WELD	B ARO		56	Wetlands
601846	1440+03.64	WELD	E ARO	83.29 ft	56	
102731	1471+91.22	WELD	B ARO		57	58th St. NW
102728	1473+99.35	WELD	E ARO	208.13 ft	57	
601711	1522+10.43	WELD	B ARO		58	80th Ave. NW
304758	1525+68.60	PIPEPOINTS	E ARO	358.17 ft	58	
304754	1529+52.22	WELD	B ARO		59	59th St. NW
304746	1531+17.84	WELD	E ARO	165.62 ft	59	
304504	1545+40.75	WELD	B ARO		60	Private Road
304731	1547+07.07	WELD	E ARO	166.32 ft	60	
304736	1554+48.28	WELD	B ARO		61	Wetlands, Private road
602670	1558+65.20	WELD	E ARO	416.92 ft	61	

Survey Point ID	Station	Description	B/E	Length	Survey Bore Profile ID	Crossing Type
304633	1629+10.99	WELD	B ARO		62	Wetlands
304673	1634+22.67	WELD	E ARO	511.68 ft	62	
304730	1664+38.87	WELD	B ARO		65	Little Knife River
103603	1672+76.05	WELD	E ARO	837.18 ft	65	

Appendix B

Abstract from
Juniper Report: Class I Cultural Survey

Juniper

SADDLE BUTTE PIPELINE PROJECT:
A CLASS I LITERATURE REVIEW, MOUNTRAIL COUNTY, NORTH DAKOTA

Prepared For:
Bartlett & West Engineers
Bismarck, North Dakota

John G. Morrison
Principal Investigator

Prepared By:
John G. Morrison and Elizabeth E. Anderson
Juniper, LLC
Bismarck, North Dakota

Report of Investigation: 170 **February 2013**

1111 W. Highland Acres Rd., Bismarck, ND 58501 | O: 701-223-6306 | C: 701-400-3575 | Juniper, LLC

ABSTRACT

Bartlett & West Engineers contacted Juniper, LLC, to conduct a Class I Literature Review for the Saddle Butte Pipeline project. The proposed undertaking consists of the development of approximately 29 miles (or 703 acres) of pipeline corridor in Mountrail County, North Dakota. The majorities of the project corridor is situated just outside of the right-of-way of existing county, state, and Federal roads, and also include several small cross country sections.

The Class I Literature Review consists of a review of the State Historical Society of North Dakota's site and manuscript files for a one mile radius around the proposed project centerline. Within a one mile radius of the proposed project centerline are 119 previously recorded archaeological and historic sites, site leads, and isolated finds. Located within 200' of the proposed pipeline centerline are seven previously recorded cultural resources. In addition to the previously recorded cultural resources, 66 cultural resource investigations have been conducted within this review area.

Juniper recommends that the proposed pipeline corridor should be inventoried using Class III methodologies as defined by the North Dakota State Historic Preservation Office and described below to identify cultural resources. A Class III Cultural Resource Inventory is a reasonable and good faith effort to identify cultural resources within the Area of Potential Effect of the proposed undertaking.

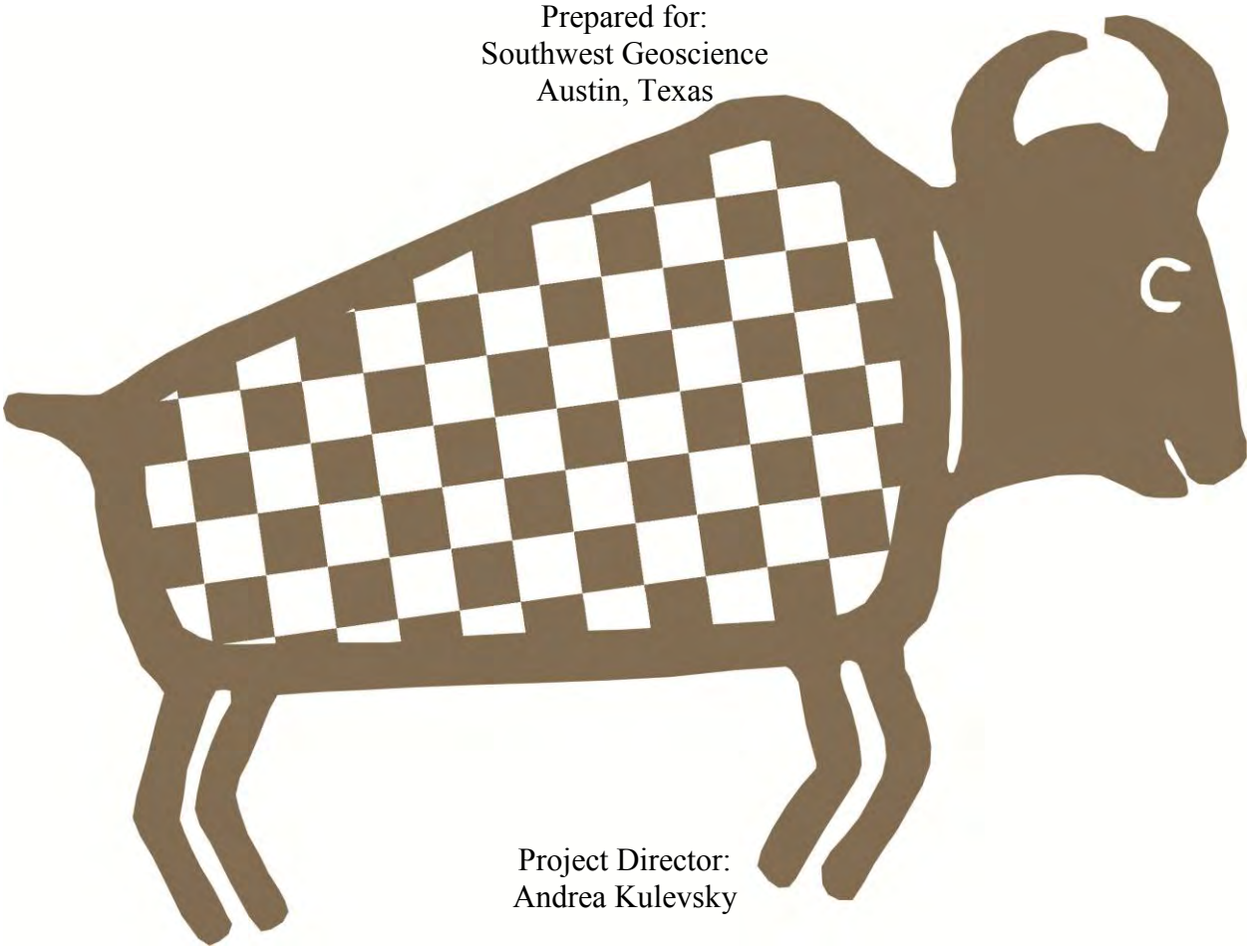
Appendix C

Abstract from
Metcalf Report: Class III Pedestrian Cultural Survey

SOUTHWEST GEOSCIENCE'S NEW TOWN TO STANLEY PIPELINE: A CLASS III CULTURAL RESOURCE INVENTORY IN MOUNTRAIL COUNTY, NORTH DAKOTA

BIA Permit: AAO-3119/FB/13

Prepared for:
Southwest Geoscience
Austin, Texas



Project Director:
Andrea Kulevsky

Principal Investigator:
Kimball Banks

Prepared by:
Damita Engel and Andrea Kulevsky
Metcalf Archaeological Consultants, Inc.
Bismarck, North Dakota

January 2014

ABSTRACT

Targa Resources intends to construct and operate a petroleum gathering system from New Town to Stanley, North Dakota. Their environmental subcontractor, Southwest Geoscience, requested that Metcalf Archaeological Consultants, Inc. conduct a Class III intensive pedestrian inventory of the project corridor. The proposed pipeline is approximately 29 miles in length with a construction corridor of 100 feet (30 meters). The undertaking also includes a tank battery location covering approximately 16 acres. Metcalf personnel Andrea Kulevsky, acting as Project Director, with Jennifer Wulffen, Laura Williams, and Nicole Herzog, inventoried 396 acres between May 7th and May 14th, 2013. Matt Kinsey and crew surveyed an additional 14 acres of reroutes on July 7. Matt Dixon, a Tribal Historic Preservation Investigator from the Three Affiliated Tribes, accompanied the crews. Archaeologists encountered 12 cultural resources during the inventory; these include eight stone feature sites, two historic archaeological sites, one architectural site, and one railroad. The two historic sites and the architectural site, 32MN968, 32MN1078, and 32MN1084 respectively, are recommended *not eligible* for the National Register of Historic Places and no further work or avoidance is recommended. The railroad, 32MN818, is considered *eligible*, but the pipeline will avoid the tracks by boring under the bed. The stone feature sites are *unevaluated* for the National Register of Historic Places and avoidance is recommended. A reroute avoiding sites 32MN1081, 32MN1082, and 32MN1083 has been surveyed. 32MN768 can be avoided within the surveyed corridor; fencing should be employed to ensure there is no impact to the site. Reroutes to avoid prehistoric stone feature sites 32MN1076, 32MN1077, 32MN1079, and 32MN1080 have yet to be determined. Provided the prehistoric stone feature sites are avoided through rerouting of the proposed pipeline, a finding of *No Historic Properties Affected* is recommended for this undertaking as surveyed, mapped, and documented herein.

Appendix D
SHPO Letter of Concurrence

STATE HISTORICAL SOCIETY OF NORTH DAKOTA

Jack Dalrymple
Governor of North Dakota

North Dakota State Historical Board

Calvin Grinnell
New Town - President

A. Ruric Todd III
Jamestown - Vice President

Margaret Puetz
Bismarck- Secretary

Albert I. Berger
Grand Forks

Gereld Gerntholz
Valley City

Diane K. Larson
Bismarck

Chester E Nelson, Jr.
Bismarck

Sara Otte Coleman
Director
Tourism Division

Kelly Schmidt
State Treasurer

Alvin A. Jaeger
Secretary of State

Mark Zimmerman
Director
Parks and Recreation Department

Grant Levi
Director
Department of Transportation

Merlan E. Paaverud, Jr.
Director

Accredited by the American Alliance of Museums since 1986

February 11, 2014

Ms. Damita Engel
Regional Director of Operations
MAC
Po Box 2154
Bismarck ND 58502

NDSHPO REF.: 14-0305 BIA/PSC "Southwest Geoscience's New Town to Stanley Pipeline: A Class III Cultural Resource Inventory in Mountrail County, North Dakota"

Dear Ms. Engel,

We reviewed NDSHPO REF.: 14-0305 BIA/PSC "Southwest Geoscience's New Town to Stanley Pipeline: A Class III Cultural Resource Inventory in Mountrail County, North Dakota." If consulted by a federal/state agency, we would concur with "No Historic Properties Affected" and "No Significant Sites" determinations for the project as described and mapped in the above-captioned report, provided that the sites recommended to be avoided in the report are avoided. This provisional determination is for portions of the project outside of the exterior boundaries of Three Affiliated Tribes Reservation. For portions of the route within the reservation, please consult the Three Affiliated Tribes THPO. Sites to be avoided include 32MN1081, 32MN1082, 32MN1083, 32MN768, 32MN1076, 32MN1077, 32MN1079, 32MN1080. Please also avoid 32MN1031 as discussed.

Thank you for the opportunity to review this project. We look forward to further review of the final report. If you have questions please contact either Paul Picha at ppicha@nd.gov or (701) 328-3574 or Susan Quinnell at squinnell@nd.gov or (701) 328-3576.

Sincerely,

Merlan E. Paaverud, Jr.
State Historic Preservation Officer (North Dakota)
and
Director, State Historical Society of North Dakota

Appendix E

Southwest Geoscience, Inc.: Threatened and Endangered Species Report

Federally-listed Threatened and Endangered Species Habitat Assessment

Stanley to New Town Pipeline – 30 miles
Mountrail County, North Dakota

Project No. 0813N010

Prepared for:

Targa Resources Corporation
1000 Louisiana Street, Suite 4300
Houston, Texas 77002

April 2013
(Revised July 2013)

Southwest GEOSCIENCE
1604 Rio Grande Street
Austin, Texas 78701
Ph: (512) 473-8313
Fax: (512) 473-8314

Table of Contents

1.0 Introduction 1
1.1 Regulatory Framework 1
2.0 Project Description 2
2.1 Hydrology 2
2.2 Topography 3
2.3 Vegetation 3
3.0 Methodology 3
4.0 Federally-listed Species 4
5.0 Conclusion 12
6.0 References 14

Appendices

Appendix A – Figures
Figure 1 – Project Location
Figure 2 – Topography (USGS 7.5')
Figure 3 – USFWS Critical Habitat

Federally-listed Threatened and Endangered Species Habitat Assessment

Stanley to New Town Pipeline
Mountrail County, North Dakota

SWG Project No. 0813N010

1.0 INTRODUCTION

The primary purpose of this assessment is to review the 30.0-mile Stanley to New Town Pipeline Project, hereafter referred to as the Project, for potential federally-listed threatened, endangered, protected, and candidate species habitat. This assessment will also review the Project for constraints under other federal laws related to avian species, including the Bald and Golden Eagle Protection Act and Migratory Bird Treaty Act.

1.1 Regulatory Framework

The Endangered Species Act and the Bald and Golden Eagle Protection Act each apply to one or several federally-listed species in Mountrail County. Additionally, the Project is located in the Prairie Pothole region of North Dakota, a key breeding area for migratory waterfowl and other bird species. These migratory bird species are protected under the Migratory Bird Treaty Act.

The Endangered Species Act of 1973

The United States Fish and Wildlife Service (USFWS) has authority under the Endangered Species Act (ESA) to list and monitor the status of species whose populations are considered imperiled. Species listed as threatened or endangered by the USFWS are provided full protection under the ESA including a prohibition of indirect "take." The term "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct with regards to a federally-endangered species. Critical habitat is also protected under the ESA. Critical habitat is defined as areas that are essential for the conservation of a threatened or endangered species and that may require special management and protection.

The Bald and Golden Eagle Protection Act

The Bald and Golden Eagle Protection Act (16 U.S.C. 668-668c), enacted in 1940, and amended several times since then, prohibits anyone, without a permit issued by the Secretary of the Interior, from "taking" bald eagles, including their parts, nests, or eggs. The Act provides criminal penalties for persons who "take, possess, sell, purchase, barter, offer to sell, purchase or barter, transport, export or import, at any time or any manner, any bald

eagle... (or any golden eagle), alive or dead, or any part, nest, or egg thereof" (USFWS 2011a).

Migratory Bird Treaty Act

The Migratory Bird Treaty Act (16 U.S.C. 703 et seq.) (MBTA) prohibits the taking, killing, possession, and transportation, (among other actions) of migratory birds, their eggs, parts, and nests, except when specifically permitted by regulations. "Taking" is defined as pursuing, hunting, shooting, shooting at, poisoning, wounding, killing, capturing, trapping, or collecting migratory birds.

2.0 PROJECT DESCRIPTION

The Project is located in central Mountrail County, North Dakota (Appendix A, Figure 1). The Project begins south of Stanley just north of 61st Street NW and ends east of New Town at the intersection of College Dr. and 38th Street NW. The Project includes the installation of a 6-inch crude oil pipeline within a 50-foot-wide permanent easement. A 100-foot wide temporary workspace easement will be utilized during construction. The Project also includes two station sites: the Stanley Alternative 15-acre site and the New Town Site..

A map of the Project is included as Appendix A, Figure 1.

2.1 Hydrology

Prairie Potholes

The Project is located in an area with many prairie potholes, especially the section of the Project that lies north of Belden, ND. These shallow depressions were created as ancient glaciers retreated over 10,000 years ago and are now create a valuable ecosystem for many plant and bird species.

According to the National Wetlands Inventory (NWI) (USFWS 2013), approximately 27 freshwater emergent wetlands are located within the boundaries of the Project. These wetlands are generally associated with isolated prairie potholes and range in size from 0.1 acre to 9.09 acres. One wetland, intersected by the pipeline near New Town (NTC 001) is at the very northern extent of a 25-acre NWI wetland. Of the 26 wetlands, 18 of them are less than one acre in size. The majority of these wetlands occur north of Belden (19 of the 27). Review of aerial imagery indicates several of the designated wetlands have been impacted by agricultural practices. One isolated NWI pond (freshwater emergent wetland) was identified on the New Town Site (though field investigations observed it to be impacted by cultivation).

These prairie potholes are ecologically important for this region's biodiversity as well as for water quality; thus, the Project alignment avoided potholes to the greatest extent practicable; if a pothole was unavoidable, the impacts

during pipe placement will be temporary and water will not be permanently drained from the isolated pothole wetland.

Linear Features

Various unnamed tributaries intersect the Project. The northern tributaries are relatively small and drain to the north/northwest into a dammed section of the Little Knife Creek that has been designated as the National Waterfowl Production Area; Little Knife Creek then flows into the Missouri River/Lake Sakakawea. The central tributaries ultimately drain to the southeast into Crane Creek, which is a primary tributary of the Missouri River/Lake Sakakawea. The southern tributaries flow south/southeasterly and eventually into the Missouri River/Lake Sakakawea.

The Missouri River/Lake Sakakawea is located approximately three aerial miles to the west and approximately one to two aerial miles to the southeast of the southern extent of the Project. The Project is within seven subwatersheds (12-digit) (From north to south): Town of Stanley; Unnamed (101101011703); Sikes Dam; Upper Crane Creek; Lower Crane Creek; Upper Van Hook Arm; and New Town Municipal Airport. Each of these is a subwatershed of the Lake Sakakawea watershed (10110101).

2.2 Topography

Elevation of the Project ranges from approximately 1,870 feet above mean sea level (msl) near the southern end of the Project as it approaches the Missouri River/Lake Sakakawea to 2,399 feet above msl towards the central section of the Project. Generally, the Project consists of flat to gently rolling topography that becomes hilly and drops in elevation when in proximity of the drainages. The northern half of the landscape is dotted with many prairie potholes. The southern half of the landscape consists mainly of cropland and herbaceous cover.

A topographic map of the Project is included as Appendix A, Figure 2.

2.3 Vegetation

According to the NLCD (Fry at al. 2011), the majority of the Project is within the Cultivated Crops and Herbaceous land cover designations. Field investigations confirm that the vegetation types within the proposed alignment are consistent with the identified designations.

3.0 METHODOLOGY

Desktop and field investigations were conducted along the Project alignment to determine the potential for listed species and habitat. A review for potential habitat for each listed species was conducted using aerial photography, topographic maps, and vegetative and ecoregion data along the alignment. Field investigations were conducted by Southwest Geoscience (SWG) biologists on April 1 and 2 and May 8, 2013. SWG

conducted a pedestrian survey at tributary crossings and along various upland portions of the alignment. The presence of riparian vegetation, canopy cover, tree height range, tree maturity, percent ground cover, and general landscape features were noted throughout the survey area.

4.0 FEDERALLY-LISTED SPECIES

Seven species are listed as threatened, endangered, or candidate species in Mountrail County, ND. In addition, the golden eagle occurs in Mountrail County and is federally-protected under the Bald and Golden Eagle Protection Act. Table 1 summarizes the threatened, endangered, and protected species within Mountrail County, North Dakota.

Two species, Sprague's pipit and Dakota skipper, are candidate species in Mountrail County. Candidate species are plants and animals for which the USFWS has sufficient information on their biological status and threats to propose them as endangered or threatened under the ESA, but for which development of a proposed listing regulation is precluded by other higher priority listing activities. Candidate species receive no statutory protection under the ESA.

On April 5, 2013 the North Dakota Parks and Recreation Department provided to SWG the results of a search of the ND Natural Heritage Inventory, which reviews for current or historical occurrences of plant and animal species of concern or other significant ecological communities within one mile of the Project. The database did not report the presence of any federally-listed species within the limits of the Project.

Table 1: Endangered, Threatened, and Candidate Species listed in Mountrail County, ND

Species	Federal Designation	Typical Habitat	Species likely to occur in Project?
Piping Plover	T	Barren sand and gravel shores of rivers and lakes along Missouri and Yellowstone Rivers and on alkali lakes of the Prairie Pothole region	No
Interior Least Tern	E	Sparsely vegetated sandbars on the Missouri and Yellowstone Rivers	No
Whooping Crane	E	Shallow wetlands that are characterized by cattails, bulrushes and sedges; may be found in upland areas, especially during migration.	No
Golden Eagle	P	Undisturbed areas; variable habitat types	No
Sprague's Pipit	C	Nest in large patches of undisturbed prairie	No
Pallid Sturgeon	E	Missouri River; bottom of large, silty rivers with swift currents. Prefer areas with sand flats and gravel bars	No
Gray Wolf	E	Rare; likely habitat in ND is the forested areas in north-central and north-east ND, however, they may appear anywhere	No
Dakota Skipper	C	Undisturbed tall grass and mid-grass prairie. In the western part of its range, can be found in ungrazed native pastures with little bluestem, needle and thread, and purple coneflower	No

E = Endangered; T = Threatened; C= Candidate; DL = Delisted; P = Protected under the Bald and Golden Eagle Protection Act (Source: USFWS 1995)

Piping Plover (*Charadrius melodus*)

The Great Plains piping plover population was federally-listed as threatened on December 11, 1985 (50 Federal Register 50733). North Dakota is the most important state in the Great Plains for nesting piping plovers. The state's population of piping plovers was 496 breeding pairs in 1991 and 399 breeding pairs in 1996. More than three-fourths of piping plovers in North Dakota nest on prairie alkali lakes, while the remainders use the Missouri River. The North Dakota population spends fall to early spring primarily in the Gulf of Mexico, especially the Texas coast. The breeding season in North Dakota extends from mid-April through August. Piping plovers feed along beaches and intertidal mud and sand flats. Primary prey for piping plovers includes worms, various crustaceans, insects, and occasionally bivalve mollusks (USFWS 2013b).

On prairie alkali lakes, piping plovers require salt-encrusted, gravelly clay substrates that are relatively flat and nearly devoid of vegetation. Additionally, beach width is an important factor in site selection; some evidence suggests that nests of plovers on relatively narrow beaches (<10 m) are more vulnerable to predation than nests on wider beaches. Piping plovers also use barren river sandbars along the Missouri River. Nests are generally a simple, shallow scrape lined with tiny pebbles, typically in the mid-beach area away from dense vegetation or heavy cobbles or rubble. The highest productivity among breeding pairs in the region appears to occur in landscapes where rangeland is the prevalent land use (Skagen 2013).

USFWS has established various places along the Missouri River as well as various alkali lake groups in the Prairie Pothole region as critical habitat for the piping plover in North Dakota. The southern extent of the project borders critical habitat along the Missouri River; however, this portion of the Project is in uplands and does not contain appropriate plover habitat. NTC 001 is just upstream from plover critical habitat boundary; habitat for the piping plover was not observed at where the pipeline crosses the tributary at NTC 001. Critical Habitat Unit 2 is the nearest alkali lake critical habitat unit to the Project. Unit 2 includes various alkali lakes north and east of Stanley, ND. The northern extent of the Project is approximately three miles southwest of the nearest critical habitat designated lake (USFWS 2002; USFWS 2013c). No critical habitat is within the limits of the Project.

Results

The northern portion of the Project is within the Prairie Pothole region of North Dakota. The Prairie Pothole region contains alkali lakes that may contain piping plover habitat. A detailed desktop assessment of aerial photographs between 1995 and 2012 was used to determine if potential habitat that may be utilized by piping plover is located within the Project.

According to NWI maps (USFWS 2013) and review of aerial imagery, at least 27 freshwater emergent wetlands or freshwater ponds are located within the boundaries of the Project. These wetlands are associated with isolated prairie potholes and range in size from 0.1 acre to 9.09 acres. At least 18 of NWI wetlands are less than one acre in size. One 25-acre NWI wetland is just south of the alignment in piping plover critical habitat. The pipeline does not cross the wetland or the critical habitat, and no habitat was observed at crossing NTC 001, which is where the pipeline crosses the tributary just upstream of the wetland and critical habitat (Figure 3).

All delineated wetlands that are intersected by the Project were reviewed for: proximity to known piping plover breeding sites; vegetative setting (cultivated crops or native rangeland); adjacency to human disturbance; evidence of beaches or salt crust; and, hydrology. The following observations were made:

- All of the ponds are over 3 aerial miles from the nearest known breeding habitat (Critical Habitat Unit 2);
- All of the wetlands appear to be filled with vegetation;
- All but one of the wetlands appear to lack appropriate open water hydrology, and the one wetland that may contain water throughout the breeding season is disturbed and adjacent to an operating well pad;
- At least 17 of the wetlands are in agricultural fields and are subject to row cropping;
- At least 10 wetlands are in undeveloped rangeland, but none appear to contain the other necessary elements of breeding plover habitat like salt crusts or beaches;
- Two wetlands are directly adjacent to improved roadways or well pads; and,
- None of the wetlands were observed during review of aerial imagery to have beaches or salt crusted substrates that are conducive to plover habitat.

None of the NWI or other observed wetlands that are intersected by Project appears to contain the appropriate habitat characteristics typical of breeding piping plovers. If piping plover were to occur in the Project, they would likely be flying overhead. The Project is not located within federal critical habitat for the species.

Recommendation: If nesting piping plovers or their habitat is identified during construction at any ponded or wetland area that will be disturbed, all construction should cease until avoidance, minimization, or mitigation measures can be established through coordination with USFWS. **It is recommended that construction in the prairie pothole region not occur during the nesting season (mid-April through August), if at all possible.**

Interior Least Tern (*Sterna antillarum*)

Least tern was federally-listed as threatened in U.S. Northern Great Plains on May 28, 1985 (50 FR 21792). The interior population of the least tern currently breeds in the Missouri River system in North Dakota, as well as in the Mississippi and Rio Grande river systems south of North Dakota. In North Dakota, the least tern is found mainly on the Missouri River from Garrison Dam south to Lake Oahe, and on the Missouri and Yellowstone Rivers upstream of Lake Sakakawea. Approximately 100 pairs breed are known in North Dakota (USFWS 2013d).

In North Dakota, the least tern utilizes sparsely vegetated river sandbars on the Missouri and Yellowstone Rivers. The birds usually stay in close proximity to the rivers. The breeding season for the interior population of the least tern lasts from May through August. The peak of the nesting season occurs from mid-June to mid-July (USFWS 2013d).

No critical habitat has been established for the interior least tern.

Results

The southern extent of the Project is located on uplands less than one mile from the Missouri River, and the Stanley Alternate 15-acer Site is on a terrace above and east of the Knife River. However, the Project is fully within uplands and no habitat for the interior least tern, such as sparsely vegetated sandbars within riverine habitat, is located in the Project. The likelihood of encountering interior least terns or their habitat in the Project is very low. If terns were to occur in the project, they would likely be flying overhead.

Whooping Crane (*Grus americana*)

The whooping crane was originally listed as an endangered species on March 11, 1967, following establishment of the Endangered Species Preservation Act and is currently listed as endangered under the Endangered Species Act of 1973.

The historical breeding range of the whooping crane extended from Illinois, northwest through North Dakota, and up to the Northwest Territories. The last nesting record for North Dakota was in McHenry County in 1915. About 264 whooping cranes presently occur in the wild. Almost all of these birds are in the Aransas-Wood Buffalo flock, which migrates through North Dakota. During the 1999 fall migration, 15 sightings occurred in North Dakota from late August to mid-October. The spring migration occurs from late April to mid-June. Birds can show up in all parts of North Dakota, although most sightings occur in the western two-thirds of the State (USFWS 2013e).

The Project is within the migration corridor the whooping crane. Whooping cranes use a variety of habitats during migration. Habitat during migration and winter includes marshes, shallow lakes, lagoons, salt flats, grain and stubble fields, and barrier islands (NatureServe 2013). They primarily use

shallow, seasonally and semipermanently flooded palustrine wetlands for roosting, and various cropland and emergent wetlands for feeding. In the Dakotas, they are also known to stop along large reservoir margins and the Missouri River (Canadian Wildlife Service and U.S. Fish and Wildlife Service. 2007).

Critical Habitat for the whooping crane was designated on May 15, 1978 (43 FR 20938 - 20942) for nine locations in the U.S., none of which are in North Dakota.

Results
Although the Project is within the Prairie Pothole region which is dotted with shallow lakes and marshes, no wetlands that would be conducive to whooping crane stopover habitat are within the Project. No flooded palustrine wetlands for roosting or cropland and emergent wetlands for feeding were identified within the Project. The project is also distinct from large lakes or wetlands that may attract migrating whooping cranes. If this species were to occur in the Project, they would likely be flying overhead. The likelihood of encountering whooping cranes or their habitat in the Project is very low.

Recommendation: If grounded whooping cranes are identified during construction near wetlands or in uplands , all construction should cease, the area should be vacated, and USFWS should be contacted immediately. **It is recommended that construction not occur during the spring and fall migration seasons (late-April to mid-June and September to October).**

Golden Eagle (*Aquila chryaestos canadensis*)
The golden eagle is protected under the Bald and Golden Eagle Protection Act (16 U.S.C. 668-668c), enacted in 1940, which prohibits anyone, without a permit issued by the Secretary of the Interior, from "taking" bald eagles, including their parts, nests, or eggs.

Golden eagles can be found in a variety of habitats, including tundra, grasslands, forested habitat, woodland-brushlands, and in arid deserts. They are aerial predators and eat small to mid-sized reptiles, birds, and mammals up to the size of mule deer fawns and coyote pups. They also are known to scavenge and utilize carrion. Golden eagles build nests on cliffs or in the largest trees of forested stands with unobstructed views of the surrounding habitat. Their nests usually include sticks and soft material added to existing nests; nests are strong, flat or bowl shaped platforms. Golden eagles avoid nesting near urban habitat and do not generally nest in densely forested habitat. Individuals will occasionally nest near semi-urban areas where housing density is low and in farmland habitat; however, golden eagles have been noted to be sensitive to some forms of human presence (USFWS 2011a).

Results
The Project is not within the primary or secondary breeding ranges for the golden eagle (NDGF 2013). If this species was to occur in the Project during construction, it will likely be flying overhead. The temporary nature and minimal impacts associated with the construction of the Project would not prevent golden eagles from occurring in the Project.

Sprague's Pipit (*Anthus spragueii*)
Sprague's pipit is a candidate for listing under the Endangered Species Act. Sprague's pipit breeds from north central Alberta to central Manitoba, south to Montana and north central South Dakota, and east to northwestern Minnesota. Sprague's pipits use grasslands of intermediate height and sparse to intermediate vegetation density. Although they will use exotic vegetation, they prefer native prairie. Other habitat features required include low visual obstruction, moderate litter cover, and little or no woody vegetation. Vegetation in dry lake bottoms and alkali lake borders can also be suitable for Sprague's pipits. Within grazed mixed-grass areas in North Dakota, the abundance of Sprague's pipits was positively associated with plant communities dominated by native grass (Dechant 2003).

Results
The project alignment consists of primarily mixed agricultural lands, fallow fields, and grassland. No native prairie that may be utilized by the Sprague's pipit was observed in the Project corridor of the proposed alignment. The likelihood of encountering Sprague's pipit or their habitat along the project alignment is very low.

Pallid Sturgeon (*Scaphirhynchus albus*)
Pallid sturgeon was federally-listed as endangered on September 6, 1990 (55 Federal Register 36641). This large fish species occupies large, turbid, free-flowing riverine habitat, typically in strong currents over firm gravel or sandy substrate. It sometimes occurs in reservoirs. In the upper Missouri River in North Dakota, pallid sturgeons tend to occupy main channel areas with islands or sand bars. Specific characteristics of spawning habitat have not been documented (NatureServe 2013).

Historically, pallid sturgeon were found in the Missouri River from Fort Benton, Montana, to St. Louis, Missouri; in the Mississippi River from above St. Louis to the Gulf; and in the lower reaches of other large tributaries, such as the Yellowstone, Platte, Kansas, Ohio, Arkansas, Red, and Sunflower Rivers; and in the first 60 miles of the Atchafalaya River (USFWS 1998).

Today, pallid sturgeon populations are fragmented by dams on the Missouri River. Pallid sturgeons are scarce in the upper Missouri River above Ft. Peck Reservoir; in the Missouri and lower Yellowstone Rivers between Ft. Peck Dam and Lake Sakakawea; in the Missouri River downstream of Gavins Point Dam; and in the Mississippi and Atchafalaya Rivers (USFWS 2013f).

No critical habitat has been established for the pallid sturgeon.

Results
Habitat for the pallid sturgeon is not located within the project alignment. The water features crossed by the proposed alignment identified as intermittent or perennial did not exhibit the characteristics necessary for pallid sturgeon habitat such as a large channel and turbid and strong free-flowing water. The likelihood of encountering pallid sturgeon or their habitat along the project alignment is very low.

Gray Wolf (*Canis lupus*)
Various gray wolf subspecies were listed as endangered under the Endangered Species Conservation Act of 1969 and under the Endangered Species Act of 1973. In 1978, the USFWS published a rule reclassifying the gray wolf (*Canus lupus*) as an endangered population at the species level (USFWS 2012).

The gray wolf was historically found throughout North America, with the exception of parts of the southwest and southeast United States. In North Dakota, it was commonly known as the Plains wolf, the buffalo wolf, or the lobo wolf (USFWS 2013g).

Currently the gray wolf is extirpated from the lower 48 states, with the exception of Minnesota, Wisconsin, Michigan, Montana, Idaho, and Washington. A few individual dispersing wolves have been observed in North and South Dakota. These individuals are likely dispersing away from more saturated habitat; there is no evidence of establishment of a breeding population in these states (USFWS 2012).

The gray wolf has no particular habitat preference. In its current range in Minnesota and Wisconsin, the wolf usually occurs in areas with few roads, which increase human access and incompatible land uses but apparently can occupy semi-wild lands if ungulate prey is abundant and if not killed by humans. A minimum of 10,000-13,000 sq km (with low road density) might be necessary to support a viable population (NatureServe 2013).

Critical habitat for the gray wolf is designated in parts of Michigan and Minnesota.

Results
Gray wolves are very rare in North Dakota, and an abundance of human presence and road density is in the vicinity of the project alignment. The likelihood of encountering the gray wolf along the project alignment is very low.

Dakota Skipper (*Hesperia dacotae*)

The Dakota skipper is a candidate for listing under the Endangered Species Act. This species is a small to medium-sized butterfly with a wingspan of 2.4 - 3.2 centimeters (cm) (0.9 - 1.3 inches (in)) and hooked antennae (USFWS 2011b). The most significant remaining populations of Dakota skippers occur in western Minnesota, northeastern South Dakota, and north central and southeastern North Dakota (USFWS 2013h). The nearest known occurrence of Dakota skipper is 15 miles north of the Project (USFWS 2011b).

This species is found in high quality native prairie containing a high diversity of wildflowers and grasses. Habitat includes two prairie types: 1) low (wet) prairie dominated by bluestem grasses, wood lily, harebell, and smooth camas; and 2) upland (dry) prairie dominated by bluestem grasses, needlegrass, pale purple and upright coneflowers and blanketflower (USFWS 2013h).

Results

This Project is distant from known Dakota skipper occurrences. Additionally, vegetation in and adjacent to the Project consists of primarily mixed agricultural and adjacent rangeland. The likelihood of encountering Dakota skipper or their habitat along the project alignment is very low. Restoration of disturbed areas with native vegetation is recommended.

5.0 MIGRATORY BIRD TREATY ACT

The Project is located in the Prairie Pothole region, an area known to provide ample habitat for migrating and nesting waterfowl, songbirds, raptors, and other avian species. While the majority of the larger wetlands were avoided during pipeline planning, the possibility exists for waterfowl to roost or nest in any of the small prairie potholes intersected by the project. Nesting season generally occurs between April 15 and July 15. *The MBTA prohibits impacts to these species and their nests.*

Recommendation: If nesting waterfowl are observed on a lake or wetland for which open trenching or disturbance is proposed, appropriate best management practices (BMPs) should be implemented. BMPs may include avoidance, monitoring, and/or revisions to construction techniques.

6.0 CONCLUSION

Targa Resources proposes to construct and maintain a 30.0-mile crude oil transport pipeline in Mountrail County, North Dakota. This habitat assessment was prepared in order to determine if the proposed project may intersect habitat for various federally-protected species.

Desktop review and field investigations were conducted to evaluate if the vegetative and landscape characteristics of the project location were consistent with threatened and endangered species habitat characteristics. Habitat for the interior least tern, whooping crane, piping plover, golden eagle, Sprague's pipit, pallid sturgeon, gray wolf, and Dakota skipper was not identified within or in the vicinity of the proposed alignment. Due to the primarily mixed agricultural and grassland, human presence and relatively small, slow flowing water features, it is not likely that the proposed project will impact the listed species or their habitat.

Migratory birds may be encountered during construction, particularly in the Prairie Pothole region. Migratory birds and their nests are protected under the MBTA.

Recommendation Summary:

- If nesting piping plovers are identified during construction at any ponded or wetland area that will be disturbed, all construction should cease until avoidance, minimization, or mitigation measures can be established through coordination with USFWS. **It is recommended that construction in the prairie pothole region not occur during the nesting season (mid-April through August), if at all possible.**
- If grounded whooping cranes are identified during construction near wetlands or in uplands, all construction should cease, the area should be vacated, and USFWS should be contacted immediately. **It is recommended that construction not occur during the migratory seasons (late-April through mid-June and September to October), if at all possible.**
- If nesting waterfowl are observed on a lake or wetland for which open trenching or disturbance is proposed, appropriate best management practices (BMPs) should be implemented. BMPs may include avoidance, monitoring, and/or revisions to construction techniques.

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Appendix A – Figures

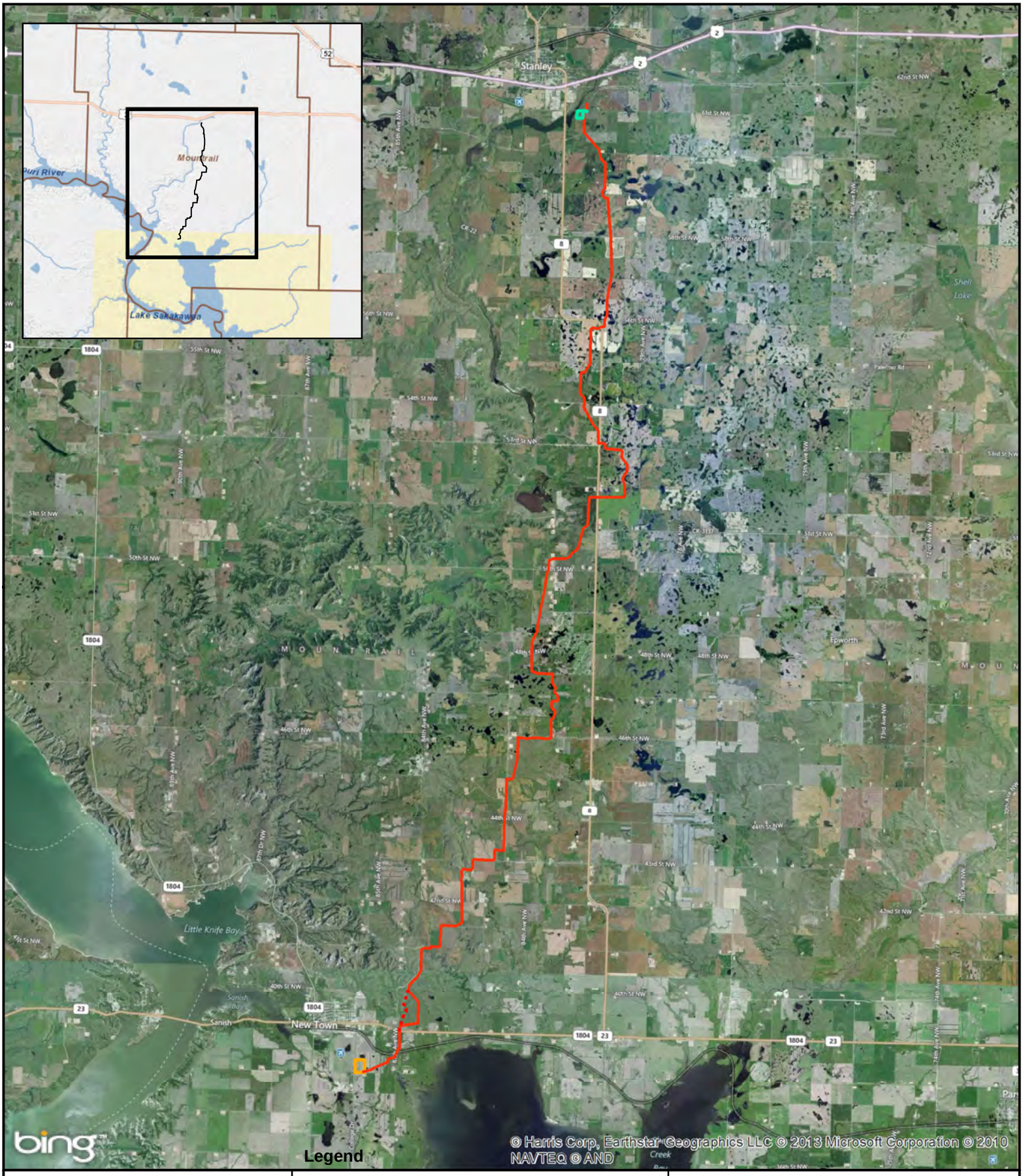


FIgure 1 - Project Location
T&E Species
Stanley to New Town Pipeline
July 2013
SWG No. 0813N010

Stanley to New Town
Fertig Reroute
Stanley Alternate 15-ac Site
New Town Site

3 1.5 0 3 Miles
1:190,080 1 in = 3 miles
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Southwest GEOSCIENCE

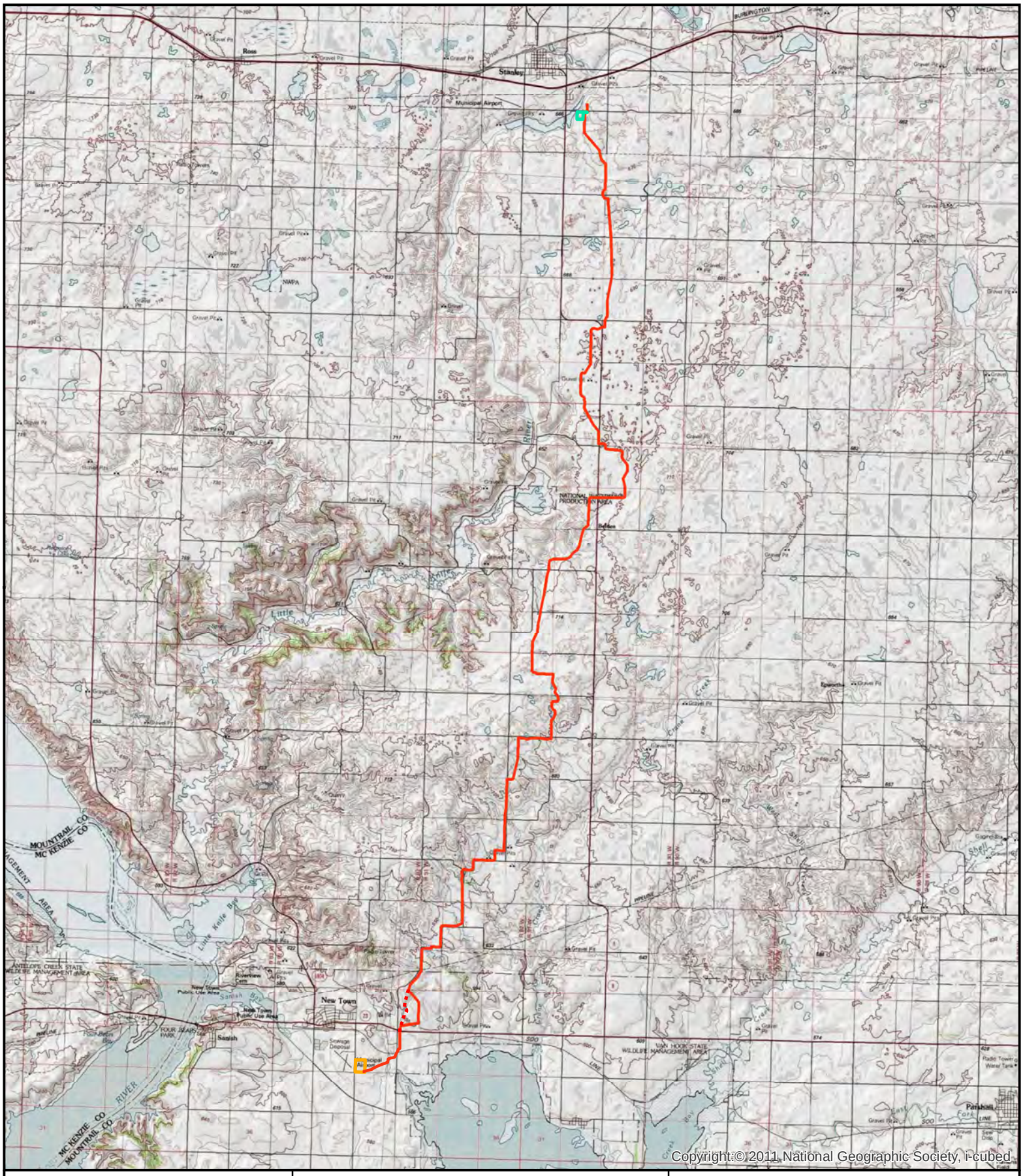


FIgure 2 - Topography
T&E Species
Stanley to New Town Pipeline
July 2013
SWG No. 0813N010

Legend

- Stanley to New Town
- Fertig Reroute
- Stanley Alternate 15-ac Site
- New Town Site

3 1.5 0 3 Miles

1:190,080 1 in = 3 miles

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Southwest GEOSCIENCE

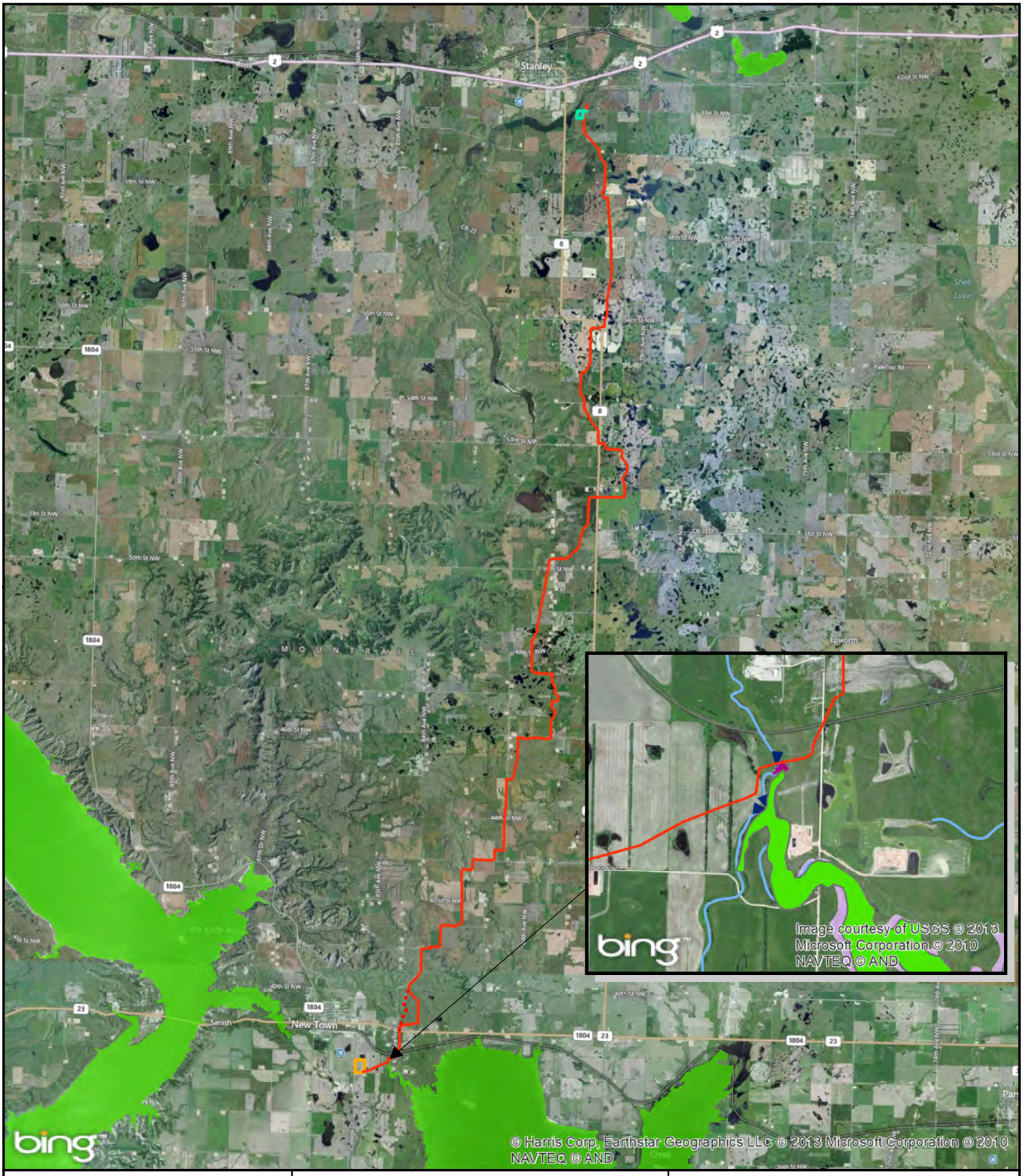


FIgure 3 - Piping Plover Critical Habitat
T&E Species
Stanley to New Town Pipeline
July 2013
SWG No. 0813N010

Legend

- Stanley to New Town
- Fertig Reroute
- Stanley Alternate 15-ac Site
- New Town Site
- Piping Plover Critical Habitat

3 1.5 0 3 Miles

1:190,080 1 in = 3 miles

N

Southwest GEOSCIENCE

Appendix F

Southwest Geoscience, Inc.: Potential Waters of the United States Jurisdictional Determination

Potential Waters of the United States Jurisdictional Determination

Stanley to New Town Pipeline – 30.0 miles
Mountrail County, North Dakota

Project No. 0813N010

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Table of Contents

1.0 Introduction 1
1.1 Regulatory Background 1
1.2 Nationwide Permit 12 2
2.0 Purpose 2
3.0 Project Summary and Setting 2
3.1 Hydrology 2
3.2 Topography 4
3.3 Vegetation 5
3.4 Soils 5
4.0 Methodology 7
5.0 Potential Waters of the U.S. 8
6.0 Non-jurisdictional Areas 32
7.0 Requirements for Preconstruction Notification 41
7.1 PCN Requirements for the Project 42
8.0 Summary 44
9.0 References 45

Appendices

Appendix A – Figures
Figure 1: Project Location
Figure 2: Topography (USGS 7.5')
Figure 3.0 - 3.12: Results

WATERS OF THE U.S. JURISDICTIONAL DETERMINATION

Stanley to New Town Pipeline
Mountrail County, North Dakota

SWG Project No. 0813N010

1.0 INTRODUCTION

The approximately 30-mile Stanley to New Town Pipeline is located in central Mountrail County, North Dakota. The Project begins south of Stanley just north of 61st Street NW and ends east of New Town at the intersection of College Dr. and 38th Street NW. The Project includes the installation of a 6-inch crude oil pipeline within a 50-foot-wide permanent easement. A 100-foot wide temporary workspace easement will be utilized during construction. The Project also includes two station sites: the Stanley Alternative 15-acre site and the New Town Site.

A map of the Project is included as Appendix A, Figure 1.

1.1 Regulatory Background

Under Section 404 of the Clean Water Act, the U.S. Army Corps of Engineers (USACE) has the authority to permit the discharge of dredged or fill material into waters of the United States (U.S). The term "waters of the U.S." is defined as:

- All waters which are currently used, or were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide;
- All interstate waters including interstate wetlands;
- All impoundments of waters otherwise defined as waters of the U.S. under the definition;
- All other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds, the use, degradation or destruction of which could affect interstate or foreign commerce including any such waters: (i) Which are or could be used by interstate or foreign travelers for recreational or other purposes; or (ii) From which fish or shellfish are or could be taken and sold in interstate or foreign commerce; or (iii) Which are used or could be used for industrial purpose by industries in interstate commerce; and,
- The territorial seas.

In 2006, *Rapanos v. United States* clarified that waters of the U.S. are also defined as: Traditional Navigable Waters (TNW) and their adjacent wetlands;

non-navigable tributaries of TNWs that are relatively permanent; and, wetlands that directly abut such tributaries. In addition, the *Rapanos* decision clarified that the USACE asserts jurisdiction over every water body that is not a relatively permanent water (RPW) if that water body is determined to have a significant nexus with a TNW. A significant nexus exists if the tributary, in combinations with all of its adjacent wetlands, has more than a speculative or an insubstantial effect on the chemical, physical, or biological integrity of a TNW.

The limit of USACE jurisdiction for non-tidal waters of the United States in the absence of adjacent wetlands is the ordinary high water mark (OHWM). "Ordinary high water mark" is defined as that line on the shore established by the fluctuations of water and indicated by physical characteristics such as clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas.

1.2 Nationwide Permit 12

The USACE utilizes a Nationwide Permit program to authorize discharge and fill into waters of the United States. Under the nationwide permit program, Nationwide Permit (NWP) 12 - Utility Line Activities would be most applicable to the project. NWP 12 authorizes activities required for the construction, maintenance, repair, and removal of utility lines and associated facilities in waters of the United States, provided the activity does not result in the loss of greater than 1/2-acre of waters of the United States for each single and complete project.

2.0 PURPOSE

The purpose of this report to identify potential waters of the United States (hereafter referred to as waters of the U.S.) within the limits of the approximately 30.0-mile Stanley to New Town Pipeline, hereafter referred to as the Project and to determine if preconstruction notification to the USACE may be required in accordance with NWP 12 reporting conditions.

3.0 PROJECT SUMMARY AND SETTING

Hydrology, topography, vegetation, and soils within the Project are detailed below.

3.1 Hydrology

Prairie potholes dominate the hydrology in the northern part of the line, while linear tributaries are more prevalent in the southern portion of the line. A discussion of each is included herein.

Prairie Potholes

The Project is located in an area with many prairie potholes, especially the section of the Project that lies north of Belden, ND. While these prairie potholes are usually hydrologically connected by ground-water flows (van der Valk and Pederson 2003), they lack surface connectivity to navigable waters and are not adjacent to any USGS blue-lines or potential waters of the U.S.; therefore, the prairie potholes within the Project alignment are not considered to be jurisdictional.

Prior to 2001, the prairie potholes were often considered jurisdictional because these isolated pothole wetlands were habitat for migratory birds and protected under the Migratory Bird Rule (51 FR 41217). The Supreme Court's decision in the 2001 SWANCC (Solid Waste Agency of Northern Cook County vs. USACE (531 US 159)) case invalidated federal jurisdiction of the Section 404 Clean Water Act on isolated wetlands, including isolated prairie potholes. These prairie potholes are ecologically important for this region's biodiversity as well as for water quality; thus, the Project alignment avoided potholes to the greatest extent practicable; if a pothole was unavoidable, the impacts during pipe placement will be temporary and water will not be permanently drained from the isolated pothole wetland.

Linear Features

According to United States Geological Survey (USGS) topographic maps, 17 blue-line tributaries are intersected by the Project. Six additional potential tributaries are visible on aerial imagery but are not delineated as USGS blue-lines. The potential tributaries belong to four drainage systems that eventually drain into the Missouri River/Lake Sakakawea, a TNW.

Desktop analysis indicates that the tributaries are crossed 24 times by the project (Appendix A, Figure 3). The northern blue-line crossings (SN 001, SN 002, SN 003, SN 004, and SN 006), including one drainage not designated as a USGS blue-line (SN 005) are of relatively small unnamed tributaries that eventually drain north/northwest into a dammed section of Little Knife Creek that has been designated as the National Waterfowl Production Area. Little Knife Creek, a RPW, flows into the Missouri River/Lake Sakakawea approximately 16.8 aerial miles downstream of the National Waterfowl Production Area. The central blue-line crossings (SN 007, SN 008, SN 009, SN 013, SN 015, and SN 016) and non-blue-line crossings (SN 010, SN 011, SN 012, and SN 014) are of unnamed tributaries that ultimately drain to the southeast into Crane Creek, a RPW and primary tributary of the Missouri River/Lake Sakakawea. The southern crossings are divided into two drainage systems that each lead to unnamed primary tributaries of the Missouri River/Lake Sakakawea. The eastern drainage system contains seven blue-line crossings (SN 017, SN 018, SN 019, SN 020, SN 021, SN 022, and SN 023) of unnamed tributaries that flow south/southeast into the Missouri River/Lake Sakakawea, which is approximately two to three aerial

miles south of the Project. The western drainage system contains three crossings (SN 024, SN 024A, SN 025, and NTC 001), one of which is not a blue-line crossing (SN 025), that are approximately one and a half aerial miles to the northwest of the Missouri River/Lake Sakakawea.

No USGS blue-lines were identified on the Stanley Alternative 15 Acre or the New Town Site.

The Project is within seven subwatersheds (12-digit) (From north to south): Town of Stanley; Unnamed (101101011703); Sikes Dam; Upper Crane Creek; Lower Crane Creek; Upper Van Hook Arm; and New Town Municipal Airport. Each of these is a subwatershed of the Lake Sakakawea watershed (10110101).

According to the National Wetlands Inventory (NWI) (USFWS 2013), approximately 26 freshwater emergent wetlands are located within the boundaries of the Project. These wetlands are generally associated with isolated prairie potholes and range in size from 0.1 acre to 9.09 acres. One wetland, intersected by the pipeline near New Town (NTC 001) is at the very northern extent of a 25-acre NWI wetland. Of the 26 wetlands, 18 of them are less than one acre in size. The majority of these wetlands occur north of Belden (19 of the 26). Review of aerial imagery indicates several of the designated wetlands have been impacted by agricultural practices. One isolated NWI pond (freshwater emergent wetland) was identified on the New Town Site.

The National Land Cover Database (NLCD) (Fry et al. 2011) identifies emergent herbaceous wetlands at SN 013. This type of vegetation was not observed during field investigations at SN 013; however, winter season conditions make determination of wetland characteristics difficult and these conditions may exist during the growing season.

3.2 Topography

Elevation of the Project ranges from approximately 1,870 feet above mean sea level (msl) near the southern end of the Project as it approaches the Missouri River/Lake Sakakawea to 2,399 feet above msl towards the central section of the Project. Generally, the Project consists of flat to gently rolling topography that becomes hilly and drops in elevation when in proximity of the drainages. The northern half of the landscape is dotted with many prairie potholes. The southern half of the landscape consists mainly of cropland and herbaceous cover.

A topographic map of the Project is included as Appendix A, Figure 2.

3.3 Vegetation

According to the NLCD (Fry at al. 2011), the majority of the Project is within the Cultivated Crops and Herbaceous land cover designations. Field investigations confirm that the vegetation types within the proposed alignment are consistent with the identified designations.

The NLCD identifies emergent herbaceous wetlands at SN 013. This type of vegetation was not observed during field investigations at SN 013; however, winter season conditions make determination of wetland characteristics difficult and these conditions may exist during the growing season.

3.4 Soils

Thirty soil units are intersected by the proposed pipeline alignment. Table 1 lists the soils units and percentage of the soil unit within a 100-foot corridor along the Project. *Italic* soil unit symbols are for those designated as hydric soils.

All hydric soils intersected by the Project, including the Stanley and New Town sites, are poorly drained or very poorly drained with a water table at a depth of 1.0 foot or less during the growing season if saturated hydraulic conductivity (Ksat) is less than 6.0 in/hr in any layer within a depth of 20 inches. These units are typically frequently ponded for a long or very long duration during the growing season.

Table 1: Soil Units in the Pipeline Alignment based on a 100-foot Corridor

Unit Symbol	Map Unit Name	Acres in Corridor	Percent of Corridor
C2A	*Tonka silt loam, 0 to 1 percent slopes*	*5.2*	*1.25%*
C3A	*Parnell silty clay loam, 0 to 1 percent slopes*	*5.1*	*1.23%*
C5A	*Southam silty clay loam, 0 to 1 percent slopes*	*0.0*	*0.00%*
C75A	*Vallers loam, saline, 0 to 1 percent slopes*	*1.1*	*0.27%*
C132B	*Williams-Zahl loams, 3 to 6 percent slopes*	*72.9*	*17.57%*
C132C	*Williams-Zahl-Zahill complex, 6 to 9 percent slopes*	*58*	*13.98%*
C135D	*Zahl-Williams loams, 9 to 15 percent slopes*	*91.9*	*22.14%*
C154C	*Zahl-Williams-Bowbells loams, 3 to 9 percent slopes*	*52.7*	*12.70%*
C155F	*Zahl-Max-Arnegard loams, 15 to 60 percent slopes*	*10.7*	*2.58%*
C165F	*Zahl-Max-Parnell complex, 0 to 35 percent slopes*	*5.4*	*1.30%*
C201A	*Bowbells loam, 0 to 3 percent slopes*	*3.9*	*0.94%*
C210A	*Williams-Bowbells loams, 0 to 3 percent slopes*	*0.1*	*0.02%*
C270A	*Hamerly loam, 0 to 3 percent slopes*	*2.8*	*0.67%*

Unit Symbol	Map Unit Name	Acres in Corridor	Percent of Corridor
C272A	*Hamerly-Tonka complex, 0 to 3 percent slopes*	*0.3*	*0.07%*
C409B	*Sakakawea silty clay loam, 2 to 6 percent slopes*	*1.9*	*0.46%*
C415A	*Tansem loam, 0 to 2 percent slopes*	*3.1*	*0.75%*
C418B	Tansem-Sakakawea loams, 2 to 6 percent slopes	0.7	0.17%
C424A	*Nutley west, silty clay, 0 to 2 percent slopes*	*0.5*	*0.12%*
C477A	Savage silty clay loam, 0 to 2 percent slopes	1.5	0.36%
C480B	*Shambo loam, 2 to 6 percent slopes*	*6.1*	*1.47%*
C527A	*Belfield-Grail complex, 0 to 2 percent slopes*	*5.2*	*1.25%*
C584A	*Harriet loam, 0 to 2 percent slopes*	*4.*	*0.96%*
C592B	*Rhoades-Savage complex, 0 to 6 percent slopes*	*3.5*	0.84%
C593E	*Dogtooth-Janesburg-Werner loams, 3 to 25 percent slopes*	*4.4*	*1.06%*
C665B	*Noonan-Niobell-Williams loams, 0 to 6 percent slopes*	*0.8*	*0.19%*
C751B	Parshall fine sandy loam, 2 to 6 percent slopes	1.0	0.24%
C810A	*Bowdle loam, 0 to 2 percent slopes*	*7.2*	*1.73%*
C816B	*Lehr loam, 2 to 6 percent slopes*	*30.3*	*7.30%*
C825A	*Divide loam, 0 to 2 percent slopes*	*2.6*	*0.63%*
C870E	*Wabek-Lehr-Appam complex, 9 to 25 percent slopes*	*19.9*	4.80%
C874C	*Wabek-Appam complex, 6 to 9 percent slopes*	*11.0*	2.65%
C959E	Vebar-Flasher-Zahl complex, 6 to 25 percent slopes	1.2	0.29%
Total		415	100%

The 24 hydric soil units make up the majority of the corridor, which is typical of the prairie pothole region.

Three soil units are within the New Town Site (Table 2). *Italic* soil unit symbols are for those designated as hydric soils.

Table 2: Soil Units in the New Town Site

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
C480B	Shambo loam, 2 to 6 percent slopes	5.0	11.4%
C810A	*Bowdle loam, 0 to 2 percent slopes*	*23.5*	*53.5%*
C816B	Lehr loam, 2 to 6 percent slopes	15.4	35.1%

Bowdle loam, 0 to 2 percent slopes (C810A), is a hydric soil unit that comprises the majority of southern portion of the site. The New Town site is currently utilized for cultivated crops.

Three soil units are within the Stanley 15-acre Alternative Site (Table 3). *Italic* soil unit symbols are for those designated as hydric soils.

Table 3: Soil Units in the Stanley 15-Acre Alternative Site

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
C132B	*Williams-Zahl loams, 3 to 6 percent slopes*	*0.1*	*0.7%*
C135D	*Zahl-Williams loams, 9 to 15 percent slopes*	*4.7*	*29.7%*
C154C	*Zahl-Williams-Bowbells loams, 3 to 9 percent slopes*	*11.1*	*69.6%*

All three of the soil units on the Stanley 15-acre Alternative Site are considered hydric. This site is adjacent to the Knife River and is undeveloped herbaceous rangeland.

4.0 METHODOLOGY

Prior to the field investigation, a detailed Geographic Information System (GIS) analysis was conducted to determine the locations of potential tributary crossings that required field inspection. USGS topographic maps were used to identify the locations of potential tributaries and wetlands that may be intersected by the Project, as well as to identify the flow regime between the Project and the Missouri River to determine downstream connectivity to a TNW. Aerial imagery of the Project was reviewed for the evidence of channel characteristics including inundation, sparsely vegetated surfaces, changes in vegetation type, clearly defined channel, and manmade disturbances.

Twenty-two potential linear features (27 discrete crossing locations) were identified as requiring field inspection. Approximately 26 emergent freshwater wetlands were identified during the desktop analysis. Only those that were not determined as isolated during desktop analysis were evaluated in the field.

Following the GIS study, pedestrian field reconnaissance was performed by Southwest Geoscience (SWG) biologists on April 1, 2 and May 8, 2013 to compare background data to existing conditions and to determine the current extent of waters of the U.S. within the project. Twenty-seven linear

feature crossings along the Project were inspected for characteristics of waters of the U.S.

Data Gaps

At the time of the April 2013 investigation, 6 to 12 inches of snow was present on the ground. Snow decreased visibility and made identification of the OHWM difficult; therefore, the OHWM was estimated using observations of frozen water in the field, vegetation line, and aerial imagery. Identification of predominant herbaceous plant species was also difficult due to the snow cover and winter conditions. However, SWG biologists were able to ascertain the likely presence or absence of significant adjacent wetlands at each of the crossings based on setting and observed plant variation between uplands and the investigation areas. Subsequent desktop review corroborated field observations at each of the crossings.

5.0 POTENTIAL WATERS OF THE U.S.

Ten potential waters of the U.S. (11 discrete Project crossings) were identified during field reconnaissance as potential waters of the U.S.; all are delineated as blue-lines on USGS topographic maps. Each discrete crossing location that was surveyed is identified by "SN" followed by a number (i.e., SN 001) with the exception of NTC 001 (New Town Connection 001). This identification terminology is also used when referencing the tributary associated with that survey area crossing. Table 1 summarizes the results of the survey. Descriptions of each potential waters of the U.S. follow Table 1.

No potential waters of the U.S. were identified on the Stanley Alternative 15-acre Site or on the New Town Site. NWI maps depict an isolated freshwater emergent pond on the New Town Site; field reconnaissance indicates the site is a cultivated crop field. An isolated wetland pond was not identified during field survey.

Please note the final authority in determining jurisdiction of a water feature, including significant nexus decisions, rests with USACE.

A map of the results of the investigation is included as Figure 3.

Table 1: Potential Waters of the U.S. Summary Table

ID	Lat/Long (dd)	Resource Type	OHWM (ft)	Linear Feet in Permanent Easement*	Impact Type	Sq. Feet of Impact	Acres of Impact	PCN Required?	Reason
SN 001	48.152311, 102.36118	IS	15	50	D/T	750	0.017	N	
SN 002	48.151352, 102.361649	ES	20	50	D/T	1000	0.023	N	
SN 003	48.145244, 102.365483	ES	15	50	D/T	750	0.017	N	
SN 004	48.142888, 102.374218	IS/ES	15	50	D/T	750	0.017	N	
SN 013	48.050953, 102.397684	IS/ES	20	50	D/T	1000	0.023	N	
SN 015	48.034437, 102.416065	ES	15	50	D/T	750	0.017	N	
SN 016	48.031553, 102.419117	IS/ES	10	50	D/T	500	0.011	N	
SN 021	48.015123, 102.420848	ES	20	50	D/T	1000	0.023	N	
SN 022	48.007036, 102.436049	IS	40	50	D/T	2000	0.045	N	
SN 023	48.006661, 102.438518	IS/ES	15	50	D/T	750	0.017	N	
NTC 001	47.968633, 102.453352	PS/NFW	15	50	D/T	750	0.017	N	

*50 feet is the width of the permanent easement. Actual temporary impacts from installation of the pipeline will be less than 50 feet.

Resource Type

NWF - Non forested wetland, FW - Forested Wetland, PS - Perennial Stream, IS - Intermittent Stream, ES - Ephemeral Stream, I - Impoundment

Impact Types

D/P - Direct and Permanent, D/T - Direct and Temporary, I-P - Indirect and Permanent, I/T - Indirect and Temporary

Reason

A - Mechanized Land Clearing

B - Requires a Section 10 Permit

C - Utility line exceeds 500 feet in waters of the US, excluding overhead lines

D - Utility line is within a jurisdictional area and the utility line runs parallel to a stream bed that is within that jurisdictional area

E - The loss of waters exceeds 0.10 acre

F - Permanent access roads are constructed above grade in waters of the US for a distance of more than 500 feet

G - Permanent access roads are constructed in waters of the US with impervious materials

H - Potential endangered species

I - Potential historic resources

J - Other

SN 001 & SN 002

This flat-bottomed, intermittent drainage is crossed two times by the Project. At crossing SN 001, the tributary has an OHWM of approximately 15 feet and less than one foot of water/snow cover. The crossing downstream of SN 001, SN 002, has an OHWM of approximately 20 feet and about four inches of water/snow cover in the channel. Aerial imagery was used to assist in determination of the approximate OHWM. There was a lack of noticeable difference between the in-channel and upland vegetation communities. Canopy riparian vegetation is not present at either crossing.

This tributary appears to transmit flow downstream, may carry pollutants and/or floodwaters, and may have the ability to maintain water quality. Since this unnamed tributary is a secondary tributary to Little Knife Creek, which is located approximately two river miles downstream of the Project crossing, it is a tertiary tributary to the Missouri River.



SN 001 facing upstream



SN 001 facing downstream



SN 002 facing upstream



SN 002 facing downstream

SN 003

A NWI-designated freshwater pond is located just upstream of this crossing (pond berm is visible in photograph background). This pond appears to be perennial; therefore, the downstream drainage likely experiences ephemeral outflow during the growing season. During field reconnaissance, snow cover made determination of an OHWM difficult. The OHWM is estimated to be 15 feet using aerial imagery. A channel is visible in aerial imagery just downstream from the crossing location. A noticeable difference between vegetation within SN 003 and the surrounding uplands was not identified during field investigations. No canopy riparian vegetation is present at this crossing.

This drainage could potentially transmit flow downstream, may carry pollutants and/or floodwaters, and may have the ability to maintain water quality from the upstream perennial pond. This blue-line flows into the SN 001/SN 002 tributary downstream and is a tertiary tributary to Little Knife Creek, a RPW, which is located approximately two river miles downstream from the Project crossing.



SN 003 facing upstream



SN 003 facing downstream

SN 004

This flat-bottomed drainage is an unnamed, intermittent/ephemeral tertiary tributary to Indian Creek, a RPW. During field reconnaissance, snow cover made determination of an OHWM difficult, but in combination with the presence of cattails (*Typha* sp.) and the observed water depth of three inches, the estimated OHWM is approximately 15 feet. There was a noticeable abrupt change between the upland and in-channel vegetative communities. No canopy riparian vegetation is present at SN 004.

While the OHWM is not obvious in aerial imagery or during field investigations, the presence of hydrophytic vegetation (cattails) indicates that this tributary may have the ability to maintain water quality if water is transmitted downstream. The presence of snow cover made it difficult to determine if this area has a defined bed and bank and would qualify as a water of the U.S. Additional field investigations during the growing season may be warranted to determine if this area lacks characteristics of a tributary and to determine if it is nonjurisdictional. Based on aerial imagery and winter season field survey, this blue-line cannot be determined as nonjurisdictional and is therefore considered a potential water of the U.S.

This unnamed tributary is a secondary tributary to Little Knife Creek, which is located approximately two river miles downstream of the Project crossing, and is a tertiary tributary to the Missouri River.



SN 004 facing upstream



SN 004 facing downstream

SN 013

This intermittent/ephemeral tributary is an unnamed primary tributary of Crane Creek. The OHWM could not be determined during field investigations due to snow/ice cover, but is estimated as 20 feet or less with the assistance of aerial imagery. There is no noticeable change in vegetation patterns between areas adjacent to the channel and uplands. Canopy riparian vegetation is lacking at this crossing.

Aerial imagery depicts a visible channel both upstream and downstream of this crossing, and the culvert under 82nd Avenue NW suggests the downstream flow of water (see downstream photograph below). Additionally, the NCLD (Fry at el. 2011) depicts this crossing as emergent herbaceous wetlands. This type of vegetation was not observed during field investigations at SN 013; however, winter season conditions make determination of wetland characteristics difficult, and these conditions may exist during the growing season.

Although tributary and wetland characteristics were not apparent during field investigations, desktop review indicates that SN 013 may transmit flow downstream, carry pollutants and/or floodwaters, and have the ability to maintain water quality. This feature is a potential water of the U.S.



SN013 facing upstream



SN 013 facing downstream

SN 015

An OHWM could not be determined in the field for this ephemeral, flat-bottomed drainage due to the frozen water and snow that was present during field investigations. The OHWM is estimated to be less than 15 feet based on aerial imagery. A channel is visible both upstream and downstream of this crossing in aerial imagery. A culvert located at 43rd Street NW suggests water traverses downstream from SN 015. There is no noticeable change in vegetation patterns between areas adjacent to the channel and uplands. Canopy riparian vegetation is lacking at this crossing.

This feature may transmit flow downstream, carry pollutants and/or floodwaters, and have the ability to maintain water quality; therefore, this feature is a potential water of the U.S. This unnamed blue-line is a secondary tributary to Crane Creek, a RPW, which is located approximately 4.5 river miles downstream of the Project crossing.



SN 015 facing upstream



SN 015 facing downstream

SN 016

While an OHWM for this flat-bottomed, intermittent/ephemeral tributary could not be determined during field investigations, a channel is visible in aerial imagery and is estimated to be approximately 10 feet. A NWI-designated wetland is located downstream of this crossing on the east side of the road. A noticeable difference between vegetation within SN 016 and the surrounding uplands was identified during field investigations, though no fringe wetlands or canopy riparian vegetation was identified at SN 016.

This tributary may transmit flow downstream, carry pollutants and/or floodwaters, and have the ability to maintain water quality; therefore, this feature is a potential water of the U.S. SN 015 flows into this unnamed primary tributary to Crane Creek. SN 016 intersects Crane Creek approximately 4.5 miles downstream from the Project crossing.



SN 016 facing upstream



SN 016 facing downstream

SN 021

This flat area may connect upstream and downstream defined channels in an unnamed primary tributary to the Missouri River, a TNW. During field reconnaissance, melted snow and ice made identifying a channel difficult; additionally, no channel is visible at the crossing on aerial imagery. However, defined channels are located both upstream and downstream of the crossing. The defined channels are approximately 700 feet from each other, with SN 021 in between them. As such, though this area may not transmit water through a defined channel, water may sheet flow across this area to the downstream defined channel. There was a lack of noticeable change between the upland and in-channel vegetative communities. No canopy riparian vegetation is present at SN 021.

Wetlands are not anticipated to be supported by this feature. Therefore, in order to calculate impacts, an OHWM was assumed to be similar to the upstream and downstream channels. The assumed OHWM for this feature is 20 feet.

While the OHWM is not obvious in aerial imagery or during field investigations, this feature may transmit flow downstream, carry pollutants and/or floodwaters, and have the ability to maintain water quality. Field reconnaissance during the growing season after snowmelt would be necessary to rule this crossing out as nonjurisdictional. SN 021 is a primary tributary to the Missouri River, which it intersects 4 river miles downstream from the Project crossing.



SN 021 facing upstream



SN 021 facing downstream

SN 022

While an OHWM could only be approximated for this inundated meadow during field investigations (approximately 40 feet), channel flow and noticeable vegetation lines demarcating the in-channel and surrounding upland vegetation communities were observed. Aerial imagery suggests that various small braided channels may be present at this crossing. Approximately six inches of water was present in the feature at the time of the field survey. No canopy riparian vegetation is present at SN 022.

This tributary may transmit flow downstream, carry pollutants and/or floodwaters, and have the ability to maintain water quality; therefore, this tributary is a potential water of the U.S. Field reconnaissance during the growing season after snowmelt would be necessary to rule this crossing out as nonjurisdictional. SN 022 is an unnamed tributary of SN 021, which is a primary tributary to the Missouri River.



SN 022 facing upstream



SN 022 facing downstream

SN 023

Winter conditions at this intermittent/ ephemeral feature made it difficult to discern evidence of a jurisdictional tributary; however, aerial imagery indicates that this feature may transmit water from an upstream perennial pond downstream to another potential water of the U.S. (Crossing SN 022). The pond is approximately 600 feet upstream and the potential water of the U.S. is approximately 600 feet downstream. No OHWM was observed during field survey, and none is visible on aerial imagery. If it exists, the OHWM is estimated as 15 feet or less, based on local topography. There is a noticeable change in vegetation patterns between areas adjacent to the channel and uplands, but the difference in vegetation does not clearly demarcate the presence of a channel. Canopy riparian vegetation is lacking at this crossing.

Field reconnaissance during the growing season after snowmelt would be necessary to rule this crossing out as nonjurisdictional. This unnamed tributary flows into SN 022 and is a secondary tributary to the Missouri River.



SN 023 facing upstream



SN 023 facing downstream

NTC 001

This perennial stream and wetland is associated with a blue-line. OHWM was observed to be approximately 10 feet, though the width of the stream varied between 10 and 20 feet within the Project limits. While the surrounding vegetation was matted down and bent, there was an abrupt change in the in-channel and upland vegetation communities. This feature had a clearly defined bed and bank and aquatic wildlife was present at the time of field investigations (frogs and red-winged blackbirds). This wetland extends upstream and downstream outside of the project limits.

This wetland and its associated unnamed tributary is a primary tributary to the Missouri River/Lake Sakakawea. This feature likely transmits flow downstream to the Missouri River/Lake Sakakawea, carries pollutants and/or floodwaters, and has the ability to maintain water quality. Therefore, this feature is considered a potential waters of the U.S.



NTC 001 facing upstream



NTC 001 facing downstream

6.0 NON-JURISDICTIONAL AREAS

Eleven crossings identified as potential tributaries during desktop analysis were observed as unlikely to be waters of the U.S. during field reconnaissance. A description of each potentially non-jurisdictional crossing is included below. Please note the final authority in determining jurisdiction of a water feature, including significant nexus decisions, rests with USACE.

SN 005 – This vegetated swale is high in the watershed and drains only cultivated croplands. Water was noted in this feature during field investigations, but it is very likely due solely to snow melt and does not have seasonal flow. There is no noticeable change in vegetation patterns between areas adjacent to this feature and uplands; SN 005 is located in a wheat field. This feature does not exhibit an OHWM or downstream connection; therefore, this feature does not contribute more than a speculative or insubstantial effect on the chemical, physical, and biological integrity of any downstream TNW. This feature is not likely to be considered a water of the U.S.



SN 005 facing downstream

SN 006 – This crossing, located high in the watershed at the upper extent of the blue-line, appears to be historically altered by cultivated crops. A channel was not observed during field reconnaissance and a channel is not visible on aerial imagery. This feature does not exhibit an OHWM or downstream connection; therefore, this feature does not contribute more than a speculative or insubstantial effect on the chemical, physical, and biological integrity of any downstream TNW. This feature is not likely to be considered a water of the U.S.



SN 006 facing downstream

SN 007 – This blue-line crossing is located downstream from a perennial freshwater pond, as seen in the photograph below. Water from the pond likely traverses this crossing during the growing season, but the channel was obscured due to the snow cover. There is no noticeable change in vegetation patterns between areas adjacent to the channel and uplands. No canopy riparian vegetation is present at SN 007.

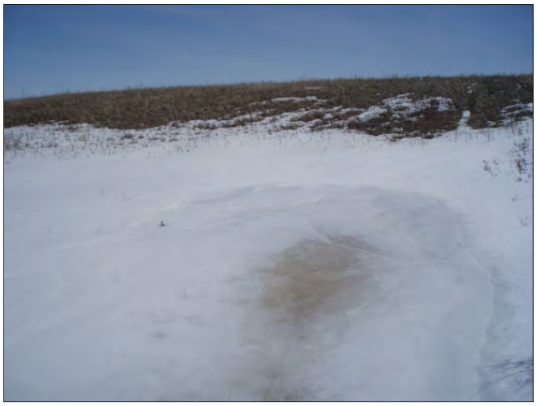
A review of USGS topographic maps indicates that this blue-line is isolated from downstream RPWs and TNWs. Approximately 3.7 river miles downstream from SN 007, the USGS blue-line discontinues in a cultivated crop field. Aerial imagery confirms that the channel stops at this point and does not continue downstream to a RPW or TNW. Therefore, this tributary is isolated and does not have a significant nexus to a downstream TNW.



SN 007 facing downstream

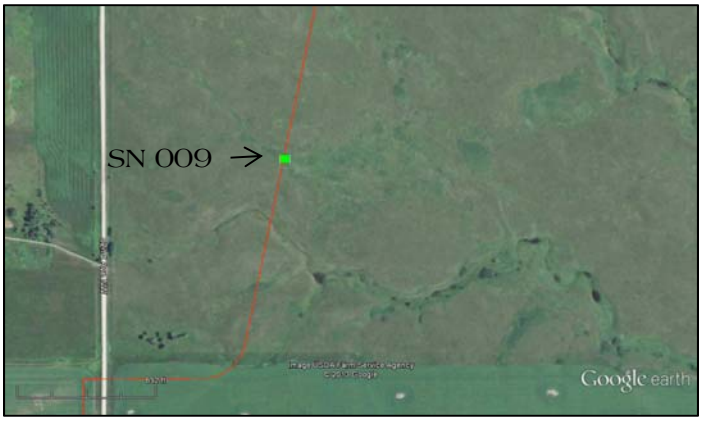
SN 008 – This crossing was observed to be at the upper extent of a USGS blue-line and has likely lost channel definition due to the location high in the watershed. A channel is not visible on aerial imagery. This feature does not exhibit an OHWM or downstream connection and is likely a vegetated swale

filled with snowmelt; therefore, this feature does not contribute more than a speculative or insubstantial effect on the chemical, physical, and biological integrity of any downstream TNW. This feature is not likely to be considered a water of the U.S.



SN 008 facing downstream

SN 009 – This crossing was noted to be an upland, vegetated swale during field investigations. A channel was not observed during field reconnaissance and a channel is not visible on aerial imagery. This feature does not exhibit an OHWM or downstream connection; therefore, this feature does not contribute more than a speculative or insubstantial effect on the chemical, physical, and biological integrity of any downstream TNW. This feature is not likely to be considered a water of the U.S.



Location and setting of SN 009 on aerial map

SN 010 – This crossing is not associated with a USGS blue-line. Field observations consisted of a vegetated swale filled with seasonal snowmelt; a noticeable difference between the drainage and upland plant communities was lacking. A channel was not observed during field reconnaissance and a channel is not visible on aerial imagery. This feature does not exhibit an

OHWM or downstream connection; therefore, this feature does not contribute more than a speculative or insubstantial effect on the chemical, physical, and biological integrity of any downstream TNW. This feature is not likely to be considered a water of the U.S.



SN 010 facing downstream

SN 011 – This crossing is not associated with a USGS blue-line. Field observations consisted of a vegetated swale filled with seasonal snowmelt; a noticeable difference between the drainage and upland plant communities was lacking. A channel was not observed during field reconnaissance and a channel is not visible on aerial imagery. This feature does not exhibit an OHWM or downstream connection; therefore, this feature does not contribute more than a speculative or insubstantial effect on the chemical, physical, and biological integrity of any downstream TNW. This feature is not likely to be considered a water of the U.S.



SN 011 facing downstream

SN 012 – This crossing is not associated with a USGS blue-line. Field observations consisted of a vegetated swale filled with seasonal snowmelt. Due to the lack of a culvert at 82nd Avenue NW, the melted water cannot flow downstream and a ponded area is created. There is no apparent channel on the other side of the road. There is a lack of noticeable difference between the drainage and upland plant communities. A channel was not observed during field reconnaissance and a channel is not visible on aerial imagery. This feature does not exhibit an OHWM or downstream connection; therefore, this feature does not contribute more than a speculative or insubstantial effect on the chemical, physical, and biological integrity of any downstream TNW. This feature is not likely to be considered a water of the U.S.



SN 012 facing downstream

SN 014 – This crossing is not associated with a USGS blue-line; upstream of this crossing there is an isolated blue-line. This crossing appears to be a swale in an area historically altered by cultivated crops. A channel was not observed during field reconnaissance and a channel is not visible on aerial imagery. This feature does not exhibit an OHWM or downstream connection; therefore, this feature does not contribute more than a speculative or insubstantial effect on the chemical, physical, and biological integrity of any downstream TNW. This feature is not likely to be considered a water of the U.S.



SN 014 facing downstream

SN 017 – This crossing appears to be historically altered by cultivated crops. A NWI-designated wetland is located at this crossing; this may indicate the former presence of a prairie pothole location. A channel was not observed during field reconnaissance and a channel is not visible on aerial imagery. This feature does not exhibit an OHWM or downstream connection; therefore, this feature does not contribute more than a speculative or insubstantial effect on the chemical, physical, and biological integrity of any downstream TNW. This feature is not likely to be considered a water of the U.S.



SN 017 facing downstream

SN 018 – This crossing appears to be historically altered by cultivated crops. A channel was not observed during field reconnaissance and a channel is not visible on aerial imagery. This feature does not exhibit an OHWM or downstream connection; therefore, this feature does not contribute more than a speculative or insubstantial effect on the chemical, physical, and biological integrity of any downstream TNW. This feature is not likely to be considered a water of the U.S.



SN 0018 facing downstream

SN 019 – This crossing appears to be historically altered by cultivated crops. A channel was not observed during field reconnaissance and a channel is not visible on aerial imagery. This feature does not exhibit an OHWM or downstream connection; therefore, this feature does not contribute more than a speculative or insubstantial effect on the chemical, physical, and biological integrity of any downstream TNW. This feature is not likely to be considered a water of the U.S.



SN 019 facing downstream

SN 020 – This crossing appears to be historically altered by cultivated crops. A channel was not observed during field reconnaissance and a channel is not visible on aerial imagery. This feature does not exhibit an OHWM or downstream connection; therefore, this feature does not contribute more than a speculative or insubstantial effect on the chemical, physical, and biological integrity of any downstream TNW. This feature is not likely to be considered a water of the U.S. (photograph unavailable).

SN 024 and 024A – This tributary is an isolated vegetated swale. The USGS blue-line ends near the intersection of 87th Avenue NW and US Highway 23 in an area historically altered by cultivated crops. A channel was not observed during field reconnaissance and a channel is not visible on aerial imagery. This feature does not exhibit an OHWM or downstream connection; therefore, this feature does not contribute more than a speculative or insubstantial effect on the chemical, physical, and biological integrity of any downstream TNW. This feature is not likely to be considered a water of the U.S.



SN 024 facing downstream

SN 0025 – This crossing appears to be a swale located upstream from an isolated pond. A channel was not observed during field reconnaissance and a channel is not visible on aerial imagery. This feature does not exhibit an OHWM or downstream connection; therefore, this feature does not contribute more than a speculative or insubstantial effect on the chemical, physical, and biological integrity of any downstream TNW. This feature is not likely to be considered a water of the U.S.



SN 0025 facing downstream

7.0 REQUIREMENTS FOR PRECONSTRUCTION NOTIFICATION

Ten potential waters of the U.S. that are intersected by the Project (11 discrete crossing locations) were identified during desktop analysis and field reconnaissance.

Under NWP 12, the construction, maintenance, or repair of utility lines, and the associated excavation, backfill, or bedding for the utility line is typically authorized by the USACE, without pre-construction notification (PCN) to the USACE, provided there is no change in pre-construction contours and the project meets all general conditions. A PCN to and written authorization from the USACE is required for the project, if any of the following criteria are met at a single and complete crossing:

Mechanized land clearing in a forested wetland for the utility line right-of-way is required
No forested wetlands were identified within the Project.

A Rivers and Harbors Section 10 permit is required
No waters subject to Section 10 of the Clean Water Act were identified in the project area.

The utility line in waters of the United States, excluding overhead lines, exceeds 500 feet
The project does not exceed 500 feet within waters of the U.S.

The utility line is placed within a jurisdictional area (i.e., water of the United States), and it runs parallel to a stream bed that is within that jurisdictional area
The Project does not run parallel to any stream bed within a jurisdictional area.

Discharges that result in the loss of greater than 1/10-acre of waters of the United States
Impacts to waters of the U.S. as a result of pipeline construction are generally considered temporary, provided all improvements are temporary in nature and the tributaries are restored to preconstruction contours, such that no net loss of waters occurs. For this project, open-cut trenching activities would be consistent with this designation of temporary impacts. No permanent losses are anticipated, so the Project will not trigger the criteria.

Permanent access roads are constructed above grade in waters of the United States for a distance of more than 500 feet, and/or permanent access roads are constructed in waters of the United States with impervious materials (Sections 10 and 404)
No permanent access roads are proposed for the Project.

7.1 PCN Requirements for the Project

None of the above reporting conditions are applicable to the Project. Preconstruction notification under the reporting requirements for NWP 12 is not anticipated.

NWP General Conditions
Preconstruction notification would be required under the NWP general conditions if effects to federally-listed species or potentially eligible historic sites may be affected by the project. An assessment for federally-listed species habitat within the Project has been prepared by SWG under separate cover. A Class I cultural desktop review was prepared for the only pipeline alignment by Juniper, LLC in February 2013. A summary of each is provided below.

Threatened and Endangered Species
Seven species are listed as threatened, endangered, or candidate species in Mountrail County, ND: interior least tern, whooping crane, piping plover, golden eagle, Sprague's pipit, pallid sturgeon, gray wolf, and Dakota skipper. Desktop review and field investigations were conducted to evaluate if the vegetative and landscape characteristics of the project location are consistent with habitat characteristics. Regularly utilized habitat for these species was not identified within the proposed alignment. However, various recommendations and best management practices regarding piping plover, whooping crane, and other migratory birds are proposed by SWG. Please refer to the full report on file for details.

Cultural Resources
A Class I Literature Review was conducted buy Juniper, LLC for the project in February 2013. The review consisted of a review of the State Historical Society of North Dakota's site and manuscript files for a one mile radius around the Project.

Within a one mile radius of the proposed project centerline are 119 previously recorded archaeological and historic sites, site leads, and isolated finds. Located within 200' of the proposed pipeline centerline are seven previously recorded cultural resources. In addition to the previously recorded cultural resources, 66 cultural resource investigations have been conducted within this review area.

A Class III field investigation was conducted in May and July 2013 along the entire pipeline alignment and the Fertig reroute. A summary of the findings is included below:

Table 2: Summary of Archeological Resources

SITE	Field Code	Type	Description	NRHP	Comments
32MN768		Prehistoric	Stone circle	Unevaluated	1 stone circle. Approx. 20 m (65 ft) from centerline; Recommend staying within ROW so construction will not impact site. Fence if possible.
32MN968		Historic	Foundation, depression, cms, glass, masonry, metal, wood	Not eligible	No avoidance measures necessary.
	MACNTP7005	Architectural	House	Not eligible	No avoidance measures necessary.
	MACNTP6005	Prehistoric	Cairn	Unevaluated	Approx 5 m (16 ft) from centerline; **reroute recommended**
	MACNTP6001	Prehistoric	Stone circle	Unevaluated	Approx 10 m (33 ft) from centerline; reroute recommended
	MACNTP6002	Prehistoric	Stone circle	Unevaluated	Feature is approx. 3 m (10 ft) from centerline; **reroute recommended**
	MACNTP7002	Prehistoric	Rock feature	Unevaluated	THPO wants site avoided; w/ the reroute it is now ~1/4 mile from ROW
	MACNTP7001	Prehistoric	Stone circles	Unevaluated	Site is on both sides of centerline; **reroute recommended**
	MACNTP7003	Prehistoric	Rock feature, mound	Unevaluated	THPO wants site avoided; w/ the reroute it is now ~1/4 mile from ROW
	MACNTP7004	Prehistoric	Rock features	Unevaluated	On both sides of CL;~60 ft bet. easternmost feature & fence; may be able to avoid w/ small reroute.
	MACNTP6004	Historic	Depression	Not eligible	No avoidance measures necessary.
	MACNTP6003	Historic	Railroad	Unevaluated	No avoidance measures necessary.

8.0 SUMMARY

Ten potential waters of the U.S. (11 discrete crossing locations) that are intersected by the Project were identified during desktop analysis and field reconnaissance. Preconstruction notification under the reporting requirements for NWP 12 is not anticipated based on observed site conditions and preliminary engineering plans, provided the Project can meet all NWP general conditions, including no effects to federally-listed species or potentially eligible or eligible historic properties.

These services and this report were performed and prepared in accordance with generally accepted local assessment practices at the time the services were performed; no warranties, express or implied, are intended or made. The limitations of this assessment should be recognized as Targa Resources Corporation formulates conclusions on the environmental risks associated with construction of the Project. Furthermore, the services herein shall in no way be construed, designed, or intended to be relied upon as legal interpretation or advice.

9.0 REFERENCES

Fry, J., Xian, G., Jin, S., Dewitz, J., Homer, C., Yang, L., Barnes, C., Herold, N., and Wickham, J. 2011. Completion of the 2006 National Land Cover Database for the Conterminous United States, PE&RS, Vol. 77(9):858-864.

Google Inc. 2013. Google Earth (Version 7.0.3.8542) [Software]. Available from http://www.google.com/earth/index.html.

U.S. Census Bureau. 2013. 2010 Census Urban and Rural Classification and Urban Area Criteria. Retrieved from: http://www.census.gov/geo/reference/urban-rural-2010.html.

(USDA) U.S. Department of Agriculture. 2005.

(USFWS) U.S. Fish and Wildlife Service. 1995. North Dakota's federally listed endangered, threatened, and candidate species - 1995. U.S. Fish and Wildlife Service, Bismarck, ND. Jamestown, ND: Northern Prairie Wildlife Research Center Online. http://www.npwrc.usgs.gov/resource/wildlife/nddanger/index.htm (Version 16JUL97).

(USFWS) U.S. Fish and Wildlife Service Fisheries and Habitat Conservation. 2013. National Wetlands Inventory – Wetlands. ArcGIS online mapping service. U.S. Department of the Interior, Fish and Wildlife Service, Washington, D.C. Last modified 3/22/2013.

van der Valk, A.G. and Pederson, R.L. 2003. The SWANCC decision and its implications for prairie potholes. Wetlands 23(3):590-596.

Appendix A – Figures

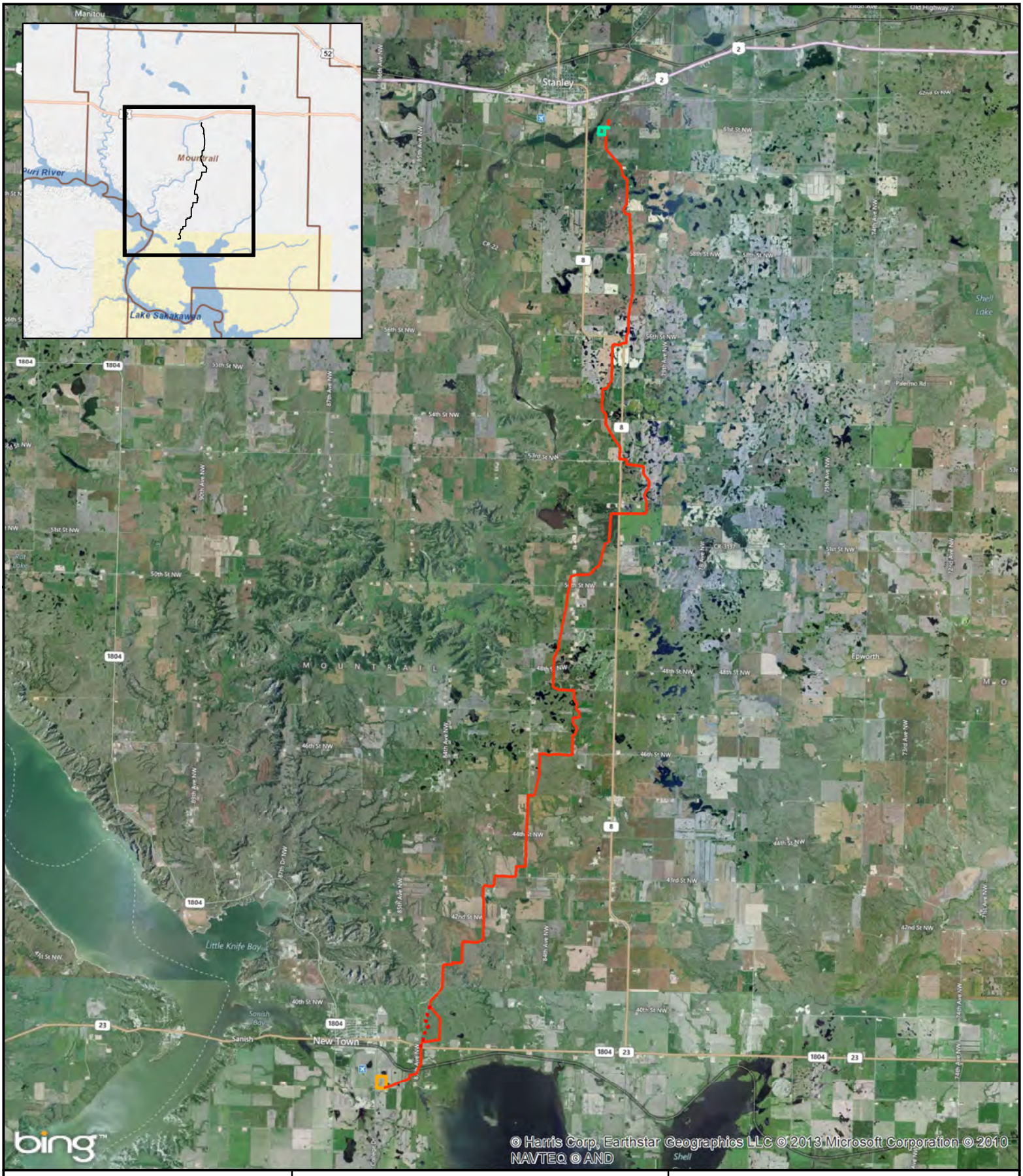


FIgure 1 - Project Location
Waters of the U.S. Determination
Stanley to New Town Pipeline
July 2013
SWG No. 0813N010

Legend

- Stanley to New Town
- Fertig Reroute
- Stanley Alternate 15-ac Site
- New Town Site

3 1.5 0 3 Miles

1:190,080 1 in = 3 miles

N

Southwest GEOSCIENCE

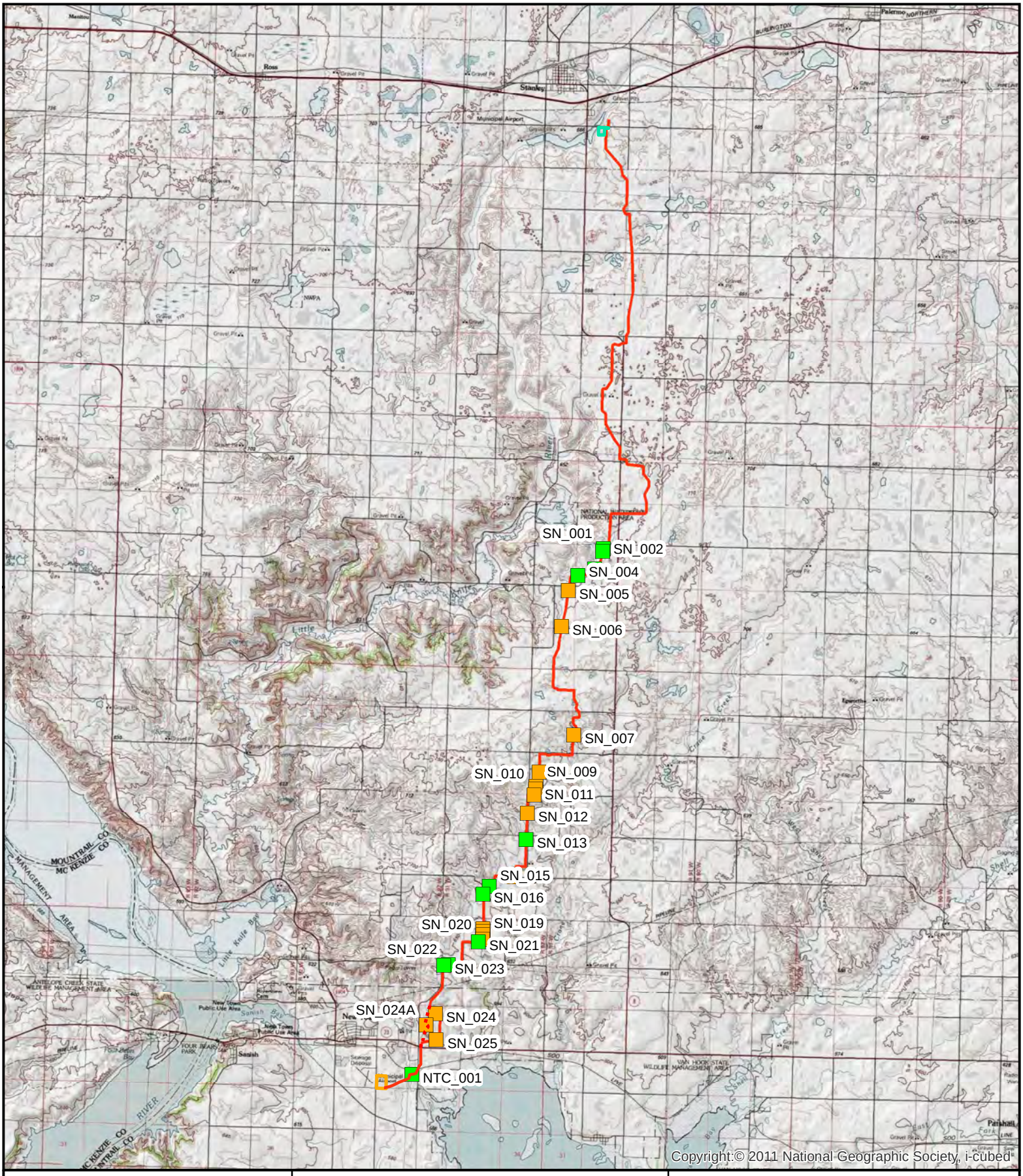


Figure 2 - Topography
Waters of the U.S. Determination
Stanley to New Town Pipeline
July 2013
SWG No. 0813N010

Legend

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- Stanley Alternate 15-ac Site
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3 1.5 0 3 Miles

1:190,080 1 in = 3 miles

N

Southwest GEOSCIENCE

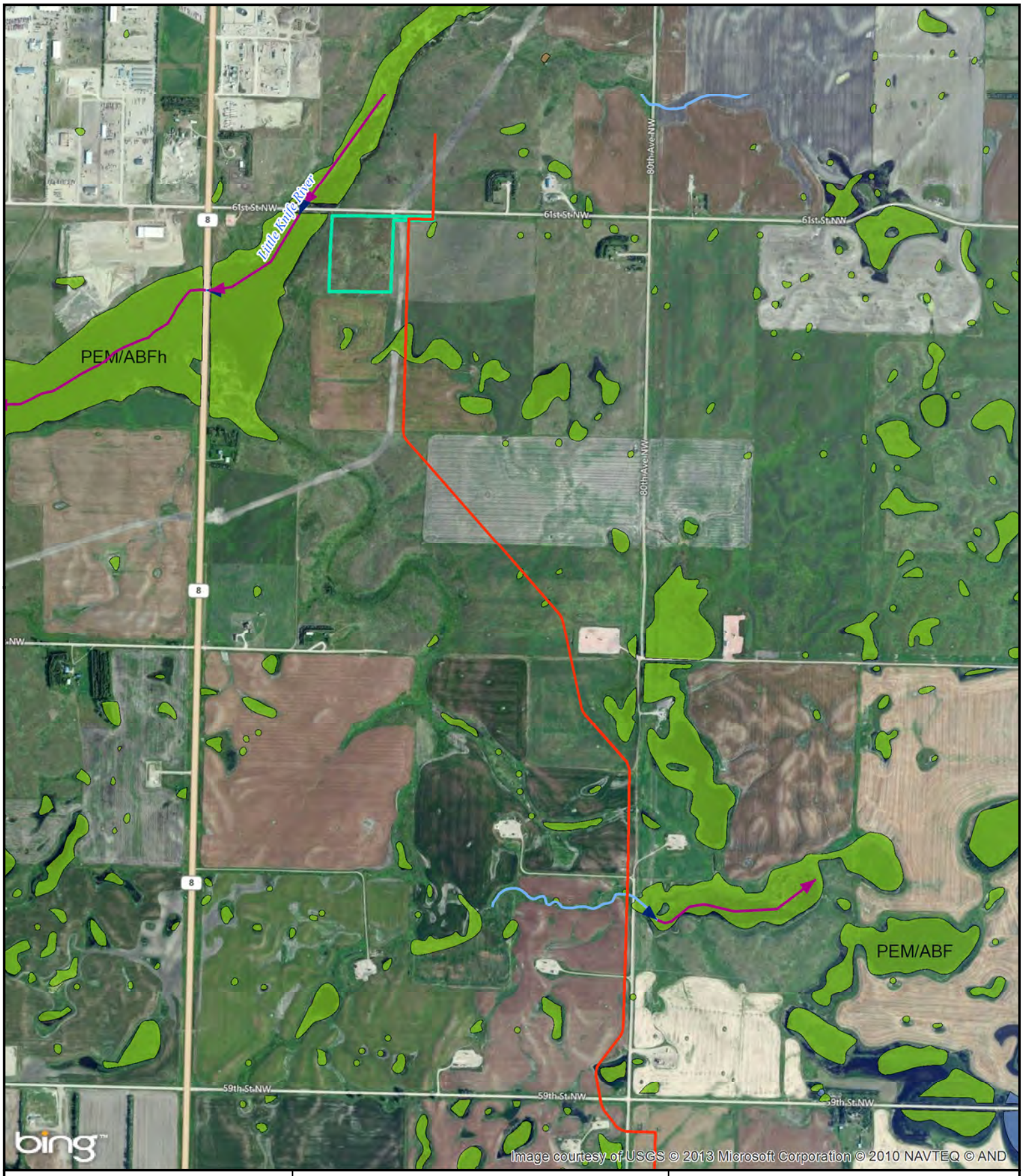


FIgure 3 - Results
Waters of the U.S. Determination
Stanley to New Town Pipeline
July 2013
SWG No. 0813N010

Legend

- Stanley to New Town
- Fertig Reroute
- Stanley Alternate 15-ac Site
- New Town Site

1,500 750 0 1,500 Feet

1:18,000 1 in = 1,500 feet

N

Southwest GEOSCIENCE

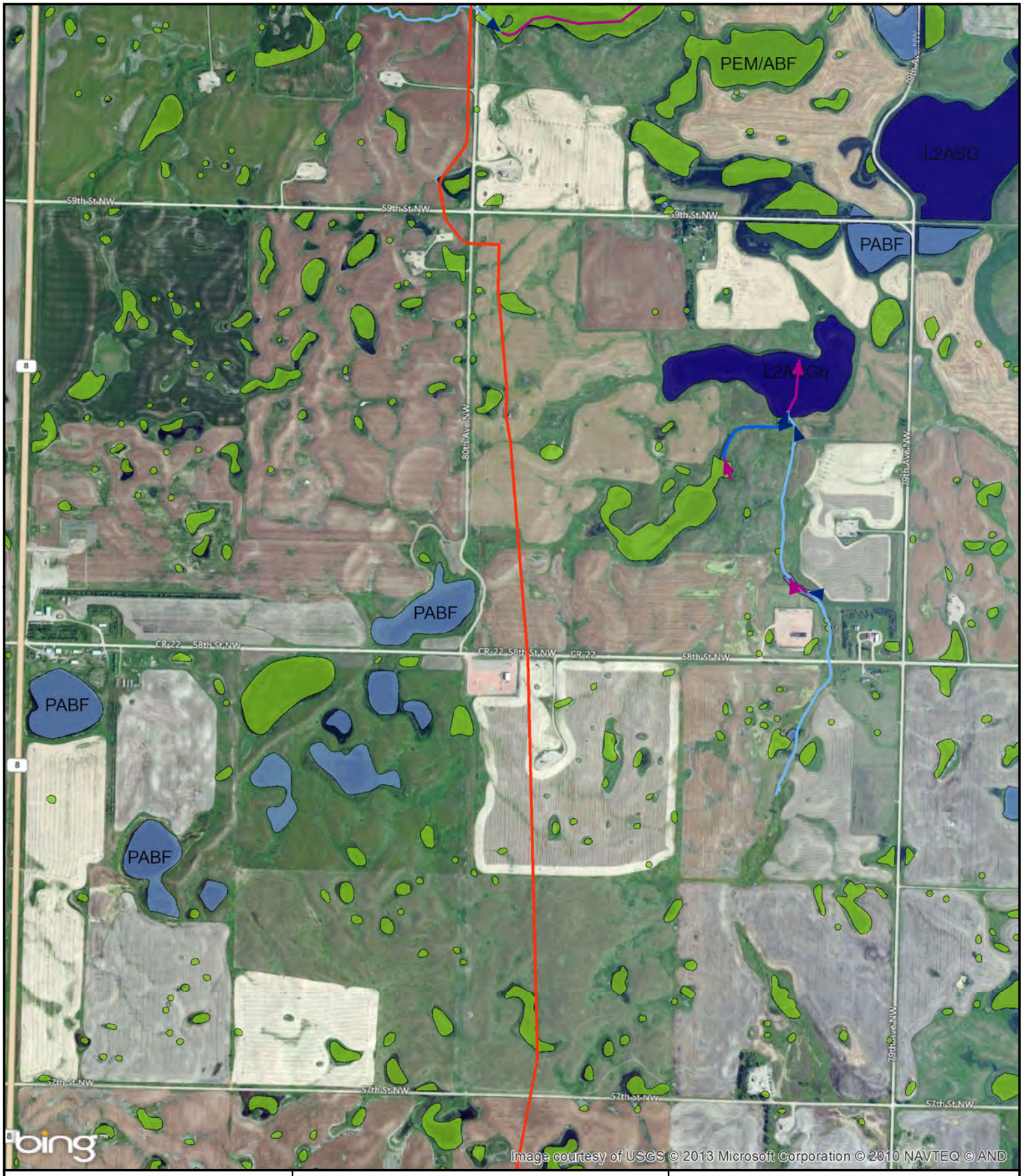


FIgure 3 - Results
Waters of the U.S. Determination
Stanley to New Town Pipeline
July 2013
SWG No. 0813N010
Page 2 of 12

Legend

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- Stanley Alternate 15-ac Site
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Southwest GEOSCIENCE



FIgure 3 - Results
Waters of the U.S. Determination
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July 2013
SWG No. 0813N010

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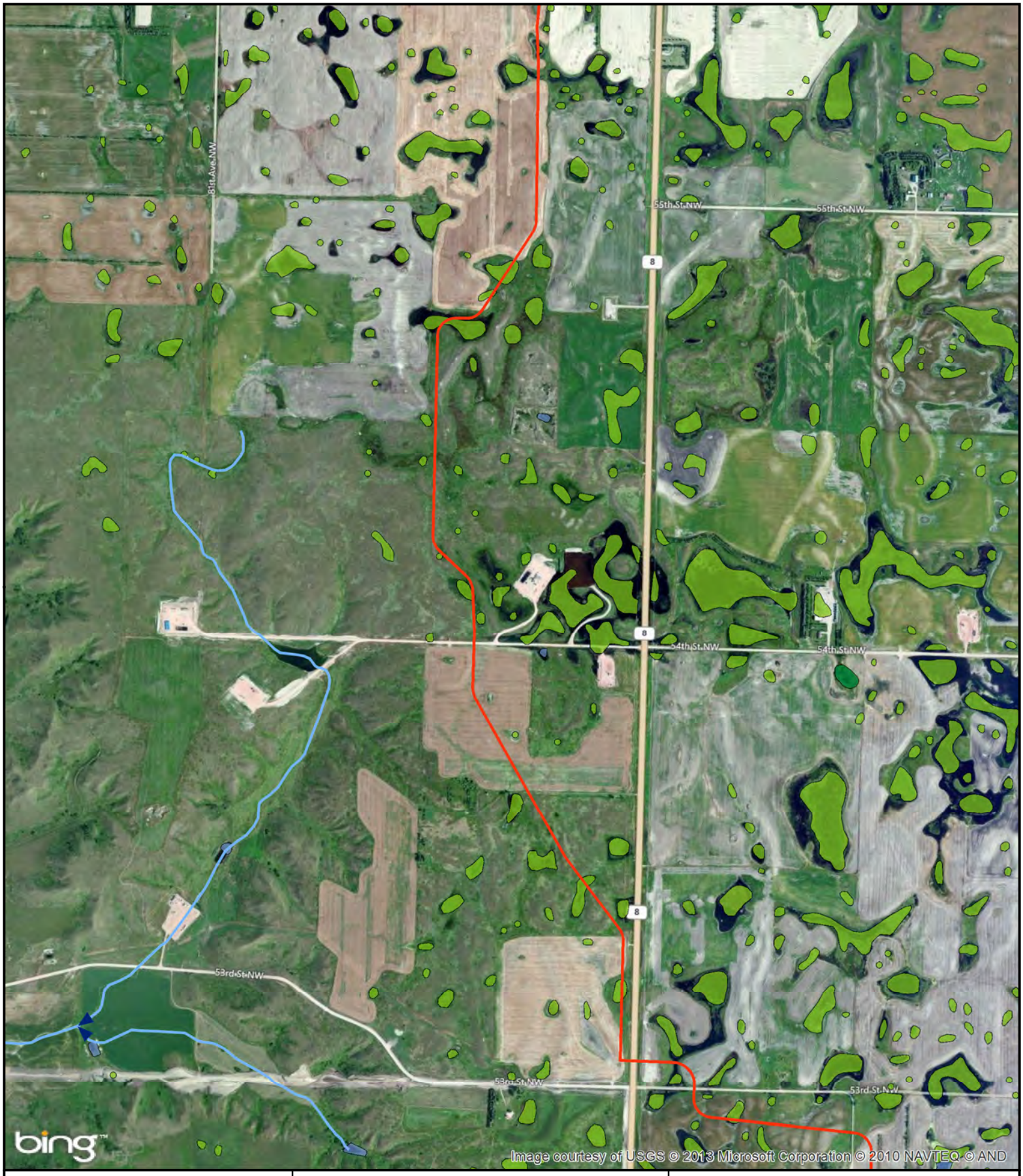


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July 2013
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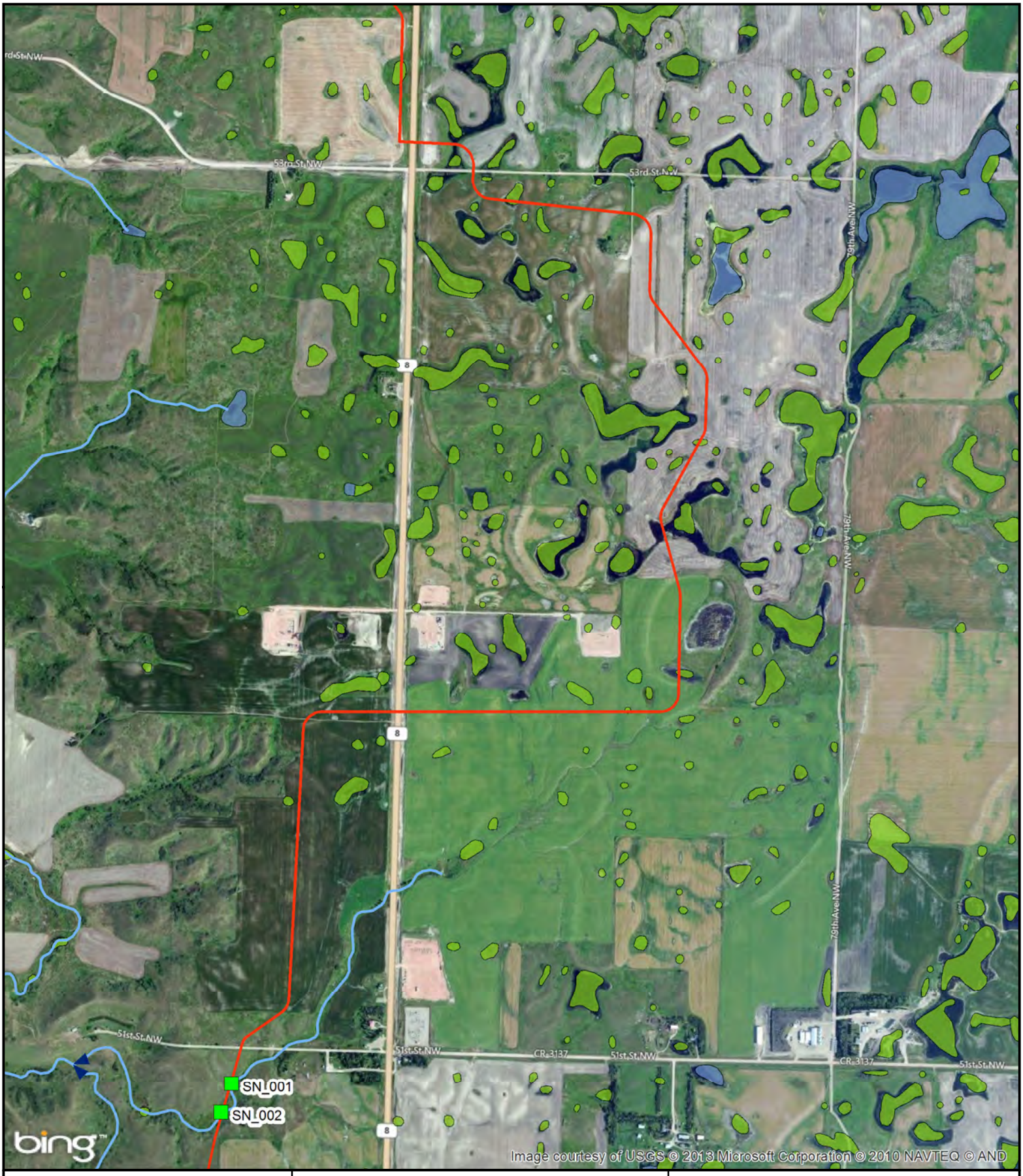


FIgure 3 - Results
Waters of the U.S. Determination
Stanley to New Town Pipeline
July 2013
SWG No. 0813N010
Page 5 of 12

Legend

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- New Town Site

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1:18,000 1 in = 1,500 feet

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Southwest GEOSCIENCE

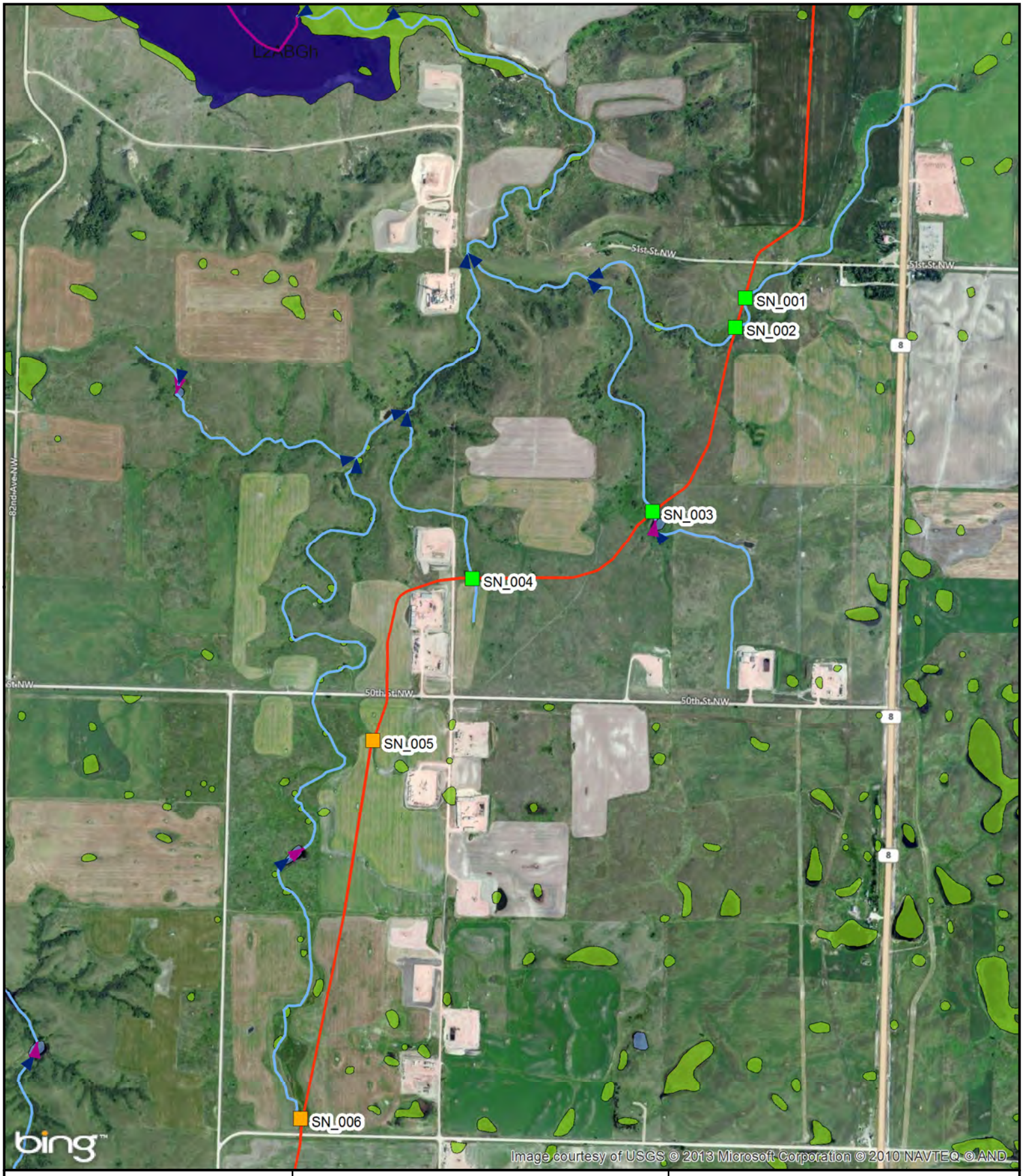


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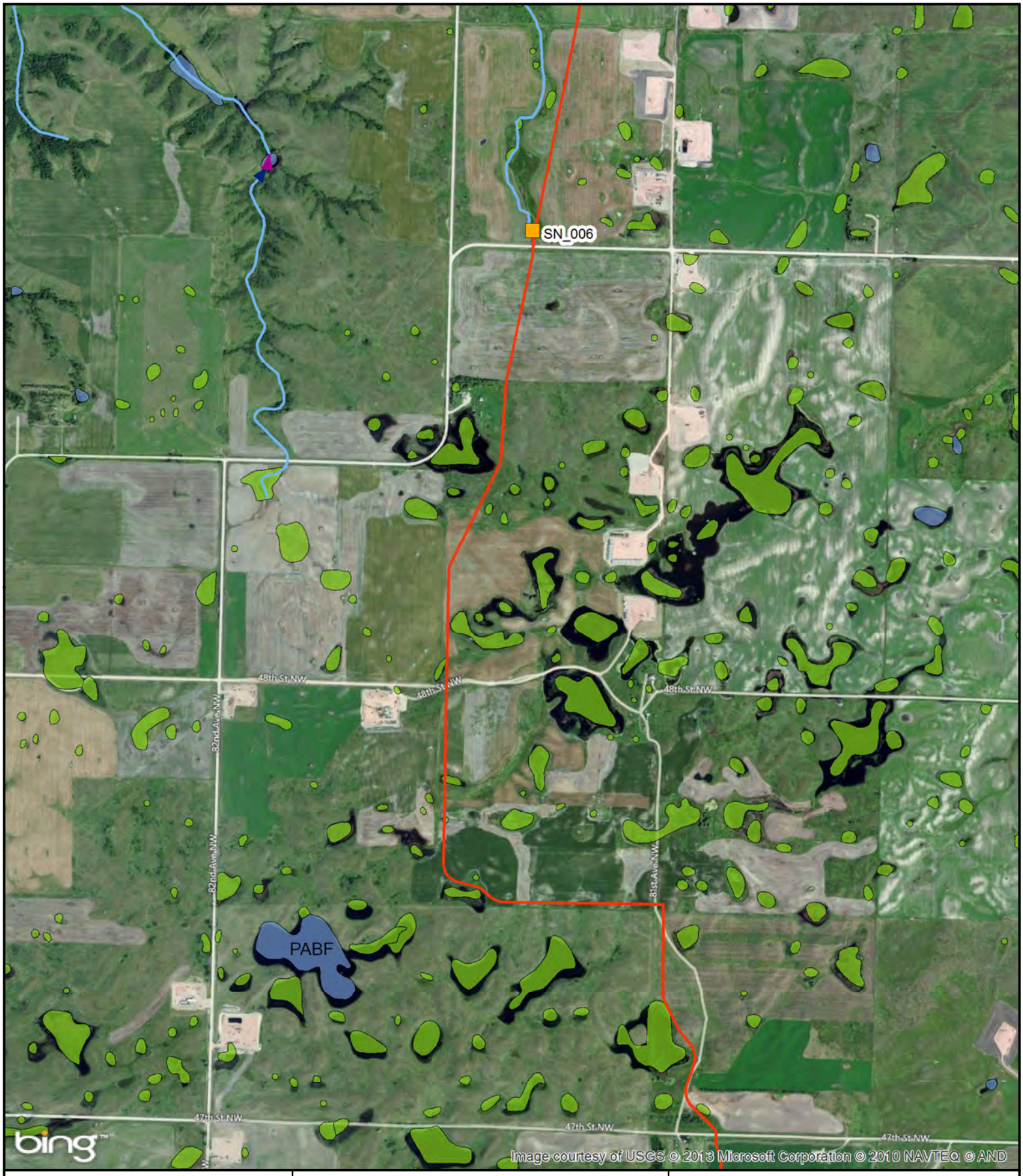


FIgure 3 - Results
Waters of the U.S. Determination
Stanley to New Town Pipeline
July 2013
SWG No. 0813N010
Page 7 of 12

Legend

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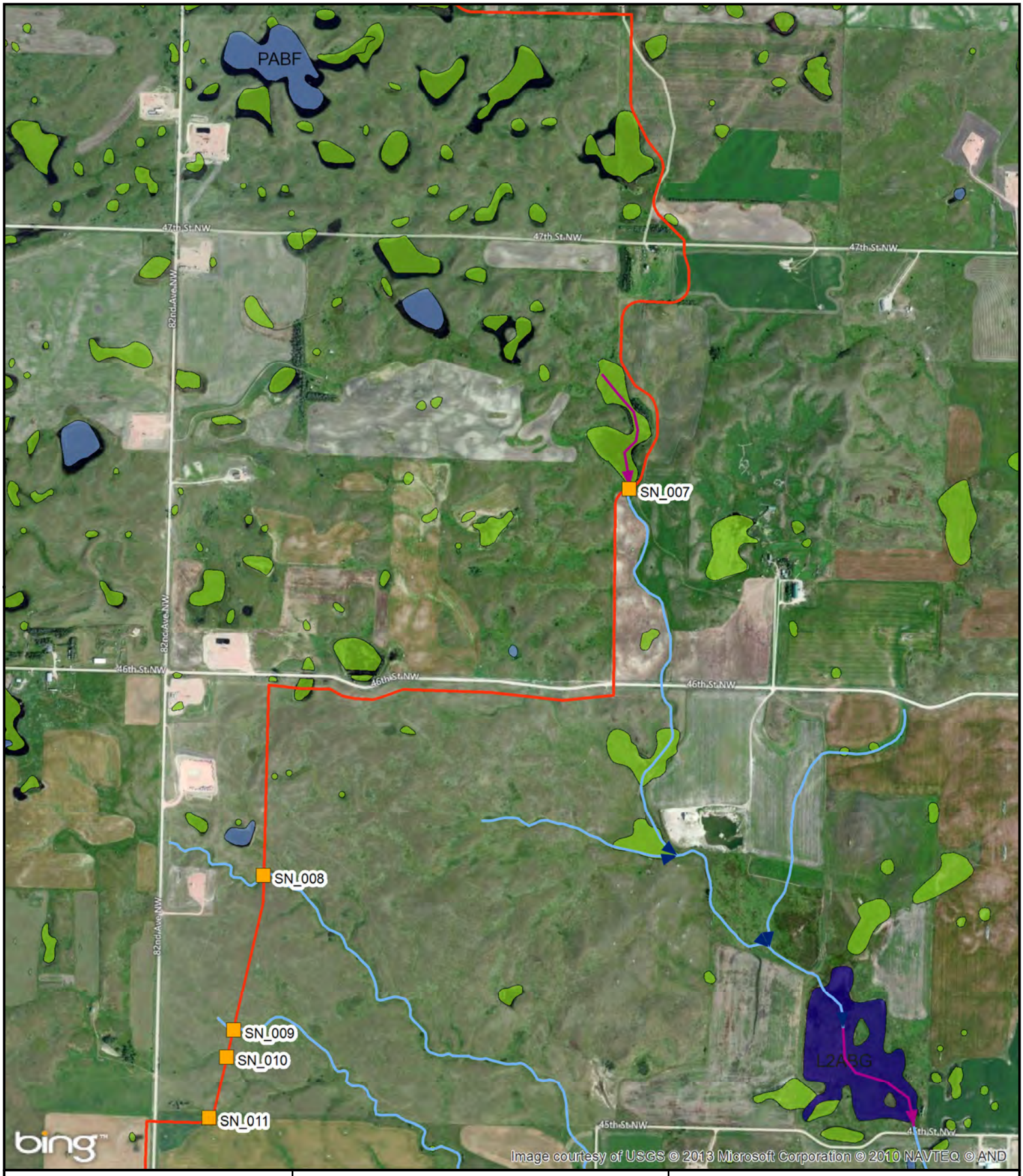


FIgure 3 - Results
Waters of the U.S. Determination
Stanley to New Town Pipeline
July 2013
SWG No. 0813N010
Page 8 of 12

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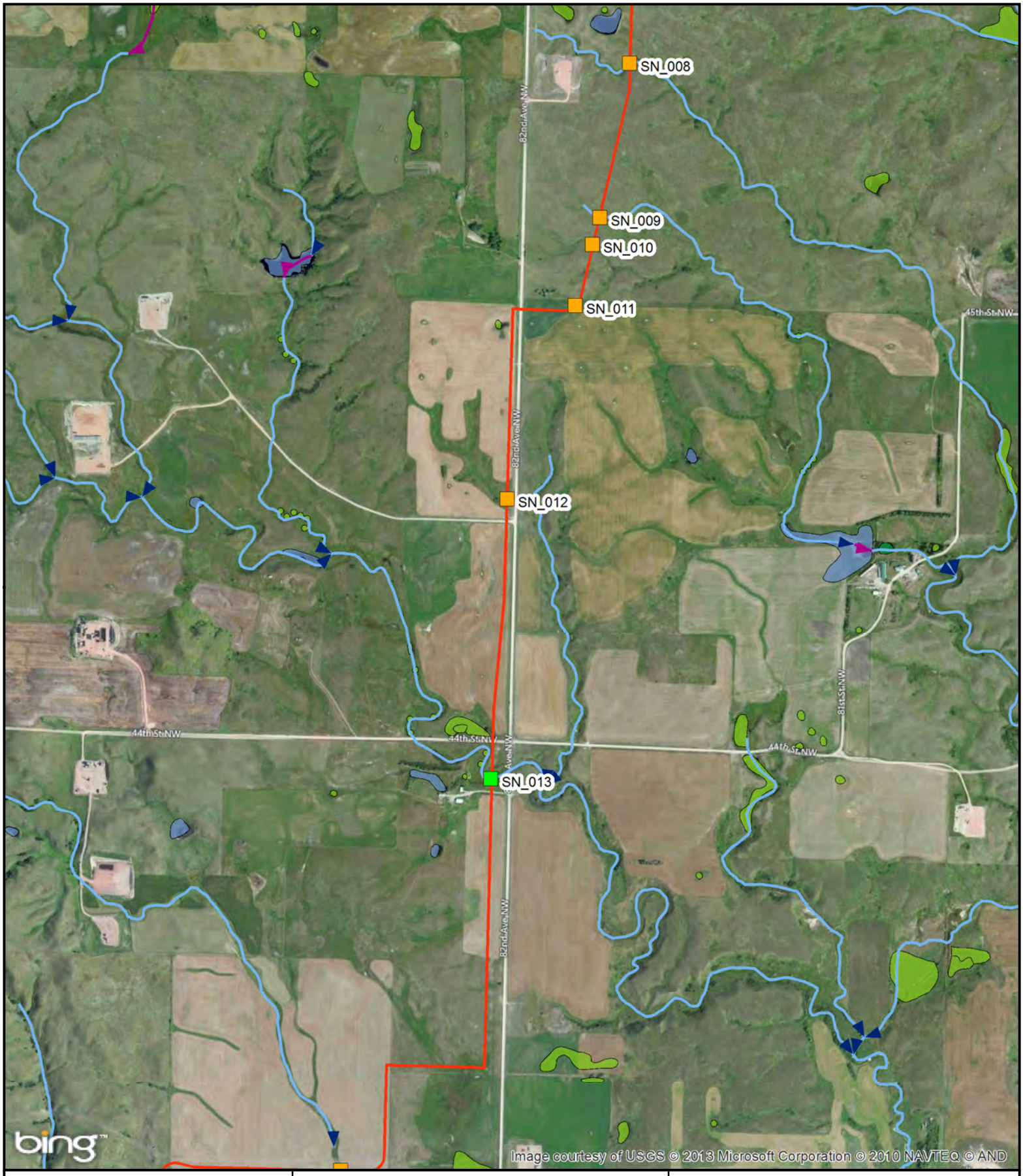


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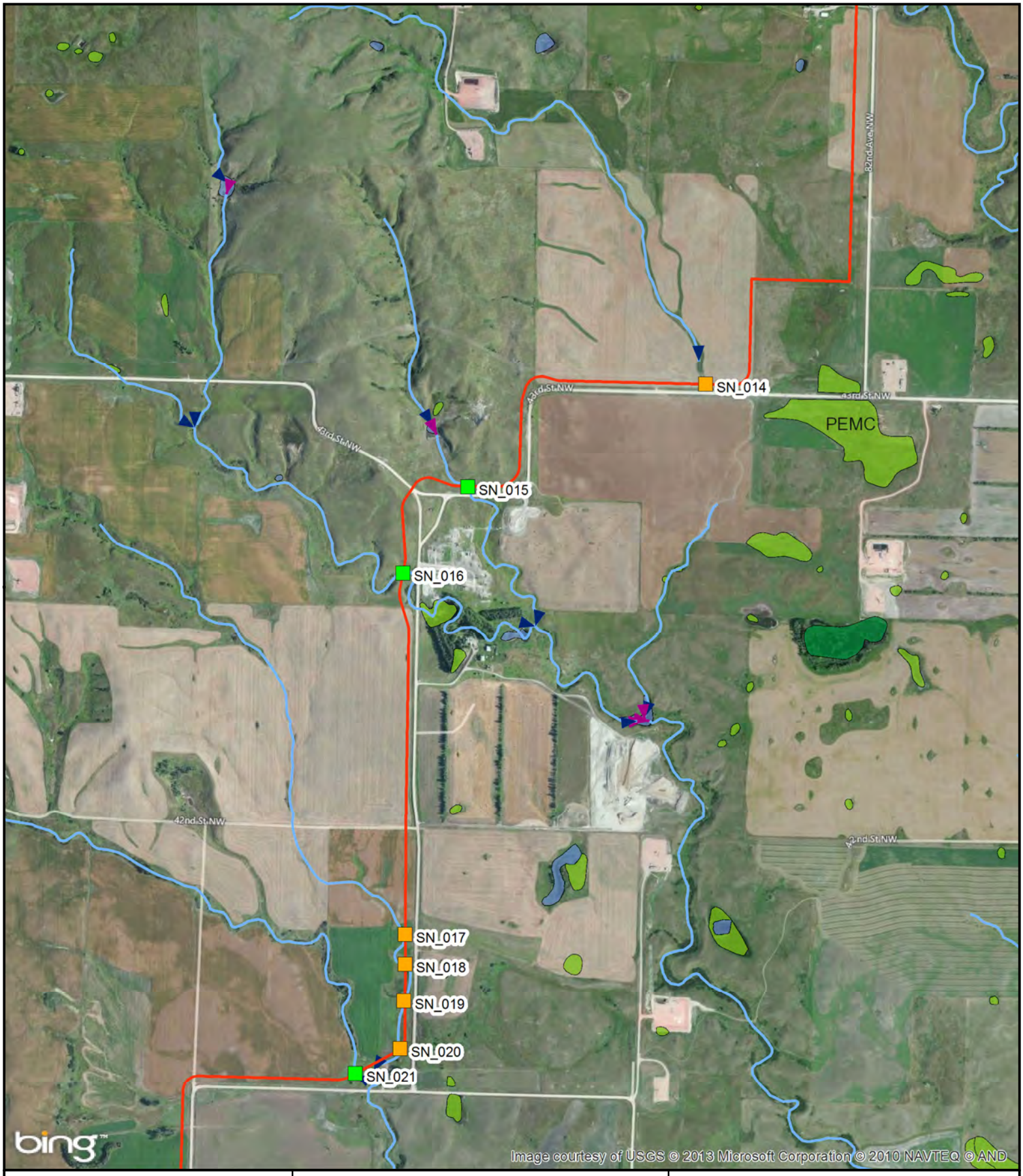


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Waters of the U.S. Determination
Stanley to New Town Pipeline
July 2013
SWG No. 0813N010
Page 10 of 12

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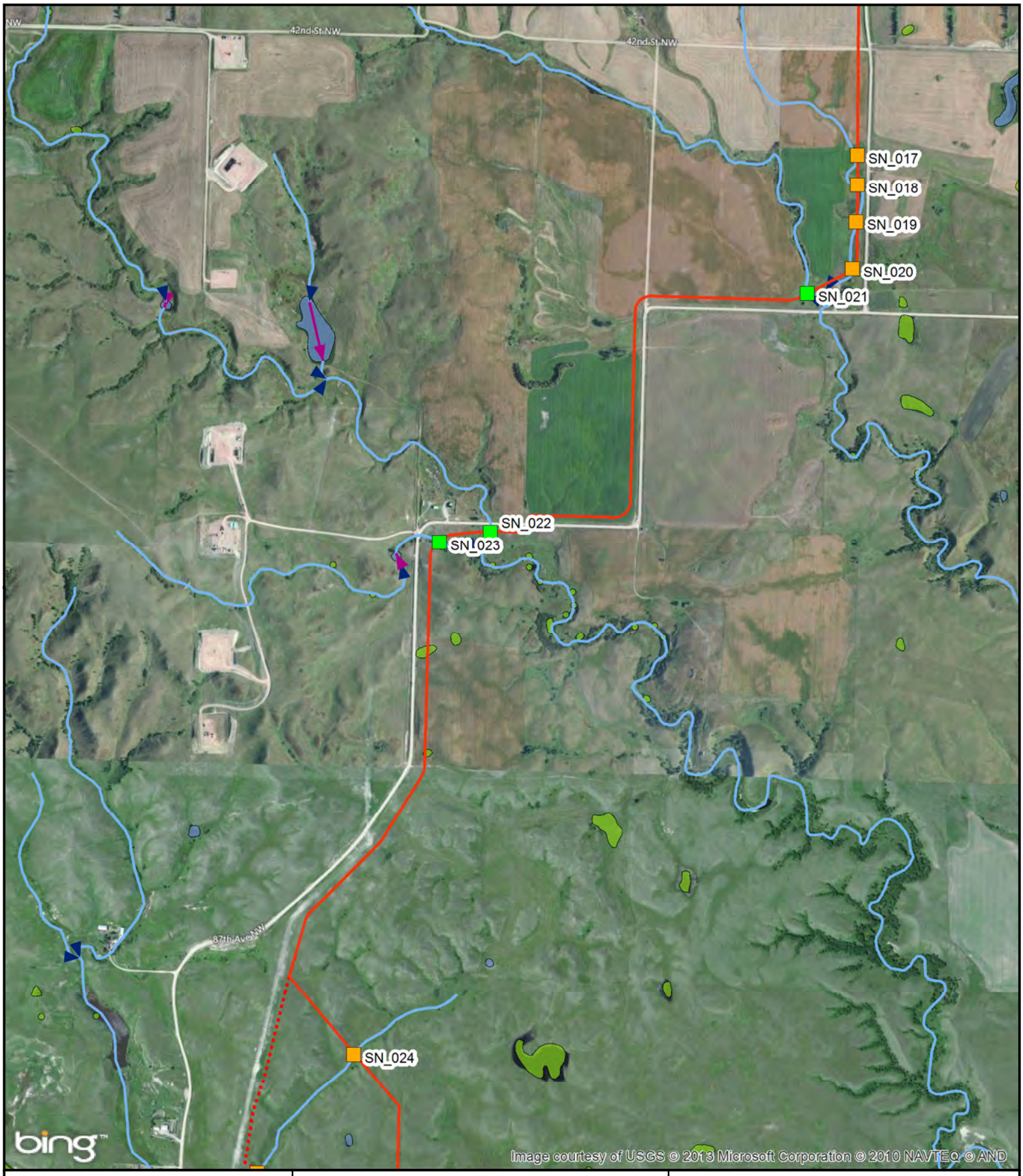


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SWG No. 0813N010

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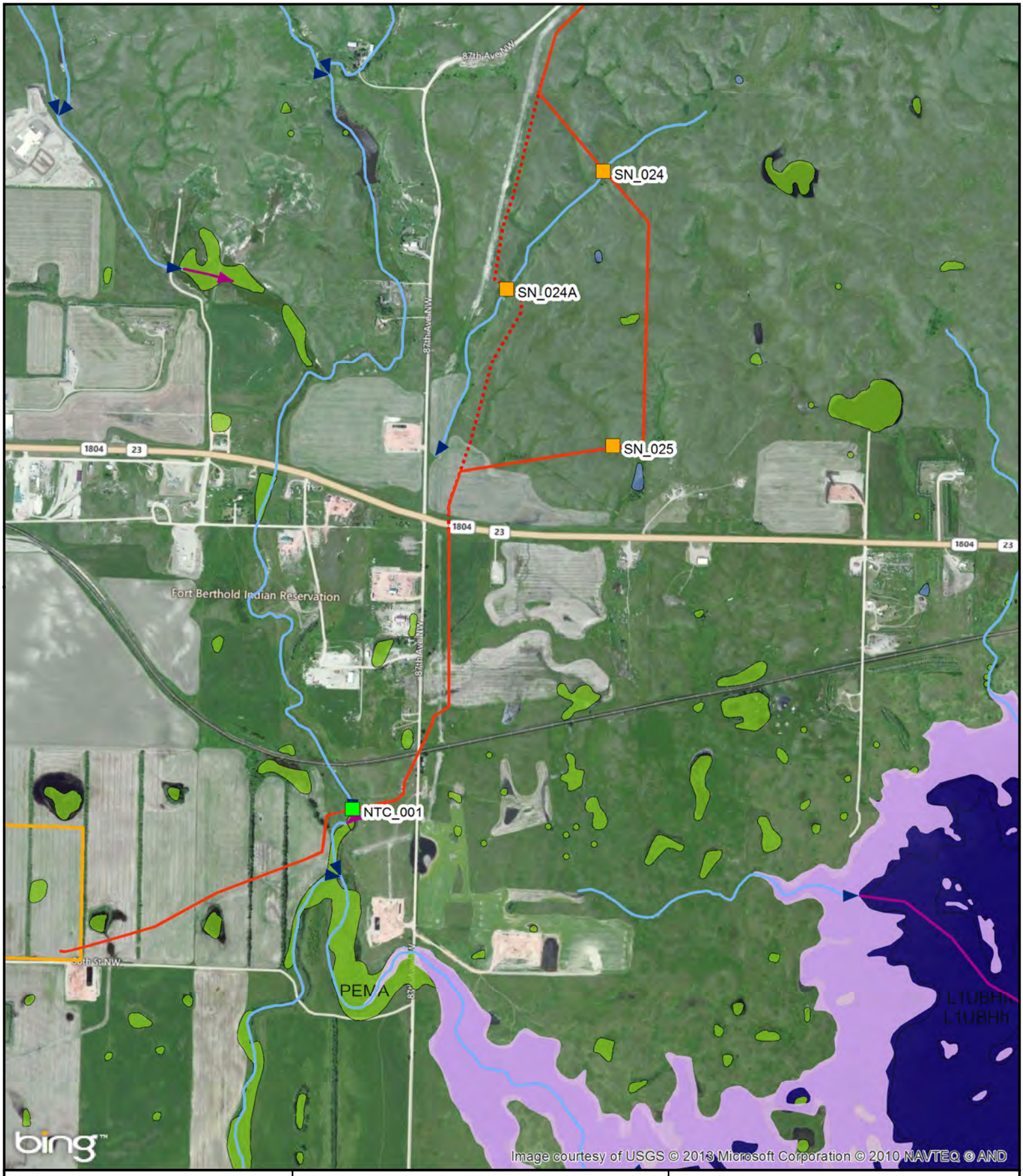


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1,500 750 0 1,500 Feet

1:18,000 1 in = 1,500 feet

N

Southwest GEOSCIENCE

Appendix G
Agency Communication

City of New Town/Mountrail County

APPROVED by City Council
Member [signature]
Date March 27/2013

ZONING REQUEST APPLICATIONS
INCLUDING BUILDING PERMITS
MOUNTRAIL COUNTY

Date: 4 March, 20 13

Applicant (Name): Scott Spicher Phone No. (303) 446-7522

Address: 1225 17th Street, Suite 3030

Denver, CO 80202

Type of Request:
- X Building Permit
- ____ Amendment
- ____ Permitted Use
- ____ Text
- ____ Conditional Use
- ____ Map
- ____ Variance

Legal Description of Request: SW 1/4 of S21, T152N, R92W, 5th PM

Reason for Request: To change the property from agriculture to Industrial. Permit the construction of a 30,000 barrel oil storage tank.

Existing Use of Property: Agriculture

Lot Size: ____ Setbacks: ____
Lot Width: ____ Side yard: ____

A sketch showing all proposed structures and their location on the lot must be attached or sketched on the back of this form.

TARGA ASSETS LLC
BY: [signature]
Signature/Application
Norman L. Winter
Asst. V.P. Land & ROW

3/13, 20 13
Date

Action Taken: ____

[signature] 3-25, 20 13
Signature of Planning and Zoning, Chairman

2013-02-26 07:39 NTAUDITOR 17016274316 >> HILL - Argentine P 3/10

APPROVED by City Council
Member [signature]
Date March 27/2013



City of New Town
Building Permit
Application

Permit No. _____ **Date** _____ **Approved or Rejected** _____

Applicant Scott Spicher

MailingAddress 1225 17th Street, Suite 3030 Phone (303) 446-7522

Street Address SW 1/4 of S21, T152N, R92W, 5th PM Lot _____ Blk _____

Type of Improvement Add a 30,000 barrel oil storage tank + piping + pumps.

Estimated Cost of Construction $ 1.3 million
Permit Fee $ 6,500 (=estimated cost of construction x .005)
General Contractor _____
Will curb be cut NA
Dimensions Tank = 67' diameter x 54'
Materials Used Carbon Steel
Built in features _____
Roof Type Cone roof

Attach diagram or blue prints to application. This certificate is issued on the basis of approved plans as stated on the "Zoning Request Application" form, authorizes only the use, arrangement and construction set forth in such approved plans and applications, and no other use, arrangement or construction. Any use, arrangement or construction at variance with that authorized shall be deemed a violation of the regulation and subject as such to penalties as prescribed by the regulation and/or certificate revocation. Construction must be commenced within six months. All certificates shall expire one year from date of issuance unless a longer period of construction is agreed to in writing at the time of application. This notice must be posted in a conspicuous place on or near the construction site.

[signature]
Signature of Zoning Administrator

TARGA ASSETS LLC
By: [signature]
Signature of Applicant
Norman L. Winter
Asst. V.P. - Land & ROW
3/13/13

2013-02-26 07:39 NTAUDITOR 17016274316 >> HILL - Argentine P 2/10



City of New Town Building Permit Application

Permit No. _____ Date _____ Approved or Rejected _____

Applicant Targa Resources - Patrick Johnston

Mailing Address 1225 17th St Suite 3030 Phone 281-622-9548

Street Address SW/4 #S21, T152N, R92W 5th pm Lot _____ Blk _____

Type of Improvement add 6 modular buildings other type / 4 [redacted] buildings
Material

Estimated Cost of Construction $ 94,680.00

Permit Fee $ 473.40

General Contractor _____

Will curb be cut NA

Dimensions _____

Materials Used _____

Built in features _____

Roof Type _____

Attach diagram or blue prints to application. This certificate is issued on the basis of approved plans as stated on the "Zoning Request Application" form, authorizes only the use, arrangement and construction set forth in such approved plans and applications, and no other use, arrangement or construction. Any use, arrangement or construction at variance with that authorized shall be deemed a violation of the regulation and subject as such to penalties as prescribed by the regulation and/or certificate revocation. Construction must be commenced within six months. All certificates shall expire one year from date of issuance unless a longer period of construction is agreed to in writing at the time of application. This notice must be posted in a conspicuous place on or near the construction site.

John Smith
Signature of Zoning Administrator

Signature of Applicant

PERMIT #3

MOUNTRAIL COUNTY DRIVE PERMIT

Scott Spicher, Targa Badlands LLC
(303)446-7522
NAME OF APPLICANT

June 5, 2013
DATE

1225 17th St., Suite 3030, Denver, Colorado 80202
APPLICANT'S ADDRESS

Herein called "Applicant," requests permission to construct a private, commercial or field access drive on the County Road right of way along the East side of Route County Road 17 (East Ave.) located approximately 1,080 feet North from the centerline of 4th Street South described as follows:

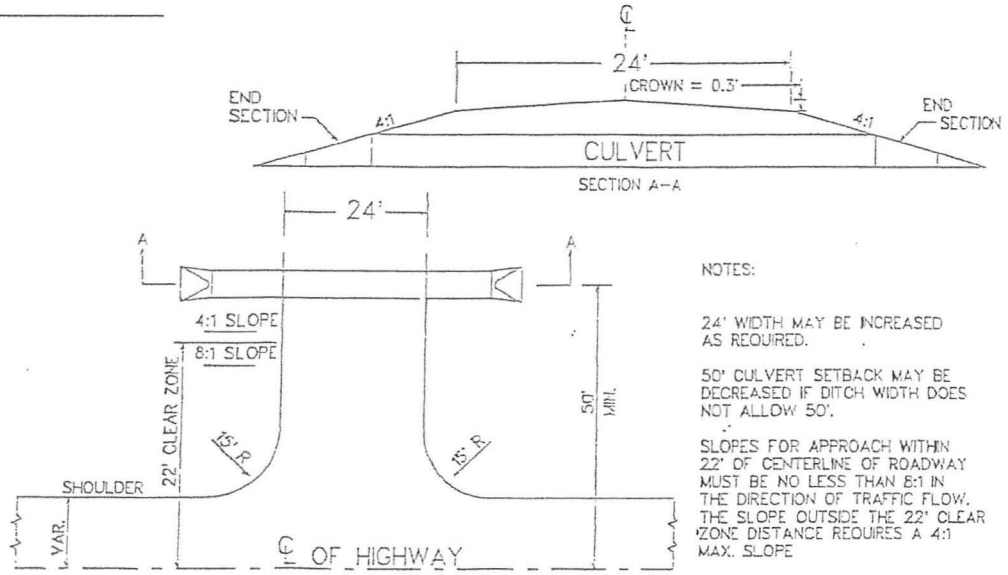
Driveway access from County Road 17 to a crude oil facility on the East side of County Road 17

Applicant agrees that any permit issued and any entrance built or work done shall be in accordance with plans attached to and made a part hereof, and Permit Specifications printed on the reverse side of this sheet. If the applicant fails to construct the drive to the specified dimensions, including the proper culvert length and in slopes, the County Highway Department will either cancel this permit and remove the drive or make the necessary corrections and the applicant will reimburse the County Department for such work.

Applicant

Mountrail County Highway Department

By



PERMIT SPECIFICATIONS

The total cost of all construction and maintenance of the work specified shall be borne by the Applicant, its grantees, successors, and assigns; except that the County will maintain the shoulder of the roadway.

It is understood by the Applicant that the County does not assume any responsibility for the removal or clearance of snow, ice or sleet, or the opening of windrows of such material, upon any portion of the drive, even through snow, ice or sleet is deposited or windrowed on said drive by its authorized representative engaged in normal winter maintenance operations.

No drive shall be considered as completed until checked and approved by the County Highway Department. Surfacing may be omitted on field entrances if so specified in the application.

A drive, as referred to in this permit, shall be the traveled area between the highway roadway surface and the adjacent right of way line. Said drive shall be used only for the purpose of providing entrance to and exit from the applicant's property.

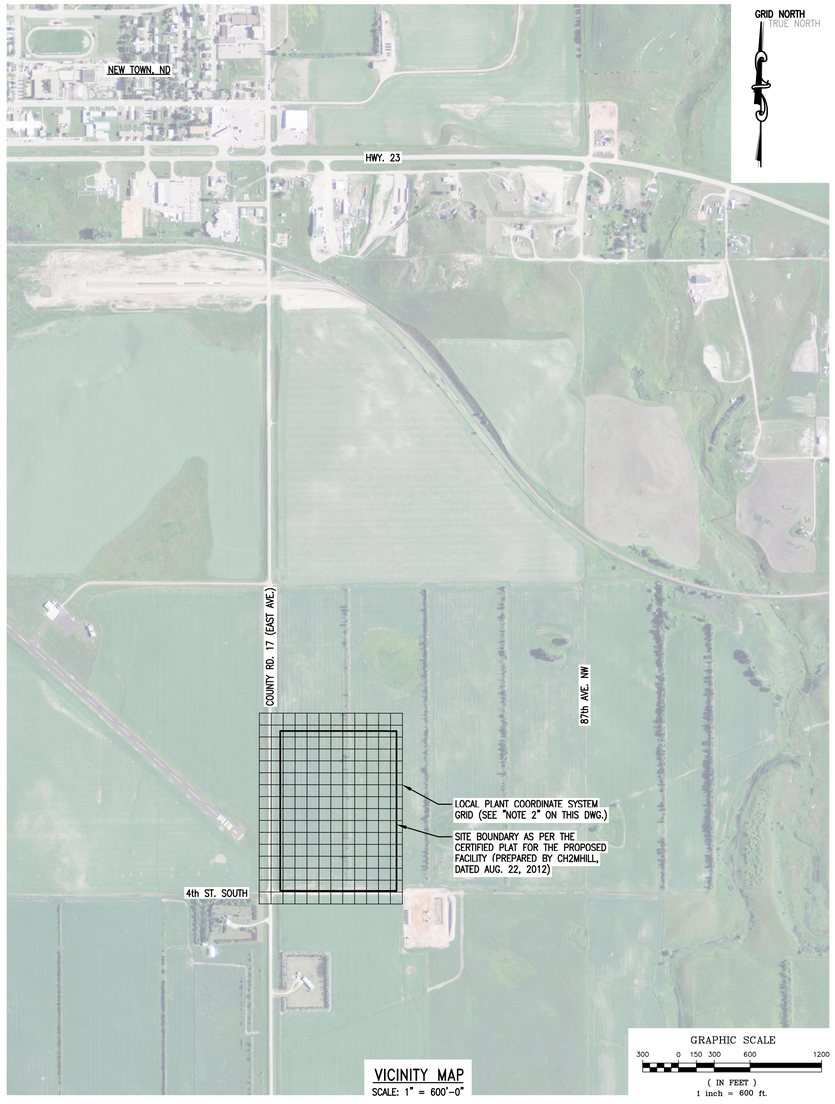
No drive, or improvement constructed on the highway right of way shall be altered or relocated without permission of the County Engineer of the County Highway Department.

The applicant agrees to perform all work in accordance with this permit, and to indemnify and hold harmless the County, its officers and employees from all liability, judgments, costs, expenses, and claims growing out of damages, or alleged damages, of any nature whatsoever, to any person or property arising out of performance or nonperformance of said work, or the existence of said drives.

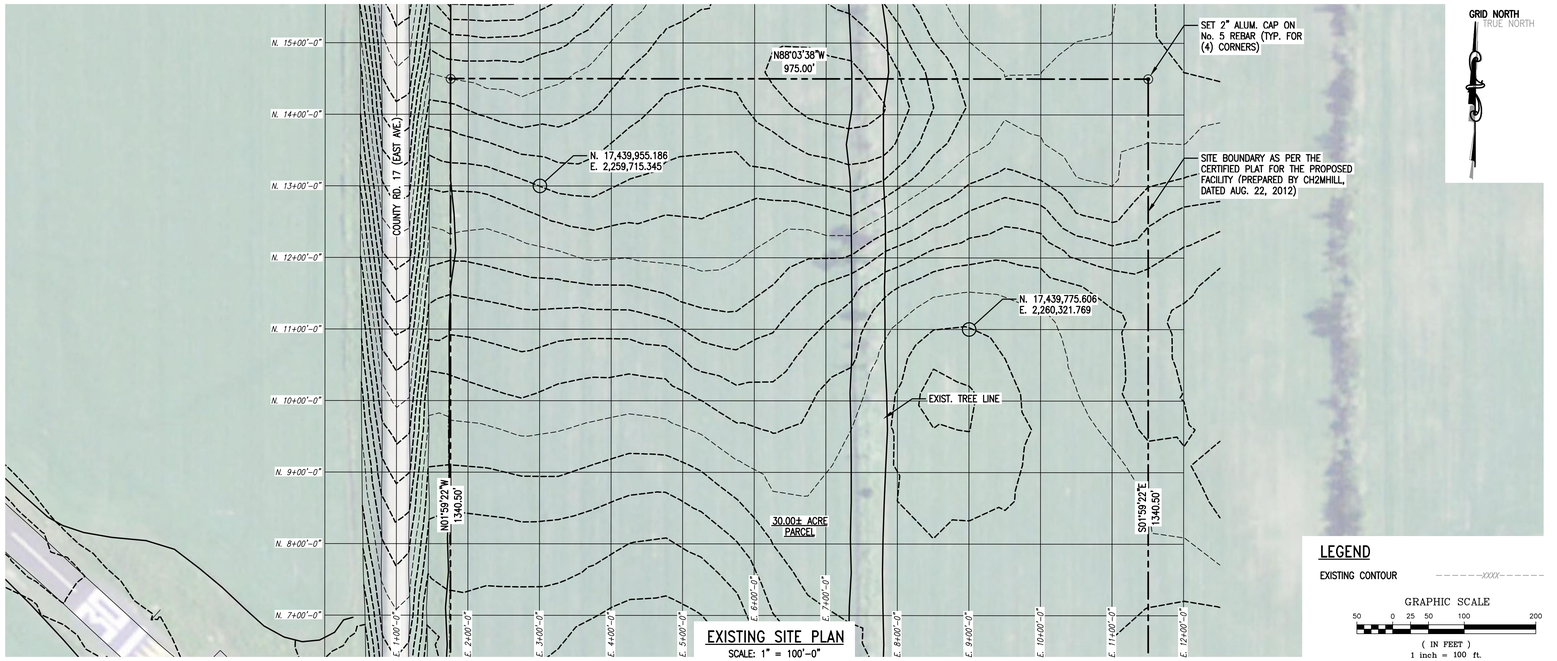
It is understood by the applicant that the location, construction, and maintenance of drives are under the supervision of the County at all times, and that in granting this permit the County waives none of its powers or right to direct the removal, relocation, and/or proper maintenance in the future of any drives within the right of way of the County Highway.

The granting of this permit does not vest the applicant with the exclusive use of the drive. Mountrail County Highway Department retains the right to diminish and expand the use of the drive as required in the interest of the safety of highway traffic.

County policy allows driveway accesses of 5 per mile per side, including section line access points. The resulting driveway spacing is approximately ¼ mile or 1,320 feet.



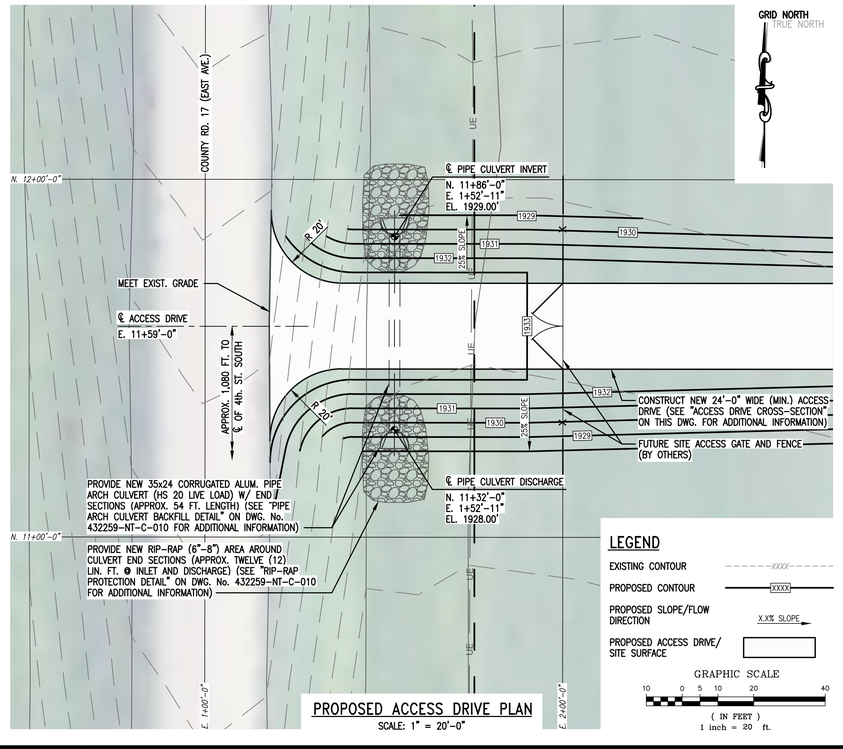
VICINITY MAP
SCALE: 1" = 600'-0"



EXISTING SITE PLAN
SCALE: 1" = 100'-0"

LEGEND
EXISTING CONTOUR

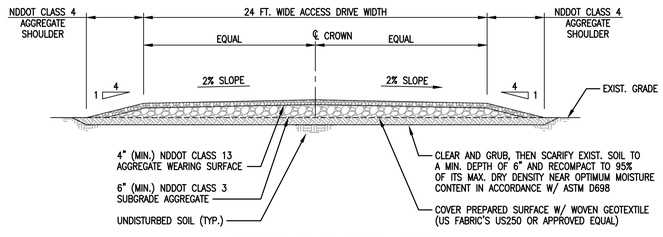
GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 100 ft.



PROPOSED ACCESS DRIVE PLAN
SCALE: 1" = 20'-0"

LEGEND
EXISTING CONTOUR
PROPOSED CONTOUR
PROPOSED SLOPE/FLOW DIRECTION — X.X% SLOPE
PROPOSED ACCESS DRIVE/ SITE SURFACE

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 20 ft.



ACCESS DRIVE CROSS-SECTION
SCALE: NTS

NOTE:
1. IF EXIST. CONDITIONS/CONTOURS DICTATE, IN LIEU OF CROWNING ACCESS DRIVE, THE CONTRACTOR MAY CONSTRUCT ACCESS DRIVE WITH AN OVERALL CROSS SLOPE OF 2% (MIN.), 4% (MAX.).

PERMIT SPECIFICATIONS

1. THE TOTAL COST OF ALL CONSTRUCTION AND MAINTENANCE OF THE WORK SPECIFIED SHALL BE BORNE BY THE APPLICANT, ITS GRANTEES, SUCCESSORS, AND ASSIGNS; EXCEPT THAT THE COUNTY WILL MAINTAIN THE SHOULDER OF THE ROADWAY.
2. IT IS UNDERSTOOD BY THE APPLICANT THAT THE COUNTY DOES NOT ASSUME ANY RESPONSIBILITY FOR THE REMOVAL OR CLEARANCE OF SNOW, ICE OR SLEET, OR THE OPENING OF WINDROWS OF SUCH MATERIAL, UPON ANY PORTION OF THE DRIVE, EVEN THROUGH SNOW, ICE OR SLEET IS DEPOSITED OR WINDROWED ON SAID DRIVE BY ITS AUTHORIZED REPRESENTATIVE ENGAGED IN NORMAL WINTER MAINTENANCE OPERATIONS.
3. NO DRIVE SHALL BE CONSIDERED AS COMPLETED UNTIL CHECKED AND APPROVED BY THE COUNTY HIGHWAY DEPARTMENT. SURFACING MAY BE OMITTED ON FIELD ENTRANCES IF SO SPECIFIED IN THE APPLICATION.
4. A DRIVE, AS REFERED TO IN THIS PERMIT, SHALL BE THE TRAVELED AREA BETWEEN THE HIGHWAY ROADWAY SURFACE AND THE ADJACENT RIGHT OF WAY LINE. SAID DRIVE SHALL BE USED ONLY FOR THE PURPOSE OF PROVIDING ENTRANCE TO AND EXIT FROM THE APPLICANT'S PROPERTY.
5. NO DRIVE, OR IMPROVEMENT CONSTRUCTED ON THE HIGHWAY RIGHT OF WAY SHALL BE ALTERED OR RELOCATED WITHOUT PERMISSION OF THE COUNTY ENGINEER OF THE COUNTY HIGHWAY DEPARTMENT.
6. THE APPLICANT AGREES TO PERFORM ALL WORK IN ACCORDANCE WITH THIS PERMIT, AND TO IDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICERS AND EMPLOYEES FROM ALL LIABILITY, JUDGEMENTS, COSTS, EXPENSES, AND CLAIMS GROWING OUT OF DAMAGES, OR ALLEGED DAMAGES, OF ANY NATURE WHATSOEVER, TO ANY PERSON OR PROPERTY ARISING OUT OF PERFORMANCE OR NONPERFORMANCE OF SAID WORK, OR THE EXISTENCE OF SAID DRIVES.
7. IT IS UNDERSTOOD BY THE APPLICANT THAT THE LOCATION, CONSTRUCTION, AND MAINTENANCE OF DRIVES ARE UNDER THE SUPERVISION OF THE COUNTY AT ALL TIMES, AND THAT IN GRANTING THIS PERMIT THE COUNTY WAIVES NONE OF ITS POWERS OR RIGHT TO DIRECT THE REMOVAL, RELOCATION, AND/OR PROPER MAINTENANCE IN THE FUTURE OF ANY DRIVES WITHIN THE RIGHT OF WAY OF THE COUNTY HIGHWAY.
8. THE GRANTING OF THIS PERMIT DOES NOT VEST THE APPLICANT WITH THE EXCLUSIVE USE OF THE DRIVE. MOUNTRAIL COUNTY HIGHWAY DEPARTMENT RETAINS THE RIGHT TO DIMINISH AND EXPAND THE USE OF THE DRIVE AS REQUIRED IN THE INTEREST OF THE SAFETY OF HIGHWAY TRAFFIC.

NOTES:

1. EXISTING BACKGROUND/SURVEY DATA IS BASED ON THE FOLLOWING: HORIZONTAL DATUM IS BASED ON UTM ZONE 13 NORTH, NAD 83, INTERNATIONAL FEET AND WAS ESTABLISHED BY O.P.U.S. GPS OBSERVATIONS IN ACCORDANCE WITH THE NATIONAL GEODETIC SURVEY'S SPECIFICATIONS FOR O.P.U.S. OBSERVATIONS; VERTICAL DATUM IS BASED ON NVD 1988.
2. THE COORDINATE GRID SYSTEM ON THIS DWG. IS A PROPOSED LOCAL PLANT COORDINATE SYSTEM LPCS). LOCAL PLANT COORDINATE SYSTEM POINTS N. 13+00'-0", E. 3+00'-0" AND N. 11+00'-0", E. 9+00'-0" HAVE THE UTM ZONE 13 NORTH (UTM Z13N CS) COORDINATE INCLUDED TO GIVE A BASIS AND ORIENTATION FOR THE LOCAL PLANT COORDINATE SYSTEM. CONTRACTOR TO CONFIRM THESE COORDINATE SYSTEMS PRIOR TO CONSTRUCTION.
3. ROTATIONAL DIFFERENCE BETWEEN GRID NORTH AND TRUE NORTH IS 1.94'.

NOT FOR CONSTRUCTION
FOR PERMITTING ONLY

REFERENCE DRAWINGS

DWG. NO.	TITLE

REVISIONS

NO.	DESCRIPTION	DATE	BY	CHK.	APPR.
1	ISSUED FOR MAIN ACCESS DRIVE PERMIT	6/05/13	SPB	RBH	

DRAWN BY:	SPB	5/15/13
CHECKED BY:	RBH	5/15/13
REVIEWED BY:		
CUSTOMER APPROVED BY:		

SCALE: AS NOTED

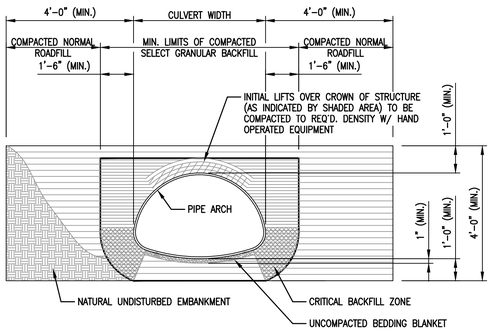
SADDLE BUTTE PIPELINE, LLC

CH2MHILL
9127 S. JAMAICA STREET
ENGLEWOOD, CO 80112

VICINITY MAP, SITE PLANS, SECTION, AND DETAIL
NEW TOWN STATION
NEW TOWN/STANLEY FACILITIES PROJECT — NEW TOWN, NORTH DAKOTA

PROJECT NUMBER	DRAWING NUMBER	REV.
432259	432259-NT-C-021	A

Jun 05, 2013 - 2:45pm C:\pw_workdir\ch2mhill_eso\sbaker\d0222469\432259-NT-C-021.DWG

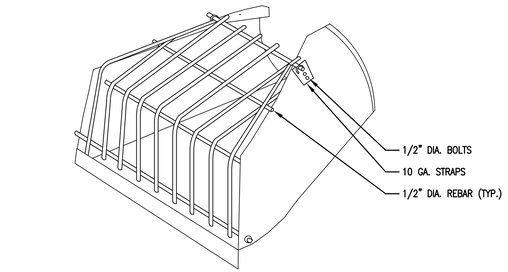


PIPE ARCH CULVERT BACKFILL DETAIL

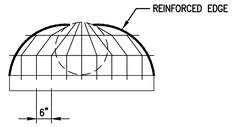
SCALE: NTS

NOTES:

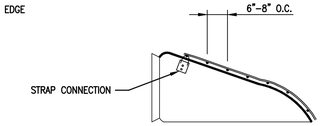
1. ALL SELECTED GRANULAR BACKFILL TO BE PLACED IN A BALANCED FASHION IN 8" MAX. LIFTS AND COMPACTED TO 90% DENSITY AS PER AASHTO T-180.
2. COMPLETE AND REGULAR MONITORING OF THE CORRUGATED ALUM. PIPE ARCH SHAPE IS NECESSARY DURING ALL BACKFILLING OF THE STRUCTURE.
3. PREVENT EXCESSIVE DISTORTATION OF THE SHAPE, AS NECESSARY, BY VARYING COMPACTION METHODS AND EQUIPMENT.



ISOMETRIC



FRONT ELEVATION



SIDE ELEVATION

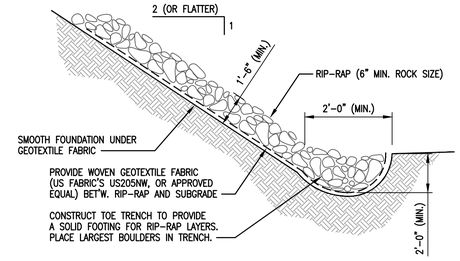
NOTE

TRASH RACK BARS SHALL BE BLACK STEEL AND PAINTED WITH A HIGH ZINC COATING AFTER FABRICATION, BY RACK MANUF.

CULVERT TRASH RACK DETAIL

(CULVERT DISCHARGE END)

SCALE: NTS



RIP-RAP PROTECTION DETAIL

SCALE: NTS

NOTES:

REFERENCE DRAWINGS		REVISIONS					
		1	ISSUED FOR MAIN DRIVE ACCESS PERMIT	6/05/13	SPB	RBH	
DWG. NO.	TITLE	NO.	DESCRIPTION	DATE	BY	CHK.	APPR.

DRAWN BY: SPB	2/8/13
CHECKED BY: RBH	2/8/13
REVIEWED BY:	
CUSTOMER APPROVED BY:	
SCALE: AS NOTED	

SADDLE BUTTE PIPELINE, LLC

CH2MHILL 9127 S. JAMAICA STREET ENGLEWOOD, CO 80112

SITE DETAILS

NEW TOWN STATION

NEW TOWN/STANLEY FACILITIES PROJECT — NEW TOWN, NORTH DAKOTA

PROJECT NUMBER	DRAWING NUMBER	REV.
432259	432259-NT-C-010	A

Jun 05, 2013 - 2:44pm C:\pw_workdir\ch2mhill_eso\sbaker\d0191045\432259-NT-C-010.dwg

City of Stanley

APPROVED

BUILDING PERMIT PERMIT # 119-13

DATE: 9/4/13

Applicant(Print Name) Targa Badlands LLC

Mailing Address 1000 Louisiana St. Room 4521, Houston, TX 77002

Email Address pjohnston@lonestarlandservices.com

Phone Number 281-622-9548

Address of Improvement

5 Acres of land Known as Outlot 1 situated the E2 of the SW ¼ of Section 27, Township 156, Range 91 being out of the entire 20 acres of land in Mountrail County, North Dakota

Type of Improvement

For the use of the units listed below to hold, transfer and maintain oil distribution. Construction of oil storage tank and related equipment/facilities necessary for storage and transmission of crude oil. This site will include the following equipment 8 inch Receiving Trap, 8 inch Control Valve, Leak Detection Meters, One 25,000 Barrel Tank which will have a concrete tank containment berm installed as safety protection, There will be 2 200 HP, Goulds 3700 Charge Pumps, Power Services ACT-Custody Transfer Metering, one 8 inch Launcher Trap, and a 3000 gallon fiberglass sump tank

Check # 001296

PIN#/Description 18-00170001

Building Dimensions 25,000 Barrel Tank 67 feet diameter and 40 feet Tall; Control Building 12ft x 30ft x 12'-2" Tall; Meter Skid 14ft x 25ft x 10.5ft Tall

Use of Building

Residential ____ Commercial ____ Industrial X

Materials Used Steel, Steel Piping, Skid Mounted Steel

Cost of Building/Improvement $7,000,000.00

PD 9/4/13

PERMIT FEE $250 *Must be paid prior to Zoning Meeting

*FEE IS NON-REFUNDABLE

$25 Minimum Fee OR

½ of 1% of the estimated improvement no less than $25. Max Amount = Res-$500, Commercial Max=$2500

****Permits must have Zoning & Council Approval before building is permitted to comply with the Zoning Ordinance. If project is started before approval, a fine of not more than $200 day will be issued.

Please provide a diagram of the improvement or draw one on the back of this permit. Must specify building setbacks from all property lines.

****Building Permit must be turned in to City Hall by the Wednesday prior to the Planning & Zoning Meeting which meets the second Monday of every month**

****APPLICANTS MUST ATTEND THE PLANNING & ZONING MEETING ON SAID DATE_____ OR NO ACTION WILL BE TAKEN ON PERMIT.**

R. Voll — 8/30/2013

Applicants Signature — **Date**

Meghan Bratvold — 9/3/2013

Owner Signature (if different than applicant) — **Date**

Representing Enbridge Pipelines (North Dakota) LLC
Lands Department

COMPLETE BACK SIDE OF THIS FORM

DRAWING OF STRUCTURE

Drawing must indicate placement of structure showing footage from lot line from all sides

***North Dakota One Call Law must be complied if excavation is to be part of the building plan.**

1 square = _____ feet (May attach copy of floor plan)

Action taken by Planning and Zoning Board
APPROVED X **DISAPPROVED** _____

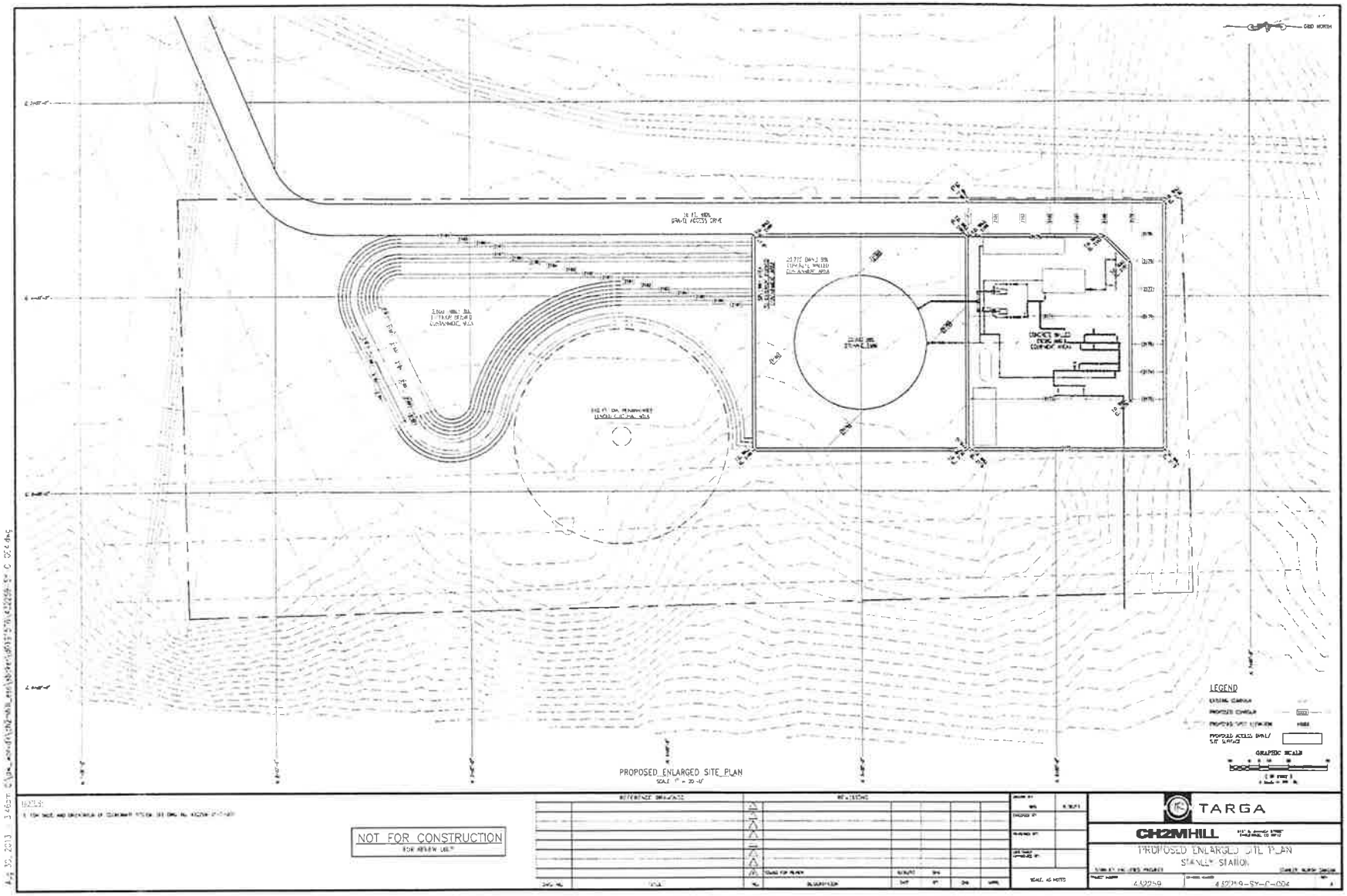
Dated this 9 **day of** September, 2013

_____
Chairman of Planning & Zoning

Action by City Council
APPROVED X **DISAPPROVED** _____

Dated this 10 **day of** September, 2013

_____
Mayor


GRID NORTH
LEGEND
GRAPHIC SCALE
PROPOSED ENLARGED SITE PLAN
SCALE 1" = 20'-0"
NOT FOR CONSTRUCTION
FOR REVIEW ONLY
TARGA
CH2MHILL
PROPOSED ENLARGED SITE PLAN
STANLEY STATION

ORIGINAL - White
DUPLICATE - Canary

OFFICE OF CITY AUDITOR

CITY OF STANLEY, NORTH DAKOTA

25027

Date 9-16 20 13

RECEIVED OF Targa Badlands LLC $ 2500 00

Twothousand fivehundred and no/100 DOLLARS
100

being money for Building Permit # 119-13.

CK# 12980

Credit

Ada Aunesm Deputy City Auditor

CITY OF STANLEY
PO Box 249
Stanley ND 58784-0249





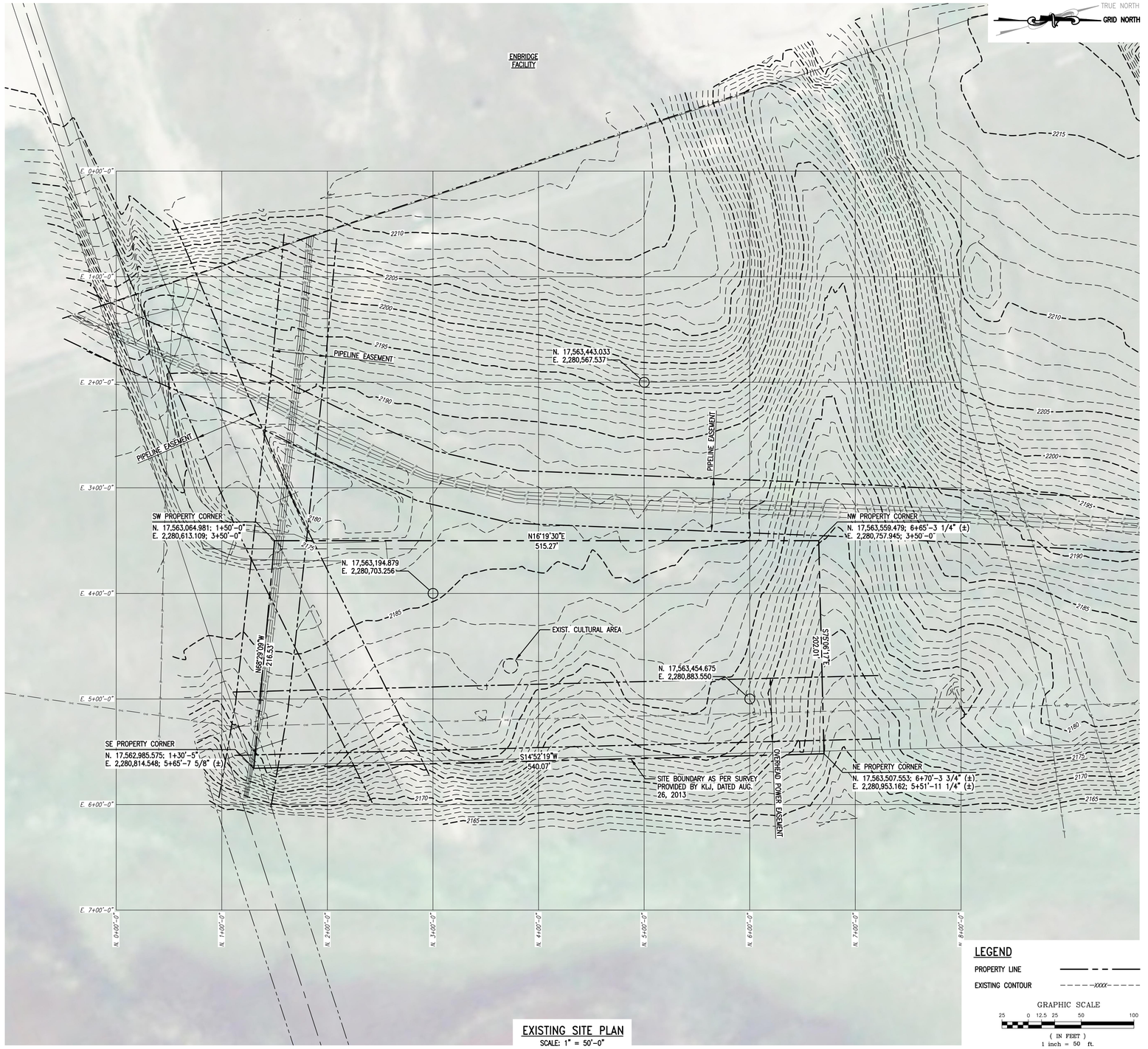
Targa Badlands LLC
1000 Louisiana St. Rm 4521
Houston, TX
77002

Winter

7700235035



VICINITY MAP
SCALE: 1" = 500'-0"



EXISTING SITE PLAN
SCALE: 1" = 50'-0"

LEGEND
PROPERTY LINE

EXISTING CONTOUR ----2XXX----

GRAPHIC SCALE
25 0 12.5 25 50 100
(IN FEET)
1 inch = 50 ft.

NOTES:

1. EXISTING BACKGROUND/SURVEY DATA IS BASED ON THE FOLLOWING: HORIZONTAL DATUM IS BASED ON UTM ZONE 13 NORTH, NAD 83, INTERNATIONAL FEET AND WAS ESTABLISHED BY O.P.U.S. GPS OBSERVATIONS IN ACCORDANCE WITH THE NATIONAL GEODETIC SURVEY'S SPECIFICATIONS FOR O.P.U.S. OBSERVATIONS; VERTICAL DATUM IS BASED ON NVD 1988.
2. THE COORDINATE GRID SYSTEM ON THIS DWG. IS A PROPOSED LOCAL PLANT COORDINATE SYSTEM (LPCS). LOCAL PLANT COORDINATE SYSTEM POINTS N. 5+00'-0", E. 2+00'-0"; N. 3+00'-0", E. 4+00'-0" AND N. 6+00'-0", E. 5+00'-0" HAVE THE UTM ZONE 13 NORTH (UTM Z13N CS) COORDINATE INCLUDED TO GIVE A BASIS AND ORIENTATION FOR THE LOCAL PLANT COORDINATE SYSTEM. CONTRACTOR TO CONFIRM THESE COORDINATE SYSTEMS PRIOR TO CONSTRUCTION.
3. ROTATIONAL DIFFERENCE BETWEEN GRID NORTH AND TRUE NORTH IS 16.32'.

REFERENCE DRAWINGS		REVISIONS					
		1	ISSUED FOR CONSTRUCTION	12/19/13	SPB	RBH	
DWG. NO.	TITLE	NO.	DESCRIPTION	DATE	BY	CHK.	APPR.

DRAWN BY: SPB	9/16/13
CHECKED BY: RBH	9/20/13
REVIEWED BY:	
CUSTOMER APPROVED BY:	
SCALE: AS NOTED	

TARGA

CH2MHILL 9127 S. JAMAICA STREET ENGLEWOOD, CO 80112

VICINITY MAP AND EXISTING SITE PLAN
STANLEY STATION

STANLEY FACILITIES PROJECT — STANLEY, NORTH DAKOTA

PROJECT NUMBER	DRAWING NUMBER	REV.
432259	432259-SY-C-001	0

Dec 19, 2013 - 11:34am C:\pw_workdir\ch2mhill_eso\sbaker\d0191576\432259-SY-C-001.DWG

State of North Dakota Board of University and School Lands

EASEMENT: Oil Gathering Pipeline **ROW #6531 (Pg 1)**

STATE OF NORTH DAKOTA
BOARD OF UNIVERSITY AND SCHOOL LANDS

The State of North Dakota acting through the Board of University and School Lands (GRANTOR), in consideration of $74,626.00, which has been received, conveys to SADDLE BUTTE ASSETS LLC, 858 MAIN AVE, STE 301, DURANGO, CO 81301 (GRANTEE), an easement to construct, operate, maintain and remove one 8-inch diameter steel oil gathering pipeline with the right of ingress and egress, over certain land hereafter referred to as the "easement area", which is a strip of land 33.0 feet wide, 16.5 feet on each side of the following described centerline:

W2, NE4 of Section 16, T153N, R91W, Mountrail County

153-91-16-NE4: Commencing at the north quarter corner of said Section 16; thence along the north-south quarter line of said section, S1°26'34"W a distance of 204.84 feet to the Point of Beginning; thence N70°51'24"E a distance of 209.46 feet; thence S88°06'36"E a distance of 1041.75 feet; thence S83°53'36"E a distance of 875.97 feet; thence N84°37'24"E a distance of 534.77 feet to a Point of Termination on the east line of said section, said point being S1°27'28"W a distance of 141.56 feet from the northeast corner of said section. The sidelines of said strip shall be lengthened or shortened so as to commence in the north-south quarter line and terminate in the east line of said section. The centerline is 2,161.96 feet or 161.33 rods long, and the easement area contains 2.02 acres, more or less. The easement area is further described and illustrated in Exhibit "A1" which is attached to and is a part of this easement.

153-91-16-NW4: Commencing at the west quarter corner of said Section 16; thence along the east-west quarter line of said section, S88°25'59"E a distance of 1233.43 feet to the Point of Beginning; thence N1°25'57"E a distance of 2515.18 feet; thence S88°34'36"E a distance of 75.62 feet; thence S82°44'36"E a distance of 310.56 feet; thence S89°29'36"E a distance of 348.29 feet; thence S60°22'36"E a distance of 175.62 feet; thence S80°17'36"E a distance of 157.17 feet; thence S87°29'36"E a distance of 214.22 feet; thence N72°50'24"E a distance of 120.11 feet; thence N70°51'24"E a distance of 39.57 feet to a Point of Termination on the north-south quarter line of said section, said point being S1°26'34"W a distance of 204.84 feet from the quarter corner of said section. The sidelines of said strip shall be lengthened or shortened so as to commence in the east-west quarter line and terminate in the north-south quarter line of said section. The centerline is 3,956.34 feet or 239.78 rods long, and the easement area contains 3.00 acres, more or less. The easement area is further described and illustrated in Exhibit "A2" which is attached to and is a part of this easement.

153-91-16-SW4: Commencing at the southwest corner of said Section 16; thence along the south line of said section, S88°25'41"E a distance of 685.95 feet to the Point of Beginning; thence N39°19'58"E a distance of 5.60 feet; thence N26°16'23"E a distance of 50.00 feet; thence N13°12'48"E a distance of 2560.68 feet; thence N1°25'57"E a distance of 82.07 feet to a Point of Termination on the east-west quarter line of said section, said point being S88°25'59"E a distance of 1233.43 feet from the west quarter corner of said section. The sidelines of said strip shall be lengthened or shortened so as to commence in the south line and terminate in the east-west quarter line of said section. The centerline is 2,698.35 feet or 163.54 rods long, and the easement area contains 2.04 acres, more or less. The easement area is further described and illustrated in Exhibit "A3" which is attached to and is a part of this easement.

S2NE4, N2SE4 of Section 34, T155N, R91W, Mountrail County

155-91-34-S2NE4: Commencing at the east quarter corner of said Section 34; thence along the east-west quarter line of said section, N88°35'43"W a distance of 2557.37 feet to the Point of Beginning; thence N1°18'34"E a distance of 1052.21 feet; thence N14°10'17"E a distance of 50.00 feet; thence N27°01'59"E a distance of 50.00 feet; thence N39°53'42"E a distance of 50.00 feet; thence N52°45'25"E a distance of 50.00 feet; thence N65°37'07"E a distance of 50.00 feet; thence N78°28'50"E a distance of 50.00 feet; thence S88°39'27"E a distance of 158.58 feet; thence N79°39'56"E a distance of 50.00 feet; thence N67°59'19"E a distance of 50.00 feet; thence N56°18'41"E a distance of 50.00 feet; thence N44°38'04"E a distance of 15.93 feet to a Point of Termination on the east-west sixteenth line of said quarter section, said point being S1°19'14"W a distance of 1320.28 feet and N88°36'20"W a distance of 2055.35 feet from the northeast corner of said section. The sidelines of said strip shall be lengthened or shortened so as to commence in the east-west quarter line of said section and terminate in the east-west sixteenth line of said quarter section. The centerline is 1,676.71 feet or 101.62 rods long, and the easement area contains 1.27 acres, more or less. The easement area is further described and illustrated in Exhibit "A4" which is attached to and is a part of this easement.

155-91-34-N2SE4: Commencing at the south quarter corner of said Section 34; thence along the north-south quarter line of said section, N1°18'34"E a distance of 1319.81 feet; thence along the east-west sixteenth line of said quarter section, N88°35'07"E a distance of 80.00 feet to the Point of Beginning; thence N1°18'34"E a distance of 1319.82 feet to a Point of Termination on the east-west quarter line of said section, said point being N88°35'43"W a distance of 2557.37 feet from the east quarter corner of said section. The sidelines of said strip shall be lengthened or shortened so as to commence in the south line and terminate in the east-west quarter line of said section. The centerline is 1,319.82 feet or 79.99 rods long, and the easement area contains 1.00 acres, more or less. The easement area is further described and illustrated in Exhibit "A5" which is attached to and is a part of this easement.

1. The Oil Gathering Pipeline shall be built only on the centerline(s) as described above. GRANTEE may also temporarily use additional temporary right of way on each side of the Oil Gathering Pipeline easement area for a construction right of way as depicted on Exhibits "A1-A5". This construction right of way shall be subject to the topsoil reservation and reclamation provisions of this easement and must be abandoned upon the completion of construction and reclamation.

2. The top of the Oil Gathering Pipeline must be buried at least 36 inches below the ground's surface.

3. GRANTEE may install the following described appurtenance(s) upon the surface or at a depth less than 36 inches: N/A. For this/these additional appurtenance(s), GRANTEE has paid N/A as further consideration. GRANTEE shall, when necessary, protect all above ground appurtenances with a fence adequate to prevent livestock access and shall paint all above ground structures; except wire fences, anchors, guy wires, steel towers, and wood poles; with earth tone colors.

4. If construction of the Oil Gathering Pipeline is not completed within one year after GRANTOR signs this easement, this easement automatically terminates.

5. GRANTEE shall make a satisfactory settlement with the surface tenant for damage to seeded annual crops, fences or other improvements owned by the tenant, caused by construction, operation, maintenance or removal of the Oil Gathering Pipeline and shall notify the surface tenant of the construction schedule at least one week before construction.

6. GRANTEE, or its agent, shall have a legible copy of this easement with them on site for reference during construction, operation, maintenance or reclamation and shall present the copy upon GRANTOR's request.

7. This easement is subject to all of the GRANTOR's existing rights and privileges.

8. If, prior to or during construction, archeological or paleontological items are discovered or such items are disturbed, GRANTEE shall cease construction activities immediately. GRANTEE shall then promptly notify GRANTOR and must not resume construction until written approval is given by GRANTOR.

9. GRANTEE shall, prior to construction, maintenance or removal, reserve the top 12 inches of soil from areas subject to topsoil and subsoil mixing. The reserved soil must be stockpiled to minimize wind and water erosion. Upon completion of construction, and maintenance or removal, GRANTEE shall promptly reclaim the disturbed area. It must be recontoured to conform to the adjacent natural topography, rocks exposed by excavation must be hauled off or reburied on the property, the reserved soil must be evenly respread over the disturbed area, and the entire disturbed area must be revegetated with a mixture of native perennial grasses as shown in Exhibit "B". Reclamation is not complete until rocks are removed from the surface, erosion is controlled and the surface is revegetated with a mixture of native perennial grasses.

10. GRANTEE shall implement reasonable measures to prevent accelerated erosion. If an erosion problem develops, GRANTEE shall promptly take the necessary actions to correct it and shall repair any erosion damage.

11. GRANTEE shall not discharge oil, gas liquids, salt water, or any other hazardous liquids or toxic substances onto the right-of-way or land adjacent to the right-of-way. All discharges of oil, gas liquids, salt water, or other hazardous liquids or toxic substances shall be stopped as soon as possible after discovery and acted upon immediately to halt movement of such discharges. Any such discharges shall be reported immediately to the GRANTOR. The GRANTEE shall then restore the affected area as closely as possible to its original condition.

12. GRANTEE shall control all noxious weeds in the easement area.

13. GRANTEE may cut or trim trees and shrubs, but only to the extent they interfere with or endanger the operation or maintenance of the Oil Gathering Pipeline.

14. GRANTEE shall maintain the natural water flow and drainage.

15. GRANTEE shall take necessary precautions to prevent fires. In the event of a fire caused by the GRANTEE or its agent, GRANTEE shall compensate the GRANTOR's surface lessee(s) for their losses including forage, crop and any other losses; and shall compensate GRANTOR for any loss it suffers due to the fire.

16. GRANTEE shall conduct all activities associated with the Oil Gathering Pipeline in a manner that avoids the degradation of air, land, and water quality and that protects the area's visual resources.

17. GRANTOR reserves the right to use the easement area and to allow others to use the easement area for purposes compatible with GRANTEE's use. If someone other than GRANTOR uses the easement area in a manner inconsistent with GRANTEE's use, GRANTOR is not liable or responsible.

18. Through this easement, GRANTEE is not acquiring any subsurface interest. Subsurface interests include, but are not limited to oil, gas, coal, cement materials, sodium sulfate, sand and gravel, scoria, road material, building stone, chemical substances, metallic ores, uranium ores, or colloidal or other clays. If any subsurface interest is or will likely be excluded from mining or development because of the presence of this easement or the Oil Gathering Pipeline allowed by this easement, or if the location of the Oil Gathering Pipeline interferes or will likely interfere with the mining or development of subsurface interests outside of the easement area, this easement will terminate. GRANTOR will give GRANTEE at least sixty (60) days prior written notice of this easement's termination under this paragraph. If GRANTEE wishes to have the Oil Gathering Pipeline relocated within the tract and if GRANTOR determines that a suitable location exists within the tract, GRANTOR agrees to grant a new easement for such relocated Oil Gathering Pipeline without additional compensation, but GRANTEE shall bear all relocation costs.

19. If GRANTOR determines at any time during the existence of the easement, that the easement negatively interferes with or in any manner and to any extent affects the marketability, market value, development, or the value for development of the state-owned land specifically described below, GRANTOR may take any one of the following actions. One, terminate this easement. Two, require GRANTEE at GRANTEE'S expense to move the Oil Gathering Pipeline to another location within the affected tract, if it is determined by the GRANTOR that a suitable location exists within the tract. Three, require GRANTEE to compensate GRANTOR, at the amount set by the GRANTOR, for the loss GRANTOR incurs because of the easement's presence. The rights given in this paragraph are personal to the GRANTOR and only the GRANTOR may exercise them.

Twp	Rng	Sec	Sub Division	County
153	91	16	NE4	Mountrail
153	91	16	NW4	Mountrail
153	91	16	SW4	Mountrail
155	91	34	S2NE4, N2SE4	Mountrail

20. GRANTEE agrees to defend, indemnify and hold harmless GRANTOR from any claims by any person that are in any way related to GRANTEE's use of the easement area, including all costs, expenses, and attorney fees that in any manner result from or arise out of this agreement. It is GRANTEE's exclusive right and responsibility

to construct, maintain, and remove the Oil Gathering Pipeline. GRANTEE further accepts liability and indemnifies GRANTOR, and its officers and employees, from all costs, expenses and attorneys fees incurred in establishing and litigating the indemnification coverage provided above. The legal defense provided by GRANTEE to the GRANTOR under this paragraph must be free of any conflicts of interest, even if this requires GRANTEE to retain separate legal counsel for GRANTOR. The obligations of this paragraph shall continue after this agreement terminates.

21. Any fixtures, structures, installations or facilities constructed or installed by GRANTEE, are the property of GRANTEE and may be removed by GRANTEE at any time.

22. GRANTEE shall remove all improvements, both above ground and underground, from the easement area when the easement is abandoned or in any other way terminated, unless authorized to do otherwise in writing by GRANTOR.

23. This easement shall be a covenant running with the land and shall be binding on the heirs, successors, and assigns of the parties hereto.

24. This easement is subject to all existing easements and nothing in this easement supersedes any rights previously granted.

25. GRANTOR neither warrants nor agrees to defend title to the easement area.

26. This easement is also subject to the conditions in Exhibits "A1-A5" and "B" which are attached and made a part of this easement.

Dated this 20th day of March, 2013, at Bismarck, North Dakota.

GRANTOR:

STATE OF NORTH DAKOTA
BOARD OF UNIVERSITY & SCHOOL LANDS

Lance D. Gaebe, Commissioner
of University and School Lands

STATE OF NORTH DAKOTA)
)ss.
COUNTY OF BURLEIGH)

On this 20th day of March, 2013, before me personally appeared Lance D. Gaebe, Commissioner of University and School Lands, acting on behalf of the Board of University and School Lands of North Dakota, known to me to be the person who executed this instrument and acknowledged to me that he executed the same.

(SEAL)

DEBRA K JACOBS
Notary Public
State of North Dakota
My Commission Expires Aug. 2, 2013

Notary Public

GRANTEE:

SADDLE BUTTE ASSETS LLC

(signature) On Behalf of Saddle Butte Assets LLC

STATE OF _____)
ss.
COUNTY OF _____)

On this _____ day of _____, 20_____, before me personally appeared _____, _____ (title), acting on behalf of Saddle Butte Assets LLC, known to me to be the person who executed this instrument and acknowledged to me that he executed the same.

(SEAL)

Notary Public

g:\support\title\easements\6531 saddle butte assets.docx

ROW #6531
Exhibit "A1"

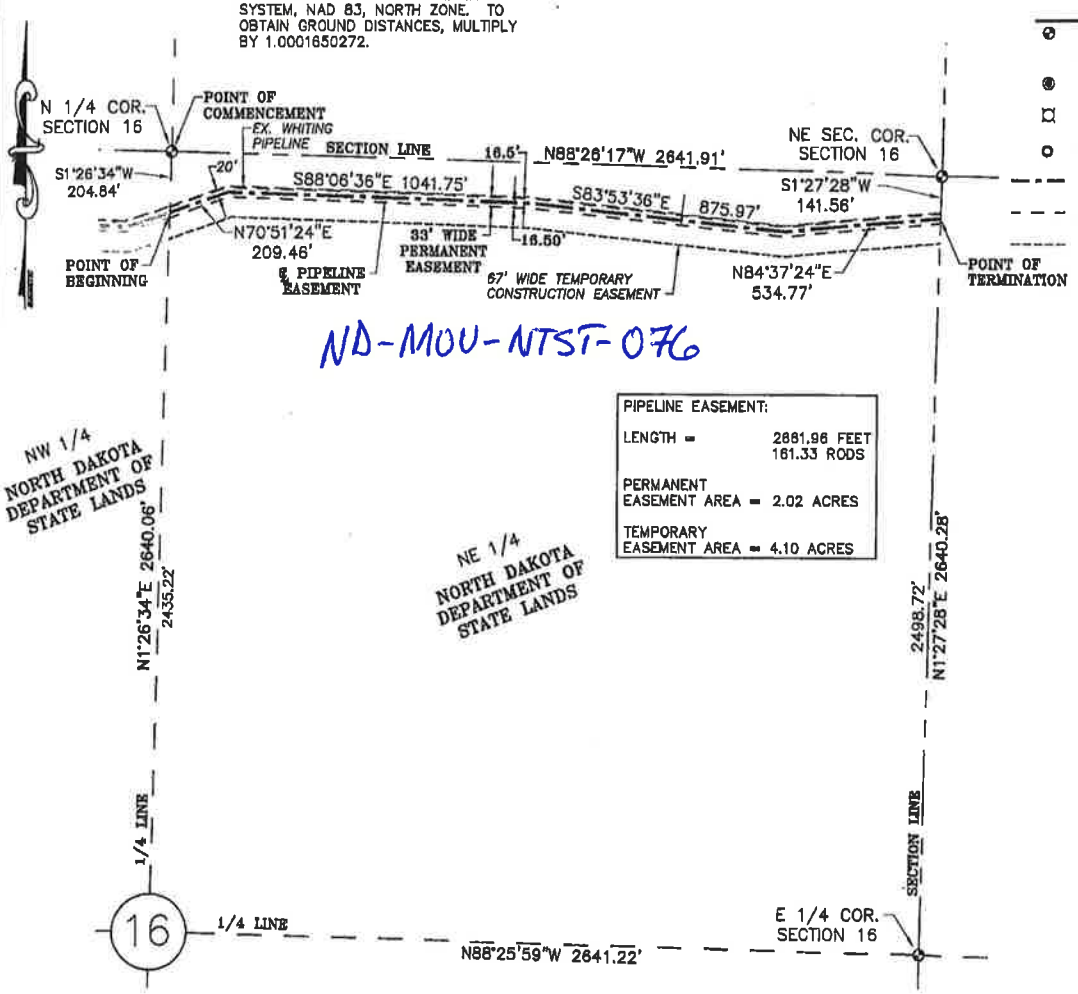
PIPELINE EASEMENT FOR SADDLE BUTTE PIPELINE, LLC

BEING A PORTION OF THE NORTH DAKOTA STATE SCHOOL TRUST LANDS, LYING IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 16, T 153 N, R 91 W, 5TH P.M., MOUNTRAIL COUNTY, NORTH DAKOTA

400 0 200 400
(IN FEET)
1 inch = 400 ft.

BASIS OF BEARINGS

BEARINGS AND DISTANCES SHOWN HEREON ARE GRID BEARINGS AND DISTANCES BASED ON THE NORTH DAKOTA STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. TO OBTAIN GROUND DISTANCES, MULTIPLY BY 1.0001650272.

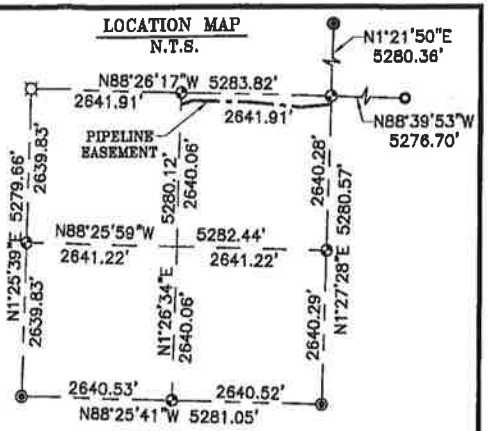


ND-MOU-NTST-076

LEGEND

- SET 5/8" X 18" REBAR W/CAP, STAMPED "K. MARTIN LS 7062"
- FOUND IRON WITH CAP, UNREADABLE
- FOUND REBAR WITH CAP, UNREADABLE
- FOUND 1" BAR IN CONCRETE
- PIPE CENTERLINE
- PERMANENT EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT

LOCATION MAP
N.T.S.



SECTION 16
T 153 N, R 91 W

PIPELINE EASEMENT:	
LENGTH =	2681.96 FEET 161.33 RODS
PERMANENT EASEMENT AREA =	2.02 ACRES
TEMPORARY EASEMENT AREA =	4.10 ACRES

SURVEYOR'S CERTIFICATE

I, Kevin J. Martin, a Licensed Land Surveyor in and for the State of North Dakota, do hereby certify that at the request of the North Dakota Department of State Lands and through Saddle Butte Pipeline, LLC, did complete a survey for the purpose of establishing a permanent pipeline easement located in the Northeast Quarter (NE 1/4) of Section 16, Township 153 North, Range 91 West of the 5th P.M., Mountrail County, North Dakota, said easement being comprised of a strip of land 33 feet in width, lying 16.50 feet on either side of the following described centerline:

LEGAL DESCRIPTION OF EASEMENT: Commencing at the North Quarter Corner of said Section 16; thence along the North-South Quarter line of said section, S1°26'34"W, a distance of 204.84 feet to the Point of Beginning; thence N70°51'24"E, a distance of 209.46 feet; thence S88°06'36"E, a distance of 1041.75 feet; thence S83°53'36"E, a distance of 875.97 feet, thence N84°37'24"E, a distance of 534.77 feet to a Point of Termination on the East line of said section, said point being S1°27'28"W, a distance of 141.56 feet from the Northeast Corner of said section.

The sidelines of said strip shall be lengthened or shortened so as to commence in the North-South Quarter line and terminate in the East line of said section.

Containing 2.02 acres, more or less.

Together with a temporary construction easement lying 67.00 feet southerly and adjacent to the southerly line of the above described easement.

Said temporary easement to expire upon completion of construction of said pipeline, or five years from the date of conveyance, whichever comes first.

Said temporary easement contains 4.10 acres, more or less.

This Certificate is to the best of my knowledge and belief a true description of said survey. I hereby certify that I have executed this document this 5th day of March, 2013.

Kevin J. Martin, L.S. # 7062

REGISTERED PROFESSIONAL LAND SURVEYOR
KEVIN J. MARTIN
LS-7062
DATE 3/5/13
NORTH DAKOTA

Prepared By:
BARTLETT & WEST
3456 E. Century Ave.
Bismarck, North Dakota 58503
701-258-1110
FAX 701-258-1111
www.bartwest.com

MAE

ROW #6631
Exhibit "A2"

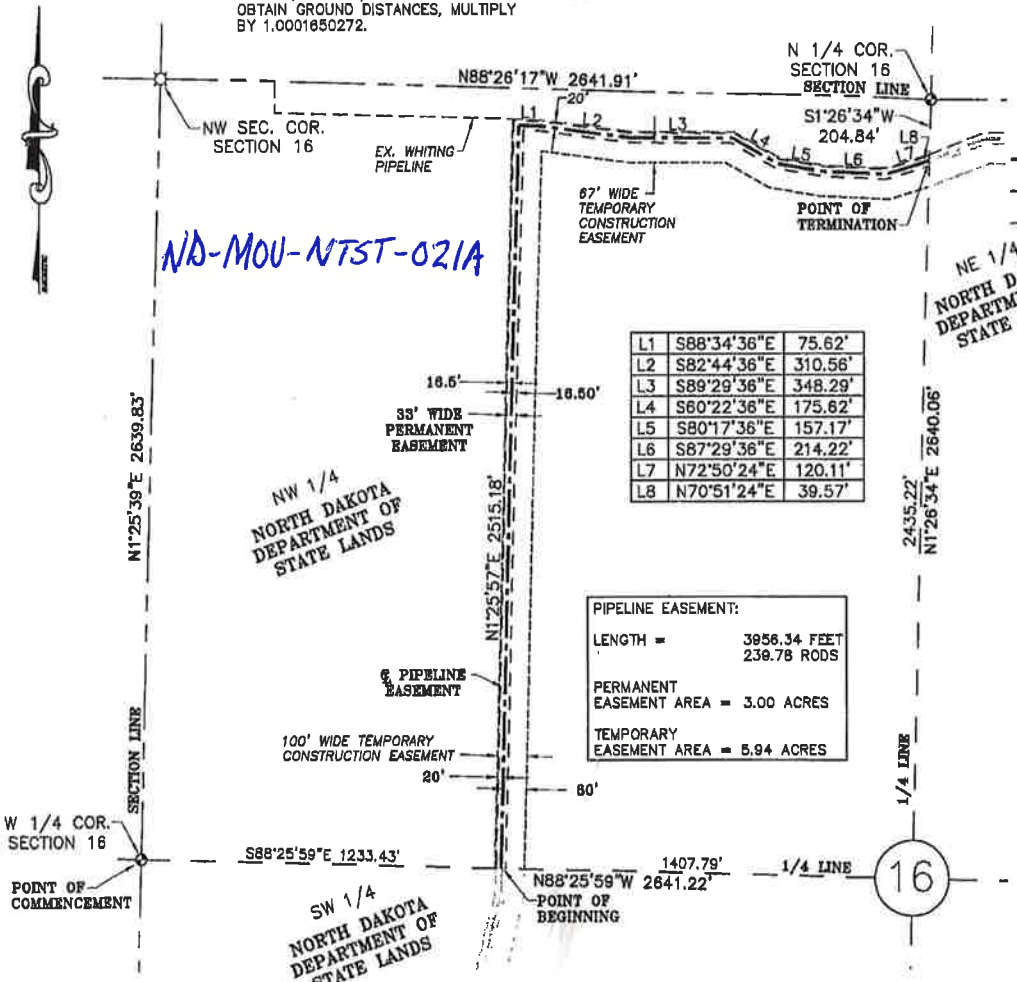
PIPELINE EASEMENT FOR SADDLE BUTTE PIPELINE, LLC

BEING A PORTION OF THE NORTH DAKOTA STATE SCHOOL TRUST LANDS, LYING IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 16, T 153 N, R 91 W, 5TH P.M., MOUNTRAIL COUNTY, NORTH DAKOTA

400 0 200 400
(IN FEET)
1 inch = 400 ft.

BASIS OF BEARINGS

BEARINGS AND DISTANCES SHOWN HEREON ARE GRID BEARINGS AND DISTANCES BASED ON THE NORTH DAKOTA STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. TO OBTAIN GROUND DISTANCES, MULTIPLY BY 1.0001650272.



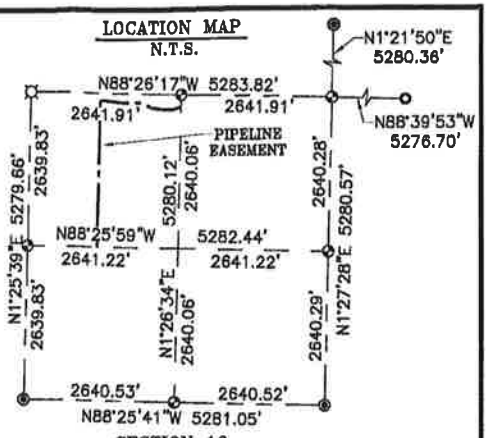
L1	S88°34'36"E	75.62'
L2	S82°44'36"E	310.56'
L3	S89°29'36"E	348.29'
L4	S80°22'36"E	175.62'
L5	S80°17'36"E	157.17'
L6	S87°29'36"E	214.22'
L7	N72°50'24"E	120.11'
L8	N70°51'24"E	39.57'

PIPELINE EASEMENT:
LENGTH = 3856.34 FEET 239.78 RODS
PERMANENT EASEMENT AREA = 3.00 ACRES
TEMPORARY EASEMENT AREA = 5.94 ACRES

LEGEND

- SET 5/8" X 18" REBAR W/CAP, STAMPED "K. MARTIN LS 7062"
- FOUND IRON WITH CAP, UNREADABLE
- FOUND REBAR WITH CAP, UNREADABLE
- FOUND 1" BAR IN CONCRETE
- PIPE CENTERLINE
- PERMANENT EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT

LOCATION MAP
N.T.S.



SECTION 16
T 153 N, R 91 W

SURVEYOR'S CERTIFICATE

I, Kevin J. Martin, a Licensed Land Surveyor in and for the State of North Dakota, do hereby certify that at the request of the North Dakota Department of State Lands and through Saddle Butte Pipeline, LLC, did complete a survey for the purpose of establishing a permanent pipeline easement located in the Northwest Quarter (NW 1/4) of Section 16, Township 153 North, Range 91 West of the 5th P.M., Mountrail County, North Dakota, said easement being comprised of a strip of land 33 feet in width, lying 16.50 feet on either side of the following described centerline:

LEGAL DESCRIPTION OF EASEMENT: Commencing at West Quarter Corner of said Section 16; thence along the East–West Quarter line of said section, S88°25'59"E, a distance of 1233.43 feet to the Point of Beginning; thence N1°25'57"E, a distance of 2515.18 feet; thence S88°34'36"E, a distance of 75.62 feet; thence S82°44'36"E, a distance of 310.56 feet, thence S89°29'36"E, a distance of 348.29 feet, thence S80°22'36"E, a distance of 175.62 feet, thence S80°17'36"E, a distance of 157.17 feet, thence S87°29'36"E, a distance of 214.22 feet, thence N72°50'24"E, a distance of 120.11 feet, thence N70°51'24"E, a distance of 39.57 feet to a Point of Termination on the North–South Quarter line of said section, said point being S1°26'34"W, a distance of 204.84 feet from the North Quarter Corner of said section.

The sidelines of said strip shall be lengthened or shortened so as to commence in the East–West Quarter line and terminate in the North–South Quarter line of said section.

Containing 3.00 acres, more or less.

Together with a temporary construction easement lying 20.00 feet westerly and 80.00 feet easterly of the above described centerline along the generally North–South segment and 67.00 feet southerly and adjacent to the southerly line of the generally East–West segment.

Said temporary easement to expire upon completion of construction of said pipeline, or five years from the date of conveyance, whichever comes first.

Said temporary easement contains 5.94 acres, more or less.

This Certificate is to the best of my knowledge and belief a true description of said survey. I hereby certify that I have executed this document this 5th day of March 2013.

Kevin J. Martin, L.S. # 7062

REGISTERED PROFESSIONAL LAND SURVEYOR * KEVIN J. MARTIN * LS-7062 DATE 3/5/13 * NORTH DAKOTA *

Prepared By:
BARTLETT & WEST
3456 E. Century Ave.
Bismarck, North Dakota 58503
701-258-1110
FAX 701-258-1111
www.bartwest.com

ROW #6531
Exhibit "A3"

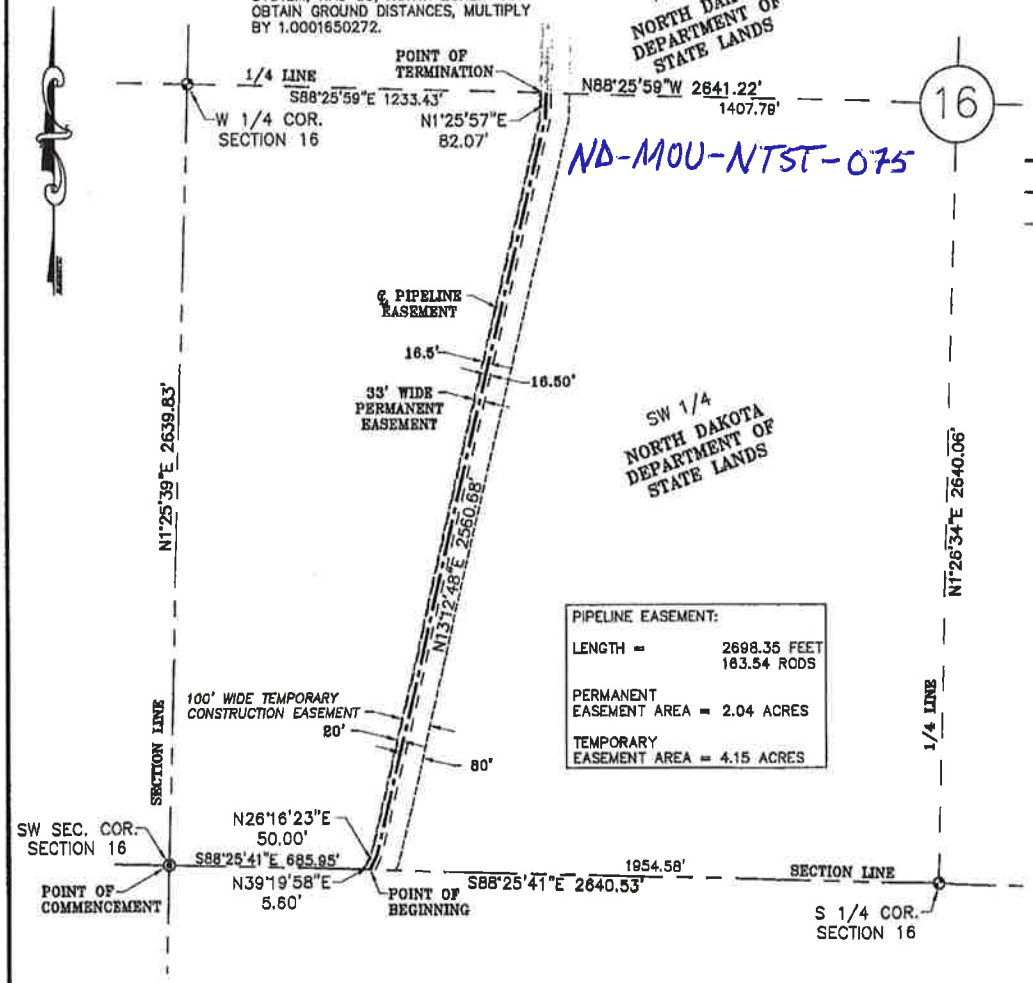
PIPELINE EASEMENT FOR SADDLE BUTTE PIPELINE, LLC

BEING A PORTION OF THE NORTH DAKOTA STATE SCHOOL TRUST LANDS, LYING IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, T 153 N, R 91 W, 5TH P.M., MOUNTRAIL COUNTY, NORTH DAKOTA

400 0 200 400
(IN FEET)
1 inch = 400 ft.

BASIS OF BEARINGS

BEARINGS AND DISTANCES SHOWN HEREON ARE GRID BEARINGS AND DISTANCES BASED ON THE NORTH DAKOTA STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. TO OBTAIN GROUND DISTANCES, MULTIPLY BY 1.0001650272.



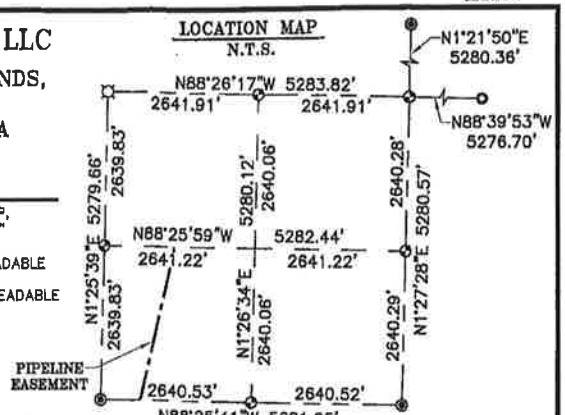
PIPELINE EASEMENT:

LENGTH =	2698.35 FEET 163.54 RODS
PERMANENT EASEMENT AREA =	2.04 ACRES
TEMPORARY EASEMENT AREA =	4.15 ACRES

LEGEND

- SET 5/8" X 18" REBAR W/CAP, STAMPED "K. MARTIN LS 7062"
- FOUND IRON WITH CAP, UNREADABLE
- FOUND REBAR WITH CAP, UNREADABLE
- FOUND 1" BAR IN CONCRETE
- PIPE CENTERLINE
- PERMANENT EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT

LOCATION MAP
N.T.S.



SECTION 16
T 153 N, R 91 W

SURVEYOR'S CERTIFICATE

I, Kevin J. Martin, a Licensed Land Surveyor in and for the State of North Dakota, do hereby certify that at the request of the North Dakota Department of State Lands and through Saddle Butte Pipeline, LLC, did complete a survey for the purpose of establishing a permanent pipeline easement located in the Southwest Quarter (SW 1/4) of Section 16, Township 153 North, Range 91 West of the 5th P.M., Mountrail County, North Dakota, said easement being comprised of a strip of land 33 feet in width, lying 16.50 feet on either side of the following described centerline:

LEGAL DESCRIPTION OF EASEMENT: Commencing at the Southwest Corner of said Section 16; thence along the South line of said section, S88°25'41"E, a distance of 685.95 feet to the Point of Beginning; thence N39°19'58"E, a distance of 5.60 feet; thence N26°16'23"E, a distance of 50.00 feet; thence N13°12'48"E, a distance of 2560.68 feet, thence N1°25'57"E, a distance of 82.07 feet to a Point of Termination on the East-West Quarter line of said section, said point being S88°25'59"E, a distance of 1233.43 feet from the West Quarter Corner of said section.

The sidelines of said strip shall be lengthened or shortened so as to commence in the South line and terminate in the East-West Quarter line of said section.

Containing 2.04 acres, more or less.

Together with a temporary construction easement lying 20.00 feet westerly and 60.00 feet easterly of the above described centerline.

Said temporary easement to expire upon completion of construction of said pipeline, or five years from the date of conveyance, whichever comes first.

Said temporary easement contains 4.15 acres, more or less.

This Certificate is to the best of my knowledge and belief a true description of said survey. I hereby certify that I have executed this document this 5th day of March, 2013.

Kevin J. Martin, L.S. # 7062

REGISTERED PROFESSIONAL LAND SURVEYOR
KEVIN J. MARTIN
LS-7062
DATE 3/5/13
NORTH DAKOTA

Prepared By:
BARTLETT & WEST
3456 E. Century Ave.
Bismarck, North Dakota 58503
701-258-1110
FAX 701-258-1111
www.bartwest.com

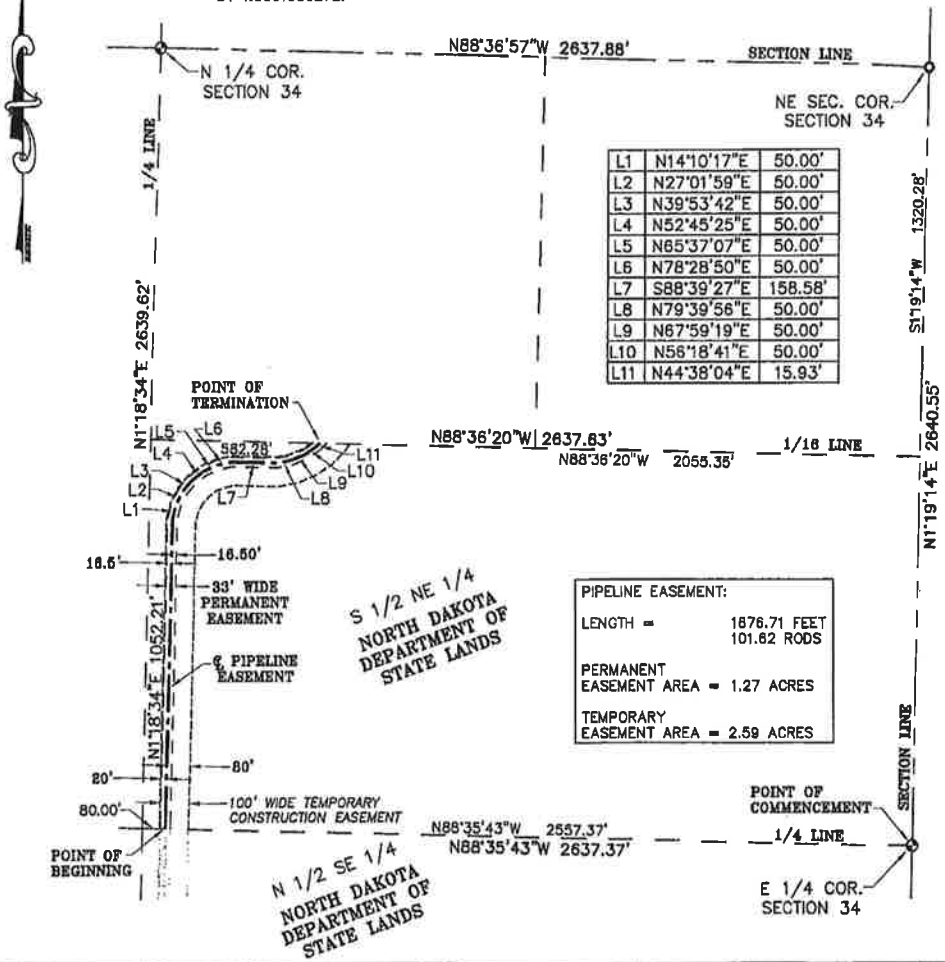
PIPELINE EASEMENT FOR SADDLE BUTTE PIPELINE, LLC

BEING A PORTION OF THE NORTH DAKOTA STATE SCHOOL TRUST LANDS, LYING IN THE SOUTH HALF OF THE NORTHEAST QUARTER (S 1/2 NE 1/4) OF SECTION 34, T 155 N, R 91 W, 5TH P.M., MOUNTRAIL COUNTY, NORTH DAKOTA

400 0 200 400
(IN FEET)
1 inch = 400 ft.

BASIS OF BEARINGS

BEARINGS AND DISTANCES SHOWN HEREON ARE GRID BEARINGS AND DISTANCES BASED ON THE NORTH DAKOTA STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. TO OBTAIN GROUND DISTANCES, MULTIPLY BY 1.0001650272.



L1	N14°10'17"E	50.00'
L2	N27°01'59"E	50.00'
L3	N39°53'42"E	50.00'
L4	N52°45'25"E	50.00'
L5	N65°37'07"E	50.00'
L6	N78°28'50"E	50.00'
L7	S88°39'27"E	158.58'
L8	N79°39'56"E	50.00'
L9	N67°59'19"E	50.00'
L10	N56°18'41"E	50.00'
L11	N44°38'04"E	15.93'

PIPELINE EASEMENT:

LENGTH = 1676.71 FEET (101.62 RODS)

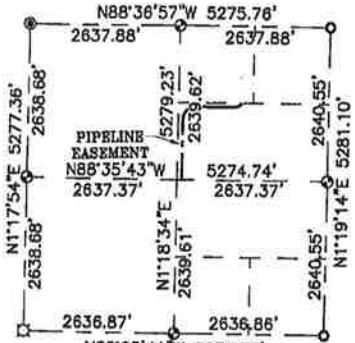
PERMANENT EASEMENT AREA = 1.27 ACRES

TEMPORARY EASEMENT AREA = 2.59 ACRES

LEGEND

- SET 5/8" X 18" REBAR W/CAP, STAMPED "K. MARTIN LS 7062"
- FOUND IRON WITH 2" ALUM CAP, UNREADABLE
- FOUND REBAR WITH CAP, UNREADABLE
- FOUND 1" BAR IN CONCRETE
- PIPE CENTERLINE
- PERMANENT EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT

LOCATION MAP
N.T.S.



SURVEYOR'S CERTIFICATE

I, Kevin J. Martin, a Licensed Land Surveyor in and for the State of North Dakota, do hereby certify that at the request of the North Dakota Department of State Lands and through Saddle Butte Pipeline, LLC, did complete a survey for the purpose of establishing a permanent pipeline easement located in the South Half of the Northeast Quarter (S 1/2 NE 1/4) of Section 34, Township 155 North, Range 91 West of the 5th P.M., Mountrail County, North Dakota, said easement being comprised of a strip of land 33 feet in width, lying 16.50 feet on either side of the following described centerline:

LEGAL DESCRIPTION OF EASEMENT: Commencing at the East Quarter Corner of said Section 34; thence along the East–West Quarter line of said section, N88°35'43"W, a distance of 2557.37 feet to the Point of Beginning; thence N1°18'34"E, a distance of 1052.21 feet; thence N14°10'17"E, a distance of 50.00 feet; thence N27°01'59"E, a distance of 50.00 feet, thence N39°53'42"E, a distance of 50.00 feet; thence N52°45'25"E, a distance of 50.00 feet; thence N65°37'07"E, a distance of 50.00 feet; thence N78°28'50"E, a distance of 50.00 feet; thence S88°39'27"E, a distance of 158.58 feet; thence N79°39'56"E, a distance of 50.00 feet; thence N67°59'19"E, a distance of 50.00 feet; thence N56°18'41"E, a distance of 50.00 feet; thence N44°38'04"E, a distance of 15.93 feet to a Point of Termination on the East–West Sixteenth line of said Quarter Section, said point being S1°19'14"W, a distance of 1320.28 feet and N88°36'20"W, a distance of 2055.35 feet from the Northeast Corner of said section.

The sidelines of said strip shall be lengthened or shortened so as to commence in the East–West Quarter line of said section and terminate in the East–West Sixteenth line of said quarter section.

Containing 1.27 acres, more or less.

Together with a temporary construction easement lying 20.00 feet westerly and 80.00 feet easterly of the above described centerline.

Said temporary easement to expire upon completion of construction of said pipeline, or five years from the date of conveyance, whichever comes first.

Said temporary easement contains 2.59 acres, more or less.

This Certificate is to the best of my knowledge and belief a true description of said survey. I hereby certify that I have executed this document this 5th day of March, 2013.

Kevin J. Martin, L.S. # 7062

REGISTERED PROFESSIONAL LAND SURVEYOR
KEVIN J. MARTIN
LS-7062
DATE 3/5/13
NORTH DAKOTA

Prepared By:
BARTLETT & WEST
3456 E. Century Ave.
Bismarck, North Dakota 58503
701-258-1110
FAX 701-258-1111
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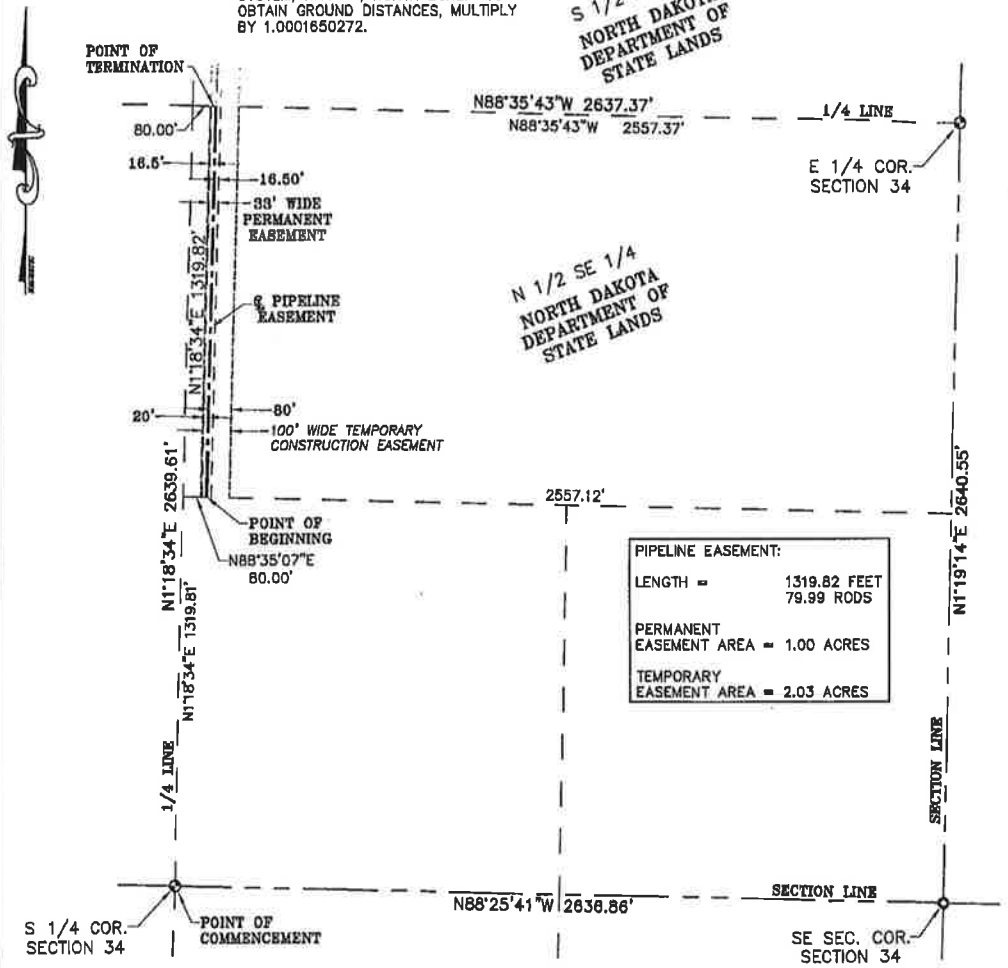
PIPELINE EASEMENT FOR SADDLE BUTTE PIPELINE, LLC

BEING A PORTION OF THE NORTH DAKOTA STATE SCHOOL TRUST LANDS, LYING IN THE NORTH HALF OF THE SOUTHEAST QUARTER (N 1/2 SE 1/4) OF SECTION 34, T 155 N, R 91 W, 5TH P.M., MOUNTRAIL COUNTY, NORTH DAKOTA

400 0 200 400
(IN FEET)
1 inch = 400 ft.

BASIS OF BEARINGS

BEARINGS AND DISTANCES SHOWN HEREON ARE GRID BEARINGS AND DISTANCES BASED ON THE NORTH DAKOTA STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. TO OBTAIN GROUND DISTANCES, MULTIPLY BY 1.0001650272.



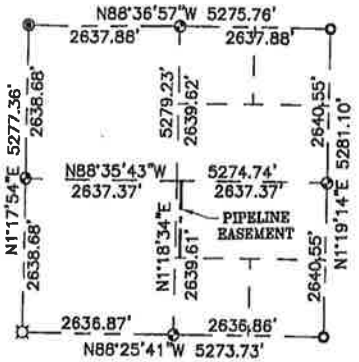
PIPELINE EASEMENT:

LENGTH =	1319.82 FEET 79.99 RODS
PERMANENT EASEMENT AREA =	1.00 ACRES
TEMPORARY EASEMENT AREA =	2.03 ACRES

LEGEND

- SET 5/8" X 18" REBAR W/CAP, STAMPED "K. MARTIN LS 7062"
- FOUND IRON WITH 2" ALUM CAP, UNREADABLE
- FOUND REBAR WITH CAP, UNREADABLE
- FOUND 1" BAR IN CONCRETE
- PIPE CENTERLINE
- PERMANENT EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT

LOCATION MAP
N.T.S.



SURVEYOR'S CERTIFICATE

I, Kevin J. Martin, a Licensed Land Surveyor in and for the State of North Dakota, do hereby certify that at the request of the North Dakota Department of State Lands and through Saddle Butte Pipeline, LLC, did complete a survey for the purpose of establishing a permanent pipeline easement located in the North Half of the Southeast Quarter (N 1/2 SE 1/4) of Section 34, Township 155 North, Range 91 West of the 5th P.M., Mountrail County, North Dakota, said easement being comprised of a strip of land 33 feet in width, lying 16.50 feet on either side of the following described centerline:

LEGAL DESCRIPTION OF EASEMENT: Commencing at the South Quarter Corner of said Section 34; thence along the North–South Quarter line of said section, N1°18'34"E, a distance of 1319.81 feet; thence along the East–West Sixteenth line of said Quarter Section, N88°35'07"E, a distance of 80.00 feet to the Point of Beginning; thence N1°18'34"E, a distance of 1319.82 feet to a Point of Termination on the East–West Quarter line of said section, said point being N88°35'43"W, a distance of 2557.37 feet from the East Quarter Corner of said section.

The sidelines of said strip shall be lengthened or shortened so as to commence in the South line and terminate in the East–West Quarter line of said section.

Containing 1.00 acres, more or less.

Together with a temporary construction easement lying 20.00 feet westerly and 80.00 feet easterly of the above described centerline.

Said temporary easement to expire upon completion of construction of said pipeline, or five years from the date of conveyance, whichever comes first.

Said temporary easement contains 2.03 acres, more or less.

This Certificate is to the best of my knowledge and belief a true description of said survey. I hereby certify that I have executed this document this 5th day of March, 2013.

Kevin J. Martin, L.S. # 7062

REGISTERED PROFESSIONAL LAND SURVEYOR
KEVIN J. MARTIN
LS-7062
DATE 3/5/13
NORTH DAKOTA

Prepared By:
BARTLETT & WEST
3456 E. Century Ave.
Bismarck, North Dakota 58503
701-258-1110
FAX 701-258-1111
www.bartwest.com

NORTH DAKOTA
BOARD OF UNIVERSITY & SCHOOL LANDS
(ND Department of Trust Lands)

Native Grass Seeding Specifications

Species	lbs. PLS*/acre
Western wheatgrass	8
Slender wheatgrass	5
Green needlegrass	4
Side-oats grama	2
	19

*PLS - Pure Live Seed (based on 50 PLS/sq. feet)

1. The seed bed should be firmly packed (footprints left in the soil should be less than 1/2 inch deep).

2. An early spring seeding (before May 24th) is preferred. A dormant fall seeding (after October 20th) is acceptable.

3. A cover crop of oats at 10 lbs. PLS/acre must be seeded on the disturbed area.

4. A drill designed specifically for native grass seeding will give the best seeding results. The seed should be planted at a depth of 1/2 to 1 inch. Precaution must be taken not to plant the seed too deeply in the soil or poor germination will result.

5. On areas where equipment cannot be used, broadcast seed and rake or drag to cover seed. Where seed is broadcast, double the seeding rate.

6. Use only North Dakota certified seed.

Caution: Be sure to clean out the drill before seeding to avoid any contamination with smooth brome grass or crested wheatgrass that may remain in the drill from previous use on private land. These are invasive grasses in native prairie and are not allowed on school trust lands. Contamination with or use of crested wheatgrass or smooth brome will result in the applicant being required to spray out the grass and reseed with the above native grass seed mixture. Sweet clover and alfalfa are also not allowed -- only the above native grass seed mixture may be used for revegetation on school trust land.

North Dakota Department of Transportation

UTILITY OCCUPANCY APPLICATION AND PERMIT

North Dakota Department of Transportation, Design Division
SFN 7995 (Rev. 11-2012)

Document Number 72262	(FOR STATE USE ONLY)	Permit Number 7-8-145,3144

APPLICANT INFORMATION

Prepared Company Name: **Bartlett & West**			Prepared by: James Landenberger	
Owner of Facility: **Saddle Butte Assets, LLC**	City: **Durango**		State: **CO**	Zip Code: **81301**
Mailing Address: **858 Main Ave., Suite 301**				Telephone Number: **(907) 375-3150**
Owner's Agent: **Bartlett & West**	City: **Bismarck**	State: **ND**	Zip Code: **58503**	Telephone Number: **(701) 258-1110**
Owner's Contractor	City		State	Telephone Number

TYPE OF FACILITY (Complete appropriate spaces only.)

Description of Proposed Facility
Three crude oil pipeline crossings for ND Hwy 8, south of Stanley. The pipeline will be installed via the boring method.

Size of Facility: **8"**	Number of Cables	Length of Down Guys
Pipeline Pressure: **1480 psi**	Size of Casing	Length of Casing
Location of Pole(s)	Location of Appurtenances	Location - Others

TERMS AND CONDITIONS: Installation and maintenance of said facilities on highway right of way shall be subject to the North Dakota Department of Transportation's (NDDOT's) *"A Policy for Accommodation of Utilities on State Highway Right of Way"*, current edition, and the following terms and conditions, attached hereto and made a part hereof.

(A) Installation/maintenance of said facilities shall be done in a manner satisfactory to the NDDOT district engineer,

(B) Owner shall notify the NDDOT district engineer forty-eight (48) hours prior to installing, maintaining, relocating, or removing said facilities. All disturbed areas shall be restored to their original condition in a manner satisfactory to the NDDOT district engineer.

(C) The owner shall be required to wear an ANSI/ISEA 107-2004 Class II height visibility garment while within the highway right-of-way as per the requirements of 23 CFR 634.

(D) Owner shall repair or replace highway structures and appurtenances, and any existing facilities located on, over, or under highway right of way,which may be damaged as a result of the installation and maintenance of said facilities on highway right of way.

(E) The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.

(F) Owner shall promptly remove said facilities from highway right of way, or shall relocate or adjust said facilities, at its sole cost and expense when requested to do so by NDDOT.

(G) NDDOT specifically reserves the right to revoke, or change the terms and conditions of, this Permit with or without cause and upon notice to the Owner.

(H) The Owner, for him or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person, on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person, on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, (3) that the Owner shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the NDDOT shall have the right to terminate this Permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said Permit had never been made or issued.

**The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.

(I) The installation shall be completed on or before September 15, 2013

Company Name	Owner's Name (Please Print)
Bartlett & West	Saddle Butte Assets, LLC

2/18/2013 — DATE

James Landenberger — OWNER'S SIGNATURE

The Owner is hereby granted permission to install and maintain the facilities applied for, as shown on the plans attached hereto and made a part hereof.
Approved by NDDOT this 26 day of Feb, 20 13.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Walter A Peterson
DISTRICT ENGINEER (TYPE OR PRINT)

SIGNATURE

LOCATION NO. _____ (FOR STATE USE ONLY) Begin Ref. Point 145.3144 End Ref. Point _____

Highway No. 8 ☐ Along or ☒ Across Lanes of traffic ☒ 2 ☐ 4
Direction ☒ N ☐ S ☐ E ☐ W Begin 1,660 feet from reference marker 145
Direction ☒ N ☐ S ☐ E ☐ W End 1,660 feet from reference marker 145
☐ N ☒ S ☐ E ☐ W from city of Stanley or _____ miles from junction highway _____

LOCATION NO. _____ (FOR STATE USE ONLY) Begin Ref. Point 146.6049 End Ref. Point _____

Highway No. 8 ☐ Along or ☒ Across Lanes of traffic ☒ 2 ☐ 4
Direction ☒ N ☐ S ☐ E ☐ W Begin 3,194 feet from reference marker 146
Direction ☒ N ☐ S ☐ E ☐ W End 3,194 feet from reference marker 146
☐ N ☒ S ☐ E ☐ W from city of Stanley or _____ miles from junction highway _____

LOCATION NO. _____ (FOR STATE USE ONLY) Begin Ref. Point 149.4002 End Ref. Point _____

Highway No. 8 ☐ Along or ☒ Across Lanes of traffic ☒ 2 ☐ 4
Direction ☒ N ☐ S ☐ E ☐ W Begin 2,113 feet from reference marker 149
Direction ☒ N ☐ S ☐ E ☐ W End 2,113 feet from reference marker 149
☐ N ☒ S ☐ E ☐ W from city of Stanley or _____ miles from junction highway _____

LOCATION NO. _____ (FOR STATE USE ONLY) Begin Ref. Point _____ End Ref. Point _____

Highway No. _____ ☐ Along or ☐ Across Lanes of traffic ☐ 2 ☐ 4
Direction ☐ N ☐ S ☐ E ☐ W Begin _____ feet from reference marker _____
Direction ☐ N ☐ S ☐ E ☐ W End _____ feet from reference marker _____
☐ N ☐ S ☐ E ☐ W from city of _____ or _____ miles from junction highway _____

LOCATION NO. _____ (FOR STATE USE ONLY) Begin Ref. Point _____ End Ref. Point _____

Highway No. _____ ☐ Along or ☐ Across Lanes of traffic ☐ 2 ☐ 4
Direction ☐ N ☐ S ☐ E ☐ W Begin _____ feet from reference marker _____
Direction ☐ N ☐ S ☐ E ☐ W End _____ feet from reference marker _____
☐ N ☐ S ☐ E ☐ W from city of _____ or _____ miles from junction highway _____

LOCATION NO. _____ (FOR STATE USE ONLY) Begin Ref. Point _____ End Ref. Point _____

Highway No. _____ ☐ Along or ☐ Across Lanes of traffic ☐ 2 ☐ 4
Direction ☐ N ☐ S ☐ E ☐ W Begin _____ feet from reference marker _____
Direction ☐ N ☐ S ☐ E ☐ W End _____ feet from reference marker _____
☐ N ☐ S ☐ E ☐ W from city of _____ or _____ miles from junction highway _____

INTERSTATE HIGHWAYS - Applicant's description of the proposed method of ingress and egress to and from interstate right of way, as attached to the plan.

UTILITY OCCUPANCY APPLICATION AND PERMIT

North Dakota Department of Transportation, Design Division
SFN 7995 (Rev. 11-2012)

Document Number 72306	(FOR STATE USE ONLY)	Permit Number 7-23-52.4964

APPLICANT INFORMATION

Prepared Company Name **Bartlett & West**			Prepared by James Landenberger	
Owner of Facility Targa Assets, LLC	City Houston		State TX	Zip Code 77002
Mailing Address 1000 Louisiana, Suite 4300				Telephone Number (713) 584-1426
Owner's Agent **Bartlett & West**	City **Bismarck**	State **ND**	Zip Code **58503**	Telephone Number **(701) 258-1110**
Owner's Contractor	City		State	Telephone Number

TYPE OF FACILITY (Complete appropriate spaces only.)

Description of Proposed Facility
~~Three crude oil pipeline crossings for ND Hwy 8, south of Stanley.~~ The pipeline will be installed via the boring method.
One crude oil pipeline crossing for ND Hwy 23 near New Town.

Size of Facility **8"**	Number of Cables	Length of Down Guys
Pipeline Pressure **1480 psi**	Size of Casing	Length of Casing
Location of Pole(s)	Location of Appurtenances	Location - Others

TERMS AND CONDITIONS: Installation and maintenance of said facilities on highway right of way shall be subject to the North Dakota Department of Transportation's (NDDOT's)*"A Policy for Accommodation of Utilities on State Highway Right of Way"*, current edition, and the following terms and conditions, attached hereto and made a part hereof.

(A) Installation/maintenance of said facilities shall be done in a manner satisfactory to the NDDOT district engineer,

(B) Owner shall notify the NDDOT district engineer forty-eight (48) hours prior to installing, maintaining, relocating, or removing said facilities. All disturbed areas shall be restored to their original condition in a manner satisfactory to the NDDOT district engineer.

(C) The owner shall be required to wear an ANSI/ISEA 107-2004 Class II height visibility garment while within the highway right-of-way as per the requirements of 23 CFR 634.

(D) Owner shall repair or replace highway structures and appurtenances, and any existing facilities located on, over, or under highway right of way,which may be damaged as a result of the installation and maintenance of said facilities on highway right of way.

(E) The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.

(F) Owner shall promptly remove said facilities from highway right of way, or shall relocate or adjust said facilities, at its sole cost and expense when requested to do so by NDDOT.

(G) NDDOT specifically reserves the right to revoke, or change the terms and conditions of, this Permit with or without cause and upon notice to the Owner.

(H) The Owner, for him or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person, on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person, on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, (3) that the Owner shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the NDDOT shall have the right to terminate this Permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said Permit had never been made or issued.

**The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.

(I) The installation shall be completed on or before September 15, 20 13

Company Name	Owner's Name (Please Print)
Bartlett & West	Saddle Butte Assets, LLC

4/30/2013
DATE

James Landenberger
OWNER'S SIGNATURE

The Owner is hereby granted permission to install and maintain the facilities applied for, as shown on the plans attached hereto and made a part hereof.
Approved by NDDOT this 10 day of May, 20 13.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

WALTER A. PETERSON
DISTRICT ENGINEER (TYPE OR PRINT)

SIGNATURE

LOCATION NO. _____ (FOR STATE USE ONLY) Begin Ref. Point 52.4964 End Ref. Point _____

Highway No. 23 ☐ Along or ☒ Across Lanes of traffic ☒ 2 ☐ 4

Direction ☐ N ☐ S ☒ E ☐ W Begin 2,621 feet from reference marker 52

Direction ☐ N ☐ S ☒ E ☐ W End 2,621 feet from reference marker 52

☐ N ☐ S ☒ E ☐ W from city of New Town or _____ miles from junction highway _____

LOCATION NO. _____ (FOR STATE USE ONLY) Begin Ref. Point _____ End Ref. Point _____

Highway No. _____ ☐ Along or ☐ Across Lanes of traffic ☐ 2 ☐ 4

Direction ☐ N ☐ S ☐ E ☐ W Begin _____ feet from reference marker _____

Direction ☐ N ☐ S ☐ E ☐ W End _____ feet from reference marker _____

☐ N ☐ S ☐ E ☐ W from city of _____ or _____ miles from junction highway _____

LOCATION NO. _____ (FOR STATE USE ONLY) Begin Ref. Point _____ End Ref. Point _____

Highway No. _____ ☐ Along or ☐ Across Lanes of traffic ☐ 2 ☐ 4

Direction ☐ N ☐ S ☐ E ☐ W Begin _____ feet from reference marker _____

Direction ☐ N ☐ S ☐ E ☐ W End _____ feet from reference marker _____

☐ N ☐ S ☐ E ☐ W from city of _____ or _____ miles from junction highway _____

LOCATION NO. _____ (FOR STATE USE ONLY) Begin Ref. Point _____ End Ref. Point _____

Highway No. _____ ☐ Along or ☐ Across Lanes of traffic ☐ 2 ☐ 4

Direction ☐ N ☐ S ☐ E ☐ W Begin _____ feet from reference marker _____

Direction ☐ N ☐ S ☐ E ☐ W End _____ feet from reference marker _____

☐ N ☐ S ☐ E ☐ W from city of _____ or _____ miles from junction highway _____

LOCATION NO. _____ (FOR STATE USE ONLY) Begin Ref. Point _____ End Ref. Point _____

Highway No. _____ ☐ Along or ☐ Across Lanes of traffic ☐ 2 ☐ 4

Direction ☐ N ☐ S ☐ E ☐ W Begin _____ feet from reference marker _____

Direction ☐ N ☐ S ☐ E ☐ W End _____ feet from reference marker _____

☐ N ☐ S ☐ E ☐ W from city of _____ or _____ miles from junction highway _____

LOCATION NO. _____ (FOR STATE USE ONLY) Begin Ref. Point _____ End Ref. Point _____

Highway No. _____ ☐ Along or ☐ Across Lanes of traffic ☐ 2 ☐ 4

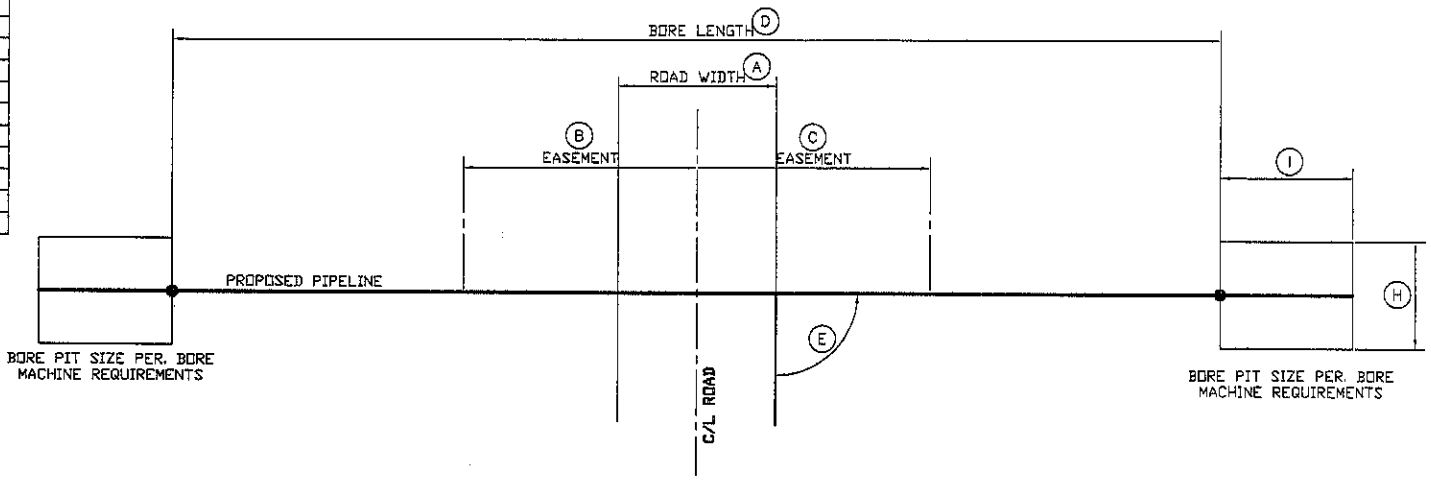
Direction ☐ N ☐ S ☐ E ☐ W Begin _____ feet from reference marker _____

Direction ☐ N ☐ S ☐ E ☐ W End _____ feet from reference marker _____

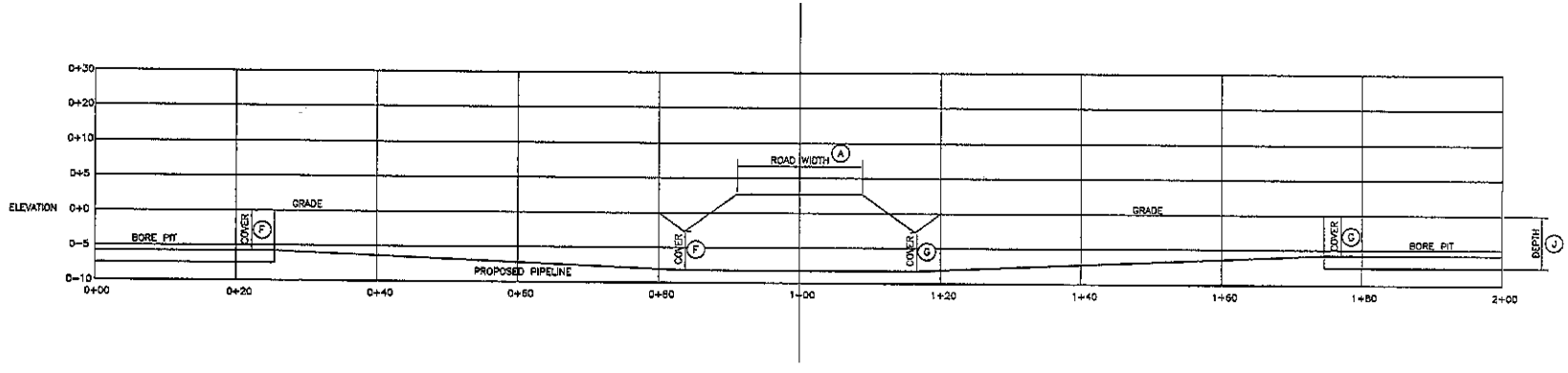
☐ N ☐ S ☐ E ☐ W from city of _____ or _____ miles from junction highway _____

INTERSTATE HIGHWAYS - Applicant's description of the proposed method of ingress and egress to and from interstate right of way, as attached to the plan.

TYPICAL CROSSING DETAIL		
	DESCRIPTION	DIMENSION
A	ROAD WIDTH	26 ft
B	EASEMENT R	33 Ft
C	EASEMENT L	33 Ft
D	BORE LENGTH	APROX. 200 ft
E	CROSSING ANGLE	90 deg
F	DEPTH OF COVER	6'-0" min
G	DEPTH OF COVER	6'-0" min
H	PIT WIDTH	25'-0"
I	PIT LENGTH	18'-0"
J	PIT DEPTH	7'-0"

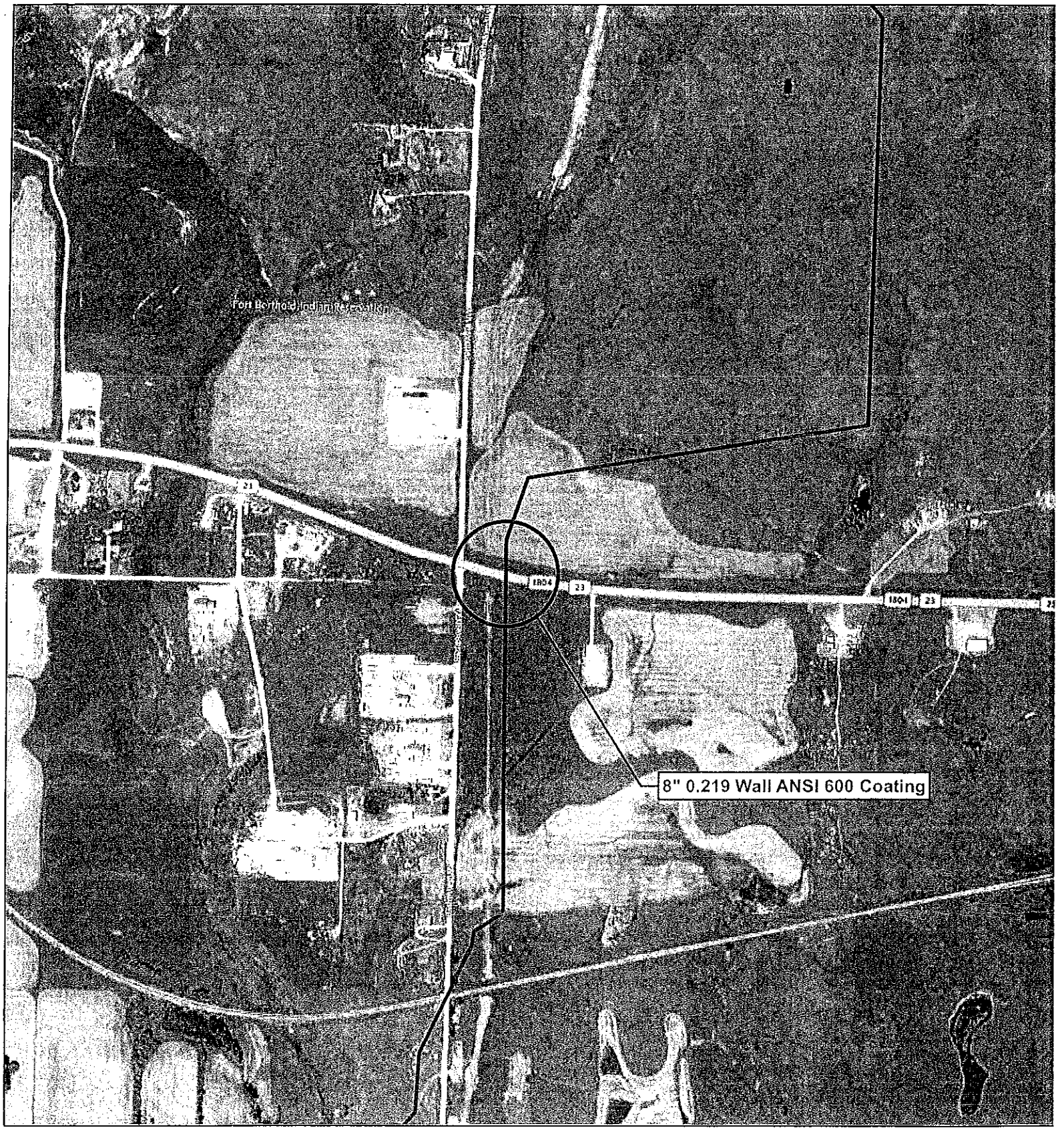


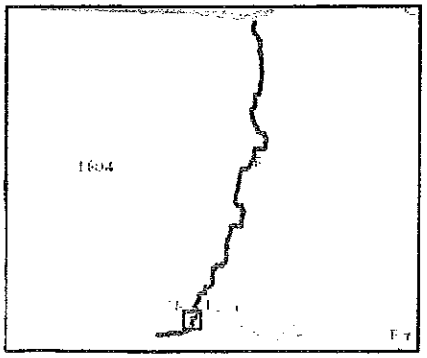
PLAN VIEW



SECTION VIEW

	DESIGNED BY: MMP DRAWN BY: MMP CHECKED BY: MMP PROJECT ENGR:	BARTLETT & WEST SERVICE. THE BARTLETT & WEST WAY.	TYPICAL PIPELINE CROSSING	PROJ NO: CONST PROJ: SCALE: 1 = 1' DATE:	DRAWING NO: SHEET NO: 1





Targa, LLC
New Town to Stanley
Hwy. 23 Crossing

NORTH

0 375 750 1,125 1,500 Feet

TARGA
Targa Assets LLC
BARTLETT & WEST

BARTLETT & WEST

SERVICE. THE BARTLETT & WEST WAY.

May 3, 2013

Mr. Walt Peterson
ND Department of Transportation – Williston District
605 Dakota Parkway West, P.O. Box 698
Williston, ND 58802

Re: Targa Assets, LLC Utility Permit

Dear Sir:

Targa Assets, LLC with headquarters located in Houston, Texas hereby respectfully makes a request to the North Dakota Department of Transportation (NDDOT), for authorization for the construction or laying of crude oil pipelines across public rights-of-way in Mountrail County, North Dakota. The proposed Project, called the New Town to Stanley Line, is a crude oil and natural gas pipeline system consisting of approximately 32 total miles of 8-inch diameter welded steel pipeline in Mountrail County. The pipeline has one crossing through NDDOT rights-of-way, which are crossing State Highway 23. The pipeline is in the design phase with a general location shown on the attached map. Start of construction is anticipated in spring of 2013, but is dependent upon permitting, ROW acquisition, and other developmental activities. The construction completion date is currently anticipated for summer of 2013.

Enclosed is the NDDOT Utility Occupancy Application and Permit version 04-2011 with an attached map that shows the proposed route crossings and a pipeline crossing plan-and-profile. Regarding the NDDOT's Permit application, the permit asks for the owner's contractor. Targa respectfully requests that the NDDOT allow for conditional approval of this permit based on the fact that the contractor's information is not currently known, but will be provided before the start of construction. Targa will bore the Highway 23 crossings as required by the NDDOT Permit. Due to cathodic protection concerns, Targa requests that a "slick bore" with pipe wall thicknesses of 0.219 inches for the 8-inch diameter pipe be used for these crossings in lieu of a cased bore. Also, please advise if the NDDOT envisions or is planning any road improvements or modifications in these areas that would possibly impact the proposed pipeline.

If you have any questions or require additional information, please call me at 701-221-8332 or email at james.landenberger@bartwest.com. Also, please contact me if you would like to meet with a surveyor and/or a Bartlett & West representative out in the field

Please send the response to this permit application to James Landenberger at Bartlett and West at the address noted on this cover letter. Thank you for your time and attention to this matter.

Sincerely,

James Landenberger

James Landenberger, P.E.
Project Manager
Bartlett & West, Inc.

Enclosures

3456 E CENTURY AVENUE ■ BISMARCK ND 58503-0737
701.258.1110 ■ FAX 701.258.1111 ■ 800.474.4117
WWW.BARTWEST.COM

North Dakota Department of Health

NORTH DAKOTA
DEPARTMENT *of* HEALTH

ENVIRONMENTAL HEALTH SECTION
Gold Seal Center, 918 E. Divide Ave.
Bismarck, ND 58501-1947
701.328.5200 (fax)
www.ndhealth.gov

September 25, 2013

FILE

Ms. Melanie Roberts
Targa Badlands, LLC
1000 Louisiana Street, Ste 4300
Houston, TX 77002

Re: Air Pollution Control
Permit to Construct

Dear Ms. Roberts:

Pursuant to the Air Pollution Control Rules of the State of North Dakota, the Department of Health has completed final review of your application to obtain a Permit to Construct for the Stanley Crude Oil Terminal located in Mountrail County, North Dakota.

Based on the results of the documents reviewed, this Department hereby issues the enclosed North Dakota Air Pollution Control Permit to Construct No. PTC13071.

Please advise the Department within 15 days after completing the project to allow for an inspection by the Department.

Note that the above-referenced permit addresses only air quality requirements applicable to your facility. Other divisions (Water Quality, Waste Management and Municipal Facilities) within the Environmental Health Section may have additional requirements. Contact information for the various divisions is listed at the bottom of this letter.

If you have any questions regarding air quality, please contact me at (701)328-5188.

Sincerely,

Craig D. Thorstenson
Environmental Engineer
Division of Air Quality

CDT:saj
Enc:

NORTH DAKOTA
DEPARTMENT of HEALTH

ENVIRONMENTAL HEALTH SECTION
Gold Seal Center, 918 E. Divide Ave.
Bismarck, ND 58501-1947
701.328.5200 (fax)
www.ndhealth.gov

AIR POLLUTION CONTROL
PERMIT TO CONSTRUCT

Pursuant to Chapter 23-25 of the North Dakota Century Code, and the Air Pollution Control Rules of the State of North Dakota (Article 33-15 of the North Dakota Administrative Code), and in reliance on statements and representations heretofore made by the owner designated below, a Permit to Construct is hereby issued authorizing such owner to construct and initially operate the source unit(s) at the location designated below. This Permit to Construct is subject to all applicable rules and orders now or hereafter in effect of the North Dakota Department of Health and to any conditions specified below:

I. General Information:

A. Permit to Construct Number: PTC13071

B. Source:

1. Name: Targa Badlands, LLC
   Stanley Crude Oil Terminal
2. Location: NE ¼, SW ¼, Sec. 27, T156N, R91W
   Mountrail County, North Dakota
3. Source Type: Crude Oil Storage Facility
4. Equipment at the Facility:

Emission Unit Description	Emission Unit (EU)	Emission Point (EP)	Air Pollution Control Equipment
One 25,000 barrel crude oil storage tank	1	1	Submerged Fill Pipe; Internal Floating Roof

C. Owner/Operator (Permit Applicant):

1. Name: Targa Badlands, LLC
2. Address: 1000 Louisiana Street, Ste. 4300
   Houston, TX 77002
3. Application Date: September 9, 2013

II. **Conditions**: This Permit to Construct allows the construction and initial operation of the above-mentioned new or modified equipment at the source. The source may be operated under this Permit to Construct until a Permit to Operate is issued unless this permit is suspended or revoked. The source is subject to all applicable rules, regulations, and orders now or hereafter in effect of the North Dakota Department of Health and to the conditions specified below.

A. **New Source Performance Standards (NSPS) for Storage Tank(s)**: The owner/operator shall operate the storage tank in accordance with the following applicable requirement(s):

- 40 CFR Part 60, Subpart Kb - Standards of Performance for Volatile Organic Liquid Storage Vessels (including Petroleum Liquid Storage Vessels) for which Construction, Reconstruction or Modification Commenced after July 23, 1984, as incorporated by reference into NDAC Chapter 33-15-12.

B. **Construction**: Construction of the above described facility shall be in accordance with information provided in the permit application as well as any plans, specifications and supporting data submitted to the Department. The Department shall be notified ten days in advance of any significant deviations from the specifications furnished. The issuance of this Permit to Construct may be suspended or revoked if the Department determines that a significant deviation from the plans and specifications furnished has been or is to be made.

Any violation of a condition issued as part of this permit to construct as well as any construction which proceeds in variance with any information submitted in the application, is regarded as a violation of construction authority and is subject to enforcement action.

C. **Startup Notice**: A notification of the actual date of initial startup shall be submitted to the Department within 15 days after the date of initial startup.

D. **Permit Invalidation**: This permit shall become invalid if construction is not commenced within eighteen months after issuance of such permit, if construction is discontinued for a period of eighteen months or more; or if construction is not completed within a reasonable time.

E. **Fugitive Emissions**: The release of fugitive emissions shall comply with the applicable requirements in NDAC 33-15-17.

F. **Annual Emission Inventory/Annual Production Reports**: The owner/operator shall submit an annual emission inventory report or an annual production report, upon request, on forms supplied or approved by the Department.

G. **Source Operations**: Operations at the installation shall be in accordance with statements, representations, procedures and supporting data contained in the initial application, and any supplemental information or application(s) submitted thereafter. Any operations not listed in this permit are subject to all applicable North Dakota Air Pollution Control Rules.

H. **Alterations, Modifications or Changes**: Any alteration, repairing, expansion, or change in the method of operation of the source which results in the emission of an additional type or greater amount of air contaminants or which results in an increase in the ambient concentration of any air contaminant, must be reviewed and approved by the Department prior to the start of such alteration, repairing, expansion or change in the method of operation.

I. **Recordkeeping**: The owner/operator shall maintain any compliance monitoring records required by this permit or applicable requirements. The owner/operator shall retain records of all required monitoring data and support information for a period of at least five years from the date of the monitoring sample, measurement, report or application. Support information may include all calibration and maintenance records and all original strip-chart recordings/computer printouts for continuous monitoring instrumentation, and copies of all reports required by the permit.

J. **Nuisance or Danger**: This permit shall in no way authorize the maintenance of a nuisance or a danger to public health or safety.

K. **Malfunction Notification**: The owner/operator shall notify the Department of any malfunction which can be expected to last longer than twenty-four hours and can cause the emission of air contaminants in violation of applicable rules and regulations.

L. **Operation of Air Pollution Control Equipment**: The owner/operator shall maintain and operate all air pollution control equipment in a manner consistent with good air pollution control practice for minimizing emissions.

M. **Transfer of Permit to Construct**: The holder of a permit to construct may not transfer such permit without prior approval from the Department.

N. **Right of Entry**: Any duly authorized officer, employee or agent of the North Dakota Department of Health may enter and inspect any property, premise or place at which the source listed in Item I.B of this permit is located at any time for the purpose of ascertaining the state of compliance with the North Dakota Air Pollution Control Rules. The Department may conduct tests and take samples of air contaminants, fuel, processing material, and other materials which affect or may affect emissions of air contaminants from any source. The Department shall have the right to access and copy any records required by the Department's rules and to inspect monitoring equipment located on the premises.

O. **Other Regulations**: The owner/operator of the source unit(s) described in Item I.B of this permit shall comply with all State and Federal environmental laws and rules. In addition, the owner/operator shall comply with all local burning, fire, zoning, and other applicable ordinances, codes, rules and regulations.

P. **Permit Issuance**: This permit is issued in reliance upon the accuracy and completeness of the information set forth in the application. Not withstanding the tentative nature of this information, the conditions of this permit herein become, upon the effective date of this permit, enforceable by the Department pursuant to any remedies it now has, or may in the future have, under the North Dakota Air Pollution Control Law, NDCC Chapter 23-25. Each and every condition of this permit is a material part thereof, and is not severable.

Q. **Odor Restrictions**: The owner/operator shall not discharge into the ambient air any objectionable odorous air contaminant which is in excess of the limits established in NDAC 33-15-16.

The owner/operator shall not discharge into the ambient air hydrogen sulfide (H_2S) in concentrations that would be objectionable on land owned or leased by the complainant or in areas normally accessed by the general public. For the purpose of complaint resolution, two samples with concentrations greater than 0.05 parts per million (50 parts per billion) sampled at least 15 minutes apart within a two-hour period and measured in accordance with Section 33-15-16-04 constitute a violation.

R. **Sampling and Testing**: The Department may require the owner/operator to conduct tests to determine the emission rate of air contaminants from the source. The Department may observe the testing and may specify testing methods to be used. A signed copy of the test results shall be furnished to the Department within 60 days of the test date. The basis for this condition is NDAC 33-15-01-12 which is hereby incorporated into this permit by reference. To facilitate preparing for and conducting such tests, and to facilitate reporting the test results to the Department, the owner/operator shall follow the procedures and formats in the Department's Emission Testing Guideline.

FOR THE NORTH DAKOTA
DEPARTMENT OF HEALTH

Date 9/25/13

By _____
Terry L. O'Clair, P.E.
Director
Division of Air Quality

Federal Aviation Administration

NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION

§ 77.7 Form and time of notice.

(a) If you are required to file notice under §77.9, you must submit to the FAA a completed FAA Form 7460–1, Notice of Proposed Construction or Alteration. FAA Form 7460–1 is available at FAA regional offices and on the Internet.

(b) You must submit this form at least 45 days before the start date of the proposed construction or alteration or the date an application for a construction permit is filed, whichever is earliest.

(c) If you propose construction or alteration that is also subject to the licensing requirements of the Federal Communications Commission (FCC), you must submit notice to the FAA on or before the date that the application is filed with the FCC.

(d) If you propose construction or alteration to an existing structure that exceeds 2,000 ft. in height above ground level (AGL), the FAA presumes it to be a hazard to air navigation that results in an inefficient use of airspace. You must include details explaining both why the proposal would not constitute a hazard to air navigation and why it would not cause an inefficient use of airspace.

(e) The 45-day advance notice requirement is waived if immediate construction or alteration is required because of an emergency involving essential public services, public health, or public safety. You may provide notice to the FAA by any available, expeditious means. You must file a completed FAA Form 7460–1 within 5 days of the initial notice to the FAA. Outside normal business hours, the nearest flight service station will accept emergency notices.

§ 77.9 Construction or alteration requiring notice.

If requested by the FAA, or if you propose any of the following types of construction or alteration, you must file notice with the FAA of:

(a) Any construction or alteration that is more than 200 ft. AGL at its site.

(b) Any construction or alteration that exceeds an imaginary surface extending outward and upward at any of the following slopes:

(1) 100 to 1 for a horizontal distance of 20,000 ft. from the nearest point of the nearest runway of each airport described in paragraph (d) of this section with its longest runway more than 3,200 ft. in actual length, excluding heliports.

(2) 50 to 1 for a horizontal distance of 10,000 ft. from the nearest point of the nearest runway of each airport described in paragraph (d) of this section with its longest runway no more than 3,200 ft. in actual length, excluding heliports.

(3) 25 to 1 for a horizontal distance of 5,000 ft. from the nearest point of the nearest landing and takeoff area of each heliport described in paragraph (d) of this section.

(c) Any highway, railroad, or other traverse way for mobile objects, of a height which, if adjusted upward 17 feet for an Interstate Highway that is part of the National System of Military and Interstate Highways where overcrossings are designed for a minimum of 17 feet vertical distance, 15 feet for any other public roadway, 10 feet or the height of the highest mobile object that would normally traverse the road, whichever is greater, for a private road, 23 feet for a railroad, and for a waterway or any other traverse way not previously mentioned, an amount equal to the height of the highest mobile object that would normally traverse it, would exceed a standard of paragraph (a) or (b) of this section.

(d) Any construction or alteration on any of the following airports and heliports:

(1) A public use airport listed in the Airport/Facility Directory, Alaska Supplement, or Pacific Chart Supplement of the U.S. Government Flight Information Publications;

(2) A military airport under construction, or an airport under construction that will be available for public use;

(3) An airport operated by a Federal agency or the DOD.

(4) An airport or heliport with at least one FAA-approved instrument approach procedure.

(e) You do not need to file notice for construction or alteration of:

(1) Any object that will be shielded by existing structures of a permanent and substantial nature or by natural terrain or topographic features of equal or greater height, and will be located in the congested area of a city, town, or settlement where the shielded structure will not adversely affect safety in air navigation;

(2) Any air navigation facility, airport visual approach or landing aid, aircraft arresting device, or meteorological device meeting FAA-approved siting criteria or an appropriate military service siting criteria on military airports, the location and height of which are fixed by its functional purpose;

(3) Any construction or alteration for which notice is required by any other FAA regulation.

(4) Any antenna structure of 20 feet or less in height, except one that would increase the height of another antenna structure.

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
2601 Meacham Boulevard
Fort Worth, TX 76193
Fax: (817) 321-7765
Phone: (817) 321-7750

Website: https://oeaaa.faa.gov

INSTRUCTIONS FOR COMPLETING FAA FORM 7460-1

PLEASE TYPE or PRINT

ITEM #1. Please include the name, address and phone number of a personal contact point as well as the company name.

ITEM #2. Please include the name, address and phone number of a personal contact point as well as the company name.

ITEM #3. New Construction would be a structure that has not yet been built.

Alteration is a change to an existing structure such as the addition of a side mounted antenna, a change to the marking and lighting, a change to power and/or frequency, or a change to the height. The nature of the alteration shall be included in ITEM #21 "Complete Description of Proposal".

Existing would be a correction to the latitude and/or longitude, a correction to the height, or if filing on an existing structure which has never been studied by the FAA. The reason for the notice shall be included in ITEM #21 "Complete Description of Proposal".

ITEM #4. If Permanent, so indicate. If Temporary, such as a crane or drilling derrick, enters the estimated length of time the temporary structure will be up.

ITEM #5. Enter the date that construction is expected to start and the date that construction should be completed.

ITEM #6. Please indicate the type of structure. DO NOT LEAVE BLANK.

ITEM #7. In the event that obstruction marking and lighting is required, please indicate type desired. If no preference, check "other" and indicate "no preference" DO NOT LEAVE BLANK. NOTE: High Intensity lighting shall be used only for structures over 500' AGL. In the absence of high intensity lighting for structures over 500' AGL, marking is also required.

ITEM #8. If this is an existing tower that has been registered with the FCC, enter the FCC Antenna Structure Registration number here.

ITEM #9 and #10. Latitude and longitude must be geographic coordinates, accurate to within the nearest second or to the nearest hundredth of a second if known. Latitude and longitude derived solely from a hand-held G P S instrument is NOT acceptable. A hand-held GPS is only accurate to within 100 meters (328 feet) 95 percent of the time. This data, when plotted, should match the site depiction submitted under ITEM #20.

ITEM #11. NAD 83 is preferred; however, latitude and longitude may be submitted in NAD 27. Also, in some geographic areas where NAD 27 and NAD 83 are not available other datum may be used. It is important to know which datum is used. DO NOT LEAVE BLANK.
ITEM #12. Enter the name of the nearest city and state to the site. If the structure is or will be in a city, enter the name of that city and state.

ITEM #13. Enter the full name of the nearest public-use (not private-use) airport or heliport or military airport or heliport to the site.

ITEM #14. Enter the distance from the airport or heliport listed in #13 to the structure.

ITEM #15. Enter the direction from the airport or heliport listed in #13 to the structure.

ITEM #16. Enter the site elevation above mean sea level and expressed in whole feet rounded to the nearest foot (e.g. 17'3" rounds to 17', 17'6" rounds to 18'). This data should match the ground contour elevations for site depiction submitted under ITEM #20.
ITEM #17. Enter the total structure height above ground level in whole feet rounded to the next highest foot (e.g. 17'3" rounds to 18'). The total structure height shall include anything mounted on top of the structure, such as antennas, obstruction lights, lightning rods, etc.

ITEM #18. Enter the overall height above mean sea level and expressed in whole feet. This will be the total of ITEM #16 + ITEM #17.

ITEM #19. If an FAA aeronautical study was previously conducted, enter the previous study number.

ITEM #20. Enter the relationship of the structure to roads, airports, prominent terrain, existing structures, etc. Attach an 8-1/2" x 11" non-reduced copy of the appropriate 7.5 minute U.S. Geological Survey (USGS) Quadrangle Map MARKED WITH A PRECISE INDICATION OF THE SITE LOCATION. To obtain maps, contact USGS at 1-888-275-8747 or via internet at "http://store.usgs.gov". If available, attach a copy of a documented site survey with the surveyor's certification stating the amount of vertical and horizontal accuracy in feet.

ITEM #21.
- For transmitting stations, include maximum effective radiated power (ERP) and all frequencies.
- For antennas, include the type of antenna and center of radiation (Attach the antenna pattern, if available).
- For microwave, include azimuth relative to true north.
- For overhead wires or transmission lines, include size and configuration of wires and their supporting structures (Attach depiction).
- For each pole/support, include coordinates, site elevation, and structure height above ground level or water.
- For buildings, include site orientation, coordinates of each corner, dimensions, and construction materials.
- For alterations, explain the alteration thoroughly.
- For existing structures, thoroughly explain the reason for notifying the FAA (e.g. corrections, no record or previous study, etc.).

Filing this information with the FAA does not relieve the sponsor of this construction or alteration from complying with any other federal, state or local rules or regulations. If you are not sure what other rules or regulations apply to your proposal, contact local/state aviation's and zoning authorities.

Paperwork Reduction Work Act Statement: This information is collected to evaluate the effect of proposed construction or alteration on air navigation and is not confidential. Providing this information is mandatory or anyone proposing construction or alteration that meets or exceeds the criteria contained in 14 CFR, part 77. We estimate that the burden of this collection is an average 19 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB control number associated with this collection is 2120-0001. Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at: 800 Independence Ave SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, AES-200.

Please Type or Print on This Form

Form Approved OMB No.2120-0001
Expiration Date: 8/31/2014

U.S. Department of Transportation
Federal Aviation Administration

Failure To Provide All Requested Information May Delay Processing of Your Notice

Notice of Proposed Construction or Alteration

FOR FAA USE ONLY
Aeronautical Study Number

1. Sponsor *(person, company, etc. proposing this action):*
Attn. of:
Name: Scott Spicher - Project Manager
Address: Targa Badlands LLC
1225 17th Street, Suite 3030
City: Denver State: CO Zip: 80202
Telephone: 303-295-8919 Fax:

2. Sponsor's Representative *(if other than #1):*
Attn. of:
Name: Mark Donnelly - Project Engineer
Address: CH2M HILL
9127 S. Jamaica Street (East)
City: Englewood State: CO Zip: 80112
Telephone: 720-286-4537 Fax:

3. Notice of: ☑ New Construction ☐ Alteration ☐ Existing
4. Duration: ☐ Permanent ☑ Temporary (___ months, ____days)
5. Work Schedule: Beginning March 2013 End August 2013
6. Type: ☐ Antenna Tower ☐ Crane ☐ Building ☐ Power Line ☐ Landfill ☐ Water Tank ☑ Other Crude Oil Pump Station
7. Marking/Painting and/or Lighting Preferred:
☐ Red Lights and Paint ☐ Dual - Red and Medium Intensity
☐ White-Medium Intensity ☐ Dual - Red and high Intensity
☐ White -High Intensity ☑ Other
8. FCC Antenna Structure Registration Number *(if applicable)*:

9. Latitude: 47 0 57 , 59.45 N , "
10. Longitude: 102 0 28 , 13.60 W ,
11. Datum: ☑ NAD 83 ☐ NAD 27 ☐ Other
12. Nearest: City: New Town State ND
13. Nearest *Public-use* *(not private-use)* or Military Airport or Heliport:
New Town Municipal Airport
14. Distance from #13. to Structure: 2000 ft (from ARP)
15. Direction from #13. to Structure: S80°32'11.2" E (from ARP)
16. Site Elevation ***(AMSL)***: 1930 ft.
17. Total Structure Height ***(AGL)***: 48 ft.
18. Overall Height (#16 + #17) ***(AMSL)***: 1974 ft.
19. Previous FAA Aeronautical Study Number *(if applicable)*:
-OE

20. Description of Location: *(Attach a USGS 7.5 minute Quadrangle Map with the precise site marked and any certified survey)*

The Targa Badlands LLC New Town Pump Station will be located directly West of New Town Municipal Airport. Construction traffic access will be from the west via East Ave. and near the Northern boundary of the project site. Additionally there will be a pipeline constructed that will parallel 4th Street and turn north just after East Ave to join the station.

21. Complete Description of Proposal:

See attached Technical Memorandum (432259-NT-TM1).

Frequency/Power (kW)	
N/A	N/A

Notice is required by 14 Code of Federal Regulations, part 77 pursuant to 49 U.S.C., Section 44718. Persons who knowingly and willingly violate the notice requirements of part 77 are subject to a civil penalty of $1,000 per day until the notice is received, pursuant to 49 U.S.C., Section 46301(a)

I hereby certify that all of the above statements made by me are true, complete, and correct to the best of my knowledge. In addition, I agree to mark and/or light the structure in accordance with established marking & lighting standards as necessary.

Date	Typed or Printed Name and Title of Person Filing Notice	Signature

NEW TOWN MUNICIPAL AIRPORT (05D)

47° 58' 01.73"
102° 28' 17.72"

47° 58' 00.43"
102° 28' 11.06"

47° 58' 01.74"
102° 28' 03.39"

PROJECT SITE

47° 57' 56.62"
102° 28' 17.70"

TRANSITIONAL SURFACE 7(V):1(H)

PART 77 CLEARANCE ELEVATIONS:
HEIGHT BETWEEN
PART 77 SURFACE AND
EXISTING GROUND

47° 57' 56.64"
102° 28' 03.37"

FAA PART 77 OBSTACLE CLEARANCE
SURFACE CONTOURS

PRIMARY SURFACE

250.0000

47° 57' 51.62"
102° 28' 17.10"

47° 57' 48.86"
102° 28' 19.54"

APPROACH SURFACE
20(H):1(V)

Gillegard Dr

Image USDA Farm Service Agency
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Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
2601 Meacham Boulevard
Fort Worth, TX 76137

Aeronautical Study No.
2013-AGL-2414-OE

Issued Date: 03/05/2013

Mark Donnelly
CH2M HILL
9127 S. Jamaica Street
Englewood, CO 80112

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building Tank 1-point1
Location:	new town, ND
Latitude:	47-58-00.75N NAD 83
Longitude:	102-28-11.55W
Heights:	1932 feet site elevation (SE)
	48 feet above ground level (AGL)
	1980 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part I)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part II)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/ lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory circular 70/7460-1 K Change 2.

This determination expires on 09/05/2014 unless:

(a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
(b) extended, revised, or terminated by the issuing office.
(c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates , heights, frequency(ies) and power . Any changes in coordinates , heights, and frequencies or use of greater power will void this determination. Any future construction or alteration , including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

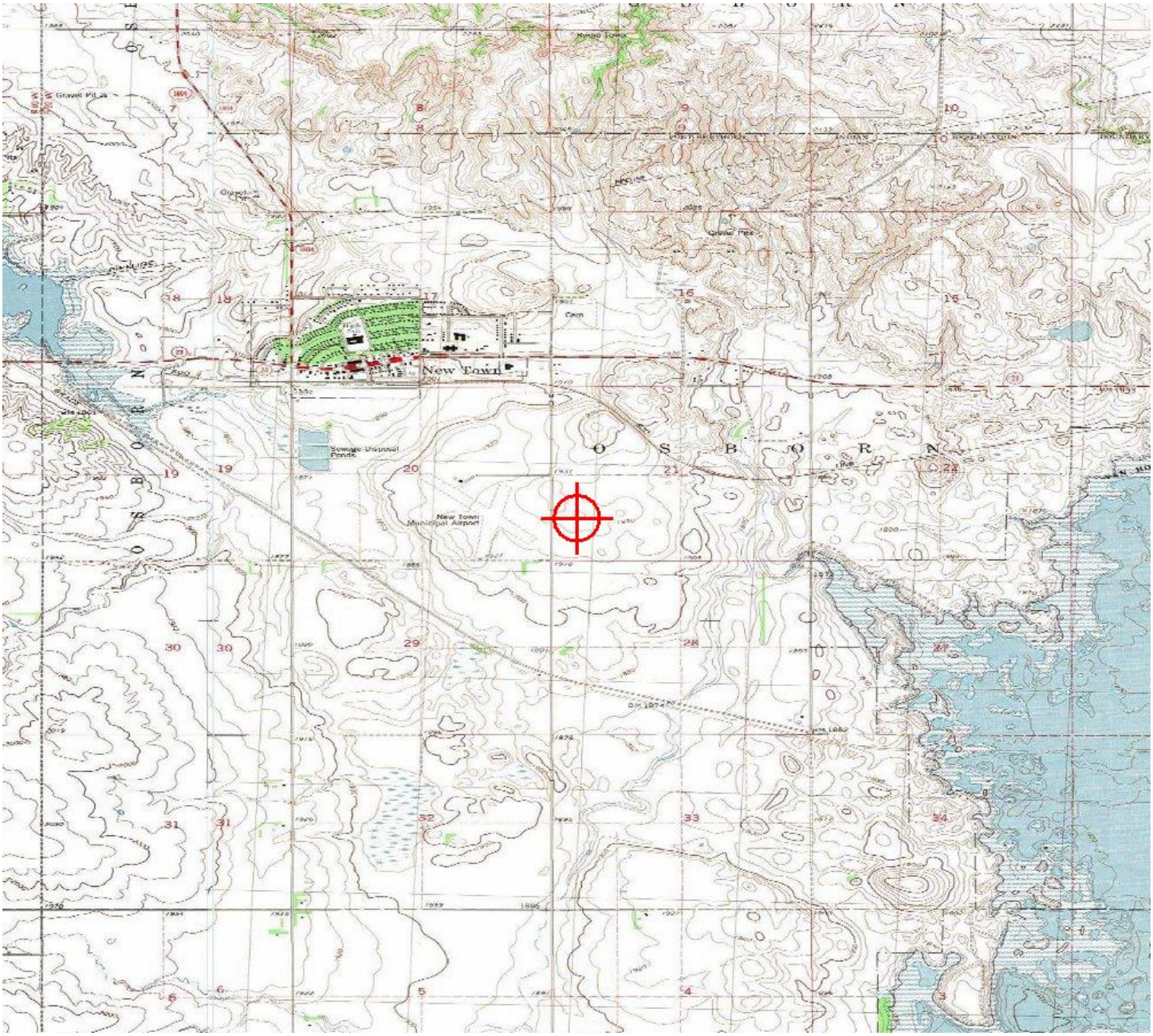
Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

If we can be of further assistance, please contact our office at (847) 294-7458. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2013-AGL-2414-OE.

Signature Control No: 184174250-184656041 (DNE)
Fred Souchet
Specialist

Attachment(s)
Map(s)

TOPO Map for ASN 2013-AGL-2414-OE


New Town
New Town Municipal Airport
Sewage Disposal Ponds
Gravel Pits
Cem
Church
Mobile Home
Indian Reservation
Boundary
Dam
Pipe Line
Well (Gas)
Well (Oil)
Tank
Trail
Road
Fence
Power Line
Ditch
Canal
Levee
Bridge
Ford
Pond
Lake
Stream
Marsh
Woods
Orchard
Vineyard
Quarry
Mine
Oil Field
Gas Field
Refinery
Pipeline
Tower
Windmill
Spring
Cave
Cliff
Ridge
Valley
Hill
Mountain
Peak
Pass
Saddle
Basin
Plateau
Mesa
Butte
Canyon
Gorge
Arroyo
Dune
Beach
Island
Reef
Shoal
Channel
Harbor
Dock
Pier
Wharf
Breakwater
Jetty
Seawall
Lighthouse
Buoy
Anchorage
Mooring
Fishing
Hunting
Camping
Picnic
Golf
Ski
Swimming
Boating
Skating
Tennis
Basketball
Baseball
Football
Soccer
Track
Stadium
Arena
Theater
Museum
Library
Hospital
Clinic
Pharmacy
Police
Fire
Post Office
Bank
Hotel
Motel
Restaurant
Cafe
Bar
Store
Supermarket
Mall
Gas Station
Garage
Car Wash
Parking
Cemetery
Church
School
University
College
Park
Zoo
Aquarium
Botanical Garden
Monument
Memorial
Statue
Fountain
Clock
Flagpole
Bench
Trash Can
Mailbox
Phone
Restroom
Shower
Laundry
Kitchen
Bedroom
Bathroom
Living Room
Dining Room
Office
Conference Room
Classroom
Laboratory
Workshop
Storage
Basement
Attic
Garage
Carport
Driveway
Sidewalk
Crosswalk
Intersection
Roundabout
Traffic Light
Stop Sign
Yield Sign
Speed Limit
One Way
No Entry
No Parking
No Turn
No U-Turn
No Left Turn
No Right Turn
No Straight
No Trucks
No Buses
No Bicycles
No Pedestrians
No Dogs
No Smoking
No Littering
No Fishing
No Hunting
No Camping
No Picnicking
No Swimming
No Boating
No Skating
No Tennis
No Basketball
No Baseball
No Football
No Soccer
No Track
No Stadium
No Arena
No Theater
No Museum
No Library
No Hospital
No Clinic
No Pharmacy
No Police
No Fire
No Post Office
No Bank
No Hotel
No Motel
No Restaurant
No Cafe
No Bar
No Store
No Supermarket
No Mall
No Gas Station
No Garage
No Car Wash
No Parking
No Cemetery
No Church
No School
No University
No College
No Park
No Zoo
No Aquarium
No Botanical Garden
No Monument
No Memorial
No Statue
No Fountain
No Clock
No Flagpole
No Bench
No Trash Can
No Mailbox
No Phone
No Restroom
No Shower
No Laundry
No Kitchen
No Bedroom
No Bathroom
No Living Room
No Dining Room
No Office
No Conference Room
No Classroom
No Laboratory
No Workshop
No Storage
No Basement
No Attic
No Garage
No Carport
No Driveway
No Sidewalk
No Crosswalk
No Intersection
No Roundabout
No Traffic Light
No Stop Sign
No Yield Sign
No Speed Limit
No

U.S. Air Force

DEPARTMENT OF THE AIR FORCE
CONSENT TO CROSS U.S. GOVERNMENT EASEMENT
AT
MINOT AIR FORCE BASE, NORTH DAKOTA
(AIR FORCE FACILITY H-09)

CONSENT NO. MIN-9-12-003

KNOW ALL MEN BY THESE PRESENTS:

That the consent of the United States Air Force is hereby granted to Targa Assets LLC, hereinafter referred to as the grantee, to construct, use, maintain, repair, and control an underground oil pipeline, hereinafter referred to as "structure," across, over, and under lands in which the Government was granted an easement for a restricted use area, as identified by Acquisition Tract, number(s) listed below. The consent for said structure is specifically identified as a strip of land 100 feet in width, located as shown in black on Exhibit "A" attached hereto and made a part hereof:

TRACT NO.	SECTION	TOWNSHIP	RANGE
FH 900E9	NW 1/4 Section 22	T152 N	R92W

The above tract is located in the Fifth Principal Meridian.

This consent is granted subject to the following:

1. That it is understood that this consent is effective only insofar as the property rights of the United States in the land to be occupied are concerned, and that it does not relieve the grantee from the necessity of obtaining grants from the owners of the fee and or other interest therein.

2. That the proposed construction authorized herein shall not be commenced until appropriate rights shall have been obtained by the grantee from the record owners and encumbrances of the fee title to the lands involved.

3. That the exercise of the privileges hereby consented to shall be without cost or expense to the Department of the Air Force, under the general supervision and subject to the approval of the officer having immediate jurisdiction over the property, hereinafter referred to as "said officer," and subject to such regulations as may be prescribed by said officer from time to time.

4. That the grantee shall supervise and maintain said structure and cause it to be inspected at reasonable intervals, and shall immediately repair any damage found therein as a result of said inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said structure or the making of any repairs thereto, the premises shall be restored immediately by the grantee, at the grantee's own expense, to the same condition as that in which they existed prior to commencement of such work, to the satisfaction of said officer.

5. That any property of the Department of the Air Force is damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer, or in lieu of such repair or replacement, the grantee shall, if so required by said officer and at the option of the said officer, pay to the Department of the Air Force money in an amount sufficient to compensate for the

loss sustained by the United States by reason of damage to or destruction of Government property.

6. That the Department of the Air Force shall not be responsible for damage to property or injuries to persons which may arise from, or be attributed to incident to, the condition or state of repair of the premises, due to its use and occupation by grantee. Grantee agrees that it assumes all risks of loss or damage to property and injury or death to persons, whether to its officers, employees, contractors of any tier, agents, invitees, or others, by reason of or incident to grantee's use of the premises, and its activities conducted under this license. Grantee shall, at its expense, pay any settlements of or judgment on claims arising out of its use of the premises.

7. That the grantee shall indemnify and hold the Department of the Air Force harmless against any and all judgments, expenses, taxes, liabilities, claims, and charges of whatever kind or nature that may arise as a result of the activities of grantee under this license, whether tortious, contractual, or other, except to the extent such claim or charge is cognizable under the Federal Tort Claims Act.

8. That this consent is effective only as to the following rights of the United States in the lands herein above described:

A perpetual and assignable easement for the establishment, maintenance, operation and use for a restricted area in, on, across and over the tract of land shown in red on Exhibit "A," consisting of the right to prohibit human habitation; the right to prohibit entry on said tract except by the owner(s), their employees, agents and lessees; the right to prohibit the use of firearms and explosives; the right to limit the use of said land for agricultural and grazing purposes and for the exploration, production and removal of oil, gas and mineral operations for as long as the easement estate remains in effect, furthermore any proposed mining activity within the limits of said tract whether tunnel or open pit type must have approval of the Air Force officer in charge; the right to post signs on said tract indicating the nature and extent of the Government's control in such manner as not to interfere with agricultural, grazing and mining operations and the right to ingress and egress over and across said land for the purpose of exercising the rights set forth herein; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines; provided that if and when the United States of America and its assigns cease to use said tract for a period of one (1) year, then and in that event, all interests hereby conveyed shall terminate.

9. That the Department of the Air Force shall in no case be liable for any injury or damage to the construction herein authorized which may be caused by any action of the Government, under the rights obtained in its easement, either hidden or known, or that may result from future operations undertaken by the Department of the Air Force, and no claim or right to compensation shall accrue from such damage or injury, and if further operations of the Department of the Air Force require the alteration or removal of the structure herein authorized, the grantee shall upon due notice from said officer, alter or remove said structure without expense to the Department of the Air Force and subject to the supervision and approval of said officer having immediate jurisdiction over the property, and no claim for damages shall be made against the Department of the Air Force on account of such alterations or removal.

10. The construction and or operation, maintenance, and use of said structure incident to the exercise of the privileges hereby granted shall be in such a manner as not to conflict with the rights of the Government under such rights, nor to endanger lives and safety of the public.

11. That this consent may be terminated by the Secretary of the Air Force upon reasonable notice to the grantee if the Secretary of the Air Force shall determine that installation to which consent is hereby granted interferes with the use of said land or any part thereof by the United States, and this consent may be annulled and forfeited by the declaration of the Secretary of the Air Force for failure to comply with any and all of the provisions and conditions of this consent, or for nonuse for a period of two (2) years, or for abandonment.

12. That upon relinquishment, termination, revocation, forfeiture or annulment of the consent herein granted, the grantee shall vacate the premises, remove all property of the grantee there from, and restore the premises to a condition satisfactory to the officer having immediate jurisdiction over the property. If the grantee shall fail or neglect to remove said property and so restore the premises, then, at the option of said officer, the said property shall either become the property of the United States without compensation therefore, or the Secretary of the Air Force may cause it to be removed and the premises restored at the expense of the grantee, and no claim for damages against the Department of the Air Force, or its officers, or agents, shall be created by or made on account of such removal and restoration.

13. That the terms and conditions of this consent shall extend to and be binding upon the successors, and assigns of the grantee.

14. That the grantee agrees to minimum separation of 12 inches at the point of intersection between the structure and the Government cable system and at a minimum crossing angle of 30 degrees, preferably 90 degrees. Any power cables exceeding 2,400 volts to ground must have a metallic sheath steel casing which extends four (4) feet either side of the centerline.

15. That the grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer, and the site and the material shall be protected by the grantee from further disturbance until a professional examination of them can be made or until clearance to proceed is authorized by said officer.

16. That in the event that unforeseen physical or electronic interference is experienced which significantly effects the operation of the Minot Air Force Base Minuteman Missile Hardened Inter-site Cable System (HICS), the expense of eliminating such interference, to include lowering, encasing, and relocation of said government cable, if said officer so determines, will be borne by the party requesting consent. Any additional right-of-way which may be required by said relocation must be acquired in the name of the United States Government by and at the expense of the grantee.

17. That full Air Force surveillance be maintained during the construction which encroaches the Government's easement.

18. That the grantee agrees to notify the Cable Affairs Office at Minot Air Force Base, North Dakota at: (701) 723-6053 at least 72 hours in advance of their crossing so the Cable Affairs Office can arrange for personnel to be onsite during the crossing.

19. That the grantee agrees to furnish and install a utility crossing sign at a feasible location for each crossing.

20. That in the event of any future improvements, reconstruction, or maintenance of the grantee's facility which necessitates the encasement, lowering, or relocation of the Government underground facility, the grantee shall notify the Cable Affairs Officer, in writing, 91st Missile

Maintenance Squadron, Cable Affairs Office, 546 Minuteman Drive, Minot AFB ND 58705-5008, 120 days prior to such contemplated work and will reimburse the Government for all costs and expenses incurred by the lowering, encasement, relocating, or otherwise adjusting its underground facility.

21. The grantee agrees not to place grounded transmission lines poles closer than 100 feet from the HICS.

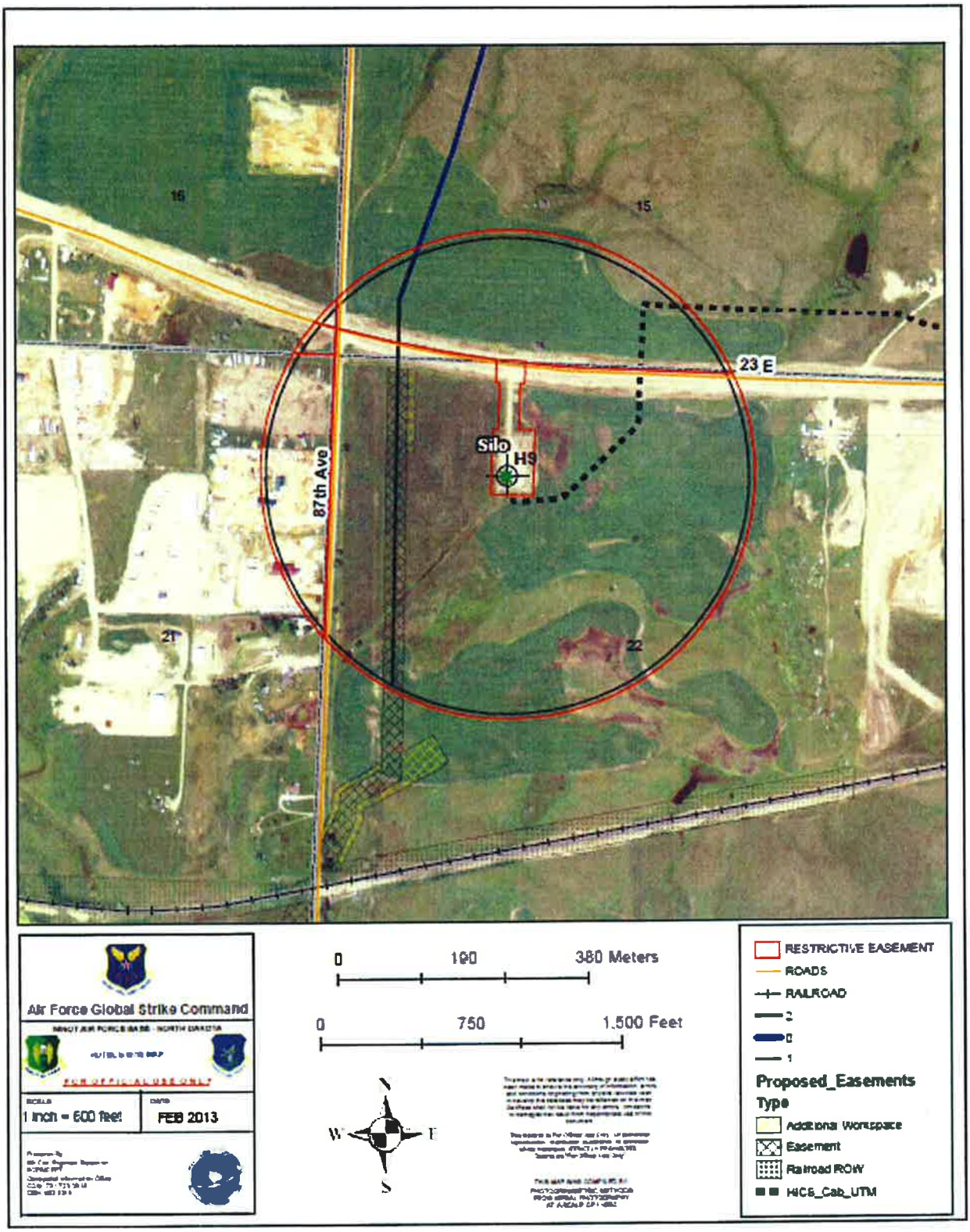
This consent is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, I have hereunto set my hand by the authority of the Secretary of the Air Force this 14th day of May 2013.

ALEXIS MEZYNSKI, Colonel, USAF
Commander, 5th Bomb Wing

NORM WINTER, Assistant Vice President
Land & ROW
Targa Assets LLC

Exhibit A


16
15
23 E
Silo
HS
87th Ave
21
22
Air Force Global Strike Command
1 inch = 600 feet
FEB 2013
0
190
380 Meters
0
750
1,500 Feet
RESTRICTIVE EASEMENT
ROADS
RAILROAD
Proposed_Easements
Type
Additional Workspace
Easement
Railroad ROW
HICS_Cab_UTM

Agency Consultation

1. Aeronautics commission

Kyle C. Wanner
Interim Director and Aviation Planner
ND Aeronautics Commission
PO Box 5020
Bismarck, ND 58502

2. Attorney general

Wayne Stenehjem
Attorney General's Office
State Capitol
600 E. Boulevard Avenue
Dept. 125
Bismarck, ND 58505

3. Department of agriculture

Doug Goehring
Agriculture Commissioner
ND Department of Agriculture
600 E Boulevard Ave Dept. 602
Bismarck, ND 58505-0020

4. State department of health

Dr. Terry Dwelle
State Health Officer
North Dakota Department of Health
600 East Boulevard Avenue
Bismarck, N.D. 58505-0200

5. Department of human services

Maggie Anderson
Executive Director
North Dakota Department of Human Services
600 East Boulevard Avenue,
Dept. 325
Bismarck N.D. 58505-0250

6. Labor department

Bonnie L. Storbakken
Commissioner of Labor
North Dakota Department of Labor and Human Rights
600 East Boulevard Avenue
Dept. 406
Bismarck ND 58505-0340

7. Department of career and technical education

Wayne Kutzer
Director and Executive Officer
North Dakota Department of Career and Technical Education
State Capitol 15th Floor
600 East Boulevard Avenue, Dept. 270
Bismarck, ND 58505-0610

8. Department of commerce

Al Anderson
Commissioner
North Dakota Department of Commerce
1600 E. Century Avenue,
Suite 2
Bismarck, ND 58503

9. Energy development impact of office

Gerry Fisher
Administrator
Energy Infrastructure and Impact Office
1707 North 9th Street
PO Box 5523
Bismarck, ND 58506-5523

10. Game and Fish department

Terry Steinwand
Director
North Dakota Game and Fish Department
100 N. Bismarck Expressway,
Bismarck, ND 58501-5095

11. Industrial commission

Karlene Fine
Executive Director & Secretary
North Dakota Industrial Commission
State Capitol, 14th Floor, 600 E Boulevard Ave. Dept. 405
Bismarck, ND 58505-0840

12. Governor

Jack Dalrymple
Governor
Office of Governor
State of North Dakota
600 East Boulevard Avenue
Bismarck, ND 58505-0100

13. Department of transportation

Grant Levi, P.E.
Director
North Dakota Department of Transportation
608 East Boulevard Avenue
Bismarck, ND 58505-0700

14. State historical society of North Dakota

Merlan E. Paaverud, Jr.
Director
North Dakota State Historical Society
612 East Boulevard Avenue
Bismarck, North Dakota 58505

15. Indian affairs commission

Scott J. Davis
Executive Director
Indian Affairs Commission
State Capitol Building
600 East Boulevard Avenue
1st Floor, Judicial Wing - Room #117
Bismarck, ND 58505

16. Job service North Dakota

Darren Brostrum
Interim Executive Director
Job Service North Dakota
PO Box 5507
Bismarck, ND 58506-5507

17. Department of trust lands

Mike Brand, Director
Surface Management Division
North Dakota Department of Trust Lands
1707 North 9th Street
PO Box 5523
Bismarck, ND 58506-5523

18. Parks and Recreation Department

Mark Zimmerman
Director
North Dakota Parks and Recreation Department
1600 E. Century Avenue
Suite 3
Bismarck, ND 58503-0649

19. Soil Conservation Committee

Tom Burau
Vice Chair
North Dakota Soil Conservation Committee
9941 County Road 6
Columbus, ND 58727

20. State Water Commission

Todd Sando
State Engineer
North Dakota State Water Commission
900 East Boulevard Avenue, Dept 770
Bismarck, ND 58505-0850

21. U.S. Department of Defense

Air Force Regional Office
525 S. Griffin Street
Suite 505
Dallas, TX 75202-5023
Attn: Tom Manning

22. U.S. Fish and Wildlife Service

Scott Larson
Field Supervisor
North Dakota Field Office
U.S. Fish and Wildlife Service
3425 MIRIAM AVENUE
BISMARCK, NORTH DAKOTA 58501-7926

23. U.S. Army Corps of Engineers

Daniel Cimarosti
Regulatory Program Manager
U.S. Army Corps of Engineers
North Dakota Regulatory Office
1513 South 12th Street
Bismarck, North Dakota 58504

24. Federal Aviation Administration

Laurie Suttmeier
Airports District Office Manager
Federal Aviation Administration
Bismarck Airports District Office, BIS-ADO-600
2301 University Drive, Building 23B
Bismarck, North Dakota 58504

25. The County Commission of the county or counties where the project is located

Mountrail County Commission
Mountrail County Courthouse
101 N Main St
Stanley, ND 58784

26. North Dakota Transmission Authority

Karlene Fine
Executive Director & Secretary
North Dakota Transmission Authority
State Capitol, 14th Floor, 600 E Boulevard Ave. Dept. 405
Bismarck, ND 58505-0840

27. North Dakota Pipeline Authority

Justin Kringstad
Director
North Dakota Pipeline Authority
State Capitol, 14th Floor
600 E. Boulevard Avenue
Department 405
Bismarck, ND 58505-840

28. Lostwood WMD Complex

David Gillund
Project Leader
Lostwood WMD Complex
10100 Highway 42
Crosby, ND 58730

May 30, 2014

Kyle C. Wanner
Interim Director and Aviation Planner
ND Aeronautics Commission
P.O. Box 5020
Bismarck, ND 58502-5020

RE: Application to the North Dakota Public Service Commission for Corridor Compatibility and Pipeline Route Certificates for a crude oil pipeline from New Town to Stanley.

Dear Mr. Wanner:

Targa Resources, LLC is preparing an application for Corridor Compatibility and Pipeline Route Certificates in accordance with North Dakota Century Code § 49-22-07. The project involves the addition of crude oil tankage to an existing gathering system, and therefore requires a change in the pipeline classification from "gathering" to "transport". "Transport" pipelines require permitting by the North Dakota Public Service Commission (PSC).

The pipeline originates southeast of New Town on section 21 of Township 152, Range 92, and terminates on section 27 of Township 156, Range 91, southeast of Stanley. The New Town facility will possess a 30,000 barrel storage tank for crude oil. The Stanley facility will possess a 25,000 barrel storage tank for crude oil. Crude oil is gathered from the Van Hook Peninsula on Fort Berthold Indian Reservation, and delivered to the Enbridge terminal southeast of Stanley. The pipeline possesses a maximum capacity of 48,960 barrels of crude oil per day. A map of the project is attached, with the New Town tank facilities being located at the southern end of the indicated pipeline, and the Stanley tank facility being located at the northern end.

Per North Dakota Administrative Code 69-06-01-05 (PSC administrative rules) we are consulting with the Aeronautics Commission for assistance in identifying concerns or issues associated with this project. The project occupies the sections of land listed at the end of this letter.

Information, comments, and guidance provided by your office will be utilized to help guide further developments and improvements to this project. Please advise on permits or conditions your office will require for project compliance.

We have sent similar letters to other federal and state agencies and offices regarding this project. We would appreciate a response by June 13, 2014. Please contact either David McQuade at 1-713-582-1420 or dmcquade@targaresources.com or Paul Pansegrau at 1-701-258-5166 or ppansegrau@lowhamwalsh.com if you have any questions.

SAMPLE

Respectfully,



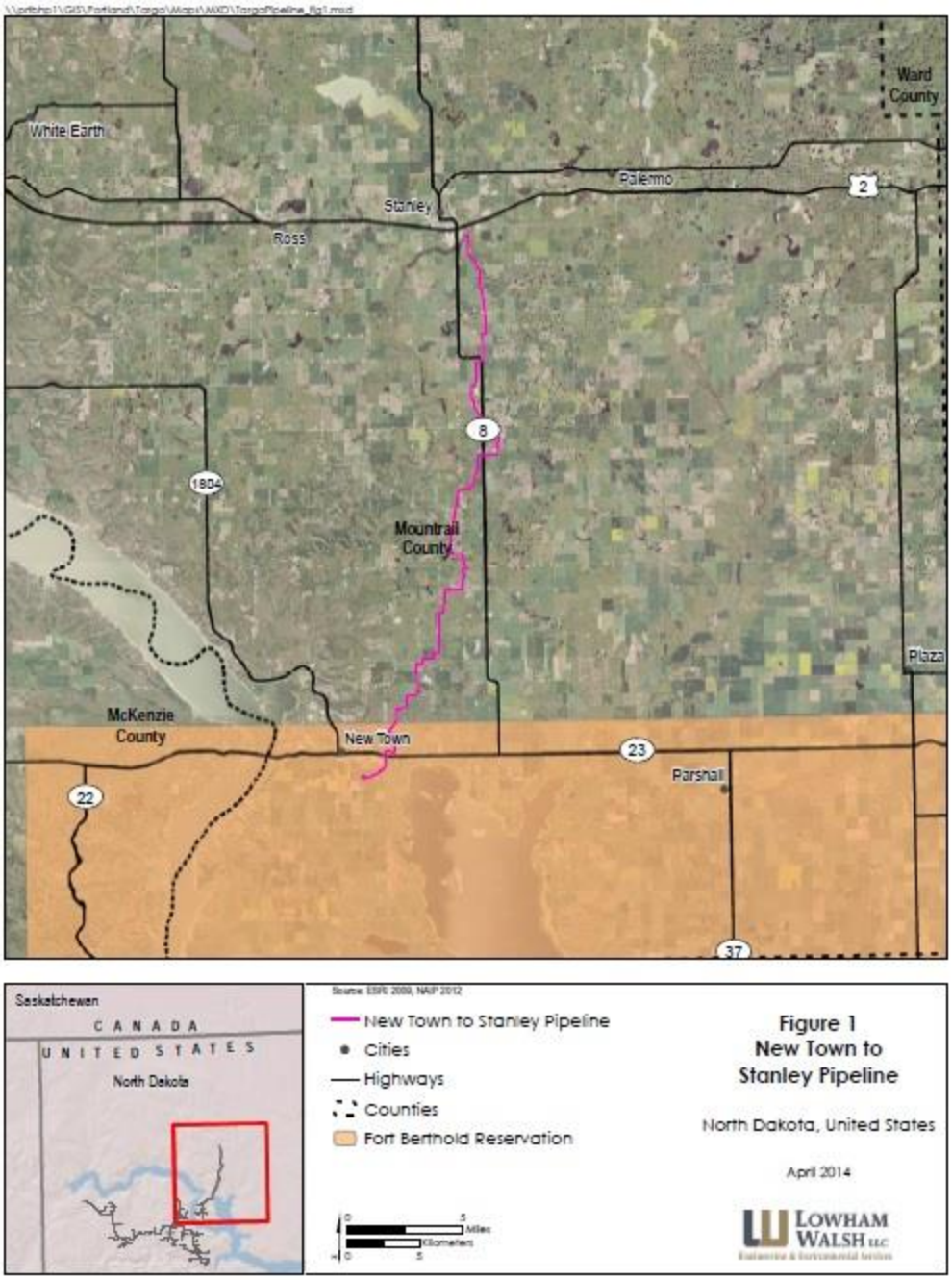
David McQuade
Environmental Director
Targa Resources, LLC
1000 Louisiana St.
Houston, TX 77007

Enclosures: Project Map

cc: Paul Pansegrau, Lowham Walsh

Table 1. Key Component Locations

Component Name	Township	Range	Sections
New Town Tank Facility	152	92	21
Pipeline	152	92	21, 22, 15, 10, 3, 2
	153	91	31, 32, 29, 20, 21, 16, 15, 10, 3, 4
	154	91	33, 28, 21, 22, 15, 14, 11, 2, 3
	155	91	34, 27, 26, 23, 14, 11, 10, 3
	156	91	34, 27
Stanley Tank Facility	156	91	27


Ward County
White Earth
Palermo
2
Stanley
Ross
8
1804
Mountrail County
Plaza
McKenzie County
New Town
23
Parshall
22
37
Saskatchewan
CANADA
UNITED STATES
North Dakota
Source: ESRI 2009, NAIP 2012
New Town to Stanley Pipeline
Cities
Highways
Counties
Fort Berthold Reservation
Miles
Kilometers
Figure 1
New Town to
Stanley Pipeline
North Dakota, United States
April 2014
LOWHAM WALSH LLC

STATE HISTORICAL SOCIETY OF NORTH DAKOTA

Jack Dalrymple
Governor of North Dakota

North Dakota State Historical Board

Calvin Grinnell
New Town - President

A. Ruric Todd III
Jamestown - Vice President

Margaret Puetz
Bismarck- Secretary

Albert I. Berger
Grand Forks

Gereld Gerntholz
Valley City

Diane K. Larson
Bismarck

Chester E Nelson, Jr.
Bismarck

Sara Otte Coleman
Director
Tourism Division

Kelly Schmidt
State Treasurer

Alvin A. Jaeger
Secretary of State

Mark Zimmerman
Director
Parks and Recreation Department

Grant Levi
Director
Department of Transportation

Merlan E. Paaverud, Jr.
Director

Accredited by the American Alliance of Museums since 1986

June 3, 2014

Mr. David McQuade
Environmental Director
Targa Resources, LLC
1000 Louisiana St.
Houston, TX 77007

ND SHPO REF: 14-1196 PSC PU-14-??? Application to ND PSC for Corridor Compatibility and Pipeline Route Certificates for a crude pipeline from New Town to Stanley Mountrail County, North Dakota

Dear Mr. McQuade,

We reviewed your very preliminary information on ND SHPO REF: 14-1196 PSC PU-14-??? Application to ND PSC for Corridor Compatibility and Pipeline Route Certificates for a crude pipeline from New Town to Stanley Mountrail County, North Dakota. There is potential for unrecorded and recorded cultural resource properties in a variety of physiographic settings in the overall project area. As a project with potential to become a federal undertaking, we encourage early agency consultation as part of the review process. Early consultation should also include tribal nations, North Dakota Indian Affairs, ND DOT regarding any Scenic Byways, and any managers or owners of properties maintained for recreational or scenic value.

We recommend a Class I/Class III archeological (pedestrian) survey for all areas directly impacted by the project including access roads and staging areas. We encourage you to invite tribal monitors to survey the APE. As part of the Class III Inventory, NDCRS site updates should be submitted on all sites resurveyed. If the project APE changes, we will request additional inventories, surveys and consultation.

Thank you for the opportunity to review this project to date. We look forward to further review of cultural resource surveys and site forms, and updates as the project siting occurs. If you have any questions please contact Susan Quinnell, Review and Compliance Coordinator at (701) 328-3576, e-mail squinnell@nd.gov

Sincerely,

Merlan E. Paaverud, Jr.
State Historic Preservation Officer (North Dakota) and
Director, State Historical Society of North Dakota

North Dakota State Water Commission

900 EAST BOULEVARD AVENUE, DEPT 770 • BISMARCK, NORTH DAKOTA 58505-0850
701-328-2750 • TDD 701-328-2750 • FAX 701-328-3696 • INTERNET: http://swc.nd.gov

June 4, 2014

David McQuade
Targa Resources, LLC
1000 Louisiana St
Houston, TX 77007

Dear Mr. McQuade:

This is in response to your request for review of environmental impacts associated with the North Dakota Public Service Commission for Corridor Compatibility and Pipeline Route Certificates for a crude oil pipeline from New Town to Stanley, ND. The project involves the addition of crude oil tankage to an existing gathering system, and therefore requires a change in pipeline classification from "gathering" to "transport."

The proposed project has been reviewed by State Water Commission staff and the following comments are provided:

- There are no floodplains identified and/or mapped where this proposed project is to take place. The project takes place in an unmapped county. No floodplain permit is necessary from Mountrail County relative to the National Flood Insurance Program.

- The ND State Water Commission (Commission) maintains a network of observation/monitor water wells throughout the state, and many are located close to public right-of-ways. The well location information can be obtained from the Commission's website at: htttp://swc.nd.gov.; then click on "Map and Data Resources"; and then click on "Map Services". If water wells may be affected by your project or accidently damaged, please contact the Water Appropriations Division of the Commission at 701-328-2754.

- It is the responsibility of the project sponsor to ensure that local, state and federal agencies are contacted for any required approvals, permits, and easements.

- All waste material associated with the project must be disposed of properly and not placed in identified floodway areas.

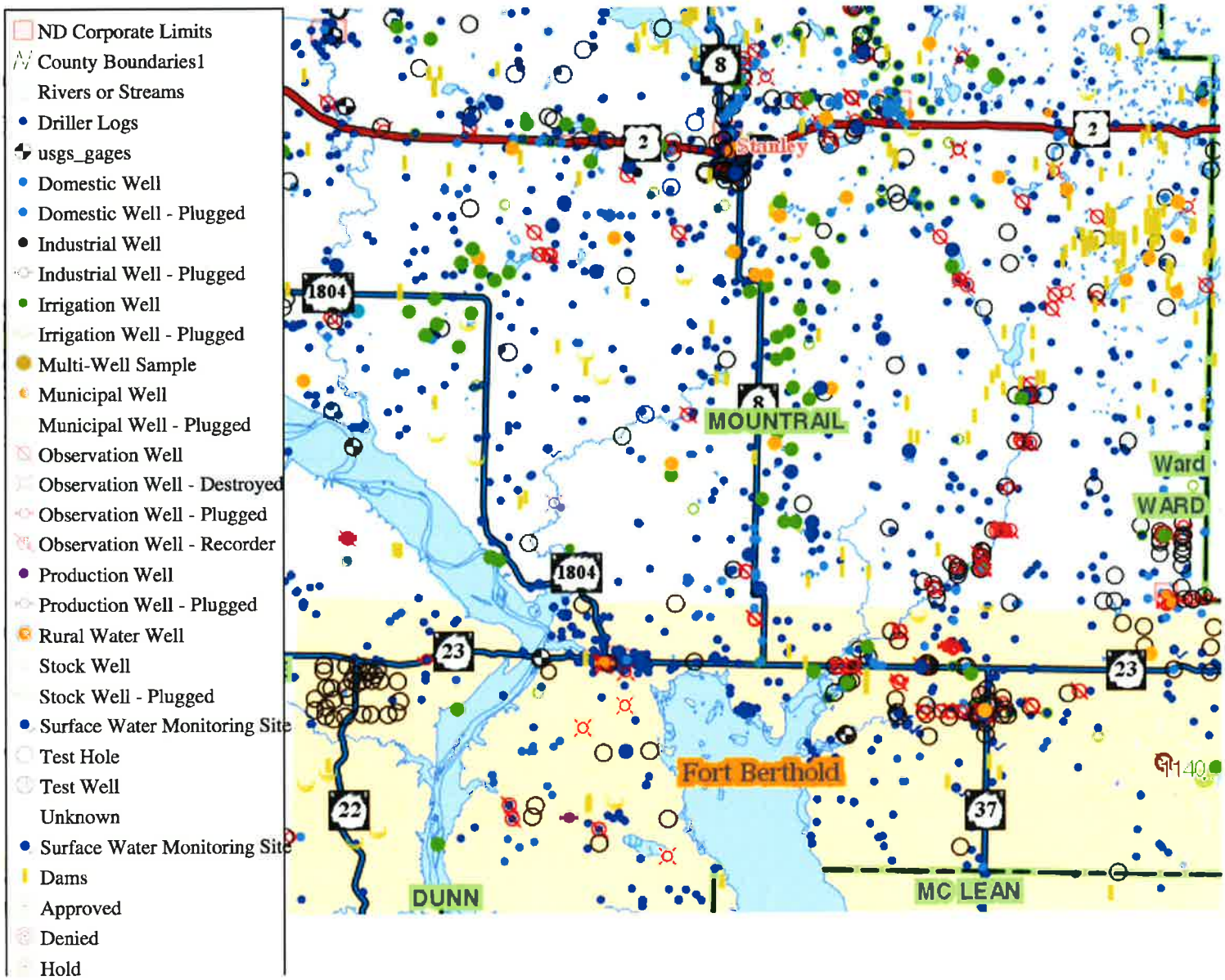
- No sole-source aquifers have been designated in ND.

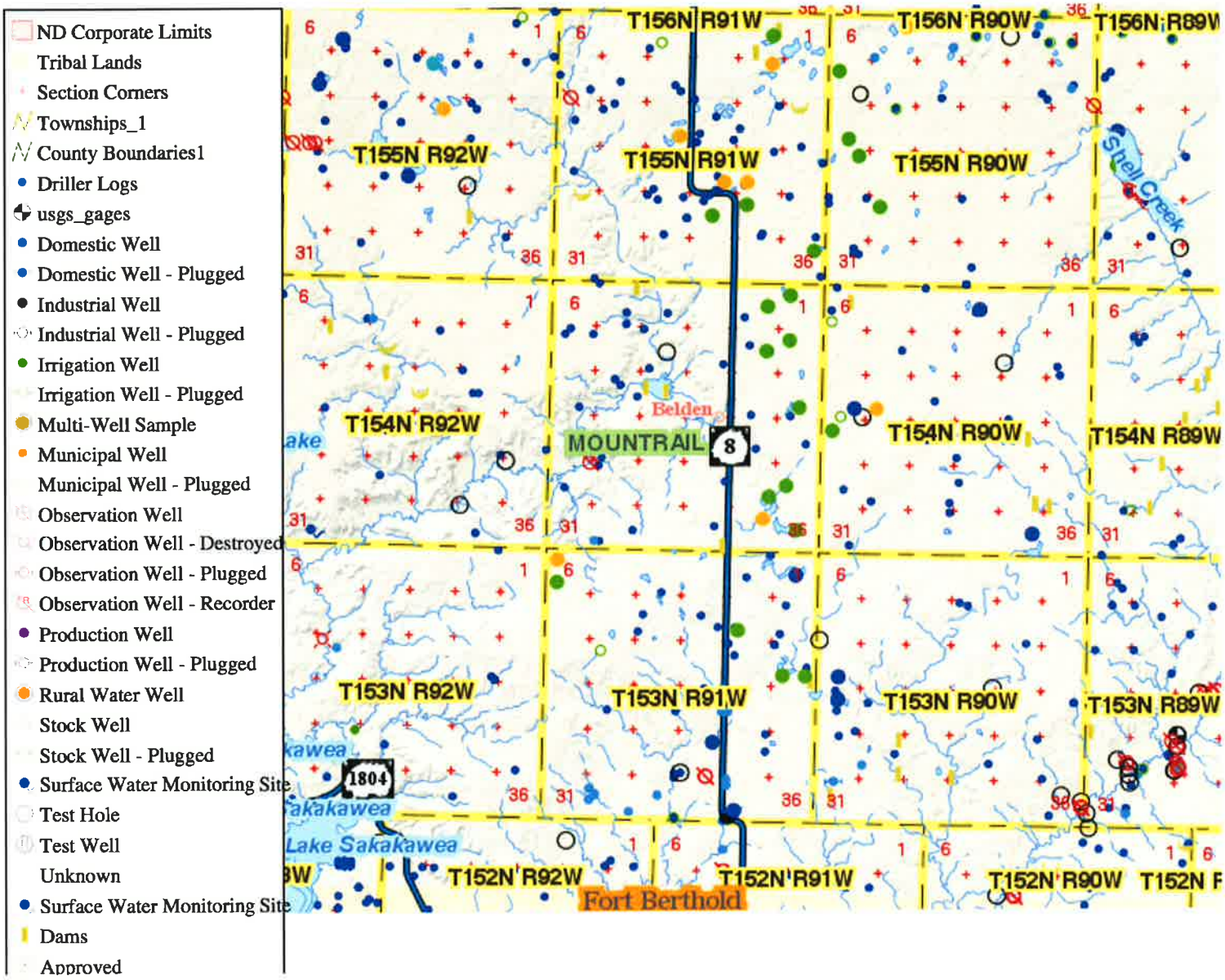
Thank you for the opportunity to provide review comments. If you have any questions, please call me at 701-328-4967.

Sincerely,

Linda Weispfenning
Water Resource Planner

LW:dp/1570


ND Corporate Limits
County Boundaries1
Rivers or Streams
Driller Logs
usgs_gages
Domestic Well
Domestic Well - Plugged
Industrial Well
Industrial Well - Plugged
Irrigation Well
Irrigation Well - Plugged
Multi-Well Sample
Municipal Well
Municipal Well - Plugged
Observation Well
Observation Well - Destroyed
Observation Well - Plugged
Observation Well - Recorder
Production Well
Production Well - Plugged
Rural Water Well
Stock Well
Stock Well - Plugged
Surface Water Monitoring Site
Test Hole
Test Well
Unknown
Surface Water Monitoring Site
Dams
Approved
Denied
Hold
8
2
Stanley
1804
MOUNTRAIL
Ward
WARD
23
Fort Berthold
22
37
DUNN
MC LEAN


ND Corporate Limits
Tribal Lands
Section Corners
Townships_1
County Boundaries1
Driller Logs
usgs_gages
Domestic Well
Domestic Well - Plugged
Industrial Well
Industrial Well - Plugged
Irrigation Well
Irrigation Well - Plugged
Multi-Well Sample
Municipal Well
Municipal Well - Plugged
Observation Well
Observation Well - Destroyed
Observation Well - Plugged
Observation Well - Recorder
Production Well
Production Well - Plugged
Rural Water Well
Stock Well
Stock Well - Plugged
Surface Water Monitoring Site
Test Hole
Test Well
Unknown
Surface Water Monitoring Site
Dams
Approved
T156N R91W
T156N R90W
T156N R89W
T155N R92W
T155N R91W
T155N R90W
Shell Creek
Belden
T154N R92W
MOUNTRAIL
8
T154N R90W
T154N R89W
T153N R92W
T153N R91W
T153N R90W
T153N R89W
1804
Lake Sakakawea
T152N R92W
T152N R91W
T152N R90W
Fort Berthold

COMMISSIONER
DOUG GOEHRING

NORTH DAKOTA
DEPARTMENT OF AGRICULTURE
STATE CAPITOL
600 E BOULEVARD AVE DEPT 602
BISMARCK ND 58505-0020

ndda@nd.gov
www.nd.gov/ndda

June 5, 2014

David McQuade
Environmental Director
Targa Resources LLC
1000 Louisiana St.
Houston, TX 77007

Dear Mr. McQuade;

In reference to your letter of May 30: the North Dakota Department of Agriculture finds no cause for additional permits or conditions regarding the application by Targa Resources to the North Dakota Public Service Commission for corridor compatibility and pipeline route certificates for a crude oil pipeline from New Town to Stanley, ND. The department has identified no issues or concerns related to the project.

If my office can be of further assistance, please contact me.

Sincerely,

Doug Goehring
Agriculture Commissioner

FAX 701-328-4567

Equal Opportunity in Employment and Services

TELEPHONE 701-328-2231
TOLL-FREE 800-242-7535

Hale, Thomas A.

From: Schumacher, John D. <jdschumacher@nd.gov>
Sent: Wednesday, June 11, 2014 9:18 AM
To: dmcquade@targaresources.com
Cc: Paul Pansegrau
Subject: New Town to Stanley Crude Oil Pipeline - Gathering to Transport Classification

Mr. McQuade,

The North Dakota Game and Fish Department has reviewed this project for wildlife concerns. We do not believe it will have any significant adverse effects on wildlife or wildlife habitat based on the information provided.

JOHN SCHUMACHER
RESOURCE BIOLOGIST
ND GAME AND FISH DEPT
701.328.6321

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit http://www.symanteccloud.com

NORTH DAKOTA
DEPARTMENT of HEALTH

ENVIRONMENTAL HEALTH SECTION
Gold Seal Center, 918 E. Divide Ave.
Bismarck, ND 58501-1947
701.328.5200 (fax)
www.ndhealth.gov

June 11, 2014

Mr. David McQuade
Environmental Director
Targa Resources, LLC
1000 Louisiana Street
Houston, TX 77077

Re: Targa Crude Oil Transport New Town to Stanley Pipeline
Mountrail County

Dear Mr. McQuade:

This department has reviewed the information concerning the above-referenced project submitted under date of May 30, 2014, with respect to possible environmental impacts.

This department believes that environmental impacts from the proposed construction will be minor and can be controlled by proper construction methods. With respect to construction, we have the following comments:

1. All necessary measures must be taken to minimize fugitive dust emissions created during construction activities. Any complaints that may arise are to be dealt with in an efficient and effective manner.

2. Care is to be taken during construction activity near any water of the state to minimize adverse effects on a water body. This includes minimal disturbance of stream beds and banks to prevent excess siltation, and the replacement and revegetation of any disturbed area as soon as possible after work has been completed. Caution must also be taken to prevent spills of oil and grease that may reach the receiving water from equipment maintenance, and/or the handling of fuels on the site. Guidelines for minimizing degradation to waterways during construction are attached.

3. Projects disturbing one or more acres are required to have a permit to discharge storm water runoff until the site is stabilized by the reestablishment of vegetation or other permanent cover. Further information on the storm water permit may be obtained from the Department's website or by calling the Division of Water Quality (701-328-5210). Projects located within tribal boundaries are required to obtain a permit from the U.S. Environmental Protection Agency. Further information may be obtained from the U.S. EPA's website or by calling the U.S. EPA – Region 8 at (303) 312-6312.

   Counties may impose additional requirements and/or specific best management practices for construction affecting their storm drainage system. Check with the local officials to be sure any local storm water management considerations are addressed.

4. Noise from construction activities may have adverse effects on persons who live near the construction area. Noise levels can be minimized by ensuring that construction equipment is equipped with a recommended muffler in good working order. Noise effects can also be minimized by ensuring that construction activities are not conducted during early morning or late evening hours.

The department owns no land in or adjacent to the proposed improvements, nor does it have any projects scheduled in the area. In addition, we believe the proposed activities are consistent with the State Implementation Plan for the Control of Air Pollution for the State of North Dakota.

These comments are based on the information provided about the project in the above-referenced submittal. The U.S. Army Corps of Engineers may require a water quality certification from this department for the project if the project is subject to their Section 404 permitting process. Any additional information which may be required by the U.S. Army Corps of Engineers under the process will be considered by this department in our determination regarding the issuance of such a certification.

If you have any questions regarding our comments, please feel free to contact this office.

Sincerely,

L. David Glatt, P.E., Chief
Environmental Health Section

LDG:cc
Attach.

NORTH DAKOTA
DEPARTMENT of HEALTH

ENVIRONMENTAL HEALTH SECTION
Gold Seal Center, 918 E. Divide Ave.
Bismarck, ND 58501-1947
701.328.5200 (fax)
www.ndhealth.gov

Construction and Environmental Disturbance Requirements

These represent the minimum requirements of the North Dakota Department of Health. They ensure that minimal environmental degradation occurs as a result of construction or related work which has the potential to affect the waters of the State of North Dakota. All projects will be designed and implemented to restrict the losses or disturbances of soil, vegetative cover, and pollutants (chemical or biological) from a site.

Soils

Prevent the erosion of exposed soil surfaces and trapping sediments being transported. Examples include, but are not restricted to, sediment dams or berms, diversion dikes, hay bales as erosion checks, riprap, mesh or burlap blankets to hold soil during construction, and immediately establishing vegetative cover on disturbed areas after construction is completed. Fragile and sensitive areas such as wetlands, riparian zones, delicate flora, or land resources will be protected against compaction, vegetation loss, and unnecessary damage.

Surface Waters

All construction which directly or indirectly impacts aquatic systems will be managed to minimize impacts. All attempts will be made to prevent the contamination of water at construction sites from fuel spillage, lubricants, and chemicals, by following safe storage and handling procedures. Stream bank and stream bed disturbances will be controlled to minimize and/or prevent silt movement, nutrient upsurges, plant dislocation, and any physical, chemical, or biological disruption. The use of pesticides or herbicides in or near these systems is forbidden without approval from this Department.

Fill Material

Any fill material placed below the high water mark must be free of top soils, decomposable materials, and persistent synthetic organic compounds (in toxic concentrations). This includes, but is not limited to, asphalt, tires, treated lumber, and construction debris. The Department may require testing of fill materials. All temporary fills must be removed. Debris and solid wastes will be removed from the site and the impacted areas restored as nearly as possible to the original condition.

Appendix G

ADDENDUM

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "TARGA BADLANDS LLC", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF DECEMBER, A.D. 2012, AT 12:21 O'CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

5260122 8100

AUTHENTICATION: 0074950

121348824

DATE: 12-17-12

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:48 PM 12/17/2012
FILED 12:21 PM 12/17/2012
SRV 121348824 - 5260122 FILE

CERTIFICATE OF FORMATION

OF

TARGA BADLANDS LLC

This Certificate of Formation (this "***Certificate***"), dated December 17, 2012, has been duly executed and is filed pursuant to the Delaware Limited Liability Company Act (the "***LLC Act***") to form a limited liability company (the "***Company***") under the LLC Act.

1. *Name.* The name of the Company is "Targa Badlands LLC".

2. ***Registered Office; Registered Agent.*** The address of the registered office of the Company in the State of Delaware is 1209 Orange Street, Wilmington, Delaware, 19801. The name and address of the registered agent for service of process is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware, 19801.

3. ***Limitation of Member Liability.*** To the fullest extent the LLC Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of liability of members, a member shall not be liable to the Company or the other members for monetary damages for conduct as a member. Any amendment to or repeal of this Section 3 shall not adversely affect any right or protection of a member for or with respect to any acts or omissions of such member occurring prior to such amendment or repeal.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date written first above.

Targa Resources Operating LLC,
Member of Targa Badlands LLC

By: _____
Jeffrey J. McParland
Authorized Person

State of North Dakota

SECRETARY OF STATE

CERTIFICATE OF GOOD STANDING
OF

TARGA BADLANDS LLC

The undersigned, as Secretary of State of the State of North Dakota, hereby certifies that TARGA BADLANDS LLC, a FOREIGN LIMITED LIABILITY COMPANY, authorized to transact business in the State of North Dakota on January 11, 2013, and according to the records of this office as of this date, has paid all fees due this office as required by North Dakota statutes governing a FOREIGN LIMITED LIABILITY COMPANY.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing to

TARGA BADLANDS LLC

Issued: April 14, 2014

Alvin A. Jaeger
Secretary of State

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "TARGA BADLANDS LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FOURTEENTH DAY OF APRIL, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

Jeffrey W. Bullock, Secretary of State

5260122 8300

AUTHENTICATION: 1289847

140466190

DATE: 04-14-14

You may verify this certificate online at corp.delaware.gov/authver.shtml

Appendix H
Lowham Walsh: Field Report

LO-000099-0002-40TTO

Targa Resources
New Town to Stanley Pipeline
2014 Field Report

June 2014

Prepared for:
Targa Resources

Prepared by:

Lowham Walsh LLC
107 West Main Avenue, Suite 325
Bismarck, ND 58501

Table of Contents

Section **Page**

List of Tables iv
List of Figures v
List of Appendices v
Acronyms and Abbreviations vi

1 Introduction 1-1
1.1 Project Background 1-1
1.2 Project Description 1-1
1.2.1 Pipeline 1-1
1.2.2 Topography 1-1
1.2.3 Hydrology 1-2
1.2.4 Vegetation 1-2

2 Methods 2-1
2.1 Desktop Analysis 2-1
2.2 Field Survey 2-1
2.2.1 Vegetation 2-1
2.2.2 Wildlife 2-2

3 Results 3-1
3.1 New Town and Stanley Stations 3-1
3.2 Missile Silos 3-1
3.3 Vegetation 3-1
3.3.1 Agricultural Land 3-2
3.3.2 Native Prairie 3-3
3.3.3 Riparian Areas 3-4
3.3.4 Windbreaks 3-5
3.3.5 Noxious Weeds 3-6
3.4 Erosion Control Efforts 3-6
3.5 Wildlife 3-11
3.5.1 Whooping Crane 3-13
3.5.2 Piping Plover 3-13
3.5.3 Interior Least Tern 3-14
3.5.4 Sprague's Pipit 3-14
3.5.5 Pallid Sturgeon 3-14
3.5.6 Dakota Skipper 3-15
3.5.7 Gray Wolf 3-15
3.6 Data Gaps 3-15

4 References 4-1

List of Tables

Page

Table 3-1: Listed Noxious Weeds – North Dakota 3-6

Table 3-2: Listed Noxious Weeds – Mountrail County, North Dakota 3-6

Table 3-3: Wetlands and Stream Crossing Observation Points Located on or Directly Adjacent to the New Town to Stanley Pipeline Right-of-Way..... 3-7

Table 3-4: Federally Endangered, Threatened, Proposed, and Candidate Species Known or Believed to Occur in Mountrail County, North Dakota..... 3-13

List of Figures

Figure 1: ROW South, New Town to Stanley Pipeline, Field Observations in the Project Area, North Dakota, United States, June 2014

Figure 2: ROW South Central, New Town to Stanley Pipeline, Field Observations in the Project Area, North Dakota, United States, June 2014

Figure 3: ROW Central, New Town to Stanley Pipeline, Field Observations in the Project Area, North Dakota, United States, June 2014

Figure 4: ROW North Central, New Town to Stanley Pipeline, Field Observations in the Project Area, North Dakota, United States, June 2014

Figure 5: ROW North, New Town to Stanley Pipeline, Field Observations in the Project Area, North Dakota, United States, June 2014

List of Appendices

Appendix A: Wetland Management Areas

Appendix B: Project Area Reference Points and Photographs

Appendix C: Plants Observed in the Project Area

Appendix D: Wildlife Observed in the Project Area

Acronyms and Abbreviations

ag	agriculture
Commission	North Dakota Public Service Commission
EC	erosion control
HC	habitat change
HDD	horizontal directional drilling
PP	photo point
Project	New Town to Stanley Pipeline
RN	raptor nest
ROW	right-of-way
RP	reference point
SC	stream crossing
U.S.	United States of America
USDA	United States Department of Agriculture
USFWS	United States Fish and Wildlife Service
WB	windbreak
WL	wetland

1 Introduction

1.1 Project Background

The New Town to Stanley Pipeline (Project) is located in central Mountrail County, North Dakota. The Project was constructed in the fall of 2013 as a crude petroleum gathering system. The addition of tankage at the New Town facility requires that the pipeline be designated as a "transport" pipeline; therefore, Site, Corridor, and Route Permits are required.

Prior to Project construction, a number of reports (i.e., a threatened and endangered species report, a Potential Waters of the U.S. Jurisdictional Determination) were prepared to evaluate resources within potential right-of-way (ROW) corridors for the Project. However, impacts related to construction activities were not documented. To prepare the Route Permit, the existing environment and potential impacts on biological resources (wildlife, vegetation, and water), cultural resources, and land use from Project construction needs to be characterized along the ROW and the surrounding landscape. This report focuses on biological and land use resources. Cultural resources are addressed in a separate report.

Lowham Walsh LLC conducted a field survey of the ROW from May 13 to May 16, 2014, to identify and characterize these resources. A team of two biologists gathered information about the storage tank locations, verified the accuracy of the previous reports, noted conditions that had changed, and collected natural resource information not included in previous reports required for the Route Permit application.

1.2 Project Description

1.2.1 Pipeline

The pipeline extends from just east of the town of New Town, northward to south of the town of Stanley. The 8.6-inch pipeline is approximately 31.7 miles in length. Terminal pipeline stations that contain petroleum storate tanks, pumps, metering, and associated equipment, as well as office and equipment trailers, parking areas, and general industrial equipment and supplies is located at each end of the pipeline. **Figures 1 through 5**, provided at the end of this report, illustrate the Project area and the roads, towns, waterbodies, general habitat types, and data collection point locations.

1.2.2 Topography

The landscape in the Project area is generally flat with rolling hills rising in the central portion of the Project. Prairie potholes are common in the northern half of the Project area and less common in the southern portion of the Project area. Elevation ranges from around 1,870 feet above sea level in the southern part of the Project area to around 2,399 feet above sea level in the highest part of the Project area, near the Project's halfway point. More information on topography is provided in the reports "Potential Waters of the United States Jurisdictional

Determination: Stanley to New Town Pipeline – 30.0 miles" (Southwest Geoscience 2013a) and "Federally-listed Threatened and Endangered Species Habitat Assessment: Stanley to New Town Pipeline – 30 miles" (Southwest Geoscience 2013b).

1.2.3 Hydrology

Several small, unnamed tributaries cross the Project area. In the south, the tributaries flow in a south to southeastern direction, eventually draining directly into the Missouri River and Lake Sakakawea. In the central area of the Project, tributaries generally drain to the southeast into Cane Creek, which is a primary tributary of the Missouri River and Lake Sakakawea. In the north, tributaries are fairly small and drain into an area of Little Knife Creek that is dammed; this also flows into the Missouri River and Lake Sakakawea. Seventeen of these tributaries are delineated on U.S. Geological Survey topographic maps and six additional tributaries are visible on aerial imagery (Southwest Geoscience 2013b).

Prairie potholes are prevalent within the Project area, especially in the northern half. These prairie potholes are ecologically important habitats for many plant and wildlife species in this region. Prairie potholes are often connected by groundwater flows but are not connected to navigable waters on the surface. None of the prairie potholes within the Project area are considered jurisdictional (Southwest Geoscience 2013b). However, some lands have been set aside in Mountrail County as wildlife habitat. These wetland-dense areas are illustrated in **Appendix A**.

Southwest Geoscience's (2013a) report on wetlands and waters of the U.S. states that a review of National Wetland Inventory maps identified 26 wetlands "within the boundaries of the project." As stated in that report, these wetlands were generally classified as "freshwater emergent wetlands" and exist because of the presence of prairie potholes (Southwest Geoscience 2013a). During the May 2014 field survey conducted by Lowham Walsh LLC, 43 apparent wetlands were identified within or adjacent to the Project area. It is important to note that water levels were high during the field survey. Some areas that appeared to be functional wetlands during spring surveys may be vernal pools that dry out during summer months and may not be recorded in the National Wetlands Inventory.

1.2.4 Vegetation

The majority of the Project area is classified as Cultivated Crops and Herbaceous Land Cover according to the National Land Cover Database (Southwest Geoscience 2013a). About one-eighth of the pipeline ROW passes through relatively undisturbed native prairie and/or riparian areas. The primary land cover types through which the Project passes are shown on **Figures 1** through **5**.

2 Methods

2.1 Desktop Analysis

Aerial photographs, topographic maps, Google Earth imagery, and other data sources, such as the Southwest Geoscience reports referenced above, were reviewed prior to going to the field to characterize the landscape within the general pipeline route. This included types of roads, buildings, waterways, other previously constructed pipelines, potholes, wetlands, and croplands within the Project area. Plant and wildlife species listed under the Endangered Species Act that could potentially occur in Mountrail County were identified using the United States Fish and Wildlife Service (USFWS) Environmental Conservation Online System (2014a). North Dakota does not have state-designated threatened or endangered species (North Dakota Game and Fish Department 2013). Plant books and web resources, including North Dakota's noxious weeds webpage, were reviewed; Section 2.2.1, "Vegetation," lists the resources used. A desktop analysis helped identify points of interest before the field reconnaissance was conducted.

2.2 Field Survey

The field survey took place May 13 through 16, 2014. During the field survey, data points were collected at notable observation locations along the Project ROW. Data points were recorded for the following and designated as indicated: active and inactive raptor nests (RN); habitat changes (HC) between agricultural to native prairie lands; stream crossings (SC) where the pipeline trench cut through a stream; wetland (WL) crossings where the pipeline trench cut through a wetland; reference points (RP) where the pipeline crossed under streams or wetlands via horizontal directional drilling (HDD) where other noteworthy observations were recorded. Windbreak (WB) locations were recorded and tree species identified. The number of trees removed was estimated using Google Earth imagery and compared to field observations. Further details of each point were recorded in a logbook and/or iPad using the iGeoTrak mobile Geographic Information Systems application. Detailed information regarding plant and animal species observed, soil conditions, general habitat observations, and presence/absence of erosion control features along the ROW were recorded. Photographs were taken at one side of each stream, wetland crossing, and reference point, and at locations of note, such as houses in proximity to the pipeline.

2.2.1 Vegetation

A general species list was developed according to plant community type encountered. Since spring leaf-out in the region was in its very early stages due to the prolonged winter, trees and shrubs were identified by bark, stem shape, dead leaves, and surrounding habitat. Grasses and most forbs were identified by last year's flowers and vegetative characteristics (a few forbs were growing and flowering). The species list is not exhaustive, because few plants were actively growing. Resources used to identify plants included the U.S. Department of Agriculture's PLANTS database (Natural Resources Conservation Service 2014), "Lewis and Clark State Park

Preliminary Plant Checklist" pamphlet (North Dakota State Parks n.d.), the *North Dakota Tree Handbook* (North Dakota State University n.d.), *North American Range Plants* (Stubbendieck, Hatch, and Kjar 1982), and North Dakota's Noxious Weed webpage (North Dakota Department of Agriculture 2014).

2.2.2 Wildlife

Surveyors recorded wildlife species and their sign that were observed on or adjacent to the Project ROW. Birds and amphibians were observed by sight and sound, while mammals were noted by presence of live specimens or tracks. Project habitats were considered, not only for their vegetative and hydrological components, but also for the animal species and communities that may inhabit them. Special consideration was given to habitats with potential to support species listed or candidates for listing under the Endangered Species Act, as detailed in Section 3.5, "Wildlife" (see **Table 3-4**). Bird nests, raptors in particular, were recorded, including information about the associated species, nest status, and other nest conditions.

3 Results

Figures 1 through **5** show the Project ROW and each observation point recorded along it. Some of these observation points are referenced in the text sections below and can be identified spatially on these figures. Observation points are also listed in tabular format in **Appendix B**. Photographs associated with many of these observations points are also provided in **Appendix B**.

3.1 New Town and Stanley Stations

The Stanley and New Town Stations were fenced, with cattle guards at entrances. Large storage tanks were located at each facility. All tanks were located within secondary containment structures. Silt fence had been erected outside of and down-gradient of active construction areas at the Stanley facility. No waterbodies were located near the New Town facility. No native vegetation or habitat remained at either of the station sites. The Stanley station is depicted on Photo 6 (PP-007) and Photo 7 (PP-008) in **Appendix B**. Photographs of the New Town station are shown in Photo 86 (PP-009) and Photo 87 (PP-010) in **Appendix B**. The photo points are also identified on **Figure 5**.

3.2 Missile Silos

The Project area passes near two missile silos. The first, H-9, is located northeast of SC-002 (**Figure 1**), along Highway 23. The second, I-4, is located along Highway 8, south of Stanley. The Project area has had no visible effect on the missile silos. The pipeline is located down-gradient of both silos.

3.3 Vegetation

The Project ROW is located within the Cultivated Crops and Herbaceous Land Cover designations, as identified by the National Land Cover Database (Southwest Geoscience 2013b), although small areas of Grassland/Herbaceous Land Cover designation were also identified during the field survey. During field surveys, plants identified within and adjacent to the ROW were recorded as being in one of three main "cover type" lists. These are: 1) Agricultural land, which is subdivided into (a) cropland (wheat) or (b) improved pasture; 2) "native" prairie, which is subdivided into (a) shallow soil prairie and (b) deep soil prairie; and 3) riparian areas, which are subdivided into (a) "wetlands" and (b) streams. In addition, two windbreaks were observed. The vegetation specialist looked for noxious weeds within the ROW but did not encounter any. A list of species observed by cover type is in **Appendix C**.

Each cover type, including noxious weeds and windbreaks, and impacts to that cover type are discussed briefly below. In addition, each wetland and stream crossing encountered and whether resource impacts were noted at these locations was documented as discussed in Section 3.4, "Erosion Control Efforts" (see **Table 3-3**).

3.3.1 Agricultural Land

Cropland

This cover type consisted mostly of wheat cropland. Some was in stubble while other areas were bare. Cropland is located in many places along the ROW; this cover type was apparent at RP-047 (Photo 38, **Appendix B**) and RP-048 (Photo 39, **Appendix B**). See **Figure 4** for the locations of these reference points. Project construction eliminated vegetation/stubble cover in this cover type. However, topsoil had been re-spread over the pipeline in all areas with this cover type. During field observations, some of these areas were beginning to be tilled and fertilized. In areas where a tractor had passed over the ROW as part of tilling activities, the ROW location was difficult to identify. Impacts to cropland appeared negligible; no hydrocarbon spills, trash, or other negative impacts were noted in this cover type.



Data point WL-003 (see Figures 4 and 5) – Agricultural cropland.

Improved Pasture

These areas appeared to be made up of pasture grasses, generally cut for hay. Smooth brome (*Bromus inermis*) was noted growing in uncut areas of improved pastureland. An area of improved pasture can be seen in a photographs taken at RP-002a (Photos 8 and 9, **Appendix B**; see **Figure 1** for location of this reference point). Project construction eliminated vegetation cover in this cover type; however, topsoil had been re-spread in these areas. Pasture lands are commonly replanted with negligible effect to hay production. No hydrocarbon spills, trash, or other negative impacts were noted in this cover type.



Data point RP-015 (see Figure 2) – Improved pasture.

3.3.2 Native Prairie

The photographs at right and below show typical native prairie with minimal impact by humans, although the foreground was likely worked in the past. Two general types of prairie were noted, as characterized by grass types.



Data Point PP-006 (see Figure 2) – Native Prairie 1.

Shallow Soil Prairie

This cover type was found on hilltops and ridgelines, and was typified by species such as buffalograss (*Buteloua dactyloides*), tumblegrass (*Schedonnardus paniculatus*), and fringed sage (*Artemisia frigida*). Pasqueflower (*Anemone* sp.) was blooming during field observations. Stream crossing point SC-008 (Photos 63 and 64, **Appendix B**; also see **Figure 2**) shows shallow native prairie areas on the uplands away from the ROW. Vegetation was removed from these areas during Project construction; however, topsoil had been re-spread in this cover type. Workers were observed removing silt fence from areas adjacent to waterbodies during the field survey. While seed was noted on the ground on the ROW between points SC-003 (Photo 58, **Appendix B**) and HC 002 (see **Figure 1**), no mulch was observed in this area. Therefore, it was assumed that this seed came from soil stored for reclamation purposes; the reclamation activities of re-seeding and mulching the ROW had not taken place as of the date of the field survey. No hydrocarbon spills, trash, or other negative impacts were noted in this cover type. There was no indication that vegetation cover or production would be adversely affected by construction and reclamation activities.

Deep Soil Prairie

This cover type was dominant in most prairie areas. Little bluestem (*Schizachyrium scoparium*), blue grama (*Bouteloua gracilis*), and tall dropseed (*Sporobolus asper*) were common. Pasqueflower was blooming during field observations. This cover type was common in low areas and side-slopes located near SC-013 (Photo 69, **Appendix B**; also see **Figure 3**). Vegetation was removed from



Data Point RP-066 (see Figure 3) – Native Prairie 2.

these areas during Project construction; however, topsoil had been re-spread in this cover type. No hydrocarbon spills, trash, or other negative impacts were noted in this cover type. There was no indication that vegetation cover or production would be adversely affected by construction and reclamation activities.

Shrubs were present in prairie areas where soils were deeper, such as drainage channels, hollows on the sides of slopes and near water. Shrubs observed included oak (*Quercus* sp.), chokecherry (*Prunus virginiana*), snowberry (*Symphoricarpos* sp.), woods rose (*Rosa woodsii* and others), Russian olive (*Elaeagnus angustifolia*), willow (*Salix* sp.), and hawthorn (*Crataegus* sp.).

3.3.3 Riparian Areas

Wetlands

No wetland delineation tasks were completed as part of this field evaluation. However, prairie potholes that held water, or ponded areas with typical wetland vegetation (e.g., cattail (*Typha latifolia*), bullrushes (*Juncus sp.*), reed canarygrass (*Phalaris arundinacea*), or that had waterbirds present, were assumed to be functional wetlands. Functional wetlands are shown in numerous photographs, including RP-019 (Photo 20, **Appendix B**) and RP-039 (Photo 32, **Appendix B**). **Figures 3 and 4** show the locations of these reference points. In many cases, the construction firm had protected these areas from construction impacts by drilling under these areas using HDD techniques, with the use of silt fence during construction, or both. However, some functional wetlands were not protected by silt fence or HDD. **Table 3-3** lists wetlands encountered, the methods of crossing these wetlands, presence/absence of silt fence adjacent to the wetland, and whether impacts to wetlands were noted during field observations. Vegetation and soils were not



Data Point RP-014 (see Figure 2) – Wetland and prairie pothole.



Data Point SC-001 (see Figure 1) – Stream crossing.

removed from these areas. No hydrocarbon spills, trash, or other negative impacts were noted in this cover type.

Streams

Stream crossings included those areas with water drainage paths that were wet due to high spring water levels. These areas were similar to mesic prairie lands but generally included more hydrophyllic species, such as prairie cordgrass (*Spartina pectinata*), prairie sandreed (*Calamovilfa longifolia*), inland saltgrass (*Distichlis spicata*) and shrubby species such as chokecherry, snowberry, wild rose (*Rosa* sp.) Russian olive, and hawthorn. The Project trenched through some stream crossings. This is shown in the photographs taken at SC-001 (Photo 56, **Appendix B**; also see **Figure 1**) and SC-006 (Photo 61, **Appendix B**; also see **Figure 2**), while HDD was used at others, such as at RP-009 (Photos 10 and 11, **Appendix B**; also see **Figure 2**). Silt fence was used in some areas, such as SC-006. Section 3.4, "Erosion Control Efforts," **Table 3-3** lists stream crossings encountered, methods of crossing these wetlands, presence/absence of silt fence adjacent to the wetland, and whether impacts to wetlands were noted during field observations. Vegetation and soils were not removed from these areas. No hydrocarbon spills, trash, or other negative impacts were noted in this cover type.

3.3.4 Windbreaks

Two windbreaks were encountered in proximity to the New Town facility (**Figure 1**). Windbreak 1 (WB-001) contained Russian olive, elm, and hawthorn. Windbreak 2 (WB-002) contained elm (*Ulnus* spp.) and cottonwood (*Populus* sp.). Approximately three trees and four shrubs were removed in Windbreak 1, and three shrubs were removed in Windbreak 2 to construct the Project. Windbreak 1 is visible in the background of the photograph at the right. A third windbreak was affected by construction activities. An estimated 12 trees were removed from this windbreak. The edge of this windbreak and the ROW adjacent to it are shown in Photo 14, (RP-013) in **Appendix B** (shown see **Figure 2**).



Data Point WL-001 (see Figure 1) – Windbreak on horizon line.

3.3.5 Noxious Weeds

Table 3-1 lists those plants that are considered noxious weeds in North Dakota. **Table 3-2** lists those plants that are considered noxious weeds in Mountrail County, North Dakota. No noxious weeds were observed within the ROW. This is likely due to the timing of field observations and the exceptionally late spring in 2014. During visits to the Project area in June, weedy species were observed on disturbed areas. Species were not identified during these brief visits, however, it is possible that some of these species may be noxious. Presence/absence and quantity of noxious weeds should be determined and proper weed control should be conducted.

Table 3-1: Listed Noxious Weeds – North Dakota

Common Name	*Scientific Name*
Absinth wormwood	*Artemisia absinthium*
Canada thistle	*Cirsium arvense*
Diffuse knapweed	*Centaurea diffusa*
Leafy spurge	*Euphorbia esula*
Musk thistle	*Carduus nutans*
Purple loosestrife	*Lythrum salicaria*
Russian knapweed	*Acroptilon repens*
Spotted knapweed	*Centaurea maculosa*
Yellow toadflax	*Linaria vulgaris*
Dalmatian toadflax	*Linaria genistifolia*
Saltcedar	*Tamarix chinensis, T. parviflora, T. ramosissima*

Table 3-2: Listed Noxious Weeds – Mountrail County, North Dakota

Common Name	Scientific Name
Common tansy	*Tanacetum vulgare*
Houndstongue	*Cynoglossum officinale*

3.4 Erosion Control Efforts

During the survey, 43 separate functional wetlands and 13 stream crossings were observed. Each were recorded as WL (wetland – pipeline crossed through), RP (reference point – pipeline went around or under), or SC (stream crossing). Erosion control materials in the form of silt fence and/or straw logs were used to protect riparian areas from construction impacts. These were generally used effectively, although some minor impacts were observed. A summary of pipeline crossings of wetlands and streams and any impacts observed are described in **Table 3-3**.

In addition, all roads were crossed using HDD techniques except one: 57th Street NW, which is a two-track trail that was trenched through. Each road crossing was observed. No impacts to roads or lands adjacent to roads related to HDD activities were noted.

Table 3-3: Wetlands and Stream Crossing Observation Points Located on or Directly Adjacent to the New Town to Stanley Pipeline Right-of-Way

Observation Point ID	Observation Type	Figure Number	Photo Number *(see Appendix B)*	Erosion Control Material Used?	Level of Impacts[1]	Comments
PP-004	Upland slope	2	4	No	Negligible	Overland flow across sloped ROW resulted in localized off-site sedimentation.
PP-005	No Photo	2				
PP-006	Upland draw	2	5	Yes	Negligible to minor	Some sediment passed installed silt fence, straw log.
PP-007	Lake crossing	5	6	Yes	No	Stanley facility – silt fence placed below construction area, no impacts noted to drainage.
RP-002a	Wetland	1	8, 9	No	No	HDD drilled to avoid wetland; some impact from drilling mud left behind.
RP-009	Crane creek drainage	2	10, 11	No	No	HDD avoided drainage.
RP-010	Pond	2	12	No	No	HDD avoided pond.
RP-011	Pond	2	13	No	No	HDD avoided pond.
RP-014	Pond and wetland	2	15	Yes	No	Silt fence used, currently falling down, but no impacts to water were observed.
RP-016	Pond and wetland	2 and 3	17	Yes	No	Same pond system as RP-014.
RP-017	Pond and wetland	2 and 3	18	Yes	No	ROW had adequate buffer distance to water edge.
RP-018	Wetland	3	19	Yes	Negligible	Impacts notable due to high water levels.
RP-019	Pond and wetland	3	20	Yes	No	ROW had adequate buffer distance to water edge.
RP-020	Wetland	3	21	No	Minor	ROW passed through wetland; impacts notable due to high water levels.
RP-021	Wetland	3	22	No	No	HDD adequate distance from wetland.
RP-024	Wetland	3	24	Yes	Negligible	Silt fence recently failed; no soil noted on wetland side of fence.
RP-025	Wetland	3	25	No	No	

Table 3-3: Wetlands and Stream Crossing Observation Points Located on or Directly Adjacent to the New Town to Stanley Pipeline Right-of-Way

Observation Point ID	Observation Type	Figure Number	Photo Number *(see Appendix B)*	Erosion Control Material Used?	Level of Impacts[1]	Comments
RP-027	Stream crossing	3	26	No	No	HDD adequate distance from stream.
RP-029	Wetland	5	27	No	No	HDD adequate distance from stream.
RP-031	Pond and wetland	5	28	No	No	HDD adequate distance from pond.
RP-033	Pond and wetland	4 and 5	29	Yes	No	Silt fence recently fell down, no impacts to wetland noted.
RP-035	Pond and wetland	4 and 5	30	No	Negligible	HDD site is underwater due to high water levels.
RP -037	Pond	4 and 5	31	No	No	HDD adequate distance from pond.
RP-039	Pond and wetland	4 and 5	32	No	No	HDD adequate distance from pond.
RP-041	Pond and wetland	4 and 5	33	No	No	HDD adequate distance from pond.
RP-043	Pond and wetland	4	34. 35	No	No	HDD adequate distance from pond.
RP-045	Wetland	4	36	No	No	HDD under road and wetland.
RP-046	Pond and Wetland	4	37	No	No	HDD adequate distance from pond.
RP-047	Wetland	4	38	No	No	ROW adequate distance from pond.
RP-048	Pond and Wetland	4	39	No	No	HDD adequate distance from pond.
RP-050	Pond and Wetland	4	40	No	No	HDD adequate distance from pond.
RP-052	Pond and Wetland	4	41	Yes	No	HDD adequate distance from pond.
RP-054	Pond and Wetland	3 and 4	42	No	No	HDD adequate distance from pond.
RP-055	Pond and wetland	3 and 4	43	No	No	HDD adequate distance from pond.
RP-057	Wetland	3 and 4	44	No	No	HDD adequate distance from pond.
RP-059	Pond and wetland	4	46	No	No	HDD adequate distance from pond.
RP-063	Wetland	3	48	Yes	No	Silt fence in good condition.
RP-064	Wetland	3	49	No	No	HDD adequate distance from pond.

Table 3-3: Wetlands and Stream Crossing Observation Points Located on or Directly Adjacent to the New Town to Stanley Pipeline Right-of-Way

Observation Point ID	Observation Type	Figure Number	Photo Number *(see Appendix B)*	Erosion Control Material Used?	Level of Impacts[1]	Comments
RP-065	Wetland	3	50	No	No	HDD adequate distance from pond.
RP-066	Stream crossing and wetland	3	51	Yes	Negligible to minor	Silt fence and straw logs recently removed but ROW is on slope; rain can wash soil into stream; silt fence should be replaced.
RP-067	Stream crossing and wetland	3	53	Yes	Negligible to minor	Silt fence and straw logs recently removed but ROW is on slope; rain can wash soil into stream; silt fence should be replaced.
RP-068	Ephemeral Draw	3	54, 55	No	Negligible	No sign of recent flow in draw.
SC-001	Stream	1	56, 57	No	Negligible	ROW trenched through small stream channel.
SC-002	Drainage ditch?	1	No photo	No	No	ROW crossed apparent drainage ditch downgradient of Missile Silo H-9, no impacts to surroundings noted.
SC-003	Stream crossing, ephemeral	1	58	Yes	No	Silt fence on down-gradient side of ROW, in good condition.
SC-004	Stream crossing, ephemeral	1	59	No	No	Unclear whether or not trees/shrubs were removed.
SC-005	Stream crossing	1	60	No	Negligible	Drainage channel re-constructed.
SC-006	Stream crossing	2	61	Yes	Negligible	Drainage channel re-constructed; silt fence in good condition.
SC-007	Stream crossing	2	62	Yes	Minor	Straw logs did not adequately control sediment from ROW; salty soil here; down-stream sedimentation noted.
SC-008	Stream crossing	2	64	Yes	Minor	Drainage channel re-constructed; some off-site sediment observed below silt fence.

Table 3-3: Wetlands and Stream Crossing Observation Points Located on or Directly Adjacent to the New Town to Stanley Pipeline Right-of-Way

Observation Point ID	Observation Type	Figure Number	Photo Number *(see Appendix B)*	Erosion Control Material Used?	Level of Impacts[1]	Comments
SC-009	Stream crossing, intermittent	2	65	No	Minor	Off-site sediment noted below draw for about 30 feet; draw contains minimal aquatic habitat.
SC-010	Stream crossing, intermittent	3	66	No	Negligible	ROW is adjacent to cropped area; some off-site sediment noted on edge of cropped area.
SC-011	Stream crossing	3	No photo	Yes	No info	No information.
SC-012	Stream crossing, intermittent	3	68	Yes	Minor	Silt fence recently removed; some hay remains from straw logs; channel not re-constructed; some off-site sediment noted.
SC-013	Stream crossing, intermittent	3	69	Yes	Negligible	Silt fence recently removed; channel not really reconstructed; impacts limited to ROW.
WL-001	Wetland	1	71	No	Negligible	ROW crosses wetland, which is largely a cattail marsh.
WL-002a	Wetland	1	72	No	No impact	ROW impinged on east side of wetland.
WL-002b	Wetland	4 and 5	73	No	Negligible	ROW impinged on wetland.
WL-003	Wetland	4 and 5	74	No	No impact	ROW passed wetland to west within 10 feet of old house.
WL-004	Wetland	4 and 5	75, 76	No	Negligible	ROW crosses narrow part of wetland; cattail re-growing in disturbed area.
WL-005 and WL-006	Wetland	4	77	No	No impact	HDD north end.
WL-007	Wetland	4	78	No	Negligible	Pipeline went through narrow part of wetland, approximately 20 feet width.
WL-008	Wetland	3 and 4	79	No	Negligible	ROW crosses wetland, adjacent pipeline shares ROW; unclear which ROW impinged on wetland.

Table 3-3: Wetlands and Stream Crossing Observation Points Located on or Directly Adjacent to the New Town to Stanley Pipeline Right-of-Way

Observation Point ID	Observation Type	Figure Number	Photo Number *(see Appendix B)*	Erosion Control Material Used?	Level of Impacts[1]	Comments
WL-009	Wetland	3	80	Yes	Negligible	ROW skirts wetland; erosion control fabric in place but breached near center; sediment spilled into wetland.

Note: For Level of Impacts:
No = No apparent effects to resource.
Negligible = Short-term effects; estimate less than one growing season to stabilize.
Minor = Short-term effects; estimate a full year to stabilize (i.e., by spring 2015 no impacts would be apparent).
Major impact = More than one year to stabilize; may have long-term effects on ecology of site.

3.5 Wildlife

Wildlife species recorded during Project field surveys are presented in **Appendix D**. In total, 64 species of birds, 4 species of mammals, and 1 species of amphibian were observed by their sign and/or using auditory and visual cues. In general, the wildlife species observed were indicative of the time of year in which the surveys were conducted. For example, the surveys were conducted during a period in which birds that use the area for different purposes were present simultaneously. For example, the gray-cheeked thrush (*Catharus minimus*) uses the area during spring migration, while most waterfowl and shorebirds species use the area for summer breeding. Year-round residents were largely paired up for the breeding season, while many summer residents were beginning to arrive or were in the early stages of the breeding season. Additionally, boreal chorus frogs (*Pseudacris maculata*) calls were heard at many potholes in the Project area, an indication that perhaps other herpetofauna species were also active at this early stage of spring.

The wildlife species recorded during the surveys were indicative of the habitats available in the Project area. Agriculture lands, particularly crop fields, are not necessarily a preferred breeding habitat for many species; however, they can provide suitable foraging habitat for a number of bird species. Horned larks (*Eremophila alpestris*) and vesper sparrows (*Pooecetes gramineus*), for example, were commonly recorded foraging in the largely bare wheat crop fields. Both of these species are typically associated with open, mostly bare ground, habitats like agriculture fields, and may nest in crop fields and pastures (Beason 1995; Jones and Cornely 2002). Richardson's ground squirrels (*Urocitellus richardsonii*) also were observed at several Project locations associated with agricultural lands.

Several bird species observed are indicative of the native prairie habitats in the Project area. Upland sandpipers (*Bartramia longicauda*), for example, are considered a grassland obligate and an indicator species for native prairies (Houston et al. 2011). This species may also use pasture and croplands. Many of the species using native prairies in the Project area may also

be using agricultural lands to varying degrees for foraging and potentially breeding. Northern harriers (*Circus cyaneus*) and savannah sparrows (*Passerculus sandwichensis*) were among the most commonly recorded species associated with both native prairie and agriculture habitats (Wheelwright and Rising 2008; Smith et al. 2011).

Most of the wildlife observations recorded during the field surveys were associated with the aquatic habitats in the Project area, most notably the numerous pothole ponds and adjacent wetlands. In fact, more than half of the wildlife species recorded were only observed in these habitats. Similarly, the most numerous species also were aquatic species. Red-winged blackbirds (*Agelaius phoeniceus*) were the most numerous species observed, with hundreds of individuals seen or heard each day. Waterfowl, particularly blue-winged teal (*Anas discors*), mallards (*Anas platyrhynchos*), northern shovelers (*Anas clypeata*), gadwall (*Anas strepera*), and northern pintails (*Anas acuta*), also were abundant, as were American coots (*Fulica americana*). Waterbirds (i.e., waterfowl, shorebirds, rails) were observed at every pothole pond in the Project area, regardless of pothole size, although species richness, composition, and numbers of individuals varied greatly. Boreal chorus frogs were the only non-bird species commonly recorded at most of the pothole ponds in the Project area.

Trees and shrubs in the Project area were largely associated with windbreaks, residences, or riparian habitats, although they were generally rare on the landscape. These trees provided small patches of habitat for woodland or tree-dwelling birds like northern flickers (*Colaptes auratus*) and yellow warblers (*Dendroica petechia*). Similarly, these woodlands patches, amid a relatively open and highly disturbed surrounding landscape, combine to create edge habitats. Edge habitats are attractive to species like brown-headed cowbirds (*Molothrus ater*), deer (*Odocoileus* spp.), and coyotes (*Canis latrans*), which were commonly observed during the surveys (Lowther 1993; NatureServe 2014). Mammals were observed by tracks alone, which is the reason the deer species is not known.

Four raptor nests were observed in trees on or in the vicinity of the Project ROW. Three of the four recorded raptor nests (RN-001, RN-002, and RN-003; **Figure 2**; also see Photos 82, 83, and 84, respectively, in **Appendix B**) were likely associated with one pair of red-tailed hawks (*Buteo jamaicensis*). The pair was observed in a stand of trees that supported both RN-002 and RN-003, but did not appear to be incubating eggs or tending to young. RN-001 was in proximity to these nests. Given the proximity of these nests to each other and the observation of the red-tailed hawk pair, it is expected that one of these nests will be active in 2014, while the other two may serve as alternates. Red-tailed hawks are known to exhibit nest site fidelity and to maintain alternate nests within their breeding territories (Preston and Beane 2009). RN-004 (**Figures 4 and 5**; also see Photo 85, **Appendix B**) was located further north and was being incubated by a red-tailed hawk. The number of eggs or chicks was not determined as the bird remained on the nest during the brief time the surveyors were in the area.

Table 3-4 details the species listed, or candidates for listing, under the Endangered Species Act that are known or believed to occur in Mountrail County (USFWS 2014a). None of the species in **Table 3-4** were observed during the field surveys.

Table 3-4: Federally Endangered, Threatened, Proposed, and Candidate Species Known or Believed to Occur in Mountrail County, North Dakota

Common Name	Latin Name	Status
Whooping Crane	*Grus americana*	Endangered
Piping Plover	*Charadrius melodus*	Threatened
Interior Least Tern	*Sterna antillarum*	Endangered
Sprague's Pipit	*Anthus spragueii*	Candidate
Pallid Sturgeon	*Scaphirhynchus albus*	Endangered
Dakota Skipper	*Hesperia dacotae*	Proposed Threatened
Gray Wolf	*Canis lupus*	Endangered

The following subsections provide a description of the potential for each species to occur in the Project area based on the habitat observed during the May 2014 field surveys:

3.5.1 Whooping Crane

Whooping cranes are diurnal migrants that stop daily during spring and fall migration to forage and rest (Lewis 1995; Canadian Wildlife Service and USFWS 2007). They roost during the evenings in shallow water in wetlands, lakes, ponds, and riverine areas away from human activity (Lewis 1995). Whooping cranes leave their roost after daybreak to forage in a variety of cropfields and emergent wetlands and generally wait until the air warms and provides thermal updrafts before continuing their migration (Lewis 1995). The numerous ponds, wetlands, and widespread crop fields in the Project area provide ample potential migratory stopover opportunities for whooping cranes. Conversely, much of the suitable habitat present in the Project area is in proximity to human activity (i.e., roads, agriculture, and energy development). Thus, while the potential for whooping crane stopovers in the Project area exists, they may perceive much of the suitable habitat as unfavorable due to nearby human disturbances.

3.5.2 Piping Plover

The Northern Great Plains breeding population of piping plovers most commonly nests on alkali lakes, reservoirs, and rivers, and less commonly on freshwater lakes, dry alkali lakes, sandpits, industrial ponds, and gravel mines (Elliott-Smith and Haig 2004; Haig et al. 2005). Nesting habitats are typically more exposed and sparsely vegetated, as the species tends to prefer substrates with higher gravel content (Elliott-Smith and Haig 2004). There are a number of freshwater ponds and wetlands in the Project area; however, no suitable nesting habitat was observed. The wetlands and ponds were not sparsely vegetated, nor did they present a suitable open sandy or gravelly substrate preferred by nesting piping plovers. Additionally, many of the ponds and wetlands were located in active agriculture fields, where farmers till all adjacent lands. It appears highly unlikely that piping plovers would nest in the Project.

The Project traverses a stream at point SC-001 (refer to **Figure 1** for location) that is part of a critical habitat designation by the USFWS (2014b) for piping plovers. The portion of the stream considered critical habitat begins just downstream of the ROW, possibly less than 100 meters away. Suitable nesting habitat was not observed at this location, as the water features

were not sparsely vegetated and substrates were not suitable. Furthermore, the surrounding land was actively managed and predator tracks (i.e., coyote) were observed throughout this location. Surveyors visited areas of designated critical habitat downstream of SC-001 (as far south as the intersection of 38th Street NW and 87th Avenue NW) and found this portion of the stream to be too densely vegetated to support piping plover breeding as well.

Most piping plovers from the Northern Great Plains breeding population are believed to migrate non-stop to and from breeding and wintering grounds; however, stopovers do occur in the interior United States (Elliott-Smith and Haig 2004). Records from the interior United States identified reservoir shorelines as the most common habitat with birds also stopping over at natural lakes, rivers, marsh wetlands, industrial ponds, and fish farms. Given this information, piping plovers are a possible, but unlikely stopover migrant at any of the wetlands or ponds in the Project area.

3.5.3 Interior Least Tern

Interior least terns nest in colonies on bare or sparsely vegetated sand or dried mud along rivers, reservoirs, lakes, and salt flats (Thompson et al. 1997; Lott 2006; Tern & Plover Conservation Partnership 2014). They are increasingly using human-modified nesting locations, such as sand/gravel pits, gravel rooftops, and industrial sites in proximity to water in areas where natural nesting habitat has been altered or removed (Sidle and Harrison 1990; Thompson et al. 1997). The ponds in the Project area could not support breeding least terns, as they do not provide the sparsely vegetated areas of sand necessary to support even a small colony. Furthermore, these waterbodies likely are not large enough to support the fish populations necessary to feed least tern colonies. However, least terns may rarely occur in any aquatic habitat in the Project area during post-breeding and fall migration, as the species has been observed in a variety of aquatic habitats throughout most of the United States during these periods (Thompson et al. 1997; Tern & Plover Conservation Partnership 2014).

3.5.4 Sprague's Pipit

Sprague's Pipits prefer well-drained areas of open, native grasslands (Robbins and Dale 1999). As such, the areas of native prairie documented in the Project area may serve as potential nesting habitat for the species. No Sprague's pipits were observed; however, this is a secretive species with cryptic plumage that is not easily detected (Robbins and Dale 1999). Furthermore, locally breeding individuals may not have arrived or initiated breeding activities due to the surveys being conducted during the very early stages of spring.

3.5.5 Pallid Sturgeon

Pallid sturgeon occur in the Missouri and Mississippi Rivers and some of their larger tributaries (United States Geological Survey 2013). In North Dakota, their range has been limited by damming, and the current range does not include Mountrail County. The Project is not likely to have any effect on pallid sturgeon as the Missouri River is not traversed nor is the species believed to be currently present in Mountrail County.

3.5.6 Dakota Skipper

Dakota skippers inhabit native prairie with high diversity of wildflowers and grasses (USFWS 2014c). No Dakota skippers were observed during May 2014 surveys; however, the species typically does not emerge from overwintering until June. The native prairie habitats present in the Project area may provide suitable habitat for the Dakota skipper.

3.5.7 Gray Wolf

The presence of gray wolves in North Dakota has been sporadic with animals likely dispersing from Minnesota and Manitoba, Canada (USFWS 2013). The gray wolf's habitat is largely restricted to areas with low densities of human habitation and roads. In North Dakota, habitat most likely includes the forested areas in north-central and northeast North Dakota; however, they may appear anywhere in the state. Given the high density of roads and people in the Project area, coupled with its distance from Manitoba and Minnesota, gray wolves are highly unlikely to occur in the Project area.

3.6 Data Gaps

The presence or absence of noxious weeds on the ROW is not known due to the earliness of field observations; noxious weeds may be present but had not sprouted when field observations were conducted.

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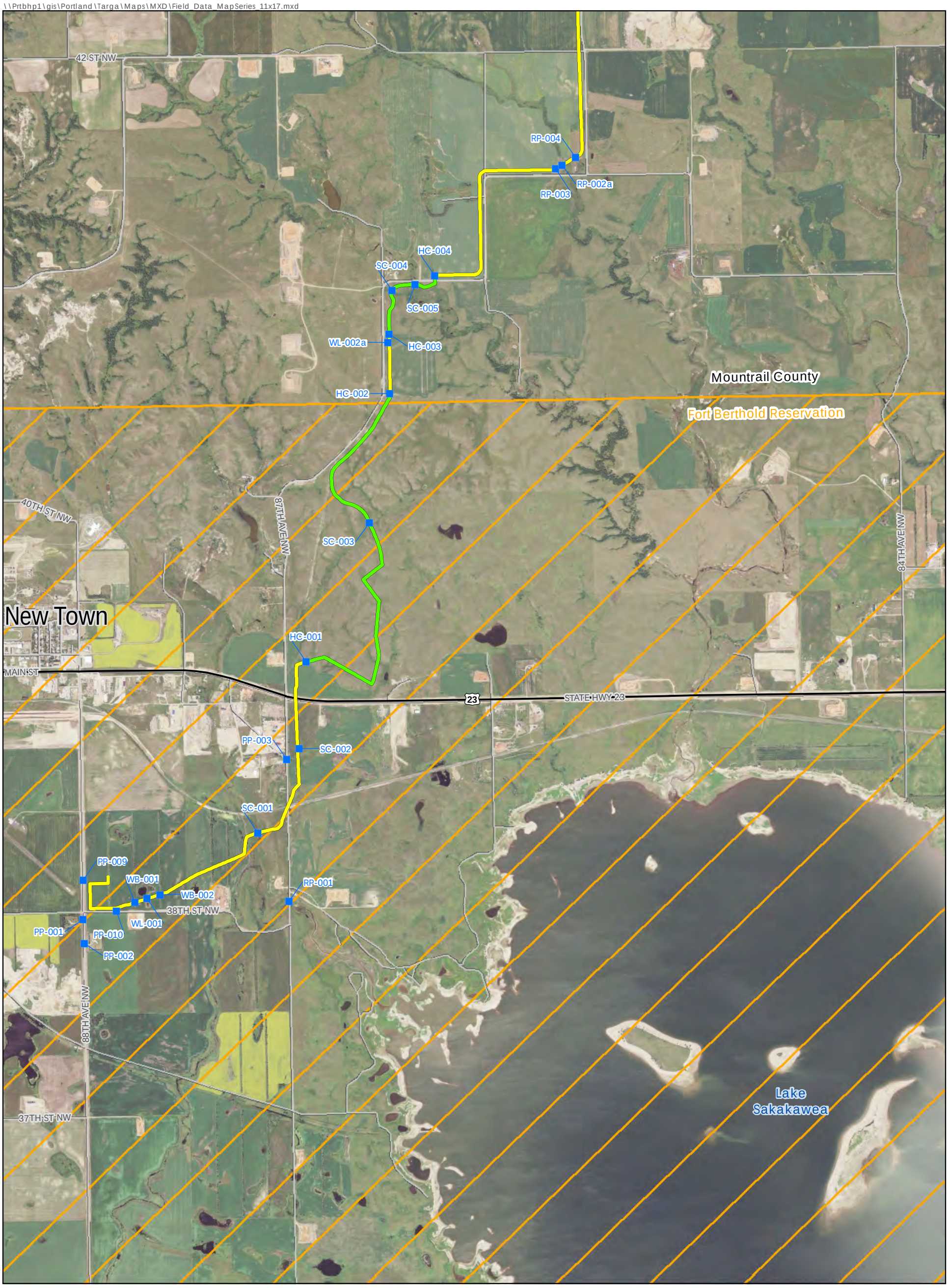
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Figures

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Source: ESRI 2009, NAIP 2012, E&E 2014

Legend for all map series

- Raptor Nest Observation (May 2014)
- Field Observations in the Project Area (May 2014)

2014 Habitat Types

- Agricultural Land
- Native Prairie
- Fort Berthold Reservation
- Major Roads
- Local Road

HC = Habitat Change
PP = Photo Point
RN = Raptor Nest
RP = Reference Point
SC = Stream Crossing
WB = Windbreak
WL = Wetland

0 1 Miles
0 1 Kilometers

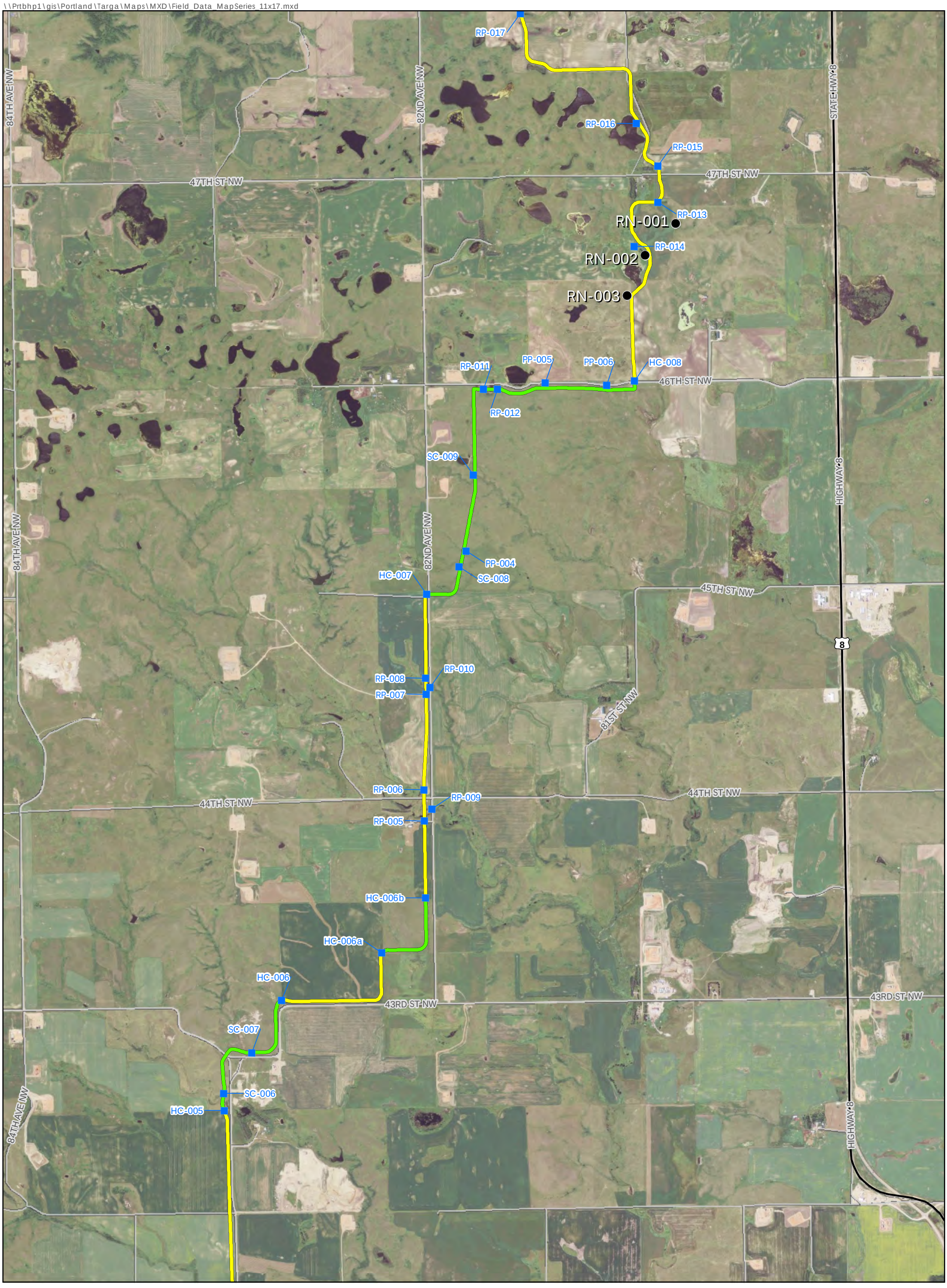
Figure 1:
ROW South New Town to Stanley Pipeline Field Observations in the Project Area

North Dakota, United States

June 2014

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Source: ESRI 2009, NAIP 2012, E&E 2014

Legend for all map series

- Raptor Nest Observation (May 2014)
- Field Observations in the Project Area (May 2014)

2014 Habitat Types

- Agricultural Land
- Native Prairie
- Fort Berthold Reservation
- Major Roads
- Local Road

HC = Habitat Change
PP = Photo Point
RN = Raptor Nest
RP = Reference Point
SC = Stream Crossing
WB = Windbreak
WL = Wetland

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0 1 Kilometers

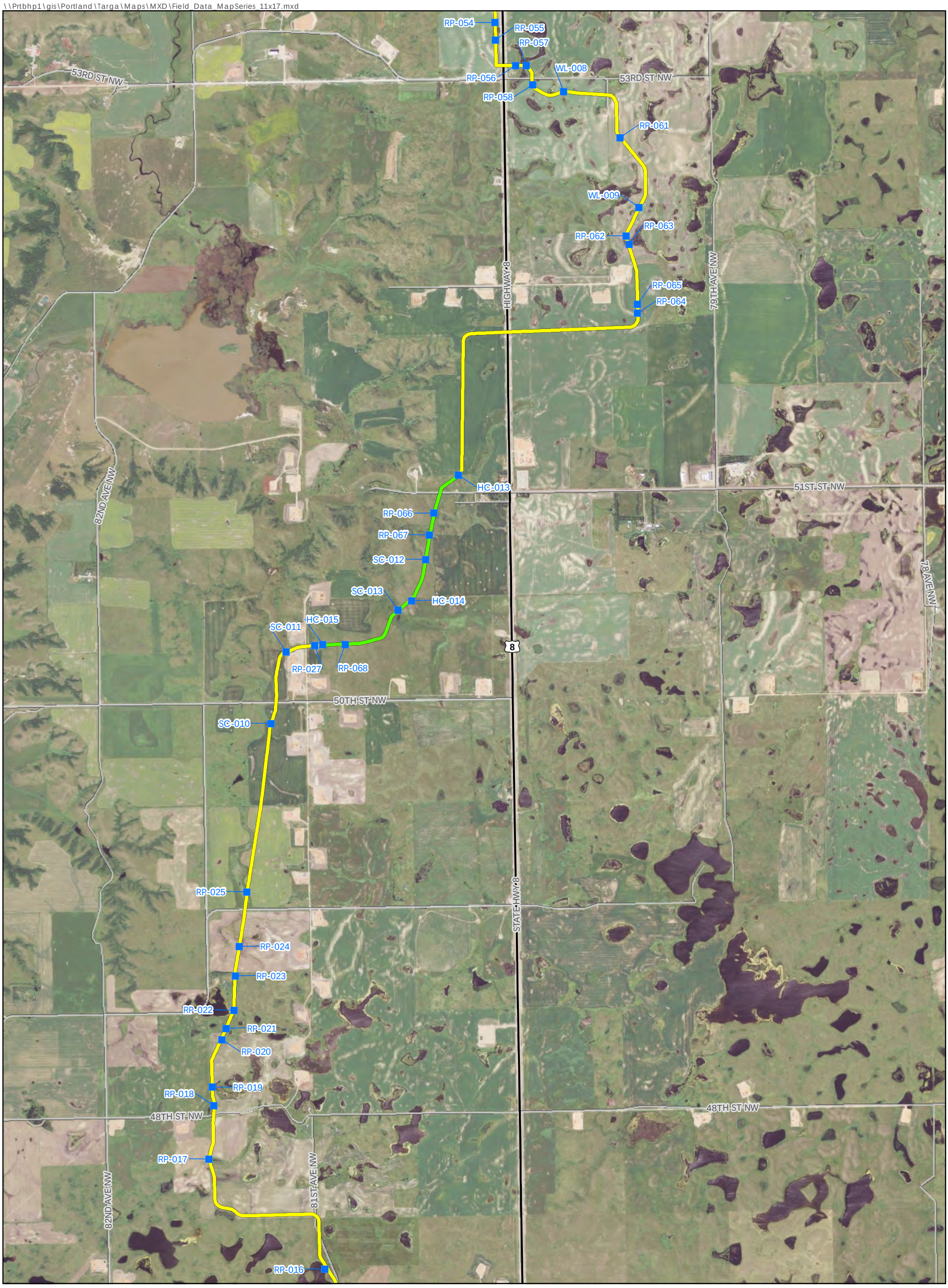
Figure 2:
ROW South Central New Town to Stanley Pipeline Field Observations in the Project Area

North Dakota, United States

June 2014

LOWHAM WALSH LLC
Engineering & Environmental Services

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Source: ESRI 2009, NAIP 2012, E&E 2014

Legend for all map series

- Raptor Nest Observation (May 2014)
- Field Observations in the Project Area (May 2014)

2014 Habitat Types

- Agricultural Land
- Native Prairie
- Fort Berthold Reservation
- Major Roads
- Local Road

HC = Habitat Change
PP = Photo Point
RN = Raptor Nest
RP = Reference Point
SC = Stream Crossing
WB = Windbreak
WL = Wetland

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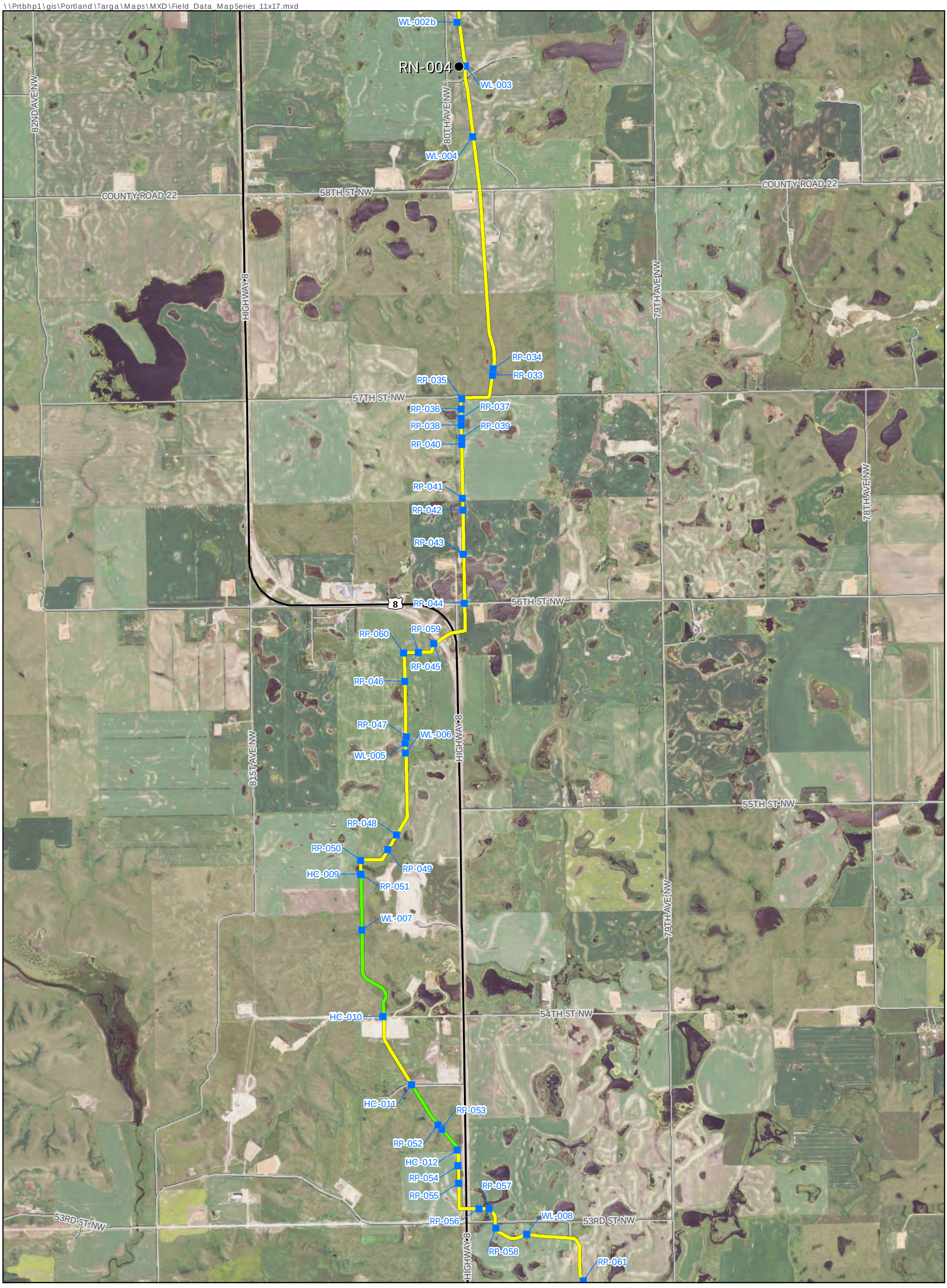
Figure 3:
ROW Central New Town to Stanley Pipeline Field Observations in the Project Area

North Dakota, United States

June 2014

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Source: ESRI 2009, NAIP 2012, E&E 2014

Legend for all map series

- Raptor Nest Observation (May 2014)
- Field Observations in the Project Area (May 2014)

2014 Habitat Types

- Agricultural Land
- Native Prairie
- Fort Berthold Reservation
- Major Roads
- Local Road

HC = Habitat Change
PP = Photo Point
RN = Raptor Nest
RP = Reference Point
SC = Stream Crossing
WB = Windbreak
WL = Wetland

0 1 Miles
0 1 Kilometers

Figure 4:
ROW North Central New Town to Stanley Pipeline Field Observations in the Project Area

North Dakota, United States

June 2014

LOWHAM WALSH LLC
Engineering & Environmental Services

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Source: ESRI 2009, NAIP 2012, E&E 2014

Legend for all map series

- Raptor Nest Observation (May 2014)
- Field Observations in the Project Area (May 2014)

2014 Habitat Types

- Agricultural Land
- Native Prairie
- Fort Berthold Reservation
- Major Roads
- Local Road

HC = Habitat Change
PP = Photo Point
RN = Raptor Nest
RP = Reference Point
SC = Stream Crossing
WB = Windbreak
WL = Wetland

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0 1 Kilometers

Figure 5:
ROW North New Town to Stanley Pipeline Field Observations in the Project Area

North Dakota, United States

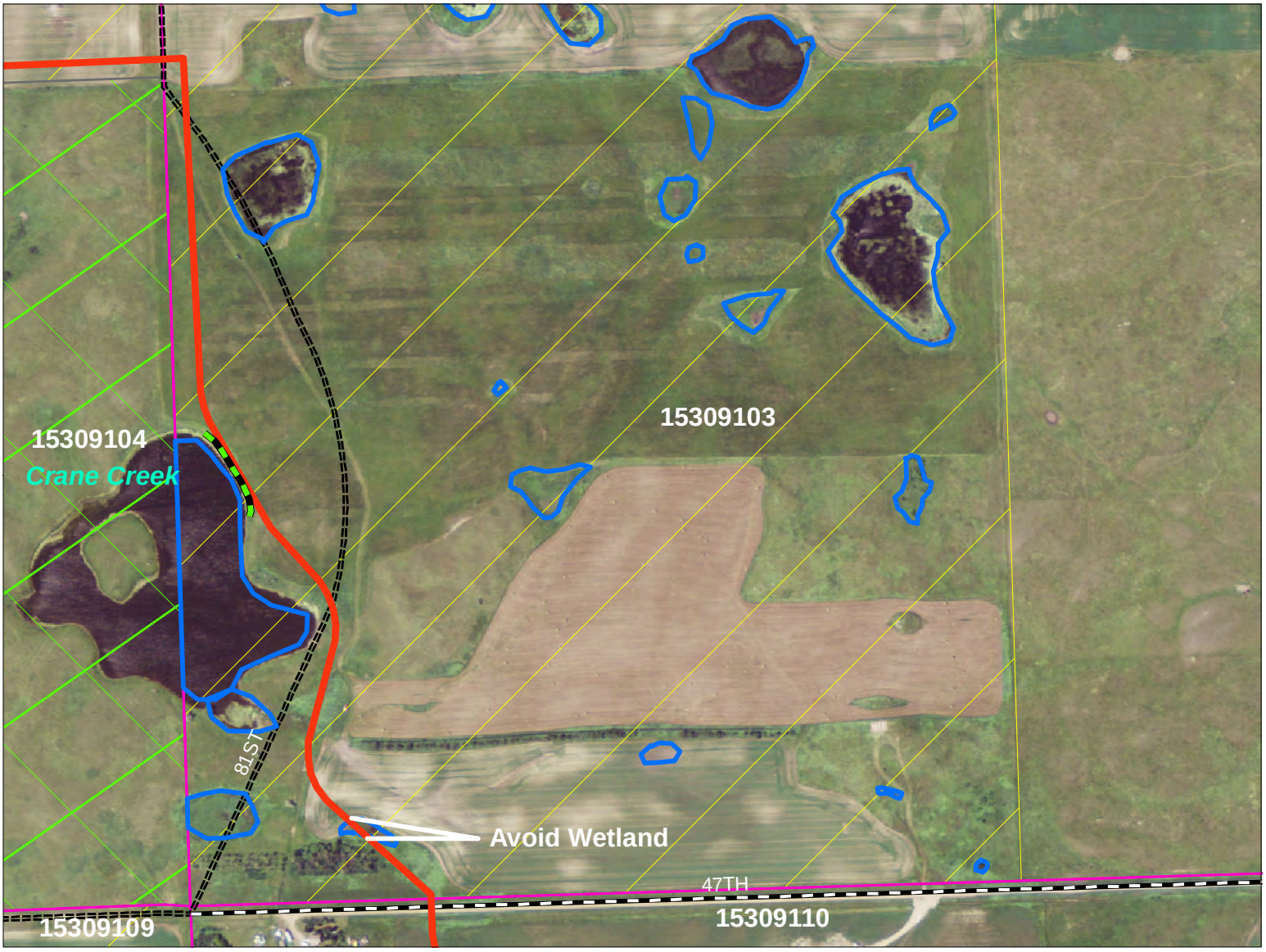
June 2014

LOWHAM WALSH LLC
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Appendices

Appendix A: Wetland Management Areas

T. 153N., R.91W. SECTION: 03
Mountrail County TRACT NO: 345x,1



1 inch = 0.094697 miles

1 inch = 500 feet

Aerial Photography: 2012
Map Prepared: 2/27/2013

OIL & GAS INTEREST

- Wetlands
- Saddle Butte Crude Oil Pipeline
- Erosion Control

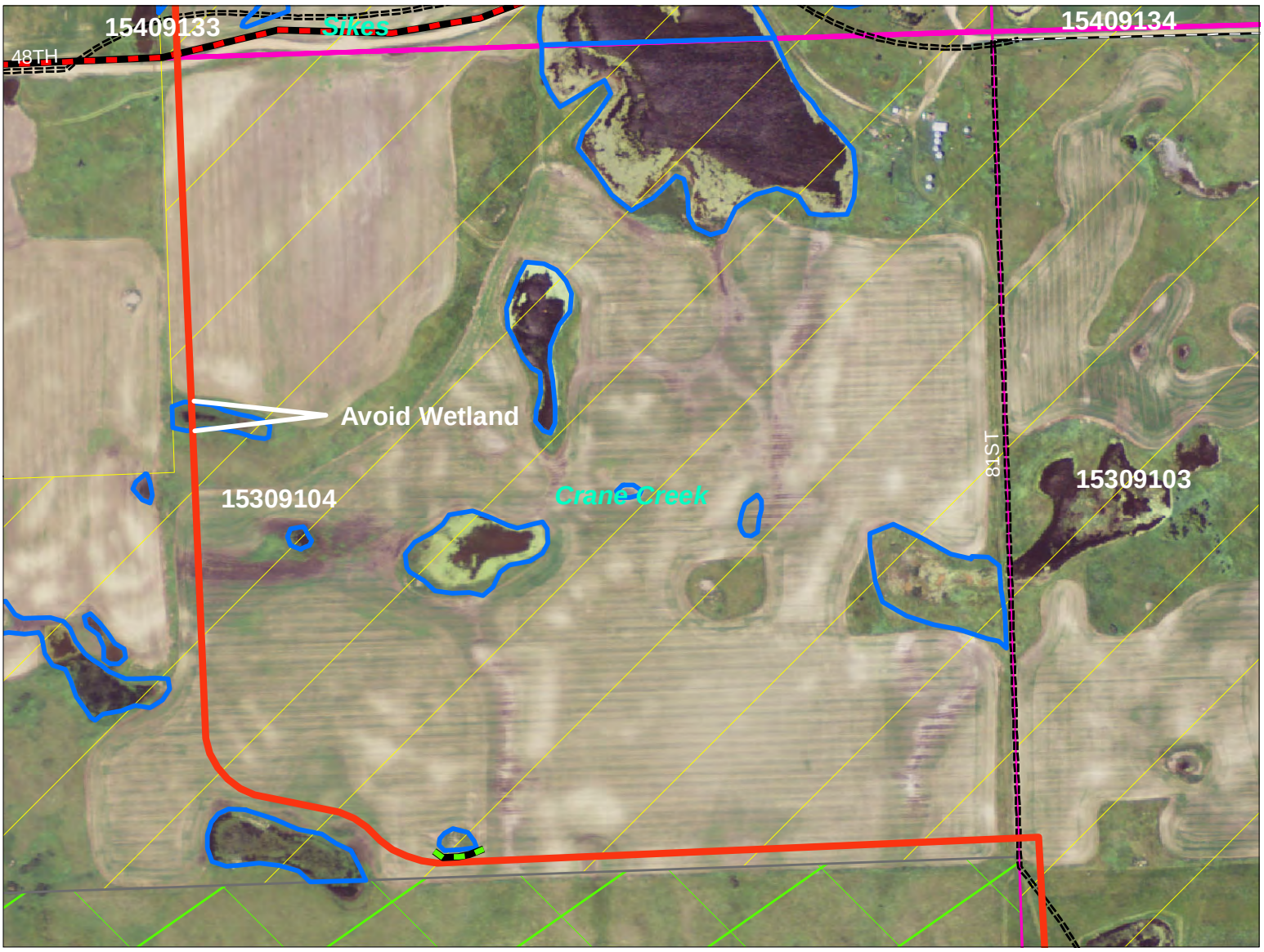
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FWS Easement Type

- Grassland Easement
- Wetland Easement
- Grassland & Wetland Easement

Disclaimer:
This map represents the approximate location, size and shape of wetland basins using visible water, vegetation, and soil indicators from aerial photography available at the time this map was prepared. The ONLY purpose of this map is to aid in the siting of oil and/or gas facilities. THIS MAP IS NOT AN OFFICIAL MAP OF U.S. FISH AND WILDLIFE SERVICE PROTECTED WETLANDS AND IS NOT INTENDED TO BE USED FOR ANY OTHER PURPOSE BESIDES THE PLANNING AND SITING OF OIL AND/OR GAS FACILITIES.

T. 153N., R.91W. SECTION: 04
Mountrail County TRACT NO: 362x



1 inch = 0.094697 miles

1 inch = 500 feet

Aerial Photography: 2012
Map Prepared: 2/27/2013

OIL & GAS INTEREST

- Saddle Butte Crude Oil Pipeline
- Wetlands
- Erosion Control

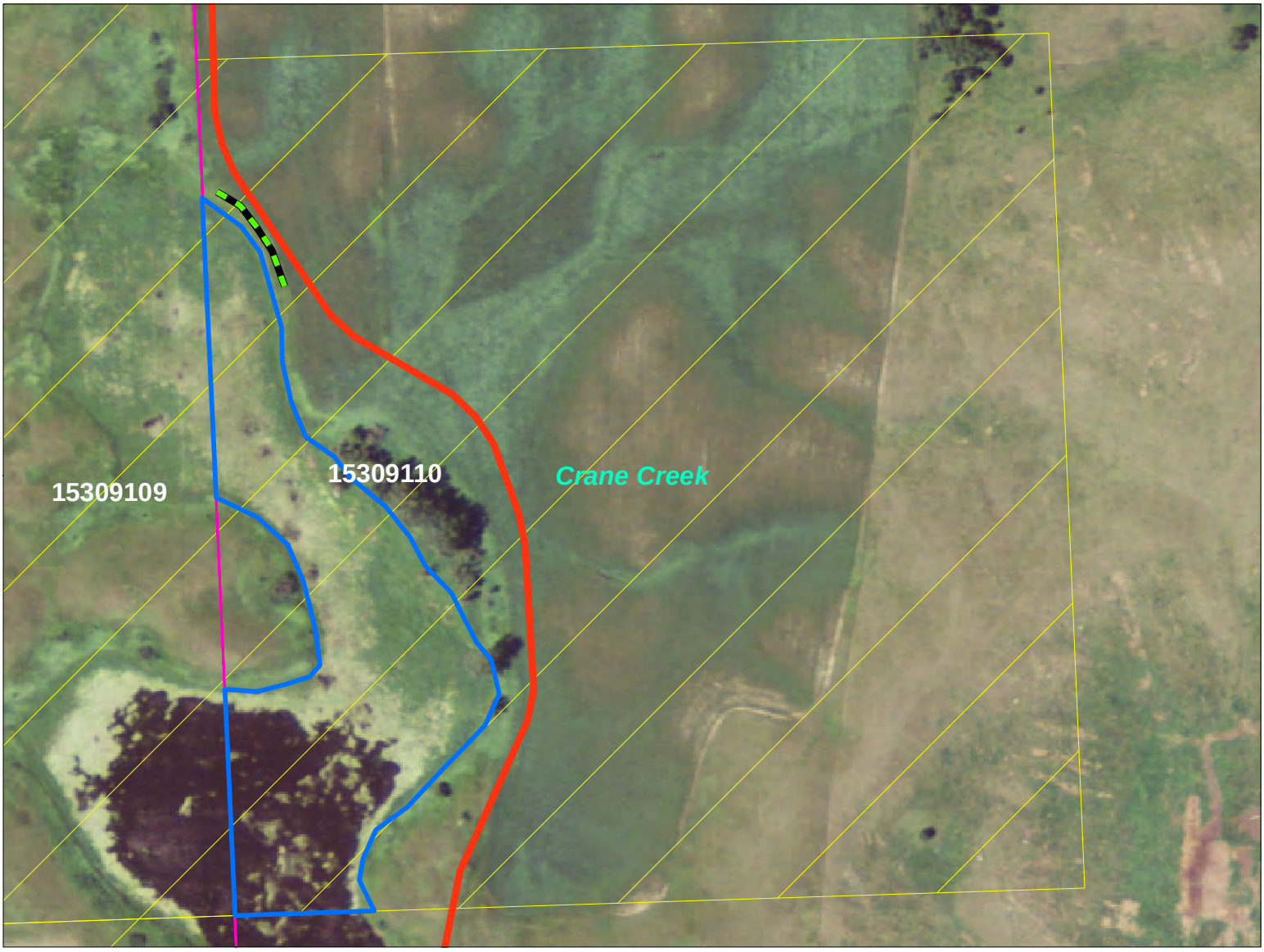
N
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FWS Easement Type

- Grassland Easement
- Wetland Easement
- Grassland & Wetland Easement

Disclaimer:
This map represents the approximate location, size and shape of wetland basins using visible water, vegetation, and soil indicators from aerial photography available at the time this map was prepared. The ONLY purpose of this map is to aid in the siting of oil and/or gas facilities. THIS MAP IS NOT AN OFFICIAL MAP OF U.S. FISH AND WILDLIFE SERVICE PROTECTED WETLANDS AND IS NOT INTENDED TO BE USED FOR ANY OTHER PURPOSE BESIDES THE PLANNING AND SITING OF OIL AND/OR GAS FACILITIES.

T. 153N., R.91W. SECTION: 10
Mountrail County TRACT NO: 345x,1



1 inch = 0.046009 miles

1 inch = 242.925161 feet

Aerial Photography: 2012
Map Prepared: 2/27/2013

OIL & GAS INTEREST

- Saddle Butte Crude Oil Pipeline
- Wetlands
- Erosion Control

N
W E
S

FWS Easement Type

- Grassland Easement
- Wetland Easement
- Grassland & Wetland Easement

Disclaimer:
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T. 154N., R.91W. SECTION: 11
Mountrail County TRACT NO: 160x,1,2x



1 inch = 0.063131 miles

1 inch = 333.333333 feet

Aerial Photography: 2012
Map Prepared: 2/27/2013

OIL & GAS INTEREST

- Wetlands
- Saddle Butte Crude Oil Pipeline
- Erosion Control

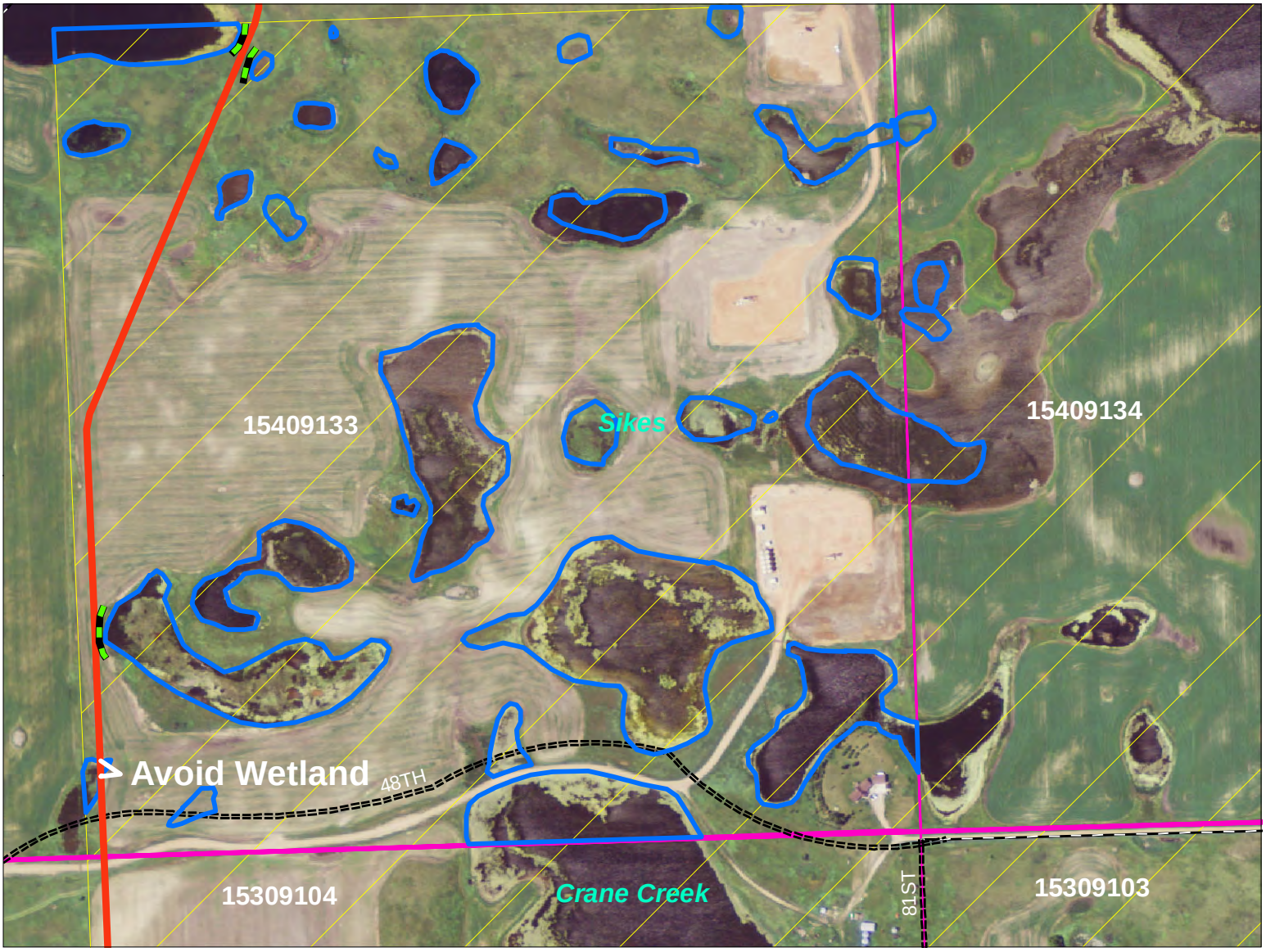
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FWS Easement Type

- Grassland Easement
- Wetland Easement
- Grassland & Wetland Easement

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T. 154N., R.91W. SECTION: 33
Mountrail County TRACT NO: 362x



1 inch = 0.094697 miles

1 inch = 500 feet

Aerial Photography: 2012
Map Prepared: 2/27/2013

OIL & GAS INTEREST

- Wetlands
- Saddle Butte Crude Oil Pipeline
- Erosion Control

N
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FWS Easement Type

- Grassland Easement
- Wetland Easement
- Grassland & Wetland Easement

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T. 155N., R.91W. SECTION: 23
Mountrail County TRACT NO: 295x



1 inch = 0.078914 miles

1 inch = 416.666667 feet

Aerial Photography: 2012
Map Prepared: 2/27/2013

OIL & GAS INTEREST

- Wetlands
- Saddle Butte Crude Oil Pipeline

N
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FWS Easement Type

- Grassland Easement
- Wetland Easement
- Grassland & Wetland Easement

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T. 155N., R.91W. SECTION: 23
Mountrail County TRACT NO: 321x



1 inch = 0.047348 miles

1 inch = 250 feet

Aerial Photography: 2012
Map Prepared: 2/27/2013

OIL & GAS INTEREST

- Wetlands
- Saddle Butte Crude Oil Pipeline
- Erosion Control

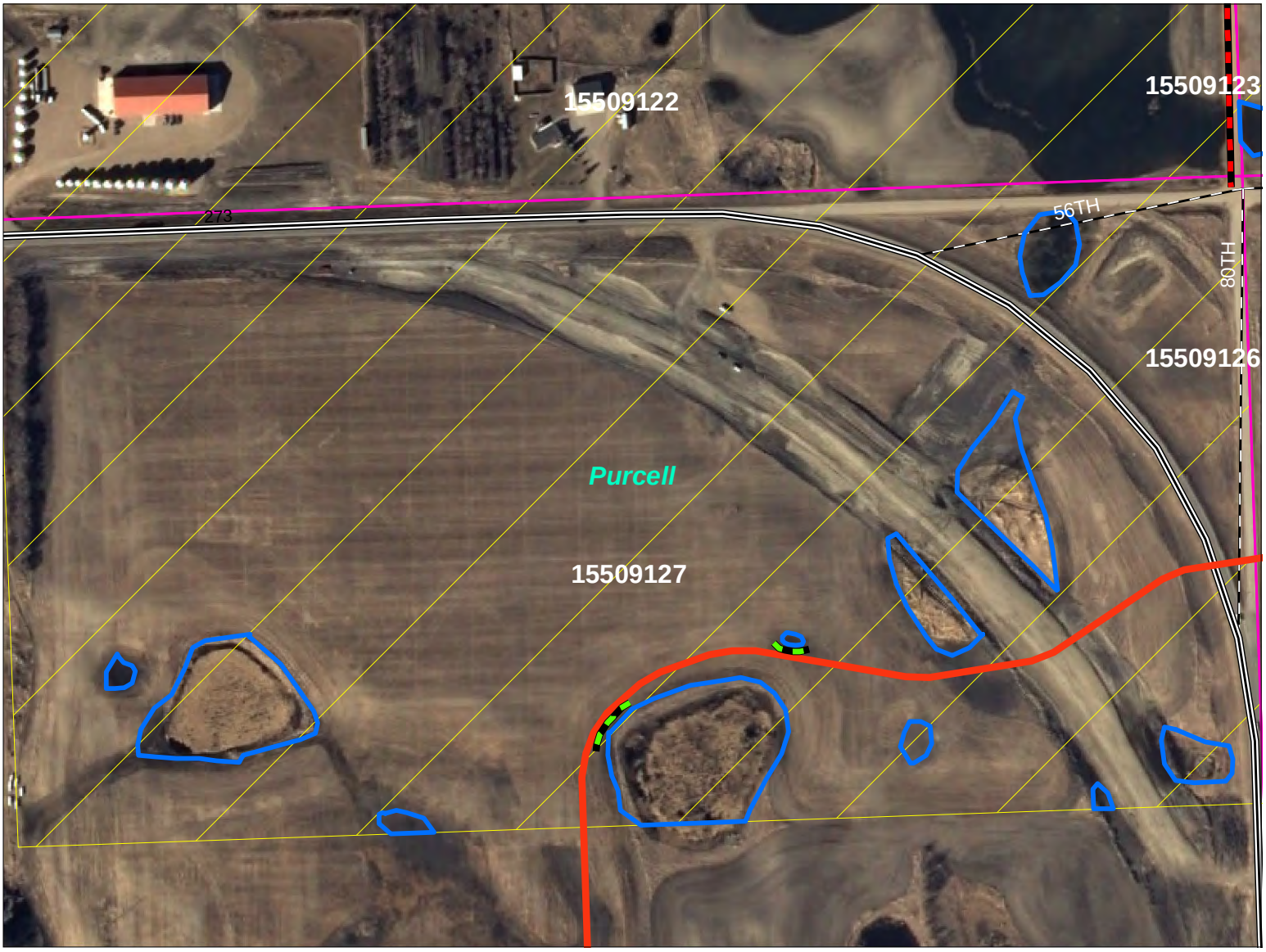
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FWS Easement Type

- Grassland Easement
- Wetland Easement
- Grassland & Wetland Easement

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T. 155N., R.91W. SECTION: 27
Mountrail County TRACT NO: 321x



1 inch = 0.063131 miles

1 inch = 333.333333 feet

Aerial Photography: 2012
Map Prepared: 2/27/2013

OIL & GAS INTEREST

- Saddle Butte Crude Oil Pipeline
- Wetlands
- Erosion Control

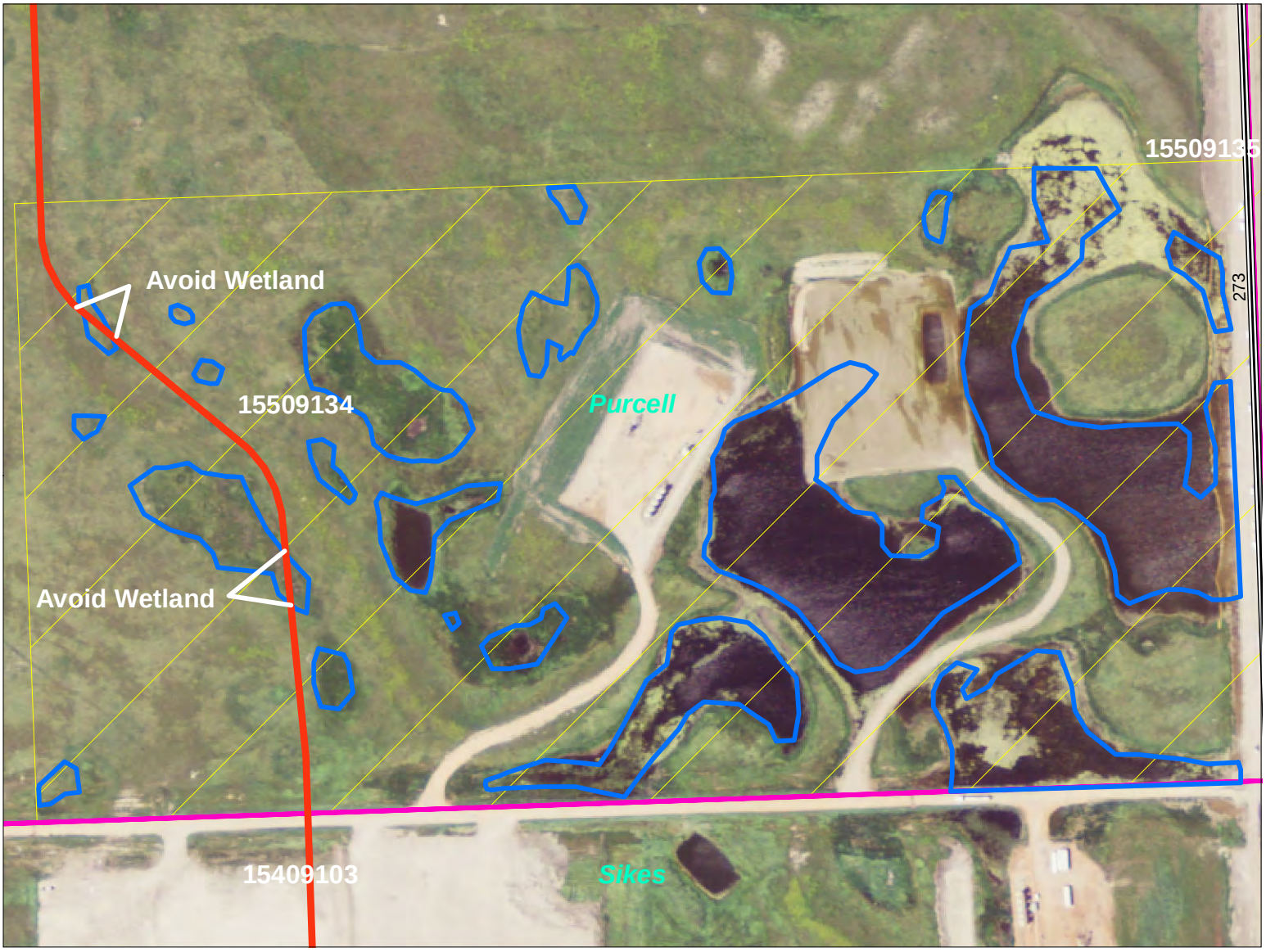
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FWS Easement Type

- Grassland Easement
- Wetland Easement
- Grassland & Wetland Easement

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T. 155N., R.91W. SECTION: 34
Mountrail County TRACT NO: 384x



1 inch = 0.063131 miles

1 inch = 333.333333 feet

Aerial Photography: 2012
Map Prepared: 2/27/2013

OIL & GAS INTEREST

- Wetlands
- Saddle Butte Crude Oil Pipeline

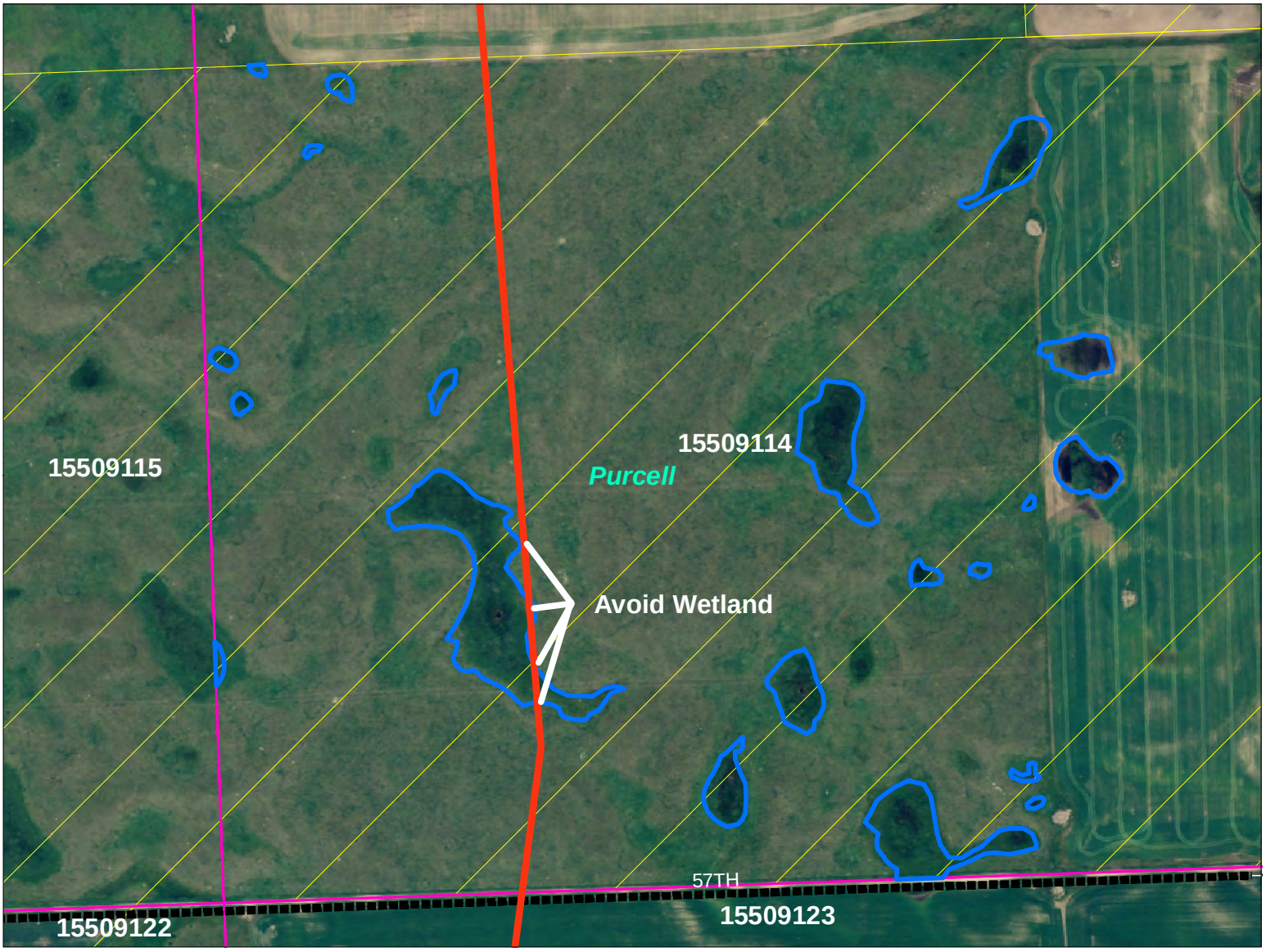
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FWS Easement Type

- Grassland Easement
- Wetland Easement
- Grassland & Wetland Easement

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T. 155N., R.91W. SECTION: 14
Mountrail County TRACT NO: 366x



1 inch = 0.094697 miles

1 inch = 500 feet

Aerial Photography: 2012
Map Prepared: 2/25/2013

OIL & GAS INTEREST

- Wetlands
- Saddle Butte Crude Oil Pipeline

N
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S

FWS Easement Type

- Grassland Easement
- Wetland Easement
- Grassland & Wetland Easement

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Appendix B: Project Area Reference Points and Photographs

List of All Reference Points Collected During May 2014 Biological Field Survey

Data Point	Feature Type	Image Number	Photo Number	Comment	Direction
HC-001	Habitat Change			Habitat change from agriculture to native prairie.	
HC-002	Habitat Change			Changes from native prairie to agriculture. Wheat fields.	
HC-003	Habitat Change			Change from crop to native prairie.	
HC-004	Habitat Change			Change to agriculture from the native prairie.	
HC-005	Habitat Change			Native prairie on north side.	
HC-006	Habitat Change			Native prairie west, cropland east.	
HC-007	Habitat Change			West is agriculture, east road and east of that is native.	
HC-008	Habitat Change			Changes to agriculture.	
HC-009	Habitat Change			Prairie to south, ag land to north.	
HC-010	Habitat Change			Prairie to north, ag land to south.	
HC-011	Habitat Change				
HC-012	Habitat Change			Prairie to north, ag land to south.	
HC-013	Habitat Change			Ag land to north, prairie to south.	
HC-014	Habitat Change			ROW passes through small corner of agriculture field. Continues to the south as native prairie.	
HC-015	Habitat Change			Prairie to north, ag land to south.	
PP-001	Photo	831.jpg	1	House located close to ROW.	W
PP-002		72.jpg	2	House located close to ROW.	E
PP-003	Photo	359.jpg	3	House located close to ROW.	W
PP-004	Photo	125.jpg	4	Off-ROW sedimentation due to surface flow over ROW.	
PP-005	Photo	830.jpg		EC fabric on small swale. No issues noted.	S
PP-006	Photo	930.jpg	5	Silt fence, coir log. Minor off-site sedimentation.	S
PP-007	Photo	379.jpg	6	Photo of Stanley facility.	NW
PP-008	Reference Location	753.jpg	7	View of HDD crossing to north end tap site in Stanley.	E
PP-009	Photo	2.jpg	86	Looking eastward to New Town facility.	E
PP-010	Photo	5.jpg	87	South side of New Town tank facility, looking north.	N
RP-001	Reference Location			Potential Piping plover habitat: Pond and wetland connected to lake by stream. No sign of sparsely vegetated, bare ground (i.e., sand or gravel) for PIPL nesting. Lake is more than 0.25 miles away. Species could occur here but likely not to breed or brood young. Even foraging seems unlikely.	
RP-002a	Reference Location	414.jpg	8	HDD south end drilled to avoid wetland	NE

List of All Reference Points Collected During May 2014 Biological Field Survey

Data Point	Feature Type	Image Number	Photo Number	Comment	Direction
RP-002b	Reference Location	219.jpg	9	HDD north end drilled to avoid wetland. Drill was apparently placed where whitish soil is located on left side of photo.	SW
RP-003	Reference Location			HDD south end	
RP-004	Reference Location			HDD north end	
RP-005	Reference Location			HDD south end	
RP-006	Reference Location			HDD north end	
RP-007	Reference Location			HDD south end	
RP-008	Reference Location			HDD north end	
RP-009	Reference Location	106.jpg 116.jpg	10 11	Crane Creek. Pipeline was placed using HDD techniques at points RP-005 and RP-006 to avoid this drainage.	SW NW
RP-010	Reference Location	213.jpg	12	Pond avoided by HDD locations RP-007 and RP-008.	NW
RP-011	Reference Location	7.jpg	13	HDD under a pothole, south end.	E
RP-012	Reference Location			HDD North end	
RP-013	Reference Location	404.jpg	14	Trees have been removed from this point to the west (right).	W
RP-014	Reference Location	520.jpg	15	Large prairie pothole with associated wetlands. The ROW passed adjacent to the wetlands. Silt fence recently collapsed, sediment was trapped behind it.	S
RP-015	Reference Location	817.jpg	16	Subsidence in ROW adjacent to a small wetland, which may be a cause of the slumping visible in photo. Slump is about 1 foot deep.	NW
RP-016	Reference Location	752.jpg	17	Erosion control on west side of ROW, approximately 6 feet from pothole. Intact.	S
RP-017	Reference Location	786.jpg	18	Silt fence to east of ROW.	SE
RP-018	Reference Location	487.jpg	19	ROW passes through edge of pothole. Silt fence had been installed here.	N
RP-019	Reference Location	666.jpg	20	ROW passes adjacent to pothole. Silt fence around west side of pothole.	NE

List of All Reference Points Collected During May 2014 Biological Field Survey

Data Point	Feature Type	Image Number	Photo Number	Comment	Direction
RP-020	Reference Location	436.jpg	21	ROW passes adjacent to small pothole. Silt fence could have been installed here.	NE
RP-021	Reference Location	22.jpg	22	HDD south end to avoid wetland.	NE
RP-022	Reference Location			HDD North end	
RP-023	Reference Location	923.jpg	23	Spoil pile on the ROW. Unclear of its purpose. Should be removed.	S
RP-024	Reference Location	141.jpg	24	HDD south end of wetland. Silt fence must have recently failed in one area as no soil was noted on the wetland side of fence.	NW
RP-025	Reference Location	135.jpg	25	HDD north end.	NE
RP-026	Reference Location				
RP-027	Reference Location	910.jpg	26	HDD north end to avoid stream and riparian area.	E
RP-028	Reference Location				
RP-029	Reference Location	931.jpg	27	HDD south end to avoid wetland.	S
RP-030	Reference Location			HDD north end.	
RP-031	Reference Location	142.jpg	28	HDD north end to avoid prairie pothole.	S
RP-032	Reference Location			HDD south end.	
RP-033	Reference Location	439.jpg	29	HDD south end. Silt fence indicates beginning and end of HDD area. Silt fence has begun to fall down.	NE
RP-034	Reference Location			HDD north end.	
RP-035	Reference Location	527.jpg	30	HDD north end, underwater, to avoid prairie pothole.	S
RP-036	Reference Location			HDD south end.	
RP-037	Reference Location	325.jpg	31	HDD north end to avoid prairie pothole.	S
RP-038	Reference Location			HDD south end.	
RP-039	Reference Location	33.jpg	32	HDD north end to avoid prairie pothole.	S
RP-040	Reference Location			HDD south end.	
RP-041	Reference Location	329.jpg	33	HDD north end to avoid prairie pothole.	S

List of All Reference Points Collected During May 2014 Biological Field Survey

Data Point	Feature Type	Image Number	Photo Number	Comment	Direction
RP-042	Reference Location			HDD south end.	
RP-043	Reference Location	559.jpg	34	HDD north end to avoid large pothole that is adjacent to tilled field.	S
RP-044	Reference Location	161.jpg	35	HDD south end.	S
RP-045	Reference Location	840.jpg	36	HDD south end. Came under road and a small wetland adjacent to the road. RP-059 and RP-060 are the next HDD points to the south.	
RP-046	Reference Location	783.jpg	37	HDD north end to avoid pothole.	S
RP-047	Reference Location	471.jpg	38	ROW avoided pothole. No effect to this area.	
RP-048	Reference Location	134.jpg	39	HDD site to avoid pothole.	S
RP-049	Reference Location			HDD south end.	
RP-050	Reference Location	759.jpg	40	HDD north end to avoid pothole. Pipeline marker pipe on fence line.	S
RP-051	Reference Location			South end HDD. No issues. A large rock just west of state land boundary could be the rock the farmer of this land complained about to us.	
RP-052	Reference Location	443.jpg	41	HDD north end. Silt fence is in good condition and is visible on both sides of HDD.	SE
RP-053	Reference Location			HDD south end.	
RP-054	Reference Location	427.jpg	42	HDD north end. The ROW runs southward on the far end of this pothole.	S
RP-055	Reference Location	544.jpg	43	HDD south end. A pipeline marker pipe is visible center-right in the photograph.	W
RP-056	Reference Location			HDD north end.	
RP-057	Reference Location	584.jpg	44	HDD south end to avoid wetland.	W
RP-058	Reference Location	686.jpg	45	Slash pile of cottonwood. May be from “salt water pipeline,” another pipeline that is directly adjacent to the Targa pipeline.	SE
RP-059	Reference Location	577.jpg	46	HDD crossing north end to avoid pothole.	NW
RP-060	Reference Location			HDD south end.	

List of All Reference Points Collected During May 2014 Biological Field Survey

Data Point	Feature Type	Image Number	Photo Number	Comment	Direction
RP-061	Reference Location	640.jpg	47	Potential windbreak noted on aerial maps; it does not exist. Space between fields appears to have been altered in separate event from pipeline construction. Note presence of recent tilling on this field.	N
RP-062	Reference Location			HDD north end.	
RP-063	Reference Location	409.jpg	48	HDD south end. No problems with silt fence noted.	N
RP-064	Reference Location	186.jpg	49	HDD crossing south end. Silt fence was removed just a few minutes before photograph was taken.	S
RP-065	Reference Location	926.jpg	50	HDD north end. Silt fence just removed from this pothole a few minutes before photograph was taken.	S
RP-066	Reference Location	604.jpg 556.jpg	51 52	North end of HDD runs alongside this drainage. Silt fence was recently removed from east side of ROW.	N S
RP-067	Reference Location	430.jpg	53	South end of HDD. Some hay remains from erosion control logs that were just removed.	W
RP-068	Reference Location	838.jpg 70.jpg	54 55	ROW crosses possible draw with no recent flow. Trees/shrubs adjacent to ROW. None appear removed from construction.	NW SE
SC-001	Stream Crossing	897.jpg 47.jpg	56 57	ROW crosses through stream. Habitat appears minimal in this stream both up and downstream of pipeline disturbance.	W
SC-002	Stream Crossing				
SC-003	Stream Crossing	279.jpg	58	Stream crossing with erosion control. Intermittent stream with no water. Silt fence on right side of ROW – in good condition.	S
SC-004	Stream Crossing	97.jpg	59	ROW crosses intermittent stream with no water. ROW may have removed some trees/shrubs associated with stream area.	E
SC-005	Stream Crossing	788.jpg	60	Pipeline was trenched through small drainage.	
SC-006	Stream Crossing	488.jpg	61	ROW crosses stream. Silt fence in good condition.	W
SC-007	Stream Crossing	851.jpg	62	Erosion control straw logs extend halfway across draw. Drainage is salty.	

List of All Reference Points Collected During May 2014 Biological Field Survey

Data Point	Feature Type	Image Number	Photo Number	Comment	Direction
SC-008	Stream Crossing	526.jpg 872.jpg	63 64	ROW crosses through drainage.	NE
SC-009	Stream Crossing	853.jpg	65	ROW crosses draw with water in it. Sediment control is inadequate here.	E
SC-010	Stream Crossing	698.jpg	66	ROW crosses small flowing drainage. No silt fence was used here.	N
SC-011	Stream Crossing	3.jpg		No information	
SC-012	Stream Crossing	226.jpg 136.jpg	67 68	ROW crosses intermittent stream. Silt fence recently removed but some hay piles from straw logs remain. Water had collected on ROW.	W E
SC-013	Stream Crossing	709.jpg	69	ROW crosses through intermittent stream. Silt fence recently removed on downstream end.	W
WL-001	Wetland	452.jpg 3.jpg	70 71	ROW crosses through this wetland that is surrounded by wheat field. Wetland is mostly cattail marsh. Potholes are located to north and south sides of ROW. Three waterfowl species using pond, possibly breeding.	N S
WL-002a	Wetland	782.jpg	72	ROW passes adjacent to this pothole to the east.	
WL-002b	Wetland	673.jpg	73	ROW impinged on wetland during high water of spring.	SE
WL-003	Wetland	789.jpg	74	ROW passes pothole to west and within 10 feet of old house.	E
WL-004	Wetland	669.jpg 239.jpg	75 76	ROW crosses narrow part of pothole. Cattail re-growing in disturbed area.	S
WL-005	Wetland	211.jpg	77	HDD north end. Note recent tilling of wheat field.	S
WL-006	Wetland			HDD south end.	
WL-007	Wetland	367.jpg	78	Pipeline went through narrow part of pothole, approximately 20 feet wide.	S
WL-008	Wetland	449.jpg	79	ROW crosses edge of pothole. Adjacent pipeline shares ROW; unclear which ROW impinged wetland.	E
WL-009	Wetland	272.jpg 631.jpg	80 81	ROW skirts pothole. Silt fence in place but breached near center, sediment spilled into wetland.	W SW



Photo 1: PP-001. Photo 831 (W). House located close to ROW.



Photo 2: PP-002. Photo 72 (E). House located close to ROW.



Photo 3: PP-003. Photo 359 (W). House located close to ROW.



Photo 4: PP-004. Photo 125. Off-ROW sedimentation due to surface flow over ROW.



Photo 5: PP-006. Photo 930 (S). Silt fence, coir log. Minor off-site sedimentation.



Photo 6: PP-007. Photo 379 (NW). Photo of Stanley facility.



Photo 7: PP-008. Photo 753 (E). View of HDD crossing to north end tap site in Stanley.



Photo 8: RP-002a. Photo 414 (NE). HDD south end drilled to avoid wetland.



Photo 9: RP-002b. Photo 219 (SW). HDD north end - drilled to avoid wetland noted in Photo 8. Drill was apparently placed where whitish soil is located on left side of photo.



Photo 10: RP-009. Photo 106 (SW). Crane Creek. Pipeline was placed using HDD techniques at points RP-005 and RP-006 to avoid this drainage.



Photo 11: RP-009. Photo 116 (NW). Crane Creek.



Photo 12: RP-010. Photo 213 (NW). Pond avoided by HDD locations RP-007 and RP-008.



Photo 13: RP-011. Photo 7 (E). HDD under a pothole, south end.



Photo 14: RP-013. Photo 404 (W). Trees have been removed from this point to the west (right).



Photo 15: RP-014. Photo 520 (S). Large prairie pothole with associated wetlands. The ROW passed adjacent to the wetlands. Silt fence recently collapsed, sediment was trapped behind it.



Photo 16: RP-015. Photo 817 (NW). Subsidence in ROW adjacent to a small wetland to left, which may be a cause of the slumping, which is about 1 foot deep.



Photo 17: RP-016. Photo 752 (S). Erosion control on west side of ROW, approximately 6 feet from pothole. Intact.



Photo 18: RP-017. Photo 786 (SE). Silt fence to east of ROW. Note tilled land on right.



Photo 19: RP-018. Photo 487 (N). ROW passes through edge of pothole. Silt fence had been installed here.



Photo 20: RP-019. Photo 666 (NE). ROW passes adjacent to pothole. Silt fence around west side of pothole.



Photo 21: RP-020. Photo 436 (NE). ROW passes adjacent to small pothole. Silt fence could have been installed here.



Photo 22: RP-021. Photo 22 (NE). HDD south end to avoid wetland.



Photo 23: RP-023. Photo 923 (S). Spoil pile on the ROW. Unclear of its purpose. Should be removed.



Photo 24: RP-024. Photo 141 (NW). HDD south end of wetland. Silt fence must have recently failed in one area as no soil was noted on the wetland side of fence.



Photo 25: RP-025. Photo 135 (NE). HDD north end.



Photo 26: RP-027. Photo 910 (E). HDD north end to avoid stream and riparian area located in foreground of photograph.



Photo 27: RP-029. Photo 931 (S). HDD south end to avoid wetland shown in center of photograph.



Photo 28: RP-031. Photo 142 (S). HDD north end to avoid prairie pothole shown in center of photograph.

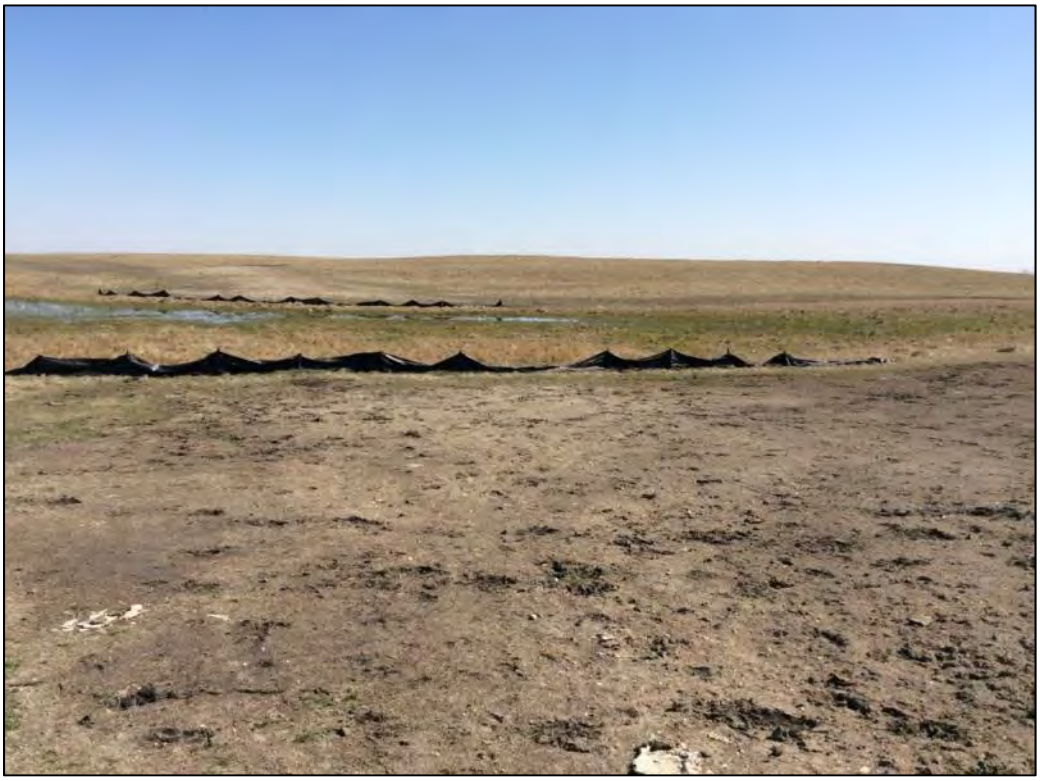


Photo 29: RP-033. Photo 439 (NE). HDD south end. Silt fence indicates beginning and end of HDD area. Silt fence has begun to fall down.



Photo 30: RP-035. Photo 527 (S). HDD north end, underwater, to avoid prairie pothole.



Photo 31: RP-037. Photo 325 (S). HDD north end to avoid prairie pothole.



Photo 32: RP-039. Photo 33 (S). HDD north end to avoid prairie pothole.



Photo 33: RP-041. Photo 329 (S). HDD north end to avoid prairie pothole.



Photo 34: RP-043. Photo 559 (S). HDD north end to avoid this large pothole that is adjacent to tilled field (note stubble in foreground).



Photo 35: RP-044. Photo 161 (S). HDD south end. This is the other end of the HDD shown in Photo 34.



Photo 36: RP-045. Photo 840. HDD south end. Came under road and a small wetland adjacent to the road. RP-059 and RP-060 are the next HDD points to the south.



Photo 37: RP-046. Photo 783 (S). HDD north end to avoid pothole.



Photo 38: RP-047. Photo 471. ROW avoided pothole. No effect to this area.



Photo 39: RP-048. Photo 134 (S). HDD site to avoid pothole.



Photo 40: RP-050. Photo 759 (S). HDD north end to avoid pothole. Pipeline marker pipe on fence line.



Photo 41: RP-052. Photo 443 (SE). HDD north end. Silt fence is in good condition and is visible on both sides of HDD.



Photo 42: RP-054. Photo 427 (S). HDD north end. The ROW runs southward on the far end of this pothole.



Photo 43: RP-055. Photo 544 (W). HDD south end. A pipeline marker pipe is visible center-right in the photograph.



Photo 44: RP-057. Photo 584 (W). HDD south end to avoid wetland visible in foreground.



Photo 45: RP-058. Photo 686 (SE). Slash pile of cottonwood. May be from "salt water pipeline," another pipeline that is directly adjacent to the Targa pipeline.



Photo 46: RP-059. Photo 577 (NW). HDD crossing north end to avoid pothole.



Photo 47: RP-061. Photo 640 (N). Potential windbreak noted on aerial maps; it does not exist. Space between fields appears to have been altered in separate event from pipeline construction. Note presence of recent tilling on this field.



Photo 48: RP-063. Photo 409 (N). HDD south end. No problems with silt fence noted.



Photo 49: RP-064. Photo 186 (S). HDD crossing south end. Silt fence was removed just a few minutes before photograph was taken.



Photo 50: RP-065. Photo 926 (S). HDD north end. Silt fence just removed from this pothole a few minutes before photograph was taken.



Photo 51: RP-066. Photo 604 (N). North end of HDD runs alongside this drainage. Silt fence was recently removed from east (right) side of ROW.



Photo 52: RP-066. Photo 556 (S). North end of HDD as it passes under drainage.



Photo 53: RP-067. Photo 430 (W). South end of HDD. Some hay remains from erosion control logs that were just removed.



Photo 54: RP-068. Photo 838 (NW). ROW crosses possible draw with no recent flow. Trees/shrubs adjacent to ROW. None appear removed from construction.



Photo 55: RP-068. Photo 70 (SE). ROW crosses possible draw that shows no sign of recent flow. Trees/shrubs adjacent to ROW. None appear removed from construction.



Photo 56: SC-001. Photo 897 (W). ROW crosses through stream. Habitat appears minimal in this stream both up and downstream of pipeline disturbance.



Photo 57: SC-001. Photo 47. ROW crosses stream, photograph taken further from stream.



Photo 58: SC-003. Photo 279 (S). Stream crossing with erosion control. Intermittent stream with no water. Silt fence can be seen on right side of ROW – in good condition.



Photo 59: SC-004. Photo 97 (E). ROW crosses intermittent stream with no water. ROW may have removed some trees/shrubs associated with stream area.



Photo 60: SC-005. Photo 788. Pipeline was trenched through small drainage.



Photo 61: SC-006. Photo 488 (W). ROW crosses stream. Silt fence in good condition.



Photo 62: SC-007. Photo 851. Erosion control straw logs extend halfway across draw. Drainage is salty.



Photo 63: SC-008. Photo 526 (NE). ROW crosses through drainage.



Photo 64: SC-008. Photo 872 (NE). ROW crosses through drainage Silt fence on down-gradient end of draw.



Photo 65: SC-009. Photo 853 (E). ROW crosses draw with water in it. Sediment control is inadequate here.



Photo 66: SC-010. Photo 698 (N). ROW crosses small flowing drainage. No silt fence was used here.



Photo 67: SC-012. Photo 226 (W). ROW crosses intermittent stream. Silt fence recently removed but some hay piles from straw logs remain.



Photo 68: SC-012. Photo 136 (E). ROW crosses intermittent stream. Silt fence recently removed Water had collected on ROW.



Photo 69: SC-013. Photo 709 (W). ROW crosses through intermittent stream. Silt fence recently removed on downstream end.



Photo 70: WL-001. Photo 452 (N). ROW crosses through this wetland that is surrounded by wheat field. Wetland is mostly cattail marsh. Potholes are located to north and south sides of ROW. Three waterfowl species using pond, possibly breeding.



Photo 71: WL-001. Photo 3 (S). ROW crosses through wetland; mostly cattail marsh.



Photo 72: WL-002a. Photo 782. ROW passes adjacent to this pothole to the east.



Photo 73: WL-002b. Photo 673 (SE). ROW impinged on pothole during high water of spring.



Photo 74: WL-003. Photo 789 (E). ROW passes pothole to west and within 10 feet of old house.



Photo 75: WL-004. Photo 669 (S). ROW crosses narrow part of pothole. Cattail re-growing in disturbed area.



Photo 76: WL-004. Photo 239 (S). ROW crosses narrow part of pothole. Cattail re-growing in disturbed area.



Photo 77: WL-005. Photo 211 (S). HDD north end. Note recent tilling of wheat field.



Photo 78: WL-007. Photo 367 (S). Pipeline went through narrow part of pothole, approximately 20 feet wide.



Photo 79: WL-008. Photo 449 (E). ROW crosses edge of pothole. Adjacent pipeline shares ROW; unclear which ROW impinged wetland.



Photo 80: WL-009. Photo 272 (W). ROW skirts pothole. Silt fence in place but breached near center, sediment spilled into wetland.



Photo 81: WL-009. Photo 631 (SW). ROW skirts pothole. Close-up of silt fence failure.



Photo 82: RN-001. Photo 1 (E). Raptor nest on ROW.



Photo 83: RN-002. Photo 10 (S). Raptor nest.



Photo 84: RN-003. Photo 13 (SW). Raptor nest.



Photo 85: RN-004. Photo 58 (E). Raptor nest, taken from the road.



Photo 86: PP-009. Photo 2 (E). Looking eastward to New Town facility. Note silt fence near edge of disturbed area.



Photo 87: PP-010. Photo 5 (N). South side of New Town tank facility, looking north.

Appendix C: Plants Observed in the Project Area

Prairie Deep Soil	
Grama grass	*Bouteloua gracilis*
little bluestem	*Schizachyrium scoparium*
Tall dropseed	*sporobolus asper*
crested wheatgrass	*Agropyron cristatum*
pasque flower	*Anemone spp*
Prairie Shallow Soil/Ridges	
Buffalo grass	*Buchloe dactiloides*
Tumble grass	*schedonnardus paniculatus*
western wheatgrass	*Pascopyrum smithii*
pasqueflower	*Anemone spp.*
fringed sage	*Artemisia frigida*
herbaceous sage	*Artemisia ludoviciana*
Wetlands and Adjacent Areas	
Bottlebrush squirreltail	*Elymus elymoides*
Cattail	*Typhus* sp.
Curly doc	*Rumex* sp.
smooth brome	*Bromus inermis*
Reed canarygrass	*Phalaris arundinacea*
Prairie sandreed	*Calamovilfa longifolia*
Rush	*Unknown - just beginning to grow*
Streams	
cordgrass	*Spartina pectinata*
chokecherry	*Prunus virginiana and similar*
Russian olive	*Elaeagnus angustifolia*
Inland saltgrass	*Distichlis spicata*
Snowberry	*Symphoricarpos*
Prairie sandreed	*Calamovilfa longifolia*
Hawthorne	*Crataegus* sp.
Reed canarygrass	*Phalaris arundinacea*
Rush	*Unknown - just beginning to grow*
Windbreak 1	
Russian olive	*Elaeagnus angustifolia*
Elm	*Ulnus* spp.
Hawthorne	*Crataegus* sp.
Windbreak 2	
Elm	*Ulnus* spp.
Cottonwood	*Populus* sp.

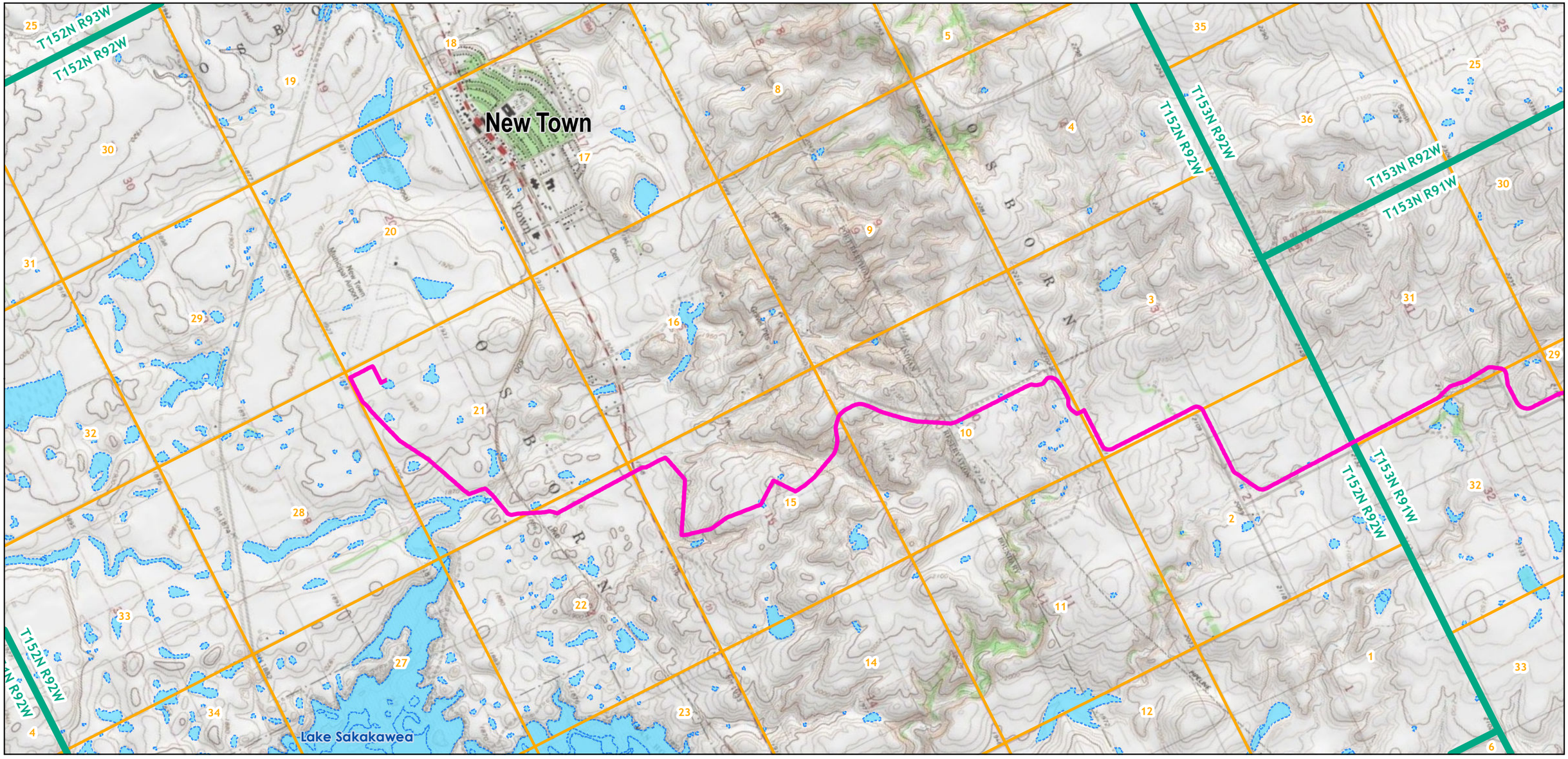
Appendix D: Wildlife Observed in the Project Area

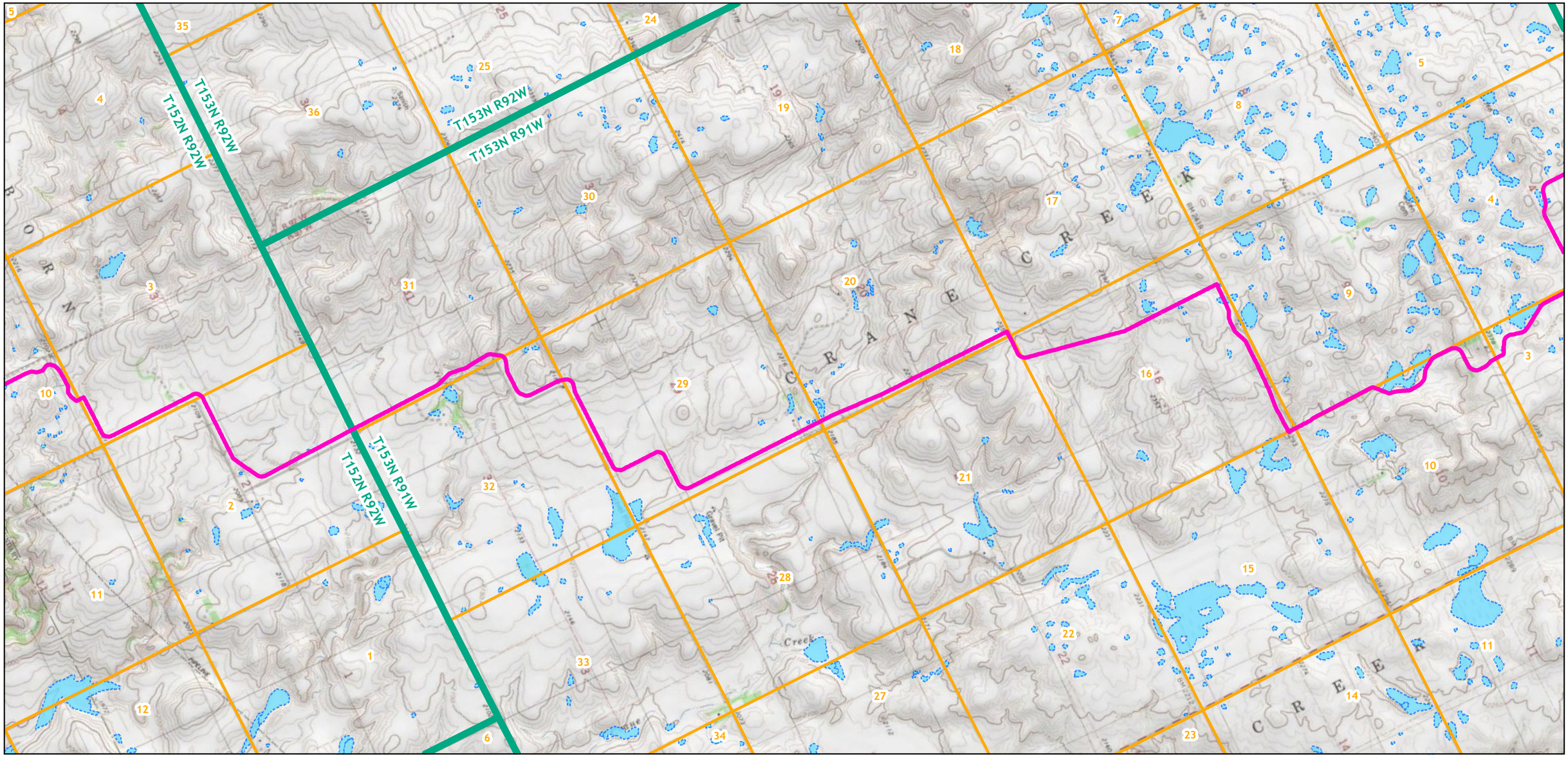
Common Name	*Scientific Name*
Birds	
American Bittern	*Botaurus lentiginosus*
American Coot	*Fulica americana*
American Goldfinch	*Spinus tristis*
American Pipit	*Anthus rubescens*
American Robin	*Turdus migratorius*
American Wigeon	*Anas americana*
Blue-winged Teal	*Anas discors*
Brewer's Blackbird	*Euphagus cyanocephalus*
Brown Thrasher	*Toxostoma rufum*
Brown-headed Cowbird	*Molothrus ater*
Canada Goose	*Branta canadensis*
Canvasback	*Aythya valisinera*
Chipping Sparrow	*Spizella passerina*
Clay-colored Sparrow	*Spizella pallida*
Cliff Swallow	*Petrochelidon pyrrhonota*
Common Grackle	*Quiscalus quiscula*
Eared Grebe	*Podiceps nigricollis*
Gadwall	*Anas strepera*
Gray Partridge	*Perdix perdix*
Gray-cheeked Thrush	*Catharus minimus*
Greater Scaup	*Aythya marila*
Green-winged Teal	*Anas carolinensis*
Harris's Sparrow	*Zonotrichia querula*
Horned Lark	*Eremophila alpestris*
Lark Sparrow	*Chondestes grammacus*
Least Sandpiper	*Calidris minutilla*
Lesser Scaup	*Aythya affinis*
Lesser Yellowlegs	*Tringa flavipes*
Long-billed Dowitcher	*Limnodromus scolopaceus*
Mallard	*Anas platyrhyncos*
Mourning Dove	*Zenaida macroura*
Northern Flicker	*Colaptes auratus*
Northern Harrier	*Circus cyaneus*
Northern Pintail	*Anas acuta*
Northern Shoveler	*Anas clypeata*
Northern Waterthrush	*Parkesia noveboracensis*
Pied-billed Grebe	*Podilymbus podiceps*
Redhead	*Aythya americana*
Red-tailed Hawk	*Buteo jamaicensis*
Red-winged Blackbird	*Agelaius phoeniceus*
Ring-necked Duck	*Aythya collaris*
Ring-necked Pheasant	*Phasianus colchicus*
Rock Pigeon	*Columba livia*
Ruddy Duck	*Oxyura jamaicensis*

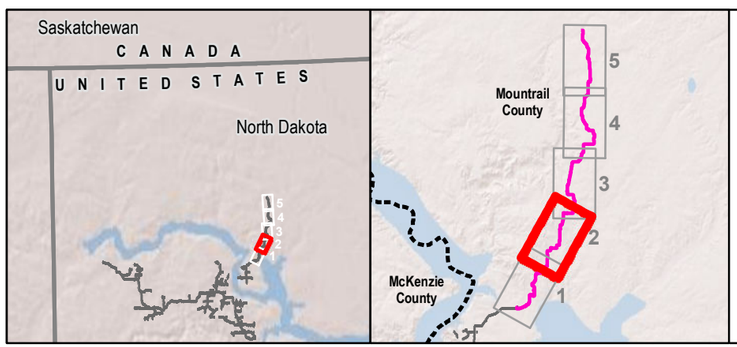
Common Name	*Scientific Name*
Savannah Sparrow	*Passerculus sanwichensis*
Semipalmated Sandpiper	*Calidris pusilla*
Sharp-tailed Grouse	*Tympanuchus phasianellus*
Solitary Sandpiper	*Tringa solitaria*
Song Sparrow	*Melospiza melodia*
Sora	*Porzana carolina*
Spotted Sandpiper	*Actitis macularius*
Swainson's Hawk	*Buteo swainsoni*
Tree Swallow	*Tachycineta bicolor*
Turkey Vulture	*Cathartes aura*
Upland Sandpiper	*Bartramia longicauda*
Vesper Sparrow	*Pooecetes gramineus*
Western Meadowlark	*Sturnella neglecta*
White-crowned Sparrow	*Zonotrichia leucophrys*
Willet	*Tringa semipalmata*
Wilson's Phalarope	*Phalaropus tricolor*
Wilson's Snipe	*Gallinago delicata*
Yellow Warbler	*Dendroica petechia*
Yellow-headed Blackbird	*Xanthocephalus xanthocephalus*
Mammals	
American beaver	*Castor canadensis*
Coyote	*Canis latrans*
Deer species	*Odocoileus spp.*
Richardson’s ground squirrel	*Urocitellus richardsonii*
Amphibians	
Boreal chorus frog	*Pseudacris maculata*

Appendix I

Maps of Exclusion and Avoidance Areas


New Town
Lake Sakakawea
T152N R93W
T152N R92W
T153N R92W
T153N R91W
T152N R92W
T153N R92W
T153N R91W
T152N R92W
T152N R92W
New Town Municipal Airport
New Town
Cem
Grace Park
Fairview
Fairview Estates
Riverview
Riverview Estates
Pleasant View
Pleasant View Estates
Parkside Estates
Pipeline
Pipeline
Pipeline





Source: ESRI 2009, E&E 2014, NDFG 2014

Legend

- New Town to Stanley Pipeline
- Township Boundary
- NWI Wetland
- Section Boundary

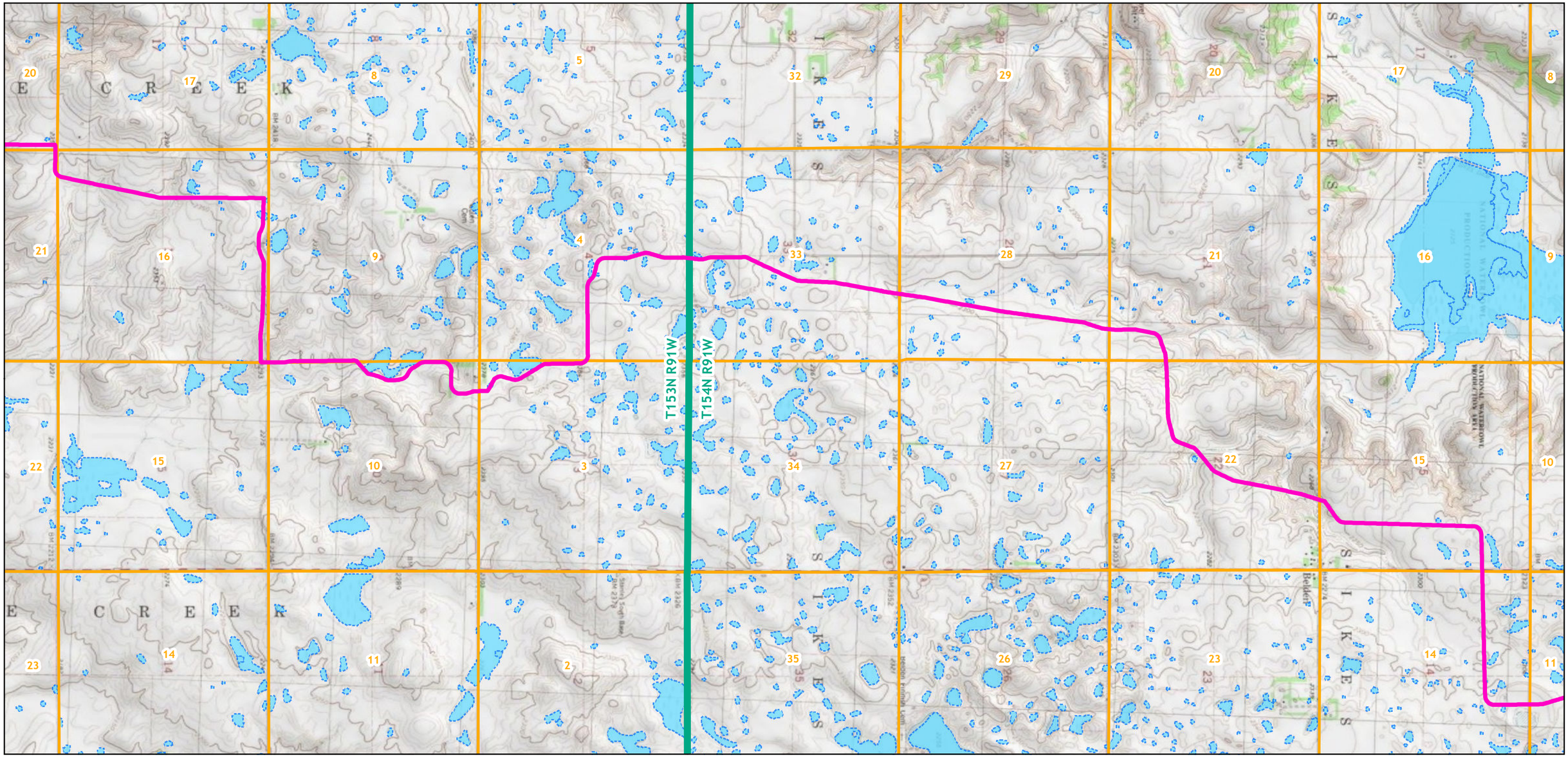
NORTH

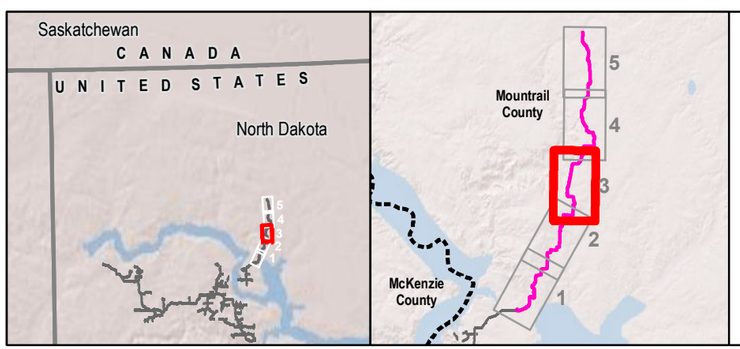
0 1 Miles

0 1 Kilometers

Appendix I – Figure 2
ROW South Central
New Town to Stanley Pipeline
Route Map
USGS Topographic Map
North Dakota, United States
July 2014

LOWHAM WALSH LLC
Engineering & Environmental Services





Source: ESRI 2009, E&E 2014, NDFG 2014

Legend

- New Town to Stanley Pipeline
- Township Boundary
- NWI Wetland
- Section Boundary

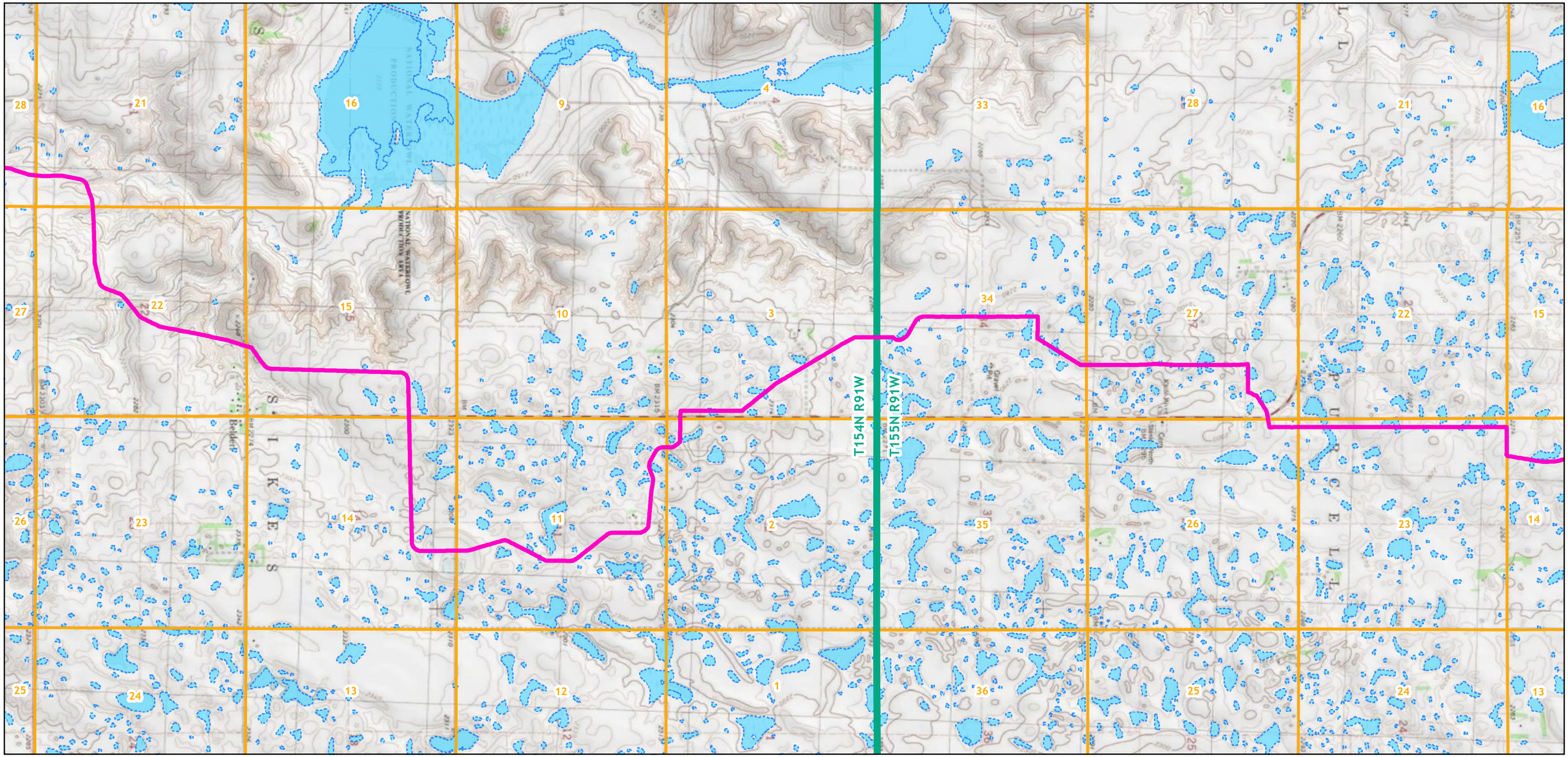
NORTH

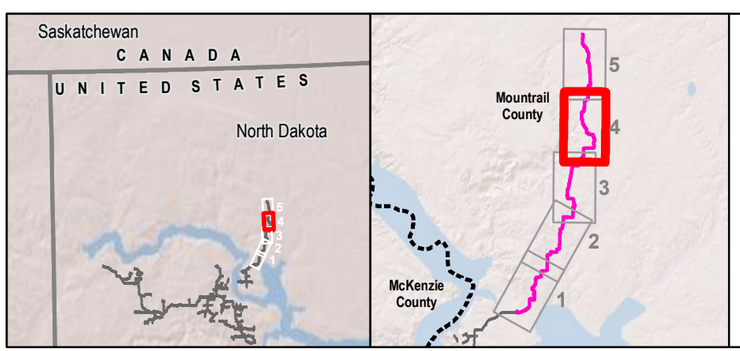
0 1 Miles

0 1 Kilometers

Appendix I – Figure 3
ROW Central
New Town to Stanley Pipeline
Route Map
USGS Topographic Map
North Dakota, United States
July 2014

LOWHAM WALSH LLC
Engineering & Environmental Services





Source: ESRI 2009, E&E 2014, NDFG 2014

Legend

- New Town to Stanley Pipeline
- Township Boundary
- NWI Wetland
- Section Boundary

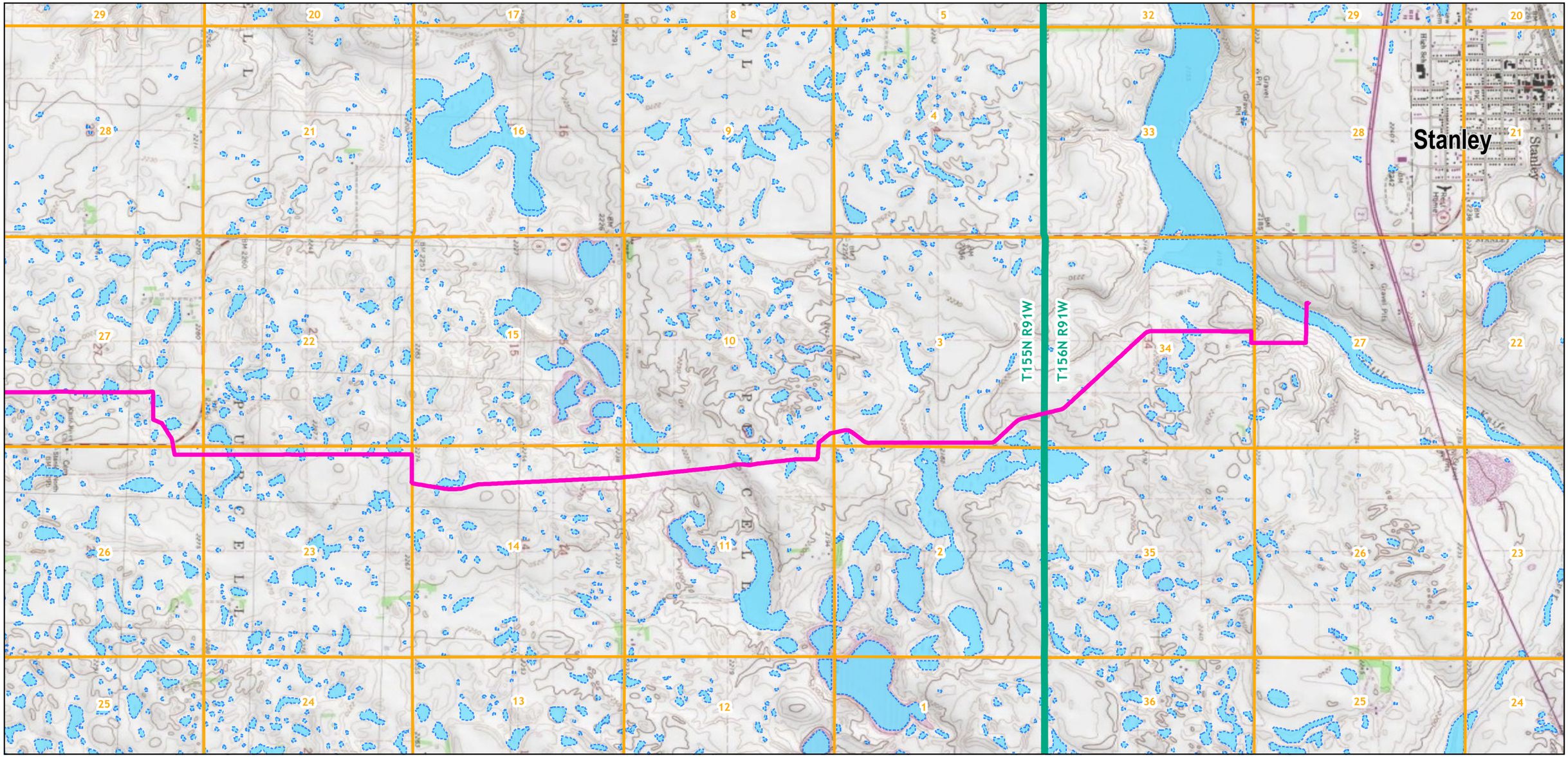
NORTH

0 1 Miles

0 1 Kilometers

Appendix I – Figure 4
ROW North Central
New Town to Stanley Pipeline
Route Map
USGS Topographic Map
North Dakota, United States
July 2014

LOWHAM WALSH LLC
Engineering & Environmental Services



Source: ESRI 2009, E&E 2014, NDFG 2014

Legend

- New Town to Stanley Pipeline
- Township Boundary
- NWI Wetland
- Section Boundary

NORTH

0 1 Miles

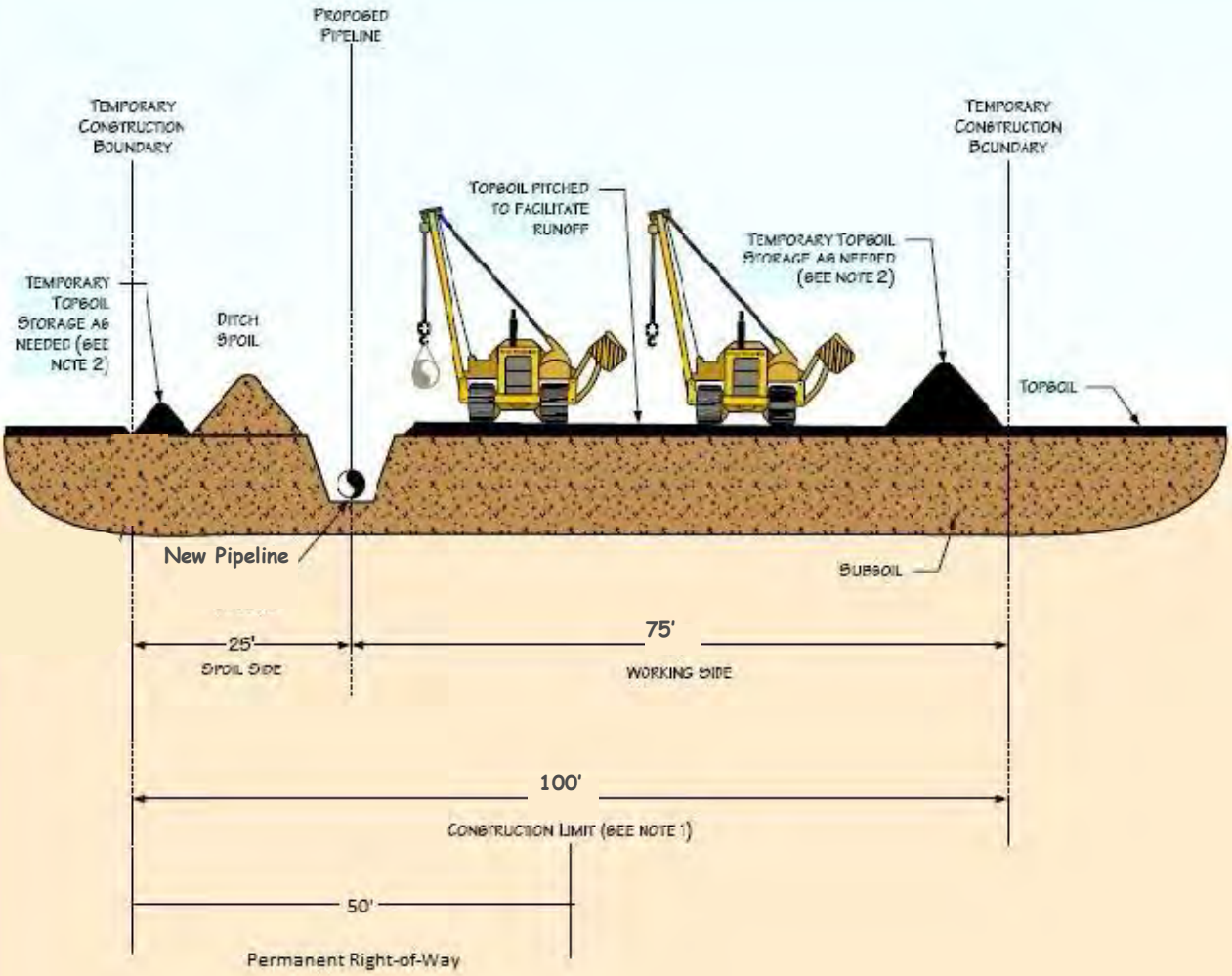
0 1 Kilometers

Appendix I – Figure 5
ROW North
New Town to Stanley Pipeline
Route Map
USGS Topographic Map
North Dakota, United States
July 2014

LOWHAM WALSH LLC
Engineering & Environmental Services

Appendix J

Construction Drawings and Best Management Practices



Pipeline Depth
Average: 5 feet
Minimum: 4 feet
Maximum: 8 feet

PROFILE

NOTES:

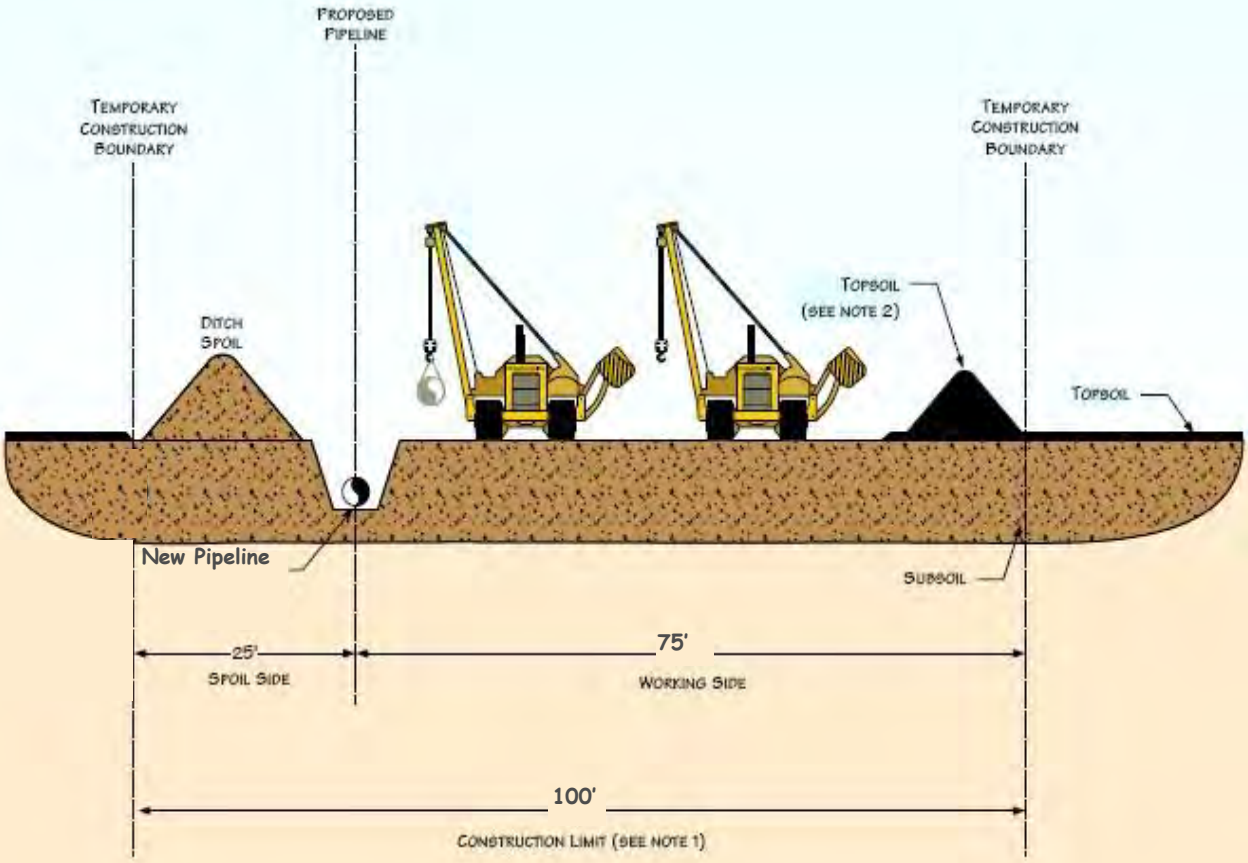
1. CONSTRUCTION LIMITS WILL TYPICALLY BE 100' WIDE. SPOIL SIDE WILL BE APPROXIMATELY 25' WIDE.
2. THIS DRAWING REFLECTS "DITCH PLUS SPOIL" SIDE TOPSOIL STRIPPING PROCEDURE. STOCKPILE TOPSOIL SEPARATELY FROM DITCH SPOIL SHOWN OR IN OTHER CONFIGURATION APPROVED BY COMPANY.

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8-inch Crude Pipeline

August 2013



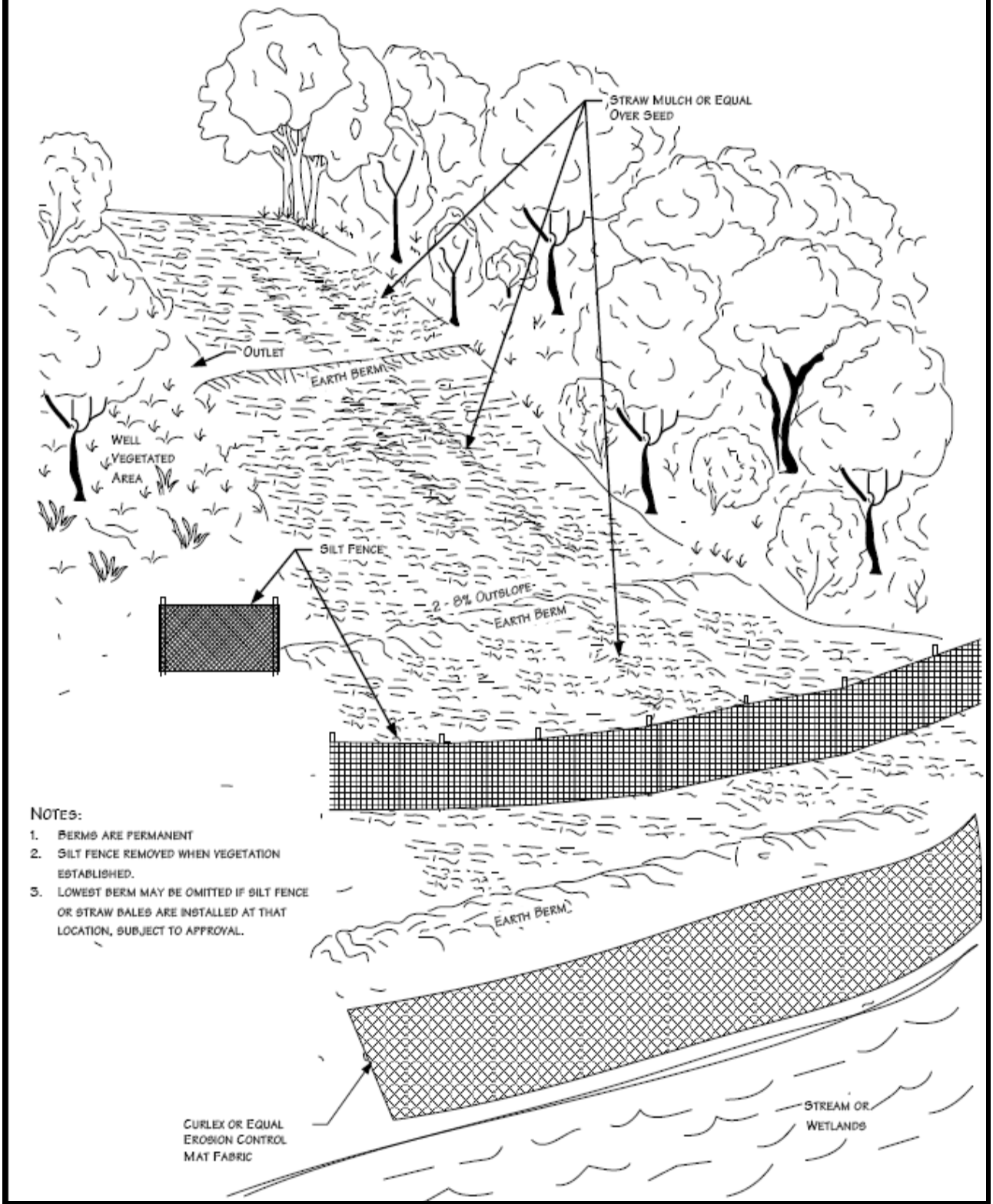
PROFILE

NOTES:

1. CONSTRUCTION LIMITS WILL TYPICALLY BE 100' WIDE. SPOIL SIDE WILL BE APPROXIMATELY 25' WIDE.
2. THIS DRAWING REFLECTS "FULL RIGHT OF WAY" TOPSOIL STRIPPING PROCEDURE. STOCKPILE TOPSOIL SEPARATELY FROM DITCH SPOIL SHOWN OR IN OTHER CONFIGURATION APPROVED BY COMPANY.
3. THE OFFSET FROM OUTERMOST EXISTING PIPELINE WILL BE 25' FOR MOST LOCATIONS BUT MAY BE INCREASED OR DECREASED DEPENDING ON THE SITE SPECIFIC CONSTRUCTION REQUIREMENTS.

TARGA

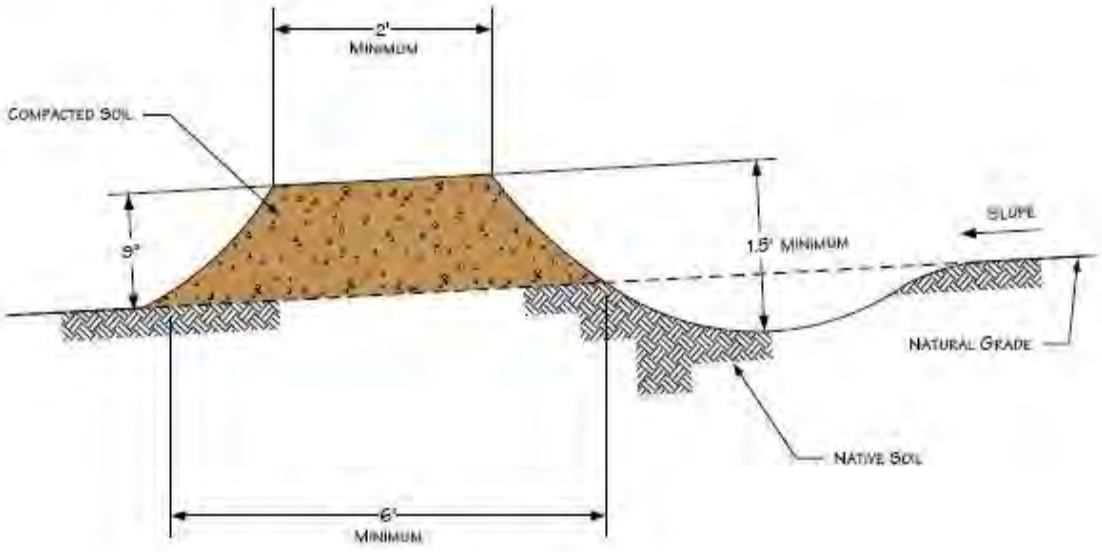
Figure 6.1.3 – Typical Topsoil Segregation
Full Right-of-Way
8-inch Crude Pipeline
August 2013



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Figure 6.1.5 – Typical Temporary or Permanent Berms-Perspective View
8-inch Crude Pipeline
August 2013



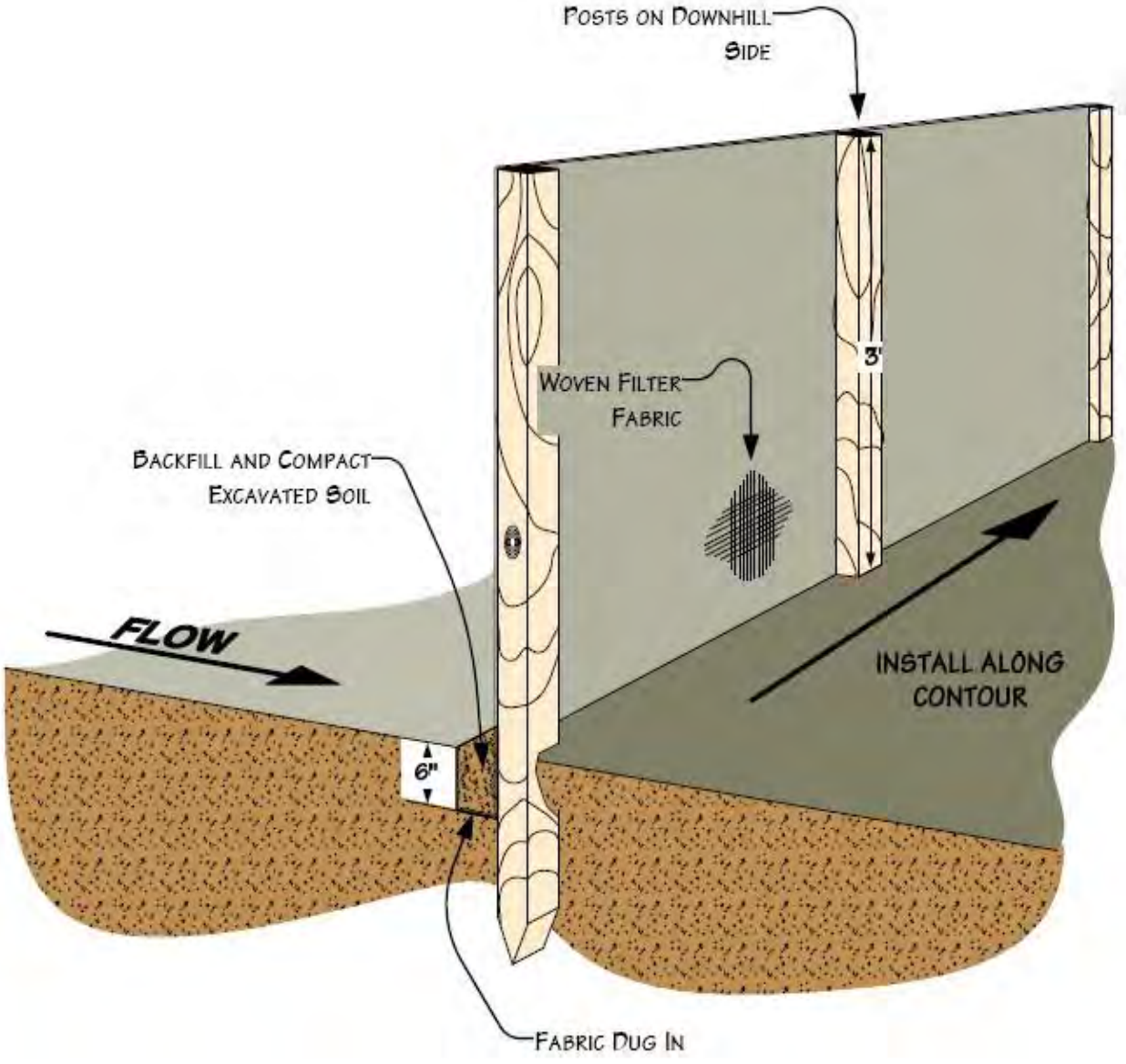
NOTES

1. BERMS SHALL BE CONSTRUCTED WITH 2 TO 8 PERCENT OUTSLOPE.
2. BERMS SHALL BE OUTLETED TO WELL VEGETATED STABLE AREAS, SILT FENCES, STRAW/HAY BALES OR ROCK APRONS.
3. BERMS SHALL BE SPACED AS DESCRIBED IN CONSTRUCTION SPECIFICATIONS.
4. ADDITIONAL INFORMATION INCLUDED ON OTHER DRAWINGS.

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Figure 6.1.6 – Typical Temporary or Permanent Berm-Elevation View
8-inch Crude Pipeline
August 2013

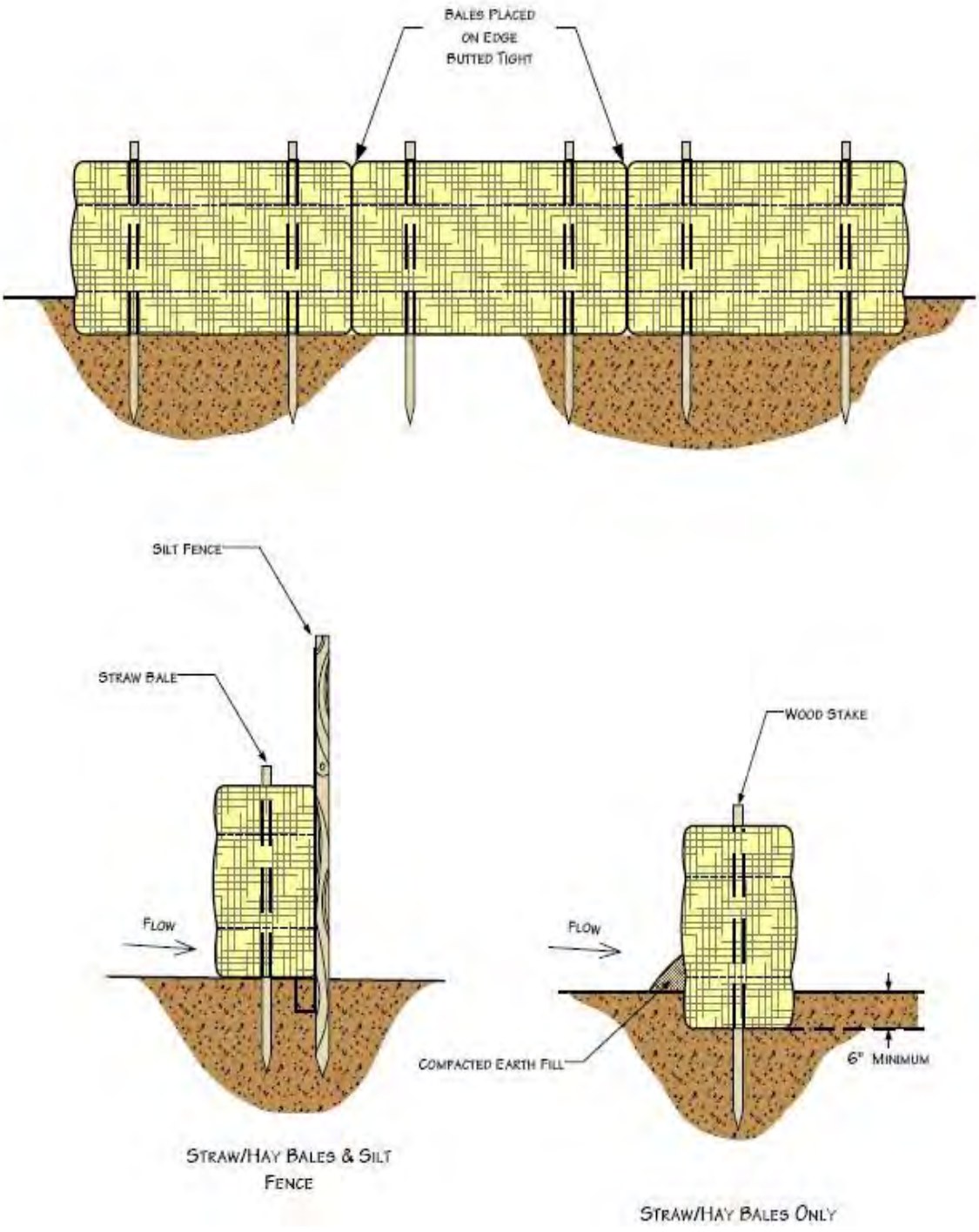


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Figure 6.1.7 –Typical Silt Fence Installation

8-inch Crude Pipeline
August 2013

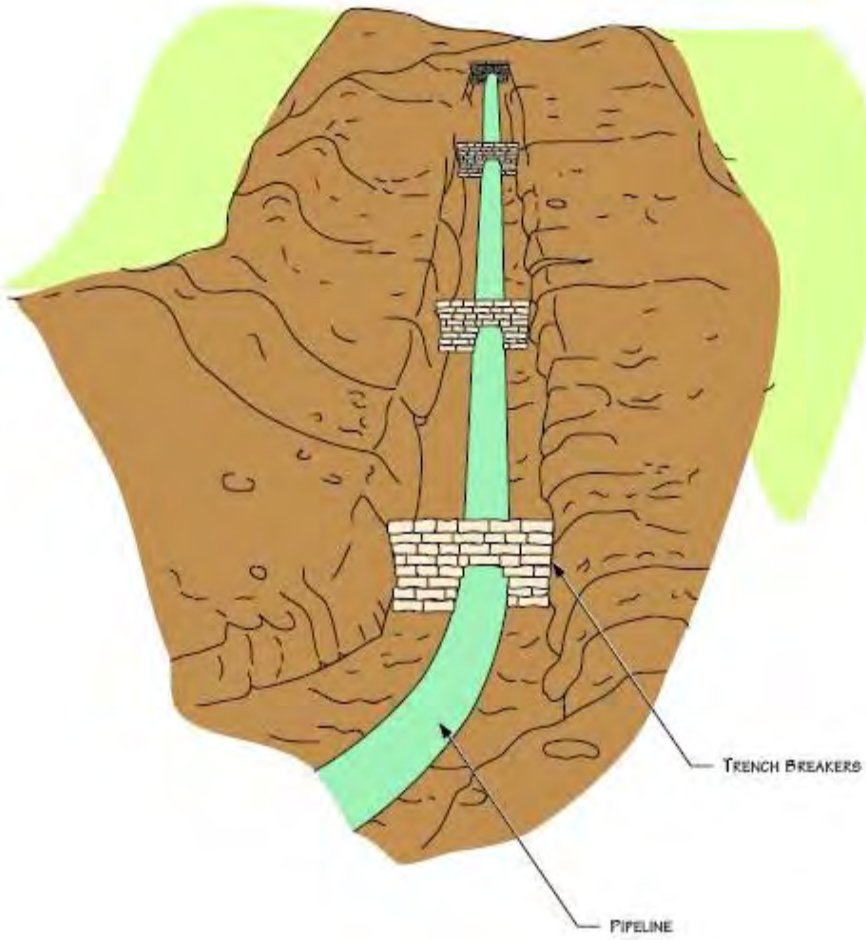


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Figure 6.1.8 –Straw Bale Installation

8-inch Crude Pipeline
August 2013



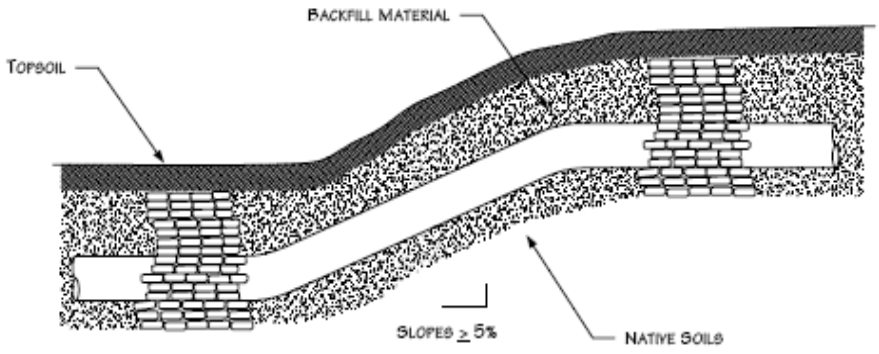
NOTES

1. BAGS WILL NOT BE FILLED WITH TOPSOIL.
2. ADDITIONAL INFORMATION INCLUDED ON OTHER DRAWINGS.

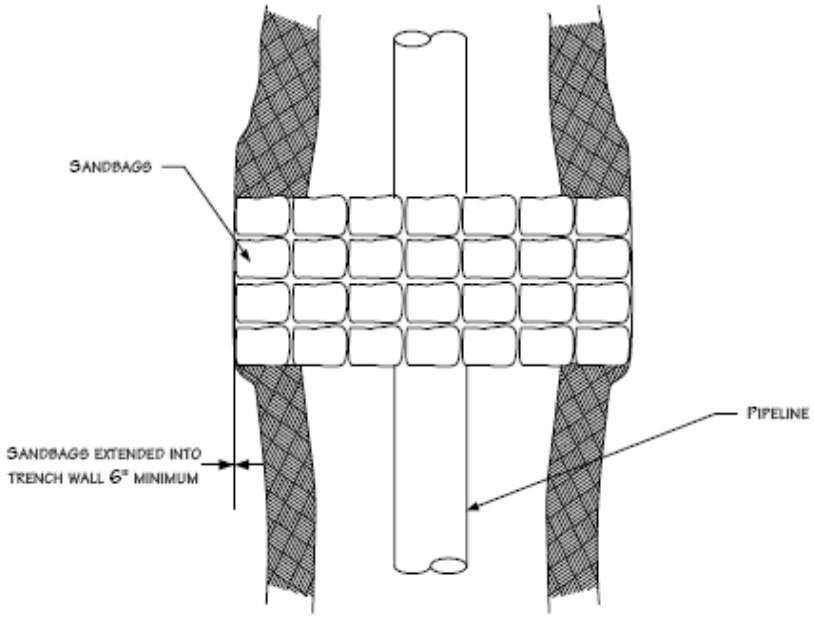
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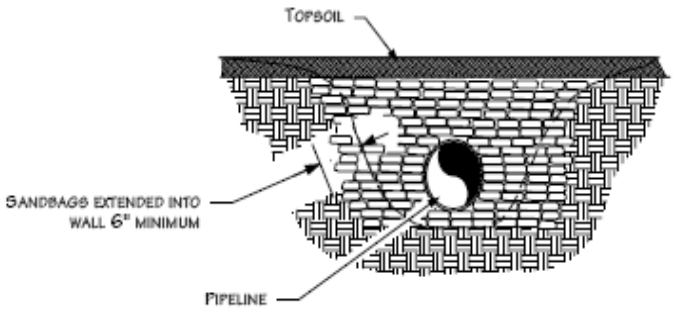
Figure 6.1.9 –Typical Trench Breaker Perspective View
8-inch Crude Pipeline
August 2013



PROFILE VIEW
(NOT TO SCALE)



PLAN VIEW
(NOT TO SCALE)



FACE VIEW
(NOT TO SCALE)

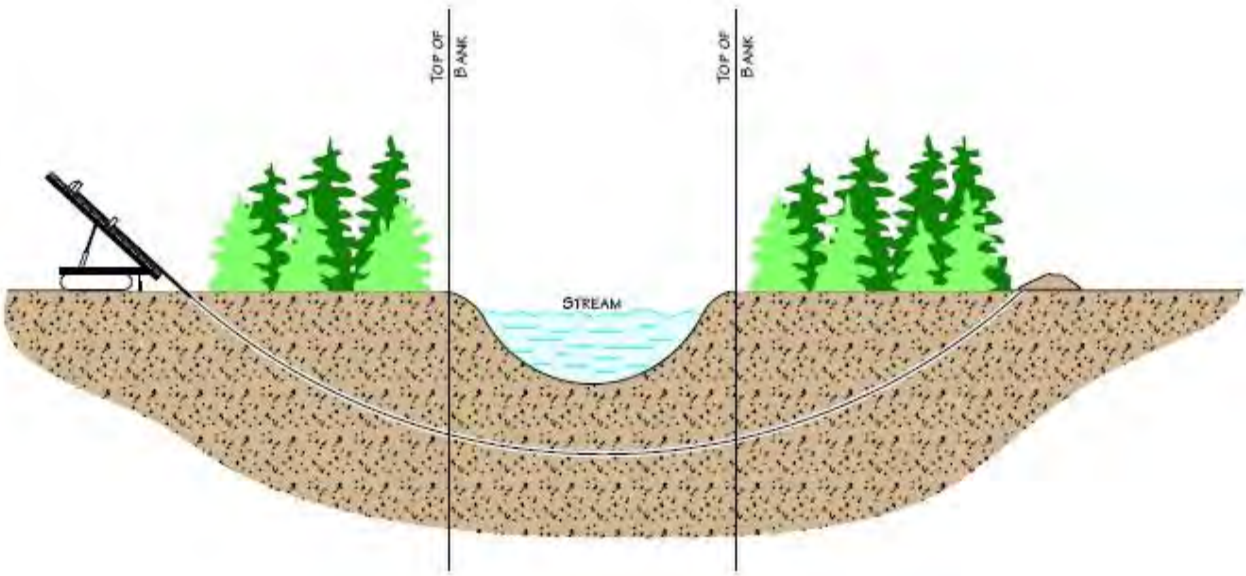
NOTES

1. BAGS WILL NOT BE FILLED WITH TOPSOIL
2. ADDITIONAL INFORMATION INCLUDED ON OTHER DRAWINGS

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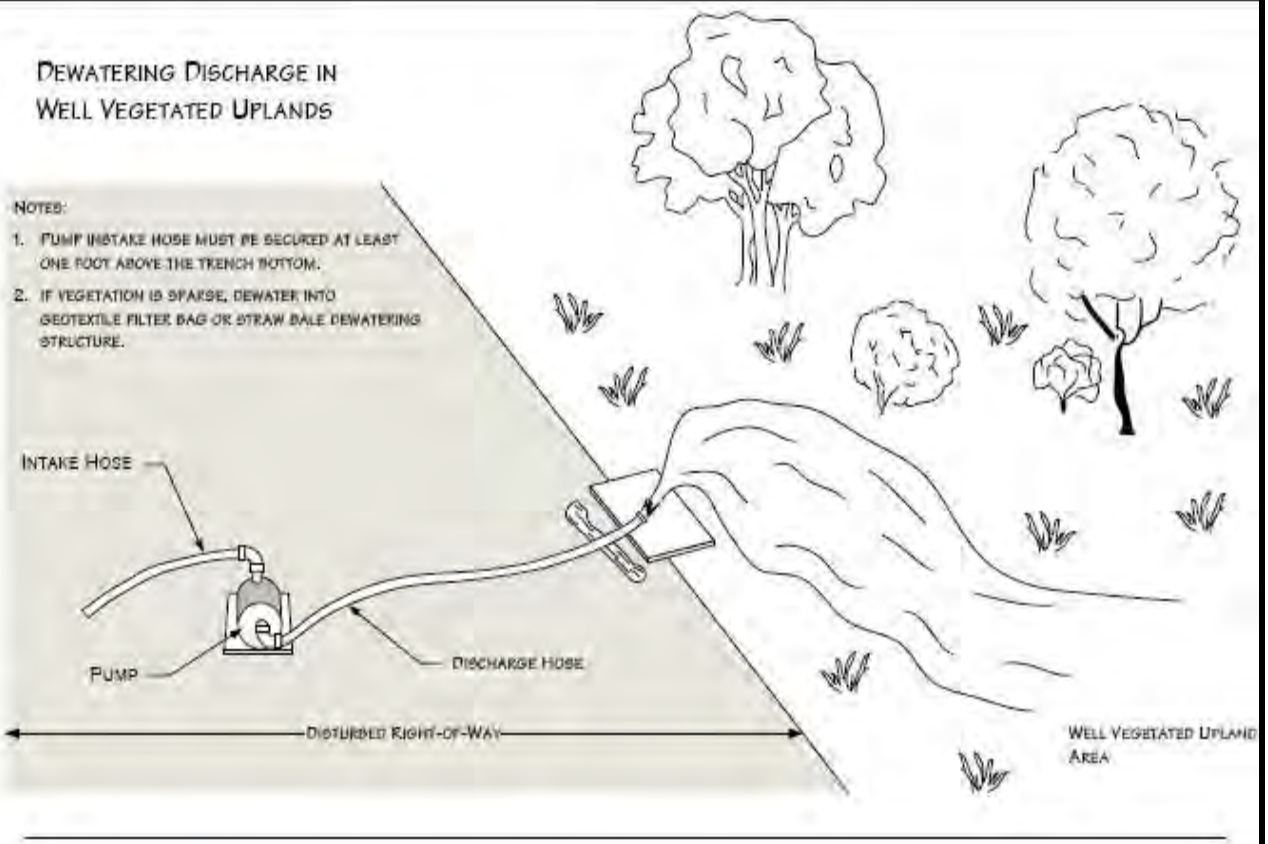
Figure 6.1.10 – Typical Trench Breaker Plan and Profile View
8-inch Crude Pipeline
August 2013

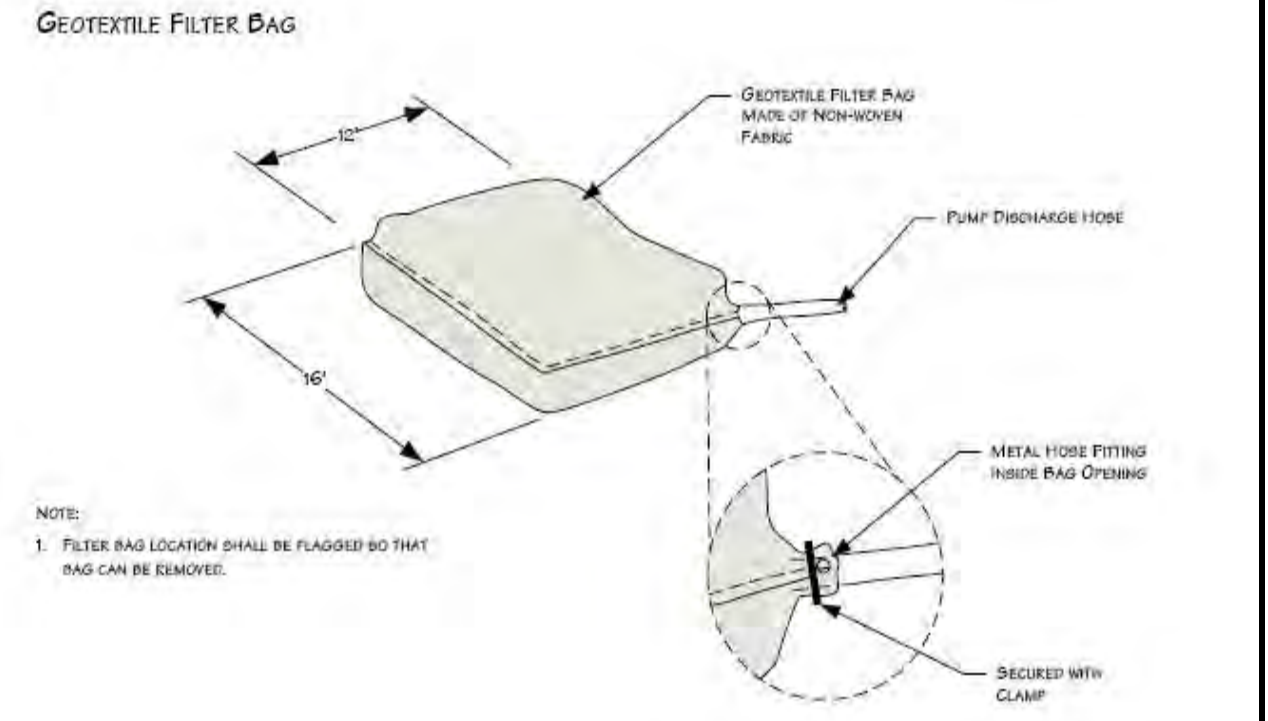


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Figure 6.2.4 –Typical Waterbody Crossing
Directional Drill Method
8-inch Crude Pipeline
August 2013



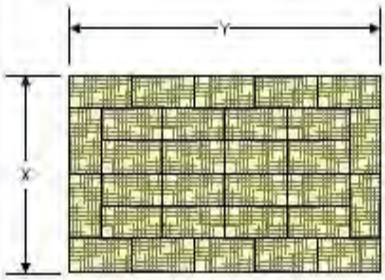


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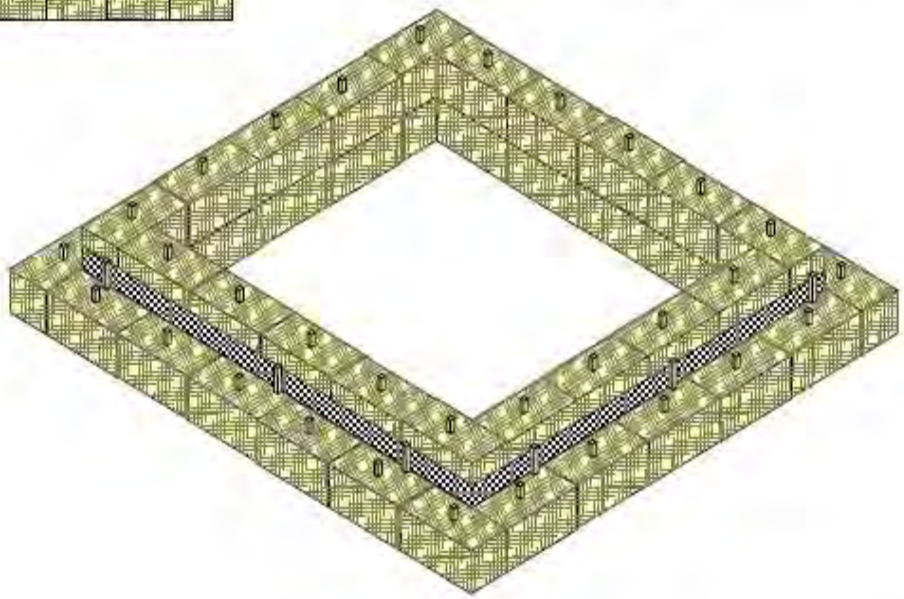
Figure 6.2.7– Typical Dewatering Measures

8-inch Crude Pipeline
August 2013

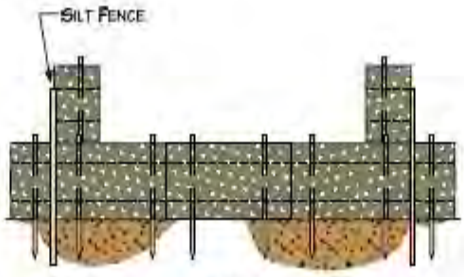


NOTES

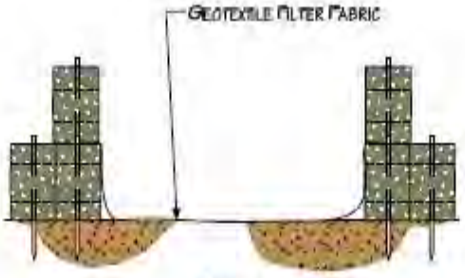
1. ARRANGE THE STRAW BALES TO THE X AND Y DIMENSIONS AS SPECIFICIED BELOW.
2. IF BOTTOM OF STRUCTURE IS NOT LINED WITH STRAW BALES (OPTION 1), LINE ENTIRE STRUCTURE WITH GEOTEXTILE FILTER FABRIC.



PERSPECTIVE VIEW



OPTION 1



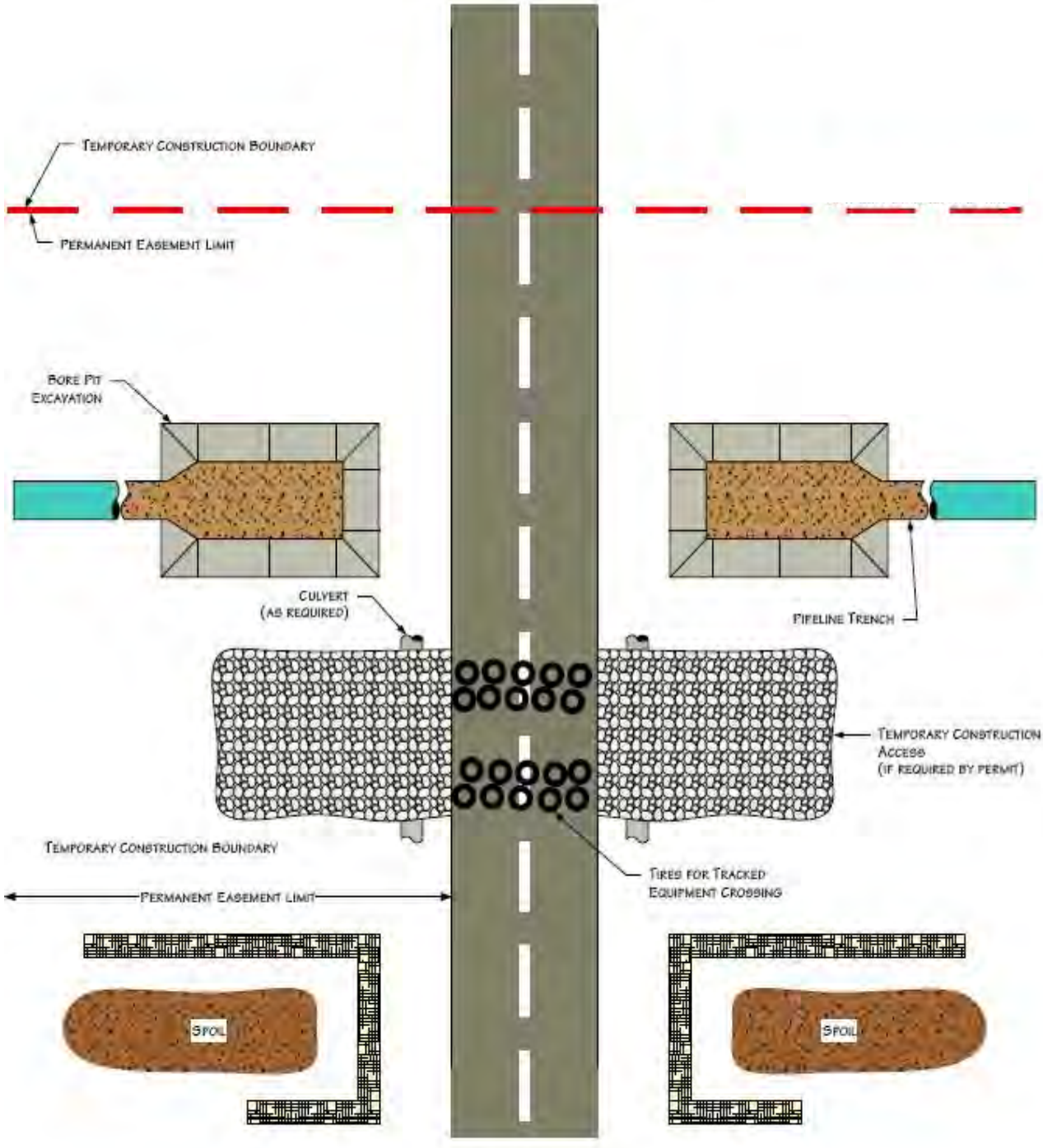
OPTION 2

MINIMUM SUMP DIMENSIONS (FEET)		MAXIMUM PUMPING RATE
X	Y	GALLONS PER MINUTE
10	20	300
15	20	350
20	20	400
20	25	450
25	25	500
25	30	550
30	30	660

TARGA

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1000 Louisiana,
Suite 4300
Houston, TX 77002

Figure 6.2.8 –Typical Straw-Bale Dewatering Structure
8-inch Crude Pipeline
August 2013



PLAN VIEW

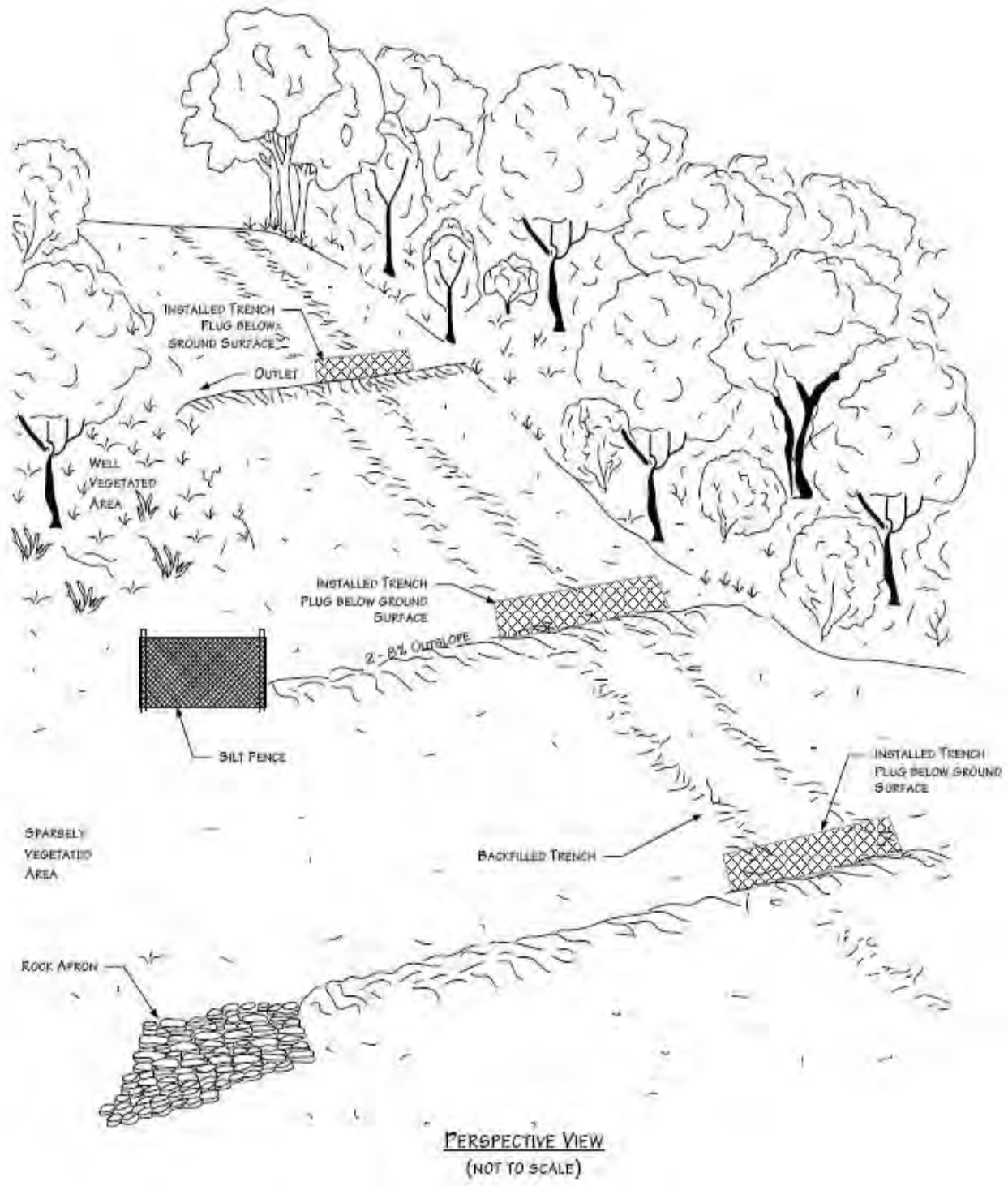
NOTES

1. PROCEDURES SHOWN IN THIS DRAWING APPLY TO IMPROVED ROADS.
2. ROADS MUST BE CLEANED AFTER EQUIPMENT CROSSES AND DIRT PLACED IN SPOIL CONTAINMENT AREAS.
3. TEMPORARY ACCESS MATERIALS MUST BE REMOVED UPON PROJECT COMPLETION.
4. ADDITIONAL INFORMATION INCLUDED ON OTHER DRAWINGS OR PERMITS.
5. CONSTRUCTION AREAS LOCATED OUTSIDE ROAD ROW.

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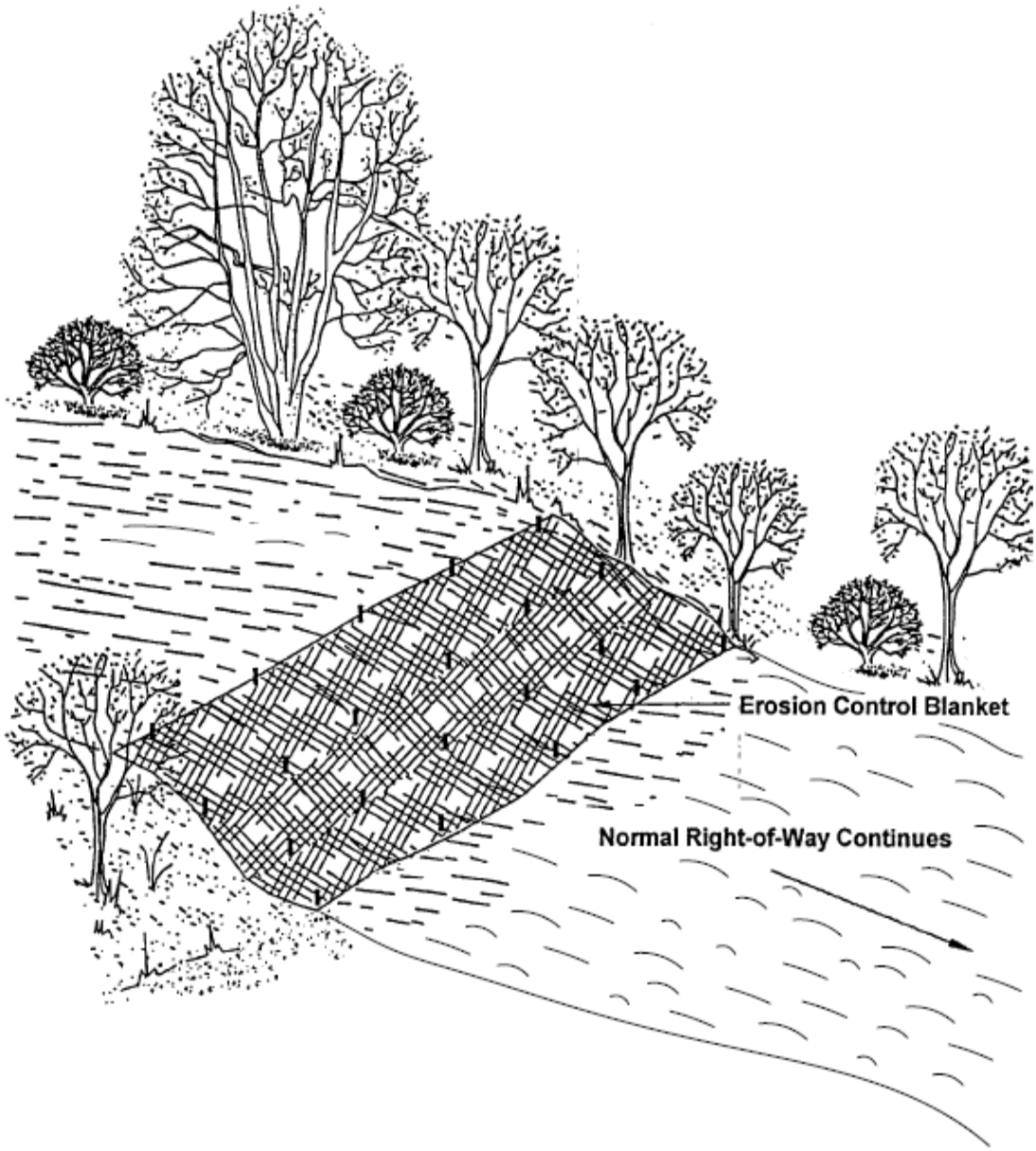
Figure 6.4.1–Typical Improved Road Crossing-Directional Bore Method
8-inch Crude Pipeline
August 2013



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Figure 6.7.1 – Permanent Slope Breakers Perspective View
8-inch Crude Pipeline
August 2013



NOTES

1. INSTALL EROSION CONTROL BLANKET AS PER MANUFACTURER'S SPECIFICATIONS.
2. ADDITIONAL INFORMATION INCLUDED ON OTHER DRAWINGS.

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Figure 6.7.2 – Erosion Control Blanket
Steep Slopes (>30%)
8-inch Crude Pipeline
August 2013

Appendix K
Facility Response Plan



Facility Response Plan

January, 2014

Rev. 0

TABLE OF CONTENTS

BACKGROUND, PURPOSE, SCOPE AND OBJECTIVE 7

BACKGROUND 7
PURPOSE 8
SCOPE 8
OBJECTIVES 8

SECTION 1 INFORMATION SUMMARY 9

1.1 OVERVIEW 9
1.1.1 Area and Regional Contingency Plans 9
1.2 CORE PLAN SUMMARY 10
1.3 RESPONSE ZONE SUMMARY 10
1.4 RESPONSE ZONE 1 10
1.4.1 Counties in Which a WCD Could Cause Substantial Harm to the Environment 16
1.4.2 Determination of Significant and Substantial Harm Status, Response Zone 1 16
1.4.3 Worst Case Discharge 18
1.4.4 WCD From Tankage 19
1.5 PRODUCT INFORMATION 23
1.5.1 Recovery Resources 34
1.6 OSRO, SPILL CONTAINMENT CONTRACTS AND MSA WITH WITT O'BRIEN'S 35
1.7 OPERATOR CERTIFICATION 223

SECTION 2 NOTIFICATION PROCEDURES 224

2.1 SPILL NOTIFICATION REQUIREMENTS 224
2.2 NORTH DAKOTA NOTIFICATION REQUIREMENTS 231
2.2.1 North Dakota Department of Health 231
2.2.2 North Dakota State Fire Marshal 232
2.2.3 U.S. Fish and Wildlife Service 232
2.2.4 The State Radio System in North Dakota 233
2.3 RADIO FREQUENCIES – STATE RADIO 234
2.4 FEDERAL REPORTING REQUIREMENTS 235
2.4.1 National Response Center (NRC) 235
2.4.2 Department of Transportation / Pipeline and Hazardous Materials Safety Administration (DOT / PHMSA) 235
2.4.3 Environmental Protection Agency (EPA) 237
2.4.4 Occupational Safety & Health Administration (OSHA) 237
2.4.5 U.S. Fish and Wildlife Service 238
2.5 REGIONAL RESPONSE TEAM REGION VIII 240
2.6 LEPC CONTACT LIST / EMERGENCY MANAGERS 242

SECTION 3 SPILL DETECTION AND ON-SCENE SPILL MITIGATION PROCEDURES 251

3.1 METHODS OF INITIAL DISCHARGE DETECTION 251
3.2 PRODUCT LOSS 251
3.3 PRODUCT LOSS – PROCEDURE FOR PIPELINE OPERATORS 251
3.3.1 Detected by Volume Check and/or Rate In vs. Out 251
3.3.2 Detected by Visual Means or Notification by Others 252
3.4 PIPELINE LEAK DETECTION 252
3.4.1 Minimal Leak 252
3.5 SUSPECTED LEAK 252
3.5.1 Line Balance & Instantaneous Volumetric Flow Rate Check 252
3.5.2 Pressure/Flow Variations 253
3.5.3 Indications of a Break 253
3.6 OIL SPILL PLANNING VOLUMES 255
3.7 MITIGATION GUIDELINES 255
3.7.1 Piping Rupture 255
3.7.2 Piping Leak 256

3.7.3 Fires and Explosions *256*
3.7.4 Equipment Failure *256*
3.8 Mitigation Methods 256
3.8.1 Additional Mitigation Methods *257*
3.8.2 Containment and Recovery *257*
3.9 Terrestrial Spills 259
3.10 Aquatic Spills 269
3.10.1 Aquatic Technique Selection *269*
3.10.2 Protection Technique Selection *271*
3.11 Equipment for Response Activities 281
3.12 Response Equipment Contacts 285
3.13 Response Personnel 285
3.14 Dispersant Use and In Situ Burning 285

SECTION 4 RESPONSE ACTIVITIES 304

4.1 Initial Spill Response (Prior to QI or OSRO Arrival) 304
4.2 QI Responsibilities and Authority 321
4.3 Procedures and Responsibilities for Coordination of Response Efforts 321
4.4 General Response Actions 322
4.4.1 Procedures for Response Efforts *322*
4.5 Trained Personnel Necessary for First 7 Days of Response 323
4.6 Responsibilities of Response Personnel 324
4.7 Incident Command System 324
4.7.1 General *324*
4.7.2 Activation *324*
4.7.3 Description of the Incident Command System *325*
4.8 Glossary of Terms 336

SECTION 5 LIST OF CONTACTS 344

5.1 Qualified Individuals 344
5.2 Spill Response Team 344
5.3 Oil Spill Response Resources 344
5.4 Waste Disposal Firms 345
5.5 Insurance Representatives 345

SECTION 6 TRAINING PROCEDURES 346

6.1 HAZWOPER Training 346
6.1.1 Rescue Training *346*
6.2 Miscellaneous Training 346
6.3 Spill Response Training 346
6.4 Miscellaneous Training 346

SECTION 7 DRILL PROCEDURES 348

7.1 Spill Response Team Drills 348
7.2 National Preparedness for Response Exercise Program (PREP) Guidelines - Summary 349
7.3 Internal Exercises 349
7.3.1 Definition *349*
7.3.2 Certification *349*
7.4 External Exercises 349
7.4.1 Definition *349*
7.4.2 Certification *350*
7.5 Qualified Individual (QI) Notification Exercises 350
7.6 Targa Emergency Response Team Tabletop Exercise 352
7.7 Equipment Deployment Exercise 356
7.8 Triennial Cycle of Exercising the Entire Response Plan 361
7.8.1 Organizational Design *361*
7.8.2 Operational Response *361*
7.8.3 Response Support *361*
7.9 Credit for Spill Response 361

SECTION 8 RESPONSE PLAN REVIEW AND UPDATE PROCEDURES 363

SECTION 9 RESPONSE ZONE APPENDICES 365

SECTION 10 APPENDIX A. REFERENCES, DEFINITIONS, AND ACRONYMS 366

10.1 REFERENCES 366
10.2 DEFINITIONS AND ACRONYMS 367

SECTION 11 APPENDIX B. FACILITY MAPS 371

SECTION 12 APPENDIX C. ENVIRONMENTALLY SENSITIVE AREAS 372

12.1 RESPONSE ACTIONS FOR ENVIRONMENTALLY SENSITIVE AREAS 372
12.1.1 Areas of Economic Importance and Environmental Sensitivity 372
12.1.2 Economically Sensitive Areas to Monitor or Protect 372
12.2 SENSITIVE AREA IDENTIFICATION AND PROTECTION 373
12.3 PRIORITIZATION OF SENSITIVE AREAS FOR PROTECTION 375
12.3.1 Sensitive Features 375
12.3.2 Potential Degree of Impact 377
12.3.3 Potential Residence Time 377
12.3.4 Technique Effectiveness 377
12.4 ENVIRONMENTALLY SENSITIVE AREAS (ESAS) – MAPS 378

SECTION 13 APPENDIX E. ICS COMPATIBLE SITE SAFETY AND HEALTH PLAN 381

LIST OF TABLES

Table 1: Response Zone 1 – Pipelines 11
Table 2: Response Zone 1 - Qualified Individual and Alternate QIs 16
Table 3: Worst Case Discharge 19
Table 4: Targa Pipeline OPA 90 Worst Case Discharge Results 20
Table 5: Response Zone 1 – Emergency Phone Numbers 31
Table 6: Emergency Response Team, Response Zone 1 31
Table 7: North Dakota Department of Emergency Services Contact Information 234
Table 8: North Dakota State and Federal Telephone Notification Log 241
Table 9: Emergency Managers for Dunn, McKenzie and Mountrail Counties, ND 242
Table 10: Public Information Officers for Dunn, McKenzie and Mountrail Counties, ND 243
Table 11: Local Police and Fire Departments – Dunn, McKenzie and Mountrail Counties 244
Table 12: Medical Facilities 248
Table 13: Media 248
Table 14: National Weather Service Radio Stations 250
Table 15: Oil Spill Planning Volumes 255
Table 16: Summary of Containment and Recovery Techniques 260
Table 17: OSRO Listing 344
Table 18: Internal Exercises in the Triennial Cycle 362
Table 19: FRP Revision Record 364

LIST OF FIGURES

Figure 1: NRC Fixed Report Form 226
Figure 2: North Dakota State Radio - Emergency Communications 233
Figure 3: Containment and Recovery Implementation Sequence 258
Figure 4: Spill Containment Technique Selection Guide for Spills to Land 268
Figure 5: Aquatic Spill Containment and Recovery Technique Selection Guide 270
Figure 6: Protection Technique Selection Guide 272
Figure 7: Mitigation of Oil Spill on Land 273
Figure 8: Mitigation by Overflow Dam 274
Figure 9: Mitigation by Containment 275
Figure 10: Mitigation by Containment and Recovery Dam 276
Figure 11 - Mitigation for Stream / River Confluence 277
Figure 12: Mitigation Dam for Ditches and Streams 278
Figure 13: Mitigation Dam for Ditches and Streams 279
Figure 14: Mitigation Dam for Ditches 280
Figure 15: ICS Structure 327
Figure 16: Sensitive Area Protection Implementation Sequence 374
Figure 17: Protection Operation Prioritization Guide 376

Background, Purpose, Scope and Objective

Background

In response to oil spill disasters, Congress passed the Oil Pollution Act of 1990 (OPA 90) (Pub.L.101-380). Section 4202(a) of OPA 90 amended section 311(j) of the Federal Water Pollution Control Act (FWPCA) (33 U.S.C. 1321(j)). The FWPCA set out the requirements for facility response plans and periodic inspections of discharge-removal equipment in sections 311(j)(5) and (j)(6), respectively. Section 4202(b)(4) of OPA 90 established an implementation schedule for these provisions. Facilities were required to submit response plans by February 18, 1993, or cease the handling, storage, and transportation of oil. By August 18, 1993, a facility was required to be operating in accordance with its submitted facility response plan.

As amended, section 311(j)(5) of the FWPCA requires owners or operators of certain facilities to prepare and submit response plans to the President. This requirement applies to onshore facilities, including piping and structures used for the transfer of oil that could reasonably be expected to cause substantial harm or significant and substantial harm to the environment by discharging oil or a hazardous substance into or on the navigable waters of the United States, adjoining shorelines, or the exclusive economic zone. Under Executive Order 12777, the President delegated the authority to regulate oil storage and transportation facilities under OPA 90 and the FWPCA.

The EPA was given authority to regulate non-transportation onshore oil facilities. The Secretary of the Department of Transportation (DOT) has been delegated the authority to review and approve response plans for “transportation related” facilities that could reasonably be expected to cause significant and substantial harm to the environment. The authority of the Secretary of the DOT includes implementing regulations that carry out the requirements of OPA pertaining to non-marine transportation related (non-MTR) facilities and pipelines.

Subsequently three governing agencies have potential jurisdiction over on-shore facilities. EPA has jurisdiction over non-MTR facilities, the Coast Guard has jurisdiction over MTR facilities, and the DOT Pipeline and Hazardous Materials Safety Administration (PHMSA)[1] has jurisdiction for non-MTR facilities.

Regulations governing response plan requirements were not final at the time of initial Facility Response Plan (FRP) submittal (February 18, 1993); however, applicable facilities were required to meet the congressionally mandated OPA 90 deadline despite the lack of final regulation from the agencies with authority. The agencies with regulatory authority have since published final OPA 90 regulations: the EPA in 40 CFR 112 (last revised September 26, 1999); and PHMSA in 49 CFR 194 (last revised July 13, 1998).

Targa has determined that potential oil releases from its pipeline system could cause significant and substantial harm to the environment according to 49 CFR 194.103(c)(5) of the DOT rules. Therefore, this document was prepared to address the DOT’s FRP requirements.

[1] *Formerly known as the Research and Special Programs Administration (RSPA)*

Purpose

This plan establishes Targa's standard requirements for preparing for and responding to a release of oil from the identified Targa pipeline system components. In particular, the purpose of this document is to provide the following information:

- General Information Regarding the Facility
- Emergency Notification Procedures
- Spill Detection and On-Scene Spill Mitigation Procedures
- Emergency Response Activities
- List of Contacts
- Identification of Sensitive Areas
- Response Personnel Training
- Response Personnel Drills
- Communications Plan
- Response Plan Updating Procedures

Scope

The scope of this FRP includes:

- Response requirements for spills, which may occur on land and in water, along a total of over 300 miles of pipeline systems operating in North Dakota.
- This FRP is designed to provide guidance for oil spills, which occur on land, in open drainage conveyance, and for spills that occur and affect the navigable waters of the U.S.
- The geographic area covered by this plan is considered to be one Response Zone; therefore there are no Response Zone Appendices. All information for this Zone is included in the main body of this plan.

Objectives

This plan is written to meet the following objectives:

- Comply with OPA90 requirements.
- Comply with DOT/PHMSA rules.
- Provide an FRP for Targa that can be enacted in the event of an oil spill.

Section 1 Information Summary

1.1 Overview

This FRP was prepared to be consistent with information in the National Oil and Hazardous Substances Pollution Contingency Plan (40 CFR Part 300) and the applicable Area Contingency Plans (ACPs) that were in effect at the time of FRP preparation.

Targa certifies that it has reviewed the National Contingency Plan (NCP) and the ACPs available for review at the time of preparation of this FRP and that this FRP is consistent with every plan available for review. In order to improve the efficiency of spill response efforts, OPA mandates that EPA and the United States Coast Guard prepare Area Contingency Plans (ACPs) which address:

- The discharge or threats of discharge of oil into or upon navigable waters of the United States and adjoining shorelines or which may affect natural resources belonging to, appertaining to, or under the exclusive management authority of the United States;
- Releases or substantial threats of release of hazardous substances into the environment; and
- Releases or substantial threats of release of pollutants or contaminants that may present an imminent and substantial danger to public health or welfare.

This FRP will be maintained at the following locations:

Targa Resources
1000 Louisiana Street
Suite 4300
Houston, TX 77002

Targa Resources
1939 125th Avenue N.W.
Watford City, ND 58854

In addition, each Qualified Individual (QI) and designated alternate(s) will maintain a personal copy of this FRP.

1.1.1 Area and Regional Contingency Plans

The Area Contingency Plan is currently under review, and will be available in the summer, 2014.

The Region 8 Regional Contingency Plan can be obtained at:

http://www.rrt8.nrt.org/production/NRT/RRTHome.nsf/resources/RRT8_RCP_2011/$File/00_RCP_Text.pdf

The National Contingency Plan 40 CFR §300, is located at:

http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title40/40cfr300_main_02.tpl

1.2 Core Plan Summary

Name and Address of Operator:

Targa Resources
1000 Louisiana Street
Suite 4300
Houston, TX 77002

1.3 Response Zone Summary

Targa has included all covered pipeline systems into one response zone for oil spill planning purposes. The following discussion includes all required information regarding the response zone. Therefore, there are no Response Zone Appendices included in this manual, and the single Response Zone is referred to as 'Response Zone 1' throughout.

1.4 Response Zone 1

Response Zone 1 falls wholly within North Dakota. Currently operating lines run predominantly east-west; the proposed Myrmidon pipeline, from New Town to Stanley, runs north-south. It includes the pipelines listed in Table 1.

Table 1: Response Zone 1 – Pipelines

LATERAL	SEGMENT NAME (IF APPLICABLE)	COUNTY	LENGTH (in feet)	LOCATION[2]
8 inch on Reservation		Dunn/McKenzie	113,387	East
Alexander Trunk		McKenzie	286,858	West
Badgun		Dunn	12,649	East
Badgun Extension		Dunn	6,906	East
Bear Den		Dunn	7,834	West
Blue Buttes Phase 1		McKenzie	24,827	East
Burr-Voigt Lateral		Dunn	9,082	East
Four Bears Bridger Connect		McKenzie	3,883	East
Gemini North		McKenzie	2,126	West
Gemini South A		McKenzie	16,593	East
Crude 10 Inch Truck		McKenzie	56,854	East
Helis	Levang Federal 14-21H	McKenzie	2,165	East
Helis	Linseth Lateral	McKenzie	9,071	East
Helis	P. Levang	McKenzie	7,339	East
Helis	TAT	McKenzie	23,760	East
Helis Trunk Line	Dodge	McKenzie	9,240	East

[2] *East or West describes location relative to Johnson's Corner Terminal. The Peninsula is the land between the Missouri River and Lake Sakakewea in Montrail County*

LATERAL	SEGMENT NAME (IF APPLICABLE)	COUNTY	LENGTH (in feet)	LOCATION[2]
Helis Trunk Line	Helis Foreman/Dailey Lateral	McKenzie	7,181	East
Helis Trunk Line	Henderson 1-28/33H	McKenzie	211	East
Helis Trunk Line	Henderson Federal 4-26/35H	McKenzie	129	East
Helis Trunk Line	Johnson/Gabbert	McKenzie	11,816	East
Helis Trunk Line	Jones/State	McKenzie	6,125	East
Helis Trunk Line	Kirkland 13-23/14H	McKenzie	283	East
Helis Trunk Line	Lawler/Moberg	McKenzie	13,992	East
Helis Trunk Line	Levang/Henderson	McKenzie	12,197	East
Helis Trunk Line	Moberg/Veeder	McKenzie	2,851	East
Helis Trunk Line	Thompson	McKenzie	1,742	East
Helis Trunk		McKenzie	46,781	East
Koala		McKenzie	39,103	West
Koala 15-33 Lateral		McKenzie	7,047	West
Koala 3-2-11		McKenzie	29,220	West
Koala 9-5-6		McKenzie	2,218	West
Koala West Lateral		McKenzie	7,264	West
Leo		McKenzie	27,580	West

LATERAL	SEGMENT NAME (IF APPLICABLE)	COUNTY	LENGTH (in feet)	LOCATION[2]
Mandaree 6-20H		McKenzie	5,942	East
Mandaree Lateral	12-07H	McKenzie	15,523	East
Mandaree	Mandaree	McKenzie	11,827	East
Mandaree South B		McKenzie	16,256	East
McGreggor Buttes		Dunn	34,000	East
Moccasin Creek		Dunn	20,740	East
MYMRIDON	28TH STREET	Montrail	26,189	Peninsula
MYMRIDON	30TH STREET	Montrail	47,414	Peninsula
MYMRIDON	31ST STREET	Montrail	20,381	Peninsula
MYMRIDON	32ND STREET	Montrail	40,550	Peninsula
MYMRIDON	34TH STREET	Montrail	26,822	Peninsula
MYMRIDON	36TH STREET	Montrail	19,114	Peninsula
MYMRIDON	MYMRIDON TRUNK	Montrail	58,397	Peninsula
MYMRIDON	Newtown to Stanley	Montrail	163,891	Newton, ND to Stanley, ND
Orion South		McKenzie	37,820	West
Robert Hall East		Dunn	7,314	East
Robert Hall North		Dunn	16,860	East
RTA North		McKenzie	60,961	East

LATERAL	SEGMENT NAME (IF APPLICABLE)	COUNTY	LENGTH (in feet)	LOCATION[2]
RTA North Extension		McKenzie	12,513	East
Rubia Well Connect		Dunn/McKenzie	1,699	East
Seattle 1-35		McKenzie	1,845	West
Sewing Lateral		Dunn	6,331	East
Smokey 15-7 Connect		McKenzie	1,884	West
Smokey 16-20		McKenzie	3,683	West
Smokey 3-6-7		McKenzie	31,920	West
Smokey A		McKenzie	6,639	West
Smokey Lateral Crude		McKenzie	31,137	West
Soward Birdbear		Dunn	49,857	East
Tesoro Interconnect		McKenzie	1,031	East
West Gathering		Dunn	35,887	East
West Gathering Phase 2		Dunn	17,054	East
Whales SMD		Dunn	11,612	East
Zane Voigt		Dunn	2,742	East
Ares Federal 2-15		McKenzie	3,706	West
Ares 6 Inch Truck		McKenzie	16110	West
Ares B		McKenzie	29215	West

LATERAL	SEGMENT NAME (IF APPLICABLE)	COUNTY	LENGTH (in feet)	LOCATION[2]
Ares 4 Inch Trunk		McKenzie	15,673	West
Ares B-1		McKenzie	10,071	West
		TOTAL FEET	**1,728,924**	

1.4.1 Counties in Which a WCD Could Cause Substantial Harm to the Environment

Operating in McKenzie, Dunn, Mountrail Counties, all within the state of North Dakota.

The following Qualified Individuals (QIs) are available on a 24-hour basis.

Table 2: Response Zone 1 - Qualified Individual and Alternate QIs

TITLE	NAME / EMAIL	OFFICE	24 HOUR
Qualified Individual(s)			
Crude Processing Manager (QI)	Tim Stubstad / tstubstad@targaresources.com	(701) 675-2157	(701) 580-5972
Alternate Qualified Individual(s)			
Area Manager	David Low / davidlow@targaresources.com	(701) 842-3315	(701) 300-1206
Pipeline Tech	Robert McDonnell / rmcdonnell@targaresources.com	(701) 580-5972	(701) 580-6118

1.4.2 Determination of Significant and Substantial Harm Status, Response Zone 1

A line section can be expected to cause significant and substantial harm to the environment in the event of a discharge of oil into or on the navigable waters or adjoining shorelines if; the pipeline is greater than 6 5/8inches (168 millimeters) in outside nominal diameter, greater than 10 miles (16 kilometers) in length, and the line section-	
Has experienced a release greater than 1,000 barrels (159 cubic meters) within the previous five years,	☐ Yes ☒ No
Has experienced two or more reportable releases, as defined in §195.50, within the previous five years,	☐ Yes ☒ No
Containing any electric resistance welded pipe, manufactured prior to 1970, operates at a maximum operating pressure established under §195.406 that corresponds to a stress level greater than 50 percent of the specified minimum yield strength of the pipe,	☐ Yes ☒ No
Is located within a 5 mile (8 kilometer) radius of potentially affected public drinking water intakes and could reasonably be expected to reach public drinking water intakes, **OR**	☒ Yes ☐ No
Is located within a 1 mile (1.6 kilometer) radius of potentially affected environmentally sensitive areas, and could reasonably be expected to reach these areas.	☒ Yes ☐ No

Targa operates pipelines that fall under the **Significant and Substantial Harm** criteria as specified above. Therefore, under 49 CFR 194.103(c)(5), Targa is required to prepare and submit a response plan to PHMSA as provided in 49 CFR 194.119.

1.4.3 Worst Case Discharge

According to 49 CFR 194.105, the Worst Case Discharge is defined as the largest volume, in barrels (cubic meters), of the following:

(1) The pipeline's maximum release time in hours, plus the maximum shutdown response time in hours (based on historic discharge data or in the absence of such historic data, the operator's best estimate), multiplied by the maximum flow rate expressed in barrels per hour (based on the maximum daily capacity of the pipeline), plus the largest line drainage volume after shutdown of the line section(s) in the response zone expressed in barrels (cubic meters); or

(2) The largest foreseeable discharge for the line section(s) within a response zone, expressed in barrels (cubic meters), based on the maximum historic discharge, if one exists, adjusted for any subsequent corrective or preventive action taken; or

(3) If the response zone contains one or more breakout tanks, the capacity of the single largest tank or battery of tanks within a single secondary containment system, adjusted for the capacity or size of the secondary containment system, expressed in barrels (cubic meters).

(4) Operators may claim prevention credits for breakout tank secondary containment and other specific spill prevention measures as follows:

PREVENTION MEASURE (PERCENT)	STANDARD	CREDIT
Secondary containment > 100%	NFPA 30	50
Built/repaired to API standards	API STD 620/650/653	10
Overfill protection standards	API RP 2350	5
Testing/cathodic protection	API STD 650/651/653	5
Tertiary containment/drainage/treatment	NFPA 30	5
Maximum allowable credit		75

The worst case discharge for the Targa pipeline system was determined using the requirements from 49 CFR 194.105, and the results for the applicable facilities are summarized in Table 3. The pipeline system is being treated as a single response zone due to the close proximity of the facilities to one another and the usage of one response team for the entire system. The worst case discharge for these pipeline systems will be from the 10 inch Crude Trunk on the East Side of the gathering system transporting oil to Johnson's corner. There are no remotely operated valves and the LACT unit pumps cannot be shutdown remotely.

Table 3: Worst Case Discharge

10 INCH CRUDE TRUNK ON THE EAST SIDE OF THE GATHERING SYSTEM TRANSPORTING OIL TO JOHNSON'S CORNER
Location of rupture: Station 33,750
System flow rate: 1,622 bbls/hr
It will take ½ hour to detect the rupture allowing for = 811 bbls to release
Shutting in the Helis Trunk (allowing for a 532 bbls / hr reduction in flow) and closing the 8" inch B.V. @ station 97,359 on the 8 inch Reservation Trunk Line (allowing a 210 bbls / hr reduction) will take 1 hour allowing a release of 1,622 bbls but reducing the flow rate to 880 bbls / hr
Another half hour at the reduced rate is needed to shut-in the block valve at the end of the 10 inch – releasing 440 bbls and reducing rate to 370 bbls
Another hour is needed to shut-in the RTA North Lateral and Bear Den Laterals releasing 370 bbls
Worst Case Discharge = Total discharge before complete isolation + drain down after isolation
= 3,243 + 4,673 = **7,916 bbls**

Targa has contracted Oil Spill Response Organizations (OSROs) that have equipment inventories in excess of regulatory requirements of actual PHMSA WCD scenarios and hypothetical EPA on-water WCD scenarios. The OSROs and the Master Service Agreements for each are listed in Sections 1.5.1 and Section 1.6, respectively.

1.4.4 WCD From Tankage

Targa currently owns and operates 2 breakout tanks. The breakout tank locations each have their own FRP.

Table 4: Targa Pipeline OPA 90 Worst Case Discharge Results[3]

LATERAL NAME	SEGMENT NAME (IF APPLICABLE)	CURRENT WORST CASE DISCHARGE (IN BBLS)
8 inch on Reservation		5,053
Alexander Trunk		4,950
Badgun		2,329
Badgun Extension		664
Bear Den		3,507
Blue Buttes Phase 1		1,200
Burr-Voigt Lateral		1,020
Four Bears Bridger Connect		253
Gemini North		414
Gemini South A		363
Crude 10 Inch Trunk - WCD		**7,916**
Helis	Levang Federal 14-21H	446
Helis	Linseth Lateral	200
Helis	P. Levang	430
Helis	TAT	1,072
Helis Trunk Line	Dodge	4,333
Helis Trunk Line	Helis Foreman/Dailey Lateral	464
Helis Trunk Line	Henderson 1-28/33H	213
Helis Trunk Line	Henderson Federal 4-26/35H	411
Helis Trunk Line	Johnson/Gabbert	1,778
Helis Trunk Line	Jones/State	342
Helis Trunk Line	Kirkland 13-23/14H	248
Helis Trunk Line	Lawler/Moberg	317
Helis Trunk Line	Levang/Henderson	352
Helis Trunk Line	Moberg/Veeder	1,078

[3] *Largest WCD is highlighted in red.*

LATERAL NAME	SEGMENT NAME (IF APPLICABLE)	CURRENT WORST CASE DISCHARGE (IN BBLS)
Helis Trunk Line	Thompson	271
Helis Trunk		6,420
Koala		667
Koala 15-33 Lateral		746
Koala 3-2-11		889
Koala 9-5-6		2,149
Koala West Lateral		1,079
Leo		5,618
Mandaree 6-20H		154
Mandaree Lateral	12-07H	368
Mandaree	Mandaree	413
Mandaree South B		395
McGreggor Buttes		626
Moccasin Creek		2,632
MYRMIDON	28th Street	702
MYRMIDON	30th Street	3,349
MYRMIDON	31st Street	1,408
MYRMIDON	32nd Street	3,669
MYRMIDON	34th Street	4,078
MYRMIDON	36th Street	2,438
MYRMIDON	Myrmidon Trunk	4,210
MYRMIDON	Newtown to Stanley	3,400
Orion South		1,593
Robert Hall East		4,221
Robert Hall North		1,747
RTA North		5,959
RTA North Extension		213
Rubia Well Connect		138

LATERAL NAME	SEGMENT NAME (IF APPLICABLE)	CURRENT WORST CASE DISCHARGE (IN BBLS)
Seattle 1-35		231
Sewing Lateral		108
Smokey 15-7 Connect		1,617
Smokey 16-20		638
Smokey 3-6-7		1,375
Smokey A		384
Smokey Lateral Crude		3,273
Soward Birdbear		2,442
Tesoro Interconnect		67
West Gathering		1,452
West Gathering Phase 2		1,089
Whales SMD		1,778
Zane Voigt		955
Ares Federal 2-15		Under Construction
Ares 6 Inch Truck		Under Construction
Ares B		Under Construction
Ares 4 Inch Trunk		Under Construction
Ares B-1		Under Construction

1.5 Product Information

The Material Safety Data Sheet for the product handled by Targa, petroleum crude oil, is inserted following this page and includes the data required per 49 CFR §194 Appendix A.

SAFETY DATA SHEET

1. Identification

Product identifier	**Crude Oil (Sweet)**
Other means of identification	
SDS number	TB001
Recommended use	Industrial use.
Recommended restrictions	None known.
Manufacturer / Importer / Supplier / Distributor information	
	Targa Badlands LLC 1000 Louisiana, Suite 4300 Houston, Texas 77002
Telephone number	713-584-1421
Contact person	Mike Carolus
E-mail	mcarolus@targaresources.com
Emergency telephone	800-424-9300
Contact person	Chemtrec

2. Hazard(s) identification

Physical hazards	Not classified.	
Health hazards	Serious eye damage/eye irritation	Category 2A
	Specific target organ toxicity, single exposure	Category 3 narcotic effects
	Specific target organ toxicity, repeated exposure	Category 2 (Liver, Central Nervous System)
	Aspiration hazard	Category 1
OSHA defined hazards	Not classified.	
Label elements		
Signal word	Danger	
Hazard statement	Causes serious eye irritation. May cause drowsiness or dizziness. May cause damage to organs (Liver, Central Nervous System) through prolonged or repeated exposure. May be fatal if swallowed and enters airways.	
Precautionary statement		
Prevention	Do not breathe vapor. Wear protective gloves/protective clothing/eye protection/face protection. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area.	
Response	If swallowed: Immediately call a poison center/doctor. Do NOT induce vomiting. If inhaled: Remove person to fresh air and keep comfortable for breathing. Call a poison center/doctor if you feel unwell. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice/attention.	
Storage	Store in a well-ventilated place. Keep container tightly closed. Store locked up.	
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.	
Hazard(s) not otherwise classified (HNOC)	Not classified.	
Environmental hazards	Hazardous to the aquatic environment, long-term hazard	Category 2
Supplemental information		
Hazard symbol		
Hazard statement	Toxic to aquatic life with long lasting effects.	

Precautionary statement

Prevention	Avoid release to the environment.
Response	Collect spillage.

3. Composition/information on ingredients

Mixtures

Chemical name	CAS number	%
Crude Petroleum	8002-05-9	<100

Composition comments All concentrations are in percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.
This product contains < 0,1 % w/w benzene. The product contains 0-2% sulfur.

4. First-aid measures

Inhalation Move injured person into fresh air and keep person calm under observation. Get medical attention if discomfort persists.

Skin contact Immediately remove contaminated clothing. Wash with soap and water. In case of rashes, wounds or other skin disorders: Seek medical attention and bring along these instructions.

Eye contact Immediately flush with plenty of water for up to 15 minutes. Remove any contact lenses and open eyelids wide apart. Get medical attention if irritation persists after washing.

Ingestion Rinse mouth thoroughly with water and give large amounts of milk or water, if person is conscious. Do not induce vomiting. If vomiting occurs, the head should be kept low so that stomach vomit doesn't enter the lungs. Get medical attention immediately.

Most important symptoms/effects, acute and delayed Symptoms may include redness, edema, drying, defatting and cracking of the skin. Irritation of eyes and mucous membranes. Be aware that symptoms of chemical pneumonia (shortness of breath) may occur several hours after exposure.

Indication of immediate medical attention and special treatment needed Treat symptomatically. The effects might be delayed.

General information First aid personnel must be aware of own risk during rescue.

5. Fire-fighting measures

Suitable extinguishing media Water spray, foam, dry powder or carbon dioxide.

Unsuitable extinguishing media Do not use water jet as an extinguisher, as this will spread the fire.

Specific hazards arising from the chemical During fire, gases hazardous to health may be formed.

Special protective equipment and precautions for firefighters Selection of respiratory protection for firefighting: follow the general fire precautions indicated in the workplace. Self-contained breathing apparatus and full protective clothing must be worn in case of fire.

Fire-fighting equipment/instructions Use standard firefighting procedures and consider the hazards of other involved materials. Move containers from fire area if you can do it without risk. Cool containers with flooding quantities of water until well after fire is out.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures Stay upwind. Avoid inhalation of vapors and contact with skin and eyes. Wear suitable protective clothing, gloves and eye/face protection. For personal protection, see Section 8 of the SDS.

Methods and materials for containment and cleaning up Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible.

Small Spills: Absorb spillage with suitable absorbent material.

Large Spills: Remove with vacuum trucks or pump to storage/salvage vessels. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Wash area with soap and water. Ensure that waste and contaminated materials are collected and removed from the work area as soon as possible in a suitably labeled container.

Never return spills to original containers for re-use. For waste disposal, see Section 13 of the SDS.

Environmental precautions Prevent spreading over a wide area (e.g. by containment or oil barriers). Do not contaminate water. Contact local authorities in case of spillage to drain/aquatic environment. U.S. regulations require reporting releases of this material to the environment which exceed the reportable quantity or oil spills which could reach any waterway including intermittent dry creeks. The National Response Center can be reached at (800)424-8802.

7. Handling and storage

Precautions for safe handling Avoid contact with eyes, skin, and clothing. Avoid inhalation of vapors. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.

Conditions for safe storage, including any incompatibilities Keep in a cool, well-ventilated place. Store away from incompatible materials.

8. Exposure controls/personal protection

Occupational exposure limits

US NIOSH Pocket Guide to Chemical Hazards: Ceiling Limit Value and Time Period (if specified)

Components	Type	Value
Crude Petroleum (CAS 8002-05-9)	Ceiling	1800 mg/m3

US NIOSH Pocket Guide to Chemical Hazards: Recommended exposure limit (REL)

Components	Type	Value
Crude Petroleum (CAS 8002-05-9)	TWA	350 mg/m3

Biological limit values No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls Provide adequate ventilation. Observe Occupational Exposure Limits and minimize the risk of inhalation of vapors. Provide easy access to water supply and eye wash facilities.

Individual protection measures, such as personal protective equipment

Eye/face protection Wear goggles/face shield.

Skin protection

Hand protection Wear protective gloves. Nitrile gloves are recommended, but be aware that the liquid may penetrate the gloves. Frequent change is advisable. Suitable gloves can be recommended by the glove supplier.

Other Wear protective clothing appropriate for the risk of exposure.

Respiratory protection If engineering controls do not maintain airborne concentrations below recommended exposure limits (where applicable) or to an acceptable level (in countries where exposure limits have not been established), an approved respirator must be worn. In the United States of America, if respirators are used, a program should be instituted to assure compliance with OSHA 29 CFR 1910.134. Use a NIOSH/MSHA approved air purifying respirator as needed to control exposure. Consult with respirator manufacturer to determine respirator selection, use, and limitations. Use positive pressure, air-supplied respirator for uncontrolled releases or when air purifying respirator limitations may be exceeded. Follow respirator protection program requirements (OSHA 1910.134 and ANSI Z88.2) for all respirator use.

Thermal hazards Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance Liquid.

Physical state Liquid.

Form Liquid.

Color Amber. Green. Black.

Odor Petroleum.

Odor threshold Not available.

pH Not applicable.

Melting point/freezing point Not available.

Initial boiling point and boiling range 1315.4 °F (713 °C)

Flash point 330.8 °F (166.0 °C)

Evaporation rate Variable

Flammability (solid, gas) Not applicable.

Upper/lower flammability or explosive limits

Flammability limit - lower (%) Not available.

Flammability limit - upper (%) Not available.

Vapor pressure	< 0.5 psi (20°C / 68°F)
Vapor density	Not available.
Relative density	0.9
Relative density temperature	68 °F (20 °C)
Solubility(ies)	Insoluble in water.
Partition coefficient (n-octanol/water)	No data available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.

10. Stability and reactivity

Reactivity	The product is non-reactive under normal conditions of use, storage and transport.
Chemical stability	Stable at normal conditions.
Possibility of hazardous reactions	Will not occur.
Conditions to avoid	Contact with incompatible materials. High temperatures.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	Thermal decomposition or combustion may liberate carbon oxides and other toxic gases or vapors.

11. Toxicological information

Information on likely routes of exposure

Ingestion	Ingestion may cause irritation and malaise.
Inhalation	Breathing of high concentrations may cause dizziness, light-headedness, headache, nausea and loss of coordination. Continued inhalation may result in unconsciousness.
Skin contact	Repeated exposure may cause skin dryness or cracking.
Eye contact	Causes serious eye irritation.
Symptoms related to the physical, chemical and toxicological characteristics	Symptoms may include redness, edema, drying, defatting and cracking of the skin. Irritation of eyes and mucous membranes. Be aware that symptoms of chemical pneumonia (shortness of breath) may occur several hours after exposure.

Information on toxicological effects

Acute toxicity May be fatal if swallowed and enters airways.

Components	Species	Test Results
Crude Petroleum (CAS 8002-05-9)		
Acute		
Dermal		
LD50	Rabbit	> 2000 mg/kg
Oral		
LD50	Rat	> 5000 mg/kg

Skin corrosion/irritation	May cause skin irritation. Defatting, drying and cracking of skin.
Serious eye damage/eye irritation	Causes serious eye irritation.
Respiratory sensitization	Not classified.
Skin sensitization	Pre-existing skin conditions including dermatitis might be aggravated by exposure to this product.
Germ cell mutagenicity	Not classified.
Carcinogenicity	Not classified.

IARC Monographs. Overall Evaluation of Carcinogenicity

Crude Petroleum (CAS 8002-05-9) 3 Not classifiable as to carcinogenicity to humans.

Reproductive toxicity	Not classified.
Specific target organ toxicity - single exposure	May cause drowsiness or dizziness.
Specific target organ toxicity - repeated exposure	May cause damage to the following organs through prolonged or repeated exposure: Liver. Central nervous system.

Aspiration hazard May be fatal if swallowed and enters airways. Droplets of the product aspirated into the lungs through ingestion or vomiting may cause a serious chemical pneumonia.

Further information May be absorbed through the skin.

12. Ecological information

Ecotoxicity Toxic to aquatic organisms, may cause long-term adverse effects in the aquatic environment.

Components		Species	Test Results
Crude Petroleum (CAS 8002-05-9)			
Aquatic			
Fish	LC50	Cutthroat trout (Oncorhynchus clarki)	2.1 - 4.3 mg/l, 96 hours

Persistence and degradability The product is not expected to be readily biodegradable.

Bioaccumulative potential Has the potential to bioaccumulate.

Partition coefficient n-octanol / water (log Kow)
Benzene (CAS 71-43-2) 2.13

Mobility in soil No data available.

Mobility in general The product is insoluble in water. It will spread on the water surface while some of the components will eventually sediment in water systems. The volatile components of the product will spread in the atmosphere.

Other adverse effects Oil spills are generally hazardous to the environment.

13. Disposal considerations

Disposal instructions Disposal recommendations are based on material as supplied. Disposal must be in accordance with current applicable laws and regulations, and material characteristics at time of disposal.

Local disposal regulations Dispose of in accordance with local regulations.

Hazardous waste code F037: Waste petroleum refiney primary oil/water/solids separation sludge.

Waste from residues / unused products Dispose of in accordance with local regulations.

Contaminated packaging Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

UN number	UN3082
UN proper shipping name	Environmentally hazardous substances, liquid, n.o.s. (Crude Oil (Sweet))
Transport hazard class(es)	9
Subsidiary class(es)	-
Packing group	III
Environmental hazards	
Marine pollutant	Yes
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	8, 146, 335, IB3, T4, TP1, TP29
Packaging exceptions	155
Packaging non bulk	203
Packaging bulk	241

IATA

UN number	UN3082
UN proper shipping name	Environmentally hazardous substance, liquid, n.o.s. (Crude Oil (Sweet))
Transport hazard class(es)	9
Subsidiary class(es)	-
Packaging group	III
Environmental hazards	Yes
Labels required	9
ERG Code	9L
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

IMDG

UN number	UN3082
UN proper shipping name	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (Crude Oil (Sweet))
Transport hazard class(es)	9
Subsidiary class(es)	-
Packaging group	III
Environmental hazards	
Marine pollutant	Yes

Labels required	9
EmS	F-A, S-F
Special precautions for user	Read safety instructions, MSDS and emergency procedures before handling. Read safety instructions, SDS and emergency procedures before handling.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not applicable.

15. Regulatory information

US federal regulations This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Benzene (CAS 71-43-2)	Cancer Central nervous system Blood Aspiration Skin Eye Respiratory tract irritation Flammability

CERCLA Hazardous Substance List (40 CFR 302.4)

Benzene (CAS 71-43-2)	LISTED

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories	Immediate Hazard - Yes Delayed Hazard - No Fire Hazard - No Pressure Hazard - No Reactivity Hazard - No
SARA 302 Extremely hazardous substance	No
SARA 311/312 Hazardous chemical	Yes

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Benzene (CAS 71-43-2)
Crude Petroleum (CAS 8002-05-9)

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA)	Not regulated.
Food and Drug Administration (FDA)	Not regulated.

US state regulations WARNING: This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

US. Massachusetts RTK - Substance List

Benzene (CAS 71-43-2)
Crude Petroleum (CAS 8002-05-9)
Sulfur (CAS 7704-34-9)

US. New Jersey Worker and Community Right-to-Know Act

Benzene (CAS 71-43-2)	500 lbs
Crude Petroleum (CAS 8002-05-9)	500 lbs

US. Pennsylvania RTK - Hazardous Substances

Benzene (CAS 71-43-2)
Crude Petroleum (CAS 8002-05-9)
Sulfur (CAS 7704-34-9)

US. Rhode Island RTK

Benzene (CAS 71-43-2)

US. California Proposition 65

US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance

Benzene (CAS 71-43-2)

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).
A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date 14-August-2013

Revision date -

Version # 01

NFPA Ratings



List of abbreviations

LD50: Lethal Dose, 50%.
LC50: Lethal Concentration, 50%.
EC50: Effective concentration, 50%.
IARC: International Agency for Research on Cancer.

References

IUCLID
HSDB® - Hazardous Substances Data Bank
Registry of Toxic Effects of Chemical Substances (RTECS)

Disclaimer

This information is provided without warranty. The information is believed to be correct. This information should be used to make an independent determination of the methods to safeguard workers and the environment.

Table 5: Response Zone 1 – Emergency Phone Numbers

TITLE	PHONE NUMBER
TARGA – Emergency Contact	Appropriate Pipeline Supervisor or his designee; also refer to Table 2 for QI and Alternate QI
WITT O'BRIEN'S EMERGENCY HOTLINE	985-781-0804[4]

The names and contact information of the Emergency Response Team are listed in Table 6, below. These positions are filled by personnel from Witt O'Brien's unless otherwise noted; the Qualified Individuals are Targa employees[5].

Table 6: Emergency Response Team, Response Zone 1

NAME	OFFICE PHONE NUMBER
Incident Commander	
Ed Stanton Bud Kline Ed Turner Paul Frederick Aaron Holton Gil Berkins	985-781-0804
Incident Commander Aide(s)	
TBD – Targa personnel	
Operations Section Chief	
Bud Kline Ed Turner Paul Frederick Aaron Holton Gil Berkins	985-781-0804
Liaison Officer	
TBD	

[4] As noted in Table 6, this number is the 24 hour contact number for Witt O'Brien's. Contact all Witt O'Brien's personnel filling the Emergency Response Team positions through this number.
[5] Witt O'Brien's will fill the QI positions upon request.

NAME	OFFICE PHONE NUMBER
Logistics Section Chief	
Ed Turner Paul Frederick Aaron Holton Gil Berkins	985-781-0804
Finance Section Chief	
Keith Towler Don Costanzo	985-781-0804
Safety Officer	
Aaron Holton Gil Berkins Bud Kline	985-781-0804
Information Officer	
Tim O'Leary	985-781-0804
Legal Officer	
To be filled by Plan Holder (Targa Resources)	
Human Resources	
To be filled by Plan Holder (Targa Resources)	
Staging Area Manager	
TBD – O'Brien's	985-781-0804
Source Control Group Supv.	
To be filled by Plan Holder (Targa Resources)	
Recovery and Prot. Branch Dir.	
TBD – O'Brien's	985-781-0804
Disposal Group	
TBD – O'Brien's	985-781-0804

NAME	OFFICE PHONE NUMBER
Wildlife Rehabilitation	
Contact the North Dakota Field Office of the U.S. Fish & Wildlife Service – Mountain-Prairie Region	3425 Miriam Avenue Bismarck, North Dakota 58501-7926 Phone: (701) 250-4481 Fax: (701) 355-8513
Situation Unit Leader	
Mary Bostick	985-781-0804
Resource Unit Leader	
Mary Bostick	985-781-0804
Documentation Unit Leader	
Mary Bostick	985-781-0804
Technical Specialists	
TBD – O'Brien's	985-781-0804
Service Branch Director	
TBD	
Support Branch Director	
TBD – O'Brien's	985-781-0804
Communications Unit Leader	
TBD – O'Brien's	985-781-0804
Procurement Unit Leader	
Keith Towler Don Costanzo Randy Cook Keith Forster	985-781-0804
Comp./Claims Unit Leader	
TBD as necessary	

NAME	OFFICE PHONE NUMBER
Cost Unit Leader	
Keith Towler Don Costanzo Randy Cook	985-781-0804

1.5.1 Recovery Resources

The Coast Guard created the voluntary OSRO classification program so that plan holders could simply list OSROs in their response plans rather than providing extensive detailed lists of response resources. If the OSRO is classified by the Coast Guard, it means their capacity has been determined to equal or exceed the response capability needed by the plan holder for regulatory compliance, see 33 CFR 154.1035 and 155.1035.

The following companies have an MSA with Targa, to provide spill containment services in the event of an oil spill. A copy of the MSA with each of these companies is included in this plan in Section 1.6.

- Earthmovers (Strata Corp.)
- Garner Environmental
- United States Environmental Services (USES)

The following companies are classified as OSROs by the USCG.

- Garner Environmental
- United States Environmental Services (USES)

1.6 OSRO, Spill Containment Contracts and MSA with Witt O'Brien's

A copy of the Agreement Assumption, between Targa Resources, Inc. and Dynegy Midstream Services is inserted following this page. In addition, a copy of the Master Service Agreements (MSAs) with Earthmovers (Strata Corp.), Garner Environmental, United States Environmental Services, LLC and Witt O'Brien's are inserted after.

Targa
Resources, Inc.

1000 Louisiana, Suite 4700
Houston, Texas 77002
713.584.1000
www.targaresources.com

November 8, 2005

<Global MSA Vendor List>

Attention: Targa (Dynegy) Account Manager

As a follow up to the proposed transaction that was announced in August 2005, Targa Resources, Inc. has completed its acquisition of Dynegy Midstream Services. I would like to take this opportunity to introduce you to our company and provide you with some information about your billing procedures.

Headquartered in Houston, Texas with operations around the country, Targa is an integrated natural gas and NGL midstream energy company. We understand the importance of effective and efficient relationships with our vendors and suppliers and, importantly, their role in helping us serve our customers. The company as a whole is committed to a positive and productive business partnership with you – both throughout our near-term transition period and in our everyday approach.

Please note that any accounts that you have in the name of Dynegy Midstream Services, Limited Partnership are to be changed to Targa Midstream Services Limited Partnership. Your contacts for the sales of goods and services and our procurement / contracting processes remain the same. Telephone and fax numbers will change in the future; however, these remain the same until further notice. We do not expect any interruption to our payment or invoicing process. If your invoice is related to a purchase order, please direct it to the address listed below to the attention of Accounts Payable. Please make sure to include the Targa purchase order number on the invoice to assure timely processing.

Our corporate logistics are as follows:

Targa Resources, Inc.
1000 Louisiana Street, Suite 4700
Houston, Texas 77002

Corporate main telephone number is 713.584.1000. My direct dial number is 713.584.1040. Additional information about our company can be found at www.targaresources.com.

We will communicate updates and provide additional contact information as our transition continues. In the meantime, should you have any questions, please don't hesitate to get in touch with your Procurement Representative.

Thank you in advance for your cooperation. We look forward to continuing our relationship with you.

Sincerely,

Michael A. Heim
Executive Vice President and
Chief Operating Officer

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "DYNEGY MIDSTREAM SERVICES, LIMITED PARTNERSHIP", CHANGING ITS NAME FROM "DYNEGY MIDSTREAM SERVICES, LIMITED PARTNERSHIP" TO "TARGA MIDSTREAM SERVICES LIMITED PARTNERSHIP", FILED IN THIS OFFICE ON THE EIGHTH DAY OF NOVEMBER, A.D. 2005, AT 5:04 O'CLOCK P.M.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2641691 8100

AUTHENTICATION: 4284656

050912841

DATE: 11-09-05

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:12 PM 11/08/2005
FILED 05:04 PM 11/08/2005
SRV 050912841 - 2641691 FILE

CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
DYNEGY MIDSTREAM SERVICES, LIMITED PARTNERSHIP

Pursuant to Section 17-202 of the Delaware Revised Uniform Limited Partnership Act, the undersigned general partner of Dynegy Midstream Services, Limited Partnership (the "Partnership") desires to amend the Partnership's Certificate of Limited Partnership and for that purpose submits the following Certificate of Amendment.

1. The name of the limited partnership is Dynegy Midstream Services, Limited Partnership.

2. The certificate of limited partnership is hereby amended by striking out Article One thereof and by substituting in lieu of said Article One the following new Article One:

1. *Name*: The name of the limited partnership is "Targa Midstream Services Limited Partnership".

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment as of the 7th day of November, 2005.

TARGA MIDSTREAM GP, LLC,
general partner

By: _____ JRP

Name: Joe Bob Perkins

Title: President

ws1E.tmp

SADDLE BUTTE PIPELINE, LLC

SADDLE BUTTE PIPELINE LLC

MISCELLANEOUS WORK AGREEMENT
DATED: November 28, 2011
AGREEMENT NO: SB 070 - 11

Contractor: Earthmovers

This Miscellaneous Work Agreement ("**Agreement**") is between Saddle Butte Pipeline, LLC ("**Company**"), the address of which is 858 Main Avenue, Suite 301, Durango, Colorado 81301, and Earthmovers ("**Contractor**"), the address of which is 1225 South Broadway, Minot, ND 58701. For and in consideration of the terms of this **Agreement**, the adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Scope and Timing of Work**

A. This **Agreement** covers all work and services (collectively, "**Work**"), if any, **Contractor** is to perform for **Company** pursuant to this **Agreement** and as described in any **Contract Work Order** executed by the parties. Any **Work** to which the parties agree will be described in a **Contract Work Order** or in an amendment to a **Contract Work Order.** Modifications to **Work** described in a **Contract Work Order** will be governed by subsection 1(d) hereof. **Contract Work Orders** will be substantially similar in form to Exhibit A hereto and will provide for **Compensation** (hereinafter defined). Neither party has any obligation to enter into a **Contract Work Order**.

B. **Contractor** is not entitled to do any **Work** unless the parties execute a **Contract Work Order** or amend a **Contract Work Order. Company** has no obligation to use **Contractor** for any work or services.

C. Communications regarding the **Work** will be administered by the **Company** Representative and the **Contractor** Representative, as identified in the **Contract Work Order**. Neither party's representative is authorized to amend any part of this **Agreement** except for the scope of **Work** set forth in the **Contract Work Orders**.

D. **Company** may modify the **Work** by notice to **Contractor** and such modifications shall be binding on **Contractor** upon execution of an amendment to the **Contract Work Order**.

2. Compensation and Payments

A. The amount **Company** is to pay **Contractor** for **Work** is herein referred to as "**Compensation.**" For Time and Material Work, the **Compensation**'s labor and equipment components will be pursuant to the **Contractor**'s schedule of rates attached to the **Contract Work Order.**

B. The **Compensation** constitutes the sole and all-inclusive payment by **Company** for the **Work.** Consistent with the foregoing, **Contractor** shall have full responsibility and liability, and shall bear and pay at its sole expense without any reimbursement from **Company**, for all costs of every nature it incurs in connection with the **Work**, including:

i. labor costs, including salaries, taxes, unemployment and worker's compensation insurance premiums, employee benefits, and all other payments or withholdings required by Law;

ii. materials and utilities; and

iii. all taxes on or measured by **Contractor's** income.

C. **Contractor** shall provide separate invoices for **Work** done during the prior calendar month under each **Contract Work Order,** and all costs shall be itemized in accordance with **Company**'s accounting codes provided in the **Contract Work Order**. **Contractor** shall attach daily work tickets or other documentation of the **Work** satisfactory to **Company** to all invoices. The **Contract Work Order** number shall be clearly shown on all invoices. Invoices shall be submitted to the attention of "Accounts Payable" at the **Company**'s office in Durango, Colorado. Invoices that comply with the requirements of this Section 2(c) shall be paid within thirty (30) days unless Company disputes an invoice. **COMPANY HAS NO OBLIGATION TO PAY ANY OF CONTRACTOR'S INVOICES THAT ARE:**

i. NOT PROPERLY CODED,

Ii. NOT CLEARLY MARKED WITH THE CONTRACT WORK ORDER NUMBER, AND

iii. DO NOT ATTACH SUPPORTING PROOF SATISFACTORY TO THE COMPANY OF WORK PERFORMED.

Company may require **Contractor** to resubmit invoices as often as necessary to comply with this Section 2(c).

D. **Company** has no obligation to:

i. pay any invoice submitted more than six (6) months after the **Work** that is the subject of such invoice is completed, nor

ii. accept any **Work** that does not comply with this **Agreement.**

If **Company** pays invoices before the **Work** is completed, no such payment shall constitute acceptance of any **Work** or obligate **Company** to make other partial payments. No use or occupancy by **Company** of any of the **Work** shall be deemed acceptance of any **Work** unless there is final acceptance of the **Work.** Neither final

acceptance nor other acceptance of **Work** nor any payment to **Contractor** shall in any way prevent **Company** from seeking recourse against **Contractor** for a breach of this **Agreement**. No payment, final or otherwise, shall release **Contractor** from any obligations or liabilities hereunder.

E. **Contractor**'s acceptance of final payment shall constitute a full and final release by **Contractor** of **Company** from all Claims and Damages arising out of or otherwise relating to the **Work**, including Claims for:

i. amounts due;

ii. for all things done or materials furnished by **Company** in connection with the Work.

F. **Company**'s liability under this **Agreement** shall not exceed the **Compensation** or the amount otherwise due hereunder, whichever is the lesser, after **Company** has accepted or terminated the **Work**.

3. Term

A. The term of this **Agreement** commences on the date hereof and continues until terminated by either party on at least thirty (30) days notice. Notwithstanding anything herein to the contrary, however:

i. **Contractor** may not terminate this **Agreement** until it completes all **Work** that was commenced during the term, and

ii. **Company** may terminate this **Agreement** as otherwise herein provided.

B. If **Company** believes **Contractor** has breached this **Agreement**, it shall notify **Contractor**. If **Contractor** fails to cure the breach within two (2) days after receiving such notice, then **Company** may terminate the **Work**. If **Company** exercises its right to terminate under this subsection, such right shall be in addition to all other rights **Company** may have against **Contractor** as a result of the breach.

C. If circumstances render **Contractor**'s performance of the **Work** unnecessary or inappropriate for **Company**'s needs, then **Company** may terminate the **Work** by notifying **Contractor**. In that event, **Company** shall pay **Contractor** only for the reasonable value of performance, if any, to **Company** of the **Work** through the date of termination and **Company** shall have no further obligation or liability to **Contractor** under this **Agreement**.

4. Performance of Work

A. **Contractor** shall perform all **Work**: With the quality expected of one who has the knowledge, training, experience, and skills necessary for skillfully performing the **Work**, free from defects in material or workmanship, including:

i. performing the **Work** in a diligent and efficient manner;

ii. exercising precaution for the protection of persons and property and for the maintenance of protective facilities, including taking such safety and health measures, whether or not required by Law, as may be necessary or appropriate for the protection of persons and property; and

iii. cleaning up all refuse, rubbish, scrap, and debris so the **Work** site at all times is safe, neat, and orderly;

a. In accordance with all drawings, plans, and specifications provided by **Company**; and

b. In compliance with all applicable federal, state, or local laws (statutory, judicial, or otherwise), rules, regulations, ordinances, **Permits** (hereinafter defined), and orders (collectively, "**Laws**"), including the following:

(i) While performing **Work** or while on **Company**'s premises, observing all rules or policies that **Company** from time to time may promulgate, including safety policies and drug and alcohol policies. Without limiting the foregoing, for **Work** performed at any **Company** facility that is subject to the requirements of 29 CFR 1910.119 (OSHA Process Safety Management) or 49 CFR 192 Subparts N and G, there shall be compliance with **Company**'s rules and policies.

(ii) **Contractor** shall obtain and maintain in good standing all permits, waivers, consents, authorizations, and licenses (collectively, "**Permits**") from any federal, state, or local commission, bureau, agency, or instrumentality (collectively, "**Governmental Authority**") necessary for performing the **Work** in compliance with all **Laws**. At **Company**'s request, **Contractor** shall confirm to **Company** that all required **Permits** have been obtained, provide a copy of any or all **Permits** to the **Company** Representative, and assign any or all **Permits** to **Company**.

B. Consistent with the other provisions of this **Agreement**, **Contractor** shall be responsible, at its sole cost and expense, for defending against and paying any fines, penalties, or other assessments ("**Penalties**") imposed by any **Governmental Authority** to the extent such **Penalties** are based on a violation of any **Laws** by **Contractor**.

C. **Contractor** warrants, represents, and covenants that it:

i. has the knowledge, training, skills, and experience necessary for performing the Work;

ii. is knowledgeable of all **Laws** applicable to the **Work**; and

iii. will promptly advise **Company** of any actual or anticipated problems in performing the **Work**, and of any Claims for Damages that occur in connection with the **Work**.

D. **Contractor** warrants the **Work** (including all workmanship, equipment, labor and materials furnished by it or on its behalf and used in performing, or made a part of, the **Work**) for one (1) year from and after the date of:

i. final acceptance of the **Work** or,

ii. termination of the **Work** if **Company** terminates the **Work** prior to final acceptance ("**Warranty Period**").

E. Notwithstanding anything herein to the contrary, if **Contractor** is or reasonably should have been aware of any defect in the **Work** (including any of the workmanship, labor, equipment, or materials), then it shall promptly notify **Company**, and the **Warranty Period** shall not begin to run until the latter of the date:

i. of final acceptance of the **Work**,
ii. of termination of the **Work**, or
iii. **Company** learns of the defect.

F. If any defect in the **Work** arises within the **Warranty Period**, **Contractor** shall correct such defect without cost to **Company** within seven (7) days after receipt of notice. If **Contractor** fails to so correct such defect, then **Company** may have such defect corrected at **Contractor**'s expense, and **Contractor** shall reimburse **Company** for such expense within thirty (30) days following receipt of an invoice from **Company**.

G. Upon completion or termination of the **Work**, **Contractor** shall remove all surplus materials, temporary structures, and debris and put the **Work** site in a neat, orderly condition.

H. **Contractor** shall safely protect its personnel, **Work**, and **Company**'s property from injury or loss in connection with the **Work**, including during periods of inclement weather or temporary suspension of **Work**.

I. **Contractor** shall be wholly responsible for performing the **Work**. **Contractor** shall employ such personnel as it deems necessary for performing the **Work**, and shall have sole control over the terms of their employment. All personnel shall be employees of **Contractor**. **Contractor** shall ensure that such employees recognize that they are not employees of **Company**.

J. **Contractor** shall not allow any mechanic's, materialman's, repairman's, employee's, contractor's, operator's and other similar liens or charges arising from work claimed to have been done for or materials claimed to have been furnished to **Contractor** by a subcontractor, vendor, supplier or employee of **Contractor** to attach to the **Company**'s real or personal property interests. **Contractor** shall cause all such liens to be discharged, at **Contractor**'s sole cost and expense, within ten (10) days after **Contractor** receives written demand to discharge said lien from **Company**, by the payment thereof. If **Contractor** shall fail to discharge such lien, **Company** may, at its option and in addition to any other remedy available to it, discharge the same and offset the cost thereof, including reasonable attorneys' fees, from the **Compensation** due to **Contractor**.

5. No Assignment

Contractor shall not assign this **Agreement** without **Company**'s consent, which may be withheld in the sole discretion of **Company**.

6. Status of Contractor

Contractor shall be an independent contractor. Nothing herein or in any course of dealing shall constitute **Contractor** as an employee, agent, or partner of **Company.** Nothing herein shall be deemed to constitute either party the partner of the other. It is not the intention of the parties to create, nor shall this **Agreement** be construed to create, any commercial or other partnership. **Contractor** shall have no capacity to incur debts or obligations on behalf of **Company** or to bind **Company** in any other way, and not represent to any person that it has the authority to do so.

7. Indemnification

A. **Contractor** agrees to and shall release, indemnify, defend and hold **Company Group** (as defined herein) harmless from and against any and all Claims or Damages arising in favor of **Company Group**, **Contractor Group** (as defined herein) or **Contractor Group**'s subcontractors and the employees and agents of **Contractor Group**'s subcontractors for injury or death of any person or for damage to any property arising out of or in connection with the **Work** of **Contractor**.

B. As used herein, "**Claims**" means:

i. rights, claims, demands, causes of action, and legal, administrative, or arbitration proceedings of any nature, that are threatened, asserted, or instituted against a party by any person, regardless of whether arising from injury, death, tort, breach of contract, violation of **Laws**, or otherwise, and regardless of whether a party believes such right, claim, demand, cause of action, or proceeding is justified, and

ii. the incident or event that resulted, or that one could reasonably believe could result, in such a right, claim, demand, cause of action, or proceeding.

C. As used herein, "**Damages**" means losses or damages or other obligations of any and every nature, whether resulting from a Claim or otherwise, including liabilities, costs, penalties (civil or criminal), expenses, judgments, fines, settlements, interest, reasonable attorneys' fees, and other related expenses of every nature.

D. As used herein, "**Company Group**" shall mean:

i. **Company**, its parent, subsidiaries and affiliated or related companies;

ii. its and their working interest owners, co-lessees, co owners, partners, joint operators, customers, joint ventures', if any, and their respective parents, subsidiaries and affiliated or related companies, and

iii. the officers, directors, employees, and consultants of all of the foregoing.

E. As used herein, "**Contractor Group**" shall mean:

i. **Contractor**, its parent, subsidiaries and affiliated or related companies,

ii. its and their co-owners, partners, joint operators, joint ventures', if any, and their respective parents, subsidiaries and affiliated or related companies, and

iii. the officers, directors, employees, and consultants of all of the foregoing.

F. Notwithstanding anything contained in this Agreement to the contrary, and to the maximum extent permitted under law, Company shall release, indemnify, defend and hold Contractor Group harmless from and against any and all Claims resulting from:

i. pollution or contamination of any kind (other than surface spillage of fuels or chemicals emanating from Contractor's Equipment to the extent attributable solely to the negligence of Contractor Group) including, without limitation, the cost of control, removal and clean-up; and/or

ii. any hazardous substance, hazardous material, oil and constituents thereof, or hazardous waste regulated by any federal, state or local law or regulation.

8. Insurance

A. **Contractor** shall maintain at its sole cost insurance coverage of at least the types and amounts:

i. specified in subsection (b), and

ii. required by **Law** to the extent they are of types or coverage in addition to or greater than those specified in subsection (b). A certificate evidencing said minimum coverage shall be promptly delivered to **Company** at its request, but the absence of any request shall not affect **Company**'s rights or **Contractor**'s obligations hereunder. Each insurance policy (and each certificate) shall provide that its cancellation or amendment shall not be valid with respect to **Company**'s rights against **Contractor** or the insurer under such policy until **Company** receives at least ten (10) days written notice of such cancellation or amendment.

B. As provided in subsection (a), **Contractor** shall maintain at its sole cost insurance coverage of at least the types and amounts:

i. Worker's Compensation Insurance required by **Law** for all employees performing any **Work**. If worker's compensation coverage for any particular class of employees is not required by **Law**, **Contractor** nevertheless shall provide adequate employer's liability insurance for the protection of such employees.

ii. Employer's Liability Insurance protecting **Contractor** against common law liability, in the absence of statutory liability, for employee bodily injury or death, with liability limits of at least One Million Dollars ($1,000,000) per claim.

iii. Commercial General Liability Insurance including products/completed operations with liability limits of at least Two Million Dollars ($2,000,000) combined single limit for bodily injury, death, or property damage. This policy shall contain a "separation of insured's" clause, and shall cover, among other risks, the contractual liability assumed under the indemnification provisions set forth herein.

iv. Automobile Liability Insurance including non-owned and hired vehicle coverage with liability limits of at least One Million Dollars ($1,000,000) combined single limit for bodily injury or property damage.

v. Umbrella Liability Insurance with liability limits of at least Five Million Dollars ($5,000,000).

C. Each policy (other than Worker's Compensation) shall be endorsed to act as primary insurance with respect to the **Company Group** and further endorsed to provide, in the **Company**'s favor, a waiver of subrogation rights, and the general liability and automobile liability policies shall be endorsed to name **Company** as an additional insured with respect to the **Work.**

D. The naming of **Company** as an additional insured, the primary status of **Contractor**'s policies of insurance and the waiver of subrogation shall only apply to the risks for which **Contractor** has agreed to assume responsibility and to indemnify or release **Company** under this **Agreement.**

E. If **Contractor** fails to maintain all required insurance during the term, then notwithstanding anything herein to the contrary, **Company** may immediately terminate this **Agreement** or any **Work** without further cost to **Company.**

F. Nothing herein relating to insurance shall in any manner operate as a limitation of **Contractor**'s liability to **Company**.

9. Miscellaneous Provisions

A. Confidentiality. **Company** may provide **Contractor** with confidential and proprietary information (oral or written), including information as to **Company**'s operations, properties, contracts, plans, engineering data, and activities. Such information ("**Information**") is highly confidential, is **Company**'s sole and proprietary property, constitutes trade secrets, and would be provided solely for **Contractor**'s performance of the **Work**. The **Information** shall also include all work in progress,

materials, concepts, evaluations, and interpretations developed by **Contractor** based upon information provided by **Company**. **Contractor** may copy or otherwise reproduce **Information** only for its internal use for performing the **Work**, and shall promptly return all **Information** (including all copies) to **Company** upon completion or termination of the **Work** as to which the **Information** was furnished or developed. Without **Company**'s consent, **Contractor** shall not disclose any of, or anything regarding, the **Information**, or any of the terms of this **Agreement**, which terms shall be treated as confidential.

B. Notices, Consents, Demands, and Other Communications. All notices, approvals, demands, and other communications hereunder ("**Notices**") shall be in writing and shall be given by:

i. personal delivery;

ii. electronic communication, provided the transmitting party has written confirmation of completion of the transmission, or certified mail, return receipt requested, postage prepaid. **Notices** shall be effective and deemed received:

a. on the date of delivery, if by personal delivery, or electronic communication and delivered on or before 3:00 p.m. in the time zone of the recipient on such day; otherwise it shall be deemed to have been delivered on the next business day following delivery, or

b. on the third business day following the date of posting (as evidenced by the postal receipt) if delivered solely by mail. A party may change its address by **Notice** to the other party. **Notices** to the parties shall be sent to:

If to Company:
Saddle Butte Pipeline LLC
858 Main Avenue, Suite 301
Durango, CO 81301
Attention: Brenda Fulkrod
Telephone: (970) 375-3150
Fax No.: (970) 828-2112
E-mail:bfulkrod@sbpipeline.com

If to Contractor:
Earthmovers
1225 South Broadway
Minot, ND 58701
Attention: Shela Bader
Telephone: 701-852-4560
Fax No.: 701-852-9202
E-mail: Shela.Bader@stratacorporation.com

C. Construction of Agreement. The section and other headings contained in this **Agreement** are for reference only. The terms "party" and "parties" refer only to **Company** and **Contractor**. The terms "include," "including," "consistent with the foregoing", or similar terminology shall be construed as meaning without limitation as to the nature or scope of the referenced matters, whether similar or dissimilar to the items described in the text following such terms. The terms "herein" or "hereof," or similar terminology, shall be construed as referring to this **Agreement** rather than only the section in which such term appears. References to subsections shall refer to the section or subsection in which they appear, unless otherwise noted.

D. Entire Agreement. This **Agreement** (which includes any **Contract Work Order** executed by the parties, and any Exhibits or other attachments hereto or

thereto) constitutes the parties' sole understanding and agreement with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements, written or oral, between the parties. In the event of any conflict between the provisions contained in the body of this **Agreement** and those contained in any **Contract Work Order** or any attachment to such **Contract Work Order**, the terms and conditions of this **Agreement** shall control.

E. Amendments and Waivers. No amendments, modifications, alterations or waivers of the terms of this **Agreement** shall be binding unless in writing and executed by the parties; provided however, modifications to **Contract Work Orders** will be binding as herein provided.

F. Survival. The parties' warranties, representations, and covenants (including indemnification obligations) that may be applicable following the completion or termination of **Work**, acceptance of **Work**, or termination of this **Agreement** shall survive the completion or termination of **Work**, acceptance of **Work**, or termination of this **Agreement**. Consistent with the foregoing, completion, acceptance, or termination of any **Work** or termination of this **Agreement** shall not relieve either party from any liability or obligation hereunder, whether in the nature of indemnification or otherwise, resulting from acts, omissions, or events occurring prior to such completion, acceptance, or termination.

G. Right of Offset. If a party breaches this **Agreement**, the other party may offset against any amounts owed to such breaching party an amount equal to the Damages suffered as a result of such breach. In the event a breach is found not to have existed, then the amount offset shall be promptly paid to the party.

H. Governing Law. The governing law for this **Agreement** shall be the internal laws of the State of Colorado excluding conflict of laws provision that would apply the laws of another jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this **Agreement** to be executed by their duly authorized representatives on the date first above written.

COMPANY:

Saddle Butte Pipeline, LLC

By: _____
By: Brendal L. Fulkrod

Its: Snr. Business Manager

CONTRACTOR:

Earthmovers

By: Doug Mathews
By: General Manager

Its: _____

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") is made and entered into effective July 15, 2008 ("Effective Date"), by and between Targa Resources LLC, a Delaware limited liability company ("Targa"), on behalf of itself and its Affiliates, and **Garner Environmental Services, Inc.** ("Contractor" and, together with Targa, each a "Party" and together the "Parties"). Capitalized terms not otherwise defined have the meaning set forth in Exhibit "A".

COMMERCIAL TERMS AND CONDITIONS

1. SCOPE OF AGREEMENT/PURCHASE ORDERS FOR SERVICES

A. Purchase Orders.

i. Contractor shall provide Services to Targa and its Affiliates during the Term of this Agreement as agreed upon in each Purchase Order. Subject to Section 1.A.ii below, each request for Services shall be made by Targa or the applicable Affiliate in writing pursuant to a Purchase Order in the form attached hereto as Exhibit "B" ("Purchase Order"). Contractor shall provide the Services set forth in the Purchase Order on such terms as shall be mutually agreed upon therein. Contractor's acceptance of a Purchase Order shall be accomplished by Contractor's execution of such Purchase Order or the commencement of the Services specified in such Purchase Order, whichever occurs first. All Purchase Orders, and Contractor's performance of Services thereunder, are subject to the terms and conditions of this Agreement, including the General Terms and Conditions set forth in Exhibit "A." This Agreement shall control in the event of any ambiguity, conflict or inconsistency between this Agreement and the Purchase Order.

ii. In the event of an emergency causing an immediate or imminent threat to Targa's Facilities, operations, personnel or other Persons, Targa may issue a verbal Purchase Order to Contractor. In such event, Targa shall promptly submit a written Purchase Order following the issuance of any such verbal Purchase Order. Contractor's commencement of Services under such verbal Purchase Order shall indicate acceptance of such Purchase Order.

B. No Minimum Commitment. Nothing herein shall obligate Targa to request Services from Contractor and Contractor shall be compensated only for such Services as Contractor actually performs at the request of Targa via a Purchase Order.

C. Targa Affiliates' Right to Purchase. Each Targa Affiliate shall have the right to issue a Purchase Order for Services subject to the terms of this Agreement.

D. Special Provisions. Special provisions applicable to the Services performed outside of the State of Texas are set forth in Exhibit "D".

2. COMPENSATION, PAYMENTS AND INVOICING

A. Compensation. As compensation for the satisfactory performance of the Services, Targa shall pay Contractor based on a Time and Materials payment method. Targa shall pay and reimburse Contractor in accordance with the Rate Schedule attached as Exhibit "F" attached hereto and incorporated herein for all purposes as if fully copied at length.

3. INVOICING AND PAYMENT

A. Invoicing. Contractor shall submit monthly invoices to Targa for Services performed in the name of the Targa Affiliate as identified in the upper left-hand corner of each Purchase Order. Each invoice (i) shall identify the Purchase Order number and shall include sufficient line item detail for Targa to reasonably verify the basis of the charges, including the Services performed and applicable quantities and pricing, and (ii) shall be accompanied by any supporting information or documentation reasonably requested by Targa. Invoices submitted for Fees and Expenses charged on an hourly basis shall be supported by documents, time sheets or work tickets showing description, date and location of Services performed and the names of employees

and hours each worked. Invoices submitted for Fees and Expenses charged as allowable expenses shall be supported by copies of the actual receipts forming the basis of reimbursement.

B. Payment. Payment terms are net thirty (30) days from Targa's receipt of an invoice unless otherwise specified in the Purchase Order. In the event of a dispute regarding any invoice submitted by Contractor, (i) all amounts not disputed shall be paid by Targa as required by this Section 3, (ii) Targa shall promptly notify Contractor of such dispute, and (iii) payment of any withheld and disputed amount shall be made within ten (10) days following resolution of the dispute.

4. INSURANCE

During the Term of this Agreement (or for such longer period required in Exhibit "C"), Contractor, at its sole cost and expense, shall procure and maintain, and shall require its Subcontractors to procure and maintain, insurance coverage with the minimum coverages, levels, limits and conditions set forth in Exhibit "C". Contractor's liability under this Agreement, or otherwise at law, shall not be limited by the amount or type of insurance required under this Agreement.

5. TERM OF AGREEMENT/TERM OF PURCHASE ORDERS

Except as otherwise provided herein, this Agreement shall commence on the Effective Date and shall remain in effect for an initial period of one (1) year (the "Initial Term"). Thereafter, it will automatically renew on a year to year basis and remain in effect until terminated by either Party in accordance with the applicable termination provisions of this Agreement (each renewal being a "Renewal Term"). Purchase Orders shall commence and continue in effect until final completion of the Services or termination by Targa in accordance with the applicable termination provisions of this Agreement.

6. NOTICES

Statements and reports required of Contractor hereunder shall be addressed to the individual designated on the particular Purchase Order. Invoices and Notices required of the Parties herein shall be addressed to the address set forth below.

7. ENTIRE AGREEMENT

This Agreement, together with all Exhibits referenced herein and Purchase Orders executed by the Parties, constitutes the entire agreement between the Parties in relation to the Services and supersedes all prior agreements, understandings and commitments, whether oral or in writing, between the Parties. This Agreement may not be amended or modified in any manner except by a written document signed by both Parties that expressly amends this Agreement. All additional and/or conflicting terms and conditions that may appear on Contractor written documents including delivery tickets, service order tickets, daily time sheets, invoices or any other document shall be null and void, and either party's signature on any written document containing conflicting terms shall not constitute either party's consent to any terms or conditions set forth in such document.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date set forth below.

Accepted and Agreed to: **Garner Environmental Services, Inc.**	Accepted and Agreed to: **Targa Resources LLC**
By: Otis Chambers	By: J.S. Hopson
Printed Name: Otis Chambers	Printed Name: J.S. Hopson
Title: Executive Vice President	Title: Senior Vice President-Operations & Engineering
Date: 07-17-08	Date: 7/28/08

Address for Notices: **1717 W. 13th Street** **Deer Park, Texas 77536** Attention: Contracts Administrator Facsimile No.: 281.479.0283 Phone No. 281.930.1200 Contractor's Federal Tax ID Number or SSN: 760134613 Incorporation Status: Incorporated (X); Not Incorporated ( ) Contractor's State License No. _____ (where required by Applicable Law)	**Address for Notices:** 1000 Louisiana, Suite 4300 Houston, TX 77002 Attention: Procurement & Supply Chain Mgmt. Facsimile No. 713-584-1514 Phone No. 713-584-1116 **Address for Invoices:** 1000 Louisiana, Suite 4300 Houston, TX 77002 Attention: Accounts Payable Facsimile No. 713-584-1130 Phone No. 713-584-1344 Targa's Federal Tax ID Number: 14-1904332

EXHIBIT A – MASTER SERVICES AGREEMENT

GENERAL TERMS AND CONDITIONS

A.1. DEFINITIONS

As used in this Agreement, except in those certain instances where the context expressly states another meaning, the following terms and expressions shall have the following meanings:

A. "Affiliate" means any Person that directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with the specified Person. For purposes of this definition, "control" shall mean (i) ownership, directly or indirectly, of either the outstanding voting stock of the controlled Person or any other ownership interest in the controlled Person if such interest has, directly or indirectly, the power to direct or cause the direction of the management and policies of such relevant Person or (ii) operational control of the controlled Person pursuant to an operating agreement, management agreement or other contractual rights.

B. "Applicable Law" means all applicable laws, regulations, ordinances, statutes, codes, regulations and other rules, as amended, of any international, federal, state, municipality, territory, parish, county, local government or political subdivision thereof or any other duly constituted public authority having jurisdiction over Contractor, the Facilities or the performance of the Services and all codes, standards or requirements necessary to perform the Services in accordance with accepted industry practices prevailing at the time and place where the Services are being rendered.

C. "Change Order" means a writing by Targa authorizing a deletion or modification to a Purchase Order.

D. "Claims" means all liabilities, judgments, costs (including court costs, reasonable attorneys' fees and costs of investigation), losses, fines, penalties, expenses, damages, claims, suits and demands.

E. "Contractor Indemnified Parties" means Contractor and its directors, officers, employees and agents.

F. "Contractor's Representatives" shall mean (i) Contractor's directors, officers, employees and agents, and (ii) each Subcontractor and its directors, officers, employees and agents.

G. "Effective Date" shall have the meaning set forth in the first paragraph of this Agreement.

H. "Event of Default" shall have the meaning set forth in Section A.11.A of Exhibit "A".

I. "Facilities" and "Site" are used interchangeably to mean the facilities and/or location where the Services are performed.

J. "Fees and Expenses" shall refer to the fees and expenses in Exhibit F.

K. "Force Majeure" means catastrophic storms or floods, lightning, tornadoes, hurricanes, earthquakes and other acts of God, wars, civil disturbances, terrorist attacks, revolts, insurrections, sabotage, commercial embargoes, epidemics, fires, explosions, and actions of a federal state or local governmental agency with jurisdiction over the Services that were not requested, promoted, or caused by the affected Party; provided that such act or event (i) delays or renders impossible the affected Party's performance of its obligations under this Agreement, (ii) is beyond the reasonable control of the affected Party and not due to its fault or negligence, and (iii) could not have been prevented or avoided by the affected Party through the exercise of due diligence, including the expenditure of any reasonable sum.

L. "Initial Term" shall have the meaning set forth in Section 5 of this Agreement.

M. "Insolvency Event" means the Party (i) makes a general assignment for the benefit of its creditors; (ii) commences a proceeding under applicable bankruptcy law or other Applicable Law for the relief of debtors; (iii) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or readjustment of debts; (iv) a trustee, custodian, conservator, receiver or similar official is appointed for it, or for a substantial part of its property; (v) becomes insolvent or is unable to pay its debts as they become due; or (vi) any involuntary bankruptcy, reorganization, debt arrangement, or other proceeding under any applicable bankruptcy, insolvency or other similar law for the relief of debtors or any dissolution or liquidation proceeding is instituted against such Party.

N. "Lump Sum" shall have the meaning set forth in Section 2.A of this Agreement.

O. "Materials" means all materials, parts and/or goods provided to Targa or incorporated into the Site as part of the Services.

P. "Notice" means all notices, consents, approvals, certifications, requests, demands and authorizations.

Q. "Not-To-Exceed Value" means the dollar amount, if any, specified in an applicable Purchase Order as the maximum compensation to Contractor for the Services to be performed under a particular Purchase Order.

R. "Person" means an individual, corporation, limited liability company, partnership, joint venture, unincorporated organization or any other legal entity.

S. "Purchase Order" shall have the meaning set forth in Section 1.A of this Agreement.

T. "Renewal Term" shall have the meaning set forth in Section 5 of this Agreement.

U. "Services" means those obligations to be performed by Contractor for Targa pursuant to a Purchase Order.

V. "Subcontractors" means a Person of any tier (including vendors, suppliers and renters) who performs any part of the Services and who is not a direct, full-time employee of Contractor.

W. "Targa Indemnified Parties" means Targa, its parent, Affiliates, and all of their respective co-owners, partners, joint venturers, members, officers, directors, employees and agents; provided, however, if the Services are performed for the direct or indirect benefit of Venice Energy Services Company, L.L.C., then the definition of "Targa Indemnified Parties" shall also include Venice Energy Services Company, L.L.C., and its members, and all of their respective Affiliates, employees, officers, directors, agents, successors and assigns; provided, further, that if the Services are performed for the direct or indirect benefit of Versado Gas Processors, L.L.C., then the definition of "Targa Indemnified Parties" shall also include Versado Gas Processors, L.L.C., and its members, and all of their respective Affiliates, employees, officers, directors, agents, successors and assigns.

X. "Targa's Policies and Procedures" means Targa's applicable safety, security and similar work-related policies, procedures, controls and rules, which shall be available on Targa's website or otherwise provided to Contractor from time to time and as may be updated or modified by Targa, including: (i) Targa's minimum contractor safety requirements, (ii) the contractor orientation checklist, (iii) minimum drug and alcohol and random security search policies, and (iv) contractor's pre-selection questionnaire.

Y. "Term" shall mean the Initial Term and any and all Renewal Terms.

Z. "Time and Materials" shall have the meaning set forth in Section 2.A of this Agreement.

AA. "Work Product" shall have the meaning set forth in Section A.16.A of Exhibit "A".

A.2. CONTRACTOR'S GENERAL OBLIGATIONS

A. General. Contractor shall furnish all Materials, labor, supervision, tools, equipment, facilities, services and transportation necessary to perform the Services. All personnel furnished by Contractor shall be duly trained,

qualified and experienced in their respective capacities. All tools and equipment provided by Contractor shall be repaired and maintained by Contractor in a good, safe working order at Contractor's cost. Unless otherwise specified in an applicable Purchase Order, Contractor shall obtain all permits and licenses required by Applicable Law and necessary for the performance of the Services.

B. Scheduling. TIME IS OF THE ESSENCE in the performance of the Services. Contractor shall perform the Services in accordance with the completion date(s) set forth in the applicable Purchase Order. Contractor shall immediately notify Targa, in writing, of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any Services so that remedial action, as is appropriate under the circumstances, may be taken.

C. Monitoring of Services. Contractor shall provide, and shall cause its Subcontractors to provide Targa and its representatives the right to inspect and monitor, at any time, Contractor's and its Subcontractors operations and facilities including tools, equipment, Materials, Services and inventory thereof. Inspections or failure to report any deficiency noted therein shall not relieve Contractor of its obligations hereunder or constitute a waiver by Targa of any rights hereunder.

D. Packaging, Shipment and Delivery of Materials. Packaging, shipment and delivery of all Materials shall be in strict accordance with Applicable Law and this Agreement, including the applicable Purchase Order(s).

i. Contractor shall: (i) efficiently and timely prepare Materials for pick up by the transportation carrier; (ii) be responsible for proper packaging, labeling and preparation for shipment in full compliance with Applicable Law; (iii) include with each shipment or delivery a Material Safety Data Sheet for each item if required by Applicable Law; and (iv) include with each shipment itemized packing slips or other identifying documents. Contractor shall not charge Targa for packaging (including crating, lumber and other packaging materials) unless otherwise specified in the applicable Purchase Order.

ii. All shipments of Materials shall be made either "F.O.B. Destination" or "F.O.B. Shipping Point" as designated in the applicable Purchase Order. Partial shipments are not allowed unless expressly stated in the applicable Purchase Order or otherwise authorized by Targa. Freight shall be paid by Contractor, at its sole expense, unless otherwise stated in the applicable Purchase Order.

iii. Targa reserves the right (payment notwithstanding) to reject and return, at Contractor's risk and expense, that portion of any shipment of Materials that may be defective or otherwise fail to comply with this Agreement, including the applicable Purchase Order. Contractor shall not substitute any Materials specified by Targa in a Purchase Order without Targa's prior written approval.

A.3. CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS

A. Subcontractors. Contractor may retain any Subcontractor necessary to assist Contractor in the performance of the Services that is qualified and capable of performing its portion of the Services in accordance with this Agreement and its subcontract. The creation of any Subcontractor relationship shall not relieve Contractor of any of its obligations under this Agreement and Contractor shall be responsible for the acts or omissions of any Subcontractor as if they were the acts or omissions of Contractor.

B. Approval and Removal of Employees and Subcontractors. Subject to time permitting prior to Targa's request for work, ten (10) business days prior to the execution of any subcontract, or such other period of time as agreed to by Targa, Contractor shall notify Targa of any proposed Subcontractor to be used in the performance of the Services and furnish to Targa all information reasonably requested by Targa with respect to such proposed Subcontractor. Targa shall notify Contractor within such period of time if Targa rejects such Subcontractor. If Targa fails to respond to Contractor within such time period said Subcontractor will be deemed approved by Targa. Upon request by Targa, in its sole discretion, Contractor shall immediately remove any Subcontractor or any employee of Contractor or any Subcontractor performing the Services or present at the Site. **CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE TARGA INDEMNIFIED PARTIES FROM ANY AND ALL CLAIMS ARISING OUT OF OR RESULTING FROM SUCH REMOVAL.**

A.4. USE AND CONDITION OF THE FACILITIES AND EQUIPMENT

Targa makes no representation or warranty as to the condition of the Facilities or any equipment, machinery, tools or other items furnished by Targa that are employed in the performance of the Services. Contractor shall rely solely on Contractor's own examination and investigation to determine the condition of the Facilities and any such equipment. If apparent defects are found therein sufficient to make the use of such Facilities or items unsuitable or unsafe, Contractor shall immediately notify Targa. Contractor shall confine its tools, equipment and operations to the areas indicated by Targa, and shall not interfere with the use or operation of the Facilities. Contractor shall keep stored Material in good order. Contractor shall promptly remove and properly dispose of, in accordance with Applicable Law and Targa's Policies and Procedures, all rubbish and non-hazardous waste material, including all non-hazardous samples and by-products, resulting from the performance of the Services.

A.5. SAFETY AND WORKPLACE POLICIES

Contractor shall be responsible for providing a healthy and safe work place and working environment for Contractor's Representatives during performance of Services. Contractor shall comply with all safety requirements imposed by Applicable Law for the safety of Persons or property, including the U.S. Department of Transportation requirements under 49 C.F.R. Parts 191, 192, 195 and 199, and shall conduct all Services in a safe and responsible manner and Contractor's failure to comply shall constitute a breach of its obligations under this agreement. Contractor shall provide all properly functioning personal protective equipment and other safety equipment as appropriate and necessary for the performance of the Services. In addition, Contractor shall fully comply with Targa's Policies and Procedures and shall coordinate the performance of the Services with Targa's on-Site environmental, health and safety ("EH&S") coordinator. Contractor shall also provide to Targa its OSHA statistics and any annual updates thereto. If required by Targa, Contractor shall participate in Targa's safety orientation program prior to commencing the performance of any Services requested under a Purchase Order. Contractor shall immediately notify Targa of any loss of or damage to property or injury to persons, including the employees of Contractor and it Subcontractors.

A.6. WARRANTIES

A. General Warranties. Contractor represents and warrants that (i) it has the power, authority and right to enter into this Agreement and to carry out and perform the terms hereof; (ii) the Services shall be performed in a good and workmanlike manner, in accordance with all specifications for the Services set forth in this Agreement and all applicable Purchase Order(s), and in accordance with accepted industry practices prevailing at the time and place where the Services are being rendered; and (iii) any Materials furnished under this Agreement are (a) free from liens and encumbrances, (b) free from defects in material, design (to the extent such design is performed by Contractor or its Subcontractors as part of the Services) and workmanship, (c) in compliance with all specifications for Materials set forth in this Agreement and all applicable Purchase Order(s), and (d) new and have not been previously used, unless otherwise specified in the applicable Purchase Order(s).

B. Correction of Services. If at any time, either Party believes the other Party to be in breach of any term or condition of this Agreement, said alleging Party shall provide the alleged breaching Party with notice of the alleged breach. The alleged breaching party shall have ten (10) days to address, or take good faith and reasonable steps to address, the alleged breach prior to initiation of any other action to address the alleged breach by the alleging Party. Notwithstanding the foregoing, if any error or omission materially affects the use of the Facilities or presents an imminent threat to the safety or health of any person, Targa may take corrective action immediately without giving such written notice to Contractor, and Contractor shall be liable to Targa for all costs and expenses incurred by Targa in connection with the error or omission that is the fault of Contractor No acceptance or payment by Targa shall constitute a waiver of any of the foregoing warranties or Contractor's obligations hereunder.

C. Assignment of Warranties. All manufacturer's warranties and remedies applicable to Materials fully paid for by Targa shall be assigned and transferred to Targa upon final completion of the Services under the applicable Purchase Order, and Contractor agrees to fully assist and cooperate with Targa in the enforcement of such warranties.

A.7. MECHANICS' LIENS

To the extent that Targa has paid Contractor for the Services, Contractor shall keep the Site and the Services free of all mechanic's and materialmen's liens and encumbrances in favor of its Subcontractors and other Persons claiming through Contractor with respect to Services provided under this Agreement. If such a lien or encumbrance is filed on the Site or the Services by a Subcontractor or other Persons claiming through Contractor, Contractor shall notify Targa in writing and shall, at its own cost and expense, take whatever steps are necessary to have the lien or encumbrance satisfied, removed or otherwise discharged, by bond or otherwise, within thirty (30) days of the date the lien or encumbrance was filed. If Contractor fails to satisfy or remove the lien or encumbrance within such time, Targa may, without any obligation to do so, satisfy, remove or discharge, by bond or otherwise, the lien or encumbrance, and Contractor shall be liable to Targa for all costs and expenses (including reasonable attorneys' fees) in connection with such satisfaction, removal or discharge. **CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE TARGA INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS FOR SUCH LIENS OR ENCUMBRANCES ARISING OUT OF THE PERFORMANCE OF THE SERVICES.**

A.8. HAZARDOUS SUBSTANCE DISPOSITION

Contractor's Representatives shall not bring any substance on Site that under Applicable Law is considered to be hazardous or toxic or is or may be required to be remediated, including hazardous wastes, radioactive wastes or hazardous substances ("Hazardous Substances"), provided, however, that Contractor may bring Hazardous Substances on Site to the extent necessary to perform the Services so long as the same is done in compliance with Applicable Law and this Agreement, and Contractor shall be fully responsible and strictly liable for all such Hazardous Substances. Prior to bringing any chemical on Site (whether a Hazardous Substance or otherwise), Contractor shall provide Targa with a Material Safety Data Sheet for such chemicals, notify Targa of the nature of the use of such chemicals and otherwise assist Targa in registering the chemicals at the Site. Contractor shall be responsible for packaging and disposing of, in accordance with Applicable Law, any and all Hazardous Substances that Contractor uses or generates in performing the Services or brings onto the Site or creates at the Site. In addition, Contractor shall advise Targa's on-Site EH&S coordinator of any material, including Hazardous Substances, discovered by Contractor's Representatives on Site that cannot be introduced back into the environment under Applicable Law without additional treatment. At Targa's request, Contractor shall assist Targa in identifying appropriate alternatives for off-Site treatment, storage, or disposal of any such material. Contractor shall make no independent determination relating to the selection of treatment, storage, or disposal of any such material, nor shall Contractor subcontract for the treatment, storage, or disposal of any such material through transporters or others without Targa's prior written approval.

A.9. INDEMNIFICATION

A. **TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER PARTY FROM AND AGAINST ALL CLAIMS ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES BUT ONLY TO THE EXTENT SUCH CLAIM RELATES TO OR ARISES OUT OF THE NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR INDEMNIFIED PARTIES, IF CONTRACTOR IS THE INDEMNIFYING PARTY, OR THE TARGA INDEMNIFIED PARTIES, IF TARGA IS THE INDEMNIFYING PARTY.**

B. **ENFORCEABILITY.**

i. **THE INDEMNITY, DEFENSE AND HOLD HARMLESS OBLIGATIONS IN THIS SECTION A.9 ARE LIMITED TO THE EXTENT NECESSARY TO COMPLY WITH APPLICABLE LAW AND THIS SECTION A.9 SHALL BE DEEMED TO BE AMENDED TO THE MINIMUM EXTENT NECESSARY SO AS TO COMPLY WITH APPLICABLE LAW TO THE EXTENT SUCH REQUIREMENTS ARE AT VARIANCE WITH THESE TERMS AND CONDITIONS.**

ii. **TARGA AND CONTRACTOR AGREE THAT THE TEXAS OILFIELD ANTI-INDEMNIFICATION ACT, TEX. CIV. PRAC. & REM. CODE ANN. §§ 127.001-005, AND TEX. CIV. PRAC. & REM. CODE ANN. §§ 130.001-005 ARE INAPPLICABLE TO THIS AGREEMENT AND THE PERFORMANCE OF THE SERVICES. APPLICATION OF THESE CODE SECTIONS TO THIS AGREEMENT WOULD BE CONTRARY TO THE INTENT OF THE PARTIES, AND EACH PARTY HEREBY IRREVOCABLY WAIVES ANY CONTENTION THAT THESE CODES SECTIONS ARE APPLICABLE TO THIS**

AGREEMENT OR THE SERVICES. IN ADDITION, EACH PARTY HEREBY AGREES TO PROVIDE INSURANCE TO COVER THE LOSSES CONTEMPLATED BY SUCH CODE SECTIONS AND ASSUMED BY EACH SUCH PARTY UNDER THE INDEMNIFICATION PROVISIONS OF THIS AGREEMENT, AND CONTRACTOR AGREES THAT THE AMOUNTS PAID CONTRACTOR FOR THE PERFORMANCE OF ITS SERVICES COMPENSATES CONTRACTOR FOR THE COST OF PREMIUMS FOR THE INSURANCE PROVIDED BY IT UNDER THE AGREEMENT. THE PARTIES AGREE THAT EACH PARTY'S AGREEMENT TO SUPPORT THEIR INDEMNIFICATION OBLIGATIONS BY INSURANCE SHALL IN NO RESPECT IMPAIR THEIR INDEMNIFICATION OBLIGATIONS.

A.10. *TERMINATION FOR DEFAULT*

A. Event of Default. Each of the following shall constitute an event of default under this Agreement ("Event of Default"):

i. Contractor shall fail in any material respect to comply with, observe, or perform, or shall default in any material respect, in the performance of the Services or any of the terms and conditions of this Agreement or any Purchase Order;

ii. Any certification or representation made by Contractor hereunder shall be false or incorrect in any material respect when made; or

iii. The occurrence of an Insolvency Event with respect to Contractor.

B. Notice and Cure for Default. If an Event of Default as defined in Section A.11.A.i or A.ii occurs, Targa shall provide Contractor with notice of the Event of Default. Contractor shall have ten (10) days following receipt of such notice to cure the Event of Default, provided that if such Event of Default is not capable of being cured within such ten (10) day period with the exercise of reasonable diligence, then such cure period shall be extended for an additional reasonable period of time, not to exceed thirty (30) days, so long as Contractor is exercising reasonable diligence to cure the default.

C. Termination for Default. If the notice was given by Targa as provided for in Section A.11.B and the Event of Default is not cured by the expiration of the corresponding period for cure or if an Event of Default as defined in Section A.11.A.iii occurs, Targa, by notice in writing to Contractor may, in addition to any other rights and remedies available to it under this Agreement or at law or in equity, terminate this Agreement and/or any Purchase Order. In such event, Targa shall have no further obligation to Contractor with respect to this Agreement or Purchase Order except with respect to Services already performed by Contractor in accordance with this Agreement. Contractor shall remain liable to Targa for any and all Claims that Targa may have against Contractor under this Agreement or the applicable Purchase Order, including the difference between the cost of completing the Services required under a terminated Purchase Order by a substitute contractor and the unpaid balance remaining under the Lump Sum or Not-to-Exceed amount (if applicable), which Claims shall be promptly paid by Contractor upon demand. This obligation of payment shall survive termination of this Agreement or any Purchase Order.

A.11. TERMINATION FOR CONVENIENCE

A. Termination for Convenience by Targa. Targa may terminate this Agreement and/or any Purchase Order at any time for its sole convenience by giving Contractor at least thirty (30) days prior written notice to such effect. In the event of any such termination, Contractor shall immediately stop all terminated Services and, unless notified by Targa to the contrary, shall immediately cause all Subcontractors to cease performance of all Services related to this Agreement and/or a Purchase Order. In the event of such termination for convenience, Targa shall pay Contractor that portion of the total consideration specified in the Purchase Order equal to the portion of the Services completed in accordance with this Agreement prior to such termination, less any payments made prior to such termination. In no event shall Targa be liable for Services performed after the effective date of termination or anticipated fees or lost profits on account of a termination under this Section.

B. Termination for Convenience by Contractor. Any time after the Initial Term, Contractor may terminate this Agreement without cause effective thirty (30) days after Targa's receipt of written notice from Contractor, provided that Contractor is not currently engaged in the performance of any Services under an applicable Purchase Order. Targa's sole and exclusive obligation under this Section A.12.B shall be the payment of unpaid charges due and payable for Services properly performed by Contractor up to the effective date of termination. In no event will Targa be liable to Contractor for any anticipated fees or lost profits on account of termination under this Section A.12.B.

A.12. RIGHT TO AUDIT

Contractor shall, and shall ensure that its Subcontractors, maintain complete and accurate records pertaining to all transactions and activities relating to the performance of the Services in a manner which is commercially reasonable and in accordance with industry best practices. Contractor further agrees, and shall ensure that its Subcontractors agree, to retain all such records for a period of not less than three (3) years after the final completion of a particular Purchase Order or for such longer period as may be required by Applicable Law. Contractor agrees that such records shall be subject to audit by Targa or its representatives. Targa and its representatives shall have access to Contractor's facilities and shall be provided adequate and appropriate workspace in order to conduct audits. Targa shall have the right to interview current and former Contractor employees involved in providing the Services as part of any such audit.

A.13. FORCE MAJEURE

In the event Contractor's performance under this Agreement is delayed as a result of a Force Majeure and Contractor provides notice and full particulars of such Force Majeure in writing to Targa as soon as possible but in no event later than three (3) days after the occurrence of the cause relied on, then Contractor shall be entitled to an extension to any completion date(s) set forth in an affected Purchase Order for the period of time that such Force Majeure is in effect, provided Contractor takes all reasonable actions to mitigate the effect of such Force Majeure. The Parties agree that such extension shall be Contractor's sole remedy for such delay and that such extension shall be set forth in a Change Order. Other than its obligation to make timely payments to Contractor for Services satisfactorily performed, Targa's obligations under this Agreement shall be suspended to the extent that Targa's performance of such obligations is delayed by Force Majeure.

A.14. CONFIDENTIALITY

A. Confidential Information. During the term of the applicable Purchase Order and for a period of three (3) years after the final completion or termination of Services under such Purchase Order, Contractor shall maintain in strictest confidence all proprietary business or technical information concerning Targa or any of its Affiliates, including Work Product, notes, analyses, studies and other documents prepared by Contractor or its Subcontractors that contain or otherwise reflect such information (collectively, the "Confidential Information") and shall not disclose Confidential Information to Contractor's Representatives or any third party, except as otherwise permitted under the terms of this Section A.15. Contractor shall not use Confidential Information for any purpose other than the performance of the Services and shall disclose the Confidential Information only to Contractor's Representatives as necessary to provide the Services, each of whom shall be informed of the

confidential nature of the Confidential Information and shall be bound to comply with the terms of this Section A.15. Contractor shall be responsible for any breach of this Section A.15 by Contractor's Representatives.

B. Exceptions. The provisions of this Section A.15 shall not apply to any portion of the Confidential Information that (i) was developed by Contractor and in Contractor's possession prior to Contractor's first receipt thereof directly or indirectly from Targa; (ii) is now or hereafter becomes generally available on a non-confidential basis to the public through no act or failure to act on Contractor's or any of Contractor's Representative's part; (iii) was heretofore or hereafter furnished to Contractor on a non-confidential basis by a source other than Targa (directly or indirectly), provided that, to Contractor's knowledge, after due inquiry, such source is not subject to any obligation prohibiting the source from disclosing such information to Contractor; or (iv) is required by Applicable Law to be publicly disclosed by Contractor; provided, however, that, unless precluded by Court order, Contractor timely notifies Targa of any such requirement in order to provide Targa a reasonable opportunity to seek an appropriate protective order, and, in the event such protective order or other remedy is not obtained, Contractor agrees to furnish only that portion of the Confidential Information that Contractor is legally required to furnish.

C. Return of Confidential Information. Contractor shall, upon Targa's request, return all Confidential Information to Targa within thirty (30) days following receipt of Targa's request or certify in writing by an officer or authorized agent of Contractor that the Confidential Information has been destroyed.

D. Equitable Relief. Contractor acknowledges that disclosure of any Confidential Information by it or Contractor's Representatives will give rise to irreparable injury to Targa and its Affiliates, and such persons or entities will not be adequately compensated by damages. Accordingly, Targa or its Affiliates may seek and obtain injunctive relief against the breach or threatened breach of the undertakings in this Article, in addition to any other legal remedies which may be available, without the requirement of posting a bond.

A.15. INTELLECTUAL PROPERTY; CLAIMS FOR INFRINGEMENT

A. Infringement Claims. Contractor warrants that the Services and Work Product will not infringe on any copyright, patent, trade secret or other proprietary interest of any third party. **CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE TARGA INDEMNIFIED PARTIES AGAINST ALL CLAIMS FOR ANY COPYRIGHT, PATENT OR OTHER PROPRIETARY RIGHT INFRINGEMENT OR MISAPPROPRIATION OF A TRADE SECRET, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR WORK PRODUCT DELIVERED BY CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR SHALL REIMBURSE THE TARGA INDEMNIFIED PARTIES FULLY FOR ANY ROYALTIES, DAMAGES OR OTHER PAYMENTS THAT A TARGA INDEMNIFIED PARTY SHALL BE OBLIGATED TO PAY.** In the event Targa's use of any Services is interrupted as a result of such a claim, then Contractor shall, at its sole cost and expense and Targa's option, either (i) procure for Targa the right to continue using the infringing Services as though it were non-infringing, or (ii) replace or modify the infringing portion of the Services to make such Services non-infringing without materially impairing their usefulness or performance.

A.16. TAXES

A. General. Unless otherwise expressly set forth in the applicable Purchase Order, Contractor shall be fully responsible for all state and federal income taxes, pension benefits, social security taxes, employment, disability and other customary insurance and for any other taxes (except sales, use, excise and gross receipts taxes addressed below) or payments which may be due and owing by Contractor or which are the result of fees or amounts paid by Targa to Contractor under this Agreement. **CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE TARGA INDEMNIFIED PARTIES FROM ANY CLAIMS RESULTING FROM CONTRACTOR'S FAILURE TO PAY ANY TAXES THAT ARE CONTRACTOR'S RESPONSIBILITY UNDER THIS SECTION. The terms contained herein applicable to taxes apply to United States taxes and not otherwise.**

B. **STATE AND LOCAL SALES, USE, EXCISE AND GROSS RECEIPTS TAXES. WITH RESPECT TO STATE AND LOCAL SALES, USE, EXCISE AND GROSS RECEIPTS TAXES, CONTRACTOR IS RESPONSIBLE FOR ALL TAXES STATUTORILY IMPOSED ON CONTRACTOR AND SHALL INCLUDE SUCH TAXES IN ITS PRICES AND RATES. TARGA IS RESPONSIBLE FOR STATE AND LOCAL SALES, USE, EXCISE AND GROSS RECEIPTS TAXES STATUTORILY IMPOSED ON THE CONSUMER, AND AS SUCH, CONTRACTOR'S PRICES AND RATES SHALL NOT INCLUDE THESE TAXES, BUT RATHER CONTRACTOR SHALL INVOICE**

THESE TAXES AS A SEPARATE ITEM UNLESS TARGA PRESENTS EVIDENCE OF EXEMPTION FROM THE APPLICABLE TAX. BOTH CONTRACTOR AND TARGA AGREE TO PROVIDE THE OTHER WITH THE NECESSARY INFORMATION TO DETERMINE THE TAXABILITY OF THE CHARGES INCURRED PURSUANT TO THIS AGREEMENT, WHICH MAY INCLUDE, BUT IS NOT LIMITED TO, PROVIDING SUPPORT FOR THE BREAKOUT OF MATERIALS FROM LABOR WHEN REQUESTED.

C. SALES AND/OR USE TAX SPECIFIED IN CONTRACTOR'S PROPOSAL APPLICABLE TO CONTRACTOR'S MATERIALS AND LABOR (IF APPLICABLE) WILL BE SHOWN ON EACH PURCHASE ORDER TO BE ACCRUED OR BILLED IN ACCORDDANCE WITH STATE REQUIREMENTS FOR EACH JOB TYPE AND JOBSITE.

A.17. CHANGES

Targa may, from time to time using a Change Order, authorize changes in the Services consisting of deletions or modifications, with the Lump Sum, Not-To-Exceed Value and completion date(s), as applicable, being adjusted accordingly. The value of Services to be deleted or modified and any effect on the completion date(s) shall be determined by the Parties and set forth in the Change Order. A Change Order executed pursuant to this Section shall constitute a full and final settlement and accord and satisfaction of all effects of the change as described in the Change Order and shall be deemed to compensate Contractor fully for the change. All Change Orders shall (i) become a valid and binding part of the applicable Purchase Order, and (ii) be subject to and be in accordance with the terms and conditions of this Agreement. No change in the requirements of this Agreement or a Purchase Order shall be the basis for an adjustment in the Lump Sum or Not-To-Exceed Value, as applicable, or a completion date, set forth in any Purchase Order unless and until such adjustment has been authorized by a Change Order executed in accordance with this Section A.18.

A. 18. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law principles. Application of the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded. The Parties consent to personal jurisdiction in any action brought in any court, federal or state, within Harris County, Texas, having subject matter jurisdiction arising under this Agreement and with respect to any such claim the Parties irrevocably waive, to the fullest extent permitted by Applicable Law, any claim, or any objection they may now or hereafter have, that venue is not proper.

A.19. COMPLIANCE WITH APPLICABLE LAW

A. General. Contractor represents and warrants that it shall fully comply and shall cause its Subcontractors to fully comply with all Applicable Laws, including:

i. Laws pertaining to the employment of Contractor's employees including payment of all federal, state and local taxes or contributions and making all required withholdings;

ii. Laws relating to the training, health and safety of Contractor's employees including all regulations and standards promulgated under the Occupational Safety and Health Act of 1970, as amended;

iii. Laws relating to the protection of the environment including those related to the transportation, use or disposal of Hazardous Substances or waste;

iv. Laws relating to compliance with U.S. Department of Labor requirements relative to required treatment of and notices to employees of Contractor and its Subcontractors; and

v. Laws relating to the collection and remittance of sales, use, excise and gross receipts taxes.

vi. Laws relating to the packaging, marking, handling and transportation of Materials.

B. Immigration Reform and Control Act. Contractor certifies, represents and warrants that none of its employees, or employees of its Subcontractors who perform Services under this Agreement are unauthorized aliens as defined in the Immigration Reform and Control Act of 1986 ("IRCA"). Contractor further agrees to obtain a similar certification from its Subcontractors performing Services.

C. Incorporation of Applicable Law. Contractor certifies, represents and warrants that it is an equal opportunity employer and to the extent required by Applicable Law, shall comply with, and require its Subcontractors to comply with, the following: 42 U.S.C. § 7414 (Clean Air Act); 33 U.S.C. §1318 (Clean Water Act); 15 U.S.C § 637(d)(2) and (3) (Utilization of Small and Disadvantaged Business Concerns); 41 C.F.R. § 60 - 1.8 (Certification of Non-Segregated Facilities); 48 C.F.R. § 52.203-6 (Subcontractor Sales to Government); 48 C.F.R. §§ 22.804-1 and 52.222-26 and 41 C.F.R. § 60-1.4 (Equal Opportunity) (E.O. 11246); 48 C.F.R. §§ 52.222-35 and 52.222-37 and 41 C.F.R. § 60-250.4 (Disabled and Vietnam Era Veterans); 48 C.F.R. § 52.222-36 and 41 C.F.R. § 60-741.4 (Handicapped Workers); and all other sections contained in 41 C.F.R. Chapter 60, and 29 CFR Part 470. To the extent required by Applicable Law, the foregoing executive orders, statutes, rules and regulations are incorporated herein by reference as if set forth in full. Contractor also agrees (i) that no portion of the Services required by this Agreement will be performed in a facility listed on the U.S. Environmental Protection Agency ("EPA") List of Violating Facilities as of the Effective Date of the applicable Purchase Order unless and until the EPA eliminates the name of such facility or facilities from such listing and (ii) to insert the substance of this Section A.20.C into any nonexempt subcontract or purchase order as required by Applicable Law.

D. INDEMNIFICATION. **IN ADDITION TO ANY OTHER OBLIGATIONS UNDER THIS AGREEMENT, CONTRACTOR SHALL, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TARGA INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO CONTRACTOR'S BREACH OF ANY REPRESENTATION, WARRANTY, CERTIFICATION OR OBLIGATION PROVIDED FOR IN SECTIONS A.20 OR A.21.**

A.20. CONFLICTS OF INTEREST AND PROHIBITED PAYMENTS

Contractor represents that no unrecited consideration, kickbacks, fees, payments or things of value above what is ordinarily encountered in usual and customary business practices and what is permitted by any Applicable Law, including applicable anti-kickback law, were given to or requested by any Targa employee, Contractor employee, Subcontractor or government official as an inducement to enter into or continue this Agreement or any subcontract. If Contractor has actual knowledge of any such request, demand or occurrence or has reasonable grounds to believe any such request, demand or occurrence has occurred, Contractor further agrees to immediately report any such incident to: (i) Office of General Counsel, Targa Resources LLC, 1000 Louisiana, Suite 4300, Houston, Texas 77002; Telephone (713)584-1000; Facsimile (713) 584-1110, and (ii) if required by Applicable Law, the appropriate government agency.

A.21. RELATIONSHIP OF THE PARTIES

Nothing contained in this Agreement shall be construed to constitute Contractor as a partner, employee or agent of Targa, nor shall either Party have the authority to bind the other in any respect, it being intended that each shall remain responsible for its own actions. Contractor is retained only for the purposes and to the extent set forth in this Agreement and applicable Purchase Order(s), and Contractor's relationship to Targa shall be that of an independent contractor. Contractor's and Subcontractors' employees, agents and representatives shall not be considered under the provisions of this Agreement, any Purchase Order or otherwise as having a status as an employee of Targa nor shall they be entitled to participate in any plans, arrangements, or distributions by Targa relating to any pension, deferred compensation, bonus, hospitalization, insurance or other benefits extended by Targa to its employees. **CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD THE TARGA INDEMNIFIED PARTIES HARMLESS AGAINST (A) THE PAYMENT OF COMPENSATION TO CONTRACTOR PERSONNEL ASSIGNED TO PERFORM SERVICES, (B) THE PAYMENT OF EMPLOYMENT BENEFITS, IF ANY, WORKERS' COMPENSATION, DISABILITY BENEFITS AND UNEMPLOYMENT INSURANCE, (C) WITHHOLDING AND REMITTING ANY LOCAL, STATE OR FEDERAL PAYROLL-RELATED TAXES OR ASSESSMENTS RELATED TO PERFORMANCE OF THE SERVICES AND (D) ANY CLAIM BY CONTRACTOR'S EMPLOYEES OR ANY SUBCONTRACTOR'S EMPLOYEES FOR ANY TYPE OF WAGES OR BENEFITS.**

A.22. MISCELLANEOUS

A. Assignment. Contractor shall not assign this Agreement or any of Contractor's rights or obligations under this Agreement without the prior written approval of Targa and any attempt to make such an assignment shall be void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

B. Survival. Sections A.3.B, A.4, A.6, A.7, A.8, A.9, A.10, A.11, A.12, A.13, A.15, A.16, A.19, A.20, A.21, and this Section A.22, as well as Section 4 of the Agreement, shall survive termination or expiration of this Agreement and any Purchase Order, in addition to any provisions which by their nature should, or by their express terms do, survive or extend beyond termination or expiration of this Agreement.

C. No Waiver. No waiver by either Party of the performance of any provision, condition or requirement of this Agreement shall be deemed to be a waiver of, or in any manner release the other Party from, performance of any other provision, condition or requirement of this Agreement; nor shall it be deemed to be a waiver of, or in any manner release the other Party from future performance of the same provision, condition, or requirement; nor shall any delay or omission of a Party in exercising any right hereunder in any manner impair the exercise of any such right or any like right accruing to it thereafter. No waiver shall be effective unless made in writing and signed by the Party to be charged with such waiver.

D. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable and such invalidity or unenforceability does not have a material and substantial negative impact on the rights, duties and obligations of either Party hereto (i) such provision will be fully severable, (ii) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and (iii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

E. No Publicity. Contractor shall not reveal any information concerning details of this Agreement to the press or a news-disseminating agency or use the details of this Agreement within any advertising, promotional material, publicity or other printed material without Targa's prior written approval in each instance. In addition, Contractor may not take photographs of the Services or the Site without Targa's prior written approval.

F. Construction. The Parties acknowledge that this Agreement was the subject of fair negotiation between the Parties, and that neither Party shall be considered the "drafter" of this Agreement for the purpose of construing any of its terms and conditions. Article and Section headings and numbers are provided for convenience only, and shall not affect the construction or interpretation of this Agreement. References to "days" or a "day" shall mean a calendar day, unless otherwise stated. The term "include," "includes" and "including" means "including, without limitation," or variant thereof.

G. Notices. Any Notice provided for in this Agreement shall be duly given if delivered by (i) hand, (ii) registered or certified mail, return receipt requested, postage pre-paid, or (iii) facsimile. The Parties may change their respective addresses for receipt of notices upon reasonable advance notice to the other. Any Notice given by hand delivery or registered mail shall be deemed given at the time of delivery and facsimile transmission shall be deemed to be given at the time transmission has been confirmed; provided, however, that when the time of transmission falls outside the normal business hours of the recipient, delivery shall be deemed to be given at 0900 hours (recipient's local time) on the next business day at the location of receipt.

EXHIBIT B – MASTER SERVICES AGREEMENT

PURCHASE ORDER FORM

Targa MSA No. SCM-01293

Purchase Order

Targa _____ ("Targa")
<Address>
United States

DUPLICATE **Dispatch via Print**

Purchase Order	Date	Revision	Page
Payment Terms	**Freight Terms**		**Ship Via**
Buyer	**Phone**		**Currency** USD

Contractor: <number>
Garner Environmental Services, Inc.
1717 W. 13th Street
Deer Park, TX 77536
United States
Fax: 281-479-0283

Ship To: Ordering Targa Location
<address>
<city, state, zip>
United States

Bill To: As specified in PO or Ordering Targa Location
<city, state>
United States

****Tax Exempt? (Y or N)**

Description:

Line- Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date

Total PO Amount [ ]

All shipments, shipping papers, invoices, and correspondence shall identify the applicable Targa Purchase Order Number.

Acceptance by Contractor of this Purchase Order shall be accomplished by delivery to Targa of a signed Purchase Order or by commencement of any Services provided for in this Purchase Order, whichever occurs first. This Purchase Order requires Contractor to provide the Services, including Materials, on a non-exclusive basis solely under the written terms contained in this Purchase Order which shall determine the rights of the Parties regardless of contrary or additional terms in any rate schedules, work orders, invoices, receipts or other documents which may flow from this Purchase Order's performance. Targa rejects any additional or contrary terms and conditions contained in any such document, and Targa's signature on any invoice, rate sheet or other document shall not constitute Targa's consent to any terms and conditions contained therein. This Purchase Order may be amended, modified or changed only by a Change Order and continuation of the Services shall be deemed acceptance by Contractor of the Change Order. Targa expressly disclaims any unsigned amendments, alterations or modifications.

If Contractor has entered into a Master Services Agreement (as identified above by MSA number) with Targa or any of Targa's Affiliates, then this Purchase Order shall be governed by and incorporated by reference into such Master Services Agreement.

If Contractor has not entered into a Master Services Agreement with Targa or any of Targa's Affiliates, by placing this Purchase Order for the Services specified herein, Contractor hereby accepts the Targa Standard Purchase Order Terms and Conditions which are posted at http://www.targaresources.com, and has fully read, understood and accepted the Targa Standard Purchase Order Terms and Conditions in their entirety and without modification. All modifications to the Targa Standard Purchase Order Terms and Conditions agreed to between Targa and Contractor are contained in this Purchase Order, if any. Contractor acknowledges that it had the opportunity to review and discuss the Targa Standard Purchase Order Terms and Conditions with Targa prior to entering into this Purchase Order. Should Contractor desire to discuss the Targa Standard Terms and Conditions with Targa, or if Contractor has difficulty retrieving the posted Targa Standard Terms and Conditions, please contact the Targa representative listed as the "Buyer" above to assist. Targa reserves the right to modify the Targa Standard Purchase Order Terms and Conditions from time-to-time at its sole discretion; thus, Contractor shall be obligated to review such updated Targa Standard Purchase Order Terms and Conditions upon receipt of each Purchase Order from Targa or any of its Affiliates.

For purposes of this Purchase Order and the underlying agreement to which this Purchase Order relates, the terms "Contractor", "Consultant" and "Vendor" are used interchangeably to mean the party providing the Services to Targa. All terms capitalized in this Purchase Order and not defined herein are as defined in the Master Services Agreement or Targa Standard Purchase Order Terms and Conditions, as applicable.

**** If Contractor currently holds a valid Direct Pay Permit (DPP) from the specific purchasing entity above, the Tax Exempt indicator and Tax Amounts should be disregarded. Targa will self-remit any sales or use tax due on its appropriate DPP. This exception does NOT apply when Contractors are responsible for tax.**

EXHIBIT C - MASTER SERVICES AGREEMENT

INSURANCE REQUIREMENTS

A. All insurance policies procured and maintained by Contractor must be written with insurance companies licensed to do business in the state where the Services will be performed, and carry a rating of A- VII or better as shown in the most current issue of A.M. Best's Key Rating Guide, under forms of policies satisfactory to Targa, in the type and amounts as set forth below:

i. Worker's Compensation Insurance, including occupational disease coverage, in accordance with the benefits afforded by the statutory worker's compensation acts applicable to the state, territory or district of hire, supervision or place of accident and including, when applicable, full coverage for maritime obligations, the United States Longshoremen's and Harbor Worker's Compensation Act, Outer Continental Shelf Lands Act, the Jones Act, and Death on the High Seas Act. (Sole proprietorships with no employees falling within the jurisdiction of any statutory worker's compensation act must so certify to Targa in writing.)

ii. Employer's Liability Insurance, all states and in rem coverage, in an amount not less than $1,000,000 each accident, $1,000,000 disease each employee and $1,000,000 disease policy limit. With respect to offshore work or other work entailing maritime or U.S. Longshoremen's and Harbor Worker's Compensation Act obligations, limits shall be carried of not less than $1,000,000 each accident, $1,000,000 disease each employee and $1,000,000 disease policy limit.

iii. Commercial General Liability Insurance with a single limit of liability for bodily injury or property damage of $1,000,000 per occurrence and $2,000,000 in general aggregate on ISO Coverage Form CG 00 01 (or equivalent), such coverage to include products/completed operations liability, premises/operations, independent contractors, broad form bodily injury and property damage, personal injury, in rem (if applicable), explosion, collapse and underground damage liability (xcu), contractual liability covering the obligations assumed by Contractor herein. The Employer's Liability exclusion shall not apply to Targa as an Additional Insured.

iv. Business Automobile Liability Insurance covering all owned, non-owned (including Targa vehicles), leased, rented, and hired motor vehicles, including coverage for loading and unloading, used in the performance of this Agreement, with limits of not less than $1,000,000 combined single limit.

v. Excess Liability Insurance with limits of not less than $5,000,000 per occurrence and in the aggregate providing additional limits of insurance to the coverage described in subsections ii, iii, and iv above.

vi. If the Services require the use of aircraft by Contractor, Aircraft Liability Insurance covering all owned, non-owned, or hired aircraft used in connection with the performance of this Agreement, as well as Guest Voluntary Settlement, and passengers and crew, shall be procured, with policy limits of not less than:

- $50,000,000 per occurrence for services providing fixed wing transportation of Targa executives;
- $20,000,000 per occurrence for offshore rotorcraft operations;
- $5,000,000 per occurrence for activities by fixed wing aircraft providing services such as: pipeline inspections, coal pile inventory inspections and aerial photography; and
- $5,000,000 per occurrence for all other services not listed above.

vii. If Contractor uses marine craft in performing Services hereunder, Hull & Machinery insurance, including full collision liability, in an amount equal to the fair market value of each vessel that is owned and/or chartered by Contractor and used in connection with the performance of this Agreement. Contractor may cover its obligation for loss of life or bodily injury to the crew of the vessel by extension of the Workers' Compensation Insurance under A.i above, and may cover the third-party liability under the Commercial General Liability coverage if vessel is under 75' in length. If there is cargo on the marine vessel, Cargo Marine Insurance coverage covering the value of the cargo.

viii. Contractor's Pollution Insurance, including sudden and accidental pollution liability, with limits of $1,000,000 per claim and $1,000,000 in the aggregate.

B. THE INSURANCE REQUIREMENTS SET FORTH IN THIS EXHIBIT "C" SHALL IN NO WAY LIMIT CONTRACTOR'S LIABILITY OR RESPONSIBILITY UNDER THIS AGREEMENT NOR SHALL THEY BE CONSTRUED TO BE THE ULTIMATE TYPES AND AMOUNTS OF INSURANCE CONTRACTOR SHOULD MAINTAIN TO ADEQUATELY INSURE ITSELF.

C. It is further expressly agreed by Contractor that any and all premiums and deductibles and/or any other charges due with respect to such policies of insurance shall be assumed by, for the account of Contractor. Contractor shall carry deductibles acceptable to Targa.

D. All such policies of insurance (with the exception of Workers' Compensation, Employer's Liability, and if required to be provided, Contractor's Pollution Insurance) shall name the Targa Indemnified Parties as an Additional Insured with Additional Insured Endorsement (CG 2010 0704 or equivalent). Further, all of the above insurance policies shall contain provisions that no cancellation or material change shall become effective except on endeavoring to provide thirty (30) days prior written notice to Targa. Renewal certificates shall be delivered to Targa within ten (10) days of policy expiration.

E. All policies of insurance referred to herein must be written on an "Occurrence" Basis and endorsed to be Primary to any other insurance policies carried by Targa with respect to Contractor's operations to the extent of the obligations assumed by Contractor. In the event a 'Claims-Made' coverage form is used, Contractor shall ensure that a minimum three-year extended reporting period is obtained from the end of the services performed or that coverage is obtained. Contractor shall provide to Targa copies of the declarations pages of any and all applicable insurance policies upon request by Targa.

F. Except where prohibited by Applicable Law, all policies of insurance pertaining to this Agreement which are procured, held or maintained by Contractor and each of its Subcontractors, whether required by this Agreement or not, shall be endorsed to provide that the underwriters or insurers waive any and all rights of subrogation against the Targa Indemnified Parties.

G. Prior to Services commencing under a specific Purchase Order, Contractor shall provide to Targa certificates of insurance for itself and each of its Subcontractors on standard ACORD form signed by an authorized representative evidencing the coverages, limits, endorsements and extensions required herein for Targa and each entity required to be named as an Additional Insured. Notwithstanding Contractor's obligation to provide, and Targa's right to receive, proof of insurance in compliance with this Exhibit "C", any failure of Targa to require, or to insist that Contractor comply with its obligations to provide, proof of insurance prior to the commencement of any Services, or at any other time, shall not operate as a waiver of Contractor's obligations to provide insurance.

EXHIBIT D – MASTER SERVICES AGREEMENT

SPECIAL PROVISIONS

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1. Services Performed in Louisiana:

A. For Services performed under an applicable Purchase Order for the benefit of Facilities located in Louisiana, TARGA AND CONTRACTOR AGREE THAT THE LOUISIANA OILFIELD ANTI-INDEMNITY ACT, LA. REV. STAT. § 9:2780, ET. SEQ., IS INAPPLICABLE TO THIS AGREEMENT AND THE PERFORMANCE OF THE SERVICES. APPLICATION OF THESE CODE SECTIONS TO THIS AGREEMENT WOULD BE CONTRARY TO THE INTENT OF THE PARTIES, AND EACH PARTY HEREBY IRREVOCABLY WAIVES ANY CONTENTION THAT THESE CODE SECTIONS ARE APPLICABLE TO THIS AGREEMENT OR THE SERVICES. IN ADDITION, IT IS THE INTENT OF THE PARTIES IN THE EVENT THAT THE AFOREMENTIONED ACT WERE TO APPLY THAT EACH PARTY SHALL PROVIDE INSURANCE TO COVER THE LOSSES CONTEMPLATED BY SUCH CODE SECTIONS AND ASSUMED BY EACH SUCH PARTY UNDER THE INDEMNIFICATION PROVISIONS OF THIS AGREEMENT, AND CONTRACTOR AGREES THAT THE COMPENSATION SET FORTH UNDER THIS AGREEMENT (AS MAY BE ADJUSTED BY CHANGE ORDER IN ACCORDANCE WITH SECTION A.18) COMPENSATES CONTRACTOR FOR THE COST OF PREMIUMS FOR THE INSURANCE PROVIDED BY IT UNDER THIS AGREEMENT. THE PARTIES AGREE THAT EACH PARTY'S AGREEMENT TO SUPPORT THEIR INDEMNIFICATION OBLIGATIONS BY INSURANCE SHALL IN NO RESPECT IMPAIR THEIR INDEMNIFICATION OBLIGATIONS.

B. In all cases where Contractor's employees (defined to include direct, borrowed, special, or statutory employees of Contractor and its Subcontractors) are performing Services in or offshore the state of Louisiana or are otherwise covered by the Louisiana Workers' Compensation Act, La. Rev. Stat. § 23:1021, et. seq., Targa and Contractor agree that the Services performed by Contractor, its Subcontractors, and Contractor's and its Subcontractor's employees pursuant to this Agreement are an integral part of and are essential to the ability of Targa to generate Targa's goods, products and services for the purpose of La. Rev. Stat. § 23:1061(a)(1). Furthermore, Targa and Contractor agree that Targa is the statutory employer of Contractor's and its Subcontractors' employees solely for purposes of La. Rev. Stat. § 23:1061(a)(3) for the applicable Services, and that Targa shall be entitled to the protections afforded a statutory employer under Louisiana law. Regardless of Targa's status as the statutory or special employer (as defined in La. Rev. Stat. § 23:1031(c)) of the employees of Contractor or its Subcontractors, and regardless of any other relationship or alleged relationship between such employees and Targa, Contractor shall be and remain at all times primarily responsible for the payment of all worker's compensation and medical benefits to Contractor and its Subcontractors, and neither Contractor, its Subcontractors, nor their respective insurers or underwriters shall be entitled to seek contribution or indemnity for any such payments from Targa or any Targa Indemnified Party. NOTWITHSTANDING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL THIS SECTION BE INTERPRETED TO RELIEVE CONTRACTOR FROM ITS FULL RESPONSIBILITY AND LIABIILTY TO TARGA UNDER THIS AGREEMENT FOR THE EMPLOYEES OF CONTRACTOR OR ITS SUBCONTRACTORS (WHETHER OR NOT SUCH EMPLOYEES ARE A STATUTORY, SPECIAL OR BORROWED EMPLOYEE, OR OTHERWISE), INCLUDING CONTRACTOR'S OBLIGATIONS TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE TARGA INDEMNIFIED PARTIES FROM AND AGAINST INJURY OR DEATH TO SUCH EMPLOYEES OR DAMAGE TO OR DESTRUCTION OF PROPERTY OF SUCH EMPLOYEES, AS PROVIDED IN SECTION A.9.A.

C. Notwithstanding Section A.19 of Exhibit "A", with respect to Services performed under a Purchase Order (i) which would cause such Purchase Order and/or this Agreement to be considered a construction contract, subcontract or purchase order for a public or private works project, and (ii) when one of the Parties is domiciled in the State of Louisiana, and (iii) the Services to be performed under the applicable Purchase Order involve construction projects within the State of Louisiana, the applicable Purchase Order and this Agreement shall be governed by the laws of the State of Louisiana and any suits or proceedings arising out of, relating to or in connection with the applicable Purchase Order shall be brought in any court, federal or state, within the State of Louisiana.

2. Services Performed in New Mexico:

A. To the extent that this Agreement, in conjunction with any applicable Purchase Order, is (i) a "construction contract" (as defined in N.M. STAT. ANN. § 56-7-1E (Michie 2006)) and (ii) for Services to be performed in the State of New Mexico, the following shall apply to this Agreement and such applicable Purchase Order:

i. The indemnification obligations in Sections A.9.A, A.9.B and A.9.C shall not apply and, in lieu of such indemnification obligations, but in addition to the other indemnification obligations contained elsewhere in the Agreement, CONTRACTOR SHALL FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS THE TARGA INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF OR RESULTING FROM OR RELATED TO PERSONAL INJURY, ILLNESS OR DEATH OR LOSS OF OR DAMAGE TO PROPERTY ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT OR THE SERVICES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY CONTRACTOR INDEMNIFIED PARTY, ANY SUBCONTRACTOR OR ANY EMPLOYEE, OFFICER, DIRECTOR OR AGENT OF ANY SUBCONTRACTOR. CONTRACTOR'S LIABILITY HEREUNDER SHALL APPLY REGARDLESS OF WHETHER ANY TARGA INDEMNIFIED PARTY WAS CONCURRENTLY NEGLIGENT (WHETHER ACTIVELY OR PASSIVELY), IT BEING AGREED BY THE PARTIES THAT IN THIS EVENT, THE PARTIES' RESPECTIVE LIABILITY OR RESPONSIBILITY FOR SUCH CLAIMS UNDER THIS SECTION SHALL BE DETERMINED IN ACCORDANCE WITH THE PRINCIPLES OF COMPARATIVE NEGLIGENCE.

ii. The last sentence of Section D of Exhibit "C" shall be deleted and the first sentence of such Section D shall be replaced with, "All policies of insurance (with the exception of Workers' Compensation, Employer's Liability, and if required to be provided, Professional Liability Insurance) shall, to the extent of Contractor's contractual indemnification obligations under the Agreement, name the Targa Indemnified Parties as an Additional Insured with Additional Insured Endorsement (CG 2010 0704 or equivalent)."

B. To the extent that this Agreement, in conjunction with any applicable Purchase Order, is (i) a contract for "construction" (as defined in N.M. STAT. ANN. § 57-28-2A (Michie 2006)) and (ii) for Services to be performed in the State of New Mexico, the following shall apply to this Agreement and such applicable Purchase Order:

Notwithstanding the payment terms, if any, listed in the applicable Purchase Order or as otherwise stated in Section 3.B of this Agreement, Targa shall make payment to Contractor of undisputed invoiced amounts within twenty-one (21) days of Targa's receipt of an undisputed request for payment. If Targa receives an improperly completed invoice, Targa shall notify Contractor thereof, along with the nature of the incompleteness, within seven (7) days of Targa's receipt of such incomplete invoice. Within ten (10) days of final completion of the Services under the applicable Purchase Order, and upon otherwise fulfilling the requirements under this Agreement and N.M. STAT. ANN. § 57-28-8 (Michie 2006), Targa shall pay Contractor any remaining amounts due under such Purchase Order.

C. To the extent Services are performed under this Agreement or any applicable Purchase Order in the State of New Mexico, the Parties agree that the New Mexico Oilfield Anti-Indemnity Act, N.M. STAT. ANN § 56-7-2 (Michie 2006) is inapplicable to this Agreement and the performance of the Services. Application of this statute to this Agreement or any Purchase Order would be contrary to the intent of the Parties, and each Party hereby irrevocably waives any contention that this statute is applicable to this Agreement or the Services. If such statute is applied to this Agreement or any applicable Purchase Order against the intent of the Parties (as stated herein), then the Parties' indemnification obligations and insurance coverage under this Agreement shall apply to the fullest extent permitted by N.M. STAT. ANN. § 56-7-2.

3. Services Performed in Florida:

A. To the extent Services are performed under this Agreement or any applicable Purchase Order in the State of Florida and such Services include the improvement of any real property or recommencing completion of any improvement of real property after default or abandonment, Contractor shall prepare, post, file and maintain a notice of commencement in accordance with FLA. STAT. ch. 713.13 (2006).

B. To the extent that this Agreement, in conjunction with any applicable Purchase Order, is subject to FLA. STAT. ch. 713.13, the following shall apply to this Agreement with respect to such applicable Purchase Order:

i. The indemnification obligations in Sections A.9.A, A.9.B and A.9.C shall not apply and, in lieu of such indemnification obligations, but in addition to the other indemnification obligations contained elsewhere in the Agreement and to the fullest extent permitted by Applicable Law, CONTRACTOR SHALL FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS THE TARGA INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF OR RESULTING FROM OR RELATED TO PERSONAL INJURY, ILLNESS OR DEATH OR LOSS OF OR DAMAGE TO PROPERTY ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT OR THE SERVICES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY CONTRACTOR INDEMNIFIED PARTY, ANY SUBCONTRACTOR OR ANY EMPLOYEE, OFFICER, DIRECTOR OR AGENT OF ANY SUBCONTRACTOR. CONTRACTOR'S LIABILITY HEREUNDER SHALL APPLY REGARDLESS OF WHETHER ANY TARGA INDEMNIFIED PARTY WAS CONCURRENTLY NEGLIGENT (WHETHER ACTIVELY OR PASSIVELY), IT BEING AGREED BY THE PARTIES THAT IN THIS EVENT, THE PARTIES' RESPECTIVE LIABILITY OR RESPONSIBILITY FOR SUCH CLAIMS UNDER THIS SECTION SHALL BE DETERMINED IN ACCORDANCE WITH THE PRINCIPLES OF COMPARATIVE NEGLIGENCE

C. Notwithstanding Section A.19 of Exhibit "A", with respect to any Services performed under a Purchase Order which are for an improvement to real property within the State of Florida, any suits or proceedings arising out of, relating to or in connection with such Purchase Order, which involve a Contractor or Subcontractor that is a resident of Florida, shall be brought in a court, federal or state, within the State of Florida.

D. To the extent Services are performed under this Agreement or any applicable Purchase Order in the State of Florida, Targa shall, in accordance with Section 3.D, provide the applicable Contractor and Subcontractor lien waivers for submission by Contractor with its invoices to Targa.

EXHIBIT F – MASTER SERVICES AGREEMENT

RATE SCHEDULE

Contractor's March 2008 rate schedule]

Attached

EXHIBIT E

GARNER ENVIRONMENTAL SERVICES, INC.

1717 West 13th Street
Deer Park, Texas 77536
(281) 930-1200
(800) 424-1716

RESPONSE RATE SCHEDULE
DOMESTIC

MARCH. 2008

Tables of Contents

SPILL PERSONNEL PHONE LIST iii
- DEER PARK iii
  - Spill Response iii
  - Haz-Mat Incidents iii
  - Dispatcher iii
- PORT ARTHUR iii
- LA MARQUE/GALVESTON iii
- NEW ORLEANS iii

Automotive Equipment 1

Equipment Decontamination / Washout 1

Haz-Mat Rates 1

Insurance 1

Personnel 1

Replacement of Damaged or Contaminated Equipment 1

Roll-Off Boxes 1

Stand-By Rates 2

Subcontract Services / Third-Party Services 2

Taxes 2

Terms 2

Place of Performance 2

Travel, Lodging and Per Diem 2

PERSONNEL
- Spill 3
- Haz-Mat 3
- Rescue 3

EQUIPMENT
- Automotive Equipment ..... 3 - 4
- Marine Equipment 4
- Containment Boom ..... 4 & 5
- Skimmers 5
- Sorbent Material 5

Pumps and Hoses 6
Specialty Equipment 6
Communications Equipment 6
Haz-Mat Equipment 7
Miscellaneous Equipment 7
Monitoring Equipment 8
Rescue Equipment 8
Personal Protective Equipment 9
Boots 9
Gloves 9
Respiratory Protection 9
Sampling and Testing Equipment and Supplies 10
Storage 10

MATERIAL
Chemicals 11
Miscellaneous Material 12

SPILL PERSONNEL PHONE LIST

	HOME	MOBILE	
DEER PARK – Office / Phone: (281) 930-1200 / (800) 424-1716 Fax: (281) 478-0296			
Spill Response			
John Pavlicek	N/A	(713) 817-1395	
Randy Watkins	N/A	(713) 202-2737	
Clyde McKissack	N/A	(713) 724-4862	Nextel (281) 303 - 9939
Haz-Mat Incidents			
Mikie Sopczak	N/A	(713) 203-3926	
Clyde McKissack	N/A	(713) 724-4862	Nextel (281) 303 - 9939
Camilo Olivieri	(281) 478-5688	(713) 823-3861	
Dispatcher			
Bruce Dumesnil	(281) 470-2270	(713) 252-2262	
Safety			
Scotty Bourgeois	(281) 991- 7975	(281) 743-2818	
Camilo Olivieri	(281) 478-5688	(713) 823-3861	
PORT ARTHUR – Office / Phone: (409) 983-5646 / (800) 983-7634 Fax: (409) 983-5851			
Elbert Sirmons	(409) 296-2608	(409) 963-7994	
Curtis Chatelain	(409) 882-0322	(409) 720-8619	
LA MARQUE/GALVESTON – Office / Phone: (409) 935-0308 / (800) 935-0308 Fax: (409) 935-0678			
Kim Albright McWhirter	(409) 766-0428	(409) 766-0428	
Curtis Galloway	(409) 938-7900	(409) 766-0427	
NEW ORLEANS – Office / Phone: (504) 254-2444 / (800) 975-2444 Fax: (504) 254-3004			
Sammy Jones	(985) 847-1917	(504) 453-4144	
Walter Diamond	(504) 394-9762	(504) 722-6814	

Equipment Decontamination / Washout

Time and Material charges are portal to portal and will continue through decontamination and/or washout of any and all equipment used on the job.

Haz-Mat Rates

Haz-Mat rates will be charged when the material being dealt with has a hazard rating of two or greater on the NFPA 704 labeling system or hazardous material identifying system, or if a job requires the use of respiratory protection.

Insurance

The rates in this RATE SCHEDULE include insurance coverage for Worker's Compensation, General Liability, Pollution and Automobile Liability. A Certificate of Insurance will be forwarded upon request. These rates do not include work performed under the U.S. Longshoremen's and Harbor Workers Act (33 USC ss 901-950). For work performed under this statute, an additional 69% surcharge per $100.00 of wages will be assessed on labor **only**.

Personnel

Experienced consulting, supervisory, technical instructor and equipment operating personnel are available for complete emergency spill response and spill cleanup operations and vacuum service, 24 hours a day, 7 days a week. Normal hours of operation are from 0730 (7:30 a.m.) through 1600 (4:00 p.m.) daily, Monday through Friday.

All labor charges will be in accordance with Garner Environmental Services, Inc. service receipts. Charges for personnel are portal-to-portal. Garner Environmental Services, Inc. will invoice for personnel and the time required to mobilize, service, repair, and restock all vehicles and equipment used in the performance of the services for customer. Overtime for personnel will be charged at time and a half between 1600 (4:00 pm) through 0730 (7:30 am) Monday through Thursday; weekends from 1600 (4:00 p.m.) Friday through 0730 (7:30 am) Monday. **DOUBLE TIME RATES** will be charged for all Garner recognized Holidays. **4-Hour Minimum Service Charge On All Labor Call-Outs.**

In the event Garner Environmental Services, Inc. responds to a request from a governmental agency and/or third party and/or Customer and/or on behalf of Customer for record gathering and/or litigation support services, including but not limited to testifying at any proceeding, deposition, hearing or trial, and whether during the performance of services or any time after, Customer hereby agrees to and will pay to GESI, in accordance with the payment terms herein, the charges for the personnel provided and/or requested and/or required in the amount corresponding to the personnel designation in this rate sheet and will further reimburse GESI for reasonable expenses incurred as a result including for transportation, parking and/or lodging, if necessary.

Replacement of Damaged or Contaminated Equipment

If, during performance of a service and/or services for a customer, equipment and/or material sustain damage which renders the equipment and/or material beyond repair or renders decontamination impossible, said equipment and/or material will be subject to a replacement charge at Garner Environmental Services, Inc.'s cost plus 15% unless said damage was sustained as a result of misuse by Garner Environmental Services, Inc. personnel.

Roll-Off Boxes

Roll-Off Box delivery and pickup charges vary according to the distance from the site location. The cost for roll-off box liners is $50.00 each. Box Liners are not mandatory, but if the Roll-Off Box requires cleaning at the end of the rental period, the customer will incur the cleaning charges.

Stand-By Rates

Stand-By Rates will be equal to the daily rates in this schedule unless otherwise agreed to in writing on a case-by-case basis. Full rates will apply for personnel and per diem.

All rates listed in this schedule are subject to change without notice.

Subcontract Services / Third-Party Services

When Garner Environmental Services, Inc.'s equipment is available, Garner Environmental Services, Inc. will use and bill Customer for said equipment at rates published in the rate schedule. For any item that is identified on Garner Environmental Services, Inc.'s rate sheet and which Garner acquires through or from a third party vendor or supplier, Customer will pay to Garner Environmental Services, Inc. the higher of Garner Environmental Services, Inc.'s rate or Garner Environmental Services, Inc.'s *cost plus a* 20% handling charge.

A 20% handling charge will apply and be invoiced for all shipping and transportation of equipment, materials and goods regardless of whether such equipment, materials and goods appear on Garner Environmental Services, Inc.'s rate schedule. In addition, for all items not listed on Garner Environmental Services, Inc.'s rate schedule, including but not limited to personnel, equipment, materials and goods, laboratory services, testing services, damage waivers and/or other services, said items will be billed at Garner Environmental Services, Inc.'s cost plus a 20% handling charge.

Cost, as used herein, is defined as the amount invoiced to Garner Environmental Services, Inc. by a third-party supplier of material and/or goods and/or material and/or labor and/or equipment and/or services.

Taxes

All domestic federal, state and municipal taxes, except income taxes and ad-valorem taxes, now and hereinafter imposed with respect to services rendered, to rental equipment, to the processing, manufacture, repair, and to the delivery and transportation of equipment and supplies will be added to and become part of the total price payable by the Customer. If a Customer claims an exemption from payment of Texas Sales and Use Tax, the Customer will be required to render an Exemption Certificate or a Resale Certificate to Garner Environmental Services, Inc. for said exemption to apply to the services rendered. If for any reason the services rendered result in the assessment of foreign income taxes, excise taxes, or other fees alleged as owing to a foreign state or government, the Customer will pay directly the amount of any assessment or fee. In the event Company pays any such foreign tax or fee directly, Customer will promptly reimburse Company for same.

Terms

The term of payment for all invoices is *Net Payment Due Immediately Upon Receipt of invoice in United States Dollars (US $).* The balance of any invoice not timely paid will accrue a finance charge computed at the periodic rate of one and one-half percent (1.5%) per month (18% per annum) beginning on the first day of the first month following any delinquency. Customer is obligated to make payment to Garner Environmental Services, Inc. at its principal office at 1717 West 13th Street, Deer Park, TX 77536 in Harris County, Texas.

Place of Performance

The procurement of Garner Environmental Services, Inc.'s services may not be in the same county as the work site area. Customer is obligated to make payment to Garner Environmental Services, Inc. in Harris County, Texas for services provided. Because this agreement has been procured in Harris County, Texas and is being managed and administered from Garner Environmental Services, Inc.'s central office in Harris County, Texas, this agreement is being performed in Harris County, Texas. The validity, interpretation and performance of the services and payment and the contents herein are to be interpreted and enforced pursuant to the laws of the State of Texas and any suit in connection herewith will be filed in Harris County, Texas.

Travel, Lodging and Per Diem

For all employees who do not reside in the local commuting area for the work site, Garner Environmental Services, Inc. will be reimbursed for costs incurred for employee travel to and from the work site on the basis of Garner Environmental Services, Inc.'s incurred costs plus 20% for all commercial transportation. A minimum Per Diem charge of **$150.00** per day for each employee who does not reside in the local commuting area of the work site will be due for each day that such employee is present in the locale of the work site.

Automotive Equipment Hourly Rates charges are portal to portal. A four (4) hour minimum time will be charged on all call-outs.

All rates listed in this schedule are subject to change without notice.

Equipment / auto / truck charges do not include fuel, which will be invoiced separately. A mileage charge of $0.50 per mile after the first 50 miles will be added for all Motorized Equipment, including automobiles and pick-up trucks, in addition to the applicable fuel surcharge(s). Fuel surcharges will be applied based on the Hourly/Daily Equipment/Vehicle rate on all Motorized Equipment pursuant to index on cost per gallon as reported by the Department of Energy EIA Retail On-Highway Gasoline and Diesel Prices. Fuel surcharge(s) will be invoiced as a separate line item. The fuel surcharge percentage is adjusted every Monday of each week based upon the weekly U.S. National Average. See below for example [shown up to $4.00] of how surcharges are calculated based on fuel price range, i.e., increase in fuel price range by .05% results in corresponding incremental increase in surcharge.

Fuel Surcharge Table

Fuel Price Range		Fuel Surcharge %
From	To	Amount
$1.65	$1.70	5.5
$1.70	$1.75	6.0
$1.75	$1.80	6.5
$1.80	$1.85	7.0
$1.85	$1.90	7.5
$1.90	$1.95	8.0
$1.95	$2.00	8.5
$2.00	$2.05	9.0
$2.05	$2.10	9.5
$2.10	$2.15	10.0
$2.15	$2.20	10.5
$2.20	$2.25	11.0
$2.25	$2.30	11.5
$2.30	$2.35	12.0
$2.35	$2.40	12.5
$2.40	$2.45	13.0
$2.45	$2.50	13.5
$2.50	$2.55	14.0
$2.55	$2.60	14.5
$2.60	$2.65	15.0
$2.65	$2.70	15.5
$2.70	$2.75	16.0
$2.75	$2.80	16.5
$2.80	$2.85	17.0
$2.85	$2.90	17.5
$2.90	$2.95	18.0
$2.95	$3.00	18.5
$3.00	$3.05	19.0
$3.05	$3.10	19.5
$3.10	$3.15	20.0
$3.15	$3.20	20.5
$3.20	$3.25	21.0
$3.25	$3.30	21.5
$3.30	$3.35	22.0
$3.35	$3.40	22.5
$3.40	$3.45	23.0
$3.45	$3.50	23.5
$3.50	$3.55	24.0
$3.55	$3.60	24.5
$3.60	$3.65	25.0
$3.65	$3.70	25.5
$3.70	$3.75	26.0
$3.75	$3.80	26.5
$3.80	$3.85	27.0
$3.85	$3.90	27.5
$3.90	$3.95	28.0
$3.95	$4.00	28.5

PERSONNEL

All rates listed in this schedule are subject to change without notice.

		Hourly Regular	Hourly Overtime
	Spill		
PERS-1001	Project/Operations Manager	136.00	204.00
PERS-1002	Health & Safety Manager	108.50	162.75
PERS-1003	Site Manager/Superintendent	76.00	114.00
PERS-1004	Site Safety Officer	60.00	90.00
PERS-1006	EMT / Paramedics	56.00	84.00
PERS-1020	Project Accountant	70.00	105.00
PERS-1019	Disposal Coordinator	40.00	60.00
PERS-1013	Resource Coordinator	46.00	69.00
PERS-1008	Industrial Hygiene Supervisor	100.00	135.00
PERS-1009	Industrial Hygiene Technician	49.00	73.50
PERS-1017	Field Clerk	33.00	49.50
PERS-1005	Supervisor	60.00	90.00
PERS-1007	Foreman	46.00	69.00
PERS-1016	Technician	36.00	54.00
PERS-1014	Operator, Heavy Equipment	44.00	66.00
PERS-1015	Operator, Response Equipment	38.00	57.00
PERS-1010	Mechanic	44.00	66.00
	Haz-Mat		
PERS-1004-HM	Site Safety Officer	81.00	121.50
PERS-1005-HM	Supervisor, Haz-Mat	81.00	121.50
PERS-1007-HM	Foreman, Haz-Mat	60.00	90.00
PERS-1016-HM	Technician, Haz-Mat	49.00	73.50
PERS-1014-HM	Operator, Heavy Equipment, Haz-Mat	60.00	90.00
PERS-1015-HM	Operator, Response Equipment, Haz-Mat	54.50	81.75
PERS-1016-TS	Technician, Sampling	48.00	72.00
	Rescue		
PERS-1011	Rescue Supervisor	65.00	97.50
PERS-1012	Rescue Technician	55.00	82.50

EQUIPMENT

Automotive Equipment

		Hourly Rate
AUTO-1001	Super Sucker, 80 bbl Capacity (See Note)	125.00
AUTO-1001-H	Super Sucker, 80 bbl Capacity (See Note)(Haz-Mat)	150.00
AUTO-1002	Cyclone Unit	50.00
AUTO-1003	Vacuum Truck, 70bbl Capacity, Stainless Steel Unit (GES owned)	85.00
AUTO-1003-H	Vacuum Truck, 70bbl Capacity, Stainless Steel Unit (GES owned)(Haz-Mat)	110.00
AUTO-1003-R	Vacuum Truck, 70 bbl Capacity, Stainless Steel Unit (See Note)(3rd party rental)	Cost Plus 20%
AUTO-1004	Vacuum Truck, 70 bbl Capacity (See Note) (GES Owned)	70.00
AUTO-1004-H	Vacuum Truck, 70 bbl Capacity, (See Note)(GES Owned)(Haz-Mat)	95.00
AUTO-1004-R	Vacuum Truck, 70 bbl Capacity (3rd Party Rental)	Cost Plus 20%
AUTO-1005	Vacuum Truck, 130 bbl Capacity (See Note)	Cost Plus 20%
AUTO-1006	Vacuum Truck, Liquid Ring (See Note)(GES Owned)	150.00
AUTO-1006-H	Vacuum Truck, Liquid Ring (See Note)(GES Owned)(Haz-Mat)	175.00
AUTO-1007	Roll-Off Truck (See Note)(GES owned)	70.00
AUTO-1007-R	Roll-Off Truck (See Note) (3rd Party Rental)	CostPlus 20%
AUTO-1008	Meyers Unit, Truck Mounted (See Note)	60.00/hr
AUTO-1008-H	Meyers Unit, Truck Mounted (See Note)(Haz-Mat)	85.00/hr

Automotive Equipment - Continued

All rates listed in this schedule are subject to change without notice.

		Hourly Rate
AUTO-1027	Safety-Vac	60.00/hr
AUTO-1010	ATV, 4-Wheel	350.00/day
AUTO-1011	ATV Utility Trailer	75.00/day
AUTO-1012	Automobile	75.00/day
AUTO-1013	Backhoe (plus mobilization & demobilization) (GES owned)	425.00/day
AUTO-1013-R	Backhoe (plus mobilization & demobilization) ((3rd Party Rental)	Cost Plus 20%
AUTO-1017	Meyers Unit, Trailer Mounted	350.00/day
AUTO-1018	Pick-Up Truck, 1 ton or smaller	125.00/day
AUTO-1020	Pick-Up Truck, 1 ton, w/liftgate	140.00/day
AUTO-1023	Pick-Up Truck, 1 ton, 4x4	220.00/day
AUTO-1024	Skid-Steer Loader (See Note)(GES Owned)	350.00/day
AUTO-1040	Trailer HazMat Response 36'	500.00/day
AUTO-1028	Tractor/Trailer, Haz-Mat Response Unit, 32'	750.00/day
AUTO-1025	Trailer, Boom, 20 foot	75.00/day
AUTO-1026	Trailer, Equipment Hauler, Gooseneck, 24 foot	75.00/day
AUTO-1029	Trailer, Haz-Mat Response, 24'	350.00/day
AUTO-1033	Trailer, Haz-Mat Transfer	500.00/day
AUTO-1035	Trailer, Rescue/Emergency Response	200.00/day
AUTO-1030	Trailer, Response, Gooseneck, 32' Oil Response	300.00/day
AUTO-1031	Trailer, Transfer, Ship to Shore	125.00/day
AUTO-1032	Trailer, Utility	75.00/day
AUTO-1036	Trailer, Box 48'	100.00/day
AUTO-1037	Trailer, Box 40'	100.00/day
COMM-1006	MCC #1 Mobile Command & Control Trailer + Fuel	1,700.00/day
COMM-1010	Command Trailer, 48'	1,800.00/day
AUTO-1024-R	Skid-Steer Loader, (3rd Party Rental, Mobilization & Demobilization)	Cost Plus 20%
AUTO-1042-R	Track Hoe (See Note) (3rd Party Rental Mobilization & Demobilization)	CostPlus 20%
AUTO-1038	Mileage after the first 50 miles	0.50 per mile
NOTE -	**(Operator Included Were Indicated Above)**	

Marine Equipment

		Daily Rate
MAR-1001	Airboat	Cost Plus 20%
MAR-1003	Fast Response Boat, 30', w/twin 200hp engines, radar, GPS, 20 bbl store cap..	800.00
MAR-1004	Flat Boat, w/o motor	115.00
MAR-1005	Flat Boat, 14' to 16' w/motor	225.00
MAR-1010	Flat Boat (Dock) 12'	75.00
MAR-1006	Piroque	30.00
MAR-1007	Fast Response Boat, 24'	450.00
MAR-1011	Fast Response Boat, 28'	500.00
MAR-1012	Barge Boat, 28', w/twin 115hp engines, radar, GPS	700.00

Containment Boom

		Daily Rate
CBM-1004	Containment Boom, 18"	1.40 ft.
CBM-1006	Containment Boom, 12"	1.00 ft.
CBM-1007	Containment Boom, 42"	2.50 ft
CBM-1005	Mini-Boom	.75 ft.
CBMA-18	Boom Anchor, 18 lb	41.00
CBMA-22	Boom Anchor, 22 lb	54.00
CBMA-40	Boom Anchor, 40 lb	135.00

Containment Boom - Continued

All rates listed in this schedule are subject to change without notice.

		Daily Rate
CBMA-75	Boom Anchor, 65 lb	252.00
CBMA-100	Boom Anchor, 85 lb	349.00
CBMA-1012	Boom Lights	20.00
CBMA-1013	Anchor buoys/markers	20.00
CBMA-1014	Large Boom Magnets	50.00
CBMA-1015	Small Boom Magnets	25.00

Skimmers

		Daily Rate
SKIM-1015	Drum Skimmer 140 gpm Double 36" Drum	800.00
SKIM-1002-70	Drum Skimmer, 70 gpm 36" Drum	600.00
SKIM-NO-1003-20	Drum Skimmer, 20 gpm 24" Drum	450.00
SKIM-1005	Skimmer, Acme Mdl 39-TG4, Gasoline Powered	200.00
SKIM-1006	Skimmer, Acme Mdl 39-T, Vacuum / or Douglas Engineering Skim Pak	150.00
SKIM-1008	Skimmer, Marco, "*Harbor 28*"	5,000.00
SKIM-1009	Skimmer, Marco, "*Sidewinder 14*"	4,200.00
SKIM-1010	Oleophilic Pad Replacement, *Marco Skimmer*	Cost Plus 20%
SKIM-1012	RF Weir Skimmer	225.00
SKIM-1013	VSP Screw Pump Skimmer	1,800.00
SKIM-1014	Desmi Mini Max	250.00

Sorbent Material

		Unit Rate
GES-BMC	BMC Absorb-N-Dry Absorbent	8.00
GES-B510	Boom, Sorbent, 5" x 10', 4 boom bale	102.05
GES-B510SN	Boom, Sorbent, Anti-Shed, Sock Net, 5"x 10'	100.00
GES-B810	Boom, Sorbent, 8" x 10', 4 boom bale	180.50
GES-B810SN	Boom, Sorbent, Anti-Shed, Sock Net, 8" x 10'	155.00
GES-UB510	Boom, Sorbent, Universal, 5" x 10', 4 boom bale	134.05
GES-UB810	Boom, Sorbent, Universal, 8" x 10', 4 boom bale	180.00
GES-GS-25	Cell-U-Sorb, 20 lb bag	31.00
GES-EX-SORB	Peat Moss Sorbent, 2 cf x 20 lb bag	39.25
GES-GS-22	Floor Gator, Granular, 50 lb bag	26.95
GES-IM0077	Imbiber Bead Packet, 36 per case	231.65
GES-IM1421	Imbiber Bead Pillow, 3 per case	217.20
GES-IM2142	Imbiber Bead Blanket, 2 per case	235.30
GES-IMBSW2142	Imbiber Bead Blanket/Sand Blend, 2 per case	235.30
GES-IR300	Industrial Rug, Sorbent, 36" x 300'	278.30
GES-GATOR030	Oil Gator, 30 lb bag	45.05
GES-OSGP30	Oil Sponge GP, General Purpose, 30 lb bag	32.00
GES-P100	Pad, Sorbent, 17" x 19" x 3/8", 100 pad bale	72.00
GES-P200	Pad, Sorbent, 17" x 19" x $^{3}/_{16}$", 200 pad bale	76.00
GES-Q100-P	Pad, Sorbent, Perforated, 17" x 19" x 3/8"	62.50
GES-Q70	Pad, Sorbent, Blue, 17" x 19" x 3/16"	79.50
GES-UQ100	Pad, Sorbent, Universal, Gray, 17" x 19" x 3/8", 100 pad bale	104.60
GES-HAZPIL10	Pillow, Haz-Mat, Universal, 3" x 18" x 24", 10 pillow bale	120.65
GES-HAZPIL17	Pillow, Haz-Mat, Universal, 3" x 11" x 17", 17 pillow bale	134.05
GES-PIL10	Pillow, Sorbent, 14" x 25", 10 pillow bale	101.90
GES-R144	Roll, Sorbent, 38" x 144' x 3/8", 1 roll bale	144.30
GES-OS15	Snare, Viscous Oil, 30 count	60.00
GES-OSB50	Snare Boom, Viscous Oil, 50'	73.75
GES-OSB100	Snare Boom, Viscous Oil, 100'	186.50
GES-OD40	Sorbent, All-Purpose, Oil-Dry	12.90
GES-SPHAGSORB2	Sphag Sorb, 2 cf x 24 lb bag	42.25

All rates listed in this schedule are subject to change without notice.

GES-SW100	Sweep, Sorbent, 17" x 100', 1 sweep bale	110.60
GES-2950	Zorbent, Absorbent Material	62.50

Pumps and Hoses

		Daily Rate
PUMP-1000	DC Pump, on Dolly	100.00
PUMP-1001	Pump, 1" Poly Diaphragm/Stainless	100.00
PUMP-1004	Pump, 2"	90.00
PUMP-1007	Pump, 2" Acme Mdl 39-G4 Floating Wash Pump	150.00
PUMP-1002	Pump, 2" Blackmere Vane, (Hydraulic)	200.00
PUMP-1003	Pump, 2" Diaphragm	90.00
PUMP-1006	Pump, 2" Stainless Steel Diaphragm	250.00
PUMP-1010	Pump, 3" Diaphragm	100.00
PUMP-1009	Pump, 3" Diaphragm, Diesel	100.00
PUMP-1012	Vacuum Unit, Dual Venturi head	75.00
PUMP-1011	Rebuild Kit, Diaphragm Pump	500.00 Each
PUMP-1013	Pump, 3" Diaphragm, Stainless	150.00
PUMP-1014	Pump, Hand Plastic	25.00 Each
PUMP-1008	Pump, Wash (with suction & discharge hose & nozzle)	90.00
MSE-1038	Hose, Chemical Resistant, 3" x 20'	20.00
MSE-1037	Hose, Chemical Resistant, 2" x 20'	20.00
MSE-1051	Hose, Chemical Resistant, 1" x 10'	20.00
MSE-1039	Hose, Chemical Resistant, Hard Gum Rubber, 6" x 25'	28.00
MSE-1040	Hose, Fire, 50' section	50.00
MSE-1041	Hose, Metal, Flex, 6" x 25'	25.00
MSE-1042	Hose, Solid Metal, Joint Pipe, 6" x 12'	22.00
MSE-1043	Hose, Suction/Discharge, 2" x 25'	8.00
MSE-1044	Hose, Suction/Discharge, 3" x 20'	8.00
MSE-1047	Hose, ADS 6"	1.75 Foot
MSE-1052	Hose, Air 1" x 50'	40.00
MSE-1053	Hose, Air ¾ x 50'	40.00
MSE-1054	Hose, Industrial/water	40.00

Specialty Equipment

		Daily Rate
MSE-1062	SP-30, 3"/6" Submersible Pump with Crane and Jetter Head	120.00/hr.
MSE-1063	Hose, 6" x 50'	24.00/day
MSE-1064	Hose, 6" x 20'	12.00/day
MSE-1065	Hose, 3" x 50'	24.00/day
MSE-1066	Hose, 3" x 20'	12.00/day
MSE-1067	Rotomite 180P Dredge	1,800.00/day

Communications Equipment

		Daily Rate
COMM-1001	Cellular Telephone (Each)	25.00
COMM-1002	Computer, Laptop/Desktop w/Printer	125.00
COMM-1003	Fax Machine	25.00
COMM-1004	GPS, Hand Held	50.00
COMM-1005	ICOM Aircraft Radio, Hand Held	Cost Plus 20%

(NOTE: Any items not returned to the Command Unit upon completion of work will be charged back to the customer at cost plus 20%.)

COMM-1007	Radio Portable	Cost Plus 20%
COMM-1008	VHF Marine Radio, Hand Held	Cost Plus 20%
COMM-1009	VHF Mobile Radio Marine Radio w/8' Antenna	Cost Plus 20%

All rates listed in this schedule are subject to change without notice.

Haz-Mat Equipment

		Daily Rate
MSE-1005	Betz Emergency Off-Loading Valve	500.00
HMS-1003	Chlorine Emergency Kit "A"	500.00
HMS-1004	Chlorine Emergency Kit "B"	750.00
HMS-1005	Chlorine Emergency Kit "C"	1,000.00
MSE-1010	Compressor, Corken, 2"	1,500.00
HME-1005	Vacuum Cleaner, Stainless Steel, Mercury, HEPA	250.00
HMS-1001	Cylinder Refill, Nitrogen, Each	50.00
MSE-1018	Decontamination Kit (Pool, Brush, Bucket, Soap), Each	50.00
MSE-1060	Dome Lid Clamps	100.00

Miscellaneous Equipment

		Daily Rate
MSE-1004	Back-Pack Blower	30.00
MSE-1006	Camera, Digital	50.00
MSE-1068	Formal Job Report with photos (max. 27 exposures)	150.00
MSE-1006-1	Photo-Processing, Each Frame	2.50
MSE-1007	Camera, Video, Event Recording	250.00
MSE-1009	Chain Saw	75.00
MSE-1049	Compressor, Air, 11.8 cfm, 90 psi output + fuel (GES Owned)	185.00
MSE-1002	Air Compressor, 375 cfm, + fuel	Cost Plus 20%
MSE-1003	Air Compressor, 185 cfm, + fuel	Cost Plus 20%
MSE-1011	Compressor, Hydraulic, 2"	200.00
MSE-1048	Drum Crusher	250.00
MSE-1013	Drum Dolly	25.00
MSE-1015	Drum, Grabber Forklift	100.00
MSE-1016	Drum Pump, Poly	25.00
MSE-1017	Drum Sling	25.00
MSE-1050	Eye Wash Station	25.00
MSE-1055	Lights, Explosion Proof	Cost Plus 20%
MSE-1020	Generator, 4 kw	100.00
MSE-1046	Hand Tool (Pitch Fork, Rake, Shovel, Squeegee, etc)	17.00
MSE-1023	Power Pack, Hydraulic, 50 hp or less	500.00
MSE-1026	Saw, Air Powered	75.00
MSE-1027	Saw, Portable	75.00
MSE-1028	Scare Cannon plus Fuel	60.00
MSE-1029	Sewer Plug	100.00
MSE-1030	Sprayer, Pump, Hand-Held	30.00
MSE-1001	Stainless Steel Stinger, 2"	50.00
MSE-1031	Steam Cleaner (3,000 psi or less)	Cost Plus 20%
MSE-1032	Vacuum Cleaner, Wet/Dry	50.00
MSE-1033	Vapor Lights, High Intensity	65.00
MSE-1034	Weed Eater, Commercial	120.00
MSE-1035	Wheelbarrow	25.00
MSE-1056	Ladder (straight, Rope, Folding)	25.00
MSE-1057	Ladder (Extension)	35.00
MSE-1058	Chemical, Tape Roll	35.00
MSE-1061	Pallet Jack	50.00
MSE-1024	Pressure Washer (See Note) (GES owned)	250.00/day
MSE-1024-R	Pressure Washer (See Note) (3rd Party Rental)	Cost Plus 20%

Monitoring Equipment

All rates listed in this schedule are subject to change without notice.

		Daily Rate
MTE-1014	3M 3500 Passive VOC Monitoring Badges	Cost Plus 20%
MTE-1017	Passive Badges, Other	Cost Plus 20%
MTE-1021	25mm Particulate Sampling Cassette	Cost Plus 20%
MTE-1022	37mm Three Piece HEPA Particulate Sampling Cassette	Cost Plus 20%
MTE-1001	4-Gas Meters	95.00
MTE-1002	5-Gas Meters	125.00
MTE-1004	Anemometer / Mass Air Sensor	Cost Plus 20%
MTE-1005	Audio Dosimeter	Cost Plus 20%
MTE-1006	Black Light, Mercury Detection	40.00
MTE-1007	Crowcon Monitor, 5 gas	150.00
MTE-1008	Drager CMS Unit	300.00
MTE-1038	Drager CMS Chips	Cost Plus 20%
MTE-1015	Colorimetric Tube Hand Pump	30.00
MTE-1025	Drager PID Chips, Test Specific	Cost Plus 20%
MTE-1016	Colorimetric Tubes	Cost Plus 20%
MTE-1041	Benzene Tubes	6.00 Each
MTE-1034	FID Detector, Handheld	200.00
MTE-1037	FID Detector Hydrogen Refill	100.00
MTE-1009	Infrared Thermometer	50.00
MTE-1020	Intrinsically Safe Thermometer (laser)	15.00
MTE-1003	Jerome Mercury Vapor Analyzer	175.00
MTE-1011	ph Meter	30.00
MTE-1039	Ph Strips Box	25.00
MTE-1012	Photoionization Detector (PID), MiniRae	75.00
MTE-1036	Photoionization Detector, Ultra (PID), Ultra MiniRae	100.00
MTE-1010	Radiation Monitor	75.00
MTE-1013	Wibget – Portable Heat Stress Monitor	Cost Plus 20%
MTE-1023	Chemsticks	15.00
PPE-1035	Smart Strips	35.00
MTE-1024	Coconut Charcoal VOC Sampling Tubes	5.00
MTE-1030	Single Calibration Gas – One (1) Calibration	20.00
MTE-1031	Quad Gas Calibration Gas – One (1) Calibration	25.00
MTE-1032	Tedlar Bag w/Stainless Fittings – 1 Liter	26.00
MTE-1033	Tedlar Bag w/Stainless Fittings – 5 Liter	40.00
MTE-1028	Glassware, Additional	Cost Plus 20%
MTE-1040	Hamby Soil Sampling Test	35.00/ea.
MTE-1042	HCL Monitor	150.00

Rescue Equipment

		Daily Rate
MSE-1012	Confined Space Rescue Kit	125.00
MSE-1045	Coppus Blower	50.00
MSE-1059	Air Horn 6"	25.00
PPE-1020	Harness, Safety, w/lanyard	35.00
PPE-1030	Safety Lifeline	25.00
PPE-1036	Retrieval, System Tripod	95.00
PPE-1037	Replacement of Equipment	Cost Plus 20%

All rates listed in this schedule are subject to change without notice.

	Personal Protective Equipment	Daily Rate
PPE-1005	Bunker Gear (Pants, Coat, Gloves, Helmet, Boots)	250.00
PPE-1006	Chest Waders	50.00
PPE-1007	Cool Vest	50.00
PPE-1008	Coveralls, Poly-Coated Tyvek Hood and Boots, Each	16.00
PPE-1009	Coveralls, Saranex, Each	18.00
PPE-1010	Coveralls, Tyvek, Each	10.00
PPE-1021	Level A, Responder, Each	1150.00
PPE-1022	Level B, Fully-Encapsulated (CPF 4) Each	225.00
PPE-1024	(CPF 3), Each	105.00
PPE-1026	(CPF 2), Each	65.00
PPE-1027	(CPF 1), Each	50.00
PPE-1034	Level D, PPE, Each	45.00
PPE-1033	Slicker Suit, Rain, Each	25.00
PPE-1038	Suit, Acid Each	47.50

Boots

		Unit Rate
PPE-1001	Boot, Tingley, Pair	130.00
PPE-1002	Boot, Chemical, NFPA Approved, Pair	90.00
PPE-1003	Boot, Rubber, Steel-toe, Pair	45.00
PPE-1004	Booties, Latex, Pair	7.00

Gloves

		Unit Rate
PPE-1011	Glove, Latex, Sample, Pair	1.00
PPE-1012	Glove, Leather, Pair	5.95
PPE-1013	Glove, Neoprene, Pair	5.95
PPE-1029	Glove, Nitrile, Inner, Pair	1.00
PPE-1015	Glove, Nitrile, Outer, Pair	3.75
PPE-1017	Glove, *"Black Knight"*,(PVC) Pair	3.25
PPE-1018	Glove, *"Silver Shield"*, Pair	8.00
PPE-1019	Glove, Liner, Cotton, Pair	1.00
PPE-1039	Glove, Butyl	25.00
PPE-1040	Glove, Viton	75.00
PPE-1041	Glove, Natural Rubber	3.00

Respiratory Protection

		Unit Rate
HME-1001	Air Regulator	50.00/day
HME-1002	Breathing Air Cylinder	10.00/day
HME-1011	Breathing Air Hose, 50' Section	12.00/day
HME-1003	Escape Mask	50.00/day
HME-1004	Escape Pack	125.00/day
HME-1007	Full-Face Respirator (includes first Cartridge set)	50.00/day
HME-1008	Half-Face Respirator (Organic Mask, Disposable), Each	25.00
HME-1009	Self-Contained Breathing Apparatus (SCBA)	125.00/day
HME-1010	Half-Face Respirator w/o cartridges, Each	12.50
HME-1009-RF	Self-Contained Breathing Apparatus (SCBA) Refill	25.00
PPE-1028	Respirator Cartridge, HEPA, Each	7.50
PPE-1031	Respirator Cartridge, HEPA/OV/AG, Pair	24.00
PPE-1032	Respirator Cartridge, Mercury Vapor, Pair	30.00
PPE-1042	Cart, Air w/two Air Cylinder	75.00/day
PPE-1043	Breathing Air Cylinder Refill	Cost Plus 20%
AUTO-1015	Breathing Air Trailer	Cost Plus 20%

All rates listed in this schedule are subject to change without notice.

Sampling and Testing Equipment and Supplies

		Unit Rate
ST-1003	Drum Thief Sampling Tubes	16.00
ST-1004	Haz-Cat Sampling Kit, per test	35.00
ST-1017	Hydrocarbon Test Kit	47.65
ST-1007	Mercury Test Kit	225.00
ST-1008	PCB Wipe Test Kit	30.00
ST-1009	Personnel Sampling Pump	50.00
ST-1010	Pipettes, Glass	2.00
ST-1011	pH Paper (Roll or Box)	20.00
ST-1013	Sample Bomb	120.00
ST-1014	Sample Jars	5.00
ST-1015	Sample Storage	15.00
ST-1016	Soil Sampling Kit	35.00
ST-1018	Shippers, Sample Jar (plus postage)	50.00
ST-1006	Lab Analysis, Accredited Third Party	Cost Plus 20%

Storage

		Daily Rate
STR-1003	Roll-Off Box, Open Top	15.00
STR-1004	Roll-Off Box, Roll Top	30.00
STR-1005	Roll-Off Box, Vacuum Box	50.00
STR-1006	Storage Tank, Poly, 500 gl capacity	30.00
STR-1007	Tarp, Roll-Off Box	8.00
STR-1009	Tote, Poly, 300 gl	25.00
STR-1010	Tote, Poly, 300 gl Replacement Each	350.00
STR-1002	Frac Tank Mobilization, Decontamination and Demobilization	Cost Plus 20%
STR-1001	Frac Tank	Cost Plus 20%
MSS-1008	Box Liner, Roll-Off Box	50.00
MSS-1012	Drum Liner, Plastic Bag, 55 gl x 6 ml, Each	2.00
MSS-1011	Drum Liner, Plastic Bag, 55 gl x 6 ml, 50 per roll	90.00
GES-LP5	Drum, Poly, 5 gl, w/lid	16.10
GES-LP20SL	Drum, Poly, O/H 20 gl w/screw-on lid	62.50
GES-PDOH30	Drum, Poly, 30 gl, w/lid	45.00
GES-PDOH25	Drum, Poly, O/H, Nestable, 25 gl	58.30
GES-PDOH55	Drum, Poly, O/H, w/fittings, 55 gl	55.00
GES-PDOHN30	Drum, Poly, O/H, Nestable, w/fittings, 30 gl	65.00
GES-PDOHN55	Drum, Poly, O/H, Nestable, w/fittings, 55 gl	55.00
GES-PDTH55	Drum, Poly, T/H, w/bungs, 55 gl	55.00
GES-OP95	Drum, Poly, Overpack, 95 gl	200.00
GES-OP95M	Drum, Poly, Overpack, 95 gl, Metric	327.50
GES-OP110	Drum, Poly, Overpack, 110 gl	350.00
GES-CTSD55	Drum, Steel, T/H, 55 gl	59.00
GES-OTSD55	Drum, Steel, O/H, 55 gl	55.00
GES-SOP85	Drum, Steel, Overpack, 85 gl	175.00
GES-SOP110	Drum, Steel, Overpack, 110 gl	670.30

All rates listed in this schedule are subject to change without notice.

Chemicals

		Unit Rate
GES-ACETIC-5	Acetic Acid, Glacial, 5 gl pail	87.35
GES-ACETIC-GL-55	Acetic Acid, Glacial, 55 gl. Drum	528.75
GES-ACETIC-56PCT-55	Acetic Acid, Industrial Grade, 56% pure, 55 gl drum	450.00
GES-ACIDIC-5	Acidic Acid, 5 gl	82.50
GES-BA50	Boric Acid, 5%, 50 lb bag	96.55
GES-BCC#1-250	Petro-Clean, Spill Control Liquid, 250 gl tote	9,375.00
GES-BCC#1-300	Petro-Clean, Spill Control Liquid, 300 gl tote	11,250.00
GES-BCC#1-5	Petro-Clean, Spill Control Liquid, 5 gl pail	200.65
GES-BCC1-55	Petro-Clean, Spill Control Liquid, 55 gl drum	2,062.50
GES-BRAT-A+	A+ Microbes, 1 lb	57.50
GES-BRAT-B	B Microbes, 1 lb	57.50
GES-BRAT-Z	Z Microbes, 1 lb	57.50
GES-CAUSOD55DRY	Caustic Soda, Pearls, 50 lb bag	50.15
GES-COREXIT-9500-55	Corexit EC9500A Oil Spill Dispersant, 55 gl drum	1,192.95
GES-COREXIT-9527-55	Corexit EC9527A Oil Spill Dispersant, 55 gl drum	1,127.50
GES-COREXIT-9580-55	Corexit EC9580A Oil Spill Beach Cleaner, 55 gl drum	727.65
GES-CITRIC50B	Citric Acid, 50%, Grade B, 575 lb drum	1,048.40
GES-DGR1	Degreaser/Solvent, 1 gl container	46.35
GES-DRYBSTR	Dry Booster, 1 lb	57.50
GES-Pes51-55	D-Limonene (Orange Terpenes) 55 gal drum	2,062.50
GES-MAGOXI-50	Magnesium Oxide (50 lb bag)	45.00
GES-MBELSC250	Micro-Blaze, Emergency Liquid Spill Control, 250 gl tote	10,758.50
GES-MBELSC5	Micro-Blaze, Emergency Liquid Spill Control, 5 gl bucket	132.50
GES-MBOL5	Micro-Blaze Out, Firefighting Agent, 5 gl pail	215.15
GES-PES-51-5	Organic Bio-Cleanser, Oil Release Agent, 5 gal bucket	325.00
GES-PES-51	Organic Bio-Cleanser, Oil Release Agent, 55 gal drum	3,372.50
GES-TEGRASOLVEH-55	Tegra, Solve H, 55 gl drum	1760.00
GES-SA50D	Soda Ash, Dense, 50 lb bag	22.80
GES-SB50	Sodium Bicarbonate, 50 lb bag	36.20
GES-SODHCH	Sodium Hypochlorite, Liquid, 1 gl	2.10
GES-AMM	Ammonia	2.50 gal
GES-BLEACH	Bleach	2.50 gal
GES-ECOSORB	Ecosorb (Mercapthan Neutralization)	80.00 gal
GES-SODCARB	Sodium Carbonate (Fly Ash)	Cost Plus 20%
GES-CALCARB	Calcium Carbonate	Cost Plus 20%
GES-QUAT128	Quat 128	15.00 gal
GES-REAGENT	Reagent, Miscellaneous	Cost Plus 20%

All rates listed in this schedule are subject to change without notice.

Miscellaneous Material

		Unit Rate
MSM-1001	Diesel Fuel	Current Price
MSM-1002	Gasoline	Current Price
MSM-1003	A Fuel Surcharge of the Hourly/ Daily Equipment /Vehicle rate will be charged on all Motorized Equipment	
MSS-1002	Barricade Tape, Roll each	23.10
MSS-1001	Duct Tape, 2" x 60 yd each	9.10
MSS-1009	Epoxy Stick, Sealant each	12.00
GES-010.1732	Excelsior, Baled, #732 Spur Cut, 75# Avg. each	26.20
GES-010.2732.23	Excelsior, Pony Bale, #732 23 LG 55# Avg. each	21.00
MSS-1010	Stress Relief Supplies	10.00
MSS-1003	Rags/Wipes, Colored, 50 lb box each	52.50
GES-CR25	Rope, Cotton, 1/4" x 100' each	25.00
MSS-1006	Rope, Polypro, 1/2" x 600' each	75.00
MSS-1007	Rope, Polypro, 1/4" x 600' each	40.00
GES-PC1	Pollution Can, 20 gl, each	20.10
MSS-1005	Visquine Sheeting, 20' x 100' x 6 ml each	110.00
MSS-1014	Fence Post	Cost Plus 20%
MSS-1015	Air Tools	50.00 Day
MSS-1016	Carbon Filters plus Carbon	Cost Plus 20%
MSS-1017	Sand Filters plus Sand	Cost Plus 20%
MSS-1018	Tofteegorg Spray Head	250.00
MSS-1019	Portable Heaters, Each	15.00
MSS-1020	Port a Cool Fan, Each	35.00
MSS-1021	Tank Inhibitor Injector	250.00
MSS-1022	Break Area (tent, bench, chairs, ice chest) Day	125.00
MSS-1023	Face Shield with Bracket	35.00
MSS-1024	Barricade Fence.	Cost Plus 20%
MSS-1025	Grounding Kit	50.00

All rates listed in this schedule are subject to change without notice.

CONTRACTOR'S PRE-SELECTION QUESTIONNAIRE

TARGA CONTRACTOR OSHA STATISTICS – PART I

Company Garner Environmental Services **Date** 8/13/2008
SIC Code 4959 (NAISC 56291)

Experience Modification Rate (EMR) for the most recent three (3) years
__ Local company X Company wide

Report Year	2008/09	2007/08	2006/07
EMR (on Insurer's letterhead)	0.66	0.60	0.49

OSHA Log for most recent three (3) years:
__ Local company X Company wide

OSHA Statistics	OSHA Log	2007	2006	2005
Number of fatalities	G	0	0	0
Cases involving lost workdays	H	0	0	0
Cases with Job Transfer or Restriction	I	3	1	3
Cases of recordable injuries without lost workdays or restricted work activity	J	0	0	0
Number of restricted workdays	K	143	14	126
Number of lost workdays	L	0	0	0
Number of hours worked		353499	342570	353499
OSHA Lost Time Incident Rate (Column H/hours worked) x 200,000		0.00	0.00	0.00
OSHA Recordable Incident Rate (Column J/hours worked) x 200,000		1.70	0.58	1.89
Number of OSHA Citations		0	0	0

I certify that the data provided above is true to the best of my knowledge.

By W.S. (Scotty) Bourgeois
Name (print)
Title Vice President – HR, HSE & Training

Safety Representative's Name (if other than above):

Safety Representative's Telephone Number: 281-930-4418

JOHN L. WORTHAM & SON, L.P.

Karen Cicero

Insurance

Direct Dial: 713-346-1395
Facsimile: 713-346-1001
Karen.Cicero@worthaminsurance.com

April 24, 2007

Garner Environmental Services, Inc.
Attn: W.S. (Scotty) Bourgeois
1717 W. 13th Street
Deer Park, Texas 77536

RE: Experience Rating Modifier

Dear Mr. Bourgeois,

Listed below are the experience modifiers applicable to your Workers' Compensation Policy for the current period and the last five years.

Policy Term	Experience Modifier
04-21-07/04-21-08	.60
04-21-06/04-21-07	.49
04-21-05/04-21-06	.35
04-21-04/04-21-05	.34
04-21-03/04-21-04	.42
04-21-02/04-21-03	.42

If you need anything further please let me know.

Sincerely,

Karen Cicero

Karen Cicero

/ktc

OSHA Form 300A | SUMMARY of WORK-RELATED INJURIES ILLNESSES | YEAR 2007

All establishments covered by Part 1904 must complete this Summary page, even if "no work-related injuries or illness" occurred during the year. Using the Injury Log, transfer totals from each category. If no cases, enter "0". Employees, former employees and their representatives have the right ot review the OSHA Form 300 in it's entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, for further details on access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restrictions	Total number of other recordable cases
0	0	3	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days of job transfer or restriction	Total number of days away from work.
143	0
(K)	(L)

Injury and Illness Types

Total number of each from [M].....

(1) Injuries	3	(3) Respiratory	0
		(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing loss cases	0
		(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Establishment Infromation

Name: Garner Environmental Services (Corporate)
Address: 1717 W. 13th Street
City: Deer Park State: TX Zip: 77536

Industry description (eg. emergency response)
Emergency Spill Response

Standard Industrial Classification (SIC), if known (eg. SIC 4959)
4959

Employment Information (Use worksheet)

Annual average number of employees: 178

Total hours worked by all employees last year: 353,499.44

Signature

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete

W.S. (Scotty) Bourgeois
Ranking Company Executive

VP - HR, HSE, Trng &Security
Title

281-930-4418
phone

Date 1/9/2008

OSHA 300 Form
Log of Work-Related Injuries Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of the employee

Year : 2006

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. You may use two lines for a single case if needed. You must also complete the OSHA 301 form(or equivalent) for each injury or illness recorded on this 300 Form.

Establishment Name: **Garner Environmental Services**
Office *Corporate*
City : Deer Park State : TX 77536

dentify the Perso		Describe the Case			Classify the Case											
[A]	[C]	[D]	[E]	[F]	Using these four catagories, enter "x" ONLY the most serious result fro each case.				Enter No. of days the injured or ill worker was:		Check the "injury" column or choose one type of [M]					
Case No.	Job Title	Date of Injury or onset of illness	Location where event occurred	Describe injury type, body part affected, object/substance that directly injured or made person ill	Death [G]	Daya away from Work [H]	Job Transfer or Restriction [I]	Other recordable cases [J]	On job transfer or restriction [K]	Away from Work [L]	(1) Injury	(2) Skin Disorder	(3) Respiratory	(4) Poisoning	(5) Hearing Loss	(6) All other Illnesses
06-001	Mechanic	3/3	Dewatering Shop	sprain to left thumb	0	0	1	0	14	0	x	0	0	0	0	0
					0	0	0	0	0	0	0	0	0	0	0	0
					0	0	0	0	0	0	0	0	0	0	0	0
					0	0	0	0	0	0	0	0	0	0	0	0
					0	0	0	0	0	0	0	0	0	0	0	0
					0	0	0	0	0	0	0	0	0	0	0	0
					0	0	0	0	0	0	0	0	0	0	0	0
					0	0	0	0	0	0	0	0	0	0	0	0
					0	0	0	0	0	0	0	0	0	0	0	0
				Page Totals	0	0	1	0	14	0	1	0	0	0	0	0

Be sure to transfer these totals to the Summary Sheet (300A form), before posting

Page 1 of 1

OSHA Form 300A | SUMMARY of WORK-RELATED INJURIES ILLNESSES | YEAR 2005

All establishments covered by Part 1904 must complete this Summary page, even if "no work-related injuries or illness" occurred during the year. Using the Injury Log, transfer totals from each category. If no cases, ente "0".

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restrictions	Total number of other recordable cases
0	0	3	3
(G)	(H)	(I)	(J)

Number of Days

Total number of days of job transfer or restriction	Total number of days away from work.
12	0
(K)	(L)

Injury and Illness Types

Total number of each from [M].....

(1) Injuries	3	(3) Respiratory	0
		(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing loss cases	0
		(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Establishment Infromation

Name Garner Environmental Services (Corporate)
Address 1717 W. 13th Street
City Deer Park State TX Zip 77536

Industry description (eg. emergency response)
Emergency Spill Response & Dismantling

Standard Industrial Classification (SIC), if known (eg. SIC 4959)
4959 & 1795

Employment Information (Use worksheet)

Annual average number of employees 159

Total hours worked by all employees last year 318,241.50

Signature

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete

W.S. (Scotty) Bourgeois
Ranking Company Executive

VP - HR, HSE, Trng &Security
Title

281-930-4418
phone

Date 1/9/2006

TARGA CONTRACTOR PRE-SELECTION QUESTIONNAIRE – PART II

Please complete each section below and return promptly. (This form also serves as compliance documentation for 29 CFR Part 1910.119, Process Safety Management of Highly Hazardous Chemicals.)

1. **OSHA Inspection**
   Have you received an OSHA or State OSHA inspection during the last three (3) years? (If yes, please attach details including inspection type and if any citations were issued)
   __ Yes X No

2. **Meetings**
   How often do you hold tailgate safety meetings for field employees? Daily/Shift

   How are your employees trained to know potential fire, explosion, or toxic release hazards related to their jobs and the applicable provisions of site emergency plans? In-house OSHA training, supplemented with Web-based training modules required for all employees

   Describe your company's safety meeting process. How do you document them? How do you communicate any site specific safety rules to your workers? Daily "Awareness" meetings are held by supervisors. **Weekly safety meeting are conducted by Ops Manager to provide job-specific training**

3. **Project Inspections**
   How often do you conduct project safety inspections? Safety Observations are conducted randomly & periodic
   How do you document them? "Safety Observation" form

   How do you ensure the findings are closed? Each supervisor is required to correct any deficiencies immediately & sign-off

4. **Training**
   What type of training programs do you have? As a "spill response" company, we conduct training in accordance with **29 CFR 1910.120 (Hazwoper standard), in addition we incorporate related OSHA topics for 1910 & 1926, as well as DOT**

   At what frequency is training provided? Annually and as needed to ensure proficiency
   Who provides the training? Our Training Dept and supervisors
   How is training documented? Lesson plans, exams
   Are supervisors knowledgeable of the safety and health hazards to which employees under their immediate direction and control may be exposed? X Yes __ No
   Describe method The supervisors are responsible for conducting our Tailgate Safety Plan which is our Hazard Analysis. By definition, they (supervisors) are responsible and accountable for their crews.

   What are the procedures used to inform Targa of any unique hazards presented by the Contractor employees' work? Supervision will communicate as required

5. **Subcontractors**
   Describe your selection and evaluation process for sub-contractors Same criteria as Garner is evaluated

   How do you verify your sub-contractors meet all required Targa, OSHA and other regulatory standards? Review of their PQF, safety programs & training

6. **Certification**
   I CERTIFY that the information submitted herein is true and correct to the best of my knowledge.
   *** Attach a copy of your Safety and Health Program**

W.S. Bourgeois	GARNER ENVIRONMENTAL SERVICES, INC.
SIGNATURE OF OFFICER, PRINCIPAL OR OWNER	Company
W.S. (Scotty) Bourgeois	Vice President – HR, HSE & Training
PRINT NAME	TITLE
1717 W. 13TH ST DEER PARK TX 77536	281-930 1200 8-13-08
ADDRESS	TELEPHONE NO Date

GARNER
ENVIRONMENTAL SERVICES

The Emergency Response Company

STANDARD PRE-QUALIFICATION FORM

Year 2007

ISO 9001-2000 Certified

Standard Pre-Qualification Form (PQF)

1. Company Name: ***Garner Environmental Services, Inc.***	Telephone: ***281-930-1200***	Fax: ***281-478-0296***
Street Address: ***1717 W. 13th ST.***	Mailing Address: ***1717 W. 13th ST.***	
Deer Park, TX 77536	***Deer Park, TX 77536***	

2. Officers	Years With Company
President: ***L.D. Garner***	***27***
Vice President: ***Otis Chambers***	***18***
Treasurer: ***Sharon Garner***	***27***

3. How many years has your organization been in business under your present firm name?

27

4. Parent Company Name: ***N/A***

City:	State:	Zip:

Subsidiaries:

5. Under Current Management Since (Date): ***N/A***

6. Contact for Insurance Information: ***Faith Loughner***

Title:	Telephone:	Fax:
Legal Assistant	***281-930-4441 (DiD)***	***281-479-0283***

7. Insurance Carrier(s):

Name	Type of Coverage	Telephone
Zurich American	***Commercial General Liability***	***713-787-7800***
Zurich American	***Auto Insurance & Workers Comp***	***713-787-7800***
Steadfast Insurance Co (part of Zurich)	***Excess Liability & Contractor's Pollution***	***713-787-7800***

8. Are you self insured for Worker's Compensation Insurance? Yes O No X

9. Contact for Requesting Bids: ***Reese Majoue***

Title:	Telephone:	Fax:
VP of Business Development	***281-930-4403***	***281-478-0296***

10. PQF Completed By: ***W.S. (Scotty) Bourgeois***

Title:	Telephone:	Fax:
VP of HR, HSE & Training	***281-930-4418***	***281-478-0814***

11. Form of Business: Sole Owner O Partnership O Corporation X

12. Percent Minority/Female Owned: 0 %	EEO Category:

13. Describe Services Performed: ***Emergency Spill Response, Disaster Response & Recovery Operations, Industrial Cleaning, Bio Remediation, On-site Training, Standby Rescue, Perimeter Air Monitoring, and Vac, trucks/roll-off boxes & operators*** SIC Code: ***4959 (562910 & 562998)***

O	Construction	O	Original Equipment Manufacturer and Maintenance
O	Construction Design	O	Service work (e.g., janitorial, clerical, etc.)
O	Original Equipment Manufacturer and Installer	O	Manpower and Resource
O	Project Maintenance	O	Other
O	Maintenance		

14. Describe Additional Services Performed:

See box 13

15. List other types of work within the services you normally perform that you subcontract to others:

16. Attach a list of major equipment (e.g., cranes, JLGs, forklifts) your company has available for work at this facility and the method of establishing competency to operate. ***N/A***

17. Do you normally employ? O Union Personnel X Non-Union Personnel

If union, list trades/locals:

18. Company Paid Benefits - Do you have or provide:

a.	Health insurance	Yes	X	No	O
b.	Dental insurance	Yes	X	No	O
c.	Paid vacation	Yes	X	No	O
d.	Paid holidays	Yes	X	No	O
e.	Paid sick leave	Yes	X	No	O
f.	Educational re-imbursement program	Yes	X	No	O
g.	Employee profit sharing	Yes	O	No	X

19. Annual Dollar Volume for the Past Three Years:	**2007** $ **31.7**	**2006** $ **66.9**	**2005** $**37.5**

20. Largest Job During the Last 3 Years: ***$ 16M***

21. Your Firm's Desired Project Size:	Maximum: ***30.5M***	Minimum: ***None***

22. D&B Financial Rating: ***3A3***	Annual Sales $ ***31.7M***	Net Worth: $ ***8.7M***

23. Major jobs in progress:

Customer/Location	Type of Work	Size $M	Customer Contact	Telephone
BP Amoco, Texas City, TX	***Ind. Services***	***$.5MM***	***Artie Myers***	***409.771.1070***
State of So. Carolina	***Pumping***	***$3MM***	***M. Elief***	***803.737.8717***

24. Major jobs completed in the past three years:

Customer/Location	Type of Work	Size $M	Customer Contact	Telephone
Shell Contract		***$5M***		
MSRC/Citgo	***Spill Clean-up***	***$2***	***Bob Lee***	
Murphy Oil, Louisiana	***Spill Clean-up***	***$6MM***	***Kieth Towler***	***985.726.9599***
Florida, Louisiana, Mississippi Hurricanes (2005)	***Logistic & planning support***	***$7.1***	***Chuck Hagan***	***850.410.1263***

25. Are there any judgments, claims or suits pending or outstanding against your company?

If yes, please attach details. ***Contact legal (Bobbie Wood)*** Yes O No O

26. Are you now or have you ever been involved in any bankruptcy or reorganization proceedings?

If yes, please attach details. Yes O No X

27. Workers Compensation Experience Modification Rate (EMR) Data

a. EMR is:
- X ***Interstate rate***
- o Intrastate rate
- o Monopolistic State rate
- o Dual rate

b. EMR for three last years:
- ***2007*** ***0.60***
- ***2006*** ***0.49***
- ***2005*** ***0.35***

c. State of Origin: ***Texas & Louisiana***

d. EMR Anniversary Date: ***April 21***

28. Injury and Illness Data:

a. Employee hours worked last three years (excluding subcontractors)

Hours / Year	***2007***	***2006***	***2005***
Field	***242992***	***250667***	***210977***
Total	***353499***	***342570***	***318242***

b. Provide the following data (excluding subcontractor) using your OSHA 200/300 Forms from the past three (3) years:

	2007		***2006***		***2005***	
	No.	Rate	No.	Rate	No.	Rate
Injury related fatality $Rate = \frac{Total\ Col.\ 1 \times 200{,}000}{Total\ Employee\ Hours}$	***0***	***0.00***	***0***	***0.00***	***0***	***0.00***
Lost workday case injuries involving days away from work, or days of restricted work activity, or both. $Rate = \frac{Total\ Col.\ 2 \times 200{,}000}{Total\ Employee\ Hours}$	***3***	***1.70***	***1***	***0.58***	***3***	***1.89***

Lost workday case injuries involving days away from work. $Rate = \frac{Total\ Col.\ 3\ x\ 200,000}{Total\ Employee\ Hours}$	0	0.00	0	0.00	0	0.00
Injuries involving medical treatment only. $Rate = \frac{Total\ Col.\ 6\ x\ 200,000}{Total\ Employee\ Hours}$	0	0.00	0	0.00	0	0.00
Total OSHA Recordable Injury Rate $Rate = \frac{(Total\ Col.\ 1+2+6)\ x\ 200,000}{Total\ Employee\ Hours}$	3	1.70	1	0.58	3	1.89
Illness related fatality $Rate = \frac{Total\ Col.\ 8\ x\ 200,000}{Total\ Employee\ Hours}$	0	0.00	0	0.00	0	0.00
Lost workday case illnesses involving days away from work, or days of restricted work activity, or both. $Rate = \frac{Total\ Col.\ 9\ x\ 200,000}{Total\ Employee\ Hours}$	0	0.00	0	0.00	0	0.00
Lost workday case illnesses involving days away from work $Rate = \frac{Total\ Col.\ 10\ x\ 200,000}{Total\ Employee\ Hours}$	0	0.00	0	0.00	0	0.00
Illnesses not involving lost workdays or restricted workdays $Rate = \frac{Total\ Col.\ 13\ x\ 200,000}{Total\ Employee\ Hours}$	0	0.00	0	0.00	0	0.00
Total OSHA Recordable Illness Rate $Rate = \frac{(Total\ Col.\ 8+9+13)\ x\ 200,000}{Total\ Employee\ Hours}$	0	0.00	0	0.00	0	0.00
Total OSHA Recordable Injury/Illness Rate $Rate = \frac{(Total\ Col.\ 1+2+6+8+9+13)\ x\ 200,000}{Total\ Employee\ Hours}$	3	1.70	1	0.58	3	1.89

Notes: (1) Data should be the best available data applicable to the work in this region or area.
(2) If your company is not required to maintain OSHA 200/300 forms, please provide information from your Worker's Compensation insurance carrier itemizing all claims for the last three years.

29. Have you received any regulatory (EPA, OSHA, etc.) citations in the last three years?

If yes, please attach copies. **Yes o No X**

30. Highest ranking safety/health professional in the company: ***W.S. (Scotty) Bourgeois***

Title:	Telephone:	Fax:
VP of HR, HSE & Training	***281-930-4418***	***281-478-0814***

31.	Do you have or provide:				
	a. Full time Safety/Health Director	Yes	X	No	O
	b. Full time Site Safety/Health Supervisor	Yes	X	No	O
	c. Full Time Job Safety/Health Coordinator	Yes	X	No	O
32.	Do you have or provide:				
	a. Safety/Health incentive program	Yes	X	No	O
	b. Company paid safety/health training	Yes	X	No	O
33.	Do you have a written Safety and Health Program?	Yes	X	No	O
	Does the program address the following key elements?				
	• Management commitment and expectations	Yes	X	No	O
	• Employee participation	Yes	X	No	O
	• Accountabilities and responsibilities for managers, supervisors, and employees	Yes	X	No	O
	• Resources for meeting safety & health requirements	Yes	X	No	O
	• Periodic safety and health performance appraisals for all employees	Yes	X	No	O
	• Hazard recognition and control	Yes	X	No	O
34.	Does the program include work practices and procedures such as:				
	a. Equipment Lockout and Tagout (LOTO)	Yes	X	No	O
	b. Confined Space Entry	Yes	X	No	O
	c. Injury & Illness Recording	Yes	X	No	O
	d. Fall Protection	Yes	X	No	O
	e. Personal Protective Equipment	Yes	X	No	O
	f. Portable Electrical/Power Tools	Yes	X	No	O
	g. Vehicle Safety	Yes	X	No	O
	h. Compressed Gas Cylinders	Yes	X	No	O
	i. Electrical Equipment Grounding Assurance	Yes	X	No	O
	j. Powered Industrial Vehicles (~~Cranes~~, **Forklifts,** ~~JLGs~~, etc.)	Yes	X	No	O
	k. Housekeeping	Yes	X	No	O
	l. Accident/Incident Reporting	Yes	X	No	O
	m. Unsafe Condition Reporting	Yes	X	No	O
	n. Emergency Preparedness, including evacuation plan	Yes	X	No	O
	o. Waste Disposal	Yes	X	No	O

35. Do you have written programs for the following:

a. Hearing Conservation — Yes X No O

b. Respiratory Protection — Yes X No O

Where applicable, have employees been:

X Trained

X Fit tested

X Medically approved

c. Hazard Communication — Yes X No O

d. Program to support the contractor requirements of the OSHA Process Safety Management of Highly Hazardous Chemicals; Explosives and Blasting Agents Standard (29 CFR 1910). — Yes X No O

36. Do you have a substance abuse program? — Yes X No O

If yes, does it include the following?

- Pre-placement Testing — Yes X No O
- Random Testing — Yes X No O
- Testing for Cause — Yes X No O
- DOT Testing — Yes X No O

37. Do your employees read, write, and understand English such that they can perform their job tasks safely without an interpreter? — Yes X No O

If no, provide a description of your plan to assure that they can safely perform their jobs.

38. Medical

a. Do you conduct medical examinations for:

- Pre-placement — Yes X No O
- Preplacement Job Capability (this is the "preplacement" — Yes X No O
- Hearing Function (Audiograms) — Yes X No O
- Pulmonary — Yes X No O
- Respiratory — Yes X No O

b. Describe how you will provide first aid and other medical services for your employees while on-site. **All our employees are trained on basic first aid.**

Specify who will provide this service: _____

c. Do you have personnel trained to perform first aid and CPR? — Yes X No O

39. Do you hold site safety and health meetings for:

Field Supervisors	YesX	NoO	Frequency Weekly
Employees	YesX	NoO	Frequency Weekly
New Hires	YesX	NoO	Frequency Weekly
Subcontractors	YesX	NoO	Frequency As needed

Are the safety and health meetings documented? — Yes X No O

40. Personal Protection Equipment (PPE)

a. Is applicable PPE provided for employees? — Yes X No O

b. Do you have a program to assure that PPE is inspected and maintained? ***Our PPE basically is used in emergency response*** Yes X No O

41.	Do you have a corrective action process for addressing individual safety and health performance deficiencies.	Yes	X	No	O
42.	Equipment and Materials:				
	a. Do you have a system for establishing applicable health, safety, and environmental specifications for acquisition of materials and equipment?	Yes	X	No	O
	b. Do you conduct inspections on operating equipment (e.g., cranes, forklifts, JLGs) in compliance with regulatory requirements?	Yes	X	No	O
	c. Do you maintain operating equipment in compliance with regulatory requirements?	Yes	X	No	O
	d. Do you maintain the applicable inspection and maintenance certification records for operating equipment?	Yes	X	No	O
43.	Subcontractors				
	a. Do you use safety and health performance criteria in selection of subcontractors?	Yes	X	No	O
	b. Do you evaluate the ability of subcontractors to comply with applicable health and safety requirements as part of the selection process?	Yes	X	No	O
	c. Do your subcontractors have a written Safety & Health Program? If & when used, they will have a safety program.	Yes	X	No	O
	d. Do you include your subcontractors in:				
	• Safety & Health Orientation	Yes	X	No	O
	• Safety & Health Meeting	Yes	X	No	O
	• Inspections	Yes	X	No	O
	• Audits	Yes	X	No	O
44.	Inspections and Audits				
	a. Do you conduct safety and health inspections?	Yes	X	No	O
	b. Do you conduct safety and health program audits?	Yes	X	No	O
	c. Are corrections of deficiencies documented?	Yes	X	No	O

45. Craft Training

a. Have employees been trained in appropriate job skills? Yes O No O

b. Are employees job skills certified where required by regulatory or industry consensus standards? Yes O No O

c. List crafts which have been certified:

N/A – we are an emergency response company

46. Safety & Health Orientation

	New Hires		Supervisors	
a. Do you have a Safety & Health Orientation Program for new hires and newly hired or promoted supervisors?	Yes X	No O	Yes O	No X
b. Does program provide instruction on the following:				
• New Worker Orientation	Yes X	No O	Yes O	No O
• Safe Work Practices	Yes X	No O	Yes X	No O
• Safety Supervision	Yes X	No O	Yes X	No O
• Toolbox Meetings	Yes X	No O	Yes X	No O
• Emergency Procedures	Yes X	No O	Yes X	No O
• First Aid Procedures	Yes X	No O	Yes X	No O
• Incident Investigation	Yes X	No O	Yes X	No O
• Fire Protection and Prevention	Yes X	No O	Yes X	No O
• Safety Intervention	Yes X	No O	Yes X	No O
• Hazard Communication	Yes X	No O	Yes X	No O

c. How long, in hours, is the orientation program 8 hours?

47. Safety & Health Training

a. Do you know the regulatory safety and health training requirements for your employees? Yes X No O

b. Have your employees received the required safety and health training and retraining? Yes X No O

c. Do you have a specific safety and health training program for supervisors? Yes O No X

48. Training Records

a. Do you have safety and health and crafts training records for your employees? Yes X No O

b. Do the training records include the following:

Employee identification	Yes X	No O
Date of training	Yes X	No O
Name of trainer	Yes X	No O
Method used to verify understanding	Yes X	No O

c. How do you verify understanding of training? (Check all that apply.)

X	Written test	X	Job Monitoring
X	Oral test	X	Other (List) Mentoring
X	Performance test		

Please provide copies of checked (**X**) item with the completed PQF:

_____ EMR documentation from your insurance carrier
_____ Insurance Certificate(s)
_____ OSHA 200 Logs (Past 3 Years)
_____ Safety & Health Program (Table of Contents)
_____ Safety & Health Incentive Program
_____ Substance Abuse Program
_____ Hazard Communication Program
_____ Respiratory Protection Program
_____ Housekeeping Policy
_____ Accident/Incident Investigation Procedure
_____ Unsafe Condition Reporting Procedure
_____ Safety & Health Inspection Form
_____ Safety & Health Audit Procedure or Form
_____ Safety & Health Orientation (Outline)
_____ Safety & Health Training Program (Outline)
_____ Example of Employee Safety & Health Training Records
_____ Safety & Health Training Schedule (Sample)
_____ Safety & Health Training for Supervisors (Outline)

Note: Owner checks items to be provided with PQF.

Name: W.S. Bourgeois
Title : Vice President HR, HSE, Training & Security January 15, 2008

DO NOT FILL OUT - OWNER USE ONLY

Contractor is:

o Acceptable for Approved Contractor List

o Conditionally acceptable for Approved Contractor List

Reviewer: _____ Date: _____

AMENDED

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 08/01/2008

PRODUCER
JOHN L. WORTHAM & SON, L.P.
P.O. BOX 1388
HOUSTON, TEXAS 77251-1388

068271-90-589 bjb - lperez Replaces Cert# 90-585

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
GARNER ENVIRONMENTAL SERVICES, INC.
ATTN: MRS BOBBIE K. RISNER
1717 W. 13TH. STREET
DEER PARK, TX 77536

INSURER A: Zurich American Insurance Company
INSURER B: Steadfast Insurance Company
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	GL0289322710	04/21/2008	04/21/2009	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ✓ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ✓ NON-OWNED AUTOS	BAP289312610	04/21/2008	04/21/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B	EXCESS LIABILITY ✓ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ✓ RETENTION $ 10,000	SEO289312910	04/21/2008	04/21/2009	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC289312810	04/21/2008	04/21/2009	✓ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
B	OTHER CONTRACTORS POLLUTION LIABILITY CLAIMS MADE	PEC289322410 RETRO ACTIVE DATE 4/21/93	04/21/2008	04/21/2009	$1,000,000 EACH CLAIM $1,000,000 TOTAL LOSS	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

AUTOMOBILE PHYSICAL DAMAGE APPLIES ON SPECIFIC VEHICLES $1000 DEDUCTIBLE COMPREHENSIVE & COLLISION. BLANKET ADDITIONAL INSURED IS APPLICABLE UNDER ALL POLICIES EXCEPT WORKERS COMPENSATION AND CONTRACTORS POLLUTION WHEN REQUIRED BY WRITTEN CONTRACT. BLANKET ADDITIONAL INSURED UNDER SECTION B APPLIES TO POLICY PEC289322410 CONTRACTORS POLLUTION WHEN REQUIRED BY WRITTEN CONTRACT. BLANKET WAIVER OF SUBROGATION IS APPLICABLE UNDER ALL POLICIES WHEN REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER ☐ ADDITIONAL INSURED; INSURER LETTER:

TARGA RESOURCES INVESTMENTS INC.
TARGA RESOURCES, INC.,
ITS AFFILIATES AND SUBSIDIARIES
P.O. BOX 12010 SCM-01293
HEMET, CA 92546-8010

CANCELLATION (SEE BELOW & PAGE 2)

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
John L. Wortham & Son, L.P.

ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement On this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

CANCELLATION NOTICE

The CANCELLATION NOTICE on the CERTIFICATE OF INSURANCE is amended to include the following wording: The Insurance Companies may cancel the described policy(ies) by mailing or delivering ten (10) days written notice of cancellation to the Named Insured for: (1) Non Payment of premium or (2) any other circumstance permitted by state law or policy conditions.

ADDITIONAL INSURED DISCLAIMER

Coverage for Additional Insureds can vary significantly from policy to policy and thus Additional Insured status does not guarantee protection for all losses. Coverage is subject to actual policy terms and conditions.

Targa Resources, Inc.
Procurement Vendor Setup and Maintenance Form

Send completed forms either via email to SCM@TargaResources.com or fax 713-584-1522 (attn: SCM).
All new vendor setups require a completed W-9 from the vendor and WILL NOT be processed without one.
For questions about this form, please call the SCM Help Desk at 713.584.1500

Notes on completing this form:
1) Targa employee completes the blue shaded areas. Vendor completes the yellow shaded areas.
2) Any change in Remit Address requires written notification from the vendor as backup and a new W-9.

FOLLOWING SECTION TO BE COMPLETED BY TARGA REQUESTOR

Targa Requestor:	David Clark	SCM-01293
Phone:	(Galena Park)	
Date Requested:		

Select One of the Following:	New Vendor	Revise Existing Vendor		Inactivate Existing Vendor	
		Existing Vendor #:		Existing Vendor #:	

Classification		Attorney	Employee	Supplier
Justification for Set up:				
Persistence: (Specify)		Recurring (Ongoing Purchases)	One-Time (Only if does not meet P-Card requirements)	

FOLLOWING SECTIONS TO BE COMPLETED BY VENDOR (TIN, DUNS, ADDRESS, PAYMENT INFO)

Company Name (Legal Name):	Garner Environmental Services, Inc.		
Name of Individual providing Information:	Contracts Administrator	Phone or Email of Individual providing Information:	281.930.4445

TIN INFORMATION
All new Vendors MUST submit a completed W-9 form with this vendor setup form.

1099 - Vendor: (Specify)		No	Yes	(Complete 1099 detail below)	
1099 Code: (Specify)		Rents (1)	Prizes/Awards(3)	Other Income (7)	Attorney (14)

DUNS INFORMATION

DUNS Number	05-355-4531	

Note: If the vendor does not have a valid DUNS number, instruct them to call 800.226.3400 for the assignment of a DUNS number, or send them to the following web-site:
https://eupdate.dnb.com/requestoptions.html?cmid=EQE100537

ADDRESS INFORMATION

Remit Address 1:	Garner Environmental Services, Inc.	State/Province:	North America
Remit Address 2:	1717 W. 13th Street	Country:	United States
City/Town:	Deer Park, Texas	Fax:	281.479.0283
Zip	77536	Email Address:	
Phone:	281.930.1200		
Ordering Address 1:		State/Province:	
Ordering Address 2:		Country:	
City/Town:		Fax:	
Zip		Email Address:	
Phone:			

POs to be dispatched via	Fax	EMAIL	FAX

PAYMENT INFORMATION

Financial Institutions Name:	Sterling Bank		
Bank Account Number:	241002384		
Funds Transfer Routing:	113005549	ABA	Use Complex Routing
ABA# or Complex Routing Code:		ACH Fax #:	
Complex Routing Description:			
Payment Method: (Preferred is ACH)	ACH or Wire	Direct Deposit (ACH)	Check Draft Wire
Justification if Not ACH			
Payment terms:		Net 30	Other (Specify)
Justification if Not NET 30			

FOR CORPORATE USE ONLY:

Short name:			
Vendor number:			
Date vendor established:			
Approver's Name(please print):		Title:	

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name: Garner Environmental Services, Inc.

Business name, if different from above:

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.): 1717 W. 13th Street

Requester's name and address (optional):

City, state, and ZIP code: Deer Park, TX 77536-2531

List account number(s) here (optional):

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number: | | | - | | - | | | | |

or

Employer identification number: 7 6 - 0 1 3 4 6 1 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item **2** does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here — **Signature of U.S. person** ► [signature] **Date** ► 9/17/2008

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515,** Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

P.01

TRANSACTION REPORT

AUG-13-2008 WED 11:36 AM

FOR: Targa Resources, Inc. 713 584 1522

SEND

DATE	START	RECEIVER	TX TIME	PAGES	TYPE	NOTE	M#	DP
AUG-13	11:33 AM	919517662299	3'26"	24	FAX TX	OK	292	

TOTAL : 3M 26S PAGES: 24

Targa Resources, Inc.

DATE:	13 August 2008	*TIME:*	
TO:	IDS CUSTOMER SERVICE	*FROM:*	Bob Langley
COMPANY:	IDS	*PHONE:*	(713) 584-1622
FAX:	951-766-2299	*ASSISTANT:*	
PAGES:	24 including cover	*PHONE:*	

Please find attached information for new MSA SCM-01293 Garner Environmental Services, Inc.

If any questions, comments, pls. advise.

Thanks,

R.L. Langley. P.E.

Attached:
- IDS New Vendor Information sheets (2 pages)
- Exhibit "C" -Insurance Requirements from MSA (2 pages)
- Contractor's Pre-Selection Questionnaire-Part I(1 page)
- Attachments for Part I (4 pages)
- Contractor's Pre-Selection Questionnaire-Part II (1 page)
- Attachments for Part II (11 pages)
- Certificate of Insurance (2 pages)

This communication is intended for the addressee(s) only. It may contain information which is legally privileged, confidential and exempt from disclosure. If you are not the intended recipient, any use, dissemination, or action in reliance on this communication is strictly prohibited and may be unlawful. Please destroy all electronic or paper copies and notify the sender immediately.

IDS New Vendor Information from Targa

Contract #	SCM-01293
Effective Date	1/29/2008
Expiration Date	Evergreen - Month to Month
Division	TRLLC
Business Unit	TRLLC
Targa Contract Administrator:	Bob Langley
Primary Description of Service	Environmental Emergency Response
Add'l Description of Service	Cleanup-spills, etc.
Old Contract #	
Targa sending insurance certificate to IDS?	☑
Targa sending Safety Forms to IDS?	☐
Rush certificate?	☐
Vendor Risk Classification	High - $5mm
Aircraft Liability Required?	☐
Aircraft Liability Limit	
Marine Liability Required?	☐
Marine Liability Limit	
Professional Liability Required?	☐
Professional Liability Limit	
Pollution Liability Required?	☑
Pollution Liability Limit	
Vendor Name	Garner Environmental Services, Inc.
Vendor's Affiliates	
Address Line 1	1717 West 13th Street
Address Line 2	
City	Deer Park
State	TX
Zip Code	77536
Contact Person	Cory Smith-Contracts Admin.

Note: If checked (so YES) to either of these two fields, then Targa will fax the insurance certificate and/or safety form to IDS.

Note: Check marks in the boxes mean "yes", otherwise "no".

Telephone #	281-930-1200
Fax #	281-479-0283
E-mail Address	csmith@garner-es.com
Is Vendor a Sole Proprietor?	☐ Note: If checked (so YES), then waive the Workers Comp. Employers Liability Insurance Requirements and place vendor on the Safety Compliance Referral Report.

Langley, Bob

From: Langley, Bob
Sent: Wednesday, August 13, 2008 11:56 AM
To: 'Cory Smith'
Cc: 'Faith Loughner'; 'Maria Parras'; 'Bobbie Risner'; Lorentzatos, Nickolas; Mendoza, Alex S.; Gibson, James D.; Clark, David B; Battle, Hunter; Keiser, Jessica; Ninan, Susan V.
Subject: EXECUTED: Targa SCM-01293 -Garner Environmental Services, Inc.
Importance: High

The **Master Services Agreement (MSA) #SCM-01293** has been fully executed this date and a duplicate set of all documents sent to your office in today's mail.

I've asked for the safety information in the standard Targa MSA format, and trust that will be forthcoming. (The information supplied in a different format seems to provide most of the required information, hence my proceeding with this.)

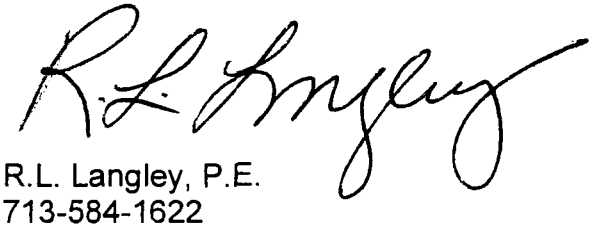
Although deemed in *essential* insurance compliance, your company may be contacted by EBIX-BPO/IDS, Targa's primary outsourced certificate of insurance (COI) administrator, requesting more information or details. Also, your company may be contacted by ISNetworld (which it appears Garner is already a member) regarding safety/insurance information. Please respond timely to both as they are acting on behalf of Targa.

All COI renewals and updates should be handled directly with EBIX-BPO/IDS in Hemet, CA.

If there's ever any questions or issues we need to discuss, please contact me, James Gibson (713-584-1414), or Alex Mendoza (713-584-1053).

We appreciate your company's willingness to provide services to Targa.

Regards,



R.L. Langley, P.E.
713-584-1622

Dynegy Inc.

Contractor Name US Environmental Services LLC **Date** 1/19/00

Experience Modification Rate (EMR) for the most recent three (3) years:

Report Year	1997	1998	1999
EMR	1.0	1.0	1.0

OSHA 200 Log for most recent three (3) years:

OSHA Statistics	**OSHA 200 Log**	1997	1998	1999
Number of fatalities	Box 1	0	0	0
Cases involving lost workdays or restricted work activity	Box 2	0	1	0
Cases involving lost workdays	Box 3	1	0	6
Number of lost workdays	Box 4	2	0	0
Number of restricted workdays	Box 5	0	24	0
Cases of recordable injuries without lost workdays or restricted work activity	Box 6	1	1	2
Number of hours worked		44,988	78,564	118,361
OSHA Lost Time Incident Rate (Box 2/hours worked) x 200,000		0	0.39	0
OSHA Recordable Incident Rate (Box 6/hours worked) x 200,000		8.88	5.08	3.36

I certify that the data provided above is true to the best of my knowledge.

By _____

Name (print) Thomas Sumner, CIH

Title Health and Safety Manager

Safety Representative's Name (if other than above): _____

Safety Representative's Telephone Number: (504) 279-9930

DYNEGY INC. **CONTRACTOR PREQUALIFICATION QUESTIONNAIRE**

The following questionnaire has been prepared as an aid in our Contractor Selection Process. Additionally, this form serves as compliance documentation for 29 CFR Part 1910.119 (Process Safety Management of Highly Hazardous Chemicals).

1. **Statistics**
Using your Experience Modification Rate (EMR) for Worker's Compensation Insurance for the Three (3) Most Recent Years, complete the Safety Addendum on the back of this form. Using your three (3) year's OSHA Log #200, complete the proceeding Safety Addendum. Have you received an OSHA or State OSHA inspection during the last three (3) years? (If yes, please attach details including inspection type and if any citations were issued).
☐ Yes ☒ No

2. **Meetings**
How often do you hold tailgate safety meetings for field employees? Daily

How are your employees trained to know potential fire, explosion, or toxic release hazards related to their jobs and the applicable provisions of site emergency plans? 40-Hour HAZWOPER Training

Describe your company's safety meeting process. How do you document them? How do you communicate any site specific safety rules to your workers? Site-specific Health and Safety Plan developed for each jobs. Employees sign to acknowledge reading plan and attending tailgate safety meetings.

3. **Inspections**
How often do you conduct project safety inspections? Random
How do you document them? Audit form.
How do you ensure the findings are closed? Return to site.

4. **Training**
What type of training programs do you have? 40-Hour HAZWOPER training with 8-Hour Annual Refresher.

At what frequency is training provided? Annual
Who provides the training? USES Staff
How is training documented? Company records. Presentation certificate and wallet card.
Are supervisors knowledgeable of the safety and health hazards to which employees under their immediate direction and control may be exposed? ☒ Yes ☐ No
Describe method Supervisors receive 8-Hour supervisory training.

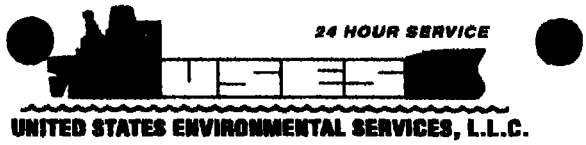
What are the procedures used to inform the employer (DYNEGY INC.) of any unique hazards presented by the contract employees' work? Pre-job meeting to discuss job safety analysis.

5. **Subcontractors**
Describe your selection and evaluation process for sub-contractors Approval form.

How do you verify your sub-contractors meet all required Dynegy Inc., OSHA and other regulatory standards? Review by Health and Safety Manager.

6. **Certification**
I CERTIFY that the information submitted herein is true and correct to the best of my knowledge.

Barry J. Thibodeaux — SIGNATURE OF OFFICER, PRINCIPAL OR OWNER
1/19/00 — DATE
Barry J. Thibodeaux — PRINT NAME
President — TITLE
P.O. Box 949, Meraux, LA 70075 — ADDRESS
(504) 279-9930 — TELEPHONE NO.



United States Environmental Services, LLC

Schedule of Rates - Emergency Response

Louisiana Service Locations

July 1999

Personnel

1. Personnel are charged Portal-to-Portal, with a four-hour minimum upon activation.
2. Straight Time rates apply 0800-1200 and 1300-1700, Monday through Friday. All other hours worked, including Saturdays, Sundays and Holidays, shall be charged at the Overtime rate.
3. Non-Hazardous/Oil Spill Response Personal Protective Equipment (Modified Level C) will be charged at $35 per day per person. PPE for HazMat response will be charged per this rate schedule.
4. Subsistence is charged at $90 per day per person for work performed fifty miles from U. S. Environmental Services service points.
5. Preparation of reports, documents and manifests will be charged at the applicable Straight Time hourly rates.

Consultant/Project Manager..... $750.00 per Day

Hourly Rates	Straight Time	Overtime
Non-Hazardous/Oil Spill Response		
Health and Safety Administrator	$50.00	No OT
Transportation and Disposal Coordinator	$40.00	No OT
Supervisor	$45.00	$67.50
Logistics Administrator	$40.00	$60.00
Mechanic	$36.00	$54.00
Foreman	$38.00	$57.00
Equipment Operator/Recovery Technician	$34.00	$51.00
Pollution Laborer	$26.00	$39.00
Hazardous Material Spill Response		
Health and Safety Specialist	$50.00	$75.00
Transportation and Disposal Coordinator	$48.00	No OT
Supervisor	$70.00	No OT
Foreman	$48.00	$72.00
Equipment Operator	$48.00	$72.00
Environmental Specialist	$44.00	$66.00
HazMat Laborer	$36.00	$54.50

2809 E. Judge Perez Dr. • Meraux, LA 70075
P. O. Box 949 • Meraux, LA 70075
(504) 279-9930 • Fax: (504) 279-7756
1-888-279-9930

2044 Lobdell Hwy. • Port Allen, LA 70767
P. O. Box 664 • Port Allen, LA 70767
(225) 267-4900 • Fax: (225) 267-4962
1-888-267-4901

Equipment

	Rate	Unit
Vehicles		
Automobile	$85.00	Day
Pick-Up Truck	$100.00	Day
Stake Truck with Lift Gate	$175.00	Day
Four-Wheel Drive Vehicle	$125.00	Day
Vacuum Truck, 70-80 Barrel, With Operator	$75.00	Hour
Vacuum Truck, Stainless Steel, 80 Barrel, With Operator	$92.00	Hour
➢ Overtime differential will be applied to Operator's hours, as appropriate.		
Mileage Charge	$0.40	Mile
➢ Vehicle hourly and mileage charges are portal-to-portal.		
Vessels		
26' Twin 115-HP Outboard Fast Response Boat	$550.00	Day
20' – 24' Twin Outboard Fast Response Boat	$450.00	Day
18' – 24' Fast Response Boat, One Outboard over 50-HP	$350.00	Day
16' – 18' Work Boat with 25-HP Outboard	$175.00	Day
16' – 18' Work Boat without Motor	$80.00	Day
20' "GU" Gobbler – Skimmer Response Vessel	$750.00	Day
➢ Fuel will be charged at $1.30 per gallon		
➢ Vessels are equipped with paddles and personal flotation devices for USES personnel.		
Trailers		
20' – 24' Hazardous Material Response Trailer	$200.00	Day
20' – 24' Oil Spill Response Trailer	$150.00	Day
Boom Trailer with Work Boat, Motor, Pump Setup, Spill Supplies	$135.00	Day
Boom Trailer	$100.00	Day
Pumps and Hoses		
2" Diesel Wash Pump	$70.00	Day
2" Gas Wash Pump	$60.00	Day
3" Diesel Trash Pump	$90.00	Day
2" Air Diaphragm Pump	$90.00	Day
2" Stainless Steel Pump	$225.00	Day
Submersible Pump	$150.00	Day
Barrel Pump	$75.00	Day
2" Suction/Discharge Hose, 20'	$28.00	Day
3" Suction/Discharge Hose, 20'	$30.00	Day
2" Suction/Discharge Chemical Hose, 20'	$50.00	Day
¾" Air Compressor Hose, 50'	$12.00	Day
Weir Skimmer, 24"	$100.00	Day

Equipment (continued)

	Rate	Unit
Other Equipment		
Hot Water High Pressure Unit	$425.00	Day
Steam Cleaner	$285.00	Day
Pressure Washer	$150.00	Day
4 KW Generator	$100.00	Day
12 KW Generator	$175.00	Day
175 CFM Air Compressor	$175.00	Day
Portable Light System	$125.00	Day
Industrial Weed Eater	$85.00	Day
Chain Saw	$85.00	Day

Booms, Sorbents and Associated Equipment

18" Containment Boom	$1.25	Foot/Day
10" – 12" Containment Boom	$0.75	Foot/Day
Boom Anchors		
22-Pound	$55.00	Job
40-Pound	$75.00	Job
65-Pound	$135.00	Job
Boom Refurbishment Charge		Cost Plus
Sorbent Pads, 100 per bale	$55.00	Bale
Sorbent Roll	$115.00	Roll
Sorbent Boom		
8" X 10' X 4 sections	$155.00	Bag
5" X 10' X 4 sections	$90.00	Bag
Sorbent Sweeps	$125.00	Bale
Oil Snare	$45.00	15-Pound Box
Chemsorb Pillows	$18.00	Each
Fiberpearl	$17.00	Bag
Floor Dry	$15.00	Bag

Health, Safety, and Personal Protective Equipment

Protective Clothing and Equipment		
PPE Level A	$625.00	Per Occurrence
PPE Level B (One change-out per day)	$300.00	Person/Day
PPE Level C (Two change-outs per day)	$100.00	Person/Day
PPE Level D (Two change-outs per day)	$35.00	Person/Day
Tyvek-Treated Suit, with Hood	$16.00	Each
PVC-Treated Suit, with Hood	$20.00	Each
Acid Suit, Two-Piece without Hood	$90.00	Day
Acid Suit, Encapsulated	$160.00	Day

Health, Safety, and Personal Protective Equipment (continued)

	Rate	Unit
Protective Clothing and Equipment (continued)		
Chemical Resistant Suit, Two Piece	$50.00	Day
Chemical Resistant Boot, Steel Toe (Replacement Charge)	$60.00	Pair
Protective Gloves – PVC, Nitrile, Neoprene, with Latex Inner Gloves	$10.00	Pair
Protective Gloves – Butyl, with Latex Inner Gloves	$30.00	Pair
SilverShield Inner Gloves	$8.00	Pair
Full Body Harness	$50.00	Day
Tripod	$120.00	Day
Respiratory Protection		
Full Face Respirator	$40.00	Day
Respirator Cartridges	$35.00	Pair
Self Contained Breathing Apparatus, 30-Minute	$175.00	Day
Positive-Pressure Respirator with 50' Airline, 5-Minute Bottle	$150.00	Day
Cascade Air System, 6 Bottles	$300.00	Day
Air System Recharge Fee	$40.00	Hour
Field Instrumentation and Supplies		
OVM (PID)	$125.00	Day
OVA (FID)	$150.00	Day
O_2/LEL/H_2S/CO Meter	$75.00	Day
Drager Pump	$20.00	Day
Chemical-Specific Drager Tubes – Priced by Chemical		Cost Plus
Portable pH Meter	$30.00	Day
HazCat Kit	$25.00	Sample
Universal pH Indicator	$20.00	Pack
Glass Tubing, ¼" ID X 36"	$10.00	Each
Sample Bottles, 16 – 32 ounce	$8.00	Each
Sample Bottles, 4 ounce	$6.00	Each

Miscellaneous Tools and Supplies

Cotton Wipes	$35.00	Box
Drums		
95-Gallon Poly Overpack	$185.00	Each
85-Gallon Recovery	$150.00	Each
55-Gallon Open Top Steel	$55.00	Each
55-Gallon Closed Top Steel	$55.00	Each
20-Gallon Pollution Can	$12.00	Each
Drum Dolly	$25.00	Day
Drum Lift	$20.00	Day
Labels	$1.00	Each
Pallet Jack	$50.00	Day

Pallet Puller	20.00	Day

Miscellaneous Tools and Supplies (continued)

	Rate	Unit
Polyethylene Bags, 6 mil X 50" X 33"	$75.00	Roll
Polyethylene Sheeting	$75.00	Roll
Polypropylene Rope		
1/4"	$55.00	Roll
3/8"	$70.00	Roll
1/2"	$85.00	Roll
Tape		
Barrier	$35.00	Roll
Duct	$6.00	Roll
Tools		
Hand Tools – Shovels, Rakes, Nets, Pitchforks	$20.00	Job
Hand Tools – Non-Sparking	$30.00	Job
Tool Kit, Non-Sparking	$50.00	Job
Wheelbarrow	$25.00	Day

Communications Equipment

Cellular Phone	$25.00	Day
Radio, Hand-Held	$25.00	Day
Laptop Computer with Printer	$55.00	Day
Copier	$55.00	Day
Global Positioning System Receiver	$20.00	Day

Heavy Equipment

Rates and availability on the following equipment will be provided on request.
Case 450B Dozer or Equivalent
Case 1150C Dozer or Equivalent
Case 580C Backhoe or Equivalent
Case 880C Excavator or Equivalent
Dump Truck – Tandem or Trailer type
Cherry Picker
Forklift

Terms and Conditions

1. Subcontractor charges and non-scheduled equipment, services, and supplies will be charged at cost plus 20%.
2. Applicable federal, state and local taxes, except income and *ad valorem*, as they pertain to services, equipment rental, sales of material, manufacturer repair, delivery and/or transportation shall be charged to the customer.

3. Certificates of Insurance will be issued upon request, and include coverage for Worker's Compensation, U.S. Longshoremen and Harbor Worker's Act, Jones Act, General liability, Ship Repairers, Terminal Operators, and automobile/vehicle.
4. Equipment is billed portal-to-portal, from time of activation.
    a. Equipment billed on an hourly basis will be billed for a minimum of four hours upon activation.
    b. Equipment billed on a daily basis will be billed for a full day upon activation, unless the response is canceled within the first four hours, and the equipment has not been used, in which case it will be charged at half the daily rate.
    c. Equipment held in reserve, either on site or at the dispatch point, for the exclusive benefit of the customer, will be billed at a standby rate equal to half the standard rate until released by the customer.
    d. Upon completion of the job, equipment will be returned to its condition at the time of activation. The customer will be billed at the standby rate while the equipment is decontaminated and/or repaired. Equipment damaged beyond economical repair will be replaced at the customer's expense, less depreciation.
5. Disposal of recovered product and contaminated materials is the customer's responsibility, as generator. USES will assist with arranging transportation and disposal if requested.
6. All operations are conducted at the direction of the customer, however, USES retains the exclusive right to make specific assignments of equipment operators and crews for response operations. USES supervisors and employees shall not be required to perform any operations they consider unsafe.

MASTER SERVICE AGREEMENT NO. MSA-3401

CONTRACTOR HEREBY ACKNOWLEDGES THAT IT HAS READ, AND UNDERSTANDS ITS OBLIGATIONS UNDER THE INDEMNITY AND INSURANCE PROVISIONS IN SECTIONS 15 AND 16 ON THE ATTACHED PAGES _____ (INITIALS)

On December 9, 1999, Dynegy Midstream Services, Limited Partnership (a Dynegy Inc. Operating Company), 1000 Louisiana, Suite 5800, Houston, Texas, called COMPANY, and United States Environmental Services, LLC, 2809 E. Judge Perez Dr., Meraux, LA 70075 called CONTRACTOR, in consideration of their respective obligations to each other in this Contract, agree that:

1. EXPRESS TERMS: This Contract contemplates that COMPANY may from time to time request that CONTRACTOR perform services and provide related materials on a nonexclusive basis under the written terms of this Contract which shall determine the rights of the parties regardless of any additional or contrary terms in any rate schedules, invoices or other documents which may flow from this Contract's performance. COMPANY rejects any additional or contrary terms and conditions contained in any such document. This Contract may be amended only in writing signed by an authorized representative of each party. COMPANY'S signature on any invoice, rate sheet or other document, other than a MSA Release Order, shall not constitute COMPANY's consent to any terms and conditions contained therein.

2. ORDERS AND PRICES: Orders for services placed by COMPANY verbally or in writing with CONTRACTOR shall be governed exclusively by the terms of this Contract and shall be priced based solely on the rates and prices then on file with COMPANY's Purchasing Department at Company's Headquarters Office ("On File Rates"). For changes in rates to be binding on COMPANY such changes must be in writing and must be received by COMPANY at least thirty (30) days before their effective date. Orders for services which vary the terms of this Contract or are at rates or prices other than the On File Rates may only be placed in a written order signed by COMPANY substantially in the form of the sample "MSA Release Order" attached to this Contract. Orders for services may be placed with CONTRACTOR pursuant to the terms of this Contract by the legal entity named as "COMPANY" first above as well as by such entity's affiliated companies. CONTRACTOR agrees that upon receipt of an MSA Release Order from any of the entities listed in Attachment 1 to this Contract, this Contract shall then serve as the agreement between CONTRACTOR and the entity placing the MSA Release Order, such entity as placed that MSA Release Order shall be the "COMPANY" hereunder for purposes of such MSA Release Order, and this Contract shall not be construed as a guaranty of the ordering entity's payment or performance obligations hereunder by either Dynegy Inc. or any of its affiliates or its subsidiaries other than the one placing such MSA Release Order. Rather, it is agreed by CONTRACTOR, that it shall look solely to the entity placing such MSA Release Order for performance of all obligations of COMPANY hereunder as to such MSA Release Order. COMPANY may, from time to time, amend Attachment 1 to add or delete legal entities authorized to place MSA Release Orders under this Contract and such amendment shall be effective as of the date shown on the new Attachment 1 provided that same is delivered to CONTRACTOR within 30 days after such effective date. If such a new Attachment 1 is delivered to CONTRACTOR more than 30 days after the effective date stated therein, it shall only be binding on CONTRACTOR upon receipt of notice of such amendment from COMPANY.

3. ACCEPTANCE: Acceptance of this written Contract by COMPANY shall be valid only when it has been signed by COMPANY. Acceptance by CONTRACTOR may be accomplished by delivery to COMPANY of a signed Contract or, after receipt by CONTRACTOR of a COMPANY-signed Contract, by performance of any service or shipment of any materials provided for in this Contract.

4. INDEPENDENT CONTRACTOR: COMPANY shall have no power or authority to direct, supervise or control employees of CONTRACTOR, but CONTRACTOR shall, in the exercise of its independent employment, select the means, manner and method of performance of such work, being responsible to COMPANY solely for obtaining results in compliance with this Contract.

5. SHIPMENT AND DELIVERY OF MATERIALS: CONTRACTOR shall be responsible for proper packaging, labeling and preparation for shipment and all labeling shall be in full compliance with all DOT, OSHA and TOSCA labeling requirements. CONTRACTOR shall include with each shipment or delivery a Material Safety Data Sheet for each item for which a Material Safety Data Sheet is required by applicable law or regulations.

6. QUANTITY: COMPANY shall be obligated to purchase and accept only the quantity of materials, goods or services required for work under this Contract and any excess materials or goods may be returned to CONTRACTOR at CONTRACTOR's expense. If an event of force majeure diminishes the quantity of available materials, goods and services, CONTRACTOR shall provide COMPANY with at least the portion of materials, goods and services available that COMPANY would receive under a fair and equitable allocation among COMPANY and CONTRACTOR's other customers with written contracts.

7. INSPECTION AND REJECTION: CONTRACTOR shall not substitute any material that has been specified without authority from COMPANY. All material furnished will be subject to COMPANY's right of inspection and approval after delivery. COMPANY reserves the right (payment notwithstanding) to reject and return, at CONTRACTOR's risk and expense, that portion of any shipment which may be defective or fails to comply with specifications. Neither acceptance or payment by COMPANY nor its inspection or failure to inspect limits or excludes CONTRACTOR's express warranties, or any warranties implied by law or waives any of COMPANY's rights or remedies.

8. WARRANTY: CONTRACTOR expressly warrants (a) that each and all of the materials, goods and services furnished under this Contract are free from defects in design, workmanship and materials; (b) that unless otherwise specified all such materials and goods and their components are new and have not been previously used; (c) that all such materials and goods are fit for use for their ordinary intended purposes and/or any purposes specified; (d) that each and all of such materials and goods as well as CONTRACTOR's services, and their sale to and use by COMPANY will not constitute infringement or contributory infringement of any patent, or infringement of any copyright or trademark, or violation of any trade secret; and (e) to furnish all materials, labor, licenses, permits and other things necessary for performance, and otherwise perform expeditiously and in a good and workmanlike manner. Contractor shall promptly, upon receipt of written notice from COMPANY, remove, repair, replace or otherwise correct any defective materials, goods and services, whether such defect is discovered before or after completion of CONTRACTOR's services. If CONTRACTOR fails to do so within a reasonable time after notification by COMPANY, COMPANY may take such steps as may be necessary to correct such defects and CONTRACTOR shall

be liable to COMPANY for all such costs, and interest at the maximum rate permitted by law, from the time such costs are incurred by COMPANY until repaid by CONTRACTOR. All manufacturer's warranties shall be assigned and transferred to COMPANY; provided however, no such warranty shall in anyway relieve CONTRACTOR from its primary obligations to COMPANY with regard to any warranty under this Section 8.

9. CONSIDERATION, INVOICING AND PAYMENT: No payment is due CONTRACTOR under this Contract before services have been performed to COMPANY's satisfaction and related materials have been received and accepted by COMPANY. Payment will then be made against CONTRACTOR's proper invoice. All invoices must refer to this Contract and shall include sufficient detail and supporting documents (including original bill of lading and/or express bills for shipment invoices) for COMPANY to reasonably verify the basis of the charges. Invoices submitted for services charged on an hourly basis will be supported by documents that have been signed as approved by appropriate COMPANY personnel showing description, date and location of services performed and the names of employees and hours each worked. Transportation charges paid by CONTRACTOR for COMPANY's account must be shown separately on invoices and be supported by a receipted bill if transportation charges exceed $50. CONTRACTOR shall not charge tax on transportation. COMPANY reserves the right to withhold any money payable by it under this Contract, without interest, and to apply it to payment of any obligations of CONTRACTOR to COMPANY or to any other party which arise in any way out of this Contract or its performance.

10. WORK DOCUMENTS: All specifications, designs and technical data, reports, blueprints, drawings, patterns, etc. (the "Work Documents"), customized tooling and dies prepared or constructed by CONTRACTOR pursuant to this Contract shall be COMPANY's property and shall be released to COMPANY upon the completion of deliveries hereunder or upon the cancellation of this Contract for any reason. All "Work Documents" and any other information or materials not already in the public domain, shall remain the proprietary and confidential information of COMPANY and shall not be disclosed to any third party without the prior written consent of COMPANY.

11. TERMINATION:

(a) For Convenience: COMPANY reserves the right to terminate this Contract, or any part of it, for any reason and at any time by giving CONTRACTOR written notice; and

(1) Upon notification of termination for COMPANY's convenience CONTRACTOR shall protect all property in its possession in which COMPANY has an interest, shall terminate all work and commitments made under or pursuant to this Contract as quickly and effectively as possible, and shall provide COMPANY written proof that such termination has been accomplished in a timely manner.

(2) COMPANY shall pay CONTRACTOR that percentage of the price corresponding to the percentage of the work performed prior to the notice of termination less all amounts previously paid, plus actual direct costs reasonably necessitated by the resulting termination; and

(3) CONTRACTOR shall not be paid for any work done after receipt of notice of termination, for any costs incurred by CONTRACTOR's suppliers or subcontractors which CONTRACTOR could reasonably have avoided, or for any other amounts not explicitly provided for in this section. CONTRACTOR shall, if so directed by COMPANY, ship to COMPANY all materials which COMPANY shall have paid for.

(b) For Default: Each of the following events shall constitute a default by CONTRACTOR for purposes of this Contract:

(1) any proceedings or acts by or against CONTRACTOR which in COMPANY's reasonable judgment render COMPANY financially insecure about this Contract;

(2) refusal or failure of CONTRACTOR to deliver the goods or perform the services in accordance with the specified delivery schedule or within a reasonable time if no schedule is specified;

(3) failure to make progress so that performance of the services in accordance with the terms of this Contract is endangered; or

(4) failure to comply with or perform any other provision of this Contract; and

if CONTRACTOR does not cure any default within a period of ten (10) days after notice thereof, or such longer period as COMPANY may authorize in writing, then COMPANY may by written notice to CONTRACTOR, terminate this Contract or any part of it. In the event of termination for default, COMPANY shall not be liable to CONTRACTOR for payment of any amount other than for the value of any partial shipment of goods received and not returned to CONTRACTOR by COMPANY and CONTRACTOR shall be liable to COMPANY for any and all damages sustained by reason of the default which gave rise to the termination.

Termination by COMPANY for any reason shall not prejudice any claim for damages or nonperformance COMPANY would otherwise have against CONTRACTOR. The rights and remedies of COMPANY set forth in this Contract are not exclusive and are in addition to all other rights and remedies of COMPANY.

12. FORCE MAJEURE: Either CONTRACTOR or COMPANY shall be excused from performing its obligations under this Contract when and only to the extent that performance is delayed or prevented by any circumstances reasonably beyond its control, including but not necessarily limited to,

OCCURRING [redacted] CONNECTION WITH THE PERFORMA[redacted] OR NON-PERFORMANCE OF THIS CONTRACT. THIS INDEMNITY SHALL APPLY WHETHER OR NOT COMPANY WAS OR IS CLAIMED TO BE PASSIVELY, ACTIVELY, SOLELY, JOINTLY OR CONCURRENTLY NEGLIGENT AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT IS IMPOSED OR SOUGHT TO BE IMPOSED ON COMPANY. CONTRACTOR SHALL DEFEND ANY AND ALL SUCH CLAIMS AT ITS SOLE EXPENSE AND SHALL BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, BUT MAY INVESTIGATE, NEGOTIATE AND SETTLE ANY SUCH CLAIM AS IT DEEMS EXPEDIENT.

(iii) All Claims pertaining to liens connected with the performance of this Contract; and

(iv) All Claims arising out of CONTRACTOR's, its subcontractors' or any of their respective employee's or agent's noncompliance with any applicable statutes, ordinances, codes, rules, regulations, and standards (including COMPANY's safety and security regulations and procedures) applicable to the performance of this Contract, subject to Sections 15(a)(ii) and 15(b)(ii).

(v) All Claims of infringement or contributory infringement of any patent, copyright or trademark, or violation of any trade secret, arising out of the performance of this Contract.

Liability of CONTRACTOR under the indemnity and hold harmless provisions of this Contract, or otherwise at law, shall not be limited to or by the insurance CONTRACTOR is required to provide under this Contract.

(b) COMPANY's Indemnities: COMPANY shall defend, indemnify and hold harmless CONTRACTOR, it's affiliates, co-owners and joint venturers and its and their officers, directors, agents, employees and invitees (wherever CONTRACTOR is referred to in this Section 15(b), such reference shall include such other parties) from and against the following:

(i) COMPANY's fault or negligence: except as to matters within the scope of Sections 15(a)(ii) or 15(b)(ii), COMPANY shall defend, indemnify and hold CONTRACTOR harmless from and against all Claims arising out of or related to injury to, illness or death of any person or loss or damage to any property, occurring in connection with or from the performance or nonperformance of this Contract, to the extent of COMPANY's fault, liability without fault or negligence;

(ii) **COMPANY'S EMPLOYEES, AGENTS AND PROPERTY: (THE FOLLOWING PROVISIONS DO NOT APPLY TO SERVICES RENDERED WITHIN THE JURISDICTION OF THE COURTS OF THE STATE OF LOUISIANA AND WHICH ARE OF THE TYPES DESCRIBED IN LOUISIANA REVISED STATUTES SECTION 9:2780, ET SEQ., OR ITS SUCCESSORS) COMPANY SHALL UNCONDITIONALLY INDEMNIFY AND HOLD CONTRACTOR HARMLESS FROM AND AGAINST ALL CLAIMS (WHETHER OR NOT THERE BE ANY BASIS IN LAW OR IN FACT FOR SAME) ARISING OUT OF OR RELATED TO INJURY TO ANY EMPLOYEE OR AGENT OF COMPANY (INCLUDING BUT NOT LIMITED TO BODILY INJURY, ILLNESS, DISEASE, DEATH, AND LOSS OF SERVICES AND WAGES) OR LOSS OF OR DAMAGE TO ANY PROPERTY OF COMPANY OR ANY OF ITS EMPLOYEES OR AGENTS, OCCURRING IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THIS CONTRACT. THIS INDEMNITY SHALL APPLY WHETHER OR NOT CONTRACTOR WAS OR IS CLAIMED TO BE PASSIVELY, ACTIVELY, SOLELY, JOINTLY OR CONCURRENTLY NEGLIGENT AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT IS IMPOSED OR SOUGHT TO BE IMPOSED ON CONTRACTOR. COMPANY SHALL DEFEND ANY AND ALL SUCH CLAIMS AT ITS SOLE EXPENSE AND SHALL BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, BUT MAY INVESTIGATE, NEGOTIATE AND SETTLE ANY SUCH CLAIM AS IT DEEMS EXPEDIENT.**

(c) THE INDEMNITIES IN THIS CONTRACT COVER RECOVERY OF ALL EXPENSES WHICH MAY BE INCURRED BY THE INDEMNITEE INCLUDING ATTORNEY'S FEES AND COSTS,. THE INDEMNITIES IN THIS CONTRACT ARE LIMITED TO THE EXTENT NECESSARY TO COMPLY WITH ANY APPLICABLE STATE OR FEDERAL LAW AND THIS CONTRACT IS DEEMED TO BE AMENDED SO AS TO COMPLY WITH THOSE LAWS TO THE EXTENT THEIR REQUIREMENTS ARE AT VARIANCE WITH THESE TERMS AND CONDITIONS.

16. Insurance: CONTRACTOR agrees to procure and maintain, and shall require its contractors and/or subcontractors to procure and maintain, insurance coverage with reputable insurers. All insurance policies procured and maintained by CONTRACTOR and any subcontractors must be written with insurance companies licensed to do business in the state where the work will be performed, and carry a rating of A- VI or better as shown in the most current issue of A.M. Best's Key Rating Guide, under forms of policies satisfactory to COMPANY, in the kinds and amounts as set forth below:

(a) Worker's Compensation Insurance, including occupational disease coverage, in accordance with the benefits afforded by the statutory worker's compensation acts applicable to the state, territory or district of hire, supervision or place of accident and including, when applicable, full coverage for maritime obligations, the United States Longshoremen's and Harbor Worker's Compensation Act, Outer Continental Shelf Lands Act, the Jones Act, and Death on the High Seas Act. (Sole proprietorships with no employees falling within the jurisdiction of any statutory worker's compensation act must so certify to COMPANY in writing.)

(b) Employer's Liability Insurance in an amount not less than $1,000,000 each accident, $500,000 disease each employee and $500,000 disease policy limit, except for offshore work or other work entailing maritime or U.S. Longshoremen's and Harbor Worker's Compensation Act obligations, in which case limits shall be carried of not less than $1,000,000 each accident, $1,000,000 disease each employee and $1,000,000 disease policy limit.

services or materials being reduced. Whenever any such event shall occur, the party prevented from performing its obligation must give written notice of that event to the other party as soon as possible.

13. LIENS: CONTRACTOR shall keep the premises and work free of all mechanic's and materialmen's liens, claims and encumbrances. CONTRACTOR agrees that final payment shall not become due and payable to CONTRACTOR until CONTRACTOR shall deliver to COMPANY satisfactory releases, satisfactions or waivers of all mechanic's and materialmen's liens, claims and encumbrances connected with performance under this Contract if requested to do so by COMPANY. Final payment to CONTRACTOR shall not relieve CONTRACTOR of its obligation to discharge any lien filed before or after CONTRACTOR is paid for services under this Contract.

14. COMPLIANCE WITH LAW AND COMPANY'S SAFETY REQUIREMENTS: CONTRACTOR represents and agrees that it will fully comply with all Federal, State and local laws, ordinances, codes, rules, regulations, and standards applicable to CONTRACTOR's performance of this Contract, specifically including, but not limited to:

(a) laws pertaining to the employment of CONTRACTOR's employees including payment of all Federal, State and local taxes or contributions and making all required withholdings;

(b) laws relating to the training, health and safety of the CONTRACTOR's employees including all regulations and standards promulgated under the Occupational Safety and Health Act of 1970, as amended;

(c) laws relating to the protection of the environment including those related to the transportation or disposal of waste and the transportation, use or disposal of hazardous or toxic substances.

(d) the following provisions contained in the Code of Federal Regulations (including any revision and redesignation thereof) which are incorporated herein by reference: 41 C.F.R. § 60 - 1.8 (Certification of Non-Segregated Facilities); 48 C.F.R. § 52.203-6 (Subcontractor Sales to Government); 48 C.F.R. §§ 52.219-8 and 52.219-9 (Utilization of Small and Disadvantaged Business Concerns); 48 C.F.R. § 52.219-13 (Utilization of Women-Owned Business Concerns); 48 C.F.R. §§ 22.804-1 and 52.222-26 and 41 C.F.R. § 60-1.4 (Equal Opportunity); 48 C.F.R. §§ 52.222-35 and 52.222-37 and 41 C.F.R. § 60-250.4 (Disabled and Vietnam Era Veterans); 48 C.F.R. § 52.222-36 and 41 C.F.R. § 60-741.4 (Handicapped Workers); 48 C.F.R. § 52.223-2 (Clean Air and Water); 48 C.F.R. § 52.223-3 (Hazardous Material Identification and Material Safety Data); all other applicable sections contained in 41 C.F.R. Chapter 60. Contractor also agrees (i) that no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this Contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing and (ii) to insert the substance of the provisions of this paragraph into any nonexempt subcontract or purchase order as required.

Contractor further certifies and agrees that none of its employees, or employees of its subcontractors, who perform work under this Agreement are unauthorized aliens as defined in the Immigration Reform and Control Act of 1986 ("IRCA"), and Contractor, if not an individual, shall defend, indemnify and hold Company harmless from any and all liability incurred by or sought to be imposed on Company as a result of Contractor's failure to comply with this certification. Contractor further agrees to obtain a certification from its subcontractors performing work related to this Contract that none of their employees are unauthorized aliens as defined by the IRCA and that such subcontractors comply with the statute.

In addition, CONTRACTOR agrees to fully comply with all safety and security regulations, standards and procedures of the COMPANY which include drug and alcohol abuse policies applicable to all COMPANY property.

15. INDEMNITIES:

(a) CONTRACTOR's Indemnities: CONTRACTOR shall defend, indemnify and hold harmless COMPANY, its affiliates and its subsidiaries, partners, co-owners and joint venturers and its and their officers, directors, agents, employees and invitees (wherever COMPANY is referred to in this Section 15(a), such reference shall include such other parties) from and against the following:

(i) CONTRACTOR's fault or negligence: Except as to matters within the scope of Sections 15(a)(ii) and 15(b)(ii), CONTRACTOR shall defend, indemnify and hold COMPANY, harmless from and against all liability, costs, expenses, damages, claims, suits and demands (hereinafter collectively referred to in Sections 15(a) and 15(b) as "Claims") arising out of or related to injury to, illness or death of any person or loss of or damage to any property, occurring in connection with the performance or nonperformance of this Contract, to the extent of CONTRACTOR's fault, liability without fault or negligence;

(ii) **CONTRACTOR'S EMPLOYEES, AGENTS AND PROPERTY: (THE FOLLOWING PROVISIONS DO NOT APPLY TO SERVICES RENDERED WITHIN THE JURISDICTION OF THE COURTS OF THE STATE OF LOUISIANA AND WHICH ARE OF THE TYPES DESCRIBED IN LOUISIANA REVISED STATUTES SECTION 9:2780, ET SEQ., OR ITS SUCCESSORS) CONTRACTOR SHALL UNCONDITIONALLY INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS (WHETHER OR NOT THERE BE ANY BASIS IN LAW OR IN FACT FOR SAME) ARISING OUT OF OR RELATED TO INJURY TO ANY EMPLOYEE OR AGENT OF CONTRACTOR OR ANY OF CONTRACTOR'S SUBCONTRACTORS (INCLUDING BUT NOT LIMITED TO BODILY INJURY, ILLNESS, DISEASE, DEATH, AND LOSS OF SERVICES AND WAGES) OR LOSS OF OR DAMAGE TO ANY PROPERTY OF CONTRACTOR, ANY OF ITS SUBCONTRACTORS OR ANY OF THEIR EMPLOYEES OR AGENTS,**

20. ASSIGNMENT: This Contract sh[redacted] binding on the parties, their successors and assign[redacted] ONTRACTOR shall not assign this Contract or any of CONTRACTOR's rights or obligations und[redacted] his Contract without prior written approval of COMPANY.

21. CHOICE OF LAW: **COMPANY HAS ITS HEADQUARTERS IN TEXAS AND THE PARTIES AGREE THAT THIS CONTRACT SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS.**

22. SURVIVAL: The provisions of this Contract covering warranty, indemnity and insurance (found within Sections 8, 15 and 16 respectively) are continuing obligations which shall survive completion and acceptance of the services or the termination of this Contract, howsoever brought about.

23. WAIVER: No waiver by either party of the performance of any provision, condition or requirement herein shall be deemed to be a waiver of, or in any manner release the other party from, performance of any other provision, condition or requirement herein; nor shall it be deemed to be a waiver of, or in any manner release the other party from future performance of the same provision, condition, or requirement; nor shall any delay or omission of a party in exercising any right hereunder in any manner impair the exercise of any such right or any like right accruing to it thereafter. No waiver shall be effective unless made in writing and signed by the party to be charged with such waiver.

24. VALIDITY: If any provision of this Agreement is held to be illegal, invalid, or unenforceable and such invalidity or unenforceability does not have a material and substantial negative impact on the rights, duties and obligations of either party hereto (i) such provision will be fully severable, (ii) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and (iii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, (1) in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and as may be legal, valid, and enforceable and (2) such illegality, invalidity or unenforceability shall not affect the validity or enforceability in that jurisdiction of any other provision of this Agreement nor the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

25. ENTIRE AGREEMENT: This Contract supersedes and cancels all prior agreements or understandings (written or oral) between CONTRACTOR and COMPANY in respect of the services and related materials to be provided by CONTRACTOR to COMPANY under this Contract.

DYNEGY MIDSTREAM SERVICES,
LIMITED PARTNERSHIP
By: Dynegy Midstream G.P., Inc.,
Its general partner

By: _____
(Signature)
A. H. Sethna
(Printed/Typed Name)
Contracts Administrator
(Title)

_____
(Witness Signature)

CONTRACTOR:

By _____
(Signature)
Barry J. Thibodeaux
(Printed/Typed Name)
President
(Title)

_____
(Witness Signature)

CONTRACTOR'S INCORPORATION STATUS:

Incorporated	(X)
Not Incorporated	( )

CONTRACTOR'S TAXPAYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER:
72-1334322

CONTRACTOR'S CORPORATE ADDRESS:
2809 E. Judge Perez Drive
(Street)
P.O. Box 949
(Box)
Meraux, LA 70075

(504) 279-9930
(Telephone Number)

CONTRCTOR'S STATE LICENSE NO.
(where required by state law)
Louisiana License #31250

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(c) Commercial General Liability Insurance with a single limit of liability for bodily injury or property damage of $1,000,000, such coverage to include products/completed operations liability, explosion, collapse and underground damage liability (xcu), contractual liability covering the obligations assumed by CONTRACTOR herein, and, when requested by COMPANY, sudden and accidental pollution liability with respect to CONTRACTOR and its subcontractors.

(d) Business Automobile Liability Insurance covering all owned, non-owned and hired motor vehicles used in the performance of this Contract, with limits of not less than $500,000 combined single limit.

(e) When requested by COMPANY, excess liability insurance with limits of not less than $2,000,000 per occurrence and in the aggregate providing additional limits of insurance to the coverage described in paragraphs (b),(c) and (d) above.

(f) If the scope of work necessitates the use of aircraft by Contractor, Aircraft Liability Insurance covering all owned, nonowned, or hired aircraft used in connection with the performance of this Contract, as well as Guest Voluntary Settlement, with limits of not less than $5,000,000 per occurrence.

(g) If CONTRACTOR uses marine craft in performing work hereunder, Protection and Indemnity (P&I) Insurance, including coverage for injuries to or death of masters, mates and crews of vessels, and excess collision liability with a minimum limit of not less than five million dollars ($5,000,000) per occurrence, or the value of the hull, whichever is greater; Hull & Machinery insurance, including full collision liability, in an amount equal to the fair market value of each vessel that is owned and/or chartered by CONTRACTOR and used in connection with the performance of this Contract. CONTRACTOR may cover its obligation for loss of life or bodily injury to the crew of the vessel by extension of the Workers' Compensation Insurance under (a) above.

(h) If CONTRACTOR will be providing any kind of design and/or construction services, a Payment and Performance Bond may be required based on COMPANY'S review of CONTRACTOR's financial strength.

IT IS UNDERSTOOD AND AGREED THAT THE INSURANCE REQUIREMENTS SET FORTH IN THIS SECTION SHALL IN NO WAY LIMIT CONTRACTOR'S LIABILITY UNDER THIS CONTRACT NOR SHALL THEY BE CONSTRUED TO BE THE ULTIMATE TYPES AND AMOUNTS OF INSURANCE CONTRACTOR SHOULD MAINTAIN TO ADEQUATELY COVER ITSELF FROM THE HAZARDS OF ITS OCCUPATION.

It is further expressly agreed by CONTRACTOR that any and all premiums and deductibles and/or any other charges due with respect to such policies of insurance shall be assumed by, for the account of and at CONTRACTOR's sole risk.

All policies of insurance referred to herein, with the exception of Workers' Compensation and Employer's Liability, shall name Dynegy Inc. its affiliates and its subsidiaries as an Additional Insured as respects the work performed under this Contract, and shall contain a Contractual Liability Endorsement and a "Cross-Liability" or "Severability of Interest" clause or endorsement. Further, all of the above insurance policies shall contain provisions that no cancellation or material change shall become effective except on thirty (30) days prior written notice to COMPANY.

All policies of insurance referred to herein must be written on an Occurrence Basis and endorsed to be Primary to any other insurance policies carried by COMPANY with respect to CONTRACTORS operations. CONTRACTOR shall provide to COMPANY a certified copy of any and all applicable insurance policies upon request by COMPANY. Upon renewal of insurance policies, CONTRACTOR must provide new Certificates of Insurance to COMPANY prior to policy expiration, until work under this Contract is completed. COMPANY must be notified immediately upon knowledge of possible damage claims that might cause a reduction below seventy-five percent (75%) of any aggregate limit of any policy.

Except where prohibited by law, all policies of insurance pertaining to work performed under this Contract which are procured, held or maintained by CONTRACTOR and each of its subcontractors, whether required by this Contract or not, shall be endorsed to provide that the underwriters or insurers waive any and all rights of subrogation against Dynegy Inc. its affiliates and its subsidiaries co-owners, partners and joint venturers, and its and their officers, directors, agents, employees and invitees.

Prior to work commencing under this Contract, CONTRACTOR shall provide to COMPANY Certificates of Insurance for itself and each of its subcontractors signed by an authorized representative evidencing the coverages, limits, endorsements and extensions required herein.

17. TAXES: The On File Rates provided pursuant to this Contract shall be deemed to include all applicable sales and excise taxes unless the documents evidencing same expressly state that the prices quoted are exclusive of sales and excise taxes. Where prices are quoted as exclusive of such taxes, the applicable taxes shall be invoiced by CONTRACTOR as a separate line item and paid by COMPANY unless COMPANY presents evidence of exemption from the applicable tax. CONTRACTOR shall indemnify and hold COMPANY harmless from any liability and expense by reason of CONTRACTOR's failure to pay such taxes.

18. AUDIT: CONTRACTOR agrees that all records pertaining to charges made to COMPANY under this Contract will be subject to audit by representatives of COMPANY. CONTRACTOR will retain supporting records, including payroll registers, canceled payroll checks, 1099 forms and the like, for a minimum period of three (3) years from the date of completion of all work under this Contract.

19. ANTIKICKBACK: CONTRACTOR represents that no unrecited consideration, kickbacks, fees, payments or things of value above what is ordinarily encountered in usual and customary business practices and what is permitted by any applicable antikickback law, were given to or requested by any COMPANY employee as an inducement to enter into or continue this Contract, and that CONTRACTOR further agrees to immediately report any such request, demand or occurrence by any COMPANY employee to: Office of General Counsel, Dynegy Inc., 1000 Louisiana, Suite 5800, Houston, Texas 77002; Telephone (713) 507-6400; Facsimile/telecopier (713) 507-6808.

RIDER 1
MASTER SERVICE AGREEMENT NO. ESA-3401

From time to time, CONTRACTOR may be requested under the terms of the above referenced Master Service Agreement to provide services at the Venice, Louisiana facility ("Venice Facility") which is owned by Venice Energy Services Company, L.L.C. ("VESCO") and operated by DYNEGY for VESCO. CONTRACTOR and DYNEGY agree that Section 15, Insurance, of the above referenced Master Service Agreement shall be amended as follows with respect to any orders for services to be performed by CONTRACTOR at the Venice Facility.

Sections 13(e) is deleted in its entirety and replaced with the following:

(e) Umbrella Liability insurance with limits of not less than $5,000,000 per occurrence and in the aggregate providing additional limits of insurance to the coverage described in paragraphs 15(b), (c) and (d).

Third paragraph after Item 13(g) is deleted in its entirety and replaced with the following:

All policies of insurance referred to in this Section 13, with the exception of Workers' Compensation and Employers' Liability, shall name VESCO and DYNEGY, Chevron U.S.A. Inc., Enterprise Products Operating L.P., Koch Energy Services Company, Venice Gathering Company, and all of their respective employees, officers, directors, agents, successors and assigns (collectively the "VESCO Members") as an Additional Insured with respect to the services provided under this Contract, and shall contain a Contractual Liability Endorsement and a "Cross-Liability" or "Severability of Interest" clause or endorsement. Further, all of the insurance policies referred to in this Section 15 shall contain provisions that no cancellation or material change shall become effective except on thirty (30) days prior written notice to DYNEGY.

Fifth paragraph after Item 13(g) is deleted in its entirety and replaced with the following:

Except where prohibited by law, all policies of insurance pertaining to work performed under this Contract which are procured, held or maintained by CONTRACTOR and each of its subcontractors, whether required by this Contract or not, shall be endorsed to provide that the underwriters or insurers waive any and all rights of subrogation against VESCO and the VESCO Members.

COMPANY
Dynegy Midstream Services, Limited Partnership

BY: A. H. Sethna

NAME: A. H. Sethna

TITLE: Contracts Administrator

March 7, 2003
(Date)

CONTRACTOR
United States Environmental Service, LLC

BY: Barry J. Thibodeaux

NAME: BARRY J. THIBODEAUX

TITLE: PRESIDENT

3/9/03
(Date)

Contract #ESA-3401

ENVIRONMENTAL SERVICES AGREEMENT

DYNEGY MIDSTREAM SERVICES, LIMITED PARTNERSHIP ("COMPANY"), with an office at 1000 Louisiana, Ste. 5800, Houston, TX 77002, and United States Environmental Services, LLC ("**CONTRACTOR**") with an office at 2809 Judge Perez Dr., Meraux, LA 70075, agree as of August 20, 2001, as follows:

1. It is anticipated that from time to time during the term of this Agreement, **COMPANY** will request **CONTRACTOR** to provide personnel, equipment and facilities necessary to perform environmental emergency response services with respect to spills, leaks and other releases of substances, and to provide other services as set forth in Paragraph 3 of this Agreement (the "**SERVICES**").

   Requests for **SERVICES** which vary the terms of this Agreement or are at rates or prices other than the On File Rates (as defined in Paragraph 2 herein) may only be placed in a written order signed by COMPANY substantially in the form of the sample "MSA Release Order" attached to this Agreement.

   A request for SERVICES may be made pursuant to the terms of this Contract by **COMPANY** or by any of the entities listed in Attachment 1 to this Agreement. **CONTRACTOR** agrees that upon receipt of a written or verbal request for SERVICES or MSA Release Order from any of the entities listed in Attachment 1 to this Agreement, this Agreement shall then serve as the agreement between **CONTRACTOR** and the entity making such request, such entity that made the request shall be the "**COMPANY**" hereunder for purposes of such request, and this Agreement shall not be construed as a guaranty of the requesting entity's payment or performance obligations hereunder by either NGC Corporation or any of its subsidiaries other than the entity making the request. **COMPANY** may, from time to time, amend Attachment 1 to add or delete legal entities authorized to request SERVICES under this Agreement and such amendment shall be effective as of the date shown on the new Attachment 1 provided that same is delivered to **CONTRACTOR** within 30 days after such effective date. If such a new Attachment 1 is delivered to **CONTRACTOR** more than 30 days after the effective date stated therein, it shall only be binding on **CONTRACTOR** upon receipt of notice of such amendment from **COMPANY**.

   CONTRACTOR may agree to perform the **SERVICES** or advise **COMPANY** it does not desire to perform the requested **SERVICES**. If **CONTRACTOR** agrees to perform the **SERVICES,** such **SERVICES** shall be performed in a lawful, safe and prudent manner under the terms of this Agreement, and as specified in any MSA Release Order. If **CONTRACTOR** does not desire to perform the requested **SERVICES, CONTRACTOR** shall make every reasonable effort to refer **COMPANY** to appropriate individuals and organizations. This Agreement shall not obligate **COMPANY** to request **SERVICES** from **CONTRACTOR,** nor obligate **CONTRACTOR** to agree to perform such **SERVICES.**

2. **CONTRACTOR** shall be compensated for **SERVICES** in accordance with **CONTRACTOR'S** published schedule of rates which is on file in the **COMPANY'S** office on the date **SERVICES** are initially requested ("**ON FILE RATES**"). The **ON FILE RATES** in effect on the date of this

Agreement are set forth in Exhibit A hereto. **CONTRACTOR** shall submit to **COMPANY** by the end of each calendar month in which **CONTRACTOR** provides **SERVICES** a statement for the compensation payable as a result of **SERVICES** provided during such month. The statement shall be in quadruplicate, and shall be itemized in such form, and accompanied by such supporting documents, as may be specified from time to time by **COMPANY**. Such compensation shall be the full compensation due to **CONTRACTOR** and shall include all taxes, wages, cost of any type and profits that are incidental to **CONTRACTOR'S** performance of the **SERVICES** unless applicable law specifically provides for direct payment by **COMPANY**. **COMPANY** shall pay to **CONTRACTOR** the amount payable under such statement by check mailed within thirty (30) days of receipt of the statement.

3. The **SERVICES** which **CONTRACTOR** may be requested to perform include, without limitation, the following:

   (i) the transportation, storage, treatment, disposal or recycling of waste or other secondary materials;

   (ii) the prompt arrival by **CONTRACTOR** at the location of a spilled, leaked or otherwise released substance;

   (iii) the containment, neutralization, decontamination, recovery, cleanup and repackaging of the substance; and

   (iv) site restoration.

   The particular **SERVICES** requested of **CONTRACTOR** at a given location shall be detailed in **COMPANY'S** request. The request, manifest or other documents provided by **COMPANY** to **CONTRACTOR** shall also describe the material involved with the **SERVICES**. **CONTRACTOR** agrees to provide **SERVICES** upon verbal request relating to spills on an as-called basis, twenty-four (24) hours per day, seven (7) days per week for the term of this Agreement.

4. **CONTRACTOR** shall perform the **SERVICES** in a lawful, safe, diligent and workmanlike manner and take all necessary precautions to protect persons and property from damage or injury. If **SERVICES** are to be undertaken on **COMPANY** premises, **CONTRACTOR** shall comply with **COMPANY'S** safety procedures. **CONTRACTOR** is and shall perform under this Agreement as an independent contractor and as such shall have and maintain exclusive control and direction over all its employees, agents, subcontractors, and operations. **CONTRACTOR**, its subcontractors or anyone employed thereby shall not be, act as, purport to act as or be deemed to be **COMPANY'S** agent, representative, employee or servant. **CONTRACTOR** assumes full and exclusive responsibility for payment of all compensation, benefits, premiums, contributions, payroll taxes, and other taxes now or hereafter required by any law or regulation as to all personnel engaged in the performance of this Agreement.

5. When **CONTRACTOR** is requested to perform **SERVICES**, **CONTRACTOR** shall advise **COMPANY** the specific timing and methods it will use in connection with its performance hereunder.

Upon completion of **SERVICES**, **CONTRACTOR** shall leave the area clean and free of all tools, equipment, waste and rubbish.

6. **CONTRACTOR** warrants that the equipment and facilities provided by it to perform **SERVICES** are suitable to perform such **SERVICES** and that all personnel are properly trained. **CONTRACTOR** acknowledges that it is aware of and understands the hazardous nature of the substances which may be involved with the **SERVICES** and the risks which are presented to persons, property and the environment. **CONTRACTOR** shall perform all **SERVICES** hereunder in full compliance with all applicable governmental laws, regulations, orders and official statements of policy. **CONTRACTOR** warrants that if **CONTRACTOR** owns or controls the facility to which waste or other materials will be delivered, the facility will be licensed and permitted to receive, treat, store and/or dispose of such waste or other materials. **CONTRACTOR** shall obtain **COMPANY'S** consent prior to the use of any treatment, storage, disposal or recycling facility; substances received by **CONTRACTOR** hereunder shall not be diverted without the written consent of **COMPANY**. **CONTRACTOR** shall make its own determination as to the precautions appropriate for any substance, but **CONTRACTOR** shall accept **COMPANY'S** determination in a given situation that a substance is to be managed as a hazardous waste and handle it accordingly, whether or not that particular substance meets the definition of hazardous waste under applicable laws and regulations.

7. If **SERVICES** include transportation of substances, **CONTRACTOR** agrees to instruct all truck drivers as to the proper procedures to be used and the precautions to be followed in handling the substance and transporting it. **CONTRACTOR** shall use an appropriate manifest system which meets all Department of Transportation, United States Environmental Protection Agency and other applicable legal requirements. **CONTRACTOR** warrants that it is duly licensed to receive the substance which is the subject of any agreed upon request for **SERVICES**, and that the drivers supplied by **CONTRACTOR** will be fully trained, authorized, equipped and licensed and the trucks supplied will be equipped and licensed to carry any such substance, in accordance with all applicable hazardous substance or waste industry safety precautions and all applicable federal, state or local laws and regulations. All trucks and other equipment used by **CONTRACTOR** for performance of the **SERVICES** shall be in first class operating condition, shall be suitable for the particular **SERVICES** requested and shall be periodically inspected and timely maintained.

8. **CONTRACTOR**, when requested by **COMPANY**, shall provide **COMPANY** with copies of all documents relating to the **SERVICES**, including the handling, transportation, storage, treatment and disposal of material hereunder and related licenses and permits issued by governmental authorities and correspondence and applications relating thereto. **CONTRACTOR** shall notify **COMPANY** if (a) **CONTRACTOR** is served with notice of significant violation of any law, regulation, permit or license which relates to **SERVICES**; (b) proceedings are commenced which could lead to revocation of permits or licenses which relate to **SERVICES**; (c) permits, licenses or other government authorizations relating to **SERVICES** are revoked; (d) litigation is commenced against **CONTRACTOR** which could affect the **SERVICES**; or (e) **CONTRACTOR** becomes aware that its equipment or any facilities which are used or proposed to be used are not in compliance, or may fail to comply in the future, with applicable laws or regulations.

9. **COMPANY**, without in any way relieving **CONTRACTOR** of its obligations and without assuming any responsibility, may also at its expense inspect and test the equipment, procedures and facilities

used or proposed for use by **CONTRACTOR** for **SERVICES**. If the **COMPANY** should determine that the equipment, procedures or facilities are unsafe or otherwise inappropriate, **COMPANY** may suspend performance of requested **SERVICES** until the condition is fully corrected. If this condition is not fully corrected within a reasonable time, the **COMPANY** may terminate this Agreement and/or its request for **SERVICES**.

10. **COMPANY** MAKES NO WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, concerning any materials with respect to which **COMPANY** may request **SERVICES** other than the following: **COMPANY** warrants that it has title, free of any claim or encumbrance by others, to any such material, and that **COMPANY** is under no legal restraint which would prohibit transfer of title and delivery of any such material by **COMPANY** to **CONTRACTOR**. **COMPANY** also warrants that to the best of **COMPANY'S** knowledge, based on reasonable information, investigation and belief, the material either will have the composition and characteristics described in **COMPANY'S** request for **SERVICES**, or in the manifest or other documents given to and accepted by **CONTRACTOR**, or, if nonconforming, the material will not significantly increase either the nature or extent of the hazard or risk undertaken by **CONTRACTOR** in agreeing to perform the **SERVICES** or be such that the agreed upon facilities can no longer be legally used or agreed upon **SERVICES** be legally performed. It is understood that **COMPANY** cannot and does not warrant that material will be absolutely free of unidentified contaminants. **CONTRACTOR** shall notify **COMPANY** within forty-eight (48) hours of the discovery of material in breach of the foregoing warranties. If the material is in **CONTRACTOR'S** possession, the parties shall promptly agree upon a lawful manner of disposition which will properly protect **CONTRACTOR** from the increased hazard or risk referred to above but at the lowest cost practical under the circumstances. **COMPANY** shall reimburse **CONTRACTOR** for the net costs necessarily so incurred.

Title and Risk of Loss. Title and risk of loss with respect to material that **CONTRACTOR** agrees to handle, store, treat, recycle or dispose of shall pass from **COMPANY** as follows:

(a) In the event **COMPANY** assumes responsibility for transporting the material to the storage, treatment, recycling or disposal facility, title and risk of loss with respect to the material shall be and remain with **COMPANY** until the material is accepted by **CONTRACTOR**.

(b) In the event **CONTRACTOR** or a third party (whether paid by **COMPANY** or **CONTRACTOR**) assumes responsibility for transporting the material to the storage, treatment, recycling or disposal facility, title and risk of loss with respect to the material shall be and remain with **COMPANY** until the material is loaded into transporting trucks or rail cars provided by or at the request of **CONTRACTOR**, at which time title and risk of loss shall pass to **CONTRACTOR**.

Sampling and Analysis. Before accepting material from **COMPANY**, **CONTRACTOR** may require satisfactory completion of the following quality assurance procedures. These procedures include the following:

(a) Pre-shipment. Prior to shipments, **COMPANY** will, at **CONTRACTOR'S** request, complete a pre-qualification application for all material to be processed. The pre-qualification application and a representative sample of the proposed material will be reviewed and

analyzed by **CONTRACTOR** to determine whether the material meets specifications. If the material meets specifications, **CONTRACTOR** will allow the material to be shipped.

(b) Arrival. Every load of material that arrives at **CONTRACTOR'S** facility will be inspected and its physical characteristics analyzed to ensure that the material is the same as the material contained in the pre-shipment sample. In addition, representative grab samples of material may be taken from each truck or rail car load and tested to determine if it conforms to the warranty made by **COMPANY** in Section 10. Containers will be examined for structural integrity and counted and compared with the number reported on the incoming shipment.

Sampling and Analysis Methods and Procedures. The sampling and testing by **CONTRACTOR** shall be performed in accordance with methods and procedures equivalent to the Test Methods for the Evaluation of Solid Waste, Physical/Chemical Methods SW846.

Acceptance of Material. If on arrival at the designated facility the shipment is found not to be materially different from the pre-shipment sample and conforms with the warranty made by **COMPANY** in Section 10, the shipment shall be deemed accepted.

Revocation of Acceptance. In the event that after a load of material is accepted by **CONTRACTOR**, all or any portion of the material in the load is determined by **CONTRACTOR** to not be in conformance with the warranty made by **COMPANY** in Section 10, **CONTRACTOR** may revoke acceptance of the material by giving written notice to **COMPANY** which shall include the reasons for revocation and supporting analytical data. A revocation of acceptance shall operate to re-vest title, risk of loss and all other incidents of ownership in and to the rejected material in **COMPANY** effective as of the date **CONTRACTOR** gives notice to **COMPANY** of such revocation.

Obligations With Respect to Rejected Material. Material transported to **CONTRACTOR'S** facility that is not accepted by **CONTRACTOR**, and material accepted by **CONTRACTOR** and subsequently rejected in accordance with the foregoing provisions, shall be prepared for lawful disposition by agreement of the parties. Pending agreement on disposition **CONTRACTOR** shall retain possession of the material. If retaining possession of the material causes **CONTRACTOR** to be in violation of the law, **CONTRACTOR** shall immediately notify **COMPANY** both verbally and in writing and if an agreement as to lawful disposition cannot be reached promptly, **CONTRACTOR** may send the materials to an interim storage facility. **COMPANY** shall pay **CONTRACTOR** all reasonable expenses and charges (including demurrage charges) incurred by **CONTRACTOR** for handling, loading, preparing, transporting or storing any material rejected in accordance with this Agreement.

11. Notwithstanding any provision in this Agreement to the contrary, **CONTRACTOR** shall defend, indemnify and save harmless **INDEMNITEES** from and against any and all claims, fines, loss, damage, liability for injury to or death of any person (including an employee of **CONTRACTOR** as an **INDEMNITEE**) or for loss of or damage to property, including reasonable attorneys' fees related to the foregoing, which arise out of the past, current or future operations at **CONTRACTOR'S** facility or which relates to environmental contamination or pollution at **CONTRACTOR'S** facility. **CONTRACTOR'S** facility as used herein includes but is not limited to all property contiguous with the units at which **COMPANY'S** materials are received, handled, stored, processed or disposed under this Agreement. This indemnification shall apply regardless of whether any such claim, fine, loss, damage or liability arises in connection with action by a government entity, private party or citizen group **AND SHALL APPLY WHETHER OR NOT AN INDEMNITEE WAS OR IS CLAIMED**

TO BE NEGLIGENT, WHETHER OR NOT LIABILITY WITHOUT FAULT IS IMPOSED OR SOUGHT TO BE IMPOSED ON AN INDEMNITEE OR WHETHER OR NOT AN INDEMNITEE ARRANGED OR IS CLAIMED TO HAVE ARRANGED FOR THE DISPOSAL OF HAZARDOUS SUBSTANCES OR TO HAVE CONTRIBUTED TO THE HANDLING, STORAGE, TREATMENT, TRANSPORTATION OR DISPOSAL OF SOLID OR HAZARDOUS WASTE AT CONTRACTOR'S FACILITY. THIS ADDITIONAL INDEMNIFICATION SHALL NOT APPLY WHERE SUCH CLAIM, FINE, LOSS, DAMAGE OR LIABILITY IS THE RESULT OF THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.

12. (a) CONTRACTOR's Indemnities: CONTRACTOR shall defend, indemnify and hold harmless COMPANY, its parent corporation, subsidiaries, affiliates, co-owners, partners and joint venturers and its and all of their officers, directors, agents, employees and invitees (hereinafter referred to collectively as "Company Indemnitees") as follows:

(i) CONTRACTOR's fault or negligence: except as to matters within the scope of (a)(ii) or (b)(ii) below, CONTRACTOR shall defend, indemnify and hold the COMPANY Indemnitees harmless from and against all liabilities, costs, expenses, damages, claims, suits and demands, whether or not there be any basis in law or in fact for same (collectively hereinafter referred to in this Article 12 as "Claims"), arising out of or related to injury to, illness or death of any person and loss of or damage to any property occurring in connection with or from the performance or nonperformance of this Agreement to the extent of CONTRACTOR's fault or negligence;

(ii) **CONTRACTOR'S EMPLOYEES, AGENTS AND PROPERTY: (THE FOLLOWING PROVISIONS DO NOT APPLY TO SERVICES RENDERED WITHIN THE JURISDICTION OF THE COURTS OF THE STATE OF LOUISIANA AND WHICH ARE OF THE TYPES DESCRIBED IN LOUISIANA REVISED STATUTES SECTION 9:2780, ET SEQ., OR ITS SUCCESSORS) CONTRACTOR SHALL UNCONDITIONALLY INDEMNIFY AND HOLD THE COMPANY INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS FOR INJURY TO ANY SUBCONTRACTOR, SERVANT, AGENT, OR EMPLOYEE OF CONTRACTOR (INCLUDING, BUT NOT LIMITED TO BODILY INJURY, ILLNESS, DISEASE, DEATH, OR LOSS OF SERVICES, PROPERTY OR WAGES) OR ANY PROPERTY LOSS OR DAMAGE SUFFERED BY CONTRACTOR, OR ANY OF ITS SUBCONTRACTORS, SERVANTS, AGENTS OR EMPLOYEES, REGARDLESS OF WHETHER OR NOT ANY SUCH CLAIM SHALL ARISE IN WHOLE OR IN PART FROM ANY SOLE OR CONCURRENT NEGLIGENCE OR LIABILITY WITHOUT FAULT ON THE PART OF ANY COMPANY INDEMNITEE. CONTRACTOR SHALL DEFEND ANY AND ALL SUCH CLAIMS AT ITS SOLE EXPENSE AND SHALL BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, BUT MAY INVESTIGATE, NEGOTIATE AND SETTLE ANY SUCH CLAIM AS IT DEEMS EXPEDIENT.**

The liability of CONTRACTOR under the indemnity and hold harmless provisions of this Agreement, or otherwise at law, shall not be limited to or by the insurance CONTRACTOR is required to provide under this Agreement.

(b) COMPANY's Indemnities: COMPANY shall defend, indemnify and hold harmless CONTRACTOR and its officers, directors, agents and employees (hereinafter collectively referred to as the "Contractor Indemnitees") as follows:

(i) COMPANY's fault or negligence: except as to matters within the scope of (a)(ii) or (b)(ii), COMPANY shall defend, indemnify and hold the CONTRACTOR Indemnitees harmless from and against all Claims arising out of or related to injury to, illness or death of any person and loss of or damage to any property occurring in connection with or from the performance or nonperformance of this Agreement to the extent of COMPANY's fault or negligence;

(ii) **COMPANY'S EMPLOYEES, AGENTS AND PROPERTY: (THE FOLLOWING PROVISIONS DO NOT APPLY TO SERVICES RENDERED WITHIN THE JURISDICTION OF THE COURTS OF THE STATE OF LOUISIANA AND WHICH ARE OF THE TYPES DESCRIBED IN LOUISIANA REVISED STATUTES SECTION 9:2780, ET SEQ., OR ITS SUCCESSORS) COMPANY SHALL UNCONDITIONALLY INDEMNIFY AND HOLD THE CONTRACTOR INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS FOR INJURY TO ANY SUBCONTRACTOR, SERVANT, AGENT, OR EMPLOYEE OF COMPANY (INCLUDING, BUT NOT LIMITED TO BODILY INJURY, ILLNESS, DISEASE, DEATH, OR LOSS OF SERVICES, PROPERTY OR WAGES) OR ANY PROPERTY LOSS OR DAMAGE SUFFERED BY COMPANY, OR ANY OF ITS CONTRACTORS, SERVANTS, AGENTS OR EMPLOYEES, REGARDLESS OF WHETHER OR NOT ANY SUCH CLAIM SHALL ARISE IN WHOLE OR IN PART FROM ANY SOLE OR CONCURRENT NEGLIGENCE OR LIABILITY WITHOUT FAULT ON THE PART OF ANY CONTRACTOR INDEMNITEE. COMPANY SHALL DEFEND ANY AND ALL SUCH CLAIMS AT ITS SOLE EXPENSE AND SHALL BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, BUT MAY INVESTIGATE, NEGOTIATE AND SETTLE ANY SUCH CLAIM AS IT DEEMS EXPEDIENT.**

(iii) Emission and Releases: Except as to claims that are within the scope of CONTRACTOR's indemnity in Paragraph 12(a)(ii) above, any Claims arising from the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere or on, onto, upon, in, or into the surface or subsurface of soil, water or water course, objects, or any tangible or intangible matter, abated or not.

(c) The indemnities in this Agreement cover recovery of all expenses which may be incurred by the Indemnitee including attorney's fees and costs. The indemnities in this agreement are limited to the extent necessary to comply with any applicable state or federal law and this Agreement is deemed to be amended so as to comply with those laws to the extent their requirements are at variance with these terms and conditions.

13. 13. CONTRACTOR agrees to procure and maintain, and shall require its subcontractors to procure and maintain, insurance coverage with insurance companies licensed to do business in the state where

the work will be performed and which carry a rating of A- VI or better as shown in the most current issue of A.M. Best's Key Rating Guide, under forms of policies satisfactory to COMPANY, in the kinds and amounts as set forth below:

(a) Worker's Compensation Insurance, including occupational disease coverage, in accordance with the benefits afforded by the statutory worker's compensation acts applicable to the state, territory or district of hire, supervision or place of accident and including, when applicable, full coverage for maritime obligations, the United States Longshoremen's and Harbor Worker's Compensation Act, Outer Continental Shelf Lands Act, the Jones Act, and Death On The High Seas Act. (Sole proprietorships with no employees falling within the jurisdiction of any statutory worker's compensation act must so certify to COMPANY in writing.)

(b) Employer's Liability Insurance in an amount not less than $500,000 each accident, $500,000 disease each employee and $500,000 disease policy limit, except for offshore work or other work entailing maritime or U.S. Longshoremen's and Harbor Worker's Compensation Act obligations, in which case limits shall be carried of not less than $1,000,000 each accident, $1,000,000 disease each employee and $1,000,000 disease policy limit.

(c) Commercial General Liability Insurance with a single limit of liability for bodily injury or property damage of $1,000,000, such coverage to include products/completed operations liability, explosion, collapse and underground damage liability (xcu), contractual liability covering the obligations assumed by CONTRACTOR under this Agreement and sudden and accidental pollution liability with respect to CONTRACTOR and its contractors and subcontractors.

(d) Automobile Liability Insurance covering all owned, non-owned and hired motor vehicles used in the performance of this contract, with limits of not less than $1,000,000 combined single limit.

(e) Excess liability insurance with limits of not less than $2,000,000 per occurrence and in the aggregate providing additional limits of insurance to the coverage described in paragraphs (b),(c) and (d) above.

(f) Aircraft Liability Insurance covering all owned, non-owned, or hired aircraft used in connection with the performance of this Contract with limits of not less than $5,000,000 per occurrence; protection and indemnity (d & I) insurance including excess collision liability with a minimum limit of $5,000,000 per occurrence as well as hull and machinery insurance, including full collision liability, in an amount equal to the fair market value of each vessel that is owned and/or chartered by CONTRACTOR and used in connection with the performance of this Agreement.

(g) If CONTRACTOR will be providing any kind of design and/or construction services, a Payment and Performance Bond may be required based on COMPANY'S review of CONTRACTOR's financial strength.

IT IS UNDERSTOOD AND AGREED THAT THE INSURANCE REQUIREMENTS SET FORTH IN THIS SECTION SHALL IN NO WAY LIMIT CONTRACTOR'S LIABILITY UNDER THIS AGREEMENT NOR SHALL THEY BE CONSTRUED TO BE THE ULTIMATE TYPES AND AMOUNTS OF INSURANCE CONTRACTOR SHOULD

MAINTAIN TO ADEQUATELY COVER ITSELF FROM THE HAZARDS OF ITS OCCUPATION.

It is further expressly agreed by CONTRACTOR that any and all premiums and deductibles in the above insurance policies shall be assumed by, for the account of and at CONTRACTOR's sole risk.

All policies of insurance referred to herein, with the exception of Workers' Compensation and Employer's Liability, shall name Dynegy Inc. its subsidiaries and affiliates as an Additional Insured with respect to the SERVICES provided under this Agreement. Further, all of the above insurance policies shall contain provisions that no cancellation or material change shall become effective except on thirty (30) days written notice to COMPANY.

All policies of insurance referred to herein must be written on an Occurrence Basis and endorsed to be Primary to any other insurance policies carried by COMPANY with respect to CONTRACTORS operations. CONTRACTOR shall provide to COMPANY a certified copy of any and all applicable insurance policies upon request by COMPANY. Upon renewal of insurance policies, CONTRACTOR must provide new Certificates of Insurance to COMPANY prior to policy expiration. COMPANY must be notified by CONTRACTOR immediately upon knowledge of possible damage claims that might cause a reduction below seventy-five percent (75%) of any aggregate limit of any policy.

Except where prohibited by law, all policies of insurance pertaining to the **SERVICES** provided under this Contract which are procured, held or maintained by CONTRACTOR and each of its subcontractors whether required by this Agreement or not, shall be endorsed to provide that the Underwriters or Insurers waive any and all rights of subrogation against the Company Indemnitees.

Prior to commencing work under this Agreement, CONTRACTOR shall provide to COMPANY certificates of insurance for itself and each of its subcontractors signed by an authorized representative evidencing the coverages, limits, endorsements and extensions required herein.

14. **CONTRACTOR** and its subcontractors and vendors, if any, shall maintain true and correct records in connection with their **SERVICES** and all transactions related thereto and shall retain all such records for at least thirty-six (36) months after the end of the calendar year in which **SERVICES** are performed. The **COMPANY** may from time to time, and at any time after the date of **SERVICES** and until twenty-four (24) months after the end of the calendar year in which **SERVICES** are performed, make an audit of all records of **CONTRACTOR** and its subcontractors and vendors in connection with all matters relating to **CONTRACTOR'S** performance of **SERVICES**, including but not limited to reimbursable costs and expenses. Such audit may also cover **CONTRACTOR'S** procedures and controls with respect to the costs and expenses to be reimbursed. Upon completion of this audit **COMPANY** shall pay **CONTRACTOR** any compensation due **CONTRACTOR** hereunder as shown by the audit. Any amount by which the total payment by **COMPANY** to **CONTRACTOR** exceeds the amount due **CONTRACTOR** as shown by the audit shall be returned to the **COMPANY**.

15. No director, employee or agent of **CONTRACTOR** or of any subcontractor or vendor of **CONTRACTOR** shall give or receive any commission, fee, rebate, gift or entertainment of significant cost or value in connection with **SERVICES** or enter into any business arrangement with any director, employee or agent of **COMPANY** or NGC Corporation or any subsidiary or affiliate of NGC

Corporation without **COMPANY'S** prior written agreement. **CONTRACTOR** shall promptly notify **COMPANY** of any violation of this section, and any consideration received as a result of such violation shall be paid over or credited to **COMPANY**. Additionally, if any violation of this section occurring prior to the date of this Agreement or the rendering of **SERVICES** hereunder resulted directly or indirectly in **COMPANY'S** consent to enter into this Agreement with **CONTRACTOR** or an **MSA RELEASE ORDER**, **COMPANY** may, at **COMPANY'S** sole option, terminate this Agreement or the **MSA RELEASE ORDER** at any time and, notwithstanding any other provision of this Agreement or **MSA RELEASE ORDER**, pay no compensation or reimbursement to **CONTRACTOR** whatsoever for any **SERVICES** performed after the date of termination. Any representative(s) authorized by **COMPANY** may audit any and all records of **CONTRACTOR** and any such subcontractor or vendor of Contractor in connection with **SERVICES** and all transactions related thereto for the sole purpose of determining whether there has been compliance with this section. **CONTRACTOR** shall assist **COMPANY** in making the above audits, and shall require all subcontractors and vendors to require, in all agreements in connection with **SERVICES**, the agreement of the parties to the provisions of this section.

16. **CONTRACTOR** shall promptly pay to **COMPANY** all costs and reasonable attorneys' fees in any legal action brought against **CONTRACTOR** based on a breach of this Agreement in which **COMPANY** prevails; **COMPANY** shall promptly pay to **CONTRACTOR** all costs and reasonable attorneys' fees in any legal action brought against **COMPANY** based on a breach of this Agreement in which **CONTRACTOR** prevails.

17. Neither this Agreement or a request for **SERVICES** nor money due **CONTRACTOR** hereunder shall be assigned, subcontracted or transferred in whole or in part by **CONTRACTOR**, voluntarily or by operation of law, except with the prior written consent of **COMPANY**, and any attempt to do so without such written consent shall be void.

18 In order for **CONTRACTOR** to perform **SERVICES** under this Agreement it may be necessary for **COMPANY** to disclose to **CONTRACTOR**, or **CONTRACTOR** may otherwise acquire, **COMPANY'S** confidential business or technical information (**"INFORMATION"**). **CONTRACTOR** will receive and maintain in confidence all **INFORMATION** and will prevent the disclosure of **INFORMATION** to others. **CONTRACTOR** will not use **INFORMATION** for any purpose other than the performance of **SERVICES** for **COMPANY**.

INFORMATION and all other work product developed by **CONTRACTOR** under this Agreement shall be **COMPANY'S** property and may be used, disclosed, or transferred by **COMPANY** in any manner it finds appropriate. Any and all such work product shall be turned over to **COMPANY** upon request or upon completion or termination of the **SERVICES**. **CONTRACTOR** will hold the same in confidence and neither disclose the same to others nor use the same for any purpose other than the performance of **SERVICES** for **COMPANY**. All inventions, discoveries, and improvements, patentable and unpatentable, that are made or conceived by **CONTRACTOR'S** personnel arising out of **SERVICES** performed under this Agreement, including all patent rights therein and all copyrights in materials related thereto, both domestic and foreign, shall belong to, and shall be assigned by such personnel to **COMPANY** or its designee. **CONTRACTOR** and/or **CONTRACTOR'S** personnel shall promptly and fully disclose all such inventions, discoveries and improvements to **COMPANY** and shall cooperate with **COMPANY** or its nominee as may be reasonably required in order to obtain

patent protection therefore, including the signing of assignments of inventions and patent rights therein, and the signing of any property affidavits, declarations, patent applications and the like. The general preparation and prosecution of patent applications shall be handled by **COMPANY** or its nominee, at **COMPANY'S** own expense. During such preparation and prosecution, **CONTRACTOR** and/or **CONTRACTOR'S** personnel shall be consulted only on technical features that may arise.

The provisions of Section 18 shall not apply to any portion of **INFORMATION**: (a) which was developed by **CONTRACTOR** and in **CONTRACTOR'S** possession prior to **CONTRACTOR'S** first receipt thereof directly or indirectly from **COMPANY**; (b) which is now or hereafter becomes through no act or failure to act on **CONTRACTOR'S** part generally available on a non-confidential basis to the petroleum or chemical industries; (c) which was heretofore or hereafter furnished to **CONTRACTOR** by others as a matter of right without restriction on disclosure; or (d) which is required by law to be publicly disclosed by **CONTRACTOR**; provided, however, that the occurrence of (a) or (b) or (c) above shall not be construed as granting any rights, express or implied, under any patents or otherwise. Information shall not be deemed to be within one of the foregoing exceptions if it is merely embraced by more general information available on a non-confidential basis or in your possession. In addition, any combination of features shall not be deemed to be within the foregoing exceptions unless the combination itself and its principle of operation are embraced by corresponding information which is within one of the foregoing exceptions.

CONTRACTOR warrants that each of its employees, agents, and subcontractors who participate in the performance of **SERVICES** or who have access to **INFORMATION** are obligated in a manner consistent with this section. The obligations of this section shall survive the termination of any request for **SERVICES** and the termination of this Agreement.

19. Unless this Agreement is exempted by federal law, rule, regulation or order, the following clauses contained in the Code of Federal Regulations are incorporated herein by reference: 48 C.F.R. Section 52.222-35 (Disabled and Vietnam Veterans); 48 C.F.R. Section 52.222-36 (Handicapped Workers); 48 C.F.R. Section 52.222-26 (Equal Opportunity); 48 C.F.R. Section 52.219-8 and 52.219-9 (Utilization of Small and Small Disadvantaged Business Concerns); 48 C.F.R. Section 52.219-13 (Utilization of Women-Owned Business Concerns) and 48 C.F.R. Section 52.223-3 (Hazardous Material Identification and Material Safety Data). Without limiting the generality of any other provision of this Agreement, **CONTRACTOR** also agrees (i) to comply with all the requirements of 48 C.F.R. Section 52.223-2 relating to Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Pub. L. 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract; (ii) that no portion of the work required by this Agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when a request for **SERVICES** is made unless and until the EPA eliminates the name of such facility or facilities from such listing; (iii) to use its best efforts to comply with clean air standards and clean water standards at the facility in which the **SERVICES** are being performed; and (iv) to insert the substance of the provisions of this clause into any nonexempt subcontract, including this paragraph. Unless previously provided, if the value of this Agreement exceeds $10,000, **CONTRACTOR** shall provide a Certificate of Nonsegregated Facilities to **COMPANY**.

CONTRACTOR warrants that none of its employees or employees of its subcontractors who provide **SERVICES** to **COMPANY** pursuant to this Agreement are unauthorized aliens as defined in the Immigration Reform Control Act of 1986, as amended and in regulations issued thereunder.

20. This Agreement is subject to the terms and conditions of **COMPANY'S** Illegal Drugs, Alcohol, and Firearms Policy.

21. This Agreement shall be in effect for one calendar year from the date written in the initial paragraph, and shall continue thereafter for successive one-year periods. Notwithstanding the foregoing, either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other party. Sections 11, 12, 13, 14 and 18 shall survive the termination of this Agreement.

22. **CONTRACTOR** acknowledges that **COMPANY** may, without obligation to **CONTRACTOR**, enter into agreements with others for the same or similar services to those covered by this Agreement. This Agreement does not terminate other agreements existing between **COMPANY** and **CONTRACTOR**.

23. The waiver by one party of any breach or default hereunder by the other party shall not operate or be construed as a waiver by that party of any other or subsequent breach or default. If any provision hereof is found to be illegal, invalid, or unenforceable, for any reason, such finding shall not affect the other provisions hereof.

24. All notices which are given or required to be given pursuant to this Agreement shall be hand-delivered or mailed postage-paid by registered or certified mail, return receipt requested, as follows:

COMPANY	Dynegy Midstream Services, Limited Partnership 1000 Louisiana, Suite 5800 Houston, Texas 77002 Attention: Arna Sethna
CONTRACTOR	United States Environmental Services, L.L.C. P. O. Box 949 Meraux, LA 70075 Attn: Barry Thibodeaux

Notwithstanding the foregoing, the parties may agree to designate a different contact and/or address and thereafter all notices shall be directed as indicated therein.

25. **ALLOCATION OF RISK**

CONTRACTOR and COMPANY acknowledge that, prior to the start of this Agreement, CONTRACTOR has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic or hazardous substance or other material found, identified, or as yet unknown at the any work site. CONTRACTOR and COMPANY further acknowledge and understand that the valuation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by CONTRACTOR, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. CONTRACTOR and COMPANY further acknowledge and understand that CONTRACTOR has not been retained to serve as an insurer of the safety for any work site of the COMPANY, third parties, or the public.

COMPANY acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the COMPANY's property value. Accordingly, COMPANY waives any claim against CONTRACTOR and agrees to indemnify, defend, and hold harmless CONTRACTOR and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss allegedly arising from procedures associated with environmental site assessment (ESA) activities or the discovery of actual or suspected hazardous materials or conditions, except to the extent resulting from, in whole or in part, any act or omission of CONTRACTOR or subcontractor, their representatives, agents, employees, and invitees.

COMPANY releases CONTRACTOR from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of CONTRACTOR or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any description, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to re-negotiation or termination. COMPANY further agrees that such discovery of unanticipated hazardous risks may require CONTRACTOR to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. COMPANY shall promptly notify CONTRACTOR upon discovery of such risks. COMPANY, however, hereby authorizes CONTRACTOR to take all measures CONTRACTOR believes necessary to protect CONTRACTOR and COMPANY personnel and the public. Furthermore, COMPANY agrees to compensate CONTRACTOR for any additional costs associated with such measures.

CONTRACTOR and COMPANY agree that the apportionment of the risk of loss and other limitations set forth in the Allocation of Risk provisions of this Agreement are essential terms of this Agreement and a condition of CONTRACTOR's willingness to perform the Services.

26. The following exhibits are attached hereto and hereby made a part hereof:

Exhibit A - Contractor's Price List.

27. This Agreement, including the Exhibit(s) hereto, comprises the entire agreement between **CONTRACTOR** and **COMPANY**, and there are no other agreements, understandings, promises or conditions, oral or written, express or implied, concerning the subject matter of this Agreement. This Agreement shall not be modified or terminated except by written instrument signed by authorized representatives of the parties hereto.

28. **THIS AGREEMENT SHALL BE PERFORMED, INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, NOTWITHSTANDING ANY CHOICE OF LAW PROVISIONS OR RULES WHICH MAY REQUIRE OR PERMIT THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. HARRIS COUNTY, TEXAS SHALL BE THE FORUM FOR ANY LITIGATION OR ARBITRATION RELATED TO THIS AGREEMENT.**

29. **EACH OF THE PARTIES HERETO SPECIFICALLY ACKNOWLEDGES AND AGREES (1) THAT IT HAS A DUTY TO READ THIS AGREEMENT AND THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS HEREOF, AND (2) THAT IT HAS IN FACT READ THIS AGREEMENT AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS AGREEMENT. EACH PARTY HERETO FURTHER AGREES THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEABILITY OF ANY PROVISION OF THIS AGREEMENT ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT SUCH PROVISION IS NOT "CONSPICUOUS".**

CONTRACTOR	COMPANY
UNITED STATES ENVIRONMENTAL SERVICES, LLC	**DYNEGY MIDSTREAM SERVICES, LIMITED PARTNERSHIP**
By: Barry J. Thibodeaux	BY: A.H. Sethna
NAME: BARRY J. THIBODEAUX	NAME: (A.H. Sethna)
TITLE: PRESIDENT	NAME:
DATE: AUG. 27, 2001	DATE: August 20, 2001

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ATTACHMENT 1

Operating Companies of Dynegy Inc.

Dynegy Crude Gathering and Marketing, Inc.
Dynegy Oil Trading and Transportation, Inc.
Dynegy Crude Gathering Services, Inc.
Dynegy Oil Pipeline Company
Dynegy Phantex Pipeline Company
Dynegy Arkansas Gathering, Inc.
Dynegy Energy, Inc.
Dynegy NGL Pipeline Company
Dynegy Midstream Pipeline, Inc.
Dynegy Midstream Services, Limited Partnership
Dynegy Midstream Pipeline, Inc.
Kansas Gas Supply Corporation
Dynegy Power Company
Dynegy Operating Company



CONTRACTOR SAFETY REQUIREMENTS HANDBOOK

TABLE OF CONTENTS

FORWARD 1
Introduction *1*
Pre-Job Meeting *1*
Reporting To Work *1*
Accident, Injury, and Illness Reporting Procedures *1*
Contractor Responsibilities *1*
Notice For Safety Purposes *2*
Personal Protective Equipment *3*
Safe Work Practices *6*
Training *10*
Process Safety Management *10*
Contractor Safety Program Information *11*

Forward

Dynegy Inc. maintains a strong, dedicated commitment to the safety and health of every individual working for the company. While the company commits considerable resources to promote and maintain a safe working environment and protect workers from injury, a portion of the responsibility for safety lies in the hands of each individual.

A successful accident prevention program requires a conscientious work force that knows, understands and follows established safety rules and guidelines. As a contractor working for Dynegy Inc., you, as well as your company, are required to know and follow Dynegy Inc. safety requirements. This handbook was created to provide you with the **minimum safety requirements** the company expects from contract personnel. However, this booklet does not address every conceivable practice, procedure or situation you may encounter while working for the company. It is your responsibility to conduct your job in accordance with established safety practices and, where applicable, take additional precautionary measures to ensure the safety and health of all personnel at the job site.

Through our combined efforts we can reach our ultimate objective: ***an accident free, safe and healthy work force.***

Introduction

The following information sets forth the **minimum safety requirements** Dynegy Inc. expects from Contractors (including their subcontractors) in the performance of their operations. Each Contractor shall be responsible for ensuring that both contractor and subcontractor personnel comply with all applicable requirements. This document does not, however, address every conceivable practice or procedure that could affect safety at Dynegy Inc. facilities and locations. **It is the responsibility of each Contractor to implement and enforce any additional safety practices or procedures that may be necessary for the safe performance of operations by contractor and subcontractor personnel.**

Dynegy Inc. reserves the right to inspect and deny access or use of any equipment or substance brought on site.

Pre-Job Meeting

Complete understanding of the safety and health requirements of the job is critical to the overall success of the project. After awarding of bids, Contractors will be required to attend a pre-job meeting to discuss Contractor Safety Requirements and job site safety/hazard information.

Reporting To Work

All Contractor personnel shall report to their appropriate supervisor upon arrival at an Dynegy Inc.work location. Contractor Management shall assure that Contractor personnel are given safety orientations for familiarization with potential job site hazards and emergency procedures.

Accident, Injury, and Illness Reporting Procedures

All work-related accidents, injuries, and illnesses shall be reported immediately or as soon as is safely possible to the appropriate Dynegy Inc. representative. It is the responsibility of the Contractor's designated person-in-charge to ensure that all accidents or serious near miss situations on the property of Dynegy Inc. involving personnel injury or illness, fire and/or explosions, property damage, hazardous material spills, and vehicles are reported both to Dynegy Inc. and to all applicable federal, state, and local governmental bodies and agencies having jurisdiction.

Contractor Responsibilities

1. For projects involving 25 or more contract workers onsite, the Contractor shall designate or provide a full-time "Site Safety Representative" to enforce Dynegy Inc. and Contractor safety requirements. For contracts involving less than 25 workers onsite, the Contractor shall designate one onsite individual as the person responsible for supervision of contractor safety.

2. Contractor is to assure that all Contractor personnel are qualified and trained to perform contracted services.

3. Contractor is to provide its personnel with proper and well maintained equipment and tools necessary for the particular job being performed, unless otherwise specified by contract language.

4. Contractor is to adhere to all applicable federal, state, and local regulations pertaining to a particular operation for which its services are contracted.

5. Contractor is responsible for ensuring that all operations are conducted in a safe manner, and for promptly correcting and reporting to Dynegy Inc.and to Contractor's and subcontractor's employees all known or suspected hazards or unsafe conditions.

6. Contractor is to instruct its personnel to report any known or suspected hazards or suspected hazards or unsafe conditions to the immediate supervisor. Contractor shall immediately notify the appropriate Dynegy Inc. representative if known or suspected hazards or unsafe conditions involve Dynegy Inc. equipment/personnel.
7. Contractor is to assure the work area is maintained in a clean and orderly fashion.

8. Contractor is responsible for supplying its personnel with all necessary personal protective equipment and other safety equipment, unless otherwise specified by contract language.

9. Contractor is responsible for enforcing Dynegy Inc. safe work policies, practices, and procedures as specified in this document, in order to provide a safe working environment.

    - On-the-job "horseplay" is dangerous in any form and will not be tolerated.

10. Contractor personnel violating any Dynegy Inc. safety policy, practice, or procedure or applicable governmental regulation are subject to immediate removal from Dynegy Inc. property.

Notice For Safety Purposes

1. **No illegal drugs, intoxicating beverages, unauthorized dangerous materials, firearms or weapons allowed on this property.**

2. **Persons possessing or under the influence of drugs, chemical substances or alcohol are not allowed on this property. Violators are subject to removal and/or discharge.**

3. **All persons on this property are subject to search or drug and alcohol screening. Vehicles and other personal effects are also subject to search.**

Personal Protective Equipment

This section lists general personal protective equipment requirements for Contractors working at Dynegy Inc. facilities and locations. Additional personal protective equipment or other special items may be specified by Dynegy Inc. local Management.

1. Head Protection

   A non-conductive hard hat that meets the requirements of ANSI Z89.1 (Class B) shall be worn in all work areas when a potential hazard of head injury exists or can be anticipated, or when required by Dynegy Inc. Management.

2. Foot Protection

   Safety shoes or boots in good condition with slip-resistant soles that meet the requirements of ANSI Z41.1 shall be worn in all work areas except office environments.

3. Eye/Face Protection

   a) Eye protection shall be worn in all work areas when known or potential eye or face injury hazard exists or can be anticipated, or when required by Dynegy Inc. Management. Minimum protective eyewear shall be clean safety glasses with side shields. All eye / face protection shall meet the requirements of ANSI Z87.1.

   b) When eye protection is required, safety goggles or face shield shall be worn over prescription eyewear if such eyewear does not meet ANSI Z87.1 requirements.

   c) Face shields must be worn over protective eyewear for work that involves a potential for corrosive / caustic chemical splash to the face, or when required by Dynegy Inc.Management.

   d) Contact lens use is prohibited without prior approval of Dynegy Inc. management.

4. Hearing Protection

   Hearing protection devices that meet the standards of OSHA 1910.95 shall be worn in all posted high noise areas, or when required by Dynegy Inc. Management. (Hearing protection is required in all known or suspected areas where noise levels exceed 85 dba).

5. Work Clothing

a) The minimum clothing suitable for work at the facility shall be a short sleeve shirt and long pants extending below the ankle constructed of cotton, wool or a 65/35 cotton blend.

- Tank tops, body or athletic shirts or any clothing made with non-fire resistant material, not specific herein, is strictly prohibited.

b) Protective clothing shall be worn when handling hazardous materials or chemicals, when specified by the applicable Material Safety Data Sheet (MSDS), or when required by Dynegy Inc. Management. Protective clothing that becomes contaminated with hazardous materials or chemicals must be decontaminated at the end of the work shift and / or disposed of properly.

c) Fire Retardant Clothing (FRC) made of Nomex or other approved fire retardant material shall be worn as an outer garment in all "designated FRC areas" or when required by Dynegy Inc. Management. Protective clothing shall consist of long sleeve shirts and long pants or long sleeve coveralls and shall be fastened in the front and at the cuff. Coverall front zippers must be closed to the chest snap; the collar snap is not required to be buttoned. All buttons on shirts, except the collar, must be buttoned. Shirt tails shall be kept inside trousers.

d) Contractor personnel involved in spray painting, coating, or abrasive blasting operations shall wear an outer garment of disposable Tyvek or similar material to prevent contamination of personal clothing or FRC.

e) Conductive metal jewelry (rings, wrist watches, necklaces, etc.) must not be worn when working around electricity. Loose jewelry should also not be worn around rotating machinery.

6. Hand Protection

Protective gloves shall be worn where there is a risk of exposure to high temperatures, sharp edges, chemicals, or any other conditions or materials which may cause injury to the hands, or when required by Dynegy Inc. Management.

7. Fall Protection

a) All work performed 6' above ground level, or where a fall hazard of 6' exists, will be conducted in accordance with the applicable requirements of OSHA 1926 Subpart M - Fall Protection and Dynegy Inc. requirements.

b) Work performed from ladders should be minimized whenever possible. Scaffolding, boson chairs, crane-operated personnel baskets, or bucket trucks shall be used to perform work at elevated locations.

c) Makeshift ladders are not permissible. Ladders must be properly secured. Non-conductive ladders must be used around electrical conduit or electrified equipment. Personnel working from ladders should not overextend their reach. PERSONNEL SHOULD MOVE LADDERS TO PROVIDE PROPER ACCESS.

d) Scaffolding must meet the requirements of OSHA 1910.28 - Safety Requirements for Scaffolding and OSHA 1926.451 - Scaffolding, and must be inspected / approved and tagged by contractor personnel who is a competent person under OSHA's scaffolding requirements certifying compliance before its use.

8. Respiratory Protection Equipment

a) Respiratory protection equipment shall be utilized whenever work activities involve potential exposure to atmospheres that are oxygen-deficient or contain air contaminants that may be harmful to health, or when required by Dynegy Inc. Management.

b) The Contractor's respiratory protection equipment shall be selected, inspected, maintained, and used in accordance with OSHA 1910.134 - Respiratory Protection, and Dynegy Inc. requirements.

c) The Contractor shall ensure that personnel using respiratory protection equipment have received appropriate respiratory protection training.

d) Breathing air used in supplied-air or self-contained respiratory protection equipment must meet or exceed the standards of Grade "D" air, as specified in OSHA 1910.134. A laboratory analysis or manufacturer's certificate verifying Grade "D" breathing air shall be available for inspection upon request.

e) Compressors used to provide breathing air must be equipped with a high temperature alarm, carbon monoxide (CO) monitor / alarm, and air cleaning / filtering devices as needed to produce Grade "D" quality breathing air. A laboratory analysis verifying Grade "D" output air for breathing shall be available for inspection upon request.

9. Personal Flotation Device (PFD)

a) Contractors working or traveling over water shall have access to a U. S. Coast Guard approved personal flotation device (PFD).

b) The PFD must be worn when riding anywhere other than inside the cabin of a boat. When riding or working in a small open boat, a PFD must be worn at all times.

c) When working within a properly guardrailed platform, a PFD need not be worn. If the work is being done outside of a guardrail, or if there is no guardrail, each employee must wear a PFD.

d) A PFD shall be worn by any person involved in transfers between vessels and structures and while working on barge or boat decks.

10. Other Personal Protective Equipment

Special situations may require the use of additional personal protective equipment. Each contractor shall be solely responsible for recognizing when such equipment is required and shall be responsible to provide such equipment. Additional personal protective equipment requirements may also be specified by Dynegy Inc. Management.

Safe Work Practices

The following items address recognized basic safe work practices:

1. Safety Meetings

a) Prior to beginning an unfamiliar, hazardous, or major project, Contractor personnel must conduct a safety meeting to discuss safe procedures and work practices.

b) Contractors are encouraged to conduct daily "tailgate" safety meetings to discuss the days work assignments and proper safety precautions.

c) Contractor personnel may attend Dynegy Inc. on-the-job safety meetings when held at Dynegy Inc. locations, at the discretion of the appropriate Dynegy Inc. representative.

2. Smoking

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

3. Signs

Contractor personnel shall be familiar with and comply with all signs posted throughout Dynegy Inc. facilities.

4. Control of Hazardous Energy (Lockout / Tagout)

All Contractors are required to be familiar with and comply with Dynegy Inc. site-specific lockout / tagout procedures while working on powered equipment, when performing confined space entry operations, or when engaged in other work activities where the control of hazardous energy is necessary to ensure personnel safety.

5. Permit to Work Systems

All Contractors must be familiar with and comply with all permit requirements when working at Dynegy Inc. facilities. Permits, if required, must be issued prior to the work beginning, and may only be issued by Dynegy Inc. personnel.

6. Confined Space Entry

All Contractors performing work involving "Confined Space Entry" shall be familiar with and comply with Dynegy Inc. confined space entry permit procedures.

7. Hot Work

All Contractors conducting "Hot Work" (welding, cutting, etc.) shall be familiar with and comply with Dynegy Inc. hot work permit procedures.

8. Hazard Communication

a) All Contractor personnel shall be familiar with and comply with Dynegy Inc.site-specific Hazard Communication Program requirements and procedures.

b) Dynegy Inc. will provide to Contractor, upon request, an appropriate Material Safety Data Sheet (MSDS) for hazardous chemicals or materials maintained onsite by Dynegy Inc..

c) Contractor shall maintain onsite an appropriate MSDS for any hazardous material or chemical which Contractor brings onsite. Contractor is to submit an MSDS, for every hazardous material brought on site. Such hazardous materials or chemicals will be properly stored and marked in accordance with OSHA regulations.

9. Hydrogen Sulfide (H2S) Operations

a) All work involving H2S must be conducted in accordance with applicable state or federal regulations, and Dynegy Inc. requirements.

b) Depending upon the nature of the work to be performed and whether the presence of H2S is anticipated, H2S training, respiratory protection equipment, gas detection/alarm equipment, and other protective measures may be required.

10. Excavation

All excavation related work must be conducted in accordance with OSHA 1926 Subpart P-Excavations, and Dynegy Inc. requirements.

11. Fire Prevention and Control

a) Smoking is permitted only in designated smoking areas approved by Dynegy Inc. Management.

b) Welding and cutting is prohibited outside of designated safe welding areas unless controlled by a hot work permit. A fire watch is required for all hot work, unless the work takes place inside a designated safe welding area.

c) Approved fire extinguishers must be available wherever hot work, open flames, or use of flammable gas/liquids presents a risk of fire. Personnel designated to utilize fire extinguishers must be familiar with their proper use and limitations. Fire extinguishers must be maintained in good working order, and inspected in accordance with state or federal regulations.

d) Good housekeeping is an important part of fire prevention, and must be strictly enforced. Oily rags, debris, trash, and other unnecessary material must be picked up and disposed of regularly. Trash receptacles must be available in the area and emptied on a regular basis.

e) Minor spills or leaks of flammable/combustible liquids must be cleaned up promptly, and the source of spill/leak repaired.

f) Bulk transporters or tank trucks loading or unloading flammable liquids must utilize grounding/bonding equipment to prevent ignition of flammable vapors due to static electrical discharge.

g) The potential for static electrical discharge should be considered for other flammable liquid transfers, such as filling drums, buckets, or other small containers. Use of bonding equipment and other precautions to prevent ignition of flammable vapors should be utilized whenever appropriate.

h) Gasoline is a fuel and must not be used as a cleaning agent. Gasoline and other flammable liquids must not be stored in glass or plastic containers. U.L./F.M. approved metal safety cans are recommended.

i) Portable tanks and drums for flammable liquid storage should be:

(i) Constructed of metal unless the liquid is corrosive to metal.

(ii) Adequately vented with flame arresting capability whenever possible.

(iii) Equipped with self-closing spouts to prevent spillage.

(iv) Located as far as feasibly possible from electrical and mechanical equipment.

12. Vehicle Operations

a) Contractors must operate vehicles in full compliance with all applicable federal, state, and local regulations.

b) No motor powered vehicle will be left running if the operator leaves the operating position.

c) **STAY WITHIN POSTED SPEED LIMITS**. On pipeline right-of-ways or other roadways which do not have posted speed limits, **SLOW DOWN** and be alert for other vehicles, pedestrians, livestock, etc.

d) Seat belt use is **mandatory** for all persons riding in Dynegy Inc. owned or operated vehicles which are equipped with seat belts.

e) **DRIVE DEFENSIVELY** at all times.

f) All contractor vehicle accidents that occur on Dynegy Inc. property must be reported promptly to the Dynegy Inc. Supervisor in Charge.

13. Emergency Drills

Contractor personnel must become familiar with their prescribed assignments in an emergency and participate in drills conducted on Dynegy Inc. facilities, when requested.

14. Entry into Water

Non-rescue entry into the water from an Dynegy Inc. facility is strictly prohibited, unless specifically authorized by Dynegy Inc. in order to perform services (i.e., diving).

15. Equipment Operator Qualifications

a) Any Contractor employee required to operate a crane, forklift, or other heavy equipment, shall be qualified to operate the equipment and comply with applicable OSHA and Dynegy Inc. operating procedures. All operator qualifications are subject to approval by Dynegy Inc..

b) No motor powered vehicle will be left running if the operator leaves the operating position.

16. Protection of Openings

a) All hole and floor openings will be constantly attended while opened and not barricaded.

b) All hole and floor opening barricades must be constructed to prevent accidental entry.

17. Trailers and temporary buildings will be secured by anchors. If electrical power is used, the building must be grounded.

18. The contractor shall establish and maintain electrical ground fault protection by using either Ground Fault Circuit Interrupters or implementing an Assured Electrical Equipment Grounding Conductor Program. The program will cover all cord sets and receptacles which are not a part of the permanent wiring of a building or structure. Including equipment connected by cord and plug which are available for use or are used by contractor employees. This program will comply with the minimum standards set forth in 29CFR part 1926.404b.

Training

The Contractor is responsible for conducting and documenting all Contractor employee training required by federal, state, or local safety and health regulations. Such documentation may be subject to review by Dynegy Inc. at any time prior to, during or after completion of any project or work.

Process Safety Management

Contractors working at Dynegy Inc. facilities covered by OSHA 1910.119 - Process Safety Management, and whose work involves plant process areas, product storage areas, or other "covered processes" (as defined by OSHA) must:

1. Establish procedures to properly conduct those contractor performed maintenance activities which affect process safety.

2. Contractor must document that each contractor employee has been trained in the work practices necessary to safely perform his/her job.

3. Contractor must document that each contractor employee has been instructed in the known and potential fire, explosion, or toxic release hazards related to his/her job and the process.

4. Document that each contractor employee has been instructed in the applicable provisions of the facility Emergency Plan.

5. Assure that each contractor employee follows all applicable safety rules of the facility or work location.

6. Advise Dynegy Inc. of any unique hazards presented by the contractor's work, and any hazards identified by the contractor or its employees during the work.

Documentation required in "2", "3", and "4" above must include the name of each contractor employee, the date of training, and the means utilized to verify that the employee understood the training.

Contractor Safety Program Information

The Contractor will be asked to provide accident/incident rates, worker's compensation experience modification rates, and other information in order to assist Dynegy Inc. in evaluating Contractor safety management practices and performance.

SCHEDULE A
RATES

***Personnel & Services**

(emergency spill response)

Response Manager (command staff level)	$1,250.00 per person/per day
Section Supervisor (division/group level)	$1,000.00 per person/per day
Response Supervisor (field level)	$ 850.00 per person/per day
Documentation Specialist	$ 750.00 per person/per day

Note: OOPS/SMT provides all ICS based management positions required by U.S. Coast Guard, following the NIIMS format.

(non-emergency)

Training Rate	$650.00 per person/per day
Facility/Platform Response Audit/Inspection	$500.00 per person/per day

Miscellaneous Expenses

Vehicles (Trucks/cars)	$ 85.00 per day
Mileage	$ .42 per mile
Rental/Sub-contract Items	Cost plus 15%
Subsistence/Lodging Expense	Cost plus 10%

Air Travel (cost plus 15%)

Continental U.S.	Coach Class
International	Business Class

Note:

Personnel costs are computed on a portal to portal basis.

All reimbursable expenses will be substantiated by receipts and/or OOPS, Inc. company records.

MASTER SERVICES AGREEMENT

MSA No. MSA-3775

This Master Services Agreement ("Agreement") is made and entered into effective the 18th day of June, 2002 ("Effective Date"), by and between Dynegy Midstream Services, Limited Partnership (hereinafter referred to in this Agreement as "DYNEGY") and O'Brien's Oil Pollution Services, Inc., 645 Codifer Street, ~~Slidewell~~ Slidell, LA, 70458-4094 ("CONTRACTOR").

DYNEGY and CONTRACTOR, intending to be legally bound, agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 "Affiliate" means any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the specified Person. For purposes of this definition, "control" shall mean ownership, directly or indirectly, of fifty percent (50%) or more of either the outstanding voting stock of the controlled Person or any other ownership interest in the controlled Person, if such interest has, directly or indirectly, the power to direct or cause the direction of the management and policies of such relevant Person.

1.2 "Claims" means all liabilities, judgements, costs (including court costs and reasonable attorneys fees), expenses, damages, claims, suits and demands.

1.3 "Dynegy Indemnified Parties" means DYNEGY, its Affiliates, and all of their respective officers, directors, employees and agents.

1.4 "On File Rates" shall have the meaning ascribed to it in Section 4.1.

1.5 "Party" means either DYNEGY or CONTRACTOR. "Parties" shall mean both DYNEGY and CONTRACTOR.

1.6 "Person" means an individual, corporation, limited liability company, partnership, joint venture, unincorporated organization or any other legal entity.

1.7. "Materials" means all materials, parts and goods provided to DYNEGY by CONTRACTOR in connection with the Services.

1.8 "Services" means all services performed by CONTRACTOR for DYNEGY under this Agreement.

1.9 "Subcontractors" or "Vendors" means CONTRACTOR's subcontractors or vendors of any tier.

1.10 "Contractor Indemnified Parties" means CONTRACTOR, its Affiliates, and all of their respective officers, directors, employees and agents.

ARTICLE 2 – COMPANIES WITH RIGHT TO PURCHASE

2.1 Although this Agreement is solely between DYNEGY and CONTRACTOR, any of the companies listed on Exhibit "A" attached hereto (the "Dynegy Companies") shall have the right to issue an order to purchase Services and Materials in accordance with the terms of this Agreement. CONTRACTOR agrees that upon receipt of an order from any Dynegy Company, this Agreement shall then serve as the agreement between CONTRACTOR and the Dynegy Company placing the order, such Dynegy Company as placed that order shall be "DYNEGY" under this Agreement for purposes of such order, and this Agreement shall not be construed as a guaranty of the ordering entity's payment or performance obligations hereunder by Dynegy Midstream Services, Limited Partnership, Dynegy Inc. or any of the other Dynegy Companies. Rather, it is agreed by CONTRACTOR that it shall look solely to the Dynegy Company placing such order for performance of all obligations of DYNEGY hereunder as to such

order. DYNEGY may, [redacted]m time to time, add or delete legal entities [redacted]orized to place orders under this Agreement upon written notice to CONTRACTOR.

ARTICLE 3 – ORDER PROCEDURE

3.1 DYNEGY may from time to time during the term of this Agreement request that CONTRACTOR perform Services and provide related Materials. Orders for Services and Materials may be placed by DYNEGY verbally or in writing (either by mail, electronically or facsimile) and all such orders shall be governed exclusively by the terms of this Agreement. Each order shall specify the Services and the quantity and description of Materials ordered and, if applicable, shipping instructions and delivery requirements for Materials. Orders for Services and Materials which vary the terms of this Agreement or are at rates or prices other than the On File Rates may only be placed in a written order signed by DYNEGY and CONTRACTOR which is substantially in the form of the sample "Release Order" attached to this Agreement as Exhibit "B".

3.2 CONTRACTOR's acceptance of DYNEGY's order shall be accomplished by the performance of the Services and/or the shipment of the Materials specified in the order. If CONTRACTOR suspects or knows that it will be unable to fill all or any portion of the order, CONTRACTOR shall immediately notify the person that placed the order and DYNEGY shall then have the right to obtain the Services and Materials from another vendor.

3.3 All Materials shall be shipped FOB, the location specified in the order. Risk of loss will pass to DYNEGY upon delivery of the Materials to the facility specified in the order. CONTRACTOR will be responsible for filing, processing and recovering any claims relating to loss or damage to Materials, including without limitation, claims for loss, damage, shortages, overages and any other shipping discrepancies.

3.4 CONTRACTOR shall efficiently and timely prepare Materials for pick up by the transportation carrier. CONTRACTOR shall be responsible for proper packaging, labeling and preparation for shipment and all labeling shall be in full compliance with all DOT, OSHA and TOSCA labeling requirements. CONTRACTOR shall include with each shipment or delivery a Material Safety Data Sheet for each item for which a Material Safety Data Sheet is required by applicable law or regulations.

3.5 DYNEGY shall be obligated to purchase and accept only the quantity of Materials specified in DYNEGY's order and any excess Materials may be returned to CONTRACTOR at CONTRACTOR's expense. If an event of force majeure diminishes the quantity of available Materials, CONTRACTOR shall provide DYNEGY with at least the portion of Materials available that DYNEGY would receive under a fair and equitable allocation among DYNEGY and CONTRACTOR's other customers with written contracts.

3.6 CONTRACTOR shall not substitute any Materials that have been specified without authority from DYNEGY. All Materials furnished will be subject to DYNEGY's right of inspection and approval after delivery. DYNEGY reserves the right (payment notwithstanding) to reject and return, at CONTRACTOR's risk and expense, that portion of any shipment which may be defective or fails to comply with DYNEGY's specifications or the warranties set forth in this Agreement. Neither acceptance or payment by DYNEGY nor its inspection or failure to inspect limits or excludes CONTRACTOR's express warranties provided for in this Agreement or any warranties implied by law or waives any of DYNEGY's rights or remedies.

ARTICLE 4 – PRICING

4.1 The consideration to be paid CONTRACTOR by DYNEGY for Services performed and Materials furnished under this Agreement shall be the prices on file with DYNEGY's Supply Chain Management Department in Houston, Texas, ("On File Rates") when an order is placed. For changes in On File Rates to be binding on DYNEGY such changes must be in writing and must be received by DYNEGY at least thirty (30) days before their effective date.

4.2. CONTRACTOR's prices do not include taxes. Applicable sales and excise taxes shall be invoiced by CONTRACTOR as a separate line item and paid by DYNEGY unless DYNEGY presents evidence of exemption

from the applicable tax. CONTRACTOR shall indemnify and hold DYNEGY harmless from any liability and expense by reason of CONTRACTOR's failure to pay such taxes.

ARTICLE 5 – INVOICING AND PAYMENT

5.1 Each month, CONTRACTOR will invoice DYNEGY for all Services and Materials purchased by DYNEGY during the preceding month. Each invoice shall provide details of the particular transaction including volume, item description, unit price and total cost. CONTRACTOR shall direct all invoices to the address of the ordering location. All invoices shall be due and payable within thirty (30) days of the date of the invoice, provided the requirements set forth in Section 5.2 of this Agreement are met.

5.2 No payment is due CONTRACTOR under this Agreement before Services have been performed to DYNEGY's satisfaction and Materials have been received and accepted by DYNEGY. Payment will then be made against CONTRACTOR's proper invoice. CONTRACTOR's payment terms shall commence on the date DYNEGY receives CONTRACTOR's invoice conforming to the terms of this Agreement. Return of any invoice to CONTRACTOR for any reason not attributable to DYNEGY's fault will extend the discount period (if applicable) and the payment period so that it commences on the date DYNEGY subsequently receives a proper invoice. All invoices must refer to this Agreement and shall include sufficient detail and supporting documents (including original bill of lading and/or express bills for shipment invoices) for DYNEGY to reasonably verify the basis of the charges. Transportation charges paid by CONTRACTOR for DYNEGY's account must be shown separately on invoices and, if transportation charges exceed $50, be supported by a receipted bill. CONTRACTOR shall not charge for in-transit insurance or for tax on transportation. DYNEGY reserves the right to withhold any money payable by it under this Agreement, without interest, and to apply it to payment of any obligations of CONTRACTOR to DYNEGY or to any other party which arise in any way out of this Agreement or its performance.

ARTICLE 6 – TERM

6.1 This Agreement shall remain in effect for a period of three (3) years beginning on the Effective Date (the "Primary Term") and shall continue in effect from year to year thereafter, unless canceled by written notice given by either Party to the other not less than thirty (30) Days prior to the end of the Primary Term or any subsequent extended term. Notwithstanding the foregoing, this Agreement may be terminated by DYNEGY as provided for in Section 6.2 or 6.4 below.

6.2 DYNEGY shall have the right to terminate this Agreement, or any part of it, for any reason and at any time by giving CONTRACTOR at least thirty (30) days prior written notice; and

(a) Upon notification of termination, CONTRACTOR shall protect all property in its possession in which DYNEGY has an interest, shall terminate all Services and commitments made under or pursuant to this Agreement as quickly and effectively as possible, and shall provide DYNEGY written proof that such termination has been accomplished in a timely manner.

(b) DYNEGY shall pay CONTRACTOR that percentage of the price corresponding to the percentage of the Services performed and Materials delivered prior to the notice of termination less all amounts previously paid, plus actual direct costs reasonably necessitated by the resulting termination; and

(c) CONTRACTOR shall not be paid for any Services performed or Materials delivered after receipt of notice of termination, for any costs incurred by CONTRACTOR's Vendor's or Subcontractors which CONTRACTOR could reasonably have avoided, or for any other amounts not explicitly provided for in this Section 6.2. CONTRACTOR shall, if so directed by DYNEGY, ship to DYNEGY all Materials which DYNEGY shall have paid for.

6.3 Each of the following events shall constitute a default by CONTRACTOR for purposes of this Agreement:

(a) any proceedings or acts by or against CONTRACTOR which in DYNEGY's reasonable judgment render CONTRACTOR financially insecure about this Agreement;

(b) refusal or failure of CONTRACTOR to deliver Materials or perform the Services in accordance with the specified schedule or within a reasonable time if no schedule is specified;

(c) failure to make progress so that performance of this Agreement in accordance with its terms is endangered; or

(d) failure to perform any other provision of this Agreement.

6.4 If CONTRACTOR does not cure any default within a period of ten (10) days after written notice thereof, or such longer period as DYNEGY may authorize in writing, then DYNEGY may by written notice to CONTRACTOR terminate this Agreement. In the event of termination for default, DYNEGY shall not be liable to CONTRACTOR for payment of any amount other than for the value of any Services performed and partial shipment of Materials received and not returned to CONTRACTOR by DYNEGY prior to termination of this Agreement and CONTRACTOR shall be liable to DYNEGY for any and all damages sustained by reason of the default which gave rise to the termination including, but not limited to, any additional costs incurred by DYNEGY to obtain replacement Services and Materials. Termination by DYNEGY shall not prejudice any claim for damages or non-performance DYNEGY would otherwise have against CONTRACTOR. The rights and remedies of DYNEGY set forth in this Section 6.4 are not exclusive and are in addition to all other rights and remedies of DYNEGY.

6.5 In the event of termination of this Agreement, regardless of the reason, CONTRACTOR shall within ten (10) days of such termination deliver to DYNEGY all specifications, documents and work product which have been either furnished by DYNEGY or developed by CONTRACTOR in connection with this Agreement.

ARTICLE 7 - WARRANTY

7.1 CONTRACTOR expressly warrants (a) that each and all of the Materials and Services furnished under this Agreement are free from defects in design, workmanship and materials; (b) that unless otherwise specified all such Materials and their components are new and have not been previously used; (c) that all such Materials are fit for use for their ordinary intended purposes and/or any purposes specified; (d) that each and all of such Materials as well as CONTRACTOR's Services, and their sale to and use by DYNEGY will not constitute infringement or contributory infringement of any patent, or infringement of any copyright or trademark, or violation of any trade secret; and (e) to furnish all Materials, labor, licenses, permits and other things necessary for performance of this Agreement, and otherwise perform expeditiously and in a good and workmanlike manner. CONTRACTOR shall promptly, upon receipt of written notice from DYNEGY, remove, repair, replace or otherwise correct any Material or Service which fails to conform to any warranty set forth in this Section 7.1, whether such defect is discovered before or after completion of CONTRACTOR's Services. If CONTRACTOR fails to do so within a reasonable time after notification by DYNEGY, DYNEGY may take such steps as may be necessary to correct such defects and CONTRACTOR shall be liable to DYNEGY for all such costs and interest at the maximum rate permitted by law from the time such costs are incurred by DYNEGY until repaid by CONTRACTOR. All manufacturer's warranties and remedies applicable to Materials shall be assigned and transferred to DYNEGY and CONTRACTOR agrees to fully assist and cooperate with DYNEGY in the enforcement of such warranties; provided however, no such warranty shall in anyway relieve CONTRACTOR from its obligations to DYNEGY with regard to any warranty under this Section 7.1.

ARTICLE 8 – RELATIONSHIP OF THE PARTIES

8.1 CONTRACTOR is, and shall continue to be, an independent contractor, and any provisions of this Agreement which may appear to give DYNEGY the right to direct CONTRACTOR as to details of performing any Services, or to exercise a measure of control over CONTRACTOR's performance of the Services, shall be interpreted to mean that CONTRACTOR will follow the instructions of DYNEGY with respect to the results of the Services achieved only and not in the means whereby the Services are to be accomplished. CONTRACTOR shall have complete and authoritative control as to the details of performing the Services.

8.2 Neither DYNEGY nor CONTRACTOR shall be prohibited from entering into other agreements with other parties for the sale or purchase of the Services and/or Materials covered by this Agreement.

8.3 This Agreement is a contractual relationship. This Agreement is not intended to create a partnership, joint venture or any other type of legal entity.

ARTICLE 9 - THIRD PARTY PROVIDERS

9.1 The parties agree that in the event CONTRACTOR utilizes third party providers (sub-contractors/consultants) in the execution of this agreement, CONTRACTOR shall exercise diligent efforts to afford qualified minority and women-owned business enterprises (M/WBE) an opportunity to participate in the delivery of materials and/or services to the fullest extent possible. To facilitate this objective DYNEGY may establish M/WBE percentage participation targets for all third party provider utilization. Additionally, CONTRACTOR shall report its third party provider utilization on a quarterly basis in accordance with Exhibit D of this agreement.

Definitions as follows:

"Minority-owned Business Enterprise" (MBE) means a for profit enterprise that is at least 51 percent owned, managed and controlled by United States citizens belonging to one or more of the following groups: African American, Asian American, Hispanic American or Native American.

"Women-owned Business Enterprise" (WBE) means a for profit enterprise that is at least 51 percent owned, managed and controlled by United States citizens who are non-minority (Caucasian) females.

ARTICLE 10 –CONFIDENTIALITY AND WORK PRODUCT

10.1 In order for CONTRACTOR to provide Materials or perform Services under this Agreement it may be necessary for DYNEGY to disclose to CONTRACTOR DYNEGY'S confidential or proprietary business or technical information ("Information"). CONTRACTOR will receive and maintain in strictest confidence all Information and will not disclose the Information to others, except as otherwise provided in this Article 10. CONTRACTOR will not use Information for any purpose other than the performance of this Agreement and will disclose the Information only to those of its Representatives whom CONTRACTOR considers to have the need to know the Information. CONTRACTOR warrants that each of its Representatives who participate in the performance of this Agreement or who have access to Information are obligated in a manner consistent with this Article 10. For purposes of this Article 10, "Representatives" shall mean CONTRACTOR's officers, employees, agents and subcontractors.

10.2 The provisions of Section 10.1 shall not apply to any portion of Information: (a) which was developed by CONTRACTOR and in CONTRACTOR's possession prior to CONTRACTOR's first receipt thereof directly or indirectly from DYNEGY; (b) which is now or hereafter becomes through no act or failure to act on CONTRACTOR's or any of CONTRACTOR's Representative's part generally available on a non-confidential basis to the public; (c) which was heretofore or hereafter furnished to CONTRACTOR by a source other than DYNEGY as a matter of right without restriction on disclosure; or (d) which is required by law to be publicly disclosed by CONTRACTOR; provided, however, that the occurrence of (a) or (b) or (c) above shall not be construed as granting any rights, express or implied, under any patents or otherwise. Information shall not be deemed to be within one of the foregoing exceptions if it is merely embraced by more general information available on a non-confidential basis or in CONTRACTOR's possession. In addition, any combination of features shall not be deemed to be within the foregoing exceptions unless the combination itself and its principle of operation are embraced by corresponding information which is within one of the foregoing exceptions.

10.3 All work product developed by CONTRACTOR under this Agreement, including but not limited to designs, technical data, reports, blueprints, drawings and customized tooling and dies, shall be DYNEGY'S property and may be used, disclosed, or transferred by DYNEGY in any manner it finds appropriate. Any and all work product shall be turned over to DYNEGY upon request or upon completion or termination of this Agreement.

CONTRACTOR will hold the same in confidence and neither disclose the same to others nor use the same for any purpose other than the performance of this Agreement.

10.4 All inventions, discoveries, and improvements, patentable and unpatentable, that are made or conceived by CONTRACTOR's personnel arising out of the performance of this Agreement, including all patent rights therein and all copyrights in materials related thereto, both domestic and foreign, shall belong to, and shall be assigned by such personnel to DYNEGY or its designee. CONTRACTOR and/or CONTRACTOR's personnel shall promptly and fully disclose all such inventions, discoveries and improvements to DYNEGY and shall cooperate with DYNEGY or its nominee as may be reasonably required in order to obtain patent protection therefor, including the signing of assignments of inventions and patent rights therein, and the signing of any property affidavits, declarations, patent applications and the like. The general preparation and prosecution of patent applications shall be handled by DYNEGY or its nominee, at DYNEGY's own expense. During such preparation and prosecution, CONTRACTOR and/or CONTRACTOR's personnel shall be consulted only on technical features that may arise.

ARTICLE 11 – FORCE MAJEURE

11.1 In the event of either Party hereto being rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, other than to make payments then or thereafter due hereunder, it is agreed that on such Party giving notice and full particulars of such force majeure in writing to the other Party as soon as possible after the occurrence of the cause relied on, then the obligations of the Party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable and diligent dispatch by the Party claiming such in order to put itself in a position to carry out its obligations under this Agreement. The term "Force Majeure" shall include, but not necessarily be limited to, any strike or labor dispute, or any act or omission of any government authority, explosions, fire, riot, war, and in DYNEGY's case, its need for the Services or Materials being reduced.

ARTICLE 12 - LIENS

12.1 CONTRACTOR shall keep the premises and work free of all mechanic's and materialmen's liens, claims and encumbrances. CONTRACTOR agrees that final payment shall not become due and payable to CONTRACTOR until CONTRACTOR shall deliver to DYNEGY satisfactory releases, satisfactions or waivers of all mechanic's and materialmen's liens, claims and encumbrances connected with performance under this Agreement if requested to do so by DYNEGY. Final payment to CONTRACTOR shall not relieve CONTRACTOR of its obligation to discharge any lien filed before or after CONTRACTOR is paid for Services and Materials under this Agreement.

ARTICLE 13 - COMPLIANCE WITH LAW AND DYNEGY'S SAFETY REQUIREMENTS

13.1 CONTRACTOR represents and agrees that it will fully comply with all Federal, State and local laws, ordinances, codes, rules, regulations, and standards applicable to CONTRACTOR's performance of this Agreement, specifically including, but not limited to:

(a) laws pertaining to the employment of CONTRACTOR's employees including payment of all Federal, State and local taxes or contributions and making all required withholdings;

(b) laws relating to the training, health and safety of the CONTRACTOR's employees including all regulations and standards promulgated under the Occupational Safety and Health Act of 1970, as amended;

(c) laws relating to the protection of the environment including those related to the transportation or disposal of waste and the transportation, use or disposal of hazardous or toxic substances.

(d) the following provisions contained in the Code of Federal Regulations (including any revision and redesignation thereof) which are incorporated herein by reference: 41 C.F.R. § 60 - 1.8 (Certification of Non-Segregated Facilities); 48 C.F.R. § 52.203-6 (Subcontractor Sales to Government); 48 C.F.R. §§ 52.219-8 and 52.219-9 (Utilization of Small and Disadvantaged Business Concerns); 48 C.F.R. § 52.219-13 (Utilization of Women-Owned

Business Concerns); 48 C.F.R. §§ 22.804-1 and 52.222-26 and 41 C.F.R. § 60-1.4 (Equal Opportunity); 48 C.F.R. §§ 52.222-35 and 52.222-37 and 41 C.F.R. § 60-250.4 (Disabled and Vietnam Era Veterans); 48 C.F.R. § 52.222-36 and 41 C.F.R. § 60-741.4 (Handicapped Workers); 48 C.F.R. § 52.223-2 (Clean Air and Water); 48 C.F.R. § 52.223-3 (Hazardous Material Identification and Material Safety Data); all other applicable sections contained in 41 C.F.R. Chapter 60. CONTRACTOR also agrees (i) that no portion of the work required by this Agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this Agreement was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing and (ii) to insert the substance of the provisions of this paragraph into any nonexempt subcontract or purchase order as required.

13.2 CONTRACTOR further certifies and agrees that none of its employees, or employees of its Subcontractors, who perform work under this Agreement are unauthorized aliens as defined in the Immigration Reform and Control Act of 1986 ("IRCA"), and CONTRACTOR, if not an individual, shall defend, indemnify and hold DYNEGY harmless from any and all liability incurred by or sought to be imposed on DYNEGY as a result of CONTRACTOR's failure to comply with this certification. CONTRACTOR further agrees to obtain a certification from its Subcontractors performing work related to this Agreement that none of their employees are unauthorized aliens as defined by the IRCA and that such Subcontractors comply with the statute.

13.3 CONTRACTOR agrees to fully comply with the safety and security policies and procedures of DYNEGY attached hereto as Exhibit "C".

ARTICLE 14 - INDEMNITIES

14.1 CONTRACTOR shall defend, indemnify and hold harmless the DYNEGY Indemnified Parties from and against the following:

(a) Except as to matters within the scope of Sections 14.1(b) or 14.2(b), CONTRACTOR shall defend, indemnify and hold the Dynegy Indemnified Parties harmless from and against all Claims arising out of or related to injury to, illness or death of any person or loss of or damage to any property, occurring in connection with the performance or nonperformance of this Agreement, to the extent of the negligence or liability without fault of CONTRACTOR, its Affiliates, or any of their respective employees, agents or Subcontractors.

(b) **CONTRACTOR SHALL UNCONDITIONALLY RELEASE, INDEMNIFY, DEFEND AND HOLD THE DYNEGY INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ALL CLAIMS (WHETHER OR NOT THERE BE ANY BASIS IN LAW OR IN FACT FOR SAME) ARISING OUT OF OR RELATED TO (I) INJURY TO ANY EMPLOYEE OR AGENT OF CONTRACTOR OR ITS AFFILIATES OR ANY OF CONTRACTOR'S OR ITS AFFILIATE'S SUBCONTRACTORS (INCLUDING BUT NOT LIMITED TO BODILY INJURY, ILLNESS, DISEASE, DEATH, AND LOSS OF SERVICES AND WAGES) OR (II) LOSS OF OR DAMAGE TO ANY PROPERTY OF CONTRACTOR, ITS AFFILIATES, ANY OF THEIR RESPECTIVE SUBCONTRACTORS, OR ANY EMPLOYEES OR AGENTS OF ANY OF THE FOREGOING ENTITIES, OCCURING IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. THIS INDEMNITY SHALL APPLY WHETHER OR NOT ANY DYNEGY INDEMNIFIED PARTY WAS OR IS CLAIMED TO BE PASSIVELY, ACTIVELY, SOLELY, JOINTLY OR CONCURRENTLY NEGLIGENT AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT IS IMPOSED OR SOUGHT TO BE IMPOSED ON ANY DYNEGY INDEMNIFIED PARTY.**

(c) All Claims pertaining to liens arising out of CONTRACTOR's performance of this Agreement.

(d) All Claims arising out of CONTRACTOR's, its Subcontractors' or any of their respective employee's or agent's noncompliance with any applicable statutes, ordinances, codes, rules, regulations or standards (including DYNEGY's safety and security regulations and procedures) applicable to the performance of this Agreement, subject to Sections 14.1(b) and 14.2(b).

(e) All Claims of infringement or contributory infringement of any patent, copyright or trademark, or violation of any trade secret, arising out of the performance of this Agreement.

Liability of CONTRACTOR under the indemnity and hold harmless provisions of this Section 14.1, or otherwise at law, shall not be limited to or by the insurance CONTRACTOR is required to provide under Section 15 of this Agreement.

14.2 DYNEGY shall defend, indemnify and hold harmless the Contractor Indemnified Parties from and against the following:

(a) Except as to matters within the scope of Sections 14.1(b) or 14.2(b), DYNEGY shall defend, indemnify and hold the Contractor Indemnified Parties harmless from and against all Claims arising out of or related to injury to, illness or death of any person or loss or damage to any property, occurring in connection with or from the performance or nonperformance of this Agreement, to the extent of the fault, liability without fault or negligence of DYNEGY, its Affiliates, or any of their respective employees.

(b) **DYNEGY SHALL UNCONDITIONALLY RELEASE, INDEMNIFY, DEFEND AND HOLD CONTRACTOR INDEMNIFED PARTIES HARMLESS FROM AND AGAINST ALL CLAIMS (WHETHER OR NOT THERE BE ANY BASIS IN LAW OR IN FACT FOR SAME) ARISING OUT OF OR RELATED TO INJURY TO ANY EMPLOYEE OR AGENT OF DYNEGY OR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO BODILY INJURY, ILLNESS, DISEASE, DEATH, AND LOSS OF SERVICES AND WAGES) OR LOSS OF OR DAMAGE TO ANY PROPERTY OF DYNEGY, ITS AFFILIATES OR ANY OF THEIR EMPLOYEES, OCCURRING IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. THIS INDEMNITY SHALL APPLY WHETHER OR NOT ANY CONTRACTOR INDEMNIFIED PARTY WAS OR IS CLAIMED TO BE PASSIVELY, ACTIVELY, SOLELY, JOINTLY OR CONCURRENTLY NEGLIGENT AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT IS IMPOSED OR SOUGHT TO BE IMPOSED ON ANY CONTRACTOR INDEMNIFIED PARTY.**

14.3 **THE INDEMNITIES IN THIS AGREEMENT ARE LIMITED TO THE EXTENT NECESSARY TO COMPLY WITH ANY APPLICABLE STATE OR FEDERAL LAW AND THIS AGREEMENT IS DEEMED TO BE AMENDED SO AS TO COMPLY WITH THOSE LAWS TO THE EXTENT THEIR REQUIREMENTS ARE AT VARIANCE WITH THESE TERMS AND CONDITIONS.**

ARTICLE 15 - INSURANCE

15.1 CONTRACTOR agrees to procure and maintain, and shall require its Subcontractors to procure and maintain, insurance coverage with reputable insurers. All insurance policies procured and maintained by CONTRACTOR must be written with insurance companies licensed to do business in the state where the work will be performed, and carry a rating of A-VI or better as shown in the most current issue of A.M. Best's Key Rating Guide, under forms of policies satisfactory to DYNEGY, in the kinds and amounts as set forth below:

(a) Worker's Compensation Insurance, including occupational disease coverage, in accordance with the benefits afforded by the statutory worker's compensation acts applicable to the state, territory or district of hire, supervision or place of accident and including, when applicable, full coverage for maritime obligations, the United States Longshoremen's and Harbor Worker's Compensation Act, Outer Continental Shelf Lands Act, the Jones Act, and Death on the High Seas Act. (Sole proprietorships with no employees falling within the jurisdiction of any statutory worker's compensation act must so certify to DYNEGY in writing.)

(b) Employer's Liability Insurance to include alternate employer, all states and in rem coverage, in an amount not less than $1,000,000 each accident, $1,000,000 disease each employee and $1,000,000 disease policy limit, except for offshore work or other work entailing maritime or U.S. Longshoremen's and Harbor Worker's Compensation Act obligations, in which case limits shall be carried of not less than $1,000,000 each accident, $1,000,000 disease each employee and $1,000,000 disease policy limit.

(c) Commercial General Liability Insurance with a single limit of liability for bodily injury or property damage of $1,000,000, such coverage to include products/completed operations liability, premises/operations, broad form property damage, personal injury, in rem, explosion, collapse and underground damage liability (xcu), blanket contractual liability covering the obligations assumed by CONTRACTOR herein and sudden and accidental pollution liability with respect to CONTRACTOR and its Subcontractors.

(d) Business Automobile Liability Insurance covering all owned, non-owned (including DYNEGY vehicles) and hired motor vehicles used in the performance of this Agreement, with limits of not less than $1,000,000 combined single limit.

(e) Excess liability insurance with limits of not less than $2,000,000 per occurrence and in the aggregate providing additional limits of insurance to the coverage described in paragraphs (b), (c) and (d) above.

(f) If the scope of work necessitates the use of aircraft by CONTRACTOR, Aircraft Liability Insurance covering all owned, nonowned, or hired aircraft used in connection with the performance of this Agreement, as well as Guest Voluntary Settlement, with limits of not less than $5,000,000 per occurrence.

(g) If CONTRACTOR uses marine craft in performing work hereunder, Protection and Indemnity (P&I) Insurance, including coverage for injuries to or death of masters, mates and crews of vessels, and excess collision liability with a minimum limit of not less than five million dollars ($5,000,000) per occurrence, or the value of the hull, whichever is greater; Hull & Machinery insurance, including full collision liability, in an amount equal to the fair market value of each vessel that is owned and/or chartered by CONTRACTOR and used in connection with the performance of this Agreement. CONTRACTOR may cover its obligation for loss of life or bodily injury to the crew of the vessel by extension of the Workers' Compensation Insurance under (a) above.

(h) If CONTRACTOR will be providing any kind of design and/or construction services, All Risk Builders Risk Insurance or Professional Liability Insurance with limits of $1,000,000 per act, error or omission, or a Payment and Performance Bond may be required based on DYNEGY'S review of CONTRACTOR's financial strength.

15.2 **IT IS UNDERSTOOD AND AGREED THAT THE INSURANCE REQUIREMENTS SET FORTH IN THIS ARTICLE 15 SHALL IN NO WAY LIMIT CONTRACTOR'S LIABILITY UNDER THIS AGREEMENT NOR SHALL THEY BE CONSTRUED TO BE THE ULTIMATE TYPES AND AMOUNTS OF INSURANCE CONTRACTOR SHOULD MAINTAIN TO ADEQUATELY COVER ITSELF FROM THE HAZARDS OF ITS OCCUPATION.**

15.3 It is further expressly agreed by CONTRACTOR that any and all premiums and deductibles and/or any other charges due with respect to such policies of insurance shall be assumed by, for the account of and at CONTRACTOR's sole risk.

15.4 All policies of insurance referred to herein, with the exception of Workers' Compensation and Employer's Liability, shall name the Dynegy Indemnified Parties as an Additional Insured as respects the Services performed and Materials provided under this Agreement, and shall contain a Contractual Liability Endorsement and a "Cross-Liability" and "Severability of Interest" clause or endorsement. Further, all of the above insurance policies shall contain provisions that no cancellation or material change shall become effective except on thirty (30) days prior written notice by certified mail (return receipt requested) to DYNEGY.

15.5 All policies of insurance referred to herein must be written on an Occurrence Basis and endorsed to be Primary to any other insurance policies carried by DYNEGY with respect to CONTRACTOR's operations. CONTRACTOR shall provide to DYNEGY a certified copy of any and all applicable insurance policies upon request by DYNEGY. Upon renewal of insurance policies, CONTRACTOR must provide new Certificates of Insurance to DYNEGY prior to policy expiration, until work under this Agreement is completed. DYNEGY must be notified immediately upon knowledge of possible damage claims that might cause a reduction below seventy-five percent (75%) of any aggregate limit of any policy.

15.6 Except where prohibited by law, all policies of insurance pertaining to this Agreement which are procured, held or maintained by CONTRACTOR and each of its Subcontractors, whether required by this Agreement or not, shall be endorsed to provide that the underwriters or insurers waive any and all rights of subrogation against the Dynegy Indemnified Parties.

15.7 Prior to work commencing under this Agreement, CONTRACTOR shall provide to DYNEGY Certificates of Insurance for itself and each of its Subcontractors signed by an authorized representative evidencing the coverages, limits, endorsements and extensions required herein.

ARTICLE 16 - AUDIT

16.1 CONTRACTOR shall, and ensure that its Subcontractors and Vendors shall, maintain a true and correct set of records pertaining to all activities relating to its performance hereunder and all transactions related thereto. CONTRACTOR further agrees, and shall ensure that its Subcontractors and Vendors agree, to retain all such records for a period of not less than three (3) years after the completion of a particular order hereunder. CONTRACTOR agrees that all records pertaining to charges made to DYNEGY under this Agreement will be subject to audit by representatives of DYNEGY.

ARTICLE 17 - ANTIKICKBACK

17.1 CONTRACTOR represents that no unrecited consideration, kickbacks, fees, payments or things of value above what is ordinarily encountered in usual and customary business practices and what is permitted by any applicable antikickback law, were given to or requested by any DYNEGY employee as an inducement to enter into or continue this Agreement, and that CONTRACTOR further agrees to immediately report any such request, demand or occurrence by any DYNEGY employee to: Office of General Counsel, Dynegy Midstream Services, Limited Partnership, 1000 Louisiana, Suite 5800, Houston, Texas 77002; Telephone (713) 507-6400; Facsimile/telecopier (713) 507-6987.

ARTICLE 18 - MISCELLANEOUS

18.1 CONTRACTOR shall not assign this Agreement or any of CONTRACTOR's rights or obligations under this Agreement without the prior written approval of DYNEGY. Subject to the foregoing, this Agreement and the covenants, obligations, undertakings, rights and benefits set forth herein shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

18.2 **THIS AGREEMENT AND THE LEGAL RELATIONS BETWEEN THE PARTIES WITH RESPECT TO THIS AGREEMENT, SHALL BE PERFORMED, INTERPRETED AND ENFORCED IN ACCORDANCE WITH LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO RULES CONCERNING CONFLICTS OF LAW THAT WOULD DIRECT THE APPLICATION OF ANY OTHER LAWS.**

18.3 The provisions of this Agreement covering warranty, confidentiality, indemnity and insurance (found within Sections 7, 10, 14 and 15 respectively) are continuing obligations which shall survive completion and acceptance of the Materials and Services or the termination of this Agreement, howsoever brought about.

18.4 No waiver by either Party of the performance of any provision, condition or requirement herein shall be deemed to be a waiver of, or in any manner release the other Party from, performance of any other provision, condition or requirement herein; nor shall it be deemed to be a waiver of, or in any manner release the other Party from future performance of the same provision, condition, or requirement; nor shall any delay or omission of a Party in exercising any right hereunder in any manner impair the exercise of any such right or any like right accruing to it thereafter. No waiver shall be effective unless made in writing and signed by the Party to be charged with such waiver.

18.5 If any provision of this Agreement is held to be illegal, invalid, or unenforceable and such invalidity or unenforceability does not have a material and substantial negative impact on the rights, duties and obligations of either Party hereto (i) such provision will be fully severable, (ii) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and (iii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, (1) in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and as may be legal, valid, and enforceable and (2) such illegality, invalidity or unenforceability shall not affect the validity or enforceability in that jurisdiction of any other provision of this Agreement nor the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

18.6 This Agreement supersedes and cancels all prior agreements or understandings (written or oral) between CONTRACTOR and DYNEGY with respect to the Services and Materials to be provided by CONTRACTOR to DYNEGY under this Agreement, including any prior Master Services Agreement between CONTRACTOR and DYNEGY or any predecessor of DYNEGY.

18.7 Neither CONTRACTOR nor DYNEGY will reveal any information concerning details of this Agreement to the press or a news-disseminating agency without the other Party's prior written approval. No photographs are to be taken without prior written approval by an authorized representative of the other Party.

18.8 All exhibits and schedules or descriptions referred to in this Agreement are expressly incorporated herein by reference as if set forth in full, whether or not attached hereto. In the event of any conflict between the terms and conditions set forth in Articles 1 through 19 and the terms and conditions of any exhibit, schedule or other document referenced herein, the terms and conditions of Articles 1 through 19 shall govern and control.

18.9 This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties, and shall not be construed against one Party or the other as a result of the preparation, submittal or other event of negotiation, drafting or execution thereof.

18.10 This Agreement shall determine the rights of the Parties regardless of any additional or contrary terms in any rate schedules, invoices or other documents which may flow from this Agreement's performance, with the exception of any Release Orders. DYNEGY rejects any additional or contrary terms and conditions contained in any such document. DYNEGY's signature on any invoice, rate sheet or other document (other than a Release Order) shall not constitute DYNEGY's consent to any terms and conditions contained therein.

18.11 This Agreement may be amended or modified only by a written agreement executed by both Parties that expressly amends or modifies this Agreement.

ARTICLE 19 – NOTICE

19.1 Unless specifically provided otherwise in this Agreement, any notice or other communication provided for in this Agreement or any notice which either Party may desire to give to the other shall be in writing and shall be deemed to have been properly given if and when sent by facsimile transmission, delivered by hand, or if sent by mail, upon deposit in the United States mail, either U.S. Express Mail, registered mail or certified mail, with all postage fully prepaid, or if sent by courier, by delivery to a bonded courier with charges paid in accordance with the customary arrangements established by such courier, in each case addressed to the Parties at the following addresses:

If to DYNEGY:

Dynegy Midstream Services, Limited Partnership
Attn: Arna Sethna
1000 Louisiana, Suite 5800
Houston, Texas 77002-5050

Invoices shall be sent to the address as directed by the person placing the order.

If to CONTRACTOR:

_____

_____

_____

_____

or at such other address as either Party shall designate by written notice to the other. A notice sent by facsimile shall be deemed to have been received by the close of the first business day following the day on which it was transmitted and confirmed by transmission report or such earlier time as confirmed orally or in writing by the receiving Party. Notice by U. S. Mail, whether by U. S. Express Mail, registered mail or certified mail, or by overnight courier shall be deemed to have been received by the close of the second business day after the day upon which it was sent, or such earlier time as is confirmed orally or in writing by the receiving Party. Either Party may change its address or facsimile number by giving notice of such change in accordance herewith.

ARTICLE 20 – ACKNOWLEDGMENT

20.1 EACH OF THE PARTIES HERETO SPECIFICALLY ACKNOWLEDGES AND AGREES (1) THAT IT HAS A DUTY TO READ THIS AGREEMENT AND THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS HEREOF, AND (2) THAT IT HAS IN FACT READ THIS AGREEMENT AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS AGREEMENT. EACH PARTY HERETO FURTHER AGREES THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEABILITY OF ANY SUCH PROVISIONS OF THIS AGREEMENT ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISIONS OR THAT SUCH PROVISIONS ARE NOT "CONSPICUOUS".

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the day and year set forth below.

DYNEGY MIDSTREAM SERVICES,
LIMITED PARTNERSHIP
By: DYNEGY Midstream G.P., Inc.,
Its general partner

By _____
(Signature)
A. H. Sethna
(Printed/Typed Name)
Contracts Administrator
(Title)
June 18, 2002
(Date)

By _____
(Signature)
BEN BENSON
(Printed/Typed Name)
VP-OPS
(Title)
6-18-02
(Date)

CONTRACTOR'S INCORPORATION STATUS:

Incorporated (X)
Not Incorporated ( )

CONTRACTOR'S TAXPAYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER:

72-0978746

CONTRACTOR'S CORPORATE ADDRESS:

376 S. VALENCIA AVE.
(Street)

(Box)
BREA, CA 92823
(City/State/Zip Code)
714-577-2567
(Telephone Number)

CONTRACTOR'S STATE LICENSE NO.
(where required by state law)

N/A

EXHIBIT A

Companies of Dynegy Holdings, Inc.

Dynegy NGL Pipeline Company
Dynegy Midstream Services, Limited Partnership
Dynegy Power Company
Dynegy Operating Company
Dynegy Engineering Inc.
Illinois Power Company
Riverside Generating Company LLC

h:\winword\attch1-rv5
07/06/00

EXHIBIT B

MASTER SERVICE AGREEMENT RELEASE ORDER

Master Service Agreement ("MSA")

MSA Contract No.: _____ Date of MSA on File: _____

Contractor Name: _____

Start Date: _____ Completion Date: _____ Release Order #: _____

Charge To: _____ Maximum Authorized Amount: _____

Location Site: _____ Location # _____

Description of Services/Scope of Work: _____

Compensation Basis: ☐ PRICE LIST ☐ LUMP SUM ☐ OTHER (Describe below)

Terms of Payment: _____ Attachments: _____

INVOICES MUST REFERENCE BOTH MSA CONTRACT AND RELEASE ORDER NOS. AND BE SENT TO:

DYNEGY MIDSTREAM SERVICES,L.P.

1000 LOUISIANA, SUITE 5800

HOUSTON, TX 77002

ATTN: _____

AGREED TO AND ACCEPTED BY: (contractor)	DYNEGY MIDSTREAM SERVICES,L.P.
Authorized Employee:	Authorized Employee:
Title:	Title:
Phone:	Phone:
Date:	Date:

Distribution: Vendor, Originator, Materials Management

EXHIBIT "C"



CONTRACTOR SAFETY REQUIREMENTS HANDBOOK

TABLE OF CONTENTS

FORWARD 1
Introduction *1*
Pre-Job Meeting *1*
Reporting To Work *1*
Accident, Injury, and Illness Reporting Procedures *1*
Contractor Responsibilities *1*
Notice For Safety Purposes *2*
Personal Protective Equipment *3*
Safe Work Practices *6*
Training *10*
Process Safety Management *10*
Contractor Safety Program Information *11*

Forward

Dynegy Midstream Services, Limited Partnership ("Dynegy") maintains a strong, dedicated commitment to the safety and health of every individual working for the company. While the company commits considerable resources to promote and maintain a safe working environment and protect workers from injury, a portion of the responsibility for safety lies in the hands of each individual.

A successful accident prevention program requires a conscientious work force that knows, understands and follows established safety rules and guidelines. As a contractor working for Dynegy, you, as well as your company, are required to know and follow Dynegy safety requirements. This handbook was created to provide you with the **minimum safety requirements** the company expects from contract personnel. However, this booklet does not address every conceivable practice, procedure or situation you may encounter while working for the company. It is your responsibility to conduct your job in accordance with established safety practices and, where applicable, take additional precautionary measures to ensure the safety and health of all personnel at the job site.

Through our combined efforts we can reach our ultimate objective: ***an accident free, safe and healthy work force.***

Introduction

The following information sets forth the **minimum safety requirements** Dynegy expects from Contractors (including their subcontractors) in the performance of their operations. Each Contractor shall be responsible for ensuring that both contractor and subcontractor personnel comply with all applicable requirements. This document does not, however, address every conceivable practice or procedure that could affect safety at Dynegy facilities and locations. **It is the responsibility of each Contractor to implement and enforce any additional safety practices or procedures that may be necessary for the safe performance of operations by contractor and subcontractor personnel.**

Dynegy reserves the right to inspect and deny access or use of any equipment or substance brought on site.

Pre-Job Meeting

Complete understanding of the safety and health requirements of the job is critical to the overall success of the project. After awarding of bids, Contractors will be required to attend a pre-job meeting to discuss Contractor Safety Requirements and job site safety/hazard information.

Reporting To Work

All Contractor personnel shall report to their appropriate supervisor upon arrival at a Dynegy work location. Contractor Management shall assure that Contractor personnel are given safety orientations for familiarization with potential job site hazards and emergency procedures.

Accident, Injury, and Illness Reporting Procedures

All work-related accidents, injuries, and illnesses shall be reported immediately or as soon as is safely possible to the appropriate Dynegy representative. It is the responsibility of the Contractor's designated person-in-charge to ensure that all accidents or serious near miss situations on the property of Dynegy involving personnel injury or illness, fire and/or explosions, property damage, hazardous material spills, and vehicles are reported both to Dynegy and to all applicable federal, state, and local governmental bodies and agencies having jurisdiction.

Contractor Responsibilities

1. For projects involving 25 or more contract workers onsite, the Contractor shall designate or provide a full-time "Site Safety Representative" to enforce Dynegy and Contractor safety requirements. For contracts involving less than 25 workers onsite, the Contractor shall designate one onsite individual as the person responsible for supervision of contractor safety.

2. Contractor is to assure that all Contractor personnel are qualified and trained to perform contracted services.

3. Contractor is to provide its personnel with proper and well maintained equipment and tools necessary for the particular job being performed, unless otherwise specified by contract language.

4. Contractor is to adhere to all applicable federal, state, and local regulations pertaining to a particular operation for which its services are contracted.

5. Contractor is responsible for ensuring that all operations are conducted in a safe manner, and for promptly correcting and reporting to Dynegy and to Contractor's and subcontractor's employees all known or suspected hazards or unsafe conditions.

6. Contractor is to instruct its personnel to report any known or suspected hazards or suspected hazards or unsafe conditions to the immediate supervisor. Contractor shall immediately notify the appropriate Dynegy representative if known or suspected hazards or unsafe conditions involve Dynegy equipment/personnel.
7. Contractor is to assure the work area is maintained in a clean and orderly fashion.

8. Contractor is responsible for supplying its personnel with all necessary personal protective equipment and other safety equipment, unless otherwise specified by contract language.

9. Contractor is responsible for enforcing Dynegy safe work policies, practices, and procedures as specified in this document, in order to provide a safe working environment.

   - On-the-job "horseplay" is dangerous in any form and will not be tolerated.

10. Contractor personnel violating any Dynegy safety policy, practice, or procedure or applicable governmental regulation are subject to immediate removal from Dynegy property.

Notice For Safety Purposes

1. **No illegal drugs, intoxicating beverages, unauthorized dangerous materials, firearms or weapons allowed on this property.**

2. **Persons possessing or under the influence of drugs, chemical substances or alcohol are not allowed on this property. Violators are subject to removal and/or discharge.**

3. **All persons on this property are subject to search or drug and alcohol screening. Vehicles and other personal effects are also subject to search.**

Personal Protective Equipment

This section lists general personal protective equipment requirements for Contractors working at Dynegy facilities and locations. Additional personal protective equipment or other special items may be specified by Dynegy local Management.

1. Head Protection

   A non-conductive hard hat that meets the requirements of ANSI Z89.1 (Class B) shall be worn in all work areas when a potential hazard of head injury exists or can be anticipated, or when required by Dynegy Management.

2. Foot Protection

   Safety shoes or boots in good condition with slip-resistant soles that meet the requirements of ANSI Z41.1 shall be worn in all work areas except office environments.

3. Eye/Face Protection

   a) Eye protection shall be worn in all work areas when known or potential eye or face injury hazard exists or can be anticipated, or when required by Dynegy Management. Minimum protective eyewear shall be clean safety glasses with side shields. All eye / face protection shall meet the requirements of ANSI Z87.1.

   b) When eye protection is required, safety goggles or face shield shall be worn over prescription eyewear if such eyewear does not meet ANSI Z87.1 requirements.

   c) Face shields must be worn over protective eyewear for work that involves a potential for corrosive / caustic chemical splash to the face, or when required by Dynegy Management.

   d) Contact lens use is prohibited without prior approval of Dynegy management.

4. Hearing Protection

   Hearing protection devices that meet the standards of OSHA 1910.95 shall be worn in all posted high noise areas, or when required by Dynegy Management. (Hearing protection is required in all known or suspected areas where noise levels exceed 85 dba).

5. Work Clothing

a) The minimum clothing suitable for work at the facility shall be a short sleeve shirt and long pants extending below the ankle constructed of cotton, wool or a 65/35 cotton blend.

- Tank tops, body or athletic shirts or any clothing made with non-fire resistant material, not specific herein, is strictly prohibited.

b) Protective clothing shall be worn when handling hazardous materials or chemicals, when specified by the applicable Material Safety Data Sheet (MSDS), or when required by Dynegy Management. Protective clothing that becomes contaminated with hazardous materials or chemicals must be decontaminated at the end of the work shift and / or disposed of properly.

c) Fire Retardant Clothing (FRC) made of Nomex or other approved fire retardant material shall be worn as an outer garment in all "designated FRC areas" or when required by Dynegy Management. Protective clothing shall consist of long sleeve shirts and long pants or long sleeve coveralls and shall be fastened in the front and at the cuff. Coverall front zippers must be closed to the chest snap; the collar snap is not required to be buttoned. All buttons on shirts, except the collar, must be buttoned. Shirt tails shall be kept inside trousers.

d) Contractor personnel involved in spray painting, coating, or abrasive blasting operations shall wear an outer garment of disposable Tyvek or similar material to prevent contamination of personal clothing or FRC.

e) Conductive metal jewelry (rings, wrist watches, necklaces, etc.) must not be worn when working around electricity. Loose jewelry should also not be worn around rotating machinery.

6. Hand Protection

Protective gloves shall be worn where there is a risk of exposure to high temperatures, sharp edges, chemicals, or any other conditions or materials which may cause injury to the hands, or when required by Dynegy Management.

7. Fall Protection

a) All work performed 6' above ground level, or where a fall hazard of 6' exists, will be conducted in accordance with the applicable requirements of OSHA 1926 Subpart M - Fall Protection and Dynegy requirements.

b) Work performed from ladders should be minimized whenever possible. Scaffolding, boson chairs, crane-operated personnel baskets, or bucket trucks shall be used to perform work at elevated locations.

c) Makeshift ladders are not permissible. Ladders must be properly secured. Non-conductive ladders must be used around electrical conduit or electrified equipment. Personnel working from ladders should not overextend their reach. PERSONNEL SHOULD MOVE LADDERS TO PROVIDE PROPER ACCESS.

d) Scaffolding must meet the requirements of OSHA 1910.28 - Safety Requirements for Scaffolding and OSHA 1926.451 - Scaffolding, and must be inspected / approved and tagged by contractor personnel who is a competent person under OSHA's scaffolding requirements certifying compliance before its use.

8. Respiratory Protection Equipment

a) Respiratory protection equipment shall be utilized whenever work activities involve potential exposure to atmospheres that are oxygen-deficient or contain air contaminants that may be harmful to health, or when required by Dynegy Management.

b) The Contractor's respiratory protection equipment shall be selected, inspected, maintained, and used in accordance with OSHA 1910.134 - Respiratory Protection, and Dynegy requirements.

c) The Contractor shall ensure that personnel using respiratory protection equipment have received appropriate respiratory protection training.

d) Breathing air used in supplied-air or self-contained respiratory protection equipment must meet or exceed the standards of Grade "D" air, as specified in OSHA 1910.134. A laboratory analysis or manufacturer's certificate verifying Grade "D" breathing air shall be available for inspection upon request.

e) Compressors used to provide breathing air must be equipped with a high temperature alarm, carbon monoxide (CO) monitor / alarm, and air cleaning / filtering devices as needed to produce Grade "D" quality breathing air. A laboratory analysis verifying Grade "D" output air for breathing shall be available for inspection upon request.

9. Personal Flotation Device (PFD)

a) Contractors working or traveling over water shall have access to a U. S. Coast Guard approved personal flotation device (PFD).

b) The PFD must be worn when riding anywhere other than inside the cabin of a boat. When riding or working in a small open boat, a PFD must be worn at all times.

c) When working within a properly guardrailed platform, a PFD need not be worn. If the work is being done outside of a guardrail, or if there is no guardrail, each employee must wear a PFD.

d) A PFD shall be worn by any person involved in transfers between vessels and structures and while working on barge or boat decks.

10. Other Personal Protective Equipment

Special situations may require the use of additional personal protective equipment. Each contractor shall be solely responsible for recognizing when such equipment is required and shall be responsible to provide such equipment. Additional personal protective equipment requirements may also be specified by Dynegy Management.

Safe Work Practices

The following items address recognized basic safe work practices:

1. Safety Meetings

a) Prior to beginning an unfamiliar, hazardous, or major project, Contractor personnel must conduct a safety meeting to discuss safe procedures and work practices.

b) Contractors are encouraged to conduct daily "tailgate" safety meetings to discuss the days work assignments and proper safety precautions.

c) Contractor personnel may attend Dynegy on-the-job safety meetings when held at Dynegy locations, at the discretion of the appropriate Dynegy representative.

2. Smoking

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

3. Signs

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

4. Control of Hazardous Energy (Lockout / Tagout)

All Contractors are required to be familiar with and comply with Dynegy site-specific lockout / tagout procedures while working on powered equipment, when performing confined space entry operations, or when engaged in other work activities where the control of hazardous energy is necessary to ensure personnel safety.

5. Permit to Work Systems

All Contractors must be familiar with and comply with all permit requirements when working at Dynegy facilities. Permits, if required, must be issued prior to the work beginning, and may only be issued by Dynegy personnel.

6. Confined Space Entry

All Contractors performing work involving "Confined Space Entry" shall be familiar with and comply with Dynegy confined space entry permit procedures.

7. Hot Work

All Contractors conducting "Hot Work" (welding, cutting, etc.) shall be familiar with and comply with Dynegy hot work permit procedures.

8. Hazard Communication

a) All Contractor personnel shall be familiar with and comply with Dynegy site-specific Hazard Communication Program requirements and procedures.

b) Dynegy will provide to Contractor, upon request, an appropriate Material Safety Data Sheet (MSDS) for hazardous chemicals or materials maintained onsite by Dynegy.

c) Contractor shall maintain onsite an appropriate MSDS for any hazardous material or chemical which Contractor brings onsite. Contractor is to submit an MSDS, for every hazardous material brought on site. Such hazardous materials or chemicals will be properly stored and marked in accordance with OSHA regulations.

9. Hydrogen Sulfide (H2S) Operations

a) All work involving H2S must be conducted in accordance with applicable state or federal regulations, and Dynegy requirements.

b) Depending upon the nature of the work to be performed and whether the presence of H2S is anticipated, H2S training, respiratory protection equipment, gas detection/alarm equipment, and other protective measures may be required.

10. Excavation

All excavation related work must be conducted in accordance with OSHA 1926 Subpart P-Excavations, and Dynegy requirements.

11. Fire Prevention and Control

a) Smoking is permitted only in designated smoking areas approved by Dynegy Management.

b) Welding and cutting is prohibited outside of designated safe welding areas unless controlled by a hot work permit. A fire watch is required for all hot work, unless the work takes place inside a designated safe welding area.

c) Approved fire extinguishers must be available wherever hot work, open flames, or use of flammable gas/liquids presents a risk of fire. Personnel designated to utilize fire extinguishers must be familiar with their proper use and limitations. Fire extinguishers must be maintained in good working order, and inspected in accordance with state or federal regulations.

d) Good housekeeping is an important part of fire prevention, and must be strictly enforced. Oily rags, debris, trash, and other unnecessary material must be picked up and disposed of regularly. Trash receptacles must be available in the area and emptied on a regular basis.

e) Minor spills or leaks of flammable/combustible liquids must be cleaned up promptly, and the source of spill/leak repaired.

f) Bulk transporters or tank trucks loading or unloading flammable liquids must utilize grounding/bonding equipment to prevent ignition of flammable vapors due to static electrical discharge.

g) The potential for static electrical discharge should be considered for other flammable liquid transfers, such as filling drums, buckets, or other small containers. Use of bonding equipment and other precautions to prevent ignition of flammable vapors should be utilized whenever appropriate.

h) Gasoline is a fuel and must not be used as a cleaning agent. Gasoline and other flammable liquids must not be stored in glass or plastic containers. U.L./F.M. approved metal safety cans are recommended.

i) Portable tanks and drums for flammable liquid storage should be:

(i) Constructed of metal unless the liquid is corrosive to metal.

(ii) Adequately vented with flame arresting capability whenever possible.

(iii) Equipped with self-closing spouts to prevent spillage.

(iv) Located as far as feasibly possible from electrical and mechanical equipment.

12. Vehicle Operations

a) Contractors must operate vehicles in full compliance with all applicable federal, state, and local regulations.

b) No motor powered vehicle will be left running if the operator leaves the operating position.

c) **STAY WITHIN POSTED SPEED LIMITS.** On pipeline right-of-ways or other roadways which do not have posted speed limits, **SLOW DOWN** and be alert for other vehicles, pedestrians, livestock, etc.

d) Seat belt use is **mandatory** for all persons riding in Dynegy owned or operated vehicles which are equipped with seat belts.

e) **DRIVE DEFENSIVELY** at all times.

f) All contractor vehicle accidents that occur on Dynegy property must be reported promptly to the Dynegy Supervisor in Charge.

13. Emergency Drills

Contractor personnel must become familiar with their prescribed assignments in an emergency and participate in drills conducted on Dynegy facilities, when requested.

14. Entry into Water

Non-rescue entry into the water from an Dynegy facility is strictly prohibited, unless specifically authorized by Dynegy in order to perform services (i.e., diving).

15. Equipment Operator Qualifications

a) Any Contractor employee required to operate a crane, forklift, or other heavy equipment, shall be qualified to operate the equipment and comply with applicable OSHA and Dynegy operating procedures. All operator qualifications are subject to approval by Dynegy.

b) No motor powered vehicle will be left running if the operator leaves the operating position.

16. Protection of Openings

a) All hole and floor openings will be constantly attended while opened and not barricaded.

b) All hole and floor opening barricades must be constructed to prevent accidental entry.

17. Trailers and temporary buildings will be secured by anchors. If electrical power is used, the building must be grounded.

18. The contractor shall establish and maintain electrical ground fault protection by using either Ground Fault Circuit Interrupters or implementing an Assured Electrical Equipment Grounding Conductor Program. The program will cover all cord sets and receptacles which are not a part of the permanent wiring of a building or structure. Including equipment connected by cord and plug which are available for use or are used by contractor employees. This program will comply with the minimum standards set forth in 29CFR part 1926.404b.

Training

The Contractor is responsible for conducting and documenting all Contractor employee training required by federal, state, or local safety and health regulations. Such documentation may be subject to review by Dynegy at any time prior to, during or after completion of any project or work.

Process Safety Management

Contractors working at Dynegy facilities covered by OSHA 1910.119 - Process Safety Management, and whose work involves plant process areas, product storage areas, or other "covered processes" (as defined by OSHA) must:

1. Establish procedures to properly conduct those contractor performed maintenance activities which affect process safety.

2. Contractor must document that each contractor employee has been trained in the work practices necessary to safely perform his/her job.

3. Contractor must document that each contractor employee has been instructed in the known and potential fire, explosion, or toxic release hazards related to his/her job and the process.

4. Document that each contractor employee has been instructed in the applicable provisions of the facility Emergency Plan.

5. Assure that each contractor employee follows all applicable safety rules of the facility or work location.

6. Advise Dynegy of any unique hazards presented by the contractor's work, and any hazards identified by the contractor or its employees during the work.

Documentation required in "2", "3", and "4" above must include the name of each contractor employee, the date of training, and the means utilized to verify that the employee understood the training.

Contractor Safety Program Information

The Contractor will be asked to provide accident/incident rates, worker's compensation experience modification rates, and other information in order to assist Dynegy in evaluating Contractor safety management practices and performance.

DYNEGY
ENTERPRISE SUPPLIER DIVERSITY INITIATIVE
THIRD PARTY UTILIZATION REPORT

EXHIBIT D

In keeping with our tradition of being an industry leader, a world-class organization, and a good corporate citizen, Dynegy has chosen diversity as a corporate value and a key strategic initiative for our continued success and branding of the Dynegy name. Our ever-expanding footprint and the growing diversity of our markets, customers and employees, tell us that embracing diversity is just good business. The vision of the diversity initiative is to adopt the real-life environment of our diverse society into Dynegy's corporate culture, and to match Dynegy's business practices with our corporate values. The purpose of the Enterprise Supplier Diversity Initiative is to identify and enable minority and woman-owned business enterprises to participate in Dynegy's procurement process to the greatest extent possible based on their ability to contribute to our corporate objectives. Accordingly, as we move forward with the development of supplier alliances that go beyond the buyer-seller relation to contributing to the objectives and values of Dynegy, we anticipate that our suppliers will embrace Dynegy's value of, and commitment to diversity. In support of Dynegy's commitment to supplier diversity, you are requested to complete and return this report per the definitions and instructions provided below.

A. Definitions and Codes

Minority-owned Business Enterprise (MBE) means a for profit enterprise that is at least 51 percent owned, managed and controlled by United States citizens belonging to one or more of the following groups: African American, Asian American, Hispanic American or Native American.

Woman-owned Business Enterprise (WBE) means a for profit enterprise that is at least 51 percent owned, managed and controlled by United States citizens who are non-minority (Caucasian) females.

M/WBE Ownership Code:

01	African American
02	Asian American
03	Hispanic American
04	Native American
05	Non-minority (Caucasian) female

Certified M/WBE means a for profit enterprise that has been audited by a local, regional and/or national certifying agency which has confirmed that the business is at least 51% owned managed and controlled by one or more ethnic minorities and/or non-minority females that are United States citizens. (All participating firms reporting themselves to be a M/WBEs must be certified or willing to obtain certification in a timely manner)

Direct Purchases are those materials and/or services procured from third party suppliers that can be directly related to a Dynegy contract or purchase agreement.

Indirect Purchases are those materials and/or services procured from third party suppliers that cannot be directly related to any specific customer or contract agreement. Such procurements are usually made to support the general, administrative and/or operational requirements of the company.

Reporting Period shall be cumulative by calendar quarter through the end of the company's fiscal year. (i.e., January to March, January to June, January to September, January to December). All data in this report must represent the same reporting period.

DYNEGY
ENTERPRISE SUPPLIER DIVERSITY INITIATIVE
THIRD PARTY UTILIZATION REPORT

B. Supplier and Contract Summary Information

Company Name _____

Contact Person _____

Telephone No. _____ Fax No. _____ E-mail _____

Dynegy Contract Title _____ Dynegy Contract Number _____

Reporting Period: _____ to _____ Total Sales $_____ Sales to Dynegy: $_____

C. Direct Purchases (Materials/services procured from third party suppliers directly related to a Dynegy requirement)

Total Procurements directly related to Dynegy Contract Agreements $_____

Minority and Women-owned Business Enterprise Utilization Summary:

M/WBE Supplier Name Telephone Number	Materials/Services Purchased	Amount Paid	M/WBE Code	CERTIFIED (Yes/No)

Amount of MBE Procurements $_____ Percent MBE Procurements to Total _____%

Amount of WBE Procurements $_____ Percent WBE Procurements to Total _____%

D. Indirect Purchases (Materials/services procured from third party suppliers not directly related to a customer requirement)

Total Procurements not directly related to a specific customer/contract agreement $_____

Minority and Women-owned Business Enterprise Utilization Summary (Attach list representing 80% of Amount):

Amount of MBE Procurements $_____ Percent MBE Procurements to Total _____%

Amount of WBE Procurements $_____ Percent WBE Procurements to Total _____%

Please complete and return by the 15th calendar day following the end of each calendar quarter to:

Director, Enterprise Supplier Diversity Initiative
Dynegy Inc
1000 Louisiana Street
Suite 5800
Houston, Texas 77002
Via Fax: 713-767-8711

SCM-00349

AMENDMENT

This Amendment to Master Services Agreement No. MSA-3775 to be effective as of December 1, 2004, and as executed on the date indicated below by and between DYNEGY MIDSTREAM SERVICES, LIMITED PARTNERSHIP, a Delaware limited partnership, hereinafter referred to as "Dynegy", and O'BRIEN'S OIL POLLUTION SERVICES INC, hereinafter referred to as "Contractor".

WHEREAS, Dynegy and Contractor entered into that certain Master Services Agreement (the "Agreement") effective on 6/18/2002; and

WHEREAS, Dynegy and Contractor desire to amend the Agreement in order to revise certain of the terms and conditions as identified below in this Amendment.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Dynegy and Contractor agree as follows:

1. All originally attached Exhibits to the Agreement are deleted in their entirety and replaced where referenced in this Amendment.

2. Article 1.3 is hereby deleted it its entirety and replaced with the following:

"Dynegy Indemnified Parties" means Dynegy, its parent and subsidiary companies as defined by the term "Affiliate," and all of its and their respective co-owners, partners, joint venturers, officers, directors, employees and agents."

"If the Services being performed under this Agreement or a Purchase Order are being performed for Venice Energy Services Company, L.L.C., then the Special Provisions pertaining to the alternate definition of "Dynegy Indemnified Parties" for Venice contained in Exhibit G, attached hereto to this Agreement, shall apply to this Article 1.3."

"If the Services being performed under this Agreement or a Purchase Order are being performed for Versado Gas Processors, L.L.C., then the alternate definition of "Dynegy Indemnified Parties" for Versado contained in Exhibit G, attached hereto to this Agreement, shall apply to this Article 1.3."

3. Article 2.1 is hereby deleted in its entirety and replaced with the following:

"Although this Agreement is solely between Dynegy and Contractor, any Dynegy Affiliate shall have the right to issue a Purchase Order for Services subject to the terms of this Agreement. Contractor agrees that upon receipt of a Purchase Order from any Dynegy Affiliate, this Agreement shall then serve as the agreement between Contractor and the Dynegy Affiliate placing the Purchase Order, such Dynegy Affiliate as placed that order shall be "Dynegy" under this Agreement for purposes of such Purchase Order, and this Agreement shall not be construed as a guaranty of the ordering entity's payment or performance obligations hereunder by Dynegy Inc. or any other Dynegy Affiliate. Rather, it is agreed by Contractor that it shall look solely to the Dynegy Affiliate placing such Purchase Order for performance of all obligations of Dynegy hereunder as to such Purchase Order."

4. Article 3.1 is deleted in its entirety and replaced with the following:

"This Agreement shall cover all Services provided by Contractor to Dynegy during the Term of this Agreement. Nothing herein shall obligate Dynegy to order Services from Contractor nor obligate Contractor to provide the Services requested by Dynegy. Dynegy shall not be prohibited from entering into other agreements with other parties for the Services covered by this Agreement."

"Each request for Services will be made by Dynegy in writing pursuant to a Purchase Order, which a sample is attached hereto to this Agreement as Exhibit A. Contractor's acceptance of Dynegy's Purchase Order shall be accomplished by the commencement of the Services or shipment of any Material specified

in the Purchase Order. Each Purchase Order shall be considered a supplement to and form a part of this Agreement."

"In the event that Contractor performs Services for Dynegy that have been authorized by Dynegy but are not covered by a Purchase Order, Contractor and Dynegy agree that such Services shall be governed by and performed under the terms of this Agreement."

5. Article 4.1 is deleted in its entirety and replaced with the following:

"Contractor shall be compensated for the Services performed under each Purchase Order at the rates specified in the Purchase Order or if no rates are specified in the Purchase Order, at the On File Rates when a Purchase Order for Services is placed. For changes in On File Rates to be binding on Dynegy, such changes must be made in writing at least thirty (30) days prior to their effective date and must be agreed to in writing by Dynegy."

6. Article 9.1 is deleted in its entirety and replaced with the following:

"Contractor shall be entitled to retain any Subcontractors necessary to assist Contractor in the performance of the Services. The creation of any Subcontractor relationship shall not relieve Contractor of any of its obligations under this Agreement. Contractor shall be responsible for observance by all Subcontractors of all the provisions of this Agreement and Contractor shall be responsible for the acts or defaults of any Subcontractor as fully as if they were the acts or defaults of Contractor."

"Contractor shall require all of its Subcontractors to submit to Dynegy a completed Contractor's Pre-Selection Questionnaire in the form attached hereto as Exhibit "H" prior to commencing work on Dynegy facilities."

"If, in Dynegy's sole judgment it is desirable, Contractor, at Dynegy's request, shall remove any Contractor employee or Subcontractor performing the Services or at the Site. **DYNEGY SHALL HAVE NO LIABILITY TO CONTRACTOR AND CONTRACTOR AGREES, WITHOUT LIMIT AND AT ITS OWN COST, TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE DYNEGY INDEMNIFIED PARTIES FROM ANY AND ALL CLAIMS ARISING OUT OF OR RESULTING FROM ANY SUCH REMOVAL."**

"The Parties agree that in the event the Contractor utilizes Subcontractors in the execution of this Agreement, it is Contractor's goal to use diligent efforts to afford qualified M/WBE an opportunity to participate in the delivery of Materials and/or the Services. To achieve this goal, Dynegy has established M/WBE percentage participation targets, which are not intended to limit M/WBE participation to any extent, for all Subcontractor utilization as follows:"

"MBE shall equal or exceed fifty-one percent (51%)"

"WBE shall equal or exceed fifty-one percent (51%)"

"Contractor must report Subcontractor utilization as directed by Exhibit "D". The reporting Period shall be cumulative by calendar quarter, through the end of Dynegy's fiscal year (i.e., January to March, January to June, January to September, January to December). All data contained in a report must represent the same reporting period."

7. The following sentence is added to Article 12.1:

"If the Services being performed under this Agreement or a Purchase Order are being performed in the State of Illinois, then the Special Provisions pertaining to Mechanics' Liens applicable to Services performed in Illinois contained in Exhibit G, attached hereto to this Agreement, shall be in addition to the *language contained in this* Article 12.1."

8. Article 13.3 is deleted in its entirety and replaced with the following:

"Contractor agrees to fully comply with the safety procedures of Dynegy attached hereto to this Agreement as Exhibits B, C, E and H."

9. Article 14.4 is added as follows:

"If the Services being performed under this Agreement or a Purchase Order are being performed in the State of Illinois, then the Special Provisions relating to indemnity provisions applicable to Services performed in Illinois contained in Exhibit G, attached hereto to this Agreement, shall entirely replace and supersede Articles 14.1 and 14.2."

10. Article 15.1 (e) is hereby deleted in its entirety and replaced with the following:

"Excess liability insurance with limits of not less than $2,000,000 per occurrence and in the aggregate providing additional limits of insurance to the coverage described in paragraphs (b), (c) and (d) above."

11. Article 15.4 is hereby deleted in its entirety and replaced with the following:

"All policies of insurance referred to herein, with the exception of Workers' Compensation and Employer's Liability, shall, as required to be insured under Contractor's contractual indemnity provisions of this Agreement, name the Dynegy Indemnified Parties as an Additional Insured with Additional Insured Endorsement (CG 20101185 or equivalent) as respects the Services performed and Materials provided under this Agreement, and shall contain a Contractual Liability Endorsement and a "Severability of Interest" clause or endorsement. While the policies of insurance shall specifically name the "Dynegy Indemnified Parties" as an Additional Insured as that term is defined in this Agreement, Contractor will also ensure that all policies of insurance also list the following specific Dynegy Indemnified Parties, which list in no way limits the entities considered as Dynegy Indemnified Parties under this Agreement: Anglo-Suisse Offshore Pipeline Partners, L.L.C., Cedar Bayou Fractionators, L.P.; Dynegy Danskammer, L.L.C.; Dynegy, Inc.; Dynegy Midstream Services, Limited Partnership; Dynegy Midwest Generation, Inc.; Dynegy Northeast Generation, Inc.; Dynegy Operating Company; Dynegy Parts and Technical Services, Inc.; Dynegy Roseton, L.L.C.; Venice Energy Services Company, L.L.C.; and Versado Gas Processors, L.L.C. Further, all of the above insurance policies shall contain provisions that no cancellation or material change shall become effective except on thirty (30) days prior written notice to Dynegy. Renewal certificates shall be delivered to Dynegy within ten (10) days of policy expiration. Contractor's insurance policies shall not contain exclusions for claims arising out of the negligence of the Dynegy Indemnified Parties as an Additional Insured."

12. The following sentence is added to Article 18.2:

"If the Services being performed under this Agreement or a Purchase Order are being performed in the State of Illinois then the Special Provisions pertaining to governing law, jurisdiction and venue applicable to Services performed in Illinois contained in Exhibit G, attached hereto to this Agreement, shall entirely replace and supersede this Article 18.2."

13. Article 18.12 is added as follows:

"Contractor agrees to abide by Dynegy's policies and procedures pertaining to harassment contained in Exhibit F, attached hereto to this Agreement, and will ensure that all of its employees and Subcontractors providing Services under this Agreement abide by these policies and procedures."

All other provisions of the Agreement shall remain in full force and effect.

Accepted and Agreed to:	Accepted and Agreed to:
O'Brien's Oil Pollution Services Inc	**Dynegy Midstream Services, Limited Partnership**
By: K. Tim Perkins	By:
Printed Name: K. Tim PERKINS	Printed Name: George W. Niven, Jr.
Title: CEO	Title: Contract Administrator
Date: December 22, 2004	Date: 12/27/2004

EXHIBIT A – MASTER SERVICES AGREEMENT

PURCHASE ORDER FORM

Note: Form PO is attached hereto.

Dynegy MSA No. _____

Purchase Order

Dynegy _____ ("Dynegy")
<Address>
United States

DUPLICATE **Dispatch via Print**

Purchase Order	Date	Revision	Page
Payment Terms	**Freight Terms**		**Ship Via**
Buyer	**Phone**		**Currency**
< Dynegy CA>			USD

Contractor: <number>
<name>
<address>
<city, state, zip>
United States
Fax:

Ship To: <plant name>
<address>
<city, state, zip>
United States

Bill To: Send Invoice to Ship To Location
<city, state>
United States

**"Tax Exempt?N Tax Exempt

Description:

Line- Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date

Total PO Amount [ ]

All shipments, shipping papers, invoices, and correspondence must identify the applicable Dynegy Purchase Order Number.

Acceptance by Contractor of this Purchase Order may be accomplished by delivery to Dynegy of a signed Purchase Order or by commencement of any work, performance of any service or shipment of any goods or materials provided for in this Purchase Order. This Purchase Order requires Contractor to provide the Materials and/or Services on a non-exclusive basis solely under the written terms contained in this Purchase Order which shall determine the rights of the Parties regardless of contrary or additional terms in any rate schedules, work orders, invoices, receipts or other documents which may flow from this Purchase Order's performance. Dynegy rejects any additional or contrary terms and conditions contained in any such document, and Dynegy's signature on any invoice, rate sheet or other document shall not constitute Dynegy's consent to any terms and conditions contained therein. This Purchase Order may be amended, modified or changed only by a written amendment that is signed by an authorized representative of each Party. Dynegy expressly disclaims any unsigned amendments, alterations or modifications.

If Contractor has entered into a Master Services Agreement with Dynegy or any of Dynegy's Affiliates that applies to the purchase of materials and/or services as set forth in this Purchase Order, then the terms and conditions of such Master Services Agreement governs this Purchase Order. For purpose of this Purchase Order, "Affiliate" means any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the specified Person. For purposes of this definition, "control" shall mean ownership, directly or indirectly, of fifty percent (50%) or more of either the outstanding voting stock of the controlled Person or any other ownership interest in the controlled Person if such interest has, directly or indirectly, the power to direct or cause the direction of the management and policies of such relevant Person. "Person" means an individual, corporation, limited liability company, partnership, joint venture, unincorporated organization or any other legal entity.

If Contractor has not entered into a Master Services Agreement with Dynegy or any of Dynegy's Affiliates, by placing this order for the services and/or materials specified by this Purchase Order, Contractor hereby accepts the Dynegy Standard Purchase Order Terms and Conditions which are posted at http://www.dynegy.com/downloads/Dynegy_SupplierT&C.pdf, and has fully read, understood and accepted the Dynegy Standard Purchase Order Terms and Conditions in their entirety and without modification. All modifications to the Dynegy Standard Purchase Order Terms and Conditions agreed to between Dynegy and Contractor are contained in this Purchase Order, if any. Contractor acknowledges that it had the opportunity to review and discuss the Dynegy Standard Purchase Order Terms and Conditions with Dynegy prior to entering into this Purchase Order. Should Contractor desire to discuss the Dynegy Standard Terms and Conditions with Dynegy, or if Contractor has difficulty retrieving the posted Dynegy Standard Terms and Conditions, please call Dynegy representative listed as the "Buyer" above to assist. Dynegy reserves the right to modify the Dynegy Standard Purchase Order Terms and Conditions located at the above Internet address from time-to-time at its sole discretion; thus, Contractor should refer to these terms and conditions for each Purchase Order it receives from Dynegy or any of Dynegy's Affiliates.

" If Contractor currently holds a valid Direct Pay Permit (DPP) from the specific purchasing entity above, the Tax Exempt Indicator and Tax Amounts should be disregarded. Dynegy will self-remit any sales or use tax due on its appropriate DPP. This exception does NOT apply when Contractors are responsible for tax.

Dynegy has banned smoking in all its buildings and vehicles. Smoking is permitted out-of-doors only. All Contractors are required to comply with this policy.

EXHIBIT B – MASTER SERVICES AGREEMENT

DYNEGY'S MINIMUM CONTRACTOR SAFETY REQUIREMENTS

Forward

Dynegy maintains a strong, dedicated commitment to the health and safety of every individual working for the company. While the company commits considerable resources to promote and maintain a safe working environment and protect workers from injury, a portion of the responsibility for safety lies in the hands of each individual.

A successful incident prevention program requires a conscientious work force that knows, understands, and follows established safety rules and guidelines. As a Contractor employee working for Dynegy, you, as well as your company, are required to know and follow Dynegy's safety requirements. This document was created to provide you with the minimum safety requirements the company expects from Contractor personnel. However, this information does not address every conceivable practice, procedure, or situation you may encounter while working for the company. It is your responsibility to conduct your job in accordance with established safety practices and, where applicable, take additional precautionary measures to ensure the health and safety of all personnel at the job site.

Considered as part of these minimum safety requirements but not specifically set forth herein are that Contractor and subcontractor personnel will also be responsible for observing and abiding by: 1) All applicable laws, regulations, ordinances, and other rules of the federal, state, municipality, territory, parish, county, local government, or political subdivision thereof or any other duly constituted public authority having jurisdiction over Contractor and subcontractor personnel, the site upon which the services are provided or the activities being performed, and 2) Any other safety requirement which is reasonable and customary for the services prevailing at the time and place where the services are being rendered.

Through our combined efforts we can reach our ultimate objective: ***A safe and healthy, Incident free, work force.***

Introduction

The following information sets forth the **minimum safety requirements** Dynegy expects from Contractors (including their subcontractors) in the performance of their operations. Each Contractor shall be responsible for ensuring that both Contractor and subcontractor personnel comply with all applicable requirements. This document does not, however, address every conceivable practice or procedure that could affect safety at Dynegy facilities and locations. **It is the responsibility of each Contractor to implement and enforce any additional safety practices or procedures that may be necessary for the safe performance of operations by Contractor and subcontractor personnel.**

Dynegy reserves the right to inspect and deny access or use of any equipment or substance brought on site.

Pre-Job Meeting

Complete understanding of the health and safety requirements of the job is critical to the overall success of the project. After the awarding of bids, Contractors will be required to attend a pre-job meeting to discuss Contractor Safety Requirements and job site safety/hazard information as required.

Reporting To Work

All Contractor personnel shall report to their appropriate supervisor upon arrival at a Dynegy work location.

Accident, Injury, and Illness Reporting Procedures

All work-related accidents, injuries, and illnesses should be reported immediately or as soon as is safely possible to the appropriate Dynegy representative. It is the responsibility of the Contractor's designated person-in-charge to ensure that documented reports for all accidents or serious near miss situations on Dynegy property involving personnel injury or illness, fire and/or explosions, property damage, hazardous material spills, and vehicles, if involving another party, are delivered to the appropriate Dynegy representative. Dynegy Incident Investigation Report as well as Illinois Form 45 must be completed and provided to Dynegy Plant Safety. The Contractor is also responsible to report Contractor's incidents to all applicable federal, state, and local governmental bodies and agencies having jurisdiction, as required.

Contractor Responsibilities

1. For projects involving 25 or more Contractor and subcontractor workers onsite, the Contractor shall designate or provide a "Site Safety Representative" to enforce Dynegy and Contractor safety requirements. For contracts involving less than 25 workers onsite, the Contractor shall designate one onsite individual as the person responsible for supervision of Contractor safety.

2. Contractor is to ensure that all Contractor personnel, including Contractor's subcontractors fully comply with Dynegy's Minimum Contractor Drug and Alcohol and Random Security Search Policy attached hereto as Exhibit "E", or any alternate version provided by Dynegy to Contractor.

3. Contractor is to ensure that all Contractor personnel, including Contractor's subcontractors, are qualified and trained to perform contracted services, i.e., DOT Operator Qualification, OSHA Power Generation, Transmission and Distribution Standard, Confined Space Entry, Respirator Protection, etc.

4. Contractor is to provide its personnel with proper and well-maintained equipment and tools necessary for the particular job being performed, unless otherwise specified by contract language. The use of Dynegy equipment and tools is strictly prohibited, unless expressly permitted by Facility Management

5. Contractor is to adhere to all applicable federal, state, and local regulations pertaining to a particular operation for which its services are contracted.

6. Contractor is responsible for ensuring that all operations are conducted in a safe manner, and for promptly correcting and reporting to Dynegy and to Contractor's and subcontractor's employees all known or suspected hazards or unsafe conditions.

7. Contractor is to instruct its personnel to report any known or suspected hazards or unsafe conditions to the immediate supervisor. Contractor shall immediately notify the appropriate Dynegy representative if known or suspected hazards or unsafe conditions involve Dynegy equipment/personnel.

8. Contractor is to ensure the work area is maintained in a clean and orderly fashion.

9. Contractor is responsible for supplying its personnel with all necessary personal protective equipment and other safety equipment, unless otherwise specified by contract language.

10. Contractor is responsible for enforcing Dynegy safe work policies, practices, and procedures, in order to provide a safe working environment.

Violations

Contractor personnel violating any Dynegy safety policy, practice, or procedure or applicable governmental regulation are subject to immediate removal by from the property.

Illegal Drugs, Unauthorized Material, Search and Screening

1. No illegal drugs, intoxicating beverages, unauthorized dangerous materials, firearms or weapons allowed on this property.

2. Persons possessing or under the influence of drugs, chemical substances or alcohol are not allowed on this property. Violators are subject to removal and/or discharge.

3. All persons on Dynegy property are subject to search or drug and alcohol screening. Vehicles and other personal effects are also subject to search.

Identification Badges

All persons on Dynegy property must comply with Dynegy and facility ID badging policies and procedures.

Personal Protective Equipment

This section lists general personal protective equipment requirements for Contractors working at Dynegy facilities and locations. Additional personal protective equipment or other special items may be specified by facility requirements.

1. Head Protection

   A non-conductive hard hat that meets the requirements of ANSI Z89.1 (Class G) shall be worn in all work areas when a potential hazard of head injury exists or can be anticipated, or when required by facility management.

2. Foot Protection

   Safety shoes or boots in good condition and appropriate to the work being performed shall be worn in work areas designated by facility management.

3. Eye/Face Protection

   a) Eye protection shall be worn in all work areas when known or potential eye or face injury hazard exists or can be anticipated, or when required by facility management. Minimum protective eyewear shall be clean safety glasses. Dynegy facility management will inform Contractor of side shield and goggle requirements. All eye protection shall meet the requirements of ANSI Z87.1.

   b) Face shields must be worn over protective eyewear for work that involves a potential for corrosive/caustic chemical splash to the face, when grinding or when required by facility management.

4. Hearing Protection

   Hearing protection devices that meet the standards of OSHA 1910.95 shall be worn in all posted high noise areas, or when required by facility management. (Hearing protection is required in all known or suspected areas where noise levels exceed 85 dBA).

5. Work Clothing

   a) The minimum clothing suitable for work at the facility or job location will be determined and communicated by facility management.

   b) Protective clothing shall be worn when handling hazardous materials or chemicals, when specified by the applicable Material Safety Data Sheet (MSDS), or when required by facility management. Protective clothing that becomes contaminated with hazardous materials or chemicals must be decontaminated by the Contractor company at the end of the work shift and/or disposed of properly.

   c) Fire Retardant Clothing (FRC) made of Nomex or other approved fire retardant material shall be worn as an outer garment in all "designated FRC areas" or when required by facility management

   d) Contractor personnel involved in spray painting, coating, or abrasive-blasting operations shall wear an outer garment of disposable Tyvek or similar material to prevent contamination of personal clothing or FRC worn underneath.

e) Jewelry or loose clothing that may become entangled in tools or equipment must be secured. Jewelry that may contact energized electrical equipment must be made non-conductive by removal or covered with PPE.

f) Long hair should not be worn loose allowing it to create a situation where entanglement in rotating equipment may occur. Pony tails should not hang loose
if of sufficient length to create an entanglement hazard.

6. Hand Protection

Protective gloves shall be worn where there is a risk of exposure to high temperatures, electricity, sharp edges, chemicals, or any other conditions or materials that may cause injury to the hands, or when required by facility management.

7. Fall Protection

a) All work performed 6' above ground level, or where a fall hazard of 6' exists, will be conducted in accordance with the applicable requirements of OSHA 1926 Subpart M - Fall Protection and Dynegy requirements.

b) Work performed from ladders will be minimized whenever possible. Scaffolding, boatswains chairs, crane-operated personnel baskets, or bucket trucks shall be used to perform work at elevated locations. Crane-operated personnel baskets are not recommended for use; but if such apparatus must be used, Contractor shall strictly conform to all requirements of OSHA 1926.550 (g).

c) All ladders must conform to OSHA requirements. Makeshift ladders are not permissible. Ladders must be properly secured. Stepladders shall not be used as straight or extension ladders. Non-conductive ladders must be used around electrical conduit or energized equipment. Personnel working from ladders will not overextend their reach. PERSONNEL SHALL MOVE LADDERS TO PROVIDE PROPER ACCESS.

d) Scaffolding must meet the requirements of OSHA 1910.28 - Safety Requirements for Scaffolding and OSHA 1926.451 - Scaffolding, and must be inspected/approved and tagged by Contractor personnel, who is a competent person under OSHA's scaffolding requirements, certifying compliance before its use.

8. Respiratory Protection Equipment

a) Respiratory protection equipment shall be utilized whenever work activities involve potential exposure to atmospheres that are oxygen-deficient or contain air contaminants that may be harmful to health, or when required by facility management.

b) The Contractor's respiratory protection equipment shall be selected, inspected, maintained, and used in accordance with OSHA 1910.134 - Respiratory Protection, and Dynegy requirements.

c) The Contractor shall ensure that personnel using respiratory protection equipment have received appropriate medical clearance, fit testing, and respiratory protection training. Documentation of the above shall be available upon request.

d) Breathing air used in supplied-air or self-contained respiratory protection equipment must meet or exceed the standards of Grade "D" air, as specified in OSHA 1910.134. A laboratory analysis or manufacturer's certificate verifying Grade "D" breathing air shall be available for inspection upon request.

e) Compressors used to provide breathing air must be equipped with a high temperature alarm, carbon monoxide (CO) monitor/alarm, and air cleaning/filtering devices as needed to produce Grade "D" quality breathing air. A laboratory analysis verifying Grade "D" output air for breathing shall be available for inspection upon request.

9. Personal Flotation Device (PFD)

a) Contractors working or traveling over water shall provide their own U.S. Coast Guard approved personal flotation device (PFD).

b) The PFD must be worn when riding anywhere other than inside the cabin of a boat. When riding or working in a small open boat, a PFD must be worn at all times.

c) When working within a properly guardrailed platform, a PFD need not be worn. If the work is being done outside of a guardrail, or if there is no guardrail, each person must wear a PFD.

d) A PFD shall be worn by any person involved in transfers between vessels and structures and while working on barge or boat decks.

10. Other Personal Protective Equipment

Special situations may require the use of additional personal protective equipment. Each Contractor shall be solely responsible for recognizing when such equipment is required and shall be responsible to provide such equipment. Additional personal protective equipment requirements may also be specified by facility management.

Safe Work Practices

The following items address recognized basic safe work practices:

1. Safety Meetings

   a) Prior to beginning an unfamiliar, hazardous, or major project, Contractor personnel must conduct a documented safety meeting to discuss safe procedures and work practices.

   b) Contractors shall conduct daily "tailgate" safety meetings to discuss the days work assignments and proper safety precautions.

2. Smoking

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

3. Signs

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

4. Control of Hazardous Energy (Lockout/Tagout)

   All Contractors are required to be familiar with and comply with Dynegy site-specific lockout/tagout procedures while working on powered equipment, when performing confined space entry operations, or when engaged in other work activities where the control of hazardous energy is necessary to ensure personnel safety.

5. Permit to Work Systems

   All Contractors must be familiar with and comply with all permit requirements when working at Dynegy facilities. Permits, if required, must be issued prior to the work beginning, and may only be issued by Dynegy personnel.

6. Confined Space Entry

   All Contractors performing work involving "Confined Space Entry" must comply with requirements in OSHA 29 CFR and shall be familiar with and comply with Dynegy confined space entry permit procedures.

7. Hot Work

   All Contractors conducting "Hot Work" (welding, cutting, etc.) must comply with requirements in OSHA 29 CFR and shall be familiar with and comply with Dynegy hot work permit procedures. Requirements for hot work permits in process areas covering the use of cell phones, pagers, hand held PDAs and laptop computers will be addressed by each facility.

8. Hazard Communication

   a) All Contractor personnel shall be familiar with and comply with Dynegy's site-specific Hazard Communication Program requirements and procedures.

   b) Dynegy will provide to Contractor, upon request, an appropriate Material Safety Data Sheet (MSDS) for hazardous chemicals that the Contractor could come in contact with.

   c) Contractor shall maintain onsite an appropriate MSDS for any hazardous material or chemical that Contractor brings or uses onsite. Contractor is to submit an MSDS, to the Dynegy Representative, for every hazardous material brought on site. Such hazardous materials or chemicals will be properly stored and labeled in accordance with safety and environmental regulations.

9. Potential Exposure to Toxic Materials

   a) All work involving the potential exposure to toxic materials (hydrogen sulfide, arsenic, lead, benzene, etc.) must be conducted in accordance with applicable state or federal regulations, and Dynegy requirements.

   a) Depending upon the nature of the work to be performed and whether the presence of toxic materials is anticipated. Training, respiratory protection equipment, gas detection/alarm equipment, and other protective measures may be required.

10. Excavation

    All excavation related work must be conducted in accordance with OSHA 1926 Subpart P - Excavations, and Dynegy requirements.

11. Fire Prevention and Control

    a) Smoking is permitted only in designated smoking areas approved by facility management.

    b) Welding and cutting is prohibited outside of designated safe welding areas unless controlled by a hot work permit. A fire watch is required for all hot work, unless the work takes place inside a designated safe welding area.

c) Contractor shall provide all portable fire extinguishers for all Contractor engaged hot work, open flames, or use of flammable gas/liquids presenting a risk of fire. Personnel designated to utilize fire extinguishers must be familiar with their proper use and limitations. Fire extinguishers must be maintained in good working order, and inspected in accordance with state or federal regulations.

d) Good housekeeping is an important part of fire prevention and must be strictly enforced. Oily rags, debris, trash, and other unnecessary material must be picked up and disposed of regularly. Trash receptacles must be available in the area and emptied on a regular basis.

e) Minor spills or leaks of flammable/combustible liquids must be cleaned up promptly, and the source of spill/leak repaired.

f) Bulk transporters or tank trucks loading or unloading flammable liquids must utilize grounding/bonding equipment to prevent ignition of flammable vapors due to static electrical discharge.

g) The potential for static electrical discharge must be considered for other flammable liquid transfers, such as filling drums, buckets, or other small containers. Use of bonding equipment and other precautions to prevent ignition of flammable vapors will be utilized whenever appropriate.

h) Gasoline is a fuel and must not be used as a cleaning agent. Gasoline and other flammable liquids must not be stored in glass or plastic containers. U.L./F.M. approved metal safety cans are required for quanities of 5 gallons or more.

i) Portable tanks and drums for flammable liquid storage must be:

(i) Constructed of metal unless the liquid is corrosive to metal.

(ii) Adequately vented with flame arresting capability whenever possible.

(iii) Equipped with self-closing spouts to prevent spillage.

(iv) Located as far as feasibly possible from electrical and mechanical equipment or other ignition sources.

12. Vehicle Operations

a) Contractors must operate vehicles in full compliance with all applicable federal, state, and local regulations.

a) No motor powered vehicle will be left running if the operator leaves the operating position unless for the purpose of using power-take-off equipment.

c) **STAY WITHIN POSTED SPEED LIMITS.** On right-of-ways or other roadways which do not have posted speed limits, **SLOW DOWN** and be alert for other vehicles, pedestrians, livestock, wildlife, etc.

d) Seat belt use is mandatory for all persons riding vehicles that are equipped with seat belts.

e) **DRIVE DEFENSIVELY** at all times.

f) All Contractor vehicle accidents that occur on Dynegy property must be reported promptly to facility management.

13. Emergency Drills

Contractor personnel must become familiar with their prescribed assignments in an emergency and participate in drills conducted on Dynegy facilities, when requested.

14. Entry into Water

Non-rescue entry into the water from a Dynegy facility is strictly prohibited, unless specifically authorized by Dynegy in order to perform services (i.e., diving).

15. Equipment Operator Qualifications

a) Any Contractor employee required to operate a crane, forklift, or other heavy equipment, shall be qualified to operate the equipment and comply with applicable OSHA and Dynegy operating procedures. All operator qualifications are subject to approval by Dynegy.

b) No motor powered vehicle will be left running if the operator leaves the operating position, unless operating power-take-off (PTO) driven equipment.

16. Protection of Openings

a) All hole and floor openings will be constantly attended while opened and not barricaded.

b) All hole and floor opening barricades must be constructed to prevent accidental entry.

17. Trailers and Temporary Buildings

Trailers and temporary buildings will be secured by anchors. If electrical power is used, the building must be grounded.

18. Electrical Ground Fault Protection

The Contractor shall establish and maintain electrical ground fault protection by using either Ground Fault Circuit Interrupters or implementing an Assured Electrical Equipment Grounding Conductor Program. The program will cover all cord sets and receptacles that are not a part of the permanent wiring of a building or structure, including equipment connected by cord and plug that are available for use or are used by Contractor employees. This program will comply with the minimum standards set forth in 29 CFR Part 1926.404b.

Training

The Contractor is responsible for conducting and documenting all Contractor employee (including Contractor's subcontractors) training required by federal, state, or local safety and health regulations. Such documentation may be subject to review by Dynegy at any time prior to, during or after completion of any project or work.

Contractors are required to retain and provide to Dynegy upon request, training/qualification records for any employee that has worked for Dynegy for a period of 5 years from the last day worked for work activities involving the performance of a DOT covered task.

The Contractor will be required to notify Dynegy if they have an employee that has been disqualified from performing a DOT covered task.

Process Safety Management

Contractors working at Dynegy facilities covered by OSHA 1910.119 - Process Safety Management and whose work involves plant process areas, product storage areas, or other "covered processes" (as defined by OSHA) must:

1. Establish procedures to properly conduct those Contractor performed maintenance activities that affect process safety.
2. Contractor must document that each Contractor employee has been trained in the work practices necessary to safely perform his/her job.
3. Contractor must document that each Contractor employee has been instructed in the known and potential fire, explosion, or toxic release hazards related to his/her job and the process.
4. Document that each Contractor employee has been instructed in the applicable provisions of the facility Emergency Action Plan.
5. Assure that each Contractor employee follows all applicable safety rules of the facility or work location.
6. Advise Dynegy of any unique hazards presented by the Contractor's work, and any hazards identified by the Contractor or its employees during the work.

Documentation required in "2", "3", and "4" above must include the name of each Contractor employee, the date of training, and the means utilized to verify that the employee understood the training.

EXHIBIT C – MASTER SERVICES AGREEMENT

CONTRACTOR ORIENTATION CHECKLIST

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1. Attendance Record – All personnel receiving this orientation must sign, date, and initial all applicable areas of this form.

2. Purpose of Orientation and Orientation Video _____

3. Hazards – All personnel should receive awareness training of the following if applicable:

   a. Chemical safety information; Dynegy & Contractor MSDS _____
   b. Arsenic/lead/asbestos awareness _____
   c. OSHA 1910.269 Electrical and non-electrical hazards _____

4. Procedural Requirements:

   a. Rackout/Tagout overview _____
   b. Confined Space Permits _____
   c. Hot Work Permits _____
   d. Scaffold Tagging/Fall Protection _____
   e. Trenching/Excavation – competent person _____

5. Environmental Concerns – Spill Reporting _____

6. Plant Rules and General Requirements

   a. Generalized plant site-specific rules and regulations _____
   b. Medical locations and emergency numbers _____
   c. Emergency procedures _____

Printed Name: _____ Sticker/badge Number: _____

Signature: _____ Date: _____

Company: _____ Craft/Skill: _____

EXHIBIT D – MASTER SERVICES AGREEMENT

MINORITY-OWNED/WOMAN-OWNED BUSINESS ENTERPRISE

Participation and Evaluation Form – The intent of this form is to allow Dynegy's Supplier's to report data regarding the utilization of Subcontractors and facilitate the measurement of the Supplier's diversity initiative performance as described herein ("Diversity Initiative").

Definitions and Instructions

Minority-owned Business Enterprise (MBE)
A for profit enterprise that is at least 51% owned, managed and controlled by one or more United States citizens belonging to one or more of the following groups: African American, Asian American, Hispanic American or Native American.

Woman-owned Business Enterprise (WBE)
A for profit enterprise that is at least 51% owned, managed and controlled by United States citizens who are non-minority (Caucasian) females.

M/WBE Ownership Code:

01 - African American
02 - Asian American
03 - Hispanic American
04 - Native American
05 - Non-minority (Caucasian) female

Certified M/WBE
A for profit enterprise that has been audited and certified by a regional affiliate of the National Minority Supplier Development Council, Women's Business Enterprise National Council or other certifying agency whose process include business document review and site visit. All participating firms classifying themselves as a M/WBE must be certified or willing to obtain certification immediately.

Direct Purchases
Materials and/or services procured from Subcontractors or other sources of supply, that are directly related to a purchase and sale agreement between Dynegy and Supplier ("Dynegy Agreement").

Indirect Purchases
Materials and/or services that cannot be directly related to any specific customer or contract agreement of Supplier. Such procurements are usually made to support the general, administrative and/or operational requirements of Supplier.

Company Name/Address/Telephone/E-mail
If your Supplier Diversity Initiative is maintained and reported through another company (e.g., if a parent company maintains and reports on its affiliates' Diversity Initiatives), please indicate such and complete or have form completed in a timely manner.

Contact Person
Individual with responsibility for and knowledge of the Supplier's Diversity Initiative.

Dynegy Contract Title
Must match the actual title of the Dynegy Agreement.

Dynegy Contract Number
If no number is provided in the Dynegy Agreement, please indicate "None".

Supplier Diversity Target
Target is as stated in the Dynegy Agreement. If no target/percentage is provided in the Dynegy Agreement, please indicate by stating "None".

Reporting Period
For a given calendar year, each Reporting Period shall be cumulative by calendar quarter for January through December. (i.e., January to March, January to June, January to September, January to December). All data in this report must represent the same Reporting Period. Please indicate current period.

Dynegy Contact Person
Please see the Dynegy contact information listed under the "Contact Us" heading at:
http://www.dynegy.com/About_Dynegy/Supplier_Relations/Supplier_Diversity.shtml.

Total Company Sales/Company Sales to Dynegy
All sales are for U.S. operations with the same reporting period.

Calculations Involving Direct Purchases
Total procurements (defined as payments made, not orders placed) are all third party expenditures, not M/WBE only, directly related to your Dynegy Agreement. MBE and WBE procurements (defined as payments made, not orders placed) are to be itemized in the M/WBE utilization summary section. The itemized amounts paid must equal the total amount reported by category. If Reporting Period is one other than the first quarter, calculate the year-to-date procurements by adding the previously reported quarter(s) to the current quarter. (Please use additional pages if necessary).

Calculations Involving Indirect Purchases

Follow the instructions for calculations involving Direct Purchases; however, utilize amounts of Indirect Purchases (in accordance with the definition above) in lieu of amounts of Direct Purchases, and the itemized listing may represent only 80% of each category. (Please attach additional pages if necessary).

Supplier Diversity Efforts Measurements

Provide required documentation or detailed discussion for any question to which your response is "Yes".

DYNEGY

ENTERPRISE SUPPLIER DIVERSITY INITIATIVE (ESDI)
SUPPLIER PARTICIPATION AND EVALUATION FORM

COMPANY NAME			
STREET ADDRESS	CITY/STATE	ZIP CODE	
TELEPHONE	FACSIMILE	E-MAIL	
CONTACT PERSON	TITLE	TELEPHONE	
DYNEGY CONTRACT TITLE	DYNEGY CONTRACT NUMBER		

SUPPLIER DIVERSITY TARGETS (Per Dynegy Contract): MBE TARGET _____% WBE TARGET _____%

REPORTING PERIOD YEAR _____	1st Qtr (YTD) ☐	2nd Qtr (YTD) ☐	3rd Qtr (YTD) ☐	4th Qtr (YTD) ☐

TOTAL COMPANY SALES: $	COMPANY SALES TO DYNEGY: $
DYNEGY CONTACT PERSON/ TELEPHONE	

DIRECT PURCHASES
(Materials/Services Procured That Directly Relate To Dynegy Agreements)

TOTAL PROCUREMENTS DIRECTLY RELATED TO DYNEGY AGREEMENTS	$_____

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE) UTILIZATION SUMMARY

SUBCONTRACTOR NAME	SUBCONTRACTOR TELEPHONE	MATERIALS/SERVICES PURCHASED	AMOUNT PAID	M/WBE CODE	CERTIFIED (YES/NO)

TOTAL AMOUNT OF MBE DIRECT PROCUREMENTS	$_____	PERCENT MBE PROCUREMENTS TO TOTAL DIRECT PROCUREMENTS	_____%
TOTAL AMOUNT OF WBE DIRECT PROCUREMENTS	$_____	PERCENT WBE PROCUREMENTS TO TOTAL DIRECT PROCUREMENTS	_____%

INDIRECT PURCHASES
(Materials/Services Procured That Do Not Directly Relate To A Dynegy Agreement or other Customer Requirement)

TOTAL PROCUREMENTS NOT DIRECTLY RELATED TO ANY SPECIFIC CUSTOMER AGREEMENTS	$

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE UTILIZATION SUMMARY (ATTACH LIST REPRESENTING 80% OF EACH CATEGORY)

TOTAL AMOUNT OF MBE INDIRECT PROCUREMENTS	$_____	PERCENT MBE PROCUREMENTS TO TOTAL INDIRECT PROCUREMENTS	_____%
TOTAL AMOUNT OF WBE *INDIRECT PROCUREMENTS*	$_____	PERCENT WBE PROCUREMENTS TO TOTAL INDIRECT PROCUREMENTS	_____%

Supplier Diversity Effort Measurements

1. Does the Supplier have a written supplier diversity policy and plan, with stated M/WBE participation objectives? If yes, please provide appropriate documentation.
   ☐ Yes ☐ No

2. Has the Supplier assigned responsibility for supplier diversity to a specific individual for accountability and promotion of the initiative? If yes, please provide name, title, contact number and job description.
   ☐ Yes ☐ No

3. Does the Supplier maintain a directory of M/WBE suppliers and include them in their solicitation process on a regular basis? If yes, please provide total number of M/WBE suppliers in database, number of solicitations made during this reporting period, number of M/WBEs included in each solicitation and number of awards made to M/WBEs.
   ☐ Yes ☐ No

4. Does the Supplier utilize media advertisements to communicate its supplier diversity initiative to the general public and solicit M/WBE supplier participation? If yes, please provide list of advertisements.
   ☐ Yes ☐ No

5. Does the Supplier provide training to personnel who direct, influence and/or buy products and services, in the area of supplier diversity? If yes, please provide titles and dates of training courses and number of company representatives attending each.
   ☐ Yes ☐ No

6. Is the Supplier an active member/participant with M/WBE support organizations to demonstrate its commitment to supplier diversity and identify candidate M/WBE suppliers? If yes, please provide list of organizations with current memberships including areas of participation such as committees, trade fairs, etc.
   ☐ Yes ☐ No

7. Does the Supplier have any M/WBE supplier development initiatives targeting contract attainment and performance? If yes, please provide description of initiative, frequency of delivery and list of M/WBE suppliers participating during this reporting period.
   ☐ Yes ☐ No

8. Does the Supplier establish and maintain supplier diversity criteria in the solicitation of, contract award to and evaluation of its contract agreements? If yes, please provide samples of diversity language for all phases of the bid/solicitation and contract terms and conditions.
   Yes ☐ No

9. Does the Supplier have any policies, procedures or practices, not covered by any of the above efforts, that promote the identification, development and/or utilization of M/WBE suppliers? If yes, please provide detailed discussion of activity including results for this reporting period.
   ☐ Yes ☐ No

10. Has the Supplier encountered any specific barrier(s) to progressing towards the vision and purpose of Dynegy's Enterprise Supplier Diversity Initiative? If yes, please provide a detailed discussion of the barrier(s), being specific as to its cause and effect.
    ☐ Yes ☐ No

I certify the above information to be true and correct to the best of my knowledge.

Signature _____ DATE _____

Printed/Typed Name and Title _____

EXHIBIT E – MASTER SERVICES AGREEMENT

DYNEGY'S MINIMUM DRUG AND ALCOHOL AND RANDOM SECURITY SEARCH POLICY

The Policy

Contractor is responsible for administering its own drug and alcohol testing program. In administering Contractor's program, Contractor shall fully comply with and be subject to the applicable Dynegy minimum drug and alcohol and random security search policy (the Policy") that is posted at the following Dynegy.com locations for the particular Dynegy Affiliate to which Contractor enters into an applicable Purchase Order with:

Dynegy Midstream Services Limited Partnership ("DMS") and any other Affiliate not specifically mentioned in this Exhibit "E": http://www.dynegy.com/Legal/downloads/DMS_Drug&Alcohol_Policy.pdf. Note that for the following DMS sites, the Policy located at http://www.dynegy.com/Legal/downloads/DMS_USCoastGuard_Drug&Alcohol_Policy.pdf shall also apply and be considered supplemental to the Policy set forth immediately above in this subsection: Galena Park Terminal; Greenville Terminal; Port Everglades Terminal; Tampa Terminal; and the Venice Complex.

Dynegy Operating Company: http://www.dynegy.com/Legal/downloads/DOC_Drug&Alcohol_Policy.pdf

Dynegy Midwest Generation, Inc.: See "Exceptions to Responsibility for Administering the Policy" immediately below.

Dynegy Northeast Generation, Inc.; Dynegy Danskammer, L.L.C. or Dynegy Roseton, L.L.C.: See "Exceptions to Responsibility for Administering the Policy" immediately below.

Contractor hereby accepts the terms and conditions of the applicable Policy as posted, and has fully read, understood and accepted the Policy in its entirety and without modification. All modifications to the Policy agreed to between Dynegy and Contractor are contained in this Agreement or an applicable Purchase Order, if any. Contractor acknowledges that it had the opportunity to review and discuss the Policy prior to entering into this Agreement or an applicable Purchase Order. Should Contractor desire to discuss the Policy with Dynegy, or if Contractor has difficulty retrieving the posted Policy, please get assistance by calling the Dynegy representative that Contractor is working with or has worked with in putting this Agreement or any applicable Purchase Order in place. Dynegy reserves the right to modify the Policies located at the above Internet addresses from time-to-time at its sole discretion; thus, Contractor should refer to these terms and conditions for each Purchase Order it receives from Dynegy or any of Dynegy's Affiliates.

Exceptions to Responsibility for Administering the Policy

If the specific Purchase Order is for Services to be provided by Contractor to Dynegy Midwest Generation, Inc. or Dynegy Northeast Generation, Inc., then Dynegy will administer the Policy, and Contractor is not responsible for administering its own drug and alcohol testing program while it is performing Services hereunder. Otherwise, for Services to be provided by Contractor to any other Affiliate of Dynegy, Contractor will be responsible for administering its own drug and alcohol testing program as stated above. However, Contractor shall support Dynegy in its efforts to administer the Policy and be familiar with Dynegy's Policy, as such Policy will affect them. Contractor should therefore review the Policy that is posted at the following Dynegy.com locations for the particular Dynegy Affiliate to which Contractor enters into an applicable Purchase Order with:

Dynegy Midwest Generation, Inc.: http://www.dynegy.com/Legal/downloads/DMG_Drug&Alcohol_Policy.pdf

Dynegy Northeast Generation, Inc.; Dynegy Danskammer, L.L.C. or Dynegy Roseton, L.L.C.:

http://www.dynegy.com/Legal/downloads/DNE_Drug&Alcohol_Policy.pdf

EXHIBIT F – MASTER SERVICES AGREEMENT

DYNEGY'S HARASSMENT POLICY FOR NON-REPRESENTED EMPLOYEES AND CONTRACTORS

PURPOSE: Dynegy has a strict policy prohibiting harassment because of race, gender, color, national origin, ancestry, religion, creed, physical or mental disability, marital status, sexual orientation, age or any other basis protected by federal, state or local law, ordinance or regulation. All such harassment is prohibited and is considered a violation of the policy. Dynegy will not tolerate any form of harassment of or by its employees, vendors, clients or customers. Dynegy holds its employees to a higher standard, our Dynegy Value. Dynegy employees must support and encourage each other to behave in the true spirit of that value which does not allow for any type of harassment.

Management will conduct a proper investigation of any claim of harassment. Anyone found to have violated this policy will be subject to disciplinary action up to and including discharge or, in the case of those not directly employed by Dynegy, elimination of further business relationships with the Company.

DEFINITIONS:

Sexual Harassment:

Federal law defines sexual harassment as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

1. submission to such conduct is made a term or condition of employment; or

2. submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or

3. such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

Federal, state and local law definitions of sexual harassment include various forms of offensive behavior. The following is a partial list:

- Unwanted sexual advances,
- Offering employment benefits in exchange for sexual favors,
- Making or threatening reprisals after a negative response to sexual advances,
- Visual conduct: leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, or posters,
- Verbal conduct: making or using derogatory comments, epithets, slurs, sexually explicit jokes, comments about an employee's body or dress,
- Verbal sexual advances or propositions,
- Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations,
- Physical conduct: touching, assaulting, impeding or blocking movements, and
- Retaliation for making harassment reports or threatening to report harassment.

It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females.

Other Types of Harassment

Prohibited harassment on the basis of race, color, national origin, ancestry, religion, creed, physical or mental disability, marital status, sexual orientation, age, or other protected basis, includes, but is not limited to, the following behavior:

- Verbal conduct such as threats, epithets, derogatory comments or slurs,
- Visual conduct such as posters, photography, cartoons, drawings or gestures,
- Physical conduct such as assault, unwanted touching or blocking normal movement, and
- Retaliation for making harassment reports or threatening to report harassment.

Harassment includes conduct that has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.

Complaint Process

Dynegy's complaint procedure provides for an immediate, thorough and objective investigation of all claims of unlawful harassment. If Dynegy determines that prohibited harassment has occurred, it will take appropriate remedial action against a person found to have engaged in such conduct. The discipline will be commensurate with the severity of the offense, and may include termination of employment. Appropriate action will also be taken to deter any future prohibited harassment.

An individual subjected to what he/she believes is sexual, racial or other unlawful harassment should immediately report that behavior to his/her supervisor (if appropriate) and/or Human Resources. Any further incident(s) of harassment should also be reported immediately. If an employee becomes aware of harassing conduct engaged in or suffered by another employee, vendor or client of Dynegy, that employee should immediately report that information, preferably in writing, to his/her supervisor and/or Human Resources.

Investigating Claims of Harassment

All incidents of unlawful harassment that are reported will be investigated. Dynegy will immediately undertake an effective, thorough and objective investigation of the harassment allegations. Such investigation will be conducted through Human Resources and will involve only those with direct knowledge of the situation(s) surrounding the claim. The investigation will be completed and a determination regarding the harassment alleged will be made and communicated to the person claiming harassment as soon as practical.

If the result of the investigation confirms the claim of harassment, the Company will determine a prompt and appropriate disciplinary action plan. Depending upon the severity of the circumstances, this plan may include a reprimand, probation, suspension without pay, termination or any combination thereof. In order to protect all employees, if the investigation provides information that the claim was deliberately frivolous or vindictive, the accusing person will be subject to appropriate disciplinary action as listed above.

Confidentiality and Protection of Complainants

All parties involved in a harassment claim deserve the right to privacy, respect and confidentiality. Dynegy will do everything possible to preserve these rights by disclosing information strictly on a need-to-know basis. The Human Resources Department will maintain all documentation regarding the investigation and the claim of harassment.

Retaliation

Dynegy strictly prohibits retaliation against any employee by another employee or by the company for using this complaint procedure, reporting unlawful harassment, or filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency regarding harassment. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

Dynegy does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of one's duties. Accordingly, to the extent permitted by law, Dynegy reserves the right not to provide a defense or pay damages assessed against an employee for conduct in violation of this policy.

THE COMPANY RESERVES THE RIGHT TO CHANGE OR DEVIATE FROM ITS POLICIES, PROCEDURES AND PRACTICES AT ANY TIME AS BUSINESS NEEDS DICTATE. THIS POLICY DOES NOT CREATE A CONTRACT.

Effective: January 8, 2003
Reviewed: January 8, 2003

"This company reserves the right to change or deviate from its policies, procedures and practices at any time as business needs dictate. This policy, procedure or practice does not create a contract."

EXHIBIT G – MASTER SERVICES AGREEMENT

SPECIAL PROVISIONS

Indemnity Provision applicable to Services performed in Illinois

If the Services being performed under this Agreement or a Purchase Order are being performed in the State of Illinois, then Articles 14.1 and 14.2 of the Agreement shall be wholly inapplicable to these Services and the following terms and conditions shall entirely replace and supersede Articles 14.1 and 14.2:

IN ADDITION TO THE OTHER SPECIFIC INDEMNITY PROVISIONS SET FORTH HEREIN, CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS DYNEGY, ITS AFFILIATES, AND ALL OF THEIR OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, ATTORNEYS' FEESAND EXPENSES ARISING OUR OF, RELATING TO, OR RESULTING FROM THE SERVICES PROVIDED BY CONTRACTOR, ITS AGENTS, ITS EMPLOYEES, ITS SUBCONTRACTORS, AND ANY PERSON OR ENTITY HAVING A CONTRACT WITH ANY OF IS SUBCONTRACTORS. CONTRACTOR HEREBY AGREES TO REMAIN FULLY LIABLE FOR ALL LOSS, DAMAGE AND COSTS INCURRED BY DYNEGY WHICH ARE CAUSED OR CONTRIBUTED TO BY ANY ACT OR OMISSION OF CONTRACTOR, OR ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS AS DESCRIBED HEREIN, AND CONTRACTOR WAIVES ANY LIMITATION OF SUCH LIABILITY ARISING UNDER OR BASED ON THE ILLINOIS WORKERS COMPENSATION ACT (80 ILCS 305/1 et seq.) OR THE DECISION IN *KOTECKI v. CYCLOPS WELDING CORP.*, 146 Ill.2d 155, 585 N.E. 2d 1023 (1991). THIS INDEMNITY AGREEMENT SPECIFICALLY EXCLUDES ANY OBLIGATION TI INDEMIFY OR HOLD DYNEGY HARMLESS FOR DAMAGES OR CLAIMS TO THE EXTENT ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION OF DYNEGY. CONTRACTOR ALSO AGREES TO REIMBURSE DYNEGY FOR ALL COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTRORNEYS' FEES, INCURRED BY DYNEGY IN ENFORCING, OR ATTEMPTING TO ENFORCE, ANY ASPECT OF THIS INDEMNIFICATION AGREEMENT.

Governing Law, Jurisdiction and Venue applicable to Services performed in Illinois

If the Services being performed under this Agreement or a Purchase Order are being performed in the State of Illinois, then Article 18.2 of the Agreement shall be wholly inapplicable to these Services and the following terms and conditions shall entirely replace and supersede Article 18.2:

This Agreement shall be governed and construed in accordance with the laws of the State of Illinois except for any such law that would direct the application of the law of a different jurisdiction. The Parties consent to personal jurisdiction in any action brought in any court, federal or state, within Randolph County, Illinois, having subject matter jurisdiction arising under this Agreement and with respect to any such claim the Parties irrevocably waive, to the fullest extent permitted by law, any claim, or any objection they may now or hereafter have, that venue is not proper with respect to any such suit, action, or proceeding brought in such a court in Randolph County, Illinois, including any claim that such suit, action, or proceeding brought in such court has been brought in an inconvenient forum and any claim that a Party is not subject to personal jurisdiction or service of process in such Randolph County forum. **BOTH CONTRACTOR AND DYNEGY EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES AND FOREVER RELINQUISHES ANY AND ALL CLAIMS OR RIGHTS THAT SUCH PARTY MAY HAVE TO ANY TRIAL BY JURY ON ANY ISSUE ARISING OUT OF ANY LITIGATION OR DISPUTES OR CLAIMS UNDER THIS AGREEMENT OR ANY PURCHASE ORDER OR IN ANY WAY ASSOCIATED THEREWITH, SUCH PARTIES INTENDING TO WAIVE AND FOREVER RELINQUISH ANY RIGHT UNDER THE SEVENTH AMENDMENT OF THE UNITED STATES CONSTITUTION TO TRIAL BY JURY AND ANY CLAIMS OR RIGHTS TO A TRIAL BY JURY UNDER THE CONSTITUTION OF THE STATE OF ILLINOIS OR ANY OTHER CONSTITUTIONAL, STATUTORY OR OTHERWISE APPLICABLE LAW PROVIDING FOR A RIGHT OF TRIAL BY JURY.**

Mechanics' Liens language applicable to Services performed in Illinois

If the Services being performed under this Agreement or a Purchase Order are being performed in the State of Illinois, then the following language shall be in addition to the language contained in Article 12.1 of the Agreement:

Notwithstanding any statement to the contrary contained in this Agreement, prior to each and every payment by Dynegy to Contractor, Contractor shall supply a statement, in writing, under oath or verified by affidavit, which complies with Section 5 of the Illinois Mechanics Lien Act, identifying the names and addresses of all parties furnishing materials and labor and of the amounts due or to become due to each. Dynegy may, without affecting Contractor's performance obligations under this Agreement, withhold payment until Contractor supplies a statement in compliance with the Act. Upon receipt of such statement, Dynegy may, without affecting Contractor's performance obligations under this Agreement, deduct from or withhold any monies due or owing Contractor, as may be reasonably necessary to pay all subcontractors whose names are included in the statement or of whose claims Dynegy has notice from any source. Dynegy shall be entitled to withhold payment as to a particular claim until such time as (a) Dynegy receives *written notification and lien waiver from* such subcontractor confirming that its claim has been satisfied, (b) Dynegy is provided a final court ruling resolving the claim (in which case Dynegy will be obligated to disburse in accordance with the ruling), or (c) Contractor posts a payment bond or other bond sufficient to protect Buyer against double payment. Contractor shall, upon paying its subcontractors and suppliers, secure lien waivers and paid receipts. Contractor shall furnish on a monthly basis, or more frequently if requested by Dynegy, copies of all lien waivers and paid receipts. The

delivery to Dynegy of the statements, lien waivers, and/or receipts described in this section shall not be construed as an acceptance by Dynegy of Contractor's Services or work.

Alternate Definitions of "Dynegy Indemnified Parties" For Venice and Versado

If the Services being performed under this Agreement or a Purchase Order are being performed for Venice Energy Services Company, L.L.C., then the definition of "Dynegy Indemnified Parties" contained in Article 1.3 of the Agreement shall be replaced with the following definition:

"Dynegy Indemnified Parties" means (a) Dynegy, its parent and subsidiary companies as defined by the term "Affiliate," and all of its and their respective co-owners, partners, joint venturers, officers, directors, employees and agents, and (b) Venice Energy Services Company, L.L.C. ("VESCO"), and the VESCO members DYNEGY, Chevron U.S.A. Inc., Enterprise Products Operating L.P., Koch Energy Services Company, and Venice Gathering Company, and all of their respective employees, officers, directors, agents, successors and assigns.

If the Services being performed under this Agreement or a Purchase Order are being performed for Versado Gas Processors, L.L.C., then the definition of "Dynegy Indemnified Parties" contained in Article 1.3 of the Agreement shall be replaced with the following definition:

"Dynegy Indemnified Parties" means (a) Dynegy, its parent and subsidiary companies as defined by the term "Affiliate," and all of its and their respective co-owners, partners, joint venturers, officers, directors, employees and agents, and (b) Chevron U.S.A. Inc., Versado Gas Processors, L.L.C., its members and their Affiliates all of its employees, officers, directors, agents successors and assigns.

EXHIBIT H – MASTER SERVICES AGREEMENT

CONTRACTOR'S PRE-SELECTION QUESTIONNAIRE

DYNEGY CONTRACTOR OSHA STATISTICS – PART I

Company _____ **Date** _____
SIC Code _____

Experience Modification Rate (EMR) for the most recent three (3) years
__ Local company __ Company wide

Report Year		20	20	20
EMR (on Insurer's letterhead)				

OSHA Log for most recent three (3) years:
__ Local company __ Company wide

OSHA Statistics	OSHA Log	20	20	20
Number of fatalities	G			
Cases involving lost workdays	H			
Cases with Job Transfer or Restriction	I			
Cases of recordable injuries without lost workdays or restricted work activity	J			
Number of restricted workdays	K			
Number of lost workdays	L			
Number of hours worked				
OSHA Lost Time Incident Rate (Column H/hours worked) x 200,000				
OSHA Recordable Incident Rate (Column J/hours worked) x 200,000				
Number of OSHA Citations				

I certify that the data provided above is true to the best of my knowledge.

By _____
Name (print) _____
Title _____

Safety Representative's Name (if other than above): _____

Safety Representative's Telephone Number: _____

DYNEGY CONTRACTOR PRE-SELECTION QUESTIONNAIRE – PART II

Please complete each section below and return promptly. (This form also serves as compliance documentation for 29 CFR Part 1910.119, Process Safety Management of Highly Hazardous Chemicals.)

1. **OSHA Inspection**
   Have you received an OSHA or State OSHA inspection during the last three (3) years? (If yes, please attach details including inspection type and if any citations were issued).
   __ Yes __ No

2. **Meetings**
   How often do you hold tailgate safety meetings for field employees? _____

   How are your employees trained to know potential fire, explosion, or toxic release hazards related to their jobs and the applicable provisions of site emergency plans? _____

   Describe your company's safety meeting process. How do you document them? How do you communicate any site specific safety rules to your workers? _____

3. **Project Inspections**
   How often do you conduct project safety inspections? _____
   How do you document them? _____

   How do you ensure the findings are closed? _____

4. **Training**
   What type of training programs do you have? _____

   At what frequency is training provided? _____
   Who provides the training? _____
   How is training documented? _____
   Are supervisors knowledgeable of the safety and health hazards to which employees under their immediate direction and control may be exposed? __ Yes __ No
   Describe method _____

   What are the procedures used to inform Dynegy of any unique hazards presented by the Contractor employees' work? _____

5. **Subcontractors**
   Describe your selection and evaluation process for sub-contractors _____

   How do you verify your sub-contractors meet all required Dynegy, OSHA and other regulatory standards? _____

6. **Certification**
   I CERTIFY that the information submitted herein is true and correct to the best of my knowledge.
   - **Attach a copy of your Safety and Health Program**

SIGNATURE OF OFFICER, PRINCIPAL OR OWNER	Company
PRINT NAME	TITLE
ADDRESS	TELEPHONE NO. Date

TARGA

1000 Louisiana, Suite 4300
Houston, TX 77002
Office 713.584.1000
www.targaresources.com

July 24, 2009

Mr. Robert Scheuermann
O'Brien's Response Management, Inc.
6620 Cypresswood Drive-Suite 200
Spring, Texas 77379

Dear Mr. Scheuermann:

This letter confirms our understanding that "Contract for Oil Spill Response Consultation Services" dated January 5, 1999 was terminated by the subsequent execution of Master Services Agreement #SCM-00349 between Dynegy Midstream Services Limited Partnership and O'Brien's Oil Pollution Services, Inc. on June 18, 2002 (the "MSA"). As indicated in paragraph 18.6 of the MSA, all prior agreements were superseded and terminated upon the effectiveness of the MSA. In any event, Targa has continued to honor O'Brien's commercial terms and will incorporate those commercial terms related to the VGS systems in the MSA as well.

Targa appreciates your assistance and looks forward to maintaining a working relationship with your company.

Regards,

D. V. Fishbeck

Don Fishbeck
Targa Resources Inc.
Director-Procurement & Supply Chain Management
1000 Louisiana Street-Suite 4300
Houston, TX 77002
713-584-1116

SCM-00349

VOID
Superseded by
SCM-00349
6/18/02

CONTRACT FOR OIL SPILL RESPONSE CONSULTATION SERVICES

This Agreement, dated January 1, 1999, is entered into between **Dynegy Midstream Services, L.P. Lowry Complex** hereinafter referred to as "Operator," and **O'Brien's Oil Pollution Service, Inc.,** hereinafter referred to as "Consultant".

WHEREAS, Operator owns and/or operates one or more oil wells, drill sites, drill rigs or vessels, storage facilities, or other locations for which Operator desires to arrange for various oil spill response and consultation services in the event of an oil spill or the substantial threat of such a spill; and

WHEREAS, Consultant has significant knowledge, experience and expertise in providing, supervising, monitoring and managing oil spill response services;

NOW, THEREFORE, for and in consideration of the covenants and obligations expressed herein, Operator and Consultant do hereby agree and contract as follows:

Article 1
Agreement as to Services

Operator hereby retains Consultant and Consultant hereby agrees to provide consultation services in connection with oil spill response operations of Operator including spill management team functions as required.

Article 2
Term

2.1 **Effective Date**: This Agreement is effective as of the date of this Agreement unless a different date is shown on the following blank. _____. The agreement shall be self renewing unless sooner terminated as provided in Article 7.

Article 3
Responsibilities of Consultant

3.1 **General**: During the Service Period, Consultant shall provide the consultation services as necessary in the event of an oil spill or the substantial threat of an oil spill from one of Operator's sites, locations or operations. Consultant shall perform its services in accordance with all laws and regulations of the United States of America and any applicable state or local laws and regulation. Consultant shall exercise reasonable and customary discretion and independent judgment with respect to the services provided pursuant to this Agreement. Consultant agrees to consult and confer with Operator's designated representative in advance of engaging any removal operation.

3.2 **Responsibilities of Consultant**: When engaged by Operator to assist in the response to an oil spill or a substantial threat of any oil spill, Consultant shall provide the following services:

(a) Consultant shall provide trained personnel capable of providing rapid, efficient and comprehensive supervisory management of the oil spill response;

(b) Consultant shall direct the activities of Operator's existing response plan and shall identify additional contractors as necessary for an adequate response;

(c) Consultant shall liaise with Operator's response contractors, removal organization and other related Consultants to achieve as coordinated, efficient response to the spill.

Article 4
Responsibilities of Operator

4.1 Operator shall provide Consultant with the current response plan and all attachments for Operator's wells, vessels, drilling and storage sites and operations and provide all updates, revisions and supplements as soon as they are effective, and provide immediate updates with respect to any internal notifications, personnel changes and operational particulars.

4.2 Operator shall be responsible for all charges, costs, fees and expenses of removal contractors or organizations engaged by Consultant for Operator's account with Operator's prior approval.

Article 5
Compensation

5.1 **Annual Compensation**: As compensation for retention of Consultant, Operator shall pay Consultant an annual fee of **$ 750.00/Month (U.S. currency).** This annual fee shall be paid within thirty (30) days of the execution of this agreement. Charges for subsequent periods shall be payable within thirty (30) days on the anniversary of the Effective Date.

5.2 **Consultant Services**: Compensation for Consultant services in the event of an oil spill or substantial threat of such a spill shall be based on Consultant's scheduled rates as reflected in Schedule A and in accordance with the number of positions, locations, and other requirements as determined by the location, properties, and intensity of the incident.

5.3 **Expenses**: Operator shall pay or reimburse Consultant for all out-of-pocket expenses including, but not limited to, expenses for travel, lodging, meals, communications, and logistics, which Consultant incurs in performing its services hereunder. The billing for such expenses shall be at actual costs plus ten (10%) percent for overhead and administrative costs and shall be supported by receipts or other evidence showing the amount of each expense.

5.4 **Invoices**: Consultant shall submit an invoice for all fees and expenses within thirty (30) days after the service is provided or an expense is incurred, and Operator shall pay said invoices within thirty (30) days of receipt thereof.

Article 6
Confidential Information

6.1 **Obligation of Confidence**: Consultant shall hold in confidence and shall not use except as provided herein and shall not disclose to any third person any confidential information or trade secrets disclosed to Consultant at any time by Operator, its subsidiaries, or its affiliates.

Article 7
Termination

7.1 **By Operator**: Operator may terminate this Agreement for the convenience of Operator and any other just cause upon ninety (90) days written notice to Consultant. Upon termination of this Agreement under this section, Consultant shall be paid all fees due and expenses incurred through the date of termination.

7.2 **By Consultant**: Consultant may also terminate this Agreement for the convenience of Consultant and any other just cause upon ninety (90) days written notice to Operator. Upon such termination, Consultant shall be paid the full amount of fees and expenses due or incurred as of the date of written notice of termination.

Article 8
Status and Authority

Consultant acknowledges that it is not authorized to act as Operator's agent or legal representative or to otherwise act in the name of or on behalf of Operator. Consultant shall perform all services hereunder as an independent contractor. Nothing herein shall be deemed to create an employer-employee relationship between Consultant and Operator, and nothing herein shall be deemed to authorize Consultant to act as Operator's agent, employee or legal representative.

Article 9
Indemnification and Insurance

9.1 **Consultant's Personnel**: To the fullest extent permitted by law, Consultant shall protect, defend and indemnify Operator, its affiliated companies, directors, stockholders, owners, officers and employees from and against all claims for compensatory damages relating to personal injuries or death sustained by employees of Consultant in connection with the performance of this contract whether caused, in whole or in part by the negligence, fault, unseaworthiness or strict liability, of Operator, except to the extent that said injuries or death were caused, in whole or in part, by the gross negligence or willful misconduct of Operator, its affiliated companies, directors, officers or employees. If it is judicially determined that the monetary limits of insurance afforded under this agreement or the indemnity voluntarily and mutually assumed under this paragraph (which Consultant and Operator hereby agree will be supported either by available liability insurance, under which the insurer has no right of subrogation against or contribution from the indemnities or their insurers, or by voluntary self-insurance, in part or whole) exceed the maximum limits permitted under applicable law, it is agreed that said insurance requirements or indemnity shall automatically be amended to conform to the maximum monetary limits, indemnity and protection permitted by law.

9.2 **Operator's Personnel**: To the fullest extent permitted by law, Operator shall protect, defend and indemnify Consultant, its affiliated companies, directors, stockholders, owners, officers and employees for all claims for compensatory damages relating to personal injuries or death sustained by employees of Operator, its contractors, subcontractors, invitees, agents or representatives, in connection with the performance of this contract, whether caused, in whole or in part, by the negligence, fault, unseaworthiness or strict liability of Consultant except to the extent that said injuries or death were caused, in whole or in part, by the gross negligence or willful misconduct of Consultant, its affiliated companies, directors, officers or employees. If it is judicially determined that the monetary limits of insurance afforded under this agreement or the indemnity voluntarily and mutually assumed under this paragraph (which Consultant and Operator hereby agree will be supported either by available liability insurance, under which the insurer has no right of subrogation against or contribution from the indemnities or their insurers, or by voluntary self-insurance, in part or whole) exceed the maximum limits permitted under applicable law, it is agreed that said insurance requirements or indemnity shall automatically be amended to conform to the maximum monetary limits, indemnity and protection permitted by law.

9.3 **Operator's Equipment**: As between Consultant and Operator, Operator shall assume liability at all times and be solely responsible for damage to or destruction of Operator's property, equipment, vessels, platforms and drilling and storage facilities, no matter how caused.

9.4 **Environmental Damages**: Operator shall indemnify, defend and hold harmless Consultant, its affiliates, directors, officers, employees, agents and sub-contractors from and against any and all costs, liabilities, claims, demands and causes of action, for removal costs, natural resource and other environmental damages (including, without limitation, property damages, economic loss, lost profits, impairment of earning capacity and cost of public services) which result from the oil spill or substantial threat thereof or from the actions taken or omitted to be taken in the course of rendering care, assistance or advice consistent with the National Contingency Plan, or as otherwise directed by lawful governmental authority which Consultant, its affiliates, directors, officers, employees, agents and sub-contractors may incur consequent upon the discharge or escape of oil from Operator's wells, vessels, drilling or storage sites, locations or operations.

9.5 **Insurance - Consultant**: Consultant shall carry and maintain in full force and effect general liability and contractual liability coverages insuring it responsibilities assumed hereunder.

Article 10
Assignment

10.1 **By Consultant**: This Agreement shall be deemed to require the performance of personal services by Consultant. Consultant shall not assign this contract without the express written consent of Operator.

10.2 **By Operator**: This Agreement may not be assigned by Operator without Consultant's prior written approval.

Article 11
Notices

All notices and other communications required or permitted to be given hereunder, shall be deemed given twenty-four hours after confirmed telefax transmission or five (5) days after deposit in the United States mail, postage prepaid and properly addressed to the parties at their respective addresses set forth below:

Operator:Dynegy Midstream Services, L.P.

Designated Representative:

David R. Backlund

810 Lowry Highway

Lake Arthur, Louisiana 70549

Fax: (318) 774-5984

Phone: (318)774-5941

Consultant:O'Brien's Oil Pollution Service, Inc.

Attention: Jim O'Brien
505 Weyer Street
Gretna, Louisiana 70053
Fax: (504) 368-0630
Phone: (504) 368-9845

E 04
400-483-9508

Article 12
Entirety of Contract and Governing Law

This Agreement and the attached schedules set for the entire agreement and understanding of the parties, supersedes and merges all prior discussions and writings between them and is not subject to modification or interpretation by any agent of the parties other than by written amendment hereto duly executed by the parties in accordance herewith.

The parties adopt and agree to apply the general maritime law of the United States and applicable federal statutory law to this agreement. To the extent there is no applicable or governing general maritime or federal law, principle, statute or jurisprudence, this Agreement shall be governed by the laws of the State of Louisiana.

Article 13
Arbitration

If any dispute or disagreement should arise between the parties, the parties agree to pursue non-binding alternate dispute resolution with a single mediator in New Orleans, Louisiana for a period of ninety (90) days following the commencement of the dispute. Thereafter, in the event the parties have not resolved their differences, any remaining controversy or claim arising out of or relating to this Agreement, the performance or breach thereof, shall be resolved by binding arbitration before three arbitrators in New Orleans, Louisiana, subject to the rules and procedures of the American Arbitration Association. Judgment rendered by the arbitrator may be entered and enforced in the United States District Court for the Eastern District of Louisiana.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed in their respective names as of the day and year first below written.

Dynegy Midstream Services, L.P.

By: David R Bracken

Date: 1/5/99

O'Brien's Oil Pollution Service, Inc.

By: James L. O'Brien

James L. O'Brien, President

Date: _____

SCHEDULE A
RATES

***Personnel & Services**

(emergency spill response)

Response Manager (command staff level)	$1,250.00 per person/per day
Section Supervisor (division/group level)	$1,000.00 per person/per day
Response Supervisor (field level)	$ 850.00 per person/per day
Documentation Specialist	$ 750.00 per person/per day

Note: OOPS/SMT provides all ICS based management positions required by U.S. Coast Guard, following the NIIMS format.

(non-emergency)

Training Rate	$650.00 per person/per day
Facility/Platform Response Audit/Inspection	$500.00 per person/per day

Miscellaneous Expenses

Vehicles (Trucks/cars)	$ 85.00 per day
Mileage	$ .42 per mile
Rental/Sub-contract Items	Cost plus 15%
Subsistence/Lodging Expense	Cost plus 10%

Air Travel (cost plus 15%)

Continental U.S.	Coach Class
International	Business Class

Note:

Personnel costs are computed on a portal to portal basis.

All reimbursable expenses will be substantiated by receipts and/or OOPS, Inc. company records.

Langley, Bob SCM-00349

From: Scheuermann, Roger [Roger.Scheuermann@obriensrm.com]
Sent: Tuesday, July 21, 2009 7:02 PM
To: Langley, Bob
Cc: Harris, Steven D.; Torres, Joe; Grantham, Bill A; Murphy, Patricia; Berthelot, Perry J.
Subject: RE: Proposed Amendment: Venice Gathering System/Plans
Attachments: E&P RATE SCHEDULE A-8-1-07.pdf

Bob,

As per your request concerning the new assets that Targa Resources will operate out of Venice, LA. Let it be known that O'Brien's Response Management Inc. will be the Spill/Crisis Management Team for Targa Midstream Services, L.P. and shall cover the following additional assets: S.T. 130 CP, S.T. 151 CP, S.T. 151 G, S.T. 265A, WD 20 PP, WD 41A, WD 65 #1, WD 79 A. This includes all associated lines in conjunction with the Venice Gathering System. The increase is in the amount of $250 per month, which will be added to the existing contract amount of $750 per month for a total of $1,000 per month for all assets operated by Targa Resources.

Please print and sign this document indicating your acceptance of the above retainer increase and the attached rate schedule effective June 1, 2009 amending the existing MSA - SCM-00349.

Accepted and Approved By:

Targa Midstream Services, L.P.	O'Brien's Response Management Inc.
Signature J.S. Hopson	Signature
Name J.S. Hopson	Name Eric G. Politte
Title Sr. VP Operations & Engr.	Title President
Date 7/27/09	Date 7/31/09

As per MMS regulations we must have a written contract/amendment showing coverage for all Targa MMS assets.

Please let me know if this suffices so we can proceed with coverage of these assets.

Regards

Roger Scheuermann
***O'Brien's Response Management** Inc.*
Office - 281-320-9796
Cell - 281-433-0387

O'Brien Oil Pollution Service, Inc.

CONTRACT FOR OIL SPILL RESPONSE CONSULTATION SERVICES

8/1/07

SCHEDULE A

Rates

Personnel & Services

(Emergency and Project Response)	Domestic	International/Alaska
QI/IC/Response Manager (command/staff level)	$1,400.00	$1,500.00 per person/per day
Response Supervisor (branch/division/group level)	$1,250.00	$1,350.00 per person/per day
Support Staff (technical)	$1,100.00	$1,200.00 per person/per day
Support Staff (admin.)	$ 750.00	$ 850.00 per person/per day
Duty Watchstander (Slidell)	$ 85.00/hr.	

Note: O'Brien's SMT provides all ICS based management positions required by U.S. Coast Guard, following the NIMS format.

(Non-Emergency Consulting Services)	Domestic	International/Alaska
VP/Senior Manager	$1,250.00	$1,350.00 per person/per day
Manager	$1,100.00	$1,200.00 per person/per day
Senior Consultant	$ 950.00	$1,050.00 per person/per day
Consultant	$ 850.00	$ 950.00 per person/per day
Administration	$ 500.00	$ 700.00 per person/per day

Miscellaneous Expenses

Travel Expenses	Cost plus 15%
Third Party Charges	Cost plus 15%
Mileage	Current IRS rate per mile, plus 15%
Mobile Command Post	$ 300.00/day, plus expenses
Cell Phones	$ 25.00/day, including usage
Trajectories	$ 250.00 initially, $100.00/hr.

MMS Drills

MMS Annual Drill - $3,000.00, plus expenses.
MMS Unannounced Drill - $4,500.00, plus expenses.
MMS Unannounced Drill nights/weekends - $5,000.00, plus expenses.
MMS Unannounced Drill Offsite SMT Participation - $500/person, plus expenses.

Air Travel

Continental U.S.	Coach Class
International	Business Class

Notes:

1. *Personnel costs are computed on a portal-to-portal basis.*
2. *Minimum charge is ½ day rate.*
3. *An overtime rate of 1/12 Day Rate x 1.5 will apply for all hours worked over 12 hours/day.*
4. *Receipts and/or company records will substantiate reimbursable expenses over $50.00.*
5. *MMS drill charges are for SMT participation in the Slidell Command Post unless otherwise noted.*

1.7 Operator Certification

Targa Resources has obtained, through contract or other approved means, the necessary private personnel and equipment to respond, to the maximum extent practicable, to a worst case discharge or a substantial threat of such a discharge.

_____ _____

Signature Title

_____

Date

Section 2 Notification Procedures

Throughout this manual, outlines and checklists of procedures call for the notification of supervisors, operators, connecting pipeline or plant operators, civil authorities, and governmental agencies. Such notifications are vital and should be done in a timely manner.

Targa owned/operated pipelines are used primarily for the gathering of produced crude oil. They will gather and co-mingle oil and change custody at the Lease Automatic Custody Transfer (LACT) units. It is important that notification include the specific product/material involved to avoid delays in mobilizing the proper equipment and emergency response service groups.

Notification of the Targa Emergency Response Team will be through the established Company communication channels and emergency telephone call lists. Where doubt exists as to the immediate need of services, the contact should be made early on a "standby – we will keep you informed" basis. This will enhance mobilization time in case the situation deteriorates. Early contact is especially important when travel distance is a factor for the team and/or the situation will require specialized equipment and resources.

2.1 Spill Notification Requirements

Individuals and organizations to be notified in the event of a discharge are provided in Section 5.

The primary communication method by which notification can be made to regulatory agencies or Targa personnel is via telephone. The alternate communication method is via email.

- The Targa employee reporting the release is responsible for estimating the size and type of spill. The worker will notify the Pipeline Supervisor or his designee, who will then serve as the Qualified Individual (Table 2). The QI will contact Witt O'Brien's (Table 5) and all other necessary personnel. Information to be included in the initial and each subsequent notification include:
    - Pipeline/Facility name.
    - Time of discharge.
    - Discharge location.
    - Type of oil discharged.
    - Reason for discharge.
    - Estimated volume of discharge.
    - On scene weather conditions.
    - Actions taken or planned by persons on scene.

The following post-notification information should be obtained from the person(s) or agency reporting the emergency condition:

- Name of person(s) or agency reporting.
- Are injuries involved and is medical assistance required?
- Specific location.

- Nature and degree of emergency:
  - Fire
  - Explosion
  - Leak not involving river or streams
  - Leak involving rivers or streams
  - Natural disaster
  - Accidental release of hazardous vapors
  - Acts of sabotage
  - Operational failure causing a hazardous condition to exist.
- Is the emergency condition endangering public roads or facilities?
- Is the emergency condition a potential hazard to the public?

Targa personnel receiving notification of an emergency will contact the Qualified Individual (or designee). The QI will begin to notify officials and may dispatch personnel and equipment as necessary.

For larger spills, the incident command system requires the QI to notify the Emergency Response Team. The Emergency Response Team structure is presented in Table 6, and is composed of personnel from Witt O'Brien's. Upon notification of an emergency event, this team responds with the required level of effort to manage the emergency event, contracted personnel, Targa response personnel, finances, and internal and external communications.

The following pages contain important notification information, including:

- The NRC Fixed Report – this information must be provided when reporting a spill
- For North Dakota:
  - North Dakota State Radio contact information
  - Telephone Notification Log
  - State Radio Public Service Answering Points map
- Federal Agencies
  - National Response Center
  - Department of Transportation/Pipeline and Hazardous Materials Safety Administration
  - Environmental Protection Agency
  - Occupational Safety & Health Administration

Figure 1: NRC Fixed Report Form[6]

NRC FIXED REPORT

Fields in red are mandatory entries. If you are unable to provide data for these fields, enter NONE or N/A.

Is this a drill report? [] Yes [] No
Your email address: _____

REPORTING PARTY

Phone 1: _____ Phone Type: [] Primary [] Alternate
Last Name: _____ [] Cellular [] On-Scene [] Pager
First Name: _____ [] Other: _____

Phone 2: _____ Phone Type: [] Primary [] Alternate
[] Cellular [] On-Scene [] Pager
[] Other: _____

Phone 3: _____ Phone Type: [] Primary [] Alternate
[] Cellular [] On-Scene [] Pager
[] Other: _____

Company: _____
Org Type: [] Federal Government [] Sea Partners Program
[] Fire Department [] Police Department [] Military
[] Private Citizen [] Private Company [] Public Utility
[] Local Government [] State Government [] Tribe
[] Other: _____ [] N/A [] Unknown
Address: _____
_____
_____
City: _____
State: _____Zip: _____

Does the caller wish to remain confidential? [] Yes [] No
Are you calling on behalf of the responsible party? [] Yes [] No
Are you or your company responsible for the Material released? [] Yes [] No

SUSPECTED RESPONSIBLE PARTY

Last Name: _____
First Name: _____

Phone 1: _____ Phone Type: [] Primary [] Alternate
[] Cellular [] On-Scene [] Pager
[] Other: _____

Phone 2: _____ Phone Type: [] Primary [] Alternate
[] Cellular [] On-Scene [] Pager
[] Other: _____

[6] *This form is included for information only; it is NOT submitted to the NRC, it is only to be used as a guide when contacting the NRC. It can also be viewed at http://www.nrc.uscg.mil/fixedreport.html.*

SUSPECTED RESPONSIBLE PARTY, continued

Phone 3: _____ Phone Type: [] Primary [] Alternate
[] Cellular [] On-Scene [] Pager
[] Other: _____

Company: _____
Org Type: [] Federal Government [] Sea Partners Program
[] Fire Department [] Police Department [] Military
[] Private Citizen [] Private Targa [] Public Utility
[] Local Government [] State Government [] Tribe
[] Other: _____ [] N/A [] Unknown
Address: _____
_____
_____
City: _____
State: _____Zip: _____

INCIDENT DESCRIPTION

Description of Incident: _____
_____
_____
_____
_____
(Use additional paper if necessary, and attach to this form.)
Incident Date: _____ Incident Time: _____
(DD/MM/YY)
[] Discovered [] Occurred [] Planned
Type of Incident: *FIXED*
Incident Cause: [] Transport Accident [] Equipment Failure
[] Operator Error [] Natural Phenomenon [] Dumping
[] Terrorism [] Criminal Intent [] Suicide
[] Explosion [] Cyber Attack [] Earthquake
[] Unknown [] Other: _____

ACCIDENT LOCATION

Location Description: _____
_____
_____
_____
(Use additional paper if necessary, and attach to this form.)
Address Location: _____
_____
_____
State: _____ County: _____ Zip: _____
Nearest City: _____ Distance from City: _____

Direction: _____ Units: [] miles [] kilometers
(Use terms such as E, ENE, SSW, etc.)

ACCIDENT LOCATION, continued

Range: _____ Section: _____ Township: _____
Latitude – Degrees: _____ Minutes: _____ Seconds: _____ Quadrant: [] N [] S
Longitude – Degrees: ____ Minutes: _____ Seconds: _____Quadrant: [] E [] W

FIXED INCIDENT LOCATION DETAILS

Building ID: _____

FIXED INCIDENT DESCRIPTION DETAILS

Fixed Object / Facility Type: [] Power Plant [] Utility Pole [] Buoy/Beacon (ATON)
[] Lighthouse/Fog Signal [] Warehouse [] Sewage Treatment Plant
[] Tank Farm [] Refinery [] Flare Stack
[] Other: _____
Compliance with NPDES Permits? [] Yes [] No [] Unknown
Power Generating Facility? [] Yes [] No [] Unknown

MATERIAL INVOLVED

Material	CHRIS Code	Amount Released	*Units

* 'Units' choices include Barrel(s), Cubic Feet, Cup(s), Curie(s), Drop(s), Each, Gallon(s), Liter(s), Mil CBF, Milcurrie(s), Other, Ounce(s), Pint(s), Pound(s), Quart(s), Tablespoon(s), Ton(s), Unknown

MATERIAL IN WATER INFORMATION

Amount in Water: _____ Units (choose from above list): _____
Body of Water Affected: _____
Offshore: [] Yes [] No River Mile Marker: _____
Tributary of: _____
Water Supply Contaminated: [] Yes [] No [] Unknown
Water Temperature: _____ Units: [] Fahrenheit [] Celsius
Wave Condition: [] Calm [] Smooth [] Slight [] Moderate
[] Rough [] Very Rough [] High [] Very High
[] Precipitous [] Confused
Speed: _____ Units: [] Knots [] MPH Direction: _____ (E, ESE, etc.)

SHEEN INFORMATION

Sheen Length: _____ Units: _____ (in feet, inches, yards, miles, meters, or kilometers)

Sheen Width: _____ Units: _____ (in feet, inches, yards, miles, meters, or kilometers)

Color*: _____ Odor Description: _____
* Choose from Barely Discernible, Brown, Dark Brown, Dark Black, Light Brown, Light Black, Rainbow, Silvery, Yellowish Brown, Unknown, Other, Reddish, Whitish, Bluish, Faint Colors.

Direction of Movement: _____ (E, ESE, etc.)

IMPACT INFORMATION

Medium Affected: [] Air [] Land [] Subsurface [] Water
[] Rail Report [] Soil [] Ballast
[] Unknown [] Other: _____
Detailed Medium Information_____

Fire? [] Yes [] No [] Unknown	Fire Extinguished? [] Yes [] No [] Unknown
Injuries? [] Yes [] No [] Unknown	Number of Injuries?
Fatalities? [] Yes [] No [] Unknown	Number of Fatalities?
Evacuations? [] Yes [] No [] Unknown	Number of Evacuations?
Damages? [] Yes [] No [] Unknown	Damage in Dollars:
Road Closed? [] Yes [] No [] Unknown	Road:
Track Closed? [] Yes [] No [] Unknown	Track:
Air Corridor Closed? [] Yes [] No [] Unknown	Air Corridor:
Waterway Closed? [] Yes [] No [] Unknown	Waterway:
Community Impact Due to Material [] Yes [] No	Media Interest: [] High [] Medium [] Low [] None

WEATHER INFORMATION

Weather Conditions: []Foggy [] Overcast [] Rainy [] Sleeting
[] Snowy [] Sunny [] Clear [] Partly Cloudy
[] Unknown [] Other:_____
Air Temperature: _____ Units: [] Fahrenheit [] Celsius
Wind Speed: _____ Units: [] Knots [] MPH
Wind Direction: _____ (E, ESE, etc.)

REMEDIAL ACTION INFORMATION

Remedial Action Taken: _____
_____
_____
(Use additional paper if necessary, and attach to this form.)
Release Secured? ☒Yes ☒No ☒Unknown
Duration of Release? _____ (in seconds, minutes, hours, days, weeks, months, years)

Rate of Release? _____ (in seconds, minutes, hours, days, weeks, months, years)

ADDITIONAL AGENCY INFORMATION
Federal Agency Notified: _____ State / Local Agency Notified: _____ State / Local Agency On-Scene: _____ State Agency's Report Number: _____
ADDITIONAL INFORMATION

2.2 North Dakota Notification Requirements

2.2.1 North Dakota Department of Health

According to North Dakota Administrative Code (NDAC) 33-16-02.1-09 Standards of Quality for Waters of the State:

> *4.* ***Any spill or discharge of waste which causes or is likely to cause pollution of waters of the state must be reported immediately.*** *The owner, operator, or person responsible for a spill or discharge must notify the department as soon as possible (701-328-5210) or the North Dakota hazardous materials emergency assistance and spill reporting number (1-800-472-2121) and provide all relevant information about the spill. Depending on the severity of the spill or accidental discharge, the department may require the owner or operator to:*
>
> *a. Take immediate remedial measures;*
>
> *b. Determine the extent of pollution to waters of the state;*
>
> *c. Provide alternate water sources to water users impacted by the spill or accidental discharge; or*
>
> *d. Any other actions necessary to comply with this chapter*

From http://www.ndhealth.gov/WQ/GW/spills.htm, current as of 11/22/2013:

> *Specific minimum quantities for mandatory reporting of spills have not been established. All spills which may potentially impact waters of the state, either surface water or ground water, must be reported. This includes all substances, not just "hazardous materials." Recent examples that a person may not normally think of as having a potential impact to water, include "non toxic" substances such as molasses or salt. These may not be immediately harmful to human health, but they may impact aquatic life or soil fertility.*

North Dakota Department of Health
Environmental Health Section
1.701.328.5210 or 1.701.328.5166

The above Quick Response (QR) code links to the Environmental Incident Report, referenced below.

The Environmental Incident Report can also be accessed at this website:

http://www.ndhealth.gov/ehs/eir/NonOilfield/

2.2.1.1 Emergency Response

Some releases may require immediate response by trained emergency personnel. This will be coordinated through the Department of Health, Division of Emergency Management and any other state or local emergency response agencies that may be needed.

If there is any question as to proper response call the Department of Health at (1.701.328.5210) or the North Dakota hazardous materials emergency assistance and spill reporting number (1.800.472.2121) and provide all relevant information about the incident.

2.2.1.2 Non-Emergency Releases

Non-emergency releases may be reported by filling out the online Environmental Incident Report Form (referenced above).

2.2.2 North Dakota State Fire Marshal[7]

Fire Marshal Division is responsible for emergency responses to hazardous materials incidents, and for enforcing state laws for prevention of fires; storage, sale, and use of combustibles and explosives, including fireworks; fire safety inspections and regulations, arson investigations, hazardous materials training, and fire prevention education.

The Fire Marshal Division assists local fire departments and emergency response agencies with fire prevention and life safety public education, fire inspections, and issues fire department certificates of existence. The division conducts fire investigations to determine origin and cause, and inspects public buildings, day care facilities, and schools to ensure compliance with fire codes.

2.2.3 U.S. Fish and Wildlife Service

2.2.3.1 North Dakota Ecological Services Field Office

The North Dakota Ecological Services Field Office is charged with reviewing and coordinating all proposed Federal, State, Tribal, local, and private party activities that have the potential to impact trust resources, and coordinating input from other FWS divisions. The North Dakota Field Office, Jeff Towner, Field Supervisor, can be reached at (701) 250-4402 or northdakotafieldoffice@fws.gov.

Refer to Section 2.3.5 for more information about the U.S. Fish and Wildlife Service.

[7] *From http://www.ag.nd.gov/FM/FM.htm*

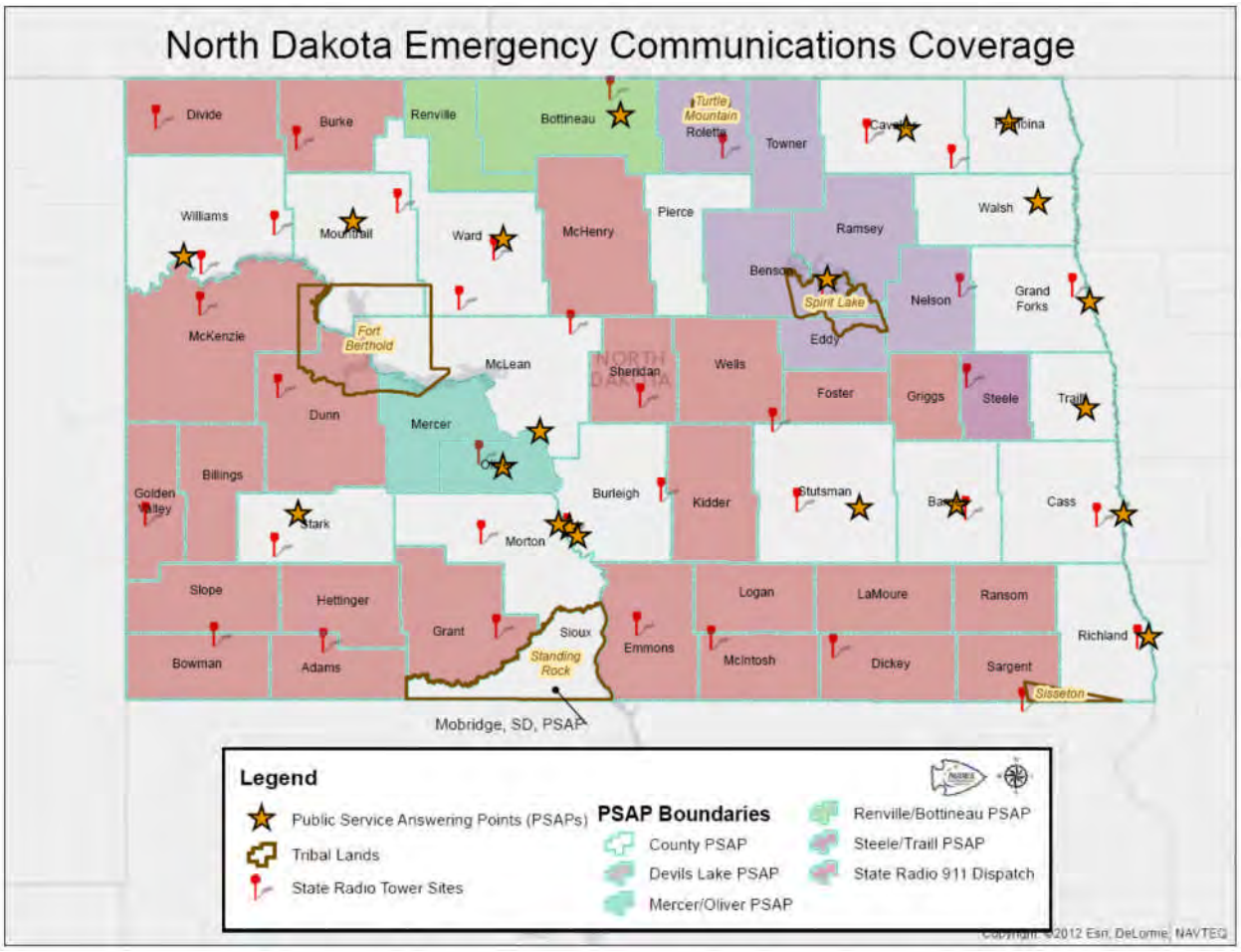


Figure 2: North Dakota State Radio - Emergency Communications[8]

2.2.4 The State Radio System in North Dakota[9]

The genesis of the emergency management component of North Dakota Department of Emergency Services (NDDES) can be traced to the Civil Defense Act of 1951. The statewide communications function was also established during the 1951 Legislative Session and State Radio became operational in 1952 at the Bismarck Airport. By 1968, State Radio was located at what is now Building 35 at Fraine Barracks.

The department provides 24/7 emergency communications and resource coordination with more than 50 lead and support agencies, private enterprise, and voluntary organizations to assist local jurisdictions in disaster and emergency response activities. It administers federal disaster recovery programs and the Homeland Security Grant Program. NDDES also manages the Emergency Management Assistance Compact (EMAC) that serves as a national clearinghouse though which member states may request and provide mutual aid assistance.

Local and tribal governments maintain direct responsibility for initial response to incidents, emergencies, disasters, or catastrophes. Local emergency managers serve a key role in coordinating response and

[8] *Source: http://www.nd.gov/des/uploads%5Cresources%5C233%5Cnd-emergency-communications-coverage.pdf*
[9] *From http://www.nd.gov/des/about/*

recovery efforts by providing situational awareness and accompanying resource requirements. NDDES supports response and recovery coordination with emergency managers in each county and tribal nation within the state of North Dakota as well as the cities of Bismarck and Fargo.

The State Radio Communications System has over four thousand users representing two hundred and eighty seven agencies of the local, state, and federal government.

Controlled from a single communications dispatch center located in Bismarck, it is connected to thirty six remote tower locations by telephone circuits, providing statewide voice communications.

To report information to State Radio, call 911.

Table 7: North Dakota Department of Emergency Services Contact Information

PUBLIC INFORMATION OFFICER	CONTACT INFORMATION
Cecily Fong[10]	NDDES Fraine Barracks Lane - Building 35 PO Box 5511 Bismarck, ND 58504 T: 701.328.8100 F: 701.328.8181 Toll Free: 800.773.3259
For general information:	T: 701.328.9921 F: 701.328.8181 Toll Free: 800.472.2121 (Number only valid in North Dakota.)

2.3 Radio Frequencies – State Radio

For frequency coordination and guidelines information, refer to:

http://www.nd.gov/des/uploads/resources/32/ndstateradioguidelines-01-23-06.pdf

[10] *Current as of 11/21/2013.*

2.4 Federal Reporting Requirements

2.4.1 National Response Center (NRC)

The primary function of the National Response Center is to serve as the sole national point of contact for reporting all oil, chemical, radiological, biological, and etiological discharges into the environment anywhere in the United States and its territories. In addition to gathering and distributing spill data for Federal On-Scene Coordinators and serving as the communications and operations center for the National Response Team, the NRC maintains agreements with a variety of federal entities to make additional notifications regarding incidents meeting established trigger criteria. The NRC also takes Terrorist/Suspicious Activity Reports and Maritime Security Breach Reports. Details on the NRC organization and specific responsibilities can be found in the National Oil and Hazardous Substances Pollution Contingency Plan while a simplified discussion of NRC tasking is outlined below.

The NRC is staffed by Coast Guard personnel who maintain a 24 hour per day, 365 day per year telephone watch. NRC Watch Standers enter telephonic reports of pollution incidents into the Incident Reporting Information System (IRIS) and immediately relay each report to the pre-designated Federal On-Scene Coordinator (FOSC). The IRIS system was designed and developed by the Space and Naval Warfare Systems Center Charleston, National Capital Region and is central to all NRC operations. The NRC also provides emergency response support to the FOSCs and has the ability to quickly place them in direct contact with expert technical support centers if needed.

The NRC should be the first call made in reporting a spill. While the NRC functions as a means of reporting to all other agencies, it is the responsibility of Targa to ensure that all appropriate agencies have been notified.

2.4.2 Department of Transportation / Pipeline and Hazardous Materials Safety Administration (DOT / PHMSA)

The pipeline systems covered under this plan fall under the requirements of 40 CFR §194 and, in general, under 49 CFR §195. As such, all accidents must be reported to the NRC, as discussed above. The DOT regulations are as follows:

> ***§195.50 Reporting accidents***
>
> *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.

[Amdt. 195-22, 46 FR 38360, July 27, 1981, as amended by Amdt. 195-39, 53 FR 24950, July 1, 1988; Amdt. 195-45, 56 FR 26925, June 12, 1991; Amdt. 195-52, 59 FR 33396, June 28, 1994; Amdt. 195-63, 63 FR 37506, July 13, 1998; Amdt. 195-75, 67 FR 836, Jan. 8, 2002]

§195.52 Immediate notice of certain accidents

(a) Notice requirements. At 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 must give notice, 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) Information required. Each notice required by paragraph (a) of this section must be made to the National Response Center either by telephone to 800-424-8802 (in Washington, DC, 202-267-2675) or electronically at http://www.nrc.uscg.mil and must include the following information:

(1) Name, address and identification number of the operator.

(2) Name and telephone number of the reporter.

(3) The location of the failure.

(4) The time of the failure.

(5) The fatalities and personal injuries, if any.

(6) Initial estimate of amount of product released in accordance with paragraph (c) of this section.

(7) All other significant facts known by the operator that are relevant to the cause of the failure or extent of the damages.

(c) Calculation. A pipeline operator must have a written procedure to calculate and provide a reasonable initial estimate of the amount of released product.

(d) New information. An operator must provide an additional telephonic report to the NRC if significant new information becomes available during the emergency response phase of a reported event at the earliest practicable moment after such additional information becomes known.

[75 FR 72907, Nov. 26, 2010]

2.4.3 Environmental Protection Agency (EPA)

According to 40 CFR 110.3:

§110.3 Discharge of oil in such quantities as "may be harmful" pursuant to section 311(b)(4) of the Act

For purposes of section 311(b)(4) of the Act, discharges of oil in such quantities that the Administrator has determined may be harmful to the public health or welfare or the environment of the United States include discharges of oil that:

(a) Violate applicable water quality standards; or

(b) Cause a film or sheen upon or discoloration of the surface of the water or adjoining shorelines or cause a sludge or emulsion to be deposited beneath the surface of the water or upon adjoining shorelines.

[61 FR 7421, Feb. 28, 1996]

The EPA has established requirements to report spills to navigable waters or adjoining shorelines. EPA has determined that discharges of oil in quantities that may be harmful to public health or the environment include those that:

- Violate applicable water quality standards;
- Cause a film or "sheen" upon, or discoloration of the surface of the water or adjoining shorelines; or
- Cause a sludge or emulsion to be deposited beneath the surface of the water or upon adjoining shorelines.

Any person in charge of vessels or facilities that discharge oil in such quantities is required to report the spill to the federal government. EPA provides several exemptions from the oil spill reporting requirements.

The requirement for reporting oil spills stems from the Discharge of Oil Regulation, known as the "sheen rule." Under this regulation, oil spill reporting does not depend on the specific amount of oil spilled, but on the presence of a visible sheen created by the spilled oil.

Targa has determined that their individual facilities require Spill Prevention, Control, and Countermeasure (SPCC) Plans, and in some instances, Johnson's Corner and Alexander Terminals, an EPA Facility Response Plan. Refer to the facility-appropriate Targa SPCC Plan for reporting information.

2.4.4 Occupational Safety & Health Administration (OSHA)

OSHA's Hazardous Waste Operations and Emergency Response Standard (HAZWOPER) applies to five distinct groups of employers and their employees. This includes any employees who are exposed or

potentially exposed to hazardous substances -- including hazardous waste -- and who are engaged in one of the following operations as specified by 29 CFR 1910.120(a)(1)(i-v) and 1926.65(a)(1)(i-v):

- Clean-up operations -- required by a governmental body, whether federal, state, local, or other involving hazardous substances -- that are conducted at uncontrolled hazardous waste sites;
- Corrective actions involving clean-up operations at sites covered by the Resource Conservation and Recovery Act of 1976 (RCRA) as amended (42 U.S.C. 6901 et seq.);
- Voluntary clean-up operations at sites recognized by federal, state, local, or other governmental body as uncontrolled hazardous waste sites;
- Operations involving hazardous wastes that are conducted at treatment, storage, and disposal facilities regulated by Title 40 Code of Federal Regulations Parts 264 and 265 pursuant to RCRA, or by agencies under agreement with U.S. Environmental Protection Agency to implement RCRA regulations; and
- Emergency response operations for releases of, or substantial threats of releases of, hazardous substances regardless of the location of the hazard.

HAZWOPER training is required per 29 CFR 1910.120(E), and is described in the Training section of this document.

All employers must report any workplace incident to OSHA within eight hours after the death of any employee from a work-related incident or the in-patient hospitalization of three or more employees. Employers must orally report the fatality/multiple hospitalization by telephone or in person to the Area OSHA office that is nearest to the site of the incident. Employers may also use the OSHA toll-free central telephone number, 1-800-321-OSHA (1-800-321-6742).[11]

2.4.5 U.S. Fish and Wildlife Service[12]

Following are the wildlife resource laws the Fish and Wildlife Service administers. Even when no Federal permit is needed, or when there is no other Federal nexus to an operation, such as Federal land ownership or Federal funding, all parties must ensure that their activities do not result in a violation of these laws. Any party may be liable for the unauthorized take of these trust resources, including on private land. To ensure that your company's activities do not violate Federal wildlife law, you are encouraged to contact the Ecological Services office of the Fish and Wildlife Service's North Dakota Field Office. For more information, please contact the North Dakota Field Office at (701) 250-4402, by email at northdakotafieldoffice@fws.gov, or by regular mail at 3425 Miriam Avenue, Bismarck, ND 58501.

2.4.5.1 Migratory Bird Treaty Act

The Migratory Bird Treaty Act (16 U.S.C. 703 et seq.) (MBTA) prohibits the taking, killing, possession, and transportation, (among other actions) of migratory birds, their eggs, parts, and nests, except when specifically permitted by regulations. While the MBTA has no provision for allowing unauthorized take, the Fish and Wildlife Service realizes that some birds may be killed during well pad and access road construction and operation even if all known reasonable and effective measures to protect birds are used. The Fish and Wildlife Service Office of Law Enforcement carries out its mission to protect migratory birds through investigations and enforcement, as well as by fostering relationships with individuals, companies,

[11] *From http://www.dol.gov/compliance/guide/osha.htm*
[12] *From http://www.fws.gov/northdakotafieldoffice/oil_&_gas.htm*

and agencies that have taken effective steps to avoid take of migratory birds, and by encouraging others to implement measures to avoid take of migratory birds. It is not possible to absolve individuals, companies, or agencies from liability even if they implement bird mortality avoidance or other similar protective measures. However, the Fish and Wildlife Service's Office of Law Enforcement focuses its resources on investigating and prosecuting individuals and companies that take migratory birds without identifying and implementing all reasonable, prudent and effective measures to avoid that take. Companies are encouraged to work closely with Fish and Wildlife Service biologists to identify available protective measures when developing project plans and/or avian protection plans, and to implement those measures prior to/during construction and operation or similar activities.

Violations of the Migratory Bird Treaty Act are a Class B Misdemeanor, carrying a maximum corporate penalty of 6 months incarceration, a $15,000.00 fine, or both.

2.4.5.2 Bald and Golden Eagle Protection Act

The Bald and Golden Eagle Protection Act (16 U.S.C. 668 – 668d, 54 Stat. 250) prohibits anyone, without a permit issued by the Secretary of the Interior, from taking bald eagles, including their parts, nests, or eggs. The Act defines the term "take" as "to pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest or disturb." The Act defines the term "disturb" as "to agitate or bother a bald or golden eagle to a degree that causes, or is likely to cause, based on the best scientific information available, (1) injury to an eagle, (2) a decrease in its productivity, by substantially interfering with normal breeding, feeding, or sheltering behavior, or (3) nest abandonment, by substantially interfering with normal breeding, feeding, or sheltering behavior." In addition to immediate impacts, this definition also covers impacts that result from human-induced alterations initiated around a previously used nest site during a time when eagles are not present, if, upon the eagles return, such alterations agitate or bother an eagle to a degree that injures an eagle or substantially interferes with normal breeding, feeding, or sheltering habits and causes, or is likely to cause, a loss of productivity or nest abandonment. Permits to take bald or golden eagles are available only for legitimate emergencies, or when the permitted activity is part of an overall conservation plan that benefits eagles.

First offense violations of the Bald and Golden Eagle Protection Act are a Class A Misdemeanor, carrying a maximum corporate penalty of 1 year incarceration, a $200,000.00 fine, or both. Second offense violations of the Bald and Golden Eagle Protection Act are a Class E Felony, carrying a maximum corporate penalty of 2 years incarceration, a $500,000 fine, or both.

2.4.5.3 Endangered Species Act

The Endangered Species Act (16 U.S.C. 1531 et seq.) prohibits anyone, without a permit issued by the Secretary of the Interior, from taking any federally-listed threatened or endangered species. The Act defines the term "take" as "to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct." Section 10(a)(1)(B) of the Act allows non-Federal parties planning activities that have no Federal nexus, but which could result in the incidental taking of listed animals, to apply to the Fish and Wildlife Service for an incidental take permit. A Federal nexus exists whenever an activity is conducted, funded, or licensed or permitted by a Federal agency. The application must include a habitat conservation plan (HCP) outlining the proposed actions, determining the effects of those actions on federally listed fish and wildlife species and their habitats (and may include proposed or candidate species), and defining measures to minimize and mitigate adverse effects.

Violations of the Endangered Species Act are a Class A Misdemeanor, carrying a maximum corporate penalty of 1 year incarceration, a $200,000.00 fine, or both.

2.4.5.4 National Wildlife Refuge System Improvement Act

The National Wildlife Refuge System Improvement Act (16 U.S.C. 668dd) provides for administration of "a network of lands and waters for the conservation, management, and, where appropriate, restoration of the fish, wildlife, and plant resources and their habitats within the United States for the benefit of present and future generations of Americans." Refuge managers are required by the Act to evaluate all general public, recreational, and economic uses proposed or occurring on a refuge, even those occurring to further Refuge habitat management goals, for appropriateness and compatibility with wildlife conservation, management, and recovery. The Fish and Wildlife Service administers Waterfowl Production Areas owned in fee title as well as wetland and grassland easements throughout North Dakota. Wetland easements are legal agreements with private landowners that permanently protect wetland basins from being drained, burned, leveled, or filled. Grassland easements are legal agreements with landowners that permanently protect grassland vegetation, primarily native prairie, from being destroyed or developed. The primary responsibility in protecting these interests is to review all proposed uses to ensure that the requests are compatible with Fish and Wildlife Service easement regulations and various laws and policies. These comments and suggestions are made in an attempt to accomplish three goals: (1) avoid impacts to Service grassland and wetland easements in the project area as much as possible; (2) if unavoidable, ensure that any proposed well and associated infrastructure impacts (roads, pipelines, electrical lines, sub-stations, etc.) on any Fish and Wildlife Service easement areas are kept to an absolute minimum; and (3) investigate all potential alternatives to eliminate or reduce impacts to easement areas to protect the integrity of the easement.

Violations of the National Wildlife Refuge System Administration Act are a Class A Misdemeanor, carrying a maximum corporate penalty of 1 year incarceration, a $200,000.00 fine, or both.

2.5 Regional Response Team Region VIII

Regional Response Team VIII (RRT VIII) is the federal component of the National Response System for the states of Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming. RRT VIII is made up of representatives of twelve federal departments and agencies, plus each of the six states listed above and a Tribal representative. It is co-chaired by a representative from the Environmental Protection Agency, Region VIII and a representative for the United States Coast Guard.

RRT VIII is a planning, policy, and coordinating body which does not respond directly to the scene of an oil spill or hazardous substance release. It provides assistance as requested to the On-Scene Coordinator during an incident. For a thorough description of both the National Response System and the responsibilities of the Regional Response Team, please visit the National Response Team's web site (http://www2.epa.gov/aboutepa/epa-region-8-mountains-and-plains).

Table 8: North Dakota State and Federal Telephone Notification Log

Date of Incident: _____ Description of Incident: _____

AGENCY	PHONE #	NAME OF PERSON TAKING REPORT	DATE/TIME	CASE # (If provided)	NAME OF PERSON MAKING REPORT
NRC	800-424-8802				
EPA Region VIII Spill Hotline.	303-312-6312 In the Region 8 states 800-227-8917				
OSHA (National Toll-Free Number)	800-321-6742 (1-800-321-OSHA)				
OSHA, Regional Office (Bismarck)	701-250-4521 Fax: 701-250-4520				
U.S. Fish and Wildlife Service, Resident Agent in Charge (Bismarck)	701-250-4402				
U.S. Army Corps of Engineers – Omaha District (Bismarck, ND)	701-255-0015 Fax: 701-255-4917				
FBI – Minneapolis Division	763-569-8000 Fax: 763-569-8567 minneapolis@ic.fbi.gov				
North Dakota State Fire Marshal	701-328-5500				
Local Sheriff/Police	See Table 10				
Local Fire Department	See Table 10				
LEPC/Emergency Manager Contact List	See Table 8				

2.6 LEPC Contact List / Emergency Managers

Local Emergency Planning Committees (LEPCs) were organized to fulfill the requirements of the federal regulations regarding Title III of the Superfund Amendment and Reauthorization Act (SARA) of 1986. LEPCs are responsible for preparing hazardous materials emergency response plans, serving as a repository for hazardous materials information and performing outreach functions to include hazardous materials awareness. LEPCs must have membership representation from a cross-section of the community it serves. LEPC membership should include elected officials, fire department, law enforcement, emergency management, healthcare, media, schools, industry, transportation, public health, voluntary organizations, and others. (Refer to LEPC Handbook for additional information.)

Statutorily provided in North Dakota Century Code (NDCC) 37-17.1-07.1(b) in conjunction with the state emergency response commission, the local emergency planning committees, as appointed by the boards of county commissioners, and the local emergency management organizations shall coordinate the development and maintenance of a state hazardous chemicals preparedness and response program.[13]

The state of North Dakota maintains a list of Emergency Managers, who perform the functions of the LEPCs[14]. The current list, as it applies to Targa's operations, is inserted below.

Table 9: Emergency Managers for Dunn, McKenzie and Mountrail Counties, ND[15]

COUNTY	EMERGENCY MANAGER	CONTACT INFORMATION
Dunn	Denise Brew	denise.brew@dunncountynd.org 205 Owens Street Manning, ND 58642 Office Phone: (701) 573-4612 Cell Phone: (701) 290-1769
McKenzie	Jerry Samuelson	jsamuelson@co.mckenzie.nd.us PO Box 1036 Watford City, ND 58854 T: 701.444.6853
Mountrail	Don Longmuir	donl@co.mountrail.nd.us PO Box 248 Stanley, ND 58784 T: 701.628.2909

[13] http://www.nd.gov/des/planning/haz-chem/state-emergency-response-commission/
[14] *Verbal communication on 11/21/2013 with the office of Ray DeBoer, Haz-Chem Preparedness and Response, NDDES.*
[15] *Current as of 11/21/2013*

Table 10: Public Information Officers for Dunn, McKenzie and Mountrail Counties, ND[16]

COUNTY	PUBLIC INFORMATION OFFICER	CONTACT INFORMATION
Dunn	Donna Scott	bdscott@ndsupernet.com T: 701.573.4343
McKenzie	Jerry Samuelson	jsamuelson@co.mckenzie.nd.us PO Box 1036 Watford City, ND 58854 T: 701.444.6853
Mountrail	Don Longmuir	donl@co.mountrail.nd.us PO Box 248 Stanley, ND 58784 T: 701.628.2909

[16] *Current as of 11/21/2013.*

Table 11: Local Police and Fire Departments – Dunn, McKenzie and Mountrail Counties[17]

FOR AN EMERGENCY, ALWAYS DIAL 911 FIRST

COUNTY	POLICE	FIRE
Dunn	Dunn County Sheriff's Office 205 Owens St Manning, ND 58642 Non-emergency: 1-800-472-2121 Emergency: 911	**Halliday Rural Fire Protection District** **Physical Address** Halliday Rural Fire Protection District PO Box 407 Halliday, ND 58636-0407 **Mailing Address** Halliday Rural Fire Protection District PO Box 407 Halliday, ND 58636-0407 Phone: (701) 938-9675 Fax: 7019383202
		West Dunn Fire District **Physical Address** West Dunn Fire District 209 Central AVE Killdeer, ND 58640-0688 **Mailing Address** West Dunn Fire District 209 Central AVE Killdeer, ND 58640-0688 Phone: (701) 764-5006 Fax: 7017645006
McKenzie	McKenzie County Sheriff's Office 201 5th St NW Watford City, ND 58854 Non-emergency: 701-444-3654, ext. 1420 Emergency: 911	**Alexander Volunteer Fire Department** **Physical Address** Alexander Volunteer Fire Department 501 Elk ST Alexander, ND 58831 **Mailing Address** Alexander Volunteer Fire Department PO Box 131 Alexander, ND 58831-0313 Phone: (701) 828-3352

[17] *http://firedepartment.net/directory/north-dakota, current as of 11/21/2013*

COUNTY	POLICE	FIRE
		Sioux-Yellowstone Rural Fire Protection District **Physical Address** Sioux-Yellowstone Rural Fire Protection District 3244 155th AVE NW Cartwright, ND 58838-9630 **Mailing Address** Sioux-Yellowstone Rural Fire Protection District 3244 155th AVE NW Cartwright, ND 58838-9630 Phone: (701) 744-5886
		Grassy Butte Fire Protection District **Physical Address** Grassy Butte Fire Protection District PO Box 189 Grassy Butte, ND 58634-0189 **Mailing Address** Grassy Butte Fire Protection District PO Box 189 Grassy Butte, ND 58634-0189
		McKenzie County Rural Fire Protection District **Physical Address** McKenzie County Rural Fire Protection District PO Box 746 Watford, ND 58854 **Mailing Address** McKenzie County Rural Fire Protection District PO Box 746 Watford, ND 58854 Phone: (701) 444-2934

COUNTY	POLICE	FIRE
		Watford City Volunteer Fire Department **Physical Address** Watford City Volunteer Fire Department 204 NE 3rd AVE Watford City, ND 58854 **Mailing Address** Watford City Volunteer Fire Department 204 NE 3rd AVE Watford City, ND 58854 Phone: (701) 842-2934
Mountrail	Mountrail County Sheriff's Office PO Box 309 101 N Main St Stanley, North Dakota 58784 Non-emergency: 701-628-2975 Emergency: 911	**Three Affiliated Tribes-Fire Department** **Physical Address** Three Affiliated Tribes-Fire Department 404 Frontage RD New Town, ND 58763 **Mailing Address** Three Affiliated Tribes-Fire Department 404 Frontage RD New Town, ND 58763 Phone: (701) 627-2897 Fax: 7016272896
		Parshall Rural Fire Protection District **Physical Address** Parshall Rural Fire Protection District 12 First AVE SE Parshall, ND 58770-0421 **Mailing Address** Parshall Rural Fire Protection District PO Box 421 Parshall, ND 58770-0421 Phone: (701) 862-3151

COUNTY	POLICE	FIRE
		Plaza Fire Protection District **Physical Address** Plaza Fire Protection District PO Box 157 Plaza, ND 58771 **Mailing Address** Plaza Fire Protection District PO Box 157 Plaza, ND 58771 Phone: (701) 497-3368
		Stanley Fire Department **Physical Address** Stanley Fire Department PO Box 851 Stanley, ND 58784-0851 **Mailing Address** Stanley Fire Department PO Box 851 Stanley, ND 58784-0851 Phone: (701) 628-2033 Fax: 7016283737

Table 12: Medical Facilities

MEDICAL FACILITIES	CITY	ADDRESS / PHONE NUMBER
Trinity Hospital	Minot	1 Burdick Expwy W Minot, ND 58701 701-857-5000
McKenzie County Hospital	Watford City	516 N Main St Watford City, ND 58854-7310 701-842-3000
St. Joseph's Hospital and Health Center	Dickinson	30 7th St W Dickinson, ND 58601-4335 701-456-4000
Wishek Community Hospital	Wishek	1007 4th Ave S Wishek, ND 58495-0647 701-452-3156

Table 13: Media

MEDIA[18]	CITY	NUMBER
TELEVISION		
KFYR	Bismarck	TV 5
KMOT	Minot	TV 10
KQCD	Dickinson	TV 7
KUMV	Williston	TV 8
KXMA	Dickinson	CBS2
KXMB	Bismarck/Mandan	CBS12
KXMC	Minot	CBS13
KXMD	Williston	CBS11

[18] *Telecommunication, in particular the EAS, is regulated by 47 CFR §11*

NEWSPAPERS		
Bismarck Tribune	Bismarck	Bismarck Tribune P.O. Box 5516 Bismarck, ND 58506 701-250-8247 News Fax: 701-223-2063
Dickinson Press	Dickinson (Dunn County)	1815 1st Street West Dickinson, North Dakota 58602 Phone: 701-225-8111 Fax: 701-225-4205
Minot Daily News	Minot (McKenzie County) (Mountrail County)	301 4th Street SE Minot, ND 58702 In Minot Call: (701) 857-1900 Toll free Call: 1-800-735-3229 Newsroom 1-800-735-3229 news@minotdailynews.com
Williston Herald	Williston (McKenzie County) (Mountrail County)	Address: 14 W. 4th St Williston, North Dakota 58801 Phone number: 701-572-2165 news@willistonherald.com

Table 14: National Weather Service Radio Stations

SITE NAME	TRANSMITTER NAME	CALL SIGN	FREQUENCY	POWER	WFO
Rolla	Rolla	KWN42	162.475	300	Bismarck, ND
Langdon	Langdon	KWN43	162.500	300	Grand Forks, ND
Cavalier	Cavalier	KWN44	162.450	300	Grand Forks, ND
Willow City	Bottineau	KWN45	162.450	300	Bismarck, ND
Sheyenne	Sheyenne	KWN46	162.525	1000	Grand Forks, ND
Steele	Steele	WNG581	162.400	300	Bismarck, ND
Fort Ransom	Fort Ransom	WNG656	162.525	1000	Grand Forks, ND
Scranton	Bowman County	WNG658	162.525	1000	Bismarck, ND
Grand Forks	Grand Forks	WWF83	162.475	300	Grand Forks, ND
Webster	Devils Lake/Sweetwater	WWG25	162.425	300	Grand Forks, ND
Fargo	Fargo	WXK42	162.475	1000	Grand Forks, ND
Bismarck	St. Anthony	WXL78	162.475	1000	Bismarck, ND
Dickinson	Daglum	WXL80	162.400	1000	Bismarck, ND
Jamestown	Cable Serv. Tower/Ypsilanti	WXL81	162.550	1000	Bismarck, ND
Minot	South Prarie	WXL83	162.400	1000	Bismarck, ND
Williston	Williston	WXL84	162.550	1000	Bismarck, ND
Petersburg	Dahlen	WXM38	162.400	1000	Grand Forks, ND
New Town	Belden (AG)	WXN88	162.525	300	Bismarck, ND

Section 3 Spill Detection and On-Scene Spill Mitigation Procedures

3.1 Methods of Initial Discharge Detection

Most discharges would be detected by a resulting increase or decrease in operating pressures as monitored by the SCADA system. Once an emergency condition has been recognized, the affected pipeline system would be shut down and isolated. Alternately, discharges could be detected by routine aerial surveys or by third parties such as residents near the pipeline or government agencies. Should the SCADA control center lose power, the system would continue to operate with generator and battery back-up, and could continue to monitor for a possible emergency condition. For calculation of a WCD, it was assumed that a 30-minute reaction time would lapse for recognition of pipeline failure. At the current time, the system has no automatic shutdown.

3.2 Product Loss

Product loss is usually detected by routine over/short determinations. Regularly the line may indicate a small loss and then a reasonable gain to offset the loss. These fluctuations are normally attributed to pressure variations affecting “line pack” or caused by minor metering variances. Consistent loses of a small magnitude (+/-0.5%) can possibly be attributed to meter variance or a small line leak.

However, a sudden sizable imbalance on the loss side, indicating a potential leak, will trigger an notification to field personnel. The following steps should then be initiated:

1. Notify Supervisor as appropriate.
2. Check pressure and flow data at points along pipeline where data is available to possibly determine size and general locations (line segment) of product loss.
3. If shortage cannot be explained, arrange for orderly shutdown of the line to hold the pressure above vapor pressure. If a leak is suspected, treat as an emergency condition and proceed with appropriate procedures from Section 5, “Emergency Procedures”.
4. The line should not be restarted until the problem has been pinpointed and corrected.
5. Document incident in operator’s log or by separate report.

3.3 Product Loss – Procedure for Pipeline Operators

3.3.1 Detected by Volume Check and/or Rate In vs. Out

1. Notify immediate Pipeline Supervisor.
2. Secure meter readings or tank gauges every few minutes to explain imbalance.
3. If shortage cannot be reconciled or explained, shut the pipeline down immediately. Monitor pipeline pressures after shutdown.
4. Keep immediate Pipeline Supervisor and others advised as appropriate.
5. Do not start pipeline and/or station back up until the problem has been identified and solved.
6. Document with details in operations log.

3.3.2 Detected by Visual Means or Notification by Others

It is assumed that a significant leak should be treated as an emergency. If the loss of product is minimal:

1. Notify Pipeline Supervisor. Give details of leaks, so that others can be notified as appropriate.
2. Isolate the part of the system from which the product is observed to be escaping. Shutdown the facility if necessary to control leakage.
3. Eliminate sources of ignition.
4. Do what can be done to minimize loss. For example, isolate the problem to the smallest line segment possible then vent remaining pressure in safe manner.
5. Do what is possible to disperse vapor from sources of ignition and work areas.
6. Notify others nearby who might be endangered by the escaping product.
7. Secure surrounding property so as to exclude unauthorized personnel and/or the public from the affected area.
8. Stay out of the affected area unless you have business there and can perform duties in a safe manner.

Do not start the pipeline or station back up until the points of escaping product have been secured, the leakage repaired in accordance with applicable procedures, the area thoroughly checked for flammable vapors, and the entire installation brought back to normal conditions.

9. Keep Pipeline Supervisor advised of activities as currently as possible
10. Document details in operations log or by separate report.

3.4 Pipeline Leak Detection

3.4.1 Minimal Leak

A minimal leak is a loss of product that does not pose an immediate hazard to people or property. Such leaks are usually too small to detect by pressure or flow variations. They are usually observed by field staff or reported by others. Leaks should be reported to the Pipeline Supervisor. The operator shall log leaks.

Initially, leaks reported by others should be treated as an emergency, since it is important that an Targa employee, capable of accessing the size of the leak and the potential hazard, be directed to the leak site in a timely manner. Upon arrival at the leak site, the employee should investigate the cause and size of the leak and advise the control center as to whether the leak should continue to be treated as an emergency (see Section 5) or downgraded to an abnormal condition.

3.5 Suspected Leak

3.5.1 Line Balance & Instantaneous Volumetric Flow Rate Check

A line balance is a periodic check of product volume measured into the line compared to the volume delivered from the line. A shortage can usually be traced to measurement inaccuracies. However, the possibility of a leak should always be investigated by:

1. Checking calculations.
2. Making additional line balances.
3. Contact Field Production Operations with back-up measurement and using their measurement to verify line balance or Company metering problems.
4. Checking pressure and flow data for changes that might support suspicion of leak.
    a. Total flow rate into the pipeline system compared to total flow fate out of the system is useful in verifying line integrity (instantaneous volumetric flow rate check).

If a shortage cannot be reconciled or explained, shut the pipeline down immediately in an orderly manner. Monitor pressures after shutdown. The problem should be reported to the Supervisor for further investigation.

3.5.2 Pressure/Flow Variations

In a closed pipeline, the difference in pipeline pressure between two points establishes the flow rate in that segment of the line. Under steady state operating conditions, pipeline pressures and flow rates are directly related. Should a change be noted in a pipeline pressure, the normal cause is a change in operations, such as:

- There is a change in a valve position.
- A pump is started or stopped.
- An unknown restriction occurs (example, dirt in a strainer).
- Product with a different gravity enters the pump (the pressure developed by a centrifugal pump depends on the gravity of the fluid).

If there is no explanation for the pressure change (and resulting flow change), then there may be a leak. A leak would involve a change of flow and pressure.

The rate of change of pressure or flow may be a clue to the cause of the change. For this reason, trend charts are helpful in both detecting and locating a leak. If, after checking operational possibilities a leak cannot be ruled out, report this fact to the Supervisor.

3.5.3 Indications of a Break

Where pressure and flow changes are large enough to cause a deviation alarm (i.e., a significant change from steady state operating conditions), or sudden loss of pressure to the vapor pressure of the product at line conditions, a line break may be indicated. The changes noted below could be expected to follow a line break, assuming that the operating pumps remain on line:

At the first pump station upstream from the leak:

- Flow rate would increase.
- Discharge, case, and suction pressures would be reduced if the station was not “controlling” on suction or discharge pressures.

- If the station was controlling on discharge pressure, the discharge pressure may not reduce; however, the suction and case pressures would reduce. If the condition continued until the station was no longer controlling on discharge pressure, the discharge pressure would then be reduced.
- If the station was controlling on low suction pressure, the suction pressure may not reduce; however, the discharge pressure would reduce. The case pressure would be reduced by the loss in pump head at the increased flow rate.

At the first pump station downstream from the leak:

- Flow rate would decrease.
- Suction, case, and discharge pressures would be reduced if the station was not controlling on low suction pressure.
- If the station was “controlling” or throttling on low suction pressure, the suction pressure would not necessarily reduce due to reduction in flow, but discharge pressure would reduce due to control valve closing to hold the suction at control point.

Generally speaking, the pressure and flow at meter stations under flow control or pump stations controlling on suction pressure upstream from a break will be affected less than those on the down stream side. The station immediately would have a noticeable fluctuation of downstream pressures. Obviously, a line break would be an emergency condition, to be reported to the Supervisor immediately. After the initial report, a further check of the data may assist in locating which segment of the line is most likely to contain the break.

Targa’s spill response objectives are to:

- Assure safety of public and personnel.
- Reduce the magnitude of the spill.
- Prevent spills from entering navigable waterways (if possible).
- Minimize damage to the environment.
- Prevent untrained personnel from contact with hazards associated with oil spills.
- Lessen the severity of spills by immediate response actions.

Should an emergency condition exist, Targa personnel will first act to control the source of the release. The pipeline system will be shut down. Additionally, pipeline isolation valves will be closed to isolate line sections by Targa personnel. Targa personnel will then investigate the potential location of the release by visual observation. Should a release be confirmed, the operator will assess the release for notification and mitigation requirements.

Mitigation of an oil spill includes responding to an oil spill emergency in a logical order to prevent further damage. Guidelines for mitigation during an oil spill response, along with mitigation methods which may be useful for Targa personnel for oil spill response, are presented in this section.

Targa personnel responsibilities during initial mitigation/response actions will be directed by the QI or the QI's designee. Initial response operations will be directed in accordance with incident command system structure shown in Figure 15 until the QI arrives.

The Pipeline Supervisor will direct the response of operations personnel and coordinate the acquisition and utilization of equipment, instruments, tools and material required in order to properly respond to a particular emergency condition.

Targa personnel will provide initial mitigation and response activities. Should additional resources be necessary to contain and clean up the releases, the QI will notify one of the OSRO contractors listed in Section 5.

3.6 Oil Spill Planning Volumes

Based on the calculations provided in Section 1.4.3 of this FRP, Table 15 presents the volumes of persistent and non-persistent oils that may potentially be discharged from the Targa Products facilities:

Table 15: Oil Spill Planning Volumes

RESPONSE ZONE	WORST CASE DISCHARGE (BBLS)
Zone 1	7,916 bbls

3.7 Mitigation Guidelines

Mitigation procedures presented herein represent guidelines for mitigation. Each oil spill response will consider specific factors during the event to determine the actual sequence of response activities. Also, some of the mitigating impacts listed in the following sections may be conducted by on-site personnel. However, the guidelines presented suggest a logical sequence to mitigation of oil spills. Notification procedures are found in Section 2 and are not present in the following sequences.

Specific spill mitigation procedures are prioritized below for anticipated spill scenarios.

3.7.1 Piping Rupture

Piping ruptures could occur in a variety of situations at Targa Resources facilities. The primary mitigation procedure is to contain the spill as effectively as possible. For spills outside of containment areas the following sequence of mitigation actions must be taken.

1. Radio or telephone operations to turn pump off and discontinue operations.
2. Manually shut off piping block valves adjacent to the rupture, in both directions.
3. Oil spilled may be traveling simultaneously in different directions. The mitigation activities will prioritize actions to protect the following objects (in order of precedence): Waterways, wetlands or marshes, drainage canals, ditches, drains, sewage systems, pipe and cable conduits, and neighboring soils.
4. Additionally, the response personnel must take precautions to confine oil spills to Targa Resources properties, if possible. The oil spill mitigation activities include construction of earthen dams, material dams, sorbent use, or diversion construction.
5. Contract personnel will construct additional engineered dikes, if necessary. Contract personnel duties will include sorbent use and recovery, spill containment, spill recovery, and media cleanup.

6. Response personnel will coordinate with contract personnel about cleanup and disposal of wastes generated.

3.7.2 Piping Leak

Piping leaks may be identified at valves, fittings, and connections. The severity of a leak may not initially indicate that large quantities of oil will escape, however, operation shutdown is necessary to prevent an increase in leakage that could pose a significant threat of an oil spill. Mitigation and notification procedures must be followed to reduce the significant threat of discharge. (See Piping Rupture procedures previously presented).

If a piping leakage occurs, it is likely that maintenance personnel can correct the problem in a timely manner to minimize the amount of leakage. The location of the leak will be observed after resuming the transfer operation

3.7.3 Fires and Explosions

Targa personnel are trained on proper shutdown procedures to prevent fires and explosions. Should fires and/or explosions occur, Targa personnel are trained for those specific events. In the event of fires and explosions oil spill mitigation becomes the response team's secondary goal. The primary goal is to reduce the imminent threat to the health and safety of the public and employees.

Targa maintains an emergency procedures manual that will be followed in the event of a fire and/or explosion. Once the threat of fire and explosion is reduced, oil spill mitigation can be conducted using appropriate methods described previously in this subsection.

3.7.4 Equipment Failure

In the event that equipment associated with transfer operations fails, transfer operations will cease until necessary repairs are made. Equipment failure can include inoperable valves, electrical controls, and pumps. Targa has redundant equipment and controls that can be used for mitigating oil spills due to equipment failure. The following discussion addresses the additional equipment.

Electrical control panels may cause problems such as pumps not responding to switches. A master control switch is associated with each electrical panel that controls the electrical supply to the panel and the pumps. This master power control can be turned off if pumps do not respond to electrical controls.

3.8 Mitigation Methods

Figure 7, Figure 8, Figure 9, Figure 10, Figure 11, Figure 12, Figure 13, and Figure 14 illustrate mitigation methods that may be useful during an oil-spill response. Response personnel will select the appropriate method to effectively mitigate an oil spill.

Information used to evaluate the correct mitigation method includes the following:

- Spill pathway.
- Size of spill.
- Rate of movement of spill.
- Type of spill.
- Available resources.

- Available personnel.
- Environmental damage potential.
- Health and Safety practices.
- Other prudent information.

3.8.1 Additional Mitigation Methods

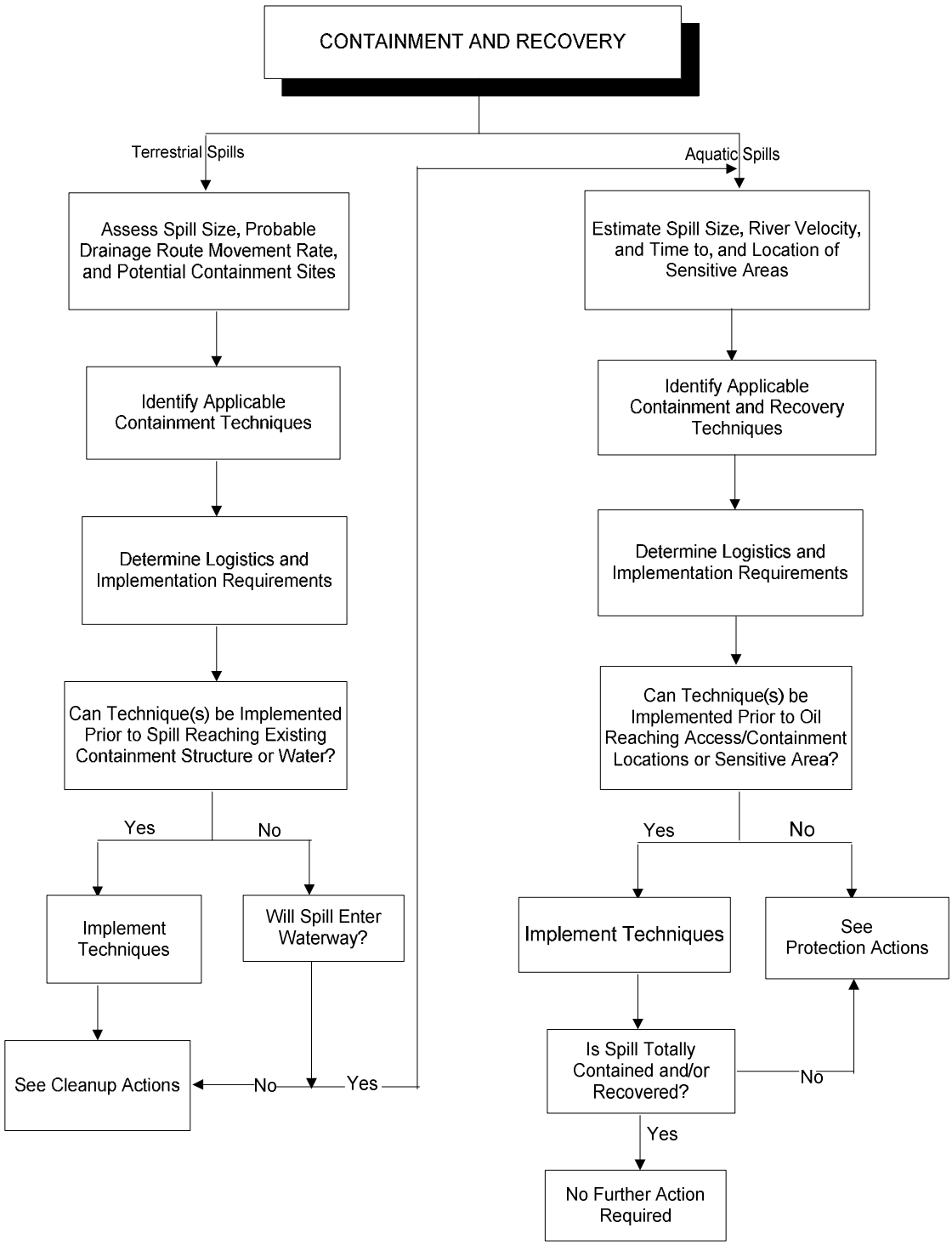
Mitigation of oil spills is not limited to methods presented in this FRP. Additional mitigation methods can be utilized provided sound judgment is used in conjunction with local, State, and Federal Laws.

3.8.2 Containment and Recovery

Containment and recovery refers to the techniques or methods that can be employed to contain and recover floating material or material flowing overland. Recovery of terrestrial spills is addressed in the Shoreline and Terrestrial Cleanup Section. Containment is most effective when conducted near the source of the spill where the material has not spread over a large area and the contained material is of sufficient thickness to allow effective recovery and/or cleanup. The feasibility of effectively implementing containment and recovery techniques is generally dependent on the size of the spill, available logistical resources, implementation time, and environmental conditions or nature of the terrain in the spill area. A containment and recovery operation implementation guide is shown in Figure 3.

Aquatic spill containment is primarily conducted through the use of spill containment booms and damming techniques. Skimmers are usually the most efficient means of recovery although pumps, vacuum systems, and sorbents can also be effective. For terrestrial spills, sorbent booms or materials, trenches and earthen berms, or other physical barriers are most often used to contain material migrating on the ground surface. Recovery of free material from the ground surface is best achieved by using pumps, vacuum trucks, and/or sorbents as discussed in the Shoreline and Terrestrial Cleanup Section. The terrestrial containment and aquatic containment and recovery techniques are summarized in Table 16. Some techniques are applicable to both terrestrial and aquatic containment and, consequently, have been listed twice.

Figure 3: Containment and Recovery Implementation Sequence



3.9 Terrestrial Spills

The third party tanks and the truck and rail car loading/unloading areas are surrounded by containment dikes, curbs, or some form of secondary containment system. Berms have also been constructed in some areas near property lines to provide further safeguards against offsite migration. These measures and others serve to minimize the potential for an uncontained terrestrial spill to occur within the complex boundaries or migrate offsite.

In general, containment and recovery of terrestrial spills is usually best achieved by using sorbent booms/materials, earthen containment berm, trenches, or physical barriers within a natural or manmade drainage course. This method is generally preferable as the oil is already partially contained and concentrated. The presence of existing drainage courses or containment structures is often critical to the effective containment of large terrestrial spills, as most containment techniques for flat surfaces do not provide a significant amount of storage capacity.

Technique Selection

The primary factors influencing terrestrial containment and recovery are as follows:

- Size - Most containment techniques provide limited storage capacity.
- Slope - Berms and barriers are generally less effective on steeper slopes and accessibility may be limited.
- Surface texture - Rough surfaces with natural ridges and depressions enhance containment and should be taken advantage of whenever possible.
- Substrate permeability - Highly permeable sediments will allow rapid penetration of oil into the substrate thus complicating containment and recovery.
- Existing drainage courses - Oil is more easily contained and recovered if it is flowing within, or can be diverted to, existing natural or manmade drainage structures.
- Storm water runoff - Runoff generally requires the containment of larger quantities of liquids and complicates oil recovery.

A terrestrial containment and recovery technique selection guide is provided in Figure 4.

Table 16: Summary of Containment and Recovery Techniques

TECHNIQUE[1]	DESCRIPTION	PRIMARY LOGISTICAL REQUIREMENTS	USE LIMITATIONS[2]	POTENTIAL ENVIRONMENTAL EFFECTS
Terrestrial Spills - Containment				
A. Containment/Diversion Berms	Construct earthen berms ahead of advancing surface spill to contain spill or divert it to a containment area.	Equipment 1 backhoe, bulldozer, front-end loader, or set of hand tools Personnel 4-8 workers	Steep slopes Porous substrate	Disturbance to surface soils and vegetation Increased oil penetration
B. Storm Drain Blocking	Block drain opening with sediments, plastic sheet, boards, etc. and secure to prevent oil from entering drain.	Equipment Misc. hand tools 1 Board, plastic sheet, mat., etc. Personnel 1-2 workers	May be advantageous for oil to enter drain Heavy precipitation	Increased oil penetration Oil can spread to other areas
C. Blocking Dams	Construct dam in drainage course/stream bed to block and contain flowing oil. Cover with plastic sheeting. If water is flowing, install inclined pipes during dam construction to pass water underneath.	Equipment 1 Backhoe, bulldozer, front-end loader, or set of hand tools 1 plastic sheeting roll Personnel 4-6 workers	Upstream storage capacity Flowing water	Increased oil penetration

TECHNIQUE[1]	DESCRIPTION	PRIMARY LOGISTICAL REQUIREMENTS	USE LIMITATIONS[2]	POTENTIAL ENVIRONMENTAL EFFECTS
Terrestrial Spills - Containment				
D. Culvert Blocking	Block culvert opening with plywood, sediments, sandbags, etc. to prevent oil from entering culvert	Equipment Misc. hand tools Misc. plywood, sandbags, etc. Personnel 3-4 workers	Upstream storage capacity Flowing water	Increased oil penetration
E. Interception Trench	Excavate ahead of advancing surface/near-surface spill to contain oil. Cover bottom and downgradient side with plastic.	Equipment 1 Backhoe, or set of hand tools Misc. plastic sheeting Personnel 3-6 workers	Slope Depth to near-surface flow	Increased oil penetration Disturbance to surface soils and vegetation
F. Shoreline Containment Booming	Deploy boom around point of oil entry into water and anchor to shoreline on either side.	Equipment 1 boat 100 ft boom (min.) 3 anchor systems (min.) Personnel 2-3 workers	Currents >1-2 kts Waves >1-2 feet Water depths >50 feet	Minor disturbance to substrate at anchor points Heavy oiling of shoreline within booms and associated impacts

TECHNIQUE[1]	DESCRIPTION	PRIMARY LOGISTICAL REQUIREMENTS	USE LIMITATIONS[2]	POTENTIAL ENVIRONMENTAL EFFECTS
Terrestrial Spills - Containment				
G. Diversion Booming	Boom is deployed from the shoreline at an angle towards the approaching slick and anchored or held in place with a workboat. Oil is diverted towards the shoreline for recovery.	Equipment 1 boat 3 anchor systems (min.) 100 ft. boom (min.) Personnel 3 workers plus boat crew	Currents >2-3 kts Waves >1-2 feet Water depth >50 feet (anchoring) Sensitive shorelines	Minor substrate disturbance at anchor points Heavy oiling at shoreline anchor point
H. Narrow Channel Containment Booming	Boom is deployed across channel at an angle to contain floating oil passing through channel.	Equipment 1 boat, vehicle, or winch 1-2 booms (1.2 x channel width each) 2-10 anchor systems Personnel 2-3 workers	Currents >2-3 kts Water depths >50 feet (anchoring) Sensitive shorelines	Minor substrate disturbance at anchor points Heavy shoreline oiling at downstream anchor point

TECHNIQUE[1]	DESCRIPTION	PRIMARY LOGISTICAL REQUIREMENTS	USE LIMITATIONS[2]	POTENTIAL ENVIRONMENTAL EFFECTS
Terrestrial Spills - Containment				
I. Sorbent Barriers	A barrier is constructed by installing two parallel lines of stakes across a channel, fastening wire mesh to the stakes and filling the space between with sorbents.	Equipment (per 100 feet of barrier) Misc. hand tools 1 boat 20 fence posts 200 feet wire mesh 200 ft^2 sorbents Misc. fasteners, support lines, additional stakes, etc. Personnel 2-3 workers	Water depths >5-10 feet Currents >0.5 kts Soft substrate	Minor substrate disturbance at post and shoreline anchor points High substrate disturbance if boat is not used

TECHNIQUE[1]	DESCRIPTION	PRIMARY LOGISTICAL REQUIREMENTS	USE LIMITATIONS[2]	POTENTIAL ENVIRONMENTAL EFFECTS
Aquatic Spills - Containment and Recovery				
J. Skimmers	Portable skimmers are placed within containment booms in the area of heaviest oil concentration.	Equipment (portable) 50 ft. hoses (min.) 1 Pump (if required) 500 gal. storage (min.) Personnel 4 workers plus boat crews	High winds Waves >0.5 - 1 feet Currents > 2 kts	No significant effects
K. Sorbents	Sorbents are applied manually to heavy oil coatings or accumulations on land or sheens on water to recover the oil.	Equipment Misc. sorbents Misc. bags or containers for oiled sorbents Personnel 1-10 workers	Very light or weathered oil coatings/sheens Steep or slippery shorelines	Significant substrate disturbance Foot traffic can trample vegetation and crush organisms Possible ingestion of residual sorbents by animals
L. Exclusion Booming	Boom is deployed across or around sensitive areas and anchored in place. Approaching oil is excluded from area.	Equipment (per 500 feet of boom) 1 Boat 6 anchor systems 750 ft Boom (min.) Personnel 3 Workers plus boat crew	Currents > 1-2 kts Waves > 1-2 feet Water depth >50 feet (anchoring)	Minor substrate disturbance at anchor points

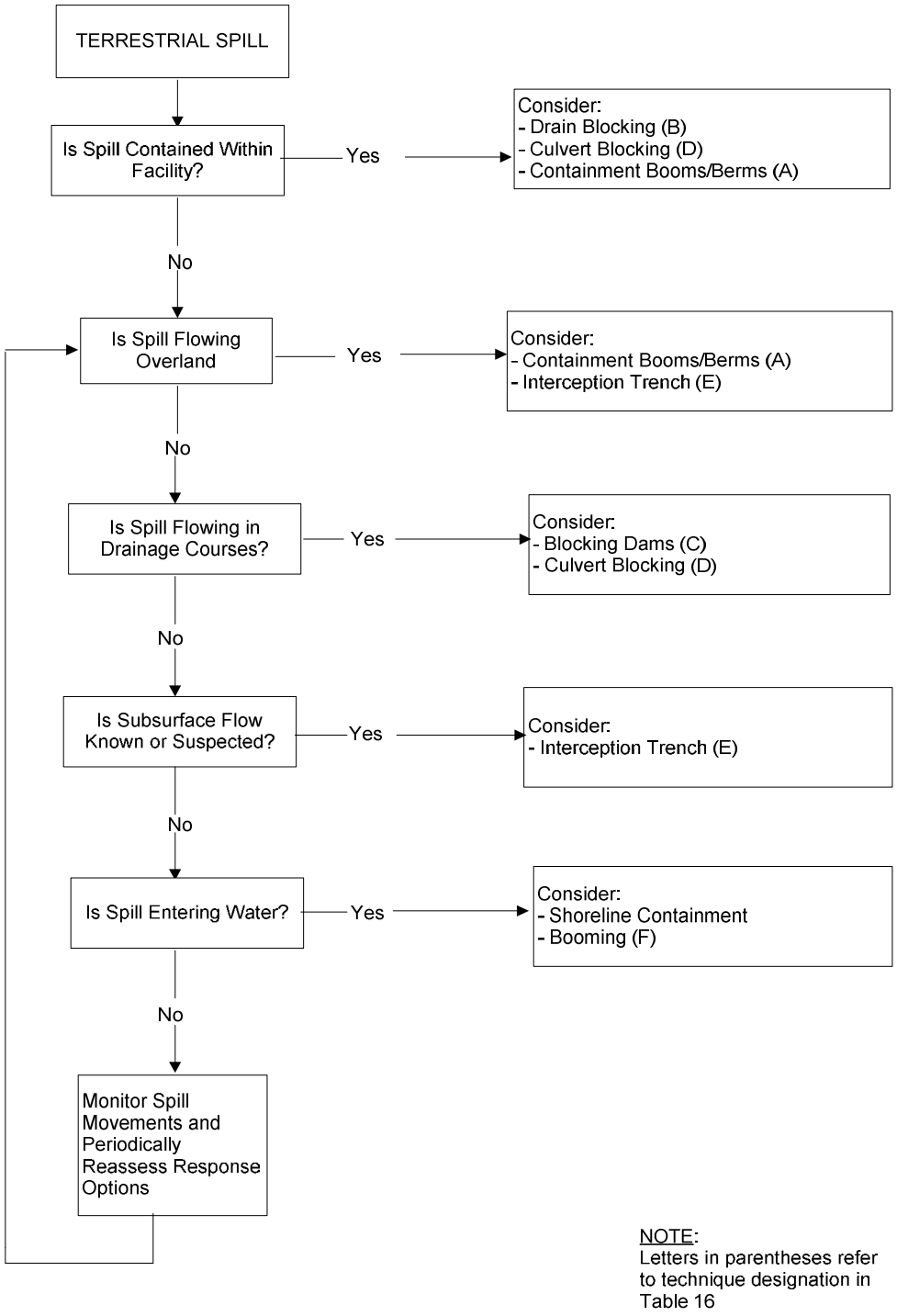
TECHNIQUE[1]	DESCRIPTION	PRIMARY LOGISTICAL REQUIREMENTS	USE LIMITATIONS[2]	POTENTIAL ENVIRONMENTAL EFFECTS
Aquatic Spills - Containment and Recovery				
M. Deflection Booming	Boom is deployed from the shoreline away from the approaching slick and anchored or held in place with a work boat. Oil is deflected away from shoreline.	Equipment 1 Boat 5 Anchor systems Boom (200 feet) Personnel 3 Workers plus boat crew	Currents >2-3 kts Waves >1-2 feet Water depth >50 feet (anchoring) ·Onshore winds	Minor substrate disturbance at anchor points Oil is not contained and may contact other shorelines
N. Inlet Dams	A dam is constructed across the inlet or channel using local shoreline sediments to exclude oil from entering inlet. Dam can be covered with plastic to minimize erosion.	Equipment 1 Backhoe, bulldozer, front-end loader, or set of hand tools 1 Plastic sheeting roll Personnel 2-6 Workers	Water outflow Inlet depth >5 feet Excessive inlet width	Sediment/vegetation disturbance at borrow areas Inlet substrate disturbance Increases suspended sediments Water in inlet can become stagnant

TECHNIQUE[1]	DESCRIPTION	PRIMARY LOGISTICAL REQUIREMENTS	USE LIMITATIONS[2]	POTENTIAL ENVIRONMENTAL EFFECTS
Aquatic Spills - Containment and Recovery				
O. Debris Exclusion	Install fence barrier upstream of containment site to exclude debris. Barges may also be anchored at an angle to the shoreline to deflect debris towards the center of the river.	Equipment (per 100 ft of barrier) Misc. hand tools 1 boat 10 fence posts 100 feet cyclone fence Misc. fasteners, support lines, etc. Personnel 2-3 workers	Water depths >5-10 ft Currents >3-4 kts Soft substrate	Minor substrate disturbance at post and anchor points
P. Bottom Barriers	A trench is excavated, overflow dam constructed, or filter fence installed across stream channel to contain submerged oil	Equipment 1 backhoe, clamshell, dredge 1 boat 1 submerged oil monitor (radar) Personnel 4 workers	Currents > 6 kts Water depths > 20 ft. Turbidity restrictions	Significant substrate disturbance Temporary alteration of waterway hydro-dynamics

TECHNIQUE[1]	DESCRIPTION	PRIMARY LOGISTICAL REQUIREMENTS	USE LIMITATIONS[2]	POTENTIAL ENVIRONMENTAL EFFECTS
Aquatic Spills - Containment and Recovery				
Q. Bottom Dredging/Pumping	Dredges, pumps, vacuum trucks, etc. are used to recover submerged oil accumulations	Equipment 1 pump, vacuum truck, dredge 1 boat 1 storage container Misc. hoses and fittings Personnel 2 driers 3-4 workers	Currents >2-3 kts Water depths >20 ft Turbidity restrictions Solidified oil	Significant substrate disturbance Temporary siltation of waterway
R. Open Water Containment Booming	Boom is deployed between two boats in a “U” shape in front of approaching slick to contain oil and prevent contact with shoreline.	Equipment 2 - Boats 200 ft. - Boom (min.) Misc. - Tow lines, bridles, connectors, etc. Personnel 4 - Workers plus boat crews	Waves > 1-2 feet High winds Currents >2 kts	No significant effects

[1] - Technique letter designations correspond to those used in the associated decision guides.
[2] - In addition to implementation time and accessibility.

Figure 4: Spill Containment Technique Selection Guide for Spills to Land



3.10 Aquatic Spills

Effective containment and recovery of aquatic spills depends, in part, on the spill circumstances, how quickly the techniques can be implemented, and the prevailing environmental conditions. Regardless of the size of the spill, containment is most effective if conducted at or near the source before the spill migrates a significant distance downstream. The larger the area covered by the spill, the more equipment and manpower will be required. Containment at or near the source is also often associated with thicker layers of oil within the containment booms which, in turn, increases the efficiency of most skimmers. Away from the source, the oil will spread to very thin layers or sheen making recovery difficult, even with sorbents. The prevailing environmental conditions can affect containment and recovery both in terms of effectiveness and deployment of equipment. Wind and currents can add significant tension on containment booms making it difficult to deploy and anchor the booms in place or connect sections of boom together in the water. Strong currents can cause entrainment of oil in the water stream flowing beneath the boom, resulting in ineffective containment or boom failure. Shallow water can cause the boom to "lay down," which also allows oil to pass underneath.

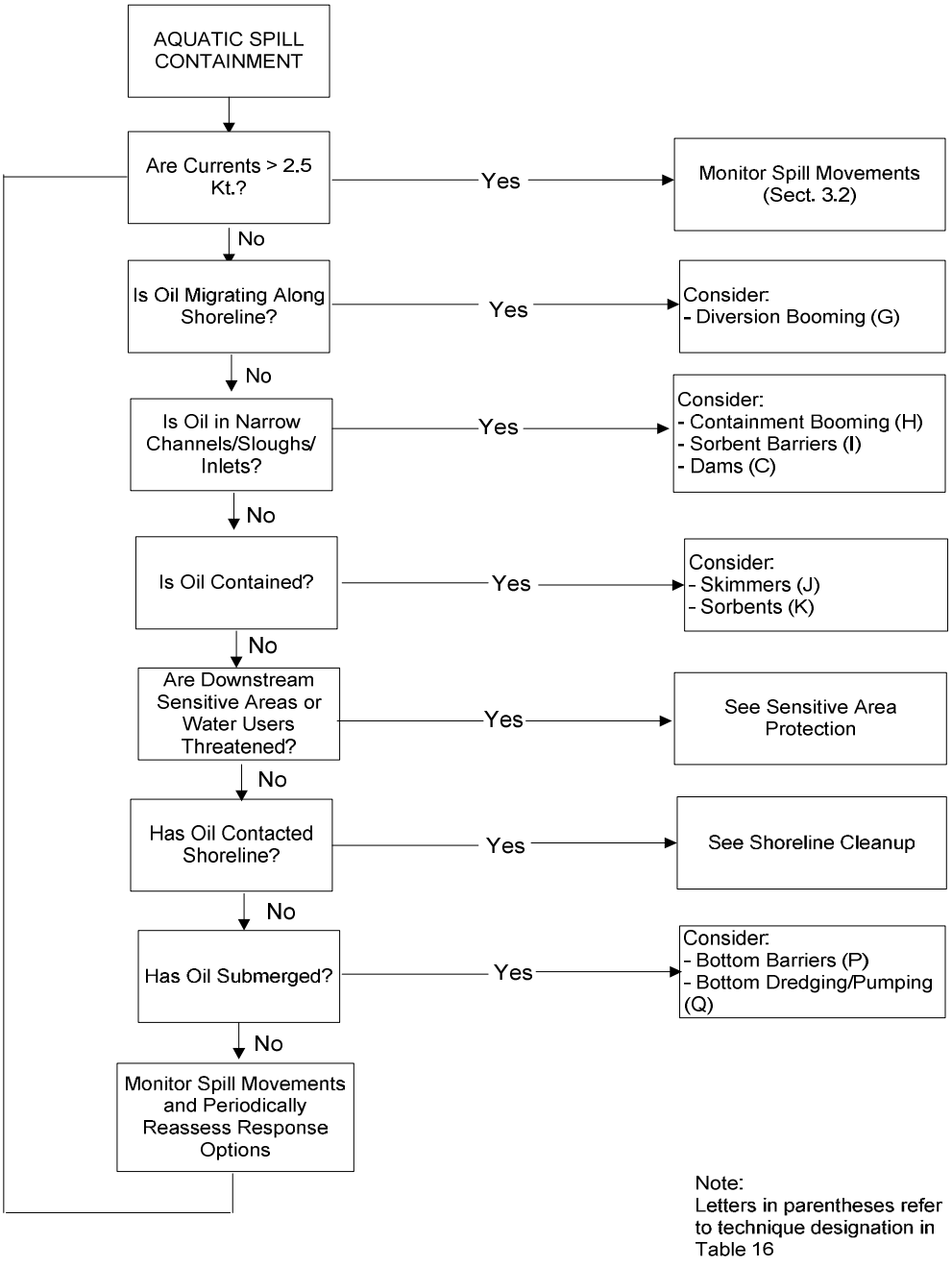
3.10.1 Aquatic Technique Selection

Selection of an appropriate aquatic containment and recovery technique depends on a number of factors including:

- Current speed - Surface currents greater than 1 knot can cause boom failure or entrainment of oil beneath the boom, where booms are placed at right angles to the current. When angled into or away from the current, booms can generally tolerate currents up to 2 to 3 kt before failure occurs.
- Water depth - Depths greater than 50 feet can complicate boom anchor placement, whereas depths less than 2 feet can preclude effective boom use. Depths less than 5 to 10 feet can also preclude the use of larger boats for logistical purposes.
- Channel width - Widths greater than 200 to 300 feet will generally preclude using booms to completely contain oil floating in the waterway, particularly if strong currents are present.
- Wave height - Breaking waves greater than 1 to 2 feet and 0.5 to 1 foot will render most booms and skimmers ineffective.
- Slick thickness - Recovery effectiveness with pumps/vacuum systems and skimmers decreases as slick thickness decline, becoming relatively ineffective for very thin slicks or sheens.
- Shoreline access - Obstacles (rocks, debris, man-made structures, etc.) in the water or steep or densely vegetated shorelines could restrict access and present safety and operational problems.
- Anchor points - Soft bottom substrates can complicate boom anchor placement.
- Safety - High currents and winds, large obstacles, and other dangerous conditions could present safety hazards and preclude certain techniques.

Based on the above factors, an aquatic containment and recovery technique selection guide has been prepared and is shown in Figure 5.

Figure 5: Aquatic Spill Containment and Recovery Technique Selection Guide



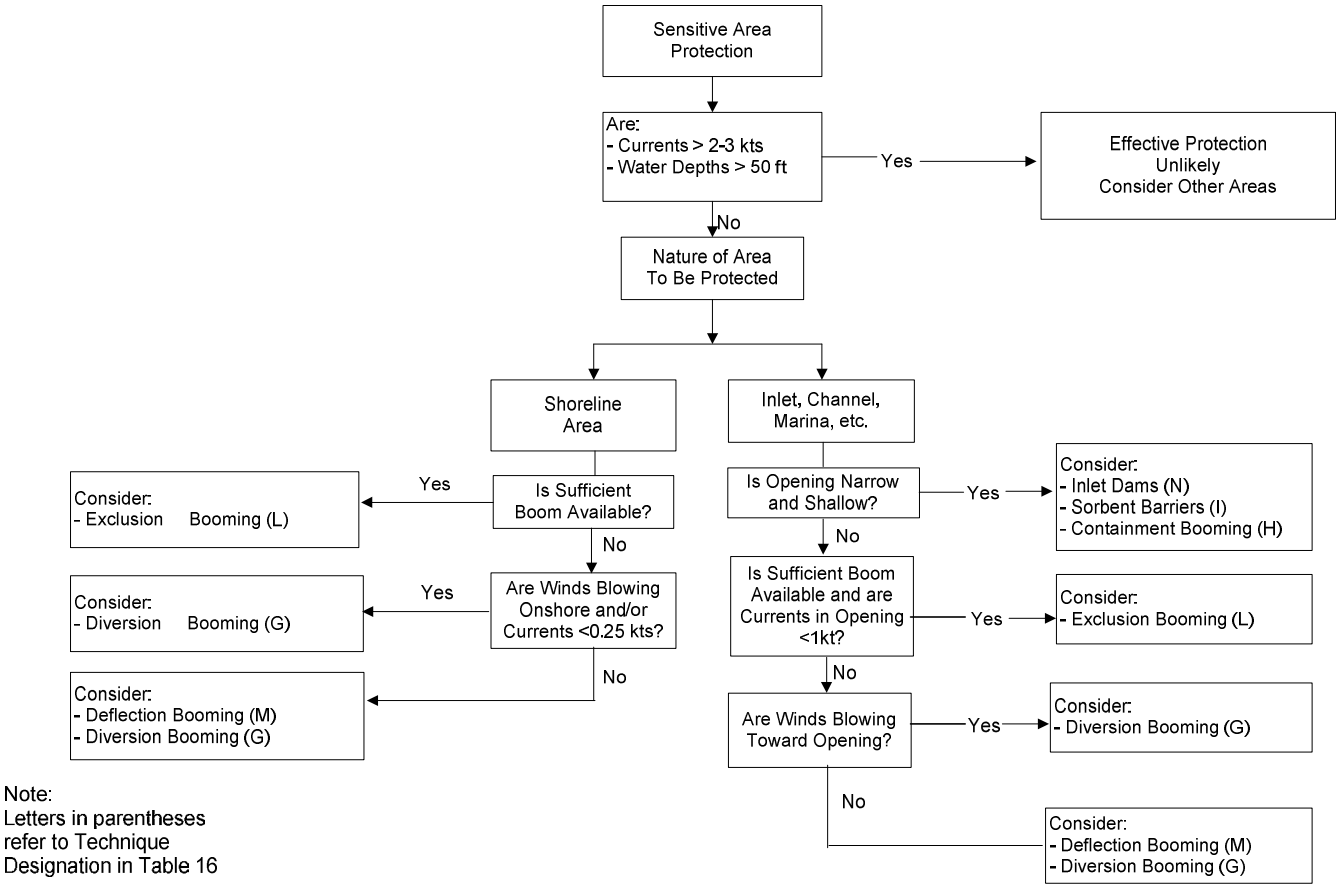
3.10.2 Protection Technique Selection

Selection of an appropriate protection technique depends on a variety of factors including:

- Current speed - Surface currents greater than 1 knot can cause boom failure or entrainment of oil beneath the boom, where booms are placed at right angles to the current. Booms angled into or away from the direction of flow can generally tolerate currents up to 2 to 3 knots before failure occurs.
- Water depth - Depths more than 50 feet can complicate boom anchor placement, whereas depths less than 2 feet can preclude effective boom use.
- Shoreline access - Obstacles (rocks, debris, man-made structures, etc.) in the water or steep or densely vegetated shorelines could limit access and present safety and operational problems.
- Anchor points - Soft bottom substrates can complicate boom anchor placement.
- Safety - High currents, winds, large obstacles, and other dangerous conditions could present safety hazards and preclude certain techniques.

Based on the above factors, a protection technique selection guide has been prepared and is shown in Figure 6.

Figure 6: Protection Technique Selection Guide



Note:
Letters in parentheses refer to Technique Designation in Table 16

Figure 7: Mitigation of Oil Spill on Land

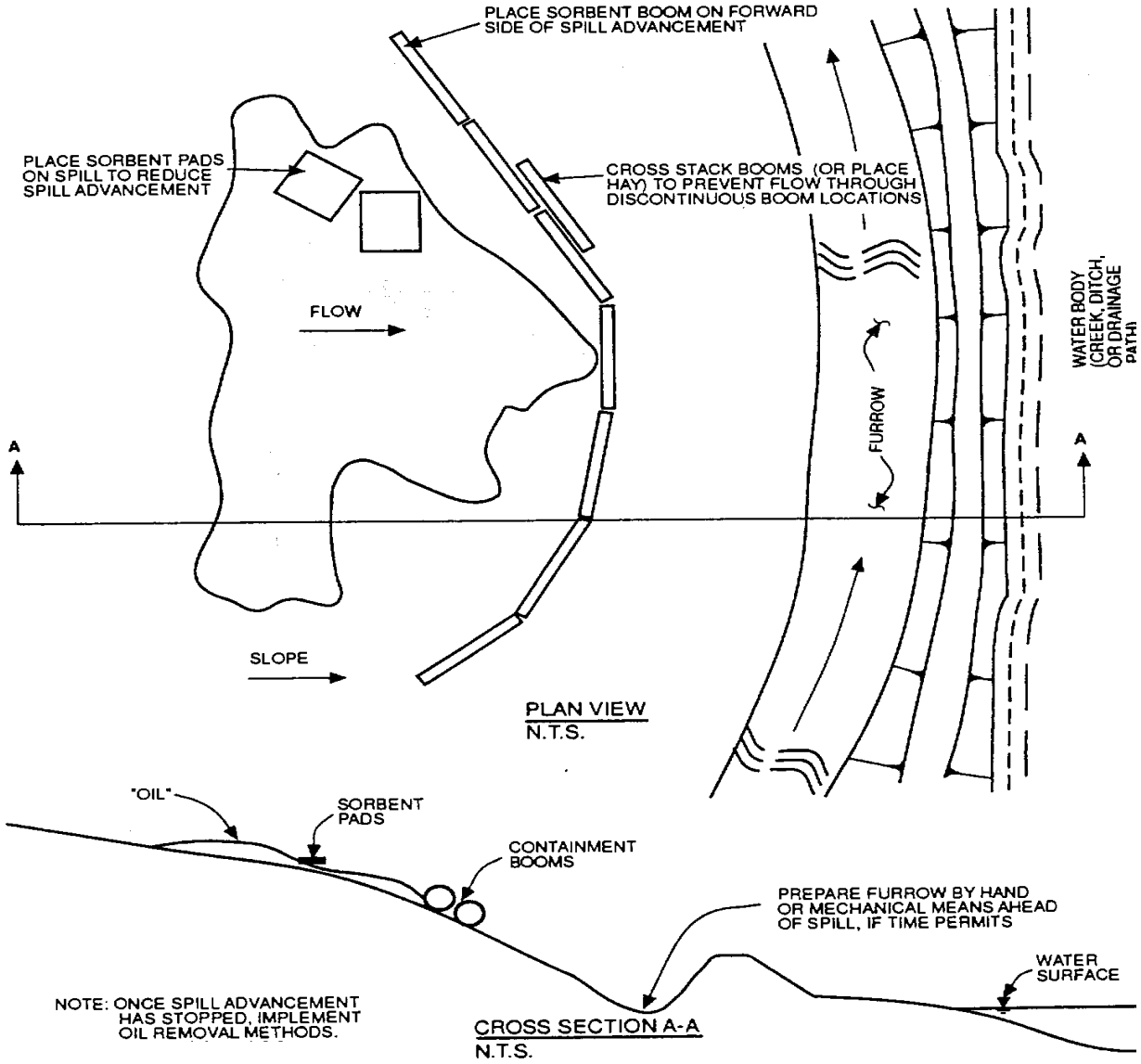


Figure 8: Mitigation by Overflow Dam

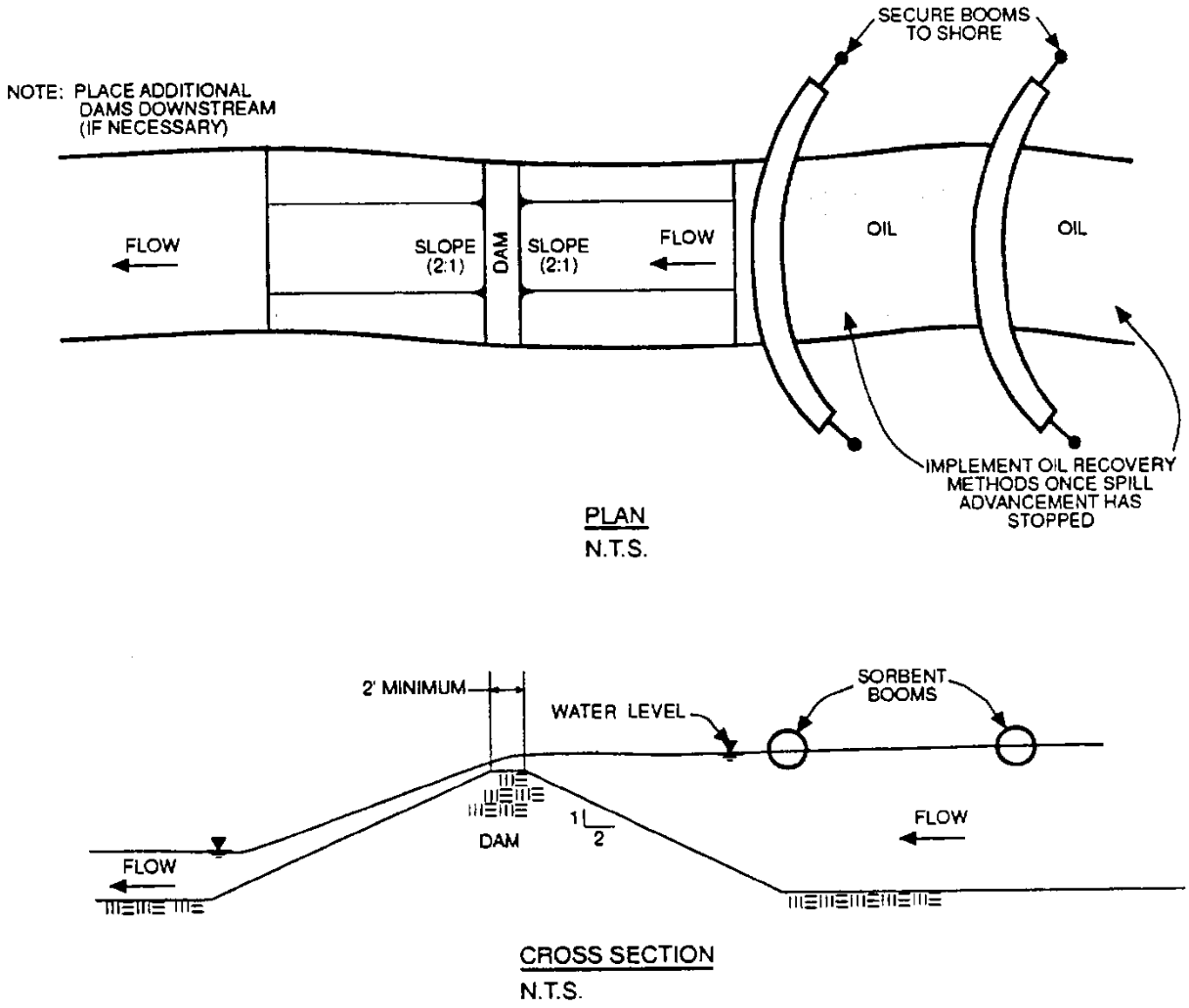


Figure 9: Mitigation by Containment

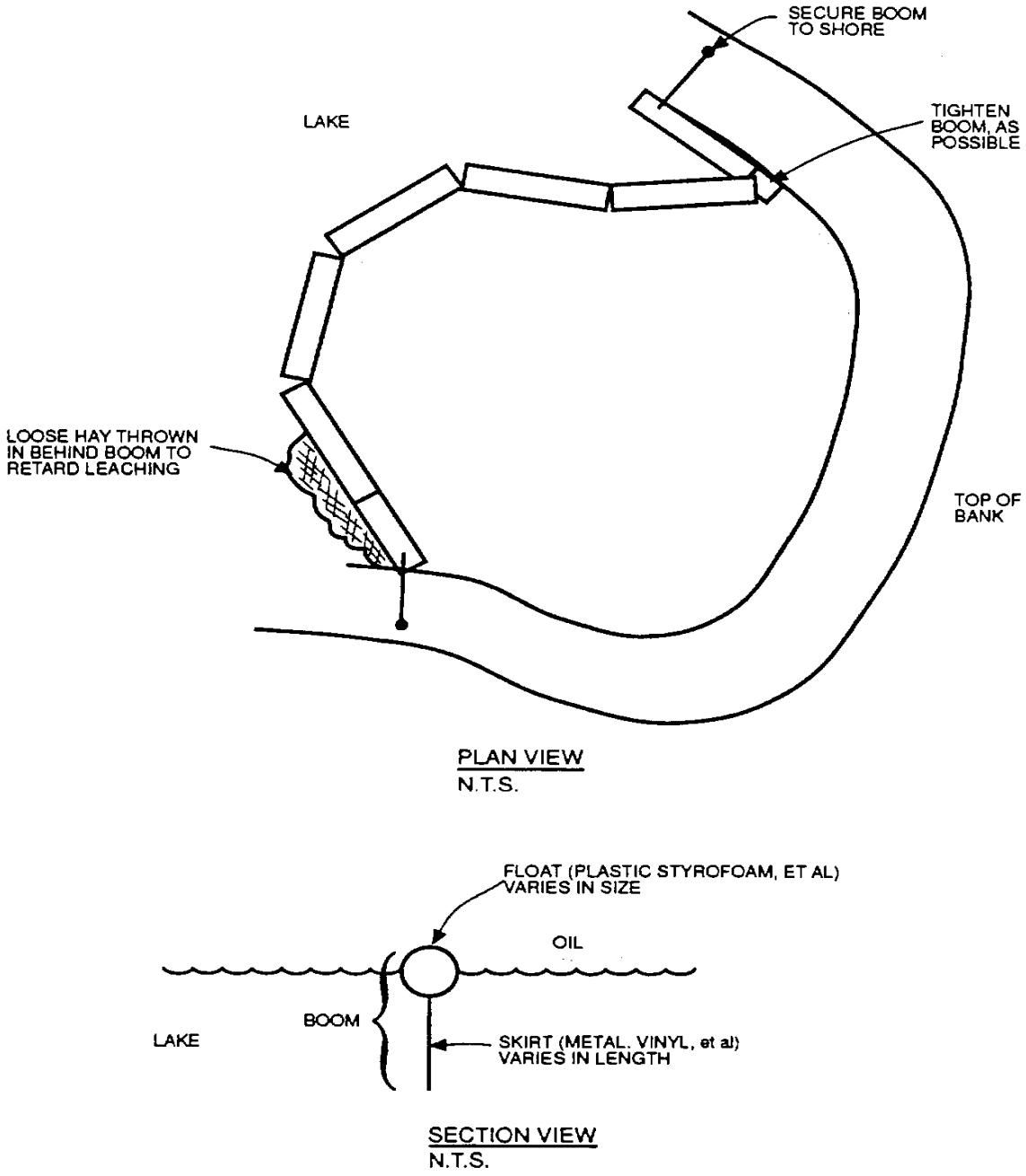
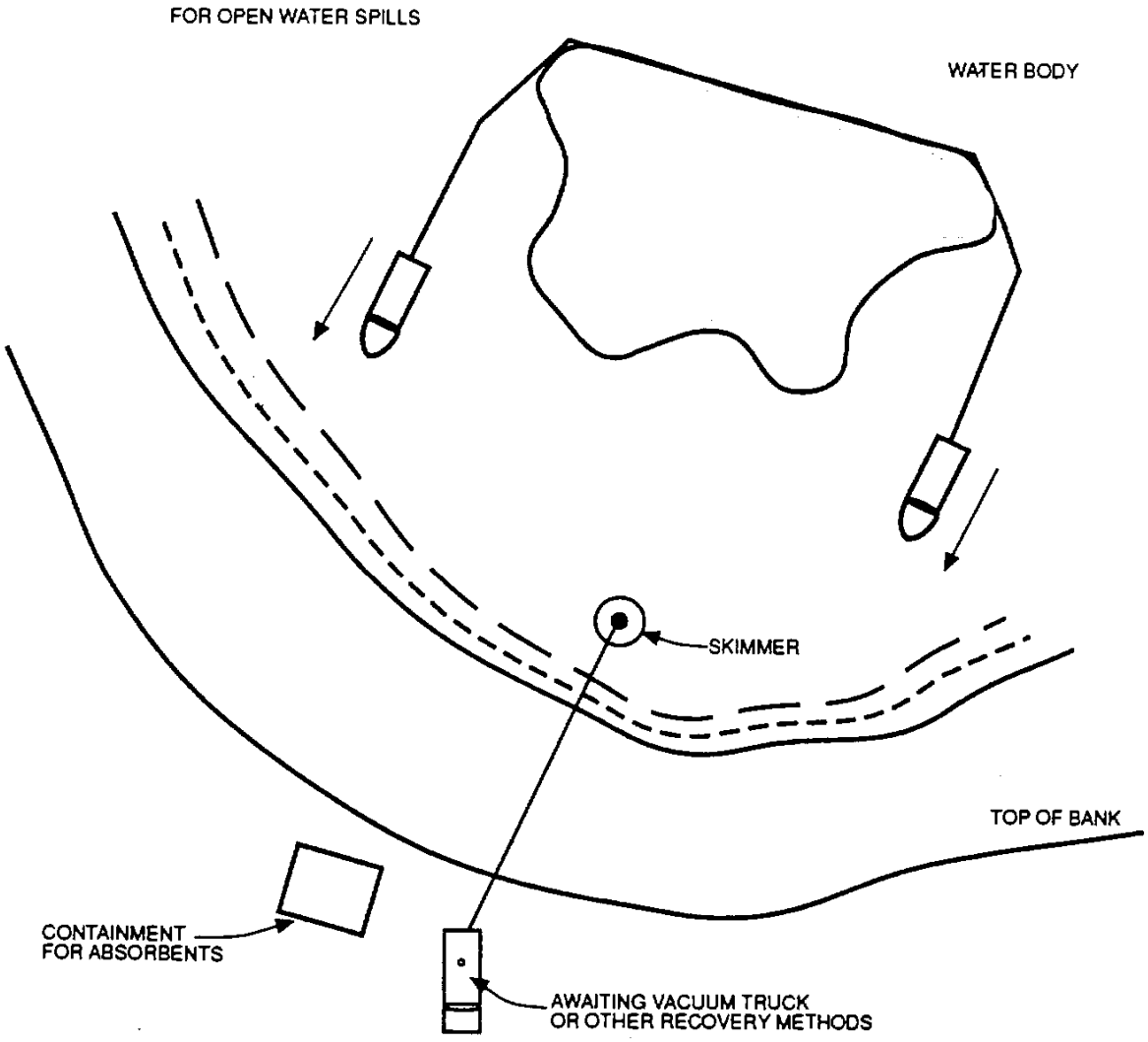


Figure 10: Mitigation by Containment and Recovery Dam



PLAN VIEW
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Figure 11 - Mitigation for Stream / River Confluence

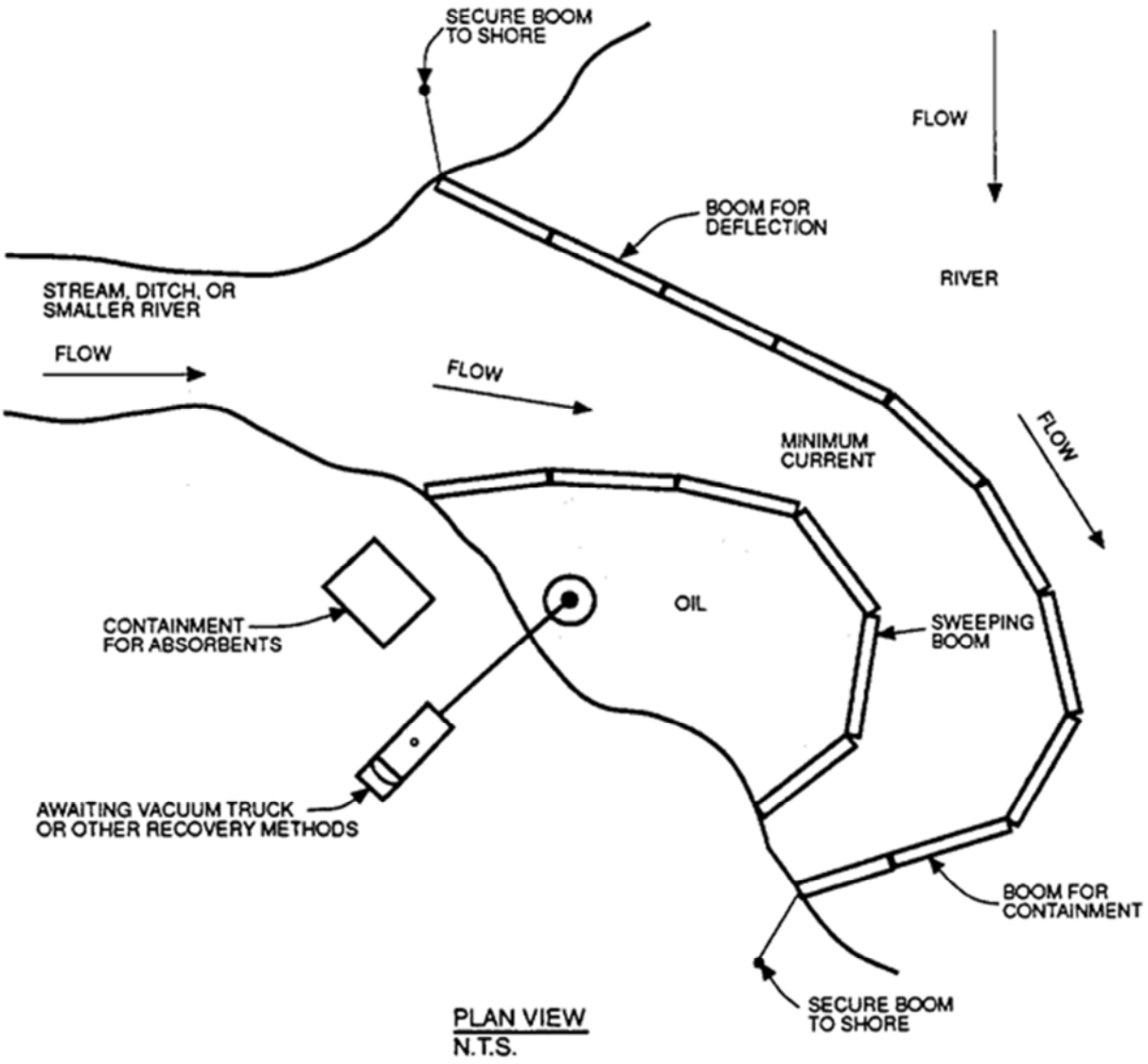


Figure 12: Mitigation Dam for Ditches and Streams

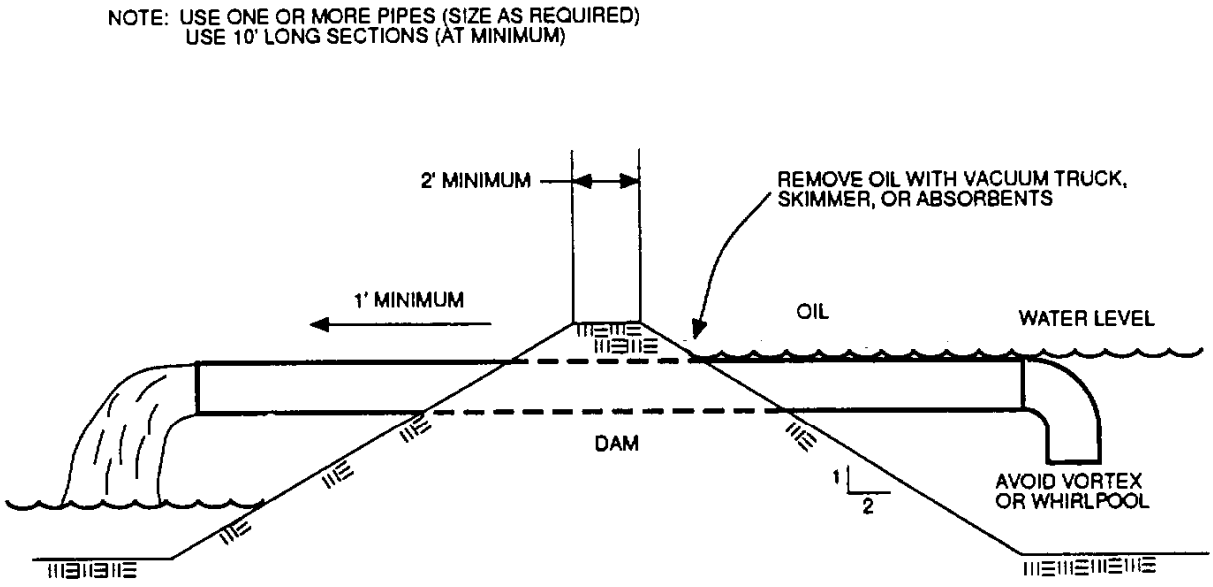


Figure 13: Mitigation Dam for Ditches and Streams

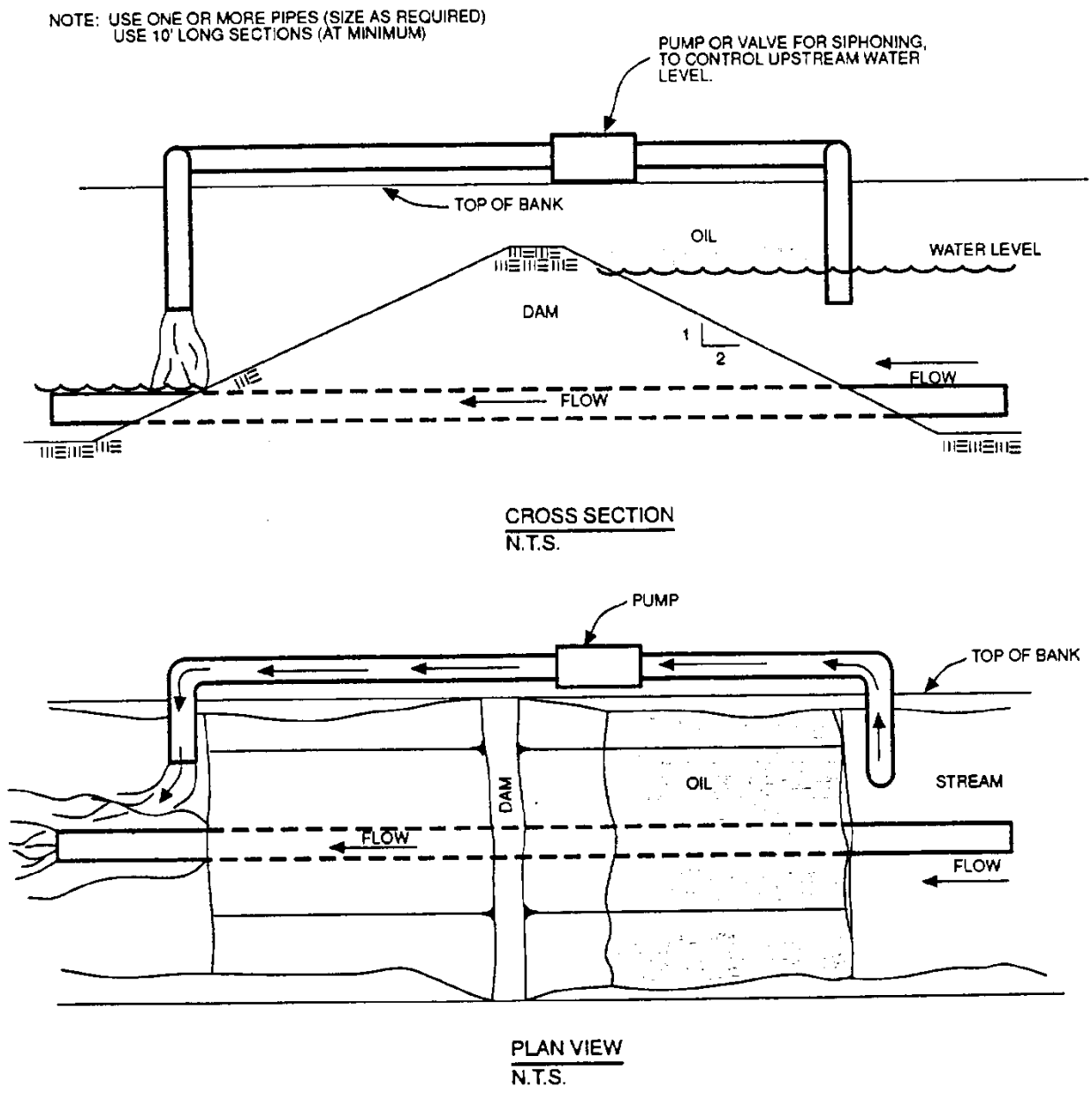
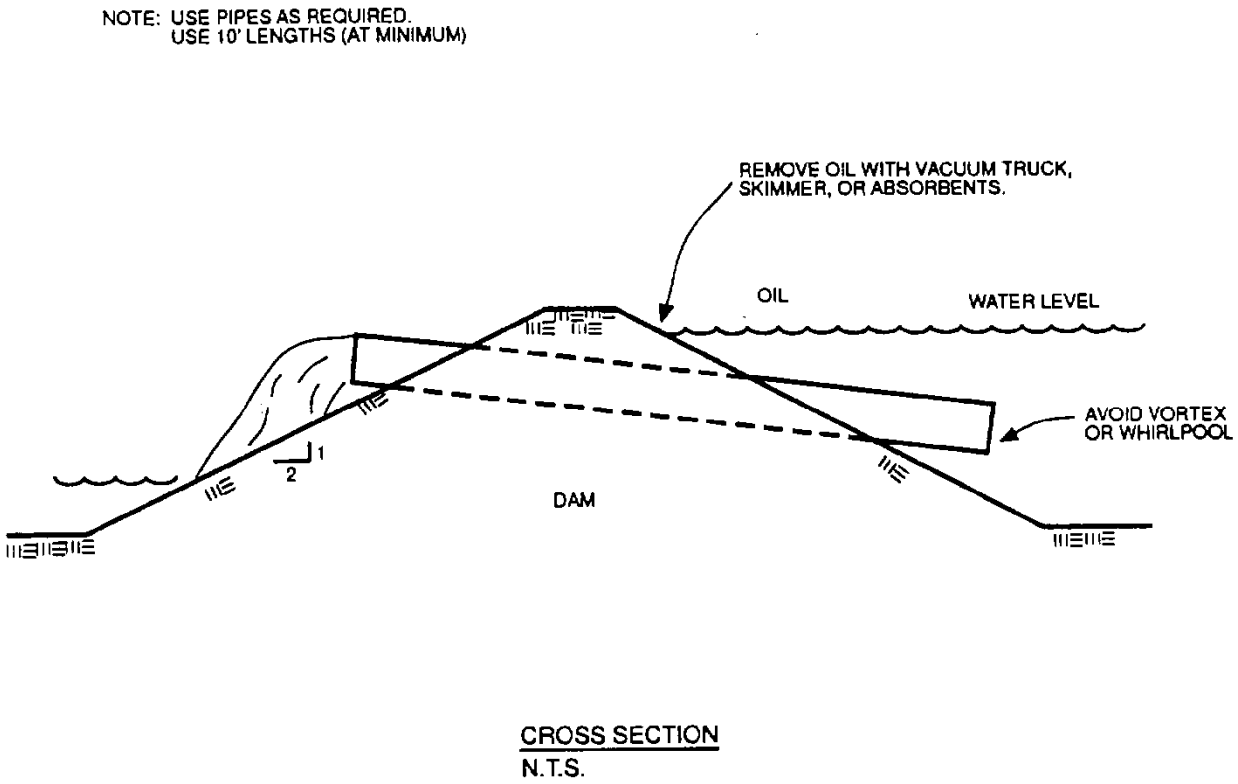


Figure 14: Mitigation Dam for Ditches



If mitigation by burning technique is used to prevent further environmental damage approval should be obtained from the State On-Scene Coordinator (OSC), the Fire Department, the Federal OSC, and other regulatory agencies involved in the emergency incident.

The burning technique shall not be used to burn wastes contaminated with PCBs, halogenated solvents, or "listed" hazardous wastes.

Special consideration should be given to the following topics when considering burning as a possible mitigation technique:

- Temporary degradation in local air quality.
- Organisms in vicinity of burn pile may suffer adverse thermal effects.
- Carcinogenic compounds and heavy metals in fallout could enter both the aquatic and terrestrial food webs.
- Fallout can contaminate freshwater lakes and streams that provide drinking water.
- Fallout can coat plants and block sunlight needed for photosynthesis.
- Causes heavy air pollution; adds heat to substrate, can cause erosion if root systems are damaged. Kills surface organisms caught in burn area. Residual matter may be somewhat toxic (heavy metals).

In summary, combustion as a mitigation technique is allowable, provided regulations are met, however, it will only be considered as a final method for oil spill mitigation. The potential benefit must outweigh the potential harm caused from burning.

3.11 Equipment for Response Activities

Targa will call outside contractors for services needed to respond to spills on the river and land. However, Targa does maintain a large mobile spill kit at the Johnson's Corner Crude Oil Terminal location, northeast side of the facility. This facility is located approximately 1.0 miles east of Johnson's Corner on Highway 73E, North Dakota 58847. Johnson's Corner is located approximately 16 miles east of Watford City.

The contents of the spill kit are described in the following pages.

Orange Spill Kit Inventory

Specifications

Fluids Absorbed:

Oils, Coolants, Solvents & Water

Absorbency:

Up to 76 gal.

Spill Volume:

50 - 79 gal.

Lift-out Basket:

No

Outdoor Storage:

Yes

UN Rated:

No

UV Resistant:

Yes

Wheels:

8" No Flat

Sold as:

1 each

Weight:

267 lbs.

per Pallet:

1

Composition:

Box - Polyethylene w/ 8" Pneumatic Wheels
Mat - Polypropylene
Socks - Polypropylene & Magnesium Aluminosilicate

Includes:

1 - 48" L x 31" W x 41.75" H PIG® Storage Chest (BOX405-OR)

10 - 3" x 10' PIG® BLUE Absorbent Socks (PIG202)

31 - 3" x 48" PIG® BLUE Absorbent Socks (4048)

154 - PIG® Universal Mat Pads (MAT203) Specifications

Fluids Absorbed:

Oils, Coolants, Solvents & Water

Absorbency:

Up to 76 gal.

Spill Volume:

50 - 79 gal.

Lift-out Basket:

No

Outdoor Storage:

Yes

UN Rated:

No

UV Resistant:

Yes

Wheels:

8" No Flat

Sold as:

1 each

Weight:

267 lbs.

per Pallet:

1

Composition:

Box - Polyethylene w/ 8" Pneumatic Wheels
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10 - 3" x 10' PIG® BLUE Absorbent Socks (PIG202)

31 - 3" x 48" PIG® BLUE Absorbent Socks (4048)

154 - PIG® Universal Mat Pads (MAT203)

112 - PIG® Wipers (WIP310)

15 - Temporary Disposal Bags and Ties (BAG201-L)

6 - Tamperproof Labels (LBL100)

1 - Instruction Manual

Pigalog® Page Number:

Page 105

3.12 Response Equipment Contacts

Section 2 includes lists of Targa, local, state and Federal contacts and telephone numbers.

Table 17 lists the OSRO's telephone numbers. All of these companies serve as sources of equipment for response activities on a 24-hour basis.

3.13 Response Personnel

Table 6 lists Targa Resources response personnel and their telephone numbers. These personnel are available for use of response equipment on a 24-hour basis. These resources are considered capable of staffing a continued response operation (an operation in excess of seven days).

3.14 Dispersant Use and In Situ Burning

The inserts following this page discuss dispersants and in situ burning methods of spill mitigation, in accordance with 49 CFR §194.107(b)(1)(iii) and (2)(iv).

According to the Region 8 Regional Contingency Plan:

> *3.3.2 Use of Chemical Agents*
>
> *The FOSC will choose the most effective and appropriate method from the available response tools when responding to any incident. For example, the physical recovery and removal of oil is the preferred cleanup technique; however, under certain conditions, chemical agents can be an effective tool. EPA has compiled the NCP Product Schedule, a list of dispersants and other chemicals that the FOSC or potentially responsible party may consider for use during a spill emergency. The most current NCP product schedule may be obtained from the EPA regional office or the EPA Office of Emergency and Remedial Response, Washington, D.C. To obtain the schedule after hours, the FOSC may contact the NRC and ask for the Office of Emergency and Remedial Response Duty Officer. The product schedule does not authorize or pre-approve use of any of the listed products.*
>
> *The use of dispersants, other oil emulsifiers, surface collecting agents, biological additives, burning agents, or miscellaneous oil spill control agents on surface water, particularly near sensitive wetlands or water supplies (freshwater systems) is discouraged in Region 8. Such use may add to the potential for serious impact of released petroleum products. This stance is necessary to protect fragile aquifers, sensitive ecosystems, and numerous potential and existing surface and subsurface water intakes (potable and non-potable) in Region 8.*
>
> *The FOSC may authorize the use of materials on the NCP Product Schedule such as dispersants, surface collecting agents, biological additives, or miscellaneous oil spill control agents only after consulting with the trustees for natural resources and securing the concurrence of the EPA RRT representative and the appropriate state RRT representatives.*
>
> *Products not included on the NCP Product Schedule, as well as those products included on the Schedule, may be authorized for use by the FOSC without first consulting with natural resource trustees and obtaining the concurrence of the EPA RRT representative or the state RRT representative, when, in the judgment of the FOSC, the use of the product is necessary to prevent or substantially reduce a hazard to human life. The FOSC shall inform the EPA RRT representative and the RRT representatives from the affected state(s) and, when practicable, the*

trustees for natural resources of the use of such dispersant or other chemicals. Once the threat to human life has subsided, the continued use of such products is subject to the consultation and concurrence requirements stated in the previous paragraph.

The Chemical Use Checklist, Annex VIII, is a tool for organizing information concerning the circumstances of the spill and environmental resources at risk.

3.3.3 Use of In Situ Burning in EPA Region 8

Authorization of in situ burning is subject to the same consultation and concurrence requirements as the use of chemical agents. Annex VII is a checklist for site-specific in situ burns of petroleum products that are affecting or threatening to affect waters of the United States.

ANNEX VIII

CHEMICAL USE CHECKLIST

A.	COMPILE DATA	RESPONSIBILITY
1.	Spill Data	FOSC
	-circumstances - time/date of incident - location - type of oil product - volume of product released - total potential of release - type of release (instantaneous, continuous, etc.)	
2.	Characteristics of Spilled Oils	FOSC
	- specific gravity - viscosity	
3.	Weather and Water Conditions/Forecasts	SSC
	- air temperature, wind speed, direction - water conditions - water temperature - water depth	
4.	Oil Trajectory Information	SSC
	- 48-hour surface oil trajectory forecast - surface area of slick - expected conditions of landfall	
	- 48-hour dispersed or chemically treated oil trajectory forecast - oil movement in water column - surface oil movement and expected landfall - concentration of the dispersant/oil mixture in the water column	

CHEMICAL CHARACTERISTICS

	Product 1	Product 2	Product 3
Chemical Name Trade Name Manufacturer When Available Location Characteristics: - toxicity - effectiveness - reactions - applicability - flash point Amount Available Type of Containers Application Methods Benefits to Problem (e.g., reduce vapor, increase viscosity)			

TRANSPORTATION AND EQUIPMENT

	Company 1	Company 2	Company 3
Name Location Equipment Available Transportation of Equipment			

5. Comparison of the Effectiveness of Conventional Clean Methods vs. Use of Chemicals — EPA OSC, SSC, STATE(S)

- containment at the source
- burning
- shoreline protection strategies
- shoreline cleanup strategies
- time necessary to execute response

6. Habitats and Resources at Risk — OSC, SSC

- shoreline habitat type and area of impact
- resources
    - endangered/threatened species
    - critical habitat for the above species
    - waterfowl use
    - shellfish
    - finfish
    - commercial use
    - public use areas
    - other resources of significance

7. Other Users of the Water: Nearby and Downstream — OSC

- water supply, potable
- water supply, industrial

B. RECOMMENDATIONS — EPA OSC, SSC, STATE(S)

1. Possible Options
    - do not use chemicals
    - use chemicals on a trial basis
    - disperse or chemically treat in limited defined areas
    - disperse or chemically treat to maximum extent possible with accepted methods and available equipment

2. Other Recommendations/Rationale

C. EVALUATION OF DECISION — EPA OSC, SSC, STATE(S)

1. Will application remove a significant amount of the slick from the surface water?

2. Can the extent or location of shoreline impacts be altered in a positive manner?

3. Can the damage to endangered/threatened species, mammals, and waterfowl be lessened?

4. Will the damage to habitats and resources resulting from the chemical use be less than those resulting without the use?

5. If recreational, economic, and aesthetic considerations are a higher priority than natural resource considerations, what is the most effective means of their protection?

D. MONITORING OF CHEMICAL USE OSC, STATE(S)

1. Records

-chemical brand
-Equipment and methods used in application
-dilution of chemical prior to application, if any
-rate of application
-times and area of application
-wind and wave conditions during application

2. Effectiveness - visual and photographic documentation

-oil before and after chemical application
-resurfacing of dispersed or chemically treated oil
-sampling of the water beneath the oil slick and the oil/chemical combination to determine the level of petroleum hydrocarbons in the water

3. Environmental Impacts - visual and photographic surveys

-the extent of shoreline impact by chemically treated and untreated oil
-mortality or abnormal behavior of fish, birds, or mammals
-comparison of shoreline areas impacted by oil and oil/chemical mixtures
-analysis of oil concentrations in sediments under chemically treated oil
-investigation of water column organisms for signs of adverse impact due to chemically treated oil
-collection and analysis of birds affected by chemicals or oil/chemical mixture

4. Public Health

-Sampling water supplies for petroleum and chemical constituents



Region 8

REGIONAL RESPONSE TEAM

of the National Oil and Hazardous Substances Contingency Plan

Environmental Protection Agency

United States Coast Guard

Department of Agriculture

Department of Commerce

Department of Defense

Department of Energy

Department of Health and Human Services

Department of the Interior

Department of Labor Labor

Department of Transportation

Federal Emergency Management Agency

General Services Administration

Three Affiliated Tribes

Nuclear Regulatory Commission

State of Colorado

State of Montana

State of North Dakota

State of South Dakota

State of Utah

State of Wyoming

IN SITU BURN CHECKLIST

The Region 8 Regional Response Team (RRT) has developed this checklist to assist Federal On-Scene Coordinators (FOSC) in complying with the National Oil and Hazardous Substances Contingency Plan (NCP) for site specific in situ burns of petroleum products that are affecting or threatening to affect waters of the United States. The checklist should be completed and submitted with the FOSC=s approval to the Region 8 RRT for consideration. If site situations are such that it is not feasible to submit the form prior to a burn, then the FOSC should use this checklist as guidance for decision making. The EPA representative, the Department of the Interior=s representative, and the State representative to the RRT will give immediate consideration to the proposal. If the incident is affecting United States Department of Agriculture lands, that agency will also be consulted. The information on the following pages is required.

REPORT OIL AND CHEMICAL SPILLS TOLL-FREE - (800) 424-8802

DATE OF REQUEST:

NAME OF INCIDENT:

DATE/TIME OF INCIDENT:

NAME OF PRODUCT:
(Specific gravity, API or MSDS attached if available)

DESCRIPTION OF INCIDENT:

VOLUME SPILLED:

VOLUME TO BE BURNED:

OIL THICKNESS TO BE BURNED:

DESCRIPTION AND SIZE OF AREA TO BE BURNED AND WEATHER CONDITIONS
(include location of proposed burn with respect to spill source, an attached map of the area in question would be helpful):

WETLAND TYPE AND DOMINANT PLANT SPECIES:

HEALTH AND SAFETY CONCERNS (include population in area, nearby sensitive areas such as schools, nursing homes and hospitals and expected impacts of the burn on them):

ENVIRONMENTAL CONCERNS (include water depth if wetland, presence of migratory waterfowl or threatened or endangered animal and plant species, other wildlife or important flora, other sensitive areas such as parks and expected impacts of the burn on them):

ADDITIONAL CONCERNS (such as cross border issues and also include strategy for communicating with the public, elected officials and press if necessary):

STATE/LOCAL AIR QUALITY APPROVAL (name, title and number):

LAND OWNER NOTIFIED (name and number):

LOCAL LAW ENFORCEMENT/FIRE DEPARTMENT NOTIFIED (name and number):

OTHER NOTIFICATIONS AND/OR REVIEWS (include DOI, USFS and tribal contacts and RRT concurrences and consultations):

SITE SAFETY PLAN COMPLETED: YES___ NO___

DESCRIPTION OF OPERATIONS (include fire management information, burning agent, schedule (including date and time), and monitoring as well as Post Burn Operations including a post monitoring plan and the method to recover residue):

_____

_____

_____

_____

_____

_____

_____

_____

SIGNATURES:

FEDERAL ON-SCENE COORDINATOR: _____
Printed Name

_____
Signature

RESPONSIBLE PARTY: _____
Printed Name

_____
Signature

STATE RRT REPRESENTATIVE: _____
Printed Name

_____
Signature

OTHER: _____
Printed Name

_____
Signature

DISPERSANT USE **APPROVALS IN THE UNITED STATES**

SpillPrevention.org

Things You **Should Know**



All dispersant products used in the US must be listed on the US EPA National Oil and Hazardous Substances Pollution Contingency Plan (NCP) Schedule.

Approved dispersants must meet minimum effectiveness requirements and the manufacturer must report toxicity test results.

The US Regional Response Teams (RRT) may preauthorize the use of dispersants in the waters of their region. Most of the RRTs have established pre-authorized zones for dispersant use.

During an incident, the Federal On-Scene Coordinator (FOSC) has the authority to approve dispersant use. This will often be considered in consultation with an Incident-specific RRT, made up of federal, state and local trustees.

Effectiveness monitoring is required during dispersant operations.

Dispersants are approved as a response option in many countries around the world.

Overview

Dispersants are products used in oil spill response to enhance natural microbial degradation, a naturally occurring process where microorganisms remove oil from the environment. All environments contain naturally occurring microbes that feed on and break down crude oil. Dispersants aid the microbial degradation by forming tiny oil droplets, typically less than the size of a period on this page (<100 microns), making them more available for microbial degradation. Wind, current, wave action, or other forms of turbulence help both this process and the rapid dilution of the dispersed oil. The increased surface area of these tiny oil droplets in relation to their volume makes the oil much easier for the petroleum-degrading microorganisms to consume.

Dispersants can be used under a wide variety of conditions since they are generally not subject to the same operational and sea state limitations as the other two main response tools — mechanical recovery and burning in place (also known as in-situ burning). While mechanical recovery may be the best option for small, near-shore spills, which are by far the majority, it has only recovered a small fraction of large offshore spills in the past and requires calm sea state conditions that are not needed for dispersant application. When used appropriately, dispersants have low environmental and human health risk and contain ingredients that are used safely in a variety of consumer products, such as skin creams, cosmetics, and mouthwash (Fingas, et al., 1991; 1995).

This fact sheet summarizes the process and decision-making required for dispersant use approval in United States waters. It is intended to provide a clearer understanding of dispersants, how their use is authorized, and their consideration in a decision-making process based on a Net Environmental Benefit Analysis (NEBA). For more information on NEBA, see **Fact Sheet #6 — Assessing Dispersant Use Trade Offs**.

Fact Sheet Series

- Introduction to Dispersants
- Dispersants — Human Health and Safety
- Fate of Oil and Weathering
- Toxicity and Dispersants
- **Dispersant Use Approvals in the United States**
- Assessing Dispersant Use Trade-offs
- Aerial and Vessel Dispersant Operations
- Subsea and Point Source Dispersant Operations
- Dispersants Use and Regulation Timeline
- Dispersant Use in the Arctic Environment

Introduction

When an oil spill occurs, some adverse impacts are inevitable because the environment has been exposed to the spilled oil, even if it is only at the microscopic level. One primary goal of a spill response is to lessen any anticipated impacts using knowledge gathered from years of experience and research. For each spill, the available response options must be rapidly evaluated using a Net Environmental Benefit Analysis approach to determine which option or set of options, given incident-specific conditions, will result in the best outcome for the environment and which countermeasures will help minimize any adverse effects. In general, the pre-designated lead federal official, known as the Federal On-scene Coordinator (FOSC), relies on the results of the incident specific NEBA that will be performed by the responsible party in conjunction with scientific advisors, in order to determine whether dispersant use is appropriate.

The main categories of response options available for use in a spill include: 1) on-water mechanical containment, recovery and removal using booms, skimmers, etc.; 2) application of dispersants; 3) controlled (in situ) burning of floating slicks; 4) monitoring a slick for possible future action.

The objective of NEBA is to determine which option or combination of options should be used to remove/recover the spilled oil in order to mitigate the spilled oil's overall, or net, impact on resources and the environment. Because oil spreads quickly, on-scene conditions (wind and water currents) will determine the movement of the oil for large on-water spills. The response options used must be considered in relation to area-specific resources at risk, e.g., biological resources, environmentally-sensitive habitats, and human-use areas such as tourist beaches and marinas. Time-critical choices must be made about which option or options can be implemented immediately and effectively to manage potential impacts.

The collective worldwide spill response experience over the last 40 years has demonstrated that mechanical recovery alone is generally not able to recover a majority of spilled oil especially in large offshore spills. According to the US Office of Technology Assessment and by actual experience during a spill, mechanical methods typically recover no more than 10-15 percent of the oil after a major spill in open water (OTA, 1990). In more contained areas, e.g., a marina, a higher level of recovery may be achieved especially in calm conditions.

Because the majority of the spilled oil offshore likely cannot be recovered before spreading over a much larger area, decisions need to be made about how to best manage floating oil using a combination of response options for the incident-specific conditions. A key goal of a spill response is to prevent an oil slick from coming ashore. A decision to use dispersants involves evaluating the potential trade-offs: decreasing the expected risks to wildlife on the water surface and shoreline habitats while increasing the potential risk to organisms in the water column. Sometimes the use of dispersants is the only viable response option.

Regulatory Facts

The National Oil and Hazardous Substance Pollution Contingency Plan (NCP)

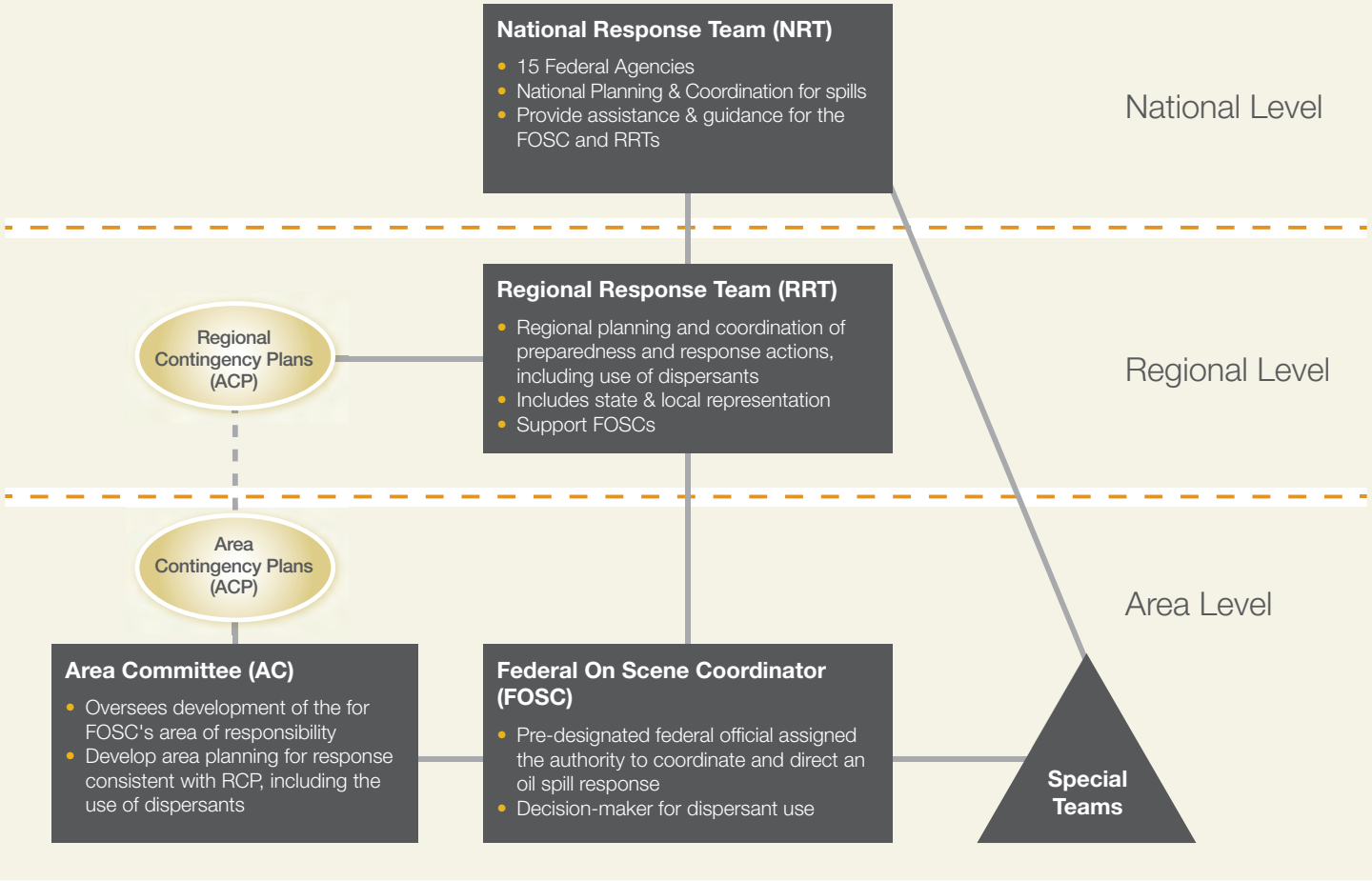
The National Oil and Hazardous Substance Pollution Contingency Plan (NCP) provides the "playbook" for oil spill response in the U.S. The organizational framework of the U.S. National Response System (NRS), as defined in the NCP is shown in **Figure 1** *(see next page)*.

The National Response System (NRS) is the mechanism for coordinating response actions by all levels of government in support of the Federal On-Scene Coordinator (FOSC) and is divided into national, regional, and area levels. The NRS is composed of the National Response Team (NRT), Regional Response Teams (RRTs), FOSC, Area Committees (AC), Special Teams, and related support entities. The basic framework for the response management structure is a unified command system that brings together the functions of the federal government, the state government, and the responsible party (i.e., the spiller) to achieve an effective and efficient response, where the FOSC retains authority (40 C.F.R. § 300).

Furthermore, the NCP specifies the response actions and responsibilities among the federal, state, and local governments and as well as the requirements for federal, regional, and area contingency plans. One component of these responsibilities is the development, selection, and implementation of response actions for each region including the procedures for the use of dispersants in spill response.

To address the needs for specific regional and area dispersant use policy, each RRT and AC defines their minimum requirements for the use of dispersants for an oil spill response. It should be noted, however, that the FOSC can approve the use of dispersants for safety reasons or in pre-approval areas without the need for concurrence of the RRT. If appropriate, the FOSC may include the use of products, including dispersants, to help limit the spread of the oil and to lessen its impact on the environment and potential resources at risk.

FIGURE 1. The National Response System (NRS) organization as dictated by the NCP.



The NCP Product Schedule

The Clean Water Act (CWA) Section 311(d)(2) and Section 4201(a)(G) of the Oil Pollution Act of 1990 requires that the President maintain a schedule of chemical and biological spill response countermeasures, including dispersants, that may be used to respond to oil spills to ensure that the products are used effectively and appropriately; the President has delegated this authority to the U.S. EPA.

Approval to use dispersants on an incident begins with the authorities laid out by the NCP. Subpart J (Use of Dispersants and Other Chemicals; 40 C.F.R. § 300.910) of the NCP is the U.S. EPA's Product Schedule for these regulated chemical and biological countermeasures (EPA online, 2011a). The Product Schedule is EPA's listing of the chemical and biological agents that have submitted the required information and, once listed, may be considered for approval by the FOSC for use during an incident.

Dispersants and other response countermeasures are required to be on this schedule if they are to be considered for use during a response. For a dispersant or other chemical to be listed on the Product Schedule, the manufacturer must submit specific test results and supporting technical data on their product to the U.S. EPA as defined in 40 C.F.R. C.F.R. § 300.915. For chemical dispersants, the listing requirements include tests for effectiveness and toxicity.

To be listed as a dispersant, the product must demonstrate a minimum effectiveness value as measured by a standard dispersant effectiveness test using defined test oils. Specific toxicity testing data, physical properties and other information about the product must also be submitted. In the wake of the response to the Macondo Well release the EPA now publishes the Toxicity and Effectiveness Data Summaries for all product categories on the Product Schedule, which facilitates comparisons and evaluations of products and categories.



NOTE: Inclusion on the Product Schedule does NOT indicate a recommendation or endorsement of any listed product by the EPA or other federal agencies; it only means that the manufacturer has submitted the required information for inclusion on the schedule and it may be used during a response.

Authorizations for Dispersant Use in the U.S.

The following sections outline the various responsibilities imposed on various agencies and organizations by the regulatory changes in U.S. policy.

The Oil Pollution Act (OPA 90)

The Oil Pollution Act (OPA 90) was signed into law in August 1990 and improved the nation's ability to prevent and respond to oil spills by establishing provisions that expanded the federal government's ability, and provided the money and resources necessary to respond to oil spills. In addition, OPA 90 provided new requirements for contingency planning both by government and industry.

The NCP was expanded in a three-tiered approach: 1) the federal government is required to direct all public and private response efforts for certain types of spill events; 2) Area Committees, composed of federal, state, and local government officials, must develop detailed, location-specific Area Contingency Plans (ACP); and 3) owners or operators of vessels, pipelines, and facilities that transport, handle, or store oil in certain quantities must prepare their own Response Plans.

As a means to address the requirements of OPA 90, a three-fold strategy was used nationally (with some location-specific modifications) to determine the regional and area planning and preparedness requirements for the use of dispersants in U.S. waters. This included:

Pre-spill Planning

Pre-spill planning, including evaluating the potential use of products listed on the NCP Product Schedule, was delegated to the RRT and AC decision-making bodies under the direction of OPA 90. The RRTs were charged with developing pre-authorization plans (also called pre-approval agreements) in advance of an incident to identify the following areas:

- **Pre-authorized zones** — areas where dispersants can be authorized by the FOSC without RRT concurrence.
- **Case-by-case basis zones** — areas where the FOSC must consult with appropriate agencies on the RRT, e.g., EPA, Department of Commerce (DOC)/NOAA, Department of the Interior (DOI), and states, to determine whether dispersant use is appropriate.
- **Exclusion zones** — areas where dispersants are not to be used.

Many RRTs have limited dispersant applications in marine waters to water depths greater than 30 feet (10 m) and in most coastal areas there is an additional requirement that the dispersants be used in areas more than 3 nautical miles (5.6 km) from shore which means use in near shore areas and estuaries is generally excluded.

Because these products are used to treat oil spills in open ocean waters, the FOSC is provided by the US Coast Guard (USCG). At this time, there is no dispersant available that is approved for use in United States freshwater environments.

Pre-authorization

Pre-authorization means that if agencies have signed a pre-authorization agreement, and if a spill meets the conditions outlined in the applicable Regional Contingency Plan (RCP), then the FOSC can approve dispersant use within specified zones as soon as he/she believes it will result in greater benefit than if they are not used.

To develop the pre-authorizations for dispersants, the RRT representatives from U.S. EPA and the states with jurisdiction over the state waters for each region, along with U.S. DOC and DOI natural resource trustees, conduct a NEBA review of the risks and benefits associated with chemical dispersant applications. This evaluation also requires an assessment of the likely impacts to threatened and endangered species residing or passing through the areas being considered by the RRT member agencies.

Each RRT will approve or disapprove the pre-authorization agreements which will be incorporated into the RCP and the associated USCG ACPs. Most pre-authorization plans outline zones where, or conditions under which, dispersants may be used. These are generally based on geographic area, distance from the shoreline, water depth, and/or season and may be limited by the presence of specific environmentally sensitive resources (e.g., a marine sanctuary).

The designation of pre-authorization areas, and the discussions that led to their establishment, can be very important steps towards a timely and effective spill response.

NOTE: The pre-authorization status for each region is available from http://www.rrt.nrt.org/ on the RRT regional links. Additional information on regional decision-making relative to dispersant use can be obtained from the USCG Vessel Response Plan Program under "Maps and Photos – Dispersant Usage Map."

Approvals During an Incident — Case-by-Case

If human health or safety is at immediate risk, the FOSC needs no approval for the use of dispersants as a protective measure. Otherwise, when the FOSC determines that the use of dispersants is required and there is no pre-authorization for their use, he/she may only use them with the concurrence of the EPA representative to the RRT and state RRT representatives in consultation with the DOC and DOI natural resource trustees. This group of state and federal agency decision-makers is also known as the Incident-specific RRT.

In most instances where a spill occurs in areas where pre-authorization is not in place, the USCG FOSC requests a decision by the incident-specific RRT within four hours of his/her initial request so that a dispersant decision is rendered in time to execute a dispersant operation and effective application, also known as the "window of opportunity". For more information on this topic refer to **Fact Sheet #3 — Fate of Oil and Weathering**.

After the initial consultation, the incident-specific RRT can agree to endorse the use of dispersants, possibly with specifically-defined use conditions, or they can veto their use.

Exclusion Zones

As stated, many RRTs have established areas within their region where dispersants may not be used. Many of these exclusion zones are located within state waters, typically in areas less than 3 nautical miles (5.6 km) from shore or with water depths shallower than 30 feet (10 m). The primary reason dispersants could be used in these areas is if human health or public safety is at immediate risk from the incident. As mentioned earlier, the FOSC needs no approval for the use of dispersants as a protective safety measure.

International Approvals

Dispersants are considered a primary response option in a number of countries and are approved for use in many countries, including the U.K., South Korea, Australia, Egypt, France, Greece, Indonesia, Italy, Japan, Malaysia, Norway, Singapore, Spain, Thailand, and a number of coastal African, South American, and Middle Eastern countries (ITOPF). The requirements for application are country-specific and must be verified prior to application.

Monitoring Requirements

In the U.S., dispersant approvals include operational monitoring requirements to assist the Unified Command in determining the effectiveness of dispersant application. This can include a definition of when dispersant use should be discontinued, e.g., definition of a threshold which if reached would result in stopping the dispersant operation. Ideally, the decisions to use and discontinue the use of dispersants are made based on objective scientifically-based research and effectiveness testing and involve the components associated with a relevant NEBA. Periodic operational monitoring allows the individuals managing the incident, i.e., the Unified Command (UC) to assess the effectiveness of dispersant use and determine whether their use should be continued.

In the U.S., monitoring of dispersant effectiveness and gathering potential exposure data is performed according to the *Special Monitoring of Applied Response Technologies* (SMART) protocols, a methodology that involves the use of three tiers of monitoring. In order of increased requirements:

- **Tier I** — Visual observations by trained observers,
- **Tier II** — On-water visual observations and fluorescence spectrometry at a single depth to measure oil concentrations under treated slicks; and
- **Tier III** — On-water visual observations, fluorescence spectrometry at multiple depths, and water chemistry sample collection to monitor horizontal and vertical spreading of the dispersed oil.

Updated Regulatory Status

In 2010, during the response to the Macondo Well release in the Gulf of Mexico, large volumes of dispersants were applied to offshore surface oil by aircraft and vessel (National Commission, 2011). Following this use, the RRTs were instructed to review their existing dispersant use policies and update their Regional

Contingency Plans (RCPs) to reflect the knowledge and experienced gained.

This was also the first instance where dispersants were injected into the oil release site where it exited the seafloor. Although this use of dispersants, known as subsea injection, had been previously studied and considered for possible use, this was the first documented successful application of the approach. As a result, subsea injection of dispersants is now considered by the coastal RRTs to be a potential option to mitigate the adverse effects from subsea oil discharges offshore. The National Response Team (NRT) has issued monitoring guidance for subsea use of dispersants. For more information on the subsea application, refer to **Fact Sheet #8 — Subsea and Point Source Dispersant Operations**.

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Alternative Countermeasures For Oil Spills

3

INTRODUCTION

SEVERAL METHODS exist for containing and cleaning up oil spills in aquatic environments. Chapter two describes how mechanical equipment, such as *booms* and *skimmers*, is used to block the spread of oil, concentrate it into one area, and remove it from the water. Chemical and biological treatment of oil can be used in place of mechanical methods, especially in areas where untreated oil may reach shorelines and sensitive habitats where a cleanup becomes difficult and environmentally damaging. This chapter describes some of the chemical and biological methods that are used by response personnel to contain and clean up oil spills in aquatic environments. Alternative treatment typically involves adding chemical or biological agents to spilled oil and also includes in-situ burning.



Helicopters are often used to apply dispersants to large areas.

TYPES OF SUBSTANCES USED

TWO TYPES of substances commonly used in responding to an oil spill are (1) *dispersing agents* and (2) *biological agents*.

Dispersing Agents

Dispersing agents, also called *dispersants*, are chemicals that contain *surfactants*, or compounds that act to break liquid substances such as oil into small droplets. In an oil spill, these droplets disperse into the *water column,* where they are subjected to natural processes—such as wind, waves, and currents—that help to break them down further. This helps to clear oil from the water surface, making it less likely that the oil slick will reach the shoreline.

The effectiveness of a dispersant is determined by the composition of the oil it is being used to treat and the method and rate at which the dispersant is applied. Heavy crude oils do not disperse as well as light- to medium-weight oils. Dispersants are most effective when applied immediately following a spill, before the lightest components in the oil have evaporated.

Environmental factors, including water salinity and temperature, and conditions at sea influence the effectiveness of dispersants. Studies have shown that many dispersants work best at salinity levels close to that of normal seawater. While dispersants can work in cold water, they work best in warm water.

Some countries rely almost exclusively on dispersants to combat oil spills because frequently rough or choppy conditions at sea make mechanical containment and cleanup difficult. However, dispersants have not been used extensively in the United States because of difficulties with application, disagreement among scientists about their effectiveness, and concerns about the toxicity of the dispersed mixtures. Dispersants used today are much less toxic than those used in the past, but few long-term environmental effects tests have been conducted after a dispersant application. The EPA encourages the monitoring of areas that may see increased dispersant use.

These problems are being overcome, however. New technologies that improve the application of dispersants are being designed. The effectiveness of dispersants is being tested in laboratories and in actual spill situations, and the information collected is being used to help design more effective dispersants. In addition, the EPA maintains an authorized list of chemical and biological agents for use on oil spills.

Biological Agents

Biological agents are nutrients, enzymes, or *microorganisms* that increase the rate at which natural *biodegradation* occurs. Biodegradation is a process by which microorganisms such as bacteria, fungi, and yeasts break down complex compounds into simpler products to obtain energy and nutrients.

Biodegradation of oil is a natural process that slowly—over the course of weeks, months, or years—removes oil from the environment. However, rapid removal of spilled oil from shorelines and wetlands may be necessary in order to minimize potential environmental damage to these sensitive habitats.

Bioremediation technologies can help biodegradation processes work faster. Bioremediation refers to the act of adding materials to the environment, such as fertilizers or microorganisms, that will increase the rate at which natural biodegradation occurs. Furthermore, bioremediation is often used after all mechanical oil recovery methods have been used. Two bioremediation approaches have been used in the United States for oil spill cleanups—*biostimulation* and *bioaugmentation*.

Biostimulation is the method of adding nutrients such as phosphorus and nitrogen to a contaminated environment to stimulate the growth of the microorganisms that break down oil. Limited supplies of these necessary nutrients usually control the growth of native microorganism populations. When nutrients are added, the native microorganism population can grow rapidly, potentially increasing the rate of biodegradation.

Bioaugmentation is the addition of microorganisms to the existing native oil-degrading population. Sometimes species of bacteria that do not naturally exist in an area will be added to the native population. As with nutrient addition, the purpose of *seeding* is to increase the population of microorganisms that can biodegrade the spilled oil. This process is seldom needed, however, because *hydrocarbon*-degrading bacterial exist almost everywhere and non-indigenous species are often unable to compete successfully with native microorganisms.

During the *Exxon Valdez* oil spill cleanup and restoration activities, the Alaska Regional Response Team authorized the use of bioremediation products, including biostimulation and bioaugmentation. Nutrient addition use was approved for approximately 100 miles of the Prince William Sound shoreline. Data collected through a monitoring protocol required by the State of Alaska indicated that nutrient addition accelerated the natural degradation of oil with no observed eutrophication or toxicity.

Proof of the effectiveness of bioremediation as an oil spill cleanup technology was developed on the shoreline of Delaware Bay in 1994. This EPA-funded study, which involved an intentional release of light crude oil onto small plots, demonstrated a several-fold increase in biodegradation rate due to the addition of fertilizer compared to the unfertilized control plots. Bioaugmentation or seeding with native microorganisms did not result in faster biodegradation.

IN-SITU BURNING

IN-SITU BURNING of oil involves the ignition and controlled combustion of oil. It can be used when oil is spilled on a water body or on land. The National Oil and Hazardous Substances Contingency Plan authorizes in-situ burning as a cleanup method but requires approval from the regional response team (RRT) before it can be used. RRT can provide approval through pre-authorization plans and agreements among the federal and state agencies. In-situ burning is typically used in conjunction with mechanical recovery on open water. Fire resistant booms are often used to collect and concentrate the oil into a slick that is thick enough to burn.

Many factors influence the decision to use in-situ burning on inland or coastal waters. Elements affecting the use of burning include water temperature, wind direction and speed, wave amplitude, slick thickness, oil type, and the amount of oil *weathering* and *emulsification* that have occurred. Weathering is a measure of the amount of oil already having escaped to the atmosphere through *evaporation*. Emulsification is the process of oil mixing with water. Oil layer thickness, weathering, and emulsification are usually dependent upon the time period between the actual spill and the start of burn operations. For many spills, there is only a short "window of opportunity" during which in-situ burning is a viable option.

General guidelines for the use of in-situ burning on a water body are as follows:

- Wind speeds of less than 23 mph,
- Waves less than 3 feet in height,
- Minimum slick thickness of 2-3 mm, depending upon oil type,
- Less than 30 percent evaporative loss, and
- Emulsification of less than 25 percent water content.

The major issues for in-situ burning of inland spills are proximity to human populations (burning must take place at least three miles away from population at risk), soil

type, water level, erosion potential, vegetation species and condition, and wildlife species presence. Burning may actually allow oil to penetrate further into some soils and shoreline sediments.

Because it releases pollutants into the air, in-situ burning requires careful air quality monitoring. Devices are pre-deployed near populations to measure particulate levels. If air quality standards are exceeded, the burn will be terminated.

Because in-situ burning uses intense heat sources, it poses additional danger to response personnel. Igniting an oil slick requires a device that can deliver an intense heat source to the oil.

Vessel-deployed ignition devices are soaked with a volatile compound, lit, and allowed to drift into an oil slick. During the *Exxon Valdez* cleanup effort, plastic bags filled with gelled gasoline were ignited and placed in the path of oil being towed in a containment fire-boom. Hand-held ignition systems can be thrown into oil slicks but require personnel to be in close proximity to the burning oil. A recently developed ignition device called the "Helitorch," delivers a falling stream of burning fuel from a helicopter, allowing personnel to maintain a safer distance from the burning slick and distribute ignition sources over a wider area.

Although it can be effective in some situations, in-situ burning is rarely used on marine spills because of widespread concern over atmospheric emissions and uncertainty about its impacts on human and environmental health. However, burning of inland spills is frequently used in a number of states. All burns produce significant amounts of particulate matter, dependent on the type of oil being burned. Burning oil delivers polycyclic aromatic hydrocarbons, volatile organic compounds, carbon dioxide, and carbon monoxide into the air in addition to other compounds at lower levels. In addition, when circumstances make it more difficult to ignite the oil, an *accelerant* such as gasoline may need to be added, possibly increasing the toxicity of the volatilizing particles. Lack of data regarding the environmental and human health effects of burning has also discouraged its use.

In-situ burning will be used more often as federal response agencies learn from its behavior and effects. As in the case of the *New Carissa*, a Japanese freighter that ran aground at the entrance to Coos Bay in Oregon on February 4, 1999, the conditions were favorable for burning. The ship was carrying approximately 360,000 gallons of bunker fuel. Early assessment of the vessel revealed that it was leaking fuel. In order to reduce the potential for oil to spill from the vessel during impending storms, responders ignited the grounded ship with incendiary devices in an attempt to burn the fuel in the cargo holds.

Despite its drawbacks, in-situ burning may be an efficient cleanup method under certain conditions where there are few negative effects on humans or the environment. These conditions include remote areas, areas with herbaceous or dormant vegetation, and water or land covered with snow or ice. In these circumstances, burning can quickly prevent the movement of oil to additional areas, eliminate the generation of oily wastes, provide a cleanup means for affected areas with limited access for mechanical or physical removal methods, or provide an additional level of cleanup when other methods become ineffective. When oil is spilled into water containing a layer or chunks of ice, burning can often remove much more oil than conventional means. Burning can also help to eliminate some volatile compounds that might otherwise evaporate off a slick.



In-situ burning can remove oil quickly.

Photo courtesy of MMS

Although limited, research and development for in-situ burning in the areas of training, fire-resistant booms, and ignition systems have increased in recent years. Investigation into inland environments and vegetative species that are more tolerant of burns is also yielding results which can aid responders. As data regarding the effects of burning oil on the environment and human population increase, consideration and use of in-situ burning may become more frequent when spills occur.

SUMMARY

CHEMICAL AND BIOLOGICAL methods can be used in conjunction with mechanical means for containing and cleaning up oil spills. Dispersants are most useful in helping to keep oil from reaching shorelines and other sensitive habitats. Biological agents have the potential to assist recovery in sensitive areas such as shorelines, marshes, and wetlands. In-situ burning has shown the potential to be an effective cleanup method under certain circumstances. Research into these technologies continues in the hope that future oil spills can be contained and cleaned up more efficiently and effectively.

Section 4 Response Activities

4.1 Initial Spill Response (Prior to QI or OSRO Arrival)

Once an oil spill is observed, notification procedures as outlined in this manual in Notification Procedures are conducted. Part of this procedure includes notification of the QI who will in turn notify the Targa Emergency Response Team, as appropriate to the situation. Prior to arrival of the QI or other outside response resources, response personnel will conduct initial spill response activities. These activities vary depending on the response zone and are described below:

The QI oversees the primary notification process to enact the incident command system. The QI is also responsible for deploying OSROs. The QI will initially mobilize the Targa and contract earth moving equipment. Other initial response activities for the QI may include:

- Dispatch emergency medical personnel if injuries are involved.
- Notify pipeline operations personnel to make certain pumping stations are down and to close mainline block valves surrounding the site of the emergency.
- Notify pipeline operations personnel to respond to the scene of the emergency to perform an on site inspection.
- Dispatch Fire Department if required.
- Notify Sheriff's department if the emergency is near a public highway or facility.
- The type of emergency and its location will determine the response procedure used.

Additional assistance can be requested from the OSRO listed in Table 17. Equipment is available for oil spill response through the designated OSRO. Equipment lists for the OSROs are inserted following this page.



RESPONSE EQUIPMENT LISTING
MAY 2013

Emergency Response Phone Number
(800) 4-GARNER
(800) 424-1716

DEER PARK OFFICE
1717 West 13th Street, Deer Park, Texas 77536
Office/Phone: (281) 930-1200/ (800) 424-1716 Fax: (281) 478-0296

LA MARQUE OFFICE
3197 Main Street, La Marque, Texas 77568
Office/Phone: (409) 935-0308/ (800) 935-0308 Fax: (409) 935-0678

PORT ARTHUR OFFICE
5048 Houston Avenue, Port Arthur, Texas 77640
Office/Phone: (409) 983-5646/ (800) 983-7634 Fax: (409) 983-5851

NORTH DAKOTA OFFICE
14047 Country Lane, Williston, North Dakota 58801
Office/Phone: (701) 577-1200/ (855) 774-1200 Fax: (701) 577-1202

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Response Equipment Listing
May 2013

BOOM TYPE CODE		END CONNECTOR CODE	
F	Fence	**ASTM**	ASTM Std (D962-86)
FR	Fire	**BOLT**	Bolt Connector
PI	Inflatable (Press)	**HP**	Hinge & Pin
SI	Inflatable (Self)	**Z**	Quick-Connect Z
MR	Marsh (Upper air chamber w/ lower water chamber)	**RC**	Raised Channel
R	Round	**SNAV**	Slide (US Navy)
SB	Weir Boom	**SLOT**	Slotted Tube
OT	Other	**US1**	Universal Slide Type 1

BOOM EQUIPMENT

Name of Manufacturer	Model Number	Boom Type Code	Invent Length (feet)	Skirt Size (in.)	Float Size (in.)	End Connector Type Code	Time to Deploy	Storage Location	Owner
Acme Products Co.	OK CORRAL	R	17,600	12	6	Z	6	Deer Park	Garner
Acme Products Co.	OK CORRAL	R	10,900	12	6	Z	6	La Marque, TX	Garner
Acme Products Co.	OK CORRAL	R	22,300	12	6	Z	2.5	Port Arthur, TX	Garner
Acme Products Co.	SUPER-MINI	R	100	4	2.5	BOLT	0.5	Port Arthur, TX	Garner
Acme Products Co.	OK CORRAL	R	1700	12	6	z	6	Williston, ND	Garner

Garner Environmental Services, Inc.
Response Equipment Listing
May 2013

COMMUNICATIONS TYPE CODES			
AF	Aviation Frequency	**MF**	Marine Frequency
CP	Cellular Phone	**PAG**	Pager
COM	Command Post	**PHH**	Portable Hand Held
MOD	Computer w/modem	**SSB**	Single Side Band
FAX	Facsimile	**TP**	Telephone
FBS	Fixed Base Station	**OT**	Other

COMMUNICATIONS EQUIPMENT

Name of Manufacturer	Model Number	Communication Type	No. of Units	Frequency	Band	Range (miles)	Field Tunable		Storage Location	Owner
							YES	NO		
40' Garner Command Post	53' Box Van	COM,MO,FAX, MF,CP	1					x	Deer Park, TX	Garner
28' GPS Tracker Trailer	28' GPS Tracker	COM,MOD,TP,OT,CP	1				x		Deer Park, TX	Garner
DISASTER SATELLITE COMM UNITS	MVS750 VOICE AND DATA	MOD,TP, OT	5				x		Deer Park, TX	Garner
26' Communications Trailer	MCC1	COM, MOD,FAX,MF,CP	1	931.462			x		Williston, ND	Garner

Garner Environmental Services, Inc.
Response Equipment Listing
May 2013

RESPONSE VEHICLES						
Name of Manufacturer	**Response Vehicle**	**Number of Units**	**Field Tunable**		**Storage Location**	**Owner**
			YES	**NO**		
Great Dane	53’ Box Van 18” Hard Boom	1		x	Deer Park, TX	Garner
Ford/Chevy	Pick-up Truck, 1 ton	16		x	Deer Park, TX	Garner
Sooner	Emergency Response Trailer, 32'	3		x	Deer Park, TX	Garner
Trailer Man	Boom Trailer, 20' Gooseneck	5		x	Deer Park, TX	Garner
Ford/Chevy	Pick-up Truck, 1 ton	11		x	La Marque, TX	Garner
Sooner	Emergency Response Trailer, 32'	1		x	La Marque, TX	Garner
Iron Horse	Boom Trailer, 20 Gooseneck	6		x	La Marque, TX	Garner
Cargo Craft	Spill Trailer, 16' Lo-Boy	1		x	La Marque, TX	Garner
Top Hat	Haz-Mat Spill Trailer, 20’	1		x	La Marque, TX	Garner
Wabash	48’ Box Vans, Sorbent Boom Trailers	2		x	Port Arthur, TX	Garner
Ford/Chevy	Pick-up Truck, 1 ton	8		x	Port Arthur, TX	Garner
Sooner	Emergency Response Trailer, 32''	1		x	Port Arthur, TX	Garner
Top Hat	Trailer, Spill Response, 16' Lo-Boy	1		x	Port Arthur, TX	Garner
Trailer Man	Boom Trailer, Gooseneck, 20’	2		x	Port Arthur, TX	Garner
Gemini Cargo	Trailer, Haz-Mat, 19'	1		x	Port Arthur, TX	Garner
Top Hat	Spill Trailer, 20' Lo-Boy	1		x	Port Arthur, TX	Garner
Great Dane	53’ Box Van 18”, Hard Boom	2		x	Port Arthur, TX	Garner
Continental	Enclosed Pressure Washer	1		x	Williston, ND	Garner
Ford	Pick- up Truck, 1 ton 4x4	5		x	Williston, ND	Garner
Cargo Craft	Response Trailers	2		x	Williston, ND	Garner
Kenworth	Roll Off Truck Bobtail	1		x	Williston, ND	Garner

Garner Environmental Services, Inc.
Response Equipment Listing
May 2013

BOOM EQUIPMENT					
Name of Manufacturer	**Model Number**	**Equipment Type**	**Quantity**	**Storage Location**	**Owner**
Norfloat	A2	Buoy, Anchor Marker, Inflatable, 18” dia.	13	Deer Park, TX	Garner
Polycord	600 x ¼	Rope, Polypropylene, ¼" x 600'	3	Deer Park, TX	Garner
Polycord	600 x ½	Rope, Polypropylene, ½" x 600'	5	Deer Park, TX	Garner
Polycord	600 x 3/8	Rope, Polypropylene, 3/8" x 600'	1	Deer Park, TX	Garner
U.S. Anchor Mfg., Inc.	22#	Anchor, Galvanized Steel, 22 lb., Danforth Style	0	Deer Park, TX	Garner
U.S. Anchor Mfg., Inc.	40#	Anchor, Galvanized Steel, 40 lb., Danforth Style	0	Deer Park, TX	Garner
U.S. Anchor Mfg., Inc.	75#	Anchor, Galvanized Steel, 75 lb., Danforth Style	4	Deer Park, TX	Garner
U.S Anchor Mfg. Inc.	100#	Anchor, Galvanized Steel, 100 Lb. Danforth Style	13	Deer Park, TX	Garner
Norfloat	A2	Buoy, Anchor Marker, Inflatable, 18” dia.	20	Deer Park, TX	Garner
Polycord	600 x ¼	Rope Polypropylene, ¼” x 600’	3	Deer Park, TX	Garner
Polycord	600 x ½	Rope Polypropylene, ½ “ x 600’	1	Deer Park, TX	Garner
U.S. Anchor Mfg., Inc.	22 #	Anchor, Galvanized Steel, 18 lb., Danforth Style	0	Deer Park, TX	Garner
U.S. Anchor Mfg., Inc.	40 #	Anchor, Galvanized Steel, 22 lb., Danforth Style	0	Deer Park, TX	Garner
U.S. Anchor Mfg. Inc.	100 #	Anchor, Galvanized Steel, 100 #, Danforth Style	13	Deer Park, TX	Garner
Nor float	A2	Buoy, Anchor Marker, Inflatable, 18” dia.	2	La Marque, TX	Garner
Polycord	600 x ¼	Rope Polypropylene, ¼” x 600’	5	La Marque, TX	Garner
Polycord	600 x ½	Rope Polypropylene, ½ “ x 600’	5	La Marque, TX	Garner
U.S. Anchor Mfg., Inc.	22#	Anchor, Galvanized Steel, 22 lb., Danforth Style	8	La Marque, TX	Garner
U.S. Anchor Mfg., Inc.	40#	Anchor, Galvanized Steel, 40 lb., Danforth Style	5	La Marque, TX	Garner
Norfloat	A2	Buoy, Anchor Marker, Inflatable, 18” dia.	8	Port Arthur, TX	Garner
Polycord	600 x ¼	Rope Polypropylene ¼ “ x 600 ‘	5	Port Arthur, TX	Garner
Polycord	600 x ½	Rope Polypropylene ½ “ x 600’	5	Port Arthur, TX	Garner
U.S. Anchor Mfg., Inc.	22 #	Anchor, Galvanized Steel, 22 lb., Danforth Style	12	Port Arthur, TX	Garner
U.S. Anchor Mfg., Inc.	75#	Anchor, Galvanized Steel, 75 lb., Danforth Style	6	Port Arthur, TX	Garner
Norfloat	A2	Buoy, Anchor Marker, Inflatable, 18” Dia	8	Williston, ND	Garner
Polycord	600x ¼	Rope Polypropylene ¼” x 600’	6	Williston, ND	Garner
Polycord	600 x ½	Rope Polypropylene ½ x 600’	6	Williston, ND	Garner
U.S. Anchor Mfg., Inc.	22#	Anchor, Galvanized Steel, 22 lb., Danforth Style	12	Williston, ND	Garner
U.S. Anchor Mfg., Inc.	75#	Anchor, Galvanized Steel, 75 lb., Danforth Style	6	Williston, ND	Garner

Garner Environmental Services, Inc.
Response Equipment Listing
May 2013

AIR MONITORING EQUIPMENT				
Name of Manufacturer	**Miscellaneous Equipment**	**Number of Units**	**Storage Location**	**Owner**
Rae Systems	Mini RAE 2000	1	Deer Park, TX	Garner
Arizona Instruments	Jerome X431	3	Deer Park, TX	Garner
Ludlum	Model # 3	4	Deer Park, TX	Garner
BW	Gas Alert Micro 5 PID	2	Deer Park, TX	Garner
BW	4 Gas	6	Deer Park, TX	Garner
BW	Gas Alert Micro 5	4	Deer Park, TX	Garner
Ludlum	2241-2 Radiation Monitor	1	Deer Park, TX	Garner
Sper Scientific	PH Meter	1	Deer Park, TX	Garner
Dexsil	PetroFlag Hydrocarbon Test Kit	1	Deer Park, TX	Garner
Chlorine	AC/ Kit	1	Deer Park, TX	Garner
BW	Micro 5	7	La Marque, TX	Garner
Rae	Ultra	5	La Marque, TX	Garner
BW	Gas Alert Micro 5 PID	1	Williston, ND	Garner

Garner Environmental Services, Inc.
Response Equipment Listing
May 2013

SPECIALTY EQUIPMENT				
Name of Manufacturer		**Number of Units**	**Storage Location**	**Owner**
	25 cy Vac Box, Standby Rescue & Confine Space Training Prop	1	Deer Park, TX	Garner
Scott	Self Contained Breathing Apparatus(SCBA) with 12 extra bottles / Scott	12	Deer Park, TX	Garner
	Bezt Valve / Off Loading Valve	2	Deer Park, TX	Garner
	Chorine Emergency Kit A	1	Deer Park, TX	Garner
	Chorine Emergency Kit B	1	Deer Park, TX	Garner
	Chorine Emergency Kit C	1	Deer Park, TX	Garner
	Vacuum Cleaner / Stainless Steel, Mercury, HEPA	3	Deer Park, TX	Garner
	Cameras / Digital	10	Deer Park, TX	Garner
	Confine Space Rescue Kits	2	Deer Park, TX	Garner
	Coppus Blowers	2	Deer Park, TX	Garner
	Air Compressors 11.8 cfm 90 psi	6	Deer Park, TX	Garner
	Drum Crushers / Diesel Power	1	Deer Park, TX	Garner
	Drum Crabber	5	Deer Park, TX	Garner
	Generators	3	Deer Park, TX	Garner
	Fan, Ventilation 48’	3	Deer Park, TX	Garner
	Light Stands	5	Deer Park, TX	Garner
	Chlorine Emergency Kit “C”	1	Deer Park, TX	Garner
	Midland Kit	1	Deer Park, TX	Garner
	Railcar Haz Hammock	1	Deer Park, TX	Garner
	Mercury Vacuum	3	Deer Park, TX	Garner
	Carbon Filter Systems	1	Deer Park, TX	Garner
	Wet & Dry Vacuum with HEPA Filter	1	Deer Park, TX	Garner
	100 Watt Explosion Proof Light Sets	2	Deer Park, TX	Garner
	Drum Dolly	4	Deer Park, TX	Garner
	3/4 “ Core Sampler	1	Deer Park, TX	Garner
	Soil Sampler (boring) Kit	1	Deer Park, TX	Garner
	Self Contained Breathing Apparatus (SCBA)	9	Deer Park, TX	Garner
	Generators (Portable and Light Plants)	2	Deer Park, TX	Garner

Garner Environmental Services, Inc.
Response Equipment Listing
May 2013

SPECIALTY EQUIPMENT (continued)				
Name of Manufacturer		**Number of Units**	**Storage Location**	**Owner**
	Weed Eaters	2	Deer Park, TX	Garner
	Air Compressors (Portable)	8	Deer Park, TX	Garner
	Light Stand (Portable	10	Deer Park, TX	Garner
	Coppus Blower	1	Deer Park, TX	Garner
	Chain Saw	3	Deer Park, TX	Garner
	Tank Truck Emergency Transfer Valve	1	Deer Park, TX	Garner
	Air Horn, 6”	1	Deer Park, TX	Garner
	Fan Ventilation, 48”	1	Deer Park, TX	Garner
	Digital Cameras	6	Deer Park, TX	Garner
Bobcat	S-175 Rubber tire Front Loader	1	Deer Park, TX	Garner
DRASH	XB-4 & XB-5 Tents w HVAC and Generator	1	Deer Park, TX	Garner
Cargo	Enclosed Trailer (Crime Scene Clean up)	1	Deer Park, TX	Garner
55 Gallon Steel Drum	GES-OTSD55	15	La Marque, TX	Garner
55 Gallon Polly Drum	GES-PDOH55	15	La Marque, TX	Garner
	Air Compressors (Portable)	4	La Marque, TX	Garner
	HEPA Vacuums	0	La Marque, TX	Garner
	Cameras / Digital	1	La Marque, TX	Garner
	Generators	0	La Marque, TX	Garner
	Flat Bed Scrubber Unit	1	La Marque, TX	Garner
Scott	Self-Contained Breathing Apparatus(SCBA) with 1 extra bottle / Scott	2	La Marque, TX	Garner
Mitsubishi	Forklift	1	La Marque, TX	Garner
	Scare Guns	3	Port Arthur, TX	Garner
	Self Contain Breathing Apparatus (SCBA)	10	Port Arthur, TX	Garner
	Cameras / Digital	1	Port Arthur, TX	Garner
	Coppus Blowers	1	Port Arthur, TX	Garner
	Air Compressors	3	Port Arthur, TX	Garner
	Scare Guns	4	Port Arthur, TX	Garner
	Weed Eaters	1	Port Arthur, TX	Garner
Volvo BL-70 4x4	Rubber tire Backhoe	1	Williston, ND	Garner
Bobcat	T-300 Rubber Track Front Loader	1	Williston, ND	Garner
Waste Equip.	20 yd Roll Off Boxes	6	Williston, ND	Garner

Garner Environmental Services, Inc.
Response Equipment Listing
May 2013

A	Auger/Screw	**D**	Diesel
C	Fire	**E**	Electric
P	Parastolic	**G**	Gasoline
R	Reciprocating	**H**	Hydraulic
I	Rotary/Flexible impeller	**P**	Pneumatic
OT	Other	**OT**	Other

PUMP EQUIPMENT

Name of Manufacturer	Model Number	Pump Type Code	Drive Type Code	Suction/ Discharge Size (inches)	Mfg. Pump Rate (gpm)	Quantity	Storage Location	Owner
Aro/Ingersoll Rand	KO176-44		P	1	120	2	Deer Park, TX	Garner
Honda	WXT-20	G	I	2	180	15	Deer Park, TX	Garner
Yanmar	LD-40/2	D	I	2	180	2	Deer Park, TX	Garner
Honda	WXT-30	G	I	3	275	1	Deer Park, TX	Garner
Wilden	Model M	P	P	3	240	5	Deer Park, TX	Garner
Versa-Matic		OT	P	2	140	1	Deer Park, TX	Garner
Versa-Matic		OT	P	1.5	140	1	Deer Park, TX	Garner
Honda	EPT2	G	I	3	275	1	Deer Park, TX	Garner
Wisconsin/Multi Quip		D	I	3	185	1	Deer Park, TX	Garner
Yamada	POLY	P	P	3	200	1	Deer Park, TX	Garner
Various		D	I	2	200	5	Deer Park, TX	Garner
Various		G	I	2	190	2	Deer Park, TX	Garner
Versamatic	STAINLESS	P	P	2	140	2	Deer Park, TX	Garner
Honda	WXT-20	G	I	2	180	2	La Marque, TX	Garner
Yanmar	LD-40/2	D	I	2	180	4	La Marque, TX	Garner
Tsurumi	TAIA32619		i	2	180	1	La Marque, TX	Garner
SP-30 (3 & 6 Inch)	DeWatering Pump	H	OT	3, 6		3	La Marque, TX	Garner
Acme Products Co., Inc.	FS-150A	G	I	1.5	275	1	Port Arthur, TX	Garner
Honda	WXT-20	G	I	2	180	6	Port Arthur, TX	Garner
Yanmar	LD-40/3	D	I	2	200	2	Port Arthur, TX	Garner
Honda	WXT-20	G	I	2	180	4	Williston, ND	Garner
Versa-Matic	D268413	P	P	2	140	2	Williston, ND	Garner

Garner Environmental Services, Inc.
Response Equipment Listing
May 2013

RESPONSE BOAT TYPE CODES		TRANPORTATION METHOD CODES	
BAY	Bay Waters	**NT**	Normal Trailer
JB	Jon Boat	**WO**	Water Only
LFB	Large Flat Bottom	**WL**	Wide load Trailer
OFF	Offshore	**OT**	Other
PRO	Protected Waters		
TC	Towing Capable		
OT	Other		

RESPONSE BOATS

Name of Manufacturer	Model Number	Boat Type Code	Horse Power	Normal Crew Size	Length / Beam	Draft Limit	No. of Boats	Transport Method Code	Storage Location	Owner
Alumacraft	12	PRO	0	1	12	1’	2	NT	Deer Park, TX	Garner
Custom Flat	1650	JB	25	2	16'	1'	5	NT	Deer Park, TX	Garner
Custom Flat	20	LFB	40	2	20' / 6'	2’	1	NT	Deer Park, TX	Garner
Custom Build	30	BAY	300	3	30’ / 8’	2’	1	NT	Deer Park, TX	Garner
Silver Ships	30’	BAY	450	3	30’ / 8’	2	1	NT	Deer Park, TX	Garner
Pirogue	12’	OT	0	1	12' / 2"	3"	2	NT	Deer Park, TX	Garner
Various	12’	JB	25	1	12' / 3"	1'	2	NT	Deer Park, TX	Garner
Scully	28’	BAY	230	2	28’ / 8’	8”	1	NT	Deer Park, TX	Garner
Alumaweld	1650	JB	25	3	16' / 6'	1'	1	NT	La Marque, TX	Garner
Custom Boat Mfg.	1649R	JB	20	2	16' / 6'	2'	1	NT	La Marque, TX	Garner
Broadhead	24	BAY	150	3	24’ / 8’	2’	1	NT	La Marque, TX	Garner
Custom Flat	16	JB	0	2	16	1	2	OT	La Marque, TX	Garner
Alumaweld	1650	JB	25	2	16' / 6'	1'	5	NT	Port Arthur, TX	Garner
Alumaweld	20	BAY	40	2	20' / 0'	2'	1	NT	Port Arthur, TX	Garner
Alumaweld	1450	JB	25	2	14' / 0"	2"	1	NT	Port Arthur, TX	Garner
Lobell	28’	BAY	225	3	28’ / 8’	2’	1	NT	Port Arthur, TX	Garner
Custom Flat	18	BAY	90	2	18x6	2	1	NT	Port Arthur, TX	Garner
Custom Flat	1650	JB	20	2	16’	1	2	NT	Williston, ND	Garner

Garner Environmental Services, Inc.
Response Equipment Listing
May 2013

SKIMMER TYPE CODES			
FS	Floating Suction	**HIP**	Hydrodynamic Inclined Plane
IV	Induced Vortex	**OB**	Oleophilic Belt
OD	Oleophilic Disk	**OR**	Oleophilic Rod
PW	Paddle-Wheel	**SK**	Sock
W	Weir	**OT**	Other

SKIMMER EQUIPMENT

Name of Manufacturer	Model Number	Skimmer Type	No. of Units	Mfg. Recovery Rate (gpm)	Hose Size Suction/Discharge (inches)	Time to Deploy	Storage Location	Owner
Acme Products Co., Inc.	FS400ASK-39T	W	3	275	3	1.5	Deer Park, TX	Garner
Douglas Engineering	4200SH Skim-Pak	FS	2	5-68	2	5	Deer Park, TX	Garner
Crucial Inc.	1D18P-36 Drum AIR	OT	6	36	2	0.5	Deer Park, TX	Garner
Crucial Inc.	VSP-3” HYD.	IV	2	550	3	1.5	Deer Park, TX	Garner
Crucial Inc.	RF-Floating Head	W	1	200	3	1	Deer Park, TX	Garner
Marco	HYD.Sidewinder 14”	OB	3	70	3	0.5	Deer Park, TX	Garner
Marco	Harbor 28 HYD.	OB	1	70	2	0.5	Deer Park, TX	Garner
Elastec	AIR Double Drum 36”	OT	1	40	2	1	Deer Park, TX	Garner
Elastec	Double 36” Drum AIR	OT	1	60	2	0.5	Deer Park, TX	Garner
Descoil	Disk Skimmer Hyd.	OT	3	550	3	1	Deer Park, TX	Garner
Desmi	Mini Max Skimmer	FS	1	80	2	0.5	Deer Park, TX	Garner
Elastec	Double Drum 10” Air	OT	1	20	2	0.5	Deer Park, TX	Garner
Crucial Inc.	1D18P-36 Drum AIR	OT	6	36	3	0.5	La Marque, TX	Garner
Acme Products Co., Inc.	FS400ASK-39T	W	1	275	3	0.5	La Marque, TX	Garner
Crucial Inc.	1D18P-36 Drum AIR	OT	3	25	2	0.5	Port Arthur, TX	Garner
Crucial Inc.	1D18P-23 Drum AIR	OT	2	25	2	0.5	Williston, ND	Garner
Crucial Inc. (Drum HYD.)	1DHP-10M 36”	OT	1	36	2	0.5	Williston, ND	Garner

Garner Environmental Services, Inc.
Response Equipment Listing
May 2013

PU	Portable Vacuum Pump Units	**D**	Diesel
SS	Super Sucker	**E**	Electric
VT	Vacuum Truck	**G**	Gasoline
OT	Other	**H**	Hydraulic
		P	Pneumatic
		OT	Other

VACUUM SYSTEM EQUIPMENT

Name of Manufacturer	Model Number	System Type Code	Drive Type Code	Suction (inches)	No. of Units	Mfg. Recovery Rate (gpm)	Storage Capacity (gallon)	Hose Invent (feet)	Storage Location	Owner
Safety Vac	449222	PU	D	14	1	40	150	200	Deer Park, TX	Garner
Press Vac		OT	D	27	1	80	3000	200	Deer Park, TX	Garner
Safety Vac		PU	D	14	1	40	800	200	Deer Park, TX	Garner
Press Vac & International	w/ Scrubber & Flame Arrestor	OT	D	27	4	80	3000	200	La Marque, TX	Garner
Press Vac		OT	D	27	1	80	3000	200	Port Arthur, TX	Garner
Global Vac Sys.		OT	D	27	1	80	3000	200	Williston, ND	Garner
Vactor Hydro Exc		VT	D	28	1	110	Vac Boxes	300	Williston, ND	Garner
Cusco portable Vac		PU	D	27	1	80	3000	200	Williston, ND	Garner

Garner Environmental Services, Inc.
Response Equipment Listing
May 2013

SORBENT TYPE CODE		COMPOSITION CODE	
B	Boom	**M**	Mineral
PAD	Pad	**NO**	Natural Organic
PT	Particulate	**S**	Synthetic
ST	Sheet	**OT**	Other
SW	Sweep		
OT	Other		

SORBENTS

Name of Manufacturer	Model Number	Sorbent Type Code	Composition Type Code	Normal Inventory	Special Appl. Equip. Needed		Special Rcvg. Equip. Needed		Storage Location	Owner
					YES	NO	YES	NO		
Crucial, Inc.	OS-15	OT	S	1000		x		x	Deer Park, TX	Garner
Complete Environmental Products	GES-P100	PAD	S	120		x		x	Deer Park, TX	Garner
Complete Environmental Products	GES-P200	PAD	S	0		x		x	Deer Park, TX	Garner
Complete Environmental Products	GES-EP100	PAD	S	160		x		x	Deer Park, TX	Garner
Complete Environmental Products	GES-P50	PAD	S	150		x		x	Deer Park, TX	Garner
Complete Environmental Products	GES-B510	B	S	120		x		x	Deer Park, TX	Garner
Complete Environmental Products	GES-B810	B	S	114		x		x	Deer Park, TX	Garner
Complete Environmental Products	GES-R144	ST	S	150		x		x	Deer Park, TX	Garner
Complete Environmental Products	GES-SW100	SW	S	40		x		x	Deer Park, TX	Garner
Complete Environmental Products	GES-PART25	PT	S	10		x		x	Deer Park, TX	Garner
Crucial, Inc.	OS-15	OT	S	250		x		x	Deer Park, TX	Garner
Complete Environmental Products	GES-P100	PAD	S	325		x		x	Deer Park, TX	Garner
Complete Environmental Products	GES-P200	PAD	S	200		x		x	Deer Park, TX	Garner
Complete Environmental Products	GES-EP100	PAD	S	500		x		x	Deer Park, TX	Garner
Complete Environmental Products	GES-B510	B	S	120		x		x	Deer Park, TX	Garner
Complete Environmental Products	GES-B810	B	S	114		x		x	Deer Park, TX	Garner
Complete Environmental Products	GES-R144	ST	S	50		x		x	Deer Park, TX	Garner
Complete Environmental Products	GES-SW100	SW	S	40		x		x	Deer Park, TX	Garner
Crucial, Inc.	OS-15	OT	S	10		x		x	La Marque, TX	Garner
Complete Environmental Products	GES-P100	PAD	S	100		x		x	La Marque, TX	Garner
Complete Environmental Products	GES-B510	B	S	20		x		x	La Marque, TX	Garner
Complete Environmental Products	GES-B810	B	S	20		x		x	La Marque, TX	Garner
Complete Environmental Products	GES-R144	ST	S	0		x		x	La Marque, TX	Garner
Complete Environmental Products	GES-SW100	SW	S	30		x		x	La Marque, TX	Garner

Garner Environmental Services, Inc.
Response Equipment Listing
May 2013

SORBENTS (continued)										
Name of Manufacturer	Model Number	Sorbent Type Code	Composition Type Code	Normal Inventory	Special Appl. Equip. Needed		Special Rcvg. Equip. Needed		Storage Location	Owner
					YES	NO	YES	NO		
Crucial, Inc.	OS-15	OT	S	150		x		x	Port Arthur, TX	Garner
Complete Environmental Products	GES-P100	PAD	S	100		x		x	Port Arthur, TX	Garner
Complete Environmental Products	GES-P200	PAD	S	75		x		x	Port Arthur, TX	Garner
Complete Environmental Products	GES-B510	B	S	100		x		x	Port Arthur, TX	Garner
Complete Environmental Products	GES-R144	ST	S	25		x		x	Port Arthur, TX	Garner
Complete Environmental Products	GES-SW100	SW	S	50		x		x	Port Arthur, TX	Garner
Complete Environmental Products	GES-B810	B	S	100		x		x	Williston, ND	Garner
Crucial, Inc.	OS-15	OT	S	150		x		x	Williston, ND	Garner
Complete Environmental Products	GES-P100	PAD	S	100		x		x	Williston, ND	Garner
Complete Environmental Products	GES-P200	PAD	S	75		x		x	Williston, ND	Garner
Complete Environmental Products	GES-B510	B	S	100		x		x	Williston, ND	Garner
Complete Environmental Products	GES-R144	ST	S	25		x		x	Williston, ND	Garner
Complete Environmental Products	GES-SW100	SW	S	100		x		x	Williston, ND	Garner

UNITED STATES ENVIRONMENTAL SERVICES
Industrial | Response & Remediation | Maritime

QTY	EQUIPMENT
1	1” poly air diaphragm pump
3	2” stainless steel air diaphragm pumps
2	2” poly air diaphragm pumps
2	2” centrifugal trash pumps
1	2” centrifugal pump
2	Gas motor powered 2” diaphragm pumps
4	Wheelbarrow air compressor
1	185cfm trailer mounted air compressor
1	1500psi pressure washer
1	3500psi trailer mounted pressure washer, hot water
2	16’ aluminum work boats with 25hp tiller handle motors **Note: we have ordered a 60hp jet drive motor for one of these boats*
1	20’ aluminum workboat with a 150hp outboard motor
1	16yd dump truck
1	24 ton lowboy
1	Rubber tire backhoe
1	Bumper pull travel trailer
10,000’	18” containment boom
1,500’	4” containment boom

1	20’ equipment trailer
N/A	Confined space and confined space rescue equipment
1	Equipped oil spill trailer
1	Equipped tank cleaning trailer
2	OTR trucks
1	50 ton lowboy
1	Excavator
1	D4 dozer
1	Bobcat with rubber tracks
2	Roll off frames
30	Roll off boxes
2	70 barrel vacuum trucks
1	130 barrel vacuum tanker
1	36’ HazMat trailer

QTY	EQUIPMENT ORDERED
N/A	Fire suppressant equipment
1	Dry vacuum truck
1	Dry vacuum skid unit
1	20,000psi hydroblasting unit

4.2 QI Responsibilities and Authority

Targa's QI has the responsibility and authority to implement this plan and notify the necessary agencies and response resources as appropriate. Each QI and QI Alternate has the following authorities and responsibilities in the event of an oil spill response scenario:

- Activate and contract with necessary oil spill removal organizations;
- Act as liaison with the pre-designated FOSC (either in person or via telecommunications); and
- Obligate, either directly or through prearranged contracts, funds required to carry out necessary or directed oil response activities.

Additionally, the QI has responsibility to perform or delegate the performance of the following EPA required (40 CFR 112.20(h)(3)(ix)(A-J)) duties:

- Activate internal alarms and hazard communication systems to notify facility personnel
- Notify response personnel, as needed
- Identify the character, exact source, amount, and extent of the release, as well as the other items needed for notification.
- Notify and provide necessary information to the appropriate Federal, State, and local authorities with designated response roles, including the National Response Center, State Emergency Response Commission, and Local Emergency Planning Committee.
- Assess the interaction of the spilled substance with water and/or other substances stored at the facility and notify response personnel at the scene of that assessment.
- Assess the possible hazards to human health and the environment due to the release.
- Assess and implement prompt removal actions to contain and remove the substance released.
- Coordinate rescue and response actions as previously arranged with response personnel.
- Use authority to immediately access Company funding to initiate cleanup activities.
- Direct cleanup activities until properly relieved of this responsibility.

4.3 Procedures and Responsibilities for Coordination of Response Efforts

Procedures for coordinating the actions of Targa with the FOSC responsibilities are in part dependant upon the response time to the scene by the OSC. Targa personnel will direct and supervise the response actions as described in this plan until the Targa QI arrives on the scene. Targa's QI will monitor and direct the response activities until the OSC arrives on the scene. Targa's QI has in the past, and will continue to work closely with the OSC during a response action.

After the initial report of an emergency condition to the control center or first line supervisor, notifications to others should be made as the situation dictates. Targa has an "Emergency Response Team" (Table 6) consisting of designated employees that will respond to a major leak or fire/explosion that may occur on a pipeline owned/operated by Targa. This team is comprised of trained and experienced personnel from the various Targa locations that will be mobilized and deployed to assist the pipeline operations personnel in handling the emergency. This team will be responsible in coordinating with the local pipeline management

staff in assessment of the situation including the development and implementation of a plan of mitigation and repairs.

4.4 General Response Actions

Targa's oil spill response begins with notification as discussed in this manual in Section 2. The QI will engage the on-site emergency response team to conduct mitigation of the incident. The QI will assess the response needs and deploy on-site or on-water OSROs as required. Targa's prevention actions, either through Targa mitigation or contracting, will consist of the following:

- Eliminate or reduce the source of the spill to the maximum extent possible.
- As soon as possible, OSROs will deploy a minimum of 1000 feet of booming to contain the spill.
- OSROs will provide oil recovery equipment and storage capacity of recovered oil as soon as practicable.

Targa's on-water containment and recovery techniques may include:

- Containment booming (source encirclement, "U", "J", teardrop).
- Passive collection (sorbent booms).
- Stationary skimming.
- Dynamic skimming.
- Manual removal.

Economically and environmentally sensitive areas may be protected by:

- Exclusion booming
- Diversion booming
- Use of vessel hulls as barriers

Additional response actions specific to the types of shorelines that may be affected are discussed later in this sub-section.

Specific response actions for discharge of group V oils (sinkers) are not included in this FRP since these materials are not transported by Targa's pipeline operations.

4.4.1 Procedures for Response Efforts

Targa will commit the oil spill resources necessary to contain, recover, and cleanup oil related discharges for the period of time necessary to complete response operations. Targa's oil spill response strategy is to contain and recover released oil as near to the facility as possible.

To the extent possible, Targa's contractor personnel will initially respond to spills by the use of locally stored equipment, listed in the terminal FRPs, and the techniques described in Section 3. Targa's OSRO procedures for response actions for larger spills of oils are listed below by spill magnitude.

Small Discharge (up to 50 bbl) – Targa will deploy booms within one hour of the discharge. Targa or the OSROs listed in Table 17 will provide oil recovery equipment and oil storage volume within two hours.

Medium Discharge (up to 1,200 bbl) – Targa and the OSROs listed in Table 17 will provide oil recovery devices capable of recovering in one day one-half the planning volumes presented in Attachment VI within 12 hours of spill detection. The OSROs will also provide (within 12 hours) booming and temporary storage volume sufficient for the planning volumes. Targa will deploy boom similar to the small discharge actions.

Worst Case Discharge (up to 8,000 bbl and greater) - the OSROs listed in Table 17 will supply sufficient response resources to respond to the maximum extent practicable. Oil spill recovery equipment will be deployed so that it arrives within the response tier requirements for inland areas. Recovered oil will be stored in available pipeline storage tanks and temporary tanks. Additional capacity can be added by recovering oils from the top of these tanks (by skimming). Attachment III to this FRP lists Targa's OSRO equipment and capabilities. These OSROs have committed to respond to spills to the maximum extent practicable and to provide trained personnel to continue response activities for the time required for response.

The following sub-section presents Targa's general procedures that are planned to be implemented in response to an oil release in order to protect sensitive areas and to clean the areas that are impacted. No two spills are the same and the OSRO must be allowed the flexibility to respond to the specific spill conditions (i.e. - material discharged, river currents, temperature, weather, wind speed and direction, tides, and shoreline type). Although the response strategy will vary based on specific conditions encountered, the goals of responses will be to prevent further contamination and restore contaminated areas to their former state. General prevention and cleanup methods are discussed below.

4.5 Trained Personnel Necessary for First 7 Days of Response

Table 2 and Table 6 list contact information for necessary personnel.

4.6 Responsibilities of Response Personnel

The following sections define the responsibilities of major response personnel. Duties or responsibilities may be delegated to identified personnel during a response activity. Additional response team personnel and staff will be attained if the incident responsibilities and required level of effort warrant.

4.7 Incident Command System

4.7.1 General

This Section identifies the classifications, responsibilities and lines of authority for the Targa Emergency Response Team. The Emergency Response Team organization charts, located in Response Zone Appendices of this Plan, identify trained Targa employees within the emergency response organization and the various methods of contacting these individuals in Response Zone 1. This complement (supplemented where appropriate with contract resources) should be sufficient to provide continuous operations during the first 7 days of an oil spill response.

At emergency response operations involving an uncontrolled release of a hazardous substance, a site-specific Incident Command System (ICS) will be established at the emergency site and a Targa supervisor will be the person in charge (**"Responsible Party" On-Scene Coordinator, or RPOSC**) of the ICS. The ICS is a system whereby Targa, contractor and local community emergency response and other facilities, equipment, personnel, procedures, and communications are coordinated and controlled through a unified command system. Typically the unified command system will be directed by the Targa RPOSC and the senior official of each response team outside of Targa to effectively accomplish agreed upon objectives at the scene of an emergency. There is a function within Targa's organization that coincides with each major role in a typical ICS structure.

Targa's Emergency Response Team organization is designed to fulfill the various necessary Company functions within the overall ICS in a manner that most effectively utilizes the skills and experience of Company personnel to address the specific issues of each incident that arises. The Emergency Response Team assignments also designate who is responsible for the emergency preparedness pre-planning activities required for each function. The organization of this team has been structured to meet special emergency concerns such as minimum response time and needed on-scene equipment, materials, manpower and expertise to effectively and decisively manage a release that has the potential to cause injury to life or damage to property and the environment. The Incident Commander, with assistance from the appropriate managers, is responsible for assigning staff to the various roles in the organization.

4.7.2 Activation

The pre-designated DOT and EPA Qualified Individuals are empowered with full authority to activate and contract with required Oil Spill Response Organizations (**OSROs**); activate personnel and equipment maintained by Targa; act as liaison with the Federal On-Scene Coordinator (FOSC); and obligate funds required to carry out required or directed oil spill response activities. The QI shall establish and maintain a singular point of communication during the early hours of a response, which other key onsite responders can contact so that the appropriate magnitude of the response can be confirmed. Upon arrival onsite, the senior Targa responder is also temporarily empowered to act as a Qualified Individual until a more senior Targa responder or the designated Targa RPOSC (a 'Qualified Individual') arrives at the site.

4.7.3 Description of the Incident Command System

The Incident Command System described in this manual is based on the Field Operations Guide (FOG) manual. The FOG is a guidance document for implementing an Incident Command System (ICS) response management organization that can be universally adopted by responders for oil spills. The Oil Spill FOG is consistent with the National Interagency Incident Management System (NIIMS) ICS that is the predominant public domain response management system nationwide. The National Response System (NRS) is the mechanism for coordinating response actions by all levels of government in support of the Federal On-Scene Coordinator (FOSC). Establishment of the NRS in the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) for removal of oil and hazardous substances requires the President to "ensure effective and immediate removal of a discharge" in accordance with the NCP. This authority has since been delegated to the FOSC.

While the NCP requires that the FOSC's efforts be coordinated with other appropriate Federal, state, local, and private response agencies, it also requires mutual notification among agencies. The ICS brings together the functions of the Federal government, state/local governments, and the responsible party in order to achieve an effective and efficient response, where the FOSC maintains ultimate authority. The emphasis during oil spill response is on coordination and cooperation. The FOSC, the state/local government representatives, and the responsible party are all involved with varying degrees of responsibility, regardless of the size and severity of the incident. The FOSC, in every case, retains the authority to direct the spill response, and must direct responses to spills that pose a substantial threat to the public health or welfare of the US. In many situations, however, the FOSC may choose to monitor the response effort and provide support and advice where appropriate. All response actions are required to be consistent with the NCP.

ICS is a valuable tool that can be used within the NRS to coordinate actions among the Environmental Protection Agency (EPA) or US Coast Guard (USCG) FOSC, the state/local responders, and the responsible party. This is important in that local, state, and responsible party responders may arrive at the scene before the FOSC and have established an ICS at the scene. Also, more significant incidents will warrant multi-jurisdictional responses. Formation of a Unified Command (UC) using ICS will pull Federal, state/local, and private resources together within the framework of the existing response management system established by the first responders. State and local responders should note that there are a wide variety of resources available through the EPA or USCG FOSC.

The ICS organizational guidance provided is not regulatory. Recognizing that a response will bring together numerous organizations with varying incident management structures, the Incident Commander or Unified Command for the specific incident will determine how to best set up and staff the incident-specific ICS organization for the most efficient and effective use of the resources involved. The FOSC and SOSC will work in Unified Command with any response organization established by a responsible party as long as such an organization is consistent with NIIMS ICS and described in an approved spill response contingency plan. Specific guidance on the integration of Federal, state, and local contingency plans with vessel and facility response plans is located in the applicable ACP.

The ICS provides for maximum flexibility in varied situations, but specific training is recommended. The FOG is a job aid rather than a stand-alone document. By reading the general instructions, the common unit leader responsibilities, the position descriptions, and checklists, responders will be guided in their duties within the ICS process.

The following diagram outlines a generic response organization for pre-event planning. However, an actual organization will be event-specific. Not all positions need to be filled. The size of the organization is dependent on the magnitude of the incident and can be expanded or contracted as necessary. This modular development is described later in this Section.

Personnel with specialized skills (technical specialists), not specifically identified within the ICS, may be integrated anywhere within the organization to meet the needs of the Incident Command. This feature allows the greatest compatibility with other existing response management systems.

4.7.3.1 Response Organization Development

An actual response organization typically grows from the "Initial Response Organization" to fit the level of response necessary for a specific incident. The size and focus of the organization is dependent on the magnitude of the incident and can be expanded or contracted as necessary. *Only positions that are required for an adequate response need to be filled, and organizations should be kept as small as possible to accomplish incident objectives and monitor progress.*

The following response organization discussion describes a typical expansion of an Incident Command Organization. It is not meant to be prescriptive. The examples do not imply that this is the only way to build an organization.

INITIAL RESPONSE ORGANIZATION

Initial Response resources are managed by the Incident Commander who will handle all Command and General Staff responsibilities. A Unified Command is established.

REINFORCED RESPONSE ORGANIZATION

The Unified Command has established a basic Operations Section with a Protection Group and/or a Recovery Group to manage on-water activities and a shoreline division to manage land-based resources. A Safety Officer and Information Officer have been assigned.

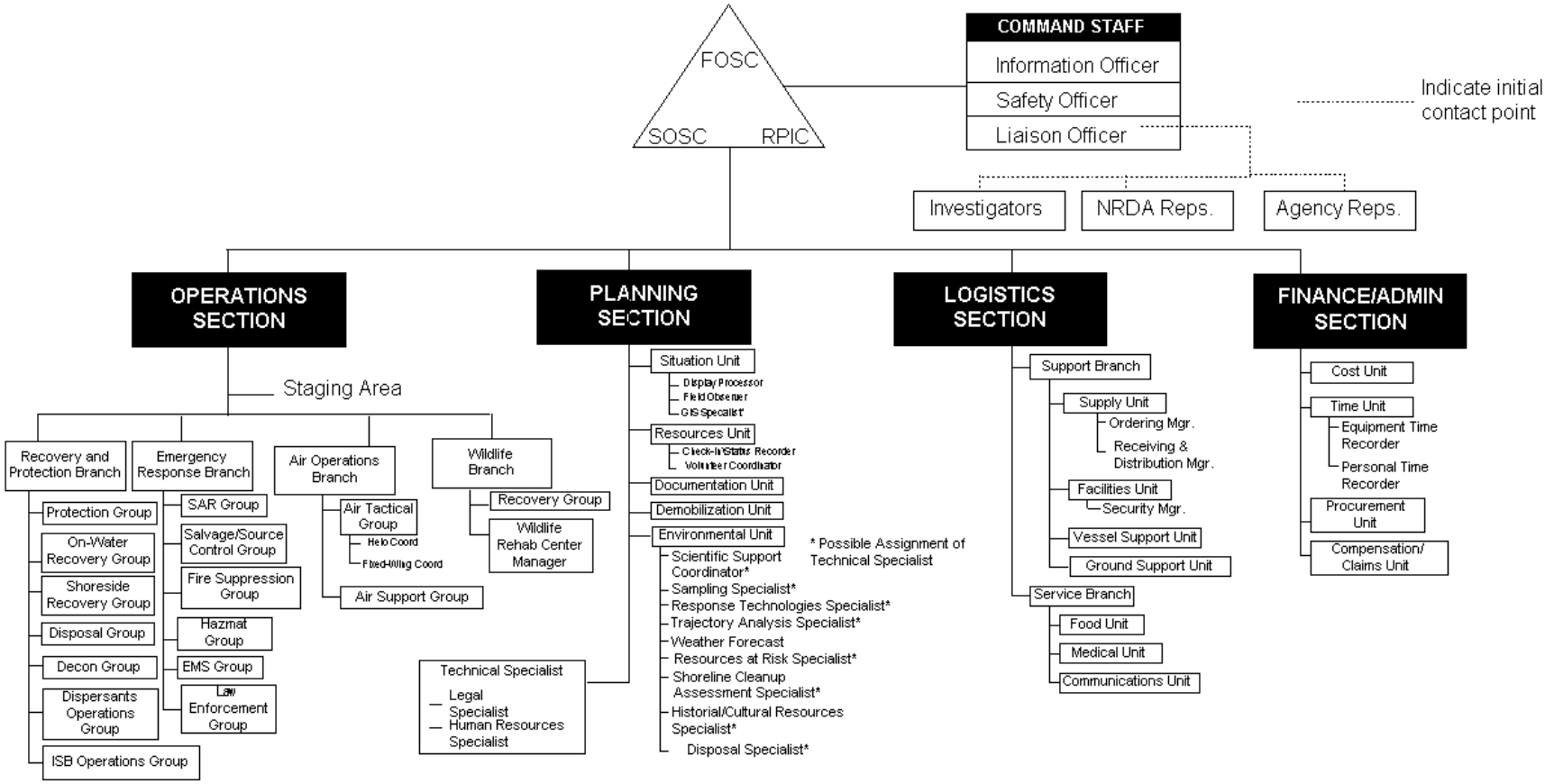
MULTI-DIVISION/GROUP ORGANIZATION

The Unified Command has assigned all command staff positions. A number of divisions and groups have been established in the Operations Section. Planning Section organization has been started with formation of an Environmental Unit, Situation Unit, and Resources Unit. Limited Logistics Units are established to support the response resources.

MULTI-BRANCH ORGANIZATION

The Unified Command has established all Command and General Staff positions and established four branches with the Operations Section. Section organizations have been staffed for Operations, Planning, Logistics, and Finance/Admin (depicted in the following diagram).

Figure 15: ICS Structure



UNIFIED COMMAND

While a single Incident Commander normally handles the command function, an ICS organization may be expanded into a Unified Command for complex responses which cross jurisdictional boundaries or involve multiple agencies with geographic or functional jurisdiction. The Unified Command brings together the “Incident Commanders” of all major organizations involved in the response to function as a team with a common set of incident objectives and strategies. The Unified Command will typically include:

- The predesignated FOSC,
- The SOSC,
- The Incident Commander for the responsible party, and
- Other incident commanders or on-scene coordinators (when appropriate).

Actual Unified Command makeup for a specific incident will be determined on a case-by-case basis taking into account:

- The specifics of the incident;
- Determinations outlined in the ACP; or
- Decisions reached during the initial meeting of the Unified Command.

The makeup of the Unified Command may change as an incident progresses, in order to account for changes in the situation.

The Unified Command is responsible for overall management of the incident. The Unified Command directs incident activities, including development and implementation of overall objectives and strategies, and approves ordering and releasing of resources. Each Unified Command member may assign Deputy Incident Commander(s) to assist in carrying out Incident Command responsibilities. Unified Command members may also be assigned individual legal and administrative support from their own organizations.

As a component of an ICS, the Unified Command facilitates and coordinates the effective involvement of various agencies and responders. It links the organizations responding to the incident and provides a forum for these agencies to make consensus decisions. Under Unified Command, the various jurisdictions and/or agencies, and non-government responders may blend together throughout the Incident Command System organization to create an integrated response team. Assisting or cooperating agencies that are not part of the Unified Command can also participate through Agency Representatives working with the Liaison Officer. It is important to note that participation in a Unified Command occurs without any agency abdicating authority, responsibility, nor accountability.

COMMON RESPONSIBILITIES

The following responsibilities apply to all ICS personnel:

- Receive assignment, notification, reporting location, reporting time, and travel instructions from your home agency.
- Upon arrival at the incident, check in at designated check-in locations. Check-in locations may be found at:
    - Incident Command Post,

- Base or Camps, Staging Areas, Helibases,
- Division Supervisors (for direct line assignments).

- Agency representatives from assisting or cooperating agencies report to Liaison Officer at the Command Post after checking in.
- 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.
- Complete forms and reports required of the assigned position and send material through supervisor to Documentation Unit.
- Ensure continuity using in/out briefings.
- Respond to demobilization orders.
- Brief subordinates regarding demobilization.

UNIT LEADER RESPONSIBILITIES

Common responsibilities that must be accomplished by all Unit Leaders include (these responsibilities are not repeated in each Unit listing):

- Participate in incident planning meetings, as required.
- Determine current status of unit activities.
- Confirm dispatch and estimated time of arrival of staff and supplies.
- Assign specific duties to staff; supervise staff.
- Determine resource needs.
- Develop and implement accountability, safety, and security measures for personnel and resources.
- Supervise demobilization of unit, including storage of supplies.
- Provide Supply Unit Leader with a list of supplies to be replenished.
- Maintain unit records, including Unit/Activity Log (ICS 214).

INCIDENT COMMANDER

On most incidents, a single Incident Commander carries out the Command activity. The Incident Commander is selected through pre-designation, qualifications, or experience. The Incident Commander may have a deputy, who may be from the same entity or from an assisting entity. Deputies must have the same qualifications as the person for whom they work, as they must be ready to take over that position at any time.

The Incident Commander should:

- 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 organization.
- Approve and authorize implementation of an Incident Action Plan (IAP).
- Ensure that adequate safety measures are in place.
- Coordinate activity of all Command and General Staff.
- Coordinate with key stakeholders and officials through the Liaison Officer.
- Approve requests for additional resources or for the release of resources.
- Keep agency or authorizing entity (Responsible Party) informed about incident status.
- Approve, if appropriate, the use of trainees, volunteers, or auxiliary personnel.
- Authorize release of information through the Information Officer.
- Ensure incident funding is available.
- Notify natural resource trustees(s) and coordinate with NRDA Representative(s).
- Coordinate incident investigation responsibilities.
- Seek appropriate legal counsel.
- Order the demobilization of incident resources, when appropriate.

INFORMATION OFFICER

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

Only one Information Officer will be assigned for each incident, including incidents operating under Unified Command and multi-jurisdictional incidents. The Information Officer may have assistants, as necessary, and the assistants may also represent assisting agencies or jurisdictions.

The Information Officer should:

- 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.

- Arrange for tours and other interviews or briefings that may be required.
- 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.
- Establish and staff a Joint Information Center (JIC), as necessary.
- Maintain Unit/Activity Log (ICS 214).

SAFETY OFFICER

The Safety Officer is responsible for monitoring and assessing 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, although the Safety Officer may exercise emergency authority to prevent or stop unsafe acts when immediate action is required.

The Safety Officer maintains awareness of active and developing situations, ensures the Site Safety and Health Plan is prepared and implemented, and includes safety messages in each IAP.

Only one Safety Officer will be assigned for each incident, including incidents operating under Unified Command and multi-jurisdiction incidents. The Safety Officer may have assistants, as necessary, and the assistants may also represent assisting agencies or jurisdictions.

The Safety Officer should:

- 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 workplan.
- Review the IAP 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 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.
    - Comprehensive operations workplan.
    - Personnel training requirements.
    - PPE selection criteria.
    - Site-specific occupational medical monitoring requirements.
    - Air monitoring plan: area/personal.
    - Site control measures.

- Confined space entry procedures "only if needed".
- Pre-entry briefings (tailgate meetings): initial and as needed.
- 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 Unit/Activity Log (ICS 214).

LIAISON OFFICER

Incidents that are multi-jurisdictional, or involve several agencies, may require the establishment of the Liaison Officer position on the Command Staff. The Liaison Officer is the point of contact for the assisting and cooperating Agency Representatives and stakeholder groups.

Only one Liaison Officer will be assigned for each incident, including incidents operating under Unified Command and multi-jurisdiction incidents. The Liaison Officer may have assistants, as necessary, and the assistants may also represent assisting agencies or jurisdictions.

The Liaison Officer should:

- 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.
- Assist in establishing and coordinating interagency contacts.
- Keep agencies supporting incident aware of incident status.
- Monitor incident operations to identify current or potential interorganizational issues and advise Incident Command, 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 Unit/Activity Log (ICS 214).

OPERATIONS SECTION CHIEF

The Operations Section Chief, a member of the General Staff, is responsible for managing all operations directly applicable to the primary mission. The Operations Section Chief activates and supervises elements in accordance with the IAP and directs its execution; activates and executes the SSHP; directs the preparation of unit operational plans; requests or releases resources; makes expedient changes to the IAPs as necessary; and reports such to the Incident Commander.

The Operations Section Chief should:

- Review Common Responsibilities.

- Develop operations portion of IAP.
- Brief and assign operations personnel in accordance with IAP.
- Supervise execution of the IAP for Operations.
- Request resources needed to implement Operation's tactics as part of the IAP development (ICS 215).
- Ensure safe tactical operations.
- Make, or approve, expedient changes to the IAP during the operational period, as necessary.
- Approve suggested list of resources to be released from assigned status (not released from the incident).
- Assemble and disassemble teams/task forces assigned to operations section.
- 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.
- Maintain Unit/Activity Log (ICS 214).

PLANNING SECTION CHIEF

The Planning Section Chief, a member of the General Staff, is responsible for collecting, evaluating, disseminating, and using information about the incident and status of resources. Information is needed to:

- Understand the current situation,
- Predict probable course of incident events, and
- Prepare alternative strategies for the incident.

The Planning Section Chief should:

- Review Common Responsibilities.
- Activate Planning Section units.
- Assign available personnel already on site to ICS organizational positions, as appropriate.
- Collect and process information about the incident.
- Supervise IAP preparation.
- Provide input to the Incident Command and Operations Sections Chief in preparing the IAP.
- Participate in planning and other meetings, as required.
- Establish information requirements and reporting schedules for all ICS organizational elements for use in preparing the IAP.
- Determine need for any specialized resources in support of the incident.
- Provide Resources Unit with the Planning Section's organizational structure, including names and locations of assigned personnel.
- Assign Technical Specialists, where needed.

- Assemble information on alternative strategies.
- Assemble and disassemble Strike Teams or Task Forces, as necessary.
- Provide periodic predictions on incident potential.
- Compile and display incident status summary information.
- Provide status reports to appropriate requesters.
- Advise General Staff of any significant changes in incident status.
- Incorporate the incident Traffic Plan (from Ground Support Unit), Vessel Routing Plan (from Vessel Support Unit) and other supporting plans in the IAP.
- Instruct Planning Section Units in distribution and routing of incident information.
- Prepare resource release recommendations for submission to Incident Command.
- Maintain Section records.
- Maintain Unit/Activity Log (ICS 214).

LOGISTICS SECTION CHIEF

The Logistics Section Chief, a member of the General Staff, is responsible for providing facilities, services, and material in support of the incident response. The Logistics Section Chief participates in developing and implementing the IAP and activates and supervises Branches and Units within the Logistics Section.

The Logistics Section Chief should:

- Review Common Responsibilities.
- Plan organization of Logistics Section.
- Assign work locations and preliminary work tasks to Section personnel.
- Notify Resources Unit of Logistics Section units activated including names and locations of assigned personnel.
- Assemble and brief Branch Directors and Unit Leaders.
- Participate in IAP preparation.
- Identify service and support requirements for planned and expected operations.
- Provide input to, and review, Communications Plan, Medical Plan, Traffic Plan, and Vessel Routing Plan.
- Coordinate and process requests for additional resources.
- Review IAP and estimate Section needs for next operational period.
- Advise on current service and support capabilities.
- Prepare service and support elements of the IAP.
- 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.
- Ensure general welfare and safety of Logistics Section personnel.
- Maintain Unit/Activity Log (ICS 214).

FINANCE/ADMINISTRATION SECTION CHIEF

The Finance/Administration Section Chief, a member of the General Staff, is responsible for all financial and cost analysis aspects of the incident and for supervising members of the Finance/Administration Section.

The Finance / Administration Section Chief should:

- Review Common Responsibilities.
- Attend briefing with responsible company/agency to gather information.
- Attend planning meetings to gather information on overall strategy.
- Determine resource needs.
- Develop an operating plan for Finance/ Administration function on incident.
- Prepare work objectives for subordinates, brief staff, make assignments, and evaluate performance.
- Inform members of the Unified Command and General Staff when Section is fully operational.
- Meet with assisting and cooperating company/agency representatives, as required.
- Provide input in all planning sessions on financial and cost analysis matters.
- Maintain daily contact with company/ agency(s) administrative headquarters on finance matters.
- Ensure that all personnel time records are transmitted to home company/agency according to policy.
- Participate in all demobilization planning.
- Ensure that all obligation documents initiated at the incident are properly prepared and completed.
- Brief agency administration personnel on all incident related business management issues needing attention and follow-up prior to leaving incident.

4.8 Glossary of Terms

This glossary contains definitions of terms frequently used in ICS documentation.

AGENCY REPRESENTATIVE - Individual assigned to an incident from an assisting or cooperating agency who has been delegated full authority to make decisions on all matters affecting their agency's participation at the incident. Agency Representatives report to the Liaison Officer.

AIR OPERATIONS BRANCH DIRECTOR - The person primarily responsible for preparing and implementing the air operations portion of the IAP. Also responsible for providing logistical support to helicopters operating on the incident.

ALLOCATED RESOURCES - Resources dispatched to an incident.

ALTERNATIVE RESPONSE TECHNOLOGIES (ART) - Response methods or techniques other than mechanical containment or recovery. ART may include use of chemical dispersants, in-situ burning, bioremediation or other alternatives. Application of ART must be authorized and directed by the OSC.

ASSIGNED RESOURCES - Resources checked-in and assigned work tasks on an incident.

ASSIGNMENTS - Tasks given to resources to perform within a given operational period, based upon tactical objectives in the IAP.

ASSISTANT - Title for subordinates of the Command Staff positions. The title indicates a level of technical capability, qualifications and responsibility subordinate to the primary positions. Assistants may also be used to supervise unit activities at camps.

ASSISTING AGENCY - An agency directly contributing tactical or service resources to another agency.

AVAILABLE RESOURCES - Incident-based resources which are immediately available for assignment.

BASE - That location at which the primary logistics functions are coordinated and administered. (Incident name or other designator will be added to the term "Base") The Incident Command Post may be co-located with the base. There is only one base per incident.

BRANCH - That organizational level having functional/geographic responsibility for major incident operations. The Branch level is organizationally between Section and Division/Group in the Operations Section, and between Section and Units in the Logistics Section.

CACHE - A pre-determined complement of tools, equipment and/or supplies stored in a designated location, and available for incident use.

CAMP - A geographical site, within the general incident area, separate from the base, equipped and staffed to provide sleeping areas, food, water and sanitary services to incident personnel.

CHECK-IN - The process whereby resources first report to an incident. Check-in locations include: Incident Command Post (Resources Unit), Incident Base, Camps, Staging Areas, Helibases, Helispots and Division Supervisors (for direct line assignments).

CHIEF - The ICS title of individuals responsible for command of functional sections: Operations, Planning, Logistics, and Finance/Administration.

CLEAR TEXT - The use of plain English in radio communications transmissions. No Ten Codes or agency specific codes are used when using Clear Text.

COMMAND - The act of directing, ordering and/or controlling resources by virtue of explicit legal, agency or delegated authority. May also refer to the Incident Commander/Unified Command.

COMMAND POST - See Incident Command Post.

COMMAND STAFF - The Command Staff consists of the Information Officer, Safety Officer and Liaison Officer, who report directly to the Incident Commander. They may have an assistant or assistants, as needed.

COMMUNICATION UNIT - A vehicle (trailer or mobile van) used to provide the major part of an incident Communication Center.

COOPERATING AGENCY - An agency supplying assistance other than direct tactical or support functions or resources to the incident control effort (e.g., Red Cross, telephone company, etc.).

COST UNIT - Functional unit within the Finance Section responsible for tracking costs, analyzing cost data, making cost estimates and recommending cost-saving measures.

DEPUTY - A fully qualified individual who, in the absence of a superior, could be delegated the authority to manage a functional operation or perform a specific task. In some cases, a Deputy could act as relief for a superior and therefore must be fully qualified in the position. Deputies can be assigned to the Incident Commander, General Staff and Branch Directors.

DEMOBILIZATION UNIT - Functional unit within the Planning Section responsible for assuring orderly, safe and efficient demobilization of incident resources.

DIRECTOR - The ICS title for individuals responsible for supervision of a Branch.

DISPATCH - The implementation of a command decision to move resources from one place to another.

DISPATCH CENTER - A facility from which resources are directly assigned to an incident.

DIVISION - That organization level having responsibility for operation within a defined geographic area or with functional responsibility. The Division level is organizationally between the Task Force/Team and the Branch. (See also "Group")

DOCUMENTATION UNIT - Functional unit within the Planning Section responsible for collecting, recording and safeguarding all documents relevant to the incident.

EMERGENCY MEDICAL TECHNICIAN (EMT) - A health-care specialist with particular skills and knowledge in pre-hospital emergency medicine.

EMERGENCY OPERATIONS CENTER (EOC) - A pre-designated facility established by an agency or jurisdiction to coordinate the overall agency or jurisdictional response and support to an emergency.

FACILITIES UNIT - Functional unit within the Support Branch of the Logistics Section that provides fixed facilities for the incident. These facilities may include the Incident Base, feeding areas, sleeping areas, sanitary facilities, etc.

FIELD OPERATIONS GUIDE (FOG) - A pocket-size manual of instructions on the application of the Incident Command System.

FINANCE SECTION - The Section responsible for all incident costs and financial considerations. Includes the Time Unit, Procurement Unit, Compensation/Claims Unit and Cost Unit.

FOOD UNIT - Functional unit within the Service Branch of the Logistics Section responsible for providing meals for incident personnel.

FUNCTION - In ICS, function refers to the five major activities in the ICS, i.e., Command, Operations, Planning, Logistics and Finance. The term function is also used when describing the activity involved, e.g., "the planning function."

GENERAL STAFF - The group of incident management personnel comprised of: Incident Commander, Operations Section Chief, Planning Section Chief, Logistics Section Chief, Finance Section Chief.

GEOGRAPHIC INFORMATION SYSTEM (GIS) - An electronic information system which provides a geo-referenced data base to support management decision making.

GROUND SUPPORT UNIT - Functional unit within the Support Branch of the Logistics Section responsible for fueling, maintaining and repairing vehicles, and the ground transportation of personnel and supplies.

GROUP - Groups are established to divide the incident into functional areas of operation. Groups are composed of resources assembled to perform a special function not necessarily within a single geographic division. (See Division.) Groups are located between Branches (when activated) and Resources in the Operations Section.

HEALTH AND SAFETY PLAN (HASP) - Site specific document required by State and Federal OSHA regulations and specified in the Area Contingency Plan. The HASP shall at minimum address, include or contain the following elements: 1) health and safety hazard analysis for each site task or operation, 2) comprehensive operations work plan, 3) personnel training requirements, 4) PPE selection criteria, 5) site specific occupational medical monitoring requirements, 6) air monitoring plan, 7) site control measures, 8) confined space entry procedures (if needed), 9) pre-entry briefings (tailgate meetings, initial and as needed), 10) pre-operations commencement, 11) health and safety conference for all incident participants and 12) quality assurance of HASP effectiveness.

HELIBASE - A location within the general incident area for parking, fueling, maintenance and loading of helicopters.

HELISPOT - A location where a helicopter can take off and land. Some helispots may be used for temporary loading.

INCIDENT ACTION PLAN (IAP) - The Incident Action Plan, which is initially prepared at the first meeting, contains general control objectives reflecting the overall incident strategy and specific action plans for the next operational period. When complete, the Incident Action Plans will have a number of attachments.

INCIDENT AREA - Legal geographical area of the incident to include affected area and traffic route to corresponding storage and disposal sites.

INCIDENT BASE - See BASE.

INCIDENT COMMANDER (IC) - The individual responsible for the management of all incident operations.

INCIDENT COMMAND POST (ICP) - That location at which the primary command functions are executed and are usually co-located with the incident base.

INCIDENT COMMAND SYSTEM (ICS) - A standardized on-scene emergency management concept specifically designed to allow its user(s) to adopt an integrated organizational structure equal to the

complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries.

INCIDENT COMMUNICATION CENTER - The location of the Communications Unit and the Message Center.

INCIDENT OBJECTIVES - Statements of guidance and direction necessary for the selection of appropriate strategies and the tactical direction of resources. Incident objectives are based on realistic expectations of what can be accomplished when all allocated resources have been effectively deployed. Incident objectives must be achievable and measurable, yet flexible enough to allow for strategic and tactical alternatives.

INCIDENT SITUATION DISPLAY - The Situation Unit is responsible for maintaining a display of status boards which communicate critical incident information vital to establishing an effective command and control environment.

INFORMATION OFFICER (IO) - A member of the Command Staff responsible for interfacing with the public and media or with other agencies requiring information on the incident. There is only one Information Officer per incident. The Information Officer may have assistants.

INITIAL ACTION - The actions taken by resources which are the first to arrive at an incident.

INITIAL RESPONSE - Resources initially committed to an incident.

JOINT INFORMATION CENTER (JIC) - A facility established within or near the Incident Command Post were the Information Officer and staff can coordinate and provide information on the incident to the public, media and other agencies. The JIC is normally staffed with representation from the FOSC, State IC and RP.

JURISDICTION - The range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority for incident mitigation. Jurisdictional authority at an incident can be political/geographical (e.g., city, county, state or federal boundary lines), or functional (e.g., police department, health department, etc.). (See Multi-Jurisdiction).

JURISDICTIONAL AGENCY - The agency having jurisdiction and responsibility for a specific geographical area or a mandated function.

LANDING ZONE - See Helispot.

LEADER - The ICS title for an individual responsible for a Task Force/Strike Team or functional Unit.

LIAISON OFFICER (LO) - A member of the Command Staff responsible for coordinating with representatives from cooperating and assisting agencies.

LOGISTICS SECTION - The Section responsible for providing facilities, services and materials for the incident.

MANAGERS - Individuals within ICS organizational units that are assigned specific managerial responsibilities (e.g., Staging Area Manager or Camp Manager).

MEDICAL UNIT - Functional unit within the Service Branch of the Logistics Section responsible for the development of the Medical Emergency Plan, and for providing emergency medical treatment for personnel.

MESSAGE CENTER - The message center is part of the Communications Center and co-located with it. The Center receives, records and routes information about resources reporting to the incident, resource status and administration and tactical traffic.

MULTI-AGENCY COORDINATION GROUP (MAC) - Cohesive group of all affected agencies established to aid in the overall response, facilitate briefings and share issues during a response.

MULTI-AGENCY COORDINATION SYSTEM (MACS) - The combination of facilities, equipment, personnel, procedures and communications integrated into a common system with responsibility for coordination of assisting agency resources and support to agency emergency operations.

MULTI-AGENCY COORDINATION GROUP COORDINATOR - Serves as facilitator to organize and accomplish goals of the MAC Group.

MULTI-AGENCY INCIDENT - An incident where one or more agencies assist a jurisdictional agency or agencies. May be single or Unified Command.

MULTI-JURISDICTION INCIDENT - An incident requiring action from multiple agencies that have a statutory responsibility for incident mitigation. In ICS, these incidents will be managed under Unified Command.

NOAA WEATHER STATION - A mobile weather data collection and forecasting facility (including personnel) provided by the National Oceanic and Atmospheric Administration which can be utilized within the incident area.

NATURAL RESOURCE DAMAGE ASSESSMENT (NRDA) - The process of identifying and quantifying the resource impacts and evaluating the value of impacted resources for the purpose of restoration.

OFFICER - The ICS title for the personnel responsible for the Command Staff positions of Safety, Liaison and Information.

ON-SCENE COORDINATOR (OSC) - The predesignated Federal On-Scene Coordinator operating under the authority of the National Contingency Plan (NCP).

OPERATIONAL PERIOD - The period of time scheduled for execution of a given set of operation actions as specified in the IAP. Operational Periods can be various lengths, usually not over 24 hours.

OPERATIONS SECTION - Responsible for all operations directly applicable to the primary mission. Directs the preparation of unit operational plans, requests or releases resources, makes expedient changes to the IAP as necessary and reports such to the Incident Commander. Includes the Recovery and Protection Branch, Emergency Response Branch, Air Operations Branch and Wildlife Branch.

OUT-OF-SERVICE RESOURCES - Resources assigned to an incident but unable to respond for mechanical, rest or personnel reasons.

PLANNING MEETING - A meeting, held as needed throughout the duration of an incident, to select specific strategies and tactics for incident control operations and for service and support planning.

PLANNING SECTION - Responsible for the collection, evaluation and dissemination of tactical information related to the incident, and for the preparation and documentation of Action Plans. The section also maintains information on the current and forecasted situation, and on the status of resources assigned to the incident. Includes the Situation, Resource, Documentation and Demobilization Units, as well as Technical Specialists.

POLREP - Pollution report.

PROCUREMENT UNIT - Functional unit within the Finance Section responsible for financial matters involving vendor contracts.

QUALIFIED INDIVIDUAL (Q.I.) - The person authorized by the responsible party to act on their behalf, authorize expenditures and obligate organization's resources.

RADIO CACHE - A cache may consist of a number of portable radios, a base station and in some cases a repeater stored in a predetermined location for dispatch to incidents.

RECORDERS - Individuals within ICS organizational units who are responsible for recording information. Recorders may be found in Planning, Logistics and Finance Units.

REGIONAL RESPONSE TEAM (RRT) - The Federal response organization, consisting of representatives from selected Federal and State agencies, which acts as a regional body responsible for planning and preparedness before an oil spill occurs and for providing advice to the OSC in the event of a major or substantial spill.

REPORTING LOCATION - Any one of six facilities/locations where incident assigned resources may check-in. The locations are: Incident Command Post-Resources Unit, Base, Camp, Staging Area, Helibase or Division Supervisor for direct line assignments. (Check-in at one location only)

RESOURCES - All personnel and major items of equipment available or potentially available, for assignment to incident tasks on which status is maintained.

RESOURCES UNIT - Functional unit within the Planning Section responsible for recording the status of resources committed to the incident. The Unit also evaluates resources currently committed to the incident, the impact that additional responding resources will have on the incident, and anticipated resource needs.

R.P. - Responsible Party

SAFETY OFFICER (SO) - A member of the Command Staff responsible for monitoring and assessing safety hazards or unsafe situations, and for developing measures for ensuring personnel safety. The Safety Officer may have assistants.

SECTION - That organization level having functional responsibility for primary segments of incident operation such as: Operations, Planning, Logistics, Finance. The Section level is organizationally between Branch and Incident Commander.

SERVICE BRANCH - A Branch within the Logistics Section responsible for service activities at the incident. Includes the Communications, Medical and Food Units.

SINGLE RESOURCE - An individual, a piece of equipment and its personnel complement, or a crew or team of individuals with an identified work supervisor that can be used on an incident.

SITE SAFETY PLAN - Legal document required by OSHA before entry into site, prepared by Safety Officer.

SITUATION UNIT - Functional unit within the Planning Section responsible for the collection, organization and analysis of incident status information, and for analysis of the situation as it progresses. Reports to the Planning Section Chief.

SPAN OF CONTROL - The supervisory ratio of from three-to-seven individuals, with five-to-one being established as optimum.

STAGING AREA - That location where incident personnel and equipment are assigned awaiting tactical assignment.

STATE I.C. - State Incident Commander.

STRATEGY - The general plan or direction selected to accomplish incident objectives.

SUPERVISOR - The ICS title for individuals responsible for command of a Division or Group.

SUPPLY UNIT - Functional unit within the Support Branch of the Logistics Section responsible for ordering equipment and supplies required for incident operations.

SUPPORT BRANCH - A Branch within the Logistics Section responsible for providing personnel, equipment and supplies to support incident operations. Includes the Supply, Facilities and Transportation Units.

SUPPORTING MATERIALS - Refers to the several attachments that may be included with an IAP (e.g., communication plan, map, safety plan, traffic plan and medical plan).

TACTICAL DIRECTION - Direction given by the Operations Section Chief which includes the tactics appropriate for the selected strategy, the selection and assignment of resources, tactics implementation and performance monitoring for each operational period.

TASK FORCE - A group of resources with common communications and a leader assembled for a specific mission.

TECHNICAL SPECIALISTS - Personnel with special skills that can be used anywhere within the ICS organization.

TEAM - Specified combinations of the same kind and type of resources, with common communications and a leader.

TEMPORARY FLIGHT RESTRICTIONS (TFR)- Temporary aiPHMSAce restrictions for non-emergency aircraft in the incident area. TFR's are established by the FAA to ensure aircraft safety and are normally limited to a five-nautical-mile radius and 2000 feet in altitude.

TIME UNIT - Functional unit within the Finance Section responsible for recording time for incident personnel and hired equipment.

UNIFIED COMMAND (UC) - In ICS, Unified Command is a unified team effort which allows all agencies with responsibility for the incident, either geographical or functional, to manage an incident by establishing a common set of incident objectives and strategies. This is accomplished without losing or abdicating agency authority, responsibility or accountability.

UNIT - That organizational element having functional responsibility for a specific incident planning, logistic or finance activity.

VESSEL SUPPORT UNIT - Functional unit within the Support Branch of the Logistics Section responsible for implementing the Vessel Routing Plan and coordinating transportation on the water and between shore resources.

VOLUNTEER - Any individual accepted to perform services by the Lead Agency which has the authority to accept volunteer services. A volunteer is subject to the provisions of the authorizing statute.

Section 5 List of Contacts

This section includes tables of contact information for the following:

- Qualified Individuals
- Response contractors
- Waste disposal firms
- Applicable insurance representatives or surveyors

Note: Local, State, and Federal agencies are described in detail in Notification Procedures.

5.1 Qualified Individuals

Qualified Individuals, with their contact information, are listed in Table 2.

5.2 Spill Response Team

WITT O'BRIEN'S	
Master Service Contract – Vendor Number: SCM-00349	
Telephone Number:	985-781-0804 (24 hours)
Address:	2000 Old Spanish Trail, Suite 210 Slidell, LA 70458

The Spill Response Team positions will be filled by personnel from Witt O'Brien's.

5.3 Oil Spill Response Resources

The following companies have been certified by the USCG to provide oil spill response and cleanup services. Targa's Contracting Department maintains up-to-date OSRO contracts / documentation that can be obtained during normal business hours.

Table 17: OSRO Listing

GARNER ENVIRONMENTAL	
Master Service Contract – Vendor Number: SCM-01293	
Telephone Number:	701-577-1200 / 800-4-GARNER (800-424-1716)
Address:	14047 Country Lane; Williston, ND 58801
UNITED STATES ENVIRONMENTAL SERVICES	
Master Service Contract – Vendor Number: ESA-3401	
Telephone Number:	701-872-2122 / 24 hour emergency contact: 888-279-9930
Address:	4490 Sims Street; Dickenson, ND 58601

5.4 Waste Disposal Firms

This service will be managed by Witt O'Brien's.

5.5 Insurance Representatives

COMPANY NAME	SERVICE PROVIDED	CONTACT NUMBER
John L. Wortham and Son, LP	Insurance Broker	713-526-3366
Zurich Insurance	Pollution liability coverage for Badlands operations	Shawn Tate: 713-346-1357

Section 6 Training Procedures

Computerized Training & Employee Training Meetings shall be utilized for training operations and maintenance personnel in accordance to the requirements in 49 CFR §195.403. A large number of courses are also open to Targa personnel, on a required, recommended, or by-request basis, and are detailed below. Approximately 12 hours a year online, per person, is spent in online training courses.

6.1 HAZWOPER Training

Targa pipeline technicians trained to HAZWOPER Operations Level.

Targa provides classroom training during annual 8 hour Block Training Classes. Included in the training are the following topics.

- HAZWOPER Basics
- Incident Command System
- Respiratory Protection
- Hazard Communications
- Fire Extinguisher Use
- Benzene exposure
- Hydrogen Sulfide exposure
- Spill Prevention and Counter Measure Control Plans
- Personal Protective Equipment
- Pipeline Emergency Response Plan

6.1.1 Rescue Training

6.2 Miscellaneous Training

Workplace First Aid and CPR (for business) is conducted in-house on an annual basis.

6.3 Spill Response Training

Individual OSROs are responsible for spill response training for their personnel. Some spill response training is covered for Targa personnel in the In-House Training through the HAZMAT courses, as detailed above. Spill Response Training for Targa Resources, North Dakota will be run by Witt O'Brien's.

6.4 Miscellaneous Training

Twelve hours annually of on-line training is completed by all personnel. This training includes, but is not limited to:

- Lockout/Tagout
- HAZWOPER Basics
- Ergonomics

- Fire Safety
- H_2S
- Blood borne pathogens
- CPR, First Aid

Section 7 Drill Procedures

7.1 Spill Response Team Drills

Facility drills under this plan will follow the National Preparedness for Response Exercise Program (PREP) Guidelines, as revised in August 2002. These guidelines are discussed on the following pages and summarized as follows. The Drill Procedures are run and managed by Witt O'Brien's.

- Qualified Individual notification drills are conducted quarterly. If there are members of the Spill Response Team that are common to more than one zone, those individuals will receive credit for all of their respective zones when they participate in the notification drills for one zone.
- Facility equipment deployment drills will be conducted annually.
- An annual tabletop drill will be held for the Targa Emergency Response Team. However, once within the triennial (3-year) cycle the tabletop drill must be conducted using the WCD for that particular Response Zone.
- One internal unannounced exercise must be conducted annually. This does not have to be a separate exercise. Any of the drills, except the QI Notification Drills, that is conducted unannounced will satisfy this requirement. Annually, Targa should ensure that one of the following exercises is conducted unannounced:
    - Emergency procedures exercise for facilities (optional),
    - Targa Emergency Response Team tabletop exercise, or
    - Equipment deployment exercise.

Equipment deployed in the unannounced drill will count towards the requirements of the equipment deployment exercise. The emergency procedures exercise is being offered as an option for facilities, to provide an additional exercise that may be conducted unannounced.

In addition to the above-listed guidelines, the entire response plan must be exercised during the triennial cycle. An exercise may include one or more of the above drill types, and be credited towards each type conducted.

Targa relies heavily upon OSROs for spill response equipment, as Targa does not maintain a large inventory of response equipment to deploy. The most current PREP guidelines state the following:

The OSRO should provide documentation of completion of the exercise requirements to each plan holder covered by that OSRO

It is the plan holder's (Targa's) responsibility to ensure that the OSRO has completed the equipment deployment exercise requirements and has obtained the necessary documentation.

Records of drills will be maintained by the Supervisor - Environment, Health & Safety. These records will be kept for three years after the drill.

7.2 National Preparedness for Response Exercise Program (PREP) Guidelines - Summary

Purpose

The PREP was developed to establish a workable program to satisfy the response exercise requirements mandated by OPA 90.[19]

Participation

If a facility participates in the PREP and uses this guidance document, all federal exercise requirements of OPA 90 will be met. If the facility does not follow the PREP guidelines, they will have to meet the drill requirements of 49 CFR 194.107(c)(1)(ix).

7.3 Internal Exercises

7.3.1 Definition

Exercises that are conducted wholly within their facility's organization which test the various components of the response plan to ensure that the plan is adequate to meet the needs of the organization for spill response.

Internal exercises include:

- QI Notification Drills
- Targa Emergency Response Team Tabletop Exercises
- Equipment Deployment Exercises
- Emergency Procedures for Facilities (optional)

One of the PREP exercises listed above, with the exception of the QI Notification Drills, must be conducted unannounced. An unannounced exercise is one in which the exercise participants do not have prior knowledge of the exercise, as would be the situation in an actual spill incident.

7.3.2 Certification

All internal exercises should be **self-evaluated** and **self-certified**.

7.4 External Exercises

7.4.1 Definition

Exercises that extend beyond the internal focus of the facility's organization which test the organization's ability to coordinate with the response community to conduct an effective response to a pollution incident.

External exercises include:

- Area Exercises
- Government-Initiated Unannounced Exercises

[19] *The Coast Guard, Environmental Protection Agency (EPA), Department of Transportation's Pipeline and Hazardous Materials Safety Administration (PHMSA), and Department of the Interior's Bureau of Safety and Environmental Enforcement (BSEE) are working to revise the PREP Guidelines to reflect changes to regulations, agency reorganizations, and lessons learned from past preparedness activities and recent response activities. The PREP Guidelines were last revised in 2002. The notice of revision was issued on 2/22/2012.*

7.4.2 Certification

Guidelines for determining successful completion of an exercise and for determining enforcement actions (including but not limited to civil penalties) for an unsuccessful exercise are the responsibility of the individual oversight agencies, based on application of their individual agency regulations.

7.5 Qualified Individual (QI) Notification Exercises

Objective: The purpose of this training is to ensure that the QI (or designee, as designated in the response plan) can be reached in a spill response emergency to carry out his or her required duties.

Overview: The QI Notification Drill involves a field level supervisor contacting the Qualified Individual. A call is made once per quarter, typically during the first week of February, May, August and November. At least once a year the QI Notification exercises should be conducted during **non-business hours**. The form provided at the end of this Fact Sheet shall be used to document the QI Notification. The following information shall be provided:

- Record the name of the QI contacted and the time of notification.
- Record the method of contacting the QI. If contact is made by pager, note the time that the QI returned the call.
- Fill in the certification section of the form in ink. Print name and title, sign, and date the form.
- Return the form to the Oil Spill Coordinator in the Environmental Department. This is a required environmental record. It must be filed and retained for five years.

Training Basis: 33 CFR 154.1055(a)(1) and the National Preparedness for Response Exercise Program (PREP) Guidelines issued August 2002.

Training Schedule: Initial Training is provided to the QIs. The QI drills are conducted quarterly. Credit may be given for this exercise if contact is made for an actual spill event and a proper record is generated.

QUALIFIED INDIVIDUAL (QI) NOTIFICATION DRILL

SCOPE: Exercise communications between facility personnel and QI

OBJECTIVE: Contact made with a QI or designee.

FREQUENCY: Quarterly – A field level supervisor will call one of the QIs listed in this plan (Table 2)

DOCUMENTATION:

Qualified Individual Notification

Name of QI Contacted:_____

Date and time of notification:_____

Check Method of Contact:

☐ Telephone

☐ Pager *

☐ Radio

☐ Other – specify_____

* If contact made by pager, note time QI returned call. _____

Exercise or actual response? _____

Description of notification procedure:_____

_____

_____

Check the following components of the FRP that were exercised during this particular drill:

	Notifications		Disposal of Recovered Material and Contaminated Debris
	Staff Mobilization		Communications
	Ability to Operate Within the Response Management System		Transportation
	Discharge Control		Personnel Support
	Assessment of Discharge		Equipment Maintenance & Support
	Containment of Discharge		Procurement
	Recovery of Spilled Material		Documentation
	Protection of Sensitive Areas		

CERTIFICATION

Name/Title _____
(Print)
Signature/Date: _____

RETURN COMPLETED FORM TO PIPELINE FOREMAN

REQUIRED ENVIRONMENTAL RECORD - RETAIN FOR 5 YEARS

7.6 Targa Emergency Response Team Tabletop Exercise

Objective:

The purpose of this exercise is to ensure that responsible personnel are familiar with the facility's Integrated Oil Spill Facility Response Plan (FRP), and to give them an opportunity to practice and develop their spill management skills.

Overview:

This 8-hour exercise is designed to test the Targa Emergency Response Team's organization, communication, and decision-making capabilities during an oil spill response. The first two hours are devoted to reviewing the facility's FRP and Incident Command Structure. The remaining six hours are spent working an unannounced drill scenario developed prior to the exercise by the Manager of Regulatory Compliance. The Targa Emergency Response Team is exercised in the following:

- Knowledge of the FRP;
- Proper notifications;
- Communication system;
- Ability to access an OSRO
- Coordination of internal organization personnel with responsibility for spill response;
- An annual review of the transition from a local team to a regional, national, and international team, as appropriate;
- Ability to effectively coordinate spill response activity with the National Response System (NRS) infrastructure. If personnel from the NRS are not participating in the exercise, the Targa Emergency Response Team should demonstrate knowledge of response coordination with the NRS;
- Ability to access information in the ACP location of sensitive areas, resources available within the area, unique conditions of the area, etc. This is only applicable if the ACP available for the exercise.

Training Basis: 33 CFR 154.1055(a)(2) & National Preparedness for Response Exercise Program (PREP) Guidelines dated August 2002.

Personnel Requiring Training:

PERSONNEL	RESPONSIBILITIES	TRAINING REQUIRED
Targa Emergency Response Team as defined in the Oil Spill Facility Response Plan (FRP)	Responsibilities for each team member are defined in the FRP.	As described in this fact sheet.

Training Schedule: This exercise must be conducted annually. At least on exercise in a triennial cycle (every three years) shall involve a worst-case discharge scenario as defined in the Oil Spill Facility Response Plan.

TABLETOP EXERCISE

OBJECTIVES:

- Each year, either a tabletop exercise or an equipment deployment exercise must be conducted unannounced.
- One tabletop exercise in three years must use the WCD scenario.
- All components must be exercised during a three-year cycle.
- The answer to yes/no questions should be yes.

FREQUENCY:

Annual

Date: ☐ Time Started: ☐ Time Completed: ☐

Exercise or actual response?_____

If an exercise, announced or unannounced? _____

Location of tabletop_____

Did the exercise use core response management procedures that address scenario types, i.e. facility, pipeline, etc.? (If the answer is no, a separate exercise must be conducted for each scenario type).
☐ Yes ☐ No

Is the Targa Emergency Response Team familiar with specific scenarios as identified in the FRP and operations of each facility? ☐ Yes ☐ No

Was the entire Targa Emergency Response Team utilized? ☐ Yes ☐ No

Was shift change taken into account? ☐ Yes ☐ No

Why was the response initiated?

☐ Announced exercise ☐ Unannounced exercise ☐ Actual response

Location of tabletop: _____

Response plan scenario used (check one):

- ☐ Average most probable discharge (50 bbl)
- ☐ Maximum most probable discharge (1200 bbl)
- ☐ Worst case discharge

What was the size of the (real/simulated) spill? _____ bbls

Described how the following objectives were exercised:

Targa Emergency Response Team's knowledge of oil spill response plan: _____

_____

Proper notification: _____

_____

Communications system: _____

_____

Targa Emergency Response Team's ability to access contracted oil spill removal organizations: _____

_____

Targa Emergency Response Team's ability to coordinate spill response with On-Scene Coordinator, state and applicable agencies:_____

_____

Targa Emergency Response Team's ability to access sensitive site and resource information in the Area Contingency Plan:_____

_____

Check the following components of the FRP that were exercised during this particular drill:

	Notifications		Disposal of Recovered Material and Contaminated Debris
	Staff Mobilization		Communications
	Ability to Operate Within the Response Management System		Transportation
	Discharge Control		Personnel Support
	Assessment of Discharge		Equipment Maintenance & Support
	Containment of Discharge		Procurement
	Recovery of Spilled Material		Documentation
	Protection of Sensitive Areas		

What were the lessons learned?_____

Who is responsible for follow-up of corrective measures? _____

Attach a description of procedures and schedule for implementation of corrective measures.

Certifying Signature (original on file)_____

Note: Use this form in conjunction with the Notification Form for documentation of the Triennial Full Implementation Drill.

Retain this form for a minimum of 3 years to comply with DOT/PHMSA requirements.

7.7 Equipment Deployment Exercise

Objective: To ensure that the *facility-maintained* response equipment identified in the Integrated Oil Spill Facility Response Plan (FRP) is operable and that personnel responsible for operating the equipment are capable of doing so.

Overview: Sites with facility-owned response equipment are required to deploy the equipment identified in the FRP semiannually. The equipment to be deployed should be sufficient to respond to an average most probable discharge, as defined in the FRP (i.e., 50 barrels of oil). It is not necessary for every piece of equipment identified in the plan to be deployed and operated, but only representative samples of each type of equipment. The remainder of the facility-owned equipment must be included in a comprehensive training and maintenance program.

Credit is given for equipment deployment that is conducted by the Oil Spill Removal Organizations (OSROs) identified in the FRP. However, equipment must be deployed in the intended operating environment. The OSRO may provide a single certification of equipment deployed; however, individual records must be available upon request. The OSRO equipment deployment must be conducted annually.

Training Basis: 33 CFR 154.1055(a)(3)(i), 33 CFR 154.1055(a)(3)(ii), and National Preparedness for Response Exercise Program (PREP) Guidelines dated August 2002.

Personnel Requiring Training: Personnel who may deploy response equipment.

Training Schedule: Semi-annual for facility owned and operated equipment. Annual for oil spill removal organization equipment.

Training Materials:

Targa Facility Response Plan (FRP)

Miscellaneous oil spill response equipment owned by Targa is located at the Johnson's Corner Terminal. As the spill response company for Targa, Earthmovers (Strata Corp.) maintains a more complete inventory. This list is included in the FRP for the terminal. As the primary OSRO for Targa, Garner also maintains a more complete inventory.

EQUIPMENT DEPLOYMENT EXERCISE

FREQUENCY:

Semiannual

Each year, either a tabletop exercise or an equipment deployment exercise must be conducted unannounced.

Date(s) performed: _____

Time started: _____

Time OSRO/HSRO called: _____

Time on-scene: _____

Time boom deployed: _____

Time recovery equipment arrived on-scene:_____

Time completed: _____

Equipment deployed was:

☐ Facility-owned

☐ OSRO/HSRO owned (if so, which OSRO/HSRO?)_____

☐ Both

Was the response initiated as an exercise or an actual response?

	Exercise			Announced
	Actual Response			Unannounced

Deployment location(s): _____

List type and amount of all equipment (e.g., boom and skimmers) deployed and number of support personnel employed in exercise:

_____

_____

_____

_____

_____

Describe goals of the equipment deployment and list any Area Contingency Plan strategies tested (attach a sketch of equipment deployments and booming strategies):

_____

_____

_____

_____

_____

_____

_____

For deployment of facility-owned equipment, was the amount of equipment deployed at least the amount necessary to respond to your facility's average most probable spill?

_____

_____

Was the equipment deployed in its intended operating environment? _____

_____

_____

_____

For deployment of OSRO/HSRO-owned equipment, was a representative sample (at least 1000 feet of each boom type and at least one of each skimmer type) deployed? _____

_____

_____

_____

_____

Was the equipment deployed in its intended operating environment? _____

_____

_____

_____

Are all facility personnel that are responsible for response operations involved in a comprehensive training program, and all pollution response equipment involved in a comprehensive maintenance program? _____

_____

_____

If so, describe the program: _____

_____

_____

_____

_____

Date of last equipment inspection: _____

Was the equipment deployed by personnel responsible for its deployment in the event of an actual spill?

Was all deployed equipment operational? If not, why not? _____

_____

_____

_____

_____

Check the following components of the FRP that were exercised during this particular drill:

	Notifications		Disposal of Recovered Material and Contaminated Debris
	Staff Mobilization		Communications
	Ability to Operate Within the Response Management System		Transportation
	Discharge Control		Personnel Support
	Assessment of Discharge		Equipment Maintenance & Support
	Containment of Discharge		Procurement
	Recovery of Spilled Material		Documentation
	Protection of Sensitive Areas		

List person(s) responsible for follow-up of corrective measures: _____

Attach a description of procedures and schedule for implementation of corrective measures.

_____

_____

Certifying Signature_____

Retain this form and other documentation related to this exercise on file for a minimum of 3 years to comply with USCG/PHMSA requirements or a minimum of 5 years to comply with EPA requirements.

7.8 Triennial Cycle of Exercising the Entire Response Plan

The following are the basic types of plan components that must be exercised at least once every 3 years.

7.8.1 Organizational Design

- Notifications
- Staff mobilization
- Ability to operate within the response management system described in the plan

7.8.2 Operational Response

- Discharge control
- Assessment of discharge
- Containment of discharge
- Recovery of spilled material
- Protection of sensitive areas
- Disposal of recovered material and contaminated debris

7.8.3 Response Support

- Communications
- Transportation
- Personnel Support
- Equipment maintenance and support
- Procurement
- Documentation

While not all of these components would necessarily be contained within this plan, those that are applicable should be identified from the list above, and other components should be added or deleted as appropriate.

To satisfy the requirement of the triennial exercise of the entire response plan, it is not necessary to exercise the entire plan all at one time. The plan may be exercised in segments over a period of 3 years, as long as each component of the plan is exercised at least once within the 3 year period.

7.9 Credit for Spill Response

Targa may take credit for internal exercises conducted in response to actual spills. The spill response must be evaluated. Targa must determine which exercises were completed in the spill response. This determination should be based on whether the response effort would meet the objectives of the exercise as listed the PREP guidelines. Targa must document the exercises completed.

Table 18: Internal Exercises in the Triennial Cycle

TYPE OF EXERCISE	NUMBER	COMMENTS*
QI Notification Drills+	12	At least one per year must be during non-business hours.
Targa Emergency Response Team Tabletop Exercises+	3	One must involve a WCD scenario.
Unannounced Exercises+	3	QI notification drills do not satisfy this requirement. Credit for SMT Tabletop or Equipment Deployment conducted on an unannounced basis or for an actual spill response if properly documented.
Facility-owned Equipment Exercises+	6	Unannounced equipment exercise will satisfy one of these.
OSRO Equipment Deployment Exercises	3	Targa is responsible for ensuring exercise of all equipment types cited in the plan that is provided through an OSRO.

**For each type of exercise, credit is given for common members.*

*+Required for **each Response Zone**.*

Section 8 Response Plan Review and Update Procedures

Targa's Safety Manager is responsible for plan review and update. The FRP will be reviewed by appropriate personnel upon submission and subsequent revisions. Revisions and changes should be recorded in a revision table, an example of which is illustrated in Table 19.

The Safety Manager will consider incorporating comments from responsible parties included in the plan, incorporate comments as a result of training or drills, and incorporate comments resulting from plan implementation. In addition, the plan will be reviewed after a Worst Case Discharge, to evaluate and record the plan's effectiveness as well as to incorporate any lessons learned.

The purpose of including comments is to refine the plan so that it may be effectively implemented in the event of an oil spill emergency. Revisions will be recorded, so that a document history is available.

Regulatory updates to the plan are also required by applicable regulations. DOT in 49 CFR 194.121(a) requires the operator to review the FRP every 5 years from the date of plan approval and modify the plan to address new or different operating conditions or information that would significantly affect FRP implementation. If a new or different conditions or information substantially affects the implementation of this plan, changes must be submitted to PHMSA within 30 days of making such change.

DOT defines significant changes to include:

- An extension of the existing pipeline or construction of a new pipeline in a response zone not covered by the previously approved plan;
- Relocation or replacement of 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;
- The type of oil transported, if the type affects the required response resources, such as a change from crude oil to gasoline;
- The name of the oil spill removal organization;
- Emergency response procedures;
- The qualified individual;
- A change in the NCP or an ACP that has significant impact on the equipment appropriate for response activities; and
- Any other information relating to circumstances that may affect full implementation of the plan.

The changes listed above require immediate revision of the FRP and re-submission to PHMSA within 30 days of making the change (49 CFR 194.121(b)).

PHMSA may also request a pipeline operator to revise and resubmit a response plan based on the agency's review of the plan.

Table 19: FRP Revision Record

DATE	REVISION NUMBER / DESCRIPTION	AFFECTED SECTIONS
January, 2014	Revision 0 / Original FRP	All

Section 9 Response Zone Appendices

The entire area covered by this Facility Response Plan is covered under one Response Zone. Therefore, all of the response information is included in Section 1 of this manual.

Section 10 Appendix A. References, Definitions, and Acronyms

10.1 References

- Public Law 101-380, as enacted in 33USC 1321(j), Section 311(j).
- 49 CFR §194 - Response Plans for Onshore Oil Pipelines
- National Preparedness for Response Exercise Program (PREP) Guidelines; Department of Transportation, Environmental Protection Agency, Department of the Interior, August 1994.
- Training Reference for Oil Spill Response; Department of Transportation, Environmental Protection Agency, Department of the Interior, August 1994.
- Coast Guard - Oil Spill Removal Organization (OSRO) Classification Guidelines dated December 28, 1995.
- National Contingency Plan, published in the Federal Register on July 1, 1994.
- Area Contingency Plan, US EPA Region 8 Mountains and Plains Area Contingency Plan North Dakota[20].

[20] *This ACP is currently 'under construction', and will not be available until summer 2014. We will add the Regional Contingency Plan, and note that the ACP is unavailable at present. Personal communication, Bernadette Rose, EPA.*

10.2 Definitions and Acronyms

Adverse weather	The weather conditions considered by the operator in identifying the response systems and equipment to be deployed in accordance with a response plan, including wave height, ice conditions, temperature, weather-related visibility, and currents within the inland or Coastal Response Zone [identified in the National Contingency Plan (40 CFR part 300)] in which those systems or equipment are intended to function.
ACP	Area Contingency Plan
Barrel (bbl)	42 United States gallons at 60 degrees Fahrenheit (15.6˚ celsius).
Breakout tank	A tank used to : (1) relieve surges in an oil pipeline system or (2) receive and store oil transported by a pipeline for reinjection and continued transportation by pipeline.
Coastal Zone	All United States waters subject to the tide, United States waters of the Great Lakes and Lake Champlain, specified ports and harbors on inland rivers, waters of the contiguous zone, other waters of the high seas subject to the National Contingency Plan, and the land surface or land substrate, ground waters, and ambient air proximal to those waters. (The term "coastal zone" delineates an area of federal responsibility for response action. Precise boundaries are determined by agreements between the Environmental Protection Agency (EPA) and the U.S. Coast Guard (USCG), and are identified in Federal Regional Contingency Plans and Area Contingency Plans.)
Complex	A facility possessing a combination of transportation-related and non-transportation-related components that is subject to the jurisdiction of more than one Federal agency under section 311(j) of the Clean Water Act.
Contract or other approved	(1) A written contract or other legally binding agreement between the operator and a response contractor or other spill response organization identifying and ensuring the availability of the specified personnel and equipment within stipulated response times for a specified geographic area; (2) Certification that specified equipment is owned or operated by the pipeline operator, and operator personnel and equipment are available within stipulated response times for a specified geographic area; or (3) Active membership in a local or regional oil spill removal organization that has identified specified personnel and equipment to be available within stipulated response times for a specified geographic area.
DOT	Department of Transportation

Environmentally sensitive area	An area of environmental importance which is in or adjacent to navigable waters.
FRP	Facility Response Plan
FWPCA	Federal Water Pollution Control Act
Fish and wildlife and sensitive environments	Areas that may be identified by either their legal designation or by evaluations of Area Committees (for planning) or members of the Federal On-Scene Coordinator's spill response structure (during responses). These areas may include wetlands, National and State parks, critical habitats for endangered/threatened species, wilderness and natural resource areas, marine sanctuaries and estuarine reserves, conservation areas, preserves, wildlife areas, wildlife refuges, wild and scenic rivers, recreational areas, national forests, Federal and State lands that are research national areas, heritage program areas, land trust areas, and historical and archeological sites and parks. These areas may also include unique habitats such as: aquaculture sites and agricultural surface water intakes, bird nesting areas, critical biological resource areas, designated migratory routes, and designated seasonal habitats.
HAZWOPER	Hazardous Waste Operations and Emergency Response HAZWOPER training was mandated by Congress in 1986 when Congress passed SARA (Superfund Amendments Reauthorization Act), which charged the Occupational Safety and Health Administration (OSHA) to come up with standards to train people who will clean up hazardous waste and materials.
High volume area	An area which an oil pipeline having a nominal outside diameter of 20 inches or more crosses a major river or other navigable waters, which, because of the velocity of the river flow and vessel traffic on the river, would require a more rapid response in case of a worst case discharge or substantial threat of such a discharge.
Injury	A measurable adverse change, either long- or short-term, in the chemical or physical quality or the viability of a natural resource resulting either directly or indirectly from exposure to a discharge of oil, or exposure to a product of reactions resulting from a discharge of oil.
Inland area	The area shoreward of the boundary lines defined in 46 CFR Part 7, except that in the Gulf of Mexico, it means the area shoreward of the lines of demarcation (COLREG lines) defined in 33 CFR 80.740-80.850. The inland area does not include the Great Lakes.
Inland zone	The environment inland of the coastal zone excluding the Great Lakes, Lake Champlain, and specified ports and harbors on inland rivers. (The term inland zone delineates an area of federal responsibilities for response actions. Precise boundaries are determined by agreements between the EPA and the USCG and are identified in Federal Regional Contingency Plans.)

Line section	A continuous run of pipe that is contained between adjacent pressure pump stations, between a pressure pump station and a terminal or breakout tank, between a pressure pump station and a block valve, or between adjacent block valves.
Major river	A river that, because of its velocity and vessel traffic, would require a more rapid response in case of a worst case discharge.
Maximum extent practicable	The limits of available technology and the practical and technical limits on a pipeline operator in planning the response resources required to provide the on-water recovery capability and the shoreline protection and cleanup capability to conduct response activities for a worst case discharge from a pipeline in adverse weather.
MSA	Master Service Agreement
Navigable waters	The waters of the United States, including the territorial sea and such waters as lakes, rivers, streams; waters which are used for recreation; and waters from which fish or shellfish are taken and sold in interstate or foreign commerce.
Oil	Oil of any kind or in any form, including, but not limited to, petroleum, fuel oil, vegetable oil, animal oil, sludge, oil refuse, and oil mixed with wastes other than dredged spoil.
OPA 90	Oil Pollution Act of 1990
Oil Spill Removal Organization (OSRO)	An entity that provides response resources
On-Scene Coordinator (OSC)	The federal official designated by the Administrator of the EPA or by the Commandant of the USCG to coordinate and direct federal response under Subpart D of the National Contingency Plan (40 CFR Part 300)
Onshore oil pipeline facilities	New and existing pipe, rights-of-way and any equipment, facility or building used in the transportation of oil located in, on, or under, any land within the United States other than submerged land.
Operator	A person who owns or operates onshore oil pipeline facilities.
PHMSA	Pipeline and Hazardous Materials Safety Administration The division of the DOT responsible for regulations for pipeline operations in accordance with OPA 90
Pipeline	All parts of an onshore pipeline facility through which oil moves including, but not limited to, line pipe, valves, and other appurtenances connected to line pipe, pumping units, fabricated assemblies associated with pumping units, metering and delivery stations and fabricated assemblies therein, and breakout tanks.

Qualified Individual (QI)	An English-speaking representative of an operator, located in the United States, available on a 24-hour basis, with full authority to: activate and contract with required oil spill removal organization(s); activate personnel and equipment maintained by the operator; act as liaison with the OSC; and obligate any funds required to carry out all required or directed oil response activities.
Response activities	The containment and removal of oil from the water and shorelines, the temporary storage and disposal of recovered oil, or the taking of other actions as necessary to minimize or mitigate damage to the environment.
Response area	The inland zone or coastal zone, as defined in the National Contingency Plan (40 CFR Part 300), in which the response activity is occurring.
Response plan	The operator's core plan and the response zone appendices for responding, to the maximum extent practicable, to a worse case discharge of oil, or the substantial threat of such a discharge.
Response resources	The personnel, equipment, supplies, and other resources necessary to conduct response activities.
Response zone	A geographic area either along a length of pipeline or including multiple pipelines, containing one or more adjacent line sections, for which the operator must plan for the deployment of, and provide, spill response capabilities. The size of the zone is determined by the operator after considering available capability, resources, and geographic characteristics.
Specified minimum yield strength (SMYS)	The minimum yield strength, expressed in pounds per square inch, prescribed by the specification under which the material is purchased from the manufacturer.
Stress level	The level of tangential or hoop stress, usually expressed as a percentage of specified minimum yield strength.
UGS	Underground Storage
Worst case discharge (WCD)	The largest foreseeable discharge of oil, including a discharge from fire or explosion, in adverse weather conditions. This volume will be determined for each response zone and calculated in accordance with regulations issued by the USCG, DOT, and EPA.

Section 11 Appendix B. Facility Maps

The Targa facility maps, including all P&IDs, are stored in the Company office in Houston, Texas. Refer to Section 1.1 for the address of this office. Copies can also be obtained from the GIS personnel in the Houston, Texas office.

Section 12 Appendix C. Environmentally Sensitive Areas

12.1 Response Actions for Environmentally Sensitive Areas

This subsection of the plan is provided to identify areas of economic importance and environmental sensitivity to help OSROs locate and prioritize areas for spill protection. This plan focuses on drinking and cooling water intakes (economic areas). However, it also includes streams, bayous, rivers, national forests, wildlife management areas, etc. adjacent to the pipeline system as sensitive environments for protection in the event of an oil spill.

Since the identification of economically and environmentally sensitive areas is an ongoing activity, this plan should be updated as changes occur. In addition, this presentation should be updated as required by regulatory requirements for FRP updates.

12.1.1 Areas of Economic Importance and Environmental Sensitivity

Inserts at the end of this section present maps showing economically important points (fleeting areas, crossings, etc.) on the USACE Navigation Charts. These inserts also present maps of environmentally sensitive areas for North Dakota along the pipeline routes.

12.1.2 Economically Sensitive Areas to Monitor or Protect

These areas are those, which, if impacted by spilled oil, may result in threats to public safety or health. These include commercial water intakes, highly developed or populated public areas, or marinas/fleeting areas.

Developed - These areas are defined as areas with a concentrated presence of man-made structures. The impacts are in terms of public safety, visibility, aesthetics, and public relations as well as oiling of piers and potential property damage/loss of use claims. High costs for cleanup may be incurred in these areas.

Water Intakes - Intakes for commercial, industrial and municipal water usage are subject to impacts due to safety hazards, loss of use and damage claims. Information regarding location of the intake is presented on the maps in this section.

Recreation Area - Publicly accessible recreation areas generally have good water/shoreline access for logistical purposes. More importantly these areas should be monitored for potential public safety/health threats.

Marina/Fleeting Areas - Marinas have a great potential for public exposure to hazards and damage claims and should be boomed to exclude oil.

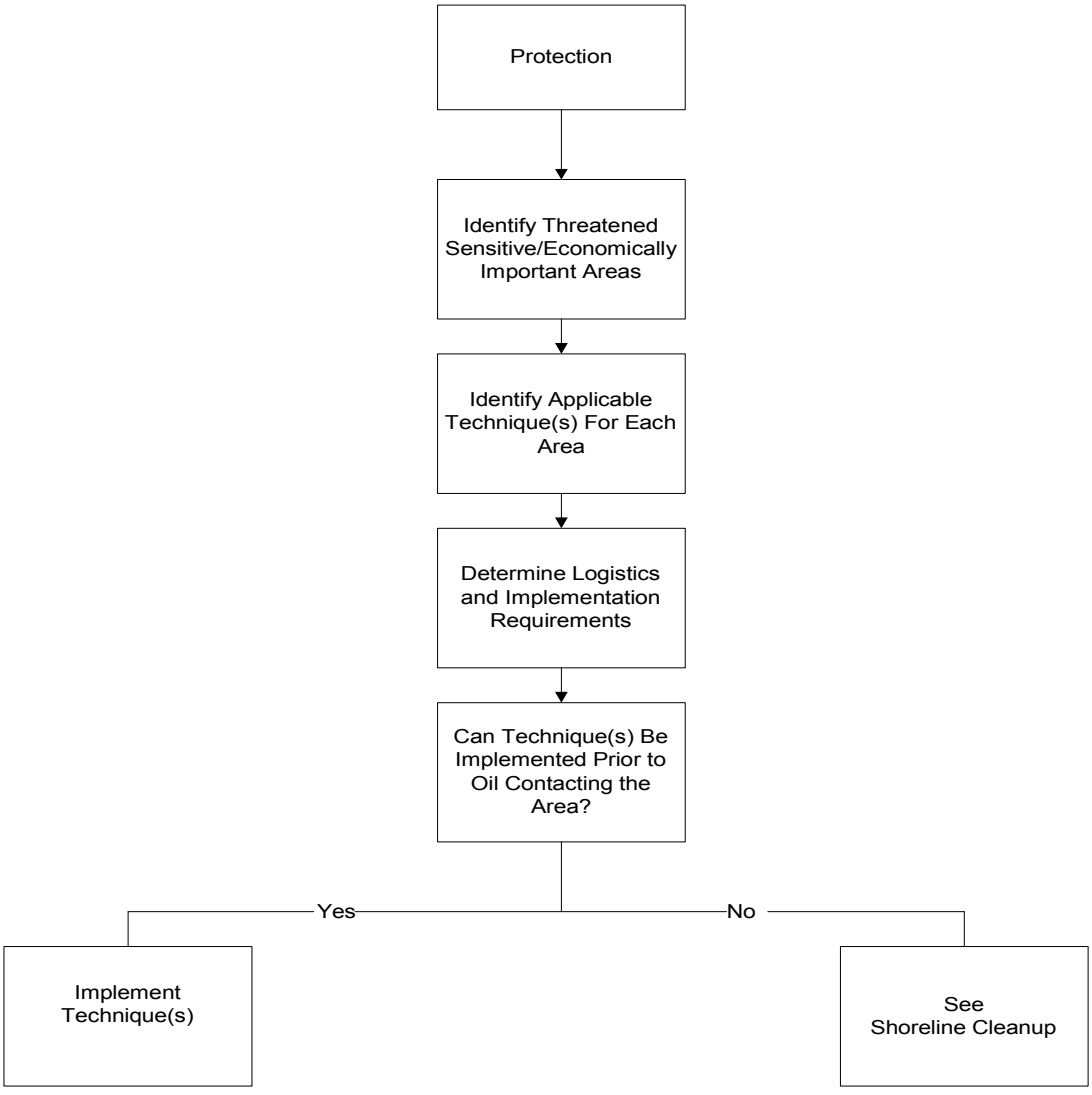
12.2 Sensitive Area Identification and Protection

In most spill situations, there is rarely sufficient time to research the locations and nature of downstream sensitive areas. Therefore, the primary aquatic sensitive areas of interest that may be impacted by a spill are depicted on the full color maps in this section. These maps and the accompanying figures identify locations and descriptions, relative sensitivities, recommended protection measures, and other information on each identified sensitive area. A relative sensitivity rating has been given to each of the sensitive areas. These ratings are based on their tolerance to oil spills and the general perceived intrinsic value of the resource.

Protection refers to the implementation of techniques or methods to prevent oil from making contact with a shoreline or aquatic area that is determined to be sensitive for environmental, economic, cultural, or human use reasons. Implementation of sensitive area protection techniques must consider a number of factors, several of which are included in Figure 6, the Protection Technique Selection Guide. Figure 16: Sensitive Area Protection Implementation Sequence and Figure 17: Protection Operation Prioritization Guide are included in this section for reference purposes while making protection operation decisions.

The common protection techniques are summarized in Table 16. Spill detection and mitigation is discussed in detail in Spill Detection and On-Scene Spill Mitigation Procedures.

Figure 16: Sensitive Area Protection Implementation Sequence



12.3 Prioritization of Sensitive Areas for Protection

It is seldom possible to protect large sections of shoreline following a major spill. Limitations of time, manpower, equipment, water currents, and weather conditions will often restrict the number of areas that can be protected. Therefore, if more than one sensitive area is threatened, the setting of protection priorities becomes an important element of a rapid and effective response.

The need to protect a particular sensitive area or section of shoreline is directly related to the following:

- Presence of an environmental, cultural, human use, and/or economical sensitive feature
- Potential degree of oil impact
- Relative level of sensitivity (see Section Identification of Sensitive Areas)
- Potential oil residence time
- Feasibility of effectively implementing a protection technique prior to oil contacting the shoreline

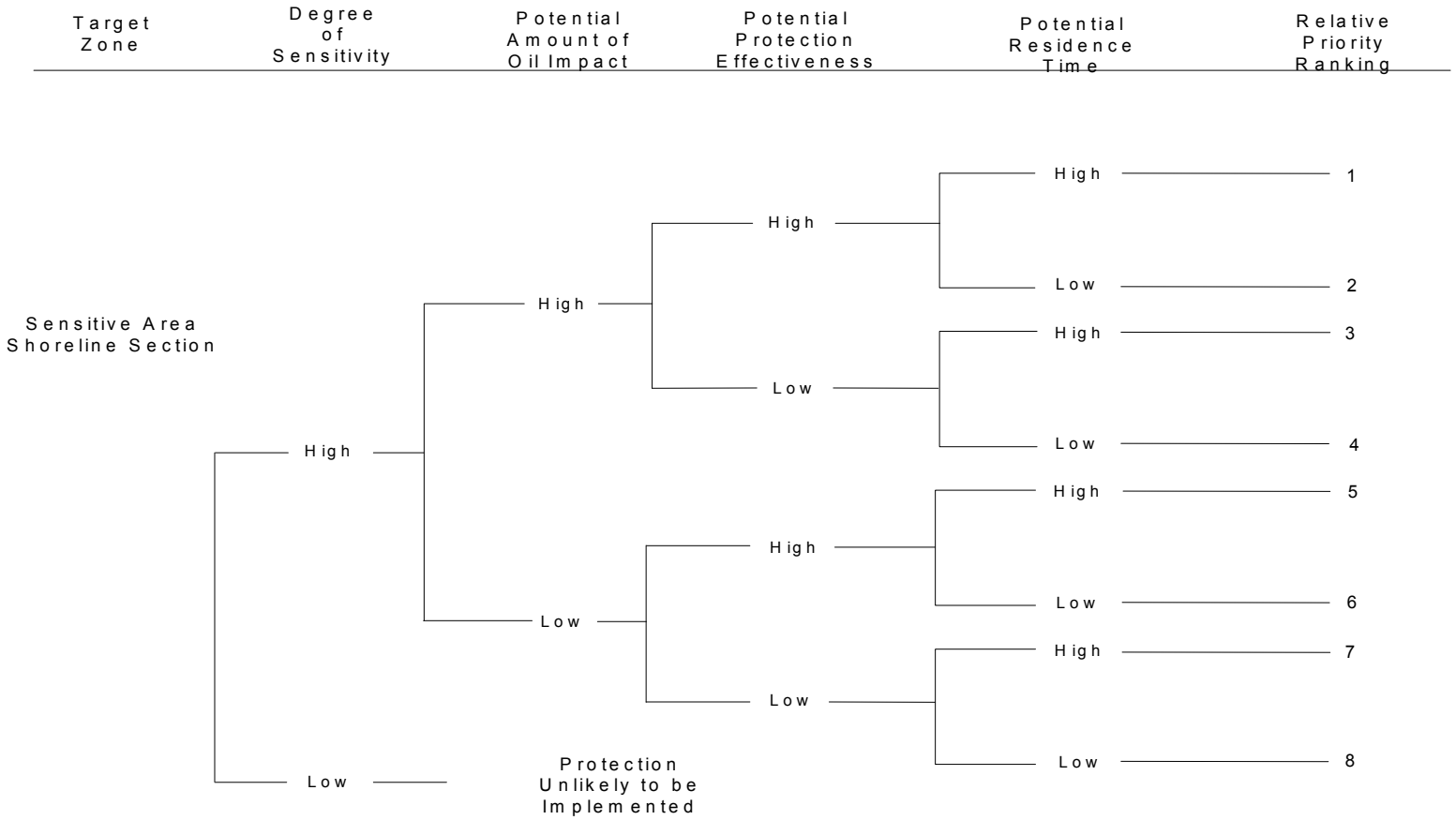
Figure 17 illustrates how these variables can be combined into a general decision guide for selecting relative protection priorities. Explanations of how each variable influences prioritization are provided below.

12.3.1 Sensitive Features

In addition to the sensitive areas identified in Identification of Sensitive Areas Section, other shorelines may possess certain features that are also considered sensitive. These features, listed in order of relative sensitivity, typically include the presence of the following:

- Light to moderate bird or waterfowl use areas
- Small marsh or wetland areas
- Residential or commercial waterfront areas
- Recreation or high public use areas
- Boat launching ramps
- Other similar areas

Figure 17: Protection Operation Prioritization Guide



12.3.2 Potential Degree of Impact

The potential for oil to make contact with a section of shoreline can be estimated using the information included in Section 3. The amount of oil that reaches a shoreline depends in part on the quantity spilled and the cohesiveness of the slick. If the quantity spilled is large, the slick does not break into patches or streamers, and it is headed directly at a section of shoreline, the potential degree of impact would be high. Conversely, if the slick has dispersed into patches, the potential degree of impact could be low. The potential is best determined by trajectory estimates followed by aerial reconnaissance.

12.3.3 Potential Residence Time

The potential oil residence time is primarily dependent on the:

- Degree of impact
- Type of shoreline sediments
- Level of exposure to the elements

In general, higher degrees of impact, coarser, well sorted sediments, and lower levels of exposure to wind, waves, currents, and natural flushing will increase the residence time of the oil on the shoreline. The sediment type can have the greatest effect on residence time as coarser grain sediments usually permit the oil to penetrate deeper into the shoreline but also allow for greater natural flushing and degradation. Finer grained sediments typically inhibit penetration but if oil does become incorporated into the sediments, residence time will increase.

Lower levels of exposure, such as in protected backwater areas or narrow sloughs, will increase the residence time due to the decreased natural flushing action by wind and vessel-generated waves and currents.

12.3.4 Technique Effectiveness

The probable effectiveness or success of protecting a particular area would be evaluated at the time of a spill and is primarily dependent on:

- Current and wind conditions
- Availability of the required equipment, manpower, and logistics
- Accessibility of shoreline
- Time available to implement the technique prior to shoreline contact

Typically, the probable effectiveness would decrease if;

- High winds and currents were present,
- Only limited manpower, equipment, and logistical support were available,
- The shoreline was relatively inaccessible, and
- Little time was available prior to shoreline contact.

In this case, protection efforts should focus on other areas with a higher probability of success.

12.4 Environmentally Sensitive Areas (ESAs) – Maps

The following pages include maps illustrating the relationship between facilities operated by Targa and the locations of water resources and ESAs. Included on the maps are the 1-mile and 5-mile buffer zones and the WCD segment.

CRUDE PIPELINE RESPONSE ZONE 1 with RIVERS, DRINKING WATER, AND ECOLOGICAL SENSITIVE AREAS

TARGA

LEGEND

- Targa North Dakota Crude Pipelines
- Grasslands Gathering 10" Line (Worse Case Scenerio)
- 1 Mile Ecologically Sensitive Area Buffer of Targa Crude Pipelines
- 5 Mile Drinking Water Buffer of Targa Crude Pipelines
- Rivers
- Ecologically Sensitive Areas
- Drinking Water
- High Population Areas
- Other Populated Areas

The data sets representing High Population Areas, Other Populated Areas, and Commercially Navigable Waterways are derived from the Pipeline Integrity Management in High Consequence Areas rulemaking [IMP Rulemaking]. The current layers for High Population Areas (HPA) and Other Populated Areas (OPA) are based on 2010 Census geographic data

The Commercially Navigable Waterway data is derived from Bureau of Transportation Statistics National Waterways Network database [BTS National Waterways Network], excluding all non-commercial routes designated as no-traffic, non-navigable, and/or for special vessels such as fishing, power, and recreational boats.

5 Mile Drinking Water Buffer of Crude Pipelines

1 Mile Ecologically Sensitive Area Buffer of Crude Pipelines

103°45'0"W 103°30'0"W 103°15'0"W 103°0'0"W 102°45'0"W 102°30'0"W

48°0'0"N 47°45'0"N 47°30'0"N

Williston Alexander Arnegard Watford City Four Bears Village New Town Mandaree Killdeer

Clear Creek Little Knife River Timber Creek Tobacco Garden Creek Cherbonneau Creek Horse Creek Cherry Creek Beaver Creek Little Missouri River Crosby Creek Spring Creek Bicycle Creek

DOCS DRAW MORMON BUTTE KILLDEER MOUNTAINS BLUE BUTTES

US-85

LOCATION MAP

MONTANA NORTH DAKOTA SOUTH DAKOTA WYOMING

RCP Inc.
801 Louisiana, Suite 200
Houston, TX 77002
(713) 655 8080

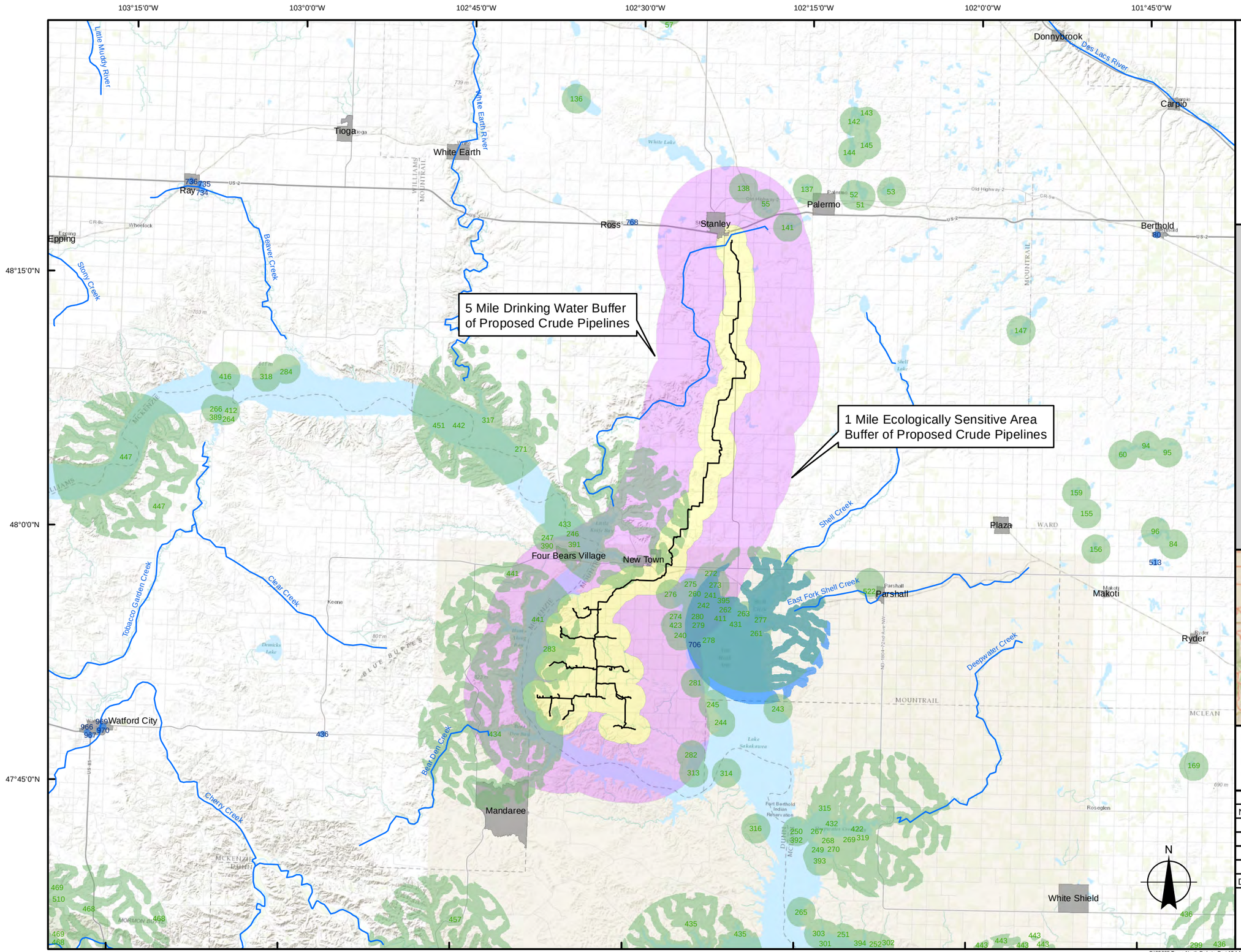
RCP

Revisions		
No.	Description	Date
1	Created Response Zones/Locate worse case scenerio	1/07/2014
Drawn By: MLH		1/07/2014

1 inch = 5.68 miles

0 1 2 4 6 8 10 Miles

P:\83005 Targa North Dakota Part 194 Applicability Analysis\GIS\MAPS\TARGA CRUDE PIPELINE RESPONSE ZONE 1 MAP.mxd



TARGA

MYRMIDON NEW TOWN TO STANLEY CRUDE PIPELINE (IN RESPONSE ZONE 1) with RIVERS, DRINKING WATER, AND ECOLOGICAL SENSITIVE AREAS

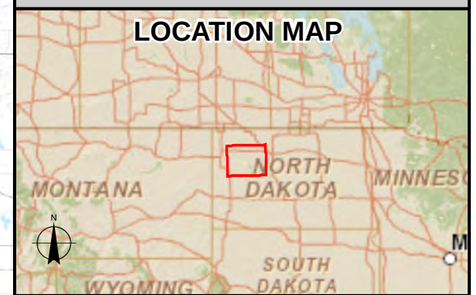
LEGEND

- Targa North Dakota Crude Pipelines
- Myrmidon Asbuilt to Date 11-25-2013
- 1 Mile Ecologically Sensitive Area Buffer of Targa Proposed Crude Pipelines
- 5 Mile Drinking Water Buffer of Targa Proposed Crude Pipelines
- Rivers
- Ecologically Sensitive Areas
- Drinking Water
- High Population Areas
- Other Populated Areas

The data sets representing High Population Areas, Other Populated Areas, and Commercially Navigable Waterways are derived from the Pipeline Integrity Management in High Consequence Areas rulemaking [IMP Rulemaking]. The current layers for High Population Areas (HPA) and Other Populated Areas (OPA) are based on 2010 Census geographic data

The Commercially Navigable Waterway data is derived from Bureau of Transportation Statistics National Waterways Network database [BTS National Waterways Network], excluding all non-commercial routes designated as no-traffic, non-navigable, and/or for special vessels such as fishing, power, and recreational boats.

LOCATION MAP



RCP Inc.
801 Louisiana, Suite 200
Houston, TX 77002
(713) 655 8080

RCP

Revisions

No.	Description	Date
1	Created Response Zones	1/07/2014
Drawn By: MLH		1/07/2014

1 inch = 6.31 miles

0 1 2 4 6 8 10 Miles

P:\83005 Targa North Dakota Part 194 Applicability Analysis\GIS\MAPS\MYRMIDON NEW TOWN TO STANLEY CRUDE PIPELINE IN RESPONE ZONE 1.mxd

Section 13 Appendix E. ICS Compatible Site Safety and Health Plan

The ICS Compatible Site Safety and Health Plan is designed for safety and health personnel that use the Incident Command System (ICS). It is compatible with ICS and is intended to meet the requirements of the Hazardous Waste Operations and Emergency Response regulation (Title 29, Code of Federal Regulations, Part 1910.120). The plan avoids the duplication found between many other site safety plans and certain ICS forms. It is also in a format familiar to users of ICS. Although primarily designed for oil and chemical spills, the plan can be used for all hazard situations.

The ICS Compatible Site Safety and Health Plan was initiated at U.S. Coast Guard Headquarters, Office of Response [(Commandant (G-MOR-3)] in 1998. Several Coast Guard personnel were involved in the development and review of the plan. Industry representatives were also involved in the review and refinement of the plan.

Questions on the document should be addressed to the Coast Guard Office of Response at (202) 267-0448.

Site Safety and Health Plan ICS-208-CG (rev 9/06)

Incident Name: _____ Date/Time Prepared: _____ Operational Period: _____

Purpose. The ICS Compatible Site Safety and Health Plan is designed for safety and health personnel that use the Incident Command System (ICS). It is compatible with ICS and is intended to meet the requirements of the Hazardous Waste Operations and Emergency Response regulation (Title 29, Code of Federal Regulations, Part 1910.120). The plan avoids the duplication found between many other site safety plans and certain ICS forms. It is also in a format familiar to users of ICS. Although primarily designed for oil and chemical spills, the plan can be used for all hazard situations.

Questions on the document should be addressed to the Coast Guard Office of Incident Management and Preparedness (G-RPP).

Table of Forms

FORM NAME	FORM #	USE	REQUIRED	OPTIONAL	ATTACHED
Emergency Safety and Response Plan	A	Emergency response phase (uncontrolled)	X		
Site Safety Plan	B	Post-emergency phase (stabilized, cleanup)	X		
Site Map	C	Post-emergency phase map of site and hazards	X		
Emergency Response Plan	D	Part of Form B, to address emergencies	X		
Exposure Monitoring Plan	E	Exposure monitoring Plan to monitor exposure	X		
Air Monitoring Log	E-1	To log air monitoring data	X*		
Personal Protective Equipment	F	To document PPE equipment and procedures	X*		
Decontamination	G	To document decon equipment and procedures	X*		
Site Safety Enforcement Log	H	To use in enforcing safety on site		X	
Worker Acknowledgement Form	I	To document workers receiving briefings		X	
Form A Compliance Checklist	J	To assist in ensuring HAZWOPER compliance		X	
Form B Compliance Checklist	K	To assist in ensuring HAZWOPER compliance		X	
Drum Compliance Checklist	L	To assist in ensuring HAZWOPER compliance		X	
Other:					

** Required only if function or equipment is used during a response*

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EMERGENCY SAFETY and RESPONSE PLAN	1. Incident Name	2. Date/Time Prepared	3. Operational Period	4. Attachments: **Attach MSDS for each Chemical:**
5. Organization IC/UC:	Safety: Div/Group Supv:	Entry Team:	Backup Team:	Decon Team:
6.a. Physical Hazards and Protection	6.b. Confined Space ☐ Noise ☐ Heat Stress ☐ Cold Stress ☐ Electrical ☐ Animal/Plant/Insect ☐ Ergonomic ☐ Ionizing Rad ☐ Slips/Trips/Falls ☐ Struck by ☐ Water ☐ Violence ☐ Excavation ☐ Biomedical waste and/or needles ☐ Fatigue ☐ Other (specify)			

6.c. Tasks & Controls	6d Entry Permit	6.e. Ventilate	6f. Hearing Protection	6g. Shoes (type)	6.h. Hard Hats	6i. Clothing (cold wx)	6j. Life Jacket	6l. Work/ Rest (hrs)	6.m. Fluids (amt/time)	6.n. Signs & Barricade	6.p. Fall Protect	6.q. Post Guards	6.r. Flash Protect	6.s. Work Gloves	6.t. Other

7.a. Agent	7.b. Hazards		7.c. Target Organs	7.d. Exposure Routes	7.f. PPE	7.g. Type of PPE
	Explosive ☐ Flammable ☐ Reactive ☐ Biomedical ☐ Toxic ☐	Radioactive ☐ Carcinogen ☐ Oxidizer ☐ Corrosive ☐ Specify Other: ☐	Eyes ☐ Nose ☐ Skin ☐ Ears ☐ Central Nervous System ☐ Respiratory ☐ Throat ☐ Lungs ☐ Heart ☐ Liver ☐ Kidney ☐ Blood ☐ Lungs ☐ Circulatory ☐ Gastrointestinal ☐ Bone ☐ Other Specify: ☐	Inhalation ☐ Absorption ☐ Ingestion ☐ Injection ☐ Membrane ☐ ☐	Face Shield ☐ Eyes ☐ Gloves ☐ Inner Suit ☐ Splash Suit ☐ Level A Suit ☐ SCBA☐ APR☐ SAR ☐ Cartridges ☐ Fire Resistance☐	

8. Instruments:	8.a. Action Levels	8.b. Chemical Name(s):	8.c. LEL/UEL %	8.d. Odor Thresh Ppm	8.e. Ceiling/ IDLH	8.f. STEL/TLV	8.g. Flash Pt/ Ignition Pt (F or C)	8.h. Vapor Pressure (mm)	8.i. Vapor Density	8.j. Specific Gravity	8.l. Boiling Pt F or C
O2 ☐											
CGI ☐											
Radiation ☐											
Total HCs ☐											
Colorimetric ☐											
Thermal ☐											
Other ☐											

EMERGENCY SAFETY and RESPONSE PLAN (Cont)	1. Incident Name	2. Date/Time Prepared	3. Operational Period	4. Attachments: **Attach MSDS for each Chemical**

9. Decontamination:				
Instrument Drop Off ☐	Suit Wash ☐	Bottle Exchange ☐	SCBA/Mask Rinse ☐	Intervening Steps ☐ Specify:
Outer Boots/Glove Removal ☐	Decon Agent: Water ☐	Outer Suit Removal ☐	Inner Glove Removal ☐	
Suit/Gloves/Boot Disposal ☐	Other ☐	Inner Suit Removal ☐	Work Clothes Removal ☐	
	Specify:	SCBA/Mask Removal ☐	Body Shower ☐	

10. Site Map. Include: Work Zones, Locations of Hazards, Security Perimeter, Places of Refuge, Decontamination Line, Evacuation Routes, Assembly Point, Direction of North
☐ Attached, ☐ Drawn Below:

11.a. Potential Emergencies:	11.b. Evacuation Alarms:	11.c Emergency Prevention and Evacuation Procedures:
Fire ☐	Horn ☐ # Blasts ☐	Safe Distance:
Explosion ☐	Bells ☐ #Rings ☐	
Other ☐	Radio Code ☐	
	Other:	

12. a. Communications:	12.b. Command #:	12.c. Tactical #:	12.d. Entry #:
Radio ☐ Phone ☐ Other ☐			

13.a. Site Security: Personnel Assigned	13.b. Procedures:	13.c. Equipment:
14.a. Emergency Medical: Personnel Assigned	14.b. Procedures:	14.c Equipment:
15. Prepared by:	16. Date/Time Briefed:	**ICS-208-CG SSP-A Page 2. (rev 9/06):** Page _____ of _____

EMERGENCY SAFETY AND RESPONSE PLAN (ICS-208-CG SSP-A)

Purpose: The Emergency Safety and Response Plan provides the Safety Officer and ICS personnel a plan for safeguarding personnel during the initial emergency phase of the response. *It is only used during the emergency phase of the response, which is defined as a situation involving an uncontrolled release.* It is also intended to meet the requirements of the Hazardous Waste Operations and Emergency Response (HAZWOPER) regulation, Title 29 Code of Federal Regulations Part 1910.120.

Preparation: The Safety Officer or his/her designated staff starts the Emergency Site Safety and Response Plan. They initially address the hazards common to all operations involved in the response (initial site characterization). Outside support organizations must be contacted to ensure the plan is consistent with other plans (local, state, other federal plans). Form ICS-208-CG SSP-G need not be completed if this form is used. When the operation proceeds into the post-emergency phase (site stabilized and cleanup operations begun) forms ICS-208-CG SSP-B and ICS-208-CG SSP-G should be used. For large incidents, the Emergency Site Safety and Response Plan complements the Incident Action Plan. For smaller incidents, the Emergency Site Safety and Response Plan complements ICS-201.

Distribution: The Emergency Safety and Response Plan completed by the Safety Officer is forwarded to the Planning Section Chief. Copies are made and attached to the Assignment List(s) (ICS Form 204). The Operations Section Chief, Directors, Supervisors or Leaders get a copy of the plan. They must ensure it is available on site for all personnel to review. The Safety Officer is responsible for ensuring that the Emergency Site Safety and Response Plan properly addresses the hazards of the operation. The Safety Officer accomplishes this through on site enforcement and feedback to the operational units.

Instructions:

Item #	Item Title	Instructions
1	Incident Name	Print the name assigned to the incident.
2	Date/Time Prepared	Enter date (month, day, year) prepared.
3	Operational Period	Enter the time interval for which the assignment applies.
4	Attachments	Enter attachments. Material Safety Data Sheets are mandatory under 1910.120. Safe Work Practices may also be attached.
5	Organization	List the personnel responsible for these positions. IC and Safety Officer are mandatory.
6	Physical Hazards & Protection	Check off the physical hazards at the site. Identify the major tasks involved in the response (skimming, lightering, overpacking, etc.). Check off the controls that would be used to safeguard workers from the physical hazards for each major task.
7	Chemical/Agent	List the chemicals involved in the response. Chemicals may be listed numerically. Check off the hazards, potential health effects, pathway of dispersion, and exposure route of the chemical. Numbers corresponding to the chemical may be entered into the check blocks to differentiate. Check off the PPE to be used. Identify the type of PPE selected (for example: gloves: butyl rubber).
8	Instruments	Indicate the instruments being used for monitoring. List the action levels adjacent to the instruments being used. Identify the chemicals being monitored (2). List the physical parameters of the chemicals. Use a separate form for additional chemicals monitored.

EMERGENCY SAFETY AND RESPONSE PLAN (FORM ICS-208-CG SSP-A) (Instructions Continued)

9	Decontamination	Check off the decontamination steps to be used. Numbers may be entered to indicate the preferred sequence. Identify any intervening steps necessary on the form or in a separate attachment.
10	Site Map	Draw a rough site map. Ensure all the information listed is identified on the map.
11	Potential Emergencies	Identify any potential emergencies that may occur. If none, so state. Check off the appropriate alarms that may be used. Identify emergency prevention and evacuation procedures in the space provided or on a separate attached sheet.
12	Communications	Indicate type of site communications (phone, radio). Indicate phone numbers or frequencies for the command, tactical and entry functions.
13	Site Security	Identify the personnel assigned. Identify security procedures in the space provided or on a separate attached sheet. Identify the equipment needed to support security operations.
14.	Emergency Medical	Identify the personnel assigned. Identify emergency medical procedures in the space provided or on a separate attached sheet. Identify the equipment needed to support security operations.
15.	Prepared by:	Enter the name and position of the person completing the worksheet.
16.	Date/time briefed:	Enter the date/time the document was briefed to the appropriate workers and by whom.

CG ICS SITE SAFETY PLAN (SSP) HAZARD ID/EVAL/CONTROL	1. Incident Name	2. Date/Time Prepared	3. Operational Period	4. Safety Officer (include method of contact)
5. Supervisor/Leader	6. Location and Size of Site	7. Site Accessibility Land☐ Water☐ Air ☐ Comments:	8. For Emergencies Contact:	9. Attachments: **Attach MSDS for each Chemical**

10.a. Job Task/Activity	10.b. Hazards***** ⇨	10.c. Potential Injury & Health Effects	10.d. Exposure Routes	10.e. Controls: Engineering, Administrative, PPE
			Inhalation ☐ Absorption ☐ Ingestion ☐ Injection ☐ Membrane ☐ ☐	
			Inhalation ☐ Absorption ☐ Ingestion ☐ Injection ☐ Membrane ☐ ☐	
			Inhalation ☐ Absorption ☐ Ingestion ☐ Injection ☐ Membrane ☐ ☐	
			Inhalation ☐ Absorption ☐ Ingestion ☐ Injection ☐ Membrane ☐ ☐	
			Inhalation ☐ Absorption ☐ Ingestion ☐ Injection ☐ Membrane ☐ ☐	

11. Prepared By:	12. Date/Time Briefed:	***HAZARD LIST**: Physical/Safety, Toxic, Explosion/Fire, Oxygen Deficiency, Ionizing Radiation, Biological, Biomedical, Electrical, Heat Stress, Cold Stress, Ergonomic, Noise, Cancer, Dermatitis, Drowning, Fatigue, Vehicle, & Diving	**ICS-208-CG SSP-B (rev 9/06):** Page _____ of _____

SITE SAFETY PLAN (FORM ICS-208-CG SSP-B)

Purpose: The Site Safety Plan provides the Safety Officer and ICS personnel a plan for safeguarding personnel during the post-emergency phase of an incident. The post-emergency phase is when the situation is stabilized and cleanup operations have begun. ICS-208-CG SSP-B is intended to meet the requirements of the Hazardous Waste Operations and Emergency Response (HAZWOPER) regulation, Title 29 Code of Federal Regulations Part 1910.120.

Preparation: The Safety Officer or his/her designated staff starts the Site Safety Plan. They initially address the hazards common to all operations involved in the response (initial site characterization). The plan is then reproduced and as a minimum sent to ICS Group/Division Supervisors. They amend it according to unique job or on-scene hazards with support from the Safety Officer and/or his/her staff (detailed site characterization). The plan is continuously updated to address changing conditions. During the first hours of the response, where most response functions are in the emergency phase, the Safety Officer may chose to use the Emergency Safety and Response Plan (ICS-208-CG SSP-A) in place of the Site Safety Plan. For large incidents, ICS-208-CG SSP-B compliments the Incident Action Plan (IAP). For smaller incidents, ICS-208-CG SSP-B compliments ICS Form 201. The Safety Officer is encouraged to use the HAZWOPER Compliance Checklist (Form ICS-208-CG SSP-K) to ensure the IAP and the 201 address the requirements and all other pertinent ICS forms (203, 205, 206, etc.) are completed.

Distribution: The initial Site Safety Plan completed by the Safety Officer is forwarded to the Planning Section Chief. Copies are made and attached to the Assignment List(s) (ICS Form 204). The Operations Section Chief, Directors, Supervisors or Leaders get a copy and make on site amendments specific to their operation. They must also ensure it is available on site for all personnel to review. The Safety Officer provides personnel from his/her staff to assist in the detailed site characterization. The Safety Officer is responsible for ensuring that the Site Safety Plan for each assignment properly addresses the hazards of the assignment. The Safety Officer must ensure that the safety plans on site are consistent. The Safety Officer accomplishes this through on site enforcement and feedback to the operational units.

Instructions:

Item #	Item Title	Instructions
1	Incident Name	Print the name assigned to the incident.
2	Date/Time Prepared	Enter date (month, day, year) prepared.
3	Operational Period	Enter the time interval for which the assignment applies.
4	Safety Officer	Enter the name of the Safety Officer and means of contact.
5	Group/Division Supv Strike Team/TF Leader	The Supervisor/Leader who receives this form will enter their name here.
6	Location & size of site	Enter the geographical location of the site and the approximate square area.
7	Site Accessibility	Check the block(s) if the site is accessible by land, water, air, etc.
8	For Emergencies Contact	Enter the name and way to contact the individual who handles emergencies.
9	Attachments	Enter attachments. Material Safety Data Sheets are mandatory under 1910.120. Safe Work Practices may also be attached.
10	Job/Task Activity	Enter Job/Task & Activities, list hazards, list potential injury and health effects, check exposure routes and identify controls. If more detail is needed for controls, provided attachments.
11	Prepared by	Enter the name and position of the person completing the worksheet.
12	Date/Time Briefed:	Enter the date/time the document was briefed to the appropriate workers and by whom.

CG ICS SSP: SITE MAP	1. Incident Name	2. Date/Time Prepared	3. Operational Period	4. Safety Officer (include method of contact)
5. Supervisor/Leader	6. Location and Size of Site	7. Site Accessibility Land☐ Water☐ Air ☐ Comments:	8. For Emergencies Contact:	9. Include: - Work Zones - Locations of Hazards - Security Perimeter - Places of Refuge - Decontamination Line - Evacuation Routes
10. Sketch of Site: ☐ Attached. ☐ Drawn Here				
11. Prepared By:	12. Date/Time Briefed:	**HAZARD LIST**: Physical/Safety, Toxic, Explosion/Fire, Oxygen Deficiency, Ionizing Radiation, Biological, Biomedical, Electrical, Heat Stress, Cold Stress, Ergonomic, Noise, Cancer, Dermatitis, Drowning, Fatigue, Vehicle, & Diving		**ICS-208-CG SSP-C (rev 9/06):** Page _____ of _____

SITE MAP FOR SITE SAFETY PLAN (ICS-208-CG SSP-C)

Purpose: The Site Map for the Site Safety Plan is required by Title 29 Code of Federal Regulations Part 1910.120. It provides in 1 place a visual description of the site which can help ICS personnel locate hazards, identify evacuation routes and places of refuge.

Preparation: The Site Map for the Site Safety Plan can be completed by the Safety Officer, his/her staff or by ICS field personnel (Group Supervisors, Task Force/Strike Team Leaders) working at a site with unique and specific hazards. One or several maps may be developed, depending on the size of the incident and the uniqueness of the hazards. The key is to ensure that the workers using the map(s) can clearly identify the work zones, locations of hazards, evacuation routes and places of refuge.

Distribution: This form must be located with the Site Safety Plan (ICS-208-CG SSP-B). It therefore follows the same distribution route.

Instructions:

Item #	Item Title	Instructions
1	Incident Name	Print the name assigned to the incident.
2	Date/Time Prepared	Enter date (month, day, year) prepared.
3	Operational Period	Enter the time interval for which the assignment applies.
4	Safety Officer	Enter the name of the Safety Officer and means of contact.
5	Supervisor/Leader	The Supervisor/Leader who receives this form will enter their name here.
6	Location & size of site	Enter the geographical location of the site and the approximate square area.
7	Site Accessibility	Check the block(s) if the site is accessible by land, water, air, etc.
8	For Emergencies Contact	Enter the name and way to contact the individual who handles emergencies.
9	Include	Ensure the map includes the listed items provided in this block.
10	Sketch of Site	Sketch of site for work. May attach map or chart.
10	Prepared by	Enter the name and position of the person completing the worksheet.
11	Date/Time Briefed:	Enter the date/time the document was briefed to the appropriate workers and by whom.

CG ICS SSP: EMERGENCY RESPONSE PLAN	1. Incident Name	2. Date/Time Prepared	3. Operational Period	4. Safety Officer (include method of contact)
5. Supervisor/Leader	6. Location and Size of Site	7. For Emergencies Contact:		8. Attachments: **INCLUDE ICS FORM 206 and EMT Medical Response Procedures**
9. Emergency Alarm (sound and location)	10. Backup Alarm (sound and location)	11. Emergency Hand Signals	12. Emergency Personal Protective Equipment Required:	

13. Emergency Notification Procedures	14. Places of Refuge (also see site map form 208B)	15. Emergency Decon and Evacuation Steps	16. Site Security Measures

17. Prepared By:	18. Date/Time Briefed:	**HAZARD LIST**: Physical/Safety, Toxic, Explosion/Fire, Oxygen Deficiency, Ionizing Radiation, Biological, Biomedical, Electrical, Heat Stress, Cold Stress, Ergonomic, Noise, Cancer, Dermatitis, Drowning, Fatigue, Vehicle, & Diving	**ICS-208-CG SSP-D (rev 9/06)** Page _____ of _____

EMERGENCY RESPONSE PLAN (ICS-208-CG SSP-D)

Purpose: The Emergency Response Plan provides information on measures to be taken in the event of an emergency. It is used in conjunction with the Site Safety Plan (Form ICS-208-CG SSP-B). It is also required by Title 29 Code of Federal Regulations Part 1910.120.

Preparation: The Safety Officer, his/her staff member or the Site Supervisor/Leader prepares the Emergency Response Plan. A copy of the Medical Plan (ICS Form 206) must always be attached to this form.

Distribution: This form must be located with Site Safety Plan (ICS-208-CG SSP-B). It therefore follows the same distribution route.

Instructions:

Item #	Item Title	Instructions
1	Incident Name	Print the name assigned to the incident.
2	Date/Time Prepared	Enter date (month, day, year) prepared.
3	Operational Period	Enter the time interval for which the assignment applies.
4	Safety Officer	Enter the name of the Safety Officer and means of contact.
5	Supervisor/Leader	The Supervisor/Leader who receives this form will enter their name here.
6	Location & size of site	Enter the geographical location of the site and the approximate square area.
7	For Emergencies Contact	Enter the name and way to contact the individual who handles emergencies.
8	Attachments	Enter attachments. ICS Form 206 must be included.
9	Emergency Alarm	Enter a description of the sound of the emergency alarm and it's location.
10	Backup Alarm	Enter a description of the sound of the emergency alarm and it's location.
11	Emergency Hand Signals	Enter the emergency hand signals to be used.
12	Emergency Personal Protective Equipment Required	Enter the emergency personal protective equipment that may be needed in the event of an emergency.
13	Emergency Notification Procedures	Enter the procedures for notifying the appropriate personnel and organizations in the event of an emergency.
14	Places of Refuge	Enter by name the place of refuge personnel can go to in the event of an emergency.
15	Emergency Decon & Evacuation Steps	Enter emergency decontamination steps and evacuation procedures.
16	Site Security Measures	Enter site security measures needed for emergencies.
17	Prepared by	Enter the name and position of the person completing the worksheet.
18	Date/Time Briefed:	Enter the date/time the document was briefed to the appropriate workers and by whom.

CG ICS SSP: Exposure Monitoring Plan	1. Incident Name	2. Date/Time Prepared:	3. Operational Period:	4. Safety Officer (Method of Contact):

5. Specific Task/Operation	6. Survey Location	7. Survey Date/Time	8. Monitoring Methodology	9. Direct-Reading Instrument	10. Air Sampling	11. Hazard(s) to Monitor	12. Monitoring Duration	13. Reasons to Monitor	14. Laboratory Support for Analysis
			☐ Personal Breathing Zone ☐ Area Air Monitoring ☐ Dermal Exposure Monitoring ☐ Biological Monitoring: ☐ Blood ☐ Urine ☐ Other ☐ Obtain bulk samples ☐ Other:	Model: Manufacturer: Last Mfr Calibration Date:	Sampling/Analysis Method: Collecting Media: ☐ Charcoal Tube ☐ Silica Gel ☐ 37 mm MCE Filter ☐ 37 mm PVC Filter ☐ Other:_____			☐ Regulatory Compliance ☐ Assess current PPE adequacy ☐ Validate engineering controls ☐ Monitor IDLH Conditions ☐ Other_____	
			☐ Personal Breathing Zone ☐ Area Air Monitoring ☐ Dermal Exposure Monitoring ☐ Biological Monitoring: ☐ Blood ☐ Urine ☐ Other ☐ Obtain bulk samples ☐ Other:	Model: Manufacturer: Last Mfr Calibration Date:	Sampling/Analysis Method: Collecting Media: ☐ Charcoal Tube ☐ Silica Gel ☐ 37 mm MCE Filter ☐ 37 mm PVC Filter ☐ Other:_____			☐ Regulatory Compliance ☐ Assess current PPE adequacy ☐ Validate engineering controls ☐ Monitor IDLH Conditions ☐ Other_____	
			☐ Personal Breathing Zone ☐ Area Air Monitoring ☐ Dermal Exposure Monitoring ☐ Biological Monitoring: ☐ Blood ☐ Urine ☐ Other ☐ Obtain bulk samples ☐ Other:	Model: Manufacturer: Last Mfr Calibration Date:	Sampling/Analysis Method: Collecting Media: ☐ Charcoal Tube ☐ Silica Gel ☐ 37 mm MCE Filter ☐ 37 mm PVC Filter ☐ Other:_____			☐ Regulatory Compliance ☐ Assess current PPE adequacy ☐ Validate engineering controls ☐ Monitor IDLH Conditions ☐ Other_____	
			☐ Personal Breathing Zone ☐ Area Air Monitoring ☐ Dermal Exposure Monitoring ☐ Biological Monitoring: ☐ Blood ☐ Urine ☐ Other ☐ Obtain bulk samples ☐ Other:	Model: Manufacturer: Last Mfr Calibration Date:	Sampling/Analysis Method: Collecting Media: ☐ Charcoal Tube ☐ Silica Gel ☐ 37 mm MCE Filter ☐ 37 mm PVC Filter ☐ Other:_____			☐ Regulatory Compliance ☐ Assess current PPE adequacy ☐ Validate engineering controls ☐ Monitor IDLH Conditions ☐ Other_____	
			☐ Personal Breathing Zone ☐ Area Air Monitoring ☐ Dermal Exposure Monitoring ☐ Biological Monitoring: ☐ Blood ☐ Urine ☐ Other ☐ Obtain bulk samples ☐ Other:	Model: Manufacturer: Last Mfr Calibration Date:	Sampling/Analysis Method: Collecting Media: ☐ Charcoal Tube ☐ Silica Gel ☐ 37 mm MCE Filter ☐ 37 mm PVC Filter ☐ Other:_____			☐ Regulatory Compliance ☐ Assess current PPE adequacy ☐ Validate engineering controls ☐ Monitor IDLH Conditions ☐ Other_____	

15. Prepared By:	16. Date/Time Briefed:	**HAZARD LIST**: Potential Health Effects: Bruise/Lacerations, Organ Damage, Central Nervous System Effects, Cancer, Reproductive Damage, Low Back Pain, Temporary Hearing Loss, Dermatitis, Respiratory Effects, Bone Breaks, & Eye Burning
18. Safety Officer Review:	Reporting: Monitoring results shall be logged in the ICS-208-CG SSP-E-1 form (Air Monitoring Log) and attached as part of a current Site Safety Plan and Incident Action Plan. Significant Exposures shall be immediately addressed to the IC and General Staff for immediate correction.	**ICS-208-CG SSP-E (rev 9/06)** Page _____ of _____

EXPOSURE MONITORING PLAN (FORM ICS-208-CG SSP-E)

Purpose: The Exposure Monitoring Plan provides plan of monitoring conducted during an incident. The plan is a supplement to the Site Safety Plan (ICS-208-CG SSP-B). It is only required when performing monitoring operations.

Preparation: The Safety Officer, his/her staff member or the Site Supervisor/Leader prepares the Exposure Monitoring Plan. If there is a decision not to monitor during a response, the reasons must be stated clearly in the Site Safety Plan (ICS-208-CG SSP-B).

Distribution: This form must be located with Site Safety Plan (ICS-208-CG SSP-B). It therefore follows the same distribution route.

Instructions:

Item #	Item Title	Instructions
1	Incident Name	Print the name assigned to the incident.
2	Date/Time Prepared	Enter date (month, day, year) prepared.
3	Operational Period	Enter the time interval for which the assignment applies.
4	Safety Officer	Enter the name of the Safety Officer and means of contact.
5	Specific Task / Operation	Enter specific task or operation.
6	Survey Location	Enter the location to be monitored.
7	Survey Date/Time	Enter the date/time for the monitoring teams to survey.
8	Monitoring Methodology	Enter/Check the monitoring method to be used.
9	Direct-Reading Instrument	Enter the instrument model, manufacturer, last calibration date.
10	Air Sampling	Enter Air Sampling analysis method
11	Hazards to Monitor	Enter the hazards to monitor
12	Monitoring Duration	Enter duration of monitoring
13	Reasons to Monitor	Enter Reasons to Monitor
14	Laboratory Support for Analysis	Enter Laboratory Support needed for analysis of samples
15	Prepared by	Enter the name and position of the person completing the worksheet.
16	Date/Time Briefed	Enter the date/time the document was briefed to the appropriate workers and by whom.
17	Safety Officer Review	The Safety Officer must review and sign the form.

CG ICS SSP: AIR MONITORING LOG	1. Incident Name	2. Date/Time Prepared	3. Operational Period	4. Safety Officer (include method of contact)	
5. Site Location	6. Hazards of Concern	7. Action Levels (include references):		8. Weather: Temperature: Precipitation: Wind: Relative Humidity: Cloud Cover:	
9.a. Instrument, ID Number Calibrated? Indicate below.	9.b. Monitoring Person Name(s)	9.c. Results (units)	9.d. Location	9.f. Time	9.g. Interferences and Comments
10. Safety Officer Review:		Potential Health Effects: Bruise/Lacerations, Organ Damage, Central Nervous System Effects, Cancer, Reproductive Damage, Low Back Pain, Temporary Hearing Loss, Dermatitis, Respiratory Effects, Bone Breaks, & Eye Burning			**ICS-208-CG SSP-E-1 (rev 9/06):** Page _____ of _____

DAILY AIR MONITORING LOG (FORM ICS-208-CG SSP-E-1)

Purpose: The Exposure Monitoring Log provides documentation of air monitoring conducted during a spill. The log is a supplement to the Site Safety Plan (ICS-208-CG SSP-B). It is only required when performing air monitoring operations. The information used from the log can help update the Site Safety Plan.

Preparation: Persons conducting monitoring complete the Daily Air Monitoring Log. Normally these are air monitoring units under the Site Safety Officer. If there is a decision not to monitor during a spill, the reasons must be stated clearly in the Site Safety Plan (ICS-208-CG SSP-B).

Distribution: The Daily Air Monitoring Log when completed is copied and forwarded to the Site Safety Officer who must review and sign the form. The original form must be available on site, readily available and briefed to all impacted ICS personnel.

Instructions:

Item #	Item Title	Instructions
1	Incident Name	Print the name assigned to the incident.
2	Date/Time Prepared	Enter date (month, day, year) prepared.
3	Operational Period	Enter the time interval for which the assignment applies.
4	Safety Officer	Enter the name of the Safety Officer and means of contact.
5	Location & size of site	Enter the geographical location of the site and the approximate square area.
6	Hazards of Concern	Enter the hazards being monitored.
7	Action Levels	Enter the action levels/readings for the monitoring teams.
8	Weather	Enter weather information. Ensure units of measure are listed.
9	Air Monitoring Data	Enter the instrument type and number, persons monitoring, results with appropriate units, location of reading, time of reading and interferences and comments.
10	Safety Officer Review	The Safety Officer must review and sign the form.

CG ICS SSP: PERSONAL PROTECTIVE EQUIPMENT	1. Incident Name	2. Date/Time Prepared	3. Operational Period	4. Safety Officer (include method of contact)
5. Supervisor/Leader	6. Location and Size of Site	7. Hazards Addressed:		8. For Emergencies Contact:

9. Equipment:				10. References Consulted:

11. Inspection Procedures:	12. Donning Procedures:	13. Doffing Procedures:	14. Limitations and Precautions (include maximum stay time in PPE):

15. Prepared By:	16. Date/Time Briefed:	Potential Health Effects: Bruise/Lacerations, Organ Damage, Central Nervous System Effects, Cancer, Reproductive Damage, Low Back Pain, Temporary Hearing Loss, Dermatitis, Respiratory Effects, Bone Breaks, Eye Burning	**ICS-208-CG SSP-F: (Rev 9/06)** Page _____ of _____

PERSONAL PROTECTIVE EQUIPMENT (ICS-208-CG SSP-F)

Purpose: The Personal Protective Equipment form is a list of personal protective equipment to be used in operations. The listing of personal protective equipment is required by Title 29 Code of Federal Regulations Part 1910.120.

Preparation: The Personal Protective Equipment form is completed by the Site Safety Officer, or his/her staff. Personal protective equipment common to all ICS Operations personnel is addressed first. Jobs with unique personal protective equipment requirements (fall protection) are addressed next. When the form is delivered on site, the ICS Director, Supervisor, or Leader may amend the list to ensure personnel are adequately protected from job hazards. It must be completed prior to the onset of any operations, unless addressed elsewhere by Standard Operating Procedures.

Distribution: This form must be located with Site Safety Plan (ICS-208-CG SSP-B). It therefore follows the same distribution route.

Instructions:

Item #	Item Title	Instructions
1	Incident Name	Print the name assigned to the incident.
2	Date/Time Prepared	Enter date (month, day, year) prepared.
3	Operational Period	Enter the time interval for which the assignment applies.
4	Safety Officer	Enter the name of the Safety Officer and means of contact.
5	Supervisor/Leader	The Supervisor/Leader who receives this form will enter their name here.
6	Location & size of site	Enter the geographical location of the site and the approximate square area.
7	Hazard(s) Addressed:	Enter the hazards that need to be safeguarded.
8	For Emergencies Contact	Enter the name and way to contact the individual who handles emergencies.
9	Equipment	List the equipment needed to address the hazards. If pre-designed Safe Work Practices are used, indicate here and attach to form.
10	References consulted	List the references used in making the selection for PPE.
11	Inspection Procedures	Enter the procedures for inspecting the Personal Protective Equipment prior to donning. If pre-designed Safe Work Practices are used, indicate here and attach to form.
12	Donning Procedures	Enter the procedures for putting on the PPE. If pre-designed Safe Work Practices are used, indicate here and attach to form.
13	Doffing Procedures	Enter the information for removing the PPE. If pre-designed Safe Work Practices are used, indicate here and attach to form.
14	Limitations and Precautions	List the limitations and precautions when using PPE. Include the maximum time to be inside the PPE, Heat Stress concerns, psychomotor skill detraction and other factors.
15	Prepared by	Enter the name and position of the person completing the worksheet.
16	Date/Time Briefed:	Enter the date/time the document was briefed to the appropriate workers and by whom.

CG ICS SSP: DECONTAMINATION	1. Incident Name	2. Date/Time Prepared	3. Operational Period	4. Safety Officer (include method of contact)
5. Supervisor/Leader	6. Location and Size of Site	7. For Emergencies Contact:		8. Hazard(s) Addressed:

9. Equipment:				10. References Consulted:

11. Contamination Avoidance Practices:	12. Decon Diagram: ☐ Attached, ☐ Drawn below	13. Decon Steps

14. Prepared By:	15. Date/Time Briefed:	Potential Health Effects: Bruise/Lacerations, Organ Damage, Central Nervous System Effects, Cancer, Reproductive Damage, Low Back Pain, Temporary Hearing Loss, Dermatitis, Respiratory Effects, Bone Breaks, Eye Burning	**ICS-208-CG SSP-G (rev 9/06):** Page _____ of _____

DECONTAMINATION (ICS-208-CG SSP-G)

Purpose: The Decontamination form provides information on how workers can avoid contamination and how to get decontaminated. It is a supplemental form to the Site Safety Plan.

Preparation: The Decontamination Form can be completed by the Site Safety Officer, a member of his/her staff or by the Group/Division Supervisor, Task Force/Strike Team Leader on the site

Distribution: This form must be located with Site Safety Plan (ICS-208-CG SSP-B). It therefore follows the same distribution route.

Instructions:

Item #	Item Title	Instructions
1	Incident Name	Print the name assigned to the incident.
2	Date/Time Prepared	Enter date (month, day, year) prepared.
3	Operational Period	Enter the time interval for which the assignment applies.
4	Safety Officer	Enter the name of the Safety Officer and means of contact.
5	Supervisor/Leader	The Supervisor/Leader who receives this form will enter their name here.
6	Location & size of site	Enter the geographical location of the site and the approximate square area.
7	For Emergencies Contact	Enter the name and way to contact the individual who handles emergencies.
8	Hazard(s) Addressed:	Enter the hazards that need to be safeguarded.
9	Equipment	Enter the decontamination equipment needed for the site. If pre-designed Safe Work Practices are used, indicate here and attach to this form.
10	References consulted	List the references used in making the selection for PPE.
11	Contamination Avoidance Practices	Enter procedures for personnel to avoid contamination. If pre-designed Safe Work Practices are used, indicate here and attach to form.
12	Decon Diagram	Draw a diagram for the decontamination operation. If pre-designed Safe Work Practices are used, indicate here and attach to form.
13	Decon Steps	List the decontamination steps.
14	Prepared by	Enter the name and position of the person completing the worksheet.
15	Date/Time Briefed:	Enter the date/time the document was briefed to the appropriate workers and by whom.

CG ICS SSP: ENFORCEMENT LOG	1. Incident Name	2. Date/Time Prepared	3. Operational Period	4. Safety Officer (include method of contact)	
5. Supervisor/Leader	6. For Emergencies Contact:			7. Attachments:	
8.a. Job Task/Activity	8.b. Hazards	8.c. Deficiency	8.d. Action Taken	8.e. Safety Plan Amended?	8.f. Signature of Supervisor/Leader
9. Prepared By:	10. Date/Time Briefed:	**HAZARD LIST**: Physical/Safety, Toxic, Explosion/Fire, Oxygen Deficiency, Ionizing Radiation, Biological, Biomedical, Electrical, Heat Stress, Cold Stress, Ergonomic, Noise, Cancer, Dermatitis, Drowning, Fatigue, Vehicle, & Diving			**ICS-208-CG SSP-H (rev 9/06):** Page _____ of _____

SITE SAFETY ENFORCEMENT LOG (ICS-208-CG SSP-H)

Purpose: The Site Safety Plan Enforcement Log is used to help enforce safety during an incident.

Preparation: The Safety Officer and/or his/her staff complete the Site Safety Plan Enforcement Log. The log is completed as Safety personnel are on scene reviewing the site. It should be completed at a minimum once per day. The number of enforcement logs to be completed depends on the size of the incident. Enough should be completed to ensure that site safety is being adequately enforced.

Distribution: The Site Safety Plan enforcement log when completed is delivered to the Safety Officer. The Safety Officer can use the form to amend the Site Safety Plan (ICS-208-CG SSP-A or B).

Instructions:

Item #	Item Title	Instructions
1	Incident Name	Print the name assigned to the incident.
2	Date/Time Prepared	Enter date (month, day, year) prepared.
3	Operational Period	Enter the time interval for which the assignment applies.
4	Safety Officer	Enter the name of the Safety Officer and means of contact
5	Supervisor/Leader	The Supervisor/Leader who receives this form will enter their name here.
6	For Emergencies Contact	Enter the name and way to contact the individual who handles emergencies.
7	Attachments	List any attached supporting documentation.
8 a	Job/Task Activity	Enter only those Job Task/activities for which a deficiency is noted.
8 b	Hazards	Enter the hazard not being sufficiently addressed.
8 c	Deficiency	Enter the deficiency.
8 d	Action Taken	Enter the corrective action taken to address the deficiency.
8 e	Safety Plan Amended?	Enter whether the on site safety plan was amended.
8 f	Signature of Supervisor/Leader	Ensure the Supervisor/Leader signs the form to acknowledge the deficiency.
9	Prepared by	Enter the name and position of the person completing the worksheet.
10	Date/Time Briefed:	Enter the date/time the document was briefed to the appropriate workers and by whom.

CG ICS SSP WORKER ACKNOWLEDGEMENT FORM	1. Incident Name	2. Site Location:	3. Attachments:	
4. Type of Briefing	5. Presented By:		6. Date Presented	7. Time Presented
Safety Plan/Emergency Response Plan ☐ Start Shift ☐ Pre-Entry ☐ Exit ☐ End of Shift ☐ Specify Other:				
8.a. Worker Name (Print)	8.b. Signature*****		8.c. Date	8.d. Time

***** *By signing this document, I am stating that I have read and fully understand the plan and/or information provided to me.*

WORKER ACKNOWLEDGEMENT FORM (ICS-208-CG SSP-I)

Purpose: The Worker Acknowledgement form is used to document workers who have received safety briefings.

Preparation: Those personnel responsible for conducting safety briefings complete this form initially. Once the briefings are completed, workers who were briefed print their name, sign, date and indicate the time of the briefing.

Distribution: This form is returned to the Safety Officer or designated representative at the end of each operational period.

Instructions:

Item #	Item Title	Instructions
1	Incident Name	Print the name assigned to the incident.
2	Site Location	Indicate the location where the briefings are held.
3	Attachments	Indicate any attachments used as part of the briefings.
4	Type of briefing	Check the block next to the type of briefing.
5	Presented by	Enter the name of the person conducting the briefing.
6	Date Presented	Enter the date of the briefing.
7	Time Presented	Enter the time of the briefing.
8	Worker Name, Signature, Date and Time	Workers receiving the briefing print their name, sign, date and enter the time they acknowledge the briefing.

CG ICS SSP: Emergency Safety & Response Plan 1910.120 Compliance Checklist (Form A)	1. Incident Name	2. Date/Time Prepared	3. Operational Period	4. Site Supervisor/Leader	5. Location of Site

6.a. Cite: 1910.120	6.b. Requirement(sections that duplicate or explain are omitted)	6.c. ICS Form	6.d. Check	6.e. Comments
(**q**)(1)	Is the plan in writing?	SSP-A	☐	
(1)	Is the plan available for inspection by employees?	N/A	☐	Performance based
(**q**)(2)(i)	Does the plan address pre-emergency planning and coordination?	SSP-A	☐	
(ii)	Does it address personnel roles?	SSP-A	☐	
(ii)	Does it address lines of authority?	SSP-A	☐	
(ii)	Does it address communications?	SSP-A	☐	
(iii)	Does it address emergency recognition?	SSP-A	☐	
(iii)	Does it address emergency prevention?	SSP-A	☐	
(iv)	Does it identify safe distances?	SSP-A	☐	
(iv)	Does it address places of refuge?	SSP-A	☐	
(v)	Does it address site security and control?	SSP-A	☐	
(vi)	Does it identify evacuation routes?	SSP-A	☐	
(vi)	Does it identify evacuation procedures?	SSP-A	☐	
(vii)	Does it address decontamination?	SSP-A	☐	
(viii)	Does it address medical treatment and first aid?	SSP-A	☐	
(ix)	Does it address emergency alerting procedures?	SSP-A	☐	
(ix)	Does it address emergency response procedures	SSP-A	☐	
(x)	Was the response critiqued?	N/A	☐	Performance based
(xi)	Does it identify Personal Protection Equipment?	SSP-A	☐	
(xi)	Does it identify emergency equipment?	SSP-A	☐	
(**q**)(3)(ii)	All the hazardous substances identified to the extent possible?	N/A	☐	Performance based
(ii)	All the hazardous conditions identified to the extent possible?	N/A	☐	Performance based
(ii)	Was site analysis addressed?	N/A	☐	Performance based
(ii)	Were engineering controls addressed?	N/A	☐	Performance based
(ii)	Were exposure limits addressed?	N/A	☐	Performance based
(ii)	Were hazardous substance handling procedures addressed?	N/A	☐	Performance based
(iii)	Is the PPE appropriate for the hazards identified?	N/A	☐	Performance based
(iv)	Is respiratory protection worn when inhalation hazards present?	N/A	☐	Performance based
(v)	Is the buddy system used in the hazard zone?	N/A	☐	Performance based
(vi)	Are backup personnel on standby?	N/A	☐	Performance based
(vi)	Are advanced first aid support personnel standing by?	N/A	☐	Performance based
(vii)	Has the ICS designated safety official been identified?	SSP-A	☐	
(vii)	Has the Safety Official evaluated the hazards?	N/A	☐	Performance based
(viii)	Can the Safety Official communicate with IC immediately?	N/A	☐	Performance based
(ix)	Are appropriate decontamination procedures implemented?	N/A	☐	Performance based

Emergency Safety & Response Plan Compliance Checklist Form A (ICS-208-CG SSP-J)

Purpose: The Emergency Safety and Response Plan 1910.120 Compliance Checklist is to ensure that incident response operations are in compliance with Title 29, Code of Federal Regulations Part 1910.120, Hazardous Waste Operations and Emergency Response. It also identifies how form ICS-208-CG SSP-J can be used to satisfy the HAZWOPER requirements. This checklist is an optional form.

Preparation: The Emergency Safety and Response Plan 1910.120 Compliance Checklist is completed by the Safety Officer or his/her staff as frequently as necessary whenever the Safety Officer wants to ensure regulatory compliance. It is best used in conjunction with the Site Safety Plan Enforcement Log (ICS-208-CG SSP-H). Many of the requirements are performance based and are best evaluated on scene by the Safety Officer or his/her staff.

Distribution: The Safety Officer should maintain The Emergency Safety and Response Plan (ERP) 1910.120 Compliance Checklist.

Instructions:

Item #	Item Title	Instructions
1	Incident Name	Print the name assigned to the incident.
2	Date/Time Prepared	Enter date (month, day, year) prepared.
3	Operational Period	Enter the time interval for which the assignment applies.
4	Supervisor/Leader	The Supervisor/Leader who receives this form will enter their name here.
5	Location of Site	Enter the site location.
6 a	Cites	These are the regulatory cites within 1910.120. The major headings are highlighted in bold. Informational cites or cites that are duplicative are not included.
6 b	Requirement	This lists the requirement in a question format. Some require documentation or some form of action.
6 c	ICS Form	Lists those requirements covered by ICS-208-CG SSP-A.
6 d	Check Block	Enter the check if the site satisfies the requirement.
6 f	Comments	This provides additional information on the requirement. The user may also enter comments.
7	Prepared by	Enter the name and position of the person completing the worksheet.

CG ICS SSP: 1910.120 COMPLIANCE CHECKLIST (Form B)	1. Incident Name	2. Date/Time Prepared	3. Operational Period	4. Site Supervisor/Leader	5. Location of Site

6.a. Cite: 1910.120	6.b. Requirement(sections that duplicate or explain are omitted)	6.c. ICS Form	6.d. Check	6.e. Comments
1910.120 (**b**)(1)(ii)(A)	Organizational structure?	203	☐	
(B)	Comprehensive workplan?	IAP	☐	Incident Action Plan
(C)	Site Safety Plan?	SSP-B	☐	
(D)	Safety and health training program?	N/A	☐	Responsibility of each employer
(E)	Medical surveillance program?	N/A	☐	Responsibility of each employer
(F)	Employer SOPs?	N/A	☐	Responsibility of each employer
(G)	Written program related to site activities?	N/A	☐	
(**b**)(1)(iii)	Site excavation meets shored or slope requirements in 1926?	N/A	☐	
(**b**)(2)(i)(D)	Lines of communication?	201 203 205	☐	
(**b**)3(iv)	Training addressed?	N/A	☐	Responsibility of each employer
(v)-(vi)	Information and medical monitoring addressed?	N/A	☐	Responsibility of each employer
(**b**)4(i)	Site Safety Plan kept on site?	N/A	☐	
(ii)(A)	Safety and health hazard analysis conducted?	N/A	☐	
(B)	Properly trained employees assigned to right jobs?	N/A	☐	
(C)	Personnel Protective Equipment issues addressed?	SSP-F	☐	
(E)	Frequency and types of air monitoring addressed?	SSP-E	☐	
(F)	Site control measures in place?	SSP-B	☐	
(G)	Decontamination procedures in place?	SSP-G	☐	
(H)	Emergency Response Plan in place?	SSP-D	☐	
(I)	Confined space entry procedures?	SSP-B	☐	
(J)	Spill containment program	SSP-B	☐	
(iii)	Pre-entry briefings conducted?	SSP-I	☐	
(iv)	Site Safety Plan effectiveness evaluated?	SSP-H	☐	
(**c**)(1)	Site characterization done?	N/A	☐	
(**c**)(2)	Preliminary evaluation done by qualified person?	N/A	☐	
(**c**)(3)	Hazard identification performed?	SSP-B	☐	
(**c**)(4)(i)	Location and size of site identified?	SSP-B	☐	
(ii)	Response activities, job tasks identified?	SSP-B	☐	
(iii)	Duration of tasks identified?	SSP-B	☐	Operational period
(iv)	Site topography and accessibility addressed?	SSP-C	☐	
(v)	Health and safety hazards addressed?	SSP-B	☐	
(vi)	Dispersion pathways addressed?	SSP-B	☐	
(vii)	Status and capabilities of medical emergency response teams?	206	☐	
(**c**)(5)(i)(iv)	Chemical protective clothing addressed and properly selected?	SSP-F	☐	
(ii)	Respiratory protection addressed?	SSP-B and F	☐	
(iii)	Level B used for unknowns?	N/A	☐	

CG ICS SSP: 1910.120 COMPLIANCE CHECKLIST Form B (cont)	1. Incident Name	2. Date/Time Prepared	3. Operational Period		
6.a. Cite: 1910.120	6.b. Requirement(sections that duplicate or explain are omitted)		6.c. ICS Form	6.d. Check	6.e. Comments
1910.120 (**c**)(6)(i)	Monitoring for ionization conducted?		SSP-E	☐	
(ii)	Monitoring conducted for IDLH conditions?		SSP-E	☐	
(iii)	Personnel looking out for dangers of IDLH environments?		N/A	☐	
(iv)	Ongoing air monitoring program in place?		SSP-E	☐	
(**c**)(7)	Employees informed of potential hazard occurrence?		SSP-B	☐	
(**c**)(8)	Properties of each chemical made aware to employees?		SSP-B	☐	
(**d**)(1)	Appropriate site control procedures in place?		IAP, SSP-B	☐	
(**d**)(2)	Site control program developed during planning stages?		IAP, SSP-B	☐	
(**d**)(3)	Site map, work zones, alarms, communications addressed?		IAP, SSP-B	☐	
(**g**)(1)(i)	Engineering, admin controls considered?		SSP-B	☐	
(iii)	Personnel not rotated to reduce exposures?		N/A	☐	
(**g**)(5)(i)	PPE selection criteria part of employer's program?		N/A	☐	Responsibility of employer
(ii)	PPE use and limitations identified?		SSP-F	☐	
(iii)	Work mission duration identified?		SSP-F	☐	
(iv)	PPE properly maintained and stored?		N/A	☐	Responsibility of employer
(vi)	Are employees properly trained and fitted with PPE?		N/A	☐	Responsibility of employer
(vii)	Are donning and doffing procedures identified?		SSP-F	☐	
(viii)	Are inspection procedures properly identified?		SSP-F	☐	
(ix)	Is a PPE evaluation program in place?		SSP-F	☐	
(**h**) (3)	Periodic monitoring conducted?		SSP-E	☐	
(**k**)(2)(i)	Have decontamination procedures been established?		SSP-G	☐	
(ii)	Are procedures in place for contamination avoidance?		SSP-G	☐	
(iii)	Is personal clothing properly deconned prior to leaving the site?		SSP-G	☐	
(iv)	Are decontamination deficiencies identified and corrected?		SSP-H	☐	
(**k**)(3)	Are decontamination lines in the proper location?		SSP-C	☐	
(**k**)(4)	Are solutions/equipment used in decon properly disposed of?		N/A	☐	
(**k**)(6)	Is protective clothing and equipment properly secured?		N/A	☐	
(**k**)(7)	If cleaning facilities are used, are they aware of the hazards?		N/A	☐	
(**k**)(8)	Have showers and change rooms provided, if necessary?		N/A	☐	
(**l**)(1)(iii)	Are provisions for reporting emergencies identified?		SSP-D	☐	
(iv)	Are safe distances and places of refuge identified?		SSP-B and C	☐	
(v)	Site security and control addressed in emergencies?		SSP-D	☐	
(vi)	Evacuation routes and procedures identified?		SSP-D	☐	
(vii)	Emergency decontamination procedures developed?		SSP-D	☐	
(ix)	Emergency alerting and response procedures identified?		SSP-D	☐	
(x)	Response teams critiqued and followup performed?		SSP-H	☐	
(xi)	Emergency PPE and equipment available?		SSP-D	☐	

CG ICS SSP: 1910.120 COMPLIANCE CHECKLIST Form B (cont)	1. Incident Name	2. Date/Time Prepared	3. Operational Period		
6.a. Cite:	6.b. Requirement(sections that duplicate or explain are omitted)		6.c. ICS Form	6.d. Check	6.e. Comments
1910.120 (**l**)(3)(i)	Emergency notification procedures identified?		SSP-D	☐	
(ii)	Emergency response plan separate from Site Safety Plan?		SSP-D	☐	
(iii)	Emergency response plan compatible with other plans?		SSP-D	☐	
(iv)	Emergency response plan rehearsed regularly?		SSP-D	☐	
(v)	Emergency response plan maintained and kept current?		SSP-H	☐	
1910.165 (**b**)(2)	Can alarms be seen/heard above ambient light and noise levels?		N/A	☐	
(**b**)(3)	Are alarms distinct and recognizable?		N/A	☐	
(**b**)(4)	Are employees aware of the alarms and are they accessible?		SSP-D	☐	
(**b**)(5)	Are emergency phone numbers, radio frequencies clearly posted?		206	☐	
(**b**)(6)	Signaling devices in place where there are 10 or more workers?		IAP	☐	
(**c**)(1)	Are alarms like steam whistles, air horns being used?		IAP	☐	
(**d**)(3)	Are backup alarms available?		IAP	☐	
(m)	Are areas adequately illuminated?		IAP	☐	
(**n**)(1)(i)	Is an adequate supply of potable water available?		IAP	☐	
(ii)	Are drinking water containers equipped with a tap?		IAP	☐	
(iii)	Are drinking water containers clearly marked?		IAP	☐	
(iv)	Is a drinking cup receptacle available and clearly marked?		IAP	☐	
(**n**)(2)(i)	Are non-potable water containers clearly marked?		IAP	☐	
(**n**)(3)(i)	Are their sufficient toilets available?		IAP	☐	
(**n**)(4)	Have food handling issues been addressed?		IAP	☐	
(**n**)(6)	Have adequate wash facilities been provided outside hazard zone?		IAP	☐	
(**n**)(7)	If response is greater than 6 months, have showers been provided?		IAP	☐	

HAZWOPER 1910.120 COMPLIANCE CHECKLIST FORM B (ICS-208-CG SSP-K)

Purpose: The HAZWOPER 1910.120 Compliance Checklist is to ensure that incident response operations are in compliance with Title 29, Code of Federal Regulations Part 1910.120, Hazardous Waste Operations and Emergency Response. It also identifies how other ICS forms can be used to satisfy the HAZWOPER requirements. This is an optional form.

Preparation: The HAZWOPER 1910.120 Compliance Checklist is completed by the Safety Officer or his/her staff as frequently as necessary whenever the Safety Officer wants to ensure regulatory compliance. It is best used in conjunction with the Site Safety Plan Enforcement Log (ICS-208-CG SSP-H). The Site Safety Plan Forms (A-G) best meet some of the requirements. The Incident Action Plan is suited to address other requirements, and the Safety Officer should ensure the IAP addresses them. Other requirements are performance based and are best evaluated on scene by the Safety Officer or his/her staff.

Distribution: The HAZWOPER 1910.120 Compliance Checklist should be maintained by the Safety Officer.

Instructions:

Item #	Item Title	Instructions
1	Incident Name	Print the name assigned to the incident.
2	Date/Time Prepared	Enter date (month, day, year) prepared.
3	Operational Period	Enter the time interval for which the assignment applies.
4	Supervisor/Leader	The Supervisor/Leader who receives this form will enter their name here.
5	Location of Site	Enter the site location.
6.a.	Cites	These are the regulatory cites within 1910.120. The major headings are highlighted in bold. Informational cites or cites that are duplicative are not included.
6.b.	Requirement	This lists the requirement in a question format. Some require documentation or some form of action.
6.c.	ICS Form	Lists those ICS Forms that cover the requirement. **IAP designations means it should be covered in IAP, it does not guarantee it is covered. The Safety Officer must ensure this.**
6.d.	Check Block	Enter the check if the site satisfies the requirement.
6.e.	Comments	This provides information on where else the requirement may be met. The user may also enter comments.
7	Prepared by	Enter the name and position of the person completing the worksheet.

CG ICS SSP: 1910.120 DRUM COMPLIANCE CHECKSHEET	1. Incident Name	2. Date/Time Prepared	3. Operational Period	4. Safety Officer (include method of contact)
5. Supervisor/Leader	6. Location and Size of Site	7. For Emergencies Contact:		8. Note: tanks and vaults should also be treated in the same manner as described below [1910.120(j)(9)]. Many can also pose confined space hazards.

9.a. Cite: 1910.120 (Cites that duplicate or explain requirements are omitted)	9.b. Requirement	9.c. Check	9.d. Comments
(**j**)(1)(ii)	Drums meet DOT, OSHA, EPA regs for waste they contain, including shipment?	☐	
(iii)	Drums inspected and integrity ensured prior to movement?	☐	
(iii)	Or drums moved to an accessible location (staging area) prior to movement?	☐	
(iv)	Unlabelled drums treated as unknown until properly identified and labeled?	☐	
(v)	Site activities organized to minimize drum handling?	☐	
(vi)	Employers properly warned about the hazards of moving and handling drums?	☐	
(vii)	Suitable overpack drums are available for addressing leaking and ruptured drums?	☐	
(viii)	Leaking materials from drums properly contained?	☐	
(ix)	Are drums that cannot be moved, emptied of contents with transfer equipment?	☐	
(x)	Are suspect buried drums surveyed with underground detection system?	☐	
(xi)	Are soil and covering material above buried drums removed with caution?	☐	
(xii)	Is the proper extinguishing equipment on scene to control incipient fires?	☐	
(**j**)(2)(i)	Are airlines on supplied air systems protected from leaking drums?	☐	
(ii)	Are employees at a safe distance, using remote equipment, when handling explosive drums?	☐	
(iii)	Are explosive shields in plane to protect workers opening explosive drums?	☐	
(iv)	Is response equipment positioned behind shields when shields are used?	☐	
(v)	Are non-sparking tools used in flammable or potentially flammable atmospheres?	☐	
(vi)	Are drums under extreme pressure opened slowly & workers protected by shields/distance?	☐	
(vii)	Are workers prohibited from standing and working on drums?	☐	
(**j**)(3)	Is the drum handling equipment positioned and operated to minimize sources of ignition?	☐	
(**j**)(5)(i)	For shock sensitive drums, have all non-essential employees been evacuated?	☐	
(ii)	For shock sensitive drums: is handling equipment provided with shields to protect workers?	☐	
(iii)	Are alarms that announce start/finish of explosive drum handling actions in place?	☐	
(iv)	Are continuous communications in place between the drum handling site & command post?	☐	
(v)	Are drums under pressure properly controlled for prior to handling?	☐	
(vi)	Are drums containing packaged laboratory wastes treated as shock sensitive?	☐	
(**j**)(6)(i)	Are lab packs opened by trained and experienced personnel?	☐	
(ii)	Are lab packs showing crystallization treated as shock sensitive?	☐	
(**j**)(8)(ii-iii)	Are drum staging areas manageable with marked access and egress?	☐	
(iv)	Is bulking of drums conducted only after drum contents have been properly identified?	☐	

10. Prepared By:	**Form SSP-L (rev 9/06)** Page _____ of _____

HAZWOPER 1910.120 DRUM COMPLIANCE CHECKLIST (ICS-208-CG SSP-L)

Purpose: The HAZWOPER 1910.120 Drum Compliance Checklist is to ensure that incident response operations are in compliance with Title 29, Code of Federal Regulations Part 1910.120, Hazardous Waste Operations and Emergency Response whenever drums are encountered during an incident. This is an optional form.

Preparation: The HAZWOPER 1910.120 Drum Compliance Checklist is completed by the Safety Officer or his/her staff as frequently as necessary whenever the Safety Officer wants to ensure regulatory compliance. It is best used in conjunction with the Site Safety Plan Enforcement Log (ICS-208-CG SSP-H). The Site Safety Plan Forms (A-G) best meet some of the requirements. Other requirements are performance based and are best evaluated on scene by the Safety Officer or his/her staff.

Distribution: The HAZWOPER 1910.120 Drum Compliance Checklist should be maintained by the Safety Officer.

Instructions:

Item #	Item Title	Instructions
1	Incident Name	Print the name assigned to the incident.
2	Date/Time Prepared	Enter date (month, day, year) prepared.
3	Operational Period	Enter the time interval for which the assignment applies.
4	Safety Officer	Enter the name of the Safety Officer and means of contact.
5	Supervisor/Leader	The Supervisor/Leader who receives this form will enter their name here.
6	Location & size of site	Enter the geographical location of the site and the approximate square area.
7	For Emergencies Contact	Enter the name and way to contact the individual who handles emergencies.
8	Note	Tanks and vaults should also be treated in the same manner as described in the checklist (1910.120((j)(9)).
9.a.	Cites	These are the regulatory cites within 1910.120. The major headings are highlighted in bold. Informational cites or cites that are duplicative are not included.
9.b.	Requirement	This lists the requirement in a question format. Some require documentation or some form of action.
9.c.	Check Block	Enter the check if the site satisfies the requirement.
9.d.	Comments	This provides information on where else the requirement may be met. The user may also enter comments.
10	Prepared by	Enter the name and position of the person completing the worksheet.

Appendix L

Stormwater Pollution Prevention and Erosion Control Plan

Stormwater Pollution Prevention and Erosion Control Plan

Property:

Newtown-Stanley Pipeline
Mountrail County, North Dakota

May 16, 2013
SWG Project Number: 0512P006C

Prepared for:

Targa Badlands
1000 Louisiana Street, Suite 4300
Houston, Texas 77002
Attention: Mr. David McQuade

Prepared By:

Vern Choquette
Director
Permitting & Compliance

Southwest GEOSCIENCE
307 East Danforth Road, Suite 160
Edmond, Oklahoma 73034
Ph: (405) 844-1480
Fax: (405) 844-2235

TABLE OF CONTENTS

1.0 GENERAL INFORMATION 2

2.0 PROJECT NAME AND LOCATION INFORMATION 3

3.0 SCHEDULE 4

4.0 POTENTIAL SOURCES OF POLLUTION 5

5.0 RECEIVING WATERS 6

6.0 POLLUTION CONTROL MEASURES/BMPS 7

6.1 BMPs – Construction Sequencing/Site Management 7
6.1.1 Construction Right-of-Way Ingress/Egress 7
6.1.2 Vegetation Clearing, Topsoiling, and Grading 7
6.1.3 Trenching 8
6.1.4 Hydrostatic and Trench Dewatering 8
6.1.5 Regrading 9
6.1.6 Cleanup 9
6.1.7 Portable Toilets 9
6.1.8 Spill Plans 9
6.1.9 Wet Weather Conditions 9
6.2 BMPs – Temporary Stabilization 10
6.2.1 Sediment Barriers 10
6.2.2 Interim Mulch 11
6.3 BMPs – Post-Construction/Permanent Stabilization 11
6.3.1 Matting 11
6.3.2 Permanent Slope Breakers 11
6.3.3 Trench Breakers 11
6.3.4 Slope Tracking or Ripping 11
6.3.5 Revegetation 12

7.0 INSPECTION/MAINTENANCE PROCEDURES 13

8.0 SWPPP AMENDMENTS 15

9.0 ELIGIBILITY RELATED TO ENDANGERED SPECIES 16

10.0 ELIGIBILITY RELATED TO TOTAL MAXIMUM DAILY LOADS (TMDLS) ... 17

11.0 ELIGIBILITY RELATED TO HISTORIC PROPERTIES 18

LIST OF APPENDICES:

Appendix A – Figures and Maps
Appendix B – Forms
Appendix C -- Permit NDR10-0000

1.0 GENERAL INFORMATION

Name and location of project: Newtown-Stanley Pipeline; Mountrail County, North Dakota

Operator: Targa Badlands
1000 Louisiana Street, Suite 4300
Houston, Texas 77002
Attention: David McQuade, Environmental Manager
(713) 584-1420

Person(s) responsible for implementing SWPPP: Ralph Cox

Notice of Intent (NOI) filing date: May 14, 2013.

Signed Certification: David McQuade, Environmental Manager

2.0 PROJECT NAME AND LOCATION INFORMATION

Name and Location: See Section 1 and Appendix A.

Project Description:

Targa Resources will be constructing 30 miles of pipeline from Stanley, North Dakota, to near New Town, North Dakota (see maps in Appendix A). The proposed construction project will include the excavation of a trench, which is typically 3 feet wide and 6 feet deep, along the majority of the proposed pipeline route. Trenchless technology will be utilized in select areas (e.g., stream crossings) to minimize the disturbance of surface features and infrastructure. Trenchless technologies typically include the use of directional boring equipment (augers, pneumatics and/or hydraulics) to install pipelines. Typical pipeline construction methods will be employed except for trenchless crossings at locations listed in Section 3.

Maps indicating the path of the proposed pipeline are included in Appendix A

Typical construction methods include:

- Clearing/grading the construction work space
- Trenching and pipe stringing
- Conventional and directional boring
- Welding and lowering the pipe into the trench
- Backfilling and regarding
- Hydrostatic testing
- Cleanup and reclamation

Total disturbed area:

- Pipeline Right-of-Way and Extra Workspace: approximately 54.75 acres

3.0 SCHEDULE

Construction of the pipeline will occur with one mainline construction spread from north to south, with one trench crew and one horizontal direction drill (HDD) crew. Construction is planned to start in early June 2013. Construction will begin with initial clearing and grading at the north end of the project. Prior to any grading or soil disturbing activities for the pipeline, temporary Best Management Practices (BMPs) will be implemented as necessary.

Construction of the pipeline will continue to the south at an expected average rate of about 7,500-foot increments with pipe installation and backfilling completed in one section before installation the next section, thereby minimizing the area of active operations. BMPs will be implemented as necessary for each section.

Completing the project in sections will reduce the length of open trench and minimize the potential for trench dewatering in longer segments.

The initiation of trenchless crossings will begin in May 2013. Trenchless crossings should occur at the following road crossings:

1	87TH Ave NW
2	Railroad Embankment
3	Hwy 23 (1804)
4	41st St NW
5	87th Ave NW
6	43rd St NW
7	44th St NW
8	82nd Ave NW
9	46th St NW
10	47th St NW
11	48th St NW
12	49th St NW
13	81st St NW
14	50th St NW
15	51st St NW
16	Hwy 8
17	53rd St NW
18	Hwy 8
19	Hwy 8
20	56th St NW
21	57th St NW
22	80th Ave NW
23	59th St NW
24	61st St NW

Final cleanup, reclamation, and installation of permanent BMPs is planned to be completed by November, 2013.

BMPs will be maintained as necessary during the project. Once all construction is completed, all remaining areas will be stabilized.

4.0 POTENTIAL SOURCES OF POLLUTION

The primary potential source of pollution from the Facility and pipeline sites are sediment from soil-disturbing activities associated with pipeline construction (grading and trenching).

The terrain through which the pipeline will pass is primarily pasture land, moderately well drained and, for the most part, flat or rolling (slopes <5%). The runoff coefficient value (the percentage of precipitation that is not absorbed by the ground surface) for soils in the project area ranges from 0.15 to 0.40. These values will increase following disturbance but will return to pre-construction levels once vegetation is reestablished.

Secondary sources of pollution include:

- Fugitive dust emissions
- Sedimentation from trench dewatering
- Potential discharges from temporary on-site storage of construction materials
- Potential discharges from oil, fuel, and lubricants associated with construction equipment and fueling
- Potential discharges from portable toilets

5.0 RECEIVING WATERS

Receiving waters consist of intermittent streams that will be crossed by the project. Appendix A displays the drainage crossings on the project, including images of the crossing points themselves.

6.0 POLLUTION CONTROL MEASURES/BMPs

Stormwater management BMPs include construction sequencing and specific construction techniques and materials. BMPs have been developed from standard pipeline construction BMPs developed specifically from the pipeline industry. The following sections address erosion control and BMPs for construction sequencing, temporary stabilization, and permanent stabilization.

6.1 BMPs – Construction Sequencing/Site Management

6.1.1 Construction Right-of-Way Ingress/Egress

Access to and from the pipeline construction right-of-way will occur via access roads along the length of the pipeline right-of-way. All project personnel will be instructed to only use these roads during project-related activities. Construction entrances will be installed where required to prevent sediment tracking onto asphalt, concrete, or improved road surface and to limit other damage such as road shoulder rutting. These access points will be stabilized with crushed rock underlain by geotextile filter fabric. Access will otherwise be along and within the designated construction right-of-way.

If excessive amounts of sediment are transported onto a public road surface or other paved area by project equipment or vehicles, it will be removed immediately from the road by shoveling and sweeping and returning to the adjacent construction right-of-way. Road washing will be allowed only after the sediment is removed in the above manner. Other means of cleaning vehicles prior to entering roads or driveways may include hand removal or tire washing.

6.1.2 Vegetation Clearing, Topsoiling, and Grading

Clearing will typically leave root systems intact to the extent practicable. Grading will be conducted as needed to create a level and safe working environment.

In general, topsoil will only be salvaged as requested by landowners. Topsoil will typically be salvaged from the trenchline to a depth of 12 inches, or the actual depth of topsoil as defined by the A horizon, whichever is less. Specific stormwater and erosion control BMPs relative to topsoiling and grading include.

- In addition to landowner requests, the following additional areas will have topsoil salvaged, handled, and stored separately from subsoil:
    - Wherever grading is necessary;
    - Where salvage is necessary to prevent rutting and mixing of topsoil and subsoil; and
    - As determined by Targa Badlands.
- Gaps will be left in topsoil piles to accommodate field roads; livestock trails, and as stipulated by the line list.
- At drainages, topsoil and spoil stockpiles will be stored a minimum of 10 feet from the ordinary high-water mark or to suit site conditions and protect the drainage as determined by the Environmental Inspector.

- Topsoil will not be stripped during excessively wet conditions (soil moisture high enough to foul blades, rut deeply, or heavily accumulate on tires and tracks), and/or inordinately windy conditions (large plumes of soil particles visibly moving during stripping operations).
- Trench spoil stockpiles will be stabilized as necessary with tackifier, short-term stabilizers, or equivalent products to prevent wind erosion.
- Topsoil will not be used as padding in the trench, to fill sacks for trench breakers, or for any other use as a construction material.
- Surplus topsoil stockpiles at permanent facilities will either be used for additional topsoil if needed on other portions of the project, or permanently revegetated.

6.1.3 Trenching

A minimum amount of trench will remain open at any one time on any construction heading or spread. Minimizing the amount of open trench in front of pipe stringing or other construction activities maintains soil in a less disturbed condition than would occur with trenching well in advance of on-going construction.

6.1.4 Hydrostatic and Trench Dewatering

Trench Dewatering

Where trench dewatering is required (prior to pipeline lowering-in, bedding and padding, or completing tie-ins), water will be pumped from the trench through sediment barriers, hay-bale structures, or filler bags at a controlled rate to prevent erosion and ensure that heavily silt-laden water does not flow off the right-of-way.

Hydrostatic Testing

After backfilling, the pipeline will be hydrostatically tested to ensure that the system is capable of operating at the design pressure. Should a leak or break occur, the line will be repaired and retested until the specifications are met. Surface owner approval will be obtained prior to discharge of the test water to land. Hydrostatic testing will be conducted in the following manner:

- Hydrostatic test manifolds will be located outside wetlands and riparian areas.
- Test water will be discharged into well-vegetated upland areas with the following buffer zones:

    - 50 feet from a property line boundary;
    - 300 feet from any actively-producing water well used for domestic or irrigation purposes; and
    - 800 feet from any actively-producing water well used for municipal purposes.

- Test water will be discharged into dewatering structures at a controlled rate to prevent overflowing structures and to prevent erosion.

6.1.5 Regrading

Regrading will return topography to approximate original conditions.

6.1.6 Cleanup

The contractor will make every effort to commence cleanup immediately following backfill, and complete final grading, topsoil replacement, and installation of permanent erosion control structures within 20 days after backfilling the trench. If seasonal or other weather conditions prevent compliance within this timeframe, temporary erosion controls will be maintained until conditions allow completion of cleanup.

6.1.7 Portable Toilets

Portable toilets will be installed as necessary along the construction right-of-way. Toilets will be maintained on a periodic basis to ensure they do not exceed capacity. Waste will be transported to a country-approved disposal facility.

6.1.8 Spill Plans

The pipeline construction contractor will be responsible for maintaining spill plans to prevent, contain and response to spills of hazardous materials, sewage, petroleum, lubrication oil and other substances regulated by environmental laws.

6.1.9 Wet Weather Conditions

If wet weather occurs during construction, the following measures will apply.

- Construction, operation, and maintenance activities will cease when the soil is too wet to adequately support vehicles and equipment.
- Timber mats or other specialized equipment (e.g. balloon tire equipment) that reduce or minimize rutting and other wet-weather construction-related impacts will be used where possible to allow construction to continue.

Should these measures fail to prevent rutting or other wet-weather construction impacts, contractors will implement the following types of measures to prevent additional impacts to soil as a result of wet-weather construction.

- Where possible, drainage across project facilities will be directed to reduce the potential for water to accumulate and saturate soils. Proper grading will result in fewer areas of ponded water on the project and less rutting.
- Should it be necessary to strip topsoil far in advance of construction to prevent wet weather delays relative to topsoil salvage or redistribution, the following stipulations will apply:

    - 10-foot vegetation buffer zones will be maintained between the cleared right-of-way and the ordinary high-water mark at all drainage crossings if the time between clearing/grading and pipe installation is expected to

exceed 10 days. The buffer will be maintained until trenching is imminent as determined by the Targa Badlands.

6.2 BMPs – Temporary Stabilization

Temporary stabilization BMPs will be installed to control stormwater runoff. The following BMPs are anticipated during construction; additional BMPs will be added as necessary to control erosion and prevent stormwater runoff.

6.2.1 Sediment Barriers

Sediment barriers will be installed to prevent sediment flow and erosion from disturbed areas. They may include silt fences, sediment logs, straw bales and/or sand bags. Sediment barriers will typically be installed as needed at the base of slopes where the right-of-way crosses or is adjacent to roads, drainages, or other sensitive resources where the topography could direct sediment into adjacent areas or create erosion on the project. Specific locations will be determined by site conditions.

Sediment barriers will be placed to facilitate construction activities. If sediment barriers are placed across the construction area, provisions will be made for traffic flow. A gap will be provided along the sediment barrier. Across the gap, a drivable earthen berm will be installed and maintained immediately upslope of the sediment barrier. If a removable barrier is used in place of a berm, it must be replaced at the end of the day or prior to a precipitation event.

Silt fence sediment barriers will be placed as needed at the bottom of slopes, at least six feet beyond the toe of the slope, where possible, to include ponding volume. The ends of the sediment barrier will be extended 10 feet off of the right-of-way into adjacent vegetation and turned slightly upslope to capture sediment.

Sediment logs will generally not be used in lieu of silt fence at drainage crossings but may be used for temporary erosion control across the right-of-way. Logs will be installed nearly perpendicular to the flow directions and parallel to the slop contour, and extend 3 feet into undisturbed vegetation at the downslope end.

Straw bales will be placed to follow slope contours and will not be used in areas of concentrated flow. Bales will left in place until permanent vegetation is established with any remaining straw used as mulch or scattered over surrounding areas. Bales shall be certified as noxious weed free.

Temporary slope breakers will be constructed as necessary to prevent excessive erosion. Slope breakers will be constructed in a straight line at a 3 to 5 percent gradient across the entire right-of-way to facilitate drainage to stable, vegetated, adjacent uplands. If right-of-way boundaries permit, the slope breaker berm (but not the trough) will extend 3-5 feet beyond the edge of the disturbance to insure that water flowing from the disturbed area does not return to the right-of-way below the slope breaker.

6.2.2 Interim Mulch

In some cases certified weed-free straw mulch, hydromulch, or a functional equivalent, as determined in consultation with the Environmental Inspector, will be applied to slopes to prevent erosion. Functional equivalents would include items such as wood chips or biodegradable tackifier. Interim mulch or equivalent will be applied if final grading and installation of permanent erosion control measures will not be completed in an area within 30 days after the trench in that area is backfilled, or if there is an extended interruption of construction or reclamation activity.

6.3 BMPs – Post-Construction/Permanent Stabilization

Post-construction BMPs may include mulching, sediment log placement along the bottom of slopes and matting. Permanent stabilization will be accomplished by revegetation.

Mulching and use of sediment logs are described under Temporary Stabilization.

6.3.1 Matting

Erosion control matting on upland sites will be considered on slopes over 60 percent with less than 70 percent surface cover of respread plant debris or rock; or on steep approach slopes at drainage crossings. Matting will be applied after a site has been seeded. Matting specifications will meet industry standards and will be monitored for washouts and mat shifting.

6.3.2 Permanent Slope Breakers

Permanent slope breakers will be constructed at the same spacing and locations, and to the same specifications, as described for temporary slope breakers. Permanent slope breakers will be installed across the right-of-way following backfilling and regarding and prior to topsoil redistribution and will be constructed using compacted native subsoils.

6.3.3 Trench Breakers

An engineer or similarly qualified professional will determine the need for and spacing of trench breakers. Otherwise, trench breakers will be installed at the same interval, but slightly uphill, of permanent slope breakers. In addition, trench breakers will be installed at the base of slopes greater than 5 percent where the base of the slope is less than 50 feet from a drainage with water, and at other points identified during project engineering. Sandbags or a low permeability plug such as foam or bentonite will be use for trench breaker construction for sloped areas. To prevent flow from wetlands or streams into the trench only foam or bentonite may be used. Topsoil will not be used to fill trench breaker bags.

6.3.4 Slope Tracking or Ripping

On moderate angle slopes (typically less than 15 percent) slope tracking or light ripping may be used to slow runoff and increase infiltration. Tracked equipment

will be operated perpendicular to the slope in overlapping passes to create parallel track divots across the slope. Alternatively, slopes may be shallowly ripped, plowed, or disced at cross angles to the slope to create furrows and slow runoff.

6.3.5 Revegetation

Seeding will be conducted by individual landowners following backfilling and regrading.

7.0 INSPECTION/MAINTENANCE PROCEDURES

The construction area and temporary stabilization BMPs will be inspected according to the following schedule:

- Daily inspection of dewatering sites, construction areas and BMPs in areas of active construction.
- At least bi-weekly (once every 14 calendar days) inspections of BMPs and general site conditions in areas where active construction is not occurring.
- All BMPs will be inspected within 24 hours of a 0.5 inch or greater rainfall event, when a snowmelt event causes surface erosion, and at least once every 24 hours during an extended rain event.

Bi-weekly and rain event inspections will be documented on the EPA Stormwater Construction Site Inspection Form (See Appendix B).

BMPs will be evaluated prior to a predicted storm event and measures needed to prevent off right-of-way sedimentation will be implemented. Inspections and any necessary remedies will be documented.

Maintenance of BMPs will occur as described below or as directed by Targa Badlands. In all cases, repairs or replacements will be made within 24 hours of discovery of a problem.

- Broken structural controls such as sediment logs, silt fence, matting, or other controls will be replaced or restored.
- Accumulated sediment will be removed from erosion control structures when sediment reaches 50 percent of the barrier capacity. It may be necessary to repair or replace sediment barriers to maintain proper functions. Sediment will be spread on the project or disposed of at an approved location if spreading would be detrimental to revegetation success.
- Additional erosion control measures and/or structures will be added to the project should substantial rilling, gullying, or sheet erosion occur as determined by inspections.
- All temporary erosion control structures and BMPs will be removed at final cleanup.
- Inspection and maintenance of permanent erosion control measures and structures will continue after construction following regionally large precipitation events for one year. After one year, erosion control measure and structures will be inspected during other pipeline inspections until final stabilization is achieved.

Project construction crews will be notified by the Environmental Inspector when wet weather conditions are anticipated, and when to initiate precautionary measures. The Environmental Inspector will ensure that the contractor has adequate equipment, materials, and crews available to response rapidly to storm events.

Permanent stabilization BMPs will be inspected as they are implemented or as soon as practicable. Permanent stabilization BMPs that are not constructed according to the text, details, and intent of this SWPPP – to prevent stormwater pollution and promote revegetation – will be repaired or replaced by the contractor as soon as practicable. Inspection and any necessary remedies will be documented.

8.0 SWPPP AMENDMENTS

This SWPPP may be amended due to a change in construction which could affect the discharge of pollutants, or if the SWPPP is not effective in eliminating or significantly minimizing pollutant discharge from the site. The following items will be included in each amendment:

- Who requested the amendment
- Location of proposed change
- Reason for change
- Original BMP proposed if any
- New proposed BMP

Amendments will be recorded in the SWPPP Amendment Log (See Appendix B).

9.0 ELIGIBILITY RELATED TO ENDANGERED SPECIES

The U.S. Fish and Wildlife Service lists three species within Mountrail County as either threatened (T) or endangered (E). Per the North Dakota Natural Heritage Inventory database, the Least Tern is also a Species of Special Concern (SSC) for Mountrail County. Per the North Dakota Game and Fish Department, there are no state endangered species. The following table identifies the federally listed species identified for Mountrail County.

Type	Common Name	Scientific Name	Status	Description of Suitable Habitat	Adversely Affected By Pipeline?	
					YES	NO
Bird	Piping Plover	Charadrius melodus	T	Wintering migrant; typically inhabits beaches and bayside mud or salt flats.	-	X
Bird	Least Turn	Sterna antillarum	E	Least terns typically nest on sand islands or sand bars in low- to no-grade portions of major rivers.	-	X
Birds	Whooping Crane	Grus americana	E	Potential migrant via plains throughout most of the State	-	X
Mammal	Black-Footed Ferret	Mustela Nigipes	E	Usually found near prairie dog colonies	-	X
Mammal	Grey Wolf	Canis Lupis	E	Usually found in areas with an abundance of prey and minimal conflict with humans	-	X

The pipeline construction corridor has been specifically chosen to limit the impact on the above species. In order to further minimize any possible impact, however unlikely, the following procedures will be adhered to:

- Avoid disturbing streams, wetlands, and stands of mature hardwood timber (>80 years in age);
- Directionally drill portions of the line under any perennial streams (note, the pipeline route will not cross any perennial streams);
- Minimize vegetation clearing to the minimum width necessary for work space and using erosion control measures during and after construction; and
- Use brush hogging rather than non-selective broadleaf herbicides for woody vegetation maintenance during fall or winter months to avoid incidental take of bird and small mammal nests.

10.0 ELIGIBILITY RELATED TO TOTAL MAXIMUM DAILY LOADS (TMDLs)

The pipeline construction project will not cross any impaired water ways. Were it to cross any such water way, the following stipulations would be followed:

- The frequency of BMP inspections would occur as stated in Section 7.0 for areas crossing impaired waters; and
- Final stabilization activities would be completed within 7 calendar days after the temporary or permanent cessation of earth-disturbing activities.

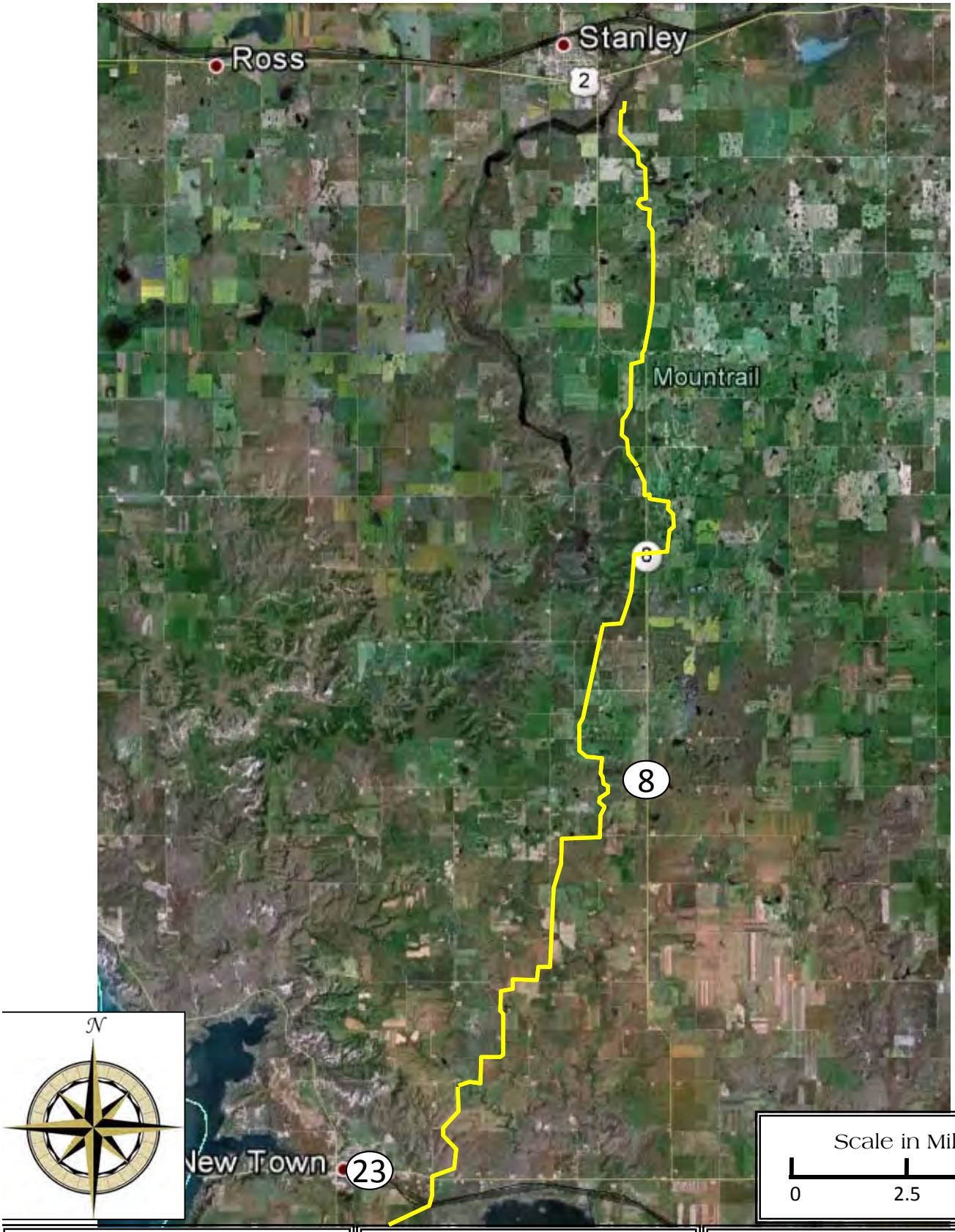
11.0 ELIGIBILITY RELATED TO HISTORIC PROPERTIES

Based on the results of a literature review, it was determined that cultural resources are not likely to exist in the project area. However, if artifacts are discovered during trenching, the North Dakota State Historic Preservation Office (SHPO) will be consulted.

Southwest GEOSCIENCE

Appendix A

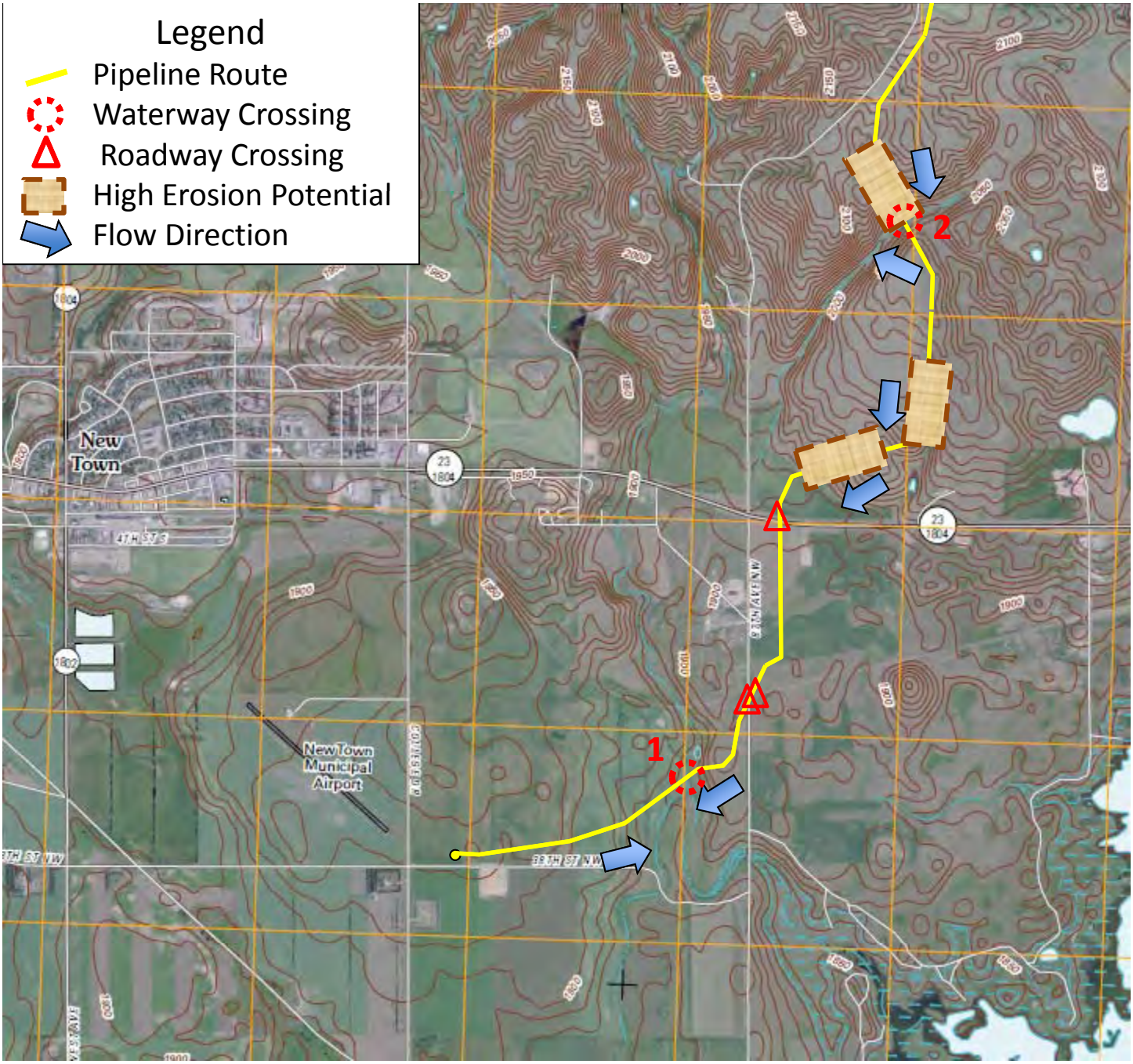
Figures and Maps



New Town -Stanley Pipeline
Montrail County, ND
SWG Project No. 0512P006C

Southwest GEOSCIENCE

Figure 1
Pipeline
Location
Overview



N

Note: Route maps run from south to north.

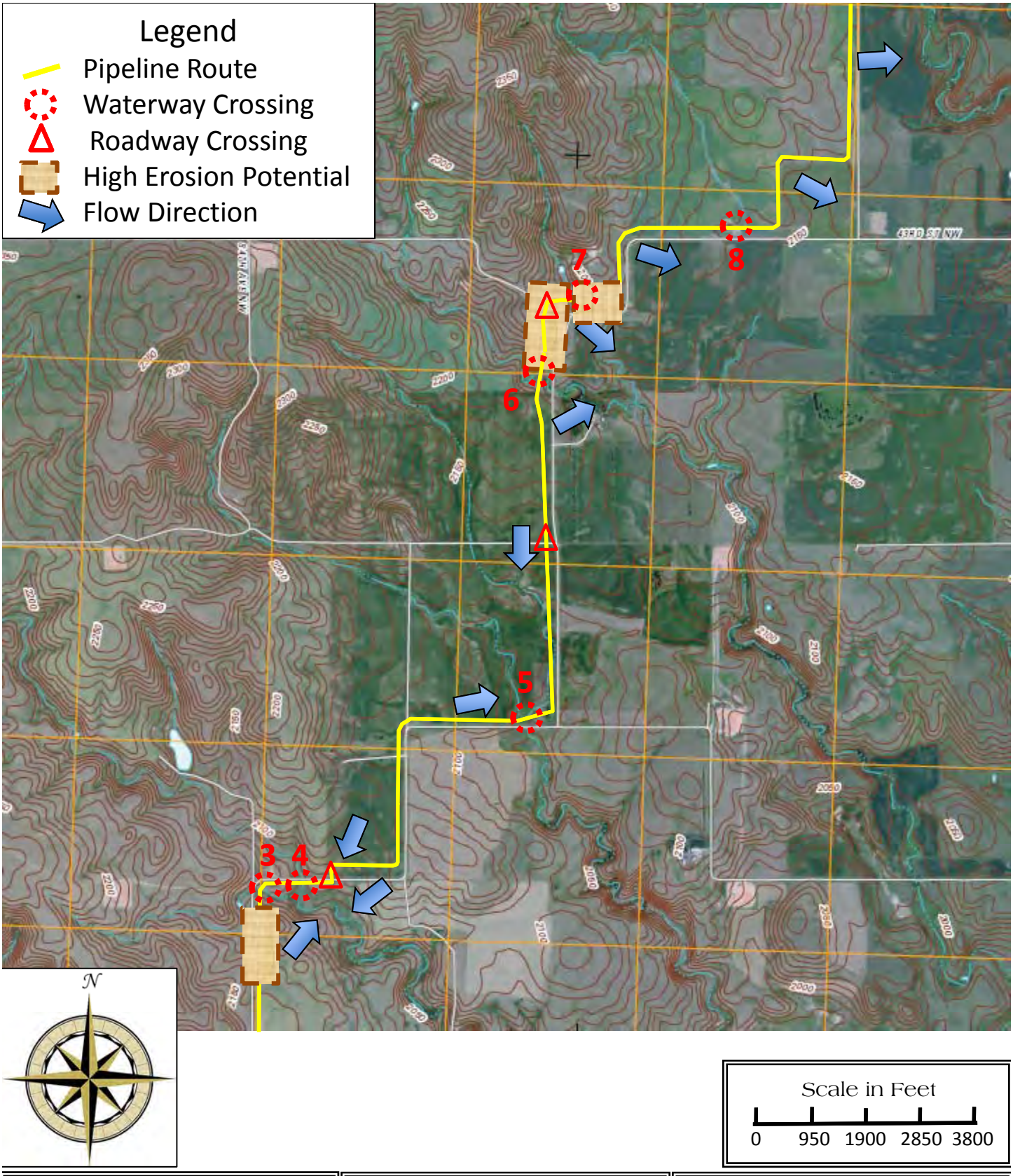
Scale in Feet

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New Town -Stanley Pipeline
Montrail County, ND
SWG Project No. 0512P006C

Southwest GEOSCIENCE

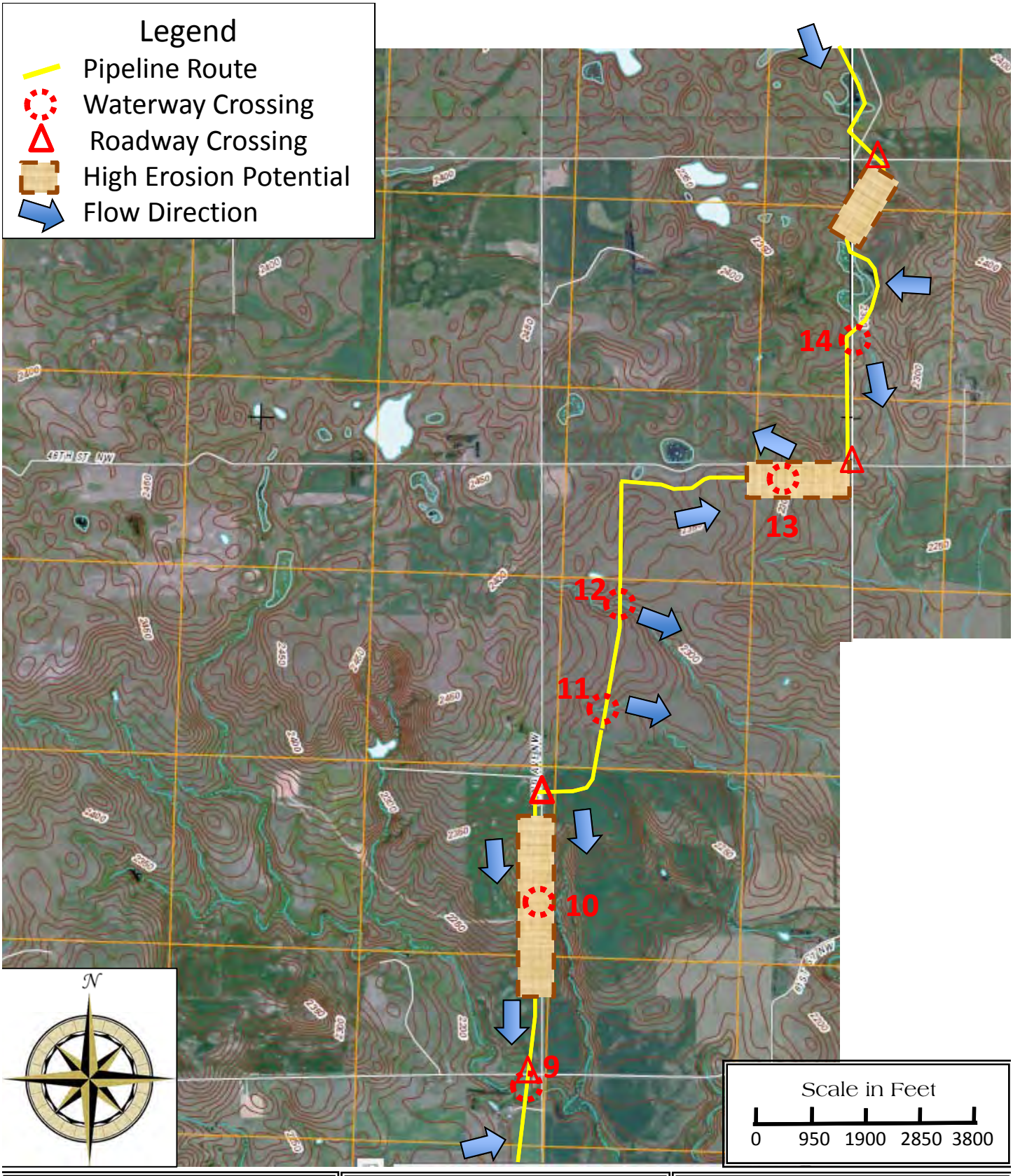
Figure 2A
Segment 1



New Town -Stanley Pipeline
Montrail County, ND
SWG Project No. 0512P006C

Southwest GEOSCIENCE

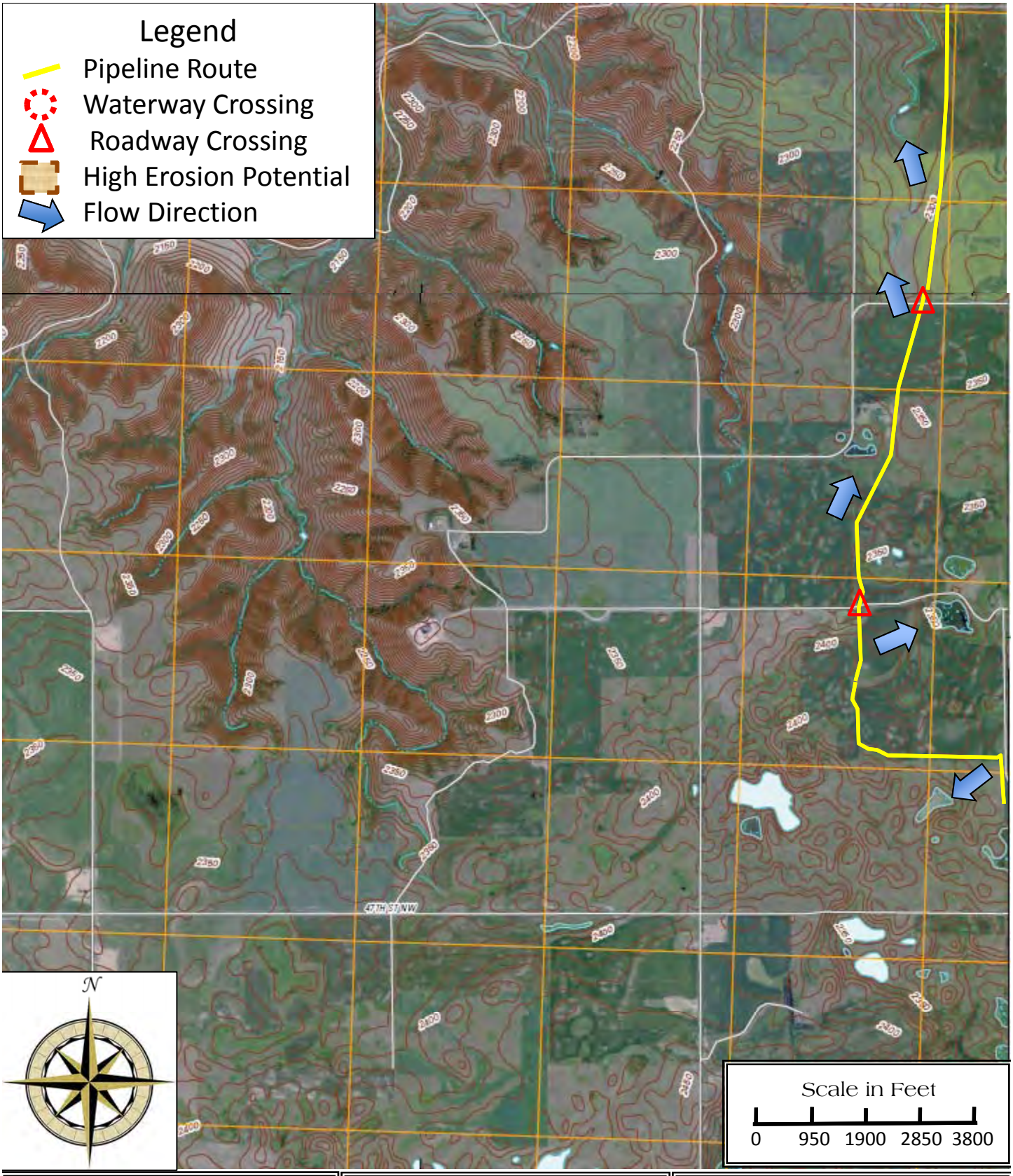
Figure 2B
Segment 2



New Town -Stanley Pipeline
Montrail County, ND
SWG Project No. 0512P006C

Southwest GEOSCIENCE

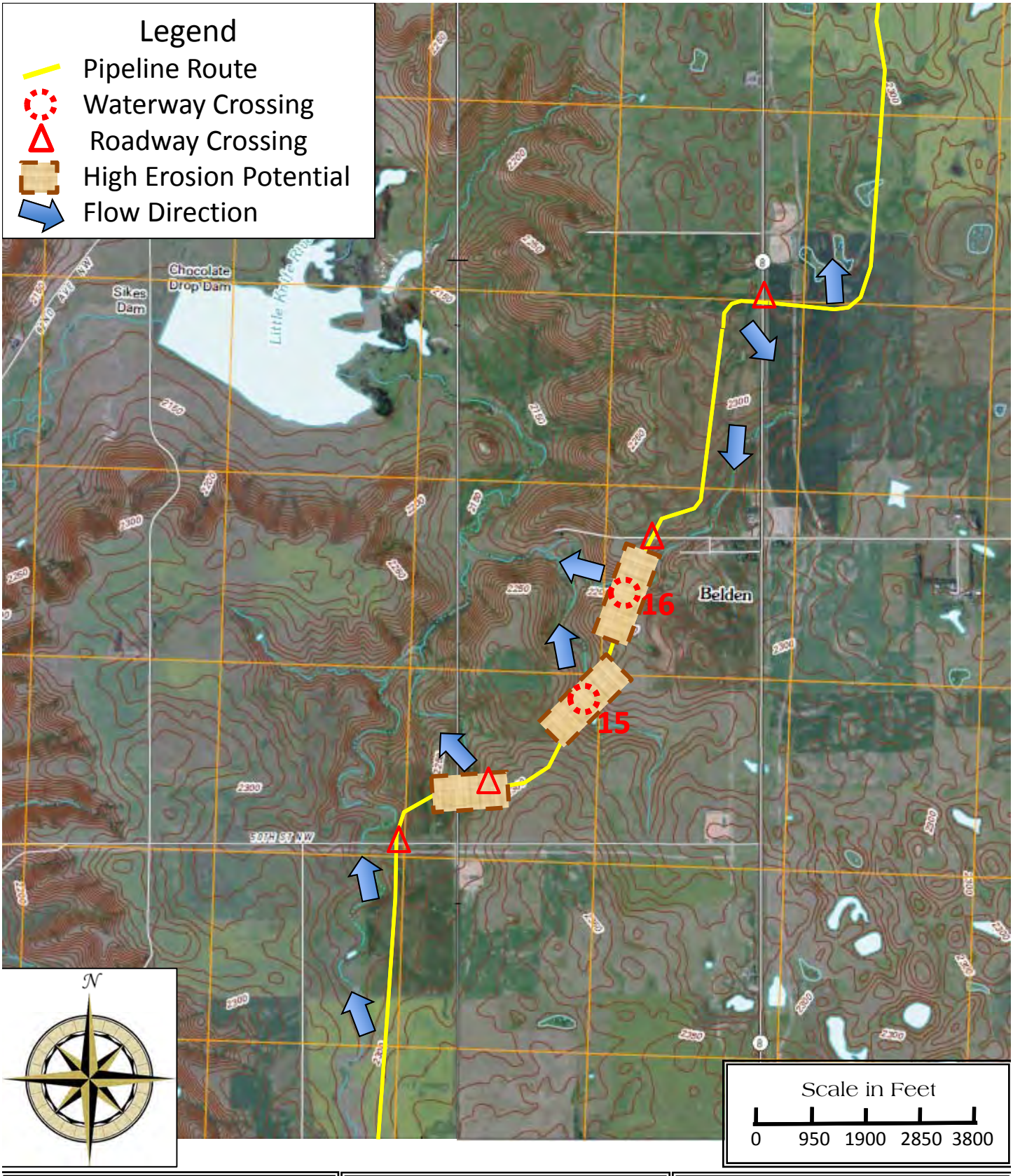
Figure 2C
Segment 3



New Town -Stanley Pipeline
Montrail County, ND
SWG Project No. 0512P006C

Southwest GEOSCIENCE

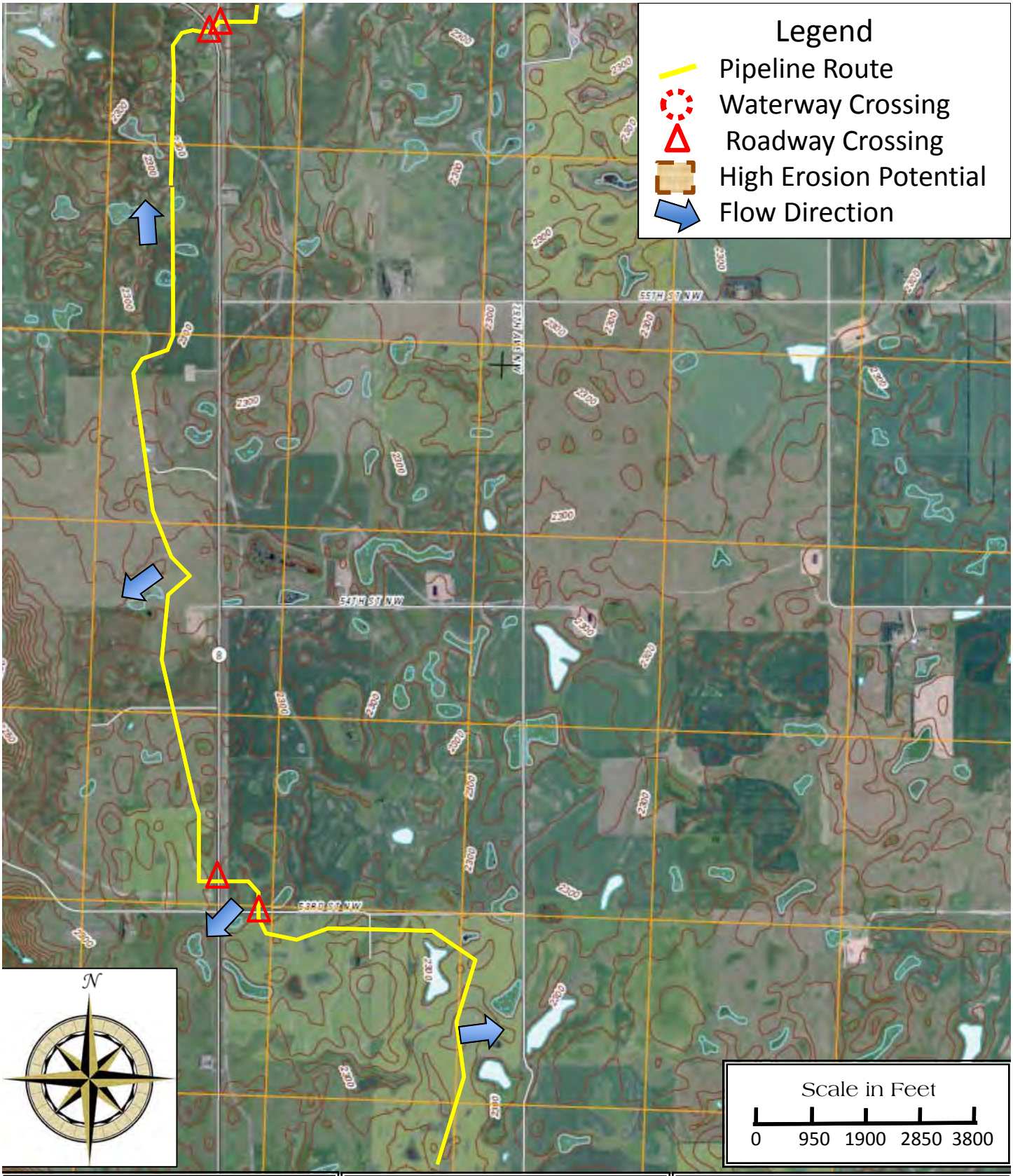
Figure 2D
Segment 4



New Town -Stanley Pipeline
Montrail County, ND
SWG Project No. 0512P006C

Southwest GEOSCIENCE

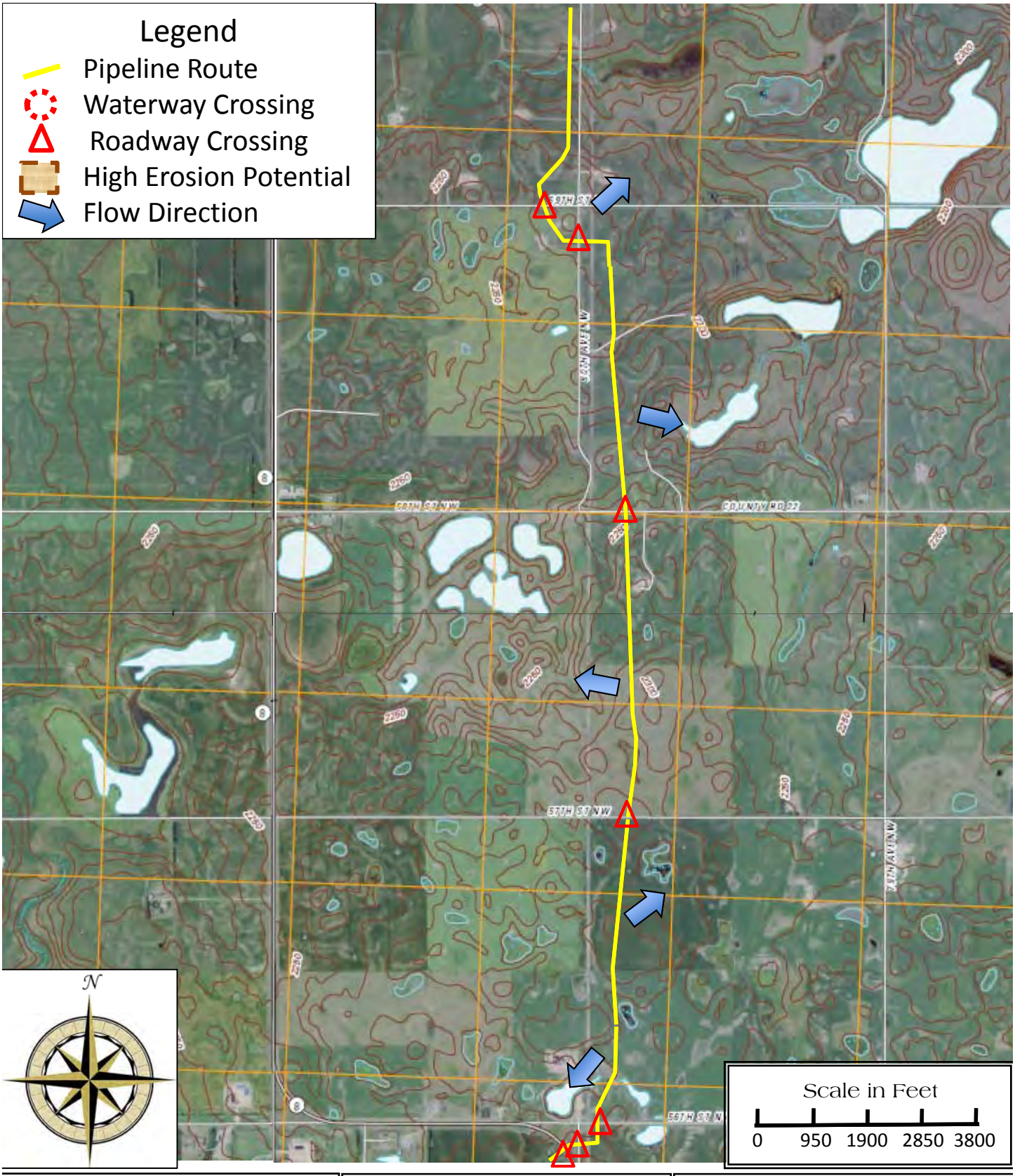
Figure 2E
Segment 5



New Town -Stanley Pipeline
Montrail County, ND
SWG Project No. 0512P006C

Southwest GEOSCIENCE

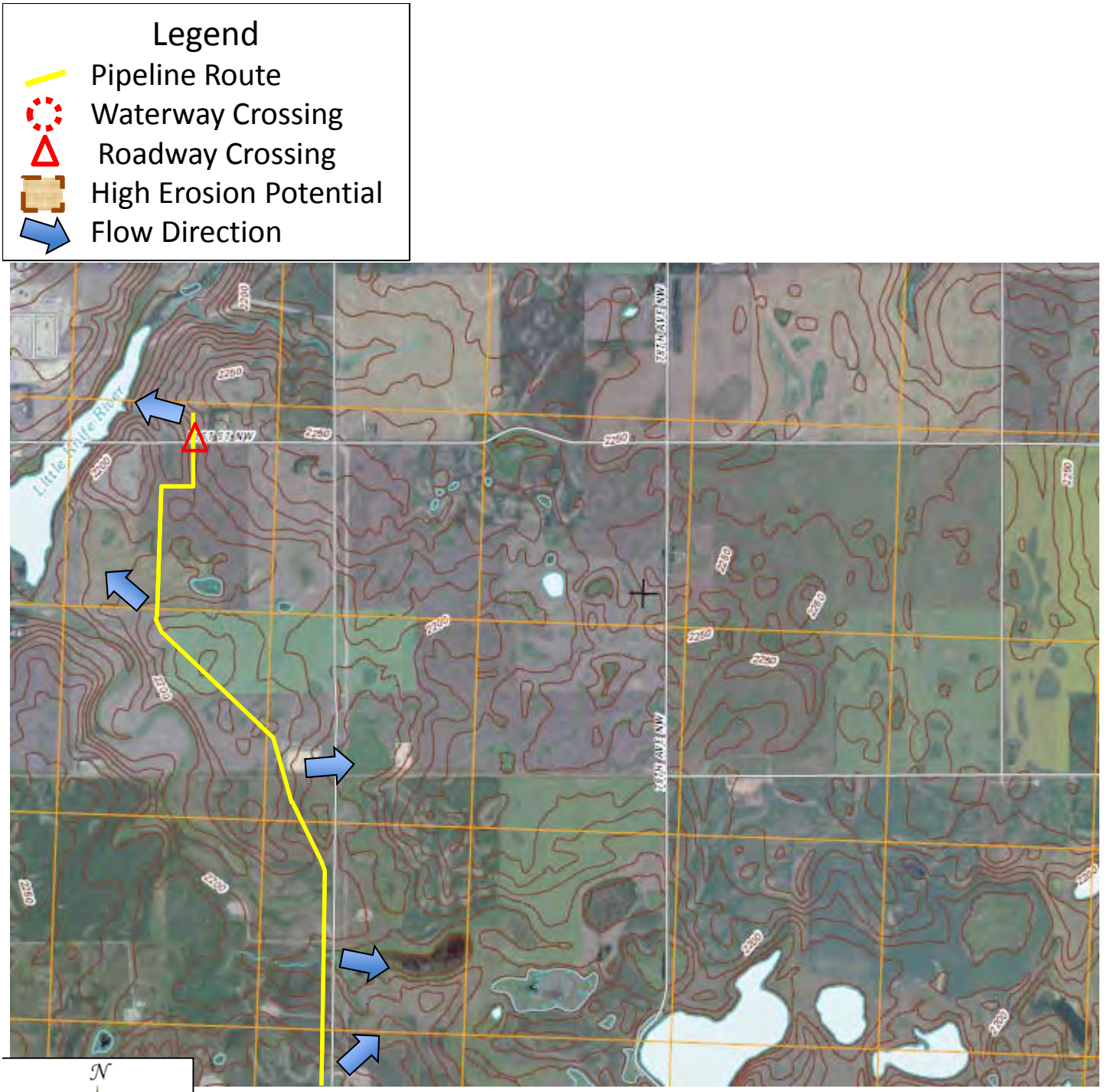
Figure 2F
Segment 6



New Town -Stanley Pipeline
Montrail County, ND
SWG Project No. 0512P006C

Southwest GEOSCIENCE

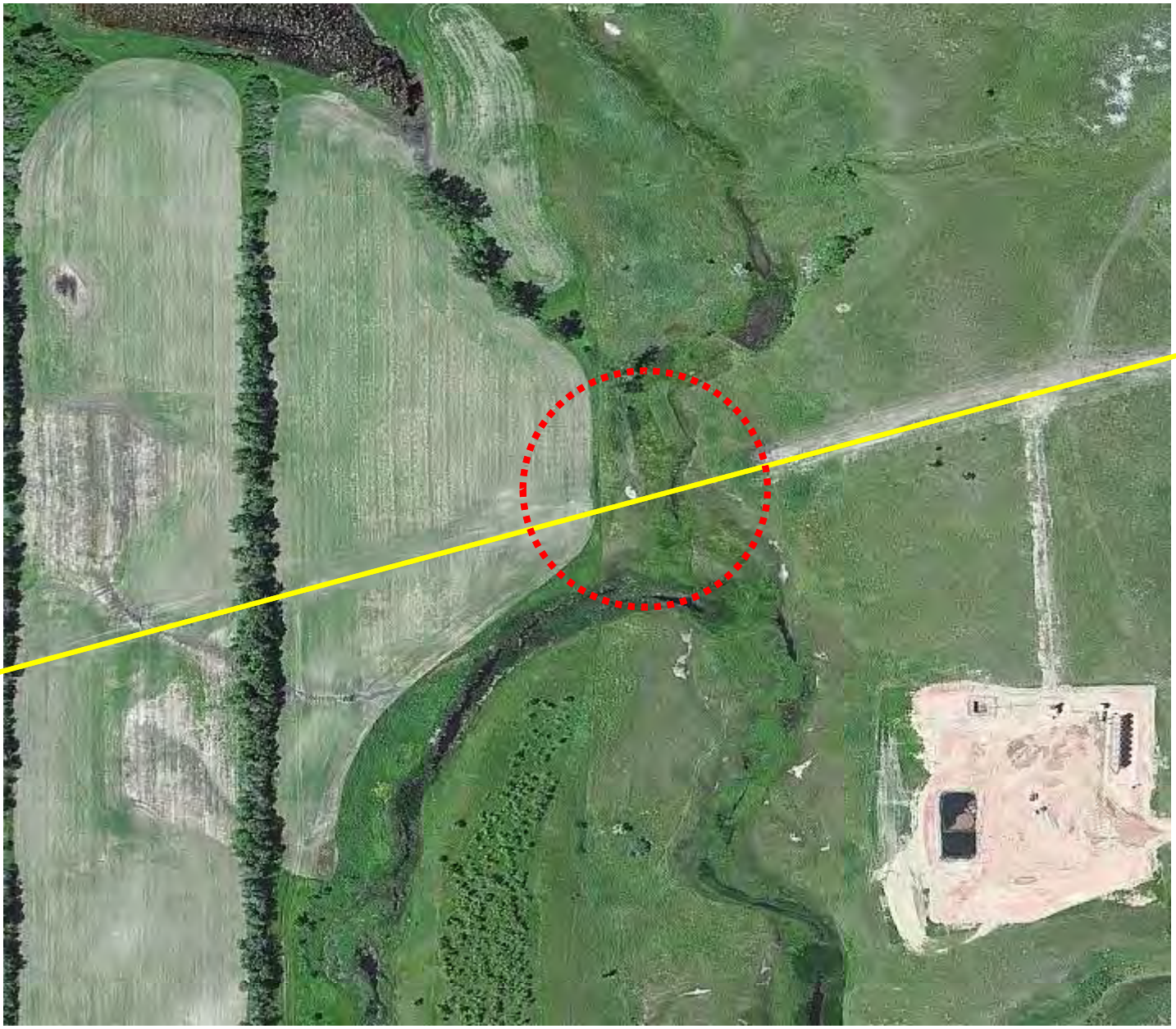
Figure 2G
Segment 7

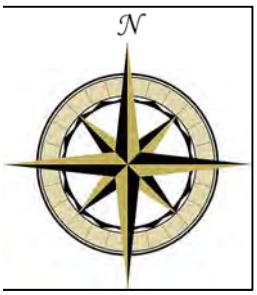


New Town -Stanley Pipeline
Montrail County, ND
SWG Project No. 0512P006C

Southwest GEOSCIENCE

Figure 2H
Segment 8





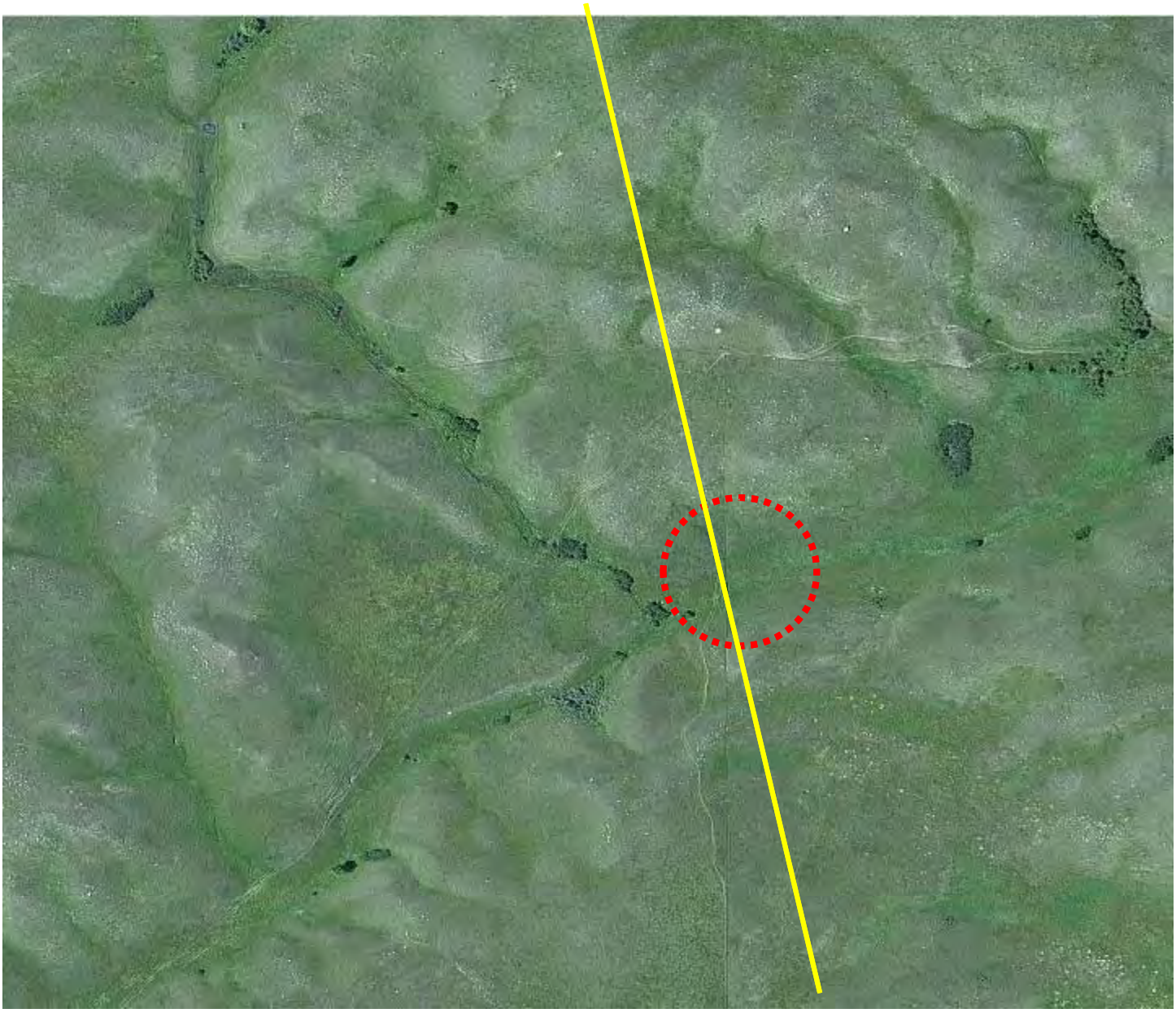
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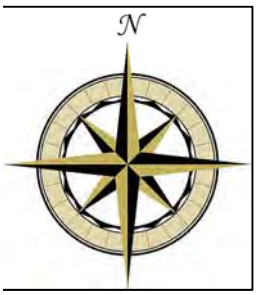
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New Town -Stanley Pipeline
Montrail County, ND
SWG Project No. 0512P006C

Southwest GEOSCIENCE

Figure 3A
Water Crossing #1





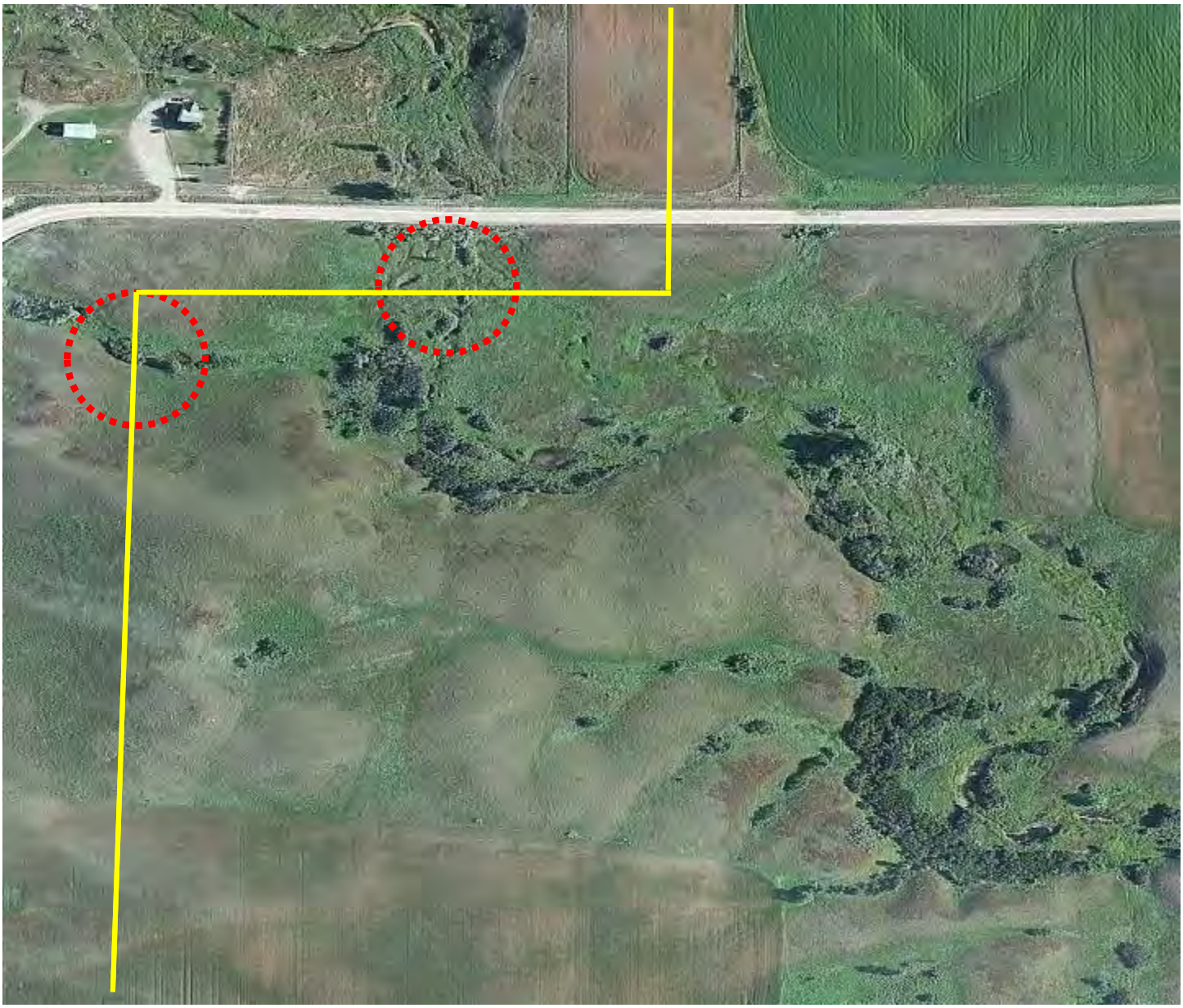
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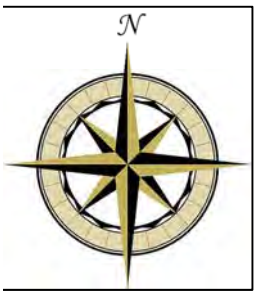
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New Town -Stanley Pipeline
Montrail County, ND
SWG Project No. 0512P006C

Southwest GEOSCIENCE

Figure 3B
Water Crossing #2





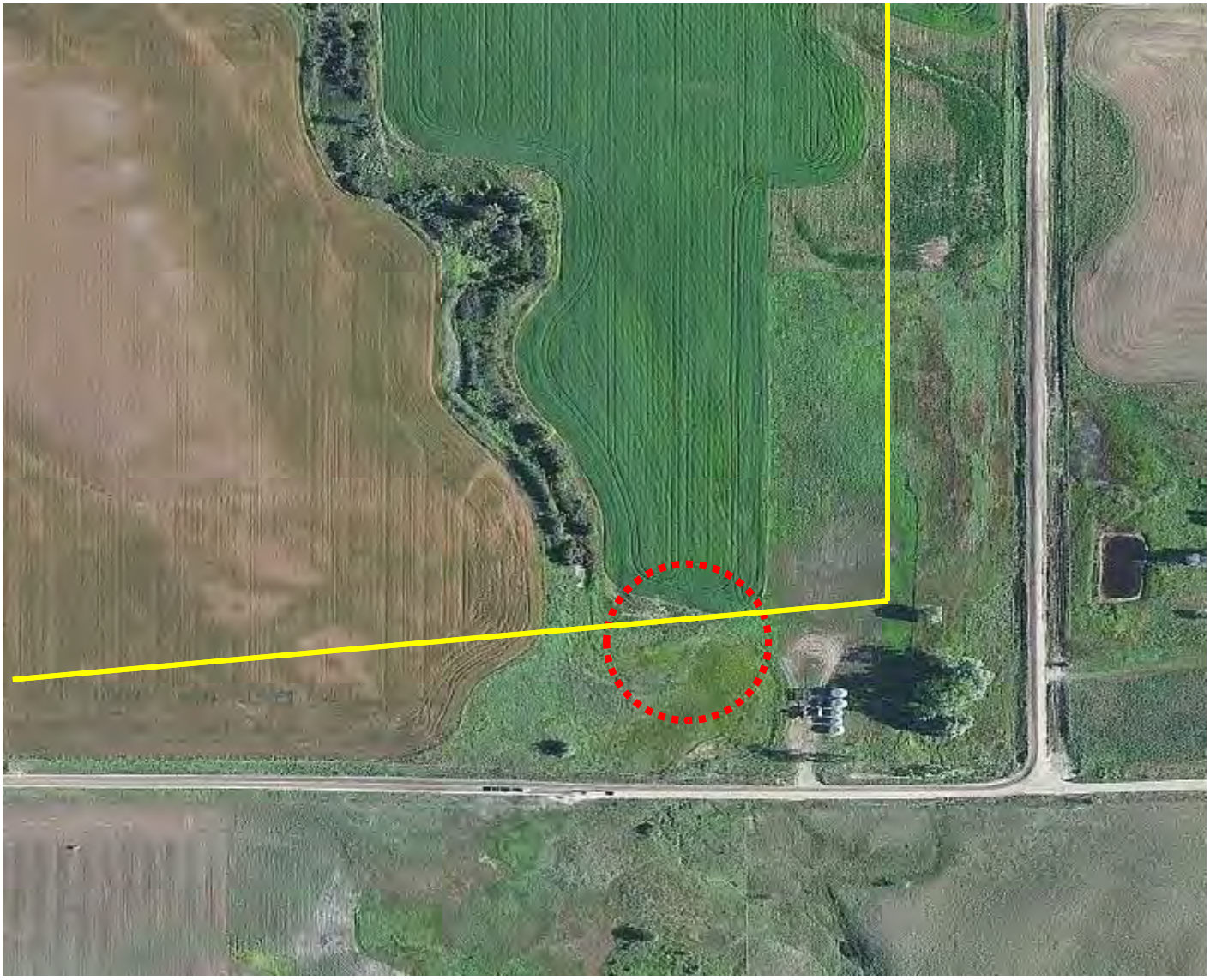
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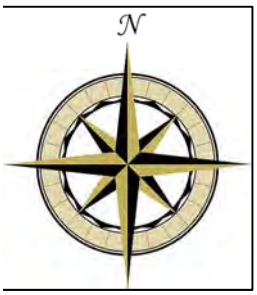
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New Town -Stanley Pipeline
Montrail County, ND
SWG Project No. 0512P006C

Southwest GEOSCIENCE

Figure 3C
Water Crossing #3, 4





Scale in Feet

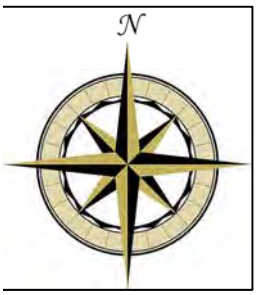
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New Town -Stanley Pipeline
Montrail County, ND
SWG Project No. 0512P006C

Southwest GEOSCIENCE

Figure 3D
Water Crossing #5





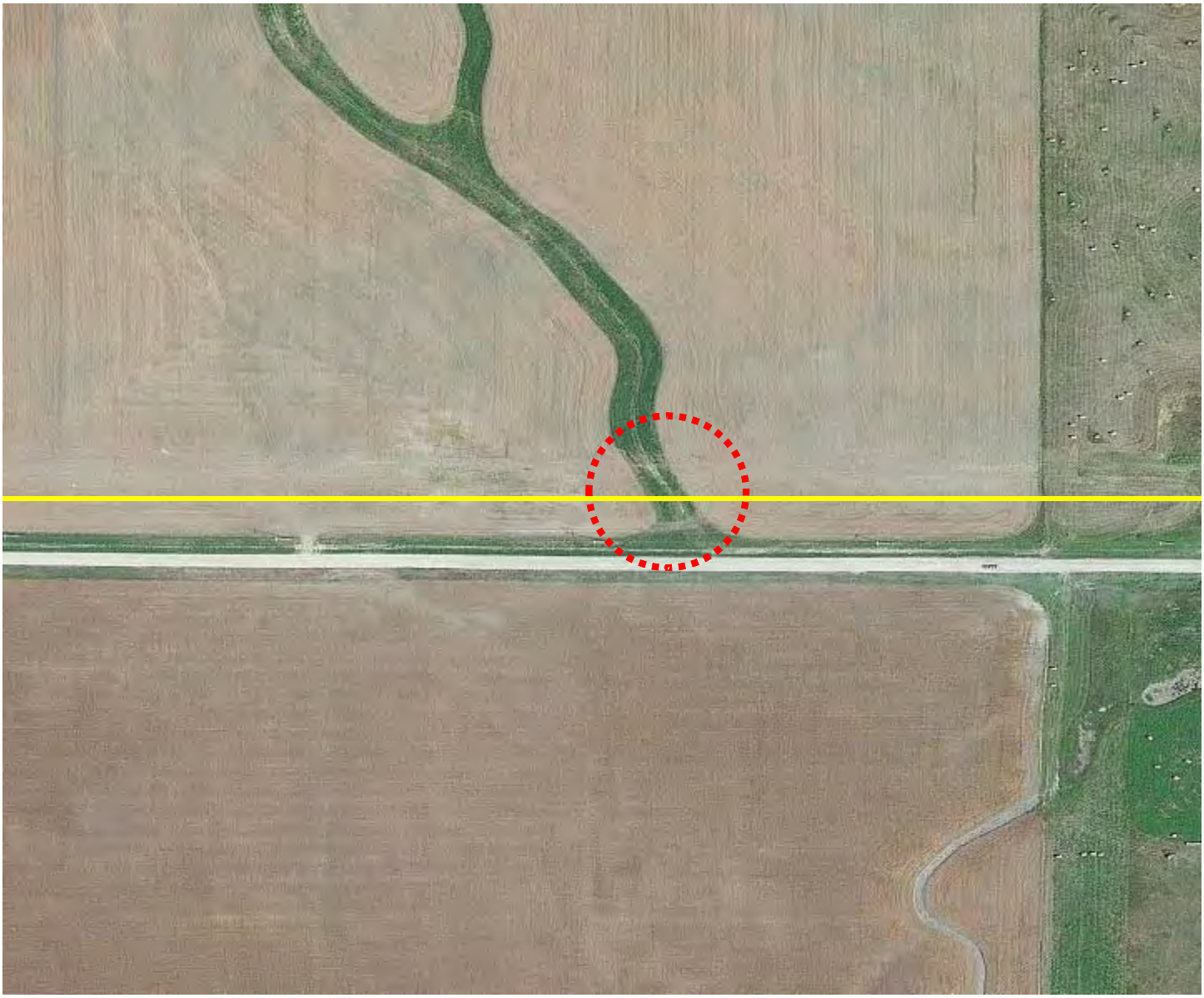
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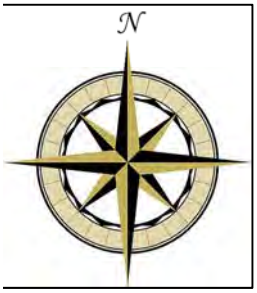
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New Town -Stanley Pipeline
Montrail County, ND
SWG Project No. 0512P006C

Southwest GEOSCIENCE

Figure 3E
Water Crossing #6, 7





Scale in Feet

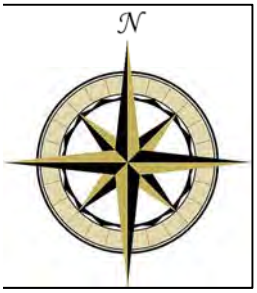
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New Town -Stanley Pipeline
Montrail County, ND
SWG Project No. 0512P006C

Southwest GEOSCIENCE

Figure 3F
Water Crossing #8





Scale in Feet

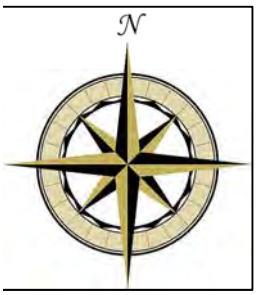
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New Town -Stanley Pipeline
Montrail County, ND
SWG Project No. 0512P006C

Southwest GEOSCIENCE

Figure 3G
Water Crossing #9





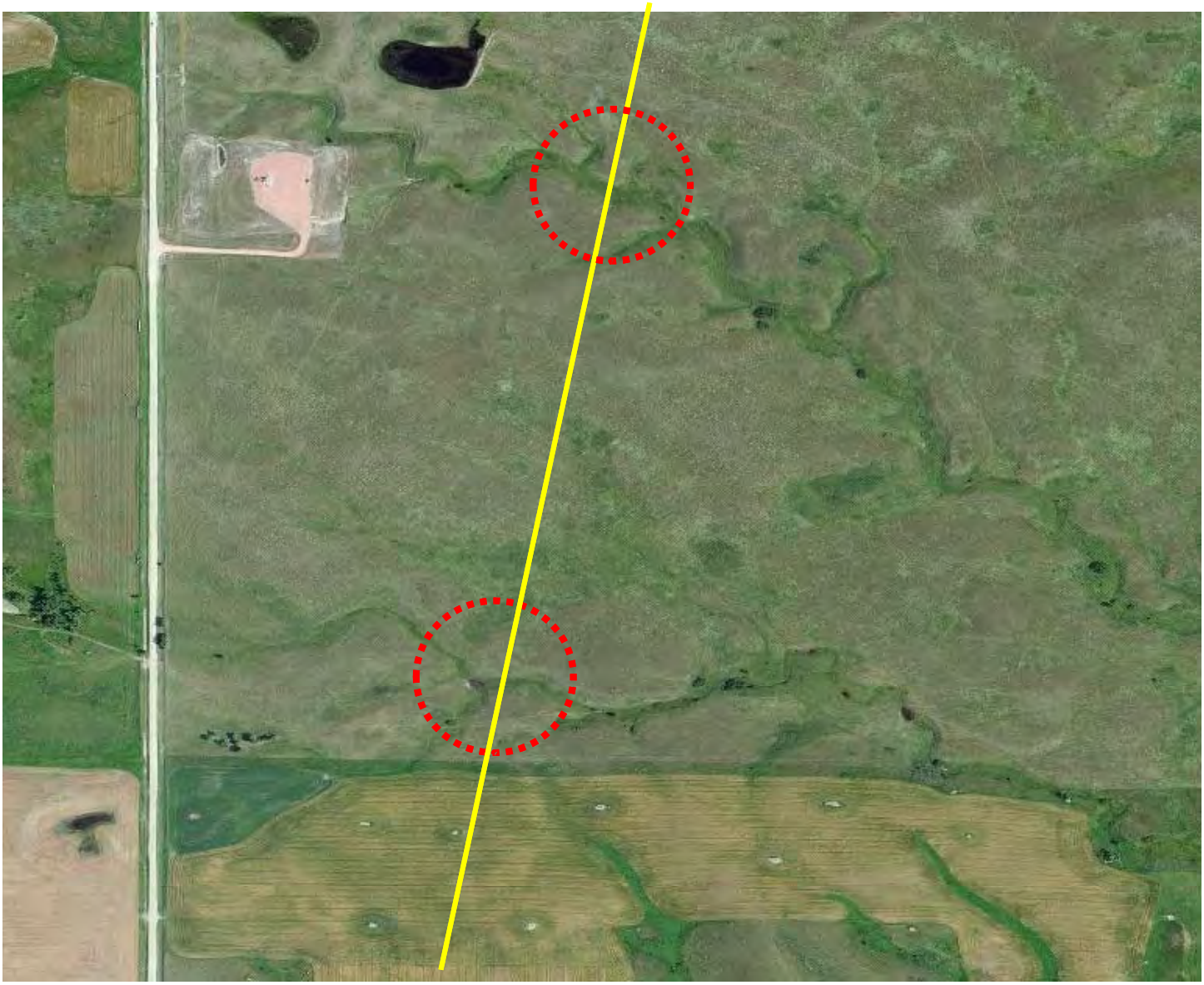
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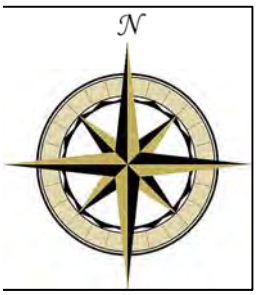
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New Town -Stanley Pipeline
Montrail County, ND
SWG Project No. 0512P006C

Southwest GEOSCIENCE

Figure 3H
Water Crossing #10





Scale in Feet

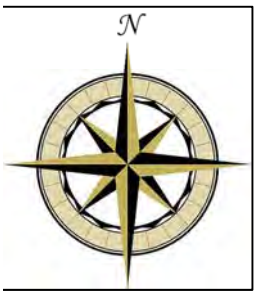
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New Town -Stanley Pipeline
Montrail County, ND
SWG Project No. 0512P006C

Southwest GEOSCIENCE

Figure 3I
Water Crossing #11, 12





Scale in Feet

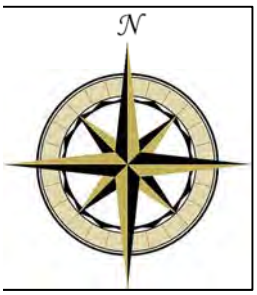
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New Town -Stanley Pipeline
Montrail County, ND
SWG Project No. 0512P006C

Southwest GEOSCIENCE

Figure 3J
Water Crossing #13





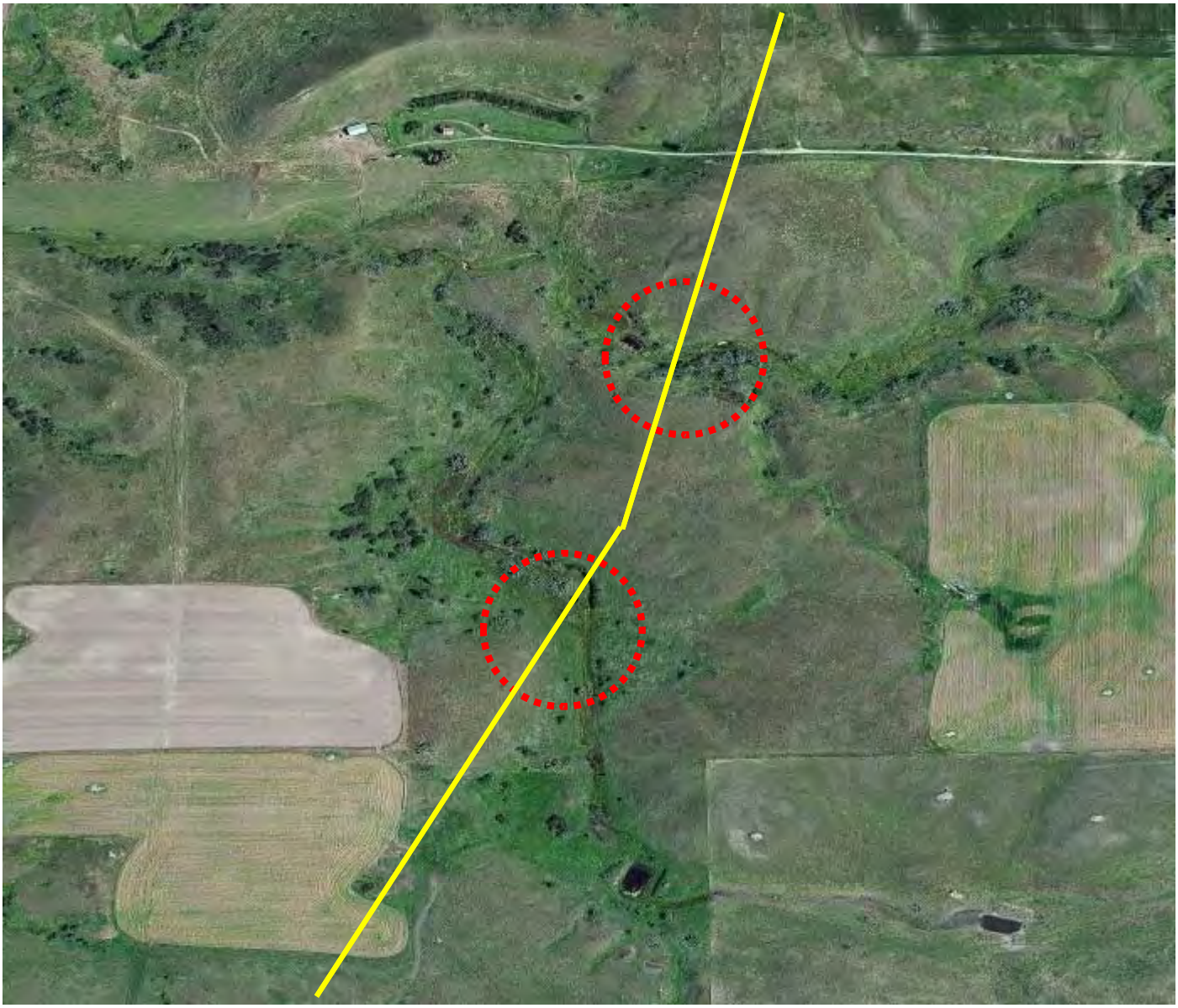
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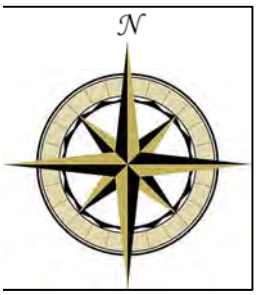
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New Town -Stanley Pipeline
Montrail County, ND
SWG Project No. 0512P006C

Southwest GEOSCIENCE

Figure 3K
Water Crossing #14





Scale in Feet

0 60 120 180 240

New Town -Stanley Pipeline
Montrail County, ND
SWG Project No. 0512P006C

Southwest GEOSCIENCE

Figure 3L
Water Crossing #15, 16

Southwest
GEOSCIENCE

Appendix B

Forms

Site Inspection Record Template
Construction
(07-2010)

Project Name: _____

Coverage Number: _____

Inspector: _____ Date: _____ Time: _____

Precipitation Amount: _____ Date: _____

Areas Inspected (Choose Applicable):
- ☐ Active areas
- ☐ Stabilized areas with less than 70% cover
- ☐ Areas that have achieved final stabilization

Is there evidence of, or the potential for, pollutants entering drainage systems or waters of the state from:

- Material Storage Areas ☐ Y ☐ N
- Vehicle Maintenance Areas ☐ Y ☐ N

Observations / Corrective Actions:

_____

_____

_____

☒ Y ☐ N	Have all erosion and sediment controls and best management practices identified in the plan been installed or implemented?
☐ Y ☐ N	Are erosion and sediment controls operating correctly and in serviceable condition?
☐ Y ☐ N	Are erosion and sediment controls operating consistently and effectively?
☐ Y ☐ N	Are there any devices similar to silt fence or fiber rolls where sediment has reached more than 1/3 the height of the device? (Removal and repairs must be made within 24 hours.)
☐ Y ☐ N	Are there any sediment basins where collected sediment has reduced the storage capacity by 1/2? (Drainage and removal must be completed within 72 hours.)
☐ Y ☐ N	Is there evidence of sediment deposits in surface waters, drainage ditches or other stormwater conveyance systems? (Removal and stabilization must be completed within 7 days unless prohibited by legal, regulatory or physical access constrains. All reasonable efforts must be made to obtain access. Once permission is granted, removal must take place within 7 days.)
☐ Y ☐ N ☐ NA	Is there evidence of sediment being tracked off-site by vehicles or equipment? (Sediment tracked or deposited on paved surfaces must be removed within 24 hours.)
☐ Y ☐ N	Is there evidence of sediment depositing off-site other than in surface waters, drainage ditches and stormwater conveyance systems? (Sediment must be recovered in a manner and frequency sufficient to minimize off-site impacts – for example, sediment could wash away during the next precipitation event.)
☐ Y ☐ N ☐ NA	Is stormwater flow distributed evenly over vegetative buffers?
☐ Y ☐ N ☐ NA	Is sediment accumulating in vegetative buffers?
☐ Y ☐ N ☐ NA	Are rills forming within vegetative buffers? (If vegetative buffers are silted covered, contain rills or are otherwise rendered ineffective, other erosion and sediment controls must be implemented. Eroded areas must be repaired and stabilized.)
☐ Y ☐ N	Are litter, debris, chemicals and parts being managed properly to minimize stormwater pollution?
☐ Y ☐ N	Are liquid or soluble materials like oil, fuel, paint, etc., properly stored to prevent spills, leaks or other discharges?

☐ Y ☐ N	Is there evidence of concrete wash water discharging to waters of the state, storm sewer systems or onto adjacent properties?
☐ Y ☐ N	Is there evidence of wastewater from processing operations or sanitary facilities (i.e., portable toilets) discharging from the site? (These types of discharges are not covered by the construction general permit, NDR10-0000. They must be stopped immediately if they are not covered by another type of permit. The following non-stormwater discharges are allowable if the appropriate prevention measures are in place: fire-fighting, fire hydrant flushing, potable water line flushing, infrequent building and equipment wash down without detergents, uncontaminated foundation drains, springs, lawn watering and air conditioning condensate. Please note that discharges from temporary dewatering activities, such as hydrostatic testing or disinfection of new pipelines may require coverage under the temporary dewatering general permit, NDG07-0000.)
☐ Y ☐ N	Is there evidence of wash water from tools or equipment draining to waters of the state, drainage ditches or storm sewer systems?
☐ Y ☐ N ☐ NA	Are permanent stormwater management measures (e.g., oil-water separators, rain gardens) functioning properly?

Corrective Actions and Schedule:

_____

_____

_____

- Are best management practices effective to minimize the discharge of sediment from the site? ☐ Y ☐ N
- Do best management practices need to be adjusted? ☐ Y ☐ N
- Are additional best management practices needed? ☐ Y ☐ N

Comments:

_____

_____

_____

List all spills, leaks or hose-breaks that have occurred since the last inspection:

-Size	-Location	-Was it reportable?	-Was it reported?
_____	_____	☐ Y ☐ N	☐ Y ☐ N
_____	_____	☐ Y ☐ N	☐ Y ☐ N
_____	_____	☐ Y ☐ N	☐ Y ☐ N

- Were Spill Prevention Procedures adequate? ☐ Y ☐ N
- What Spill Response Procedures were used?

Comments

_____

_____

_____

- Has the SWPP Plan been updated as a result of this inspection? ☐ Y ☐ N
- Has the Site Map been updated as a result of this inspection? ☐ Y ☐ N

SWPP AMENDMENT LOG

Amendment Number	Description of Amendment	Date of Amendment	Amendment Prepared by

Southwest GEOSCIENCE

Appendix C

Permit NDR10-0000

Permit No: NDR10-0000
Effective Date: October 12, 2009
Expiration Date: September 30, 2014

AUTHORIZATION TO DISCHARGE UNDER THE

NORTH DAKOTA POLLUTANT DISCHARGE ELIMINATION SYSTEM

In compliance with Chapter 33-16-01 of the North Dakota Department of Health rules as promulgated under Chapter 61-28 (North Dakota Water Pollution Control Act) of the North Dakota Century Code,

Facilities both qualifying for and satisfying the requirements identified in Part I of the permit

are authorized to discharge stormwater associated with **construction activity**

to waters of the state

in accordance with conditions set forth in this permit.

This permit and the authorization to discharge shall expire at midnight,

September 30, 2014.

Signed this 12TH day of October, 2009.

Dennis R. Fewless, Director
Division of Water Quality

BP 2009.02.05

Table of Contents

I. PERMIT COVERAGE AND LIMITATIONS 3
A. Discharges Covered 3
B. Discharges Not Covered 3
C. Obtaining Coverage and Authorization Effective Date 4
D. Application (Notice of Intent) Process 4
E. Notice of Termination (NOT) 5
F. Transfer of Ownership or Control 6
G. Municipal Separate Storm Sewer System (MS4) Permittees 6
II. STORMWATER DISCHARGE REQUIREMENTS 7
A. Prohibition of Non-Stormwater Discharges 7
B. Releases in Excess of Reportable Quantities 7
C. Stormwater Pollution Prevention Plans 7
D. Local Requirements 11
E. Final Stabilization 11
III. SELF MONITORING AND REPORTING 11
A. Inspection and Maintenance Requirements 11
B. Records Location 12
IV. STANDARD CONDITIONS 13
A. COMPLIANCE RESPONSIBILITIES 13
B. GENERAL REQUIREMENTS 16
Appendix 1 – Erosion and Sediment Control Guidelines 21

I. PERMIT COVERAGE AND LIMITATIONS

A. Discharges Covered

1. This permit applies to all areas within the jurisdiction of the state of North Dakota.

2. This permit applies to stormwater discharges associated with construction activity and small construction activity as defined in Title 40 of the Code of Federal Regulations (CFR), Parts 122.26(b)(14)(x) and (b)(15), respectively. The reference to construction activity in this permit includes both large construction activity and small construction activity as described below.

   a. Large construction activity includes clearing, grading and excavation, that disturbs land of equal to or greater than five (5) acres and includes the disturbance of less than five (5) acres of total land area that is a part of a larger common plan of development or sale if the larger common plan will ultimately disturb five (5) acres or more.

   b. Small construction activity includes clearing, grading and excavation, that disturbs land of equal to or greater than one (1) acre, and includes the disturbance of less than one (1) acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater that one and less than five (5) acres.

3. Stormwater discharges from support activities (e.g., concrete or asphalt batch plants, equipment staging yards, material storage areas, excavated material disposal areas, borrow areas) may be covered by this permit as part of a related construction site.

4. Certain non-stormwater discharges from facilities covered by this permit and meeting the requirements specified in Part II.A.

B. Discharges Not Covered

1. Stormwater discharges associated with industrial activity from any source other than construction activities described in Part I.A.

2. Post-construction discharges from industrial activity that originate from the site after construction activities have been completed at the site. Industrial and post-construction stormwater discharges may need to be covered by a separate stormwater permit.

3. The placement of fill into waters of the state requiring local, state, or federal authorizations (such as U.S. Army Corps of Engineers Section 404 permits).

4. This permit does not substitute for obligations under the National Environmental Policy Act (NEPA), Endangered Species Act (ESA), or National Historic Preservation Act (NHPA), it is your responsibility to ensure the project and resulting discharges comply with the respective requirements.

5. Discharges to waters for which there is a total maximum daily load (TMDL) allocation for sediment, suspended solids or turbidity are not covered unless you develop a Stormwater Pollution Prevention (SWPP) plan that is consistent with the assumptions, allocations and requirements in the approved TMDL. Information about TMDL allocations may be found at the following website: www.ndhealth.gov/WQ/SW/Z2_TMDL/default.htm.

6. Stormwater discharges that the Department determines will cause, or have the reasonable potential to cause or contribute to violations of water quality standards.

C. Obtaining Coverage and Authorization Effective Date

1. To obtain authorization under this general permit for stormwater discharges you must submit a complete application and develop a Stormwater Pollution Prevention (SWPP) plan in accordance with Part II.C of this permit. A plan must be in place as a condition of the permit and a copy of the plan must be retained by the permittee. A copy of the plan must be submitted with the application for certain facilities as described in Part I.D.

2. Permit coverage will become effective 7 days after you submit a complete application unless otherwise notified by the Department (based on the department receipt date).

3. Upon the effective date of permit coverage you as the permit applicant are authorized to discharge stormwater from eligible activities under the terms and conditions of this permit.

D. Application (Notice of Intent) Process

1. You may use a Notice of Intent (NOI) form for Construction Activity (or a photocopy thereof) to complete your application. The NOI form (or a replacement application form) is available at the following website: www.ndhealth.gov/WQ/Storm/Construction/ConstructionHome.htm.

2. Application Content and Conditions.

   a. The owner or the owner jointly with the operator (usually the general contractor) shall submit a completed application for this permit. The owner is responsible for compliance with all terms and conditions of this permit. The operator has day to day supervision of construction activities and is jointly responsible with the owner for compliance with the permit conditions as they pertain to the construction activities delegated to the operator.

   b. The application (Notice of Intent) shall contain, at a minimum, the following information:

      (1) Owner name, mailing address and phone number;
      (2) Project contact name and phone number;
      (3) Project/site name;
      (4) Project/site location (street address; section, township, range; or latitude and longitude), county;
      (5) A brief description of the construction activity;
      (6) The anticipated start date and the anticipated completion date for the project (if known);
      (7) The estimated total area of the site and the total area of disturbance in acres;
      (8) Name of receiving water(s) or the name of the municipal storm sewer system and receiving water(s);
      (9) The signature of the applicant(s), owner (and operator if co-applicants) signed in accordance with Part IV.A.6 of this permit.

   c. A Stormwater Pollution Prevention (SWPP) plan (Part II.C) for the project must be prepared and available for review by the Department at the time of application. A partially complete plan is acceptable when it clearly identifies the item(s) to be completed, the person(s) responsible for completing the item(s) and the deadline for completing the item(s). The SWPP plan must be completed prior to the start of construction (or the applicable construction phase).

d. You must include a copy of the SWPP plan if the project involves 50 or more acres; or the project will have a discharge point located within 2000 feet of, and flow to, a water body listed as impaired under section 303(d) of the Federal Clean Water Act due to sediment, suspended solids or turbidity. The Department's 303(d) list may be found at the following website in the most recent Integrated Report: www.ndhealth.gov/WQ/SW/Z2_TMDL/Integrated_Reports/B_Integrated_Reports.htm.

3. For residential construction activity occurring within a common plan of development (such as a subdivision) subject to the permit requirements, coverage may be obtained by the following:

   a. The owner of the lot(s) shall submit one application for all of the owner's construction activity within the common plan, or

   b. The operator, such as a homebuilder who may represent one or more lot owners, shall submit one application for all of the operator's construction activity within the common plan.

   In addition, a SWPP plan must be developed and implemented for the permittee's activities within a common plan of development. Additional phases of the common plan may be included under the initial application and permit coverage, provided the SWPP plan is amended to include the additional area or phases.

4. For oil and gas exploration, production, processing, and treatment operations or transmission facilities, coverage under this permit is not required for small construction activity. For oil and gas related large construction activity, permit applications may be submitted for individual project sites or for an area of operations such as well field area.

   To obtain permit coverage for an area of operations, the application must include a map outlining the area or a list of counties encompassing the area. Also include a copy of the SWPP plan or similar BMP document developed for construction related activities within the coverage area. The information for individual project sites and future sites within the coverage area including those meeting the criteria in Part I.D.2.d does not need to be submitted.

5. Completed applications and any reports required by this permit shall be submitted to:

   North Dakota Department of Health
   Division of Water Quality
   918 East Divide Avenue
   Bismarck, ND 58501-1947

6. Local Authority. This permit does not preempt or supersede the authority of local agencies to prohibit, restrict, or control discharges of stormwater to storm sewer systems or other water courses within their jurisdiction.

E. Notice of Termination (NOT)

1. Permittees wishing to terminate coverage under this permit must submit a Notice of Termination (NOT) or other written request identifying the facility, reason why the permit is no longer needed and signed in accordance with Part IV.A.6 of this permit. Compliance with the conditions of this permit is required until a NOT is submitted to and accepted by the Department.

2. Permittees may only submit a NOT after one of the following conditions have been met.

   a. Final stabilization (see Part II.E and definitions) has been achieved on all portions of the site for which the permittee is responsible.

   b. Another operator/permittee has assumed control, in accordance with the transfer provisions (Part I.F), over all areas of the site that have not achieved final stabilization.

   c. For residential construction only, a NOT is not required for each lot that is sold or has achieved final stabilization. Instead the permittee may modify their SWPP plan to indicate that permit coverage is no longer required for that lot. The SWPP plan should indicate the reason coverage is no longer needed and the date it was achieved. In order to terminate coverage, all lots under the control of the owner or operator must:

      (1) Be sold to homeowners for private residential use with temporary erosion protection and down gradient perimeter controls installed. In addition, the permittee must distribute a "homeowner fact sheet" to the homeowner to inform the homeowner of the need for, and benefits of, final stabilization; or

      (2) Achieve final stabilization (See Part II.E and definitions) on all portions of the site for which the permittee is responsible.

F. Transfer of Ownership or Control

1. When the owner or operator of a construction project changes, the new owner or operator must submit a written request for permit transfer/modification within 14 days of assuming control of the site or commencing work on-site, or of the legal transfer, sale or closing on the property; except as provided in Part I.F.2 below. Late submittals will not be rejected; however, the Department reserves the right to take enforcement for any unpermitted discharges or permit noncompliance. For stormwater discharges from construction activities where the owner or operator changes, the new owner or operator can implement the original SWPP plan created for the project or develop and implement their own SWPP plan. Permittee(s) shall ensure either directly or through coordination with other operators that their SWPP plan meets all terms and conditions of this permit and that their activities do not interfere with another party's erosion and sediment control practices.

2. A permit transfer/modification request is not required for the legal transfer, sale or closing on a property between permittees covered by this permit. Examples include the sale of a property parcel from a developer to a builder, or the transfer of an easement from a developer to a local government authority. If the new party is not covered by this permit at the time of transfer or sale, then the new owner/operator must submit a completed application/NOI within 14 days of assuming control of the site.

G. Municipal Separate Storm Sewer System (MS4) Permittees

The submittal of an application (NOI) is not required for small construction activity owned or operated by an entity with general permit coverage for Municipal Separate Storm Sewer System (MS4) discharges. The small construction activity owned or operated by the permitted MS4 is subject to the conditions outlined in this permit except for the Application Process (Part I.D).

II. STORMWATER DISCHARGE REQUIREMENTS

A. Prohibition of Non-Stormwater Discharges

The discharge of wastewater from processing operations or sanitary facilities is not authorized by this permit. The following non-stormwater discharges may be authorized if the non-stormwater sources are identified in the SWPP plan with a description of the pollution prevention measures to be implemented: fire-fighting, fire hydrant flushing, potable water line flushing, infrequent building and equipment wash down without detergents, uncontaminated foundation drains, springs, lawn watering and air conditioning condensate.

B. Releases in Excess of Reportable Quantities

This permit does not relieve the permittee of the reporting requirements of 40 CFR 110, 40 CFR 117, and 40 CFR 302. Any release of a hazardous substance, including a release in a stormwater discharge, must be reported to the agencies identified in Part IV.A.7. The discharge of hazardous substances in stormwater discharges shall be minimized in accordance with the applicable SWPP plan for the facility. Should a reportable quantity release occur, the SWPP plan shall be revised to prevent the recurrence of such a release.

C. Stormwater Pollution Prevention Plans

All permittees shall implement a Stormwater Pollution Prevention (SWPP) plan for any construction project requiring this permit until final stabilization is achieved. The SWPP plan and revisions are subject to review by the Department. The objectives of the plan are to identify potential sources of sediment or other pollution from construction activity and to ensure practices are used to reduce the contribution of pollutants from construction site runoff. Stormwater management documents developed under other regulatory programs can be included in the SWPP plan or incorporated by reference, or used in whole as a SWPP plan if it meets the requirements of this part.

The SWPP plan may identify more than one permittee and may specify the responsibilities of each permittee by task, area, and/or timing. Permittees may coordinate and prepare more than one SWPP plan to accomplish this. However, in the event there is a requirement under the SWPP plan for which responsibility is ambiguous or is not included in the SWPP plan, each permittee shall be responsible for implementation of that requirement. Each permittee is also responsible for assuring that its activities do not render another permittee's controls ineffective.

The SWPP plan must incorporate the guidelines provided in Appendix 1, to the extent practicable, and shall include the following information.

1. **Site Description**. Each plan shall provide a description of the construction site and potential pollutant sources as indicated below:

    a. A description of the overall project and the type of construction activity;

    b. Estimates of the total area of the site and the total area that is expected to be disturbed by excavation, grading, grubbing, or other activities during the life of the project;

    c. A proposed timetable of activities that disturb soils for major portions of the site;

    d. A description of the soil within the disturbed area(s);

    e. The name of the surface water(s) and municipal storm sewer system at or near the disturbed area that may receive discharges from the project site; and

f. A site map indicating:
   1) Drainage patterns including flow direction, dividing lines, and the existing and final grades
   2) Construction site boundaries and areas of soil disturbance;
   3) Location of major structural and nonstructural controls identified in the plan;
   4) Location of areas where stabilization practices are expected to occur;
   5) Surface waters, including an aerial extent of wetland acreage;
   6) Locations where stormwater is discharged to surface waters;
   7) Where included as part of the project, the site maps for off-site concrete/asphalt batch plants, equipment staging areas, borrow sites or excavated fill material disposal sites.

g. Projects that have a discharge point within 2000 feet of, and flow to, a water body listed as impaired under section 303(d) of the Federal Clean Water Act due to sediment, suspended solids or turbidity, must identify the water body and impairment in the plan. The Department's 303(d) list may be found at the following website under Integrated Reports: www.ndhealth.gov/WQ/SW/Z2_TMDL/Integrated_Reports/B_Integrated_Reports.htm.

2. **Operational Controls**. The plan shall describe the Best Management Practices (BMPs) used in day to day operations on the project site that reduce the contribution of pollutants in stormwater runoff.

   a. The plan must identify a person knowledgeable and experienced in the application of erosion and sediment control BMPs who will oversee the implementation of the SWPP plan, and the installation, inspection and maintenance of the erosion and sediment control BMPs before and during construction. The owner shall develop a chain of responsibility with all operators on the site to ensure that the SWPP plan will be implemented and stay in effect until the construction project is complete, the entire site has undergone final stabilization, and a NOT has been submitted to the Department.

   b. Good housekeeping practices to maintain a clean and orderly site. Litter, debris, chemicals and parts must be handled properly to minimize the exposure to stormwater. This includes measures to reduce and remove sediment tracked off-site by vehicles or equipment, and the generation of dust.

   c. Preventative maintenance practices must be provided to ensure the proper operation, inspection and maintenance of stormwater control devices (e.g., oil-water separators, catch basins, and silt fences) and equipment used or stored on site.

   d. Spill prevention and response procedures must be developed where potential spills can occur. Where appropriate, specific handling procedures, storage requirements, spill containment and cleanup procedures must be identified. Bulk storage structures for petroleum products and other chemicals shall have adequate leak and spill protection to prevent any spilled materials from entering waters of the state, storm sewer systems or draining onto adjacent properties.

   e. Employee training informs personnel of their responsibility in implementing the practices and controls included in the plan such as spill response, good housekeeping, and sediment control practices. Employee training must be provided at least annually, as new employees are hired or as necessary to ensure compliance with the plan and the general permit.

   f. Concrete wash water, grindings and slurry, shall not be discharged to waters of the state, storm sewer systems or allowed to drain onto adjacent properties.

   g. Dewatering or basin draining (e.g., pumped discharges, trench/ditch cuts for drainage) related to the permitted activity must be managed with the appropriate BMPs, such that the discharge

does not adversely affect the receiving water or downstream landowners. The following conditions and considerations apply to the dewatering activities:

1) The dewatering is limited to stormwater and groundwater that may collect on site and those sources identified in Part II.A. A separate permit must be obtained to discharge water from other sources such as hydrostatic testing or contaminated groundwater or surface water.

2) The permittee(s) must operate the discharge to minimize the release of sediment and provide adequate BMPs where necessary to minimize erosion due to the discharge. Discharges must not lead to the deposition of sediment within stormwater conveyance systems or surface waters. Discharges must not cause or potentially cause a visible plume within a surface water body.

3) In addition to the inspection requirements in Part III, the dewatering activities should be inspected daily. The inspection must include the dewatering site, areas where the BMPs are being implemented and the discharge location. A record should be maintained to document the inspections of the dewatering operation and actions taken to correct any problems that may be identified.

4) Local authorities may require specific BMPs for discharges affecting their storm sewer system.

3. **Erosion and Sediment Controls**. An erosion and sediment control plan shall be developed to identify the appropriate control measures and when they will be implemented during the project for each major phase of site activity (e.g., clearing, grading and building phases). The erosion and sediment control plan must conform to the guidelines provided in Appendix 1. The description and implementation of controls shall address the following minimum components:

   a. Sediment basins, or an appropriate combination of equivalent sediment controls such as smaller sediment basins, and/or sediment traps, silt fences fiber logs, vegetative buffer strips, berms, etc., are required for all down slope boundaries of the disturbance area and for those side slope boundaries as may be appropriate for site conditions.

   b. Temporary erosion protection (such as cover crop planting or mulching) or permanent cover must be provided as outlined in Appendix 1 for the exposed soil areas where activities have been completed or temporarily ceased. These areas include graded slopes, pond embankments, ditches, berms and soil stockpiles.

   c. All control measures must be properly selected, installed, and maintained in accordance with the manufacturer's specifications and good engineering practices. If periodic inspections or other information indicates a control has been used inappropriately, or incorrectly, the permittee must replace or modify the control for site situations. The permittee may deviate from the manufacturer's specifications and erosion and sediment control guidelines in Appendix 1 if they provide justification for the deviation and document the rationale for the deviation in the SWPP plan.

   d. If sediment escapes from the site, off-site accumulations of sediment must be removed in a manner and at a frequency sufficient to minimize off-site impacts. The plan must be modified to prevent further sediment deposition off-site.

   e. The stormwater controls are expected to withstand and function properly during precipitation events of up to the 2 year, 24 hour storm event. Visible erosion and/or off-site sediment deposition from such storm events should be minimal. The 2 year, 24 hour rainfall event in North Dakota ranges from about 1.9 inches in the west to 2.3 inches in the east.

f. For projects that discharge to waters that have a TMDL allocation for sediment, suspended solids or turbidity, the plan must be consistent with the assumptions, allocations and requirements of the approved TMDL. If a TMDL specifies certain BMPs or controls to meet a wasteload allocation (WLA) applicable to the project's discharges, then the BMPs or controls must be incorporated into the plan. Information about TMDL allocations may be found at the following website: www.ndhealth.gov/WQ/SW/Z2_TMDL/default.htm.

4. **Stormwater Management**. The plan must identify permanent practices incorporated into the project to control pollutants in stormwater discharges occurring after construction operations have been completed.

   a. Identify stormwater ponds; flow reduction by use of open vegetated swales and natural depressions; infiltration of runoff on-site; and sequential systems which combine several practices.

   b. Identify velocity / energy dissipation devices placed at discharge locations and appropriate erosion protection for outfall channels and ditches.

   c. Maintenance for on-site stormwater management features is the responsibility of the permittee until the NOT is submitted or the feature is accepted by the party responsible for long term maintenance.

   d. The design, installation and use of stormwater management features must comply with applicable local, state or federal requirements.

5. **Maintenance**. All erosion and sediment control measures and other protective measures identified in the plan must be maintained in effective operating condition. The plan must indicate, as appropriate, the maintenance or clean out interval for sediment controls. If site inspections, required in Part III of this permit, identify BMPs that are not operating effectively, maintenance shall be arranged and accomplished as soon as practicable.

6. **Inspections**. The plan must provide for site inspections as outlined in Part III. The permittee shall ensure that personnel conducting site inspections are familiar with permit conditions and the proper installation and operation of control measures. The erosion and sediment control measures identified in the plan shall be observed to ensure that they are operating correctly and in serviceable condition. Inspections shall also include discharge outlets from areas used for storage of materials, permanent stormwater control measures and vehicle maintenance areas. These areas shall be inspected for evidence of, or the potential for, pollutants entering a drainage system. If necessary, the plan shall be revised based on the observations and deficiencies noted during the inspection.

7. **Plan Review and Revisions**.

   a. The plan shall be signed in accordance with the signatory requirements, Part IV.A.6, and retained on-site for the duration of activity as outlined in Part III.B.

   b. The permittee shall make plans available upon request to the Department, EPA, or, in the case of discharges to a municipal storm sewer system, to the operator of the municipal system.

   c. The permittee shall amend the SWPP plan whenever there is a change in design, construction, operation, or maintenance, which has a significant effect on the potential for the discharge of pollutants to waters of the state. The plan shall also be amended if the plan is found to be ineffective in controlling pollutants present in stormwater.

D. Local Requirements

All stormwater discharges must comply with the requirements, policies, or guidelines of municipalities and other local agencies as applicable to the construction site. Any discharges to a storm sewer, ditch or other water course under the jurisdiction of a municipality must comply with any specific conditions or BMPs required by the municipality.

E. Final Stabilization

The permittee(s) must ensure final stabilization of the site. The permittee(s) should submit a NOT within 30 days after final stabilization has been achieved, or another owner/operator (permittee) has assumed control according to Part I.F for all areas of the site that have not undergone final stabilization. Final stabilization can be achieved in one of the following ways.

1. All soil disturbing activities at the site have been completed and all soils must be stabilized by a uniform perennial vegetative cover with a density of 70 percent over the entire pervious surface area, or other equivalent means necessary to prevent soil failure under erosive conditions and;

    a. All drainage ditches, constructed to drain water from the site after construction is complete, must be stabilized to preclude erosion;

    b. All temporary synthetic, and structural erosion prevention and sediment control BMPs (such as silt fence) must be removed as part of the site final stabilization; and

    c. The permittee(s) must clean out all sediment from conveyances and from temporary sedimentation basins that will be used as permanent water quality management basins. Sediment must be stabilized to prevent it from being washed back into the basin, conveyances or drainage ways discharging off-site; or to surface waters. The cleanout of permanent basins must be sufficient to return the basin to design capacity.

2. For residential construction only, final stabilization has been achieved when temporary erosion protection and down gradient perimeter control for individual lots has been completed and the residence has been transferred to the homeowner. Additionally, the permittee must distribute a “homeowner fact sheet” to the homeowner to inform the homeowner of the need for, and benefits of, final stabilization. The permittee also must demonstrate that the homeowner received the fact sheet.

III. SELF MONITORING AND REPORTING

A. Inspection and Maintenance Requirements

1. Inspections shall be performed by or under the direction of the permittee at least once every 14 calendar days and within 24 hours after any storm event of greater than 0.50 inches of rain per 24-hour period during active construction. The permittee shall use a rain gauge near the site or utilize the nearest National Weather Service precipitation gauge station. Any gauge used shall be located within 5 miles of the stormwater discharge.

2. All inspections and maintenance conducted during construction must be recorded in writing and these records must be retained in accordance with Part III.B. Records of each inspection and maintenance activity shall include:

a. Date and time of inspections;

b. Name of person(s) conducting inspections;

c. Findings of inspections, including recommendations for corrective actions;

d. Corrective actions taken (including dates, times, and party completing maintenance activities);

e. Date and amount of all rainfall events greater than 1/2 inch (0.50 inches) in 24 hours; and

f. Documentation that the SWPP plan has been amended when substantial changes are made to the erosion and sediment controls or other BMPs in response to inspections.

3. Completed areas that have been stabilized but do not meet the 70% perennial vegetative cover criteria for final stabilization may be inspected once per month. Inspections may be suspended for parts of the construction site that meet final stabilization. Inspections also may be suspended where earthwork has been suspended due to frozen ground conditions. The required inspections and maintenance must resume as soon as runoff occurs or the ground begins to thaw at the site.

4. There may be times when a site inspection may not be practical at the specified time. Adverse climatic conditions, such as flooding, high winds, tornadoes, electrical storms, etc., may prohibit inspections. Should this occur, the permittee must record a description of why the inspection(s) could not be performed at the designated time.

5. The permittee may submit an alternative inspection plan for long, narrow, linear construction projects such as pipeline or utility line inspection, and similar projects in remote areas where vehicle traffic is restricted or could compromise native vegetation or stabilization measures. A copy of the SWPP plan and proposed inspections plan shall be submitted to the Department 30 days prior to implementing an alternative inspection plan. Any alternative plan must provide for the timely recognition and repair of erosion and sediment damage.

6. Some erosion and sediment control measures may require more frequent inspection based on location (e.g., sensitive areas or waters of the state) or as a result of recurring maintenance issues. Erosion or sediment control measures found in need of maintenance between inspections must be repaired or supplemented with appropriate measures as soon as practicable.

B. Records Location

A copy of the completed and signed Notice of Intent, coverage letter from the Department, SWPP plan, site inspection records, and this general permit shall be kept at the site of the construction activity in a field office, trailer, or shed, or in a vehicle that is on-site during normal working hours. If the site does not have a reasonable on-site location, then the documents must be retained at a readily available alternative location; preferable with the individual responsible for overseeing the implementation of the SWPP plan. If the site is inactive, then the documents may be stored at a local office.

IV. STANDARD CONDITIONS

A. COMPLIANCE RESPONSIBILITIES

1. Duty to Comply

The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application.

2. Operation and Maintenance

The permittee shall at all times maintain in good working order and operate as efficiently as possible all treatment or control facilities or systems installed or used by the permittee to achieve compliance with the terms and conditions of this permit. If necessary to achieve compliance with the conditions of this permit, this shall include the operation and maintenance of backup or auxiliary systems.

3. Planned Changes

The Department shall be given advance notice of any planned changes at the permitted facility or of an activity which may result in permit noncompliance. Any anticipated facility expansions, production increase, or process modifications which might result in new, different, or increased discharges of pollutants shall be reported to the Department as soon as possible. Changes which may result in a facility being designated a "new source" as determined in 40 CFR 122.29(b) shall also be reported.

4. Duty to Provide Information

The permittee shall furnish to the Department, within a reasonable time, any information which the Department may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. The permittee shall also furnish to the Department, upon request, copies of records required to be kept by this permit. When a permittee becomes aware that it failed to submit any relevant facts or submitted incorrect information in a permit application or any report, it shall promptly submit such facts or information.

5. Records Retention

All records and information (including calibration and maintenance) required by this permit shall be kept for at least three years or longer if requested by the Department or EPA.

6. Signatory Requirements

All applications, reports or information submitted to the Department shall be signed and certified.

a. All permit applications shall be signed by a responsible corporate officer, a general partner, or a principal executive officer or ranking elected official.

b. All reports required by the permit and other information requested by the Department shall be signed by a person described above or by a duly authorized representative of that person. A person is a duly authorized representative only if:

(1) The authorization is made in writing by a person described above and submitted to the Department; and

(2) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility, such as the position of plant manager, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters.

If an authorization under “Compliance Responsibilities-Signatory Requirements” section is no longer accurate for any reason, a new authorization satisfying the above requirements must be submitted to the Department prior to or together with any reports, information, or applications to be signed by an authorized representative.

Any person signing a document under this section shall make the following certification:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted herein. Based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment."

7. Noncompliance Notification

The permittee shall report any noncompliance which may seriously endanger health or the environment as soon as possible, but no later than twenty-four (24) hours from the time the permittee first became aware of the circumstances. The report shall be made to the EPA, Region VIII, Emergency Response Branch at 1.800.424.8802 and the State of North Dakota, Division of Homeland Security at 1.800.472.2121. The following occurrences of noncompliance shall be reported by telephone to the Department at 701.328.5210 by the first workday (8:00 a.m.-5:00 p.m. Central time) following the day the permittee became aware of the circumstances:

a. Any lagoon cell overflow or any unanticipated bypass which exceeds any effluent limitation in the permit (see “Compliance Responsibilities-Bypass of Treatment Facilities” section);

b. Any upset which exceeds any effluent limitation in the permit (see “Compliance Responsibilities-Upset Conditions” section); or

c. Violation of any daily maximum effluent or instantaneous discharge limitation for any of the pollutants listed in the permit.

A written submission shall also be provided within five days of the time that the permittee became aware of the circumstances. The written submission shall contain:

a. A description of the noncompliance and its cause;

b. The period of noncompliance, including exact dates and times;

c. The estimated time noncompliance is expected to continue if it has not been corrected; and

d. Steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

Reports shall be submitted to the address in the “Reporting and Recordkeeping Requirements-Reporting” section. The Department may waive the written report on a case by case basis if the oral report has been received within 24 hours by the Department at 701.328.5210 as identified above.

All other instances of noncompliance shall be reported no later than at the time of the next Discharge Monitoring Report submittal. The report shall include the four items listed in this subsection.

8. Bypass of Treatment Facilities

Bypass not exceeding limitations. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to any of the following provisions in this section.

Bypass exceeding limitations-notification requirements.

a. Anticipated Bypass. If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible at least ten (10) days before the date of bypass.

b. Unanticipated Bypass. The permittee shall submit notice of an unanticipated bypass as required in the "Compliance Responsibilities-Noncompliance Notification" section.

Prohibition of Bypass. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless:

a. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

b. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

c. The permittee submitted notices as required in the "Bypass of Treatment Facilities-Anticipated Bypass" section.

The Department may approve an anticipated bypass, after considering its adverse effects, if the Department determines that it will meet the three (3) conditions listed above.

9. Upset Conditions

An upset constitutes an affirmative defense to an action brought for noncompliance with technology-based permit effluent limitations if the requirements of the following paragraph are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.

A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

a. An upset occurred and the permittee can identify its cause(s);

b. The permitted facility was, at the time being, properly operated;

c. The permittee submitted notice of the upset as required under "Compliance Responsibilities-Noncompliance Notification" section; and

d. The permittee complied with any remedial measures required under "Compliance Responsibilities-Duty to Mitigate" section.

In any enforcement proceeding, the permittee seeking to establish the occurrence of an upset has the burden of proof.

10. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. The permittee, at the Department's request, shall provide accelerated or additional monitoring as necessary to determine the nature and impact of any discharge.

11. Removed Materials
Collected screenings, grit, solids, sludges, or other pollutants removed in the course of treatment shall be buried or disposed of in such a manner to prevent any pollutant from entering any waters of the state or creating a health hazard. Sludge/digester supernatant and filter backwash shall not be directly blended with or enter either the final plant discharge and/or waters of the state. The permit issuing authority shall be contacted prior to the disposal of any sewage sludges. At that time, concentration limitations and/or self-monitoring requirements may be established.

12. Duty to Reapply
Any request to have this permit renewed should be made 15 days prior to its expiration date.

B. GENERAL REQUIREMENTS

1. Right of Entry
The permittee shall allow Department and EPA representatives, at reasonable times and upon the presentation of credentials if requested, to enter the permittee's premises to inspect the wastewater treatment facilities and monitoring equipment, to sample any discharges, and to have access to and copy any records required to be kept by this permit.

2. Availability of Reports
Except for data determined to be confidential under 40 CFR Part 2, all reports prepared in accordance with the terms of this permit shall be available for public inspection at the offices of the Department and EPA. As required by the Act, permit applications, permits, and effluent data shall not be considered confidential.

3. Transfers
This permit is not transferable except upon the filing of a Statement of Acceptance by the new party and subsequent Department approval. The current permit holder should inform the new controller, operator, or owner of the existence of this permit and also notify the Department of the possible change.

4. New Limitations or Prohibitions
The permittee shall comply with any effluent standards or prohibitions established under Section 306(a), Section 307(a), or Section 405 of the Act for any pollutant (toxic or conventional) present in the discharge or removed substances within the time identified in the regulations even if the permit has not yet been modified to incorporate the requirements.

5. Permit Actions
This permit may be modified, revoked and reissued, or terminated for cause. This includes the establishment of limitations or prohibitions based on changes to Water Quality Standards, the development and approval of waste load allocation plans, the development or revision to water quality management plans, changes in sewage sludge practices, or the establishment of prohibitions or more stringent limitations for toxic or conventional pollutants and/or sewage sludges. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.

6. Need to Halt or Reduce
It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

7. State Laws
Nothing in this permit shall be construed to preclude the institution of legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable state law or regulation preserved under Section 510 of the Act.

8. Oil and Hazardous Substance Liability

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 of the Act.

9. Property Rights

The issuance of this permit does not convey any property rights of any sort, nor any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of federal, state or local laws or regulations.

10. Severability

The provisions of this permit are severable, and if any provision of this permit or the application of any provision of this permit to any circumstance is held invalid, the application of such provision to other circumstances and the remainder of this permit shall not be affected thereby.

11. General Permits

Coverage under this permit may be modified, revoked and reissued, or terminated for cause. The Department may require any operator covered by this permit to apply for and obtain an individual or alternative general permit if:

a. The discharge is not in compliance with the conditions of the general permit

b. Conditions or standards have changed so that the discharge no longer qualifies for a general permit

c. Information becomes available which indicates that the permitee's discharge has a reasonable potential to contribute to an exceedance of a water quality standard

When an individual NDPDES permit is issued to an operator otherwise subject to this permit or the operator is approved for coverage under an alternative NDPDES general permit, the applicability of this permit to the operator is automatically inactivated upon the effective date of the individual permit or coverage under the alternative general permit.

V. DEFINITIONS

“303d List” or “Section 303d List” means a list of North Dakota’s water quality-limited waters needing total maximum daily loads or TMDLs developed to comply with section 303d of the Clean Water Act. A copy of the latest integrated report is available on the state’s web site at: www.ndhealth.gov/WQ/SW/Z2_TMDL/Integrated_Reports/B_Integrated_Reports.htm.

“Act” means the Clean Water Act.

"BMP" or "Best Management Practices" means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the state. BMPs also include treatment requirements, operating procedures and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

"Bypass" means the intentional diversion of waste streams from any portion of a treatment facility.

“Common Plan of Development or Sale” means a contiguous area where multiple separate and distinct land disturbing activities may be taking place at different times, on different schedules, but under one proposed plan. One plan is broadly defined to include design, permit application, advertisement or physical demarcation indicating that land-disturbing activities may occur.

“Construction Activity” means construction activity as defined in 40 CFR part 122.26(b)(14)(x) and small construction activity as defined in 40 CFR part 122.26(b)(15). This includes a disturbance to the land that results in a change in topography, existing soil cover (both vegetative and non-vegetative), or the existing soil topography that may result in accelerated stormwater runoff, leading to soil erosion and movement of sediment into surface waters or drainage systems. Examples of construction activity may include clearing, grading, filling and excavating. Construction activity includes the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb on (1) acre or more. Construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the facility.

"Department" means the North Dakota Department of Health, Division of Water Quality.

"Energy Dissipation" means methods employed at pipe outlets to prevent erosion. Examples include, but are not limited to: concrete aprons, riprap, splash pads, and gabions that are designed to prevent erosion.

“Final Stabilization” means that:

1. All soil disturbing activities at the site have been completed and a uniform perennial vegetative cover with a density of 70 percent of the native cover for unpaved areas and areas not covered by permanent structures, or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) has been achieved.

2. For areas with an average annual rainfall of less than 20 inches only, all soil disturbing activities at the site have been completed and temporary erosion control measures (e.g., degradable rolled erosion control product) are selected, designed, and installed along with an appropriate seed base to provide erosion control for at least three years and achieve 70 percent vegetative coverage within three years without active maintenance.

3. For soil disturbing activities on land used for agricultural purposes, final stabilization may be accomplished by returning the disturbed land to its pre-disturbance agricultural use. Areas disturbed that were not previously used for agricultural activities, such as buffer strips immediately adjacent to waters of the state, and areas which are not being returned to their pre-disturbance agricultural use must meet the final stabilization criteria in (1) or (2) above.

“Large Construction Activity” means land disturbance of equal to or greater than 5 acres. Large construction activity also includes the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale, if the larger common plan will ultimately disturb equal to or greater that five acres.

“Normal Wetted Perimeter” means the area of a conveyance, such as a ditch, channel, or pipe that is in contact with water during flow events that are expected to occur once every year.

“Non-Stormwater Discharges” means discharges other than stormwater. The term includes both process and non-process sources. Process wastewater sources that require a separate NDPDES permit include, but are not limited to industrial processes, domestic facilities and cooling water. Non-stormwater sources that may be addressed in this permit include, but are not limited to: fire-fighting, fire hydrant flushing, potable water line flushing, infrequent building and equipment wash down without detergents, uncontaminated foundation drains, springs, lawn watering and air conditioning condensate.

“Operator” means the person (usually the general contractor) designated by the owner who has day to day operational control and/or the ability to modify project plans and specifications related to the SWPP plan. The person must be knowledgeable in those areas of the permit for which the operator is responsible and must perform those responsibilities in a workmanlike manner.

“Owner” means the person or party possessing the title of the land on which the construction activities will occur; or if the construction activity is for a lease holder, the party or individual identified as the lease holder; or the contracting government agency responsible for the construction activity.

“Permanent Cover” means final stabilization. Examples include grass, gravel, asphalt, and concrete.

"Severe Property Damage" means substantial physical damage to property, damage to treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

"Significant Materials" includes, but is not limited to: raw materials; fuels; materials such as solvents, detergents, and plastic pellets; finished materials such as metallic products; raw materials used in food processing or production; hazardous substances designated under Section 101(14) of CERCLA; any chemical the facility is required to report pursuant to Section 313 of Title III of SARA; fertilizers; pesticides; and waste products such as ashes, slag and sludge that have the potential to be released with stormwater discharges.

"Significant Spills" includes, but is not limited to: releases of oil or hazardous substances in excess of reportable quantities under Section 311 of the Clean Water Act (see 40 CFR 110.10 and CFR 117.21) or Section 102 of CERCLA (see 40 CFR 302.4).

“Small Construction Activity” means land disturbance of equal to or greater than one acre and less than five acres. Small construction activity also includes the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale, if the larger common plan will ultimately disturb equal to or greater than one and less than five acres

"Stabilized" means the exposed ground surface has been covered by appropriate materials such as mulch, staked sod, riprap, wood fiber blanket, or other material that prevents erosion from occurring. Grass seeding alone is not stabilization.

"Stormwater" means stormwater runoff, snow melt runoff, and surface runoff and drainage.

“Stormwater Associated with Industrial Activity” means stormwater runoff, snow melt runoff, or surface runoff and drainage from industrial activities as defined in 40 CFR 122.26(b)(14).

“Stormwater Associated with Small Construction Activity” means the discharge of stormwater from:

(i) Construction activities including clearing, grading, and excavating that result in land disturbance of equal to or greater than once acre and less than five acres. Small construction activity also includes the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one and less than five acres. Small construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the facility.

(ii) Any other construction activity designated by EPA or the Department, based on the potential for contribution to a violation of a water quality standard or for significant contribution of pollutants to waters of the state.

"Temporary Erosion Protection" means methods employed to prevent erosion. Examples of temporary cover include; straw, wood fiber blanket, wood chips, and erosion netting.

"Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

“Waters of the State” means any and all surface waters that are contained in or flow in or through the state of North Dakota as defined in NDCC 61-28-02. This definition includes all water courses, even if they are usually dry.

“You” means the owner, operator or permittee as appropriate.

Appendix 1 – Erosion and Sediment Control Guidelines

Guidelines for designing, implementing and maintaining erosion and sediment controls.

A. Erosion and Sediment Control Practices

1. Temporary (or permanent) sediment basins, or equivalent control, must be provided where ten (10) or more acres of disturbed area drain to a common location prior to the runoff leaving the site or entering surface waters. The permittee is encouraged, but not required, to install temporary sediment basins where appropriate in areas with steep slopes or highly erodible soils even if less than ten (10) acres drains to one area. The basins must provide at least the following:

   The basins shall be sized to provide 3,600 cubic feet of storage below the outlet pipe per acre drained to the basin. Alterative designs may be used which provide storage below the outlet for a calculated volume of runoff from a 2 year, 24 hour storm and provides not less than 1800 cubic feet of storage below the outlet pipe from each acre drained to the basin.

   Basin outlets must be designed to avoid short-circuiting and the discharge of floating debris. The basin must be designed with the ability to allow complete basin drawdown (e.g., perforated riser pipe wrapped with filter fabric and covered with crushed gravel, pumps or other means) for maintenance activities. The drawdown should be designed to release the storage volume in a 24 hour or longer period. The basin must have a stabilized emergency overflow to prevent failure of pond integrity. Energy dissipation must be provided for the basin outlet.

2. Where the temporary sediment basin is not practical due to site limitations or nature of disturbance (such as developing a roadway, pipeline, or diversion) a combination of measures must be used to provide equivalent sediment control for all down slope boundaries of the construction area and for side slope boundaries as deemed appropriate by individual site conditions. Equivalent sediment controls include such things as smaller sediment basins and/or sediment traps, silt fences, and vegetative buffer strips. In determining whether installing a sediment basin is attainable, the permittee must consider public safety and may consider factors such as site soils, slope and available area on site.

3. Provide temporary erosion protection or permanent cover for the exposed soil areas where activities have been completed or temporarily ceased. For those areas with a continuous positive slope within 200 lineal feet of a surface water, temporary erosion protection or permanent cover must be applied within 21 days of completing or ceasing earth moving activities. These areas include pond embankments, ditches, berms and soil stockpiles. Temporary stockpiles without significant silt, clay or organic components (e.g., clean aggregate stockpiles, demolition concrete stockpiles, sand stockpiles) are exempt from this requirement.

4. Temporary soil stockpiles must have effective sediment controls, and cannot be placed in surface waters, including stormwater conveyances such as curb and gutter systems, or conduits and ditches.

5. The normal wetted perimeter of any temporary or permanent drainage ditch that drains water from a construction site, or diverts water around a site, must be stabilized at least 200 lineal feet from the property edge, or from the point of discharge to any surface water. Stabilization should be completed within 24 hours of connecting to a surface water.

6. Pipe outlets must be provided with temporary or permanent energy dissipation within 24 hours of connection to a surface water. Splash pads and/or downspout extensions must be provided for roof drains to prevent erosion from roof runoff.

7. In order to maintain sheet flow and minimize rills and/or gullies, there should be no unbroken slope length of greater than 75 feet for slopes with a grade of 3:1 or steeper.

8. Temporary or permanent drainage ditches and sediment basins that are designed as part of a treatment system (e.g., ditches with rock check dams) require sediment control practices only as appropriate for site conditions.

9. All storm drain inlets in the immediate vicinity of the construction site must be protected by the appropriate BMPs during construction until all sources with the potential for discharging to the inlet have been stabilized. This includes storm drain inlets which may be affected by sediment tracked onto paved surfaces by vehicles or equipment.

   Inlet protection devices are a last line of control – sediment and erosion control practices must be used on site. Inlet protection devices must conform to local ordinances or regulations. In general inlet protection devices need to provide for drainage adequate to prevent excessive roadway flooding. Inlet protection may be removed for a particular inlet if a specific concern (i.e., street flooding/freezing, snow removal) has been identified and documented in the SWPP plan. In this situation, additional erosion and sediment control practices must be used to supplement for the loss of the inlet protection device to prevent sediment from entering a storm sewer system.

   Maintenance and cleaning of inlet protection devices, including on-site sediment and erosion controls, must be performed in a timely manner.

10. Vegetated buffers must have a minimum width of 25 feet for every 125 feet of disturbed area which drains to the buffer. For each additional 5 feet of disturbance, an additional 1 foot of width must be added. The width of the buffer shall have a slope of 5% or less and the area draining to the buffer shall have a slope of 6% or less. Concentrated flows should be minimized throughout the buffer.

    Buffers shall consist of dense grassy vegetation, 3 to 12 inches tall with uniform coverage over 90% of the buffer. Woody vegetation shall not be counted for the 90% coverage. No more than 10 % of the overall buffer may be comprised of woody vegetation.

B. Maintenance Considerations for Erosion and Sediment Controls

1. All erosion prevention and sediment control BMPs must be inspected to ensure integrity and effectiveness. All nonfunctional BMPs must be repaired, replaced, or supplemented with functional BMPs. The Permittee(s) must investigate and comply with the following inspection and maintenance requirements:

   All control devices similar to silt fence or fiber rolls must be repaired, replaced, or supplemented when they become nonfunctional or the sediment reaches 1/3 of the height of the device. These repairs must be made within 24 hours of discovery, or as soon as field conditions allow access.

   Temporary and permanent sedimentation basins must be drained and the sediment removed when the depth of sediment collected in the basin reaches 1/2 the storage volume. Drainage and removal must be completed within 72 hours of discovery, or as soon as field conditions allow access.

2. Surface waters, including drainage ditches and conveyance systems, must be inspected for evidence of sediment being deposited by erosion. The permittee(s) must remove all deltas and sediment deposited in surface waters, including drainage ways, catch basins, and other drainage systems, and restabilize the areas where sediment removal results in exposed soil. The removal and stabilization must take place immediately, but no more than, seven (7) days after the discovery unless precluded by legal, regulatory, or physical access constraints. The permittee shall use all reasonable efforts to obtain access. If precluded, removal and stabilization shall take place immediately, but no more than, seven (7) calendar days after obtaining access. The permittee is responsible for contacting all local, regional, state and federal authorities and receiving any applicable permits, prior to conducting any work.

3. Construction site egress locations must be inspected for evidence of sediment being tracked off-site by vehicles or equipment onto paved surfaces. Accumulations of tracked and deposited sediment must be removed from all off-site paved surfaces within 24 hours or, if applicable, within a shorter time specified by local authorities or the Department.

   Vehicle tracking of sediment from the site must be minimized by BMPs. This may include having a designated egress with aggregate surfacing from the site, or by designating off-site parking. The permittee(s) is responsible for (or making the arrangements for) street sweeping and/or scraping if BMPs are not adequate to prevent sediment from being tracked onto the street from the site.

4. If sediment escapes the construction site, off-site accumulations of sediment must be removed in a manner and at a frequency sufficient to minimize off-site impacts (e.g., fugitive sediment in streets could be washed into storm sewers by the next rain and/or pose a safety hazard to users of public streets).

5. Vegetative buffers must be inspected for proper distribution of flows, sediment accumulation and signs of rill formation. If a buffer becomes silt covered, contains rills, or is otherwise rendered ineffective, other control measures shall be implemented. Eroded areas shall be repaired and stabilized.

C. **Housekeeping and Standard Operating Procedures**

1. Properly handle construction debris and waste materials.

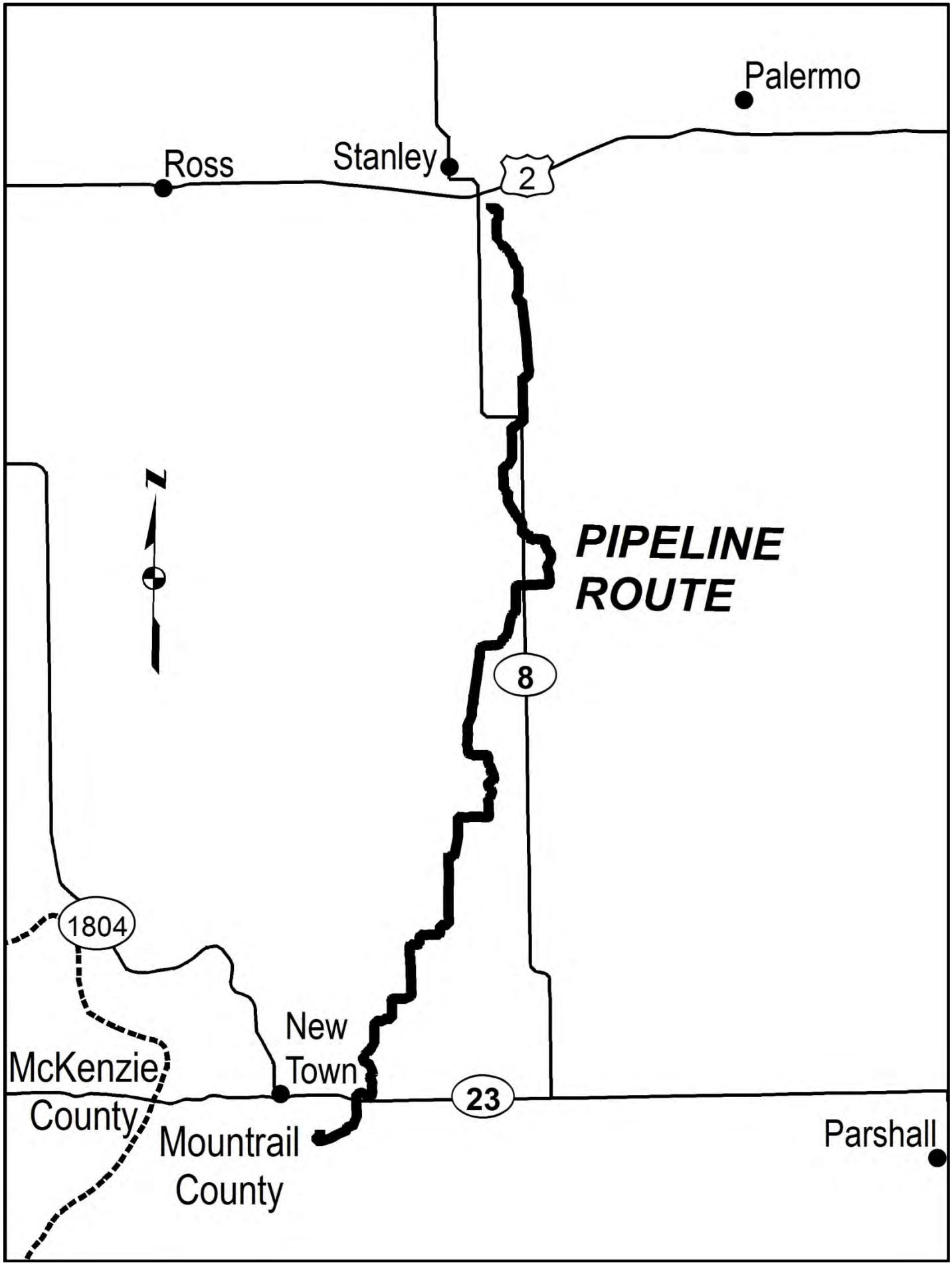
   Provide appropriate container(s) on site (or centrally located at several sites) for storing debris and other wastes until disposal. Litter and debris shall be picked-up regularly to reduce the chance for materials to be carried off the site by wind or water. Collected material shall be taken to the appropriate facility for disposal or recycling.

   Liquid or soluble materials including oil, fuel, paint and any other hazardous substances must be properly stored, to prevent spills, leaks or other discharges. Restricted access to storage areas must be provided to prevent vandalism. Storage and disposal of hazardous waste must be in compliance with applicable regulations.

2. Concrete wash water shall not be discharged to any waters of the state, storm sewer systems or allowed to drain onto adjacent properties. Wash water disposal must be limited to a defined area of the site or to an area designated for cement washout. The area(s) must be sufficient to contain the wash water and residual cement.

Appendix M

Black and White Map


Palermo
Ross
Stanley
2
N
PIPELINE
ROUTE
8
1804
New
Town
McKenzie
County
23
Parshall
Mountrail
County