



Johnson's Corner
PHMSA



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Developed by:





Johnson's Corner

PHMSA

Plan Last Revised: 08/03/2016



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RECORD OF CHANGES

Changes to this Plan will be documented on this page. Plan review and modifications will be initiated and coordinated by the _____.

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5/11/2016	PHMSA C - Hazard Evaluation and Risk Analysis C.6 Product Characteristics and Hazards Figure C.6-1 - Summary of Commodity Characteristics
5/12/2016	PHMSA 1 - Introduction Figure 1-1 - Distribution List
5/12/2016	PHMSA 7 - Sustained Response Actions 7.1 Response Resources 7.1.6 Communications Plan
5/19/2016	PHMSA 1 - Introduction Figure 1-3 - Pipeline Overview
5/19/2016	PHMSA 6 - Sensitive Areas / Response Tactics 6.7 Sensitivity Maps
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5/19/2016	PHMSA 2 - Initial Response Actions 2.5 Medical
5/19/2016	PHMSA 2 - Initial Response Actions 2.6 Bomb Threat Bomb Threat by Letter, Telegram, Message
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5/19/2016	PHMSA 3 - Notifications / Telephone Numbers 3.1 Emergency Information and Notification Procedures
5/19/2016	PHMSA 6 - Sensitive Areas / Response Tactics 6.5 Wildlife Protection and Rehabilitation

RECORD OF CHANGES, CONTINUED

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5/19/2016	PHMSA C - Hazard Evaluation and Risk Analysis C.2 Worst Case Discharge (WCD) Scenario Discussion
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5/19/2016	PHMSA 6 - Sensitive Areas / Response Tactics 6.6 Endangered and Threatened Species By State
5/19/2016	PHMSA 3 - Notifications / Telephone Numbers 3.1 Emergency Information and Notification Procedures Oil Spill Removal Organizations (OSROs)
5/19/2016	PHMSA 7 - Sustained Response Actions 7.1 Response Resources 7.1.6 Communications Plan
5/24/2016	PHMSA 3 - Notifications / Telephone Numbers 3.1 Emergency Information and Notification Procedures Figure 3.1-5 - External Notifications and Telephone Numbers
5/26/2016	PHMSA 7 - Sustained Response Actions 7.1 Response Resources 7.1.1 Response Equipment
5/26/2016	PHMSA 7 - Sustained Response Actions 7.1 Response Resources 7.1.2 Response Equipment Inspection and Maintenance
6/13/2016	PHMSA 3 - Notifications / Telephone Numbers 3.1 Emergency Information and Notification Procedures Figure 3.1-4 - Internal Notifications and Telephone Numbers
6/22/2016	PHMSA C - Hazard Evaluation and Risk Analysis C.4 Spill Volume Calculations
6/29/2016	PHMSA C - Hazard Evaluation and Risk Analysis C.1 Spill Detection / Prevention Inspection C.1.1 Spill Detection
6/29/2016	PHMSA B - Contractor Response Equipment B.1 Cooperatives and Contractors B.1.1 OSRO Classification
6/30/2016	PHMSA B - Contractor Response Equipment B.1 Cooperatives and Contractors B.1.1 OSRO Classification
6/30/2016	PHMSA B - Contractor Response Equipment B.1 Cooperatives and Contractors Figure B.1-1 - Evidence of Contracts and Equipment Lists
7/11/2016	PHMSA B - Contractor Response Equipment B.1 Cooperatives and Contractors B.1.1 OSRO Classification
7/13/2016	PHMSA 6 - Sensitive Areas / Response Tactics 6.8 Tactical Sites

RECORD OF CHANGES, CONTINUED

DATE OF CHANGE	DESCRIPTION OF CHANGE
7/14/2016	PHMSA 1 - Introduction 1.3 Certification of Adequate Resources
7/14/2016	PHMSA 1 - Introduction Figure 1-1 - Distribution List
7/14/2016	PHMSA 6 - Sensitive Areas / Response Tactics 6.8 Tactical Sites
7/14/2016	PHMSA C - Hazard Evaluation and Risk Analysis C.1 Spill Detection / Prevention Inspection C.1.1 Spill Detection
7/14/2016	PHMSA 6 - Sensitive Areas / Response Tactics 6.7 Sensitivity Maps
7/14/2016	PHMSA A - Training / Exercises A.1 Exercise Requirements and Schedules Figure A.1-2 - Exercise Requirements
7/14/2016	PHMSA 3 - Notifications / Telephone Numbers 3.1 Emergency Information and Notification Procedures Figure 3.1-4 - Internal Notifications and Telephone Numbers
7/14/2016	PHMSA C - Hazard Evaluation and Risk Analysis C.5 Pipeline - Abnormal Conditions
7/20/2016	PHMSA 5 - Incident Planning 5.4 Site Safety and Health Plan
7/20/2016	PHMSA 5 - Incident Planning 5.7 Incident Security Plan
8/1/2016	PHMSA 1 - Introduction 1.3 Certification of Adequate Resources
8/3/2016	PHMSA 1 - Introduction 1.4 Agency Submittal / Approval Letters
8/3/2016	PHMSA 1 - Introduction Figure 1-1 - Distribution List

SECTION 1

INTRODUCTION

Last Revised: August 3, 2016

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Figure 1-1 - Distribution List

Figure 1-2 - Information Summary

Figure 1-3 - Pipeline Overview

1.1 Purpose / Scope of Plan

1.2 Plan Review and Update Procedure

1.3 Certification of Adequate Resources

1.4 Agency Submittal / Approval Letters

FIGURE 1-1 - DISTRIBUTION LIST

PLAN HOLDER	ADDRESS	NUMBER OF COPIES	
		PAPER	ELECTRONIC
Killion, Jason OMS Operations Superintendent Operations Section Response Time: 1 (hours)	Office Address: 12170 31st Street NW Watford City, ND 58854	1	0
Anderson, Dustin Sr. Envir. Rep., EHS Department, Williston Office Information Safety Liaison Response Time: 1 (hours)	Office Address: 137th Avenue Northwest Williston, ND 58801	1	0
Copeland, David Regulatory Specialist II, Regulatory Department, Houston Office	Office Address: 1001 Fannin St., Suite 1500 Houston, TX 77002	1	0
Office of Pipeline Safety (Attn: Response Plan Review)	Office Address: PHP-5, East Building, 2nd Floor, 1200 New Jersey Avenue, SE Washington, DC 20590	0	2

FIGURE 1-2 - INFORMATION SUMMARY

Owner/Operator:	Oasis Midstream Services 1001 Fannin St., Suite 1500 Houston, TX 77002
Zone Name:	Johnson's Corner
Zone Address:	PHMSA Pipeline Safety Central Region Office 901 Locust Street, Suite 462 Kansas City, MO 64106
Zone Telephone/Fax:	816-329-3800 / 816-329-3831
Agency ID#:	38968

FIGURE 1-2 - INFORMATION SUMMARY, CONTINUED

Description of System

One 10" 19-mile line with midway block valve. Zone location:

Response Zone #1 (7.2 miles)

Wild Basin Gas Plant (See Plant Site for address) to Midway Block Valve. McKenzie County. MP 0 (N 47°51'28.81" W 103°11'19.65")-MP 7 (N 47°49'54.24" W 103°04'9.24")

Response Zone #2 (11.6)

Midway Block Valve to Johnson's Corner Tesoro Interconnect (unmanned station). McKenzie County. MP 7 (N 47°49'54.24" W 103°04'9.24")-MP 18 (N 47°48'17.11" W (102°52'46.94"))

FIGURE 1-2 - INFORMATION SUMMARY, CONTINUED

* 24-hour number

Qualified Individuals:	Work	
	Foote, Marilee Facility Engineer II Qualified Individual Incident Command Response Time: 1 (hours) 29 CFR 1910.120 HAZWOPER OPA 90 Oil Spill Response QI/IC Training 701-713-0861 (Office) 701-713-0861 (Home)	Office Address: 5437 137th Ave NW Williston, ND 58801
	Sunby, Lynn Facilities Manager Qualified Individual Incident Command; Deputy Incident Commander Response Time: 1 (hours) 29 CFR 1910.120 HAZWOPER OPA 90 Oil Spill Response QI/IC Training 701-770-5273 (Office) 701-770-5273 (Home)	Office Address: 5437 137th Ave NW Williston, ND 58801

FIGURE 1-2 - INFORMATION SUMMARY, CONTINUED

Line Sections / Products Handled: (Refer to Product Characteristic and Hazards, FIGURE D.9-1)			
LINE NUMBER	SECTION	LENGTH (miles)	PRODUCTS
Zone 1	Wild Basin Gas Plant to Midway Block Valve	7.2 miles - McKenzie County	Bakken-Three Forks-Crude Oil (Sweet), Non Bakken-Three Forks-Crude Oil (Sour), Non Bakken-Three Forks-Crude Oil (Sweet)
Zone 2	Midway Block Valve to Johnson's Corner Tesoro Interconnect (unmanned station)	11.6 miles - McKenzie County	Bakken-Three Forks-Crude Oil (Sweet), Non Bakken-Three Forks-Crude Oil (Sour), Non Bakken-Three Forks-Crude Oil (Sweet)

FIGURE 1-2 - INFORMATION SUMMARY, CONTINUED

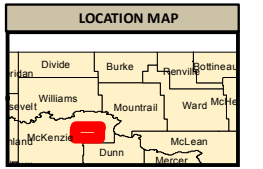
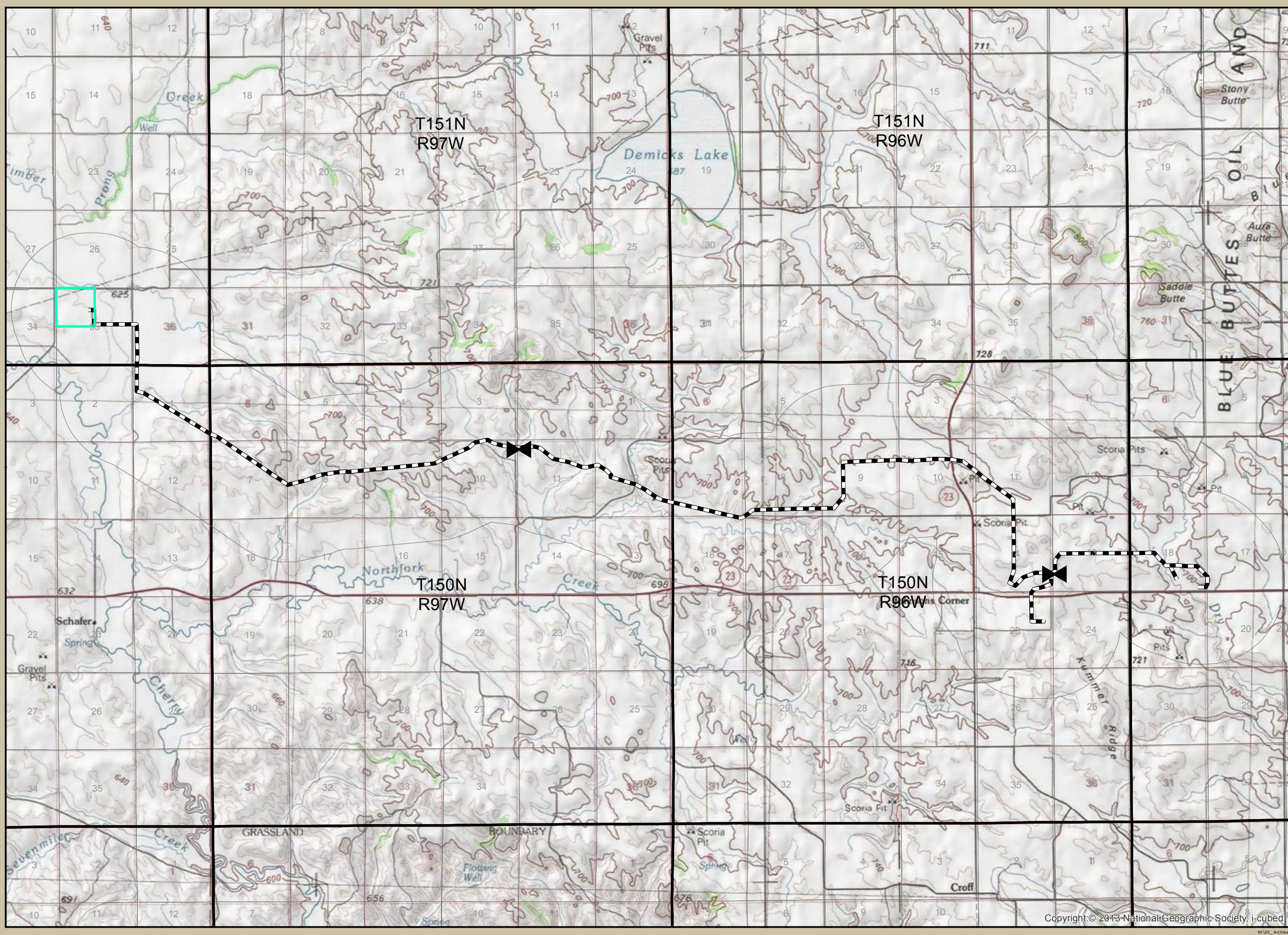
Description of Zone:	The pipeline carries refined oil (including Bakken – Three Forks - Crude Oil (Sweet), Non-Bakken – Three Forks - Crude Oil (Sour), Non-Bakken – Three Forks - Crude Oil (Sweet)) in the areas shown in FIGURE 1-4 and FIGURE 1-5
Response Zone Consists of the Following Counties:	McKenzie County, ND
Alignment Maps (Piping, Plan Profiles):	Maintained at: Hard Copy of Alignment maps are kept in OMS (Houston Office)
Worst Case Discharge:	Segment #2 (Internal diameter: 10.02" Length: 9.8 miles) 7,133 bbl
Spill Detection and Mitigation Procedures:	Refer to SECTION 2 and APPENDIX C .
Statement of Significant and Substantial Harm:	The response zones in this system all contain pipelines greater than 6 5/8 inches and are longer than ten miles. At least one section of pipeline in each response zone crosses a waterway or comes within five miles of a public drinking water intake. Therefore, in accordance with 49 CFR 194.103(c), each entire response zone described in this Plan will be treated as if expected to cause significant and substantial harm.
Date Prepared:	

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

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

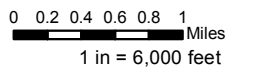
FIGURE 1-3 - PIPELINE OVERVIEW

[Click to view/print Pipeline Overview](#)



- Planned Processing Facility
- Pipeline Alignment - 15 March 2016
- 1-mile buffer
- Block Valve location (approx)

CONFIDENTIAL



Coordinate System: NAD 1927 UTM Zone 13N
 Projection: Transverse Mercator
 Datum: North American 1927
 False Easting: 1,640,416.6667
 False Northing: 0.0000
 Central Meridian: -105.0000
 Scale Factor: 0.9996
 Latitude Of Origin: 0.0000
 Units: Foot US

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Pipeline System
Overview Map
 McKenzie County, ND

Interpreted by: E. Branton For: D. Copeland
 Date: 5/10/2016 Revised Date: 5/18/2016
 PDF Location: Print Size: 11x17

1.1 PURPOSE / SCOPE OF PLAN

The purpose of this Emergency Response Plan (Plan) is to provide guidelines to quickly, safely, and effectively respond to a spill. The Facility is owned and operated by Oasis Midstream Services, herein referred to as "Company." This Plan contains prioritized procedures for Facility personnel to mitigate or prevent any discharge resulting from in-facility (terminal) operations, including hazardous waste. A copy of the "Hazardous Waste Contingency Plan" can be found in the Additional Information Appendix. Also, guidelines for waste management can be found in **SECTION 7.3**.

For more information on this plan, contact your supervisor, Regional Emergency Response and Crisis Management Coordinator.

This Plan is intended to satisfy the requirements of the Oil Pollution Act of 1990 (OPA 90), and has been prepared in accordance with the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) and applicable Area Contingency Plans (ACP), EPA Region 8 Regional Contingency Plan and Programmatic Agreement on Protection of Historic Properties During Emergency Response Under the National Oil and Hazardous Substances Pollution Contingency Plan. Specifically, this Plan is intended to satisfy:

- Pipeline and Hazardous Materials Safety Administration (PHMSA), U.S. Department of Transportation requirements for an OPA 90 plan (49 CFR 194)
- Occupational Safety and Health Administration (OSHA) requirements for emergency response plans (EAP and ERP) (29 CFR 1910)

Specific references used in preparing this Plan include:

1.2 PLAN REVIEW AND UPDATE PROCEDURE

In accordance with 49 CFR Part 194.121, this Plan will be reviewed annually and modified to address new or different operating conditions or information included in the Plan. Upon review of the response plan for each five-year period, the plan will be submitted to PHMSA prior to 5 years from the last approval date. Company internal policy states that the Plan will be reviewed at least annually and modified as appropriate. In the event the Company experiences a Worst Case Discharge, the effectiveness of the plan will be evaluated and updated as necessary. If a new or different operating condition or information would substantially affect the implementation of the Plan, the Company will modify the Plan to address such a change and, within 30 days of making such a change, submit the change to PHMSA.

Examples of changes in operating conditions that would cause a significant change to the Plan include:

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

All requests for changes must be made through the Terminal Manager.

The most current version of the plan is always the paper/hard copy. The date at the beginning of each Section indicates the last date that Section was revised. Any revisions made after that date should be reprinted and inserted into the paper copy of the plan.

1.3 CERTIFICATION OF ADEQUATE RESOURCES

CERTIFICATION
Pursuant to the Clean Water Act Section 311(j)(5)(F)
Oasis Midstream Services

Oasis Midstream Services hereby certifies to the Pipeline and Hazardous Materials Safety Administration (PHMSA) of the Department of Transportation that they have obtained, through contract or other approved means, the necessary private personnel and equipment to respond, to the maximum extent practicable, to a worst case discharge or a substantial threat of such a discharge.



Robin Hesketh
Senior Vice President/COO of Operations Oasis Petroleum, N.A.
7/28/2016

1.4 AGENCY SUBMITTAL / APPROVAL LETTERS

[Click to view/print Public Service Commission Letter 8/4/2016](#)

August 4, 2016

Public Service Commission
Attn: Sarah Cardwell, Analyst
600 E. Boulevard, Dept. 408
Bismarck, ND 58505-0480

RE: Pipeline Response Plan for Oasis Midstream Services Johnsons Corner (PHMSA # 38968)

Dear Ms. Cardwell:

As a stipulation of our route agreement and Conditional Use Permit, enclosed is a copy of our plan.

Please direct all questions and correspondence to David Copeland (Regulatory Specialist II) at Oasis Petroleum (713) 770-6430.

Sincerely,

TECHNICAL RESPONSE PLANNING CORPORATION



Greg Desmond
Senior Project Manager

Federal Express

1.4 AGENCY SUBMITTAL / APPROVAL LETTERS, CONTINUED

[Click to view/print McKenzie County Emergency Management Letter 8/4/2016](#)

August 4, 2016

Karolin Jappe
McKenzie County Emergency Manager
201 5th Street NW
Watford City, ND 58854

RE: Pipeline Response Plan for Oasis Midstream Services Johnsons Corner (PHMSA # 38968)

Dear Ms. Jappe:

As a stipulation of our route agreement and Conditional Use Permit, enclosed is a copy of our plan.

Please direct all questions and correspondence to David Copeland (Regulatory Specialist II) at Oasis Petroleum (713) 770-6430.

Sincerely,

TECHNICAL RESPONSE PLANNING CORPORATION



Greg Desmond
Senior Project Manager

Federal Express

1.4 AGENCY SUBMITTAL / APPROVAL LETTERS, CONTINUED

[Click to view/print Office of Pipeline Safety Letter 8/4/2016](#)

August 4, 2016

Attn: David Lehman
Office of Pipeline Safety (Attn: Response Plan Review)
Pipeline and Hazardous Materials Safety Administration - USDOT
PHP-5, East Building, 2nd Floor, E22-321
1200 New Jersey Avenue, SE
Washington, DC 20590

RE: Pipeline Response Plan for Oasis Midstream Services Johnsons Corner (PHMSA # 38968)

Dear Response Plan Review:

Enclosed are two flash drives with the pipeline plan for Oasis Midstream Services 30.6 mile crude pipeline in McKenzie County ND estimated to startup October 1st 2016.

Please direct all questions and correspondence to David Copeland (Regulatory Specialist II) at Oasis Petroleum (713) 770-6430.

Sincerely,

TECHNICAL RESPONSE PLANNING CORPORATION



Greg Desmond
Senior Project Manager

Federal Express

SECTION 2

INITIAL RESPONSE ACTIONS

Last Revised: May 19, 2016

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2.1 Spill Response

Figure 2.1-1 - Spill Response Action Checklist

2.1.1 Spill Detection and Mitigation Procedures

Figure 2.1-2 - Spill Mitigation Procedures

2.1.2 Spill Surveillance Guidelines

Figure 2.1-3 - Spill Surveillance Checklist

2.1.3 Spill Volume Estimating

Figure 2.1-4 - Spill Estimation Factors

2.1.4 Estimating Spill Trajectories

2.1.5 Initial Containment Actions

2.1.6 Safety Considerations

2.2 Evacuation

2.3 Tornado

2.4 Flood

2.5 Medical

2.6 Bomb Threat

2.7 Fire and/or Explosion

2.8 Vapor Cloud

2.1 SPILL RESPONSE

FIGURE 2.1-1 - SPILL RESPONSE ACTION CHECKLIST

Figure 2.1-1 - Spill Response Action Checklist	Comments
First Person to Discover Spill	
Immediately notify Pipeline Management. Take appropriate action to protect life and ensure safety of personnel. Contact the appropriate local emergency responders or request the office to do so.	
Immediately shut down operations (if applicable). Remotely controlled motor operated valves should be closed as soon as a leak is detected. Manual operated valves should be closed if safe to do so.	
Secure the scene. Isolate the area and assure the safety of people and the environment. Keep people away from the scene and outside the safety perimeter.	
Pipeline Management	
Assume role of Incident Commander until relieved by upper Management (if applicable).	
Conduct preliminary assessment of health and safety hazards.	
Evacuate nonessential personnel, notify emergency response agencies to provide security, and evacuate surrounding area (if necessary).	
Call out Incident Management Team and primary spill response contractors, as needed (FIGURE 3.1-5).	
Notify the Facility Management and provide an incident briefing. Evaluate the need for activating the Regional Response Team (RRT).	
Notify the Regional General Manager and Regional HSE Manager.	
If safe to do so, direct facility responders to shut down potential ignition sources in the vicinity of the spill, including motors, electrical pumps, electrical power, flairs, etc. Keep drivers away from truck rack if spill occurs there.	
If safe to do so, direct facility responders to shut down and control the source of the spill. Be aware of potential hazards associated with product and ensure that lower explosive limits (LELs) are within safe levels before sending personnel into the spill area.	
If safe to do so, direct facility responders to stabilize and contain the situation. This may include construction of minor earthen berms and/or sorbent boom and pads.	
For low flash oil (<100°F), consider applying foam over the oil, using water spray to reduce vapors, grounding all equipment handling the oil, and using non-sparking tools.	
If there is a potential to impact shorelines, consider lining shoreline with sorbent or diversion boom to reduce impact.	
Notify Local Emergency Responders. Obtain the information necessary to complete the Initial Incident Report Form (FIGURE 3.1-2).	
Make local notifications: <ul style="list-style-type: none"> ● LEPC ● Police ● Fire ● Sheriff 	

FIGURE 2.1-1 - SPILL RESPONSE ACTION CHECKLIST, CONTINUED

Figure 2.1-1 - Spill Response Action Checklist, Continued	Comments
HSE Regional Manager	
Make appropriate notifications: <ul style="list-style-type: none"> • National Response Center (800) 424-8802 • External regulatory notifications (FIGURE 3.1-5) 	
Incident Management Team	
Activate all or a portion of Incident Management Team (IMT) (as necessary). HSE Department will maintain contact with notified regulatory agencies.	
Mobilize spill response contractors (if necessary). It is much better to demobilize equipment and personnel if not needed than to delay contacting them if they are needed.	
Document all response actions taken, including notifications, agency/media meetings, equipment and personnel mobilization and deployment, and area impacted. (Refer to SECTION 5 for documentation.)	
Water-based Spills: Initiate spill tracking and surveillance operations. Determine extent of pollution via surveillance aircraft or vehicle. Estimate volume of spill utilizing information in SECTION 2.1.3 . Send photographer / videographer, if safe. Use of dispersants requires Federal or State approval.	
Land-based Spills: Initiate spill tracking and surveillance, if applicable.	
SECONDARY RESPONSE ACTIONS (Refer to IMT job descriptions in SECTION 4.6)	
FACILITY-SPECIFIC RESPONSE CONSIDERATIONS (Refer to SECTION 6 for maps, tactical plans, and sensitivity information.)	

Site Specific Actions

Site Specific Actions	Comments
DOCUMENT ALL ACTIONS TAKEN	
First Priority	
Account for all personnel and visitors.	
Identify and assess fire/safety hazards.	
Second Priority	
Secure spill source, if possible.	
Assure all required notifications are conducted.	
Secure all drainage leading from Facility.	
Third Priority	
SCADA will be utilized at the origination and termination ends, measuring in & out flow, volume in bbls, and pressure. Alarms will be established at set differential points of proscribed measurements. Alarm system software Clear SCADA/control room alarm system as well as designated text and email alerts to Qualified Individuals.	
Once deployment of response equipment has been completed, initiate recovery of product.	
Upon arrival of IMT, assure all information is accurate and complete prior to being released.	
Assure proper documentation has been completed from initial discovery of spill to finish; reference SECTION 5 .	

2.1.1 Spill Detection and Mitigation Procedures

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

Each spill mitigation situation is unique and must be treated according to the circumstance present. In every situation, however, personnel safety must be assessed as the first priority. The potential for ignition and/or toxic exposure must be promptly evaluated. Spill mitigation procedures are listed in **FIGURE 2.1-2**. Discharge volume calculations are provided in **APPENDIX C**.

FIGURE 2.1-2 - SPILL MITIGATION PROCEDURES

TYPE	MITIGATION PROCEDURE
Failure of Transfer Equipment	<ol style="list-style-type: none"> 1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk. 2. Terminate transfer operations and close block valves. 3. Drain product into containment areas (if possible). 4. Eliminate sources of vapor cloud ignition by shutting down all engines and motors.
Tank Overfill/Failure	<ol style="list-style-type: none"> 1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk. 2. Shut down or divert source of incoming flow to tank. 3. Shut down source of vapor cloud ignition by shutting down all engines and motors. 4. Ensure that dike discharge valves are closed. 5. Transfer fluid to another tank with adequate storage capacity (if possible). 6. Monitor diked containment area for leaks and potential capacity limitations. 7. Begin transferring spilled product to another tank as soon as possible.
Piping Rupture/Leak (under pressure and no pressure)	<ol style="list-style-type: none"> 1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk. 2. Shut down pumps. Close the closest block valves on each side of the rupture. 3. Drain the line back into contained areas (if possible). Alert nearby personnel of potential safety hazards. 4. Shut down source of vapor cloud ignition by shutting down all engines and motors. 5. If piping is leaking and under pressure, relieve pressure by draining into a containment area or back to a tank (if possible). Then repair line according to established procedures.
Fire/Explosion	<ol style="list-style-type: none"> 1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at risk of injury. 2. Notify local fire and police departments. 3. Attempt to extinguish fire if it is in incipient (early) stage and if it can be done safely. 4. Shut down transfer or pumping operation. Attempt to divert or stop flow of product to the hazardous area (if it can be done safely). 5. Eliminate sources of vapor cloud ignition by shutting down all engines and motors. 6. Control fire before taking steps to contain spill. <p>Also refer to fire/explosion response procedures in SECTION 2.6</p>
Manifold Failure	<ol style="list-style-type: none"> 1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk. 2. Terminate transfer operations immediately. 3. Isolate the damaged area by closing block valves on both sides of the leak/rupture. 4. Shut down source of vapor cloud ignition by shutting down all engines and motors. 5. Drain fluids back into containment areas (if possible).

2.1.2 Spill Surveillance Guidelines

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

FIGURE 2.1-3 - SPILL SURVEILLANCE CHECKLIST

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

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

2.1.3 Spill Volume Estimating

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

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

Some rapid methods to estimate spill size are:

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

FIGURE 2.1-4 - SPILL ESTIMATION FACTORS

OIL THICKNESS ESTIMATIONS				
Standard Form	Approx. Film Thickness		Approx. Quantity of Oil in Film	
	inches	mm	gallons/mile ²	liters/km ²
Barely Visible	0.000015	0.00004	25	44
Silvery	0.00003	0.00008	50	88
Slightly colored	0.00006	0.00015	100	179
Brightly colored	0.00012	0.0003	200	351
Dull	0.00004	0.001	666	1,167
Dark	0.00008	0.002	1,332	2,237
Thickness of light oils: 0.0010 inches to 0.00010 inches				
Thickness of heavy oils: 0.10 inches to 0.010 inches				

NOAA, 09/2000

2.1.4 Estimating Spill Trajectories

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

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

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

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

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

2.1.5 Initial Containment Actions

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

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

Selection of the appropriate location and method will depend upon:

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

2.1.6 Safety Considerations

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

2.2 EVACUATION

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

2.3 TORNADO

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

2.4 FLOOD

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

2.5 MEDICAL

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

2.6 BOMB THREAT

Bomb Threat By Phone Checklist

Bomb Threat By Phone Checklist	Comments
TASK	
Handle the call.	
Treat the threat as real; safeguard life.	
Maintain a log to record all events. <ul style="list-style-type: none"> ● Begin with the receipt of the threat and continue until the episode is finished with all areas secure. ● The log should include the names of agencies and individuals contacted and the time, date, and action taken or requested. 	
All evidence in conjunction with the threat should be retained and preserved.	
Keep the caller on the line; ask the following questions: <ul style="list-style-type: none"> ● When is the bomb going to explode? ● Where is the bomb right now? ● What kind of bomb is it? ● What will cause it to explode? ● Why? 	
Listen for any background sounds.	
Listen for any distinguishing characteristics of the caller's voice.	
Evacuate the premises.	
Notify the police (911) and Supervisory Personnel.	
If a detonation occurs, refer to SECTION 2.2.	
Conduct a post-emergency evaluation and report.	
<p>Do not use radios within 1,000 feet of an area that may contain a bomb.</p> <p>Do not turn on/off lights or use other electrical switches.</p>	

Bomb Threat by Letter, Telegram, Message

Bomb Threat by Letter, Telegram, Message	Comments
TASK	
<p>Frequently seen devices include letter bombs, soft cover pocketbook bombs, hard cover book bombs, manila envelope bombs, and the cardboard box bombs. While many are delivered by U.S. mail, they may come by private courier or carrier. Be alert to recognize suspicious-looking items. The following conditions represent some of the possible suspicious characteristics:</p> <ul style="list-style-type: none"> ● Special handling marks (special delivery, air mail, registered, certified); ● Restrictive markings (personal, confidential, addressee only); ● Excessive postage; ● Handwritten or poorly typed address; ● Incorrect title or title but no names; ● Misspelling of common words; ● Oily stains or discolorations; ● No return address; ● Excessive weight; ● Lopsided, uneven, or ridged envelope; ● Protruding wires or tin foil; ● Excessive securing material (tape, string, etc.); ● Any evidence that the envelope has been reopened and reglued; or ● Mail item from a new or strange source. 	
<p>If you have a suspicious-looking letter or package:</p> <ul style="list-style-type: none"> ● DO NOT TRY TO OPEN IT. ● Isolate it and evacuate to a safe distance. 	
<p>Notify the Pipeline Management. If supervision is not present, call the appropriate local government agencies listed in FIGURE 3.1-5 and inform them of the bomb threat.</p>	
<p>Save all containers, including the envelope the threat arrived in. Once the message is recognized as a bomb threat, further unnecessary handling of the materials should be avoided.</p>	
<p>Make every possible effort to retain and protect evidence such as fingerprints, handwriting or typewriting, paper and postal marks. Place all materials in a document protector, plastic envelope, or similar container.</p>	

2.7 FIRE AND/OR EXPLOSION

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

The first responder's initial objective is site management.

2.7 Fire and/or Explosion	Comments
TASK	
At a manned facility	
Evaluate the situation; approach cautiously from upwind; do not rush in.	
Notify the local police and fire departments (Dial 911).	
Sound the facility alarm and push the red emergency shutdown switch (if equipped).	
Notify Qualified Individual and Operations Control (if applicable).	
Appropriately trained personnel may attempt to extinguish the fire if it is in the incipient (early) stage and if it can be done safely .	
In the event the fire is too large for an individual to fight alone, the individual sounding the alarm or making the phone call should stand by at a safe distance to direct the fire department to the scene of the fire and keep personnel and vehicles from entering the danger area.	
Alert all Facility areas of the exact location and extent of the fire.	
Instruct all drivers to discontinue loading, disconnect loading arms, and tell all drivers present to stand by the trucks (if safe to do so) and wait for instructions to remove same to safe area.	
Shut off all pumps.	
If the fire/explosion is a result of a pipe rupture, isolate product release by closing valves.	
If product is being received from pipelines, notify the appropriate pipeline personnel of the fire and request that the pipeline be shut down. The tank which is receiving product from the pipeline must not be closed until assurance is received that the pipeline is shut down, unless that tank is on fire.	
After confirmation has been received that pipelines have been shut down, close the pipeline header valves.	
Undertake basic site control: <ul style="list-style-type: none"> ● Make an assessment of hazards. ● Isolate the area. ● Keep people away from the scene and outside the safety perimeter. ● Establish safety zones and escape routes. 	
Respond to the fire: <ul style="list-style-type: none"> ● Establish a Command Post and lines of communication. ● Maintain site control. ● Establish Incident Command/Unified Command as necessary (SECTION 4.4). 	
Call in additional resources if on-scene personnel and equipment are inadequate to handle the emergency.	
Conduct a post-emergency evaluation and report.	
At an unmanned facility or on the pipeline right of way	
Handle the call.	

2.7 FIRE AND/OR EXPLOSION, CONTINUED

2.7 Fire and/or Explosion, Continued	Comments
TASK, Continued	
Notify the local police and fire departments.	
Notify Qualified Individual and Operations Control.	
Go to the incident scene to evaluate the situation; approach cautiously from upwind; do not rush in.	
Undertake basic site control: <ul style="list-style-type: none"> ● Make an assessment of hazards. ● Isolate the area. ● Keep people away from the scene and outside the safety perimeter. ● Establish safety zones and escape routes. 	
If roads or railroads are in the affected area, assist the sheriff or local emergency officials with halting traffic.	
Update the next level manager.	
If the fire/explosion is a result of a pipe rupture, isolate the product release by closing valves.	
Respond to the fire: <ul style="list-style-type: none"> ● Establish a Command Post and lines of communication. ● Maintain site control. ● Establish Incident Command/Unified Command as necessary (SECTION 4.4). 	
Call in additional resources if on-scene personnel and equipment are inadequate to handle the emergency.	
Conduct a post-emergency evaluation and report.	

2.8 VAPOR CLOUD

2.8 Vapor Cloud	Comments
TASK	
The person who discovers the vapor cloud will notify the facility management on duty and vacate the area.	
Remember: the only proper action in the presence of a vapor cloud is to get away from it. Do not shut off electrical equipment.	
All personnel will report to the evacuation muster point for roll call and further instructions.	
<p>After all personnel have been accounted for, the Facility Management, the Facility Supervisor, or a Facility Operator will initiate the following actions as deemed necessary:</p> <ul style="list-style-type: none"> ● Shut down pipeline. ● Evacuate adjacent property. ● Only the fire department will be permitted to enter the Facility. 	
Contact the appropriate agencies and potentially affected neighbors (refer to FIGURE 3.1-5).	

SECTION 3

NOTIFICATIONS / TELEPHONE NUMBERS

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3.1 Emergency Information and Notification Procedures

Figure 3.1-1 - Emergency Notification Flow Chart

Figure 3.1-2 - Initial Incident Report Form

Figure 3.1-3 - DOT / PHMSA Accident Report Form

Figure 3.1-4 - Internal Notifications and Telephone Numbers

Figure 3.1-5 - External Notifications and Telephone Numbers

Figure 3.1-6 - Reporting Requirements

3.1 EMERGENCY INFORMATION AND NOTIFICATION PROCEDURES

The notification sequence for a spill is as follows:

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

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

This section also contains the following:

- **FIGURE 3.1-2** provides an Initial Incident Report Form. This form is utilized for initial and follow-up notifications. Follow-up notifications are the responsibility of the Liaison Officer.
- **FIGURE 3.1-3** is the required DOT/PHMSA Accident Report Form to be submitted to the agency within 30 days.
- **FIGURE 3.1-4** and **FIGURE 3.1-5** provides a notification summary and documentation form to assist in documenting notifications.
- **FIGURE 3.1-6** provides reporting requirements.

FIGURE 3.1-1 - EMERGENCY NOTIFICATION FLOW CHART

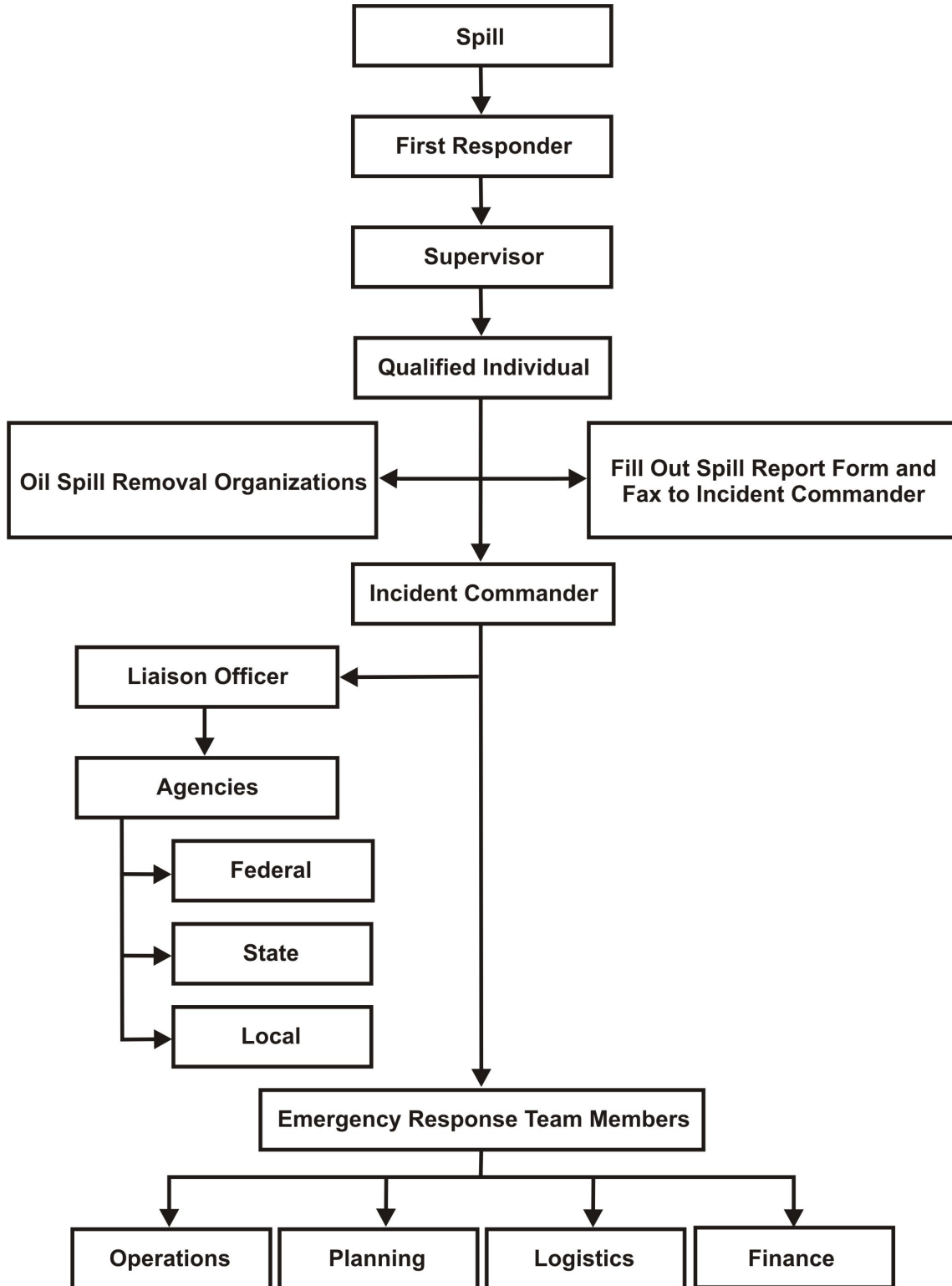


FIGURE 3.1-2 - INITIAL INCIDENT REPORT FORM

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

FIGURE 3.1-3 - DOT / PHMSA ACCIDENT REPORT FORM

[Click to view/print U.S. DOT PHMSA Accident Report Form - Hazardous Liquid Pipeline Systems](#)

<p>*12. Were there fatalities? <input type="radio"/> Yes <input type="radio"/> No</p> <p>If Yes, specify the number in each category:</p> <p>*12.a Operator employees / / / / / /</p> <p>*12.b Contractor employees working for the Operator / / / / / /</p> <p>*12.c Non-Operator emergency responders / / / / / /</p> <p>*12.d Workers working on the right-of-way, but NOT associated with this Operator / / / / / /</p> <p>*12.e General public / / / / / /</p> <p>12.f Total fatalities (sum of above) / / / / / /</p>	<p>*13. Were there injuries requiring inpatient hospitalization? <input type="radio"/> Yes <input type="radio"/> No</p> <p>If Yes, specify the number in each category:</p> <p>*13.a Operator employees / / / / / /</p> <p>*13.b Contractor employees working for the Operator / / / / / /</p> <p>*13.c Non-Operator emergency responders / / / / / /</p> <p>*13.d Workers working on the right-of-way, but NOT associated with this Operator / / / / / /</p> <p>*13.e General public / / / / / /</p> <p>13.f Total injuries (sum of above) / / / / / /</p>
--	--

14. Was the pipeline/facility shut down due to the Accident? Yes No ➡ Explain: _____

If Yes, complete Questions 14.a and 14.b: *(use local time, 24-hr clock)*

14.a Local time and date of shutdown / / / / / / / / / / / / / / /
Hour Month Day Year

14.b Local time pipeline/facility restarted / / / / / / / / / / / / / / / Still shut down*
Hour Month Day Year *(*Supplemental Report required)*

***15. Did the commodity ignite?** Yes No

***16. Did the commodity explode?** Yes No

17. Number of general public evacuated: / / / / / / / /

18. Time sequence: *(use local time, 24-hour clock)*

18.a Local time Operator identified Accident / / / / / / / / / / / / / / /
Hour Month Day Year

18.b Local time Operator resources arrived on site / / / / / / / / / / / / / / /
Hour Month Day Year

PART C – ADDITIONAL FACILITY INFORMATION

*1. Is the pipeline or facility:
 Interstate
 Intrastate

*2. Part of system involved in Accident: *(select only one)*
 Onshore Breakout Tank or Storage Vessel, Including Attached Appurtenances ⇨ Atmospheric or Low Pressure
 Pressurized

Onshore Terminal/Tank Farm Equipment and Piping
 Onshore Equipment and Piping Associated with Belowground Storage
 Onshore Pump/Meter Station Equipment and Piping
 Onshore Pipeline, Including Valve Sites
 Offshore Platform/Deepwater Port, Including Platform-mounted Equipment and Piping
 Offshore Pipeline, Including Riser and Riser Bend

3. Item involved in Accident: *(select only one)

Pipe ⇨ Specify: Pipe Body Pipe Seam

3.a Nominal diameter of pipe (in): / / . / / / / /
3.b Wall thickness (in): / . / / / / /
3.c SMYS (Specified Minimum Yield Strength) of pipe (psi): / / / / . / / / / /
3.d Pipe specification: _____

3.e Pipe Seam ⇨ Specify: Longitudinal ERW - High Frequency Single SAW Flash Welded
 Longitudinal ERW - Low Frequency DSAW Continuous Welded
 Longitudinal ERW – Unknown Frequency Furnace Butt Welded
 Spiral Welded ERW Spiral Welded SAW Spiral Welded DSAW
 Lap Welded Seamless Other _____

3.f Pipe manufacturer: _____
3.g Year of manufacture: / / / / / /
3.h Pipeline coating type at point of Accident
⇨ Specify: Fusion Bonded Epoxy Coal Tar Asphalt Polyolefin
 Extruded Polyethylene Field Applied Epoxy Cold Applied Tape Paint
 Composite None Other _____

Weld, including heat-affected zone ⇨ Specify: Pipe Girth Weld Other Butt Weld Fillet Weld Other _____
If Pipe Girth Weld is selected, complete items 3.a. through h. above. If the values differ on either side of the girth weld, enter one value in 3.a. through h. and list the different value(s) in Part H - Narrative Description of the Accident.

Valve Mainline ⇨ Specify: Butterfly Check Gate Plug Ball Globe
 Other _____
3.i Mainline valve manufacturer: _____
3.j Year of manufacture: / / / / / /

Relief Valve
 Auxiliary or Other Valve

Pump
 Meter/Prover
 Scraper/Pig Trap
 Sump/Separator
 Repair Sleeve or Clamp
 Hot Tap Equipment
 Stopple Fitting
 Flange
 Relief Line
 Auxiliary Piping (e.g. drain lines)
 Tubing
 Instrumentation

Tank/Vessel ⇨ Specify: Single Bottom System Double Bottom System Tank Shell Chime
 Roof/Roof Seal Roof Drain System Mixer Pressure Vessel Head or Wall
 Appurtenance Other _____

Other _____

4. Year item involved in Accident was installed: / / / / / /

*5. Material involved in Accident: (select only one)

- Carbon Steel
- Material other than Carbon Steel ➔ Specify: _____

*6. Type of Accident involved: (select only one)

- Mechanical Puncture ➔ Approx. size: / / / / / / / / / / / / in. (axial) by / / / / / / / / / / / / in. (circumferential)
- Leak ➔ Select Type: Pinhole Crack Connection Failure Seal or Packing Other _____
- Rupture ➔ Select Orientation: Circumferential Longitudinal Other _____
 Approx. size: / / / / / / / / / / / / in. (widest opening) by / / / / / / / / / / / / in. (length circumferentially or axially)
- Overfill or Overflow
- Other ➔ Describe: _____

PART D – ADDITIONAL CONSEQUENCE INFORMATION

1. Wildlife impact: Yes No

1.a If Yes, specify all that apply:

- Fish/aquatic
- Birds
- Terrestrial

*2. Soil contamination: Yes No

3. Long term impact assessment performed or planned: Yes No

4. Anticipated remediation: Yes No (not needed)

4.a If Yes, specify all that apply:

- Surface water Groundwater Soil Vegetation Wildlife

*5. Water contamination: Yes ➔ (Complete 5.a – 5.c below) No

*5.a Specify all that apply:

- Ocean/Seawater
- Surface
- Groundwater
- Drinking water ➔ (Select one or both) Private Well Public Water Intake

*5.b Estimated amount released in or reaching water: / / / / / / / / / / / / / / Barrels

*5.c Name of body of water, if commonly known: _____

*6. At the location of this Accident, had the pipeline segment or facility been identified as one that “could affect” a High Consequence Area (HCA) as determined in the Operator’s Integrity Management Program? Yes No

*7. Did the released commodity reach or occur in one or more High Consequence Area (HCA)? Yes No

7.a If Yes, specify HCA type(s): (select all that apply)

- Commercially Navigable Waterway
Was this HCA identified in the “could affect” determination for this Accident site in the Operator’s Integrity Management Program?
 Yes No
- High Population Area
Was this HCA identified in the “could affect” determination for this Accident site in the Operator’s Integrity Management Program?
 Yes No
- Other Populated Area
Was this HCA identified in the “could affect” determination for this Accident site in the Operator’s Integrity Management Program?
 Yes No
- Unusually Sensitive Area (USA) – Drinking Water
Was this HCA identified in the “could affect” determination for this Accident site in the Operator’s Integrity Management Program?
 Yes No
- Unusually Sensitive Area (USA) – Ecological
Was this HCA identified in the “could affect” determination for this Accident site in the Operator’s Integrity Management Program?
 Yes No

***8. Estimated Property Damage:**

- 8.a Estimated cost of public and non-Operator private property damage
\$ / / / / / / / / / / / / / / / /
- 8.b Estimated cost of commodity lost \$ / / / / / / / / / / / / / / / /
- 8.c Estimated cost of Operator's property damage & repairs \$ / / / / / / / / / / / / / / / /
- 8.d Estimated cost of Operator's emergency response \$ / / / / / / / / / / / / / / / /
- 8.e Estimated cost of Operator's environmental remediation \$ / / / / / / / / / / / / / / / /
- 8.f Estimated other costs \$ / / / / / / / / / / / / / / / /
Describe _____
- 8.g Total estimated property damage (sum of above) \$ / / / / / / / / / / / / / / / /

PART E – ADDITIONAL OPERATING INFORMATION

- *1. Estimated pressure at the point and time of the Accident (psig): / / / / / / / /
- *2. Maximum Operating Pressure (MOP) at the point and time of the Accident (psig): / / / / / / / /
- *3. Describe the pressure on the system or facility relating to the Accident: (select only one)
 - Pressure did not exceed MOP
 - Pressure exceeded MOP, but did not exceed 110% of MOP
 - Pressure exceeded 110% of MOP
- *4. Not including pressure reductions required by PHMSA regulations (such as for repairs and pipe movement), was the system or facility relating to the Accident operating under an established pressure restriction with pressure limits below those normally allowed by the MOP?
 - No
 - Yes ⇨ (Complete 4.a and 4.b below)
 - *4.a Did the pressure exceed this established pressure restriction? Yes No
 - *4.b Was this pressure restriction mandated by PHMSA or the State? PHMSA State Not mandated

***5. Was "Onshore Pipeline, Including Valve Sites" OR "Offshore Pipeline, Including Riser and Riser Bend" selected in PART C, Question 2?**

- No
- Yes ⇨ (Complete 5.a – 5.e below)
 - 5.a Type of upstream valve used to initially isolate release source: Manual Automatic Remotely Controlled
 - 5.b Type of downstream valve used to initially isolate release source: Manual Automatic Remotely Controlled
 Check Valve
 - 5.c Length of segment initially isolated between valves (ft): / / / / / / / /
 - 5.d Is the pipeline configured to accommodate internal inspection tools?
 - Yes
 - No ⇨ Which physical features limit tool accommodation? (select all that apply)
 - Changes in line pipe diameter
 - Presence of unsuitable mainline valves
 - Tight or mitered pipe bends
 - Other passage restrictions (i.e. unbarred tee's, projecting instrumentation, etc.)
 - Extra thick pipe wall (applicable only for magnetic flux leakage internal inspection tools)
 - Other ⇨ Describe: _____
 - 5.e For this pipeline, are there operational factors which significantly complicate the execution of an internal inspection tool run?
 - No
 - Yes ⇨ Which operational factors complicate execution? (select all that apply)
 - Excessive debris or scale, wax, or other wall build-up
 - Low operating pressure(s)
 - Low flow or absence of flow
 - Incompatible commodity
 - Other ⇨ Describe: _____

- *5.f Function of pipeline system: (select only one)
 - > 20% SMYS Regulated Trunkline/Transmission > 20% SMYS Regulated Gathering
 - ≤ 20% SMYS Regulated Trunkline/Transmission ≤ 20% SMYS Regulated Gathering

*6. Was a Supervisory Control and Data Acquisition (SCADA)-based system in place on the pipeline or facility involved in the Accident?

No

Yes ⇨ 6.a Was it operating at the time of the Accident? Yes No

6.b Was it fully functional at the time of the Accident? Yes No

6.c Did SCADA-based information (such as alarm(s), alert(s), event(s), and/or volume calculations) assist with the detection of the Accident? Yes No

6.d Did SCADA-based information (such as alarm(s), alert(s), event(s), and/or volume calculations) assist with the confirmation of the Accident? Yes No

*7. Was a CPM leak detection system in place on the pipeline or facility involved in the Accident?

No

Yes ⇨ 7.a Was it operating at the time of the Accident? Yes No

7.b Was it fully functional at the time of the Accident? Yes No

7.c Did CPM leak detection system information (such as alarm(s), alert(s), event(s), and/or volume calculations) assist with the detection of the Accident? Yes No

7.d Did CPM leak detection system information (such as alarm(s), alert(s), event(s), and/or volume calculations) assist with the confirmation of the Accident? Yes No

*8. How was the Accident initially identified for the Operator? (select only one)

CPM leak detection system or SCADA-based information (such as alarm(s), alert(s), event(s), and/or volume calculations)

Static Shut-in Test or Other Pressure or Leak Test

Controller

Local Operating Personnel, including contractors

Air Patrol

Ground Patrol by Operator or its contractor

Notification from Public

Notification from Emergency Responder

Notification from Third Party that caused the Accident

Other _____

*8.a If "Controller", "Local Operating Personnel, including contractors", "Air Patrol", or "Ground Patrol by Operator or its contractor" is selected in Question 8, specify the following: (select only one)

Operator employee Contractor working for the Operator

*9. Was an investigation initiated into whether or not the controller(s) or control room issues were the cause of or a contributing factor to the Accident? (select only one)

Yes, but the investigation of the control room and/or controller actions has not yet been completed by the Operator (Supplemental Report required)

No, the facility was not monitored by a controller(s) at the time of the Accident

No, the Operator did not find that an investigation of the controller(s) actions or control room issues was necessary due to: (provide an explanation for why the Operator did not investigate)

Yes, specify investigation result(s): (select all that apply)

Investigation reviewed work schedule rotations, continuous hours of service (while working for the Operator) and other factors associated with fatigue

Investigation did NOT review work schedule rotations, continuous hours of service (while working for the Operator) and other factors associated with fatigue (provide an explanation for why not)

Investigation identified no control room issues

Investigation identified no controller issues

Investigation identified incorrect controller action or controller error

Investigation identified that fatigue may have affected the controller(s) involved or impacted the involved controller(s) response

Investigation identified incorrect procedures

Investigation identified incorrect control room equipment operation

Investigation identified maintenance activities that affected control room operations, procedures, and/or controller response

Investigation identified areas other than those above ⇨ Describe: _____

<input type="checkbox"/> Internal Corrosion	<p>*6. Results of visual examination: <input type="radio"/> Localized Pitting <input type="radio"/> General Corrosion <input type="radio"/> Not cut open <input type="radio"/> Other _____</p> <p>*7. Cause of corrosion: <i>(select all that apply)</i> <input type="radio"/> Corrosive Commodity <input type="radio"/> Water drop-out/Acid <input type="radio"/> Microbiological <input type="radio"/> Erosion <input type="radio"/> Other _____</p> <p>*8. The cause(s) of corrosion selected in Question 7 is based on the following: <i>(select all that apply)</i> <input type="radio"/> Field examination <input type="radio"/> Determined by metallurgical analysis <input type="radio"/> Other _____</p> <p>*9. Location of corrosion: <i>(select all that apply)</i> <input type="radio"/> Low point in pipe <input type="radio"/> Elbow <input type="radio"/> Other _____</p> <p>*10. Was the commodity treated with corrosion inhibitors or biocides? <input type="radio"/> Yes <input type="radio"/> No</p> <p>11. Was the interior coated or lined with protective coating? <input type="radio"/> Yes <input type="radio"/> No</p> <p>12. Were cleaning/dewatering pigs (or other operations) routinely utilized? <input type="radio"/> Not applicable - Not mainline pipe <input type="radio"/> Yes <input type="radio"/> No</p> <p>13. Were corrosion coupons routinely utilized? <input type="radio"/> Not applicable - Not mainline pipe <input type="radio"/> Yes <input type="radio"/> No</p>
--	--

Complete the following if any Corrosion Failure sub-cause is selected AND the "Item Involved in Accident" (from PART C, Question 3) is Tank/Vessel.

14. List the year of the most recent inspections:
- | | | |
|--|-----------|--|
| 14.a API Std 653 Out-of-Service Inspection | / / / / / | <input type="radio"/> No Out-of-Service Inspection completed |
| 14.b API Std 653 In-Service Inspection | / / / / / | <input type="radio"/> No In-Service Inspection completed |

Complete the following if any Corrosion Failure sub-cause is selected AND the "Item Involved in Accident" (from PART C, Question 3) is Pipe or Weld.

15. Has one or more internal inspection tool collected data at the point of the Accident?
 Yes No
- 15.a. If Yes, for each tool used, select type of internal inspection tool and indicate most recent year run:
- | | |
|--|-----------|
| <input type="radio"/> Magnetic Flux Leakage Tool | / / / / / |
| <input type="radio"/> Ultrasonic | / / / / / |
| <input type="radio"/> Geometry | / / / / / |
| <input type="radio"/> Caliper | / / / / / |
| <input type="radio"/> Crack | / / / / / |
| <input type="radio"/> Hard Spot | / / / / / |
| <input type="radio"/> Combination Tool | / / / / / |
| <input type="radio"/> Transverse Field/Triaxial | / / / / / |
| <input type="radio"/> Other _____ | / / / / / |
16. Has one or more hydrotest or other pressure test been conducted since original construction at the point of the Accident?
 Yes ⇨ Most recent year tested: / / / / / Test pressure (psig): / / / / /
 No
17. Has one or more Direct Assessment been conducted on this segment?
 Yes, and an investigative dig was conducted at the point of the Accident ⇨ Most recent year conducted: / / / / /
 Yes, but the point of the Accident was not identified as a dig site ⇨ Most recent year conducted: / / / / /
 No
18. Has one or more non-destructive examination been conducted at the point of the Accident since January 1, 2002?
 Yes No
- 18.a If Yes, for each examination conducted since January 1, 2002, select type of non-destructive examination and indicate most recent year the examination was conducted:
- | | |
|--|-----------|
| <input type="radio"/> Radiography | / / / / / |
| <input type="radio"/> Guided Wave Ultrasonic | / / / / / |
| <input type="radio"/> Handheld Ultrasonic Tool | / / / / / |
| <input type="radio"/> Wet Magnetic Particle Test | / / / / / |
| <input type="radio"/> Dry Magnetic Particle Test | / / / / / |
| <input type="radio"/> Other _____ | / / / / / |

G2 - Natural Force Damage - *only one sub-cause can be picked from shaded left-hand column	
<input type="checkbox"/> Earth Movement, NOT due to Heavy Rains/Floods	1. Specify: <input type="radio"/> Earthquake <input type="radio"/> Subsidence <input type="radio"/> Landslide <input type="radio"/> Other _____
<input type="checkbox"/> Heavy Rains/Floods	2. Specify: <input type="radio"/> Washout/Scouring <input type="radio"/> Flotation <input type="radio"/> Mudslide <input type="radio"/> Other _____
<input type="checkbox"/> Lightning	3. Specify: <input type="radio"/> Direct hit <input type="radio"/> Secondary impact such as resulting nearby fires
<input type="checkbox"/> Temperature	4. Specify: <input type="radio"/> Thermal Stress <input type="radio"/> Frost Heave <input type="radio"/> Frozen Components <input type="radio"/> Other _____
<input type="checkbox"/> High Winds	
<input type="checkbox"/> Other Natural Force Damage	*5. Describe: _____
Complete the following if any Natural Force Damage sub-cause is selected.	
*6. Were the natural forces causing the Accident generated in conjunction with an extreme weather event? <input type="radio"/> Yes <input type="radio"/> No	
*6.a If Yes, specify: (select all that apply) <input type="radio"/> Hurricane <input type="radio"/> Tropical Storm <input type="radio"/> Tornado <input type="radio"/> Other _____	

G3 – Excavation Damage - *only one sub-cause can be picked from shaded left-hand column																			
<input type="checkbox"/> Excavation Damage by Operator (First Party)																			
<input type="checkbox"/> Excavation Damage by Operator's Contractor (Second Party)																			
<input type="checkbox"/> Excavation Damage by Third Party																			
<input type="checkbox"/> Previous Damage due to Excavation Activity	<p>Complete Questions 1-5 ONLY IF the "Item Involved in Accident" (from PART C, Question 3) is Pipe or Weld.</p> <p>1. Has one or more internal inspection tool collected data at the point of the Accident? <input type="radio"/> Yes <input type="radio"/> No</p> <p>1.a If Yes, for each tool used, select type of internal inspection tool and indicate most recent year run:</p> <table border="0"> <tr> <td><input type="radio"/> Magnetic Flux Leakage</td> <td>_____</td> </tr> <tr> <td><input type="radio"/> Ultrasonic</td> <td>_____</td> </tr> <tr> <td><input type="radio"/> Geometry</td> <td>_____</td> </tr> <tr> <td><input type="radio"/> Caliper</td> <td>_____</td> </tr> <tr> <td><input type="radio"/> Crack</td> <td>_____</td> </tr> <tr> <td><input type="radio"/> Hard Spot</td> <td>_____</td> </tr> <tr> <td><input type="radio"/> Combination Tool</td> <td>_____</td> </tr> <tr> <td><input type="radio"/> Transverse Field/Triaxial</td> <td>_____</td> </tr> <tr> <td><input type="radio"/> Other _____</td> <td>_____</td> </tr> </table> <p>2. Do you have reason to believe that the internal inspection was completed BEFORE the damage was sustained? <input type="radio"/> Yes <input type="radio"/> No</p> <p>3. Has one or more hydrotest or other pressure test been conducted since original construction at the point of the Accident?</p> <p><input type="radio"/> Yes ⇒ Most recent year tested: _____ Test pressure (psig): _____</p> <p><input type="radio"/> No</p> <p>4. Has one or more Direct Assessment been conducted on the pipeline segment?</p> <p><input type="radio"/> Yes, and an investigative dig was conducted at the point of the Accident ⇒ Most recent year conducted: _____</p> <p><input type="radio"/> Yes, but the point of the Accident was not identified as a dig site ⇒ Most recent year conducted: _____</p> <p><input type="radio"/> No</p>	<input type="radio"/> Magnetic Flux Leakage	_____	<input type="radio"/> Ultrasonic	_____	<input type="radio"/> Geometry	_____	<input type="radio"/> Caliper	_____	<input type="radio"/> Crack	_____	<input type="radio"/> Hard Spot	_____	<input type="radio"/> Combination Tool	_____	<input type="radio"/> Transverse Field/Triaxial	_____	<input type="radio"/> Other _____	_____
<input type="radio"/> Magnetic Flux Leakage	_____																		
<input type="radio"/> Ultrasonic	_____																		
<input type="radio"/> Geometry	_____																		
<input type="radio"/> Caliper	_____																		
<input type="radio"/> Crack	_____																		
<input type="radio"/> Hard Spot	_____																		
<input type="radio"/> Combination Tool	_____																		
<input type="radio"/> Transverse Field/Triaxial	_____																		
<input type="radio"/> Other _____	_____																		

5. Has one or more non-destructive examination been conducted at the point of the Accident since January 1, 2002?

Yes No

5.a If Yes, for each examination conducted since January 1, 2002, select type of non-destructive examination and indicate most recent year the examination was conducted:

Radiography / / / / /

Guided Wave Ultrasonic / / / / /

Handheld Ultrasonic Tool / / / / /

Wet Magnetic Particle Test / / / / /

Dry Magnetic Particle Test / / / / /

Other _____ / / / / /

Complete the following if Excavation Damage by Third Party is selected as the sub-cause.

*6. Did the Operator get prior notification of the excavation activity? Yes No

*6.a If Yes, Notification received from: (select all that apply) One-Call System Excavator Contractor Landowner

Complete the following mandatory CGA-DIRT Program questions if any Excavation Damage sub-cause is selected.

*7. Do you want PHMSA to upload the following information to CGA-DIRT (www.cga-dirt.com)? Yes No

*8. Right-of-Way where event occurred: (select all that apply)

Public ⇨ Specify: City Street State Highway County Road Interstate Highway Other

Private ⇨ Specify: Private Landowner Private Business Private Easement

Pipeline Property/Easement

Power/Transmission Line

Railroad

Dedicated Public Utility Easement

Federal Land

Data not collected

Unknown/Other

*9. Type of excavator: (select only one)

Contractor County Developer Farmer Municipality Occupant

Railroad State Utility Data not collected Unknown/Other

*10. Type of excavation equipment: (select only one)

Auger Backhoe/Trackhoe Boring Drilling Directional Drilling

Explosives Farm Equipment Grader/Scraper Hand Tools Milling Equipment

Probing Device Trencher Vacuum Equipment Data not collected Unknown/Other

*11. Type of work performed: (select only one)

Agriculture Cable TV Curb/Sidewalk Building Construction Building Demolition

Drainage Driveway Electric Engineering/Surveying Fencing

Grading Irrigation Landscaping Liquid Pipeline Milling

Natural Gas Pole Public Transit Authority Railroad Maintenance Road Work

Sewer (Sanitary/Storm) Site Development Steam Storm Drain/Culvert Street Light

Telecommunications Traffic Signal Traffic Sign Water Waterway Improvement

Data not collected Unknown/Other

*12. Was the One-Call Center notified? Yes No

*12.a If Yes, specify ticket number: /

*12.b If this is a State where more than a single One-Call Center exists, list the name of the One-Call Center notified:

*13. Type of Locator: Utility Owner Contract Locator Data not collected Unknown/Other

*14. Were facility locate marks visible in the area of excavation? No Yes Data not collected Unknown/Other

*15. Were facilities marked correctly? No Yes Data not collected Unknown/Other

*16. Did the damage cause an interruption in service? No Yes Data not collected Unknown/Other

*16.a If Yes, specify duration of the interruption: / / / / / / / / hours

*17. Description of the CGA-DIRT Root Cause (select only the one predominant first level CGA-DIRT Root Cause and then, where available as a choice, the one predominant second level CGA-DIRT Root Cause as well):

One-Call Notification Practices Not Sufficient: (select only one)

- No notification made to the One-Call Center
- Notification to One-Call Center made, but not sufficient
- Wrong information provided

Locating Practices Not Sufficient: (select only one)

- Facility could not be found/located
- Facility marking or location not sufficient
- Facility was not located or marked
- Incorrect facility records/maps

Excavation Practices Not Sufficient: (select only one)

- Excavation practices not sufficient (other)
- Failure to maintain clearance
- Failure to maintain the marks
- Failure to support exposed facilities
- Failure to use hand tools where required
- Failure to verify location by test-hole (pot-holing)
- Improper backfilling

One-Call Notification Center Error

Abandoned Facility

Deteriorated Facility

Previous Damage

Data Not Collected

Other / None of the Above (explain) _____

	<p>7. Has one or more non-destructive examination been conducted at the point of the Accident since January 1, 2002? <input type="radio"/> Yes <input type="radio"/> No</p> <p>7.a If Yes, for each examination conducted since January 1, 2002, select type of non-destructive examination and indicate most recent year the examination was conducted:</p> <p><input type="radio"/> Radiography / / / / /</p> <p><input type="radio"/> Guided Wave Ultrasonic / / / / /</p> <p><input type="radio"/> Handheld Ultrasonic Tool / / / / /</p> <p><input type="radio"/> Wet Magnetic Particle Test / / / / /</p> <p><input type="radio"/> Dry Magnetic Particle Test / / / / /</p> <p><input type="radio"/> Other / / / / /</p>
<input type="checkbox"/> Intentional Damage	<p>*8. Specify:</p> <p><input type="radio"/> Vandalism <input type="radio"/> Terrorism</p> <p><input type="radio"/> Theft of transported commodity <input type="radio"/> Theft of equipment</p> <p><input type="radio"/> Other _____</p>
<input type="checkbox"/> Other Outside Force Damage	*9. Describe: _____

G5 - Material Failure of Pipe or Weld	Use this section to report material failures ONLY IF the "Item Involved in Accident" (from PART C, Question 3) is "Pipe" or "Weld."
*Only one sub-cause can be picked from shaded left-hand column	

<p>1. The sub-cause selected below is based on the following: <i>(select all that apply)</i></p> <p><input type="checkbox"/> Field Examination <input type="checkbox"/> Determined by Metallurgical Analysis <input type="checkbox"/> Other Analysis _____</p> <p><input type="checkbox"/> Sub-cause is Tentative or Suspected; Still Under Investigation <i>(Supplemental Report required)</i></p>	
<input type="checkbox"/> Construction-, Installation-, or Fabrication-related	<p>2. List contributing factors: <i>(select all that apply)</i></p> <p><input type="checkbox"/> Fatigue- or Vibration-related:</p> <p style="padding-left: 20px;"><input type="radio"/> Mechanically-induced prior to installation (such as during transport of pipe)</p> <p style="padding-left: 20px;"><input type="radio"/> Mechanical Vibration</p> <p style="padding-left: 20px;"><input type="radio"/> Pressure-related</p> <p style="padding-left: 20px;"><input type="radio"/> Thermal</p> <p style="padding-left: 20px;"><input type="radio"/> Other _____</p> <p><input type="checkbox"/> Mechanical Stress</p> <p><input type="checkbox"/> Other _____</p>
<input type="checkbox"/> Original Manufacturing-related (NOT girth weld or other welds formed in the field)	
<input type="checkbox"/> Environmental Cracking-related	
<p>3. Specify: <input type="radio"/> Stress Corrosion Cracking <input type="radio"/> Sulfide Stress Cracking</p> <p><input type="radio"/> Hydrogen Stress Cracking <input type="radio"/> Other _____</p>	

Complete the following if any Material Failure of Pipe or Weld sub-cause is selected.

*4. Additional factors: *(select all that apply)* Dent Gouge Pipe Bend Arc Burn Crack Lack of Fusion

Lamination Buckle Wrinkle Misalignment Burnt Steel

Other _____

*5. Has one or more internal inspection tool collected data at the point of the Accident? Yes No

*5.a If Yes, for each tool used, select type of internal inspection tool and indicate most recent year run:

Magnetic Flux Leakage Tool / / / / /

Ultrasonic / / / / /

Geometry / / / / /

Caliper / / / / /

Crack / / / / /

Hard Spot / / / / /

Combination Tool / / / / /

Transverse Field/Triaxial / / / / /

Other _____ / / / / /

*6. Has one or more hydrotest or other pressure test been conducted since original construction at the point of the Accident?

Yes ⇨ Most recent year tested: / / / / / Test pressure (psig): / / / / /

No

*7. Has one or more Direct Assessment been conducted on the pipeline segment?

Yes, and an investigative dig was conducted at the point of the Accident ⇨ Most recent year conducted: / / / / /

Yes, but the point of the Accident was not identified as a dig site ⇨ Most recent year conducted: / / / / /

No

*8. Has one or more non-destructive examination(s) been conducted at the point of the Accident since January 1, 2002?

Yes No

*8.a If Yes, for each examination conducted since January 1, 2002, select type of non-destructive examination and indicate most recent year the examination was conducted:

Radiography / / / / /

Guided Wave Ultrasonic / / / / /

Handheld Ultrasonic Tool / / / / /

Wet Magnetic Particle Test / / / / /

Dry Magnetic Particle Test / / / / /

Other _____ / / / / /

G6 - Equipment Failure - *only one **sub-cause** can be picked from shaded left-hand column

<input type="checkbox"/> Malfunction of Control/Relief Equipment	*1. Specify: <i>(select all that apply)</i> <input type="radio"/> Control Valve <input type="radio"/> Instrumentation <input type="radio"/> SCADA <input type="radio"/> Communications <input type="radio"/> Block Valve <input type="radio"/> Check Valve <input type="radio"/> Relief Valve <input type="radio"/> Power Failure <input type="radio"/> Stopple/Control Fitting <input type="radio"/> ESD System Failure <input type="radio"/> Other _____
<input type="checkbox"/> Pump or Pump-related Equipment	*2. Specify: <input type="radio"/> Seal/Packing Failure <input type="radio"/> Body Failure <input type="radio"/> Crack in Body <input type="radio"/> Appurtenance Failure <input type="radio"/> Other _____
<input type="checkbox"/> Threaded Connection/Coupling Failure	3. Specify: <input type="radio"/> Pipe Nipple <input type="radio"/> Valve Threads <input type="radio"/> Mechanical Coupling <input type="radio"/> Threaded Pipe Collar <input type="radio"/> Threaded Fitting <input type="radio"/> Other _____
<input type="checkbox"/> Non-threaded Connection Failure	*4. Specify: <input type="radio"/> O-Ring <input type="radio"/> Gasket <input type="radio"/> Seal (NOT pump seal) or Packing <input type="radio"/> Other _____
<input type="checkbox"/> Defective or Loose Tubing or Fitting	
<input type="checkbox"/> Failure of Equipment Body (except Pump), Tank Plate, or other Material	
<input type="checkbox"/> Other Equipment Failure	*5. Describe: _____ _____

Complete the following if any Equipment Failure sub-cause is selected.

- *6. Additional factors that contributed to the equipment failure: *(select all that apply)*
- Excessive vibration
 - Overpressurization
 - No support or loss of support
 - Manufacturing defect
 - Loss of electricity
 - Improper installation
 - Mismatched items (different manufacturer for tubing and tubing fittings)
 - Dissimilar metals
 - Breakdown of soft goods due to compatibility issues with transported commodity
 - Valve vault or valve can contributed to the release
 - Alarm/status failure
 - Misalignment
 - Thermal stress
 - Other _____

G7 - Incorrect Operation - *only one sub-cause can be picked from shaded left-hand column	
<input type="checkbox"/> Damage by Operator or Operator's Contractor NOT Related to Excavation and NOT due to Motorized Vehicle/Equipment Damage	
<input type="checkbox"/> Tank, Vessel, or Sump/Separator Allowed or Caused to Overfill or Overflow	*1. Specify: <input type="radio"/> Valve misalignment <input type="radio"/> Incorrect reference data/calculation <input type="radio"/> Miscommunication <input type="radio"/> Inadequate monitoring <input type="radio"/> Other _____
<input type="checkbox"/> Valve Left or Placed in Wrong Position, but NOT Resulting in a Tank, Vessel, or Sump/Separator Overflow or Facility Overpressure	
<input type="checkbox"/> Pipeline or Equipment Overpressured	
<input type="checkbox"/> Equipment Not Installed Properly	
<input type="checkbox"/> Wrong Equipment Specified or Installed	
<input type="checkbox"/> Other Incorrect Operation	*2. Describe: _____
Complete the following if any Incorrect Operation sub-cause is selected.	
*3. Was this Accident related to: <i>(select all that apply)</i>	
<input type="radio"/> Inadequate procedure <input type="radio"/> No procedure established <input type="radio"/> Failure to follow procedure <input type="radio"/> Other: _____	
*4. What category type was the activity that caused the Accident:	
<input type="radio"/> Construction <input type="radio"/> Commissioning <input type="radio"/> Decommissioning <input type="radio"/> Right-of-Way activities <input type="radio"/> Routine maintenance <input type="radio"/> Other maintenance <input type="radio"/> Normal operating conditions <input type="radio"/> Non-routine operating conditions (abnormal operations or emergencies)	
*5. Was the task(s) that led to the Accident identified as a covered task in your Operator Qualification Program? <input type="radio"/> Yes <input type="radio"/> No	
*5.a If Yes, were the individuals performing the task(s) qualified for the task(s)?	
<input type="radio"/> Yes, they were qualified for the task(s) <input type="radio"/> No, but they were performing the task(s) under the direction and observation of a qualified individual <input type="radio"/> No, they were not qualified for the task(s) nor were they performing the task(s) under the direction and observation of a qualified individual	
G8 – Other Accident Cause - *only one sub-cause can be picked from shaded left-hand column	
<input type="checkbox"/> Miscellaneous	*1. Describe: _____ _____
<input type="checkbox"/> Unknown	*2. Specify: <input type="radio"/> Investigation complete, cause of Accident unknown <input type="radio"/> Still under investigation, cause of Accident to be determined* (*Supplemental Report required)

FIGURE 3.1-4 - INTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS

The Qualified Individual (QI) and Alternate QI have been granted the authority, including contracting authority, to implement the Facility Response Plan. Terminal personnel comprise the Facility Response Team (FRT). The Initial FRT will consist of the Terminal personnel on-duty at the time of an incident.

* 24-hour number

INTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS	
Company Personnel	
Marilee Foote Facility Engineer II Qualified Individual Incident Command Response Time: 1 (hours) 29 CFR 1910.120 HAZWOPER OPA 90 Oil Spill Response QI/IC Training	701-713-0861 (Office) 701-713-0861 (Home)
Andy Davison OMS Operations Mgr. Incident Command; Deputy Incident Commander Response Time: 1 (hours)	701-580-4326 (Office)
Lynn Sunby Facilities Manager Qualified Individual Incident Command; Deputy Incident Commander Response Time: 1 (hours) 29 CFR 1910.120 HAZWOPER OPA 90 Oil Spill Response QI/IC Training	701-770-5273 (Office) 701-770-5273 (Home)
Kaden Elwess Sr. EHS Rep. Information Safety Liaison Response Time: 1 (hours)	701-509-3714 (Office)
Dustin Anderson Sr. Envir. Rep., EHS Department, Williston Office Information Safety Liaison Response Time: 1 (hours)	701-580-3208 (Office)
David Edwards EHS Manager Information Safety Liaison Response Time: 1 (hours)	832-794-7932 (Office)
James Demorrett Land Supervisor Information Safety Liaison Response Time: 1 (hours)	701-577-1660 (Office)
Brett Truss Stimulation Operations Manager Deputy Incident Commander Response Time: 1 (hours)	701-577-1698 (Office)
Jason Killion OMS Operations Superintendent Operations Section Response Time: 1 (hours)	701-609-2716 (Office)

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

* 24-hour number

INTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED	
Company Personnel, Continued	
Mark Garner Plant Foreman Operations Section Response Time: 1 (hours)	701-609-3747 (Office)
Steven Geiser Field Foreman Operations Section Response Time: 1 (hours)	701-577-1721 (Office)
Damon Jorgensen Construction Superintendent Planning Section Response Time: 1 (hours)	701-577-1687 (Office)
Linda Pitman Production Manager Planning Section Response Time: 1 (hours)	701-713-0155 (Office)
Kevin Ralph Workover Superintendent Planning Section Response Time: 1 (hours)	701-641-3114 (Office)
John Lee Operations General Manager Logistics Section Response Time: 1 (hours)	307-262-4422 (Office)
Jared Iverson Production Operations Manager Logistics Section Response Time: 1 (hours)	701-577-1679 (Office)
Jim Doss OMS General Manager Finance/Admin Section Response Time: 1 (hours)	713-770-6445 (Office)
Niko Lorentzatos Executive Vice President & General Counsel Finance/Admin Section Response Time: 1 (hours)	281-404-9606 (Office)

FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS

* 24-hour number

EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS		TIME CONTACTED
Initial		
National Response Center	800-424-8802	
Federal Agencies		
Department of Transportation / Pipeline and Hazardous Materials Safety Administration	202-366-4433	
National Transportation Safety Board - HQ	844-373-9922	
Occupational Safety & Health Administration (OSHA) - HQ	800-321-6742	
U.S. EPA Region 8	800-227-8917 303-312-6312 Includes CO, MT, ND, SD, UT, WY	
U.S. EPA Montana Operations Office - Helena, MT	866-457-2690 406-457-5000	
OSHA Region 8	720-264-6550 Includes CO, MT, ND, SD, UT, WY	
OSHA - Billings, MT	406-247-7494	

FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED

* 24-hour number

EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED		TIME CONTACTED
Federal Agencies, Continued		
OSHA - Bismarck, ND	701-250-4521	
Bureau of Land Management (BLM) - Montana	406-896-5013 Billings, MT 406-533-7600 Butte, MT 406-683-8000 Dillon, MT 406-228-3750 Glasgow, MT 406-791-7700 Great Falls, MT 406-262-7700 Havre, MT 406-538-1900 Lewistown, MT 406-654-5100 Malta, MT 406-233-2800 Miles City, MT 406-329-3914 Missoula, MT	
Bureau of Land Management (BLM) - North Dakota	701-227-7700	
State Agencies - Montana		
Montana Department of Environmental Quality	406-444-0379	
Montana Department of Environmental Quality Disaster and Emergency Services	406-324-4777	
Montana Department of Environmental Quality Leak Line for Regulated Storage Tank Facilities	406-841-5000 800-457-0568	
Montana Department of Environmental Quality Duty Officer	800-905-7521 785-296-3176	
Montana Department of Natural Resources and Conservation	406-444-2074	
Montana Department of Natural Resources and Conservation Oil and Gas Division	406-656-0040	

FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED

* 24-hour number

EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED		TIME CONTACTED
Local Agencies - Montana		
Sheridan County Local Emergency Planning Commission (LEPC)	406-765-2970	
Office Address: 100 W. Laurel Ave. Plentywood, MT 59254-1699		
Roosevelt County Local Emergency Planning Commission (LEPC)	406-653-6200	
Office Address: 400 2nd Avenue South Wolf Point, MT 59201		
Richland County Local Emergency Planning Commission (LEPC)	406-433-2200	
Office Address: 201 W. Main Sidney, MT		
State Agencies - North Dakota		
North Dakota Department of Health	701-328-5210	
North Dakota Department of Health Department of Emergency Services	800-472-2121	
North Dakota Industrial Commission	701-238-3722	
North Dakota Industrial Commission Oil and Gas Division	701-328-8020	
Local Agencies - North Dakota		

FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED

* 24-hour number

EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED		TIME CONTACTED
Local Agencies - North Dakota, Continued		
Mckenzie County Local Emergency Planning Committee (LEPC)	701-444-6853	
Office Address: 201 5th Street NW Watford City, ND 58854		
Williams County Local Emergency Planning Committee (LEPC)	701-577-7707	
Office Address: 223 East Broadway, Suite 202 Williston, ND 58801		
Montrail County Local Emergency Planning Committee (LEPC)	701-628-2909	
Office Address: P.O. Box 248 Stanley, ND 58784-0248		
Ward County Local Emergency Planning Committee (LEPC)	701-857-6560	
Office Address: P.O. Box 5005 Minot, ND 58701		
Burke County Local Emergency Planning Committee (LEPC)	701-377-2311	
Office Address: Sheriff's Office		
Divide County Local Emergency Planning Committee (LEPC)	701-965-6361	
Office Address: P.O. Box 49 Crosby, ND 58730		
Dunn County Local Emergency Planning Committee (LEPC)	701-573-4612	
Office Address: 205 Owens St. Manning, ND 58642		
Renville County Local Emergency Planning Committee (LEPC)	701-756-6386	
Office Address: Sheriff's Office		

Oil Spill Removal Organizations (OSROs)

*24-hour Number

OIL SPILL REMOVAL ORGANIZATIONS (OSROS)	
USCG CLASSIFIED OSRO	
SWAT Consulting Inc. Response Time: 1 (hours) ND,	866-610-7928*
Clean Harbors Environmental Services, Inc. Response Time: 2 (hours) Arnegard, ND	800-645-8265*
NON USCG CLASSIFIED OSRO	
SASR Response Time: 1.5 (hours) New Town, ND	701-260-4279* (Mobile) 701-456-7520 (Office)
Absorbent & Safety Solutions Response Time: 1.75 (hours) Tioga and Alexander, ND	701-838-4558*

FIGURE 3.1-6 - REPORTING REQUIREMENTS

AGENCY / ADDRESS	REPORTING REQUIREMENT
National Response Center c/o United States Coast Guard (G-OPF), 2100 2nd Street Southwest - Room 2611 Washington, D.C. 20593-0001	TYPE: Any discharge or sighting of oil, or hazardous substance exceeding an RQ VERBAL: Immediately. NRC will respond within 30 minutes. WRITTEN: Not Required
Department of Transportation for DOT Jurisdiction Office of Pipeline Safety and Hazardous Material Safety Administration 1200 New Jersey Avenue SE-E-22-321 Washington, D.C. 20590	TYPE: In addition to the reporting of accidents to the NRC, a written accident report may be required for incidents. VERBAL: Call to the NRC meets the required verbal notification under DOT reporting requirement. WRITTEN: As soon as practicable, an accident meeting any of the requisite criteria must be reported on PHMSA Form 7000-1.
North Dakota Department of Health 918 East Divide Ave., 4th Floor Bismarck, ND 58501-1947	www.ndhealth.gov VERBAL: 1 BBL or off location. Immediate notification for all releases of hazardous materials. Oil spills should be reported as soon as possible. WRITTEN: All reports require an online Environmental Incident Report Form https://www.dmr.nd.gov/oilgas/mvc/wincident/Incident/Create

SECTION 4

RESPONSE TEAM ORGANIZATION

Last Revised: August 2014

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4.1 Description

4.2 Activation Procedures

4.3 Team Member Response Times

4.4 Incident Command System / Unified Command

4.5 Qualified Individual (QI)

Figure 4.5-1 - Incident Management Team (IMT) Activation Procedure

Figure 4.5-2 - Incident Management Team (IMT) Organization Chart

4.6 Incident Management Team (IMT) Job Descriptions and Guidelines

4.1 DESCRIPTION

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

The IMT is composed of Company personnel from offices within the Area. Additional personnel from outlying offices can be used (if needed). The IMT will develop strategies and priorities for a response, then will supervise contractors, handle safety and security matters, and will provide logistical support for contractor personnel. The IMT will handle all communications with the media and the public. Job descriptions for each IMT member are provided in **SECTION 4.6**. The IMT will train by participating in exercises as noted in **APPENDIX A**.

4.2 ACTIVATION PROCEDURES

Activation of the IMT may be accomplished in stages. Initially, the First Responder assumes the role of Incident Commander (IC). During a spill incident, the initial IC may be able to respond without assistance from the IMT. If the situation requires more resources, he may request additional personnel or management support from the IMT. This request is made to the Qualified Individual (QI). Depending on the situation, the QI may then assume the role of Incident Commander. The QI would then call out the other IMT members. The IMT activation procedure is provided in **FIGURE 4.5-1**.

4.3 TEAM MEMBER RESPONSE TIMES

See **SECTION 3.1** for each team member's response time (EPA Facilities only).

4.4 INCIDENT COMMAND SYSTEM / UNIFIED COMMAND

The Incident Command System (ICS) will be used by the Company IMT for spill response. The IMT organization chart is provided in **FIGURE 4.5-2**. The organization can be expanded or contracted as necessary. If an OSRO or other contractor is used to staff ICS positions for the Emergency Response Group, the commitment will be specified in writing.

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

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

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

4.5 QUALIFIED INDIVIDUAL (QI)

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

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

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

FIGURE 4.5-1 - INCIDENT MANAGEMENT TEAM (IMT) ACTIVATION PROCEDURE

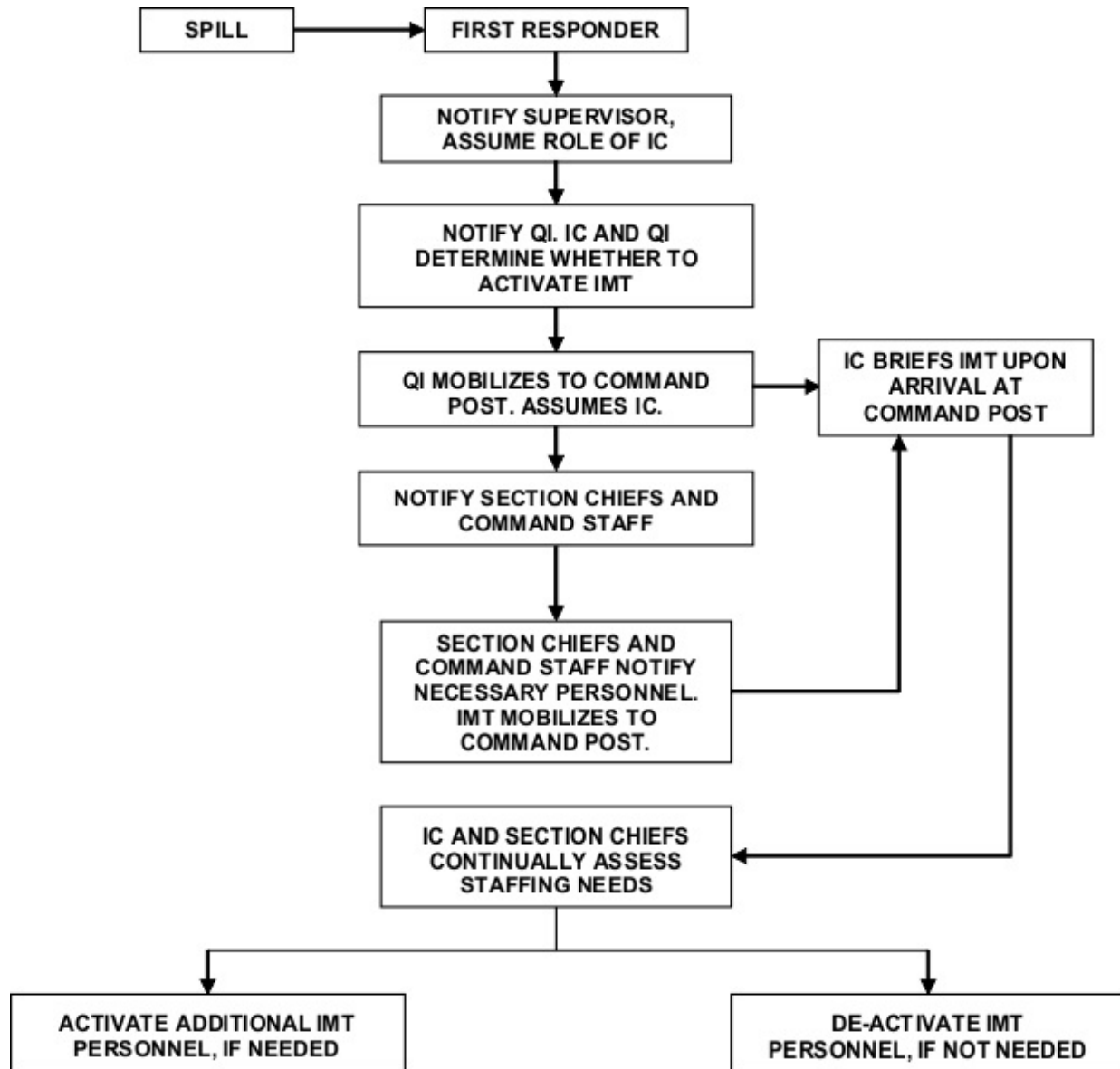


FIGURE 4.5-2 - INCIDENT MANAGEMENT TEAM (IMT) ORGANIZATION CHART



4.6 INCIDENT MANAGEMENT TEAM (IMT) JOB DESCRIPTIONS AND GUIDELINES

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

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

INCIDENT COMMANDER

The IC's responsibility is the overall management of the incident. During many incidents command activity is carried out by a single IC, while other incidents require that command activities and responsibilities are carried out by multiple ICs as a UC. The IC is selected based on qualifications and experience. Reference (a) should be reviewed regarding the responsibilities and duties of the IC.

The IC may have Deputy ICs, who may be from the same organization or from an assisting agency. The Deputy IC must have the same qualifications as the IC, as they must be ready to take over that position at any time. When span of control becomes an issue for the IC, a Deputy IC may be assigned to manage the Command Staff.

The major responsibilities of the IC are:

- Review Common Responsibilities.
- Obtain a briefing from the prior IC (ICS 201-CG).
- Determine incident objectives and general direction for managing the incident.
- Establish priorities.
- Establish an appropriate ICS organization.
- Establish an ICP.
- Brief Command Staff and Section Chiefs.
- Ensure planning meetings are scheduled as required.
- Approve and authorize the implementation of an IAP.
- Approve the Site Safety and Health Plan (ICS 208-CG), if developed.
- Ensure that adequate safety measures are in place.
- Establish the incident specific CIRs and time criticality of the information.
- Coordinate activity for all Command and General Staff.
- Identify and coordinate with key people and officials.
- Approve requests for additional resources or for the release of resources.
- Keep agency administrator informed of incident status..
- Approve the use of trainees, volunteers, and CG Auxiliary personnel.
- Authorize release of information to the news media.
- Ensure Incident Status Summary (ICS 209-CG) is completed and forwarded to appropriate higher authority.
- Order the demobilization of the incident when appropriate.
- Maintain Unit Log (ICS 214-CG) and forward to DOCL for disposition.

SAFETY OFFICER

The SOFR is to develop and recommend measures to ensure personnel safety and occupational health of not only response workers, but also the public, and to anticipate, recognize, assess, and control hazardous and unsafe conditions or situations.

There is only one SOFR for each incident; however, the SOFR may have Assistance Safety Officers (ASOFs), or THSPs as needed. ASOFs may be ordered or requested due to a specific skill set they possess, and which is required during incident response. An ASOF may come from the same organization as the SOFR or other another organization. ASOFs may have responsibilities pertaining to specialized areas (e.g., air operations, occupational health, hazardous substances, salvage, diving, and sanitation).

To accomplish all of these functions the SOFR and/or support staff should frequently travel to operational areas, base camps, staging areas, and other locations involving incident activity to identify health and safety hazards, and to verify compliance with applicable federal, state, and local health and safety regulations and with the Incident Health and Safety Plan (HASP).

If there is a significant risk to public health or high likelihood of public evacuation, the CG should immediately contact the state or local EOC for support regarding public health and request an ASOF for Public Health.

The major responsibilities of the SOFR are:

- ☐ Review Common Responsibilities.
- ☐ Ensure an incident-specific HASP, required by 29 CFR 1910.120, is developed specifically for the incident response. The Site Safety and Health Plan (ICS 208- CG) is a tool designed to assist in meeting the requirements of a HASP under 29 CFR 1910.120.
- ☐ Participate in Tactics and Planning Meetings, and other meetings and briefings as required.
- ☐ Identify hazardous situations associated with the incident.
- ☐ Review the IAP for safety and occupational health implications.
- ☐ Provide safety and occupational health advice in the IAP for assigned responders.
- ☐ Use Risk Based Decision Making (RBDM) methodologies to conduct Operational Risk Management (ORM) for the incident.
- ☐ Develop and implement intervention measures to prevent unsafe acts.
- ☐ Stop observed or reported unsafe acts. (Seek guidance and clarity from the IC/UC on the scope and limitation of authority.)
- ☐ Investigate accidents that have occurred within the incident area and determine if new safety and occupational health measures are needed.
- ☐ Identify, communicate and document safety, occupational, and environmental health hazards, needs, and concerns.
- ☐ Track and report accidents, injuries, and illnesses.
- ☐ Support reporting of accidents and mishaps using the ICS 237-CG (Incident Mishap Reporting Record).
- ☐ Ensure all contractors and volunteers hired/brought in, meet and are aware of appropriate safety/health training levels, the HASP, and safety/health measures to achieve the response strategies. (A translator may be needed to achieve this goal.)
- ☐ Identify the need for and assign deputies, assistants, and THSPs as needed.
- ☐ Review and provide input to the Medical Plan (ICS 206- CG).
- ☐ Review and provide input to the traffic plan, if developed, for both land and vessel traffic.
- ☐ Develop the Incident Action Plan Safety Analysis (ICS 215a-CG) to document hazards as well as mitigation strategies.
- ☐ Serve as the IC/UC representative in meetings with federal, state, or local occupational safety and health authorities and stakeholders.
- ☐ Brief Command on safety and occupational health issues and concerns.

SAFETY OFFICER, CONTINUED

- Ensure that all required organization forms, reports, and documents are completed prior to demobilization.
- Have debriefing session with the IC prior to demobilization.
- Maintain Unit Log (ICS 214-CG) and forward to DOCL for disposition.

OPERATIONS CHIEF

The OC, a member of the General Staff, is responsible for the management of tactical operations directly in support of the primary mission. The OC is normally selected from the organization with the most jurisdictional or functional responsibility for the incident.

The OC activates and supervises ICS organization elements in accordance with the IAP, and directs IAP implementation. The OC also directs the preparation of operational plans, requests or releases resources, monitors operational progress, makes expedient changes to the IAP when necessary, and reports those changes to the IC/UC. The OC Job Aid, should be reviewed regarding the organization and duties of the OC.

The OC may have Deputy OC(s), who may be from the same organization as the OC or from an assisting organization. Deputy OCs must have the same qualifications as the person for whom they work, as they must be ready to take over as OC at any time. During a complex incident response the OC may assign a Deputy OC to supervise on-scene operations while the OC participates in the incident planning process.

The major responsibilities of the OC are:

- Review Common Responsibilities.
- Obtain briefing from IC.
- Evaluate and request sufficient Section supervisory staffing for both operational and planning activities.
- Supervise Operations Section field personnel.
- Implement the IAP for the Operations Section.
- Evaluate on-scene operations and make adjustments to organization, strategies, tactics, and resources as necessary.
- Ensure the RESL is advised of changes in the status of resources assigned to the Operations Section.
- In coordination with the SOFR, ensure that Operations Section personnel execute work assignments while following approved safety practices.
- Monitor the need for and request additional resources to support operations as necessary.
- Assemble and/or demobilize Branches, Divisions, Groups, and task force/strike teams as appropriate.
- Identify and use staging areas.
- Evaluate and monitor the current situation for use in next operational planning period.
- Convert operational incident objectives into strategic and tactical options, which may be documented on a Work Analysis Matrix (ICS 234-CG).
- Coordinate and consult with the PC, SOFR, Marine Transportation System Recovery Unit Leader (MTSL), THSPs, modeling scenarios, trajectories, etc., on selection of appropriate strategies and tactics to accomplish objectives.
- Identify kind, type, and number of resources required to support selected strategies.
- Determine the need for any specialized resources.
- Divide work areas into manageable units.
- Implement air space de-confliction plans as required.
- Determine the need for an Air Branch Director.
- Request Captain of the Port (COTP) Safety or Security Zone or FAA Temporary Flight Restriction declaration around/over the incident response zone when warranted.
- Develop work assignments and allocate tactical resources based on strategic requirements using the Operational Planning Worksheet (ICS 215-CG).
- Coordinate the development of the Operational Planning Worksheet (ICS 215-CG) with the SOFR to mitigate safety risks.
- Participate in the planning process and the development of the tactical portions of the IAP, including the Assignment List (ICS 204-CG) and Air Operations Summary (ICS 220-CG).
- Review and approve final ICS 204-CG(s) prior to IAP approval.

OPERATIONS CHIEF, CONTINUED

- ▣ Assist with development of long-range strategic, contingency, and demobilization plans.
- ▣ Develop recommended list of Operations Section resources to be demobilized and initiate recommendation for release when appropriate.
- ▣ Receive and implement applicable portions of the incident Demobilization Plan.
- ▣ Participate in operational briefings to IMT members as well as briefings to the media and visiting dignitaries.
- ▣ Maintain Unit Log (ICS 214-CG) and forward to DOCL for disposition.

PLANNING CHIEF

The PC is a member of the General Staff and responsible for the development of the IAP, the collection, evaluation, dissemination, and use of incident information and maintaining status of assigned and demobilized resources. The PC Job Aid should be reviewed regarding the organization and duties of the PC.

The PC may have Deputy PCs, who may be from the same agency as the PC or from an assisting agency. The Deputy PC must have the same qualifications as the person for whom they work, as they must be ready to take over that position at any time.

The major responsibilities of the PC are:

- ▣ Review Common Responsibilities.
- ▣ Collect, process, display, and disseminate incident information.
- ▣ Assist OC in the development of response strategies.
- ▣ Supervise preparation of the IAP.
- ▣ Facilitate planning meetings and briefings.
- ▣ Supervise the tracking of incident personnel and resources through the Resources Unit.
- ▣ Assign personnel already on-site to ICS organizational positions as appropriate.
- ▣ Oversee information management processes and plans, including the development and approval of the Information Management Plan (if needed, see chapter 11).
- ▣ Ensure the accuracy of all information being produced by Planning Section Units with special attention to IC/UC CIRs and their reporting requirements.
- ▣ Support information requirements and reporting schedules for Planning Section Units (e.g., Resources Unit and Situation Unit).
- ▣ Establish special information collection activities as necessary (e.g., weather, environmental, and toxics).
- ▣ Assemble information on alternative strategies.
- ▣ Provide periodic predictions on incident potential.
- ▣ Keep IMT apprised of any significant changes in incident status.
- ▣ Oversee preparation and implementation of the Incident Demobilization Plan.
- ▣ Incorporate plans (e.g., traffic, medical, communications, and site safety) into the IAP.
- ▣ Develop other incident supporting plans (e.g., salvage, transition, and security).
- ▣ Maintain Unit Log (ICS 214-CG) and forward to DOCL for disposition.

LOGISTICS CHIEF

The LC is a member of the General Staff and is responsible for providing facilities, services, people, and material in support of the incident. The LC participates in the development and implementation of the IAP and supervises the branches and units within the Logistics Section. The LC Job Aid should be reviewed regarding the organization and duties of the LC. Responsibilities:

The LC may have Deputy LCs, who may be from the same agency or from an assisting agency. The Deputy LC must have the same qualifications as the person for whom they work as they must be ready to take over that position at any time.

The major responsibilities of the LSC are:

- Review Common Responsibilities.
- Organize the Logistics Section.
- Assign work locations and work tasks to Section personnel.
- Notify the Planning Section/Resources Unit of activated Logistics Section Units, including names and locations of assigned personnel.
- Assemble and brief Logistics Branch Directors and Unit Leaders.
- Participate in the planning process.
- Determine and supply immediate incident resource and facility needs.
- Coordinate and process requests for additional resources.
- In conjunction with Command, develop and advise all Sections of the IMT resource request process, the resource approval process, and use of CG Resource Request form (ICS 213-RR).
- Develop resource ordering process with FC.
- Review proposed tactics for upcoming operational period to ensure ability to provide resources and logistical support.
- Advise Command and other Section Chiefs on resource availability to support incident needs.
- Identify long-term service and support requirements for planned and expected operations.
- Oversee development of the Communications Plan (ICS 205), Medical Plan (ICS 206), Transportation Plan and Traffic Plan, as required.
- Provide input to the Information Management Plan.
- Identify logistical resource needs for incident contingencies.
- Determine the type and amount of resources ordered and enroute to include reporting of status/location.
- Advise Section Chiefs on resource limitations, constraints, and appropriateness.
- Advise on current service and support capabilities.
- Participate in Business Management Meeting with the FC.
- Request and/or set up expanded ordering processes as appropriate to support incident.
- Recommend Logistics Section resources to be demobilized and prioritize release order.
- Provide Logistics Section requirements to be included in the Demobilization Plan to DMOB.
- Receive and implement applicable portions of the incident Demobilization Plan.
- Maintain Unit Log (ICS 214-CG) and forward to DOCL for disposition.

FINANCE CHIEF

The FC is a member of the General Staff and responsible for all financial, administrative, and cost analysis aspects of the incident and supervising members of the Finance/Admin Section. The FC should review references (a) and (b) regarding the organization and duties of the FC and the financial management issues that may develop during a response.

The FC may have Deputy FCs who may be from the same organization as the FC or from an assisting organization. The Deputy FC must have the same qualifications as FC as they must be ready to take over that position at any time.

The major responsibilities of the FSC are::

- Review Common Responsibilities in chapter 2.
- Participate in incident planning meetings and briefings as required.
- Review operational plans and provide alternatives where financially appropriate.
- Manage all financial aspects of an incident.
- Identify all funding sources and ceilings for the response operation.
- Provide financial and cost analysis information, as requested.
- Gather pertinent information from briefings with responsible agencies.
- Develop an operating plan for the Finance/Admin Section.
- Fill supply and support needs.
- Meet with Assisting and Cooperating AREPs, as needed.
- Maintain daily contact with each organization(s) administrative headquarters on Finance/Admin matters.
- Coordinate with the RESL to ensure that all personnel time records are accurately completed.
- Transmit information to home agencies according to policy.
- Provide financial and administrative input to demobilization planning.
- Ensure that all funding obligation documents initiated at the incident are properly prepared and completed.
- Brief organization administrative personnel on all incident-related financial issues needing attention or follow-up prior to leaving incident.
- Develop recommended list of Section resources to be demobilized and initial recommendation for release when appropriate.
- Receive and implement applicable portions of the incident Demobilization Plan.
- Participate in Business Management Meeting with the LSC.
- Actively manage incident funds, differentiating between the various funding sources used to carry out response activities.
- Ensure that financial recording software is open and access to the accounting line is established for the incident.
- Ensure that financial recording software is open and access to the accounting line is established for the incident.
- Ensure that obligations are entered in financial recording software.
- Ensure that reconciliation of financial management systems is performed in accordance with current CG guidance.
- Adhere to CG undelivered orders policy and procedures.
- Conduct Finance Section status meetings as required.
- Maintain Unit Log (ICS 214-CG) and forward to DOCL for disposition.

INFORMATION OFFICER

The IO is responsible for developing and releasing information about the incident to the media and public. Only one IO will be assigned for each incident, including incidents operating under UC and multi-jurisdiction incidents.

The IO may have assistants as necessary, and the assistants may come from other assisting organizations. The IO and JIC Job Aids, references (b) through (d), should be reviewed regarding the organization and duties of the IO.

Organizations have different policies and procedures relative to the handling of public information. The following are the major responsibilities of the IO, which generally apply on any incident.

The major responsibilities of the IO are:

- Review Common Responsibilities.
- Determine from the IC if there are any limits on information release.
- Develop media strategy and public information plan.
- Represent and advise the IC/UC on all public information matters relating to the incident.
- Develop material for use in media briefings.
- Obtain IC approval of media releases.
- Inform media and conduct media briefings.
- Monitor and utilize social media as approved by the IC/UC.
- Arrange tours, interviews, and briefings.
- Coordinate information sharing and distribution with the LOFR.
- Assist in the development of the Information Management Plan.
- Manage the JIC if established. Recommend use of the National Response Team (NRT) JIC Model.
- Assign a JIC manager if a JIC is established.
- Evaluate the need to establish JICs at additional site locations.
- Obtain media information that may be useful to incident planning.
- Maintain current information summaries and/or displays on the incident and provide this information to assigned personnel.
- Brief Command on IO issues and concerns.
- Coordinate with the Environmental Unit Leader (ENVL) and LOFR to address media and stakeholder risk perceptions and obtain technical content for external messages.
- Ensure that all required organization forms, reports, and documents are completed prior to demobilization.
- Have debriefing session with the IC prior to demobilization.
- Maintain Unit Log (ICS 214-CG) and forward to DOCL for disposition.

LIAISON OFFICER

Incidents that are multi-jurisdictional, or have several organizations involved, may require the establishment of the LOFR position on the Command Staff. Only one primary LOFR will be assigned for each incident, including incidents operating under UC and multi-jurisdiction incidents. The LOFR is assigned to the incident to be primary coordinator for the liaison network, including Assisting and Cooperating AREPs.

The LOFR is a conduit of information and assistance between organizations and does not normally have delegated authority to make decisions on matters affecting an organization's participation in the incident; however, the IC/UC may assign additional responsibilities or authorities to the LOFR in order to effectively manage complex incidents.

Due to the complexity or scope of the incident, the LOFR may require one or more Assistant Liaison Officers (ALOFs) in the ICP or field in order to maintain a manageable span of control. **The ALOF is a representative of the UC and is not a representative of any specific organization.**

The LOFR Job Aid (reference (e)) should be reviewed regarding the organization and duties of the LOFR/ALOF.

The major responsibilities of the LOFR are:

- ☐ Review Common Responsibilities.
- ☐ Serve as the primary coordinator for the liaison network, including AREPs and state, tribal, and local governments.
- ☐ Maintain a list of Assisting and Cooperating AREPs, including name, agency, and contact information. Monitor check-in sheets daily to ensure that AREPs are identified.
- ☐ Assist in establishing and coordinating interagency contacts.
- ☐ Participate in Command and General Staff Meetings, Planning Meetings, Operations Briefings, and other meetings and briefings as required.
- ☐ Assist in the development of the Information Management Plan.
- ☐ Develop stakeholder coordination plan, including periodic public meeting schedules, if needed.
- ☐ Implement the Information Management Plan.
- ☐ Keep organizations supporting the incident response aware of incident status.
- ☐ Arrange consultations with federally recognized tribes as appropriate.
- ☐ Monitor incident operations to identify current or potential intra-organizational problems.
- ☐ Determine need for a Volunteer Coordinator (Note: If there are a significant number of volunteers the Volunteer Coordinator will transition to become the Volunteer Unit Leader under the PC.)
- ☐ Coordinate response resource needs for Natural Resource Damage Assessment (NRDA) activities with the OC during oil spill and hazardous substance release responses.
- ☐ Coordinate response resource needs for incident investigation activities with the OC.
- ☐ Coordinate with IO on media and stakeholder communications about risk perceptions.
- ☐ Coordinate information sharing and distribution with the IO.
- ☐ Coordinate with IO to develop and implement social media strategy by providing input on social media uses and interface with stakeholders and the public.
- ☐ Coordinate with the ENML to address stakeholder and public risk perceptions by assessing pollutant/hazard situation and obtaining technical content for stakeholder engagement.
- ☐ Coordinate activities of visiting dignitaries.
- ☐ Brief Command on agency issues and concerns.
- ☐ Ensure that all required organizations forms, reports, and documents are completed prior to demobilization.
- ☐ Have debriefing session with the IC prior to demobilization.
- ☐ Maintain Unit Log (ICS 214-CG) and forward to DOCL for disposition.

SECTION 5

INCIDENT PLANNING

Last Revised: July 20, 2016

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5.1 Documentation Procedures

5.2 Planning Process

Figure 5.2-1 - Planning Cycle

5.2.1 Keys to Team Meetings and Briefings

5.2.2 Initial Response and Assessment

5.2.3 Incident Briefing

5.2.4 Initial Unified Command Meeting

5.2.5 Preparing for the Tactics Meeting

5.2.6 Tactics Meeting

5.2.7 Prepare for the Planning Meeting

5.2.8 Planning Meeting

5.2.9 Incident Action Plan (IAP) Preparation

5.2.10 Operations Briefing

5.2.11 Assess Progress

5.3 ICS Forms

5.3.1 Incident Briefing ICS 201-CG

5.3.2 Incident Action Plan (IAP) Cover Sheet

5.3.3 Incident Objectives ICS 202-CG

5.3.4 Organization Assignment List ICS 203-CG

5.3.5 Assignment List ICS 204-CG

5.3.6 Communications Plan ICS 205-CG

SECTION 5

INCIDENT PLANNING, CONTINUED

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5.3.7 Medical Plan ICS 206-CG

5.3.8 Incident Status Summary ICS 209-CG

5.3.9 Unit Log ICS 214-CG

5.3.10 Individual Log ICS 214a-OS

5.4 Site Safety and Health Plan

5.5 Decontamination Plan

5.6 Disposal Plan

5.7 Incident Security Plan

5.8 Demobilization Plan

5.1 DOCUMENTATION PROCEDURES

The facility has a discharge detection program, which consists of manual (personnel) and automated detection systems. The facility also maintains a Spill Prevention, Control, and Countermeasures (SPCC) Plan, which is maintained at this facility under separate cover.

5.2 PLANNING PROCESS

Sound, timely planning provides the foundation for effective incident management. The NIMS ICS planning process represents a template for strategic, operational, and tactical planning that includes all steps to develop and disseminate an Incident Action Plan (IAP). A clear, concise IAP is essential to guide the initial incident management decision process and the continuing collective planning activities. The IAP is a living document that is based on the best available information at the time of the Planning Meeting. During the initial stages of incident management, planners should develop a simple plan that can be communicated through concise oral briefings. Frequently, this plan must be developed very quickly and with incomplete situation information. As the incident management effort evolves, additional lead time, staff, information systems, and technologies enable more detailed planning and cataloging of events and lessons learned.

The planning process begins with the identification of a credible threat, or the initial response to an actual or impending event. The process continues with the implementation of the formalized steps and the staffing required to develop a written IAP.

The planning process should provide the following:

- Current information that accurately describes the incident situation and resource status
- Predictions of the probable course of events
- Resource needs
- Organization of the response group
- Strategies to attain critical incident objectives
- An accurate, realistic IAP for the next operational period

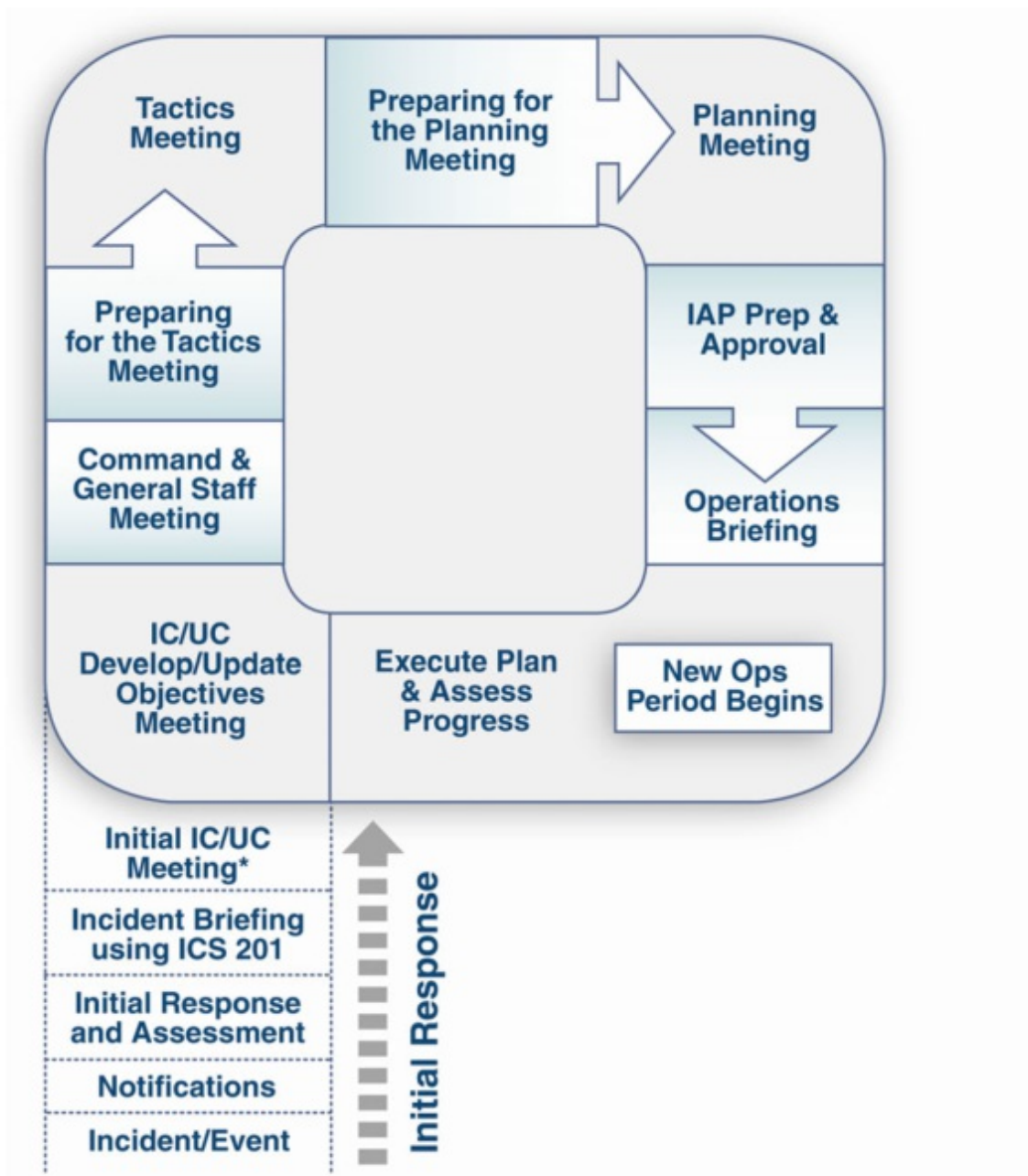
The five primary phases in the planning process are to:

- Understand the situation
- Establish incident objectives and strategy
- Develop the plan
- Prepare and disseminate the plan
- Execute, evaluate, and revise the plan

The Planning Cycle is a series of meetings that the emergency response group will perform during the course of an Operational Period. Any number of meetings can be called, for any variety of purpose, to meet the operational needs of the incident. Meeting should be short, concise and disciplined, with set agendas and outcomes.

An Operational Period is the time scheduled for executing a given set of operation actions, as specified in the Incident Action Plan. Operational periods can be of various lengths, although usually they are 12 or 24 hours, depending if there are day/night shifts.

FIGURE 5.2-1 - PLANNING CYCLE



*During this timeframe a meeting with the Agency Administrator/Executive can occur.

5.2.1 Keys to Team Meetings and Briefings

The purpose of team meetings and briefings is to allow team members to share information and coordinate response activities without duplication of effort or neglecting a key task. Regular briefings contribute to efficient response management.

Team briefings are not an opportunity for lengthy discussions and problem solving. Team members must give quick, short summaries of their activity. Follow-up discussions can be held later in smaller groups.

Keys to effective briefings:

- The Planning Section Chief will publish a briefing schedule for each Operational Period. The briefing schedule will specify who is required to attend, time and date, and any phone conference instructions.
- Each briefing will have a specific written agenda.
- Attendees should ensure an alternate is covering their response functions while involved in the briefing.
- Attendees should arrive on time.
- All phones (including mobile phones) should be turned off.
- All attendees should be prepared to give short summaries of activity in their area.
- Attendees should listen carefully to all presentations. One person speaks at a time.
- Briefings should be short and concise. Take large or complicated issues to a smaller work group.
- Document meetings carefully. List action items and key issues for the next briefing.
- Announce next briefing time at the conclusion.

5.2.2 Initial Response and Assessment

The period of Initial Response and Assessment occurs in all incidents. Short-term responses, which are small in scope and/or duration (e.g., a few resources working one operational period), can often be coordinated using only ICS Form 201 (Incident Briefing Form).

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

ICS Form 201 facilitates documentation of response objectives, situational awareness, resource employment and deployment, and significant actions taken. This form is essential for future planning and the effective management of initial response activities.

When: New IC/UC; staff briefing as required

Facilitator: Current IC/UC

Attendees: Prospective IC/UC; Command and General Staff, as required

Agenda:

- Using ICS Form 201 as an outline, include:
- Situation (use map/charts).
- Weather.
- Current priorities
- Strategy(s) and tactics.
- Current organization
- Resource assignments
- Facilities established.

5.2.3 Incident Briefing

Secondary containment areas will be inspected daily in accordance with the Facility Terminal SPCC Plan. The inspections include the following:

- Dike or berm system: level of precipitation in dike/available capacity; operational status of drainage valves; dike or berm permeability; debris; erosion; permeability of the floor of the diked area; location/status of pipes, inlets, drainage beneath tanks, vegetation obscuring inspection of tank and piping, etc.
- Secondary Containment: cracks; discoloration; presence of spilled or leaked material (standing liquid); corrosion; valve conditions.
- Retention and drainage ponds: erosion; available capacity; presence of spilled or leaked material; debris; and stressed vegetation (possible indication of leak).

In addition to the daily walkabout inspections, terminal personnel perform monthly logged inspections of dike and berm systems, secondary containment, and impoundment areas such the surface depression located on the eastern portion of the facility. A blank Secondary Containment Inspection Log is provided in **FIGURE C-7** to this plan for use as a guide.

Secondary containment inspection records are kept for five (5) years in the Terminal Office Building.

5.2.4 Initial Unified Command Meeting

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

When: As soon as Unified Command is established and available

Facilitator: Unified Command member

Attendees: Only Incident Commanders that will comprise the Unified Command

Agenda:

- Identify Unified Command members.
- Identify jurisdictional priorities and objectives.
- Present jurisdictional limitations, concerns and restrictions.
- Develop a collective set of incident objectives.
- Establish and agree on acceptable priorities.
- Agree on basic organization structure.
- Designate the best-qualified and acceptable Operations Section Chief (OPS).
- Agree on General Staff personnel designations and planning, logistical, and financial agreements and procedures.
- Agree on resource ordering procedures to follow.
- Agree on cost-sharing procedures.
- Agree on informational matters.
- Designate a Unified Command Information Officer.

5.2.5 Preparing for the Tactics Meeting

During this phase of the Operational Planning Cycle, the team begins the work of preparing for the upcoming Tactics Meeting. They review incident objectives and consider Command priorities. They may draft a Work Analysis Matrix (ICS-334) which helps document strategies and tactics to meet those objectives assigned, and should draft an Operational Planning Worksheet (ICS-215) and an Operations Section organization chart for the next operational period. Also, the Safety Officer should begin to develop or update the Site Safety Plan. The Planning Section Chief should facilitate/support this process to the greatest extent possible to ensure that the material, information, resources, etc. to be presented in the Tactics Meeting is organized and accurate.

When: Prior to Tactics Meeting.

Facilitator: Planning Section Chief facilitates process.

Attendees: None. This is not a meeting but a period of time

5.2.6 Tactics Meeting

This 30-minute meeting creates the blueprint for tactical deployment during the next operational period. In preparation for the Tactics Meeting, the Planning Section Chief and Operations Section Chief review the first stage of response operations or the current Incident Action Plan situation status information as provided by the Situation Unit to assess work progress against Incident Action Plan objectives. The Operations Section Chief, Planning Section Chief and Logistics Section Chief will jointly develop primary and alternate strategies to meet objectives for consideration at the next Planning Meeting.

When: Prior to Planning Meeting.

Facilitator: Planning Section Chief

Attendees: Planning Section Chief, Operations Section Chief, Logistics Section Chief, and Resources Unit Leader.

Agenda:

- Review the objectives for the next operational period and develop strategies (primary and alternatives).
- Prepare a draft of ICS Form 215 (used in planning meeting) to identify resources that should be ordered through Logistics.

5.2.7 Prepare for the Planning Meeting

During this phase of the Planning Cycle, the Section Chiefs and their associated staff members begin the work of preparing for the upcoming Planning Meeting. Each Section Chief is responsible for ensuring that his/her planning Meeting responsibilities are met. The Planning Section Chief should facilitate this to the greatest extent possible to ensure that the material, information, resources, etc., to be used or discussed in the Planning Meeting is organized and prepared.

When: After the Tactics Meetings

Facilitator: Planning Section Chief

5.2.8 Planning Meeting

This meeting defines incident objectives, strategies, and tactics and identifies resource needs for the next operational period. Depending on incident complexity, this meeting should last no longer than 45 minutes. This meeting fine tunes objectives and priorities, identifies and solves problems, and defines work assignments and responsibilities on a completed ICS Form 215 (Operations Planning Worksheet). Displays in the meeting room should include Objectives ICS Form 202 for the next period, large sketch maps or charts clearly dated and timed, a poster-sized ICS Form 215, a current resource inventory prepared by the Resource Unit, and current situation status displays prepared by the Situation Unit.

After the meeting, ICS Form 215 is used by the Logistics Section Chief to prepare the off-incident tactical and logistical resource orders, and used by the Planning Section Chief to develop Incident Action Plan assignment lists.

When: After the Unified Command and Tactics Meetings

Facilitator: Planning Section Chief

Attendees: Determined by IC/UC, generally IC/UC, Command Staff, General Staff, Air Operations Branch Director (Air Ops), the RUL, Safety Officer (SO), and Technical Specialists, as required.

Agenda:

- State incident objectives.
- Briefing of situation, critical and sensitive areas, weather/sea forecast, and resource status/availability.
- State primary and alternative strategies to meet objectives.
- Designate Branch, Division, and Group boundaries and functions as appropriate, use maps and ICS form 215.
- Specify tactics for each Division, note limitations.
- Specify resources needed by Divisions/Groups.
- Specify operations facilities and reporting locations and plot on map.
- Develop resources, support, and overhead order (orders).
- Consider support: communications, traffic, safety, medical, etc.
- Contributing organization/agency considerations regarding work plan.
- Safety considerations regarding work plan.
- Media considerations regarding work plan.
- Report on expenditures and claims.
- Finalize and approve work plan for the next operational period.

5.2.9 Incident Action Plan (IAP) Preparation

Attendees immediately prepare their assignments for the Incident Action Plan to meet the Planning Section Chief deadline for assembling the Incident Action Plan components. The deadline will be early enough to permit timely IC/UC approval and duplication of sufficient copies for the Operations Briefing and for overhead.

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

Facilitator: Planning Section Chief

5.2.10 Operations Briefing

This 30-minute, or less, meeting presents the Incident Action Plan to the oncoming shift of the response organization. After this meeting, off-going supervisors should be interviewed by their relief in order to further confirm or adjust the course of the oncoming shift's Incident Action Plan. Shifts in tactics may be made as appropriate. Similarly, a supervisor may reallocate resources to adapt to changing conditions.

When: About an hour prior to each shift change

Facilitator: Planning Section Chief

Attendees: IC/UC, Command Staff, General Staff, Branch Directors, Division/Group Supervisors, Task Force/Strike Team Leaders (if possible), Unit Leaders, others as appropriate.

Agenda:

- Review IC/UC objectives and changes to Incident Action Plan.
- Discuss current response actions and last shift's accomplishments.
- Review weather and sea conditions forecast.
- Division/Group and Air Operations assignment.
- Trajectory analysis.
- Transport, communications, and supply updates.
- Safety message.
- Incident Action Plan (IAP) approval and motivational remarks.

5.2.11 Assess Progress

Following the operation brief, all Section Chiefs will review the incident response progress and make recommendations to the IC/UC in preparation for the next Unified Command Objective Meeting for the next operational period. This feedback/information is gathered from various sources, including Field Observers, responder debriefs, stakeholders, etc.

5.3 ICS FORMS

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

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

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

- **INCIDENT ACTION PLAN**

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

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

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

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

- **INCIDENT OBJECTIVES - ICS 202**

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

- **ORGANIZATION ASSIGNMENT LIST - ICS 203**

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

- **ASSIGNMENT LIST - ICS 204**

Submits assignments at the level of Division and Groups.

- **COMMUNICATIONS PLAN - 205**

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

- **MEDICAL PLAN - ICS 206**

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

- **INCIDENT STATUS SUMMARY - ICS 209**

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

- **UNIT LOG - ICS 214**

Used to log activities for an entire unit.

- **INDIVIDUAL LOG - ICS 214a**

Used to log activities for an individual.

5.3.1 Incident Briefing ICS 201-CG

1. Incident Name	2. Prepared By: (name) Date: Time:	INCIDENT BRIEFING ICS 201-CG
3. Map/Sketch (include sketch, showing the total area of operations, the incident site/area, overflight results, trajectories, impacted shorelines, or other graphics depicting situational and response status)		
4. Current Situation:		

5.3.1 Incident Briefing ICS 201-CG, Continued

1. Incident Name	2. Prepared By: (name) Date: _____ Time: _____	INCIDENT BRIEFING ICS 201-CG
<p>6. Current Organization (fill in additional appropriate organization)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>— Safety Officer _____</p> <p>— Liaison Officer _____</p> <p>— Public Information Officer _____</p> <p>Operations Section</p> <p>Planning Section</p> <p>Logistics Section</p> <p>Finance Section</p>		

5.3.2 Incident Action Plan (IAP) Cover Sheet

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

5.3.3 Incident Objectives ICS 202-CG

1. Incident Name	2. Operational Period (Date/Time) From: To:	INCIDENT OBJECTIVES ICS 202-CG
3. Objective(s)		
4. Operational Period Command Emphasis (Safety Message, Priorities, Key Decisions/Directions)		
Approved Site Safety Plan Located at:		
5. Prepared By: (Planning Section Chief)		Date/Time:

5.3.4 Organization Assignment List ICS 203-CG

<p>1. Incident Name</p>	<p>2. Operational Period (Date/Time)</p> <p>From: _____ To: _____</p>	<p>ORGANIZATION ASSIGNMENT LIST ICS 203-CG</p>																	
<p>3. Incident Commander(s) and Staff</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Agency</td> <td style="width: 35%;">IC</td> <td style="width: 35%;">Deputy</td> </tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table> <p>Safety Officer: _____</p> <p>Information Officer: _____</p> <p>Liaison Officer: _____</p>	Agency	IC	Deputy																<p>7. OPERATION SECTION</p> <p>Chief _____</p> <p>Deputy _____</p> <p>Deputy _____</p> <p>Staging Area Manager _____</p> <p>Staging Area Manager _____</p> <p>Staging Area Manager _____</p> <p> </p> <p>a. Branch - Division Groups</p> <p>Branch Director _____</p> <p>Deputy _____</p> <p>Division Group _____</p> <p>Division Group _____</p> <p>Division Group _____</p> <p>Division Group _____</p> <p>Division Group _____</p> <p> </p> <p>b. Branch - Division Groups</p> <p>Branch Director _____</p> <p>Deputy _____</p> <p>Division Group _____</p> <p>Division Group _____</p> <p>Division Group _____</p> <p>Division Group _____</p> <p>Division Group _____</p> <p> </p> <p>c. Branch - Division Groups</p> <p>Branch Director _____</p> <p>Deputy _____</p> <p>Division Group _____</p> <p>Division Group _____</p> <p>Division Group _____</p> <p>Division Group _____</p> <p>Division Group _____</p> <p> </p> <p>d. Air Operations Branch</p> <p>Air Operations Br. Dir _____</p> <p>Helicopter Coordinator _____</p> <p> </p>
Agency	IC	Deputy																	
<p>4. Agency Representatives</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Agency</th> <th style="width: 80%;">Name</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Agency	Name											<p>5. PLANNING/INTEL SECTION</p> <p>Chief _____</p> <p>Deputy _____</p> <p>Resources Unit _____</p> <p>Situation Unit _____</p> <p>Environmental Unit _____</p> <p>Documentation Unit _____</p> <p>Demobilization Unit _____</p> <p>Technical Specialists _____</p> <p> </p> <p> </p> <p> </p>						
Agency	Name																		
<p>6. LOGISTICS SECTION</p> <p>Chief _____</p> <p>Deputy _____</p> <p>a. Support Branch</p> <p>Director _____</p> <p>Supply Unit _____</p> <p>Facilities Unit _____</p> <p>Vessel Support Unit _____</p> <p>Ground Support Unit _____</p> <p>b. Service Branch</p> <p>Director _____</p> <p>Communications Unit _____</p> <p>Medical Unit _____</p> <p>Food Unit _____</p>	<p>8. FINANCE/ADMINISTRATION SECTION</p> <p>Chief _____</p> <p>Deputy _____</p> <p>Time Unit _____</p> <p>Procurement Unit _____</p> <p>Compensation/Claims Unit _____</p> <p>Cost Unit _____</p> <p> </p>																		
<p>9. Prepared By: (Resources Unit) _____</p>		<p>Date/Time: _____</p>																	

5.3.7 Medical Plan ICS 206-CG

1. Incident Name		2. Operational Period (Date/Time) From: _____ To: _____		MEDICAL PLAN ICS 206-CG		
3. Medical Aid Stations						
Name	Location	Contact #	Paramedics On Site (Y/N)			
4. Transportation						
Ambulance Service	Address	Contact #	Paramedics On Board (Y/N)			
5. Hospitals						
Hospital Name	Address	Contact #	Travel Time		Burn Ctr?	Heli-Pad?
			Air	Ground		
6. Special Medical Emergency Procedures						
7. Prepared By (Medical Unit Leader)			Date/Time		8. Reviewed By (Safety Officer)	
MEDICAL PLAN					ICS 206-CG (Rev.07/04)	

5.3.8 Incident Status Summary ICS 209-CG

1. Incident Name		2. Operational Period (Date / Time) From: To: Time of Report		INCIDENT STATUS SUMMARY ICS 209-CG	
3. Type of Incident					
<input type="checkbox"/>	Oil Spill	<input type="checkbox"/>	HAZMAT	<input type="checkbox"/>	AMIO
<input type="checkbox"/>	SAR/Major SART	<input type="checkbox"/>	SI/Terrorism	<input type="checkbox"/>	Natural Disaster
<input type="checkbox"/>	Marine Disaster	<input type="checkbox"/>	Civil Disturbance	<input type="checkbox"/>	Military Outload
<input type="checkbox"/>	Planned Event	<input type="checkbox"/>	Maritime HLS/Prevention	<input type="checkbox"/>	
4. Situation Summary as of Time of Report:					
5. Future Outlook/Goals/Needs/Issues:					
6. Safety Status/Personnel Casualty Summary					
		Since Last Report	Adjustments To Previous Op Period	Total	
Responder Injury					
Responder Death					
Public Missing (Active Search)					
Public Missing (Presumed Lost)					
Public Injured					
Public Dead					
Total Public Involved					
7. Property Damage Summary					
Vessel				\$	
Cargo				\$	
Facility				\$	
Other				\$	
8. Attachments with clarifying information					
<input type="checkbox"/>	Oil/HAZMAT	<input type="checkbox"/>	SAR/LE	<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>	Marine Disaster	<input type="checkbox"/>	Civil Disturbance	<input type="checkbox"/>	Military Outload

5.3.8 Incidental Summary Status ICS 209-CG, Continued

9. Equipment Resources					
Kind	Notes	# Ordered	# Available	# Assigned	# Out of Service
<u>USCG Assets</u>					
Aircraft – Helo					
Vessels – USCG Cutter					
Vessels – Boat					
Vehicles – Car					
Vehicles – Truck					
Pollution Equip – VOSS/SORS					
Pollution Equip – Portable Storage					
Pollution Equip – Boom					
<u>Non-CG/Other Assets</u>					
Aircraft – Helo					
Aircraft – Fixed Wing					
Vessels – SAR/LE Boat					
Vessels – Work/Crew Boat					
Vessels – Tug/Tow Boat					
Vessels – Pilot Boat					
Vessels – Deck Barge					
Vessels –					
Vehicles – Car					
Vehicles – Ambulance					
Vehicles – Truck					
Vehicles – Fire/Rescue/HAZMAT					
Vehicles – Vac/Tank Truck					
Vehicles –					
Pollution Equip – Skimmers					
Pollution Equip – Tank Vsl/ Barge					
Pollution Equip – Portable Storage					
Pollution Equip – OSRV					
Pollution Equip – Boom					
Pollution Equip –					
10. Personnel Resources					
Agency					Total # of People
USCG					
DHS (other than USCG)					
NOAA					
FBI					
DOD (USN Supsalv, CST, etc.)					
DOI (US Fish & Wildlife, Nat Parks, BLM, etc.)					
RP					
State					
Local					
Total Personnel Resources Used From all Organizations:					
11. Prepared By				Date/Time	

5.3.8 Incidental Summary Status ICS 209-CG, Continued

1. Incident Name	2. Operational Period (Date / Time) From: _____ To: _____		Time of Report 	ICS 209-CG OIL/HAZMAT ATTACHMENT		
3. HAZMAT/Oil Spill Status (Estimated, in gallons)						
Common Name(s): _____						
UN Number:	<input type="checkbox"/> Secured		<input type="checkbox"/> Unsecured			
CAS Number:	Remaining Potential (bbl): _____					
	Rate of Spillage _____					
	Adjustments To Previous Operational Period	Since Last Report	Total			
Volume Spilled/Released						
<u>Mass Balance - HAZMAT/Oil Budget</u>						
Recovered HAZMAT/Oil						
Evaporation/Airborne						
Natural Dispersion						
Chemical Dispersion						
Burned						
Floating, Contained						
Floating, Uncontained						
Onshore						
Total HAZMAT/Oil accounted for:	N/A	N/A				
Comments: _____						
4. HAZMAT/Oil Waste Management (Estimated, Since Last Report)						
	Recovered	Disposed	Stored			
HAZMAT/Oil (bbl)						
Oil Liquids (bbl)						
Liquids (bbl)						
Oil Solids (tons)						
Solids (tons)						
Comments: _____						
5. HAZMAT/Oil Shoreline Impacts (Estimated in miles)						
Degree of Impact	Affected	Cleaned	To Be Cleaned			
Degree of Impact						
Light						
Medium						
Heavy						
Total						
Comments: _____						
6. HAZMAT/Oil Wildlife Impacts (Since Last Report)						
					Died in Facility	
Type of Wildlife	Captured	Cleaned	Released	DOA	Euthanized	Other
Birds						
Mammals						
Reptiles						
Fish						
Total						
Comments: _____						
7. Prepared by: _____				Date/Time Prepared: _____		

5.3.8 Incidental Summary Status ICS 209-CG, Continued

1. Incident Name		2. Operational Period (Date / Time) From: To: Time of Report		ICS 209-CG SAR/LE ATTACHMENT	
3. Evacuation Status					
	Since Last Report	Adjustments To Previous Operational Period	Total		
Total to be Evacuated					
Number Evacuated					
4. Migrant Interdiction Status					
	Since Last Report	Adjustments To Previous Op Period	Total		
Vessels Interdicted					
Migrants Interdicted at Sea					
Migrants Interdicted Ashore					
Injured					
MEDEVAC'd					
Deaths					
Migrants Repatriated					
5. Sorties/Patrols Summary (List of Sorties Since Last Report)					
<u>Air</u>					
			Since Last Report	Total	
Number of Sorties/Patrols					
Area Covered (square miles)					
Total Time On-Scene (In Hours)					
<u>Surface</u>					
			Since Last Report	Total	
Number of Sorties/Patrols					
Area Covered (square miles)					
Total Time On-Scene (In Hours)					
6. Use of Force Summary					
<u>Category</u>		Since Last Report	Total		
III - Soft Empty Hand Control IV					
IV - Hard Empty Hand Control					
V - Intermediate Weapons					
VI - Deadly Force					
VSL - Force to Stop Vessel from Cutter/Boat			Since Last Report	Total	
A/C - Force to Stop Vessel From Aircraft			Since Last Report	Total	
Arrests			Since Last Report	Total	
Seizures			Since Last Report	Total	
Deaths			Since Last Report	Total	
7. Operational Controls Summary					
<u>Currently in Force</u>					
Type	Initiating Unit	Initiated Date	Activity #		
<u>Removed Since Last Report</u>					
Type	Initiating Unit	Initiated Date	Activity #		
18. Prepared by:			Date/Time Prepared:		

5.4 SITE SAFETY AND HEALTH PLAN

PLAN REVIEW:		
Incident Safety Officer:		
APPROVALS:		
Incident Commander:		
Operations Officer:		
Haz Mat Division Officer:		
PLAN PREPARED:	DATE:	TIME:
Incident Location:		
Incident Number:		
HAZARDOUS SITUATION:	(Known or suspected, contaminated media, type storage container, type occupancy, obvious leaks, spills or breaches, physical damage)	
RESPONDING AGENCIES:		
Agency:	Name:	
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

5.4 SITE SAFETY AND HEALTH PLAN, CONTINUED

GENERAL SAFETY RULES AND EQUIPMENT:

1. There will be no eating, drinking, or smoking in the exclusion zone or the contamination reduction zone.
2. All personnel must pass through the contamination reduction zone to enter or exit the exclusion zone (hot zone).
3. As a minimum, Decontamination Team members must be in one (1) level of protection lower than that of the entry teams.
4. All decontamination equipment and systems must be in place before an entry can be made.
5. Entry team will consist of a minimum of two members with the same number of personnel assigned to a backup team. All entry personnel will adhere to the buddy system.
6. At the end of the incident, or directly after a possible exposure, each entry team member will take a full body shower and launder any personal clothing used at the scene.
7. All breathing air shall be certified as Grade D or better.
8. Where practical, all tools shall be of the nonsparking type.
9. Fire equipment shall be on hand when the situation warrants such support. At a minimum, fire extinguishers shall be available on scene.
10. Since incident evacuation may be necessary if an explosion, fire, or other event occurs; an individual shall be assigned to sound, alert, and notify the responsible command personnel and public officials (if required). The evacuation signal shall be four short blasts on an air horn every 30 seconds until all personnel are known to be evacuated.
11. An adequately stocked Emergency Medical Services (EMS) Unit shall be on site at all times.
12. The location and telephone number of the nearest medical facility shall be posted and known to all personnel.

GENERAL SAFETY BRIEFING:

Before any incident actions are taken, a briefing from the Command Staff will be accomplished with all personnel present. Personnel will sign a log sheet, attesting to being present at the briefing. Topics discussed should include known and suspected hazards along with the operation's goals and objectives.

5.4 SITE SAFETY AND HEALTH PLAN, CONTINUED

EMERGENCY ACTION CONDITIONS:

Code Green All conditions are normal and incident work may continue.

Code Red All or specific work activities must cease at once due to one of the following:

- Indications of emissions from the incident such as CGI readings of 25% or greater, less than 19.5% oxygen, or one Mr/Hr of ionizing radiation are present
- Current or projected meteorological data indicates that a probable impact on working conditions could occur
- If background readings obtained during cessation of activities worsen, reassessment of the findings should be confirmed; actions to lower levels of contaminant or contingencies for further incident monitoring must take place
- If this condition exists, incident personnel will immediately notify command staff

Officials making evacuation/public health decisions will address the need for a public health advisory to potentially effected areas. This is because incident control methods may or may not reduce the source of contamination or threat to the general public.

If needed, a temporary sheltering or evacuation plan should be considered until levels of contamination are reduced or contained to levels deemed safe by all responsible authorities. Confirmation of these levels will be done by generally approved monitoring methods agreed to by the authorities in charge.

Sheltering/Evacuation Plan:
Ordered By:

5.4 SITE SAFETY AND HEALTH PLAN, CONTINUED

SPECIALIZED TASK ASSIGNMENTS:				
LEVELS OF PROTECTION SELECTED:				
Initial Site Survey:	A	B	C	D
Entry Team:	A	B	C	D
Backup Team:	A	B	C	D
Decon Team:	A	B	C	D

SKETCH OR ATTACH PLOT PLAN HERE:

5.4 SITE SAFETY AND HEALTH PLAN, CONTINUED

RESPONSE SAFETY CHECK-OFF SHEET

TYPE OF RESPONSE:			
Highway	Industrial		
Railway	Marine		
Residential	Other		
Specify:			
TYPE OF SAFETY PLAN:			
Federal	State		
Local	Other		
Specify:			
SUSPECTED CHEMICALS INVOLVED:			
1.	2.		
3.	4.		
5.	6.		
7.	8.		
9.	10.		
INITIAL LEVEL OF PROTECTION: (If level D you must justify)			
A	B	C	D
INITIAL MEDICAL SCREENING COMPLETE: <input type="checkbox"/> Yes <input type="checkbox"/> No			
If no, justify:			
In the event of fire or explosion:			
In the event of potential or actual ionizing radiation exposure:			

5.4 SITE SAFETY AND HEALTH PLAN, CONTINUED

In the event of spread of contamination beyond the boundaries of the incident:
EMERGENCY SERVICES:
Emergency medical facility:
Ambulance service:
Poison Control Center:
Chemical manufacturer's representative:
EMERGENCY PROCEDURES (in the event of personnel exposure):
EMERGENCY PROCEDURES (in the event of personnel injury):
HAZARD ASSESSMENT:
Attach Hazardous Materials Safety Data Sheets (MSDS), or other reference materials, for chemicals involved to this document.
MONITORING PROCEDURES:
Monitoring the incident to identify concentration of contaminants in all media. List the instruments to be used and what areas to be monitored.
Hot Zone (Excursion Zone)
Warm Zone (Contamination Reduction Zone)
Cold Zone (Support Zone)

5.4 SITE SAFETY AND HEALTH PLAN, CONTINUED

MEDICAL MONITORING: (What procedures to be used to monitor personnel for evidence of personal exposure.)

PERSONNEL POTENTIALLY EXPOSED TO HAZARDOUS MATERIALS: (Emergency response workers who exhibit signs or symptoms of a hazardous substance exposure during an emergency incident shall be offered medical consultation.)

NAME	POSITION	DATE/TIME

DECONTAMINATION PROCEDURES:
(Contaminated personnel, surfaces, materials, instruments, other equipment.)

DECONTAMINATION SOLUTIONS USED:

DISPOSAL PROCEDURES:

Authorized By:

--

5.4 SITE SAFETY AND HEALTH PLAN, CONTINUED

POST RESPONSE:			
Level of protection used:			
A	B	C	D
Justify			
EQUIPMENT DECONTAMINATION:			
	Clothing	SCBA/Resp.	Monitoring
Disposed:			
Cleaned:			
No Action:			
Specify:			
TOTAL APPROXIMATE TIME IN HOT ZONE:		Days	Hours
DATE PREPARED:		PREPARED BY:	
Reviewed By:			
Assistance in preparing this safety plan can be obtained from Haz Mat personnel.			

5.4 SITE SAFETY AND HEALTH PLAN, CONTINUED

HEALTH AND SAFETY/RESPONSE PLAN

APPLIES TO SITE:			
DATE:			
PRODUCTS:			(ATTACH MSDS)
SITE CHARACTERIZATION			
	<input type="checkbox"/> Marine vessel	<input type="checkbox"/> Pipeline	<input type="checkbox"/> Storage facility
	<input type="checkbox"/> Truck/Rail car	<input type="checkbox"/> Other	
Water	<input type="checkbox"/> Shoreline	<input type="checkbox"/> Wetlands	<input type="checkbox"/> Other
	<input type="checkbox"/> Rocky	<input type="checkbox"/> Sandy	<input type="checkbox"/> Muddy
	<input type="checkbox"/> River	<input type="checkbox"/> Creek	<input type="checkbox"/> Canal
		<input type="checkbox"/> Bay	<input type="checkbox"/> Ocean
Land	<input type="checkbox"/> Mountains	<input type="checkbox"/> Hills	<input type="checkbox"/> Brushland
	<input type="checkbox"/> Forest	<input type="checkbox"/> Grassland	
	<input type="checkbox"/> Other		
Use	<input type="checkbox"/> Public	<input type="checkbox"/> Government	<input type="checkbox"/> Residential
	<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial	<input type="checkbox"/> Farmland
	<input type="checkbox"/> Other		
Weather	<input type="checkbox"/> Temp _____°F	<input type="checkbox"/> Wnd/Dir. _____ mph	<input type="checkbox"/> Rain
	<input type="checkbox"/> Snow	<input type="checkbox"/> Ice	<input type="checkbox"/> Other
Pathways for Dispersion	<input type="checkbox"/> Air	<input type="checkbox"/> Water	<input type="checkbox"/> Land
			<input type="checkbox"/> Other
Site Hazards			
<input type="checkbox"/> Chemical Hazards	<input type="checkbox"/> Boats		
<input type="checkbox"/> Slips, trips, falls	<input type="checkbox"/> Helicopters		
<input type="checkbox"/> Heat stress	<input type="checkbox"/> Noise		
<input type="checkbox"/> Cold stress	<input type="checkbox"/> Pumps, hoses		
<input type="checkbox"/> Weather	<input type="checkbox"/> Steam, hot water		
<input type="checkbox"/> Drowning	<input type="checkbox"/> Fire/Explosion		
<input type="checkbox"/> Heavy equipment	<input type="checkbox"/> Poor visibility		
<input type="checkbox"/> Drum handling	<input type="checkbox"/> Motor vehicles		
<input type="checkbox"/> Wildlife/plants	<input type="checkbox"/> Confined spaces (see attachment/appendix)		
<input type="checkbox"/> Hand/power tools	<input type="checkbox"/> Ionizing radiation		
<input type="checkbox"/> Lifting	<input type="checkbox"/> Other		
Air Monitoring			
<input type="checkbox"/> % LEL	<input type="checkbox"/> % O ₂	<input type="checkbox"/> PPM Benzene	<input type="checkbox"/> PPM H ₂ S
<input type="checkbox"/> Other (specify)			
<input type="checkbox"/> See attachment - Monitoring Results/Methods			
CONTROL MEASURES:			
Engineering Controls			
<input type="checkbox"/> Source of release secured	<input type="checkbox"/> Valve(s) closed	<input type="checkbox"/> Facility shut down	
<input type="checkbox"/> Site secured			
<input type="checkbox"/> Other			
Personal Protective Equipment (PPE) HAZWOPER Coordination with OSRO			
<input type="checkbox"/> PVC suits	<input type="checkbox"/> PE/TYVEK suits	<input type="checkbox"/> Respirator	
<input type="checkbox"/> Site secured	<input type="checkbox"/> PVC gloves	<input type="checkbox"/> Other	
<input type="checkbox"/> Other	<input type="checkbox"/> Hard hats	<input type="checkbox"/> Eye protection	

5.4 SITE SAFETY AND HEALTH PLAN, CONTINUED

HEALTH AND SAFETY/RESPONSE PLAN

CONTROL MEASURES (cont'd):			
Decontamination			
<input type="checkbox"/> Stations established (see site map)			
Sanitation			
<input type="checkbox"/> Facilities provided per OSHA 1910.120(n)			
Illumination			
<input type="checkbox"/> Facilities provided per OSHA 1910.120(m)			
Medical Surveillance			
<input type="checkbox"/> Facilities provided per OSHA 1910.120(f)			
WORK PLAN: (buddy system must be used.)			
<input type="checkbox"/> Booming	<input type="checkbox"/> Skimmers	<input type="checkbox"/> Vac. trucks	<input type="checkbox"/> Pumping
<input type="checkbox"/> Heavy equipment	<input type="checkbox"/> Sorbent pads	<input type="checkbox"/> Patching	<input type="checkbox"/> Hot work
<input type="checkbox"/> Appropriate permits issued			<input type="checkbox"/> Excavation
<input type="checkbox"/> Other (describe):			<input type="checkbox"/> Shoring
TRAINING (HAZWOPER training program):			
<input type="checkbox"/> Verified site workers trained per OSHA 1910.120			
ORGANIZATION (See Incident Command System chart.):			
EMERGENCY PLAN (See site map and Daily Medical Plan - ICS 206.):			
SITE SECURITY:			
<input type="checkbox"/> Pre-entry briefing			
<input type="checkbox"/> Security level	Low	Medium	High
<input type="checkbox"/> Other topics			
DATE/TIME/PLAN COMPLETED:		By:	

5.4 SITE SAFETY AND HEALTH PLAN, CONTINUED

SITE DIAGRAM



GENERAL DIAGRAM INSTRUCTIONS

1. Site Diagram should include the following (label the items drawn with corresponding letter):
 - A. Sketch with major feature locations (buildings, drainage paths, roads, etc.)
 - B. Hazardous substance location
 - C. Work zones (exclusion, contamination reduction, support)
 - D. Command center and decontamination area
 - E. Access and access restrictions
 - F. Routes of entry
 - G. Wind direction
 - H. Emergency evacuation routes
 - I. Assembly points
 - J. First aid locations
 - K. Communication system

5.5 DECONTAMINATION PLAN

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

- **Work Zones:**

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

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

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

- **Decontamination Stations:**

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

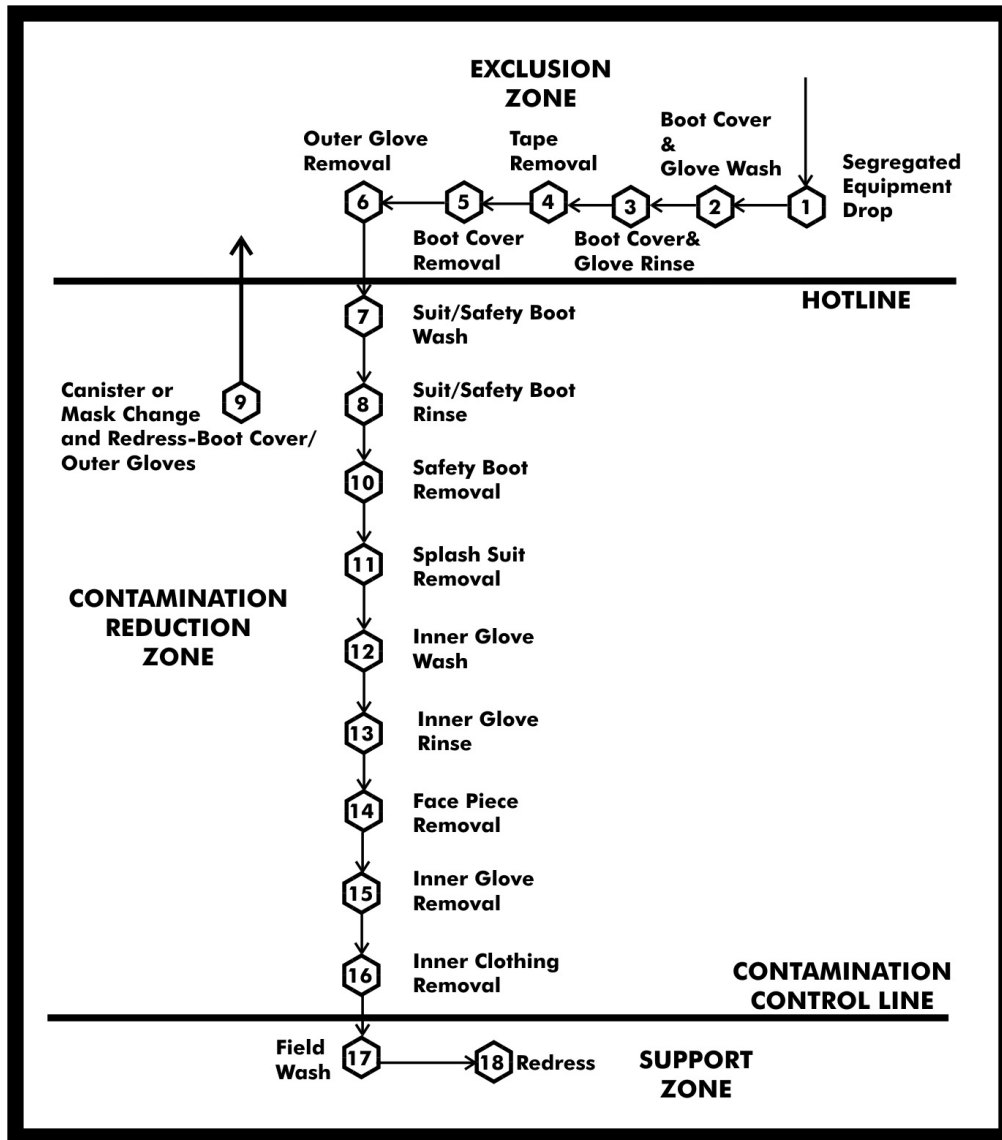
5.4 DECONTAMINATION PLAN, CONTINUED

Procedures for these stations are as follows:

MAXIMUM MEASURES FOR DECONTAMINATION		
STATION 1	Segregated equipment drop	Deposit equipment used on site (tools, sampling devices and containers, monitoring instruments, radios, clipboards, etc.) on plastic drop cloths or in different containers with plastic liners. Segregation at the drop reduces the probability of cross contamination. During hot weather operations, a cool down station may be set up within this area.
STATION 2	Boot cover and glove wash	Scrub outer boot cover and gloves with decontamination solution or detergent and water.
STATION 3	Boot cover and glove rinse	Rinse off decontamination solution from Station 2 using copious amounts of water.
STATION 4	Tape removal	Remove tape around boots and gloves and deposit in container with plastic liner.
STATION 5	Boot cover removal	Remove boot covers and deposit in containers with plastic liner.
STATION 6	Outer glove removal	Remove outer gloves and deposit in container with plastic liner.
STATION 7	Suit and boot wash	Wash splash suit, gloves, and safety boots. Scrub with long-handled scrub brush and decontamination solution.
STATION 8	Suit and boot and glove rinse	Rinse off decontamination solution using water. Repeat as many times as necessary.
STATION 9	Canister or mask change	If worker leaves exclusion zone to change canister or this is the last step in the decontamination procedure; worker's canister is exchanged, new outer gloves and boot covers are donned, joints are taped, and the worker returns to duty.
STATION 10	Safety boot removal	Remove safety boots and deposit in container with plastic liner.
STATION 11	Splash suit removal	With assistance of helper, remove splash suit. Deposit in container with plastic liner.
STATION 12	Inner glove wash	Wash inner gloves with decontamination solution.
STATION 13	Inner glove rinse	Rinse inner gloves with water.
STATION 14	Face piece removal	Remove face piece. Deposit in container with plastic liner. Avoid touching face with fingers.
STATION 15	Inner glove removal	Remove inner gloves and deposit in lined container.
STATION 16	Inner clothing removal	Remove clothing soaked with perspiration and place in lined container. Do not wear inner clothing off-site since there is a possibility that small amounts of contamination might have been transferred in removing the protective suit.
STATION 17	Field wash	Shower if highly toxic, skin-corrosive or skin-absorbable materials are known or suspected to be present. Wash hands and face if shower is not available.
STATION 18	Re-dress	Put on clean clothes.

5.4 DECONTAMINATION PLAN, CONTINUED

DECONTAMINATION PROCEDURES, MAXIMUM DECONTAMINATION LAYOUT

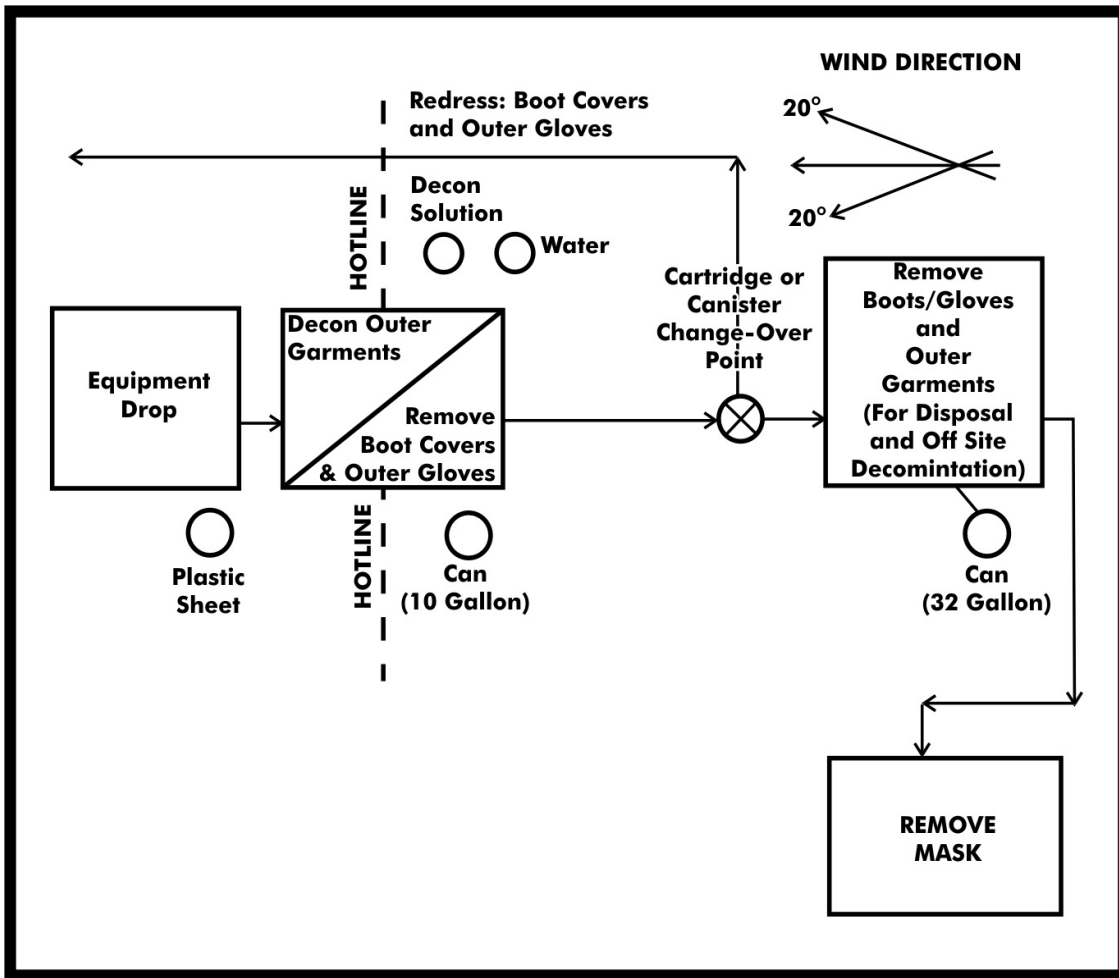


5.4 DECONTAMINATION PLAN, CONTINUED

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

5.4 DECONTAMINATION PLAN, CONTINUED

DECONTAMINATION PROCEDURES, MINIMUM DECONTAMINATION LAYOUT



5.6 DISPOSAL PLAN

Date:	Location:
Source of release:	
Amount of release:	
Incident name:	
State On-Scene Coordinator:	
Federal On-Scene Coordinator:	
Time required for temporary storage:	
Proposed storage method:	

Disposal priorities:

Sample date:	Sample ID:
Analysis required (type):	
Laboratory performing analysis:	

Disposal options:

	Available	Likely	Possible	Unlikely
Landfill:				
In situ/ bio-remediation:				
In situ burn:				
Pit burning:				
Hydrocyclone:				
Off site incineration:				
Reclaim:				
Recycle:				

Resources required for disposal options:

General information:

Generator name:	US EPA ID#:
Waste properties:	Waste name:
US EPA waste code:	State waste code:
EPA hazardous waste:	
Waste storage and transportation:	
Proposed storage method:	
Proposed transportation method:	

5.6 DISPOSAL PLAN, CONTINUED

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

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

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

5.7 INCIDENT SECURITY PLAN

INCIDENT SECURITY PLAN (Complete form for each location requiring security)			
Incident name:		Date:	
Incident location:			
Prepared by:	Position:	Date:	
Indicate type of incident facility or area:			
<input type="checkbox"/> Command post	<input type="checkbox"/> Offshore zone		
<input type="checkbox"/> Joint information center	<input type="checkbox"/> Onshore work site		
<input type="checkbox"/> Media briefing room	<input type="checkbox"/> Other:		
<input type="checkbox"/> Staging area			
Incident facility location:			
Hours security required at this location:	Daylight	Night	24 hours
Security forces at this location:			
<input type="checkbox"/> Private	<input type="checkbox"/> Local agency	<input type="checkbox"/> State agency	<input type="checkbox"/> Federal agency
Description:			
Off-site traffic control required:			
	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
If yes, describe:			
Site access controlled by:			
<input type="checkbox"/> Personnel	<input type="checkbox"/> Barricades	<input type="checkbox"/> Gates	<input type="checkbox"/> Other
Describe:			
Security forces at this location:			
<input type="checkbox"/> Check-in list	<input type="checkbox"/> Badges	<input type="checkbox"/> I.D. Card	<input type="checkbox"/> Other
Describe:			

5.7 INCIDENT SECURITY PLAN, CONTINUED

INCIDENT SECURITY PLAN, CONTINUED (Complete form for each location requiring security)	
Security forces at this location:	
<input type="checkbox"/> Personnel <input type="checkbox"/> Locked storage <input type="checkbox"/> 24 hr manned site <input type="checkbox"/> Other	
Describe:	
Describe EPA, USCG, FAA, or other agency implemented safety or security zones:	
Additional comments:	
List emergency personnel on-site:	
Site security manager:	Phone number:
Local law enforcement:	Phone number:
State law enforcement:	Phone number:
Federal law enforcement:	Phone number:
Incident security officer:	Phone number:

5.8 DEMOBILIZATION PLAN

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

Demobilization procedures:

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

SECTION 6

SENSITIVE AREAS / RESPONSE TACTICS

Last Revised: July 14, 2016

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6.1 Area Description

6.2 Spill Containment / Recovery

Figure 6.2-1 - Response Tactics for Various Shorelines

6.3 Sensitive Area Protection

Figure 6.3-1 - Sensitive Area Protection Implementation Sequence

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

6.4 Alternative Response Strategies

6.4.1 Dispersants

6.4.2 Bioremediation

6.4.3 In-Situ Burn

Figure 6.4-1 - Alternate Response Strategies Checklist

Figure 6.4-2 - Decision Guide for the Federal Bioremediation Approval Process

6.5 Wildlife Protection and Rehabilitation

6.6 Endangered and Threatened Species By State

6.7 Sensitivity Maps

6.8 Tactical Sites

6.1 AREA DESCRIPTION

Description of shoreline types and specific shoreline protection and clean-up techniques are presented in **FIGURE 6.2-1** and **FIGURE 6.3-2**. The strategies and response examples are guidelines and must be evaluated during the response to ensure that the selected response methods are appropriate for the situation.

Sensitivity maps are provided in **SECTION 6.7**.

6.2 SPILL CONTAINMENT / RECOVERY

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

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

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

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

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

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

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

6.2 SPILL CONTAINMENT / RECOVERY, CONTINUED

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

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

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

FIGURE 6.2-1 - RESPONSE TACTICS FOR VARIOUS SHORELINES

TYPES	DESCRIPTION	PREDICTED OIL IMPACT	RECOMMENDED CLEANUP ACTIVITY
Developed/ Unforested land	<ul style="list-style-type: none"> This class includes towns, cities, farms, pastures, fields, reclaimed wetlands, and other altered areas Organisms and algae may be common in riprap structures and on pilings 	<ul style="list-style-type: none"> Oil would percolate easily between the gravel and boulders of riprap structures Oil would coat the intertidal areas of solid structures Biota would be damaged or killed under heavy accumulations 	<ul style="list-style-type: none"> May require high pressure spraying: <ul style="list-style-type: none"> To remove oil To prepare substrate for recolonization of barnacle and oyster communities For aesthetic reasons
Freshwater Flat	<ul style="list-style-type: none"> Mud or organic deposits located along the shore or in shallow portions of nontidal freshwater lakes and ponds They are exposed to low wave and current energy They are often areas of heavy bird use 	<ul style="list-style-type: none"> Oil is expected to be deposited along the shoreline Penetration of spilled oil into the water-saturated sediments of the flat will not occur When sediments are contaminated, oil may persist for years 	<ul style="list-style-type: none"> These areas require high priority for protection against oil contamination Cleanup of freshwater flats is nearly impossible because of soft substrate Cleanup is usually not even considered because of the likelihood of mixing oil deeper into the sediments during the cleanup effort Passive efforts, such as sorbent boom can be used to retain oil as it is naturally removed
Fresh Marsh	<ul style="list-style-type: none"> Found along freshwater ponds and lakes These marshes have various types of vegetative cover, including floating aquatic mats, vascular submerged vegetation, needle and broad-leaved deciduous scrubs and shrubs, and broad-leaved evergreen scrubs and shrubs Birds and mammals extensively use fresh marshes for feeding and breeding purposes 	<ul style="list-style-type: none"> Small amounts of oil will contaminate the outer marsh fringe only; natural removal by wave action can occur within months Large spills will cover more area and may persist for decades Oil, particularly the heavy fuel oils, tends to adhere readily to marsh grasses 	<ul style="list-style-type: none"> Marshes require the highest priority for shoreline protection Natural recovery is recommended when: <ul style="list-style-type: none"> A small extent of marsh is affected A small amount of oil impacts the marsh fringe The preferred cleanup method is a combination of low-pressure flushing, sorption, and vacuum pumping performed from boats Any cleanup activities should be supervised closely to avoid excessive disturbances of the marsh surface or roots Oil wrack and other debris may be removed by hand
Swamp	<ul style="list-style-type: none"> Swamps are freshwater wetlands having varying water depths with vegetation types ranging from shrubs and scrubs to poorly drained forested wetlands. Major vegetative types include: scrubs, shrubs, evergreen trees, and hardwood forested woodlands Birds and mammals use swamps during feeding and breeding activities 	<ul style="list-style-type: none"> Even small amounts of spilled oil can spread through the swamp Large spills will cover more area and may persist for decades since water-flushing rates are low Oil, particularly the heavy fuel oils, will adhere to swamp vegetation Unlike mangroves, the roots of swamp forest trees are not exposed; thus, little damage to trees is expected. Any underbrush vegetation, however, would be severely impacted 	<ul style="list-style-type: none"> No cleanup recommended under light conditions Under moderate to heavy accumulations, to prevent chronic oil pollution of surrounding areas placement of sorbent along fringe swamp forest (to absorb oil as it is slowly released) may be effective under close scientific supervision Proper strategic boom placement may be highly effective in trapping large quantities of oil, thus reducing oil impact to interior swamp forests Oil trapped by boom can be reclaimed through the use of skimmers and vacuums

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

TYPES	DESCRIPTION	PREDICTED OIL IMPACT	RECOMMENDED CLEANUP ACTIVITY
Open water	<ul style="list-style-type: none"> • Have ocean like waves and currents • Weather changes effect on-water conditions • River mouths present problems • Thermal stratification occurs 	<ul style="list-style-type: none"> • Most organisms are mobile enough to move out of the spill area • Aquatic birds are vulnerable to oiling • Human usage (such as transportation, water intakes, and recreational activities) may be restricted 	<ul style="list-style-type: none"> • Booming, skimming, vacuuming, and natural recovery are the preferred cleanup methods • Should not use sorbents, containment booming, skimming, and vacuuming on gasoline spills • Cleanup options include physical herding, sorbents, and debris/vegetation removal
Large rivers	<ul style="list-style-type: none"> • May have varying salinities, meandering channels, and high flow rates • May include manmade structures (such as dams and locks) • Water levels vary seasonally • Floods generate high suspended sediment and debris loads 	<ul style="list-style-type: none"> • Fish and migratory birds are of great concern • Under flood conditions, may impact highly sensitive areas in floodplains • Human usage may be high • When sediments are contaminated, oil may persist for years 	<ul style="list-style-type: none"> • Booming, skimming, and vacuuming are the preferred cleanup methods • Should not use sorbents, containment booming, skimming, and vacuuming on gasoline spills • Cleanup options include natural recovery, physical herding, sorbents, and debris/vegetation removal
Small lakes and ponds	<ul style="list-style-type: none"> • Water surface can be choppy • Water levels can fluctuate widely • May completely freeze in winter • Bottom sediments near the shore can be soft and muddy • Surrounding area may include wet meadows and marshes 	<ul style="list-style-type: none"> • Wildlife and socioeconomic areas likely to be impacted • Wind will control the oil's distribution 	<ul style="list-style-type: none"> • Booming, skimming, vacuuming, and sorbents are the preferred cleanup methods • Should not use containment booming, vacuuming, sorbents, and skimming on gasoline spills • Cleanup options include physical herding, sorbents, and debris/vegetation removal
Small rivers and streams	<ul style="list-style-type: none"> • Wide range of water bodies - fast flowing streams to slow moving bayous with low muddy banks and fringed with vegetation • May include waterfalls, rapids, log jams, mid-channel bars, and islands • Weathering rates may be slower because spreading and evaporation are restricted 	<ul style="list-style-type: none"> • Usually contaminate both banks and the water column, exposing a large number of biota to being oiled • Water intakes for drinking water, irrigation, and industrial use likely to be impacted 	<ul style="list-style-type: none"> • Booming, skimming, vacuuming, sorbents, barriers, and berms are the preferred cleanup methods • Should not use containment booming, sorbents, vacuuming, and skimming on gasoline spills • Cleanup options include physical herding, natural recovery, debris removal, vegetation removal, and in-situ burn

6.3 SENSITIVE AREA PROTECTION

Protection refers to the implementation of techniques or methods to prevent oil from making contact with a shoreline or aquatic area that is determined to be sensitive for environmental, economic, cultural, or human use reasons. Implementation of sensitive area protection techniques must consider a number of factors, such as sensitive features, priorities for areas to be protected, and potential degree of impact.

In the event a product spill reaches a major area waterway, it may be necessary to protect downstream sensitive areas if it appears that local containment and recovery efforts will not be sufficient to control the entire spill. Major waterways and specific sensitive areas located downstream of the facility are provided in SECTION 6.7. Information on booming strategies are provided in SECTION 6.8 and in the Geographic Response Plan in APPENDIX G.

FIGURE 6.3-1 - SENSITIVE AREA PROTECTION IMPLEMENTATION SEQUENCE

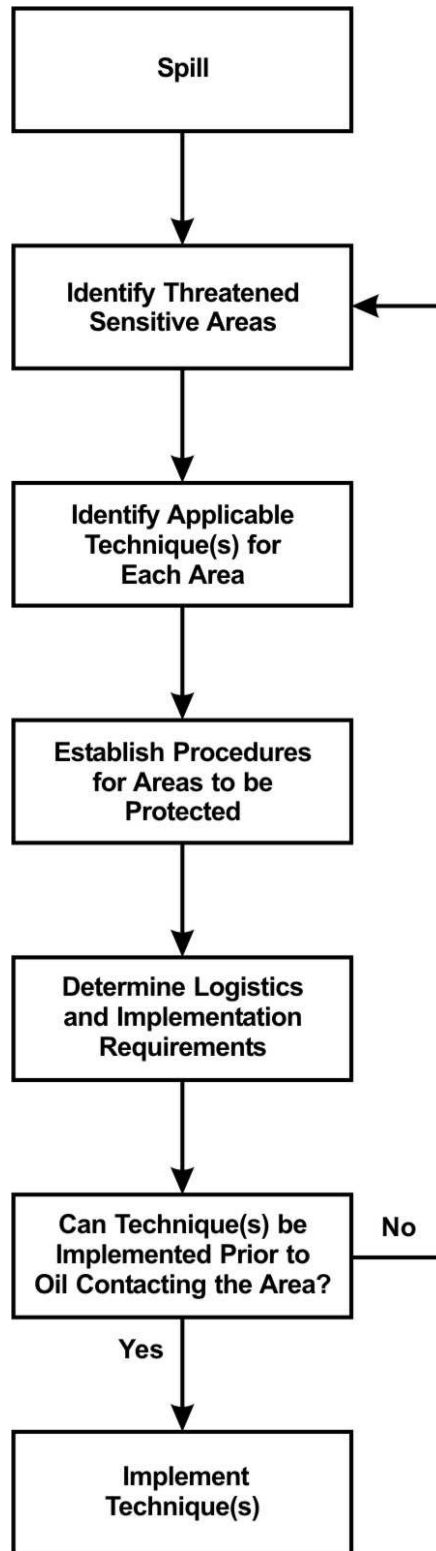


FIGURE 6.3-2 - SUMMARY OF SHORELINE AND TERRESTRIAL CLEANUP TECHNIQUES

TECHNIQUE	DESCRIPTION	RECOMMENDED EQUIPMENT	APPLICABILITY	POTENTIAL ENVIRONMENTAL EFFECTS
Removal				
1. Manual Removal	Hand tool (scrapers, wire brushes, shovels, cutting tools, wheel barrows, etc.) are used to scrape oil off surfaces or recover oiled sediments, vegetation, or debris where oil conditions are light or sporadic and/or access is limited.	<u>Equipment</u> misc. hand tools <u>Personnel</u> 10-20 workers	<ul style="list-style-type: none"> • Can be used on all habitat types • Light to moderate oiling conditions for stranded oil or heavy oils that have formed semi-solid to solid masses • In areas where roosting or birthing animals cannot or should not be disturbed 	<ul style="list-style-type: none"> • Sediment disturbance and erosion potential
2. Mechanical Removal	Mechanical earthmoving equipment is used to remove oiled sediments and debris from heavily impacted areas with suitable access.	<u>Equipment</u> motor grader, backhoe, dump truck elevating scrapers <u>Personnel</u> 2-4 workers plus equipment operators	<ul style="list-style-type: none"> • On land, wherever surface sediments are accessible to heavy equipment • Large amounts of oiled materials 	<ul style="list-style-type: none"> • Removes upper 2 to 12 inches of sediments
3. Sorbent Use	Sorbents are applied manually to oil accumulations, coatings, sheens, etc. to remove and recover the oil.	<u>Equipment</u> misc. hand tools misc. sorbents <u>Personnel</u> 2-10 workers	<ul style="list-style-type: none"> • Can be used on all habitat types • Free-floating oil close to shore or stranded on shore, secondary treatment method after gross oil removal • Sensitive areas where access is restricted 	<ul style="list-style-type: none"> • Sediment disturbance and erosion potential • Trampling of vegetation and organisms • Foot traffic can work oil deeper into soft sediments
4. Vacuum/ Pumps / Skimmers	Pumps, vacuum trucks, skimmers are used to remove oil accumulations from land or relatively thick floating layers from the water.	<u>Equipment</u> 1-2 50- to 100-bbl vacuum trucks w/ hoses 1-2 nozzle screens or skimmer heads <u>Personnel</u> 2-6 workers plus truck operators	<ul style="list-style-type: none"> • Can be used on all habitat types • Stranded oil on the substrate • Shoreline access points 	<ul style="list-style-type: none"> • Typically does not remove all oil • Can remove some surface organisms, sediments, and vegetation
Washing				
5. Flooding	High volumes of water at low pressure are used to flood the oiled area to float oil off and out of sediments and back into the water or to a containment area where it can be recovered.? Frequently used with flushing.	<u>Equipment</u> 1-5 100- to 200-gpm pumping systems 1 100-ft perforated header hose per system 1-2 200-ft containment booms per system 1 oil recovery device per system <u>Personnel</u> 6-8 workers per system	<ul style="list-style-type: none"> • All shoreline types except steep intertidal areas • Heavily oiled areas where the oil is still fluid and adheres loosely to the substrate • Where oil has penetrated into gravel sediments • Used with other washing techniques 	<ul style="list-style-type: none"> • Can impact clean downgradient areas • Can displace some surface organisms if present • Sediments transported into water can affect water quality

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

TECHNIQUE	DESCRIPTION	RECOMMENDED EQUIPMENT	APPLICABILITY	POTENTIAL ENVIRONMENTAL EFFECTS
Washing, Continued				
6. Flushing	Water streams at low to moderate pressure, and possibly elevated temperatures, are used to remove oil from surface or near-surface sediments through agitation and direct contact. Oil is flushed back into the water or a collection point for subsequent recovery. May also be used to flush out oil trapped by shoreline or aquatic vegetation.	<u>Equipment</u> 1-5 50- to 100-gpm/100-psi pumping systems with manifold 1-4 100-ft hoses and nozzles per system 1-2 200-ft containment booms per system 1 oil recovery device per system <u>Personnel</u> 8-10 workers per system	<ul style="list-style-type: none"> Substrates, riprap, and solid man-made structures Oil stranded onshore Floating oil on shallow intertidal areas 	<ul style="list-style-type: none"> Can impact clean downgradient areas Will displace many surface organisms if present Sediments transported into water can affect water quality Hot water can be lethal to many organisms Can increase oil penetration depth
7. Spot (High Pressure Washing)	High pressure water streams are used to remove oil coatings from hard surfaces in small areas where flushing is ineffective. Oil is directed back into water or collection point for subsequent recovery.	<u>Equipment</u> 1-5 1,200- to 4,000-psi units with hose and spray wand 1-2 100-ft containment booms per unit 1 oil recovery device per unit <u>Personnel</u> 2-4 workers per unit	<ul style="list-style-type: none"> Bedrock, man-made structures, and gravel substrates When low-pressure flushing is not effective Directed water jet can remove oil from hard to reach sites 	<ul style="list-style-type: none"> Will remove most organisms if present Can damage surface being cleaned Can affect clean downgradient or nearby areas
In Situ				
8. Passive Collection	Sorbent/snare booms or other sorbent materials are anchored at the waterline adjacent to heavily oiled areas to contain and recover oil as it leaches from the sediments.	<u>Equipment</u> 1,000-2,000 ft sorbent/snare boom 200-400 stakes or anchor systems <u>Personnel</u> 4-10 workers	<ul style="list-style-type: none"> All shoreline types Calm wave action Slow removal process 	<ul style="list-style-type: none"> Significant amounts of oil can remain on the shoreline for extended periods of time
9. Sediment Tilling	Mechanical equipment or hand tools are used to till lightly to moderately oiled surface sediments to maximize natural degradation processes.	<u>Equipment</u> 1 tractor fitted with tines, dicer, ripper blades, etc. or 1-4 rototillers or 1 set of hand tools <u>Personnel</u> 2-10 workers	<ul style="list-style-type: none"> Any sedimentary substrate that can support heavy equipment Sand and gravel beaches with subsurface oil Where sediment is stained or lightly oiled Where oil is stranded above normal high waterline 	<ul style="list-style-type: none"> Significant amounts of oil can remain on the shoreline for extended periods of time Disturbs surface sediments and organisms

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

TECHNIQUE	DESCRIPTION	RECOMMENDED EQUIPMENT	APPLICABILITY	POTENTIAL ENVIRONMENTAL EFFECTS
In Situ, Continued				
10. In Situ Bioremediation	Fertilizer is applied to lightly to moderately oiled areas to enhance microbial growth and subsequent biodegradation of oil.	<u>Equipment</u> 1-2 fertilizer applicators 1 tilling device if required <u>Personnel</u> 2-4 workers	<ul style="list-style-type: none"> • Any shoreline habitat type where nutrients are deficient • Moderate to heavily oiled substrates • After other techniques have been used to remove free product on lightly oiled shorelines • Where other techniques are destructive or ineffective 	<ul style="list-style-type: none"> • Significant amounts of oil can remain on the shoreline for extended periods of time • Can disturb surface sediments and organisms
11. Log/Debris Burning	Oiled logs, driftwood, vegetation, and debris are burned to minimize material handling and disposal requirements. Material should be stacked in tall piles and fans used to ensure a hot, clean burn.	<u>Equipment</u> 1 set of fire control equipment 2-4 fans 1 supply of combustion promoter <u>Personnel</u> 2-4 workers	<ul style="list-style-type: none"> • On most habitats except dry muddy substrates where heat may impact the biological productivity of the habitat • Where heavily oiled items are difficult or impossible to move • Many potential applications on ice 	<ul style="list-style-type: none"> • Heat may impact local near-surface organisms • Substantial smoke may be generated • Heat may impact adjacent vegetation
12. Natural Recovery	No action is taken and oil is allowed to degrade naturally.	None required	<ul style="list-style-type: none"> • All habitat types • When natural removal rates are fast • Degree of oiling is light • Access is severely restricted or dangerous to cleanup crews • When cleanup actions will do more harm than natural removal 	<ul style="list-style-type: none"> • Oil may persist for significant periods of time • Remobilized oil or sheens may impact other areas • Higher probability of impacting wildlife

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

TECHNIQUE	DESCRIPTION	RECOMMENDED EQUIPMENT	APPLICABILITY	POTENTIAL ENVIRONMENTAL EFFECTS
In Situ, Continued				
13. Dispersants (use of dispersants requires Federal or State approval)	Dispersants are used to reduce the oil/water interfacial tension thereby decreasing the energy needed for the slick to break into small particles and mix into the water column. Specially formulated products containing surface-active agents are sprayed from aircraft or boats onto the slick.	Dispersants Boat or aircraft	<ul style="list-style-type: none"> • Water bodies with sufficient depth and volume for mixing and dilution • When the impact of the floating oil has been determined to be greater than the impact of dispersed oil on the water-column community 	<ul style="list-style-type: none"> • Use in shallow water could affect benthic resources • May adversely impact organisms in the upper 30 feet of the water column • Some water-surface and shoreline impacts could occur
1 - Per 1000 feet of shoreline or oiled area				

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

6.4 ALTERNATIVE RESPONSE STRATEGIES

Non-mechanical methods for cleanup operations could involve the use of chemical cleaning products or appropriate bioremediation products. A checklist for evaluating different alternate strategies is present in **FIGURE 6.4-1**.

6.4.1 Dispersants

The Area Contingency Plan does not allow the use of dispersants.

6.4.2 Bioremediation

Bioremediation is the process of stimulating the growth and activity of microorganisms such as bacteria and fungi that naturally feed on hydrocarbons. It is conducted as a means of accelerating the natural biodegradation rates of stranded or floating oil. Biodegradation is a natural process by which the above microorganism, in the presence of nutrients an oxygen, chemically breakdown hydrocarbons and other substances and produce by-products including carbon dioxide, water, biomass, and partially oxidized products.

Biodegradation, together with physical processes such as evaporation and dispersion, are the primary natural mechanisms for the removal of hydrocarbons (oil spills) from the environment. This process generally occurs at a very low rate but can often be enhanced by the application of nutrients such as nitrogen, phosphorus, potassium, and others.

There are, however, instances on open seas or shorelines where standard recovery or cleanup techniques are not practical or will result in significant environmental or physical impacts. In these cases, bioremediation may be a viable response option and should be considered for use. **FIGURE 6.4-2** provides a federal decision guide for bioremediation consideration.

6.4.3 In-Situ Burn

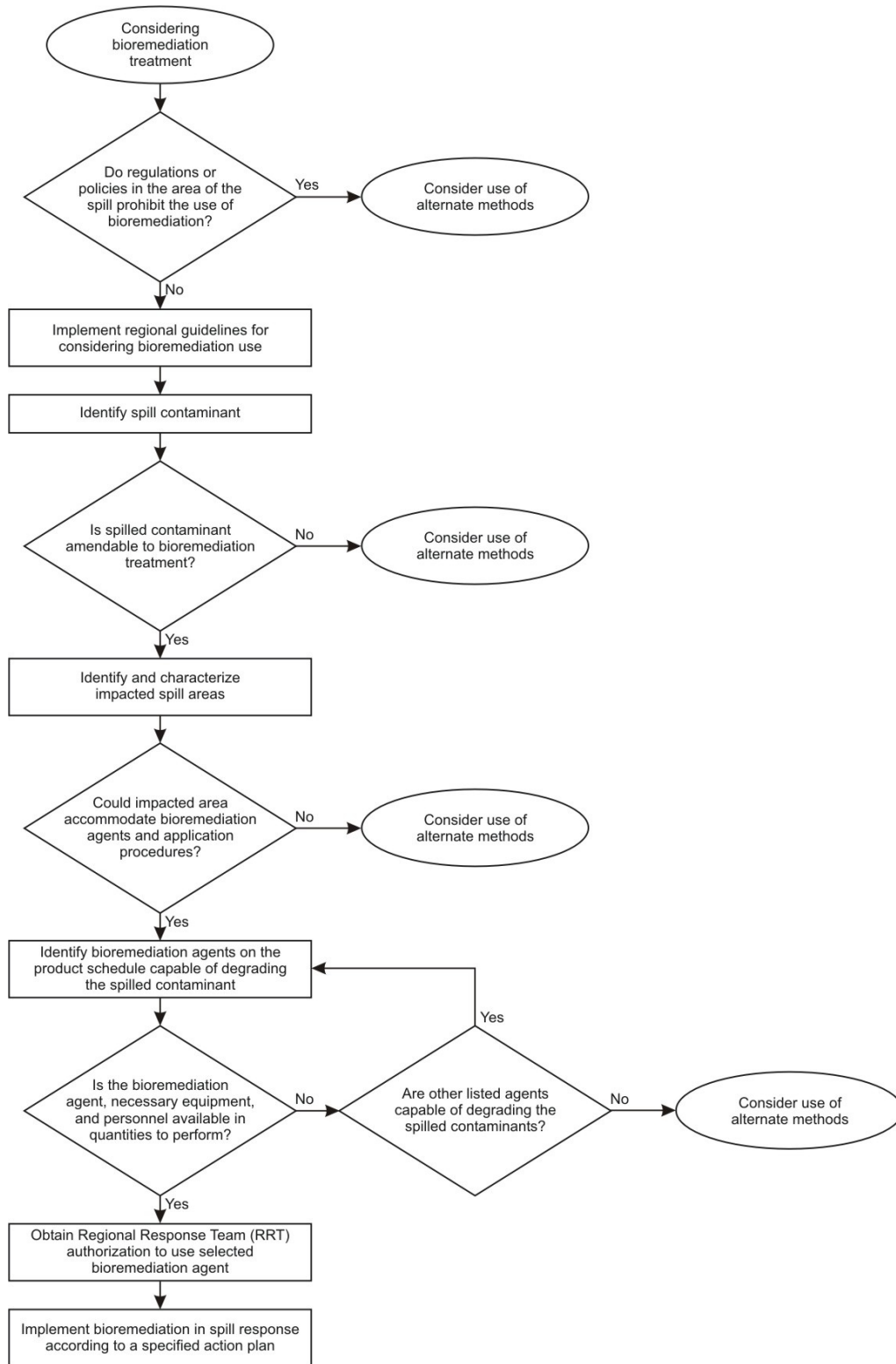
In-Situ burning has been successfully used as a viable technique for mitigating oil spills off shore and in a marsh type environment. This is especially true of areas that have mostly grassy vegetation with little or no woody vegetation. In a grassy marshland environment, an In-Situ burn may produce less long-term damage to the environment than traditional mechanical cleanup methods.

The Company will not use In-Situ Burn without the concurrence of the FOSC and the Regional Response Team (RRT).

FIGURE 6.4-1 - ALTERNATE RESPONSE STRATEGIES CHECKLIST

Figure 6.4-1 - Alternate Response Strategies Checklist	Initials	Date/Time Started	Date/Time Completed
Evaluate Alternate Strategies (oil spills only)			
No response			
In-situ burning			
Flood and flush			
Bioremediation/nutrient application			
Dispersants/surfactants			
Gelling/solidifying agents			
Sorbents			
Mechanical recovery			

FIGURE 6.4-2 - DECISION GUIDE FOR THE FEDERAL BIOREMEDIATION APPROVAL PROCESS



6.5 WILDLIFE PROTECTION AND REHABILITATION

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

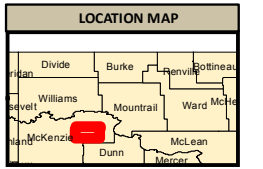
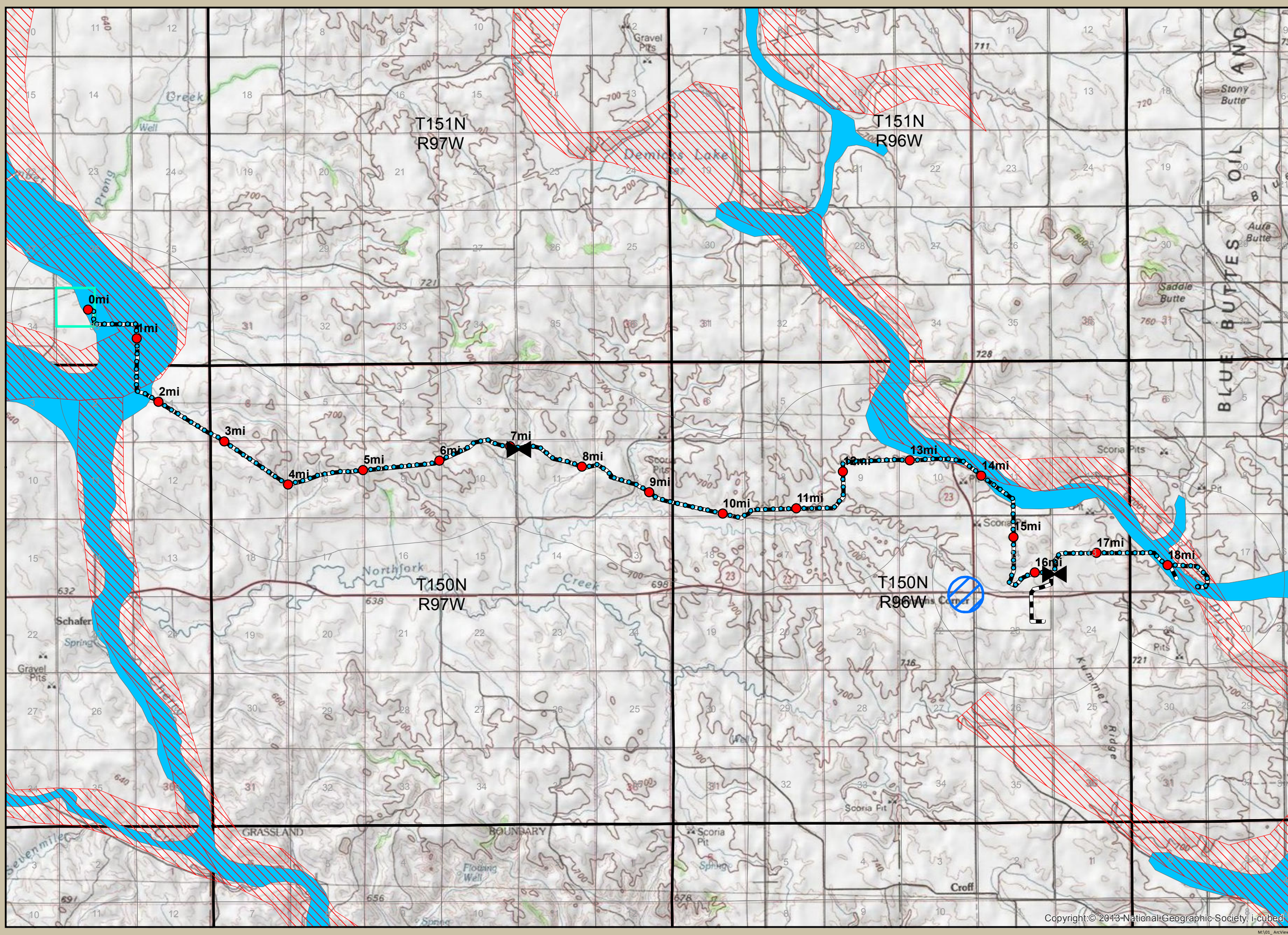
6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Black-footed Ferret	<i>Mustela nigripes</i>	Associated exclusively with prairie dog towns	Experimental	North Dakota
Dakota Skipper	<i>Hesperia Dacotae</i>	High quality tallgrass and mixed grass prairie	T	North Dakota
Gray Wolf	<i>Canis Lupus</i>	Range from mixed hardwood-coniferous forests in wilderness and sparsely settled areas, to forest and prairie landscapes dominated by agricultural and pasture lands	E	North Dakota
Interior Least Tern	<i>Sternula antillarum</i>	Sparsely vegetated sandbars or shorelines	E	North Dakota
Northern Long-eared Bat	<i>Myotis septentrionalis</i>	Hibernates in caves and mines - swarming in surrounding wooded areas in autumn. During late spring and summer roosts and forages in upland forests.	T	North Dakota
Pallid Sturgeon	<i>Scaphirynchus albus</i>	In the Missouri River and parts of the Yellowstone River, usually in fast current areas with a firm sand or gravel bottom	E	North Dakota
Piping Plover	<i>Charadrius Melodus</i>	Sandy or gravelly beaches and sandbars or alkaline wetlands	T	North Dakota
Red Knot	<i>Callidris canutus rufa</i>	In the U.S., Atlantic and bay beaches and mudflats	T	North Dakota
Spragues Pipit	<i>Anthus spragueii</i>	Pastures and weedy fields, including grasslands with dense herbaceous vegetation or grassy agricultural fields	Candidate	North Dakota
Whooping Crane	<i>Grus americana</i>	Primarily wetlands and cropland ponds	E	North Dakota

T - Threatened
E - Endangered

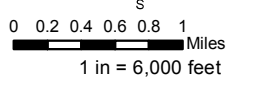
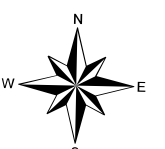
6.7 SENSITIVITY MAPS

[Click to view/print HCA Map](#)



- 1 Mile Markers (approx)
- 0.1 Mile Markers (approx)
- ▨ NDHUB NDDOH GTS AQUIFERS
- ▨ ND GIS Hub - Current (12/14/2015)
- ▨ PHMSA - High Populated Areas (none)
- ▨ PHMSA - Other Populated Areas (none)
- ▨ PHMSA USA - Ecological (none)
- ▨ PHMSA USA - Drinking Water
- ▨ Planned Processing Facility
- ▬ Pipeline Alignment - 15 March 2016
- ▭ 1-mile buffer
- ▣ Block Valve location (approx)

CONFIDENTIAL



Coordinate System: NAD 1927 UTM Zone 13N
 Projection: Transverse Mercator
 Datum: North American 1927
 False Easting: 1,640,416.6667
 False Northing: 0.0000
 Central Meridian: -105.0000
 Scale Factor: 0.9996
 Latitude Of Origin: 0.0000
 Units: Foot US

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DRAFT
Pipeline System
Sensitivity Map
 McKenzie County, ND

Interpreted by: E. Branton For: D. Copeland
 Date: 5/10/2016 Revised Date: 7/6/2016
 PDF Location: Print Size: 11x17

6.8 TACTICAL SITES

Waterway/HCA Tactical Site Information

[Click here for - Waterway/HCA Tactical Site Information](#)

SECTION 6 – Waterway/HCA Tactical Site Information			
JOHNSON'S CORNER PIPELINE SEGMENT	SEGMENT DESCRIPTION CAPABLE OF AFFECTING HCAS	HCA TYPE:	TACTICAL STEPS TAKEN TO MINIMIZE IMPACT & BASIC DESCRIPTION OF POSSIBLY AFFECTED ENVIRONMENTALLY SENSITIVE AREA
Segment 1	MP 0 to MP 3	ECO	Basic description of USA: NDHUB Surficial Aquifer and NDGIS Surficial Aquifer layers for the Tobacco Garden Creek Aquifer Tactical Response: <i>See Below</i>
Segment 2	MP 11 to MP 18	ECO	Basic description of USA: NDHUB Surficial Aquifer and NDGIS Surficial Aquifer layers for unidentified Aquifer Tactical Response: <i>See Below</i>
Segment 2	MP 14 to MP 16	DW	Basic description of USA: PHMSA identified drinking water source for local population. Tactical Response: <i>See Below</i>
HCA TYPE: DW=DRINKING WATER; ECO=ECOLOGICALLY SENSITIVE; PA=POPULATED AREA			

ENVIRONMENTALLY SENSITIVE AREAS

The locations and types of environmentally sensitive areas identified within a one (1) mile radius of the Johnson’s Corner pipeline facilities are contained in the table above and the **Pipeline System Sensitivity Map**. The High Consequence Areas (HCAs) and Unusually Sensitive Areas (USAs) that are detailed and defined in this Plan are an integral part of the Response Zone for emergency response. Due to the sensitivity of the information, the HCA information and corresponding **Pipeline System Sensitivity Map** are considered privileged and confidential. The map included here is for reference.

This information and Company Contingency Plan should be consulted in the event of an oil spill in order to determine any areas which may require special or additional protective measures. In the event of an incident the above table, Waterway/HCA Tactical Site Information, would alert responders to the USAs within the area and direct them to the **Pipeline System Sensitivity Map** for further site overview.

The Johnson’s Corner Pipeline in North Dakota traverses almost exclusively rural agricultural land. The sole exception to this is the populated area of Watford City. However, the town lies more than 5 miles south west from the closest pipeline mile post. As of this writing, there are no schools, hospitals, or major utility facilities within ½ mile of the pipeline, or in areas that could be impacted by a release along this section of the pipeline. There are no irrigation canals that could be impacted by a release within the observed one mile radius zone.

TACTICAL RESPONSE

- If a leak is detected by SCADA and verified as actual or probable:
 - Idle pump stations upstream of leak location.
 - Initiate a Close Remote Gate Valves (RGV) command to the station upstream of the suspected spill area.
 - Evaluate the necessity of shutting down the remainder of the pump stations downstream of the spill site after the RGVs are closed.

- Depending on the location of the leak and the pipe elevation profile, it may be possible in some limited conditions to reduce the amount of oil spilled by:

- Closing upstream valves.

- Holding downstream valves open.

- Continuing to operate the downstream pump station pumps until they trip offline due to low suction pressure.

- Leaving upstream valves open to attempt to backflow oil to an upstream pump station relief tank is an even more limited option because check valves prevent backflow.

Assess and Repair

- Submit Government notifications (i.e. NDIC, NDDoH, NRC if near water)

- Launch smart pigs to assess pipeline integrity and root cause of failure.

- Repair line

- Resume operation

SECTION 7

SUSTAINED RESPONSE ACTIONS

Last Revised: May 26, 2016

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7.1 Response Resources

7.1.1 Response Equipment

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

7.1.2 Response Equipment Inspection and Maintenance

7.1.3 Contractors, Contractor Equipment, and Labor

7.1.4 Command Post

Figure 7.1-2 - Command Post Checklist

7.1.5 Staging Area

7.1.6 Communications Plan

Figure 7.1-3 - Communications Checklist

7.2 Site Security Measures

Figure 7.2-1 - Site Security Checklist

7.3 Waste Management

Figure 7.3-1 - Waste Management Flow Chart

Figure 7.3-2 - General Waste Containment and Disposal Checklist

7.3.1 Storage

Figure 7.3-3 - Temporary Storage Methods

7.4 Public Affairs

Figure 7.4-1 - Incident Fact Sheet

7.1 RESPONSE RESOURCES

7.1.1 Response Equipment

BOOM					
TYPE/MODEL/YEAR	QUANTITY	SIZE	CONTAINMENT AREA (sq ft)	STORAGE LOCATION	
B510 oil only boom	14			Alexander Spill Response Trailer (Gas Plant)	
VL-PB810: oil only boom	4	8"x 10'		Powers Lake Spill Response Trailer	
BPO-500: oil only boom	7			Powers Lake Spill Response Trailer	
VL-PB810: oil only boom	14	8"x 10'		Williston Spill Response Trailer	
SORBENTS					
TYPE/YEAR	QUANTITY	ABSORPTION CAPACITY (gal)	STORAGE LOCATION	OPERATIONAL STATUS	
SPC 200 200/BL: 15"x19" pad oil only	6		Williston Spill Response Trailer	Operational	
32"x150" oil only	4		Williston Spill Response Trailer	Operational	
SS-1: Industrial sorbent (sphag sorb)	8 bags		Powers Lake Spill Response Trailer	Operational	
UP 100 universal sorbent pad	6		Alexander Spill Response Trailer (Gas Plant)	Operational	
CEP P100 oil only pads	14		Alexander Spill Response Trailer (Gas Plant)	Operational	
SS-1: Industrial sorbent (sphag sorb)	16		Alexander Spill Response Trailer (Gas Plant)	Operational	

7.1.1 Response Equipment, Continued

100 oil pad	2		Williston Spill Response Trailer	Operational	
HAND TOOLS					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
Flat head shovel	1	Williston Spill Response Trailer	Operational		
Spade shovel	1	Williston Spill Response Trailer	Operational		
Broom	2	Williston Spill Response Trailer	Operational		
Scoop shovel	2	Williston Spill Response Trailer	Operational		
Squeegee	2	Williston Spill Response Trailer	Operational		
Rake	2	Williston Spill Response Trailer	Operational		
Tool Box wrench set inside	1	Williston Spill Response Trailer	Operational		
Scoop shovel	2	Alexander Spill Response Trailer (Gas Plant)	Operational		
Floor squeegee	2	Alexander Spill Response Trailer (Gas Plant)	Operational		

7.1.1 Response Equipment, Continued

Rake	2	Alexander Spill Response Trailer (Gas Plant)	Operational		
Push broom	2	Alexander Spill Response Trailer (Gas Plant)	Operational		
Flat head shovel	1	Powers Lake Spill Response Trailer	Operational		
Spade shovel	1	Powers Lake Spill Response Trailer	Operational		
Broom	2	Powers Lake Spill Response Trailer	Operational		
Scoop shovel	2	Powers Lake Spill Response Trailer	Operational		
Squeegee	2	Powers Lake Spill Response Trailer	Operational		
Rake	2	Powers Lake Spill Response Trailer	Operational		
FIRE FIGHTING AND PERSONNEL PROTECTIVE EQUIPMENT					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
Steel toe boot covers	2	Powers Lake Spill Response Trailer	Operational		
3100: 3xL coveralls	25	Powers Lake Spill Response Trailer	Operational		

7.1.1 Response Equipment, Continued

2715243: Cleated chest waders size 10 x2 size 12	2	Powers Lake Spill Response Trailer	Operational		
Rain boots size 11	1	Powers Lake Spill Response Trailer	Operational		
Rain boots size 13	1	Powers Lake Spill Response Trailer	Operational		
Rubber gloves	6 pair	Powers Lake Spill Response Trailer	Operational		
Safety glasses	4	Powers Lake Spill Response Trailer	Operational		
Leather gloves	1 pair	Powers Lake Spill Response Trailer	Operational		
Ear Plugs	2 boxes	Williston Spill Response Trailer	Operational		
Leather gloves	8	Alexander Spill Response Trailer (Gas Plant)	Operational		
Safety glasses	6	Alexander Spill Response Trailer (Gas Plant)	Operational		
Rubber gloves	dozen	Alexander Spill Response Trailer (Gas Plant)	Operational		

7.1.1 Response Equipment, Continued

Provia FR coveralls XL	25 each	Alexander Spill Response Trailer (Gas Plant)	Operational		
Provia FR coveralls 2XL	25 each	Alexander Spill Response Trailer (Gas Plant)	Operational		
Rubber boots wader size 12	1	Alexander Spill Response Trailer (Gas Plant)	Operational		
Rubber boots wader size 10	1	Alexander Spill Response Trailer (Gas Plant)	Operational		
Rubber boots wader size 13	1	Alexander Spill Response Trailer (Gas Plant)	Operational		
Rubber boots wader size 11	1	Alexander Spill Response Trailer (Gas Plant)	Operational		
Rain boots size 11 & 10	1	Williston Spill Response Trailer	Operational		
Rubber gloves	6	Williston Spill Response Trailer	Operational		
Safety glasses	12	Williston Spill Response Trailer	Operational		
Leather gloves	12	Williston Spill Response Trailer	Operational		

7.1.1 Response Equipment, Continued

FR Rain Gear XL	3	Williston Spill Response Trailer	Operational		
#25 standard first aid kit	1	Williston Spill Response Trailer	Operational		
Chest waders size 10	2	Williston Spill Response Trailer	Operational		
OTHER					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
Chock blocks	1	Williston Spill Response Trailer	Operational		
Generator	1	Williston Spill Response Trailer	Operational		
SCBA	2	Williston Spill Response Trailer	Operational		
Caution Tape roll	1	Williston Spill Response Trailer	Operational		
Danger tape roll	1	Williston Spill Response Trailer	Operational		
072514: Enviro Clean	2	Williston Spill Response Trailer	Operational		
Spare trailer tire	1	Williston Spill Response Trailer	Operational		

7.1.1 Response Equipment, Continued

Caution ahead sign with tri	2	Williston Spill Response Trailer	Operational		
Steel gas tank	2	Williston Spill Response Trailer	Operational		
32 oz eyewash bottles		Williston Spill Response Trailer	Operational		
DPLN 50ft rope	2	Williston Spill Response Trailer	Operational		
LED Flash light	3	Williston Spill Response Trailer	Operational		
Uline contractor bags	2 rolls	Williston Spill Response Trailer	Operational		
Duct tape	4	Alexander Spill Response Trailer (Gas Plant)	Operational		
Flash light with battery	3	Alexander Spill Response Trailer (Gas Plant)	Operational		
100ft rope	4	Alexander Spill Response Trailer (Gas Plant)	Operational		
75ft rope	4	Alexander Spill Response Trailer (Gas Plant)	Operational		

7.1.1 Response Equipment, Continued

Enviro Clean	2	Alexander Spill Response Trailer (Gas Plant)	Operational		
MSA 4 gas monitor	1	Alexander Spill Response Trailer (Gas Plant)	Operational		
Cotton Gloves	3 dozen	Alexander Spill Response Trailer (Gas Plant)	Operational		
Metal 42 gallon drum	2	Alexander Spill Response Trailer (Gas Plant)	Operational		
36x60 6 mil clear 50 bags rolls	2	Alexander Spill Response Trailer (Gas Plant)	Operational		
Cool-ox spill kit	2	Powers Lake Spill Response Trailer	Operational		
072514: Enviro Clean	2	Powers Lake Spill Response Trailer	Operational		
Tool box empty	1	Alexander Spill Response Trailer (Gas Plant)	Operational		
Spare tire	11	Alexander Spill Response Trailer (Gas Plant)	Operational		
Oasis bibs	4	Alexander Spill Response Trailer (Gas Plant)	Operational		

7.1.1 Response Equipment, Continued

Oasis bib tops	4	Alexander Spill Response Trailer (Gas Plant)	Operational		
Extension Cord 100ft	4	Williston Spill Response Trailer	Operational		
Work Lamp	4	Williston Spill Response Trailer	Operational		
Tri Pod	2	Williston Spill Response Trailer	Operational		
Tables	2	Williston Spill Response Trailer	Operational		
Chairs	4	Williston Spill Response Trailer	Operational		
Batteries AA 24 box	2	Williston Spill Response Trailer	Operational		
Batteries AAA 24box	2	Williston Spill Response Trailer	Operational		
50 Gallon metal drum	2	Powers Lake Spill Response Trailer	Operational		
Floor Dry 25lb bags	10	Williston Spill Response Trailer	Operational		

7.1.1 Response Equipment, Continued

3/8-100ft black rope	4	Powers Lake Spill Response Trailer	Operational		
LED Flash light with battery	2	Powers Lake Spill Response Trailer	Operational		
Duct Tape	2	Powers Lake Spill Response Trailer	Operational		
Tool Box empty	1	Powers Lake Spill Response Trailer	Operational		
36x60 6mil clear bags	1 roll	Powers Lake Spill Response Trailer	Operational		
18"-457mm zip ties	50				
Spare trailer tire	1	Powers Lake Spill Response Trailer	Operational		

***Note:** Response equipment is tested and deployed as described in **APPENDIX A**.

Response Equipment, Continued

Response Equipment, Continued					

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

* USCG Classified OSRO for facility

COMPANY/CONTRACTOR	EQUIPMENT	RESPONSE TIME
*SWAT Consulting Inc. Office Address: Watford City ND, United States	Full response capabilities per U.S. Coast Guard Classification	1 hour(s)
SASR Office Address: Marathon Oil 3725 89th Street NW New Town, ND 58763 United States	Spill kits, spill trailers, absorbents and boom	1.5 hour(s)
Absorbent & Safety Solutions Office Address: Tioga and Alexander, ND United States	Spill kits, spill trailer, absorbents, hydrovac services, vacuum trucks, etc.	1.75 hour(s)
*Clean Harbors Environmental Services, Inc. Office Address: 2541 132nd C Ave. NW Arnegard, ND 58835 United States	Full response capabilities per U.S. Coast Guard classification	2 hour(s)

** **Note:** Incident responders will be provided personal protective equipment (PPE), determined by the Safety Officer, applicable to response conditions to ensure all responders are safe.

7.1.2 Response Equipment Inspection and Maintenance

Terminal response resources consist of safety and emergency response equipment strategically located around the Facility, as noted in **SECTION 7.1.1**.

Company response equipment is tested and inspected as noted below. The Terminal Manager is responsible for ensuring that response equipment inspection and testing procedures are implemented. Completed inspection checklists are maintained in the Facility office or on-line (e.g., on the Maximo system) and available at the Facility Office for at least five (5) years.

As applicable, inspections consist of the following:

7.1.2 Response Equipment Inspection and Maintenance
Containment boom
During semiannual boom deployment exercises, boom will be inspected for signs of structural deficiencies. If tears in fabric or rotting is observed, boom will be repaired or replaced. End connectors and anchors will be inspected for evidence of corrosion. If severe corrosion is detected, equipment will be repaired or replaced. In addition, lines and other accessories (e.g., clips, rings, etc.) will be inspected and replaced as needed.
Boat, Trailer, Launching Equipment, and appurtenances
During semiannual boom deployment exercises, boat, trailer, launching equipment (i.e., hoist), and appurtenances (e.g., lines, anchors, safety equipment) will be inspected for signs of damage or distress and to determine that the equipment is in good operational condition and ready for deployment. Observe that adequate fuel/lubricants are available and properly stored and that the engine starts well and runs smoothly. As applicable, observe that launching equipment is in good condition and functioning properly. If significant damage is detected, equipment will be repaired or replaced, as needed. In addition, appurtenances will be inspected and replaced if not in good condition.
Absorbents (Pads, Socks, Granular, etc.)
During equipment inspections, absorbents will be observed to assess that the types and quantities listed in the FRP are available, properly stored, readily accessible, and in good condition.

7.1.3 Contractors, Contractor Equipment, and Labor

- The Company's primary response contractors' names and phone numbers, as well as other companies who can provide spill response services are provided in **SECTION 3**.
- The Company has ensured by contract the availability of private personnel and equipment necessary to respond, to the maximum extent practicable, to the small discharge or the substantial threat of such discharge, as stated in **APPENDIX D.5.1**.
- The Company has ensured by contract with OSROs the availability of private personnel and equipment necessary to respond, to the maximum extent practicable, to the worst case discharge or the substantial threat of such discharge.
- **APPENDIX B** contains evidence of contracts for the Company's primary OSROs and spill response contractors.
- Annually, the Company will request the current equipment lists for their OSROs and spill response contractors.
- The Company will maintain copies of the current OSRO and spill response contractor equipment lists in the Facility's office.

7.1.4 Command Post

The Company will maintain copies of the current OSRO and spill response contractor equipment lists in the Facility's office. Refer to **FIGURE 7.1-2** for guidelines in establishing a Command Post.

FIGURE 7.1-2 - COMMAND POST CHECKLIST

Figure 7.1-2 - Command Post Checklist	Initials	Date/Time Started	Date/Time Completed
Ensure adequate space for size of staff.			
Ensure 24-hour accessibility.			
Ensure personal hygiene facilities.			
Ensure suitability of existing communications resources (phone/fax/radio).			
Ensure suitability of private conference and briefing rooms.			
Identify Command Post security requirements, safe location.			
Notify other parties of Command Post location; provide maps/driving directions.			
Determine staging areas and incident base locations.			
Identify future need to move, upgrade facilities.			

7.1.5 Staging Area

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

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

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

In addition, the staging area should:

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

7.1.6 Communications Plan

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

- Control Room: 4 hardline phones, 1 desktop computer, 1 printer w/ fax, 5 radios
- Office Building: 13 offices but only 8 will have work stations w/ hardline phones, computer monitors, docking station for laptop, keyboard, and mouse. 1 printer w/ fax capabilities.
- Personnel will be assigned personal laptops, and have a cell phones as well. There will be network fiber optic cables going to both the control center and office building.

Primary Company communications to each facility are conducted via telephone lines, cellular telephones, two way radios, e-mail, and fax machines. Communications between personnel within the Facility are conducted using the direct communications feature on the cellular telephones or via portable radios.

Secondary communications equipment (VHF portable radios with chargers and accessories, command post with UHF, VHF, single sideband, marine, aeronautical, telephone, and landline capability) may be provided by the Company or leased from an OSRO or a communications company in the area. Communications with government agencies, state police, and contractors can be conducted via portable radios and cellular or landline telephones. Refer to **FIGURE 7.1-3** for guidelines to set up communications.

IT IS THE RESPONSIBILITY OF THE QUALIFIED INDIVIDUAL TO PROVIDE AN ADEQUATE COMMUNICATIONS SYSTEM. THE COMMUNICATIONS PLAN, WRITTEN AT THE TIME OF AN INCIDENT, WILL IDENTIFY TELEPHONE NUMBERS AND RADIO FREQUENCIES USED BY RESPONDERS. THIS ALSO MAY INVOLVE ACTIVATION OF MULTIPLE TYPES OF COMMUNICATIONS EQUIPMENT AND COORDINATION AMONG MULTIPLE RESPONDING AGENCIES AND CONTRACTORS.

FIGURE 7.1-3 - COMMUNICATIONS CHECKLIST

Figure 7.1-3 - Communications Checklist	Initials	Date/Time Started	Date/Time Completed
Develop a Communications Plan.			
Ensure adequate phone lines per staff element - contact local provider.			
Ensure adequate fax lines - contact local provider.			
Evaluate need for internet access.			
Ensure recharging stations for cellular phones.			
VHF radio communications: <ul style="list-style-type: none"> • Establish frequencies. • Assign call signs. • Distribute radios. • Establish communications schedule. 			
Ensure recharging stations for VHF radios.			
Determine need for VHF repeaters.			
Ensure copy machine available.			
Ensure communications resource accountability.			
Ensure responders have capability to communicate with aircraft.			

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

7.2 SITE SECURITY MEASURES

Due to the large amount of public attention created at an oil spill site, additional security measures are required. Several measures should be planned in advance to prepare security personnel for possible events that may occur at the spill site. A checklist for site security is provided in **FIGURE 7.2-1**. A model Incident Security Plan is provided in **SECTION 5.7**.

FIGURE 7.2-1 - SITE SECURITY CHECKLIST

Figure 7.2-1 - Site Security Checklist	Initials	Date/Time Started	Date/Time Completed
Restrict access to the facility.			
Direct traffic away from the spill area.			
Request assistance from the spill area.			
Request assistance from the sheriff department to: <ul style="list-style-type: none"> • Establish road blocks where necessary to secure the area. • Divert local traffic away from the spill area. • Provide access for spill response equipment and personnel. 			
Coordinate rescue operations with the local fire department paramedics.			
Request the Federal On-Scene Coordinator ask the FAA to restrict air space over the safety zone.			
Contract for additional security personnel (as needed).			
Maintain strict control over all personnel and entering vehicular traffic.			
Position security personnel to effectively control non-response personnel.			
Barricade lesser traveled points with appropriate signs warning against entry.			
Establish check points at barricaded points to verify security effectiveness.			
Maintain a log that documents all security related incidents and observations made at the spill site.			
Establish a pass system and distribute pre-prepared security passes to all spill related personnel.			
Ensure all response equipment is safeguarded.			

7.3 WASTE MANAGEMENT

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

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

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

- Development of a Site Safety and Health Plan (**SECTION 5.4**) addressing the proper PPE and waste handling procedures.
- Development of a Disposal Plan (**SECTION 5.6**) in accordance with any federal, state, and/or local regulations. Facility-specific disposal locations for different types of materials are listed in **FIGURE 7.3-4**.
- Continuous tracking of oil disposition in order to better estimate amount of waste that could be generated over the short and long-term.
- Organization of waste collection, segregation, storage, transportation, and proper disposal.
- Minimization of risk of any additional pollution.
- Regulatory review of applicable laws to ensure compliance and (if appropriate) obtain permits.
- Documentation of all waste handling and disposal activities.
- Disposal of all waste in a safe and approved manner.

Good hazardous waste management includes:

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

7.3 WASTE MANAGEMENT, CONTINUED

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

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

- Storage
- Waste segregation
- Packaging
- Transportation

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

A general flow chart for waste management guidelines is provided in **FIGURE 7.3-1**. An overall checklist for containment and disposal is provided in **FIGURE 7.3-2**.

FIGURE 7.3-1 - WASTE MANAGEMENT FLOW CHART

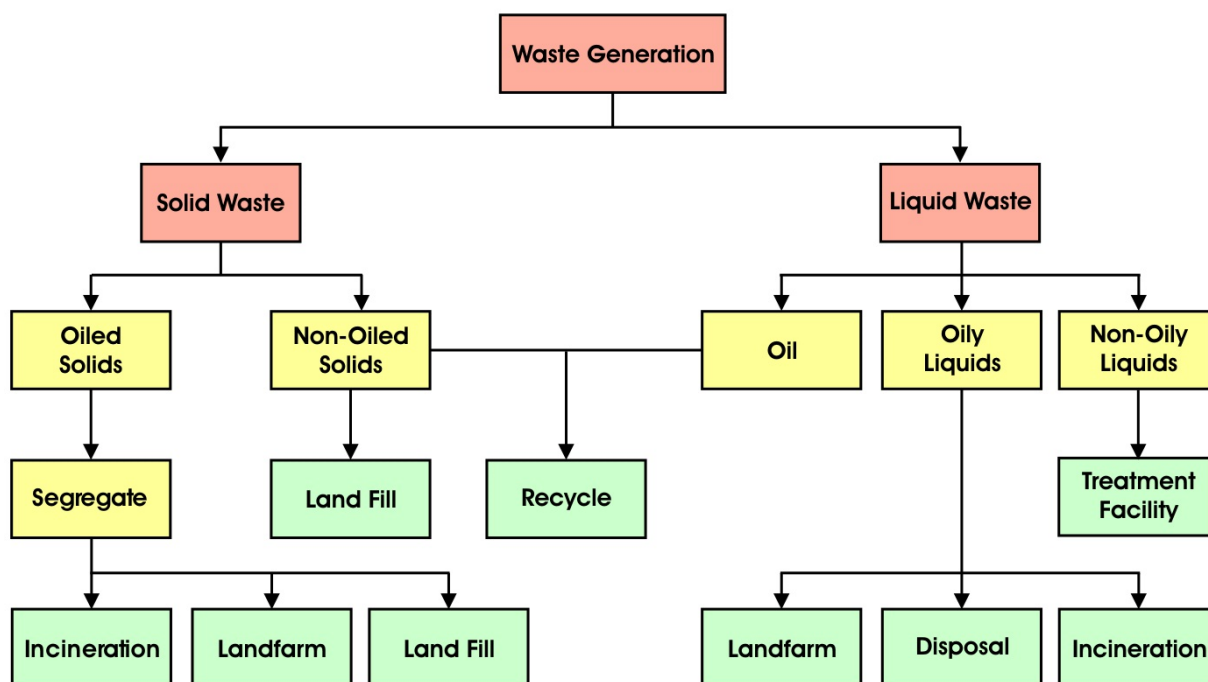


FIGURE 7.3-2 - GENERAL WASTE CONTAINMENT AND DISPOSAL CHECKLIST

Figure 7.3-2 - General Waste Containment and Disposal Checklist	Yes/No/NA
CONSIDERATION	
Is the material being recovered a waste or reusable product?	
Has all recovered waste been containerized and secured so there is no potential for further leakage while the material is being stored?	
Has each of the discrete waste streams been identified?	
Has a representative sample of each waste stream been collected?	
Has the sample been sent to an approved laboratory for the appropriate analysis, (i.e., hazardous waste determination)?	
Has the appropriate waste classification and waste code number(s) for the individual waste streams been received?	
Has a temporary EPA identification number and generator number(s) been received if they are not already registered with EPA?	
Have the services of a registered hazardous waste transporter been contracted if waste is hazardous?	
If the waste is nonhazardous, is the transporter registered?	
Is the waste being taken to an approved disposal site?	
Is the waste hazardous or Class I nonhazardous?	
If the waste is hazardous or Class I nonhazardous, is a manifest being used?	
Is the manifest properly completed?	
Are all federal, state, and local laws/regulations being followed?	
Are all necessary permits being obtained?	
Has a Disposal Plan been submitted for approval/review?	
Has PPE and waste-handling procedures been included in the Site Safety and Health Plan to protect the health and safety of waste handling personnel?	

7.3.1 Storage

All recovered material will be contained within secondary containment structures, in on-site excess storage tankage and/or temporary waste approved containers.

Typical short-term (temporary) storage methods are provided in **FIGURE 7.3-3**. Storage container labeling will meet regulatory requirements.

FIGURE 7.3-3 - TEMPORARY STORAGE METHODS

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

7.4 PUBLIC AFFAIRS

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

- Guidelines for dealing with the media
- Media Incident Fact Sheet (**FIGURE 7.4-1**)

GUIDELINES FOR DEALING WITH THE MEDIA

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

Provide	<ul style="list-style-type: none"> • A brief, general description of what happened. • Steps being taken to handle the emergency.
Don't provide	<ul style="list-style-type: none"> • Names of deceased or seriously injured employees until the next of kin have been notified, • Speculation about the cause of the emergency, • Any statement implying personal or Company negligence, • Number of injured or killed, if known, or • Cost estimates of damage.
Other considerations	<ul style="list-style-type: none"> • Safety considerations should always receive priority in determining access to Company property. • Anticipate likely questions. • There are only six questions that can be asked about any subject: who, what, when, where, why, and how. • Keep answers short and understandable. Don't use industry jargon or acronyms. • Answer only the question that is asked by the reporter. • Give the most important facts first. • Talk to the public's concern about the incident such as whether these were deaths, injuries, any threat to the public, or danger of explosion or fire. • If you don't know the answer to a question, don't be afraid to say "I don't know"; make note of the question and tell the reporter that you will try to get the answer - then do it. Don't use the phrase "No Comment". • Don't be defensive. • There is no such thing as "Talking off the record"; assume that anything and everything you say to a reporter is going to be printed and/or used in the story. • Avoid "What If?" or speculative questions; these questions should be answered with a restatement of the problem and what is being done to control it. • Don't speculate about the cause of the incident. • Don't minimize the situation.

FIGURE 7.4-1 - INCIDENT FACT SHEET

What occurred:
When (time):
Where (location):
What are hazards:
How is the situation being handled:
What agencies have been notified: All necessary agencies have been notified.
Has outside help been requested: All necessary assistance has been requested.
Is there danger to the plant:
Is there danger to the community:
What:
Is there an environmental hazard:
What is the environmental hazard:
What is being done to minimize environmental threat: All appropriate actions to protect the environment are being taken.
Is there a need for evacuation:

SECTION 8

DEMOBILIZATION / POST-INCIDENT REVIEW

Last Revised: August 2014

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8.1 Terminating the Response

8.2 Demobilization

Figure 8.2-1 - Demobilization Checklist

8.3 Post-Incident Review

Figure 8.3-1 - Standard Incident Debriefing Form

8.3.1 Final Spill Cleanup Report

8.1 TERMINATING THE RESPONSE

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

8.2 DEMOBILIZATION

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

FIGURE 8.2-1 - DEMOBILIZATION CHECKLIST

Figure 8.2-1 - Demobilization Checklist	Initials	Date/Time Started	Date/Time Completed
Assign personnel to identify surplus resources and probable release times.			
Establish demobilization priorities.			
Develop decontamination procedures.			
Initiate equipment repair and maintenance.			
Develop a Disposal Plan.			
Identify shipping needs.			
Identify personnel travel needs.			
Develop impact assessment and statements.			
Obtain concurrence of Planning and Operations Group Leaders before release of personnel or equipment.			

8.3 POST-INCIDENT REVIEW

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

FIGURE 8.3-1 - STANDARD INCIDENT DEBRIEFING FORM

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

8.3.1 Final Spill Cleanup Report

A final, comprehensive report shall be prepared by the Incident Commander or his designee after completion of spill cleanup activities for internal use. It should be written in the narrative form and include the information listed below (as appropriate): Name, address, and telephone number of the owner or operator.

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

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

Name:
Title:
Signature:
Date:

APPENDICES

A. TRAINING / EXERCISES

B. CONTRACTOR RESPONSE EQUIPMENT

C. HAZARD EVALUATION AND RISK ANALYSIS

D. CROSS-REFERENCES

E. ACRONYMS AND DEFINITIONS

F. ADDITIONAL INFORMATION

APPENDIX A

TRAINING / EXERCISES

Last Revised: July 14, 2016

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A.1 Exercise Requirements and Schedules

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

Figure A.1-2 - Exercise Requirements

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

A.2 Training Program

Figure A.2-1 - Training Requirements

Figure A.2-2 - PREP Training Program Matrix

Figure A.2-3 - Personnel Response Training Log

A.1 EXERCISE REQUIREMENTS AND SCHEDULES

- The Company participates in the National Preparedness for Response Exercise Program (PREP).
- During each triennial cycle, all components of the Plan (**FIGURE A.1-1**) must be exercised at least once.
- The Training Manager is responsible for the following aspects:
 - Scheduling,
 - Maintaining records (documentation),
 - Implementing,
 - Assignment of ICS (Incident Command System) roles,
 - Evaluation of the Company's training and exercise program, and
 - Post-drill evaluation improvements.
- **FIGURE A.1-2** provides descriptions of exercise requirements, **FIGURE A.1-3** provides a Spill/Exercise Documentation form, and **FIGURE A.1-4** provides a log for response equipment testing and deployment drill.

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

CORE COMPONENTS	DESCRIPTION
1. Notifications	Test the notifications procedures identified in the Area Contingency Plan (ACP) and the Spill Response Plan.
2. Staff mobilization	Demonstrate the ability to assemble the spill response organization identified in the ACP and the Spill Response Plan.
3. Ability to operate within the response management system described in the Plan: <ul style="list-style-type: none"> <li data-bbox="342 512 545 537">● Unified Command <li data-bbox="342 596 602 646">● Response management system 	Demonstrate the ability of the spill response organization to work within a unified command. Demonstrate the ability of the response organization to operate within the framework of the response management system identified in their respective plans.
4. Discharge control	Demonstrate the ability of the spill response organization to control and stop the discharge at the source.
5. Assessment	Demonstrate the ability of the spill response organization to provide initial assessment of the discharge and provide continuing assessments of the effectiveness of the tactical operations.
6. Containment	Demonstrate the ability of the spill response organization to contain the discharge at the source or in various locations for recovery operations.
7. Recovery	Demonstrate the ability of the spill response organization to recover the discharged product.
8. Protection	Demonstrate the ability of the spill response organization to protect the environmentally and economically sensitive areas identified in the ACP and the respective industry response plan.
9. Disposal	Demonstrate the ability of the spill response organization to dispose of the recovered material and contaminated debris.
10. Communications	Demonstrate the ability to establish an effective communications system for the spill response organization.
11. Transportation	Demonstrate the ability to establish multi-mode transportation both for execution of the discharge and support functions.
12. Personnel support	Demonstrate the ability to provide the necessary support of all personnel associated with response.
13. Equipment maintenance and support	Demonstrate the ability to maintain and support all equipment associated with the response.
14. Procurement	Demonstrate the ability to establish an effective procurement system.
15. Documentation	Demonstrate the ability of the spill response organization to document all operational and support aspects of the response and provide detailed records of decisions and actions taken.

FIGURE A.1-2 - EXERCISE REQUIREMENTS

EXERCISE TYPE	EXERCISE CHARACTERISTICS
Facility/QI notification	<ul style="list-style-type: none"> ● Conducted quarterly. ● Asset initiates mock spill notification to QI. ● Asset documents time/date of notification, name, and phone number of individual contacted. ● Use PREP Exercise Documentation Form in FIGURE A.1-3
Equipment deployment	<ul style="list-style-type: none"> ● Conducted semiannually if Company owns equipment. (e.g. boat, boom, skimmer, not absorbents) ● Response contractors listed in the plan must participate in annual deployment exercise. ● Use PREP Exercise Documentation Form in FIGURE A.1-3
Incident Management Team tabletop	<ul style="list-style-type: none"> ● Conducted annually. ● Tests team's response activities/responsibilities. ● Notify the appropriate agencies. ● Documents Plan's effectiveness. ● Must exercise worst case discharge scenario once every three years. ● Must test all Plan components at least once every three years ● Drill documentation will be filed at the asset. ● All facility table top supporting documentation will be stored on-site.
Unannounced	<ul style="list-style-type: none"> ● Company will either participate in unannounced tabletop exercise or equipment deployment exercise on an annual basis, if selected. ● Company may take credit for participation in government initiated unannounced drill in lieu of drill required by PREP guidelines, if passed. ● Plan holders who have participated in a PREP government-initiated unannounced exercise will not be required to participate in another one for at least 36 months from the date of the exercise if the Company passes the exercise.
Area	<ul style="list-style-type: none"> ● An industry plan holder that participates in an Area Exercise would not be required to participate in another Area Exercise for a minimum of six years if the Company passes the exercise.
OTHER EXERCISE CONSIDERATIONS	
Drill program evaluation procedures	<ul style="list-style-type: none"> ● Company conducts post-exercise meetings to discuss positive items, areas for improvement, and to develop action item checklist to be implemented later.
Records of drills	<ul style="list-style-type: none"> ● Company will maintain exercise records for five years following completion of each exercise. ● Records will be made available to applicable agencies upon request. ● Company will verify appropriate records are kept for each spill response contractor listed in Plan as required by PREP guidelines (annual equipment deployment drill, triennial unannounced drill, etc.).

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

Retain this form for a minimum of five years.

1. Date(s) performed:		
2. <input type="checkbox"/> Exercise <input type="checkbox"/> Actual spill		
If exercise: <input type="checkbox"/> Announced <input type="checkbox"/> Unannounced <input type="checkbox"/> Deployment <input type="checkbox"/> Notification <input type="checkbox"/> Tabletop		
If exercise, frequency: <input type="checkbox"/> Quarter <input type="checkbox"/> 1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/> 4th <input type="checkbox"/> Annual		
3. Location of exercise/spill:		
4. Time started:		
5. Description of scenario or spill including volume and content (crude oil, condensate, etc.)		
6. Describe how the following objectives were exercised:		
Team's knowledge of the Oil Spill Response Plan:		
	Yes	No
Was briefing meeting conducted	<input type="checkbox"/>	<input type="checkbox"/>
Established field Command Post	<input type="checkbox"/>	<input type="checkbox"/>
Confirmed source was stopped	<input type="checkbox"/>	<input type="checkbox"/>
Developed Site Safety and Health Plan	<input type="checkbox"/>	<input type="checkbox"/>
Prepared ICS 201	<input type="checkbox"/>	<input type="checkbox"/>
Established work zones and perimeter security	<input type="checkbox"/>	<input type="checkbox"/>
Developed short range tactical plan	<input type="checkbox"/>	<input type="checkbox"/>
Developed long range tactical plan	<input type="checkbox"/>	<input type="checkbox"/>
Proper Notifications:		
Qualified Individual (or designee)	<input type="checkbox"/>	<input type="checkbox"/>
EHS&T Department	<input type="checkbox"/>	<input type="checkbox"/>
Release/Spill Report Form completed	<input type="checkbox"/>	<input type="checkbox"/>
Notification to agencies completed (attach log)	<input type="checkbox"/>	<input type="checkbox"/>
Transportation/Communication System:		
Established primary/secondary communication system	<input type="checkbox"/>	<input type="checkbox"/>
Primary: cellular phone <input type="checkbox"/> two way radio <input type="checkbox"/> land telephone line <input type="checkbox"/>		
Secondary: cellular phone <input type="checkbox"/> two way radio <input type="checkbox"/> land telephone line <input type="checkbox"/>		
<input type="checkbox"/> Other		

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

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

A.2 TRAINING PROGRAM

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

FIGURE A.2-1 - TRAINING REQUIREMENTS

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

FIGURE A.2-2 - PREP TRAINING PROGRAM MATRIX

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

FIGURE A.2-3 - PREP TRAINING PROGRAM MATRIX, CONTINUED

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

FIGURE A.2-3 - PERSONNEL RESPONSE TRAINING LOG

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

Note: Records are maintained on-site.

APPENDIX B CONTRACTOR RESPONSE EQUIPMENT

Last Revised: July 11, 2016

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B.1 Cooperatives and Contractors

B.1.1 OSRO Classification

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

B.1 COOPERATIVES AND CONTRACTORS

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

B.1.1 OSRO Classification

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

The following is a listing of the USCG classified OSROs within this Zone that may respond to incidents at this Facility in this Plan. For a detailed listing of USCG classified OSROs and other contractors, refer to **FIGURE 3.1-5** and **FIGURE 7.1-1**.

COMPANY / CONTRACTOR / TERM	APPLICABLE COTP ZONE (S)	USCG CLASSIFICATIONS								RESPONSE TIME					
		Facilities				Vessels									
		MM	W1	W2	W3	MM	W1	W2	W3						
SWAT Consulting Inc. Office Address: Watford City ND, United States Term of contract: to	Miles City, MT	River/Canal	✓	✓	✓	✓	Inland	✓	✓	✓	✓	1 hour(s)			
		Open Ocean					Offshore								
		Nearshore					Great Lakes								
		Clean Harbors Environmental Services, Inc. Office Address: 2541 132nd C Ave. NW Arnegard, ND 58835 United States Term of contract: to	Miles City, MT	River/Canal		✓	✓	✓	Inland	✓	✓		✓	✓	2 hour(s)
				Open Ocean					Offshore						
				Nearshore					Great Lakes						

B.1.1 OSRO Classification, Continued

The following contractors are retained by the Company for waste coordination, but are not USCG classified OSROs within this Area, are as follows:

- SASR

Response Time: 1.5 hours

Office Address:

Marathon Oil 3725 89th Street NW
New Town, ND 58763 United States

- Absorbent & Safety Solutions

Response Time: 1.75 hours

Office Address:

Tioga and Alexander, ND United States

FIGURE B.1-1 provides evidence of contracts with OSROs and equipment lists for contractors without USCG classification. **FIGURE 7.1-1** provides local response contractor's summarized equipment lists and response times.

FIGURE B.1-1 - EVIDENCE OF CONTRACTS AND EQUIPMENT LISTS**Absorbent & Safety Solutions**

Tioga and Alexander, ND

- **Contract**
- **Equipment and Rates**

Clean Harbors Environmental Services, Inc.

Arnegard, ND

- **Contract**
- **Equipment / Rates**

SASR

New Town, ND

- **Equipment and callout numbers**
- **Contract**

SWAT Consulting Inc.

ND,

- **SWAT Contract**

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (this "Agreement") is made and entered into this 2nd day of November, 2015, by and between **OASIS PETROLEUM NORTH AMERICA LLC**, a Delaware limited liability company ("Company") with its principal office located at 1001 Fannin Street, Suite 1500, Houston, Texas 77002 and Absorbent & Safety Solutions a Limited Liability Corp ("Contractor"), with its principal office located at 250 International Pkwy, suite 118 Lake Mary, FL 32746 Company and Contractor are each sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Company is engaged in certain oil and gas operations and activities and from time to time desires goods and services (the "Services") in connection therewith;

WHEREAS, Contractor desires to provide Company and/or its Affiliates (as defined below) with certain Services for and in connection with Company's operations; and

WHEREAS, this Agreement will govern all Services provided by Contractor to Company.

NOW THEREFORE, in consideration of the terms and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Definitions.

In addition to terms that are defined elsewhere in this Agreement, the following terms shall have the following meaning when used in this Agreement:

a. "Affiliate" or "Affiliates" of a Party shall mean a current or future person or entity directly or indirectly controlling, controlled by, or under common control with such Party. "Control" (including the terms "controlling," "controlled by" and "under common control with") shall mean the possession directly or indirectly, through one or more intermediaries, of the following: (i) in the case of a corporation, the power or authority to vote or dispose of 50% or more of the outstanding voting securities entitled to elect directors or individuals who perform similar management functions thereof; and (ii) in the case of any other entity, the power or authority to cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

b. "Claims" shall mean all claims, losses, damages, suits, liabilities, judgments, causes of action, fines, penalties, interest and expenses (including reasonable attorneys' fees), whether in law or equity and whether in tort or otherwise.

c. "Company Group" shall mean the following entities and persons individually and collectively: Company and its Affiliates, its and their joint venturers, partners, joint owners, co-owners, co-lessees, members, managers, lessor(s), and contractors and subcontractors of every tier (excluding

Contractor and its Subcontractors) and the respective Affiliates, officers, directors, employees, agents, and representatives of all those entities.

d. "Contractor Group" shall mean the following entities and persons individually and collectively: Contractor and its Affiliates, its Subcontractors and their Affiliates, and the officers, directors, employees, agents, and representatives of all those entities.

e. "Group" shall mean, individually or collectively, Company Group or Contractor Group as the context may require, and as may be applicable.

f. "Subcontractor" shall mean any subcontractor of any tier of Contractor hired by Contractor to perform any part of the Services to be performed by Contractor hereunder.

g. "Worksite" shall mean the well site at which Services are performed or, if no Services are being performed on or in connection with a well, the site to which Contractor has been requested to deliver equipment or materials.

2. Services. It is contemplated that Company may, from time to time, request Contractor to perform certain Services for Company. This Agreement shall constitute the entire agreement with reference to the subject matter and shall govern and control all Services provided by Contractor to Company (including provision of equipment or materials). This Agreement, however, does not obligate Company to request Services from Contractor, nor does it obligate Contractor to accept such requests, but together with any mutually agreed applicable work order, it shall control and govern all Services accepted by Contractor and shall define the rights and obligations of the Parties during the term thereof. Terms and conditions contained in any acknowledgment, work order, change order, purchase order, or other document or instruction whether written or oral, that are different from or in addition to the terms and conditions of this Agreement shall not be binding on Company, whether or not they would materially alter this Agreement, and whether or not Company objects thereto, unless expressly made the subject of a written amendment to this Agreement. The terms and conditions of this Agreement shall not be altered, amended, supplemented or canceled without the Parties' prior written approval and an express written amendment. No waiver by either Party of any of the terms, provisions, or conditions of this Agreement shall be effective unless said waiver shall be in writing and signed by an authorized representative of such Party.

3. Payments.

a. General: Company shall pay Contractor the rates, expenses and prices in accordance with the provisions of the applicable work order, change order or other statement of services and payment that is agreed upon in writing between Company and Contractor; provided Contractor shall have satisfied Company that there are no liens or lienable claims on or against Company or its property by reason of the performance of the Services hereunder as further described in Section 6. Company shall pay Contractor for the Service(s) performed pursuant to this Agreement within thirty (30) days of Company's receipt from Contractor of an invoice with supporting documents in form and substance as may be required by Company. Company shall have the right to withhold or pay any disputed amounts in its sole discretion. No payment of any amount, disputed or undisputed shall act as a waiver of any rights of Company, including the right to later contest such payments and obtain reimbursement.

Notwithstanding anything to the contrary in this Agreement, Contractor must invoice Company within thirty (30) days after completion (or delivery) of the applicable Services. Company shall not be liable for any invoices that are not submitted by Contractor within ninety (90) days of the applicable Services.

b. Application of Payments: Company shall have the right (but not the duty) to withhold any monies payable by it hereunder and apply the same to the payment of any obligations of Contractor to Company or any of its Affiliates, howsoever arising.

4. Records.

a. Contractor shall maintain complete and accurate records of all costs chargeable to Company under this Agreement and shall retain records of labor, materials and service provided hereunder, and invoices and other supporting documents pertaining to the Services for a period of not less than three (3) years following the year in which the final invoice for the Services was sent to Company (“Retention Period”). Throughout the term of this Agreement, and for the Retention Period or longer if required by law, authorized Company representatives shall be afforded access to: (i) Contractor’s offices during normal business hours after reasonable notice to inspect and audit all such records of Contractor; provided, however, Company shall not have the right to examine trade secrets, proprietary information, confidential data or profit margins; and (ii) interview any of Contractor’s employees involved in providing the Services. Upon completion of any such audit, Company shall pay Contractor any compensation due hereunder as shown by the audit. Any amount by which total payment by Company to Contractor exceeds the amount due Contractor as shown by the audit shall be returned to Company.

b. Contractor shall require all of its Subcontractors, agents, and suppliers (“payees”) to comply with this Section 4 and shall include these requirements in any contractual agreement between Contractor and payees.

5. Taxes, Licenses, and Fees. Unless otherwise provided herein or required by applicable law, Contractor assumes exclusive liability for, and shall pay before delinquency, all excise and other taxes, licenses, fees, charges, or contributions of any kind now or hereafter levied, assessed, or imposed by any governmental agency or authority on, or with respect to, or measured by the Items sold or material or Services furnished incident to the performance of this Agreement including taxes, levies, fees, or withholding for the wages, salaries, or other remuneration paid to persons employed in connection with the performance of this Agreement, including social security, retirement, pension, unemployment, and compensation contributions. Contractor agrees to require the aforementioned payments and compliance with the provisions of this Section 5 from all its Subcontractors and agrees to be liable to Company for any breach of such agreement by any Subcontractor. Contractor shall issue detailed invoices to show taxable and non-taxable items. At its election, Company is authorized to deduct all sums paid by Company for such taxes and governmental charges from such amounts as may be or become due to Contractor hereunder.

6. Liens. Contractor shall promptly pay any and all amounts owed to its Subcontractors or third parties incident to Contractor’s provision of Services under this Agreement, so that no liens shall ever attach, or be permitted to attach, to Company’s property, whether real or personal. Contractor hereby indemnifies Company for any and all such claims and liens, and Company shall be entitled to

withhold final payment and satisfaction until Contractor shall furnish satisfactory evidence of the full payment of any such indebtedness. Notwithstanding anything to the contrary in this Agreement, Contractor shall retain any and all rights to collect any undisputed amounts owed Contractor by Company, including the right to file, perfect or continue a lien for Services performed by Contractor under this Agreement.

7. Independent Contractor. This Agreement does not create, and Company and Contractor stipulate and agree that this Agreement shall not be construed to create any agency relationship or employer/employee relationship by or between any of the agents and/or employees of Contractor and the agents and/or employees of Company. To the contrary, it is expressly understood that Contractor, in the performance of the Services herein contemplated, is an independent contractor for all purposes, with the authority to control, direct, manage and supervise in its sole discretion the performance and details of the Services herein provided. Company is interested only in the results obtained. Labor and materials shall comply with the specifications set forth herein or in any purchase, work or change order, or any other agreement in writing between Company and Contractor. Contractor specifically agrees that all persons employed by Contractor in performing Services covered by this Agreement, or by its Subcontractors, are not employees of Company for any purpose whatsoever. Contractor will be solely responsible for the payment of federal income tax, social security tax, worker's compensation insurance, unemployment tax and other similar payments, if any and Company will not withhold any amounts for such purposes from payments made to Contractor. As an independent contractor, neither Contractor or its Subcontractors, nor anyone employed by Contractor or its Subcontractors, will be eligible for the benefits provided to regular employees of Company, including, health and disability insurance.

8. Warranty.

a. Contractor warrants that it shall perform the Services in a good and workmanlike manner in accordance with good industry practices. Contractor further warrants that its personnel are properly trained to perform their jobs safely and efficiently. Contractor warrants that equipment sold and the Services provided shall be free of defects in material and workmanship for a period of one (1) year after the date such equipment is delivered or Services are completed irrespective of whether the equipment or Services are attributable to Contractor or any of its Subcontractors or vendors. Contractor expressly represents that it has adequate equipment, in good and safe working order, and has fully trained and experienced personnel, capable of safely and efficiently operating said equipment and performing the Services in accordance with Company's specifications and technical standards in a safe, proper, and workmanlike manner. Nothing contained herein shall be construed to exclude or limit any warranties implied by law.

b. Contractor agrees to correct, at its own cost, all defects or other deficiencies in the Services, including, costs of repair, removal, reinstallation, new material, labor and equipment, attributable to the negligence of Contractor or any of its Subcontractors or vendors or failure by Contractor to comply with any obligation expressed or implied herein ("Re-work"). In the event of any delay by Contractor to commence Re-work and such delay would cause monetary damages to Company, Company may, at its sole option, immediately proceed to perform such Re-work itself or with others pursuant to Section 8.c.

c. If Contractor fails to perform any Re-work as required by Company, Company shall be entitled to conduct such work itself or through other contractors or subcontractors and recover from Contractor the total cost to Company therefor or deduct the same from any monies due or which become

due to Contractor. If no sums or if insufficient sums are available for full set-off by Company, then Contractor, upon receipt of Company's written notice of Contractor's obligations hereunder, shall promptly remit to Company all sums due and owing pursuant to the terms of this Section 8.

d. Contractor agrees, on behalf of its Affiliates, that this Agreement shall be binding on any Affiliate if Company requests such Affiliate to perform any Services and such Affiliate agrees, and Contractor agrees to be jointly and severally liable with such Affiliate for the performance of such Services. In addition, if Contractor hires any Subcontractors, Contractor agrees that it will be responsible for proper performance of this Agreement by such Subcontractors.

9. Indemnity.

a. Contractor shall release, protect, defend, indemnify and hold Company Group harmless from and against any and all Claims arising out of any personal or bodily injury to, or illness or death of, or property loss or damage to any property of, Contractor Group without limit and without regard to the cause or causes thereof or the negligence or fault (active or passive) of any person or entity (including the sole, joint, or concurrent negligence, strict liability or other legal fault of Company Group except to the extent resulting from the gross negligence or willful misconduct of the person or entity seeking indemnity), or any defect of premises (whether or not pre-existing), arising out of, resulting from, or relating to, either directly or indirectly, the Services performed or provided by Contractor. In the event Contractor fails to defend and protect Company Group pursuant to this Agreement, then Company Group shall be entitled to defend and protect its interests and Contractor shall be liable for all reasonable attorneys' fees, costs, judgments and settlements, including attorneys' fees incurred in enforcing this Agreement.

b. Company shall release, protect, defend, indemnify and hold Contractor harmless from and against all Claims arising out of any personal or bodily injury to, or illness or death of employees of Company, or property loss or damage to any property of, Company at the Worksite, without limit and without regard to the cause thereof or the negligence or fault (active or passive) of any person or entity (including the sole, joint or concurrent negligence, strict liability, or other legal fault of Contractor or its Subcontractors except to the extent resulting from (i) the gross negligence or willful misconduct of the person or entity seeking indemnity or (ii) a breach by Contractor Group of Sections 8 or 18), or any defect of premises (whether or not pre-existing), arising out of, resulting from, or relating to, either directly or indirectly, the Services performed or provided by Contractor.

c. The indemnity obligations in this Agreement shall survive the termination of this Agreement or any request for Services.

d. Contractor or Company as the case may be shall promptly give to the other Party notice in writing of any Claim made or proceedings commenced for which Contractor or Company claims to be entitled to indemnification under this Agreement. Such notice shall state with as much detail as is reasonably practicable the facts and circumstances giving rise to the Claim and shall be given promptly after the Party seeking indemnity hereunder (referred to in this Section 9.d as the "Indemnitee") becomes aware of such Claim or proceeding. The Party against whom such indemnity is sought (referred to in this Section 9.d as the "Indemnitor") shall

confer with the Indemnitee concerning the defense of any such claim or proceedings but, subject to the remainder of this Section 9.d, the Indemnitor or its insurer shall retain control of the conduct of such defense, including the selection and management of counsel. Notwithstanding the foregoing, however, neither Party shall effect settlement of or compromise any such Claim or proceedings without having obtained the prior written consent of the other Party, but if Indemnitee does not consent to a settlement which the Indemnitor is willing to accept, then Indemnitor's liability shall be limited to the amount for which the lawsuit could have been settled. The Indemnitee may, upon written notice to the Indemnitor and at the Indemnitee's sole cost and expense, select its own counsel to participate in and be present for the defense of any such Claim or proceeding, provided such counsel shall not take any action in the course of such Claim or proceeding to prejudice the defense of such Claim or proceeding.

e. Contractor shall assume responsibility for the control and removal of, and shall protect, defend, indemnify, and hold Company Group harmless from and against any and all Claims arising from pollution or contamination: (i) which originates or emanates from spills of fuels, lubricants, motor oils, pipe dope, paint, solvents, ballast, bilge and garbage, debris or any other substances, in its possession or control or originating from Contractor Group's equipment, materials or transport; or (ii) which otherwise results from performance of the Services hereunder by Contractor and is caused by the negligence (whether sole, joint, or concurrent) of Contractor Group. Notwithstanding the foregoing, the assumptions of liability by Contractor under this Section 9.e apply only to the cost of, and liability for, control and removal of such pollution and contamination and do not apply to loss or damage to property or injuries to or death of persons caused by such pollution or contamination and shall, in no event, alter, lessen or affect the liabilities or responsibilities of Contractor specified elsewhere in this Agreement, and Contractor agrees to assume responsibility for and to protect, defend, indemnify, and hold Company Group harmless from and against any Claims resulting from pollution or contamination caused by the negligence (whether sole, joint, or concurrent) or other fault of Contractor Group.

f. Contractor and Company agree to support their mutual indemnity obligations in this Section 9 with liability insurance or self-insurance with minimum limits of Three Million U. S. Dollars (US \$3,000,000). Except as otherwise mandated by applicable law, the indemnity obligations of Contractor and Company as set out above shall be without monetary limit. Moreover, the indemnity obligations of Contractor as set out in this Section 9 are independent of any insurance requirements as set out in Section 10 and Exhibit A, and such indemnity obligations shall not be lessened or extinguished by reason of Contractor's failure to obtain the required insurance coverage or by any defenses asserted by Contractor's insurers.

10. Insurance.

a. At all times while performing Services hereunder, Contractor (and any Subcontractor) shall carry and maintain, at its sole expense, with insurers, having an A.M. Best Rating of "A- VII" or higher or alternatively shall be issued by Underwriter at Lloyds of London, the minimum insurance coverage as set forth on Exhibit A attached hereto (and by this reference made a part hereof). Contractor agrees to provide Company with certificates (in form and substance acceptable to Company) evidencing that said coverages are in force and effect. Such policies shall be endorsed to provide Company thirty (30) days written notice of any cancellation and if any of such policies are so cancelled

or the available insurance policy limits are potentially eroded below the minimum insurance requirements as a result of a significant, related or unrelated incident or claim, upon receipt of such notice of cancellation or upon the occurrence of such incident or claim, Company shall have the right to immediately terminate this Agreement.

b. All insurance policies of Contractor, whether or not required by this Agreement, shall, as respects liabilities assumed by Contractor, waive subrogation against Company Group, name Company Group as additional insured (except for Workers Compensation coverage) on a broad form basis with such additional insured coverage including coverage for the sole or concurrent negligence of the additional insured and not being restricted to (a) "ongoing operations," (b) coverage for vicarious liability, or (c) circumstances in which the named insured is partially negligent, include a cross liability clause, and be primary as respects any other coverage in favor of any member of Company Group.

11. Termination.

a. Either Party shall have the right to terminate this Agreement at any time by giving ten (10) days written notice to the other Party. Upon termination, any Services previously ordered and accepted by Contractor shall continue to be performed until completed or terminated in the sole discretion of Company. Upon termination of Services hereunder, the Parties shall not be relieved of any obligations that have accrued hereunder, and Company shall pay Contractor for all Services properly performed prior to such termination.

b. Company may terminate any request for Services at any time, in its sole discretion, without penalty. In such event, Contractor shall be paid for Services properly performed prior to such termination.

c. If Contractor shall be in default of any of the provisions of this Agreement at the time of notice of termination, Contractor shall be liable to Company for all costs incurred by Company in completing or procuring the completion of performance of the Services which are in excess of the amounts that would otherwise have been owed by Company to Contractor for proper completion of the Services.

12. Insolvency/Default.

a. If any Party hereto becomes insolvent or admits in writing its inability to pay its debts as they mature, or is adjudicated as bankrupt or insolvent; or it applies for, consents to, or acquiesces in the appointment of a trustee or receiver for such party or any property thereof, or makes a general assignment for the benefit of creditors; or, in the absence of such application, consent or acquiescence, a trustee or receiver is appointed for such party, for all or any part of its property, and is not discharged within sixty (60) days, or any bankruptcy, reorganization, debt arrangement, or other proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding instituted by or against such Party is consented to or acquiesced in by such Party (hereinafter "Insolvent Party") or remains for sixty (60) days undismitted, this Agreement shall, at the election of the other Party, terminate as to such Insolvent Party.

b. If Contractor breaches any material provision hereof and Contractor fails to commence to correct such breach within ten (10) days of written notice thereof by Company to Contractor and Contractor fails to diligently proceed to fully correct such breach, Company shall have the right (in addition to any other rights it may have hereunder or by law) to terminate this Agreement, whereupon: (i) Company shall be relieved of all further obligations hereunder except for payment to Contractor of the amounts owed for Services properly performed prior to such termination, less any damages incurred by Company as a result of such default; and (ii) Company may, at its option, complete performance of the Services in which event title to any product(s) of the Contractor's Services, whether completed or partially completed, as well as all materials, prepared, procured or set aside by Contractor for use in the Services, shall, at Company's option, vest in Company and Company may upon reasonable notice to Contractor enter Contractor's premises and remove the same therefrom. Contractor shall be liable to Company for all costs incurred by Company in completing such performance in excess of the amount that would otherwise have been owed by Company to Contractor for proper completion of the Services, whether or not Company exercises its option under this Section 12.b.

13. Applicable Law. This Agreement, and the rights of the Parties hereunder shall be construed in accordance with the laws of the State of North Dakota and all rights and remedies shall be governed by such laws without regard to principles of conflict of laws.

14. Compliance With Laws.

a. Contractor expressly guarantees that for all tools, materials, and equipment to be furnished and used, and for all Services to be performed under the terms of this Agreement and in every activity connected therewith, Contractor shall comply fully with all applicable Federal, State, and Local laws, ordinances, rules, and regulations, and shall furnish Company evidence of such compliance as Company may require at any time. Contractor shall also obtain all permits, licenses, and approvals necessary for the performance of this Agreement. If Services to be rendered under this Agreement are licensed by the State in which such Services are to be performed, Contractor must obtain and maintain the State license.

b. Contractor shall give all required notices and otherwise fully comply with all laws, statutes, regulations, ordinances, rules, standards, orders, or determinations of any Local, State, or Federal governmental authority (including related determinations, interpretations, orders, or opinions by any judicial or administrative authority) which has jurisdiction over Contractor, the Services, or the Worksite pertaining to protection or conservation of the air, land, water, human health, industrial hygiene, or other aspects of the environment, including, the following statutes, as supplemented and amended at the time Contractor starts its performance of the Services or performs a work or change order: the Clean Air Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Federal Water Pollution Control Act, the Solid Waste Disposal Act, the Resources Conservation and Recovery Act, the Safe Drinking Water Act, the Toxic Substances Control Act, the Hazardous Materials Transportation Act, the Federal Oil Pollution Act of 1990 and comparable state and local statutes and implementing rules or regulations.

15. Conspicuous and Fair Notice.

a. Both Parties agree that this statement and the indemnity provisions throughout this Agreement comply with the requirement known as the “express negligence rule,” to expressly state in a conspicuous manner to afford fair and adequate notice that this Agreement has provisions requiring one Party (the indemnitor) to be responsible for the negligence, strict liability, or other fault of another Party (the indemnitee) or any member of such Party’s Group.

b. Both Parties represent to each other: (i) that they have consulted an attorney concerning this Agreement or, if they have not consulted an attorney, that they were provided the opportunity and had the ability to so consult, but made an informed decision not to do so; and (ii) that they fully understand their rights and obligations under this Agreement.

16. **Patent Infringement.** In addition to all other indemnity provisions contained in this Agreement or in any other document entered into by the Parties in connection with this Agreement, Contractor agrees to indemnify and hold Company harmless from any and all actual or alleged Claims by reason of any patent infringement or claim of infringement of patent, copyright, or other proprietary right of a third party arising out of any Services performed by Contractor, or any of its Subcontractors hereunder, or arising out of the use, manufacture, or sale of any article, tool, equipment, method, or process (“Item”) for any purpose for which it is intended, when said Item was supplied by or used by Contractor or its Subcontractors.

17. **Access.** Prior to entry upon Company’s premises for provision of the Services, Contractor shall give reasonable notice and obtain prior approval before accessing Company’s premises.

18. **Safety.**

a. Contractor shall perform all Services in such a manner as to cause a minimum of interference with Company’s operations and shall take all steps necessary to maintain adequate protection of persons and property during Contractor’s performance hereunder. Contractor shall perform its duties in a safe manner and shall have in effect, and will enforce, a set of safety and loss prevention standards, which comply with all laws. Prior to commencement of each job, Contractor shall inspect the premises and facilities on which said Services are to be performed in order to be apprised of any and all risk incident thereto. In connection with Contractor’s performance of the Services, Contractor undertakes and agrees to act consistently with, and adhere to, Company’s EHS requirements, and any updated or amended version of Company’s EHS requirements. The Company’s EHS requirements are the minimum requirements, and are in addition to all other federal, state, county and municipal laws, rules and regulations applicable to Contractor or its Subcontractors, the Services, and any Items or personnel used in the performance of the Services. Contractor shall ensure that all Subcontractors and all of its and their personnel are made aware of Company’s EHS requirements.

b. Upon completion of the Services, Contractor shall leave the premises clean and free of all waste materials and rubbish. Contractor agrees to limit smoking and the use of heat and/or fire implements, including welding and torch cutting tools, to such locations and occasions as are specifically authorized in writing by Company.

19. **Accident Reports.** All accidents must be reported. In the event an accident involving the property, equipment, or personnel of Contractor, Company, or any third party occurs on Company’s

premises, or which arises out of, results from, or is in any way connected with the Services or Contractor's presence upon Company's premises or other activities pursuant to this Agreement, Contractor shall immediately report such accident to Company. In addition, a written report of such accident must be prepared by Contractor and delivered to Company within twenty-four (24) hours of each such accident. This report should contain factual information only and should not contain opinion, speculation, or supposition as to fault, liability, or prevention. Contractor shall also provide Company with a copy of each and every non-privileged report of each such accident, including statements or other investigative material or documents which Contractor completes or is required to submit, or does submit, to any entity other than Company, including any governmental agency or body, Contractor's insurers, or others.

20. Alcohol and Drug Abuse Policies.

a. General. Contractor acknowledges that it has been advised and agrees to advise all its employees, Subcontractors, agents, and business invitees of any Subcontractor, agent, or business invitee, of the following safety regulations or policies concerning alcoholic beverages and controlled substances:

i. Possession or consumption of alcoholic beverages and/or controlled substances is expressly prohibited at any work sites or on Company premises. Use of alcoholic beverages and/or controlled substances is cause of immediate dismissal from any work site or on Company premises;

ii. Entry onto Company premises constitutes consent to an inspection of the person (including, the taking of a urine sample) and personal effects when entering or leaving Company premises; and

iii. Any person who is found in violation of the policy, or has a positive drug test, or who refuses to permit an inspection may be removed and barred from Company premises, at the sole discretion of Company.

b. DOT Program. If any Services to be rendered under this Agreement are regulated by the U.S. Department of Transportation ("DOT"), Contractor acknowledges and agrees that at all times while performing Services under this Agreement, it (i) has and shall maintain, and shall ensure that its Subcontractors have and maintain, a drug and alcohol testing program compliant with the applicable DOT regulations and (ii) shall furnish Company evidence of such compliance as Company may require at any time. Failure by Contractor or any of its Subcontractors to have, maintain and/or comply with a required DOT compliant program shall constitute a material breach of Contractor's obligations under this Agreement. **Contractor shall release, protect, defend, indemnify and hold Company Group harmless from and against any and all Claims arising out of any violations by Contractor Group of the drug and alcohol requirements contained herein.** Upon, execution of this Agreement, any such DOT-regulated Contractor shall contemporaneously provide Company an Acknowledgment Agreement in the form of Exhibit B attached hereto (and by this reference made a part hereof) signed by a duly authorized representative of Contractor.

21. Nondiscrimination.

a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, creed, color, or national origin. Such affirmative action shall apply to, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

c. Contractor shall comply, to the extent applicable, with the following parts of the Code of Federal Regulations: Title 48:22:804 Affirmative Action Programs; 52:219-9 Small Business and Small Disadvantaged Business Subcontracting Plan; 52:220-4 Labor Surplus Area Concerns Subcontracting Program; 52:222-4 Contractor Work Hours and Safety Standards Act – Overtime Compensation; 52:222-21 Certification of Non-segregated Facilities; 52:222-26 Equal Opportunity; 42:222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans; 52:222-36 Affirmative Action for Handicapped Workers; 52:223-2 Clean Air and Water; 52:223-3 Hazardous Material Identification and Material Safety Data; and the Immigration Reform and Control Act of 1986 and all regulations thereunder.

22. Force Majeure. Neither Party shall be liable for any delay occasioned by, or caused as a result of laws, orders, ordinances, rules, or regulations of any governmental or public authorities having or asserting jurisdiction over the premises of either or both Parties, or by strikes, explosion, war, acts of God, fire, labor disputes, or other similar causes, in each case that were beyond the reasonable control of such Party when such delay could not have been overcome by the exercise of reasonable efforts by the delayed Party (each, an “Event of Force Majeure”). Any delay due to an Event of Force Majeure (other than failure to provide defense, indemnity, or insurance as required by this Agreement) shall not be deemed to be a breach of or failure to perform this Agreement, or any part hereof; provided, however, the Party hereunder that is rendered unable, wholly or in part, to carry out its obligations under this Agreement due to an Event of Force Majeure shall give notice and full particulars of the cause of said Event of Force Majeure in writing to the other Party promptly after the occurrence of the cause relied upon, and the cause of said delay so far as possible shall be remedied with all reasonable dispatch.

23. Successors and Assigns; Assignment. This Agreement shall not be assignable by Contractor, nor shall Contractor subcontract any obligations hereunder, without the prior written consent of Company. Company shall have the right to assign this Agreement to any Affiliate or co-lessee without Contractor’s consent. In addition, Company may assign this Agreement to any other entity with the prior written consent of Contractor, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement shall inure to the benefit of and be binding upon the Parties and the successors and permitted assigns of the Parties.

24. Confidentiality and Intellectual Property.

a. Any and all information, including all drawings, designs, images, specifications and technical data ("Confidential Information") furnished by Company to Contractor or Contractor's Subcontractors, agents, employees, principals, and consultants in the performance of duties under this Agreement shall be considered confidential and shall not be divulged to any person, except to Contractor's authorized representatives. Company retains all title to Company's Confidential Information and Company's Confidential Information shall be used by Contractor only in connection with the performance of the Services, and shall be returned upon completion or termination of the Services or any work order (and/or deleted if stored electronically), along with all copies, extracts, syntheses, compilations or reproductions thereof, provided copies or reproductions shall be made only with Company's prior written consent.

b. Contractor may neither quote nor supply parts made with Company's tools or materials or made to Company's patterns, drawings, specifications, or designs to any third party without Company's prior written consent. Any inventions, patents, copyrights, design rights and other intellectual property rights arising from the execution of any Services by Contractor or its Subcontractors (whether or not paid for by Contractor) are the property of Company, and Contractor must not disclose the same to any third person. Contractor must do all things and execute any documents necessary to assign such intellectual property rights to Company.

c. Contractor shall protect all Confidential Information, intellectual property rights, copyrights and other proprietary rights (including know-how) supplied by Company in connection with the Services which are in the possession of its direct or indirect suppliers, Subcontractors and/or agents, including, taking all necessary steps and actions to ensure that any such supplier, Subcontractor and/or agent complies with all confidentiality provisions herein. Furthermore, Contractor shall notify Company immediately on becoming aware of a breach or a potential breach and shall inform Company of what actions it is taking to prevent or remedy such breach or potential breach to ensure risks to Company are mitigated. Company reserves the right to take its own action against any such supplier, Subcontractor, and/or agent and to direct Contractor to take certain actions.

d. All materials, including tools, special dies and patterns, furnished or specifically paid for by the Company, shall be the property of Company, shall be returned to Company when no longer required hereunder, shall be utilized only to complete the Services, and shall be segregated and clearly identified as property of Company. Contractor assumes all risk and liability for loss or damage thereto, except for normal wear, and agrees to permit inspection and supply detailed statements of inventory upon request of Company.

25. Notices. All notices to be given with respect to this Agreement and applicable work orders hereunder shall be given to Company and Contractor at:

COMPANY:

All Notices

Oasis Petroleum North America LLC

ADDRESS: 1001 Fannin, Suite 1500, Houston, Texas 77002

ATTN: Supply Chain Manager

CONTRACTOR:

ADDRESS: 250 International Parkway, Suite 118 Lake Mary, FL 32746

PHONE: 701-300-1142

FAX:

EMAIL: chris@abs-safety.com

All notices or other communications (excluding payments by Company of invoices) that may be given hereunder shall be in writing and shall be delivered either: (a) by facsimile with sender confirmation of receipt; or (b) by U.S. mail, certified, return receipt requested, postage prepaid, and addressed as provided in this Article 25 or as otherwise provided by the receiving Party upon proper notice. Notices delivered by facsimile shall be effective immediately upon transmittal to the other Party, provided that, sender confirmation of receipt is preserved showing the date and time of transmission; and notices delivered by mail shall be effective upon their receipt or refusal by the Party to whom they are addressed.

26. Services Requested by Affiliates of Company. In the event that any Affiliate of Company requests Contractor or any of its Affiliates to perform any Services (including provision of any Items), and Contractor accepts such request, then Contractor agrees that the obligations of Contractor under this Agreement, including all protections afforded Company Group, shall apply to any such Services. In addition, Contractor agrees that such other Company Affiliate may, if it wishes, adopt this Agreement, as if this Agreement had been entered into between said other Company Affiliate and Contractor, in which event, all provisions of this Agreement shall be applicable to such Services except that (a) said Affiliate shall be substituted throughout this Agreement and the attached Exhibits as "Company"; and (b) Oasis Petroleum North America LLC shall be included in the definition of "Company Group" as an Affiliate of Company.

27. Consequential Damages. In addition to all other indemnity provisions contained in this Agreement or in any other document entered into by the Parties in connection with this Agreement, except for liquidated damages, if any, expressly agreed to by the Parties in this Agreement, each Party (as the "Releasing Party") hereby releases the other Party and its Group from any claim by the Releasing Party for punitive damages and from any claim by the Releasing Party for the Releasing Party's own indirect, incidental or consequential damages, including, facility downtime, loss of profit, loss of or inability to use property and equipment or business interruption, without regard to the cause or causes thereof or the negligence or fault (active or passive) of any person or entity (including the sole, joint, or concurrent negligence, strict liability or other legal fault of the released Party or any member of its Group (except to the extent resulting from the gross negligence or willful misconduct of the person or entity seeking release)), or any defect of premises (whether or not pre-existing), arising out of, resulting from, or relating to, either directly or indirectly, the Services or this Agreement.

28. Miscellaneous.

a. Severability. In the event one or more of the provisions contained in this Agreement shall be held, for any reason, to be invalid, void, illegal, contrary to law and/or unenforceable in any respect, this Agreement shall be deemed to be amended to partially or completely modify such provision or

portion thereof to the extent necessary to make it enforceable. If necessary, this Agreement shall be deemed to be amended to delete the unenforceable provision or portion thereof, in which event such invalidity, voidness, illegality or unenforceability shall not affect the remaining provisions hereof, and this Agreement shall remain unaffected and shall be construed as if such invalid, void, illegal or unenforceable provision never had been contained herein.

b. Entirety/Conflict. This Agreement, together with the attached Exhibits, constitutes the entire agreement of the Parties with respect to the subject matter herein and supersedes any prior or contemporaneous agreements, understandings or representations relating thereto. There are no agreements, understandings, conditions or representations, express or implied, with reference to the subject hereof that are not merged herein or superseded hereby. In the event of a conflict between this Agreement and any subsequent writing between the Parties, including any purchase order, requisition, or other agreement, this Agreement shall control except as respects a specific amendment to this Agreement meeting the requirements of Section 2. In the event of a conflict between the provisions of this Agreement and one of the attached Exhibits or any work request, the provisions of this Agreement shall control.

c. No Partnership. No partnership, commercial partnership or joint venture is intended or shall result or be construed to exist as a result of execution or performance of any of the obligations or exercise or any rights or remedies by the Parties of or pursuant to this Agreement, and no act by either Party, or the officers, agents or employees of either Party, shall create such a relationship, nor shall any of the provisions hereof be construed or implied as creating such relationship for any purpose whatsoever. Neither shall the employees, agents or contractors of one Party hereto in any way be the agents, servants, employees or contractors of any other Party for any purpose whatsoever.

d. Third Party Beneficiary. Except as set forth in Sections 9 and 10 and any other provision in this Agreement extending a benefit to one or the other Party's Group, nothing in this Agreement shall be construed to give any rights or benefits in the Agreement to anyone other than Company and Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Company and Contractor and not for the benefit of any other person.

e. Waiver. Company's right to require strict performance of Contractor's obligations shall not be affected in any way by any previous waiver, forbearance, or course of dealing. Any waiver in one instance shall not be effective in any other instances.

f. Headings; References. Any headings or numbering of sections or paragraphs of this Agreement are for convenience only and all terms and conditions of this Agreement are intended to take precedence over any such heading or numbering. All references to Sections refer to Sections in this Agreement, and all references to Exhibits refer to Exhibits made a part of this Agreement. When the term "herein," "hereof" or words of similar import are used in this Agreement, reference is made to the entire Agreement and not to any particular Section or subparagraph of a Section. The word "including" shall mean including without limitation.

g. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original once Company and Contractor have executed a counterpart of this Agreement, and all of which taken together shall constitute one and the same agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement, in duplicate, as of the day and year first above written.

("Contractor")



Printed Name: Chris Rodgers

Title: VP

Contractor's License No.: _____

Expiration Date: _____

**No redlines -
MPTB
11/18/15*

OASIS PETROLEUM NORTH AMERICA LLC
("Company")



Printed Name: JASON SWAREN

Title: VP OPERATIONS

EXHIBIT A

MINIMUM INSURANCE REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS

All capitalized terms used but not otherwise defined in this Exhibit A shall have the meaning ascribed to such terms in that certain Master Service Agreement (the "Agreement") to which this Exhibit A is attached (and by reference made a part thereof).

The minimum insurance coverage to be maintained by Contractor pursuant to the Agreement shall include:

1. Workers Compensation and Employers Liability Insurance:

a. Coverage A – Workers Compensation with a minimum limit of the statutory limits in accordance with the laws of the States in which operations are covered under the Agreement and statutory workers compensation coverage.

Coverage B – Employers Liability Insurance with a minimum limit of

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

2. Commercial General Liability Insurance (ISO Occurrence Form CG00011207) or the Equivalent:

With a minimum limit of liability of \$1,000,000 per occurrence–\$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate, including the following coverages:

- a. Products-Completed Operations Hazard Coverage;
- b. Contractual Liability specifically insuring any Services performed by Contractor for Company and including coverage for the sole negligence of Company Group
- c. Coverage for explosion, collapse and underground hazards for Services performed by Contractor involving equipment or materials of a volatile, incendiary or explosive nature or involving excavation, drilling or subsurface activity;
- d. Independent Contractor's Contingent coverage;
- e. Personal Injury Liability;
- f. Premises Liability;
- g. Policy territory adequate to cover the Worksite under the Agreement;
- h. Seepage and Pollution Liability, including, cleanup on a sudden and accidental basis with no less than 7 days for discovery and 30 days for incident reporting (Pollution liability may be provided under a separate pollution liability); and
- i. Endorsement providing that a claim "in rem" against any vessel or real or personal property shall be treated as a claim against Contractor.

3. Automobile Liability Insurance:

With a minimum limit of liability of \$1,000,000, combined single limit for any one accident or loss, including:

- a. Coverage for: owned, non-owned, and hired automobiles;
- b. Coverage for sudden and accidental pollution with the use of the "Pollution Liability – Broadened Coverage for Covered Autos – Business Auto, Motor Carrier and Truckers Coverage Forms (CA 99 48)" for automobiles transporting pollutants as defined in the Business Auto, Motor Carrier and Trucker coverage forms; and
- c. Contractual liability.

4. Umbrella (or Excess Liability) Insurance:

Providing coverage excess of insurance requirements set forth in numbered paragraphs 1, 2 and 3 of this Exhibit A (except for statutory Workers Compensation coverage), with a minimum limit of liability of \$2,000,000 per occurrence and a policy aggregate of \$5,000,000, with following form coverage or coverages at least as broad as underlying. Umbrella (or Excess Liability) policies may have a self-insured retention no greater than \$10,000.

Maintenance of said umbrella or excess liability insurance limit shall be a condition precedent to the payment to Contractor of the compensation for the Services herein provided.

5. Property Insurance: on an all risk form (including transit) covering Contractor's machinery and equipment for its replacement cost value and including removal of wreck and debris coverage.

No deductible amount above \$10,000 shall be used by Contractor to meet these minimum insurance requirements without the express prior written approval of Company. The insurance to be carried and the minimum amounts as set forth herein shall in no way be construed to limit Contractor's obligation pursuant to the Agreement. No "Self Insured Retentions" or "Self Insurance" are permitted on Workers Compensation/Employers Liability and Commercial General Liability policies. Any deductible amounts or self-insured retention are the sole responsibility of the Contractor.

All insurance policies of Contractor, whether or not required by the Agreement, shall, as respects liabilities assumed by Contractor, waive subrogation against Company Group, name Company Group as additional insured (except for Workers Compensation coverage) with such additional insured coverage including coverage for the sole or concurrent negligence of the additional insured and not being restricted to (a) "ongoing operations," (b) coverage for vicarious liability, or (c) circumstances in which the named insured is partially negligent, include a cross liability clause, and be primary as respects any other insurance coverage in favor of any member of Company Group.

If Contractor employs Subcontractors to perform any Services under the Agreement, then Contractor agrees to require such Subcontractors to obtain, carry, maintain, and keep in force during the time in which they are engaged in performing any Services under the Agreement, policies of insurance which comply with the requirements as set forth above and, upon request, to furnish copies of said policies thereof to Company. To the extent of liabilities assumed by the Contractor in the Agreement, all of Subcontractors' policies, whether or not required by the Agreement, must be primary to any other insurance policies providing coverage to any member of Company Group, must have waivers of subrogation from their insurers in favor of Company Group, and must name Company Group as additional insured.

At all times while performing Services under the Agreement, Contractor (and any Subcontractor) shall carry and maintain, at its sole expense, with insurers having an A.M. Best Rating of "A- VII" or higher or alternatively shall be issued by Underwriter at Lloyds of London, the minimum insurance coverages as set forth on this Exhibit A. Prior to Contractor's or its Subcontractors' entry upon the premises or property of Company or the performance by Contractor of the Services covered by the Agreement, Contractor agrees to provide Company with insurance certificates on an Acord 25 Form (as may be amended or updated by Acord from time to time) evidencing minimum insurance requirements described herein are in force and effect. Such policies shall provide Company thirty (30) days written notice of any cancellation or non-renewal. If Contractor's or its Subcontractor's available insurance policy limits are potentially eroded below the minimum insurance requirements as a result of a significant, related or unrelated incident or claim, Company shall have the right to immediately terminate the Agreement. **FAILURE TO MAINTAIN SAID INSURANCE BY CONTRACTOR OR ITS SUBCONTRACTORS, AS REQUIRED HEREIN, SHALL CONSTITUTE A MATERIAL BREACH AND SHALL BE SUFFICIENT GROUNDS FOR THE IMMEDIATE CANCELLATION OR SUSPENSION OF THE AGREEMENT BY COMPANY.** Any failure on the part of Company to insist upon strict adherence by Contractor to the insurance requirements hereunder shall in no event be construed to be a waiver of any of said requirements.

EXHIBIT B

FORM OF DOT CERTIFICATE

CERTIFICATE OF DOT COMPLIANCE

This Certificate of U.S. Department of Transportation (“DOT”) compliance (this “Certificate”) is made this ____ day of _____, 20__ by _____ (“Contractor”) for reliance by Oasis Petroleum North America LLC (“Company”). All capitalized terms used but not otherwise defined in this Certificate shall have the meaning ascribed to such terms in that certain Master Service Agreement (the “Agreement”) between Contractor and Company.

Contractor hereby certifies that at all times while performing Services under the Agreement that it has and shall maintain, and shall ensure that its Subcontractors have and maintain, where required for the type and nature of the Services performed, a drug and alcohol testing program compliant with the applicable DOT regulations (such program, “DOT Program”), and that it shall, and shall reasonably endeavor to ensure that its Subcontractors, have and abide by such DOT Program. Contractor and its Subcontractors shall allow access to their property and records by Company, the applicable DOT Administrator, any DOT agency with regulatory authority over Company or any covered employee, and, if Company is subject to the jurisdiction of a state agency, a representative of the state agency, for the purposes of monitoring Company’s compliance with the requirements of the applicable DOT Program.

Failure by Contractor or its Subcontractors to have, maintain and/or comply with a required DOT compliant program shall constitute a material breach of Contractor’s obligations under the Agreement.

IN WITNESS WHEREOF, a duly authorized representative has executed this Certificate effective as of the date set forth above.

(“Contractor”)



Printed Name: Chris Roders
Title: VP

Absorbent & Safety Solutions

EQUIPMENT LIST

(As of October 2015)

EQUIP #	DESCRIPTION	EQUIP #	DESCRIPTION	EQUIP #	DESCRIPTION
PICKUP TRUCKS		TRAILERS		OTHER EQUIPMENT	
ABS 01	1/2 Ton Pickup	T 01	Dump Trailer	OE 01	Drum Skimmer
ABS 02	1/2 Ton Pickup	T 02	Dump Trailer	OE 02	Pressure Washer - Single
ABS 03	3/4 Ton Pickup	T 03	Light Duty Gooseneck Trailer	OE 03	Pressure Washer - Single
ABS 04	3/4 Ton Pickup	T 04	Light Duty Gooseneck Trailer	OE 04	Pressure Washer - Single
ABS 05	3/4 Ton Pickup	T 06	Large Spill Trailer	OE 05	Pressure Washer - Double
ABS 06	1/2 Ton Pickup	T 07	Small Spill Trailer	OE 06	Weed Eater - Industrial
ABS 07	1/2 Ton Pickup	T 08	Small Flatbed Utility Trailer	OE 07	Weed Eater - Industrial
ABS 08	3/4 Ton Pickup	T 09	Large Flatbed Utility Trailer	OE 08	Drum Skimmer
ABS 09	1 Ton Pickup	T 10	Mobile Wash Trailer - Single	OE 09	Propane Weed Burner
ABS 10	1 Ton Pickup	T 11	Tow-Behind Vac Trailer	OE 10	Propane Weed Burner
ABS 11	1 Ton Pickup	T 12	Heavy Duty Gooseneck Trailer	OE 11	Commercial Zero-Turn Lawn Mower
ABS 13	1/2 Ton Pickup	T 13	Small Flatbed Utility Trailer	OE 12	Commercial Zero-Turn Lawn Mower
ABS 14	Mobile Command Center	T 14	Heavy Duty Gooseneck Trailer	OE 13	Commercial Zero-Turn Lawn Mower
ABS 15	Mobile Wash Truck	T 15	Heavy Duty Gooseneck Trailer	OE 14	Cub Cadet Lawn Mower
ABS 16	1 Ton Pickup	T 16	Flatbed Equipment Hauler	OE 15	Cub Cadet Lawn Mower
ABS 17	1 Ton Pickup	T 17	Semi Trailer	OE 16	Cub Cadet Lawn Mower
ABS 20	1 Ton Pickup	T 18	Large Spill Trailer	OE 17	Bobcat UTV 4-Seat Side x Side
ABS 21	1 Ton Pickup	T 19	Large Spill Trailer	OE 18	Bobcat UTV 2-Seat Side x Side
ABS 22	1 Ton Pickup	T 20	Large Spill Trailer	OE 19	Response Boat
ABS 23	2 Ton Pickup	T 21	Boom Trailer	OE 21	Diaphragm Pump
ABS 25	1 Ton Pickup	T 22	Lowboy Trailer	OE 20	Trash Pump
ABS 26	1 Ton Pickup	SEMI TRUCKS & SIDE DUMP TRAILERS		OE 22	Hand-Push Mower/Weedeater
ABS 27	1 Ton Pickup	ABS 101	Tractor	OE 23	Diesel Generator
HEAVY EQUIPMENT		ABS 102	Tractor	OE 24	Gas Generator
HE 03	Mini Excavator	ABS 103	Tractor	OE 25	Air Compressor
HE 05	Medium Excavator	ABS 104	Tractor	OE 26	Trash Pump
HE 07	Backhoe	ABS 105	Tractor	OE 27	Pressure Washer
HE 08	Backhoe	ABS 106	Tractor	OE 28	Chainsaw - Industrial
HE 09	Large Excavator	ABS 107	Tractor	OE 29	Chainsaw - Industrial
HE 10	Front End Loader	SD 01	Side Dump Trailer	OE 30	Chainsaw - Industrial
HE 11	Skidsteer	SD 02	Side Dump Trailer	OE 31	Chainsaw - Industrial
HE 12	Skidsteer	SD 03	Side Dump Trailer	OE 32	Chainsaw - Industrial
HE 13	Skidsteer	SD 04	Side Dump Trailer	OE 33	Chainsaw - Industrial
HE 14	Loader	SD 05	Side Dump Trailer	OE 34	Chainsaw - Industrial
HE 15	Large Excavator	SD 06	Side Dump Trailer	OE 35	Chainsaw - Industrial
HE 16	Skidsteer	HYDROVAC TRUCKS		OE 36	Chainsaw - Industrial
HE 17	Skidsteer	HV 01	HydroVac	OE 37	Chainsaw - Industrial
		HV 02	HydroVac	OE 38	Weed Eater - Industrial
		HV 03	HydroVac	OE 39	Weed Eater - Industrial
				OE 40	Weed Eater - Industrial



MATERIALS & SUPPLIES INVENTORY

(As of September 2015)

INVENTORY ITEM	QUANTITY	INVENTORY ITEM	QUANTITY
ABSORBENT MATERIALS & SHOP SUPPLIES		SAFETY SUPPLIES	
Absorbent Boom (5")	15,000 feet	Road Cones	80 (2 per vehicle)
Absorbent Pads	5,000 bags	First Aid Kits	40 (1 per vehicle)
Straw Matting	100 rolls	Fire Extinguishers	40 (1 per vehicle)
Straw Waddles	500 feet	Caution Men at Work Signs	2
Wooden Stakes	50 bundles	Incident Ahead Signs	2
Staples	25 boxes	Stop Signs	2
Containment Boom	1,500 feet	Traffic Flags	4
Pom-Pom Boom	5,000 feet	Overhead Caution Safety Lights	2
Empty Drum	10	First Responder Medical Kit	1
Overpack Drum	10	Water Response Life Vests	10
Granular Absorbents (Oil-Dri)	250 pounds	CONFINED SPACE SUPPLIES	
S-200	1,000 gallons	Full Body Harnesses	2
Micro-Blaze	1,000 gallons	Confined Space Harnesses	4
Petro Xg3	1,000 gallons	Confined Space Supplied Air Pumps	2
Grass Seed	(multiple blends on hand)	Full Face Respirator Masks	8
Barbed Wire	500 feet	Half Mask Particulate Filter Masks	4
Drum Liners (5mm)	1,000	Confined Space Tripod/Wench Set	1
Drum Liners (10mm)	1,000	TESTING METERS	
Visqueen Plastic	20,000 square feet	Geiger Counter	5
Silt Fence	2,000 feet	EC Meter	2
Duck Ponds	5	Hydrocarbon Meter	1
Scoria	100 yards		
Gravel	100 yards		
Top Soil	100 yards		
Class 5	100 yards		

Absorbent & Safety Solutions

2016 Rate Sheet

As of 4/5/16

PERSONNEL	Rate	Unit
Project Coordinator	\$ 81.00	Hour
Radiation Safety Officer (RSO)	\$ 81.00	Hour
HSE Site Supervisor	\$ 72.00	Hour
Response Manager	\$ 72.00	Hour
Welder	\$ 58.50	Hour
Response Technician	\$ 54.00	Hour
Equipment Operator	\$ 54.00	Hour
NORM Survey Technician	\$ 54.00	Hour
Traffic Flagger	\$ 45.00	Hour
PER DIEM - Per Day/Employee <i>*Non-Local Jobs ONLY</i>	\$ 50.00	Day
Filter Sock Milk Run - 1 Person Crew	\$ 1,000.00	Day
Filter Sock Milk Run - 2 Person Crew	\$ 1,500.00	Day
Any lodging costs are accumulated they will be passed onto the end customer		
Pick-up Trucks - Includes Fuel		
Pickup - Hourly Rate	\$ 36.00	Hour
Pickup - Daily Rate	\$ 250.00	Day
Mobile Command Center	\$ 54.00	Hour
Heavy Equipment - Fuel included, Operator not Included		
Skidsteer	\$ 63.00	Hour
Mini Excavator (5K-22K)	\$ 63.00	Hour
Medium Excavator (22K-41K)	\$ 112.50	Hour
Heavy Excavator (41K-65K)	\$ 130.50	Hour
RT Backhoe	\$ 63.00	Hour
Front End Loader	\$ 108.00	Hour
Man Lift with Extenda-Boom	\$ 67.50	Hour
Compactor	\$ 108.00	Hour
Small Dozer (D4-D5)	\$ 99.00	Hour
Medium Dozer (D6-D7)	\$ 144.00	Hour
Large Dozer (D8-D9)	\$ 162.00	Hour
Farm Tractor	\$ 72.00	Hour
Motor Grader	\$ 162.00	Hour
Jumping Jack-Wacker	\$ 22.50	Hour
Trailers		
Dump Trailer	\$ 40.50	Hour
Equipment Trailer - Gooseneck	\$ 22.50	Hour
Large Spill Trailer	\$ 270.00	Day
Small Spill Trailer	\$ 180.00	Day
Equipment Trailer - Flatbed Utility	\$ 18.00	Hour
Tow-Behind Vac Trailer	\$ 67.50	Hour

Heavy Duty Trucks & Trailers - Operator, Fuel & Mileage included		
All Heavy Trucks are billed portal-to-portal		
Side Dump	\$ 135.00	Hour
Vacuum Truck (110-130 BBL)	\$ 140.00	Hour
HydroVac	\$ 275.00	Hour
Tractor w/ Low Boy - Equipment Delivery	\$ 175.00	Hour
Tractor w/ Flat Bed Trailer (NORM Material)	\$ 135.00	Hour
Tractor w/Flat Bed Trailer (Non-NORM Material)	\$ 115.00	Hour
Steam Truck	\$ 225.00	Hour
Winch Truck	\$ 200.00	Hour
Other Equipment & Tools		
TDS 136 Drum Skimmer	\$ 62.10	Hour
Pressure Washer - Single	\$ 58.50	Hour
Pressure Washer - Double	\$ 117.00	Hour
Weed Eater - Industrial	\$ 17.10	Hour
Propane Weed Burner	\$ 17.10	Day
Commercial Zero-Turn Lawn Mower	\$ 26.10	Hour
Cub Cadet Lawn Mower	\$ 22.50	Hour
Bobcat UTV 4-Seat Side x Side	\$ 157.50	Day
Bobcat UTV 2-Seat Side x Side	\$ 112.50	Day
Response Boat	\$ 630.00	Day
Diaphragm Pump	\$ 207.00	Day
Trash Pump	\$ 180.00	Day
Hand-Push Weedeater - Bush Hog	\$ 31.50	Hour
Diesel Generator	\$ 270.00	Day
Gas Generator	\$ 225.00	Day
Air Compressor	\$ 90.00	Day
Trash Pump	\$ 225.00	Day
Chopsaw	\$ 9.00	Hour
Chainsaw	\$ 9.00	Hour
Light Tower	\$ 157.50	Day
Rig Mats (Daily Rental)	\$ 18.00	Day
Tiller Attachment	\$ 225.00	Day
Tank & Container Rental		
Frac Tank	\$ 90.00	Day
Roll Off Container	\$ 18.00	Day
Mixing Tank	\$ 135.00	Day
Flock Tank	\$ 162.00	Day
Shale Tank	\$ 162.00	Day
Catch Tank	\$ 162.00	Day
Box Tank	\$ 162.00	Day
Absorbent Materials & Shop Supplies		
Absorbent Boom (4 - 5" x 10')	\$ 130.50	Bag
Absorbent Boom (4 - 8" x 10')	\$ 148.50	Bag
Absorbent Pads	\$ 49.50	Each
Pom-Pom Boom	\$ 175.50	Bag
Straw Matting	\$ 134.10	Roll
Straw Waddles	\$ 4.50	Foot

Wooden Stakes	\$ 44.10	Bundle
Metal Staples	\$ 53.10	Each
T-Posts	\$ 10.80	Each
12" Cones	\$ 10.80	Each
Snow Fence - 50'	\$ 67.50	Each
ND State Grass Seed Blend 55-Pound	\$ 265.50	Each
Containment Boom	\$ 2.70	Foot/Day
55 Gallon Drum	\$ 62.10	Each
Drum Locking Kit	\$ 40.50	Each
Overpack Drum	\$ 265.50	Each
Granular Absorbents (Oil-Dri)	\$ 18.00	Bag
S-200 Oil Gone - No Dilutoin	\$ 58.50	Gallon
Micro-Blaze - 1 Concentrated Gallon yields 7 Gallons of Useful Micro-Blaze	\$ 67.00	Gallon
Barbed Wire	\$ 0.27	Foot
Drum Liners (6mm) - Case of 30	\$ 134.10	Box
Visqueen Plastic	\$ 175.50	Foot
Silt Fence	\$ 1.80	Foot
Degreaser	\$ 13.50	5-Gallon
Duct Tape	\$ 13.50	Roll
Road Salt	\$ 16.20	Bag
Caution Tape	\$ 9.00	Roll
Meters, Gauges & Testing Supplies		
PID Monitor	\$ 225.00	Day
Gieger Counter - Daily	\$ 90.00	Day
Geiger Counter - Hourly	\$ 9.00	Hour
EC Meter	\$ 67.50	Day
Field Sampling Kit	\$ 180.00	Each
Safety Supplies & PPE		
First Aid Kit (25 Man)	\$ 67.50	Each
Fire Extinguishers - Standby	\$ 9.00	Day
Traffic Control Package - Per each .25 Miles		
Road Cones	\$ 9.00	Day
Caution Men at Work Signs	\$ 67.50	Day
Incident Ahead Signs	\$ 67.50	Day
Stop Signs	\$ 22.50	Day
Traffic Flags	\$ 13.50	Day
Overhead Caution Safety Lights	\$ 225.00	Day
FR - Disposable Tyvek Suit	\$ 13.50	Each
Tyvek Chemical Resistant Suit	\$ 13.50	Each
Cold Water Wet Suit	\$ 90.00	Day
Chest Waders	\$ 90.00	Day
Confined Space & Respiratory Protection		
Confined Space Entry Kit (includes items below)		
Full Body Harnesses	\$ 22.50	Day
Confined Space Harnesses	\$ 18.00	Day
Confined Space Supplied Air Pumps	\$ 135.00	Day

Full Face Respirator Masks	\$ 45.00	Day
Half Mask Particulate Filter Masks	\$ 27.00	Day
Confined Space Tripod/Wench Set	\$ 135.00	Day
Retrieval Ropes	\$ 22.50	Day
Full Face Respirator	\$ 45.00	Day
SCBA - 5 Minute Pack	\$ 45.00	Day
SCBA - 30 Minute Pack	\$ 67.50	Day
Respirator Cartridge Replacements	\$ 22.50	Each
Clean Material & Aggregate		
Clay	\$ 10.80	Ton
Sand	\$ 10.80	Ton
Top Soil/Black Dirt	\$ 16.20	Ton
Washed Sand (Non-Spec)	\$ 12.60	Ton
Pit Run	\$ 10.80	Ton
Class 5	\$ 15.30	Ton
Class 13	\$ 15.30	Ton
3/4" Minus	\$ 22.50	Ton
3/4" Clean	\$ 29.70	Ton
5/8" Minus	\$ 25.20	Ton
3/8" Chip	\$ 54.00	Ton
1" Clean	\$ 32.40	Ton
1" Base Rock	\$ 21.60	Ton
Drain Rock	\$ 28.80	Ton
Pea Gravel (Washed)	\$ 27.00	Ton
Concrete Ag (Washed)	\$ 24.30	Ton
Scoria	\$ 25.20	Ton
Scoria 3" to 4" - and Oversize	\$ 42.30	Ton
C-33 Spec Concrete Sand	\$ 27.00	Ton
Oversize (1 1/4" & up)	\$ 32.40	Ton
2" Cobble	\$ 36.00	Ton
3" to 5" Cobble	\$ 45.00	Ton
Type 2 Ballast	\$ 43.20	Ton
Lab Fees		
BTEX - EPA 8260	\$ 58.33	Per Test
Chlorides - EPA 300	\$ 46.67	Per Test
Conductance of Paste - ASA 10-3.3	\$ 23.33	Per Test
Diesel Range Organics - TPH-DRO (C10-28) - EPA 8015M	\$ 70.00	Per Test
Gasoline Range Organics - TPH-GRO (C6-10) - EPA 8015M	\$ 58.33	Per Test
Flashpoint - EPA 1010	\$ 116.67	Per Test
MT EPH - Fractions - MT/MADEP	\$ 233.33	Per Test
MT EPH - Screening - MT/MADEP	\$ 128.33	Per Test
MT VPH - MT/MADEP	\$ 198.33	Per Test
Radium 226/228 & Lead 210 - Solids Only - EPA 901.1	\$ 300.00	Per Test
TCLP RCRA Metals - EPA 6010/7470	\$ 163.33	Per Test
TCLP Semi-Volatiles (SVOCs) - EPA 8270	\$ 420.00	Per Test
TCLP Volatiles (VOCs) - EPA 8260	\$ 198.33	Per Test
Quick Test Radiation - 48 Hour Turn Around	\$ 1,250.00	Per Test
Items not listed on this Rate Sheet will be billed Cost + 25 % (Disposal, Supplies, Materials, etc.)		

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (this "Agreement") is made and entered into this 26th day of September, 2012, by and between **OASIS PETROLEUM NORTH AMERICA LLC**, a Delaware limited liability company ("Company") with its principal office located at 1001 Fannin Street, Suite 1500, Houston, Texas 77002 and **CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.**, a Massachusetts corporation, and its affiliated companies (collectively, "Contractor"), with its principal office located at 42 Longwater Drive, Norwell, Massachusetts 02061. Company and Contractor are each sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Company is engaged in certain oil and gas operations and activities and from time to time desires goods and services (the "Services") in connection therewith;

WHEREAS, Contractor desires to provide Company and/or its Affiliates (as defined below) with certain Services for and in connection with Company's operations; and

WHEREAS, this Agreement will govern all Services provided by Contractor to Company.

NOW THEREFORE, in consideration of the terms and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Definitions.

In addition to terms that are defined elsewhere in this Agreement, the following terms shall have the following meaning when used in this Agreement:

a. "Affiliate" or "Affiliates" of a Party shall mean a current or future person or entity directly or indirectly controlling, controlled by, or under common control with such Party. "Control" (including the terms "controlling," "controlled by" and "under common control with") shall mean the possession directly or indirectly, through one or more intermediaries, of the following: (i) in the case of a corporation, the power or authority to vote or dispose of 50% or more of the outstanding voting securities entitled to elect directors or individuals who perform similar management functions thereof; and (ii) in the case of any other entity, the power or authority to cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

b. "Claims" shall mean all claims, losses, damages, suits, liabilities, judgments, causes of action, fines, penalties, interest and expenses (including reasonable attorneys' fees), whether in law or equity and whether in tort or otherwise.

c. "Company Group" shall mean the following entities and persons individually and collectively: Company and its Affiliates, its and their joint venturers, partners, joint owners, co-owners, co-lessees, members, managers, lessor(s), and contractors and subcontractors of every tier (excluding Contractor and its Subcontractors) and the respective Affiliates, officers, directors, employees, agents, and representatives of all those entities.

d. "Contractor Group" shall mean the following entities and persons individually and collectively: Contractor and its Affiliates, its Subcontractors and their Affiliates, and the officers, directors, employees, agents, and representatives of all those entities.

e. "Group" shall mean, individually or collectively, Company Group or Contractor Group as the context may require, and as may be applicable.

e. "Subcontractor" shall mean any subcontractor of any tier of Contractor hired by Contractor to perform any part of the Services to be performed by Contractor hereunder.

f. "Worksite" shall mean the well site at which Services are performed or, if no Services are being performed on or in connection with a well, the site to which Contractor has been requested to deliver equipment or materials.

2. Services. It is contemplated that Company may, from time to time, request Contractor to perform certain Services for Company. This Agreement shall constitute the entire agreement with reference to the subject matter and shall govern and control all Services provided by Contractor to Company (including provision of equipment or materials). This Agreement, however, does not obligate Company to request Services from Contractor, nor does it obligate Contractor to accept such requests, but together with any mutually agreed applicable work order, it shall control and govern all Services accepted by Contractor and shall define the rights and obligations of the Parties during the term thereof. Terms and conditions contained in any acknowledgment, work order, change order, purchase order, or other document or instruction whether written or oral, that are different from or in addition to the terms and conditions of this Agreement shall not be binding on Company, whether or not they would materially alter this Agreement, and whether or not Company objects thereto, unless expressly made the subject of a written amendment to this Agreement. The terms and conditions of this Agreement shall not be altered, amended, supplemented or canceled without the Parties' prior written approval and an express written amendment. No waiver by either Party of any of the terms, provisions, or conditions of this Agreement shall be effective unless said waiver shall be in writing and signed by an authorized representative of such Party.

3. Payments.

a. General: Company shall pay Contractor the rates, expenses and prices in accordance with the provisions of the applicable work order, change order or other statement of services and payment that is agreed upon in writing between Company and Contractor; provided Contractor shall have satisfied Company that there are no liens or lienable claims on or against Company or its property by reason of the performance of the Services hereunder as further described in Section 6. Company shall pay Contractor for the Service(s) performed pursuant to

this Agreement within thirty (30) days of Company's receipt from Contractor of an invoice with supporting documents in form and substance as may be required by Company. Company shall have the right to withhold or pay any disputed amounts in its sole discretion. No payment of any amount, disputed or undisputed shall act as a waiver of any rights of Company, including the right to later contest such payments and obtain reimbursement.

b. Application of Payments: Company shall have the right (but not the duty) to withhold any monies payable by it hereunder and apply the same to the payment of any obligations of Contractor to Company or any of its Affiliates, howsoever arising.

4. Records.

a. Contractor shall maintain complete and accurate records of all costs chargeable to Company under this Agreement and shall retain records of labor, materials and service provided hereunder, and invoices and other supporting documents pertaining to the Services for a period of not less than two (2) years following the year in which the final invoice for the Services was sent to Company ("Retention Period"). Throughout the term of this Agreement, and for the Retention Period or longer if required by law, authorized Company representatives shall be afforded access to: (i) Contractor's offices during normal business hours after reasonable notice to inspect and audit all such records of Contractor; provided, however, Company shall not have the right to examine trade secrets, proprietary information, confidential data or profit margins; and (ii) interview any of Contractor's employees involved in providing the Services. Upon completion of any such audit, Company shall pay Contractor any compensation due hereunder as shown by the audit. Any amount by which total payment by Company to Contractor exceeds the amount due Contractor as shown by the audit shall be returned to Company.

b. Contractor shall require all of its Subcontractors, agents, and suppliers ("payees") to comply with this Section 4 and shall include these requirements in any contractual agreement between Contractor and payees.

5. Taxes, Licenses, and Fees. Unless otherwise provided herein or required by applicable law, Contractor assumes exclusive liability for, and shall pay before delinquency, all excise and other taxes, licenses, fees, charges, or contributions of any kind now or hereafter levied, assessed, or imposed by any governmental agency or authority on, or with respect to, or measured by the Items sold or material or Services furnished incident to the performance of this Agreement including taxes, levies, fees, or withholding for the wages, salaries, or other remuneration paid to persons employed in connection with the performance of this Agreement, including social security, retirement, pension, unemployment, and compensation contributions. Contractor agrees to require the aforementioned payments and compliance with the provisions of this Section 5 from all its Subcontractors and agrees to be liable to Company for any breach of such agreement by any Subcontractor. Contractor shall issue detailed invoices to show taxable and non-taxable items. At its election, Company is authorized to deduct all sums paid by Company for such taxes and governmental charges from such amounts as may be or become due to Contractor hereunder.

6. Liens. Contractor shall promptly pay any and all amounts owed to its Subcontractors or third parties incident to Contractor's provision of Services under this Agreement, so that no liens shall ever attach, or be permitted to attach, to Company's property, whether real or personal. Contractor hereby indemnifies Company for any and all such claims and liens, and Company shall be entitled to withhold final payment and satisfaction until Contractor shall furnish satisfactory evidence of the full payment of any such indebtedness. Notwithstanding anything to the contrary in this Agreement, Contractor shall retain any and all rights to collect any undisputed amounts owed Contractor by Company, including the right to file, perfect or continue a lien for Services performed by Contractor under this Agreement.

7. Independent Contractor. This Agreement does not create, and Company and Contractor stipulate and agree that this Agreement shall not be construed to create any agency relationship or employer/employee relationship by or between any of the agents and/or employees of Contractor and the agents and/or employees of Company. To the contrary, it is expressly understood that Contractor, in the performance of the Services herein contemplated, is an independent contractor for all purposes, with the authority to control, direct, manage and supervise in its sole discretion the performance and details of the Services herein provided. Company is interested only in the results obtained. Labor and materials shall comply with the specifications set forth herein or in any purchase, work or change order, or any other agreement in writing between Company and Contractor. Contractor specifically agrees that all persons employed by Contractor in performing Services covered by this Agreement, or by its Subcontractors, are not employees of Company for any purpose whatsoever. Contractor will be solely responsible for the payment of federal income tax, social security tax, worker's compensation insurance, unemployment tax and other similar payments, if any and Company will not withhold any amounts for such purposes from payments made to Contractor. As an independent contractor, neither Contractor or its Subcontractors, nor anyone employed by Contractor or its Subcontractors, will be eligible for the benefits provided to regular employees of Company, including, health and disability insurance.

8. Warranty.

a. Contractor warrants that it shall perform the Services in a good and workmanlike manner in accordance with good industry practices. Contractor further warrants that its personnel are properly trained to perform their jobs safely and efficiently. Contractor warrants that equipment sold and the Services provided shall be free of defects in material and workmanship for a period of one (1) year after the date such equipment is delivered or Services are completed irrespective of whether the equipment or Services are attributable to Contractor or any of its Subcontractors or vendors. Contractor expressly represents that it has adequate equipment, in good and safe working order, and has fully trained and experienced personnel, capable of safely and efficiently operating said equipment and performing the Services in accordance with Company's specifications and technical standards in a safe, proper, and workmanlike manner. Nothing contained herein shall be construed to exclude or limit any warranties implied by law.

b. Contractor agrees to correct, at its own cost, all defects or other deficiencies in the Services, including, costs of repair, removal, reinstallation, new material, labor and equipment, attributable to the negligence of Contractor or any of its Subcontractors or vendors or failure by

Contractor to comply with any obligation expressed or implied herein ("Re-work"). In the event of any delay by Contractor to commence Re-work and such delay would cause monetary damages to Company, Company may, at its sole option, immediately proceed to perform such Re-work itself or with others pursuant to Section 8.c.

c. If Contractor fails to perform any Re-work as required by Company, Company shall be entitled to conduct such work itself or through other contractors or subcontractors and recover from Contractor the total cost to Company therefor or deduct the same from any monies due or which become due to Contractor. If no sums or if insufficient sums are available for full set-off by Company, then Contractor, upon receipt of Company's written notice of Contractor's obligations hereunder, shall promptly remit to Company all sums due and owing pursuant to the terms of this Section 8.

d. Contractor agrees, on behalf of its Affiliates, that this Agreement shall be binding on any Affiliate if Company requests such Affiliate to perform any Services and such Affiliate agrees, and Contractor agrees to be jointly and severally liable with such Affiliate for the performance of such Services. In addition, if Contractor hires any Subcontractors, Contractor agrees that it will be responsible for proper performance of this Agreement by such Subcontractors.

9. Indemnity.

a. Contractor shall release, protect, defend, indemnify and hold Company Group harmless from and against any and all Claims arising out of any personal or bodily injury to, or illness or death of, or property loss or damage to any property of, Contractor Group without limit and without regard to the cause or causes thereof or the negligence or fault (active or passive) of any person or entity (including the sole, joint, or concurrent negligence, strict liability or other legal fault of Company Group except to the extent resulting from the gross negligence or willful misconduct of the person or entity seeking indemnity), or any defect of premises (whether or not pre-existing), arising out of, resulting from, or relating to, either directly or indirectly, the Services performed or provided by Contractor. In the event Contractor fails to defend and protect Company Group pursuant to this Agreement, then Company Group shall be entitled to defend and protect its interests and Contractor shall be liable for all reasonable attorneys' fees, costs, judgments and settlements, including attorneys' fees incurred in enforcing this Agreement.

b. Company shall release, protect, defend, indemnify and hold Contractor harmless from and against all Claims arising out of any personal or bodily injury to, or illness or death of employees of Company, or property loss or damage to any property of, Company at the Worksite, without limit and without regard to the cause thereof or the negligence or fault (active or passive) of any person or entity (including the sole, joint or concurrent negligence, strict liability, or other legal fault of Contractor or its Subcontractors except to the extent resulting from (i) the gross negligence or willful misconduct of the person or entity seeking indemnity or (ii) a breach by Contractor Group of Sections 8 or 18) or any defect of premises (whether or not pre-existing), arising directly or indirectly in connection herewith.

c. The indemnity obligations in this Agreement shall survive the termination of this Agreement or any request for Services.

d. Contractor or Company as the case may be shall promptly give to the other Party notice in writing of any Claim made or proceedings commenced for which Contractor or Company claims to be entitled to indemnification under this Agreement. Such notice shall state with as much detail as is reasonably practicable the facts and circumstances giving rise to the Claim and shall be given promptly after the Party seeking indemnity hereunder (referred to in this Section 9.d as the "Indemnitee") becomes aware of such Claim or proceeding. The Party against whom such indemnity is sought (referred to in this Section 9.d as the "Indemnitor") shall confer with the Indemnitee concerning the defense of any such claim or proceedings but, subject to the remainder of this Section 9.d, the Indemnitor or its insurer shall retain control of the conduct of such defense, including the selection and management of counsel. Notwithstanding the foregoing, however, neither Party shall effect settlement of or compromise any such Claim or proceedings without having obtained the prior written consent of the other Party, but if Indemnitee does not consent to a settlement which the Indemnitor is willing to accept, then Indemnitor's liability shall be limited to the amount for which the lawsuit could have been settled. The Indemnitee may, upon written notice to the Indemnitor and at the Indemnitee's sole cost and expense, select its own counsel to participate in and be present for the defense of any such Claim or proceeding, provided such counsel shall not take any action in the course of such Claim or proceeding to prejudice the defense of such Claim or proceeding.

e. Contractor shall assume responsibility for the control and removal of, and shall protect, defend, indemnify, and hold Company Group harmless from and against any and all Claims arising from pollution or contamination: (i) which originates or emanates from spills of fuels, lubricants, motor oils, pipe dope, paint, solvents, ballast, bilge and garbage, debris or any other substances, in its possession or control or originating from Contractor Group's equipment, materials or transport; or (ii) which otherwise results from performance of the Services hereunder by Contractor and is caused by the negligence (whether sole, joint, or concurrent) of Contractor Group. Notwithstanding the foregoing, the assumptions of liability by Contractor under this Section 9.e apply only to the cost of, and liability for, control and removal of such pollution and contamination and do not apply to loss or damage to property or injuries to or death of persons caused by such pollution or contamination and shall, in no event, alter, lessen or affect the liabilities or responsibilities of Contractor specified elsewhere in this Agreement, and Contractor agrees to assume responsibility for and to protect, defend, indemnify, and hold Company Group harmless from and against any Claims resulting from pollution or contamination caused by the negligence (whether sole, joint, or concurrent) or other fault of Contractor Group.

f. Contractor and Company agree to support their mutual indemnity obligations in this Section 9 with liability insurance or self-insurance with minimum limits of Three Million U. S. Dollars (US \$3,000,000). Except as otherwise mandated by applicable law, the indemnity obligations of Contractor and Company as set out above shall be without monetary limit. Moreover, the indemnity obligations of Contractor as set out in this Section 9 are independent of any insurance requirements as set out in Section 10

and Exhibit A, and such indemnity obligations shall not be lessened or extinguished by reason of Contractor's failure to obtain the required insurance coverage or by any defenses asserted by Contractor's insurers.

10. Insurance.

a. At all times while performing Services hereunder, Contractor (and any Subcontractor) shall carry and maintain, at its sole expense, with insurers, and on terms satisfactory to Company, the minimum insurance coverage as set forth on Exhibit A attached hereto (and by this reference made a part hereof). Contractor agrees to provide Company with certificates (in form and substance acceptable to Company) evidencing that said coverages are in force and effect. Such policies shall be endorsed to provide Company thirty (30) days written notice of any cancellation, material change, or non-renewal, and if any of such policies are cancelled or materially changed, upon receipt of such cancellation or modification, Company shall have the right to immediately terminate this Agreement.

b. All insurance policies of Contractor, whether or not required by this Agreement, shall, as respects liabilities assumed by Contractor, waive subrogation against Company Group, name Company Group as additional insured (except for Workmen's Compensation coverage) on a broad form basis with such additional insured coverage including coverage for the sole or concurrent negligence of the additional insured and not being restricted to (a) "ongoing operations," (b) coverage for vicarious liability, or (c) circumstances in which the named insured is partially negligent, include a cross liability clause, and be primary as respects any other coverage in favor of any member of Company Group.

11. Termination.

a. Either Party shall have the right to terminate this Agreement at any time by giving ten (10) days written notice to the other Party. Upon termination, any Services previously ordered and accepted by Contractor shall continue to be performed until completed or terminated in the sole discretion of Company. Upon termination of Services hereunder, the Parties shall not be relieved of any obligations that have accrued hereunder, and Company shall pay Contractor for all Services properly performed prior to such termination.

b. Company may terminate any request for Services at any time, in its sole discretion, without penalty. In such event, Contractor shall be paid for Services properly performed prior to such termination.

c. If Contractor shall be in default of any of the provisions of this Agreement at the time of notice of termination, Contractor shall be liable to Company for all costs incurred by Company in completing or procuring the completion of performance of the Services which are in excess of the amounts that would otherwise have been owed by Company to Contractor for proper completion of the Services.

12. Insolvency/Default.

a. If any Party hereto becomes insolvent or admits in writing its inability to pay its debts as they mature, or is adjudicated as bankrupt or insolvent; or it applies for, consents to, or acquiesces in the appointment of a trustee or receiver for such party or any property thereof, or makes a general assignment for the benefit of creditors; or, in the absence of such application, consent or acquiescence, a trustee or receiver is appointed for such party, for all or any part of its property, and is not discharged within sixty (60) days, or any bankruptcy, reorganization, debt arrangement, or other proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding instituted by or against such Party is consented to or acquiesced in by such Party (hereinafter "Insolvent Party") or remains for sixty (60) days undismissed, this Agreement shall, at the election of the other Party, terminate as to such Insolvent Party.

b. If Contractor breaches any material provision hereof and Contractor fails to commence to correct such breach within ten (10) days of written notice thereof by Company to Contractor and Contractor fails to diligently proceed to fully correct such breach, Company shall have the right (in addition to any other rights it may have hereunder or by law) to terminate this Agreement, whereupon: (i) Company shall be relieved of all further obligations hereunder except for payment to Contractor of the amounts owed for Services properly performed prior to such termination, less any damages incurred by Company as a result of such default; and (ii) Company may, at its option, complete performance of the Services in which event title to any product(s) of the Contractor's Services, whether completed or partially completed, as well as all materials, prepared, procured or set aside by Contractor for use in the Services, shall, at Company's option, vest in Company and Company may upon reasonable notice to Contractor enter Contractor's premises and remove the same therefrom. Contractor shall be liable to Company for all costs incurred by Company in completing such performance in excess of the amount that would otherwise have been owed by Company to Contractor for proper completion of the Services, whether or not Company exercises its option under this Section 12.b.

13. Applicable Law and Venue. This Agreement, and the rights of the Parties hereunder shall be construed in accordance with the laws of the State of North Dakota and all rights and remedies shall be governed by such laws without regard to principles of conflict of laws.

14. Compliance With Laws.

a. Contractor expressly guarantees that for all tools, materials, and equipment to be furnished and used, and for all Services to be performed under the terms of this Agreement and in every activity connected therewith, Contractor shall comply fully with all applicable Federal, State, and Local laws, ordinances, rules, and regulations, and shall furnish Company evidence of such compliance as Company may require at any time. Contractor shall also obtain all permits, licenses, and approvals necessary for the performance of this Agreement. If Services to be rendered under this Agreement are licensed by the State in which such Services are to be performed, Contractor must obtain and maintain the State license.

b. Contractor shall give all required notices and otherwise fully comply with all laws, statutes, regulations, ordinances, rules, standards, orders, or determinations of any Local, State, or Federal governmental authority (including related determinations, interpretations,

orders, or opinions by any judicial or administrative authority) which has jurisdiction over Contractor, the Services, or the Worksite pertaining to protection or conservation of the air, land, water, human health, industrial hygiene, or other aspects of the environment, including, the following statutes, as supplemented and amended at the time Contractor starts its performance of the Services or performs a work or change order: the Clean Air Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Federal Water Pollution Control Act, the Solid Waste Disposal Act, the Resources Conservation and Recovery Act, the Safe Drinking Water Act, the Toxic Substances Control Act, the Hazardous Materials Transportation Act, the Federal Oil Pollution Act of 1990 and comparable state and local statutes and implementing rules or regulations.

15. Conspicuous and Fair Notice.

a. Both Parties agree that this statement and the indemnity provisions throughout this Agreement comply with the requirement known as the "express negligence rule," to expressly state in a conspicuous manner to afford fair and adequate notice that this Agreement has provisions requiring one Party (the indemnitor) to be responsible for the negligence, strict liability, or other fault of another Party (the indemnitee) or any member of such Party's Group.

b. Both Parties represent to each other: (i) that they have consulted an attorney concerning this Agreement or, if they have not consulted an attorney, that they were provided the opportunity and had the ability to so consult, but made an informed decision not to do so; and (ii) that they fully understand their rights and obligations under this Agreement.

16. Patent Infringement. In addition to all other indemnity provisions contained in this Agreement or in any other document entered into by the Parties in connection with this Agreement, Contractor agrees to indemnify and hold Company harmless from any and all actual or alleged Claims by reason of any patent infringement or claim of infringement of patent, copyright, or other proprietary right of a third party arising out of any Services performed by Contractor, or any of its Subcontractors hereunder, or arising out of the use, manufacture, or sale of any article, tool, equipment, method, or process ("Item") for any purpose for which it is intended, when said Item was supplied by or used by Contractor or its Subcontractors.

17. Access. Prior to entry upon Company's premises for provision of the Services, Contractor shall give reasonable notice and obtain prior approval before accessing Company's premises.

18. Safety.

a. Contractor shall perform all Services in such a manner as to cause a minimum of interference with Company's operations and shall take all steps necessary to maintain adequate protection of persons and property during Contractor's performance hereunder. Contractor shall perform its duties in a safe manner and shall have in effect, and will enforce, a set of safety and

loss prevention standards, which comply with all laws. Prior to commencement of each job, Contractor shall inspect the premises and facilities on which said Services are to be performed in order to be apprised of any and all risk incident thereto. In connection with Contractor's performance of the Services, Contractor undertakes and agrees to act consistently with, and adhere to, Company's EHS requirements, and any updated or amended version of Company's EHS requirements. The Company's EHS requirements are the minimum requirements, and are in addition to all other federal, state, county and municipal laws, rules and regulations applicable to Contractor or its Subcontractors, the Services, and any Items or personnel used in the performance of the Services. Contractor shall ensure that all Subcontractors and all of its and their personnel are made aware of Company's EHS requirements.

b. Upon completion of the Services, Contractor shall leave the premises clean and free of all waste materials and rubbish. Contractor agrees to limit smoking and the use of heat and/or fire implements, including welding and torch cutting tools, to such locations and occasions as are specifically authorized in writing by Company.

19. Accident Reports. All accidents must be reported. In the event an accident involving the property, equipment, or personnel of Contractor, Company, or any third party occurs on Company's premises, or which arises out of, results from, or is in any way connected with the Services or Contractor's presence upon Company's premises or other activities pursuant to this Agreement, Contractor shall immediately report such accident to Company. In addition, a written report of such accident must be prepared by Contractor and delivered to Company within twenty-four (24) hours of each such accident. This report should contain factual information only and should not contain opinion, speculation, or supposition as to fault, liability, or prevention. Contractor shall also provide Company with a copy of each and every non-privileged report of each such accident, including statements or other investigative material or documents which Contractor completes or is required to submit, or does submit, to any entity other than Company, including any governmental agency or body, Contractor's insurers, or others.

20. Alcohol and Drug Abuse Policies. Contractor acknowledges that it has been advised and agrees to advise all its employees, Subcontractors, agents, and business invitees of any Subcontractor, agent, or business invitee, of the following safety regulations or policies concerning alcoholic beverages and controlled substances:

a. Possession or consumption of alcoholic beverages and/or controlled substances is expressly prohibited at any work sites or on Company premises. Use of alcoholic beverages and/or controlled substances is cause of immediate dismissal from any work site or on Company premises;

b. Entry onto Company premises constitutes consent to an inspection of the person (including, the taking of a urine sample) and personal effects when entering or leaving Company premises; and

c. Any person who is found in violation of the policy, or has a positive drug test, or who refuses to permit an inspection may be removed and barred from Company premises, at the sole discretion of Company.

21. Nondiscrimination.

a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, creed, color, or national origin. Such affirmative action shall apply to, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

c. Contractor shall comply, to the extent applicable, with the following parts of the Code of Federal Regulations: Title 48:22:804 Affirmative Action Programs; 52:219-9 Small Business and Small Disadvantaged Business Subcontracting Plan; 52:220-4 Labor Surplus Area Concerns Subcontracting Program; 52:222-4 Contractor Work Hours and Safety Standards Act – Overtime Compensation; 52:222-21 Certification of Non-segregated Facilities; 52:222-26 Equal Opportunity; 42:222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans; 52:222-36 Affirmative Action for Handicapped Workers; 52:223-2 Clean Air and Water; 52:223-3 Hazardous Material Identification and Material Safety Data; and the Immigration Reform and Control Act of 1986 and all regulations thereunder.

22. Force Majeure. Neither Party shall be liable for any delay occasioned by, or caused as a result of laws, orders, ordinances, rules, or regulations of any governmental or public authorities having or asserting jurisdiction over the premises of either or both Parties, or by strikes, explosion, war, acts of God, fire, labor disputes, or other similar causes, in each case that were beyond the reasonable control of such Party when such delay could not have been overcome by the exercise of reasonable efforts by the delayed Party (each, an “Event of Force Majeure”). Any delay due to an Event of Force Majeure (other than failure to provide defense, indemnity, or insurance as required by this Agreement) shall not be deemed to be a breach of or failure to perform this Agreement, or any part hereof; provided, however, the Party hereunder that is rendered unable, wholly or in part, to carry out its obligations under this Agreement due to an Event of Force Majeure shall give notice and full particulars of the cause of said Event of Force Majeure in writing to the other Party promptly after the occurrence of the cause relied upon, and the cause of said delay so far as possible shall be remedied with all reasonable dispatch.

23. Successors and Assigns; Assignment. This Agreement shall not be assignable by Contractor, nor shall Contractor subcontract any obligations hereunder, without the prior written consent of Company. Company shall have the right to assign this Agreement to any Affiliate or co-lessee without Contractor's consent. In addition, Company may assign this Agreement to any other entity with the prior written consent of Contractor, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement shall inure to the benefit of and be binding upon the Parties and the successors and permitted assigns of the Parties.

24. Confidentiality and Intellectual Property.

a. Any and all information, including all drawings, designs, images, specifications and technical data ("Confidential Information") furnished by Company to Contractor or Contractor's Subcontractors, agents, employees, principals, and consultants in the performance of duties under this Agreement shall be considered confidential and shall not be divulged to any person, except to Contractor's authorized representatives. Company retains all title to Company's Confidential Information and Company's Confidential Information shall be used by Contractor only in connection with the performance of the Services, and shall be returned upon completion or termination of the Services or any work order (and/or deleted if stored electronically), along with all copies, extracts, syntheses, compilations or reproductions thereof, provided copies or reproductions shall be made only with Company's prior written consent.

b. Contractor may neither quote nor supply parts made with Company's tools or materials or made to Company's patterns, drawings, specifications, or designs to any third party without Company's prior written consent. Any inventions, patents, copyrights, design rights and other intellectual property rights arising from the execution of any Services by Contractor or its Subcontractors (whether or not paid for by Contractor) are the property of Company, and Contractor must not disclose the same to any third person. Contractor must do all things and execute any documents necessary to assign such intellectual property rights to Company.

c. Contractor shall protect all Confidential Information, intellectual property rights, copyrights and other proprietary rights (including know-how) supplied by Company in connection with the Services which are in the possession of its direct or indirect suppliers, Subcontractors and/or agents, including, taking all necessary steps and actions to ensure that any such supplier, Subcontractor and/or agent complies with all confidentiality provisions herein. Furthermore, Contractor shall notify Company immediately on becoming aware of a breach or a potential breach and shall inform Company of what actions it is taking to prevent or remedy such breach or potential breach to ensure risks to Company are mitigated. Company reserves the right to take its own action against any such supplier, Subcontractor, and/or agent and to direct Contractor to take certain actions.

d. All materials, including tools, special dies and patterns, furnished or specifically paid for by the Company, shall be the property of Company, shall be returned to Company when no longer required hereunder, shall be utilized only to complete the Services, and shall be segregated and clearly identified as property of Company. Contractor assumes all risk and liability for loss or damage thereto, except for normal wear, and agrees to permit inspection and supply detailed statements of inventory upon request of Company.

25. Notices. All notices to be given with respect to this Agreement and applicable work orders hereunder shall be given to Company and Contractor at:

COMPANY:

All Notices

Oasis Petroleum North America LLC

ADDRESS: 1001 Fannin, Suite 1500, Houston, Texas 77002

ATTN: Supply Chain Manager

CONTRACTOR:

Clean Harbor Environmental Services, Inc.

ADDRESS: 42 Longwater Drive, Norwell, Massachusetts 02061

ATTN: General Counsel (Urgent Contract Matter)

FAX: 781-792-5903

All notices or other communications (excluding payments by Company of invoices) that may be given hereunder shall be in writing and shall be delivered either: (a) by facsimile with sender confirmation of receipt; or (b) by U.S. mail, certified, return receipt requested, postage prepaid, and addressed as provided in this Article 25 or as otherwise provided by the receiving Party upon proper notice. Notices delivered by facsimile shall be effective immediately upon transmittal to the other Party, provided that, sender confirmation of receipt is preserved showing the date and time of transmission; and notices delivered by mail shall be effective upon their receipt or refusal by the Party to whom they are addressed.

26. Services Requested by Affiliates of Company. In the event that any Affiliate of Company requests Contractor or any of its Affiliates to perform any Services (including provision of any Items), and Contractor accepts such request, then Contractor agrees that the obligations of Contractor under this Agreement, including all protections afforded Company Group, shall apply to any such Services. In addition, Contractor agrees that such other Company Affiliate may, if it wishes, adopt this Agreement, as if this Agreement had been entered into between said other Company Affiliate and Contractor, in which event, all provisions of this Agreement shall be applicable to such Services except that (a) said Affiliate shall be substituted throughout this Agreement and the attached Exhibits as "Company"; and (b) Oasis Petroleum North America LLC shall be included in the definition of "Company Group" as an Affiliate of Company.

27. Consequential Damages. In addition to all other indemnity provisions contained in this Agreement or in any other document entered into by the Parties in connection with this Agreement, except for liquidated damages, if any, expressly agreed to by the Parties in this Agreement, each Party (as the "Releasing Party") hereby releases the other Party and its Group from any claim by the Releasing Party for punitive damages and from any claim by the Releasing Party for the Releasing Party's own indirect, incidental or consequential damages, including, facility downtime, loss of profit, loss of or inability to use property and equipment

or business interruption, without regard to the cause or causes thereof or the negligence or fault (active or passive) of any person or entity (including the sole, joint, or concurrent negligence, strict liability or other legal fault of the released Party or any member of its Group) except to the extent resulting from the gross negligence or willful misconduct of the person or entity seeking release), or any defect of premises (whether or not pre-existing), arising out of, resulting from, or relating to, either directly or indirectly, the Services or this Agreement.

28. Miscellaneous.

a. Severability. In the event one or more of the provisions contained in this Agreement shall be held, for any reason, to be invalid, void, illegal, contrary to law and/or unenforceable in any respect, this Agreement shall be deemed to be amended to partially or completely modify such provision or portion thereof to the extent necessary to make it enforceable. If necessary, this Agreement shall be deemed to be amended to delete the unenforceable provision or portion thereof, in which event such invalidity, voidness, illegality or unenforceability shall not affect the remaining provisions hereof, and this Agreement shall remain unaffected and shall be construed as if such invalid, void, illegal or unenforceable provision never had been contained herein.

b. Entirety/Conflict. This Agreement, together with the attached Exhibits, constitutes the entire agreement of the Parties with respect to the subject matter herein and supersedes any prior or contemporaneous agreements, understandings or representations relating thereto. There are no agreements, understandings, conditions or representations, express or implied, with reference to the subject hereof that are not merged herein or superseded hereby. In the event of a conflict between this Agreement and any subsequent writing between the Parties, including any purchase order, requisition, or other agreement, this Agreement shall control except as respects a specific amendment to this Agreement meeting the requirements of Section 2. In the event of a conflict between the provisions of this Agreement and one of the attached Exhibits or any work request, the provisions of this Agreement shall control.

c. No Partnership. No partnership, commercial partnership or joint venture is intended or shall result or be construed to exist as a result of execution or performance of any of the obligations or exercise of any rights or remedies by the Parties or pursuant to this Agreement, and no act by either Party, or the officers, agents or employees of either Party, shall create such a relationship, nor shall any of the provisions hereof be construed or implied as creating such relationship for any purpose whatsoever. Neither shall the employees, agents or contractors of one Party hereto in any way be the agents, servants, employees or contractors of any other Party for any purpose whatsoever.

d. Third Party Beneficiary. Except as set forth in Sections 9 and 10 and any other provision in this Agreement extending a benefit to one or the other Party's Group, nothing in this Agreement shall be construed to give any rights or benefits in the Agreement to anyone other than Company and Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Company and Contractor and not for the benefit of any other person.

e. Waiver. Company's right to require strict performance of Contractor's obligations shall not be affected in any way by any previous waiver, forbearance, or course of dealing. Any waiver in one instance shall not be effective in any other instances.

f. Headings; References. Any headings or numbering of sections or paragraphs of this Agreement are for convenience only and all terms and conditions of this Agreement are intended to take precedence over any such heading or numbering. All references to Sections refer to Sections in this Agreement, and all references to Exhibits refer to Exhibits made a part of this Agreement. When the term "herein," "hereof" or words of similar import are used in this Agreement, reference is made to the entire Agreement and not to any particular Section or subparagraph of a Section. The word "including" shall mean including without limitation.

g. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original once Company and Contractor have executed a counterpart of this Agreement, and all of which taken together shall constitute one and the same agreement.

h. Rental of Contractor Equipment. Company shall return any Contractor-rented equipment to Contractor at the end of the rental period in as good condition as when delivered, ordinary wear and tear excepted. All such rental equipment, parts or accessories that are lost or damaged beyond repair will be paid for by Company at the new replacement cost for such rental equipment, parts or accessories. All damaged equipment which can be repaired shall be so repaired and the cost of such repairs shall be paid by Company; provided, however that such repair costs shall not exceed the replacement value of such equipment.

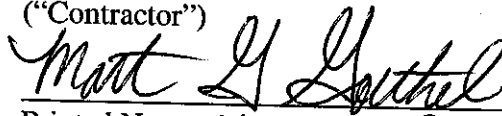
i. Waste Transportation and Disposal. Waste materials to be handled pursuant to this Agreement shall be agreed upon in advance in writing by Company and Contractor. At the time Company requests waste transportation and disposal services under this Agreement, Company shall provide a Waste Profile Sheet or similar document ("Waste Profile") to Contractor, which shall include a complete and accurate description of the waste materials. Company shall pay Contractor for the handling, transporting, storing and caring for and, if applicable, disposing of such non-conforming waste materials in accordance with this Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement, in duplicate, as of the day and year first above written.

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

("Contractor")



Printed Name: MATT G GOETHEL

Title: VP VERTICAL MARKET - OIL & GAS

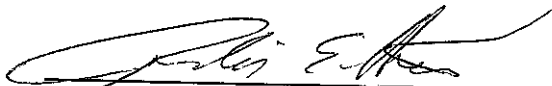
Contractor's License No.: 45816 CLASS A

Expiration Date: MARCH 1 2013

OASIS PETROLEUM NORTH AMERICA LLC

("Company")

10/1/12



Printed Name:

Title:

Robin E. Hesketh
Vice President Operations Engineering

EXHIBIT A

MINIMUM INSURANCE REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS

All capitalized terms used but not otherwise defined in this Exhibit A shall have the meaning ascribed to such terms in that certain Master Service Agreement (the "Agreement") to which this Exhibit A is attached (and by reference made a part thereof).

The minimum insurance coverage to be maintained by Contractor pursuant to the Agreement shall include:

1. Workmen's Compensation and Employers Liability Insurance:
 - a. Coverage A – Workmen's Compensation with a minimum limit of the statutory limits in accordance with the laws of the States in which operations are covered under the Agreement and statutory workmen's compensation coverage.
 - b. Coverage B – Employers Liability Insurance with a minimum limit of \$1,000,000 per occurrence.
2. Comprehensive General Liability Insurance or Commercial General Liability Insurance (Occurrence Form) or the Equivalent:

With a minimum limit of liability of \$1,000,000 per occurrence and amended-aggregate limits of insurance in the amount of \$2,000,000 that modifies the general aggregate limits, including the following supplementary coverage:

- a. Products Hazard Coverage for any and all products provided or furnished on behalf of Contractor during the period of the Services provided by Contractor hereunder;
 - b. Completed Operations Hazard Coverage for any claim relating to defects or deficiencies in goods, products, and materials or services used or provided by Contractor in connection with its operations;
 - c. Contractual Liability specifically insuring any Services performed by Contractor for Company;
 - d. Broad Form Property Damage Liability insurance;
 - e. Coverage for explosion, collapse and underground hazards for Services performed by Contractor involving equipment or materials of a volatile, incendiary or explosive nature or involving excavation, drilling or subsurface activity;
 - f. Independent Contractor's Contingent coverage;
 - g. Personal Injury Liability;
 - h. Premises Liability;
 - i. Territorial extension to cover all work areas;
 - j. Seepage and Pollution Liability, including, cleanup on a sudden and accidental basis; and
 - k. Endorsement providing that a claim "in rem" against any vessel or real or personal property shall be treated as a claim against Contractor.
3. Automobile Liability Insurance:

With a minimum limit of liability of \$1,000,000, combined single limit per occurrence, including:

- a. Coverage for: owned, non-owned, and hired automobiles or automotive equipment; and
- b. Coverage for sudden and accidental pollution for trucking companies and contractual liability to cover liability assigned under the Agreement.

4. Umbrella (or Excess Liability) Insurance:

Providing coverage excess of insurance requirements set forth in numbered paragraphs 1, 2 and 3 of this Exhibit A (except for Workmen's Compensation coverage), with a minimum limit of liability of \$2,000,000 each occurrence, with following form coverages or coverage at least as broad as underlying.

Maintenance of said umbrella or excess liability insurance shall be a condition precedent to the payment to Contractor of the compensation for the Services herein provided.

5. Property Insurance: in an all risk form (including transit) covering Contractor's machinery and equipment for its replacement cost value and including removal of wreck and debris coverage.

All insurance policies of Contractor, whether or not required by the Agreement, shall, as respects liabilities assumed by Contractor, waive subrogation against Company Group, name Company Group as additional insured (except for Workmen's Compensation coverage) on a broad form basis with such additional insured coverage including coverage for the sole or concurrent negligence of the additional insured and not being restricted to (a) "ongoing operations," (b) coverage for vicarious liability, or (c) circumstances in which the named insured is partially negligent, include a cross liability clause, and be primary as respects any other coverage in favor of any member of Company Group.

If Contractor employs Subcontractors to perform any Services hereunder, then Contractor agrees to require such Subcontractors to obtain, carry, maintain, and keep in force during the time in which they are engaged in performing any Services hereunder, policies of insurance which comply with the requirements as set forth above and to furnish copies of said policies thereof to Contractor and Company. To the extent of liabilities assumed by the Contractor in the Agreement, all of Subcontractors' policies, whether or not required by the Agreement, must be primary to any other policies providing coverage to any member of Company Group, must have waivers of subrogation from their insurers protecting Company Group, and must name Company Group as additional insured. **FAILURE TO MAINTAIN SAID INSURANCE BY CONTRACTOR OR ITS SUBCONTRACTORS, AS REQUIRED HEREIN, SHALL CONSTITUTE A MATERIAL BREACH AND SHALL BE SUFFICIENT GROUNDS FOR THE IMMEDIATE CANCELLATION OR SUSPENSION OF THE AGREEMENT BY COMPANY.** Any failure on the part of Contractor to insist upon strict adherence by Contractor to the insurance requirements hereunder shall in no event be construed to be a waiver of any of said requirements.

At all times while performing Services under the Agreement, Contractor (and any Subcontractor) shall carry and maintain, at its sole expense, with insurers, and on terms satisfactory to Company, the minimum insurance coverage as set forth on this Exhibit A. Contractor agrees to provide Company with certificates (in form and substance acceptable to Company) evidencing that said coverages are in force and effect. Such policies shall be endorsed to provide Company thirty (30) days written notice of any cancellation, material change, or non-renewal, and if any of such policies are cancelled or materially changed, upon receipt of such cancellation or modification, Company shall have the right to immediately terminate the Agreement.

Certificates evidencing such insurance policies and the policies of insurance for all of those policies set forth above are to be provided to Company by Contractor or its insurer(s) and are to be received prior to Contractor's entry upon the premises or property of Company or the performance by Contractor of the Services covered by the Agreement. Such certificate(s) shall state that the minimum coverage required by this Exhibit A have been provided and are in effect, that the contractually assumed obligations required in the Agreement are covered, and that no policy or policies will be canceled or materially changed for any reason without a thirty (30) day advance written notice by insurer(s) to Company. No deductible amount above \$10,000 shall be used by Contractor to meet these minimum insurance requirements without the express prior written approval of Company. All policies shall be endorsed to provide that there will be no recourse against Company for payment of premium.

The insurance to be carried and the minimum amounts as set forth herein shall in no way be construed to limit Contractor's obligation pursuant to the Agreement. Any deductible amounts or self-insured retention are the sole responsibility of the Contractor.



Regional Rate Sheet

Region: US MIDWEST

Rate Category Type: Emergency Response Rates

Currency Code: USD

Description	UOM	Price (USD)
FIELD PERSONNEL		
Field Technician	HR	\$60.00
Equipment Operator	HR	\$72.00
Foreman	HR	\$78.00
Chemist	HR	\$93.00
Supervisor	HR	\$101.00
Lead Chemist	HR	\$119.00
Project Manager	HR	\$130.00
Site Safety Officer	HR	\$138.00
TECHNICAL PERSONNEL		
Field Inspector	HR	\$84.00
Mechanic	HR	\$99.00
Welder	HR	\$99.00
Field Engineer/Scientist/Geologist	HR	\$110.00
Senior Engineer/Scientist/Geologist	HR	\$124.00
Professional Engineer/LSP	HR	\$156.00
ADMINISTRATIVE/MANAGERIAL PERSONNEL		
On Site Administration	HR	\$67.00
Emergency Response Coordinator	HR	\$130.00
General Manager	HR	\$166.00
PER DIEM / SUBSISTENCE		
Per Diem / Subsistence	DAY	\$190.00
HEAVY DUTY TRUCKS		
Box Truck	HR	\$66.00
Dump Truck, 10 Wheel	HR	\$82.00
High Powered Vacuum Truck/Cusco	HR	\$146.00

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Regional Rate Sheet

Description	UOM	Price (USD)
Rolloff Straightjob	HR	\$84.00
Rolloff Two Can Trailer	HR	\$84.00
Skid Mounted Vacuum System	HR	\$65.00
Tractor Only, No Trailer	HR	\$62.00
Tractor w/Box Van	HR	\$82.00
Tractor w/Dump Trailer	HR	\$88.00
Tractor w/Flatbed/Lowbed Trailer	HR	\$84.00
Tractor w/Liquid Transporter	HR	\$90.00
Tractor w/Rolloff Trailer	HR	\$84.00
Tractor w/Vacuum Trailer	HR	\$96.00
Vactor with Jet Rodder	HR	\$146.00
Vacuum Truck, Straight	HR	\$77.00
Wet/Dry High Powered Vacuum Truck/Guzzler	HR	\$146.00
HYDRO EXCAVATION SERVICES		
Hydrovac - Single Drive with Operator & Helper	HR	\$271.00
Hydrovac - Tandem Drive with Operator & Helper	HR	\$300.00
Hydrovac - Tri-Drive with Operator & Helper	HR	\$300.00
Working Boiler / Heating Charge	HR	\$65.00
LIGHT DUTY TRUCK/RESPONSE EQUIPMENT		
Emergency Response Van	HR	\$81.00
Pickup/Van/Car/Crew Cab	HR	\$22.00
Spill Trailer	DAY	\$295.00
Stake Body/Utility Truck	HR	\$38.00
Utility / Support Trailer	DAY	\$201.00
PRESSURE WASHING EQUIPMENT		
1000psi Pressure Washer	DAY	\$103.00
2000psi Pressure Washer	DAY	\$112.00
2500psi Hot Water Pressure Washer	DAY	\$351.00
2500psi Pressure Washer	DAY	\$122.00
3000psi Hot Water Pressure Washer	DAY	\$387.00
High Pressure Blaster - 10,000 PSI 300 HP (50 GPM)	HR	\$73.00

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Regional Rate Sheet

Description	UOM	Price (USD)
High Pressure Blaster - 20,000 PSI 300 HP (10 GPM)	HR	\$144.00
High Pressure Blaster - 40,000 PSI 200 HP (6 GPM)	HR	\$170.00
High Pressure Blaster - 40,000 PSI 300 HP (10 GPM)	HR	\$170.00
Nozzle - 2D Automated	HR	\$67.00
Nozzle - 3D Automated	HR	\$88.00

PUMPING/TRANSFERRING PUMPS

Drum Loader	DAY	\$177.00
Pump - Centrifugal, 2 in	DAY	\$113.00
Pump - Diesel Lister, 3 in	DAY	\$159.00
Pump - Double Diaphragm, 1 in	DAY	\$100.00
Pump - Double Diaphragm, 2 in	DAY	\$141.00
Pump - Double Diaphragm, 2 in, Chemical	DAY	\$187.00
Pump - Double Diaphragm, 3 in	DAY	\$159.00
Pump - Double Diaphragm, 3 in, Chemical	DAY	\$207.00
Pump - Double Diaphragm, 4 in	DAY	\$218.00
Pump - Electric Drum	DAY	\$112.00
Pump - Electric Submersible, 2 in	DAY	\$89.00
Pump - Electric Submersible, 3 in	DAY	\$112.00
Pump - Electric Submersible, 4 in	DAY	\$164.00
Pump - Hand	DAY	\$36.00
Pump - Hydraulic Transfer, 4 in	HR	\$36.00
Pump - Hydraulic Transfer, 6 in	HR	\$270.00
Pump - Trash, 4 in	DAY	\$294.00

MARINE RESPONSE EQUIPMENT

Airboat, Single Engine	DAY	\$1236.00
Airboat, Twin Engine	DAY	\$3605.00
Boat/Worksiff without Motor	DAY	\$146.00
Brush Skimmer	DAY	\$824.00
Containment Boom - 10" Per Foot Per Day	FT	\$1.83
Containment Boom - 18" Per Foot Per Day	FT	\$2.05
Containment Boom - 24" Per Foot Per Day	FT	\$2.65
Containment Boom - 36" Per Foot Per Day	FT	\$2.97

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Regional Rate Sheet

Description	UOM	Price (USD)
Drum Skimmer (24in-36in)	DAY	\$646.00
Drum Skimmer, Double Barrel	DAY	\$979.00
Hydraulic Power Pack for Skimmer	DAY	\$227.00
Landing Craft (LCM), 26ft-29ft	DAY	\$979.00
Landing Craft (LCM), 30ft-34ft	DAY	\$1236.00
Landing Craft (LCM), 35ft-45ft	DAY	\$1854.00
PFD Life Vest	DAY	\$27.00
PFD Survival Suit / Cold Weather Survival Work Suits	DAY	\$81.00
Power Barge Boat, 26ft-30ft	DAY	\$1133.00
Power Barge Boat, 30ft-42ft	DAY	\$2060.00
Power Workboat, Fast Response, 12-14ft	DAY	\$307.00
Power Workboat, Fast Response, 15-17ft	DAY	\$367.00
Power Workboat, Fast Response, 18-22ft	DAY	\$614.00
Power Workboat, Fast Response, 23-26ft	DAY	\$773.00
Power Workboat, Fast Response, 27-36ft	DAY	\$979.00
Rigid Hull Inflatable (RIB) (18ft-22ft)	DAY	\$809.00
Rope Mop - 4" (Per Foot)	FT	\$31.00
Rope Mop - 9" (Per Foot)	FT	\$39.00
Rotating Disc Skimmer Unit	DAY	\$840.00
Skim Pack Skimmer	DAY	\$167.00
Skimmer - C24H Hydraulically Powered Rope Mop Wringer	DAY	\$670.00
Skimmer - C29H Hydraulically Powered Rope Mop Wringer	DAY	\$901.00
Skimmer - CV-46H Hydraulically powered Vertical Mop Wringer	DAY	\$798.00
Skimmer, Duck Bill	DAY	\$29.00
Skimming Vessel (Marco/JBF or Equivalent) 28-30ft	DAY	\$5639.00
Skimming Vessel Belt Drive Replacement	EA	\$1341.00
Weir Skimmer Unit	DAY	\$178.00

FIELD ANALYTICAL

4 Gas/5 Gas Meter	DAY	\$183.00
Bailer & Sampling Equipment	DAY	\$62.00
Draeger Air Monitoring Pump	DAY	\$81.00
Explosion/Oxygen Meter	DAY	\$130.00
Geiger Counter Meter	DAY	\$162.00

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Regional Rate Sheet

Description	UOM	Price (USD)
Hydrogen Cyanide Meter	DAY	\$134.00
Interface Probe	DAY	\$130.00
Lumex RA915+ Mercury Vapor Analyzer	DAY	\$528.00
Mercury Vapor Analyzer	DAY	\$270.00
Particulate Meter, Mini Ram or equivalent	DAY	\$130.00
Personal Air Pump Meter	DAY	\$62.00
pH Meter	DAY	\$62.00
PID Meter	DAY	\$130.00
Well Purging/Sampling Pump	DAY	\$62.00
HOSES/PIPE		
Hose - Chemical, 2 in X 20 ft	DAY	\$38.00
Hose - Chemical, 3 in X 20 ft	DAY	\$53.00
Hose - Chemical, 4 in X 20 ft	DAY	\$69.00
Hose - Flex, 4 in, per ft	FT	\$2.83
Hose - Flex, 6 in, per ft	FT	\$3.61
Hose - Lay Flat, 2 in X 25ft	DAY	\$28.00
Hose - Lay Flat, 4 in X 25 ft	DAY	\$62.00
Hose - Lay Flat, 6 in X 25 ft	DAY	\$81.00
Hose - Suction, 2 in X 25 ft	DAY	\$32.00
Hose - Suction, 3 in X 25 ft	DAY	\$43.00
Hose - Suction, 4 in X 25 ft	DAY	\$62.00
Hose - Suction, 6 in X 25 ft	DAY	\$90.00
Wash Hose, 1/2in x 50ft	DAY	\$18.00
EARTH MOVING EQUIPMENT		
Backhoe Loader, 1 Yard Bucket	HR	\$81.00
Bobcat Loader/Mini Excavator	HR	\$76.00
Excavator, 20-30 Ton	HR	\$103.00
Fork Attachment for Bobcat Loader	DAY	\$60.00
Loader, 2-3 Yard Bucket	HR	\$79.00
Mini Excavator	HR	\$76.00
Sweeper Attachment for Bobcat Loader	DAY	\$146.00

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Regional Rate Sheet

Description	UOM	Price (USD)
PNEUMATIC POWER TOOLS		
3/4in Drill, Rotary Hammer	DAY	\$94.00
Jackhammer, 40Lb	DAY	\$67.00
Jackhammer, 60Lb	DAY	\$84.00
Jackhammer, 90Lb	DAY	\$101.00
Pneumatic Chipping Gun	DAY	\$108.00
Steel Nibbler, Pneumatic	DAY	\$135.00
GAS POWERED TOOLS		
Brush Cutter/Power Broom	DAY	\$126.00
Chain Saw	DAY	\$126.00
Cutoff Saw (Demo)	DAY	\$135.00
ELECTRIC POWER TOOLS		
1/2in Drill, Electric	DAY	\$44.00
Circular Saw, Electric	DAY	\$62.00
Mercury Vacuum	DAY	\$212.00
Reciprocating Saw (Sawzall), Electric	DAY	\$81.00
Wet Vacuum (Shop Vac)	DAY	\$44.00
SITE SUPPORT		
100 HP boiler unit	HR	\$103.00
15 Gal HEPA Vacuum	DAY	\$177.00
150,000 BTU Portable Heater	DAY	\$280.00
2 CU YD self dumping hopper	DAY	\$4.43
2,000 - 2,900 Gal Poly Storage Tank	DAY	\$81.00
20,000 Gal Frac Tank	DAY	\$167.00
3,000 - 3,900 Gal Steel Storage Tank	DAY	\$28.00
300 - 500 Gal Poly Storage Tank	DAY	\$42.00
4,000 - 6,000 Gal Poly Storage Tank	DAY	\$99.00
Air Compressor 175-185 CFM	DAY	\$270.00
Air Compressor 8-10 CFM	DAY	\$125.00
ATV, 4X4 or 4X6	DAY	\$377.00
Carbon Filter System	DAY	\$256.00

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Regional Rate Sheet

Description	UOM	Price (USD)
Decon Pool, 10ft x 10ft	DAY	\$155.00
Decon Pool, 20ft x 100ft	DAY	\$464.00
Decon Pool, 25ft x 50ft	DAY	\$309.00
Decontamination Trailer	DAY	\$188.00
Dewatering Box	DAY	\$177.00
Drum Vacuum, Pneumatic	DAY	\$188.00
Dump Trailer (Trailer Only, Staged on Site)	DAY	\$76.00
Eyewash Station	DAY	\$55.00
Frac Tank, Double Walled	DAY	\$200.00
Generator - 12K Watt	DAY	\$258.00
Generator - 4,000 Watt	DAY	\$143.00
Generator - 5,000 Watt	DAY	\$162.00
Generator - 8,000 Watt	DAY	\$188.00
Halogen Spotlight	DAY	\$108.00
Incident Command Unit	DAY	\$1615.00
Intermodal Container	DAY	\$33.00
Intrinsically Safe Drop Light	DAY	\$108.00
Light Stand	DAY	\$108.00
Light Tower w/Generator	DAY	\$539.00
Manlift	DAY	\$258.00
Office Trailer	DAY	\$118.00
On-site Van Trailer (Tractor not included)	DAY	\$207.00
Personnel Staging Tent, 10x10 ft, Purchased	EA	\$180.00
Personnel Staging Tent, 20' x 30'	DAY	\$155.00
Pump - Trash, 2 in	DAY	\$112.00
Pump - Trash, 3 in	DAY	\$129.00
Rolloff Container with Metal lid	DAY	\$24.00
Rolloff Container with Tarp & Bows	DAY	\$21.00
Sea Container / Conex / Tool Crib, 20 ft.	DAY	\$31.00
Secondary Containment Unit	DAY	\$42.00
Skid Mounted Liquid Phase Carbon System (10GPM)	DAY	\$70.00
Tank Trailer/Transporter, No Tractor (For Storage Only)	DAY	\$469.00
Traffic Cone/Barricade Unit	DAY	\$1.55

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Regional Rate Sheet

Description	UOM	Price (USD)
Utility/Cross Terrain Vehicle (Mule/Gator)	DAY	\$323.00
Vacuum Box, Watertight	DAY	\$112.00
SPECIALTY EQUIPMENT		
Antiviral Disinfectant Fogger	DAY	\$180.00
Auger, Manual	DAY	\$67.00
Compactor	DAY	\$67.00
Confined Space Entry Gear (Retrieval & Rescue Equip)	DAY	\$375.00
Cutting Torch/Acetylene Torch	DAY	\$124.00
DBI/Rogliss Tripod	DAY	\$67.00
Digital Camera	DAY	\$89.00
Drum Crusher, Portable	DAY	\$469.00
Drum Tilter, Mechanical	DAY	\$177.00
Electric Auger	DAY	\$76.00
Electric Blower	DAY	\$90.00
Explosion Proof Pneumatic Fan Blower	DAY	\$90.00
Fiber Optic Camera	HR	\$60.00
Fiber Optic Camera Truck	HR	\$153.00
Forklift, 2,000Lb Capacity	DAY	\$431.00
Forklift, 6,000Lb Capacity (High Reach / Lull)	DAY	\$464.00
Plasma Cutting Torch	DAY	\$244.00
Remote Drum Opener, Pnuematic	DAY	\$1228.00
Sand Blaster and Hose	HR	\$30.00
Transit Set	DAY	\$129.00
Walk Behind Concrete Saw	DAY	\$235.00
RESPIRATORY PROTECTION		
2 Man Breathing System	DAY	\$297.00
4 Man Breathing System	DAY	\$377.00
Acid Cartridges	PAIR	\$30.00
Asbestos Cartridges	PAIR	\$31.00
Breathing Air Hose, 100ft	DAY	\$108.00
Chlorine Cartridges	PAIR	\$30.00
Mercury Cartridges	PAIR	\$56.00

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Regional Rate Sheet

Description	UOM	Price (USD)
MSA Chemical Cartridge	EA	\$31.00
Negative Air Machine (Blower w/ HEPA filter)	DAY	\$270.00
Organic Vapor Cartridges (No Dust)	PAIR	\$30.00
Organic Vapor/Dust Combination Cartridges	PAIR	\$53.00
Respirator, Full Face	DAY	\$33.00
Self Contained Breathing Apparatus (SCBA)	DAY	\$270.00

PERSONAL PROTECTIVE EQUIPMENT (PER PERSON PER CHANGE OUT)

Level A w/ResponderPlus Suit/Changeout	EA	\$979.00
Level B w/CPF2 or Polytyvec/Changeout	EA	\$206.00
Level B w/CPF3 or Saranex Suit/Changeout	EA	\$258.00
Level B w/CPF4 or Barricade Suit/Changeout	EA	\$309.00
Level C w/CPF1,2 or Polytyvec/Changeout	EA	\$62.00
Level C w/CPF3 or Saranex Suit/Changeout	EA	\$77.00
Level C w/CPF4 or Barricade Suit/Changeout	EA	\$124.00
Modified Level D (Tyvec, Gloves and Boots)	EA	\$31.00

CHEMICAL PROTECTIVE GARMENTS

Chemrel Suit, Level C	EA	\$82.00
Kappler CPF1 Suit (Blue)	EA	\$35.00
Kappler CPF2 Suit (Grey)	EA	\$58.00
Kappler CPF2 Suit w/Strapped Seams (Grey)	EA	\$97.00
Kappler CPF3 Suit w/Hood & Boots (Tan)	EA	\$131.00
Kappler CPF3 Suit w/Hood & Strapped Seams (Tan)	EA	\$165.00
Kappler CPF4 Suit w/Hood & Boots (Green)	EA	\$136.00
Nomex Suit and Hood	EA	\$57.00
Polycoated Rain Gear, 22mil	EA	\$19.00
Tyvec, Polycoat HD/BT	EA	\$19.00
Tyvec, Saranex	EA	\$59.00
Tyvec, White	EA	\$23.00

HAND PROTECTION

14in Neoprene Gloves	PAIR	\$13.39
14in Nitrile Gloves	PAIR	\$13.39

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Regional Rate Sheet

Description	UOM	Price (USD)
Cotton Winter Glove Liners	PAIR	\$6.18
Cut Resistant Gloves	PAIR	\$30.00
Gloves - 12 in PVC	PAIR	\$11.33
Gloves - 18 in PVC	PAIR	\$12.46
Gloves - Leather	PAIR	\$8.24
Latex Gloxes	BOX	\$14.00
Puncture Resistant Gloves	PAIR	\$35.00
Silver Shield Gloves	PAIR	\$35.00
FOOT PROTECTION		
Disposable Boot Covers (Chicken Boots)	PAIR	\$12.88
Non Steel Toe Chest Waders - Purchased	PAIR	\$232.00
Steel Toe Hip Boots - Purchase	PAIR	\$165.00
Steel Toe Knee Boots	PAIR	\$82.00
HEAD / FACIAL PROTECTION		
16oz Eyewash	EA	\$23.00
Bottled Water / Stress Relief (Case)	CA	\$26.00
Earplugs	PAIR	\$1.98
Face/Splash Shield	EA	\$23.00
First Aid Kit, 25 Person	EA	\$85.00
DOT SHIPPING CONTAINERS		
1 Cubic Yard Supersac 13H2/Y/06	EA	\$84.00
10 Gal / 40 Litre Fiber Drum	EA	\$41.00
110 Gal Steel Drum, Reconditioned 1A2/Y400S	EA	\$469.00
16 Gal / 70 L Closed Poly Drum	EA	\$63.00
16 Gal / 70 L Poly Drum 1H2/Y56/S	EA	\$66.00
16 Gal Fiber Drum	EA	\$30.00
18x18x24in Nonhazardous Pathological Waste Box	EA	\$10.30
20 Gal / 80 Litre Fiber Drum	EA	\$35.00
20 Gal / 80 Litre Poly Drum (1H2/Y56/S)	EA	\$103.00
275G / 1100 L Poly TOTE, DOT Rated	EA	\$283.00
275G / 1100 L Recondition Poly TOTE, DOT Rated	EA	\$235.00

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Regional Rate Sheet

Description	UOM	Price (USD)
30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100	EA	\$80.00
30 Gal / 120 Litre Closed Steel Drum, New 1A1/Y1.6/200	EA	\$97.00
30 Gal / 120 Litre Closed Steel Drum, Reconded 1A1/Y1.4/100	EA	\$92.00
30 Gal / 120 Litre Fiber Drum 1G/X56/S	EA	\$53.00
30 Gal / 120 Litre Poly Drum 1H2/Y142/S	EA	\$87.00
30 Gal / 120 Litre Steel Drum, New 1A2/Y1.4/100	EA	\$114.00
30 Gal / 120 Litre Steel Drum, Reconditioned 1A2/Y1.2/100	EA	\$82.00
4ft Fluorescent Tube Box 4G/Y275	EA	\$26.00
5 Gal / 20 Litre Closed Poly Drum 1H1/Y1.8/170	EA	\$30.00
5 Gal / 20 Litre Closed Steel Drum 1A1/Y1.8/300	EA	\$35.00
5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	EA	\$23.00
5 Gal / 20 Litre Steel Drum 1A2/Y1.8/100	EA	\$35.00
5.5 Gal / 20 L Steel Drum 1A2/Y23/S	EA	\$23.00
55 G / 205 L Closed Steel Drum, Recon 1A1/Y1.4/100 (17-E)	EA	\$45.00
55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	EA	\$68.00
55 Gal / 205 L Stainless Steel Drum, Reconditioned	EA	\$260.00
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150	EA	\$103.00
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150, Recycled	EA	\$101.00
55 Gal / 205 Litre Closed Steel Drum, New 1A1/Y1.8/300	EA	\$100.00
55 Gal / 205 Litre Fiber Drum 1G/Y190/S	EA	\$58.00
55 Gal / 205 Litre Open Head Poly, Reconditioned Drum 1H2/Y2	EA	\$98.00
55 Gal / 205 Litre Poly Drum 1H2/Y237/S	EA	\$153.00
55 Gal / 205 Litre Steel Drum, New 1A2/Y1.5/100	EA	\$113.00
85 Gal / 320 Litre Steel Drum, New 1A2/X400/S	EA	\$237.00
85 Gal / 320 Litre Steel Drum, Recycled 1A2/X400/S	EA	\$201.00
8ft Fluorescent Tube Box 4G/Y275	EA	\$28.00
95 Gal Poly Drum 1H2/Y318/S (Overpack)	EA	\$278.00
95 Gal Poly Drum, Recycled 1H2/Y318/S (Overpack)	EA	\$276.00
Drum 15 Gal / 60 Litre Poly (1H2/Y1.8/100)	EA	\$73.00
Drum Liners	EA	\$23.00
Drum Rings/Bolts/Gaskets	EA	\$30.00
Dump Trailer Poly Liner	EA	\$99.00
Filter/Liner for Filter Box	EA	\$367.00

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Regional Rate Sheet

Description	UOM	Price (USD)
Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	EA	\$159.00
Flexbin, Cubic Yard Box for Non-Haz Waste	EA	\$103.00
Flexbin/Cubic Yard Box Liner	EA	\$30.00
Fluorescent Bulb Tubes, 4ft 100 bulb capacity	BOX2	\$63.00
Fluorescent Bulb Tubes, 8ft 100 bulb capacity	BOX2	\$91.00
Hazardous Waste Labels	EA	\$1.34
Labels - DOT	EA	\$1.55
Pathological Waste Bag	EA	\$6.28
Poly Bags, 6mil, per Roll	EA	\$175.00
Poly Sheet, 6mil 20ft x 100ft	EA	\$118.00
Rolloff Poly Liner	EA	\$80.00
Vacbox Liner/Bladder	EA	\$793.00
Waste Wrangler	EA	\$193.00
ABSORBENT MATERIALS		
Absorbent Boom, 3in x 4ft	EA	\$8.24
Absorbent Boom, 5in x 10ft x 4/Bale	BALE	\$159.00
Absorbent Boom, 8in x 10ft x 4/Bale	BALE	\$254.00
Absorbent Pad (101 Grade) 100/bale	BALE	\$131.00
Absorbent Roll, 38in x 144ft	EA	\$186.00
Absorbent Rug, 36in x 300ft	EA	\$309.00
Absorbent Sweep, 17in x 100ft	BALE	\$164.00
Activated Carbon for Water treatment systems	LBS	\$3.19
Corn Cob Absorbent 40lb / 18 kg bag	BAG	\$18.00
HGX Absorbent (Mercury absorbent)	LBS	\$21.00
Oil Snare, on a Line, 50ft	EA	\$100.00
Poly Absorbent, 20 lb / 23 kg	BAG	\$108.00
Rags, 50 lb / 23 kg	BOX	\$63.00
Speedi Dry	BAG	\$12.36
SPI Solidification Particulate (Oil Bond)	LBS	\$20.00
SPI Waterbond	LBS	\$16.00
Vermiculite 4 cuft	BAG	\$48.00

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Regional Rate Sheet

Description	UOM	Price (USD)
DEGREASERS & NEUTRALIZING AGENTS		
142 Solvent	GAL	\$11.33
Antifreeze, Concentrate	GAL	\$5.97
Antiviral Disinfectant Solution	GAL	\$46.00
Capsur	GAL	\$175.00
Cirtic Acid Solution, 15%	GAL	\$7.21
Citrus Cleaner Degreaser	GAL	\$63.00
Hydrated Lime, 50 lb / 23 kg	BAG	\$8.24
Hydrochloric Acid	LBS	\$3.71
Penetone Degreaser	GAL	\$34.00
Pink Stuff Degreaser	GAL	\$23.00
Simple Green Degreaser	GAL	\$35.00
Soda Ash, 100 lb / 45 kg	BAG	\$54.00
Sodium bisulfate 50 lb / 23 kg	BAG	\$125.00
Sodium Hypochlorite, 15% (Bleach)	GAL	\$9.27
SAMPLING AND LAB SUPPLIES		
8oz Sample Jars	EA	\$14.42
CHLOR'N'OIL Test Kit 0-50ppm PCB	EA	\$40.00
CHLOR-D-TECT 4000 Test Kit (Halogens)	EA	\$30.00
Draeger Tube	EA	\$30.00
pH Paper, 1-14/Roll	EA	\$18.00
Sample Tube	EA	\$18.00
MARINE EQUIPMENT		
1/2in Nylon Rope	FT	\$1.03
1/2in Poly Rope	FT	\$0.52
1/8in Poly Rope	FT	\$0.41
3/8in Unguarded Galvanized Chain	FT	\$7.21
Anchor, 18Lb	EA	\$141.00
PFD Deck Suit	EA	\$696.00
PFD Safety Light	EA	\$30.00

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Regional Rate Sheet

Description	UOM	Price (USD)
HAND TOOL/CONSTRUCTION ACCESSORIES		
16in Street Broom	EA	\$36.00
24in Floor Broom	EA	\$36.00
3 Gal Pump Spray Bottle	EA	\$56.00
3/8in Manilla Rope	FT	\$0.52
3/8in Manilla Rope Coil, 600ft	EA	\$170.00
3in Long Handle Scraper	EA	\$24.00
3in Scraper	EA	\$15.00
Caution Tape/Roll	EA	\$58.00
Chemical Tape/Roll	EA	\$53.00
Deck/Scrub Brush	EA	\$19.00
Disposable Hand Pump/Syphon Pump	EA	\$35.00
Duct Tape/Roll	EA	\$12.36
Extension Cord, 50ft	EA	\$58.00
Fence Stakes	EA	\$9.37
Fence, Slit 100ft	EA	\$147.00
Flat Shovel	EA	\$33.00
Garden Hoe	EA	\$31.00
Garden Rake	EA	\$31.00
Pitch Fork	EA	\$103.00
Plastic Shovel	EA	\$57.00
Sawzall Blade	EA	\$35.00
Shrink Wrap	ROL	\$49.00
Snow Fence/Safety Fence, 100ft	EA	\$79.00
Spaded Shovel	EA	\$36.00
Squeegee	EA	\$38.00
WASTE MATERIAL APPROVAL		
Profile Approval Fee (No Sample)	EA	\$75.00
Sample & Profile Approval Fee	EA	\$150.00
MISCELLANEOUS		
Acetylene Bottle	EA	\$46.00

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Regional Rate Sheet

Description	UOM	Price (USD)
Breathing Air Bottle Refill	EA	\$31.00
Collection Jar for Mercury Vacuum	EA	\$45.00
Filter Bags - 25 Micron Nominal	EA	\$9.27
Filtration Bag for Mercury Vacuum	EA	\$30.00
Hand Cleaner	EA	\$34.00
Misc. Handtools	DAY	\$50.00
Rolloff Bow	EA	\$43.00
Rolloff Tarp	EA	\$431.00

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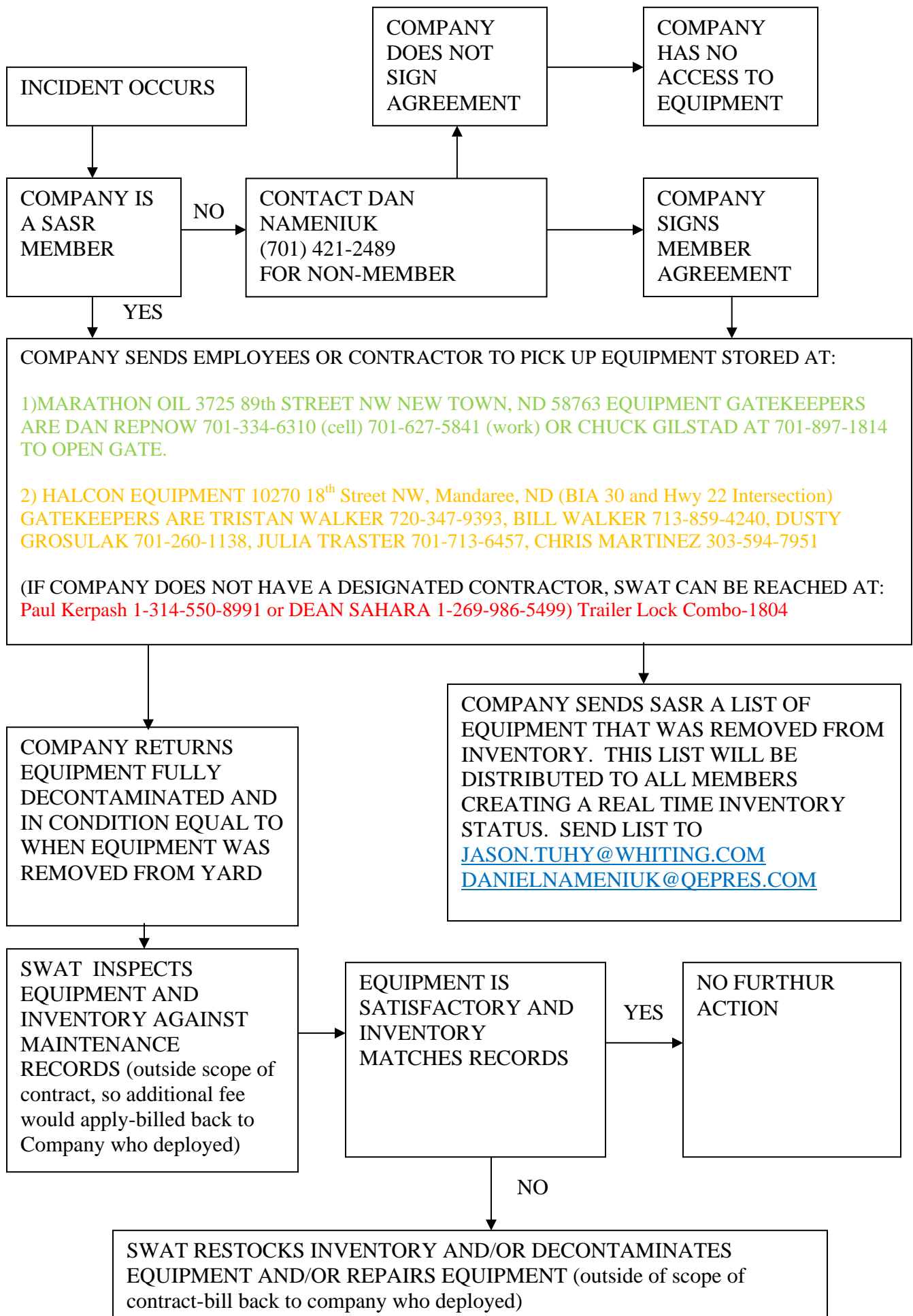
Regional Rate Sheet

NOTES:

- 1) All labor, equipment, materials and services outlined in this Schedule of Rates will be invoiced at the rates listed, regardless of Clean Harbors' method of acquisition. Any items not described in this Schedule of Rates which are acquired by Clean Harbors shall be invoiced at Clean Harbors' cost plus a markup of thirty-five percent (35%). (Unless otherwise specified, these rates are not valid for response to Infectious Agents/Biologicals.) The Schedule of Rates includes the cost of Clean Harbors' basic medical monitoring program. Any special medical monitoring required by the client or the nature of the work will be added to the project scope and the client will be invoiced at cost plus a markup listed above.
- 2) Lodging and subsistence for Clean Harbors personnel and our subcontractors in the field are included in a per diem charge per person per day when working more than 30 miles from the employee's normal operations center and when overnight accommodations are required. The rate is outlined in the labor section of this document. When overnight accommodations are not required but work exceeds 12 hours, \$40.00 per day per person may apply to cover meals and incidentals.
- 3) At its sole discretion, Clean Harbors will determine the level of protection required for each project. Level A, B, C or D personal protection and safety packages will be invoiced at the rates shown in the Schedule of Rates.
- 4) Clean Harbors' personnel and equipment will be charged portal-to-portal (mobilization and demobilization included). Services provided prior, during and/or subsequent to actual project site activities will also be charged at the Hourly Rate. This includes, but is not limited to, time taken by personnel to decontaminate and re-don protective clothing and equipment that is billed as part of the project.
- 5) Clean Harbors' normal employee workday is 7:00 am to 3:30 pm, Monday through Friday. Other work hours must be agreed to in writing in advance. No more than eight (8) hours of straight time will be billed for one person for one day. All time will be based upon a 24 hour day.
- 6) All hours worked in excess of eight (8) hours in the normal workday, as described above, as well as all hours worked all day Saturday are considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel.
- 7) Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel. Holidays are the legally observed United States Federal Holidays plus the day after Thanksgiving. When local laws or regulations recognize additional holidays or when local laws or regulations define premium hours in excess of this definition, Clean Harbors will invoice in accordance with local laws or regulations.
- 8) All emergency call-outs (i.e., less than 24-hour notice) will be subject to a minimum four (4) hour response charge or \$2000.00 minimum charge, whichever is greater. Minimum charges do not apply to Transportation and Disposal.
- 9) Charges for Safety Plans are assessed on all projects involving OSHA regulated substances or when required by the Customer or other Agency. In some instances a Site Safety Officer charge will apply per hour to create and administer the Safety Plan.
- 10) A variable Energy and Security Recovery Fee (that fluctuates with the DOE national average diesel price), will be applied to the total invoice, excluding sales tax.
- 11) Unless specifically notated, these rates do not apply to any projects with Prevailing Wage requirements. Any Prevailing Wage rates will be negotiated on a case-by-case basis.
- 12) Equipment billed on an hourly basis will be billed a minimum of four hours upon activation. For equipment with only Daily Rates, a day will be charged up to 12 hours. No more than 2 Daily Rates will apply per calendar day. For boats and other marine equipment, Daily Rates will apply regardless of the hours used per day.
- 13) Unless specifically notated in the equipment description, all equipment rates are un-operated.
- 14) All waste disposal from project and or response activities will be charged additionally to the rates lists herein. A Waste Document Preparation Fee of \$125 per day will apply to any work generating waste. The fee includes labels, manifests/bills of lading and profiles.
- 15) Standby charges will be negotiated on a case-by-case basis.
- 16) Clean Harbors guarantees to hold prices firm for 60 days.

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SASR Equipment Callout Procedures



****NOTE: MARATHON GATEKEEPERS HAVE ACCESS TO ALL TRAILER PADLOCK KEYS AND BOAT IGNITION KEYS AND WILL PROVIDE KEYS AT TIME OF EQUIPMENT CHECKOUT.**

	A	B	C	D	E	F	G	H	I	J	K	L
1	NUMBER	Company	Address	City	State	Trailer Name	LATITUDE	LONGITUDE				
2	1	Tesoro Great Plains Gathering and Marketing LLC	1918 Spring Creek Road	Watford City	ND	8' x 20' Spill Response trailer and separate 1000' Boom trailer	47.690264	103.276092				
3	2	Tesoro Great Plains Gathering and Marketing LLC	12664 Highway 200	Grassy Butt	ND	1000' Boom trailer	47.341200	-103.177700				
4	3	Tesoro Great Plains Gathering and Marketing LLC	10729 Highway 73	KEENE	ND	8' x 20' Spill Response trailer	47.805895	-102.884625				
5	4	ND Land Holdings LLC	3726 135TH AVE SW	BELFIELD	ND	FRYBURG RAIL TERMINAL	46.872340	-103.282988				
6	5	BELLE FOURCHE PIPELINE	301 E. Hwy 10	Belfield	ND	BELLE FOURCHE DICKINSON STATION	46.891101	-103.196341				
7	6	BRIDGER PIPELINE LLC	8035 HWY 2	STANLEY	ND	BRIDGER STANLEY STATION	48.307554	-102.369971				
8	7	BRIDGER PIPELINE LLC	1.8 MILES W. INTERSECTION HWY 23 & HWY 8	VAN HOOK	ND	BRIDGER VAN HOOK TRAILER	47.976964	-102.383127				
9	8	Continental Resources, Inc.	SEC 2, TWP 152N, RNG 094W	New Town	ND	Burr Trailer	48.040930	-102.588060				
10	9	Continental Resources, Inc.	SEC 6, TWP 153N, RNG 101W	Williston	ND	Atlanta Trailer	48.109320	-103.727590				
11	10	Continental Resources, Inc.	SEC 6, TWP 153N, RNG 93W	New Town	ND	Jersey Trailer	48.105420	-102.680430				
12	11	Continental Resources, Inc.	SEC 14, TWP 152N, RNG 100W	Williston	ND	Florida/Alpha Trailer	47.984420	-103.446980				
13	12	Continental Resources, Inc.	SEC 2, TWP 152N, RNG 094W	New Town	ND	Mack Trailer	48.023100	-102.679210				
14	13	Continental Resources, Inc.	SEC 4, TWP 152N, RNG 100W	Williston	ND	Anderson Trailer	48.023700	-103.493680				
15	14	ENBRIDGE	WILLISTON YARD	WILLISTON	ND	ENBRIDGE TRAILERS	48.139578	-103.721518				
16	15	ENBRIDGE	MINOT TERMINAL	MINOT	ND	ENBRIDGE TRAILERS	48.124049	-101.254429				
17	16	ENBRIDGE	GRAND FORKS YARD	GRAND FORKS	ND	ENBRIDGE TRAILERS	47.924991	-97.032776				
18	17	ENBRIDGE	STANLEY TERMINAL	STANLEY	ND	ENBRIDGE TRAILERS	48.304527	-102.371485				
19	18	HALCON RESOURCES	14092 49th St NW Unit B	Williston	ND	HK WILLIAMS CO SPILL TRAILER	48.464590	-103.625760				
20	19	HALCON RESOURCES	SW CORNER OF THE INTX CR 53/BIA 30 AND HWY 22	MANDAREE	ND	HK FBIR SPILL TRAILER	47.673220	-102.728560				*colocated with SASR Produced Water Spill T
21	20	HESS CORPORATION R	1.8 MILES W. INTERSECTION HWY 23 & HWY 1806	KEENE	ND	HESS CORPORATION TRAILER	47.976594	-102.916758				
22	21	HESS CORPORATION RAIL	.50 MILE N INTERSECTION 105TH AVE NW AND 67TH ST NW	TIOGA	ND	HESS CORPORATION RAIL TRAILER	48.393109	-102.955844				
23	22	HESS CORPORATION YARD	.15 MILE E INTERSECTION HWY 40 & 68TH ST NW	TIOGA	ND	HESS CORPORATION YARD TRAILER	48.400827	-102.925866				
24	23	MARATHON OIL	AT MARATHON OFFICE	DUNN CENTER	ND	SR TRAILER 7	47.355348	-102.620426				
25	24	MARATHON OIL	AT MARATHON OFFICE	DUNN CENTER	ND	SR TRAILER 9	47.949961	-102.495132				
26	25	MARATHON OIL	RIG TRAILER LAKE SAKAKAWEA AREA CALL FOR LOCATION	FLOAT TRAILER	ND	SR TRAILER 1	47.897064	-102.543871				
27	26	MARATHON OIL	RIG TRAILER LAKE SAKAKAWEA AREA CALL FOR LOCATION	FLOAT TRAILER	ND	SR TRAILER 2	47.896052	-102.509966				
28	27	MARATHON OIL	RIG TRAILER LAKE SAKAKAWEA AREA CALL FOR LOCATION	FLOAT TRAILER	ND	SR TRAILER 3	47.868710	-102.483249				
29	28	MARATHON OIL	AT MARATHON OFFICE	DUNN CENTER	ND	SR CONNEX STORAGE CONTAINER	47.355348	-102.620426				
30	29	MARATHON OIL	AT MARATHON OFFICE	DUNN CENTER	ND	SR CONNEX STORAGE CONTAINER	47.355348	-102.620426				
31	30	MARATHON OIL	AT MARATHON OFFICE	NEW TOWN	ND	SR CONNEX STORAGE CONTAINER	47.950013	-102.494775				
32	31	MARATHON OIL	AT MARATHON OFFICE	NEW TOWN	ND	SR CONNEX STORAGE CONTAINER	47.950026	-102.494314				
33	32	MARATHON OIL	RIG TRAILER LAKE SAKAKAWEA AREA CALL FOR LOCATION	FLOAT TRAILER	ND	SR TRAILER 4	47.869318	-102.516620				
34	33	MARATHON OIL	RIG TRAILER LAKE SAKAKAWEA AREA CALL FOR LOCATION	FLOAT TRAILER	ND	SR TRAILER 5	47.871795	-102.550398				
35	34	MARATHON OIL	RIG TRAILER LAKE SAKAKAWEA AREA CALL FOR LOCATION	FLOAT TRAILER	ND	SR TRAILER 6	47.894626	-102.480808				
36	35	MARATHON OIL	AT MARATHON OFFICE	DUNN CENTER	ND	SR TRAILER 8	47.355348	-102.620426				
37	36	SLAWSON EXPLORATION	1.8 MILES E. INTERSECTION HWY 23 & HWY 1804	NEW TOWN	ND	SPILL TRAILER	47.978775	-102.455112				
38	37	WHITING PETROLEUM	701 4th Ave NW	Watford City	ND	Watford City Trailer	47.803122	103.292406				
39	38	WHITING PETROLEUM	528 21ST W SUITE E	DICKINSON	ND	Dickinson Trailer	46.906356	102.792347				
40	39	WHITING PETROLEUM	5485 Highway 85 North	WILLISTON	ND	Williston Trailer	48.209897	103.629133				
41	40	WHITING PETROLEUM	4499 HWY 8	NEW TOWN	ND	Robinson Lake Trailer	48.065983	102.356075				
42	41	WPX ENERGY	2 MILES E INTERSECTION 96TH AVE NW & 17TH ST NW	NEW TOWN	ND	WICKER 34-27H	47.674923	-102.569790				
43	42	WPX ENERGY	28TH ST NW & 87TH AVE NW INTERSECTION	NEW TOWN	ND	BRUNSELL 16-9H	47.819687	-102.450929				
44	43	WPX ENERGY	.40 MILE N INTERSECTION HWY 22 & HWY 73	NEW TOWN	ND	KYW 27-34H	47.787107	-102.705923				
45	44	WPX ENERGY	.30 MILES W INTERSECTION 18TH ST NW & HWY 22 AKA BIA 30	NEW TOWN	ND	TAT 2-1H	47.673293	-102.724897				
46	45	WPX ENERGY	1.5 MILES N 93RD AVE & 20TH ST NW INTERSECTION AKA BIA 12	MANDAREE	ND	MANDAREE STORAGE YARD / COMM CENTER	47.720449	-102.584290				
47	46	WPX ENERGY	1.5 MILES E INTERSECTION 12TH ST NW & 92 AVE NW AKA BIA 17	MANDAREE	ND	TRI UNIT PRODUCTION PAD	47.594699	-102.464896				
48	47	SASR Trailer 1	AT MARATHON OFFICE 8502 37TH STREET NW	NEW TOWN	ND	SASR SPILL TRAILER 1	47.949653	102.497881				
49	48	SASR Trailer 2	AT MARATHON OFFICE 8502 37TH STREET NW	NEW TOWN	ND	SASR SPILL TRAILER 2	47.949653	102.497881				
50	49	SASR Trailer 3	AT HALCON LOCATION -10270 18TH STREET NW	MANDAREE	ND	SASR SPILL TRAILER 3	47.673467	102.729322				
51	50	QEP ENERGY	BULLWINKLE PAD 6-9D	MANDAREE	ND	SPILL TRAILER	47.741691	-102.460878				
52	51	QEP ENERGY	INDY 10 PAD 16-31B	MANDAREE	ND	SPILL TRAILER	47.761996	-102.365627				
53	52	QEP ENERGY	DODGER FACILITY PAD	MANDAREE	ND	SPILL TRAILER	47.595643	-102.455256				
54	53	QEP ENERGY	PATSEY/LAWLER FACILITY PAD	WATFORD CITY	ND	SPILL TRAILER	47.758655	-102.859122				
55	54	QEP ENERGY	QEP PARSHALL OFFICE	PARSHALL	ND	SPILL TRAILER	47.959450	-102.128112				
56	55	ENERPLUS RESOURCES	ENERPLUS OWLS PAD - WEST LOOP OF BIA 17	MANDAREE	ND	STATIONARY TRAILER	47.557003	-102.592125				
57	56	OASIS PETROLEUM	At OASIS FIELD OFFICE 9158 HWY 50	POWERS LAKE	ND	SPILL TRAILER	48.572530	-102.730305				
58	57	OASIS PETROLEUM	AT OASIS FIELD OFFICE 6205 16th Ave W	WILLISTON	ND	SPILL TRAILER	48.203297	-103.649131				
59	58	OASIS PETROLEUM	AT OASIS FIELD OFFICE 14331 29th ST SW	ALEXANDER	ND	SPILL TRAILER	47.836264	-103.654460				

<u>Member Company</u>	<u>Primary Contact</u>	<u>Secondary Contact</u>	<u>Tertiary Contact</u>	<u>Comments</u>
Bridger Pipeline	Don Clark	Jim Hill	Bob Dundas	
Belle Fourche Pipeline	(701) 260-2278	(701) 570-0120	(307) 247-3702	
WPX Energy	Jim Raley (701) 389-1095 (c)	Bob Raup (701) 764-7314 (o) (701) 310-5194 (c)	Teresa Van Deusen (701) 764-7316 (o) (701) 500-2619 (c)	
Continental Resources	Todd Senescall 406.941-2529	Tim Butts 605-641-5804		Killdeer Office
	Shane Knuchel (701) 641-2637	Dave Ruffie 701.580.0079		Tioga Office
	Nate Stanhope (406) 941-0212	Scott Leonard 1-406-478-0390	Stacy Aguirre 406.478.4450	Sidney Office
Marathon Oil	Jacob Parker 701.456.7515 307.699.5304	Jeff Parker 701.456.7502		
Hess	Wes Frisco 701-641-2194	Troy Brunsell 701-641-0450		
Whiting Petroleum	James Dobrovolny 701-216-0279	Tara Swegarden 701-421-5449	Jason Tuhy 701-290-3562	New Town
	Kevin Schuster 701-264-0186	Ethan Sides 701-290-3884	Jason Tuhy 701-290-3562	Dickinson
	Tom Kalberer 701-897-2044	Peter Juarez 701-339-0047	Jason Tuhy 701-290-3562	Williston
	Darius Frick 701-290-0964	Chris Fenstermaker 701-570-2402	Jason Tuhy 701-290-3562	Watford City
Slawson Petroleum	Byron Frueh 303-524-4783	Brad Holyoak 307-680-1476	Eric Sundberg 303-396-2494	New Town
Enbridge Pipeline	Kevin Gault 701-857-0880 (o) 701-720-2768 (c)	Art Haskins 701-857-0938 (o) 701-389-8468 (c)		
Halcon Resources	Tristan Walker 720-446-1046 (o) 720-347-9393 (c)	Chris Martinez 303-802-5541 303-594-7951	Julia Traster 701-759-6711 701-713-6457	
QEP Energy	Daniel Nameniuk 701-421-2489 cell 701-862-5401 office	Mikal Schwindt 701-898-8094 cell 701-862-5402 office	Mike Miller 303-928-9127 cell 303-405-6649 office	
Tesoro Great Plains	Mike Hutton 701-300-0139 cell 701-575-2220 office ext.101	Ryan Bebee 701-204-3633 cell		
Enerplus Resources	Scott Mason 720-237-5995 cell 720-279-5995 office	Earl MacKay 701-335-9352 cell 701-675-8301	Josh Ruffo 701-421-6896 cell	

**LIMITED LIABILITY COMPANY AGREEMENT
OF
SAKAKAWEA AREA SPILL RESPONSE LLC**

THIS LIMITED LIABILITY COMPANY AGREEMENT (the "Agreement"), pursuant to Section 18-101(7) of the Act, is entered into as of September 19, 2011 by and among Sakakawea Area Spill Response LLC, a Delaware limited liability company (the "Company"), and various entities who are Eligible Parties and who are members of the Company and listed in Exhibit A attached hereto, and such other entities as are hereafter properly admitted as members of the Company (collectively, the "Members").

ARTICLE I
DEFINITIONS

1.1 Definitions. The words and phrases set forth below shall have the following meanings as used in this Agreement:

- (a) **"Act"** - The Delaware Limited Liability Company Act, Delaware Code Annotated, Title 6, Section 18-101, *et seq.*, as amended from time to time, and any reference to a specific provision of the Act shall be deemed to include any future corresponding provision of the Act.
- (b) **"Affected Member"** - A Member whose Facility is the source of Oil giving rise to an Oil Spill Emergency.
- (c) **"Area of Interest"** - The Williston Basin Area of eastern Montana and western North Dakota; more specifically the northern boundary extending east and west from and including the northern boundary of Williams County, North Dakota, (NW Corner 48°39'25.70"N,104°47'59.16"W) east to a line running north and south (NE Corner 48°39'40.44"N,100°51'18.89"W) west to a line running north and south (SW Corner 45°56'8.13"N,104°47'59.38"W) and then south to a line running east and west (SE Corner 45°56'51.62"N,100°53'20.04"W).
- (d) **"Capital Account"** - The account maintained for each Member pursuant to Section 7.1.
- (e) **"Code"** - The Internal Revenue Code of 1986, as amended from time to time, and any reference to a specific provision of the Code shall be deemed to include any future corresponding provision of the Code.
- (f) **"Company Equipment"** - Equipment and materials owned, and to which title is held, by the Company.
- (g) **"Designated Government Agency"** - The U.S. Army Corps of Engineers (USACE), U.S. Department of Interior, Bureau of Land Management (BLM),

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U.S. Department of Interior, Bureau of Indian Affairs (BIA), U.S. Coast Guard (USCG), U.S. Environmental Protection Agency (USEPA), or other government agency having jurisdiction over environmental issues within the Area of Interest.

- (h) **“Distributable Cash”** – The amount of cash available in a given period for distribution to the Members as may be determined by the Managers from time to time.
- (i) **“Eligible Parties”** - Parties operating one or more Facility.
- (j) **“Facility”** - Any well, refinery, terminal, pipeline or other fixed facility for the handling, storing, transporting, manufacturing or exploration/production of Oil in the Area of Interest.
- (j) **“Fiscal Year”** - The Company’s fiscal year, which shall be the calendar year.
- (k) **“Majority in Interest”** - More than fifty percent (50%) of the Membership Interests.
- (l) **“Membership Interest”** - As to any Member, (1) the Member’s entire interest in the Company, including the Member’s economic interest in Company capital, tax profits, tax losses and distributions, (2) the Member’s right to participate in the management of the Company, and (3) all other rights and obligations accorded to the Member under this Agreement or the Act. As to any assignee of a Member who is not admitted as a substitute Member, the assignee’s economic interest in Company capital, tax profits, tax losses and distributions, without any right to participate in the management of the Company or to vote on, consent to or otherwise participate in any decision of the Members or the Managers.
- (m) **“Member Group”** - Any two or more Members who are affiliates or related entities.
- (o) **“Officers”** - The President, Vice-President, Secretary/Treasurer and any other persons designated Officers by affirmative vote of a majority of the Managers and having such duties as may be approved by the Managers.
- (o) **“Oil”** - Petroleum or petroleum products or related hydrocarbons.
- (p) **“Oil Spill Emergency”** - An emergency created by the escape or release of Oil from its containment.
- (q) **“Regulations”** - The income tax regulations promulgated under the Code, as amended from time to time, and any reference to a specific provision of the Regulations shall be deemed to include any future corresponding provision of the Regulations.

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Certain other words and phrases are defined by the context in which they appear in the Agreement and those words and phrases shall have the same meaning where they elsewhere appear in the Agreement.

ARTICLE II **FORMATION OF THE COMPANY**

2.1 Formation. The Company was formed on September 19, 2011, upon the filing of the Certificate of Formation of the Company with the Delaware Secretary of State. The Members hereby admit each other and associate themselves together as Members of the Company upon the terms and conditions set forth in this Agreement. In the event of a conflict between the terms and conditions of this Agreement and of the Act, the terms and conditions of this Agreement shall control to the extent permitted under the Act.

2.2 Effective Date. This Agreement shall be effective as of the date of filing of the Certificate of Formation of the Company.

2.3 Purposes and Powers. The business of the Company shall be for general business purposes, including without limitation owning, maintaining, and making available equipment, response locations, information, and response equipment training for the purpose of allowing Members to respond to Oil Spill Emergencies.

2.4 Principal Place of Business. The Company may locate its place of business and registered office at such place or places as the Officers may from time to time deem advisable.

2.5 Registered Office. The registered office of the Company shall be the office of the initial registered agent named in the Certificate of Formation or such other office (which need not be a place of business of the Company) as the Managers may designate from time to time in the manner provided by the Act and applicable law.

2.6 Registered Agent. The registered agent for service of process on the Company in the State of Delaware shall be the initial registered agent named in the Certificate of Formation or such other person or persons as the Managers may designate from time to time in the manner provided by the Act and applicable law.

2.7 Foreign Jurisdiction. The Company is authorized to conduct business in any foreign jurisdiction as necessary to carry out the purpose of this Agreement.

ARTICLE III **MEMBERSHIP**

3.1 Initial Members. A list of the Members of the Company as of the date of this Agreement is attached as Exhibit A hereto.

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3.2 Founding Members. Members that joined the Company prior to January 1, 2012 are designated a "Founding Member." Founding Members and the initial capital contributions of each Founding Member shall be as designated in Exhibit A hereto.

3.3 New Members. Eligible non-Members may be approved for admission to the Company by the Managers pursuant to Section 4.2 and shall become Members upon becoming parties to this Agreement. Each new Member that is not a Founding Member shall:

- (a) upon joining pay (i) a membership fee of \$5,000 and (ii) an amount equal to such new Member's ratable share of total aggregate capital calls by the Company for all Members prior to the date of membership for such new Member less \$5,000; and
- (b) thereafter contribute its ratable share of costs and expenses in accordance with Section 6.2 hereof.

Each new member that is not a Founding Member and who is joining pursuant to Section 13.1 (i) of Article XIII, Assistance To Non-Members, after experiencing an Oil Spill Emergency shall:

- (a) upon joining pay (i) a membership fee of \$5,000, (ii) pay a non-member assistance fee of \$50,000 and (iii) pay an amount equal to such new Member's ratable share of total aggregate capital calls by the Company for all Members prior to the date of membership for such new Member less \$5,000; and
- (b) thereafter contribute its ratable share of costs and expenses in accordance with Section 6.2 hereof.

3.4 Withdrawal of Member. Any Member may, on thirty (30) days written notice to the President, with copies to all Managers, withdraw from the Company; provided, however, such withdrawal shall not extinguish any liability of the withdrawing Member for its ratable share of Company costs and expenses incurred prior to the effective date of withdrawal. Members who elect to withdraw from the Company shall conclusively be deemed to have relinquished their Membership Interest and any positive capital account balance of the withdrawing Member shall become the property of the Company and thereafter the withdrawing Member will have no further interest in its relinquished Membership Interest, its capital account, the Company Equipment or any other assets owned by the Company. Should a Member have a negative capital account at the time of withdrawal, such member shall restore its capital account to zero as a condition precedent to withdrawal. Upon such withdrawal the remaining Members' respective Membership Interests in the Company shall be adjusted to reflect the relinquishment of the withdrawing Member's Membership Interest to the Company. The withdrawing Member shall execute any additional documents that the President may deem desirable to confirm such waiver and assignment, unless other arrangements are approved by the Managers.

3.5 Transfer of Membership. Any Member may, upon being acquired by another legal entity, transfer its Membership Interest to the acquiring entity.

3.6 Amendment of Exhibit A. The President shall amend Exhibit A hereto to reflect the admission to, or withdrawal from, the Company of any Member, as required.

ARTICLE IV
MANAGEMENT

4.1 Management of Company Affairs. The business and affairs of the Company shall be exclusively conducted by a board of managers to which one (1) authorized legal representative shall be appointed by each Member (collectively, the "Managers"). Each Member may also designate an alternate ("Alternate") to serve in place of its Manager if required. To the extent that any Alternate acts in the place of a Manager, such Alternate shall, for the purposes of this Agreement, be considered a Manager, but together the Manager and his/her Alternate shall have only one (1) vote.

4.2 Voting. Each Manager shall have one (1) vote on each matter required by this Agreement or by non-waivable provisions of the Act to be voted on by the Managers. All decisions of the Managers shall be made by majority vote to be effective.

4.3 Indemnification. The Company shall indemnify, defend and hold harmless each Manager and Officer from and against all claims, losses, demands, damages and actions which each Manager and Officer may suffer or which may be brought against a Manager or Officer by reason of, or which may be attributable to or arise out of, any act or omission by a Manager or Officer to the fullest extent permissible under the Act.

4.4 Meetings. The Managers shall hold one annual meeting each year (the "Annual Meeting"), which Annual Meeting shall be scheduled no later than the date that is three (3) months following the expiration of each calendar year by the President. In addition to the Annual Meeting, the Managers may schedule additional meetings as warranted during the course of each calendar year. The Secretary shall give at least ten (10) days' written or electronic notice of the Annual Meeting or any other scheduled meeting of the Managers. Quorum for the Annual Meeting and any other scheduled meeting shall be at least seventy five percent (75%) of the Managers. The quorum may be established by the presence of Managers attending in person or by telephone, video conference, or other electronic means, provided all persons participating in the meeting can hear one another.

4.5 Initial Meeting. The organizational meeting of the Company shall be deemed to be the first Annual Meeting of the Company. At the organizational meeting, the Managers shall elect Officers from among themselves, consisting of a President, a Vice-President, and a Secretary/Treasurer, who shall each serve for a term of three (3) years or until the Annual Meeting nearest to the expiration of the three (3) year term. The Vice-President shall succeed the President for the subsequent three (3) year term, and a new Vice-President shall be elected for a three (3) year term. The President and Vice-President may not be from the same Member Group, and the newly elected Vice-President may not be from the same Member Group as the outgoing President. If the President is removed, resigns, or ceases to be a Manager, the

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incumbent Vice-President shall assume the office of President. In the event the Vice President is removed, resigns or is no longer a Manager, an election for the new Vice-President from among the remaining Managers shall be conducted at a special meeting of the Managers to be held not more than ninety (90) days after the effective date of the resignation, removal or cessation as a Manager of the Vice President. If the Secretary/Treasurer is removed, resigns or ceases to be a Manager during his/her respective term, then the remaining Managers shall elect a new Secretary/Treasurer to fill the remaining term at a special meeting of the Managers to be held not more than ninety (90) days after the effective date of the removal, resignation or cessation of status as a Manager of the Secretary/Treasurer, as the case may be.

4.6 Conduct of Meetings. The President shall preside over the meetings of the Managers following Roberts Rules of Order, and perform such other duties and exercise such discretion as set forth herein or as otherwise directed by the Managers. If the President is not available then the Vice President shall preside over the meetings of the Managers.

4.7 Banking. The Company may open and maintain one (1) or more checking and savings account(s) for the purchase of Company Equipment, and to pay operating expenses in furtherance of the Company's business. The Secretary/Treasurer shall follow generally accepted accounting principles in the control and management of any such account(s). The signature of the Secretary/Treasurer and one (1) additional Officer shall be required on all checks for more than five thousand dollars (\$5,000).

4.8 Additional Classes of Members; Loans. The Managers are authorized to create additional classes or groups of members and issue membership interests in such classes or groups having such relative rights, powers and duties as the Managers may grant, provided that the rights and powers of such additional membership interests shall not adversely and materially affect the rights of the Members. The Managers may authorize the Company to issue debt or other securities to Members under commercially reasonable terms and for a valid business reason, provided the rights of the Members are not materially and adversely affected

4.9 Emergency Meetings. In addition to any regularly scheduled meetings, any Manager or the President may call emergency meetings to address Oil Spill Emergencies ("Emergency Meetings") on such notice, written or verbal, as may be reasonably feasible. Quorum for such meetings shall be sixty percent (60%) of the Managers, and such meetings may be conducted in person or by telephone, email or other readily available electronic means.

4.10 Managers. As part of their regular function, the Managers shall:

- (a) research information regarding different types of equipment and materials and Oil containment and recovery techniques;
- (b) recommend the purchase of certain equipment or materials as Company Equipment;

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- (c) consider and recommend appropriate methods of transporting, handling, storing and maintaining the Company Equipment;
- (d) consider and recommend annual Member training, and mutual aide exercises, and other activities as considered beneficial to the Company; and
- (e) develop such other information, procedures or recommendations as they consider necessary for the Company to function effectively.

4.11 Fiduciary Duties of Managers. The Managers shall have and be limited to such duties to the Members and the Company as are attributed to a director of a Delaware corporation.

4.12 Government Donations and Grants. If approved by the Managers, the Company may accept donations or grants from government agencies.

4.13 Tax Matters Member. One of the Managers, designated by a Majority in Interest, shall serve as the "tax matters member" for the Company.

4.14 Written Action. Any decision or action required to be made or taken by the Managers may be made or taken without a meeting if a consent in writing, setting forth the decision so made or action so taken, is signed by Managers having the requisite votes. Prompt notice of the taking of action without a meeting by less than unanimous consent of the Managers shall be given to all Managers who did not consent in writing to such action being taken.

4.15 Actions Requiring Member Approval. Notwithstanding any other provision of this Agreement, the Company may not take any action (whether by the Managers or otherwise) in connection with any of the following matters without the written consent or the affirmative vote of a Majority in Interest at a duly held meeting of Members:

- (a) Any action that is inconsistent with the purposes of the Company;
- (b) Any act in contravention of this Agreement;
- (c) Confession of a judgment against the Company;
- (d) Any sale of substantially all of the assets of the Company, or any sale of assets of the Company that involves total consideration in excess of \$25,000.00;
- (e) Incurring indebtedness in excess of \$25,000.00;
- (f) Any capital expenditure in excess of \$25,000.00;
- (g) Any transaction to liquidate or dissolve the Company; or
- (h) Any transaction by the Company to merge or consolidate with another entity.

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Unless authorized to do so by the Managers, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it financially liable for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Managers to act as an agent of the Company.

4.16 Books and Records. The Company shall keep or cause to be kept complete and accurate books of account and records of the Company's affairs. The books of account and records, together with a copy of this Agreement and any amendments hereto, shall at all times be maintained at the principal office of the Company. Any Member or any Member's authorized representative shall have the right at any time to inspect and copy from the books, records and other documents regarding the Company or its affairs during normal business hours upon reasonable notice to the Company at such Member's own expense.

4.17 Returns and Other Elections. The President or tax matters member shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Fiscal Year.

ARTICLE V **RIGHTS AND OBLIGATIONS OF MEMBERS**

5.1 No Liability of Members. The Members, individually and collectively, shall under no circumstances be liable under a judgment, decree or order of a court, or in any manner, for a debt, obligation or liability of the Company, whether by indemnification, contribution, or otherwise.

5.2 Manner of Acting. Except as otherwise provided in this Agreement or by non-waivable provisions of the Act, all decisions and actions required to be made or taken by the Members shall be made or taken upon the affirmative vote of a Majority in Interest.

5.3 Meetings. A meeting of the Members may be called at any time by the the President or any Member upon ten days' prior notice to the other Members or upon a waiver of notice by all of the Members. Meetings of the Members shall be held at the principal office of the Company or at any other location agreed to by all of the Members. Members may participate in any meeting of the Members by means of a conference telephone or similar communications equipment, provided all persons participating in the meeting can hear one another.

5.4. Written Action. Any decision or action required or permitted to be made or taken by the Members may be made or taken without a meeting if a consent in writing, setting forth the decision so made or action so taken, is signed by Members having the requisite votes. Prompt notice of the taking of action without a meeting by less than unanimous consent of the

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Members shall be given to all Members who did not consent in writing to such action being taken.

5.5 Waiver of Partition. Each Member hereby waives any right to seek a court decree of dissolution or partition or to seek the appointment by a court of a liquidator for the Company.

ARTICLE VI **CAPITAL CONTRIBUTIONS AND ADMISSION OF MEMBERS**

6.1 Initial Capital Contributions. Upon execution of this Agreement, each Member agrees as the initial capital contribution of such Member to contribute cash in the amount specified in Exhibit A. In exchange for its initial capital contribution, each initial Member shall be deemed to be the owner of a Membership Interest as shown on Exhibit A.

6.2 Additional Capital Contributions. All costs and expenses incurred by or on behalf of the Company in giving effect to the terms of this Agreement, including, without limitation:

- (a) costs relating to the acquisition, repair, maintenance, registration, transport, storage and insurance of Company Equipment;
- (b) non-reimbursed costs and expenses incurred by the Company in connection with the use of Company Equipment by non-Members or Designated Government Agencies; and
- (c) costs associated with carrying out the various undertakings contemplated by this Agreement and enforcing the terms hereof, and any other costs agreed to by the Managers or the Members;

shall be shared equally by the Members according to the ratable share of the Membership Interests of each Member. Members shall not share costs and expenses incurred by individual Members for their own account.

In furtherance of this intent, the Members agree that should it be necessary to obtain funds for the acquisition of Company Equipment or other Company activities such as training, equipment maintenance or annual dues (in each case, as approved by a majority vote of the Managers pursuant to Section 4.2 or of a Majority in Interest pursuant to Section 4.15), the President may call upon the Members to advance in cash their ratable share of costs to be incurred. The share will be based on the number of Members in the Company. If the President requires a capital contribution from the Members, the President shall submit an itemized written estimate of the costs to be incurred to each Manager, together with a request for payment. Each Member shall pay its ratable share within ninety (90) days of such request unless additional time and/or payment program is granted by the President. There may be an alternative payment program agreed upon by the Members for any Member who so requires because of funding

constraints, such as fiscal year or annual corporate budgeting constraints, but in no event shall any Member be excused from having to pay its ratable share of any capital contribution.

6.3 Failure to Contribute. In the event that any Member fails to pay its share of costs and expenses as required pursuant to Sections 6.1 and 6.2 hereof, or any Affected Member fails to reimburse or indemnify the Company in connection with the use of Company Equipment in accordance with Section 12.5 hereof, each other Member shall contribute its ratable share of the unpaid amount, which ratable share shall be based on each such other Member's Membership Interest, provided that such payment shall not relieve the defaulting Member of its obligations hereunder. Unless an alternate payment program has been approved pursuant to Section 6.2, the membership of the defaulting Member shall be suspended until such time as the defaulting Member reimburses or indemnifies the Company for all amounts owing under this Section 6, Section 12.5 or any other provision hereunder. In the event the membership of a defaulting Member is suspended for more than one hundred and twenty (120) days, such defaulting Member shall be deemed to be a withdrawing Member under Section 3.3.

6.4 No Creditor Rights. No third-party creditor of the Company shall have any right or power to force additional capital contributions under this Agreement.

ARTICLE VII
CAPITAL ACCOUNTS AND ALLOCATIONS

7.1 Capital Accounts. The Company shall maintain a capital account ("Capital Account") for each Member according to the Regulations under § 704 of the Code. A Member's Capital Account initially shall be the amount of cash contributed to the Company by the Member as the Member's initial capital contribution as set forth on Exhibit A.

- (a) Each Member's Capital Account shall be increased by the amount of the Member's additional cash contributions (if any) and any income allocated to such Member.
- (b) Each Member's Capital Account shall be decreased by the amount of cash withdrawals and distributions received by the Member and any losses allocated to such Member.

If a Membership Interest is transferred, the portion of the assignor's Capital Account attributable to the transferred Membership Interest shall be added to the assignee's Capital Account (and subtracted from the assignor's Capital Account), together with any increase appropriate pursuant to an election under § 754 of the Code.

If there is a redemption, or an additional capital contribution which is not made pro rata by the Members, the Managers may decide to revalue the Company's property according to the principles of § 1.704-1(b)(2)(iv)(f) of the Regulations and maintain the Capital Accounts consistent with that revaluation.

ARTICLE VIII
DISTRIBUTIONS

8.1 Non-Liquidating Distributions. Distributions of Distributable Cash of the Company shall be made to the Members in amounts and at such times as the Managers shall determine. Any distribution shall be made to the Members (including assignees of Members who have not been admitted as substitute Members) ratably in accordance with their respective Membership Interests.

8.2 Liquidating Distributions. Upon the dissolution and winding up of the Company, the assets of the Company available for distribution to the Members shall be distributed as provided in Article XV hereof.

ARTICLE IX
RESTRICTIONS ON TRANSFERS

A transfer of Membership Interests may not take place without the approval of a Majority in Interest; provided, however, no such approval shall be required in the event of a transfer of a Membership Interest (i) to another entity pursuant to Section 3.5 or (ii) to an affiliate of an existing Member.

ARTICLE X
COMPANY EQUIPMENT

10.1 Ownership of Company Equipment. The Company may acquire Company Equipment for the purpose of supplementing Member-owned equipment and materials for use in responding to Oil Spill Emergencies.

10.2 Storage and Maintenance. The Company Equipment shall be stored at Members' facilities or other locations that are readily accessible for use by the Members as determined by the Managers. The Company may utilize a third party for managing the storage and maintenance of the Company Equipment. A list of the Company Equipment and the location of the equipment are set forth at Exhibit B, which shall be updated periodically and as otherwise provided herein.

10.3 Registration and Licensing. Company Equipment shall be owned by the Company, which shall obtain all required registration and/or licensing, and obtain and maintain any insurance required hereunder.

10.4 Equipment Listing. The President shall prepare, maintain and distribute a detailed list describing the location of all Company-Equipment as an updated Exhibit B at each Annual Meeting or upon request of the Managers.

ARTICLE XI

MEMBER-OWNED EQUIPMENT AND MATERIALS

11.1 Member-Owned Equipment. Each Member shall furnish to the President for distribution to the other Members a list of such Member's equipment and materials which it elects, in the exercise of its sole discretion, to make available for use within the Area of Interest by an Affected Member ("Listed Equipment") in responding to an Oil Spill Emergency. To the extent a Member makes its Listed Equipment available for such use by an Affected Member, (i) such Listed Equipment is furnished "as is" and the furnishing Member make no representations or warranties with respect to such Listed Equipment or the performance thereof, and (ii) the Affected Member assumes all liability and responsibility for any damages, losses or other claims arising from, connected with, or relating to the use or attempted use of such Listed Equipment.

11.2 Use of Listed Equipment. Each Member agrees that its Manager shall have the authority to direct the use of Listed Equipment by Affected Members unless that Member clearly designates on the list that certain Listed Equipment requires a different authority for its release, and provides the name and job title of such different authority.

ARTICLE XII
ASSISTANCE TO AFFECTED MEMBERS

12.1 Company-Owned Equipment. Company Equipment shall be made available upon request to Affected Members for use in responding to an Oil Spill Emergency within the Area of Interest. Such requests may be verbal followed by confirmation in writing. In the event there are competing requests from Affected Members to use the Company Equipment during the same or overlapping time periods, the President shall exercise his/her commercially reasonable judgment to determine how the Company Equipment shall be utilized in such instances. At the discretion of the President, an Affected Member may use available Company Equipment outside of the Area of Interest if the Oil Spill Emergency originated within the Area of Interest. Any Company Equipment made available to an Affected Member is furnished "as is" and the Company makes no representations or warranties with respect to Company Equipment or the performance thereof, and the Affected Member assumes all liability and responsibility for any damages, losses or other claims arising from, connected with, or relating to the use or attempted use of Company Equipment. Without limiting the preceding, while the Company may own, maintain and make available Company Equipment, response locations, information and response equipment training ("Company Emergency Response Assets") which are suitable and appropriate for use in responding to anticipated Oil Spill Emergencies in the Area of Interest, the Company does not represent, warrant or agree that the Company Emergency Response Assets will be adequate, suitable and/or appropriate to respond to any particular Oil Spill Emergency which may occur. Each Member acknowledges and agrees that in the case of any Oil Spill Emergency for which it is responsible as the Affected Member, it alone is responsible for assuring the adequacy of its response to such Oil Spill Emergency.

12.2 Temporary Use. Company Equipment may be used by authority of the President for a maximum of three (3) days without communication to the Managers. Use for a longer period shall require notice to the Managers. The notice is to ensure the location and use

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of the Company Equipment is known in the event of another incident requiring the use of Company Equipment.

12.3 Licensing and Training. The use of Company Equipment shall require the operator(s) thereof to have any required license and all response personnel using a particular piece of Company Equipment shall have completed appropriate training.

12.4 Additional Member-Owned Equipment. Individual Members may, in their sole discretion and subject to such additional terms and conditions as they deem appropriate, make their equipment, in addition to Listed Equipment, available to Affected Members. Notwithstanding anything herein to the contrary, individual Members who fail to supply non-Listed Equipment or Listed Equipment in any given Oil Spill Emergency shall incur no liability as a result of such failure. Unless agreed otherwise by an individual Member, (i) any non-Listed Equipment which such Member makes available to Affected Members is furnished "as is" and the furnishing Member makes no representations or warranties with respect to such non-Listed Equipment or the performance thereof, and (ii) the Affected Member assumes all liability and responsibility for any damages, losses or other claims arising from, connected with, or relating to the use or attempted use of such non-Listed Equipment.

12.5 Return of Company Equipment. The Affected Member shall, within seven (7) days from the time the Company Equipment, Listed Equipment and non-Listed Equipment, as applicable, are no longer required to respond to its Oil Spill Emergency (or sooner at the direction of the Company), repair and return in a clean and serviceable condition, or replace in kind, any such equipment or materials supplied at its request by the Company or other Members, and shall, as required by the Company or other Members, provide and pay for temporary replacement of such equipment or materials. Any Oil containment boom used by the Affected Member contacting Oil will be replaced in kind by the Affected Member. The Affected Member shall reimburse the Company and any assisting Members for any costs incurred by them in supplying equipment and materials hereunder. In no event shall any reimbursement result in monetary profit or loss to the Company or any assisting Member.

12.6 Indemnification. The Affected Member shall indemnify, release and hold harmless the Company, the other Members and their respective directors, officers employees, agents and representatives, in respect of, from and against, all causes of action, suits, claims, demands, costs, losses and expenses in any way relating to, arising out of or caused by (i) any Oil Spill Emergency with respect to which such Affected Member is the responsible party under applicable law and/or any act or failure to act by such Affected Member, its employees, agents or contractors or (ii) the provision to the Affected Member of Company Equipment, Listed Equipment and/or non-Listed Equipment by the Company or any assisting Members or any act by assisting Members to or for the benefit of the Affected Member, or (iii) the use or attempted use of Company Equipment, Listed Equipment and/or non-Listed Equipment furnished by the Company or any assisting Members by or for the benefit of the Affected Member, regardless of whether the same is caused or contributed to by the negligence of the party receiving this indemnity.

12.7 Responsibility of Affected Member. An Affected Member shall be solely responsible for responding to its own Oil Spill Emergency. An Affected Member shall be solely responsible for reporting the Oil Spill Emergency to the appropriate governmental authorities, and for providing information releases concerning the Oil Spill Emergency.

ARTICLE XIII
ASSISTANCE TO NON-MEMBERS

13.1 Non-Members. Upon request, the President may, in his/her discretion, release a maximum of one Oil spill response trailer to a non-Member experiencing an Oil Spill Emergency in the Area of Interest upon execution by such non-Member of the form of agreement set forth in Exhibit C hereto, which form of agreement shall be prepared as soon as reasonably practicable after the execution of this Agreement and appended hereto as Exhibit C and shall contain, *inter alia*, the commitment of the non-Member to: (i) become a Member pursuant to the terms hereof; (ii) return the equipment in the same condition in which the non-Member received it; (iii) replenish within seven (7) days all supplies used by the non-Member; (iv) allow only trained operators to use Company Equipment; (v) indemnify, release and hold harmless the Company and the Members, and their respective directors, officers employees, agents and representatives from and against all causes of action, suits, claims, demands, costs, losses and expenses in any way relating to, arising out of or caused by (a) any Oil Spill Emergency with respect to which such non-Member is the responsible party under applicable law and/or any act or failure to act by such non-Member, its employees, agents or contractors, or (b) the provision to such non-Member of Company Equipment, Listed Equipment and/or non-Listed Equipment by the Company or any assisting Member or any act by assisting Members to or for the benefit of such non-Member, or (c) the use or attempted use of Company Equipment, Listed Equipment and/or non-Listed Equipment furnished by the Company or any assisting Members by or for the benefit of the non-Member, regardless of whether the same is caused or contributed to by the negligence of the party receiving this indemnity; (vi) maintain certain minimum levels of insurance; and (vii) reimburse the Company and any Assisting Member for any costs incurred by the Company or any assisting Member in supplying equipment and materials hereunder but in no event shall any reimbursement result in monetary profit to the Company or any assisting Member. Additional Company Equipment may only be released to a non-Member on the approval of the Managers in an Emergency Meeting.

13.2 Use Outside Area of Interest. At the discretion of the President and in the absence of any Oil Spill Emergency within the Area of Interest, a non-Member may use available Company Equipment outside of the Area of Interest if the emergency originated within the Area of Interest.

13.3 Priorities. Priority shall be given to Company Members for the use of the Company Equipment. Approval of the Managers is required for use by a non-Member in excess of three (3) consecutive days, subject to a maximum limit of thirty (30) days. The approval is to ensure the location and use of the equipment and materials is known and approved in the event of another incident requiring the use of Company Equipment.

13.4. Member-Owned Equipment. Individual Members may, in their sole discretion and subject to such additional terms and conditions as they deem appropriate, make their Listed Equipment available to non-Members. Notwithstanding anything herein to the contrary, individual Members who fail to supply Listed Equipment in any given Oil Spill Emergency shall incur no liability as a result of such failure.

13.5 Cost Reimbursement. A non-Member shall reimburse the Company and any assisting Members for any costs incurred by the Company or any assisting Member in supplying equipment and materials hereunder. In no event shall any reimbursement result in monetary profit to the Company or any assisting Member.

13.6 Responsibility of Non-Member. The non-Member shall be solely responsible for responding to its Oil Spill Emergency. The non-Member shall be solely responsible for reporting the Oil Spill Emergency to the appropriate governmental authorities, and for information releases concerning the emergency.

ARTICLE XIV

ASSISTANCE TO DESIGNATED GOVERNMENT AGENCIES

14.1 Government Agencies. Upon request, the President of the Company may, in his/her discretion, release a maximum of one Oil spill response trailer to a Designated Government Agency, under the same terms and conditions as set forth in Article 13 above, including the execution by such Designated Government Agency of an agreement substantially in the form of Exhibit C hereto. Additional Company Equipment may only be released to a Designated Government Agency on the approval of the Managers in an Emergency Meeting, and shall also be subject to execution by the Designated Government Agency of an agreement substantially in the form of Exhibit C hereto.

14.2 Responsibilities of Government Agencies. The Designated Government Agency shall be solely responsible for responding to its Oil Spill Emergency. The Designated Government Agency shall be solely responsible for reporting the emergency to the appropriate governmental authorities, and for information releases concerning the emergency.

ARTICLE XV

INSURANCE

15.1 Insurance. Each Member and the Company shall, until the Company is dissolved and all liabilities and debts thereof have been discharged, maintain continuously with insurers having an A.M. Best Insurance Reports rating of A-:VII or better and properly licensed to provide such insurance in the State of North Dakota and any other applicable jurisdiction: (i) commercial general liability insurance covering all liabilities for bodily injury and property damage arising from or connected with use of the Company Equipment, with limits of liability

of at least \$10,000,000 for each occurrence and in the aggregate, and (ii) such other insurance coverage as may be determined from time to time by the Managers.

15.2 Additional Insured and Other Insurance Requirements. Unless agreed otherwise by the Managers, each insurance policy shall include the Company and all other Members and their respective directors, officers and employees as additional insured parties and shall specify that the Company and all other Members shall receive a thirty (30) day advance notice of any cancellation of or reduction in coverage. The Managers may from time to time agree upon additional or other insurance requirements that may be applicable to the Company and/or Members.

ARTICLE XVI
DISSOLUTION AND LIQUIDATION

16.1 Dissolution. The Company shall be dissolved upon the first to occur of the following:

- (a) Expiration of the period fixed for the duration of the Company in the Certificate of Formation;
- (b) By the written agreement of two thirds (2/3) of the voting Membership Interests;
- (c) Upon the bankruptcy or dissolution of the last Member or occurrence of any other event which terminates the continued membership of the last Member in the Company (a "Withdrawal Termination Event"); or
- (d) Upon the occurrence of any event which, under applicable Delaware law, requires the Company to be liquidated.

Dissolution of the Company shall be effective on the day on which the event described herein occurs, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed and the Certificate of Formation shall have been cancelled as provided in this section.

16.2 Withdrawal. Except as expressly permitted in this Agreement, a Member shall not voluntarily resign or take any other voluntary action which directly causes a Withdrawal Termination Event. Unless otherwise approved by a Majority in Interest, a Member who resigns (a "Resigning Member") or whose Membership Interest is otherwise terminated by virtue of a Withdrawal Termination Event, regardless of whether such Withdrawal Termination Event was the result of a voluntary act by such Member, shall not be entitled to receive any distributions to which such Member would not have been entitled had such Member remained a Member. Damages for breach of this Section 16.2 shall be monetary damages only (and not specific performance), and such damages may be offset against distributions by the Company to which the Resigning Member would otherwise be entitled.

16.3 Dissolution Procedures.

- (a) **Appointment of Liquidator; Accounting.** Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Officer(s), or if none, a Member selected by the Majority in Interest, shall immediately proceed to wind up the affairs of the Company, acting as the "Liquidator."
- (c) **Payment of Liabilities; Reserve Account.** The Liquidator shall satisfy all liabilities, debts and other obligations of the Company in the order of priority as provided by law. Liabilities, debts and other obligations of the Company may be satisfied either in cash or property. The Liquidator may establish and fund a reserve account in the name of the Company with assets of the Company for the purpose of satisfying any contingent or unforeseeable liabilities or obligations of the Company, which may be maintained for a reasonable period. Upon the expiration of that period, the Liquidator shall distribute the balance of the reserve account, if any, to the Members as if such distribution were a liquidating distribution.
- (d) **Liquidating Distributions.** The Liquidator shall cause the Company to make liquidating distributions to the Members in accordance with the Members' positive Capital Account balances as set forth in § 1.704-1(b)(2)(ii)(2) of the Regulations. Distributions in kind, if any, shall be made first to the Members in proportion to the positive Capital Account balances of the Members that may then exist, and then second to the Members in proportion to their respective Membership Interests. If the Members are unable to agree upon the fair market value of any property, then a Majority in Interest shall select a qualified appraiser to make such determination, which shall conclusively establish the fair market value of such property.
- (e) **State Filings.** Upon completion of the winding up of the Company and the distribution of the assets of the Company in accordance with this Section, the Liquidator shall cause the cancellation of the Certificate of Formation in the State of Delaware and of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the State of Delaware and shall take such other actions as may be necessary to terminate the Company.

16.4 No Obligation to Restore Deficit in Capital Account Upon Dissolution. No Member shall, upon dissolution, be required to contribute to the Company the amount of any deficit in that Member's Capital Account.

16.5 No Right to Distribution In Kind. No Member shall have any right to (i) demand or receive any particular property upon dissolution and liquidation of the Company or (ii) demand the return of the Member's capital contribution, initial or otherwise. A Majority in

Interest shall decide to which Member Company property shall be distributed. No Member shall be required to accept a distribution in kind in excess of the Member's Membership Interest without the Member's consent.

16.6 Source of Liquidating Distributions. Each Member shall look solely to the assets of the Company for the return of the Member's capital contribution and shall have no right or power to demand or receive property other than cash from the Company.

16.7 Timing of Liquidation. A reasonable time shall be allowed for the orderly liquidation of the Company's assets and the satisfaction of the Company's liabilities, debts and other obligations.

16.8 Certificate of Cancellation. Upon the issuance of the Certificate of Cancellation, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Act. The Officer(s) shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

ARTICLE XVII
ARBITRATION

17.1 Arbitration. Any dispute, controversy or claim arising out of or in relation to or in connection with this Agreement, including, without limitation, any dispute as to the construction, validity, interpretation, enforceability or breach of this Agreement, shall be exclusively and finally settled by arbitration, and any party may submit such dispute, controversy or claim to arbitration by written notice to the other(s). Within fourteen (14) days after the receipt of such notice, the parties shall attempt to select a mutually agreed upon arbitrator. If the parties have not selected a mutually agreed upon arbitrator at the expiry of such period, then, within fourteen (14) days thereafter, each party shall select a representative for the purpose of selecting a sole arbitrator. Within fourteen (14) days of the selection of the last of the representatives, the representatives shall select a neutral arbitrator. In the event the representatives selected by the parties cannot agree on a neutral arbitrator within the allowed time, the arbitrator shall be selected pursuant to the American Arbitration Association's Commercial Arbitration Rules (the "AAA Rules"), in which case the arbitrator shall be selected from those arbitrators who have been identified by the American Arbitration Association as suited for service under the American Arbitration Association Large, Complex Case Program, unless the parties to the dispute agree otherwise.

17.2 Arbitrator. The sole arbitrator selected will alone conduct the necessary arbitration in accordance with the Federal Arbitration Act, 9 U.S.C. §1, et. seq. (the "Arbitration Act") and the AAA Rules, except to the extent that the Arbitration Act or AAA Rules conflict with this Agreement in which case this Agreement shall govern. In the event of a conflict between the terms of the Arbitration Act and the AAA Rules, the AAA Rules shall govern. The arbitration will be conducted in a neutral location approved by the arbitrator. The parties do not adopt, and expressly reject, any AAA Rule or provision relating to pre-hearing discovery.

17.3 Final Decision. Any decision by the arbitrator shall be confidential, final, binding and non-appealable.

ARTICLE XVIII
MISCELLANEOUS

18.1 Amendment. This Agreement may be amended from time to time by the Members.

18.2 Notices. Unless otherwise provided herein, any notice to be given under this Agreement shall be in writing and directed to the address(es) for service set forth in Exhibit A hereof and shall be sent by nationally recognized overnight courier service, such as, but not limited to, FEDEX, via certified mail, return receipt requested or by facsimile. A notice shall be deemed given upon the earlier of (i) actual receipt or first rejection; (ii) three (3) days after the same is deposited if sent by certified mail; (iii) one (1) day after delivery to an overnight courier service for overnight delivery, or (iv) twelve (12) hours following the time of transmission of such facsimile provided such deemed receipt is within normal business hours of the recipient party, failing which such notice shall be deemed to have been received at the commencement of the next following business day.

18.3 Entire Agreement. This Agreement constitutes the entire and sole understanding of the parties with respect to the subject matter contained herein, and replaces and supersedes any previous agreements, oral or written, that the parties may have entered into with respect to the subject matter contained herein.

18.4 Governing Law. This Agreement and any disputes hereunder shall be governed by the laws of the State of Delaware without regard to the conflicts of law principles thereof.

18.5 Further Assurances. The parties agree to take all such further acts and to execute and deliver all such further documents as may be reasonably required to give effect to the terms of this Agreement.

18.6 Conflict. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any Exhibit hereto, the terms and conditions of this Agreement shall govern.

18.7 Counterparts. This Agreement may be executed in one or more counterparts and delivered via facsimile, pdf, or email, each of which shall be deemed an original, but all of which

Execution Copy

together shall constitute but one and the same instrument. Any signature delivered via facsimile or email shall be deemed to be an original signature hereto.

[Balance of page intentionally left blank.]

Execution Copy

The parties to this Agreement have executed it on the date first written above.

SAKAKAWEA AREA SPILL RESPONSE LLC

By: _____
Name: _____
Its: _____

[Member signature pages continue on next page]

Member Signature Page

Name of Member: Oasis Petroleum North America LLC

By:  MKB

Name: Robin Hesketh

Title: SVP Operations

Contact information:

Address: _____

Attn: _____

Tel. No.: _____

Fax No.: _____

Email: _____

EXHIBIT A

LIST OF MEMBERS

(To be updated as Members join)

MEMBER	CONTACT INFORMATION	CAPITAL CONTRIBUTIONS AND MEMBERSHIP INTEREST
		\$ _____ _____ %
		\$ _____ _____ %
		\$ _____ _____ %
		\$ _____ _____ %
		\$ _____ _____ %
		\$ _____ _____ %

* Founding Member

EXHIBIT B

COMPANY EQUIPMENT

EXHIBIT C

NON-MEMBER AGREEMENT

[to be provided]

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (this "Agreement") is made and entered into this 11 day of April, 2016, by and between **OASIS PETROLEUM NORTH AMERICA LLC**, a Delaware limited liability company ("Company") with its principal office located at 1001 Fannin Street, Suite 1500, Houston, Texas 77002 and SWAT Consulting Inc., a North Dakota ("Contractor"), with its principal office located at Watford City, ND. Company and Contractor are each sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Company is engaged in certain oil and gas operations and activities and from time to time desires goods and services (the "Services") in connection therewith;

WHEREAS, Contractor desires to provide Company and/or its Affiliates (as defined below) with certain Services for and in connection with Company's operations; and

WHEREAS, this Agreement will govern all Services provided by Contractor to Company.

NOW THEREFORE, in consideration of the terms and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Definitions.

In addition to terms that are defined elsewhere in this Agreement, the following terms shall have the following meaning when used in this Agreement:

a. "Affiliate" or "Affiliates" of a Party shall mean a current or future person or entity directly or indirectly controlling, controlled by, or under common control with such Party. "Control" (including the terms "controlling," "controlled by" and "under common control with") shall mean the possession directly or indirectly, through one or more intermediaries, of the following: (i) in the case of a corporation, the power or authority to vote or dispose of 50% or more of the outstanding voting securities entitled to elect directors or individuals who perform similar management functions thereof; and (ii) in the case of any other entity, the power or authority to cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

b. "Claims" shall mean all claims, losses, damages, suits, liabilities, judgments, causes of action, fines, penalties, interest and expenses (including reasonable attorneys' fees), whether in law or equity and whether in tort or otherwise.

c. "Company Group" shall mean the following entities and persons individually and collectively: Company and its Affiliates, its and their joint venturers, partners, joint owners, co-owners, co-lessees, members, managers, lessor(s), and contractors and subcontractors of every tier (excluding

Contractor and its Subcontractors) and the respective Affiliates, officers, directors, employees, agents, and representatives of all those entities.

d. "Contractor Group" shall mean the following entities and persons individually and collectively: Contractor and its Affiliates, its Subcontractors and their Affiliates, and the officers, directors, employees, agents, and representatives of all those entities.

e. "Group" shall mean, individually or collectively, Company Group or Contractor Group as the context may require, and as may be applicable.

f. "Subcontractor" shall mean any subcontractor of any tier of Contractor hired by Contractor to perform any part of the Services to be performed by Contractor hereunder.

g. "Worksite" shall mean the well site at which Services are performed or, if no Services are being performed on or in connection with a well, the site to which Contractor has been requested to deliver equipment or materials.

2. Services. It is contemplated that Company may, from time to time, request Contractor to perform certain Services for Company. This Agreement shall constitute the entire agreement with reference to the subject matter and shall govern and control all Services provided by Contractor to Company (including provision of equipment or materials). This Agreement, however, does not obligate Company to request Services from Contractor, nor does it obligate Contractor to accept such requests, but together with any mutually agreed applicable work order, it shall control and govern all Services accepted by Contractor and shall define the rights and obligations of the Parties during the term thereof. Terms and conditions contained in any acknowledgment, work order, change order, purchase order, or other document or instruction whether written or oral, that are different from or in addition to the terms and conditions of this Agreement shall not be binding on Company, whether or not they would materially alter this Agreement, and whether or not Company objects thereto, unless expressly made the subject of a written amendment to this Agreement. The terms and conditions of this Agreement shall not be altered, amended, supplemented or canceled without the Parties' prior written approval and an express written amendment. No waiver by either Party of any of the terms, provisions, or conditions of this Agreement shall be effective unless said waiver shall be in writing and signed by an authorized representative of such Party.

3. Payments.

a. General: Company shall pay Contractor the rates, expenses and prices in accordance with the provisions of the applicable work order, change order or other statement of services and payment that is agreed upon in writing between Company and Contractor; provided Contractor shall have satisfied Company that there are no liens or lienable claims on or against Company or its property by reason of the performance of the Services hereunder as further described in Section 6. Company shall pay Contractor for the Service(s) performed pursuant to this Agreement within thirty (30) days of Company's receipt from Contractor of an invoice with supporting documents in form and substance as may be required by Company. Company shall have the right to withhold or pay any disputed amounts in its sole discretion. No payment of any amount, disputed or undisputed shall act as a waiver of any rights of Company, including the right to later contest such payments and obtain reimbursement.

Notwithstanding anything to the contrary in this Agreement, Contractor must invoice Company within thirty (30) days after completion (or delivery) of the applicable Services. Company shall not be liable for any invoices that are not submitted by Contractor within ninety (90) days of the applicable Services.

b. Application of Payments: Company shall have the right (but not the duty) to withhold any monies payable by it hereunder and apply the same to the payment of any obligations of Contractor to Company or any of its Affiliates, howsoever arising.

4. Records.

a. Contractor shall maintain complete and accurate records of all costs chargeable to Company under this Agreement and shall retain records of labor, materials and service provided hereunder, and invoices and other supporting documents pertaining to the Services for a period of not less than three (3) years following the year in which the final invoice for the Services was sent to Company (“Retention Period”). Throughout the term of this Agreement, and for the Retention Period or longer if required by law, authorized Company representatives shall be afforded access to: (i) Contractor’s offices during normal business hours after reasonable notice to inspect and audit all such records of Contractor; provided, however, Company shall not have the right to examine trade secrets, proprietary information, confidential data or profit margins; and (ii) interview any of Contractor’s employees involved in providing the Services. Upon completion of any such audit, Company shall pay Contractor any compensation due hereunder as shown by the audit. Any amount by which total payment by Company to Contractor exceeds the amount due Contractor as shown by the audit shall be returned to Company.

b. Contractor shall require all of its Subcontractors, agents, and suppliers (“payees”) to comply with this Section 4 and shall include these requirements in any contractual agreement between Contractor and payees.

5. Taxes, Licenses, and Fees. Unless otherwise provided herein or required by applicable law, Contractor assumes exclusive liability for, and shall pay before delinquency, all excise and other taxes, licenses, fees, charges, or contributions of any kind now or hereafter levied, assessed, or imposed by any governmental agency or authority on, or with respect to, or measured by the Items sold or material or Services furnished incident to the performance of this Agreement including taxes, levies, fees, or withholding for the wages, salaries, or other remuneration paid to persons employed in connection with the performance of this Agreement, including social security, retirement, pension, unemployment, and compensation contributions. Contractor agrees to require the aforementioned payments and compliance with the provisions of this Section 5 from all its Subcontractors and agrees to be liable to Company for any breach of such agreement by any Subcontractor. Contractor shall issue detailed invoices to show taxable and non-taxable items. At its election, Company is authorized to deduct all sums paid by Company for such taxes and governmental charges from such amounts as may be or become due to Contractor hereunder.

6. Liens. Contractor shall promptly pay any and all amounts owed to its Subcontractors or third parties incident to Contractor’s provision of Services under this Agreement, so that no liens shall ever attach, or be permitted to attach, to Company’s property, whether real or personal. Contractor hereby indemnifies Company for any and all such claims and liens, and Company shall be entitled to

withhold final payment and satisfaction until Contractor shall furnish satisfactory evidence of the full payment of any such indebtedness. Notwithstanding anything to the contrary in this Agreement, Contractor shall retain any and all rights to collect any undisputed amounts owed Contractor by Company, including the right to file, perfect or continue a lien for Services performed by Contractor under this Agreement.

7. Independent Contractor. This Agreement does not create, and Company and Contractor stipulate and agree that this Agreement shall not be construed to create any agency relationship or employer/employee relationship by or between any of the agents and/or employees of Contractor and the agents and/or employees of Company. To the contrary, it is expressly understood that Contractor, in the performance of the Services herein contemplated, is an independent contractor for all purposes, with the authority to control, direct, manage and supervise in its sole discretion the performance and details of the Services herein provided. Company is interested only in the results obtained. Labor and materials shall comply with the specifications set forth herein or in any purchase, work or change order, or any other agreement in writing between Company and Contractor. Contractor specifically agrees that all persons employed by Contractor in performing Services covered by this Agreement, or by its Subcontractors, are not employees of Company for any purpose whatsoever. Contractor will be solely responsible for the payment of federal income tax, social security tax, worker's compensation insurance, unemployment tax and other similar payments, if any and Company will not withhold any amounts for such purposes from payments made to Contractor. As an independent contractor, neither Contractor or its Subcontractors, nor anyone employed by Contractor or its Subcontractors, will be eligible for the benefits provided to regular employees of Company, including, health and disability insurance.

8. Warranty.

a. Contractor warrants that it shall perform the Services in a good and workmanlike manner in accordance with good industry practices. Contractor further warrants that its personnel are properly trained to perform their jobs safely and efficiently. Contractor warrants that equipment sold and the Services provided shall be free of defects in material and workmanship for a period of one (1) year after the date such equipment is delivered or Services are completed irrespective of whether the equipment or Services are attributable to Contractor or any of its Subcontractors or vendors. Contractor expressly represents that it has adequate equipment, in good and safe working order, and has fully trained and experienced personnel, capable of safely and efficiently operating said equipment and performing the Services in accordance with Company's specifications and technical standards in a safe, proper, and workmanlike manner. Nothing contained herein shall be construed to exclude or limit any warranties implied by law.

b. Contractor agrees to correct, at its own cost, all defects or other deficiencies in the Services, including, costs of repair, removal, reinstallation, new material, labor and equipment, attributable to the negligence of Contractor or any of its Subcontractors or vendors or failure by Contractor to comply with any obligation expressed or implied herein ("Re-work"). In the event of any delay by Contractor to commence Re-work and such delay would cause monetary damages to Company, Company may, at its sole option, immediately proceed to perform such Re-work itself or with others pursuant to Section 8.c.

c. If Contractor fails to perform any Re-work as required by Company, Company shall be entitled to conduct such work itself or through other contractors or subcontractors and recover from Contractor the total cost to Company therefor or deduct the same from any monies due or which become

due to Contractor. If no sums or if insufficient sums are available for full set-off by Company, then Contractor, upon receipt of Company's written notice of Contractor's obligations hereunder, shall promptly remit to Company all sums due and owing pursuant to the terms of this Section 8.

d. Contractor agrees, on behalf of its Affiliates, that this Agreement shall be binding on any Affiliate if Company requests such Affiliate to perform any Services and such Affiliate agrees, and Contractor agrees to be jointly and severally liable with such Affiliate for the performance of such Services. In addition, if Contractor hires any Subcontractors, Contractor agrees that it will be responsible for proper performance of this Agreement by such Subcontractors.

9. Indemnity.

a. Contractor shall release, protect, defend, indemnify and hold Company Group harmless from and against any and all Claims arising out of any personal or bodily injury to, or illness or death of, or property loss or damage to any property of, Contractor Group without limit and without regard to the cause or causes thereof or the negligence or fault (active or passive) of any person or entity (including the sole, joint, or concurrent negligence, strict liability or other legal fault of Company Group except to the extent resulting from the gross negligence or willful misconduct of the person or entity seeking indemnity), or any defect of premises (whether or not pre-existing), arising out of, resulting from, or relating to, either directly or indirectly, the Services performed or provided by Contractor. In the event Contractor fails to defend and protect Company Group pursuant to this Agreement, then Company Group shall be entitled to defend and protect its interests and Contractor shall be liable for all reasonable attorneys' fees, costs, judgments and settlements, including attorneys' fees incurred in enforcing this Agreement.

b. Company shall release, protect, defend, indemnify and hold Contractor harmless from and against all Claims arising out of any personal or bodily injury to, or illness or death of employees of Company, or property loss or damage to any property of, Company at the Worksite, without limit and without regard to the cause thereof or the negligence or fault (active or passive) of any person or entity (including the sole, joint or concurrent negligence, strict liability, or other legal fault of Contractor or its Subcontractors except to the extent resulting from (i) the gross negligence or willful misconduct of the person or entity seeking indemnity or (ii) a breach by Contractor Group of Sections 8 or 18), or any defect of premises (whether or not pre-existing), arising out of, resulting from, or relating to, either directly or indirectly, the Services performed or provided by Contractor.

c. The indemnity obligations in this Agreement shall survive the termination of this Agreement or any request for Services.

d. Contractor or Company as the case may be shall promptly give to the other Party notice in writing of any Claim made or proceedings commenced for which Contractor or Company claims to be entitled to indemnification under this Agreement. Such notice shall state with as much detail as is reasonably practicable the facts and circumstances giving rise to the Claim and shall be given promptly after the Party seeking indemnity hereunder (referred to in this Section 9.d as the "Indemnitee") becomes aware of such Claim or proceeding. The Party against whom such indemnity is sought (referred to in this Section 9.d as the "Indemnitor") shall

confer with the Indemnitee concerning the defense of any such claim or proceedings but, subject to the remainder of this Section 9.d, the Indemnitor or its insurer shall retain control of the conduct of such defense, including the selection and management of counsel. Notwithstanding the foregoing, however, neither Party shall effect settlement of or compromise any such Claim or proceedings without having obtained the prior written consent of the other Party, but if Indemnitee does not consent to a settlement which the Indemnitor is willing to accept, then Indemnitor's liability shall be limited to the amount for which the lawsuit could have been settled. The Indemnitee may, upon written notice to the Indemnitor and at the Indemnitee's sole cost and expense, select its own counsel to participate in and be present for the defense of any such Claim or proceeding, provided such counsel shall not take any action in the course of such Claim or proceeding to prejudice the defense of such Claim or proceeding.

e. Contractor shall assume responsibility for the control and removal of, and shall protect, defend, indemnify, and hold Company Group harmless from and against any and all Claims arising from pollution or contamination: (i) which originates or emanates from spills of fuels, lubricants, motor oils, pipe dope, paint, solvents, ballast, bilge and garbage, debris or any other substances, in its possession or control or originating from Contractor Group's equipment, materials or transport; or (ii) which otherwise results from performance of the Services hereunder by Contractor and is caused by the negligence (whether sole, joint, or concurrent) of Contractor Group. Notwithstanding the foregoing, the assumptions of liability by Contractor under this Section 9.e apply only to the cost of, and liability for, control and removal of such pollution and contamination and do not apply to loss or damage to property or injuries to or death of persons caused by such pollution or contamination and shall, in no event, alter, lessen or affect the liabilities or responsibilities of Contractor specified elsewhere in this Agreement, and Contractor agrees to assume responsibility for and to protect, defend, indemnify, and hold Company Group harmless from and against any Claims resulting from pollution or contamination caused by the negligence (whether sole, joint, or concurrent) or other fault of Contractor Group.

f. Contractor and Company agree to support their mutual indemnity obligations in this Section 9 with liability insurance or self-insurance with minimum limits of Six Million U. S. Dollars (US \$6,000,000). Except as otherwise mandated by applicable law, the indemnity obligations of Contractor and Company as set out above shall be without monetary limit. Moreover, the indemnity obligations of Contractor as set out in this Section 9 are independent of any insurance requirements as set out in Section 10 and Exhibit A, and such indemnity obligations shall not be lessened or extinguished by reason of Contractor's failure to obtain the required insurance coverage or by any defenses asserted by Contractor's insurers.

10. Insurance.

a. At all times while performing Services hereunder, Contractor (and any Subcontractor) shall carry and maintain, at its sole expense, with insurers, having an A.M. Best Rating of "A- VII" or higher or alternatively shall be issued by Underwriter at Lloyds of London, the minimum insurance coverage as set forth on Exhibit A attached hereto (and by this reference made a part hereof). Contractor agrees to provide Company with certificates (in form and substance acceptable to Company) evidencing that said coverages are in force and effect. Such policies shall be endorsed to provide Company thirty (30) days written notice of any cancellation and if any of such policies are so cancelled

or the available insurance policy limits are potentially eroded below the minimum insurance requirements as a result of a significant, related or unrelated incident or claim, upon receipt of such notice of cancellation or upon the occurrence of such incident or claim, Company shall have the right to immediately terminate this Agreement.

b. All insurance policies of Contractor, whether or not required by this Agreement, shall, as respects liabilities assumed by Contractor, waive subrogation against Company Group, name Company Group as additional insured (except for Workers Compensation coverage) on a broad form basis with such additional insured coverage including coverage for the sole or concurrent negligence of the additional insured and not being restricted to (a) "ongoing operations," (b) coverage for vicarious liability, or (c) circumstances in which the named insured is partially negligent, include a cross liability clause, and be primary as respects any other coverage in favor of any member of Company Group.

11. Termination.

a. Either Party shall have the right to terminate this Agreement at any time by giving ten (10) days written notice to the other Party. Upon termination, any Services previously ordered and accepted by Contractor shall continue to be performed until completed or terminated in the sole discretion of Company. Upon termination of Services hereunder, the Parties shall not be relieved of any obligations that have accrued hereunder, and Company shall pay Contractor for all Services properly performed prior to such termination.

b. Company may terminate any request for Services at any time, in its sole discretion, without penalty. In such event, Contractor shall be paid for Services properly performed prior to such termination.

c. If Contractor shall be in default of any of the provisions of this Agreement at the time of notice of termination, Contractor shall be liable to Company for all costs incurred by Company in completing or procuring the completion of performance of the Services which are in excess of the amounts that would otherwise have been owed by Company to Contractor for proper completion of the Services.

12. Insolvency/Default.

a. If any Party hereto becomes insolvent or admits in writing its inability to pay its debts as they mature, or is adjudicated as bankrupt or insolvent; or it applies for, consents to, or acquiesces in the appointment of a trustee or receiver for such party or any property thereof, or makes a general assignment for the benefit of creditors; or, in the absence of such application, consent or acquiescence, a trustee or receiver is appointed for such party, for all or any part of its property, and is not discharged within sixty (60) days, or any bankruptcy, reorganization, debt arrangement, or other proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding instituted by or against such Party is consented to or acquiesced in by such Party (hereinafter "Insolvent Party") or remains for sixty (60) days undismissed, this Agreement shall, at the election of the other Party, terminate as to such Insolvent Party.

b. If Contractor breaches any material provision hereof and Contractor fails to commence to correct such breach within ten (10) days of written notice thereof by Company to Contractor and Contractor fails to diligently proceed to fully correct such breach, Company shall have the right (in addition to any other rights it may have hereunder or by law) to terminate this Agreement, whereupon: (i) Company shall be relieved of all further obligations hereunder except for payment to Contractor of the amounts owed for Services properly performed prior to such termination, less any damages incurred by Company as a result of such default; and (ii) Company may, at its option, complete performance of the Services in which event title to any product(s) of the Contractor's Services, whether completed or partially completed, as well as all materials, prepared, procured or set aside by Contractor for use in the Services, shall, at Company's option, vest in Company and Company may upon reasonable notice to Contractor enter Contractor's premises and remove the same therefrom. Contractor shall be liable to Company for all costs incurred by Company in completing such performance in excess of the amount that would otherwise have been owed by Company to Contractor for proper completion of the Services, whether or not Company exercises its option under this Section 12.b.

13. Applicable Law. This Agreement, and the rights of the Parties hereunder shall be construed in accordance with the laws of the State of North Dakota and all rights and remedies shall be governed by such laws without regard to principles of conflict of laws.

14. Compliance With Laws.

a. Contractor expressly guarantees that for all tools, materials, and equipment to be furnished and used, and for all Services to be performed under the terms of this Agreement and in every activity connected therewith, Contractor shall comply fully with all applicable Federal, State, and Local laws, ordinances, rules, and regulations, and shall furnish Company evidence of such compliance as Company may require at any time. Contractor shall also obtain all permits, licenses, and approvals necessary for the performance of this Agreement. If Services to be rendered under this Agreement are licensed by the State in which such Services are to be performed, Contractor must obtain and maintain the State license.

b. Contractor shall give all required notices and otherwise fully comply with all laws, statutes, regulations, ordinances, rules, standards, orders, or determinations of any Local, State, or Federal governmental authority (including related determinations, interpretations, orders, or opinions by any judicial or administrative authority) which has jurisdiction over Contractor, the Services, or the Worksite pertaining to protection or conservation of the air, land, water, human health, industrial hygiene, or other aspects of the environment, including, the following statutes, as supplemented and amended at the time Contractor starts its performance of the Services or performs a work or change order: the Clean Air Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Federal Water Pollution Control Act, the Solid Waste Disposal Act, the Resources Conservation and Recovery Act, the Safe Drinking Water Act, the Toxic Substances Control Act, the Hazardous Materials Transportation Act, the Federal Oil Pollution Act of 1990 and comparable state and local statutes and implementing rules or regulations.

15. Conspicuous and Fair Notice.

a. Both Parties agree that this statement and the indemnity provisions throughout this Agreement comply with the requirement known as the “express negligence rule,” to expressly state in a conspicuous manner to afford fair and adequate notice that this Agreement has provisions requiring one Party (the indemnitor) to be responsible for the negligence, strict liability, or other fault of another Party (the indemnitee) or any member of such Party’s Group.

b. Both Parties represent to each other: (i) that they have consulted an attorney concerning this Agreement or, if they have not consulted an attorney, that they were provided the opportunity and had the ability to so consult, but made an informed decision not to do so; and (ii) that they fully understand their rights and obligations under this Agreement.

16. **Patent Infringement.** In addition to all other indemnity provisions contained in this Agreement or in any other document entered into by the Parties in connection with this Agreement, Contractor agrees to indemnify and hold Company harmless from any and all actual or alleged Claims by reason of any patent infringement or claim of infringement of patent, copyright, or other proprietary right of a third party arising out of any Services performed by Contractor, or any of its Subcontractors hereunder, or arising out of the use, manufacture, or sale of any article, tool, equipment, method, or process (“Item”) for any purpose for which it is intended, when said Item was supplied by or used by Contractor or its Subcontractors.

17. **Access.** Prior to entry upon Company’s premises for provision of the Services, Contractor shall give reasonable notice and obtain prior approval before accessing Company’s premises.

18. **Safety.**

a. Contractor shall perform all Services in such a manner as to cause a minimum of interference with Company’s operations and shall take all steps necessary to maintain adequate protection of persons and property during Contractor’s performance hereunder. Contractor shall perform its duties in a safe manner and shall have in effect, and will enforce, a set of safety and loss prevention standards, which comply with all laws. Prior to commencement of each job, Contractor shall inspect the premises and facilities on which said Services are to be performed in order to be apprised of any and all risk incident thereto. In connection with Contractor’s performance of the Services, Contractor undertakes and agrees to act consistently with, and adhere to, Company’s EHS requirements, and any updated or amended version of Company’s EHS requirements. The Company’s EHS requirements are the minimum requirements, and are in addition to all other federal, state, county and municipal laws, rules and regulations applicable to Contractor or its Subcontractors, the Services, and any Items or personnel used in the performance of the Services. Contractor shall ensure that all Subcontractors and all of its and their personnel are made aware of Company’s EHS requirements.

b. Upon completion of the Services, Contractor shall leave the premises clean and free of all waste materials and rubbish. Contractor agrees to limit smoking and the use of heat and/or fire implements, including welding and torch cutting tools, to such locations and occasions as are specifically authorized in writing by Company.

19. **Accident Reports.** All accidents must be reported. In the event an accident involving the property, equipment, or personnel of Contractor, Company, or any third party occurs on Company’s

premises, or which arises out of, results from, or is in any way connected with the Services or Contractor's presence upon Company's premises or other activities pursuant to this Agreement, Contractor shall immediately report such accident to Company. In addition, a written report of such accident must be prepared by Contractor and delivered to Company within twenty-four (24) hours of each such accident. This report should contain factual information only and should not contain opinion, speculation, or supposition as to fault, liability, or prevention. Contractor shall also provide Company with a copy of each and every non-privileged report of each such accident, including statements or other investigative material or documents which Contractor completes or is required to submit, or does submit, to any entity other than Company, including any governmental agency or body, Contractor's insurers, or others.

20. Alcohol and Drug Abuse Policies.

a. General. Contractor acknowledges that it has been advised and agrees to advise all its employees, Subcontractors, agents, and business invitees of any Subcontractor, agent, or business invitee, of the following safety regulations or policies concerning alcoholic beverages and controlled substances:

i. Possession or consumption of alcoholic beverages and/or controlled substances is expressly prohibited at any work sites or on Company premises. Use of alcoholic beverages and/or controlled substances is cause of immediate dismissal from any work site or on Company premises;

ii. Entry onto Company premises constitutes consent to an inspection of the person (including, the taking of a urine sample) and personal effects when entering or leaving Company premises; and

iii. Any person who is found in violation of the policy, or has a positive drug test, or who refuses to permit an inspection may be removed and barred from Company premises, at the sole discretion of Company.

b. DOT Program. If any Services to be rendered under this Agreement are regulated by the U.S. Department of Transportation ("DOT"), Contractor acknowledges and agrees that at all times while performing Services under this Agreement, it (i) has and shall maintain, and shall ensure that its Subcontractors have and maintain, a drug and alcohol testing program compliant with the applicable DOT regulations and (ii) shall furnish Company evidence of such compliance as Company may require at any time. Failure by Contractor or any of its Subcontractors to have, maintain and/or comply with a required DOT compliant program shall constitute a material breach of Contractor's obligations under this Agreement. **Contractor shall release, protect, defend, indemnify and hold Company Group harmless from and against any and all Claims arising out of any violations by Contractor Group of the drug and alcohol requirements contained herein.** Upon, execution of this Agreement, any such DOT-regulated Contractor shall contemporaneously provide Company an Acknowledgment Agreement in the form of Exhibit B attached hereto (and by this reference made a part hereof) signed by a duly authorized representative of Contractor.

21. Nondiscrimination.

a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, creed, color, or national origin. Such affirmative action shall apply to, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

c. Contractor shall comply, to the extent applicable, with the following parts of the Code of Federal Regulations: Title 48:22:804 Affirmative Action Programs; 52:219-9 Small Business and Small Disadvantaged Business Subcontracting Plan; 52:220-4 Labor Surplus Area Concerns Subcontracting Program; 52:222-4 Contractor Work Hours and Safety Standards Act – Overtime Compensation; 52:222-21 Certification of Non-segregated Facilities; 52:222-26 Equal Opportunity; 42:222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans; 52:222-36 Affirmative Action for Handicapped Workers; 52:223-2 Clean Air and Water; 52:223-3 Hazardous Material Identification and Material Safety Data; and the Immigration Reform and Control Act of 1986 and all regulations thereunder.

22. Force Majeure. Neither Party shall be liable for any delay occasioned by, or caused as a result of laws, orders, ordinances, rules, or regulations of any governmental or public authorities having or asserting jurisdiction over the premises of either or both Parties, or by strikes, explosion, war, acts of God, fire, labor disputes, or other similar causes, in each case that were beyond the reasonable control of such Party when such delay could not have been overcome by the exercise of reasonable efforts by the delayed Party (each, an “Event of Force Majeure”). Any delay due to an Event of Force Majeure (other than failure to provide defense, indemnity, or insurance as required by this Agreement) shall not be deemed to be a breach of or failure to perform this Agreement, or any part hereof; provided, however, the Party hereunder that is rendered unable, wholly or in part, to carry out its obligations under this Agreement due to an Event of Force Majeure shall give notice and full particulars of the cause of said Event of Force Majeure in writing to the other Party promptly after the occurrence of the cause relied upon, and the cause of said delay so far as possible shall be remedied with all reasonable dispatch.

23. Successors and Assigns; Assignment. This Agreement shall not be assignable by Contractor, nor shall Contractor subcontract any obligations hereunder, without the prior written consent of Company. Company shall have the right to assign this Agreement to any Affiliate or co-lessee without Contractor’s consent. In addition, Company may assign this Agreement to any other entity with the prior written consent of Contractor, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement shall inure to the benefit of and be binding upon the Parties and the successors and permitted assigns of the Parties.

24. Confidentiality and Intellectual Property.

a. Any and all information, including all drawings, designs, images, specifications and technical data (“Confidential Information”) furnished by Company to Contractor or Contractor’s Subcontractors, agents, employees, principals, and consultants in the performance of duties under this Agreement shall be considered confidential and shall not be divulged to any person, except to Contractor’s authorized representatives. Company retains all title to Company’s Confidential Information and Company’s Confidential Information shall be used by Contractor only in connection with the performance of the Services, and shall be returned upon completion or termination of the Services or any work order (and/or deleted if stored electronically), along with all copies, extracts, syntheses, compilations or reproductions thereof, provided copies or reproductions shall be made only with Company’s prior written consent.

b. Contractor may neither quote nor supply parts made with Company’s tools or materials or made to Company’s patterns, drawings, specifications, or designs to any third party without Company’s prior written consent. Any inventions, patents, copyrights, design rights and other intellectual property rights arising from the execution of any Services by Contractor or its Subcontractors (whether or not paid for by Contractor) are the property of Company, and Contractor must not disclose the same to any third person. Contractor must do all things and execute any documents necessary to assign such intellectual property rights to Company.

c. Contractor shall protect all Confidential Information, intellectual property rights, copyrights and other proprietary rights (including know-how) supplied by Company in connection with the Services which are in the possession of its direct or indirect suppliers, Subcontractors and/or agents, including, taking all necessary steps and actions to ensure that any such supplier, Subcontractor and/or agent complies with all confidentiality provisions herein. Furthermore, Contractor shall notify Company immediately on becoming aware of a breach or a potential breach and shall inform Company of what actions it is taking to prevent or remedy such breach or potential breach to ensure risks to Company are mitigated. Company reserves the right to take its own action against any such supplier, Subcontractor, and/or agent and to direct Contractor to take certain actions.

d. All materials, including tools, special dies and patterns, furnished or specifically paid for by the Company, shall be the property of Company, shall be returned to Company when no longer required hereunder, shall be utilized only to complete the Services, and shall be segregated and clearly identified as property of Company. Contractor assumes all risk and liability for loss or damage thereto, except for normal wear, and agrees to permit inspection and supply detailed statements of inventory upon request of Company.

25. Notices. All notices to be given with respect to this Agreement and applicable work orders hereunder shall be given to Company and Contractor at:

COMPANY:

All Notices

Oasis Petroleum North America LLC

ADDRESS: 1001 Fannin, Suite 1500, Houston, Texas 77002

ATTN: Supply Chain Manager

CONTRACTOR:

ADDRESS: 12 Sunrise Estates Road, Watford City ND 58854
PHONE: 269-986-5499
FAX: N/A
EMAIL: dsahara@swat-ab.ca

All notices or other communications (excluding payments by Company of invoices) that may be given hereunder shall be in writing and shall be delivered either: (a) by facsimile with sender confirmation of receipt; or (b) by U.S. mail, certified, return receipt requested, postage prepaid, and addressed as provided in this Article 25 or as otherwise provided by the receiving Party upon proper notice. Notices delivered by facsimile shall be effective immediately upon transmittal to the other Party, provided that, sender confirmation of receipt is preserved showing the date and time of transmission; and notices delivered by mail shall be effective upon their receipt or refusal by the Party to whom they are addressed.

26. Services Requested by Affiliates of Company. In the event that any Affiliate of Company requests Contractor or any of its Affiliates to perform any Services (including provision of any Items), and Contractor accepts such request, then Contractor agrees that the obligations of Contractor under this Agreement, including all protections afforded Company Group, shall apply to any such Services. In addition, Contractor agrees that such other Company Affiliate may, if it wishes, adopt this Agreement, as if this Agreement had been entered into between said other Company Affiliate and Contractor, in which event, all provisions of this Agreement shall be applicable to such Services except that (a) said Affiliate shall be substituted throughout this Agreement and the attached Exhibits as "Company"; and (b) Oasis Petroleum North America LLC shall be included in the definition of "Company Group" as an Affiliate of Company.

27. Consequential Damages. In addition to all other indemnity provisions contained in this Agreement or in any other document entered into by the Parties in connection with this Agreement, except for liquidated damages, if any, expressly agreed to by the Parties in this Agreement, each Party (as the "Releasing Party") hereby releases the other Party and its Group from any claim by the Releasing Party for punitive damages and from any claim by the Releasing Party for the Releasing Party's own indirect, incidental or consequential damages, including, facility downtime, loss of profit, loss of or inability to use property and equipment or business interruption, without regard to the cause or causes thereof or the negligence or fault (active or passive) of any person or entity (including the sole, joint, or concurrent negligence, strict liability or other legal fault of the released Party or any member of its Group (except to the extent resulting from the gross negligence or willful misconduct of the person or entity seeking release)), or any defect of premises (whether or not pre-existing), arising out of, resulting from, or relating to, either directly or indirectly, the Services or this Agreement.

28. Miscellaneous.

a. Severability. In the event one or more of the provisions contained in this Agreement shall be held, for any reason, to be invalid, void, illegal, contrary to law and/or unenforceable in any respect, this Agreement shall be deemed to be amended to partially or completely modify such provision or

portion thereof to the extent necessary to make it enforceable. If necessary, this Agreement shall be deemed to be amended to delete the unenforceable provision or portion thereof, in which event such invalidity, voidness, illegality or unenforceability shall not affect the remaining provisions hereof, and this Agreement shall remain unaffected and shall be construed as if such invalid, void, illegal or unenforceable provision never had been contained herein.

b. Entirety/Conflict. This Agreement, together with the attached Exhibits, constitutes the entire agreement of the Parties with respect to the subject matter herein and supersedes any prior or contemporaneous agreements, understandings or representations relating thereto. There are no agreements, understandings, conditions or representations, express or implied, with reference to the subject hereof that are not merged herein or superseded hereby. In the event of a conflict between this Agreement and any subsequent writing between the Parties, including any purchase order, requisition, or other agreement, this Agreement shall control except as respects a specific amendment to this Agreement meeting the requirements of Section 2. In the event of a conflict between the provisions of this Agreement and one of the attached Exhibits or any work request, the provisions of this Agreement shall control.

c. No Partnership. No partnership, commercial partnership or joint venture is intended or shall result or be construed to exist as a result of execution or performance of any of the obligations or exercise or any rights or remedies by the Parties of or pursuant to this Agreement, and no act by either Party, or the officers, agents or employees of either Party, shall create such a relationship, nor shall any of the provisions hereof be construed or implied as creating such relationship for any purpose whatsoever. Neither shall the employees, agents or contractors of one Party hereto in any way be the agents, servants, employees or contractors of any other Party for any purpose whatsoever.

d. Third Party Beneficiary. Except as set forth in Sections 9 and 10 and any other provision in this Agreement extending a benefit to one or the other Party's Group, nothing in this Agreement shall be construed to give any rights or benefits in the Agreement to anyone other than Company and Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Company and Contractor and not for the benefit of any other person.

e. Waiver. Company's right to require strict performance of Contractor's obligations shall not be affected in any way by any previous waiver, forbearance, or course of dealing. Any waiver in one instance shall not be effective in any other instances.

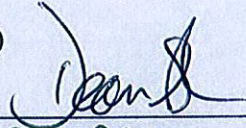
f. Headings; References. Any headings or numbering of sections or paragraphs of this Agreement are for convenience only and all terms and conditions of this Agreement are intended to take precedence over any such heading or numbering. All references to Sections refer to Sections in this Agreement, and all references to Exhibits refer to Exhibits made a part of this Agreement. When the term "herein," "hereof" or words of similar import are used in this Agreement, reference is made to the entire Agreement and not to any particular Section or subparagraph of a Section. The word "including" shall mean including without limitation.

g. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original once Company and Contractor have executed a counterpart of this Agreement, and all of which taken together shall constitute one and the same agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement, in duplicate, as of the day and year first above written.

("Contractor")



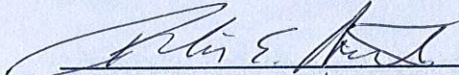
Printed Name: Dean Sahara
Title: President

Contractor's License No.: _____

Expiration Date: _____

**No Redlines -
mp/pt
7/6/2016*

OASIS PETROLEUM NORTH AMERICA LLC
("Company")



Printed Name: ROBIN HESKETH
Title: SE. VICE PRESIDENT OPERATIONS

EXHIBIT A

MINIMUM INSURANCE REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS

All capitalized terms used but not otherwise defined in this Exhibit A shall have the meaning ascribed to such terms in that certain Master Service Agreement (the "Agreement") to which this Exhibit A is attached (and by reference made a part thereof).

The minimum insurance coverage to be maintained by Contractor pursuant to the Agreement shall include:

1. Workers Compensation and Employers Liability Insurance:

a. Coverage A – Workers Compensation with a minimum limit of the statutory limits in accordance with the laws of the States in which operations are covered under the Agreement and statutory workers compensation coverage.

Coverage B – Employers Liability Insurance with a minimum limit of

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

2. Commercial General Liability Insurance (ISO Occurrence Form CG00011207) or the Equivalent:

With a minimum limit of liability of \$1,000,000 per occurrence–\$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate, including the following coverages:

- a. Products-Completed Operations Hazard Coverage;
- b. Contractual Liability specifically insuring any Services performed by Contractor for Company and including coverage for the sole negligence of Company Group
- c. Coverage for explosion, collapse and underground hazards for Services performed by Contractor involving equipment or materials of a volatile, incendiary or explosive nature or involving excavation, drilling or subsurface activity;
- d. Independent Contractor's Contingent coverage;
- e. Personal Injury Liability;
- f. Premises Liability;
- g. Policy territory adequate to cover the Worksite under the Agreement;
- h. Seepage and Pollution Liability, including, cleanup on a sudden and accidental basis with no less than 7 days for discovery and 30 days for incident reporting (Pollution liability may be provided under a separate pollution liability); and
- i. Endorsement providing that a claim "in rem" against any vessel or real or personal property shall be treated as a claim against Contractor.

3. Automobile Liability Insurance:

With a minimum limit of liability of \$1,000,000, combined single limit for any one accident or loss, including:

- a. Coverage for: owned, non-owned, and hired automobiles;
- b. Coverage for sudden and accidental pollution with the use of the "Pollution Liability – Broadened Coverage for Covered Autos – Business Auto, Motor Carrier and Truckers Coverage Forms (CA 99 48)" for automobiles transporting pollutants as defined in the Business Auto, Motor Carrier and Trucker coverage forms; and
- c. Contractual liability.

4. Umbrella (or Excess Liability) Insurance:

Providing coverage excess of insurance requirements set forth in numbered paragraphs 1, 2 and 3 of this Exhibit A (except for statutory Workers Compensation coverage), with a minimum limit of liability of \$5,000,000 per occurrence and a policy aggregate of \$5,000,000, with following form coverage or coverages at least as broad as underlying. Umbrella (or Excess Liability) policies may have a self-insured retention no greater than \$10,000.

Maintenance of said umbrella or excess liability insurance limit shall be a condition precedent to the payment to Contractor of the compensation for the Services herein provided.

5. Property Insurance: on an all risk form (including transit) covering Contractor's machinery and equipment for its replacement cost value and including removal of wreck and debris coverage.

No deductible amount above \$10,000 shall be used by Contractor to meet these minimum insurance requirements without the express prior written approval of Company. The insurance to be carried and the minimum amounts as set forth herein shall in no way be construed to limit Contractor's obligation pursuant to the Agreement. No "Self Insured Retentions" or "Self Insurance" are permitted on Workers Compensation/Employers Liability and Commercial General Liability policies. Any deductible amounts or self-insured retention are the sole responsibility of the Contractor.

All insurance policies of Contractor, whether or not required by the Agreement, shall, as respects liabilities assumed by Contractor, waive subrogation against Company Group, name Company Group as additional insured (except for Workers Compensation coverage) with such additional insured coverage including coverage for the sole or concurrent negligence of the additional insured and not being restricted to (a) "ongoing operations," (b) coverage for vicarious liability, or (c) circumstances in which the named insured is partially negligent, include a cross liability clause, and be primary as respects any other insurance coverage in favor of any member of Company Group.

If Contractor employs Subcontractors to perform any Services under the Agreement, then Contractor agrees to require such Subcontractors to obtain, carry, maintain, and keep in force during the time in which they are engaged in performing any Services under the Agreement, policies of insurance which comply with the requirements as set forth above and, upon request, to furnish copies of said policies thereof to Company. To the extent of liabilities assumed by the Contractor in the Agreement, all of Subcontractors' policies, whether or not required by the Agreement, must be primary to any other insurance policies providing coverage to any member of Company Group, must have waivers of subrogation from their insurers in favor of Company Group, and must name Company Group as additional insured.

At all times while performing Services under the Agreement, Contractor (and any Subcontractor) shall carry and maintain, at its sole expense, with insurers having an A.M. Best Rating of "A- VII" or higher or alternatively shall be issued by Underwriter at Lloyds of London, the minimum insurance coverages as set forth on this Exhibit A. Prior to Contractor's or its Subcontractors' entry upon the premises or property of Company or the performance by Contractor of the Services covered by the Agreement, Contractor agrees to provide Company with insurance certificates on an Acord 25 Form (as may be amended or updated by Acord from time to time) evidencing minimum insurance requirements described herein are in force and effect. Such policies shall provide Company thirty (30) days written notice of any cancellation or non-renewal. If Contractor's or its Subcontractor's available insurance policy limits are potentially eroded below the minimum insurance requirements as a result of a significant, related or unrelated incident or claim, Company shall have the right to immediately terminate the Agreement. **FAILURE TO MAINTAIN SAID INSURANCE BY CONTRACTOR OR ITS SUBCONTRACTORS, AS REQUIRED HEREIN, SHALL CONSTITUTE A MATERIAL BREACH AND SHALL BE SUFFICIENT GROUNDS FOR THE IMMEDIATE CANCELLATION OR SUSPENSION OF THE AGREEMENT BY COMPANY.** Any failure on the part of Company to insist upon strict adherence by Contractor to the insurance requirements hereunder shall in no event be construed to be a waiver of any of said requirements.

EXHIBIT B

FORM OF DOT CERTIFICATE

CERTIFICATE OF DOT COMPLIANCE

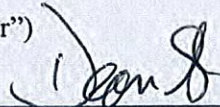
This Certificate of U.S. Department of Transportation ("DOT") compliance (this "Certificate") is made this 11 day of April, 2016 by SWAT Consulting ("Contractor") for reliance by Oasis Petroleum North America LLC ("Company"). All capitalized terms used but not otherwise defined in this Certificate shall have the meaning ascribed to such terms in that certain Master Service Agreement (the "Agreement") between Contractor and Company.

Contractor hereby certifies that at all times while performing Services under the Agreement that it has and shall maintain, and shall ensure that its Subcontractors have and maintain, where required for the type and nature of the Services performed, a drug and alcohol testing program compliant with the applicable DOT regulations (such program, "DOT Program"), and that it shall, and shall reasonably endeavor to ensure that its Subcontractors, have and abide by such DOT Program. Contractor and its Subcontractors shall allow access to their property and records by Company, the applicable DOT Administrator, any DOT agency with regulatory authority over Company or any covered employee, and, if Company is subject to the jurisdiction of a state agency, a representative of the state agency, for the purposes of monitoring Company's compliance with the requirements of the applicable DOT Program.

Failure by Contractor or its Subcontractors to have, maintain and/or comply with a required DOT compliant program shall constitute a material breach of Contractor's obligations under the Agreement.

IN WITNESS WHEREOF, a duly authorized representative has executed this Certificate effective as of the date set forth above.

("Contractor")



Printed Name: Dean Sahara
Title: President

APPENDIX C

HAZARD EVALUATION AND RISK ANALYSIS

Last Revised: July 14, 2016

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C.1 Spill Detection / Prevention Inspection

C.1.1 Spill Detection

C.1.2 Spill Prevention

C.2 Worst Case Discharge (WCD) Scenario Discussion

C.3 Planning Volume Calculations

C.4 Spill Volume Calculations

C.5 Pipeline - Abnormal Conditions

C.6 Product Characteristics and Hazards

Figure C.6-1 - Summary of Commodity Characteristics

C.1 SPILL DETECTION / PREVENTION INSPECTION

C.1.1 Spill Detection

C.1.1 Spill Detection
PIPELINE LEAK DETECTION SYSTEMS
Detection of a discharge from the Company system may occur in a number of ways including:
Automated Detection (SCADA)
The Supervisory Control and Data Acquisition (SCADA) system is used on the pipeline(s) to monitor pressure and flow rates, which exercise local control and transmit data to the control room at the Wild Basin Gas Plant. These systems are set to alarm or shut down on preset deviations of pressure and flow. Control Room personnel will take the appropriate actions in accordance with operating procedures.
Visual Detection by Company Personnel
Leak detection is accomplished by personnel surveillance. All pipelines are inspected periodically during field surveillance. Any leak will be repaired immediately.
Visual Detection by the Public
ROW markers are installed and maintained at road crossings and other noticeable points. Markers provide a 24-hour phone number for reporting emergency situations. The Company also participates in the 811 or "One Call" program which can be used to report a leak and determine the operator of a pipeline.
PIPELINE LEAK INSPECTION SYSTEMS
Visual observations during normal routine operations are made of the exposed portions of pipelines to locate signs of corrosion leaks, coating loss or excessive wear. In cases of small leaks, appropriate action is taken for temporary repair until a more permanent repair can be made. Records on all pipeline failures are kept on file and are available to DOT/PHMSA upon request.
The decision to replace or repair a pipeline is made as necessary; any decision to make a repair or to replace as section of pipeline will be based on sound engineering judgment.
Visual Inspection
The pipeline and adjacent areas are visually inspected for leaking oil by either aerial observation or ground patrol with special attention given to locations where the pipeline crosses highways, railroad tracks, and bodies of water. These inspections are conducted periodically in accordance with the Company O&M Manual.
Cathodic Protection

C.1.1 Spill Detection, Continued

C.1.1 Spill Detection, Continued
, ContinuedCathodic Protection
Pipelines are coated and have cathodic protection. All jurisdictional pipelines are subject to periodic cathodic protection inspections in accordance with Company procedures.
External Corrosion Control
Whenever buried portions of a pipeline are exposed for any reason, the pipe will be examined for evidence of external corrosion, coating deterioration, and cathodic protection effectiveness. If corrosion is found, a detailed evaluation will be performed to determine the extent of corrosion.
Exposed portions of the pipeline are painted and/or coated for corrosion protection
Valve Maintenance
All valves are inspected annually to ensure proper working condition.
PIPELINE SHUTDOWN
If, upon detection or inspection of the pipeline or pipeline system, an assessment of operations are outside expected parameters or values, abnormal conditions are considered to exist. If abnormal conditions exist, Control Room personnel will take the appropriate actions to ensure that a release does not occur. If a discharge has occurred, the Control Room will take actions to limit the magnitude. In either case, appropriate actions taken by Company personnel could include, but are not limited to:
<ul style="list-style-type: none"> ● Shut down effected line segment if there is an indication of a leak. ● Isolate line segment. ● Depressurize line. ● Start internal and external notifications. ● Mobilize additional personnel as required.

C.1.2 Spill Prevention

Programs designed to prevent spill emergencies include:

- Corrosion control programs,
- Preventative maintenance programs,
- Controller training programs,
- Operator training programs,
- 24-hour emergency telephone numbers,
- Supervisory control and data acquisition (SCADA) systems,
- Inspection programs,
- Emergency response drills,
- Maintaining containment systems around tankage,
- Membership in one-call organizations, and
- Public awareness programs.

The purpose of these programs is to prevent or mitigate a potential release and subsequent emergency response.

C.2 WORST CASE DISCHARGE (WCD) SCENARIO DISCUSSION

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

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

1. The First Responder would notify the Terminal Manager (Qualified Individual [QI]) and notifications would be initiated in accordance with **FIGURE 3.1-1**.
2. The Alternate or Primary QI would assume the role of Incident Commander until relieved and would initiate response actions and notifications in accordance with **SECTION 2**. If this were a small spill, the local/company personnel may handle all aspects of the response. Among those actions would be to:
 - Conduct safety assessment in accordance with **FIGURE 2.1-1** and evacuate personnel as needed in accordance with **SECTION 2.2**.
 - Direct responders to shut down ignition sources.
 - Direct personnel to position resources in accordance with **SECTION 6.8**.
 - Complete Initial Incident Report Form in accordance with **FIGURE 3.1-2**.
 - Ensure regulatory agencies are notified (**FIGURE 3.1-5**).
3. If this were a small or medium spill, the Qualified Individual/Incident Commander may elect for the First Responder to remain the Incident Commander or to activate selected portions of the Incident Management Team. However, for a worst case spill, the Alternate or Primary QI would assume the role of Incident Commander and would activate the entire Incident Management Team in accordance with activation procedures described in **SECTION 4.2**.
4. The Incident Commander would then initiate spill assessment procedures including surveillance operations, trajectory calculations, and spill volume estimating in accordance with **SECTION 2.1.3**.
5. The Incident Commander would then utilize checklists in **SECTION 4.6** as a reminder of ICS position responsibilities. The primary focus would be to establish incident priorities and objectives and to brief staff accordingly.
6. The Incident Commander would utilize the appropriate tactical plan for the spilled material (e.g., gasoline, distillate, or denatured ethanol). The tactical plans are in **SECTION 6.8**. The primary focus would be to safely control the spill, prevent or minimize offsite impacts, and recover the spilled material.
7. The Incident Management Team would develop the following plans, as appropriate (some of these plans may not be required during a small or medium spill):
 - Incident Briefing Form (**SECTION 5.2.1**)
 - Site Safety and Health (**SECTION 5.3**)
 - Incident Action Plan (**SECTION 5.2.3** through **SECTION 5.2.5**)
 - Disposal (**SECTION 5.5**)
 - Site Security (**SECTION 5.6**)
 - Decontamination (**SECTION 5.4**)
 - Demobilization (**SECTION 5.7**)
8. The response would continue until an appropriate level of cleanup is obtained.

C.3 PLANNING VOLUME CALCULATIONS

Once the worst case discharge volume has been calculated, response resources must be identified to meet the requirements of 40 CFR 112.20(h). Calculations to determine sufficient amount of response equipment necessary to respond to a worst case discharge is described below. A demonstration of the planning volume calculations is provided below.

C.4 SPILL VOLUME CALCULATIONS

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

1. The pipeline's maximum shut-down response time in hours (based on historic discharge data or in the absence of such data, the operators best estimate), multiplied by the maximum flow rate expressed in barrels per hour (based on the maximum daily capacity of the pipeline), plus the largest drainage volume after shutdown of the line section(s) in the response zone expressed in barrels; or
2. The largest foreseeable discharge for the line section(s) within a response zone, expressed in barrels (cubic meters), based on the maximum historic discharge, if one exists, adjusted for any subsequent corrective or preventative action taken; or
3. If the response zone contains one or more breakout tanks, the capacity of the single largest tank or battery of tanks within a single secondary containment system, adjusted for the capacity or size of the secondary containment system, expressed in barrels.

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

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

Breakout tanks are not present in this zone.

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

The worst case discharge for the pipeline segment is calculated at the Segment #2 (Internal diameter: 10.02" Length: 9.8 miles).

$$WCD = [(DT + ST) \times MF] + DD$$

Where:

WCD = worst case discharge (bbl)

DT + ST = maximum detection time + maximum shut down time in adverse weather (generally five minutes except where noted)

MF = maximum flow rate (bph) (using 2500 bph)

DD = drain down volume (bbl) (internal diameter)

$$WCD = 0.833 \text{ hours} \times 2500 \text{ bph} + 5050 \text{ bbls} = 7,132.50 \text{ bbls}$$

The DOT/PHMSA WCD volume for this plan is: Segment #2 (Internal diameter: 10.02" Length: 9.8 miles) 0.833 hours x 2500 bph + 5050 bbls = 7,132.50 bbls

C.5 PIPELINE - ABNORMAL CONDITIONS

Because PHMSA considers the "substantial threat" term in 49 CFR Part 194.115(a) equivalent to the "abnormal conditions" term under 49 CFR Part 195.402(d), procedures to identify events and conditions that can pose a threat of worst case discharge, and actions to take for preventing and mitigating such events and conditions are described in the Company Part 195 Crude Oil Pipeline Operations & Maintenance Manual.

C.6 PRODUCT CHARACTERISTICS AND HAZARDS

This Facility may store various types of commodities, including, but not limited to:

- Bakken – Three Forks - Crude Oil (Sweet)
- Non-Bakken – Three Forks - Crude Oil (Sour)
- Non-Bakken – Three Forks - Crude Oil (Sweet)

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

FIGURE C.6-1 describes primary oils handled.

FIGURE C.6-1 - SUMMARY OF COMMODITY CHARACTERISTICS

COMMON NAME	MSDS NAME	HEALTH HAZARD	FLASH POINT	SPECIAL HAZARD	REACTIVITY	HEALTH HAZARD WARNING STATEMENT
Bakken – Three Forks - Crude Oil (Sweet)	Bakken – Three Forks - Crude Oil (Sweet)	2	3	C, A	0	Skin contact may cause dermal irritation. Excessive inhalational exposures may cause irritation to nose, throat, lungs, and respiratory tract. Central nervous system effects may include headache, dizziness, loss of balance and coordination, unconsciousness, and respiratory failure.
Non-Bakken – Three Forks - Crude Oil (Sour)	Non-Bakken – Three Forks - Crude Oil (Sour)	2	3	C, A	0	Skin contact may cause dermal irritation. Excessive inhalational exposures may cause irritation to nose, throat, lungs, and respiratory tract. Central nervous system effects may include headache, dizziness, loss of balance and coordination, unconsciousness, and respiratory failure.
Non-Bakken – Three Forks - Crude Oil (Sweet)	Non-Bakken – Three Forks - Crude Oil (Sweet)	2	3	C, A	0	Skin contact may cause dermal irritation. Excessive inhalational exposures may cause irritation to nose, throat, lungs, and respiratory tract. Central nervous system effects may include headache, dizziness, loss of balance and coordination, unconsciousness, and respiratory failure.
Health Hazard	4 = Extremely Hazardous 3 = Hazardous 2 = Warning 1 = Slightly Hazardous 0 = No Unusual Hazard			Fire Hazard (Flash Point)	4 = Below 73°F, 22°C 3 = Below 100°F, 37°C 2 = Below 200°F, 93°C 1 = Above 200°F, 93°C 0 = Will not burn	
Special Hazard	A = Asphyxiant C = Contains Carcinogen W = Reacts with Water Y = Radiation Hazard COR = Corrosive OX = Oxidizer H ₂ S = Hydrogen Sulfide P = Contents under Pressure T = Hot Material			Reactivity Hazard	4 = May Detonate at Room Temperature 3 = May Detonate with Heat or Shock 2 = Violent Chemical Change with High Temperature and Pressure 1 = Not Stable if Heated 0 = Stable	

APPENDIX D CROSS-REFERENCES

Last Revised: May 19, 2016

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Figure D-1 - DOT / PHMSA Cross-Reference

Figure D-2 - OSHA Cross-Reference

FIGURE D-1 - DOT / PHMSA CROSS-REFERENCE

OPA 90 REQUIREMENTS (49 CFR 194)	LOCATION
Information Summary	
<ul style="list-style-type: none"> • For the core plan: 	
<ul style="list-style-type: none"> <ul style="list-style-type: none"> • Name and address of operator 	Figure 1-2
<ul style="list-style-type: none"> <ul style="list-style-type: none"> • For each Response Zone which contains one or more line sections that meet the criteria for determining significant and substantial harm (§194.103), listing and description of Response Zones, including county(s) and state(s) 	Figure 1-2
<ul style="list-style-type: none"> • For each Response Zone appendix: 	
<ul style="list-style-type: none"> <ul style="list-style-type: none"> • Information summary for core plan 	Section 1
<ul style="list-style-type: none"> <ul style="list-style-type: none"> • QI names and telephone numbers, available on 24-hr basis 	Figure 1-2, Figure 3.1-4
<ul style="list-style-type: none"> <ul style="list-style-type: none"> • Description of Response Zone, including county(s) and state(s) in which a worst case discharge could cause substantial harm to the environment 	Figure 1-2
<ul style="list-style-type: none"> <ul style="list-style-type: none"> • List of line sections contained in Response Zone, identified by milepost or survey station or other operator designation 	Figure 1-2
<ul style="list-style-type: none"> <ul style="list-style-type: none"> • Basis for operator's determination of significant and substantial harm 	Figure 1-2
<ul style="list-style-type: none"> <ul style="list-style-type: none"> • The type of oil and volume of the worst case discharge 	Appendix C
<ul style="list-style-type: none"> • Certification that the operator has obtained, through contract or other approved means, the necessary private personnel and equipment to respond, to the maximum extent practicable, to a worst case discharge or threat of such discharge 	Section 1.3; Appendix B
Notification Procedures	
<ul style="list-style-type: none"> • Notification requirements that apply in each area of operation of pipelines covered by the plan, including applicable state or local requirements 	Section 3
<ul style="list-style-type: none"> • Checklist of notifications the operator or Qualified Individual is required to make under the response plan, listed in the order of priority 	Section 3, Section 4.2
<ul style="list-style-type: none"> • Name of persons (individuals or organizations) to be notified of discharge, indicating whether notification is to be performed by operating personnel or other personnel 	Figure 3.1-4, Section 4.2
<ul style="list-style-type: none"> • Procedures for notifying Qualified Individuals 	Section 3; Section 4.2; Section 4.5
<ul style="list-style-type: none"> • Primary and secondary communication methods by which notifications can be made 	Section 7.1.6
<ul style="list-style-type: none"> • Information to be provided in the initial and each follow-up notification, including the following: <ul style="list-style-type: none"> • Name of pipeline • Time of discharge • Location of discharge • Name of oil recovered • Reason for discharge (e.g. material failure, excavation damage, corrosion) • Estimated volume of oil discharged • Weather conditions on scene • Actions taken or planned by persons on scene 	Figure 3.1-2

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

OPA 90 REQUIREMENTS (49 CFR 194)	LOCATION
Spill Detection and On-Scene Spill Mitigation Procedures	
<ul style="list-style-type: none"> • Methods of initial discharge detection 	Appendix C.1
<ul style="list-style-type: none"> • Procedures, listed in order of priority, that personnel are required to follow in responding to a pipeline emergency to mitigate or prevent any discharge from the pipeline 	Section 2
<ul style="list-style-type: none"> • List of equipment that may be needed in response activities based on land and navigable waters including: <ul style="list-style-type: none"> • Transfer hoses and pumps • Portable pumps and ancillary equipment • Facilities available to transport and receive oil from a leaking pipeline 	Section 7.1.1; Appendix B
<ul style="list-style-type: none"> • Identification of the availability, location, and contact phone numbers to obtain equipment for response activities on a 24-hour basis 	Figure 3.1-5; Appendix B
<ul style="list-style-type: none"> • Identification of personnel and their location, telephone numbers, and responsibilities for use of equipment in response activities on a 24-hour basis 	Figure 3.1-4; Section 7.1; Appendix B
Response Activities	
<ul style="list-style-type: none"> • Responsibilities of, and actions to be taken by, operating personnel to initiate and supervise response actions pending the arrival of the Qualified Individual or other response resources identified in the response plan 	Section 2; Section 4; Appendix B
<ul style="list-style-type: none"> • Qualified Individual's responsibilities and authority, including notification of the response resources identified in the response plan 	Section 4.5
<ul style="list-style-type: none"> • Procedures for coordinating the actions of the operator or Qualified Individual with the action of the OSC responsible for monitoring or directing those actions 	Section 4.4; Section 4.5
<ul style="list-style-type: none"> • Oil spill response organizations (OSRO) available through contract or other approved means, to respond to a worst case discharge to the maximum extent practicable 	Appendix B
<ul style="list-style-type: none"> • For each organization identified under paragraph (d), a listing of: <ul style="list-style-type: none"> • Equipment and supplies available • Trained personnel necessary to continue operation of the equipment and staff the oil spill removal organization for the first seven days of the response 	Appendix B
List of Contacts	
<ul style="list-style-type: none"> • List of persons the Plan requires the operator to contact 	Section 3, Section 4.2
<ul style="list-style-type: none"> • Qualified individuals for the operator's areas of operation 	Figure 1-2, Figure 3.1-4
<ul style="list-style-type: none"> • Applicable insurance representatives or surveyors for the operator's areas of operation 	Section 3
<ul style="list-style-type: none"> • Persons or organizations to notify for activation of response resources 	Section 3
Training Procedures	
<ul style="list-style-type: none"> • Description of training procedures and programs of the operations 	Appendix A.2

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

OPA 90 REQUIREMENTS (49 CFR 194)	LOCATION
Drill Procedures	
<ul style="list-style-type: none"> Announced and unannounced drills 	Appendix A.1
<ul style="list-style-type: none"> Types of drills and their frequencies; for example: <ul style="list-style-type: none"> Manned pipeline emergency procedures and qualified individual notification drills conducted quarterly Drills involving emergency actions by assigned operating or maintenance personnel and notification of qualified individual on pipeline facilities which are normally unmanned, conducted quarterly Shore-based Spill Management Team (SMT) tabletop drills conducted yearly Oil spill removal organization field equipment deployment drills conducted yearly A drill that exercises entire response plan for each Response Zone, would be conducted at least once every three years 	Appendix A.1
Response Plan review and update procedures	
<ul style="list-style-type: none"> Procedures to meet §194.121 	Section 1.2
<ul style="list-style-type: none"> Procedures to review plan after a worst case discharge and to evaluate and record the plan's effectiveness 	Section 1.2; Section 8.3
Response zone appendices	
Each response zone appendix would provide the following information:	
<ul style="list-style-type: none"> Name and telephone number of the qualified individual 	Figure 1-2; Figure 3.1-4
<ul style="list-style-type: none"> Notification procedures 	Section 3
<ul style="list-style-type: none"> Spill detection and mitigation procedures 	Section 2.1; Appendix C
<ul style="list-style-type: none"> Name, address, and telephone number of oil spill response organization 	Figure 3.1-5; Appendix B
<ul style="list-style-type: none"> Response activities and response resources including: <ul style="list-style-type: none"> Equipment and supplies necessary to meet §194.115 Trained personnel necessary to sustain operation of the equipment and to staff the oil spill response organization and spill management team for the first seven days of the response 	Figure 3.1-4, Appendix A; Appendix B
<ul style="list-style-type: none"> Names and telephone numbers of federal, state, and local agencies which the operator expects to assume pollution response responsibilities 	Figure 3.1-5
<ul style="list-style-type: none"> Worst case discharge volume 	Appendix C
<ul style="list-style-type: none"> Method used to determine the worst case discharge volume, with calculations 	Appendix C
<ul style="list-style-type: none"> A map that clearly shows: <ul style="list-style-type: none"> Location of worst case discharge Distance between each line section in the Response Zone: <ul style="list-style-type: none"> Each potentially affected public drinking water intake, lake, river, and stream within a radius of five miles of the line section Each potentially affected environmentally sensitive area within a radius of one mile of the line section 	Figure 1-3; Section 6

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

OPA 90 REQUIREMENTS (49 CFR 194)	LOCATION
Response zone appendices, Continued	
<ul style="list-style-type: none"> • Piping diagram and plan-profile drawing of each line section; may be kept separate from the response plan if the location is identified 	Figure 1-2; Figure 1-3
<ul style="list-style-type: none"> • For every oil transported by each pipeline in the response zone, emergency response data that: <ul style="list-style-type: none"> • Include name, description, physical and chemical characteristics, health and safety hazards, and initial spill-handling and firefighting methods • Meet 29 CFR 1910.1200 or 49 CFR 172.602 	Appendix C.6, Figure C.6-1

FIGURE D-2 - OSHA CROSS-REFERENCE

EAP REQUIREMENTS (29 CFR 1910.38)	LOCATION
(a) Application. An employer must have an emergency action plan whenever an OSHA standard in this part requires one. The requirements in this section apply to each such emergency action plan.	
(b) Written and oral emergency action plans. An emergency action plan must be in writing, kept in the workplace, and available to employees for review. However, an employer with 10 or fewer employees may communicate the plan orally to employees.	
(c) Minimum elements of an emergency action plan. An emergency action plan must include at a minimum:	
(1) Procedures for reporting a fire or other emergency;	Section 2, Section 3
(2) Procedures for emergency evacuation, including type of evacuation and exit route assignments;	Section 2.2
(3) Procedures to be followed by employees who remain to operate critical plant operations before they evacuate;	N/A
(4) Procedures to account for all employees after evacuation;	Section 2.2
(5) Procedures to be followed by employees performing rescue or medical duties; and	Section 2.4
(6) The name or job title of every employee who may be contacted by employees who need more information about the plan or an explanation of their duties under the plan.	Figure 3.1-4, Section 4
(d) Employee alarm system. An employer must have and maintain an employee alarm system. The employee alarm system must use a distinctive signal for each purpose and comply with the requirements in §1910.165.	Section 2.2
(e) Training. An employer must designate and train employees to assist in a safe and orderly evacuation of other employees.	Appendix A
(f) Review of emergency action plan. An employer must review the emergency action plan with each employee covered by the plan:	Appendix A.2
(1) When the plan is developed or the employee is assigned initially to a job;	Appendix A.2
(2) When the employee's responsibilities under the plan change; and	Appendix A.2
(3) When the plan is changed.	Appendix A.2

FIGURE D-2 - OSHA CROSS-REFERENCE, CONTINUED

ERP REQUIREMENTS (29 CFR 1910.120 [q] [2])	LOCATION
(q) Emergency response to hazardous substance releases. This paragraph covers employers whose employees are engaged in emergency response no matter where it occurs except that it does not cover employees engaged in operations specified in paragraphs (a)(1)(i) through (a)(1)(iv) of this section. Those emergency response organizations who have developed and implemented programs equivalent to this paragraph for handling releases of hazardous substances pursuant to section 303 of the Superfund Amendments and Reauthorization Act of 1986 (Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. 11003) shall be deemed to have met the requirements of this paragraph.	
(1) Emergency response plan. An emergency response plan shall be developed and implemented to handle anticipated emergencies prior to the commencement of emergency response operations. The plan shall be in writing and available for inspection and copying by employees, their representatives and OSHA personnel. Employers who will evacuate their employees from the danger area when an emergency occurs, and who do not permit any of their employees to assist in handling the emergency, are exempt from the requirements of this paragraph if they provide an emergency action plan in accordance with 29 CFR 1910.38.	
(2) Elements of an emergency response plan. The employer shall develop an emergency response plan for emergencies which shall address, as a minimum, the following to the extent that they are not addressed elsewhere:	
(i) Pre-emergency planning and coordination with outside parties.	Section 3, Appendix C
(ii) Personnel roles, lines of authority, training, and communication.	Section 3, Section 4, Section 7.1.6, Appendix A.2
(iii) Emergency recognition and prevention.	Appendix C
(iv) Safe distances and places of refuge.	Section 2.2
(v) Site security and control.	Section 5.6, Section 7.3
(vi) Evacuation routes and procedures.	Section 2.2
(vii) Decontamination.	Section 5.4
(viii) Emergency medical treatment and first aid.	Section 2.4
(ix) Emergency alerting and response procedures.	Section 2
(x) Critique of response and follow-up.	Section 8
(xi) PPE and emergency equipment.	Section 7.1.1, Figure 7.1-1
(xii) Emergency response organizations may use the local emergency response plan or the state emergency response plan or both, as part of their emergency response plan to avoid duplication. Those items of the emergency response plan that are being properly addressed by the SARA Title III plans may be substituted into their emergency plan or otherwise kept together for the employer and employee's use.	

APPENDIX E ACRONYMS AND DEFINITIONS

Last Revised: August 2014

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E.1 Acronyms

E.2 Definitions

E.1 ACRONYMS

ABBREVIATION	TERM
ACP	Area Contingency Plan
AFFF	Aqueous Film Forming Foam
AR-AFFF	Alcohol Resistant Aqueous Film Forming Foam
ASTM	American Society of Testing Materials
BBL	Barrel(s)
BLM	Bureau of Land Management (USDOI)
BPD	Barrels Per Day
BPH	Barrels Per Hour
CERCLA	Comprehensive Environmental Response, Compensation & Liability Act of 1980, as amended
CFR	Code of Federal Regulations
CO2	Carbon Dioxide
COTP	Captain of the Port (USCG)
CRZ	Contamination Reduction Zone
CWA	Clean Water Act of 1977 (Federal)
EAP	Emergency Action Plan
EAP	Emergency Action Plan
EMS	Emergency Medical Services
EMT	Emergency Management Team
EOC	Emergency Operations Center
EPA	U.S. Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act
ERAP	Emergency Response Action Plan
ERP	Emergency Response Plan
FAA	Federal Aviation Administration
FEMA	Federal Emergency Management Agency
FOSC	Federal On-Scene Coordinator
FRP	Facility Response Plan
FRT	Facility Response Team
FWPCA	Federal Water Pollution Control Act of 1972
GIS	Geographic Information System
GPM	Gallons Per Minute
HAZMAT	Hazardous Materials
HMS	Hazardous Material Information System
IC	Incident Commander
ICS	Incident Command System

E.1 ACRONYMS, CONTINUED

ABBREVIATION	TERM
IMT	Incident Management Team
JIC	Joint Information Center
LEL	Lower Explosive Limit
LEPC	Local Emergency Planning Committee
LEPD	Local Emergency Planning District
LNG	Liquid Natural Gas
LPG	Liquefied Petroleum Gas
MSDS	Material Safety Data Sheets
MTR	Marine Transportation Related
N/A	Not Applicable
NCP	National Oil and Hazardous Substances Pollution Contingency Plan
NIIMS	National Interagency Incident Management System
NM	Nautical Miles
NOAA	National Oceanic and Atmospheric Administration
NRC	National Response Center
NRDA	National Resource Damage Assessment
NRT	National Response Team
OBA	Oxygen Breathing Apparatus
OPA 90	Oil Pollution Act of 1990
OSC	On-Scene Coordinator/Commander
OSHA	Occupational Safety and Health Administration (USDL)
PHMSA	Pipeline and Hazardous Materials Safety Administration (USDOT)
PPE	Personal Protective Equipment
PREP	(National) Preparedness for Response Exercise Program
PSM	Process Safety Management
QI	Qualified Individual
RCRA	Resource Conservation and Recovery Act of 1976
RMP	Risk Management Program
RQ	Reportable Quantity
RSPA	Research and Special Programs Administration (USDOT)
SARA	Superfund Amendments and Reauthorization Act
SCADA	Supervisory Control and Data Acquisition (System)
SCBA	Self Contained Breathing Apparatus
SDWA	Safe Drinking Water Act of 1986
SERC	State Emergency Response Commission

E.1 ACRONYMS, CONTINUED

ABBREVIATION	TERM
SETS	Safety Environment and Training Services
SI	Surface Impoundment
SIC	Standard Industrial Classification (Code)
SOSC	State On-Scene Coordinator
SPCC	Spill Prevention, Control, and Countermeasures (Plan)
SSC	Scientific Support Coordinator (NOAA)
UCS	Unified Command System
UEL	Upper Explosive Limit
USACOE	U.S. Army Corps of Engineers
USCG	U.S. Coast Guard
USDL	U.S. Department of Labor
USDOD	U.S. Department of Defense
USDOE	U.S. Department of Energy
USDOI	U.S. Department of the Interior
USDOJ	U.S. Department of Justice
USDOT	U.S. Department of Transportation
USFWS	U.S. Fish and Wildlife Service (USDOI)
USGS	U.S. Geological Survey (USDOI)

E.2 DEFINITIONS

TERM	DEFINITION
Adverse Weather	The weather conditions that will be considered when identifying response systems and equipment in a response plan for the applicable operating environment. Factors to consider include significant wave height, ice, temperature, weather-related visibility, and currents with the Captain of the Port (COTP) zone in which the systems or equipment are intended to function.
Aqueous Film Forming Foam	A fluoro-carbon surfactant that acts as an effective vapor securing agent due to its effect on the surface tension of the water. Its physical properties enable it to float and spread across surfaces of a hydrocarbon fuel with more density than protein foam.
Average Most Probable Discharge (USCG)	A discharge of the lesser of 50 barrels (2100 gallons) or one percent of the volume of the worst case discharge.
Barrel	Measure of space occupied by 42 U. S. gallons at 60 degrees Fahrenheit.
Bleve	A boiling liquid-expanding vapor explosion; failure of a liquefied flammable gas container caused by fire exposure. Pronounced "blevey."
Boilover	Occurs when the heat from a fire in a tank travels down to the bottom of the tank causing water that is already there to boil and push part of the tank's contents over the side.
Carbon Dioxide	A heavy, colorless, odorless, asphyxiating gas, that does not normally support combustion. It is one and one-half times heavier than air and when directed at the base of a fire its action is to dilute the fuel vapors to a lean mixture to extinguish the fire.
Class A Fire	A fire involving common combustible materials which can be extinguished by the use of water or water solutions. Materials in this category include wood and wood-based materials, cloth, paper, rubber and certain plastics.
Class B Fire	A fire involving flammable or combustible liquids, flammable gases, greases and similar products. Extinguishment is accomplished by cutting off the supply of oxygen to the fire or by preventing flammable vapors from being given off.

E.2 DEFINITIONS, CONTINUED

TERM	DEFINITION
Class C Fire	A fire involving energized electrical equipment, conductors or appliances. Nonconducting extinguishing agents must be used for the protection of firefighters.
Class D Fire	A fire involving combustible metals, for example, sodium, potassium, magnesium, titanium and aluminum. Extinguishment is accomplished through the use of heat-absorbing extinguishing agents such as certain dry powders that do not react with the burning metals.
Cold (Support) Zone	An area free of contaminants so that Personal Protection Equipment (PPE) is not required for personnel working in this area. Command functions and supporting operations are carried out here.
Command Post	A site located at a safe distance from the spill site where response decisions are made, equipment and manpower deployed, and communications handled. The Incident Commander and the On-Scene Coordinators may direct the on-scene response from this location.
Communication Equipment	Equipment that will be utilized during response operations to maintain communication between employees, contractors, federal/state/local agencies.
Containment Boom	A flotation/freeboard device, made with a skirt/curtain, longitudinal strength member, and ballast unit/weight designed to entrap and contain the product for recovery.
Contamination Reduction Zone	Same as the warm zone, a buffer between the hot and cold zones. Decontamination activities take place there. Equipment needed to support the primary response operation may be staged in the warm zone.
Contingency Plan	A document used by: (1) federal, state, and local agencies to guide planning and response procedures regarding spill of oil, hazardous substances, or other emergencies; (2) a document used by industry as a response plan to spills of oil, hazardous substances, or other emergencies occurring upon their vessels or at their facilities.
Contract or Other Approved Means	<p>Includes:</p> <ul style="list-style-type: none"> ● A written contractual agreement with a response contractor. The agreement should identify and ensure the availability of the specified personnel and equipment described under U.S.C.G. Regulations within stipulated response times in the specified geographic areas ● Certification by the facility owner or operator that the specified personnel and equipment described under USCG Regulations are owned, operated, or under the direct control of the facility owner or operator, and are available within stipulated times in the specified geographic areas ● Active membership in a local or regional oil spill removal organization that has identified specified personnel and equipment described under USCG Regulations that are available to respond to a discharge within stipulated times in the specified geographic areas ● A document which: <ul style="list-style-type: none"> ● Identifies the personnel, equipment, services, capable of being provided by the response contractor within stipulated response times in specified geographic areas ● Sets out the parties' acknowledgment that the response contractor intends to commit the resources in the event of a response ● Permits the Coast Guard to verify the availability of the response resources identified through tests, inspections, drills ● Is incorporated by reference in the Response Plan ● For a facility that could reasonably be expected to cause substantial harm to the environment, with the consent of the response contractor or oil spill removal organization, the identification of a response contractor or oil spill removal organization with specified equipment and personnel which are available within stipulated response times in specific geographic areas.

E.2 DEFINITIONS, CONTINUED

TERM	DEFINITION
Demand Breathing Apparatus	A type of self-contained breathing apparatus that provides air or oxygen from a supply carried by the user.
Dispersants	Those chemical agents that emulsify, disperse, or solublize oil into the water column or promote the surface spreading of oil slicks to facilitate dispersal of the oil into the water column.
Diversion Boom	A flotation/freeboard device, made with a skirt/curtain, longitudinal strength member, and ballast unit/weight designed to deflect or divert the product towards a pick up point, or away from certain areas.
Emergency Response Group	The personnel identified to staff the organizational structure identified in a response plan to manage response plan implementation.
Environmentally Sensitive Areas	Streams and water bodies, aquifer recharge zones, springs, wetlands, agricultural areas, bird rookeries, endangered or threatened species (flora and fauna) habitat, wildlife preserves or conservation areas, parks, beaches, dunes, or any other area protected or managed for its natural resource value.
Exclusion Zone	Same as hot zone, the area where a hazard exists. This is the hazardous location on site, therefore entry requires personal protective equipment (PPE). It must be big enough for both mitigation activities and protection of personnel in the warm zone should an explosion, fire, change of wind direction, or an unexpected release occur during response activities.
Explosive Range	Flammable range; the range of the mixture of air and flammable gas or flammable vapor of liquids that must be present in the proper proportions for the mixture to be ignited. The range has upper and lower limits; any mixture above the upper explosive limit or below the lower explosive limit will not burn.
Facility	Any pipeline, structure, equipment, or device used for handling oil including, but not limited to, underground and aboveground storage tanks, impoundments, mobile or portable drilling or workover rigs, barge mounted drilling or workover rigs, and portable fueling facilities located offshore or on or adjacent to coastal waters or any place where a discharge of oil from the facility could enter coastal waters or threaten to enter the coastal waters.
Federal Fund	The oil spill liability trust fund established under OPA.

E.2 DEFINITIONS, CONTINUED

TERM	DEFINITION
First Responders, First Response Agency	A public health or safety agency (i.e., fire service or police department) charged with responding to a spill during the emergency phase and alleviating immediate danger to human life, health, safety, or property.
Flash Point	The temperature at which a liquid fuel gives off sufficient vapor to form an ignitable mixture near its surface.
Flashover	The ignition of combustibles in an area heated by convection, radiation, or a combination of the two. The action may be a sudden ignition in a particular location followed by rapid spread or a "flash" of the entire area.
Foam	A blanket of bubbles that extinguishes fire mainly by smothering. The blanket prevents flammable vapors from leaving the surface of the fire and prevents oxygen from reaching the fuel. The water in the foam also has a cooling effect.
Hazardous Material	Any nonradioactive solid, liquid, or gaseous substance which, when uncontrolled, may be harmful to humans, animals, or the environment. Including but not limited to substances otherwise defined as hazardous wastes, dangerous wastes, extremely hazardous wastes, oil, or pollutants.
Hazardous Substance	Any substance designed as such by the Administrator of EPA pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act; regulated pursuant to Section 311 of the Federal Water Pollution Control Act.
Hazardous Waste	Any solid waste identified or listed as a hazardous waste by the Administrator of the EPA pursuant to the federal Solid Waste Disposal Act, as amended by the Resources Conservation and Recovery Act (RCRA), 42 U.S.C., Section 6901, et seq as amended. The EPA Administrator has identified the characteristics of hazardous wastes and listed certain wastes as hazardous in Title 40 of the Code of Federal Regulations, Part 261, Subparts C and D respectively.
Higher Volume Port Area	Ports of: <ul style="list-style-type: none"> • Boston, MA • New York, NY • Delaware Bay and River to Philadelphia, PA • St. Croix, VI • Pascagoula, MS • Mississippi River from Southwest Pass, LA to Baton Rouge, LA • Louisiana Offshore Oil Port (LOOP), LA • Lake Charles, LA • Sabine-Natchez River, TX • Galveston Bay and Houston Ship Channel, TX • Corpus Christi, TX • Los Angeles/Long Beach Harbor, CA • San Francisco Bay, San Pablo Bay, Carquinez Strait, Suisun Bay to Antioch, CA • Straits of Juan de Fuca and Puget Sound, WA • Prince William Sound, AK
Hot (Exclusion) Zone	The area where a hazard exists. This is the hazardous location on site, therefore entry requires personal protective equipment (PPE). It must be big enough for both mitigation activities and protection of personnel in the warm zone should an explosion, fire, change of wind direction, or an unexpected release occur during response activities.

E.2 DEFINITIONS, CONTINUED

TERM	DEFINITION
Hyperthermia	A dangerously high fever that can damage nerve centers. This condition can result from exposure to excessive heat over an extended period of time.
Ignition Temperature	The lowest temperature at which a fuel will burn without continued application of an ignition source.
Incident Command System	A method by which the response to an extraordinary event, including a spill, is categorized into functional components and responsibility for each component assigned to the appropriate individual or agency.
Incident Commander (IC)	The one individual in charge at any given time of an incident. The Incident Commander will be responsible for establishing a unified command with all on-scene coordinators.
Interim Storage Site	A site used to temporarily store recovered oil or oily waste until the recovered oil or oily waste is disposed of at a permanent disposal site. Interim storage sites include trucks, barges, and other vehicles, used to store waste until the transport begins.
Lead Agency	The government agency that assumes the lead for directing the spill response.
Lead Federal Agency	<p>The agency which coordinates the federal response to incidents on navigable waters. The lead Federal agencies are:</p> <ul style="list-style-type: none"> • U. S. Coast Guard (USCG): Oil and chemically hazardous materials incidents on navigable waters • Environmental Protection Agency (EPA): Oil and chemically hazardous materials incidents on most inland waters and in the inland zone
Lead State Agency	The agency which coordinates state support to Federal and/or Local governments or assumes the lead in the absence of a Federal spill response.
Lower Flammable Limit	Minimum flammable concentration of a particular gas in the air.

E.2 DEFINITIONS, CONTINUED

TERM	DEFINITION
Marine Transportation-Related Facility (MTR Facility)	An onshore facility, including piping and any structure used to transfer oil to or from a vessel, subject to regulation under 33 CFR Part 154 and any deepwater port subject to regulation under 33 CFR Part 150.
Maximum Extent Practicable	The planning values derived from the planning criteria used to evaluate the response resources described in the response plan to provide the on-water recovery capability and the shoreline protection and cleanup capability to conduct response activities for a worst case discharge from a facility in adverse weather.
Maximum Most Probable Discharge (USCG)	A discharge of the lesser of 2,500 barrels or ten percent of the volume of a worst case discharge.
Medium Discharge (EPA)	Same as maximum most probable discharge.
National Contingency Plan	The plan prepared under the Federal Water Pollution Control Act (33 United States Code '1321 et seq) and the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 United State Code '9601 et seq), as revised from time to time.
Nearshore Area	The area extending seaward 12 miles from the boundary lines defined in 46 CFR Part 7, except in the Gulf of Mexico. In the Gulf of Mexico, it means the area extending seaward 12 miles from the line of demarcation (COLREG) lines) defined in '80.740 - 80.850 of Title 33 of the CFR.
Non-Persistent or Group I Oil	A petroleum-based oil, such as MGO, that, at the time of shipment, consists of hydrocarbon fractions: <ul style="list-style-type: none"> • At least 50% of which by volume, distill at a temperature of 340EC (645EF) • At least 95% of which volume, distill at a temperature of 370EC (700EF)
Non-Petroleum Oil	Oil of any kind that is not petroleum-based. It includes, but is not limited to, animal and vegetable oils.
Offshore Area	The area beyond 12 nautical miles measured from the boundary lines defined in 46 CFR Part 7 extending seaward to 50 nautical miles, except in the Gulf of Mexico. In the Gulf of Mexico it is the area beyond 12 nautical miles of the line of demarcation (COLREG lines) defined in '80-740 - 80.850 of Title 33 of the CFR extending seaward to 50 nautical miles.

E.2 DEFINITIONS, CONTINUED

TERM	DEFINITION
Oil or Oils	Naturally occurring liquid hydrocarbons at atmospheric temperature and pressure coming from the earth, including condensate and natural gasoline, and any fractionation thereof, including, but not limited to, crude oil, petroleum gasoline, fuel oil, diesel oil, oil sludge, oil refuse, and oil mixed with wastes other than dredged spoil. Oil does not include any substance listed in Table 302.4 of 40 CFR Part 302 adopted August 14, 1989, under Section 101(14) of the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by P.L. 99-499.
Oil Spill Removal Organization (OSRO)	An entity that provides oil spill response resources, and includes any for profit or not-for-profit contractor, cooperative, or in-house response resources that have been established in a geographic area to provide required response resources.
Operating Area	The rivers and canals, inland, nearshore, Great Lakes, or offshore geographic location(s) in which a facility is handling, storing, or transporting oil.
Operating Environment	Rivers and canals, inland, Great Lakes, or ocean. These terms are used to define the conditions in which response equipment is designed to function.
Overhaul	A procedure following a fire whereby the area is examined for hidden fire and fire extension and the fire area is cleaned up.
Owner or Operator	Any person, individual, partnership, corporation, association, governmental unit, or public or private organization of any character.
Persistent Oil	A petroleum-based oil that does not meet the distillation criteria for a non-persistent oil, such as heavy fuel oil. For the purposes of this Appendix, persistent oils are further classified based on specific gravity as follows: <ul style="list-style-type: none"> • Group II - specific gravity less than .85 • Group III - specific gravity between .85 and less than .95 • Group IV - specific gravity .95 to and including 1.0 • Group V - specific gravity greater than 1.0
Primary Response Contractor(s)	An individual, company, or cooperative that has contracted directly with the plan holder to provide equipment and/or personnel for the containment or cleanup of spilled oil.
Qualified Individual(s)	An English-speaking representative(s) of the facility identified in the plan, located in the United States, available on a 24-hour basis, familiar with implementation of the facility response plan, and trained in his or her responsibilities under the plan. This person must have full written authority to implement the facility's response plan. This includes: <ul style="list-style-type: none"> • Activating and engaging in contracting with identified oil spill removal organization(s) • Acting as a liaison with the predesignated of Federal On-Scene Coordinator (FOCS) • Obligating, either directly or through prearranged contracts, funds required to carry out all necessary or directed response activities

E.2 DEFINITIONS, CONTINUED

TERM	DEFINITION
Regional Response Team	The Federal Response Organization (consisting of representatives from selected Federal and State agencies) which acts as a regional body responsible for planning and preparedness before an oil spill occurs and providing advice to the FOSC in the event of a major or substantial spill.
Reid Vapor Pressure Method	Method used by the American Society of Testing Materials to test vapor pressure. It is a measure of the volatility, or tendency to vaporize, of a liquid.
Responsible Party	Any person, owner/operator, or facility that has control over an oil or hazardous substance immediately before entry of the oil or hazardous substance into the atmosphere or in or upon the water, surface, or subsurface land of the state.
Rivers and Canals	A body of water confined within the inland area that has a projected depth of 12 feet or less, including the Intracoastal Waterway and other waterways artificially created for navigation.
Skimmers	Mechanical devices used to skim the surface of the water and recover floating oil. Skimmers fall into four basic categories (suction heads, floating weirs, oleophilic surface units, and hydrodynamic devices) which vary in efficiency depending on the type of oil and size of spill.
Sloper	An event that occurs when water is introduced into a tank of very hot liquid, causing the liquid to froth and spatter.
Sorbents	Materials ranging from natural products to synthetic polymeric foams placed in confined areas to soak up small quantities of oil. Sorbents are very effective in protecting walkways, boat decks, working areas, and previously uncontaminated or cleaned areas.
Spontaneous Ignition	A fire that occurs without a flame, spark, hot surface, or other outside source of ignition.
Staging Areas	Designated areas near the spill site accessible for gathering and deploying equipment and/or personnel.

E.2 DEFINITIONS, CONTINUED

TERM	DEFINITION
State Emergency Response Commission (SERC)	A group of officials appointed by the Governor to implement the provisions of Title III of the Federal Superfund Amendments and Reauthorization Act of 1986 (SARA). The SERC approves the State Oil and Hazardous Substance Discharge Prevention and Contingency Plan and Local Emergency Response Plans.
Static Electricity	Charges of electricity accumulated on opposing and usually moving surfaces having negative and positive charges, respectively. A hazard exists where the static potential is sufficient to discharge a spark in the presence of flammable vapors or combustible dusts.
Support Zone	Same as cold zone, an area free of contaminants so that personal protection equipment (PPE) is not required for personnel working in this area. Command functions and supporting operations are carried out here.
Tornado Warning	A tornado has been sighted.
Tornado Watch	Conditions are favorable for tornados to form.
Unified Command	The method by which local, state, and federal agencies will work with the Incident Commander to: <ul style="list-style-type: none"> • Determine their roles and responsibilities for a given incident • Determine their overall objectives for management of an incident • Select a strategy to achieve agreed upon objectives • Deploy resources to achieve agreed-upon objectives
Warm (Contamination Reduction) Zone	A buffer between the hot and cold zones. Decontamination activities take place there. Equipment needed to support the primary response operation may be staged in the warm zone.
Waste	Oil or contaminated soil, debris, and other substances removed from coastal waters and adjacent waters, shorelines, estuaries, tidal flats, beaches, or marshes in response to an unauthorized discharge. Waste means any solid, liquid, or other material intended to be disposed of or discarded and generated as a result of an unauthorized discharge of oil. Waste does not include substances intended to be recycled if they are in fact recycled within 90 days of their generation or if they are brought to a recycling facility within that time.
Wildlife Rescue	Efforts made in conjunction with federal and state agencies to retrieve, clean, and rehabilitate birds and wildlife affected by an oil spill.

**APPENDIX F
ADDITIONAL INFORMATION**

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