

FACILITY RESPONSE PLAN



Wild Basin Gas Plant and Crude Handling Facility
48° 24' 01" N 102° 55' 04" W
2170 31st Street NW
Watford City, ND 58854

October 7, 2016
Revision 0

Sensitive Areas: Various Wetlands, Tobacco Garden Creek

Prepared for:

Oasis Midstream Services, LLC.
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Prepared By:



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CONTENTS

INTRODUCTION	1
EMERGENCY RESPONSE ACTION PLAN	2
2. Emergency Notification Phone List.....	4
3. Spill Response Notification Form	6
4. Response Equipment List and Location	8
5. Response Equipment Testing and Deployment	12
6. Facility Response Team	13
7. Evacuation Plan	14
8. Immediate Actions.....	14
9. Facility Diagrams.....	16
1.0 FACILITY INFORMATION	20
2.0 EMERGENCY RESPONSE INFORMATION	21
2.1 Emergency Notification Phone List.....	21
2.2 Spill Response Notification Form	21
2.3 Emergency Response Equipment.....	21
2.4 Response Equipment Testing & Deployment Drills	21
2.5 Facility Response Personnel.....	22
2.6 Evacuation Plans.....	22
2.7 Qualified Individual's Responsibilities.....	23
3.0 HAZARD EVALUATION	24
3.1 Hazard Identification.....	24
3.2 Vulnerability Analysis	25
3.3 Potential Discharge Analysis.....	26
3.4 Facility Reportable Oil Spill History	27
4.0 DISCHARGE SCENARIOS.....	27
4.1 Small and Medium Discharges.....	27
4.1.1 Facility-Specific Discharge Scenarios.....	27
4.1.2 Response Factors.....	28
4.2 Worst Case Discharge	30
5.0 DISCHARGE DETECTION SYSTEMS.....	32
5.1 Discharge Detection by Personnel	32
5.2 Automated Discharge Detection.....	33
6.0 PLAN IMPLEMENTATION.....	34
6.1 Response Resources for Small, Medium, and Worst Case Spills	34
6.2 Disposal Plans.....	36
6.3 Containment and Drainage Planning.....	36
6.3.1 Containment Volume	36
6.3.2 Drainage Routes.....	36
6.3.3 Drainage Troughs Construction Material	36
6.3.4 Valves and Separators Used in the Drainage System	36
6.3.5 Sumps.....	37
6.3.6 Boom/Weir Containment.....	37
6.3.7 Other Cleanup Materials.....	37
7.0 SELF-INSPECTION, DRILLS/EXERCISE, and RESPONSE TRAINING	37

7.1 Facility Self-Inspection	37
7.1.1 Tank Inspection	37
7.1.2 Response Equipment Inspection	37
7.1.3 Secondary Containment Inspection	37
7.2 Drills/Exercises	37
7.2.1 Qualified Individual Notification Exercise	38
7.2.2 Spill Management Team Tabletop Exercise	38
7.2.3 Equipment Deployment Exercise	39
7.3 Response Training	39
7.3.1 Personnel Response Training	40
7.3.2 Discharge Prevention Meetings	40
8.0 DIAGRAMS	41
9.0 SECURITY	45
9.1 Emergency Cut-Off Locations (Automatic or Manual Valves)	45
9.2 Enclosures	45
9.3 Guards	45
9.4 Lighting	45
9.5 Valve and Pump Locks	45
9.6 Pipeline Connection Caps	45

APPENDICES

- Appendix A: Phone and Personnel Lists
- Appendix B: Spill Response Notification Form
- Appendix C: Emergency Response Equipment List
- Appendix D: Tank List
- Appendix E: Planning Distance Calculations
- Appendix F: Worst Case Worksheet
- Appendix G: Facility Inspection Checklists
- Appendix H: Drills and Exercises

ATTACHMENTS

- Attachment 1: OSRO Contract
- Attachment 2: Response Plan Cover Sheet

INTRODUCTION

The purpose of this Facility Response Plan (FRP) is to assist Oasis personnel and their contractors in responding to a discharge of oil at the Wild Basin Gas Plant and Crude Handling Facility (Facility). This FRP also references available response resources including equipment and trained personnel. This document demonstrates that personnel and resources are available to respond in a timely manner and help in the early detection of oil discharge risks at the Facility. This Plan has been prepared and implemented in accordance with the requirements contained in the Code of Federal Regulations (CFR) Title 40, Part 112 (40 CFR 112).

Revision	Date	Comments
0	October 2016	Initial Plan

EMERGENCY RESPONSE ACTION PLAN

The Emergency Response Action Plan (ERAP) is intended to contain easily accessible information necessary to combat a discharge of oil at the Facility. The following sections represent the Facility ERAP:

1. Qualified Individual Information
2. Emergency Notification Phone List
3. Spill Response Notification Form
4. Response Equipment List and Location
5. Response Equipment Testing and Deployment
6. Facility Response Team
7. Evacuation Plan
8. Immediate Actions
9. Facility Diagram

Table 1 – Qualified Individuals List

This list includes the qualified individuals for the facility and requires name, position, home and work address, emergency phone number, and specific response training experience.

Name	Marilee Foote
Position	Facility Engineer II
Home Address	3229 21 st Ave. W., Williston, ND 58801
Work Address	6205 16th Ave. W., Williston, ND 58801
Phone Number	701-713-0861
Response Training	HAZWOPER, Qualified Individual/Incident Command, Spill Prevention, Control, and Countermeasure

Name	Lynn Sundby
Position	Facilities Manager
Home Address	3911 University Ave., Williston, ND 58801
Work Address	6205 16th Ave. W., Williston, ND 58801
Phone Number	701-770-5273
Response Training	HAZWOPER, Qualified Individual/Incident Command, Spill Prevention, Control, and Countermeasure

2. Emergency Notification Phone List

OMS Contacts	Primary Phone Number
Facility Control Room	701-577-1709
Marilee Foote Facility Engineer II	701-713-0861
Lynn Sundby Facilities Manager	701-770-5273
Kaden Elwess Senior EHS Representative	701-509-3714
Dustin Anderson Senior Environmental Representative	701-580-3208
David Edwards EHS Manager	832-794-7932
James Demorrett Land Supervisor	701-577-1660
John Jochim OMS Operations Superintendent	701-580-4326
Brett Truss Stimulation Operations Manager	701-577-1698
Jason Killion OMS Operations Superintendent	701-609-2716
Mark Garner Plant Foreman	701-609-3747
Steven Geiser Field Foreman	701-577-1721
Damon Jorgensen Construction Superintendent	701-577-1687
Linda Pitman Production Manager	701-713-0155
Kevin Ralph Workover Superintendent	701-641-3114
John Lee Operations General Manager	307-262-4422
Jared Iverson Production Operations Manager	701-577-1679
Jim Doss OMS General Manager	713-770-6445
Niko Lorentzatos Executive VP and General Counsel	281-404-9606
Jason Swaren VP of Operations	281-404-9554
Robin Hesketh Sr. VP of Operations	281-404-9484

Governmental Agency Contacts	Primary Phone Number	Secondary Phone Number
Watford City Fire Department	1-701-444-3516	911
National Response Center (NRC)	1-800-424-8802	N/A
North Dakota Department of Health (NDDoH)	1-701-328-5210	1-701-328-5166
North Dakota Industrial Commission (NDIC) Oil and Gas Division	1-701-328-8020	N/A
McKenzie County Sheriff	1-701-444-3654	911
US Federal Railroad Administration Region 8	1-360-696-7536	1-800-724-5998
PHMSA (DOT)	1-800-424-8802	N/A

Outside Support Contacts	Primary Phone Number	Secondary Phone Number
Clean Harbors (Arnegard, ND)	1-800-645-8465	1-701-586-3170
Absorbent & Safety Solutions	1-701-838-4558	N/A
Sakakawea Area Spill Response, LLC	1-701-260-4279	1-307-247-3702
SWAT	1-866-610-7928	N/A

3. Spill Response Notification Form

INCIDENT REPORT FORM			
REPORTING PARTY			
First Name:	MI:	Last Name:	Position:
Phone (Day):		Alt. Phone (Evening):	Date/Time of Report:
Company:		Organization Type:	
Address:		City, State, Zip:	
Were Materials Discharged?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Confidential?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Meeting Federal obligations to report?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date Called:	mm/dd/yyyy
Are you calling on behalf of the responsible party?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Time Called:	
INCIDENT DESCRIPTION			
Date of Incident: mm/dd/yyyy		Time of Incident: AM/PM	
Source and/or cause of event:			
Incident Address / Location Description:			
Nearest City:		State:	
County/Parish:		Zip Code:	
Distance from City:	Units of Measure:	Direction from City:	
Section:	Township:	Range:	Borough:
Container Type:	Tank Oil Storage Capacity:	Units of Measure:	
Facility Latitude:	Degrees	Minutes	Seconds
Facility Longitude	Degrees	Minutes	Seconds
MATERIAL			
Discharged Quantity	Unit of Measure	Material Discharged in Water	Quantity
RESPONSE ACTION			
Actions Taken to Correct, Control or Mitigate Incident:			
IMPACT			
Number of Injuries?		Number of Deaths?	
Were there Evacuations? <input type="checkbox"/> Yes <input type="checkbox"/> No		Number Evacuated:	
Was there any damage? <input type="checkbox"/> Yes <input type="checkbox"/> No		Damage estimate in Dollars:	
Medium affected:		Description:	
More Information about Medium:			
ADDITIONAL INFORMATION (Regarding incident not recorded elsewhere in the report)			
CALLER NOTIFICATIONS			
EPA	<input type="checkbox"/> Yes <input type="checkbox"/> No	NRC	<input type="checkbox"/> Yes <input type="checkbox"/> No
STATE	<input type="checkbox"/> Yes <input type="checkbox"/> No	OTHER	<input type="checkbox"/> Yes <input type="checkbox"/> No
Describe			

Utilize the online version by following the link <http://www.ecocion.com/acts-oasis.html>. If online capability is not available use this form.

4. Response Equipment List and Location

Oasis maintains spill trailers at various locations. The location addresses and equipment inventories are below:

1. Powers Lake Field Office 9158 Highway 50 Powers Lake, ND
2. Williston Field Office 6205 16th Ave W Williston, ND
3. Alexander Field Office 14331 29th St SW Alexander, ND

Emergency Spill Response Trailer(s) – Powers Lake				
Item	Product Description	Qty Per Trailer	Capacity (Gal/Min)	Date of Last Fuel Change
1	VL-PB810 : 8" x 10' Oil Only Boom	4	N/A	N/A
2	BPO-500: Oil Only Boom	7	N/A	N/A
3	UP-100: Universal Sorbent pad (Bag)	3	N/A	N/A
4	SS-1: Industrial sorbent (Sphag sorb) (Bag)	8	N/A	N/A
5	Cool-Ox Spill Kit	2	N/A	N/A
6	072514: Enviro Clean	2	N/A	N/A
7	3100: 3XL Coveralls	25	N/A	N/A
8	2715243: Cleated Chest Waders Size 10	2	N/A	N/A
9	2715243: Cleated Chest Waders Size 12	2	N/A	N/A
10	Tool Box – Empty	1	N/A	N/A
11	36x60 6mil Clear Bags (Roll)	1	N/A	N/A
12	Flat Head Shovel	1	N/A	N/A
13	Spade Shovel	1	N/A	N/A
14	Broom	2	N/A	N/A
15	Scoop Shovel	2	N/A	N/A
16	Squeegee	2	N/A	N/A
17	Rake	2	N/A	N/A
18	Steel Toe Boot Covers	2	N/A	N/A
19	18" – 457mm Zip Ties	50	N/A	N/A
20	Spare Trailer Tire	1	N/A	N/A
21	Rain Boots Size 11	1	N/A	N/A
22	Rain Boots Size 13	1	N/A	N/A
23	3/8 – 100ft Black Rope	4	N/A	N/A
24	LED Flashlight w/Battery	2	N/A	N/A
25	Duct Tape	2	N/A	N/A
26	Rubber Gloves (Pair)	6	N/A	N/A
27	Safety Glasses	4	N/A	N/A
28	Leather Gloves (Pair)	1	N/A	N/A
29	50 Gallon Metal Drum	2	N/A	N/A

Emergency Spill Response Trailer(s) - Williston				
Item	Product Description	Qty Per Trailer	Capacity (Gal/Min)	Date of Last Fuel Change
1	VL-PB810: 8" x 10' Oil Only Boom	14	N/A	N/A
2	SPC 200 200/BL: 15" x 19" Pad Oil Only	6	N/A	N/A
3	32" x 150" Oil Only Roll	4	N/A	N/A
4	Floor Dry – 25lb Bags	10	N/A	N/A
5	100 Oil Pad	2	N/A	N/A
6	072514: Enviro Clean	2	N/A	N/A
7	Ear Plugs (Box)	2	N/A	N/A
8	Extension Cord – 100ft	4	N/A	N/A
9	Work Lamp	4	N/A	N/A
10	Tri Pod	2	N/A	N/A
11	Tables	2	N/A	N/A
12	Chairs	4	N/A	N/A
13	AA Batteries – 24 Box	2	N/A	N/A
14	AAA Batteries – 24 Box	2	N/A	N/A
15	FR Rain Gear – XL	3	N/A	N/A
16	Caution Tape (Roll)	1	N/A	N/A
17	Danger Tape (Roll)	1	N/A	N/A
18	Chest Waders Size 10	2	N/A	N/A
19	Tool Box – Wrench Set Inside	1	N/A	N/A
20	Uline Contractor Bags (Roll)	2	N/A	N/A
21	Flat Head Shovel	1	N/A	N/A
22	Spade Shovel	1	N/A	N/A
23	Broom	2	N/A	N/A
24	Scoop Shovel	2	N/A	N/A
25	Squeegee	2	N/A	N/A
26	Rake	2	N/A	N/A
27	Spare Trailer Tire	1	N/A	N/A
28	Rain Boots Size 11	1	N/A	N/A
29	Rain Boots Size 10	1	N/A	N/A
30	DPLN 50ft Rope	2	N/A	N/A
31	LED Flashlight	3	N/A	N/A
32	Rubber Gloves (Pair)	6	N/A	N/A
33	Safety Glasses	12	N/A	N/A
34	Leather Gloves (Pair)	12	N/A	N/A
35	Caution Ahead Sign w/Tri Pod	2	N/A	N/A
36	Steel Gas Tank	2	N/A	N/A
37	32oz Eyewash Bottles	1	N/A	N/A
38	#25 Standard First Aid Kit	1	N/A	N/A
39	Chock Blocks	1	N/A	N/A
40	Generator	1	N/A	N/A
41	SCBA	2	N/A	N/A

Emergency Spill Response Trailer(s) - Alexander				
Item	Product Description	Qty Per Trailer	Capacity (Gal/Min)	Date of Last Fuel Change
1	B510 Oil Only Boom	14	N/A	N/A
2	UP Universal Sorbent Pad	6	N/A	N/A
3	CEP P100 Oil Only Pads	14	N/A	N/A
4	SS-1: Industrial Sorbent (Sphag sorb)	16	N/A	N/A
5	Provia FR Coveralls – XL	25	N/A	N/A
6	Provia FR Coveralls – 2XL	25	N/A	N/A
7	Enviro Clean	2	N/A	N/A
8	MSA 4 Gas Monitor	1	N/A	N/A
9	Cotton Gloves (Dozen)	3	N/A	N/A
10	Metal Drum – 42 Gallon	2	N/A	N/A
11	Rubber Boots Wader Size 12	1	N/A	N/A
12	Rubber Boots Wader Size 10	1	N/A	N/A
13	Rubber Boots Wader Size 13	1	N/A	N/A
14	Rubber Boots Wader Size 11	1	N/A	N/A
15	Rubber Boots Size 13	1	N/A	N/A
16	Rubber Boots Size 10	1	N/A	N/A
17	Rubber Boots Size 11	1	N/A	N/A
18	Duct Tape	4	N/A	N/A
19	Flashlight w/Battery	3	N/A	N/A
20	100ft Rope	4	N/A	N/A
21	75ft Rope	4	N/A	N/A
22	Leather Gloves (Pair)	8	N/A	N/A
23	Safety Glasses	6	N/A	N/A
24	Rubber Gloves (Pair)	12	N/A	N/A
25	36x60 6mil Clear 50 Bags (Roll)	2	N/A	N/A
26	Scoop Shovel	2	N/A	N/A
27	Floor Squeegee	2	N/A	N/A
28	Rake	2	N/A	N/A
29	Push Broom	2	N/A	N/A
30	Tool Box – Empty	1	N/A	N/A
31	Spare Tire	11	N/A	N/A
32	Oasis Bibs	4	N/A	N/A
33	Oasis Bib Tops	4	N/A	N/A

5. Response Equipment Testing and Deployment

Response equipment deployment exercises are conducted annually to ensure that response equipment is operational and the personnel who would operate the equipment in a spill response are properly trained. The exercises follow the National Preparedness for Response Exercise Program (PREP) Guidelines, which satisfy Oil Pollution Act (OPA) response requirements.

The purpose of this exercise is to deploy and operate equipment used to respond to a discharge of oil at the Plant. Oasis utilizes OSRO response equipment for the exercise on an annual basis. The primary requirements for an equipment deployment exercise are:

- Deploy and operate response equipment necessary for a small discharge (2,100 gallons).
- All personnel involved in equipment deployment operations must be involved in a comprehensive training program.
- The response equipment must be periodically inspected and maintained in good operating condition in accordance with the manufacturer's recommendations and best commercial practices. The OSRO must provide inspection and maintenance information to the owner or operator.

Credit for this exercise may be taken for an actual spill response when equipment is deployed, the response is evaluated, and proper records are generated.

6. Facility Response Team

This list includes emergency response personnel who will respond immediately upon discovery of a discharge of oil (i.e. first responders).

Name	Phone Number	Response Time (Minutes)
Mark Garner Foreman	701-609-3747	30
Troy Anderson Operator	435-650-7074	30
Jason Deming Operator	406-478-0049	30
Tim Miller Operator	813-748-2423	30
Will Langford Operator	701-570-8368	30
Lucio Quiroz Operator	385-232-6829	30
Steve Kloppel Operator	406-861-0726	30
Cody Gibson Operator	406-478-4679	30

7. Evacuation Plan

In the event of an emergency requiring evacuation, sound the emergency alert. Move everyone from the danger area to a safe, upwind location. Conduct a headcount of all personnel known to be in the Facility. It is imperative to get an accurate headcount to ensure the safety of both Facility and emergency response personnel.

On-Site Assembly Areas:

- Primary – Main gate (Do not block emergency equipment or personnel)
- Alternate – Truck off-loading area (west side of Facility)
- Alternate – East gate (south of flare)

Operators should initiate appropriate emergency shut-down procedures, if safe to do so, and evacuate. All personnel should remain at the assembly area until otherwise instructed.

8. Immediate Actions

In the event of a spill or release at the Facility, prompt response and reporting is required. Safety is of the utmost priority.

- Always think before responding.
- Never rush into the scene of an incident.
- Always approach an incident upwind.
- Always assess the situation first and know the hazards.
- Never perform any actions that may put your safety at risk or the safety of others.

Initial Response:

- Move to a safe location if your personal safety may be in jeopardy.
- Never jeopardize your safety or that of another individual.
- Evaluate the severity, survey the scene – stay calm – park your vehicles away from the scene of the emergency and turn off the engine.
- If anyone is seriously injured, DIAL 911 immediately.
- Contact the control room operator who will contact a member of the spill response team. Make sure that you speak to a person and never just leave a message.
- If flammable or explosive material has been released, secure all ignition sources including cellular phones and other communication devices.
- If safe, take prompt action to eliminate any dangers.
- If safe, provide medical aid for any injured personnel.
- If necessary, evacuate everyone from the danger area to an assembly area.
- Conduct head count and determine if everyone is accounted for.

- Secure the location – Limit access to the site as appropriate. Once the Police or the Sheriff's department arrives, they can assist in monitoring the entrance and securing the location.
- Promptly decide:
 - Whether or not the emergency situation can be readily brought under control and if immediate action can be taken. Always use the correct personal protective equipment (PPE).
 - If there is a spill and you are qualified to do so, initiate appropriate emergency response/mitigation procedures. If near water and appropriate, build containment areas to prevent water contamination and further pollution of the environment.
- Contact an approved/qualified spill response contractor if product has been released or discharged.
- Direct the initial phase of control, containment, and response until a member of the spill response team arrives.

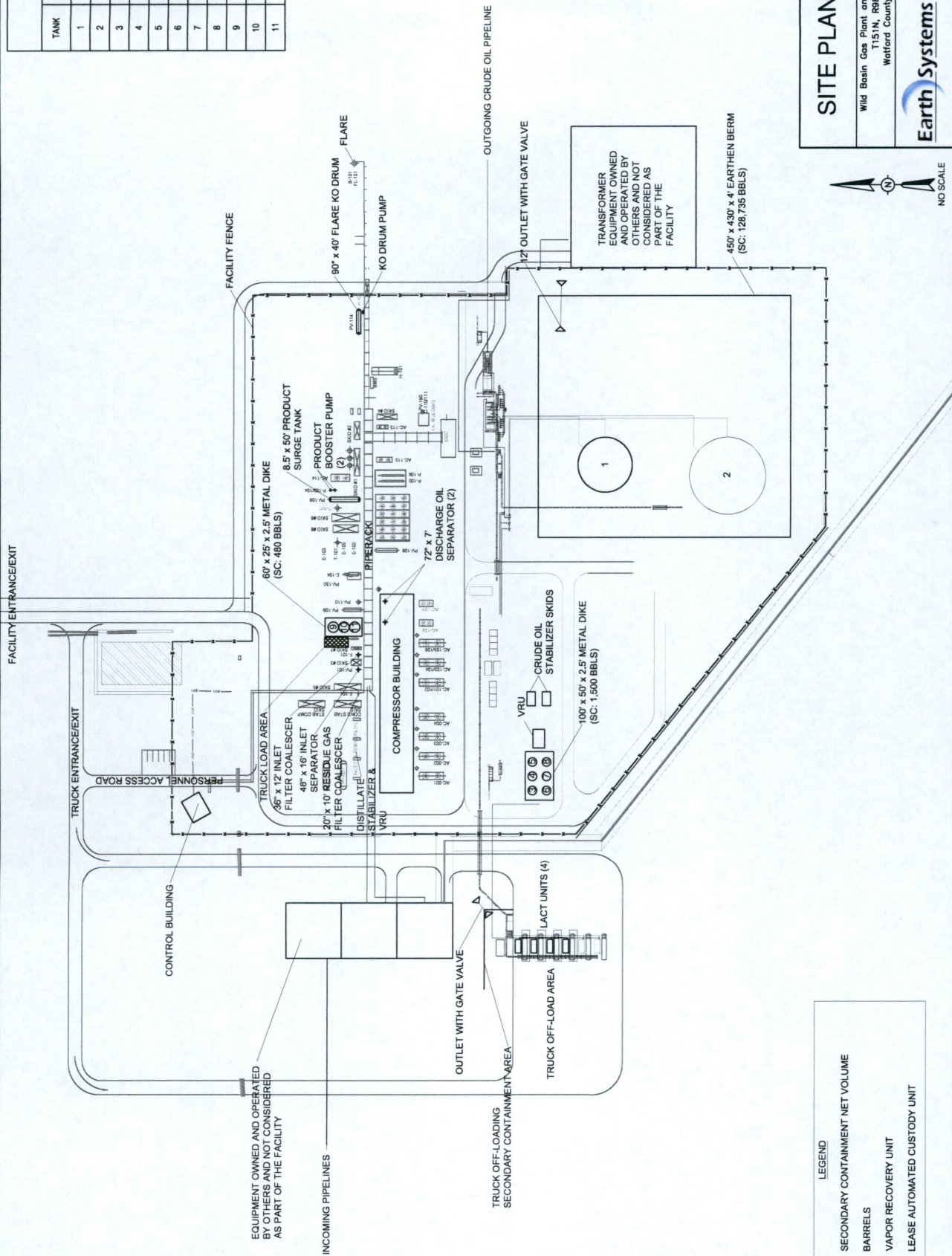
9. Facility Diagrams

Figure 1: Site Plan Diagram

Figure 2: Site Drainage Plan Diagram

Figure 3: Evacuation Routes and Assembly Areas

TANK LIST		
TANK	CONTENTS	VOLUME (BBLs)
1	CRUDE OIL	120,000
2	CRUDE OIL	60,000
3	CRUDE OIL	1,000
4	CRUDE OIL	1,000
5	CRUDE OIL	1,000
6	CRUDE OIL	1,000
7	CRUDE OIL	1,000
8	CRUDE OIL	1,000
9	SLOP OIL	400
10	LUBE OIL	200
11	JACKET WATER	200



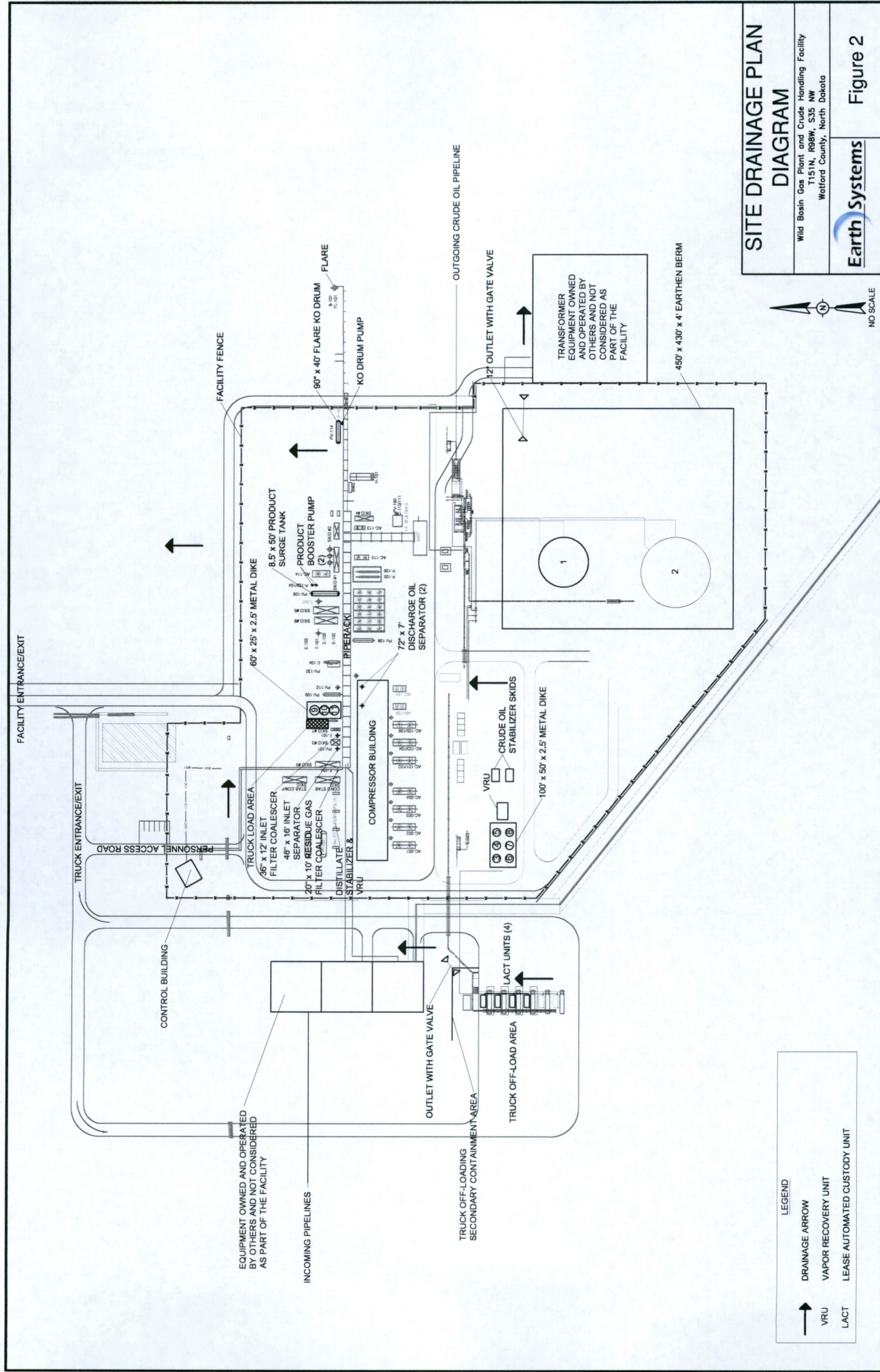
LEGEND	
(SC.)	SECONDARY CONTAINMENT NET VOLUME
BBLs	BARRELS
VRU	VAPOR RECOVERY UNIT
LACT	LEASE AUTOMATED CUSTODY UNIT

SITE PLAN DIAGRAM

Wild Basin Gas Plant and Crude Handling Facility
 T151N, R98W, S35 NW
 Weiford County, North Dakota

Earth Systems

Figure 1

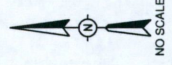


**SITE DRAINAGE PLAN
DIAGRAM**

Wild Basin Gas Plant and Crude Handling Facility
T15 N, R99W, S35 NW
Weiford County, North Dakota

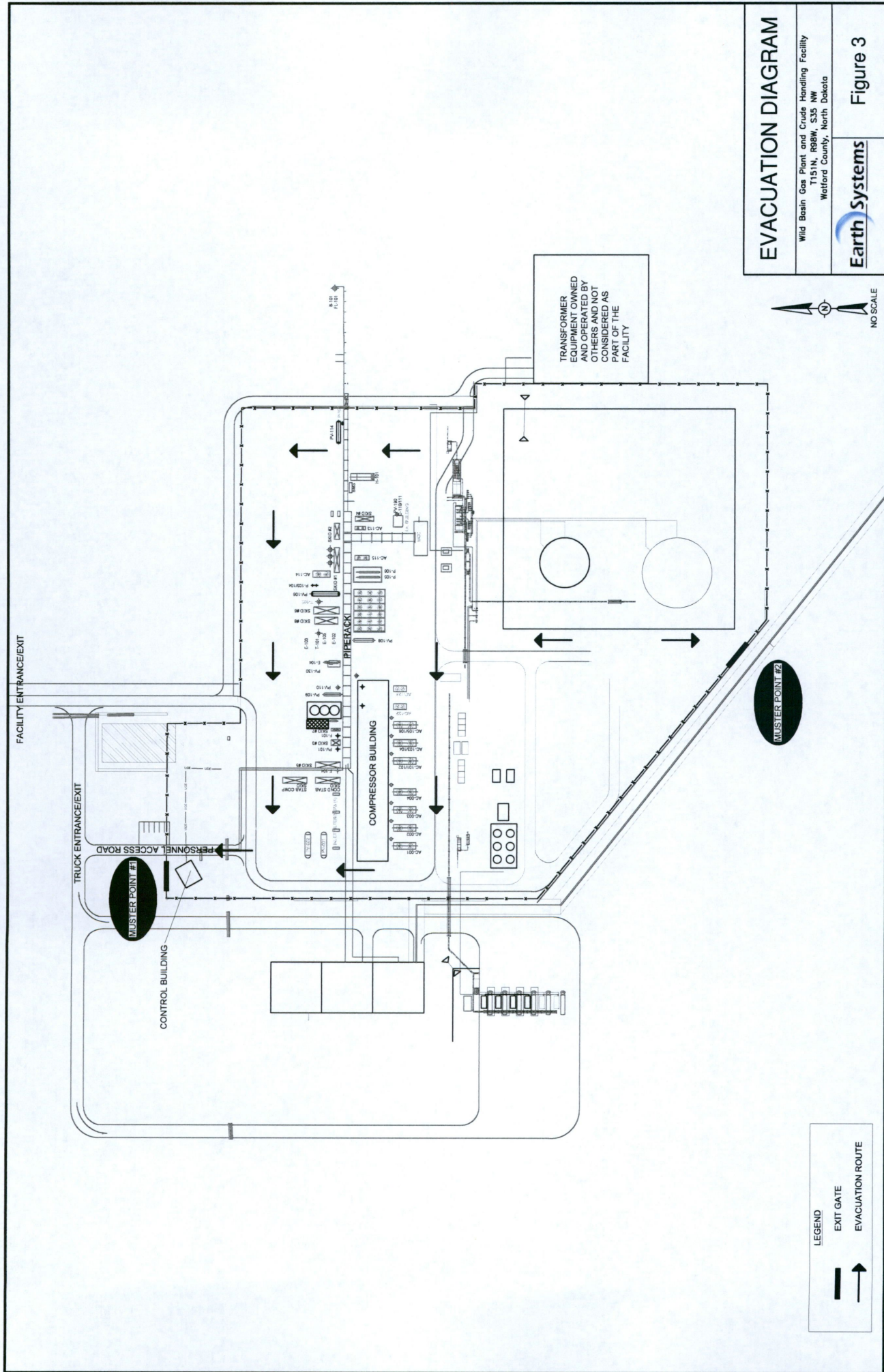
Earth Systems

Figure 2



LEGEND

- ↑ DRAINAGE ARROW
- VRU VAPOR RECOVERY UNIT
- LACT LEASE AUTOMATED CUSTODY UNIT



EVACUATION DIAGRAM

Wild Basin Gas Plant and Crude Handling Facility
 T151N, R98W, S35 NW
 Weiford County, North Dakota



Figure 3



LEGEND

- EXIT GATE
- EVACUATION ROUTE

1.0 FACILITY INFORMATION

Facility Name: Wild Basin Gas Plant and Crude Handling Facility

Address: 2170 31st Street NW

City: Watford City **State:** ND

Zip: 58854

County: McKenzie

Phone: (701) 577-1709

Facility Entrance Location: Lat.: 47° 51' 32" N Long.: -103° 11' 33" W

Wellhead Protection Area: No

Owner/Operator Name: Oasis Midstream Services, LLC.

Address: 1001 Fannin Street, Suite 1500

City: Houston **State:** TX

Zip: 77002

County: Harris

Phone: (281) 404-9500

Qualified Individuals

Refer to **Appendix A, Table 1** for a listing of the Qualified Individuals that have full authority to implement this FRP.

Date of Oil Storage Startup: 2016

NAICS Code: 211112

Facility Operations:

The Wild Basin Gas Plant and Crude Handling Facility (Facility) is a gas processing and crude oil handling facility owned and operated by Oasis Midstream Services, LLC (Oasis). Gas gathered in the Wild Basin area enters the plant via pipeline. The Facility is designed to remove propane and heavier natural gas liquids (NGLs) from the incoming gas stream. The resulting lean, residue gas and NGLs are shipped off-site via natural gas pipeline (owned and operated by others). Crude oil is delivered to the Facility via tanker truck and is off-loaded at one of four lease automated custody transfer units (LACTs) on the west side of the Facility. The crude oil is stabilized on-site and then stored in Facility storage tanks until being shipped off-site via pipeline (owned and operated by Oasis).

2.0 EMERGENCY RESPONSE INFORMATION

2.1 Emergency Notification Phone List

Refer to **Appendix A, Table 2** for the Emergency Notification Phone List. This list identifies and prioritizes the names and phone numbers of the organizations and personnel that need to be notified immediately in the event of an emergency.

2.2 Spill Response Notification Form

The Spill Response Notification Form is provided in **Appendix B** of this FRP. This form provides a checklist of information to be provided to the National Response Center (NRC) in the event of a reportable spill and is based on a similar form used by the NRC. It is not necessary to gather all of the information on the form prior to making the initial notification to the NRC. A Superintendent/Manager is ultimately responsible for assuring that all required regulatory notifications concerning discharges are made in a timely manner.

2.3 Emergency Response Equipment

An Emergency Response Equipment List is provided in **Appendix C** of this FRP.

For larger spills, Sakakawea Area Spill Response LLC (SASR) equipment can be mobilized. The equipment list for the SASR is included **Appendix C**. SASR contact information is found in **Appendix A, Table 2**.

In addition, Oasis has a contract with SWAT, a certified Oil Spill Response Organization (OSRO).

2.4 Response Equipment Testing & Deployment Drills

Response equipment deployment exercises are conducted annually to ensure that response equipment is operational and the personnel who would operate the equipment in a spill response are properly trained. The exercises follow the National Preparedness for Response Exercise Program. Oasis utilizes OSRO-owned equipment for these deployment drills. Refer to Section 7.0 for further discussion on these exercises.

2.5 Facility Response Personnel

Emergency Response Personnel List

This list is composed of personnel employed by the Facility whose duties include responding to emergencies even when they are not physically present at the Facility. This list includes the amount of time needed for personnel to respond, their responsibility in the case of an emergency, and their level of response training. The list is provided in **Appendix A, Table 3**.

Emergency Response Contractor List

This list is composed of emergency response contractors retained by Oasis and is provided in **Appendix A, Table 4**. A copy of Oasis' contract with SWAT is provided as **Attachment 1**.

Facility Response Team List

This list includes Facility emergency response personnel and contractors who will respond immediately upon discovery of a discharge of oil (i.e. first responders). This list is provided in **Appendix A, Table 5**.

2.6 Evacuation Plans

The following factors must be considered when preparing an evacuation plan.

Potential Hazards and the Location of Hydrocarbon Liquids

A discharge of hydrocarbon liquids provides the following potential hazards:

- Flammability
- Eye and Mucous Irritation
- Effects the Central Nervous System
- Harmful or Fatal if Swallowed
- Can Cause Aspiration, and
- Can Cause Environmental Contamination

The most flammable tanks at the Facility containing a liquid hydrocarbon product are those that contain crude oil. These tanks are located at the southeast corner of the Facility (120,000 and 60,000 bbl tanks). Six 1,000 bbl crude oil tanks are located to the east of the truck-offload area. See **Figure 1, Site Plan Diagram** for the location of the tanks containing hydrocarbon liquids.

Physicality

Sheet flow across the Facility is generally to the north towards a culvert that crosses 31st Street NW. The prevailing wind direction at the site is to the south of the Facility.

Evacuation

In the event of an emergency requiring evacuation, sound the emergency alert. Move everyone from the danger area to a safe, upwind location. Conduct a headcount of all personnel known to be in the Facility. It is imperative to get an accurate headcount to ensure the safety of both Facility and emergency response personnel.

On-Site Assembly Areas:

- Primary – Main gate (Do not block emergency equipment or personnel)
- Alternate – Southwest gate (southwest of 120,000 bbl tank)

Operators should initiate appropriate emergency shut-down procedures, if safe to do so, and evacuate. All personnel should remain at the assembly area until otherwise instructed.

Command Center

The initial Command Center will be in the Control Room located near the northwest corner of the Facility. The alarm and notification system reports to the Control Room.

If the Control Room is evacuated, the Command Center should be moved to a safe upwind location, as directed by the incident commander.

2.7 Qualified Individual's Responsibilities

The duties of the qualified individual(s) include:

- Activating internal alarms and hazard communication systems to notify all facility personnel;
- Notifying all response personnel, as needed;
- Identifying the character, exact source, amount, and extent of the release, as well as the other items needed for notification;
- Notifying and providing necessary information to the appropriate Federal, State, and local authorities with designated response roles, including the National Response Center, State Emergency Response Commission, and Local Emergency Planning Committee;
- Assessing the interaction of the discharged substance with water and/or other substances stored at the facility and notifying response personnel at the scene of that assessment;
- Assessing the possible hazards to human health and the environment due to the release. This assessment must consider both the direct and indirect

effects of the release (i.e., the effects of any toxic, irritating, or asphyxiating gases that may be generated, or the effects of any hazardous surface water runoffs from water or chemical agents used to control fire and heat-induced explosion);

- Assessing and implementing prompt removal actions to contain and remove the substance released;
- Coordinating rescue and response actions as previously arranged with all response personnel;
- Using authority to immediately access company funding to initiate cleanup activities; and
- Directing cleanup activities until properly relieved of this responsibility.

3.0 HAZARD EVALUATION

This section identifies where discharges could occur at the Facility and what the potential effects of a discharge would be on the affected environment.

3.1 Hazard Identification

Tanks and Surface Impoundments

A list of tanks along with applicable information is provided in **Appendix D**.

Loading/Unloading of Transportation Vehicles

Tanker trucks deliver crude oil to the Facility with a capacity of 5,000 gallons with the most likely spill being approximately 200 gallons.

Day to Day Operations

Day to day operations and equipment that may present a risk of discharging oil as well as the associated potential spill volume are presented in the table below.

Operation/Equipment	Potential Spill Volume (Gallons)
Pipeline Breach	250
Valve Failure	55
Tank Overfill	250
Gasket/Connection Leaks	10
Pump Failure	500

Secondary containment is provided for tanks and equipment at the Facility. Volumes of individual containment areas are provided on **Figure 1, Site Plan Diagram**.

Normal Daily Throughput

Daily throughput does not have a large effect on the possibility for discharges due to the secondary containment provided at the Facility.

3.2 Vulnerability Analysis

The following section represents the potential effects of an oil discharge from the Facility. Planning Distance (PD) Calculations are included as **Appendix E**.

Water Intakes

The closest downstream body of water that is used to supply drinking water is Lake Sakakawea. Based on the PD for the Facility, a discharge is not expected to reach Lake Sakakawea.

Schools

Watford City High School is located approximately 5 miles southwest and upstream from the Facility. The school has a low vulnerability in relation to a discharge from the Facility based on its' upstream location.

Medical Facilities

The McKenzie County Hospital is located approximately 5.6 miles southwest and upstream of the Facility. This facility has a low vulnerability in relation to a discharge from the Facility based on its' upstream location.

Residential Areas

The closest residential area is located approximately 0.4 miles northeast and downstream of the Facility. Other farmsteads do exist along the flow path. The flow path does not run along or by any residential areas.

Businesses

Watford City is located approximately 5 miles southwest and upstream of the Facility. Businesses are not expected to be vulnerable to a discharge from the Facility.

Wetlands

The US Fish and Wildlife Service National Wetlands Inventory¹ indicates multiple Freshwater Emergent Wetland areas directly to the north of the Facility as well as along the Unnamed Tributary of Tobacco Garden Creek and along Tobacco Garden Creek. Based upon their proximity to the Facility, these are vulnerable to a discharge from the Facility.

¹ US Fish and Wildlife Service, National Wetlands Inventory, <http://www.fws.gov/wetlands/Data/Mapper.html>

Fish and Wildlife

The North Dakota Game and Fish, Tobacco Garden Creek Wildlife Management Area (WMA) is located approximately sixteen miles north of the Facility. This area is open for hunting, fishing, and trapping. Common wildlife species in this area include deer, cottontail rabbit, and pheasants. Fish and wildlife along the Tobacco Garden Creek are also vulnerable to a discharge from the Facility along the length of the PD.

Lakes and Streams

The Unnamed Tributary of Tobacco Garden Creek and Tobacco Garden Creek are vulnerable to a discharge from the Facility.

Endangered Flora and Fauna

According to the Northern Prairie Wildlife Research Center, no endangered flora or fauna exist near the Facility or within the PD.

Recreational Areas

The Tobacco Garden Creek Recreation area is located downstream of the Facility. Based on the PD for the Facility, a discharge is not expected to reach the area.

Transportation Routes

Land transportation routes are moderately vulnerable to a discharge from the Facility as response activities could potentially cause a disruption along the PD. Transportation routes within the PD of a discharge from the Facility include North Dakota Highway 1806 and McKenzie County Road 10.

The Tobacco Garden Creek is not utilized for water transportation. The Watford City Municipal Airport is located approximately 5.4 miles southwest and upstream of the Facility. The airport has a low vulnerability in relation to a discharge from the Facility.

Utilities

A substation and transmission line are proposed to the east of the Facility. Based upon their proximity to the Facility, these are vulnerable to a discharge from the Facility.

3.3 Potential Discharge Analysis

Because the Facility is relatively new, the potential for discharges due to equipment failure is low.

Natural disasters have a low probability of occurrence in the Watford City area. Disasters of concern include tornados, thunderstorms, flooding, and blizzards. Internal severe weather protocols reduce the risk associated with a discharge from natural disasters. The Plant foreman and Plant operators are responsible for

making the decision to initiate an emergency plant shutdown in the event of a severe weather warning.

Due to the close proximity to the Unnamed Tributary of Tobacco Garden Creek, discharges have the potential to travel a large distance if not quickly discovered and mediated. Secondary containment, personnel oversight, constant control room monitoring, and security at the Facility reduce the risk of a discharge leaving the Facility.

3.4 Facility Reportable Oil Spill History

No reportable spills have occurred at this Facility.

4.0 DISCHARGE SCENARIOS

Scenarios that could equate to a small, medium, or worst case discharge are presented in this section.

4.1 Small and Medium Discharges

A small discharge is a volume of oil of less than 2,100 gallons (50 bbls). A medium discharge is a volume of oil of more than 2,100 gallons but less than 36,000 gallons (857 bbls).

4.1.1 Facility-Specific Discharge Scenarios

The following operations may contribute to a small or medium discharge:

Truck Loading/Unloading:

Crude oil is unloaded at the Facility via tanker truck. Discharges associated with truck loading/unloading operations generally involve hose failures or overfilling.

Facility Maintenance:

Inspections are performed regularly to ensure equipment is maintained in good condition. Equipment not functioning properly is repaired immediately or taken out of service. A discharge due to maintenance being performed would most likely be small due to an immediate discovery.

Facility Piping:

Due to visual inspection by personnel and constant control room monitoring, a piping leak would generally be discovered quickly. This significantly reduces the amount of liquids that could discharge due to pipe and/or connection failures occurring.

Pumping Stations and Sumps:

Due to visual inspection by personnel, and constant control room monitoring, a pump leak would generally be discovered quickly. This significantly reduces the amount of liquids that could discharge due to pump failures occurring.

Sumps at the Facility drain to on-site slop tanks. However, a sump overflow could potentially result in a small or medium discharge.

Oil Storage Tanks:

Tanks at the facility are equipped with secondary containment and are maintained in good condition. High level alarms are installed on the tanks to ensure a tank does not overflow. Tank leaks due to the elements or overfilling due to level sensor malfunctions or other equipment failure could potentially result in a small or medium discharge.

Vehicle Refueling:

Equipment is not re-fueled at the Facility.

Age and Condition of Facility Components:

The Facility went into service in 2016 with all new equipment. The Facility is maintained in good condition. Facility personnel perform regular inspections to ensure that tanks and piping are properly maintained.

4.1.2 Response Factors

The following factors may affect response efforts for small or medium discharges:

Size of Discharge:

Any tank that has the capacity to cause a medium discharge also can cause a small discharge. The small and medium discharge scenarios have similar response requirements but do vary in the amount of response equipment, amount of personnel required to contain and clean up the spill, and the amount of time required to mobilize the equipment.

Proximity to Down Gradient Wells, Waterways and Drinking Water Intakes:

A small and medium release could reach the Unnamed Tributary to Tobacco Garden Creek and Tobacco Garden Creek.

The nearest down-gradient well is located approximately 0.7 miles northwest of the Facility. This is groundwater well used for industrial purposes and not for drinking water. A small or medium discharge is not expected to influence this area. The closest drinking water intake is approximately 0.5 miles north of the Facility, but it is up gradient of the Facility.

Proximity to Fish, Wildlife, and Sensitive Environments:

Consideration must be given to protecting the wetlands along the PD. Response efforts should avoid and protect these if possible.

Likelihood that the Discharge Will Travel Offsite:

The site is mostly level with a slight slope trending toward the north. Secondary containment has been provided for all of the tanks and oil handling activities at the facility. Secondary containment structures help to prevent a discharge from leaving the facility. If the secondary containment failed, the discharge would flow overland to the north.

The facility is staffed 24 hours a day, seven days a week, with a minimum of one person patrolling around the Facility. If a discharge were to occur, it would most likely be discovered before it left the facility.

Location of the Material Discharged:

Material is stored throughout the Facility. The tanks at the Facility are provided with secondary containment, which are constructed of either concrete, metal, or earthen materials.

Material Discharged:

Crude oil, lube oil, and NGLs are stored at the Facility.

Weather or Aquatic Conditions:

The Facility is located in a semi-arid climate. The area receives an average annual precipitation of 14 inches with an annual evaporation rate of 32 inches. The 25-year, 24-hour rainfall event is 3.5 inches. The secondary containment structures at the facility are designed to contain the 25-year 24-hour rainfall event, the capacity of the largest tank, and the equipment displacement.

The area receives approximately 35 inches of snow per year, generally during the winter months (November through March). Runoff is minimized by the freezing conditions during the winter months.

Thunderstorms occur generally during the summer months (May through August) in the area. These storms can produce hail, lightning, wind, and flash-flooding. The containment structures are designed to contain up to 3.5 inches of rain plus the capacity of the largest tank.

The area is not at a high risk for tornados but they do occur. Tornados generally occur during the summer months (May through August). These can destroy tanks and containment structures and make a quick response difficult due to safety issues.

Available Remediation Equipment:

An Oasis emergency response trailer is located at the facility and can be used in case of a discharge. Additional equipment is located at other Oasis locations. The equipment list is found in **Appendix C**.

Probability of a Chain Reaction of Failures:

The control room helps protect the site from a chain reaction of failures. The Command Center monitors and controls all of the systems at the Facility.

Direction of Drainage Pathway:

If a small or medium discharge at the Facility were to escape secondary containment, it would travel overland to the north towards a culvert that crosses 31st Street NW. From the culvert outlet, it would follow an unnamed tributary northwest approximately 3.5 miles to Tobacco Garden Creek. The discharge would follow Tobacco Garden Creek west/northwest for approximately 36 miles. Tobacco Garden Creek drains to Tobacco Garden Bay but the bay is not within the Planning Distance (PD). The PD Calculations describing the drainage pathway are found in **Appendix E**.

4.2 Worst Case Discharge

The following factors may affect response efforts for a worst case discharge:

Size of Discharge:

The worst case discharge for the Facility would be a catastrophic failure of the 120,000 bbl (5,040,000 gallon) crude oil tank (Tank 1).

Proximity to Down Gradient Wells, Waterways and Drinking Water Intakes:

A worst case discharge could potentially impact the Unnamed Tributary to Tobacco Garden Creek and Tobacco Garden Creek.

The nearest down-gradient well is located approximately 0.6 miles northwest of the of the Facility. This is a groundwater well used for industrial use and not for drinking water. Although a worst case discharge could reach this point, it would be unlikely to impact this well as groundwater impacts at this distance are unlikely. The closest drinking water well is 0.5 miles northeast of the Facility. The well is a groundwater well and is up gradient of the Facility. A worst case discharge will not affect the water well.

Proximity to Fish, Wildlife, and Sensitive Environments:

Consideration must be given to protecting the wetlands along the PD. Response efforts should avoid and protect these if possible. The Tobacco Garden Creek WMA is vulnerable to a discharge from the Facility as discussed previously. Response efforts should focus on protection of this area.

Likelihood that the Discharge Will Travel Offsite:

The site is mostly level with a slight slope trending toward the north. Secondary containment has been provided for all of the tanks and oil handling activities at the facility. Secondary containment structures help to prevent a discharge from leaving the facility. If the secondary containment failed, the discharge would flow overland to the north.

The facility is staffed 24 hours a day, seven days a week, with a minimum of one person patrolling around the Facility. If a discharge were to occur, it would most likely be discovered prior to entering the culvert under 31st Street NW.

Location of the Material Discharged:

Material is stored throughout the Facility. The tanks at the Facility are provided with secondary containment, which is constructed of either concrete, metal, or earthen materials.

Material Discharged:

Crude oil and NGLs are stored at the Facility.

Weather or Aquatic Conditions:

The Facility is located in a semi-arid climate. The area receives an average annual precipitation of 14 inches with an annual evaporation rate of 32 inches. The 25-year, 24-hour rainfall event is 3.5 inches. The secondary containment structures at the Facility are designed to contain the 25-year 24-hour rainfall event, the capacity of the largest tank, and the equipment displacement.

The area receives approximately 35 inches of snow per year, generally during the winter months (November through March). Runoff is minimized by the freezing conditions during the winter months.

Thunderstorms occur generally during the summer months (May through August) in the area. These storms can produce hail, lightning, wind, and flash-flooding. The containment structures are designed to contain up to 3.5 inches of rain plus the capacity of the largest tank.

The area is not at a high risk for tornados but they do occur. Tornados generally occur during the summer months (May through August). These can destroy tanks and containment structures and make a quick response difficult due to safety issues.

Available Remediation Equipment:

An Oasis emergency response trailer is located at the facility and can be used in case of a discharge. Additional equipment is located at other Oasis locations. The equipment list is found in **Appendix C**.

Probability of a Chain Reaction of Failures:

The Facility Control Center helps protect the site from a chain reaction of failures. The Command Center monitors and controls all of the systems at the Facility.

Direction of Drainage Pathway:

If a worst case discharge at the Facility were to escape secondary containment, it would travel overland to the north towards a culvert that crosses 31st Street NW. From the culvert outlet, it would follow an unnamed tributary northwest approximately 3.5 miles to Tobacco Garden Creek. The discharge would follow Tobacco Garden Creek west/northwest for approximately 36 miles. Tobacco Garden Creek drains to Tobacco Garden Bay but the bay is not within the Planning Distance (PD). The PD Calculations describing the drainage pathway are found in **Appendix E**.

5.0 DISCHARGE DETECTION SYSTEMS

This section provides a description of the procedures and equipment used to detect discharges.

5.1 Discharge Detection by Personnel

All storage areas, aboveground valves, pumps, flanges, connections, equipment and aboveground pipes are visually inspected on at least a bi-annual basis. Security fences and locks are inspected by security personnel. Equipment found to be faulty during these inspections is repaired as soon as practicable.

In the event of a spill or release at the Facility, prompt response and reporting is required. Safety is of the utmost priority.

- Always think before responding.
- Never rush into the scene of an incident.
- Always approach an incident upwind.
- Always assess the situation first and know the hazards.
- Never perform any actions that may put your safety at risk or the safety of others.

Initial Response:

- Move to a safe location if your personal safety may be in jeopardy.
- Never jeopardize your safety or that of another individual.
- Evaluate the severity, survey the scene – stay calm – park your vehicles away from the scene of the emergency and turn off the engine.
- If anyone is seriously injured, DIAL 911 immediately.

- Contact the control room operator who will contact a member of the spill response team. Make sure that you speak to a person and never just leave a message.
- If flammable or explosive material has been released, secure all ignition sources including cellular phones and other communication devices.
- If safe, take prompt action to eliminate any dangers.
- If safe, provide medical aid for any injured personnel.
- If necessary, evacuate everyone from the danger area to an assembly area.
- Conduct head count and determine if everyone is accounted for.
- Secure the location – Limit access to the site as appropriate. Once the Police or the Sheriff's department arrives, they can assist in monitoring the entrance and securing the location.
- Promptly decide:
 - Whether or not the emergency situation can be readily brought under control and if immediate action can be taken. Always use the correct PPE.
 - If there is a spill and you are qualified to do so, initiate appropriate emergency response/mitigation procedures. If near water and appropriate, build containment areas to prevent water contamination and further pollution of the environment.
- Contact an approved/qualified spill response contractor if product has been released or discharged.
- Direct the initial phase of control, containment, and response until a member of the spill response team arrives.

5.2 Automated Discharge Detection

Facility operations are monitored continuously from the Control Room via automated instrumentation. A release from the system would be indicated by an alarm and error in the process flow. High level alarms are installed on the tanks. Pumps are shut off via control room if necessary when these alarms sound. Control Room operators are in radio contact with Facility personnel who verify alarms visually. Upon verification of a release, the actions described in the previous section will be followed.

6.0 PLAN IMPLEMENTATION

6.1 Response Resources for Small, Medium, and Worst Case Spills

Discharge Resources

Upon discovery of a discharge the initial response actions detailed in Section 5.0 will be followed.

The Qualified Individual (QI) has the authority and responsibility to manage all aspects of the response. The QI may delegate authority for logistics, planning, operations, administration, etc, as necessary.

It is the role of the QI to determine whether outside spill support is needed. Generally, small discharges will be handled internally with Oasis personnel. Medium and worst case spill discharges may require contracted help. The Worksheet to Plan Volume of Response Resources for Worst Case Discharge is provided as **Appendix F**.

Fire Fighting Resources

NOTE: If the situation warrants, and your personal safety is ensured, initial efforts to extinguish small incipient stage fires may prove to be the best action. In these situations, if you believe that your personal safety is not at risk, and you can take interim measures to mitigate a situation while waiting for outside assistance, do so.

In the event that a fire response is required by the facility, the following actions should be taken:

GENERAL FIRE FIGHTING PROCEDURES

- ONLY Employees with Annual Firefighting Training Should Respond
- ONLY Respond to Incipient (Just Started) Stage Fires
- Acknowledge information and switch all emergency communications to an alternate channel.
- Secure all operations not related to the response.
- Sound the emergency alert.
- Call 911. Notify spill response team. Note the time that calls are made.
- Check weather and/or windsocks for any changes in wind direction. Always fight a fire upwind (wind at your back). Avoid getting trapped by the fire.
- Account for all contractors and Oasis personnel. All personnel must first consider their safety and the safety of others.
- Determine and/or confirm the product involved and use SDS to determine appropriate PPE and firefighting instructions.
- Evaluate the scene for other potential hazards. (i.e., overhead power lines, obstacles, weather).
- Do not attempt to fight any fire that may endanger your personal safety.

NATURAL GAS FIRE PROCEDURES

- In the event of an uncontrolled natural gas release, caution should be exercised due to the possibility of nearby ignition sources.
- Call 911
- Turn off vehicles when arriving on scene.
- Use extreme caution to avoid the possibility of introducing any ignition sources (e.g., cell phone and handheld radios).
- Do not attempt to put out fire while gas is still escaping.
- Only if it is safe to do so, shut off the source of the gas release.
- Once the source has been shut off, observe the area from a safe distance to ensure that all potential hazards have been addressed.
- If the source of the gas release can't be safely shut off:
 - The area should be isolated.
 - The on-scene person in charge will determine the best plan to eliminate the gas release and the appropriate radius of exposure.
 - The on-scene person in charge will determine if area residents should evacuate the area.

PETROLEUM / FLAMMABLE LIQUID FIRE PROCEDURES

- Call 911.
- Only if it is safe to do so, locate and shut off the source of the liquid.
- Only attempt to extinguish if the fuel source has been shut off.
- When available, use foam to extinguish flammable liquid sources; use water to cool surrounding equipment and tanks.
- Use caution when approaching due to the possibility of intense heat.
- Stay upwind of the fire at all times.
- Do not attempt to fight any fire that may endanger your personal safety.

At the direction of the IC, emergency response personnel can respond within 10-15 minutes in the event of injury or fire, and to secure the facility perimeter if necessary.

Flash point and explosive limits are highly dependent on the crude oil source. Treat as an OSHA/NFPA flammable liquid unless otherwise indicated. Vapors may be ignited rapidly when exposed to heat, spark, open flame or other source of ignition. When mixed with air and exposed to an ignition source, flammable vapors can burn in the open or explode in confined spaces. Being heavier than air, vapors may travel long distances to an ignition source and flash back. Runoff to sewer may cause a fire or explosion hazard.

6.2 Disposal Plans

The table below lists the potential waste generated from spill response operations, identifies the designated disposal locations, and summarizes RCRA requirements if any. All Plant waste profiles are identified and managed on Clean Harbour's web portal. This information can be accessed at; <http://www.cleanharbours.com>.

Material	Disposal Location	RCRA facility permit/manifest
Recovered product	Republic Services Watford City, ND	Not required – reclaim/recycle exemption
Crude oil contaminated soil	IHD Environmental; Alexander, ND	Not required
Decon solution (Water plus surfactant/detergent)	Clean Harbours Industrial Landfill; Sawyer, ND	Not required
PPE	IHD Environmental; Alexander, ND	Not required
Absorbents	Secure Energy's 13-Mile Landfill; Williston, ND	Not required
Spent chemicals	Clean Harbours industrial landfill in Sawyer, ND	To be determined – refer to chemicals' MSDS for additional information

6.3 Containment and Drainage Planning

6.3.1 Containment Volume

For all tanks, the volume of secondary containment is more than adequate to hold the tank contents. Secondary containment volumes are provided in **Appendix D**.

6.3.2 Drainage Routes

The flow direction of material that could be spilled or released is generally overland to the north as illustrated on **Figure 2, Site Drainage Plan Diagram**.

6.3.3 Drainage Troughs Construction Material

Drainage ditches (troughs) at the Facility are earthen. Floor drains within buildings drain to slop tanks in concrete troughs.

6.3.4 Valves and Separators Used in the Drainage System

No valves or separators are used in the drainage system. Floor drains within buildings drain to a sump system.

6.3.5 Sumps

The sump system drains to slop tanks. The liquid from the tanks is hauled off-site via tanker truck periodically for disposal.

6.3.6 Boom/Weir Containment

SWAT (Oasis OSRO) has 1,000 feet of boom that can be deployed if necessary. The response time for SWAT is approximately 25 minutes. SASR equipment and boats can also be deployed if necessary.

6.3.7 Other Cleanup Materials

Oasis has the capabilities of mobilizing materials from other areas if needed.

7.0 SELF-INSPECTION, DRILLS/EXERCISE, and RESPONSE TRAINING

7.1 Facility Self-Inspection

The facility is inspected on at least a quarterly basis. The Facility Inspection Checklists are provided in **Appendix G**. Facility inspection records are kept for a period of five years.

7.1.1 Tank Inspection

The tanks are inspected as part of the quarterly process. The Tank Inspection Checklist is provided in **Appendix G**.

7.1.2 Response Equipment Inspection

Response equipment is inspected on a regular basis. A Response Equipment Checklist and Inspection Log is provided in **Appendix G**.

7.1.3 Secondary Containment Inspection

Secondary containment is inspected as part of the quarterly process. The Secondary Containment Inspection Checklist is provided in **Appendix G**.

7.2 Drills/Exercises

Exercise requirements are described in the 2016 National PREP issued by the Department of Homeland Security (US Coast Guard), the EPA, the Department of Transportation (Pipeline Hazardous Materials Safety Administration) and the Department of the Interior (Bureau of Safety and Environmental Enforcement).

The purpose of the PREP is to address and define exercises for oil releases and training for such exercises.

The PREP includes 15 Core Requirements that are covered in this FRP. During each triennial cycle (three year period), all 15 Core Requirements must be exercised at least once. The purpose of this requirement is to ensure that all plan components function adequately for response to an oil spill.

The 15 core components of this FRP are listed in **Appendix H**. All 15 core components must be exercised in the three-year period using one of the drills/exercises. All drill/exercise documentation must be kept for a period of five years. A table to track drills for the 15 core components over the three year period is provided in **Appendix H**.

7.2.1 Qualified Individual Notification Exercise

The purpose of the Qualified Individual (QI) notification exercise is to ensure that the QI(s) can be reached in a spill response emergency to carry out required duties.

To satisfy the requirements of this exercise, facility personnel must make voice contact with the QI(s), and confirmation must be received from him or her. Electronic messaging may be used if communication by voice is not possible. Twelve Qualified Individual Notification Drills are required in a triennial cycle. These exercises are conducted on a quarterly basis. If the QI(s) is notified in conjunction with another exercise, or during an actual event, the notification can be credited as satisfying this requirement as long as it is properly documented. A QI Notification Exercise Documentation Form is provided in **Appendix H** to record these exercises. The QI notification exercise is self-certifying and evaluated internally by Oasis. The records must be retained for a minimum of five years.

7.2.2 Spill Management Team Tabletop Exercise

The Spill Management Team (SMT), conducts an annual tabletop exercise (TTX) in accordance with PREP guidelines. The SMT members consist of Plant and Environmental Health and Safety Personnel. A contact list is provided in **Appendix A, Table 3**. The response plan should be utilized in the exercise to ensure the SMT is familiar with the plan and is able to use it effectively to conduct a spill response. The objective of the SMT TTX is to exercise the SMT in a review of:

- Knowledge of the response plan;
- Proper notifications;
- Communications system;
- Ability to access an OSRO if necessary;
- Coordination of internal organization personnel with responsibility for spill response;

- Provide an annual review of the transition from a local team to a regional, national, and international team, as appropriate;
- Ability to effectively coordinate spill response activity with the National Response System (NRS) infrastructure. (If personnel from the NRS are not participating in the exercise, the spill management team should demonstrate knowledge of response coordination with the NRS);
- Ability to access information in the Area Contingency Plan for location of sensitive areas, resources available within the area, unique conditions of area, etc;
- Minimum of one SMT TTX exercise in a triennial cycle would involve simulation of a worst-case discharge scenario.

The SMT TTX should consider shift changes to ensure that all personnel serving as part of the team during an actual spill have participated in an exercise. If the SMT TTX is performed in conjunction with another exercise, or during an actual event, the exercise can be credited as satisfying this requirement as long as it is properly documented. The SMT TTX is self-certifying and evaluated internally by Oasis. The records must be retained for a minimum of five years. A copy of the SMT TTX Documentation form is provided as **Appendix H**.

7.2.3 Equipment Deployment Exercise

A copy of the Equipment Deployment Exercise Log is provided in **Appendix H** and must kept on file for a period of five years.

The purpose of this exercise is to deploy and operate equipment used to respond to a discharge of oil at the Plant. Oasis utilizes OSRO response equipment for the exercise on an annual basis. The primary requirements for an equipment deployment exercise are:

- Deploy and operate response equipment necessary for a small discharge (2,100 gallons).
- All personnel involved in equipment deployment operations must be involved in a comprehensive training program.
- The response equipment must be periodically inspected and maintained in good operating condition in accordance with the manufacturer's recommendations and best commercial practices. The OSRO must provide inspection and maintenance information to the owner or operator.

Credit for this exercise may be taken for an actual spill response when equipment is deployed, the response is evaluated, and a proper record is generated.

7.3 Response Training

Personnel employed at facilities that transfer or store products classified as hazardous substances by OSHA, must comply with HAZWOPER regulations.

OSHA considers crude oil, petroleum oil, and petroleum distillates hazardous substances.

HAZWOPER does not apply to incidental releases that are limited in quantity and pose no safety and health threat to employees working in the immediate vicinity of the spill. These oil spills can be absorbed or controlled at the time of the release by employees in the immediate vicinity. Volunteers can participate in an oil spill response, but Federal OSHA standards do not cover uncompensated workers.

Workers with limited response roles should be trained to protect their health and to perform their normal duties in a safe manner. They must also be trained to conduct the proper notifications to the Control Room and to immediately intervene to mitigate a spill once it has occurred.

7.3.1 Personnel Response Training

All spill cleanup personnel receive HAZWOPER training and annual refresher training. New employees should not participate in emergency response activities until they have been properly trained.

Training conducted should be documented in the Personnel Response Training Log provided as **Appendix H**.

7.3.2 Discharge Prevention Meetings

A discharge prevention meeting is conducted at least yearly for all oil-handling personnel. Prevention training should include, but is not limited to, the following subjects:

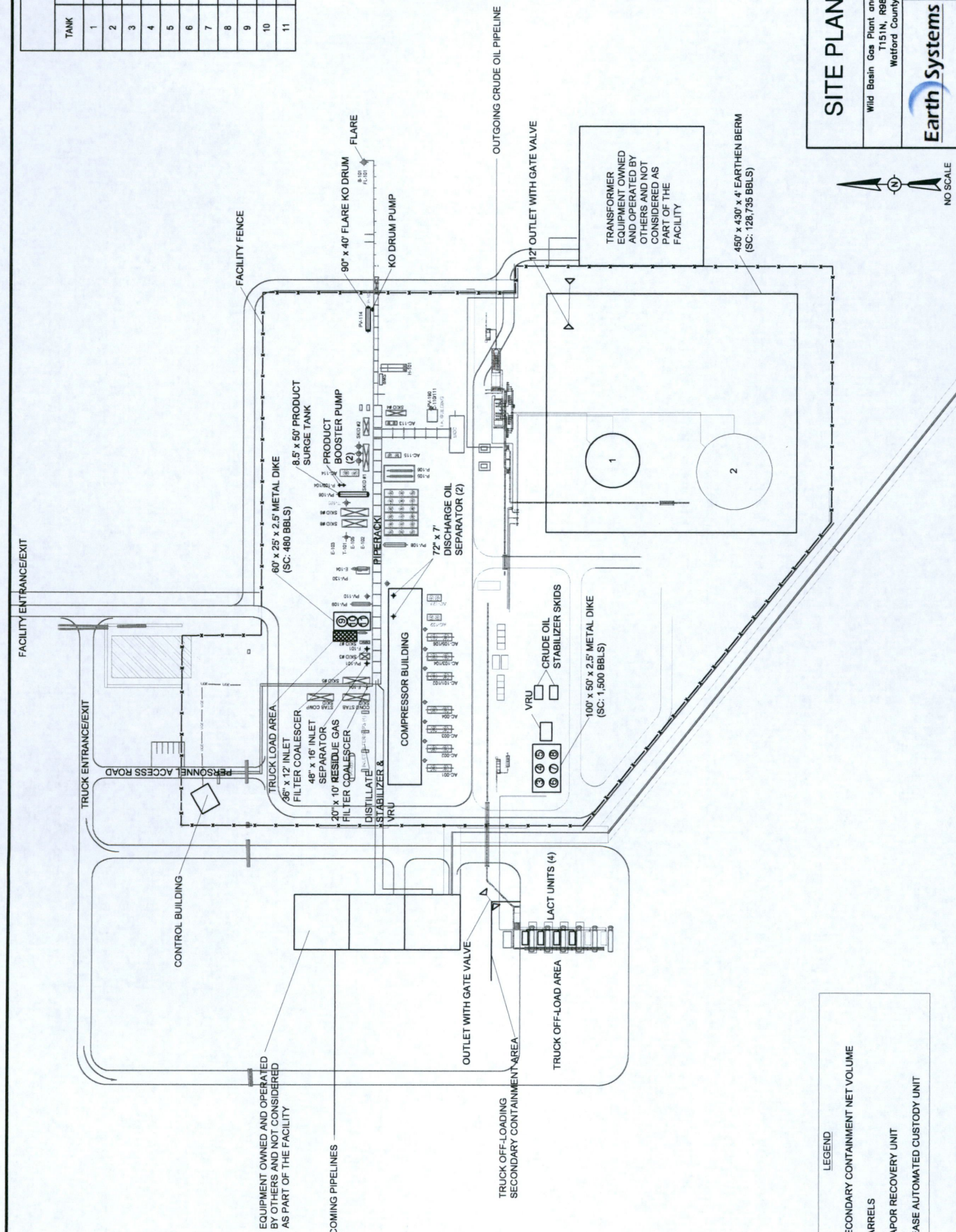
- Operations and maintenance of equipment;
- Applicable pollution control laws;
- Contents of this Plan, and;
- General facility operations.

A Discharge Prevention Meeting Log is provided in **Appendix H**. Documentation should be kept for five years.

8.0 DIAGRAMS

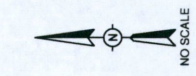
- Figure 1: Site Plan Diagram
- Figure 2: Site Drainage Plan Diagram
- Figure 3: Evacuation Routes and Assembly Areas

TANK LIST		
TANK	CONTENTS	VOLUME (BBLs)
1	CRUDE OIL	120,000
2	CRUDE OIL	60,000
3	CRUDE OIL	1,000
4	CRUDE OIL	1,000
5	CRUDE OIL	1,000
6	CRUDE OIL	1,000
7	CRUDE OIL	1,000
8	CRUDE OIL	1,000
9	SLOP OIL	400
10	LUBE OIL	200
11	JACKET WATER	200



LEGEND

(SC.)	SECONDARY CONTAINMENT NET VOLUME
BBLs	BARRELS
VRU	VAPOR RECOVERY UNIT
LACT	LEASE AUTOMATED CUSTODY UNIT

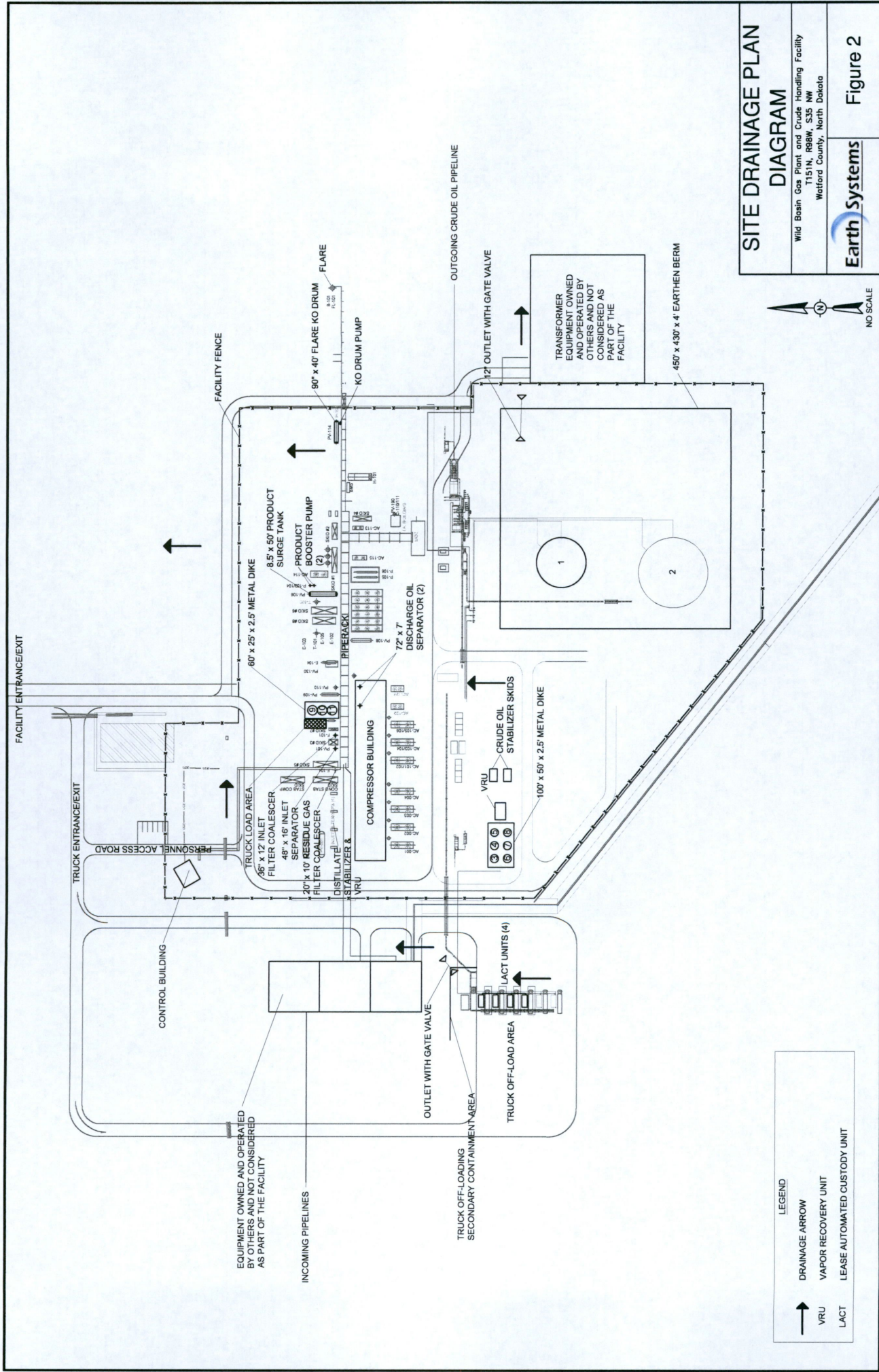


SITE PLAN DIAGRAM

Wild Basin Gas Plant and Crude Handling Facility
 151st N, N86W, S35 NW
 Watford County, North Dakota



Figure 1



**SITE DRAINAGE PLAN
DIAGRAM**

Wild Basin Gas Plant and Crude Handling Facility
T151N, R98W, S35 NW
Weiford County, North Dakota

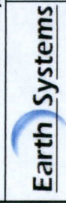


Figure 2



LEGEND

- DRAINAGE ARROW
- VRU VAPOR RECOVERY UNIT
- LACT LEASE AUTOMATED CUSTODY UNIT

9.0 SECURITY

Facility security is discussed in the following sections:

9.1 Emergency Cut-Off Locations (Automatic or Manual Valves)

In the event of a security breach, control room personnel have the capability to shut off portions of the Facility or the entire Facility, if necessary. Only authorized personnel are allowed in the control room. Automatic system shut-offs would occur in situations associated with pressure or temperature changes outside of normal ranges.

9.2 Enclosures

The Facility is fully fenced, with the exception of the truck loadout area, and is only accessible through gated areas.

9.3 Guards

The Facility is manned continuously while in operation. A minimum of one person patrols the Facility during operation. In addition, a minimum of one person is in the control room during operation.

9.4 Lighting

Lighting is located throughout the Facility to assist in discovery of discharges and to prevent discharges occurring through acts of vandalism.

9.5 Valve and Pump Locks

Valve and pumps are not locked but are only accessible to authorized personnel. Tank valves are closed to prevent unauthorized operation.

9.6 Pipeline Connection Caps

Connections are secured when they are not expected to be used for an extended period of time.

APPENDIX A
Phone and Personnel Lists

Table 1 – Qualified Individuals List

This list includes the qualified individuals for the facility and requires name, position, home and work address, emergency phone number, and specific response training experience.

Name	Marilee Foote
Position	Facility Engineer II
Home Address	3229 21 st Ave. W., Williston, ND 58801
Work Address	6205 16th Ave. W., Williston, ND 58801
Phone Number	701-713-0861
Response Training	HAZWOPER, Qualified Individual/Incident Command, Spill Prevention, Control, and Countermeasure

Name	Lynn Sundby
Position	Facilities Manager
Home Address	3911 University Ave., Williston, ND 58801
Work Address	6205 16th Ave. W., Williston, ND 58801
Phone Number	701-770-5273
Response Training	HAZWOPER, Qualified Individual/Incident Command, Spill Prevention, Control, and Countermeasure

Table 2 - Emergency Notification Phone List

OMS Contacts	Primary Phone Number
Facility Control Room	701-577-1709
Marilee Foote Facility Engineer II	701-713-0861
Lynn Sundby Facilities Manager	701-770-5273
Kaden Elwess Senior EHS Representative	701-509-3714
Dustin Anderson Senior Environmental Representative	701-580-3208
David Edwards EHS Manager	832-794-7932
James Demorrett Land Supervisor	701-577-1660
John Jochim OMS Operations Superintendent	406-489-0262
Brett Truss Stimulation Operations Manager	701-577-1698
Jason Killion OMS Operations Superintendent	701-609-2716
Mark Garner Plant Foreman	701-609-3747
Steven Geiser Field Foreman	701-577-1721
Damon Jorgensen Construction Superintendent	701-577-1687
Linda Pitman Production Manager	701-713-0155
Kevin Ralph Workover Superintendent	701-641-3114
John Lee Operations General Manager	307-262-4422
Jared Iverson Production Operations Manager	701-577-1679
Jim Doss OMS General Manager	713-770-6445
Niko Lorentzos Executive VP and General Counsel	281-404-9606
Jason Swaren VP of Operations	281-404-9554
Robin Hesketh Sr. VP of Operations	281-404-9484

Governmental Agency Contacts	Primary Phone Number	Secondary Phone Number
Watford City Fire Department	1-701-444-3516	911
National Response Center (NRC)	1-800-424-8802	N/A
North Dakota Department of Health (NDDoH)	1-701-328-5210	1-701-328-5166
North Dakota Industrial Commission (NDIC) Oil and Gas Division	1-701-328-8020	N/A
McKenzie County Sheriff	1-701-444-3654	911
US Federal Railroad Administration Region 8	1-360-696-7536	1-800-724-5998
PHMSA (DOT)	1-800-424-8802	N/A

Outside Support Contacts	Primary Phone Number	Secondary Phone Number
Clean Harbors (Arnegard, ND)	1-800-645-8465	1-701-586-3170
Absorbent & Safety Solutions	1-701-838-4558	N/A
Sakakawea Area Spill Response, LLC	1-701-260-4279	1-307-247-3702
SWAT	1-866-610-7928	N/A

Table 3 - Emergency Response Personnel/Spill Management Team List

Name	Marilee Foote
Position	Facility Engineer II
Home Address	3229 21 st Ave. W., Williston, ND 58801
Work Address	6205 16th Ave. W., Williston, ND 58801
Phone Number	701-713-0861
Response Training	HAZWOPER, Qualified Individual/Incident Command, Spill Prevention, Control, and Countermeasure

Name	Lynn Sunby
Position	Facilities Manager
Home Address	3911 University Ave., Williston, ND 58801
Work Address	6205 16th Ave. W., Williston, ND 58801
Phone Number	701-770-5273
Response Training	HAZWOPER, Qualified Individual/Incident Command, Spill Prevention, Control, and Countermeasure

Table 4 - Emergency Response Contractor List

Outside Support Contacts	Primary Phone Number	Secondary Phone Number
Clean Harbors (Arnegard, ND)	1-800-645-8465	1-701-586-3170
Absorbent & Safety Solutions	1-701-838-4558	N/A
Sakakawea Area Spill Response, LLC	1-701-260-4279	1-307-247-3702
SWAT	1-866-610-7928	N/A

Table 5 - Facility Response Team List (First Responders)

Name	Phone Number	Response Time (Minutes)
Mark Garner Foreman	701-609-3747	30
Troy Anderson Operator	435-650-7074	30
Jason Deming Operator	406-478-0049	30
Tim Miller Operator	813-748-2423	30
Will Langford Operator	701-570-8368	30
Lucio Quiroz Operator	385-232-6829	30
Steve Kloppel Operator	406-861-0726	30
Cody Gibson Operator	406-478-4679	30

APPENDIX B
Spill Response Notification Form

INCIDENT REPORT FORM			
REPORTING PARTY			
First Name:	MI:	Last Name:	Position:
Phone (Day):		Alt. Phone (Evening):	Date/Time of Report:
Company:		Organization Type:	
Address:		City, State, Zip:	
Were Materials Discharged?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Confidential?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Meeting Federal obligations to report?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date Called:	mm/dd/yyyy
Are you calling on behalf of the responsible party?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Time Called:	
INCIDENT DESCRIPTION			
Date of Incident: mm/dd/yyyy		Time of Incident: AM/PM	
Source and/or cause of event:			
Incident Address / Location Description:			
Nearest City:		State:	
County/Parish:		Zip Code:	
Distance from City:	Units of Measure:	Direction from City:	
Section:	Township:	Range:	Borough:
Container Type:	Tank Oil Storage Capacity:	Units of Measure:	
Facility Latitude:	Degrees	Minutes	Seconds
Facility Longitude	Degrees	Minutes	Seconds
MATERIAL			
Discharged Quantity	Unit of Measure	Material Discharged in Water	Quantity
RESPONSE ACTION			
Actions Taken to Correct, Control or Mitigate Incident:			
IMPACT			
Number of Injuries?		Number of Deaths?	
Were there Evacuations? <input type="checkbox"/> Yes <input type="checkbox"/> No		Number Evacuated:	
Was there any damage? <input type="checkbox"/> Yes <input type="checkbox"/> No		Damage estimate in Dollars:	
Medium affected:		Description:	
More Information about Medium:			
ADDITIONAL INFORMATION (Regarding incident not recorded elsewhere in the report)			
CALLER NOTIFICATIONS			
EPA	<input type="checkbox"/> Yes <input type="checkbox"/> No	NRC	<input type="checkbox"/> Yes <input type="checkbox"/> No
STATE	<input type="checkbox"/> Yes <input type="checkbox"/> No	OTHER	<input type="checkbox"/> Yes <input type="checkbox"/> No
Describe			

Utilize the online version by following the link <http://www.ecocion.com/acts-oasis.html>. If online capability is not available use this form.

APPENDIX C
Emergency Response Equipment List

Oasis maintains spill trailers at various locations. In addition, Oasis is a member of the SASR and has access to equipment maintained by that association and other members. The location addresses and equipment inventories are below:

1. Powers Lake Field Office 9158 Highway 50 Powers Lake, ND
2. Williston Field Office 6205 16th Ave W Williston, ND
3. Alexander Field Office 14331 29th St SW Alexander, ND

Emergency Spill Response Trailer(s) – Powers Lake

Item	Product Description	Qty Per Trailer	Capacity (Gal/Min)	Date of Last Fuel Change
1	VL-PB810 : 8" x 10' Oil Only Boom	4	N/A	N/A
2	BPO-500: Oil Only Boom	7	N/A	N/A
3	UP-100: Universal Sorbent pad (Bag)	3	N/A	N/A
4	SS-1: Industrial sorbent (Sphag sorb) (Bag)	8	N/A	N/A
5	Cool-Ox Spill Kit	2	N/A	N/A
6	072514: Enviro Clean	2	N/A	N/A
7	3100: 3XL Coveralls	25	N/A	N/A
8	2715243: Cleated Chest Waders Size 10	2	N/A	N/A
9	2715243: Cleated Chest Waders Size 12	2	N/A	N/A
10	Tool Box – Empty	1	N/A	N/A
11	36x60 6mil Clear Bags (Roll)	1	N/A	N/A
12	Flat Head Shovel	1	N/A	N/A
13	Spade Shovel	1	N/A	N/A
14	Broom	2	N/A	N/A
15	Scoop Shovel	2	N/A	N/A
16	Squeegee	2	N/A	N/A
17	Rake	2	N/A	N/A
18	Steel Toe Boot Covers	2	N/A	N/A
19	18" – 457mm Zip Ties	50	N/A	N/A
20	Spare Trailer Tire	1	N/A	N/A
21	Rain Boots Size 11	1	N/A	N/A
22	Rain Boots Size 13	1	N/A	N/A
23	3/8 – 100ft Black Rope	4	N/A	N/A
24	LED Flashlight w/Battery	2	N/A	N/A
25	Duct Tape	2	N/A	N/A
26	Rubber Gloves (Pair)	6	N/A	N/A
27	Safety Glasses	4	N/A	N/A
28	Leather Gloves (Pair)	1	N/A	N/A
29	50 Gallon Metal Drum	2	N/A	N/A

Emergency Spill Response Trailer(s) - Williston

Item	Product Description	Qty Per Trailer	Capacity (Gal/Min)	Date of Last Fuel Change
1	VL-PB810: 8" x 10' Oil Only Boom	14	N/A	N/A
2	SPC 200 200/BL: 15" x 19" Pad Oil Only	6	N/A	N/A
3	32" x 150" Oil Only Roll	4	N/A	N/A
4	Floor Dry – 25lb Bags	10	N/A	N/A
5	100 Oil Pad	2	N/A	N/A
6	072514: Enviro Clean	2	N/A	N/A
7	Ear Plugs (Box)	2	N/A	N/A
8	Extension Cord – 100ft	4	N/A	N/A
9	Work Lamp	4	N/A	N/A
10	Tri Pod	2	N/A	N/A
11	Tables	2	N/A	N/A
12	Chairs	4	N/A	N/A
13	AA Batteries – 24 Box	2	N/A	N/A
14	AAA Batteries – 24 Box	2	N/A	N/A
15	FR Rain Gear – XL	3	N/A	N/A
16	Caution Tape (Roll)	1	N/A	N/A
17	Danger Tape (Roll)	1	N/A	N/A
18	Chest Waders Size 10	2	N/A	N/A
19	Tool Box – Wrench Set Inside	1	N/A	N/A
20	Uline Contractor Bags (Roll)	2	N/A	N/A
21	Flat Head Shovel	1	N/A	N/A
22	Spade Shovel	1	N/A	N/A
23	Broom	2	N/A	N/A
24	Scoop Shovel	2	N/A	N/A
25	Squeegee	2	N/A	N/A
26	Rake	2	N/A	N/A
27	Spare Trailer Tire	1	N/A	N/A
28	Rain Boots Size 11	1	N/A	N/A
29	Rain Boots Size 10	1	N/A	N/A
30	DPLN 50ft Rope	2	N/A	N/A
31	LED Flashlight	3	N/A	N/A
32	Rubber Gloves (Pair)	6	N/A	N/A
33	Safety Glasses	12	N/A	N/A
34	Leather Gloves (Pair)	12	N/A	N/A
35	Caution Ahead Sign w/Tri Pod	2	N/A	N/A
36	Steel Gas Tank	2	N/A	N/A
37	32oz Eyewash Bottles	1	N/A	N/A
38	#25 Standard First Aid Kit	1	N/A	N/A
39	Chock Blocks	1	N/A	N/A
40	Generator	1		
41	SCBA	2	N/A	N/A

Emergency Spill Response Trailer(s) - Alexander

Item	Product Description	Qty Per Trailer	Capacity (Gal/Min)	Date of Last Fuel Change
1	B510 Oil Only Boom	14	N/A	N/A
2	UP Universal Sorbent Pad	6	N/A	N/A
3	CEP P100 Oil Only Pads	14	N/A	N/A
4	SS-1: Industrial Sorbent (Sphag sorb)	16	N/A	N/A
5	Provia FR Coveralls – XL	25	N/A	N/A
6	Provia FR Coveralls – 2XL	25	N/A	N/A
7	Enviro Clean	2	N/A	N/A
8	MSA 4 Gas Monitor	1	N/A	N/A
9	Cotton Gloves (Dozen)	3	N/A	N/A
10	Metal Drum – 42 Gallon	2	N/A	N/A
11	Rubber Boots Wader Size 12	1	N/A	N/A
12	Rubber Boots Wader Size 10	1	N/A	N/A
13	Rubber Boots Wader Size 13	1	N/A	N/A
14	Rubber Boots Wader Size 11	1	N/A	N/A
15	Rubber Boots Size 13	1	N/A	N/A
16	Rubber Boots Size 10	1	N/A	N/A
17	Rubber Boots Size 11	1	N/A	N/A
18	Duct Tape	4	N/A	N/A
19	Flashlight w/Battery	3	N/A	N/A
20	100ft Rope	4	N/A	N/A
21	75ft Rope	4	N/A	N/A
22	Leather Gloves (Pair)	8	N/A	N/A
23	Safety Glasses	6	N/A	N/A
24	Rubber Gloves (Pair)	12	N/A	N/A
25	36x60 6mil Clear 50 Bags (Roll)	2	N/A	N/A
26	Scoop Shovel	2	N/A	N/A
27	Floor Squeegee	2	N/A	N/A
28	Rake	2	N/A	N/A
29	Push Broom	2	N/A	N/A
30	Tool Box – Empty	1	N/A	N/A
31	Spare Tire	11	N/A	N/A
32	Oasis Bibs	4	N/A	N/A
33	Oasis Bib Tops	4	N/A	N/A

SASR Trailer Location-Trailer Lock Combination 1804

3725 89th Street NW
New Town, ND 58763

The following equipment is maintained by SASR:

SASR Boats as of 3/1/2014

1-23' jet fast response boat
1-26' twin engine fast response boat
1- 18' Jon boat w/50 hp outboard motor

SASR Boom Trailer Inventory as of 12/3/13

Quantity	Units	Item Description	Quantity - Units - Item Description
2000	feet	13" boom with bridles	2 each 40# Danforth Anchor Systems
2	ea	TDS 118 Drum Skimmers	6 each Anchor Buoys
14	ea	Bales absorbent boom	1 each first aid kit
2	ea	23# Danforth Anchor Systems	

SASR Spill Trailer Inventory as of 12/3/13

Quantity	Units	Item Description	Quantity - Units - Item Description
10	bags	oil dry	2 each stake sleeve hammers (T post drivers)
2	ea	power washer	2 each hose floats
10	spools	rope	3 each 50 gallon drums (black)
15	ea	life vests	1 each 55 gallon drum (yellow)
4	ea	non reusable containers	6 each power washer hoses
1	box	XL Tyvek	2 each E150 3" pumps
1	box	2X Tyvek	2 each Kubota filter kits
1	box	3X Tyvek	2 each handheld blowers
1	box	4X Tyvek	1 each chain saw
6	boxes	chest waders	1 each gallon bar oil
6	rolls	6 mil poly (20'x100')	1 each chain
6	boxes	38"x60" (50 per box)	1 each chain cover
6	boxes	nitrile gloves	2 each 100' garden hose
6	bags	neoprene gloves (10 per)	2 each 3" flex hose
10	ea	3" hoses	2 pairs rubber boots
1	ea	2' hose	4 each ratchet straps
4	ea	66lb water barriers	4 each padlocks
1	ea	folding table	1 each 15hp generator
1	ea	170pc tool set	1 each 3" transfer pump
3	boxes	snare	1 each 2" transfer pump
30	ea	1/2" anchor shackles	6 each folding chairs
25	ea	1/4" anchor shackles	2 each 2.5 gallons degreaser
5	ea	3/8" anchor shackles	2 each deblazer containers
3	ea	standing work lights	1 each collapsible onion tank
61	ea	D rings	4 each garden rakes
1	ea	dewalt 4 pc tool set	4 each shovels (2 spades and 2 flats)
1	ea	hand sump pump	1 each 10'x10' gazebo tent
4	boxes	rags	1 each Laser Rangefinder & extra batteries
10	rolls	caution tape	1 each first aid kit
24	rolls	rolls of duct tape	

SASR Winter Response Trailer Inventory as of 3/1/2014

TRAILER

1-8' x 28' Tandem Axle Trailer, 5,200 lb. axles, insulated
Trailer shelving and folding workbench (interior) Folding
Exterior Access Hatch Panel (for petroleum product)

SKIMMING/RECOVERY EQUIPMENT

1-2' Pedco Skimmer (Weir Type Skimmer)
1-Diaphragm Pump (2")
1-Sorbent Roll
1-Bail of Sorbent Pads
1-Transfer Pump
3-Suction Hose (2" x 20')
2-Discharge Hose (2" x 50' -PVC)
1-Porta-Tank and Frame (1000 Gallon)
8-Puck Board 4' x 8'
1-Camlock Fittings (Male 2", 4" Female 2", 4")
2-Squeegies

ICE CUTTING/REMOVAL EQUIPMENT

2-Chainsaws- Stihl 440 Magnum
2-Ice Augers- Stihl BT121
12-Ice Auger Blades- Stihl
2-Ice Auger Extensions (3')
2-Ice Saws (42" Blade)
1-Ice Tongs
1-Ice Chipping Bar
1-Capstan Winch (Gas Powered)
1-T- Bar (Ice Block Puller)
1-A Frame (Ice Block Puller)
10-9" Ice Anchors (Black Diamond Express Ice Screw)
2-Scoop Showels (Perforated)
1-Flat Nose Shovel
1-Snow Shovel
1-Ice Depth Gauge
2-Ice Scoop
1-Chain Saw Hoist (cage for chainsaw used for cutting)

SAFETY EQUIPMENT

1-Fire Extinguisher (20 lb.)
1-First Aid Kit (326 Piece)
12-Rolls of Flagging Tape (Fluorescent)
6-Rolls of Flagging Tape (Caution)
6-Highway Cones
1-Highway Reflector Kit
2-Highway Vest
1-Warning Signs (Hand held Stop/Slow)

TOOL BOX

1-Combination Wrench Set (3/8"-1 1/4")
1-Crescent Wrench (12")
1-Round File
1-Flat File
1-Hack Saw
6-Hack Saw Blades
1-Claw Hammer
1-Pipe Wrench (24")
1-Pliers
1-Pliers (Channel Locking)
1-Screw Driver Set
1-Socket Set (3/8" - 1")
1-Utility Knife
1-Wire Brush
1-Chainsaw/Ice Auger Repair Kit

PETROLEUM PRODUCTS

6-Motor Oil
6-Two Cycle Motor Oil
4-Chainsaw Oil
4-Methyl hydrate
4-Antifreeze
2-20lb propane tanks (for Herman Nelson Heater)

MISCELLANEOUS EQUIPMENT

1-Propane Heater (Herman Nelson-Portable)
1-Funnel
1-Garbage Can
1-Jerry Can (5 Gal)
1-Jerry Can (2 Gal)
1-Plastic Tarp
8-Rolls of Snow Fence
1-Pail (Galvanized)
1-Tie Wire
1-Equipment Sled
12-Carabiners
2-Sledge Hammer
1-2" Post Pounder
2-Axes
1-Current Velocity Meter (Flow Probe)
1-Crow Bar (4')
1-Buck Saw
1-Frost Fighter Heater
1-Tape Measure (100")
8-Snow Fence Posts
1-Megaphone

SASR Winter Response Trailer Inventory continued

SAFETY EQUIPMENT

- 1-Warning Signs (Danger Open Water)
- 2-Chainsaw Chaps
- 6-Safety Glasses
- 6-Hard Hat Liners
- 6-Flashlights (Intrinsically Safe)
- 12-Flashlight Batteries (D)
- 1-Rescue Sled
- 4-Buoyancy Suits (Mustang or similar)
- 4-Safety Harness (Full Body)
- 8-Safety Rope (25')
- 10-Safety Rope (100')
- 1-Extention Ladder (20')
- 1-Extendable Reach Pole
- 2-Sleeping Bags
- Wool Blankets
- 2-Thermal Survival Blankets
- 8-Personal Floatation Devices
- 2-Throw Rope Bags
- 8-Pairs of Winter Insulated Boots (Steel Toed)
- 10-Ice Cleats (Strap On)

APPENDIX D
Tank List



Tank List*

Tank Number	Substance Stored	Quantity Stored (gallon)	Tank Type/Year	Maximum Storage (gallon)	Net Containment Volume (barrel / gallon)	Past Failure and Cause
A- 1	Crude Oil	5,040,000	Floating Roof/2016	5,040,000	128,735 / 5,406,870	None
A- 2	Crude Oil	2,520,000	Floating Roof/2016	2,520,000	128,735 / 5,406,870	None
A- 3	Crude Oil	42,000	Fixed/2016	42,000	1,500 / 63,000	None
A- 4	Crude Oil	42,000	Fixed/2016	42,000	1,500 / 63,000	None
A- 5	Crude Oil	42,000	Fixed/2016	42,000	1,500 / 63,000	None
A- 6	Crude Oil	42,000	Fixed/2016	42,000	1,500 / 63,000	None
A- 7	Crude Oil	42,000	Fixed/2016	42,000	1,500 / 63,000	None
A- 8	Crude Oil	42,000	Fixed/2016	42,000	1,500 / 63,000	None
A- 9	Slop Oil	16,800	Fixed/2016	16,800	480 / 20,500	None
A- 10	Lube Oil	8,400	Fixed/2016	8,400	480 / 20,500	None
A- 11	Jacket Water	8,400	Fixed/2016	8,400	480 / 20,500	None
Total:		7,845,600				

* Any container that stores oil greater than 55-gallons A- Designates Aboveground Tank

APPENDIX E
Planning Distance Calculations



Draft Planning Distance Calculations GAS PLANT FRP

40 CFR 112, Appendix C, Attachment C-III

Chezy-Manning's Equation: $v = (1.49/n) \times r^{2/3} \times s^{1/2}$ Where: v = velocity, n = Manning's Roughness Coefficient, r = hydraulic radius, s = average slope

1. From 120,000 Barrel Tank to Unnamed Tributary of Tobacco Garden Creek

Start Elevation ¹ :	2,034	End Elevation ¹ :	2,023 feet	Elevation Change:	11 feet
Distance ¹ :	300 feet	or	0.06 miles		
Time to travel 300 feet ³ :	1500 sec				
Remaining Distance:	1,059 feet	or	0.20 miles		
v ⁴ =	1.40 ft/sec	Time to travel Distance:	2,256 sec	or	0.63 hours

2. From Entry of Unnamed Tributary to Tobacco Garden Creek:

Start Elevation ¹ :	2,023 feet	End Elevation ¹ :	1,997 feet	Elevation Change:	26 feet
Distance ¹ :	18,595 feet	or	3.52 miles		
Average Slope (s):	0.0013982 feet/foot	Midstream Depth:	3 feet	Hydraulic Radius (r):	2.001
Manning Roughness Coefficient (n):	0.06 Sluggish/Weedy-No Trees or Brush				
v=	1.48 ft/sec	Time to travel Distance:	12,527 sec	or	3.48 hours

3. From Tobacco Garden Creek to Tobacco Garden Bay

Start Elevation ¹ :	1,997 feet	End Elevation ¹ :	1,853 feet	Elevation Change:	144 feet
Distance ¹ :	190,195 feet	or	36.02 miles		
Average Slope (s):	0.0007571 feet/foot	Midstream Depth:	5 feet	Hydraulic Radius (r):	3.335
Manning Roughness Coefficient (n):	0.04 Clean/Winding				
v=	2.30 ft/sec	Time to travel Distance:	82,576 sec	or	22.94 hours

4. Planning Distance (after 27 hours² = 24-hour Arrival + 3-hour Deployment):

Time in Agricultural Field:	0.63 hours
Time in Unnamed Tributary of Tobacco Garden Creek:	3.48 hours
Hours of flow on Tobacco Garden Creek to reach the Planning Distance:	22.89 hours
Overland Flow Distance:	0.26 miles
Distance downstream in Unnamed Tributary:	3.52 miles
Distance downstream in Tobacco Garden Creek :	35.95 miles
Total Planning Distance:	39.73 miles
Location of Planning Distance ¹ :	48° 05' 16.5", -103° 07' 13.4"

¹Derived from the ND LIDAR Dissemination Mapservice, <http://lidar.swc.nd.gov/>

²40CFR112, Appendix C, Attachment C-III, Table 3

³The first 300 feet is considered overland sheet flow, data retrieved from a Nomograph for Overland Flow Time Chart; John Gribbin, *Introduction to Hydraulics and Hydrology with Applications for Stormwater Management* (New York: Thomson Delmar Learning, 2006), 457.

⁴The remaining 1,059 feet is considered shallow concentrated flow, the velocity was found using an Average Velocities for Estimating Travel Time for Shallow Concentrated Flow Chart; Gribbin, *Introduction to Hydraulics and Hydrology with Applications for Stormwater Management*, 170-171.

*Note that the planning distance does not reach Tobacco Garden Bay

APPENDIX F
Worksheet to Plan Volume of Response
Resources for Worst Case Discharge

APPENDIX F
WORKSHEET TO PLAN VOLUME OF RESPONSE RESOURCES
FOR WORST CASE DISCHARGE
(40 CFR 112 APPENDIX E)

Worst Case Discharge: 120,000 BBL (5,040,000 gallons) Crude Oil

Part I. Background information:

Step (A). Calculate Worst Case Discharge in barrels (in accordance with 40 CFR 112.20 Appendix D) 120,000
(A)

Step (B). Oil Group (From Table 3 of 40 CFR 112.20 Appendix E) 1

Step (C). Operating Area (choose one) Nearshore/Inland or Rivers and Canals
Great Lakes

Step (D). Percentages of Oil (From Table 2 of 40 CFR 112.20 Appendix E)

Percentage Lost to Natural Dissipation	Percentage Recovered Floating Oil	Percent Oil Onshore
80	20	10
(D1)	(D2)	(D3)

Step (E1). On-Water Oil Recovery: $\frac{\text{Step (D2)} \times \text{Step (A)}}{100}$ 24,000
(E1)

Step (E2). Shoreline Recovery: $\frac{\text{Step (D3)} \times \text{Step (A)}}{100}$ 12,000
(E2)

Step (F). Emulsification Factor
 (From Table 3 of 40 CFR 112.20 Appendix E) 1.0
(F)

Step (G) On-Water Oil Recovery Resource Mobilization Factor
 (From Table 4 of 40 CFR 112.20 Appendix E)

Tier 1	Tier 2	Tier 3
0.15	0.25	0.40
(G1)	(G2)	(G3)

Part II. On-Water Oil Recovery Capacity (barrels/day)

Tier 1
3,600
Step (E1) x Step (F) x
Step (G1)

Tier 2
6,000
Step (E1) x Step (F) x
Step (G2)

Tier 3
9,600
Step (E1) x Step (F) x
Step (G3)

Part III. Shoreline Cleanup Volume (barrels)

12,000
Step (E2) x Step (F)

Part IV. On-Water Response Capacity By Operating Area
(From Table 5 of 40 CFR 112.20 Appendix E)
(Amount needed to be contracted for in barrels/day)

Tier 1
12,500
(J1)

Tier 2
25,000
(J2)

Tier 3
50,000
(J3)

Part V On-Water Amount Needed to be identified, but not contracted for in Advance
(barrels/day)

Tier 1
NA
Part II Tier 1 – Step (J1)

Tier 2
NA
Part II Tier 2 – Step (J2)

Tier 3
NA
Part II Tier 2 – Step (J3)

APPENDIX G
Facility Inspection Checklists



Tank Inspection Checklist

Inspection Frequency: Twice per Year

Date: _____

Inspector: _____

Tank #'s: _____

General Comments: _____

Tanks, Evidence of:		Comments
Drip Marks	Yes / No	
Discoloration of Tanks	Yes / No	
Puddles Containing Spilled or Leaked Material	Yes / No	
Corrosion	Yes / No	
Cracks	Yes / No	
Localized Dead Vegetation	Yes / No	
Foundations, Evidence of:		Comments
Cracks	Yes / No	
Discoloration	Yes / No	
Puddles Containing Spilled or Leaked Material	Yes / No	
Settling	Yes / No	
Gaps Between Tank and Foundation	Yes / No	
Damage Cause by Vegetation Roots	Yes / No	
Piping, Evidence of:		Comments
Droplets of Stored Material	Yes / No	
Discoloration	Yes / No	
Corrosion	Yes / No	
Bowing of Pipe Between Supports	Yes / No	
Material Seepage from Valves or Seals	Yes / No	
Localized Dead Vegetation	Yes / No	



Response Equipment Inspection Checklist

Inspection Frequency: Once per year (Annually) and after each deployment exercise or discharge deployment

Storage Location: _____

Accessibility (Time to Access and Respond): _____

Note discrepancies between list on next page and equipment available: _____

Item # (See Next Page)	Quantity	Operational Status / Condition	Date of Last Use or Test	Present Age and Expected Replacement Date
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
Boom (If Applicable)				

Emergency Spill Response Trailer(s) – Powers Lake

Item	Product Description	Qty Per Trailer	Capacity (Gal/Min)	Date of Last Fuel Change
1	VL-PB810 : 8" x 10' Oil Only Boom	4	N/A	N/A
2	BPO-500: Oil Only Boom	7	N/A	N/A
3	UP-100: Universal Sorbent pad (Bag)	3	N/A	N/A
4	SS-1: Industrial sorbent (Sphag sorb) (Bag)	8	N/A	N/A
5	Cool-Ox Spill Kit	2	N/A	N/A
6	072514: Enviro Clean	2	N/A	N/A
7	3100: 3XL Coveralls	25	N/A	N/A
8	2715243: Cleated Chest Waders Size 10	2	N/A	N/A
9	2715243: Cleated Chest Waders Size 12	2	N/A	N/A
10	Tool Box – Empty	1	N/A	N/A
11	36x60 6mil Clear Bags (Roll)	1	N/A	N/A
12	Flat Head Shovel	1	N/A	N/A
13	Spade Shovel	1	N/A	N/A
14	Broom	2	N/A	N/A
15	Scoop Shovel	2	N/A	N/A
16	Squeegee	2	N/A	N/A
17	Rake	2	N/A	N/A
18	Steel Toe Boot Covers	2	N/A	N/A
19	18" – 457mm Zip Ties	50	N/A	N/A
20	Spare Trailer Tire	1	N/A	N/A
21	Rain Boots Size 11	1	N/A	N/A
22	Rain Boots Size 13	1	N/A	N/A
23	3/8 – 100ft Black Rope	4	N/A	N/A
24	LED Flashlight w/Battery	2	N/A	N/A
25	Duct Tape	2	N/A	N/A
26	Rubber Gloves (Pair)	6	N/A	N/A
27	Safety Glasses	4	N/A	N/A
28	Leather Gloves (Pair)	1	N/A	N/A
29	50 Gallon Metal Drum	2	N/A	N/A

Emergency Spill Response Trailer(s) - Williston

Item	Product Description	Qty Per Trailer	Capacity (Gal/Min)	Date of Last Fuel Change
1	VL-PB810: 8" x 10' Oil Only Boom	14	N/A	N/A
2	SPC 200 200/BL: 15" x 19" Pad Oil Only	6	N/A	N/A
3	32" x 150" Oil Only Roll	4	N/A	N/A
4	Floor Dry – 25lb Bags	10	N/A	N/A
5	100 Oil Pad	2	N/A	N/A
6	072514: Enviro Clean	2	N/A	N/A
7	Ear Plugs (Box)	2	N/A	N/A
8	Extension Cord – 100ft	4	N/A	N/A
9	Work Lamp	4	N/A	N/A
10	Tri Pod	2	N/A	N/A
11	Tables	2	N/A	N/A
12	Chairs	4	N/A	N/A
13	AA Batteries – 24 Box	2	N/A	N/A
14	AAA Batteries – 24 Box	2	N/A	N/A
15	FR Rain Gear – XL	3	N/A	N/A
16	Caution Tape (Roll)	1	N/A	N/A
17	Danger Tape (Roll)	1	N/A	N/A
18	Chest Waders Size 10	2	N/A	N/A
19	Tool Box – Wrench Set Inside	1	N/A	N/A
20	Uline Contractor Bags (Roll)	2	N/A	N/A
21	Flat Head Shovel	1	N/A	N/A
22	Spade Shovel	1	N/A	N/A
23	Broom	2	N/A	N/A
24	Scoop Shovel	2	N/A	N/A
25	Squeegee	2	N/A	N/A
26	Rake	2	N/A	N/A
27	Spare Trailer Tire	1	N/A	N/A
28	Rain Boots Size 11	1	N/A	N/A
29	Rain Boots Size 10	1	N/A	N/A
30	DPLN 50ft Rope	2	N/A	N/A
31	LED Flashlight	3	N/A	N/A
32	Rubber Gloves (Pair)	6	N/A	N/A
33	Safety Glasses	12	N/A	N/A
34	Leather Gloves (Pair)	12	N/A	N/A
35	Caution Ahead Sign w/Tri Pod	2	N/A	N/A
36	Steel Gas Tank	2	N/A	N/A
37	32oz Eyewash Bottles	1	N/A	N/A
38	#25 Standard First Aid Kit	1	N/A	N/A
39	Chock Blocks	1	N/A	N/A
40	Generator	1		
41	SCBA	2	N/A	N/A

Emergency Spill Response Trailer(s) - Alexander

Item	Product Description	Qty Per Trailer	Capacity (Gal/Min)	Date of Last Fuel Change
1	B510 Oil Only Boom	14	N/A	N/A
2	UP Universal Sorbent Pad	6	N/A	N/A
3	CEP P100 Oil Only Pads	14	N/A	N/A
4	SS-1: Industrial Sorbent (Sphag sorb)	16	N/A	N/A
5	Provia FR Coveralls – XL	25	N/A	N/A
6	Provia FR Coveralls – 2XL	25	N/A	N/A
7	Enviro Clean	2	N/A	N/A
8	MSA 4 Gas Monitor	1	N/A	N/A
9	Cotton Gloves (Dozen)	3	N/A	N/A
10	Metal Drum – 42 Gallon	2	N/A	N/A
11	Rubber Boots Wader Size 12	1	N/A	N/A
12	Rubber Boots Wader Size 10	1	N/A	N/A
13	Rubber Boots Wader Size 13	1	N/A	N/A
14	Rubber Boots Wader Size 11	1	N/A	N/A
15	Rubber Boots Size 13	1	N/A	N/A
16	Rubber Boots Size 10	1	N/A	N/A
17	Rubber Boots Size 11	1	N/A	N/A
18	Duct Tape	4	N/A	N/A
19	Flashlight w/Battery	3	N/A	N/A
20	100ft Rope	4	N/A	N/A
21	75ft Rope	4	N/A	N/A
22	Leather Gloves (Pair)	8	N/A	N/A
23	Safety Glasses	6	N/A	N/A
24	Rubber Gloves (Pair)	12	N/A	N/A
25	36x60 6mil Clear 50 Bags (Roll)	2	N/A	N/A
26	Scoop Shovel	2	N/A	N/A
27	Floor Squeegee	2	N/A	N/A
28	Rake	2	N/A	N/A
29	Push Broom	2	N/A	N/A
30	Tool Box – Empty	1	N/A	N/A
31	Spare Tire	11	N/A	N/A
32	Oasis Bibs	4	N/A	N/A
33	Oasis Bib Tops	4	N/A	N/A



Secondary Containment Inspection Checklist

Inspection Frequency: Twice per year

Date: _____

Inspector: _____

Tank #'s: _____

Note Level of Precipitation in Dike / Available Capacity: _____

Tank Dike/Secondary Containment, Evidence of:		Comments
Debris	Yes / No	
Erosion	Yes / No	
Permeability of earthen floor (i.e. not sufficiently impervious)	Yes / No	
Cracks	Yes / No	
Discoloration	Yes / No	
Puddles Containing Spilled or Leaked Material	Yes / No	
Corrosion	Yes / No	
Note Operational Status of Drainage Valves	Closed / Open* / N/A * Return to Closed Position	
Note Condition of Valves	Fair / Poor / N/A	

General Comments:

APPENDIX H
Drills and Exercises

ATTACHMENT 1
OSRO Contract

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.

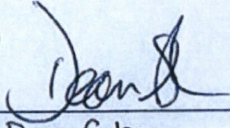
f. Headings; References. Any headings or numbering of sections or paragraphs of this Agreement are for convenience only and all terms and conditions of this Agreement are intended to take precedence over any such heading or numbering. All references to Sections refer to Sections in this Agreement, and 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")

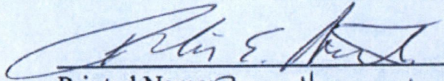


Printed Name: Dean Sahara
Title: President

Contractor's License No.: _____
Expiration Date: _____

**No Redlines -
Completed
7/6/2016*

OASIS PETROLEUM NORTH AMERICA LLC
("Company")



Printed Name: ROBIN HESKETH
Title: Sr. 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 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

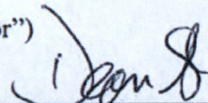
This Certificate of U.S. Department of Transportation ("DOT") compliance (this "Certificate") is made this 11 day of April, 2016 by SWAT Consulting ("Contractor") for reliance by Oasis Petroleum North America LLC ("Company"). All capitalized terms used but not otherwise defined in this Certificate shall 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

ATTACHMENT 2
Response Plan Cover Sheet

Facility Name: Wild Basin Gas Plant and Crude Handling Facility

Owner/Operator Name: Oasis Midstream Services, LLC.

Address: 2170 31st Street NW

City: Watford City **State:** ND **Zip:** 58854 **County:** McKenzie

Phone: 701-577-1709

Facility Entrance Location: Lat.: 48° 24' 01"N Long.: -102° 55' 04"W

Dun & Bradstreet Number: 079206979

NAICS Code: 211112

Largest Oil Storage Tank Capacity: 5,040,000 gallons

Maximum Oil Storage Capacity: 7,845,600 gallons

Number of Aboveground Oil Storage Tanks: 11

Worst Case Oil Discharge Amount: 5,040,000 gallons

Facility Distance to Navigable Water. Mark Appropriate Line:

0 – 1/4 mile: 1/4 – 1/2 mile: 1/2 – 1 mile: > 1 mile: X

SUBSTANTIAL HARM DETERMINATION

1. Does the facility transfer oil over water to or from vessels and does the facility have a total oil storage capacity greater than or equal to 42,000 gallons?

Yes No

2. Does the facility have a total oil storage capacity greater than or equal to 1 million gallons and does the facility lack secondary containment that is sufficiently large to contain the capacity of the largest aboveground oil storage tank plus sufficient freeboard to allow for precipitation within any aboveground oil storage tank area?

Yes No

3. Does the facility have a total oil storage capacity greater than or equal to 1 million gallons and is the facility located at a distance (as calculated using the appropriate formula in Attachment C-III to this appendix or a comparable formula¹) such that a discharge from the facility could cause injury to fish and wildlife and sensitive environments? For further description of fish and wildlife and sensitive environments, see Appendices I, II, and III to DOC/NOAA's "Guidance for Facility and Vessel Response Plans: Fish and Wildlife and Sensitive Environments" (see appendix E to this part, section 13, for availability) and the applicable Area Contingency Plan.

Yes No

4. Does the facility have a total oil storage capacity greater than or equal to 1 million gallons and is the facility located at a distance (as calculated using the appropriate formula in Attachment C-III to this appendix or a comparable formula¹) such that a discharge from the facility would shut down a public drinking water intake?²

¹If a comparable formula is used, documentation of the reliability and analytical soundness of the comparable formula must be attached to this form.

²For the purposes of 40 CFR part 112, public drinking water intakes are analogous to public water systems as described at 40 CFR 143.2(c).

Yes No

5. Does the facility have a total oil storage capacity greater than or equal to 1 million gallons and has the facility experienced a reportable oil discharge in an amount greater than or equal to 10,000 gallons within the last 5 years?

Yes No

Certification

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document, and that based on my inquiry of those individuals responsible for obtaining this information, I believe that the submitted information is true, accurate, and complete.


Robin Hesketh- Senior VP of
Operations

10/14/16
Date